

# MASTER SERVICES AGREEMENT

This Master Services Agreement (the “**Agreement**”) is made effective \_\_\_\_\_ (“**Effective Date**”) by and between BCP Resources LLC, a Texas limited liability company (“**Company**”) and \_\_\_\_\_, a \_\_\_\_\_, (Company and Contractor each individually a “**Party**” and collectively the “**Parties**”).

## RECITALS

**WHEREAS**, Company is in the business of operating and producing oil and gas wells; and

**WHEREAS**, Contractor is in the business of providing oilfield services, goods, or materials that may be useful or necessary for Company’s business operations; and

**WHEREAS**, Company and Contractor wish to enter into an agreement governing the terms and conditions under which Contractor may supply oilfield services, goods, and materials to Company, to the extent mutually agreed by the Parties from time to time.

**NOW, THEREFORE**, in consideration of the mutual covenants and agreements in this Agreement, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Company and Contractor agree as follows:

1. **DEFINITIONS**. The following terms have the meanings specified or referred to in this Section 1:

- (a) “**Agreement**” has the meaning set forth in the preamble to this Agreement.
- (b) “**Business Day**” means any day except Saturday, Sunday, or other day on which commercial banks in Midland, Texas are authorized or required by law to be closed for business.
- (c) “**Claims**” has the meaning set forth in Section 7(a).
- (d) “**Company**” has the meaning set forth in the preamble to this Agreement.
- (e) “**Company Group**” means, individually or in any combination, Company, its parents, subsidiaries, affiliates, partners, co-venturers, working interest partners, co-lessees, and joint interest owners, contractors and subcontractors of any tier (other than Contractor Group) and its and their officers, directors, members, managers, partners, employees, invitees, trustees, agents, attorneys, and representatives.
- (f) “**Confidential Information**” has the meaning set forth in Section 9(a).
- (g) “**Contractor**” has the meaning set forth in the preamble to this Agreement.

(h) “**Contractor Group**” means, individually or in any combination, Contractor, its parents, subsidiaries, affiliates, partners, contractors and subcontractors of any tier (other than Company Group) and its and their officers, directors, members, managers, partners, employees, invitees, trustees, agents, attorneys, and representatives.

(i) “**Effective Date**” has the meaning set forth in the preamble to this Agreement.

(j) “**Force Majeure Event(s)**” has the meaning set forth in Section 11(g).

(k) “**Impacted Party**” has the meaning set forth in Section 11(g).

(l) “**Party**” has the meaning set forth in the preamble to this Agreement.

(m) “**Term**” has the meaning set forth in Section 3(a).

(n) “**Work**” means any and all services, materials, and goods provided by or on behalf of Contractor to Company or its parents, subsidiaries, or affiliates.

(o) “**Work Order**” means a work order, service order, purchase order, invoice, or other document or writing that: (i) is signed, accepted, or otherwise agreed to by both Parties; and (ii) includes the essential details of the Work to be provided by Contractor under this Agreement.

## **2. SCOPE AND CONSTRUCTION OF AGREEMENT.**

(a) Scope and Conflicts. This Agreement applies to and governs all Work during the Term. This Agreement controls to the extent of any conflict with any Work Order or other document pertaining to Work. Without limitation of the other terms of this Section, any provisions in a Work Order or other document pertaining to Work that purport to or would have the effect of overriding, amending, modifying, or negating any terms of this Agreement relating to warranties, releases, indemnification, insurance, liabilities, or allocation of responsibility for risk or loss are null and void, even if such Work Order or other document is signed, accepted, or approved by an agent, employee, or representative of Company.

(b) No Obligation to Request or Accept Work. Nothing in this Agreement obligates Company to request Work or Contractor to agree to perform Work.

