

Township 29 South, Range 20 East, SLB&M  
Section 36: Within

Township 29.5 South, Range 20 East, SLB&M  
Section 36:

Township 37 South, Range 20 East, SLB&M  
Section 16: Within

Township 39 South, Range 11 East, SLB&M  
Section 36: Within

Township 40 South, Range 11 East, SLB&M  
Section 2: Within

The terms upon which this permit is issued are as follows:

1. In consideration of the grant of this permit, Permittee shall pay to the Trust Lands Administration the following amounts, payable as hereinafter stated: \$400.00 use fee, plus a \$50.00 application fee and a \$50.00 processing fee, totaling \$500.00. **The permittee shall also pay to the Trust Lands Administration the sum of 3% of gross receipts based on number of clients, number of client days, and percentage of time spent on trust lands, or \$4.00/participant, whichever is greater, within 30 days of permit expiration date.**

2. The term of this right of entry shall be for six (6) days commencing May 3, 2016 and expiring May 8, 2016.

3. Permittee shall be responsible to notify holders of state issued interests in the Permitted Property, as shown on Exhibit "A" attached hereto, of Permittee's rights and plans hereunder. Permittee accepts this agreement subject to all such existing interests and accepts responsibility for coordination of its activities with such other interested parties.

4. Permittee shall be responsible for all damages and claims incurred in connection with the activities conducted by it on or about the Permitted Property. Accordingly, Permittee agrees to indemnify, defend and hold the Trust Lands Administration harmless from any and all claims, suits, damages, losses, expenses, costs and liabilities (including interest, penalties and attorneys fees) arising out of or in any way related to the use of the Permitted Property by Permittee, its servants, employees, agents, sublessees, assignees, or invitees, including but not limited to claims for personal injury, death, property damage, and including without limitation, any such injuries or damages caused in whole or in part by the negligence of the Trust Lands Administration and regardless of whether liability without fault is sought to be imposed upon the Trust Lands Administration, except to the extent that such injury or damage was caused by the

willful misconduct of the Trust Lands Administration. In addition, Permittee agrees to indemnify and hold the Trust Lands Administration harmless from any and all claims, suits, damages, losses, expenses, costs and liabilities (including interest, penalties and attorneys fees) arising out of or in any way related to any noncompliance by Permittee, its servants, employees, agents, sublessees, assignees, or invitees with any environmental law, rule or regulation or any other law, rule or regulation of any county, state or federal authority.

5. Permittee acknowledges that it has been afforded an opportunity to inspect the Permitted Property and, based upon such inspection, hereby accepts the Permitted Property in its existing, as is condition, subject to all existing hazards to person or property - whether natural or manmade. Based on such acknowledgment and acceptance and in consideration for the grant of this Right of Entry, Permittee does hereby release and forever discharge the Trust Lands Administration, and its officers and employees, from any and all liability, claims, damages, causes of action or expenses for any bodily injury, death or property damage which is suffered by Permittee or any person claiming by, through or under Permittee and occurs in connection with the use of the Permitted Property.

6. Permittee agrees that it will only conduct those activities expressly authorized in the Permitted Uses stated above. It is expressly understood that there will be no permanent structures constructed nor shall any surface-disturbing activities be committed upon the Permitted Property unless specifically authorized in this agreement. Use of existing roads within the Permitted Property is expressly permitted unless stated otherwise herein; provided that any damage done to existing roads within the Permitted Property shall be repaired at Permittee's expense and all roads used shall be left in good condition.

7. In the event Permittee shall observe any site or specimen appearing to be a potential paleontological or archaeological resource (hereinafter a "Site or Specimen"), Permittee shall promptly notify the Division of State History and the Trust Lands Administration and shall not damage or disturb such Site or Specimen. In the event one of the Permitted Uses of this right of entry is the conduct of seismic survey activity, Permittee, prior to conducting any such activities shall first cause an archaeological survey to be conducted of the Permitted Property. In the event at any time during the term of this Right of Entry a Site or Specimen is identified, Permittee will cease all seismic activity in regards to the line associated with the known Site or Specimen until granted written permission otherwise from the Trust Lands Administration.

8. Permittee acknowledges that scraping and removing trees or vegetation is prohibited unless specifically authorized by this agreement. In any area wherein scraping is done or the natural condition of the soil is materially disturbed, upon completion of the activity, the soils shall be returned to their natural condition with seeding of grasses and/or native plants as required by the Trust Lands Administration.

9. Permittee agrees to reimburse the Trust Lands Administration for the costs of suppressing fires caused by Permittee or its servants, employees, agents, sublessees, assignees, or

invitees. In the event a fire should occur, Permittee shall take all immediate action necessary to suppress and control the fire. The actions will be at no cost to the Trust Lands Administration. In the event it is necessary that the Administration take action to suppress the fire, all costs associated therewith shall be borne by the Permittee.

10. Permittee will maintain the Permitted Property in a clean, well maintained condition at all times. Upon completion of activities, Permittee will remove all trash and debris from the Permitted Property.

11. If drilling is authorized by this agreement, any mud used must be properly contained in pits, and upon completion, these pits must be filled and restored to their natural contour with the land left in a restored condition with seeding of grass and native plants as required by the Trust Lands Administration.

12. The Trust Lands Administration reserves the right to inspect the Permitted Property subsequent to the expiration of this agreement and to recall Permittee for correction of any violations of any of the covenants set forth herein. All provisions of this agreement pertaining to the Permittee's responsibilities hereunder shall be deemed to survive the expiration or earlier termination of this agreement.

13. The Permittee agrees that, for reasonable cause shown, at any time during the term of this permit, the Trust Lands Administration may require that the amount of an existing bond be increased or if a bond has not been previously required, Trust Lands Administration may require Permittee to post with the Trust Lands Administration a bond with an approved corporate surety company authorized to transact business in the State of Utah, or such other surety as may be acceptable to the Trust Lands Administration, in a penal sum to be determined by the Trust Lands Administration, said bond to be conditioned upon full compliance with all terms and conditions of this permit and the rules relating hereto. The amount of this bond shall not be deemed to limit any liability of Permittee. Any bond issued hereunder shall be for a term expiring at least ninety (90) days following the expiration of this agreement.

14. Permittee agrees that no firewood will be used on or removed from the Permitted Property described in the agreement unless authorized by a small forest products permit issued by the Trust Lands Administration.

15. Permittee shall carry public liability insurance covering bodily injury, loss of life or property damage arising out of or in any way related to Permittee's activities on the Permitted Property, with coverage in a "Combined Single Limit" of not less than One Million Dollars (\$1,000,000) for total claims for any one occurrence. The insurance may be in the form of a blanket liability coverage so long as such blanket policy does not act to reduce the limits or diminish the coverage required hereunder. The Permittee must maintain a current authenticated certificate of insurance on file with the Trust Lands Administration. Failure to do so is cause for suspension and termination of the right-of-entry. In addition, the policy shall: