

**MASTER AGREEMENT OF PURCHASE AND SALE
OF SCRAP AND SURPLUS MATERIALS**

THIS MASTER AGREEMENT OF PURCHASE AND SALE OF SCRAP AND SURPLUS MATERIALS is made and entered into this 19th day of April 2024 between

BUYER:

SELLER: XTO Energy, Inc. 6401 Holiday Hill Road, Building # 5 Midland, TX 79707

Buyer and Seller have, in consideration of the terms and conditions set out below, agreed as follows:

1. Buyer shall purchase from Seller, and Seller shall convey to Buyer, all of Seller's right, title and interest in and to scrap and surplus equipment (the "Equipment"), the description, quantity and location ("Equipment Location") of which shall be agreed to by Seller and Buyer. in an oral or written order.
2. Buyer shall pay Seller the Purchase Price as specified in the applicable order for the Equipment, together with all applicable sales and use taxes. The Purchase Price shall be paid by Buyer to Seller by wire, vendor check, credit memo or cashiers check prior to the Buyer's removal of the Equipment, or within 30 days thereafter.
3. Buyer shall coordinate with Seller to remove the Equipment from the Equipment Location in connection with each purchase and sale.
 - (a) Buyer assumes all cost and responsibility for the safe and proper removal of the Equipment from the Equipment Location, using Buyer's safe and appropriate carrier. The Equipment shall be removed from the Equipment Location on the date agreed to by Buyer and Seller.
 - (b) BUYER MAY NOT ACCESS ANY EQUIPMENT LOCATION OWNED OR CONTROLLED BY SELLER WITHOUT (i) A REPRESENTATIVE OF SELLER BEING PRESENT AND (ii) FOLLOWING ALL OF SELLER'S SAFETY RULES AND DIRECTIVES.
 - (c) If the Equipment Location is owned or controlled by a third party, Buyer shall follow all of the third party's rules and regulations regarding entrance and access to the Equipment Location and the Equipment, and all of the third party's safety or workplace rules and regulations. If Buyer fails to remove the Equipment from a third party-owned Equipment Location within fifteen days from the date of payment, Buyer shall pay all storage charges charged or imposed by that third party.
 - (d) Title and risk of loss to the Equipment shall pass to Buyer when payment is received, or Equipment accepted by the Buyer: whichever action occurs first.
4. Seller warrants that it has good and marketable title to the Equipment.
5. Buyer acknowledges and agrees that:
 - (a) Seller has used the Equipment in oil and gas operations or at an oil and gas facility.
 - (b) Buyer is fully familiar with the manner in which such Equipment is and has been used and the effects that such use may have on the Equipment, including, without limitation, structural stress and exposure to corrosive elements such as water, salt and other chemicals.
 - (c) The Equipment is surplus and/or junk, is not designed for structural purposes, and its welding and metallurgical properties vary significantly as compared to structural steel.
 - (d) Buyer has the expertise to evaluate the condition and suitability of the Equipment for the purposes that it intends, and has had full opportunity to inspect the Equipment in order to make such evaluation.

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(e) Buyer has not relied on Seller in any way in making any determination as to the condition, suitability or fitness of the Equipment for its intended purpose.

(f) THE EQUIPMENT IS BEING SOLD "AS IS WHERE IS," "WITH ALL FAULTS," AND WITH ALL DEFECTS AND DEFICIENCIES, BOTH PATENT AND LATENT.

(g) SELLER MAKES NO REPRESENTATIONS OR WARRANTIES WHATSOEVER REGARDING THE EQUIPMENT, WHETHER EXPRESS OR IMPLIED AT LAW OR OTHERWISE (EXCEPT AS SET OUT IN THIS AGREEMENT), INCLUDING, WITHOUT LIMITATION, ANY REPRESENTATION OR WARRANTY AS TO QUANTITY, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, CONDITION OR SAFETY OF THE EQUIPMENT OR THE EQUIPMENT LOCATION, COMPLIANCE WITH REGULATORY AND ENVIRONMENTAL REQUIREMENTS, THE PRESENCE OR LACK OF ANY HAZARDOUS MATERIALS, OR OTHERWISE. SELLER DOES NOT IN ANY WAY REPRESENT OR WARRANT THE ACCURACY OR COMPLETENESS OF ANY INFORMATION, DATA OR OTHER MATERIALS (WRITTEN OR ORAL) FURNISHED TO BUYER BY OR ON BEHALF OF SELLER.

6. Buyer has made an independent determination of the presence, if any, of hazardous materials and Naturally Occurring Radioactive Materials ("NORM"). Buyer shall notify Seller, before removing the Equipment from the Equipment Location, of any Equipment that Buyer believes contains NORM. Buyer expressly understands that special procedures may be required for the remediation, removal, transportation and disposal of hydrocarbon deposits, asbestos and NORM from the Equipment where it may be found, and Buyer assumes all liability for or in connection with assessment, remediation, removal, transportation and disposal of any such materials and associated activities in accordance with all rules, regulations and requirements of governmental agencies. Further, once the Equipment has been removed from the Equipment Location, Buyer shall take all measures to ensure, at its sole expense, the proper storage, handling and disposal of all hazardous materials and NORM, if any, contained in the Equipment, as required by applicable laws and regulations.

