

## ACCESS AGREEMENT

This Access Agreement (this "Agreement") is entered into as of July 28, 2020 (the "Effective Date"), by and between the County of Hidalgo, (the "Entity") and NextTier Completion Solutions, Inc. (the "NEX").

### RECITALS:

A. The Entity owns certain assets (the "Assets") located at the property generally described as the 7 Mile Road & Iowa Rd., Mission, Hidalgo County, Texas (the "Property").

B. NEX is the registered operator for the washout and collection pits with Permit Numbers P011173A and P011173B located on the Property (collectively, the "Pits") and is now required to sample the Pits (the "Pit Sampling") in accordance with the requirements of Railroad Commission of Texas (the "RRC").

C. In connection with the Pit Sampling, NEX desires a license to enter upon the Property to sample the Pits. The Entity has agreed to grant NEX the license to enter upon the Property for such purpose in accordance with the terms and conditions of this Agreement.

### AGREEMENT:

For valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Buyer and the Company hereby agree as follows:

1. Sampling period. For purposes of this Agreement, the term "Sampling Period" means the period from the Effective Date until the earlier of (a) the date on which the Pit transfer is approved by the RRC or (b) September 30, 2020. The parties may agree in writing to extend the Sampling Period beyond the periods identified in this paragraph.

2. Closure; Procedures. During the Sampling Period, Entity hereby grants to NEX a license to enter upon the Property solely for the purpose of sampling the Pits as detailed in the Approved Scope of Work attached as Exhibit A ("Approved Scope of Work"). The cost of all work related to the Pit Sampling and any related restorative work conducted on the Property shall be borne solely by NEX. NEX shall conduct the Pit Sampling strictly in accordance with the following procedures:

a. Entity shall permit access to the Property by NEX and NEX's representatives, including NEX's engineers, contractors and environmental consultants ("NEX Representatives"), for the purpose of conducting the Pit Sampling.

b. NEX shall notify the Entity of its intent to enter the Property at least one full day prior to the intended date of entry. Neither NEX nor any NEX Representative shall enter the Property until Entity has approved the entry request.

c. A representative of Entity shall have the right, but not the obligation, to be present during the Pit Sampling.

d. Neither NEX nor any NEX Representative shall interfere unreasonably with the use, occupancy or enjoyment rights of any occupants of the Property or of such occupant's employees, contractors, customers or guests. Neither NEX nor any NEX Representative shall injure or otherwise cause bodily harm to Entity or its respective guests, agents, invitees, contractors and employees of the Property or their guests or invitees. No work shall be undertaken by NEX or any NEX Representative that could be reasonably be expected to result in irreparable damage to the Property, other than the contemplated sampling of the Pits, without the prior written consent of the Entity.

e. Neither NEX nor any NEX Representative has authority to do anything that may result in a lien or encumbrance against the Property in connection with the Pit Sampling. Without limiting the foregoing, however, NEX agrees to promptly pay when due all costs associated with the Pit Sampling and not to cause, permit or suffer any lien or encumbrance to be asserted against the Property related to the Pit Sampling.

f. NEX shall materially comply with all federal, state and local laws applicable to the Pit Sampling.

g. Before and during the Pit Sampling, each NEX Representative conducting the Pit Sampling shall maintain workers' compensation insurance in accordance with applicable law, and the applicable NEX Representative conducting the Pit Sampling, shall maintain (1) Worker's Compensation and Employers Liability insurance or equivalent as required by the laws of the jurisdiction in which the Pit Sampling is being conducted, (2) commercial general liability insurance with limits of at least One Million Dollars (\$1,000,000.00) for bodily or personal injury or death, (3) Automobile Liability insurance of no less than One Million Dollars (\$1,000,000.00) per occurrence for bodily injury/property damage, and (4) excess/umbrella liability insurance in the amount of at least Two Million Dollars (\$2,000,000.00). NEX shall deliver to Entity or Entity's legal counsel evidence of such workers' compensation insurance and a certificate evidencing the commercial general liability, automobile liability, and property damage insurance before conducting the Pit Sampling. The NEX Representative conducting the Pit Sampling shall have its insurer issue a certificate of insurance under its policy' listing the Entity as an additional insured prior to commencing any work. No other insurance provision shall be applicable to the Entity and any and all deductibles or retentions in the above described insurance policies shall be assumed by, for the account of and at NEX or the applicable NEX Representative's sole risk.

