

Seismographic Survey Permission and Agreement

This Seismographic Survey Permission and Agreement (“Agreement”) is entered by and between

[Insert Landowner’s Name] with an address of [Insert Landowner’s Address]
(hereinafter referred to as “Landowner”)

and

TGS-NOPEC Geophysical Company ASA (the party that is to perform seismographic surveys, hereinafter referred to as "Company")

for Landowner to grant Company permission to perform certain seismic operations on the property identified herein under the terms and conditions set forth in this Agreement. Landowner and Company, as identified above, may also be referred to herein individually as “Party” or collectively as “Parties.”

- 1. Grant of Permission.** Landowner grants Company, its contractors, subcontractors, and/or assigns (collectively referred to as “Company Group”) permission to conduct seismographic surveys, including the right of ingress and egress for such purposes across the surface of Landowner's property, as well as to test and analyze subsurface regions as necessary for any seismographic survey, all subject to the terms and conditions of this Agreement.

- 2. Purpose and Scope of Survey.** Company seeks permission under this Agreement to perform seismic testing. Seismic testing is conducted by sending seismic waves into the earth to determine the makeup of rock layers. Seismic waves utilized for seismic testing may be generated by “Explosive Charges” and "Vibroseis." Vibroseis units are mounted on trucks known as “Vibroseis Trucks.” Company will lay geophones, acting as receivers, to acquire the seismic information.

- 3. Description of Landowner’s Property.** A legal description of Landowner's property, including a permanent parcel number for county taxation purposes and a street address of the property, if applicable, is attached as Exhibit A to this Agreement (“Property”).

Landowner's property includes the following (check as applicable):

- Portions of property leased to others (ex. fields, lands, barns, etc.)
- Crops
- Special use areas (golf course, park, etc.)
- Gardens
- Wooded areas
- Farm animals
- Pets
- Fences and gates
- Potable water wells (ex. well that supplies drinking water)
- Non-potable water wells (ex. well that supply irrigation systems)
- Other water sources (ex. springs, cisterns, etc.)
- Underground pipes (ex. water supply, drainage, electrical supply, gas lines, and/or other pipes)
- Known existing oil/gas leases
- Existing oil/gas wells
- Someone other than Landowner owns minerals or oil/gas rights
- Other (please describe):[Insert Description Here]

4. Timeline. The rights under this agreement shall terminate [Insert Number of Days] days following the date this Agreement is signed by Landowner.

5. Notice to Landowner; Approval.

(a) Company shall provide Landowner with written notice (“Notice Before Entry”) stating the scheduled time and location of the following activities at least 24 hours in advance of their occurrence:

(i) Any drilling operations and source acquisition by Explosive Charges or Vibroseis.

(b) At least three (3) business days prior to beginning activities described under subsection (a) above, Company shall provide Landowner with a site plan map generally describing Company’s expected activities and uses of the Landowner's property (“Post Plot Map”). The Post Plot Map shall show Company’s expected use of any lanes and/or roadways, areas where any vegetation, crop, or wooded area clearing will occur, locations of any wells or

holes, Vibroseis truck or Explosive Charge locations, receiver line routing, and the location of any geophones.

Company shall obtain Landowner's written consent to the Post Plot Map, which consent shall not be unreasonably withheld by Landowner provided that Company's Post Plot Map complies with the terms and conditions of this Agreement.

6. Company operations.

(a) *Vegetation.* Company shall design plans to minimize any destruction of or clearing of Landowner's property, including Landowner's "Vegetation", which includes but shall not be limited to Landowner's crops, trees, and/or gardens. Company shall not destroy Landowner's Vegetation without obtaining prior written approval from Landowner, which shall not be unreasonably withheld. In the event that Company has obtained written approval from Landowner to destroy certain agreed upon Vegetation, Landowner will be paid for the fair market value of the Vegetation affected as memorialized in the written approval. If Landowner and Company cannot agree on the fair market value of the Vegetation, the Vegetation shall be appraised by a qualified independent appraiser appointed by Company at Company's expense, and Company shall pay Landowner the appraised value assigned.

