SALTY DOG SERVICE COMPANY, LLC

Giddings, Texas | Operator No. 101716

MASTER SERVICE AGREEMENT

Class II Commercial Oilfield Fluid Disposal Services

Produced Water | Flowback | Completion & Workover Fluids | Pit Fluids | Drilling Fluids

This Master Service Agreement (**"Agreement"**) is entered into as of the date last signed below (the **"Effective Date"**) by and between **Salty Dog Service Company, LLC**, a Texas limited liability company, Texas RRC Operator No. 101716, with its principal place of business in Giddings, Texas (**"SDS"** or **"Operator"**), and the party identified in the signature block below (**"Customer"**). SDS and Customer are each referred to herein individually as a **"Party"** and collectively as the **"Parties."**

Customer is either: (a) a hauling and trucking contractor that transports Oilfield Fluids on behalf of an oil and gas exploration and production company ("E&P") to one or more of SDS's licensed commercial saltwater disposal ("SWD") well facilities; or (b) an E&P company or operator that generates Oilfield Fluids and seeks to dispose of such fluids directly at one or more SDS SWD facilities. This Agreement governs all Class II disposal services provided by SDS to Customer at any SDS SWD facility, for all fluid types authorized under applicable Texas Railroad Commission ("RRC") permits.

NOW, THEREFORE, in consideration of the mutual covenants and agreements set forth herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. DEFINITIONS

As used in this Agreement, the following terms shall have the meanings set forth below:

"Applicable Law" means all federal, state, and local laws, rules, regulations, orders, and permits applicable to the disposal of oilfield-generated fluids and the operation of Class II commercial SWD wells in the State of Texas, including without limitation the rules and regulations of the Texas Railroad Commission ("RRC") and the Texas Commission on Environmental Quality ("TCEQ").

"Authorized Volume" means the volume of Oilfield Fluids that Customer is authorized to deliver to a Facility during any given period, as set forth in the applicable Work Order or as otherwise agreed in writing by SDS.

"Customer Account" means the billing and operational account established for Customer in SDS's system upon execution of this Agreement, including any sub-accounts designated for specific hauling contractors or lease sources.

"Disposal Rate" means the per-barrel fee charged by SDS for receiving and disposing of Oilfield Fluids at a Facility, as set forth in Exhibit A (Rate Schedule) or as amended by SDS upon written notice to Customer. Disposal Rates may vary by Fluid Type as specified in Exhibit A.

"Facility" or "Facilities" means any SWD well, tank battery, injection station, or associated surface equipment owned, operated, or managed by SDS at which disposal services are provided to Customer under this Agreement.

"Fluid Type" means the classification of Oilfield Fluids delivered to a Facility, as designated on the applicable Ticket and Work Order. Recognized Fluid Types under this Agreement include, without limitation: (i) produced water (brine, connate water, or co-produced formation water); (ii) hydraulic fracturing flowback water; (iii) completion fluids; (iv) workover fluids and kill fluids; (v) pit fluids and tank bottoms generated from oilfield operations; (vi) frac tank rinse water and equipment wash water generated in connection with oilfield operations; (vii) drilling fluids and associated drill cuttings fluids (non-hazardous, water-based); and (viii) any other oilfield-generated fluid approved for Class II injection under Customer's applicable RRC permit(s) and SDS's Facility injection permit(s). Customer shall accurately designate the Fluid Type on each Ticket and Work Order.

"H-10 Report" means the monthly oilfield fluid injection report filed by SDS with the Texas RRC pursuant to applicable RRC rules and regulations, reflecting all volumes received and injected at each Facility during the reporting period.

"Hauling Contractor" means a third-party trucking company or fluid transport contractor that physically delivers Oilfield Fluids to a Facility on behalf of an E&P Customer or as a direct Customer of SDS.

"Oilfield Fluids" means all oilfield-generated liquids and fluids authorized for Class II underground injection at SDS's Facilities under Applicable Law and applicable RRC injection permits, including without limitation all Fluid Types identified in the definition of "Fluid Type" herein. Oilfield Fluids shall not include any substance classified as a hazardous waste under the Resource Conservation and Recovery Act (RCRA) or Texas hazardous waste regulations, nor any fluid that has not been pre-approved by SDS in writing for injection at the applicable Facility.

"Ticket" or "Run Ticket" means the paper or electronic disposal ticket issued by SDS to Customer or its Hauling Contractor upon each delivery of Oilfield Fluids to a Facility, reflecting the measured volume received, Fluid Type designation, source lease information, date, and other relevant data.

"Work Order" means a written or electronic order issued or approved by SDS authorizing Customer to deliver a specified Fluid Type of Oilfield Fluids from a specific lease, well, completion, workover, or other oilfield source to a designated Facility at specified rates and volumes.