h. NEX shall, at its own expense and within a reasonable period of time following the completion of the Pit Sampling, fill and compact any holes, and otherwise restore any damage outside of the scope of this Agreement to the Property caused by the Pit Sampling. NEX or its NEX Representatives shall be responsible for the disposal of any wastes generated in connection with the Pit Sampling under NEX's or its NEX Representatives hazardous waste generator identification number that NEX obtains or possesses with respect to the such wastes, if so required by applicable law.

3. Confidential Information. The parties agree that information gathered in connection with the Pit Sampling under this Agreement shall be considered confidential information, and such confidential information shall be used by NEX and NEX Representative solely for the purpose of

the Pit Sampling, except as required by applicable law or as otherwise provided for in this Agreement. Copies of the confidential information obtained in connection with the Pit Sampling shall be provided to the Entity by NEX on completion of the Pit Sampling. Entity shall not reveal, disclose, disseminate, publish or communicate to any other persons, parties or entities, including Entity's subsidiaries or any of their respective representatives, owners, employees, consultants, attorneys or other related parties, any such confidential information, without the prior written consent of NEX unless otherwise required by law. In the event that Entity is requested or required, in connection with any legal or regulatory proceeding or other legal process, to disclose any confidential information, Entity will (a) provide NEX with prompt notice of such request or requirement (to the extent legally permissible), prior to any disclosure pursuant thereto, so that NEX may seek an appropriate protective order or other appropriate remedy and/or waive compliance with the provisions of this Agreement; and (b) use reasonable efforts to cooperate as reasonably requested by NEX in its efforts to obtain a protective order or other reasonable assurance that confidential treatment will be accorded to such confidential information. In the event that such protective order or other remedy is not obtained, or NEX waives compliance with the provisions of this Agreement, Entity will furnish only that portion of the confidential information that Entity's counsel advises is required. In such case, prior to such disclosure, Entity will use reasonable efforts to advise and consult with NEX and its counsel as to such disclosure and the nature and wording of such disclosure. The provisions of this Section 3 shall survive the termination of this Agreement.

4. Indemnification. NEX shall indemnify, defend and hold Entity and its respective partners, shareholders, interest owners, officers, members, directors, agents and employees (the "Entity Indemnified Parties") harmless from any and all losses, costs, liens, claims, causes of action, damages, expenses and liability (including, without limitation, court costs and reasonable attorneys' fees) (collectively, "Losses") incurred in connection with or arising in any way from NEX or any NEX Representative's negligence in the performance of the Pit Sampling conducted by NEX and/or any NEX Representative or any breach by NEX and/or any NEX Representative of the terms hereof except to the extent that any said Losses are attributable to the negligence or intentional act of the Entity Indemnified Parties. NEX's obligation to indemnify, hold harmless and defend the Entity Indemnified Parties, shall apply REGARDLESS OF THE STRICT LIABILITY OF ANY ENTITY INDEMNIFIED PARTY WITH RESPECT TO THE LOSS, BUT NOT IN SITUATIONS WHERE THE LOSS RESULTS FROM THE NEGLIGENCE OR WILLFUL MISCONDUCT OF THE ENTITY INDEMNIFIED PARTY. NEX's indemnity obligation hereunder specifically does not include, however, any obligation to indemnify any Entity Indemnified Party for any Losses attributable to any pre-existing conditions on the Property, including without limitation soil or groundwater contamination, or any Losses incurred as a result of NEX's discovery of such pre-existing conditions as a result of the Pit Sampling, except to the extent that NEX contributes to or exacerbates such conditions. This indemnity provision shall survive termination or expiration of this Agreement. If any proceeding is filed for which indemnity is required hereunder, NEX agrees, upon request therefor, to defend the indemnified party in such proceeding at its sole cost utilizing counsel reasonably satisfactory to the indemnified party.