(b) *Structures.* Company shall not destroy, modify, or otherwise cause damage to any structure on Landowner's property, including but not limited to any building, fence, and/or gate ("Structure"). In the event Company proposes to undertake an activity which is expected to cause damage to a Structure on Landowner's property, Company must enter into a separate written agreement with Landowner which shall identify the Structure to be affected by Company's operations and memorialize the agreed upon compensation payable to Landowner. If Landowner and Company cannot agree on the compensation payable under this provision, compensation for Structures shall be determined by the fair market value as appraised by a qualified independent appraiser appointed by Company at Company's expense.

(c) *Lanes, Roadways, & Paths.* Company agrees to utilize existing pathways or lanes as reasonably possible and to take reasonable steps to avoid creating ruts and/or destroying grass and/or turf on Landowner's property. Upon completion of the operation, Company shall within a reasonable time remediate any area on Landowner's property used for transit and return it to the condition and appearance immediately preceding Company's use of the area.

(d) *Holes.* Any boring or drilling shall be the smallest diameter and depth necessary

for seismic acquisition, shall not be utilized for core sampling or other purposes, and shall be subject to all applicable regulations and permits obtained by Company. Any holes created by or on behalf of Company shall be plugged in a manner that will not allow subsidence and graded so that it appears the same as immediately before operations.

(e) *Proximity to Structures, Water Sources, & Underground Pipes, etc.*

Company's activities shall be designed and implemented to maintain a sufficient distance from any Structures and/or facilities on or under the property so as to assure that the activities will have minimal immediate and no long term effects on the Structures and/or facilities.

(f) *Fences & Gates.* Company shall, during its Notice Before Entry, provide Landowner notice of the times and circumstances surrounding Company's access to any fenced or gated areas. Landowner shall have the option but not the obligation to be present at the time that any gates are opened and/or closed by Company. In the event that Landowner has disclosed to Company in this Agreement that farm animals, pets, and/or livestock are kept on the property, Company shall be responsible for assuring that such animals, pets, and/or farm animals identified have been secured prior to opening gates.

(g) *Animals.* Company will take reasonable steps and precautions to muffle sounds and temper vibrations.

(h) *Workman like Standards.* Company shall conduct operations in a good workman like manner.

7. Remediation. Following completion of the activities described hereunder, Company shall, within a reasonable time, return Landowner's property to its original condition immediately prior to Company's use of the property or better.

8. Liability, Insurance, & Indemnity.

Company shall be strictly liable for, and hereby releases Landowner from all liability for and shall protect, defend, indemnify, and hold Landowner harmless from and against any and all Claims caused by or arising out of Company's proposed seismic operations under this Agreement on account of Landowner's personal injury or death, or damage to Landowner's property as well as any Claim on account of personal injury, death, or damage to property arising in favor of or asserted by or on behalf of Third-Parties against Landowner including any and all Claims for damage to the environment of whatsoever nature related to or arising from pollution or contamination (except to the extent any such Claim arises from or is related to the conduct of Landowner or Landowner's agents, contractors, employees, invitees, guests, or permittees other than Company).

"Claim(s)" means any and all losses, expenses, costs, damages, liabilities, claims, demands, liens, causes of action, suits, judgments, settlements, regulatory proceedings, citations, orders, decrees, and taxes, of any nature, kind, or description (including without limitation, reasonable attorney fees, court costs, fines, penalties, interest, cleanup, remediation, debris removal, and well control) that may be brought or asserted against an indemnitee by any person or legal entity whomsoever.

Company agrees to maintain at least \$1,000,000 of coverage for Worker's Compensation and employer's liability, commercial general liability, and business auto liability with a company enrolled with or approved by the Ohio Department of Insurance to do business in the state.