2. SCOPE OF SERVICES

2.1 General. Subject to the terms and conditions of this Agreement and the availability of permitted disposal capacity, SDS agrees to receive and dispose of Oilfield Fluids delivered by Customer (or Customer's Hauling Contractor) at the applicable Facility in accordance with all Applicable Law and SDS's operational procedures and facility rules. SDS's obligation to receive any Fluid Type is contingent upon such Fluid Type being authorized under the applicable Facility injection permit and pre-approved by SDS in the applicable Work Order.

2.2 Account Setup. Prior to the commencement of any disposal services, Customer shall complete and submit to SDS the following:

- A fully executed copy of this Agreement;
- A completed Customer Account Application (Exhibit B), including Customer's legal name, registered agent, federal tax identification number, and primary billing and operational contacts;
- If Customer is a Hauling Contractor: the name(s) of the E&P company(ies) on whose behalf Customer will be delivering Oilfield Fluids, the lease, well, or operational source designation(s), applicable RRC lease numbers, and the Fluid Type(s) anticipated;
- If Customer is an E&P Producer: the RRC lease designation(s) and API number(s) for each producing lease, well, or completion from which Oilfield Fluids will be sourced, together with the anticipated Fluid Type(s) to be delivered; and
- Any additional documentation required by SDS or Applicable Law, including proof of commercial motor carrier authority (for Hauling Contractors) and certificates of insurance.

2.3 Work Orders. All disposal services shall be conducted pursuant to a Work Order issued or approved by SDS. SDS reserves the right to approve, modify, or decline any Work Order request in its sole discretion, including based on facility capacity, permit limitations, or fluid compatibility concerns.

2.4 Facility Rules. Customer and its Hauling Contractors shall at all times comply with SDS's posted facility rules, safety requirements, and operational procedures at each Facility, as may be updated by SDS from time to time upon reasonable notice. Failure to comply may result in immediate suspension of disposal services without liability to SDS.

2.5 No Guaranteed Capacity. SDS does not warrant or guarantee the availability of any specific disposal capacity at any Facility. SDS may curtail, suspend, or redirect disposal volumes at any Facility due to permit restrictions, mechanical issues, injection rate limits, or force majeure events, without liability to Customer.

3. CUSTOMER OBLIGATIONS — HAULING CONTRACTORS

The provisions of this Section 3 apply to Customers that are Hauling Contractors delivering Oilfield Fluids on behalf of an E&P company or on their own account.

3.1 Proper Manifesting and Documentation. Customer shall ensure that each load of Oilfield Fluids delivered to a Facility is accompanied by a properly completed delivery manifest or load ticket identifying: (a) the source lease, well, completion, workover, or other operational source designation and RRC lease number (if applicable); (b) the Fluid Type being delivered; (c) the name of the E&P company or operator of record; (d) the gross volume being delivered; and (e) the driver's name and commercial vehicle identification information.

3.2 Driver Conduct and Compliance. Customer is responsible for all acts and omissions of its drivers and personnel at any SDS Facility. All drivers must: (a) hold a valid commercial driver's license and applicable endorsements; (b) comply with all posted facility rules and SDS safety requirements; (c) follow SDS staff instructions at all times; and (d) not operate any vehicle at a Facility while impaired by alcohol, drugs, or any controlled substance.

3.3 Fluid Acceptance. SDS reserves the right to test or reject any load of Oilfield Fluids that: (a) does not match the Fluid Type or fluid profile previously submitted to and approved by SDS in the applicable Work Order; (b) contains hydrocarbons above acceptable threshold levels as determined by SDS; (c) contains hazardous materials, contaminants, RCRA-regulated waste, or any substance not authorized for Class II injection under Applicable Law; (d) originates from a source not listed in the applicable Work Order; or (e) is accompanied by inadequate, inaccurate, or falsified documentation. Customer shall be responsible for all costs associated with the removal, transport, and lawful disposal of any rejected load.

3.4 Spill Response. In the event of a spill or release of Oilfield Fluids at or near any SDS Facility caused by Customer or its drivers, Customer shall immediately notify SDS and applicable regulatory authorities as required by Applicable Law, and shall be solely responsible for all cleanup, remediation, regulatory notification, and associated costs. Customer shall indemnify and hold SDS harmless from any third-party claims, fines, or penalties arising from such spill.

4. CUSTOMER OBLIGATIONS — E&P PRODUCERS

The provisions of this Section 4 apply to Customers that are oil and gas producers or operators delivering Oilfield Fluids generated from their leases, wells, completions, or workovers.

4.1 Lease, Well, and Source Information. Customer shall provide SDS with accurate and current RRC lease designations, API numbers, operator-of-record information, and a description of the anticipated Fluid Type(s) for all source leases, wells, completions, and workovers prior to commencement of disposal services. Customer shall promptly notify SDS of any change in lease ownership, operator status, RRC designation, or source Fluid Type that may affect disposal operations or regulatory reporting.