5. Enforcement. The parties may enforce the terms of this Agreement by any and all legal and equitable means necessary, in each party's sole discretion, including, without limitation, injunction and monetary damages, and the prevailing party shall be entitled to recover court costs

and reasonable attorneys' fees from the other party, if applicable.

6. No Partnership. Nothing contained in this Agreement shall be deemed or construed by the parties hereto or by any third party to create the relationship of principal and agent, or of partnership, or of joint venture, or of any other association between Entity and NEX.

7. No Waiver. No waiver of any default by any party hereto shall be implied from any omission by any other party hereto to take any action with respect to such default, if such default continues or is repeated. No express waiver of any default shall affect any default or cover any period of time other than the default and period of time specified in such express waiver. A waiver of any default in the performance of any provision contained in this Agreement shall not be deemed to be a waiver of any subsequent default in the performance of the same provision or any other provision contained herein.

8. Binding Effect. The license granted to NEX under the terms of this Agreement is personal to NEX, and neither this Agreement nor the license may be transferred or assigned by NEX. Subject to the foregoing limitation, the benefits of this Agreement and burdens of this Agreement shall inure to the benefit of and be binding upon the heirs, successors, personal representatives, and assigns of the parties hereto.

9. Notices. For purposes of notice, the addresses of the parties shall be as follows:

If to NEX:  
NexTier Completion Solutions  
3990 Rogerdale Rd.  
Houston, TX 77042  
Attention: Austin Berliner  
Facsimile: (713) 325-5933

If to Entity:  
Hidalgo County Judge's Office  
100 E. Cano, Second Floor  
Edinburg, Texas 78539  
Attention: Richard Cortez, Hidalgo County Judge  
Facsimile: (956) 318-2699

10. Revocation. The license granted under this Agreement is revocable by Entity upon thirty (30) days' prior written notice to NEX and shall terminate in due course on expiration of the Sampling period.

11. Entire Agreement. This Agreement is the entire agreement between Entity and NEX concerning the Pit Sampling, and no modification hereof or subsequent agreement relative to the subject matter hereof shall be binding on either party unless reduced to writing and signed by the party to be bound.

12. Survival. The terms of this Agreement shall survive any termination of this Agreement.

13. Time is of the Essence. Time is of the essence with respect to this Agreement.

14. Rule of Construction. NEX and Entity acknowledge that each party has reviewed this Agreement and that the rule of construction to the effect that any ambiguities are to be resolved against the drafting party shall not be employed in the interpretation of this Agreement or any amendments hereto.

15. Multiple Counterparts. To facilitate execution, this Agreement may be executed in as many counterparts as may be convenient or required. It shall not be necessary that the signature of, or on behalf of, each party, or that the signature of all persons required to bind any party, appear on each counterpart. All counterparts shall collectively constitute a single instrument. It shall not be necessary in making proof of this instrument to produce or account for more than a single counterpart containing the respective signatures of, or on behalf of, each of the parties hereto. A signature page to any counterpart may be detached from such counterpart without impairing the legal effect of the signatures thereon and thereafter attached to another counterpart identical thereto except having attached to it additional signature pages.

16. Invalid Provisions. If any provision of this Agreement is held to be illegal, invalid or unenforceable under present or future laws, such provision shall be fully severable; this Agreement shall be construed and enforced as if such illegal, invalid or unenforceable provision had never comprised a part of this Agreement; and the remaining provisions of this Agreement shall remain in full force and effect and shall not be affected by the illegal, invalid or unenforceable provision or by its severance from this Agreement.

17. Governing Law. This Agreement shall be construed and enforced in accordance with the laws of the State of Texas.

**[THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK]**

IN WITNESS WHEREOF, the parties have executed this Agreement effective as of the Effective Date.

NEX:

NexTier Completion Solutions Inc.

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

ENTITY:

The County of Hidalgo

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

EXHIBIT A  
Approved Scope of Work

Soil Sampling Plan  
NexTier Completion Solutions, Inc  
Mission Wash Out Pit  
RRC Operator # 120531  
Hidalgo County, Texas

This sampling plan provides a description of the soil sampling activities to be performed at the NexTier Completion Solutions, Inc. Wash Out Pit in Mission Texas, which is permitted by the Railroad Commission of Texas (RRC) under Operator # 120531, and the lease name Mission Facility A. The pit dimensions are 19 feet by 10 feet by 7 feet deep. The scope of work includes advancing borings in the four cardinal directions, approximately one foot outside of the pit walls. The borings will be advanced with a Geoprobe or hollow stem augur drill rig. Each boring will be advanced to the depth of 14-foot-deep, or which groundwater is encountered or augur refusal, whichever is encountered first. Each boring will be continuously sampled from the ground surface to boring total depth. Soil cores will be field screened for volatile organics in soil vapor using a photoionization detector (PID).

Soil samples will be collected for chemical analysis from the following depth intervals: one sample will be collected from the depth interval that corresponds to the highest PID reading detected in each boring; one soil sample will be collected at a depth of eight feet below ground surface (bgs); and one soil sample will be collected at 14 foot deep or augur refusal or the depth at which groundwater is encountered, whichever occurs first.

Each sample will be placed into a sample container provided by the designated analytical laboratory. Each sample container will be marked for identification after sample collection. Each sample container will be placed into a sealed plastic bag and placed into an ice-filled cooler for storage prior to shipment or delivery to the analytical laboratory. A chain of custody form will be completed documenting dates and times of sample collection and dates and times of transfer of sample custody until the samples are delivered to a common carrier or analytical

laboratory. Each sample will be submitted to an analytical laboratory for analysis of pH by EPA method 9045D; electrical conductivity (EC), total petroleum hydrocarbons (TPH) by method Tx 1005; benzene, toluene, ethylbenzene, and xylene (BTEX) by EPA method 8260; and the following metals (arsenic, barium, cadmium, chromium, lead, mercury, selenium, and silver) by EPA methods 60107471A. Standard chain of custody protocol will be followed for transfer of the samples to the analytical laboratory. The RRC District 04 office in Corpus Christi, Texas will be notified in advance of the sampling activities. Results of analysis of samples will be tabulated and provided to the RRC District 04 office and the RRC office in Austin in a letter report summarizing the sampling activities and results of analysis.

EXHIBIT B  
Certificate of Liability Insurance



AGENCY CUSTOMER ID: \_\_\_\_\_

LOC #: \_\_\_\_\_



### ADDITIONAL REMARKS SCHEDULE

PRODUCER MCGRIFF, SEIBELS & WILLIAMS OF TEXAS, INC.		INSURED NexTier Holding Co. and its subsidiaries (See Attached Named Insured Schedule)
POLICY NUMBER		
CARRIER	NAIC CODE	ISSUE DATE: 06/10/2020

**ADDITIONAL REMARKS**

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: \_\_\_\_\_ FORM TITLE: \_\_\_\_\_

Schedule of Named Insureds

NexTier Completion Solutions Inc. dba NexTier Completion Solutions (f/k/a Keane Frac, L.P. and C&J Spec-Rent Services, Inc.)  
 Tiger Cased Hole Services, Inc. dba NexTier Completion Solutions  
 NexTier Holding Co. (f/k/a CJ Holding Co.)  
 King Merger Sub II LLC (successor-in-interest to C&J Energy Services, Inc.)