Landowner shall not be responsible for any loss, damage, or theft relating to Company's property unless it is caused by Landowner's acts or omissions.

9. Remedies. If Company fails to perform any undisputed obligation as set forth in Section 6 of this Agreement, Landowner may, after written notice of such breach and a sixty (60) day period for Company to cure such breach, perform such obligation on Company's behalf with the assistance of a reputable company, in which event Company shall promptly pay to Landowner the actual cost incurred by Landowner in such operations as supported by documentation including invoices and receipts, or (ii) obtain recovery of damages for such breach. The parties agree that the measure of damages for any breach of the this Agreement shall be limited to the lesser of (a) the cost of performing the obligation or (b) the market value of the Property, Structure, Fence or Gate, or other item to be remediated under Section 6 as established by an independent and reputable appraiser at the cost of Company.

10. Title. Landowner represents that he/she has full legal authority to grant Company permission to enter upon the described lands and to conduct the activities described in this Agreement.

11. Consideration. In addition to any amounts to be paid under the terms of this Agreement under Section 6 (Company Operations), Company agrees to pay and shall pay at the time of Company's signing this Agreement (choose one applicable);

(a) a lump sum in the amount of \$Click here to enter text., or

(b) \$Click here to enter text. per acre for Click here to enter text. acres, totaling \$Click here to enter text.

12. Time Limits for Claims. Company shall not be liable for any claims whatsoever

for damages either arising out of or related to this Agreement unless Landowner provides Company written notice of a claim within one hundred and eighty (180) days of the earlier of (a) completion date of the seismic operations, or (b) the date of the injury, event, illness, death, or other occurrence giving rise to the claim. Landowner hereby agrees that suit to recover on any such claim shall not be maintainable unless filed within one (1) year of the date on which Landowner provided Company with written notice of the claim. Landowner expressly waives all other applicable state or federal limitation periods.

13. Miscellaneous.

(a) This Agreement sets out the entire understanding between Landowner and Company as to the matters specifically addressed herein, and supersedes any prior oral or written agreements or negotiations as to these matters not set out in writing herein. This Agreement shall not be modified, altered, or waived except by written amendment executed by both Parties.

(b) The Parties hereto intend to be legally bound by this Agreement. This Agreement shall be binding upon the successors and assigns of the Parties hereto.

(c) This Agreement may be executed by Landowner and Company in any number of counterparts, each of which shall be deemed an original instrument, but all of which together shall constitute but one and the same instrument. Any Party may execute this Agreement by facsimile or PDF signature and the other Party will be entitled to rely on such facsimile or PDF signature as evidence that this Agreement has been duly executed by such Party. Any Party executing this Agreement by facsimile signature or PDF signature will promptly forward to the other Party an original signature page by overnight courier or USPS first class mail.

(e) Notification of either party to this Agreement shall be effective upon receipt, or refusal of delivery, when deposited in the United States Mail, first class mail, certified or return receipt requested, postage prepaid, or when sent by a nationally recognized overnight delivery service, to Landowner the addresses set forth above or for Company 2500 CityWest Blvd., Suite 2000, Houston, Texas, 77042 Attn: General Counsel, or such other address provided for such purposes by either party.

(f) Without reference to any principles of conflicts of laws, the validity, interpretation, and construction of this Agreement shall be governed by and construed in accordance with the laws of the state in which the property identified in Section 3 is situated.

Signatures to follow on page 7.

*[Insert Landowner Last Name]
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IN WITNESS WHEREOF, this Agreement has been executed by the undersigned and is deemed effective as of the date of the last signing shown below.

TGS-NOPEC Geophysical Company ASA Landowner

Name:[Insert Name]
Title: Attorney in Fact
Date:Click here to enter a date.

Name:[Insert Landowner’s Name]
Address:[Insert Landowner’s Address Here]
Date:Click here to enter a date.

Exhibit A to Seismographic Survey Permission and Agreement