4.2 Volume and Fluid Type Authorization. Customer shall not deliver, or authorize any Hauling Contractor to deliver, volumes of Oilfield Fluids in excess of the Authorized Volume, or Fluid Types other than those pre-approved by SDS in the applicable Work Order, without prior written approval from SDS. Each Fluid Type delivered must be separately authorized by SDS and listed in the applicable Work Order.

4.3 Fluid Characterization. Prior to commencement of services and upon request by SDS at any time during the Term, Customer shall provide SDS with a fluid analysis or characterization report for each Fluid Type and source, including as applicable: total dissolved solids, chloride content, hydrogen sulfide levels, hydrocarbon content, total suspended solids, pH, density, and any other parameters reasonably requested by SDS to assess fluid compatibility with SDS's disposal formations, wellbore, and surface equipment. SDS may decline to accept any Fluid Type for which adequate characterization data has not been provided.

4.4 Hauling Contractor Authorization. If Customer intends to use one or more third-party Hauling Contractors to deliver Oilfield Fluids to SDS Facilities, Customer shall: (a) provide SDS with a written list of authorized Hauling Contractors; (b) ensure each such contractor executes or is bound by a service agreement consistent with the requirements of this Agreement; and (c) remain jointly and severally responsible to SDS for the acts and omissions of any such Hauling Contractor at an SDS Facility.

5. MEASUREMENT AND RUN TICKETS

5.1 Volume Measurement. SDS shall measure all Oilfield Fluids received at each Facility using calibrated meters, tank gauges, or other measurement devices in accordance with SDS's standard practices and Applicable Law. SDS's measurement shall be deemed conclusive and binding absent manifest error.

5.2 Run Tickets. SDS shall issue a Ticket for each load or delivery of Oilfield Fluids received at a Facility. Each Ticket shall reflect the Fluid Type designation provided by Customer or its Hauling Contractor at the time of delivery. Customer or its Hauling Contractor shall review and sign each Ticket at the time of delivery. Any dispute regarding a Ticket volume or Fluid Type designation must be submitted to SDS in writing within fifteen (15) calendar days of the Ticket date; thereafter, the Ticket shall be deemed final and accepted by Customer.

5.3 RRC Reporting. SDS shall report all received and injected volumes on a monthly basis to the Texas RRC via H-10 filings in accordance with Applicable Law. SDS shall make available to Customer, upon written request, copies of the applicable H-10 reports reflecting Customer's disposal volumes for any given month, subject to any confidentiality restrictions.

6. PRICING, INVOICING, AND PAYMENT

6.1 Disposal Rate. Customer shall pay SDS the applicable Disposal Rate set forth in Exhibit A for all Oilfield Fluids received at SDS Facilities under this Agreement. Disposal Rates may vary by Fluid Type as set forth in Exhibit A. SDS reserves the right to adjust any Disposal Rate upon thirty (30) days prior written notice to Customer. Customer's continued use of SDS Facilities following the effective date of a rate adjustment shall constitute acceptance of the new rate.

6.2 Invoicing. SDS shall invoice Customer on a monthly basis, or more frequently at SDS's election, for all disposal services rendered during the preceding billing period. Invoices shall reference applicable Ticket numbers, source lease information, volumes received, and applicable Disposal Rates.

6.3 Payment Terms. All invoices are due and payable within thirty (30) calendar days of the invoice date ("Due Date"). Payment shall be made by check, ACH, or wire transfer to SDS's designated account. SDS may, at its discretion, require prepayment or a deposit from new Customers prior to commencement of services.

6.4 Late Payment. Any amounts not paid by the Due Date shall accrue interest at the rate of one and one-half percent (1.5%) per month (18% per annum), or the maximum rate permitted by Applicable Law, whichever is less, from the Due Date until paid in full. SDS may suspend disposal services to Customer upon ten (10) days written notice if any invoice remains unpaid past the Due Date, without liability to SDS for any resulting losses or damages incurred by Customer.

6.5 Disputed Invoices. Customer shall pay all undisputed amounts by the Due Date and shall submit any good-faith invoice dispute to SDS in writing within fifteen (15) days of the invoice date, specifying in reasonable detail the basis for the dispute. The Parties shall work in good faith to resolve any dispute within thirty (30) days of submission. Failure to timely dispute an invoice shall constitute Customer's acceptance of the invoice.

6.6 Taxes. Customer shall be responsible for all sales, use, excise, or other taxes, fees, or assessments imposed by any governmental authority on the disposal services provided hereunder, except for taxes imposed on SDS's net income.

7. REGULATORY COMPLIANCE AND PERMITS

7.1 SDS Permits. SDS shall maintain all required RRC injection and disposal permits for each Facility in good standing and shall operate each Facility in compliance with Applicable Law. SDS shall promptly notify Customer if any Facility permit is suspended, revoked, or materially modified in a manner that affects Customer's disposal operations.