7. BUYER SHALL BE LIABLE FOR AND SHALL RELEASE, DEFEND, INDEMNIFY AND SAVE COMPLETELY HARMLESS SELLER, ITS AFFILIATES AND THEIR RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES, CONTRACTORS, REPRESENTATIVES, SERVANTS, AND AGENTS (COLLECTIVELY "SELLER PARTIES") FROM ANY AND ALL CLAIMS, COSTS, DAMAGES, LOSSES, AND LIABILITIES WHATSOEVER (COLLECTIVELY "CLAIMS"), INCLUDING BUT NOT LIMITED TO COURT COSTS AND REASONABLE ATTORNEYS FEES, ARISING ON OR AFTER THE DATE OF THIS AGREEMENT BROUGHT BY ANYONE WHOMSOEVER (INCLUDING, WITHOUT LIMITATION, BUYER AND BUYER'S EMPLOYEES) AGAINST SELLER PARTIES WHICH ARE IN ANY WAY RELATED TO THE EQUIPMENT, THE EQUIPMENT LOCATION, OR CONNECTED WITH OR TO THE ACTS OR OMISSIONS OF BUYER, ITS EMPLOYEES, REPRESENTATIVES OR AGENTS WITH REGARD TO THE DISMANTLING, LOADING, REMOVAL, USE, OWNERSHIP OR OPERATORSHIP OF THE EQUIPMENT, WHETHER OR NOT BUYER AT SUCH TIME HAS ANY INTEREST IN THE EQUIPMENT. BUYER'S INDEMNIFICATION SHALL EXTEND TO AND, INCLUDE, WITHOUT LIMITATION, 1) CLAIMS ARISING IN WHOLE OR IN PART FROM THE ACTIVITIES, NEGLIGENCE, GROSS NEGLIGENCE, WILLFUL MISCONDUCT, OR STRICT LIABILITY OF SELLER PARTIES, WHETHER ACTIVE, PASSIVE, JOINT, CONCURRENT OR SOLE; 2) BUYER'S BREACH OF THE TERMS OF THIS AGREEMENT; 3) BUYER'S PRESENCE ON SELLER PARTIES' PREMISES OR THE EQUIPMENT LOCATION; 4) THE DISMANTLING AND LOADING OF THE EQUIPMENT AND ITS REMOVAL FROM SELLER PARTIES' PREMISES OR THE EQUIPMENT LOCATION; OR 5) THE EXISTENCE OF THE EQUIPMENT OR USE OF IT, EVEN IF THE CLAIMS RESULT WHOLLY OR PARTIALLY FROM SELLER PARTIES' NEGLIGENCE.

8. Buyer represents that it and any subcontractors it engages to aid in the removal of the Equipment have at least the following insurance coverages, with limits that are not less than the amounts specified.

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(a) Worker's Compensation and Employer's Liability Insurance as required by State laws as well as Federal laws, if applicable.

(b) Commercial General Liability Insurance INCLUDING CONTRACTUAL LIABILITY, with minimum limits of liability for injury, death, or property damage of \$1,000,000 combined single limit per occurrence, and an aggregate annual limit of not less than \$2,000,000.

(c) Automobile Liability Insurance covering owned, hired, and non-owned vehicles used by Buyer, with minimum limits of liability for injury, death, or property damage of \$1,000,000 combined single limit per occurrence.

(d) If requested by Seller, Buyer shall provide insurance certificates and declarations of coverage.

9. All insurance policies and coverages will be primary to, and receive no contribution from, any other insurance or self-insurance programs maintained by or on behalf of or benefiting Seller.

10. If applicable, Buyer shall remove from the Equipment all markings that identify Seller and its affiliated companies, including, without limitation, any Seller name, trademark, and local equipment number, as well as any names or marks identifying the Equipment Location.

11. Buyer shall not use Seller's (or any affiliate's) name, trade name, or trademarks in any advertising or communication to the public, or make publicity releases or announcements concerning this Agreement, sale, services, or related activities, in any format, without Seller's prior express written consent.

12. The validity and interpretation of this Agreement shall be governed by the laws of the State of Texas without reference to its principles of conflicts of law. Exclusive venue and jurisdiction of any dispute arising out of or connected with this Agreement shall lie within the state or federal courts in Tarrant County, Texas.

13. If any provision of this Agreement is partially or completely unenforceable under applicable law governing this Agreement, then such provision shall be deemed amended to the extent necessary to make it enforceable, if possible. If amendment is not possible, then such provision shall be deemed deleted, with the remaining provisions in full force and effect, unless such deletion materially alters the benefit of either party's bargain, in which case such party may terminate the Agreement without cost or penalty.

14. This Agreement constitutes the entire agreement between Buyer and Seller with respect to the Equipment, and it supersedes all prior negotiations, representations, or agreements, either oral or written, related to the Equipment and this Agreement.

In witness whereof, Buyer and Seller have duly executed this Agreement in duplicate originals.

Buyer

XTO Energy, Inc.
Seller

By: _____

By: _____

Printed Name: _____

Printed Name: _____

Title: _____

Title: _____

Date: _____

Date: _____