7.2 Customer Compliance. Customer shall comply with all Applicable Law in connection with its generation, transport, and delivery of Oilfield Fluids to SDS Facilities, including without limitation all RRC, TCEQ, Texas Department of Transportation (TxDOT), and federal Department of Transportation (USDOT) requirements applicable to oilfield fluid transport.

7.3 Prohibited Substances. Customer represents and warrants that no fluids delivered to any SDS Facility shall constitute hazardous waste, industrial waste, municipal waste, or any other substance regulated under the Resource Conservation and Recovery Act (RCRA) or other federal or state environmental law as anything other than a non-hazardous oilfield waste exempt from hazardous waste classification. Customer further warrants that all Fluid Types delivered have been pre-approved by SDS in writing and are authorized for injection at the applicable Facility under the Facility's RRC injection permit. Customer shall be solely liable for any regulatory consequences, cleanup costs, fines, or penalties arising from delivery of prohibited, non-exempt, or unauthorized substances to any SDS Facility.

7.4 Audit Rights. SDS reserves the right to audit Customer's source lease records and hauling documentation upon reasonable written notice to verify compliance with this Agreement and Applicable Law. Customer shall cooperate fully with any such audit.

8. REPRESENTATIONS AND WARRANTIES

8.1 Mutual Representations. Each Party represents and warrants to the other that: (a) it is duly organized and in good standing under the laws of its jurisdiction of formation; (b) it has full power and authority to enter into and perform its obligations under this Agreement; (c) this Agreement has been duly authorized, executed, and delivered and constitutes a valid and binding obligation of such Party; and (d) the execution and performance of this Agreement does not violate any applicable law, order, or agreement to which such Party is bound.

8.2 Customer Representations. Customer additionally represents and warrants that: (a) all Oilfield Fluids delivered to SDS Facilities originate from lawfully operated oil and gas leases, wells, completions, or workovers located in the State of Texas, or from other oilfield operational sources authorized for disposal at a Class II SWD under Applicable Law; (b) Customer holds all required permits, licenses, and authorizations necessary for the generation, transport, and disposal of each Fluid Type it delivers to SDS Facilities; (c) all Fluid Type designations and source information provided to SDS on Tickets and Work Orders are accurate and complete; (d) no Fluid Type delivered to SDS will be prohibited under Section 7.3 of this Agreement; and (e) Customer's Hauling Contractors, if any, hold all required commercial motor carrier authority and insurance.

9. INDEMNIFICATION AND LIMITATION OF LIABILITY

9.1 Customer Indemnification. Customer shall defend, indemnify, and hold harmless SDS, its members, managers, officers, employees, agents, and affiliates (collectively, "SDS Indemnitees") from and against any and all claims, demands, suits, losses, liabilities, damages, penalties, fines, costs, and expenses (including reasonable attorneys' fees) ("Losses") arising out of or relating to: (a) Customer's breach of any representation, warranty, covenant, or obligation under this Agreement; (b) the acts or omissions of Customer or its Hauling Contractors at any SDS Facility; (c) the delivery of prohibited, non-compliant, or misdescribed fluids to any SDS Facility; (d) any spill, release, or environmental contamination caused by Customer or its contractors; or (e) Customer's violation of any Applicable Law.

9.2 SDS Indemnification. SDS shall defend, indemnify, and hold harmless Customer, its members, managers, officers, and employees (collectively, "Customer Indemnitees") from and against any Losses arising out of or relating to SDS's: (a) gross negligence or willful misconduct in the operation of its Facilities; or (b) material breach of this Agreement.

9.3 Limitation of Liability. IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, PUNITIVE, OR EXEMPLARY DAMAGES, INCLUDING LOST PROFITS OR LOSS OF BUSINESS, ARISING OUT OF OR RELATED TO THIS AGREEMENT, REGARDLESS OF WHETHER SUCH DAMAGES WERE FORESEEABLE OR EITHER PARTY WAS ADVISED OF THE POSSIBILITY THEREOF. SDS'S TOTAL AGGREGATE LIABILITY TO CUSTOMER UNDER THIS AGREEMENT SHALL NOT EXCEED THE TOTAL AMOUNTS PAID BY CUSTOMER TO SDS IN THE THREE (3) MONTHS IMMEDIATELY PRECEDING THE EVENT GIVING RISE TO SUCH LIABILITY.

9.4 Comparative Fault. In the event that Losses result from the combined negligence or fault of both Parties, each Party's indemnification obligation shall be reduced proportionally to reflect the degree of fault attributable to the indemnified Party.

10. INSURANCE

10.1 Customer Insurance Requirements. During the Term of this Agreement, Customer shall maintain, at its sole expense, the following minimum insurance coverages with insurers rated A- VII or better by A.M. Best:

- Commercial General Liability: $1,000,000 per occurrence / $2,000,000 aggregate;
- Commercial Auto Liability (for Hauling Contractors): $1,000,000 combined single limit per occurrence, covering all owned, non-owned, and hired vehicles;
- Workers' Compensation: statutory limits as required by the State of Texas;
- Employer's Liability: $500,000 per occurrence; and
- Environmental/Pollution Liability (for Hauling Contractors and E&P Producers with annual volumes exceeding 50,000 barrels): $1,000,000 per occurrence / $2,000,000 aggregate.

10.2 Additional Insured. Customer shall name Salty Dog Service Company, LLC as an additional insured on its Commercial General Liability and Commercial Auto Liability policies. Customer shall provide SDS with certificates of insurance evidencing the required coverages within five (5) business days of executing this Agreement and upon each annual renewal thereafter.

10.3 SDS Insurance. SDS shall maintain commercial general liability and property insurance coverages consistent with industry practice for commercial SWD well operations.

11. TERM AND TERMINATION

11.1 Term. This Agreement shall commence on the Effective Date and shall continue for an initial term of one (1) year, unless earlier terminated as provided herein. Thereafter, this Agreement shall automatically renew for successive one (1) year periods unless either Party provides written notice of non-renewal at least thirty (30) days prior to the end of the then-current term (the initial term and all renewal periods, collectively, the "Term").

11.2 Termination for Convenience. Either Party may terminate this Agreement for any reason or no reason upon thirty (30) days prior written notice to the other Party. Any Work Orders in progress at the time of termination shall be completed and paid for in accordance with the terms of this Agreement unless otherwise agreed by the Parties in writing.

11.3 Termination for Cause. SDS may terminate this Agreement immediately upon written notice to Customer if: (a) Customer fails to pay any undisputed amount when due and does not cure such failure within ten (10) days of written notice; (b) Customer materially breaches any other provision of this Agreement and does not cure such breach within fifteen (15) days of written notice; (c) Customer delivers prohibited or hazardous fluids to any SDS Facility; (d) Customer or its Hauling Contractors engage in conduct that creates a safety risk or regulatory violation at any SDS Facility; or (e) Customer becomes insolvent, makes an assignment for the benefit of creditors, or is the subject of a bankruptcy, receivership, or similar proceeding.

11.4 Effect of Termination. Upon termination or expiration of this Agreement for any reason: (a) all outstanding invoices shall become immediately due and payable; (b) Customer shall have no further right to access any SDS Facility; and (c) Sections 6, 7.3, 9, 12, 13, 14, 15, and 16 shall survive and continue in full force and effect.

12. CONFIDENTIALITY

Each Party agrees to keep confidential all non-public information disclosed by the other Party in connection with this Agreement, including pricing, facility operational data, and Customer account information ("Confidential Information"), and to use such information solely for purposes of performing its obligations hereunder. Neither Party shall disclose Confidential Information to any third party without the other Party's prior written consent, except to employees, contractors, attorneys, or accountants who have a need to know and are bound by equivalent confidentiality obligations. This Section 12 shall survive termination or expiration of this Agreement for a period of three (3) years.

13. FORCE MAJEURE

Neither Party shall be liable to the other for any delay or failure to perform its obligations under this Agreement to the extent caused by circumstances beyond such Party's reasonable control, including acts of God, natural disasters, floods, fires, epidemics, war, terrorism, governmental orders, strikes, labor disputes, equipment failures, RRC or regulatory orders requiring shutdown, or other similar events ("Force Majeure Events"). The affected Party shall provide prompt written notice to the other Party describing the Force Majeure Event and its anticipated duration and shall use commercially reasonable efforts to resume performance as soon as practicable. If a Force Majeure Event affecting SDS continues for more than sixty (60) days, Customer may terminate the applicable Work Order(s) upon written notice without penalty.

14. DISPUTE RESOLUTION

14.1 Good-Faith Negotiation. In the event of any dispute arising out of or relating to this Agreement, the Parties shall first attempt to resolve such dispute through good-faith negotiation between senior representatives of the Parties for a period of thirty (30) days following written notice of the dispute from one Party to the other.

14.2 Mediation. If the Parties are unable to resolve a dispute through negotiation within thirty (30) days, either Party may initiate non-binding mediation administered by a mutually agreed mediator in Austin, Texas, or such other location as the Parties may agree.

14.3 Litigation. If mediation is unsuccessful, either Party may pursue its rights and remedies in a court of competent jurisdiction. The Parties consent to exclusive jurisdiction and venue in the state or federal courts located in Lee County, Texas. Nothing in this Section 14 shall preclude either Party from seeking injunctive or other equitable relief in any court of competent jurisdiction to prevent irreparable harm.

15. SECURITY INTEREST AND LIEN FOR UNPAID INVOICES

15.1 Grant of Security Interest. To secure the full and timely payment of all amounts owed by Customer to SDS under this Agreement, including without limitation all disposal fees, late charges, interest, costs of collection, and attorneys' fees (collectively, the "Secured Obligations"), Customer hereby grants to SDS a continuing first-priority security interest in and lien upon the following collateral (the "Collateral"):

- All accounts receivable, contract rights, and payment intangibles of Customer arising from or related to the sale, transport, or disposition of oil, gas, or Oilfield Fluids from any lease, well, completion, or workover for which SDS has provided disposal services;
- All of Customer's right, title, and interest in and to any working interest, royalty interest, overriding royalty interest, net profits interest, or other oil and gas property interest associated with any lease or well from which Oilfield Fluids are delivered to an SDS Facility under this Agreement;
- All proceeds, products, and revenues of the foregoing, including insurance proceeds; and
- All of Customer's books, records, and data related to the foregoing Collateral.

15.2 Texas Statutory Lien. In addition to and not in lieu of the contractual security interest granted in Section 15.1, SDS hereby asserts and Customer acknowledges SDS's right to claim a lien against Customer's oil and gas interests, leasehold estates, and associated production revenues pursuant to the Texas Property Code, Chapter 56 (Mineral Contractor's Lien) and Chapter 70 (Possessory Liens), to the extent applicable, for all unpaid amounts due under this Agreement. Customer consents to the filing of any lien affidavit or notice by SDS as may be required or permitted under Applicable Law to perfect and enforce such lien.

15.3 UCC Financing Statement. Customer authorizes SDS to file, at any time and without further notice or consent, one or more UCC-1 financing statements (and any amendments or continuations thereof) with the Texas Secretary of State and any other applicable filing office, describing the Collateral in which SDS holds a security interest under this Agreement. Customer shall, upon request, execute and deliver to SDS such additional documents, instruments, and agreements as SDS may reasonably require to perfect, maintain, or enforce its security interest in the Collateral.

15.4 Default and Remedies. Upon the occurrence of any of the following events (each, a "Default"): (a) Customer's failure to pay any undisputed Secured Obligation when due and the continuation of such failure for ten (10) days following written notice from SDS; (b) Customer's material breach of any other provision of this Agreement; (c) Customer's insolvency, bankruptcy filing, assignment for the benefit of creditors, or appointment of a receiver; or (d) any attachment, levy, or execution against any material portion of the Collateral — SDS shall have the right to exercise all rights and remedies available to a secured creditor under the Texas Business & Commerce Code (Uniform Commercial Code), Chapter 9, including without limitation: (i) taking possession of and selling the Collateral in a commercially reasonable manner; (ii) applying any proceeds from the disposition of Collateral first to the costs of collection and enforcement, then to the outstanding Secured Obligations; (iii) seeking injunctive relief or specific performance; and (iv) pursuing any other remedy available at law or in equity. SDS's rights and remedies under this Section 15 are cumulative and not exclusive of any other rights or remedies available to SDS under this Agreement or Applicable Law.

15.5 Preservation of Lien Priority. Customer shall not, without SDS's prior written consent, grant any other lien, security interest, mortgage, or encumbrance on any Collateral that would be senior to or pari passu with SDS's security interest granted hereunder. Customer shall promptly notify SDS in writing of any third-party lien, levy, or claim asserted against the Collateral.

15.6 Attorney's Fees and Costs of Collection. In the event SDS is required to enforce its rights under this Section 15 or to collect any amounts owed under this Agreement through legal action or otherwise, Customer shall be liable for all reasonable attorneys' fees, court costs, filing fees, and other collection expenses incurred by SDS, whether or not suit is filed.

16. GENERAL PROVISIONS

16.1 Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Texas, without regard to conflicts of law principles.

16.2 Entire Agreement. This Agreement, together with all Exhibits attached hereto, constitutes the entire agreement between the Parties with respect to the subject matter hereof and supersedes all prior negotiations, representations, warranties, and understandings of the Parties with respect thereto.

16.3 Amendments. No amendment, modification, or waiver of any provision of this Agreement shall be valid unless made in writing and signed by authorized representatives of both Parties.

16.4 Assignment. Customer shall not assign this Agreement or any rights or obligations hereunder without SDS's prior written consent, which may be withheld in SDS's sole discretion. SDS may assign this Agreement to any affiliate or successor entity upon written notice to Customer. Any purported assignment in violation of this Section shall be void.

16.5 Independent Contractors. The Parties are independent contractors. Nothing in this Agreement shall be construed to create a partnership, joint venture, agency, employment, or fiduciary relationship between the Parties.

16.6 Notices. All notices required or permitted under this Agreement shall be in writing and delivered by: (a) hand delivery; (b) overnight courier; (c) certified mail, return receipt requested; or (d) email with confirmation of receipt, to the addresses set forth in the signature block below or as updated by written notice.

16.7 Severability. If any provision of this Agreement is held invalid, illegal, or unenforceable, such provision shall be modified to the minimum extent necessary to make it valid and enforceable, and the validity and enforceability of the remaining provisions shall not be affected.

16.8 Waiver. No waiver by either Party of any breach or default of any provision of this Agreement shall be deemed a waiver of any subsequent breach or default.

16.9 Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original, and all of which together shall constitute one and the same instrument. Electronic signatures and PDF copies shall be deemed originals.

16.10 No Third-Party Beneficiaries. This Agreement is for the sole benefit of the Parties and their permitted successors and assigns. Nothing herein shall create or be deemed to create any rights in any third party.

SIGNATURE PAGE

IN WITNESS WHEREOF, the Parties have executed this Master Service Agreement as of the Effective Date written below.

SALTY DOG SERVICE COMPANY, LLC

Signature ______________________

Printed Name & Title ______________________

Company Name ______________________

Date ______________________

CUSTOMER

Signature ______________________

Printed Name & Title ______________________

Company Name ______________________

Date ______________________

EXHIBIT A — DISPOSAL RATE SCHEDULE

The following Disposal Rates apply to Oilfield Fluids received at SDS Facilities under this Agreement. All rates are quoted in U.S. Dollars per barrel (42 U.S. gallons). Rates are organized by Fluid Type as defined in Section 1 of this Agreement. SDS may accept additional Fluid Types not listed below upon written approval and execution of a supplemental Work Order. Rates are subject to adjustment by SDS upon thirty (30) days written notice.

Fluid Type	Base Rate ($/Bbl)	Surcharge ($/Bbl)	Min. Load (Bbls)	Work Order Req'd
PRODUCED & FORMATION WATER				
Produced Water (formation brine / connate water)	$________	—	—	Yes
High-Chloride Brine (>150,000 mg/L TDS)	$________	$________	—	Yes
COMPLETION & FRACTURING FLUIDS				
Hydraulic Fracturing Flowback Water	$________	—	________	Yes
Completion Fluids (non-hazardous)	$________	—	________	Yes
Frac Tank Rinse / Equipment Wash Water	$________	—	—	Yes
WORKOVER & WELL SERVICING FLUIDS				
Workover / Kill Fluids	$________	—	—	Yes
Stimulation / Acid Job Flowback (non-hazardous)	$________	$________	________	Yes
DRILLING FLUIDS & PIT FLUIDS				
Non-Hazardous Water-Based Drilling Fluids	$________	$________	________	Yes
Pit Fluids / Reserve Pit Water	$________	$________	________	Yes
Tank Bottoms (oilfield, non-hazardous)	$________	$________	________	Yes

VOLUME PRICING ADJUSTMENTS				
High-Volume Discount (>10,000 Bbl/mo, all types)	$________	—	10,000	Negotiated
Dedicated / Contract Volume Rate	$________	—	________	Yes

Notes: (1) All rates are exclusive of applicable Texas state taxes. (2) A surcharge applies to any Fluid Type requiring additional testing, handling, or pre-treatment prior to injection. (3) SDS reserves the right to impose a fuel surcharge of up to ten percent (10%) of the applicable Disposal Rate during periods of elevated fuel costs, upon fourteen (14) days written notice to Customer. (4) Fluid Types not listed above require written pre-approval from SDS and a separate Work Order before delivery. (5) Misrepresentation of Fluid Type on a Ticket or Work Order may result in immediate account suspension and Customer liability for all resulting costs.

EXHIBIT B — CUSTOMER ACCOUNT APPLICATION

Please complete all fields and return to Salty Dog Service Company, LLC along with your executed Master Service Agreement and certificates of insurance.

Legal Company Name: ______________________________

DBA / Trade Name (if any): ______________________________

Federal Tax ID (EIN): ______________________________

State of Formation: ______________________________

Registered Agent Name & Address: ______________________________

Primary Contact Name & Title: ______________________________

Primary Contact Phone: ______________________________

Primary Contact Email: ______________________________

Billing Address: ______________________________

RRC Operator Number (if E&P): ______________________________

Source Lease(s) / API No(s). (if E&P): ______________________________

MC / DOT Number (if Hauling Contractor): ______________________________

Authorized Hauling Contractor(s) (if E&P): ______________________________

Estimated Monthly Volume (Bbls): ______________________________

Fluid Type(s) to be Delivered: ______________________________

Preferred Facility / SWD Well: ______________________________

☐ Hauling Contractor (transporting Oilfield Fluids on behalf of an E&P company or on direct account — includes produced water, flowback, completion/workover fluids, pit fluids, and other RRC-authorized fluid types)

☐ E&P Producer / Operator (direct disposal account)

Customer Type (check one):

By signing below, the undersigned certifies that all information provided in this Account Application is true, accurate, and complete, and agrees to be bound by the terms of the Master Service Agreement to which this Exhibit is attached.

SALTY DOG SERVICE COMPANY, LLC	**CUSTOMER**
Signature	Signature
Printed Name & Title	Printed Name & Title
Company Name	Company Name
Date	Date

EXHIBIT C — CREDIT APPLICATION

SALTY DOG SERVICE COMPANY, LLC

Commercial Credit Application — Saltwater Disposal Services

All information provided in this Credit Application is held in strict confidence and used solely for the purpose of evaluating Customer's creditworthiness for open-account disposal services. Submission of this application does not guarantee the extension of credit. SDS reserves the right to approve, deny, or limit credit terms in its sole discretion.

PART 1 — BUSINESS INFORMATION

Legal Business Name: ______________________________

DBA / Trade Name: ______________________________

Business Type: ______________________________

State & Date of Formation: ______________________________

Federal EIN: ______________________________

Principal Business Address: ______________________________

Mailing Address (if different): ______________________________

Main Phone: ______________________________

Website (if any): ______________________________

PART 2 — OWNERS, PRINCIPALS & AUTHORIZED SIGNATORIES

List all owners holding 20% or more of Customer's equity and all individuals authorized to bind Customer to disposal service obligations.

Full Name	Title / Role	% Ownership	SSN (last 4)	Phone	Email

PART 3 — CREDIT TERMS REQUESTED

Credit Limit Requested ($): ______________________________

Payment Terms Requested: ______________________________

Est. Monthly Disposal Vol. (Bbls): ______________________________

Est. Monthly Spend ($): ______________________________

Preferred Billing Cycle: ______________________________

Purchase Order Required? ______________________________

AP Contact Name & Email: ______________________________

AP Contact Phone: ______________________________

PART 4 — TRADE REFERENCES

Provide three (3) trade references with whom Customer currently maintains open-account terms, preferably oilfield service vendors or water handling companies.

Reference 1

Company Name: ____________________

Contact Name & Title: ____________________

Phone / Email: ____________________

Account Open Since: ____________________

Approx. Credit Limit ($): ____________________

Reference 2

Company Name: ____________________

Contact Name & Title: ____________________

Phone / Email: ____________________

Account Open Since: ____________________

Approx. Credit Limit ($): ____________________

Reference 3

Company Name: ____________________

Contact Name & Title: ____________________

Phone / Email: ____________________

Account Open Since: ____________________

Approx. Credit Limit ($): ____________________

PART 5 — BANKING REFERENCE

Bank Name: ____________________

Branch / City: ____________________

Banker Contact Name: ____________________

Banker Phone: ____________________

Account Type(s): ____________________

PART 6 — FINANCIAL DISCLOSURES

Answer all questions. Attach a separate sheet if additional space is needed.

Has Customer filed for bankruptcy within the last seven (7) years?	YES	NO
Is Customer currently subject to any pending lawsuits, judgments, or liens?	YES	NO

Has Customer had a prior account with SDS or any affiliated company?	YES	NO
Does Customer have any outstanding delinquent accounts with oilfield service vendors?	YES	NO
Is Customer currently in default under any loan, credit agreement, or lease?	YES	NO

If YES to any above, explain:	

PART 7 — PERSONAL GUARANTEE (REQUIRED FOR ENTITIES WITH < 2 YEARS OPERATING HISTORY OR CREDIT LIMIT > $25,000)

The undersigned individual(s), as owner(s) or principal(s) of Customer, unconditionally and personally guarantee(s) the full and prompt payment of all amounts owed by Customer to Salty Dog Service Company, LLC under the Master Service Agreement and any Work Orders issued thereunder. This guarantee is continuing and irrevocable and shall remain in effect until all Secured Obligations of Customer have been paid in full. Guarantor(s) waive(s) notice of acceptance of this guarantee, notice of default, and all other notices to which Guarantor might otherwise be entitled.

GUARANTOR 1

Guarantor Signature ______________________

Printed Name ______________________

Home Address ______________________

Date ______________________

GUARANTOR 2 (if applicable)

Guarantor Signature ______________________

Printed Name ______________________

Home Address ______________________

Date ______________________

PART 8 — AUTHORIZATION AND CERTIFICATION

By signing below, the authorized representative of Customer certifies that: (1) all information provided in this Credit Application is true, accurate, and complete; (2) Customer authorizes Salty Dog Service Company, LLC to verify all information provided herein, contact the listed trade and banking references, and obtain a business credit report from one or more commercial credit bureaus; (3) Customer acknowledges that SDS's extension of credit is subject to SDS's approval in its sole discretion and that SDS may revoke or modify credit terms at any time upon written notice; and (4) Customer agrees that the security interest and lien provisions of Section 15 of the Master Service Agreement shall apply to all amounts outstanding under any approved credit account.

SALTY DOG SERVICE COMPANY, LLC

Signature ______________________

Printed Name & Title ______________________

Company Name ______________________

Date ______________________

CUSTOMER

Signature ______________________

Printed Name & Title ______________________

Company Name ______________________

Date ______________________

Return completed application with executed MSA and certificates of insurance to:

Salty Dog Service Company, LLC
Attn: Accounts Receivable / Credit Department
Giddings, Texas | Operator No. 101716
Email: _________________________ | *Phone:* _________________________