(c) Amendments, Modifications and Waivers. This Agreement may be amended, modified or otherwise altered or its provisions waived only by a written amendment, signed by an authorized representative of each Party reflecting the actual and express mutual intent of both Parties to amend, modify or waive this Agreement. Unless expressly specified to the contrary, the waiver of any requirement or provision in this Agreement on any particular occasion shall not (i) be deemed a waiver of such requirement or provision on other occasions, or (ii) be deemed a waiver of any other remedies hereunder or at law. Although Company may from time to time sign Contractor’s field tickets, forms for receipt, acknowledgment, documentation, terms of service or similar forms, the terms

and conditions associated with such forms (by whatever title) shall not amend, modify, waive or release any aspect of this Agreement or any Work Order. No field personnel of either Party are authorized to amend or waive any terms of this Agreement.

### **3. TERM AND TERMINATION.**

(a) Term. This Agreement commences on the Effective Date and will continue in full force and effect until terminated in accordance with its terms (the “**Term**”).

(b) Termination by Either Party. Either Party may terminate this Agreement with respect to Work not then the subject of a Work Order, at any time without cause and without liability upon thirty (30) days prior written notice to the other Party. However, the provisions of this Agreement shall continue to apply to all existing Work Orders, and, except as provided in Sub-section (c) below, neither Party shall by reason of such prospective termination of this Agreement be relieved of its obligations and liabilities arising in connection with Work performed under any existing Work Order.

(c) Notwithstanding the above, Company shall have the right to immediately terminate any Work Order at any time without cause. In such case, Company shall pay Contractor for all Work properly performed prior to termination and shall reimburse Contractor for all documented direct expenses (not overhead or profit) reasonably and necessarily incurred by Contractor in the demobilization of Contractor’s goods and Contractor Group.

(d) Notwithstanding Sub-sections (a) and (b) above, Company shall have the right to immediately terminate this Agreement and/or any existing Work Order(s) without further obligation (except payment for Work properly performed) if Contractor: (i) breaches any warranty; (ii) becomes insolvent, or if insolvency, receivership, or bankruptcy proceedings are commenced by or against Contractor; (iii) fails to comply with Section 11(c) of this Agreement; (iv) fails to follow its own procedures and/or to observe Company’s safety requirements; or (v) breaches any other material provision hereunder.

(e) Survival. After the termination of this Agreement, certain obligations of the Parties under this Agreement survive as provided in Section 11(h).

### **4. PERFORMANCE OF WORK.**

(a) Work Orders. The Parties may agree to Work by entering into one or more Work Orders as defined herein, the form of which shall be in substantially the same form as Exhibit “A,” attached hereto. Company may at its option terminate a Work Order by notice to Contractor at any time before the Work is commenced.

(b) Contractor Group. All personnel of Contractor and its subcontractors will be experienced and qualified for the tasks they perform. If Company notifies Contractor that it is dissatisfied with the conduct of Contractor’s employees or other personnel performing any Work, Contractor shall promptly investigate and, if necessary, replace or re-assign personnel. Contractor agrees not to use any employee whose employment violates applicable labor laws to perform any Work.

(c) Independent Contractor. In performing Work, Contractor shall at all times be and act as an independent contractor. Company will have no direction or control of Contractor or its subcontractors, employees, and agents except in specifying the results to be obtained. The actual performance and supervision of all Work shall be by Contractor, but Work will be subject to the approval of Company. Contractor's performance of its obligations or duties under this Agreement will not under any circumstances result in Contractor, its subcontractors, or anyone employed by Contractor or its subcontractors, being: (i) an employee, agent, servant, or representative of Company or its parents, subsidiaries, or affiliates; or (ii) entitled to any benefits from Company other than as expressly provided in this Agreement. No provisions of this Agreement may be construed as creating a partnership, joint venture, or other association whereby the Company and Contractor would be jointly liable or liable as partners or co-venturers.

(d) Access to Work Locations. Company shall provide Contractor and its subcontractors, employees, and other personnel access to each site where Work is performed. Contractor's access shall be limited to its employees, subcontractors, and other personnel necessary for performance of the Work. Contractor may not allow unauthorized persons to enter any worksite. Contractor shall abide by and cause its employees, subcontractors, and other personnel to abide by any worksite rules and procedures.

(e) Equipment, Labor, and Materials; Restoration of Work Site. Except as otherwise agreed by the Parties in writing, Contractor shall, at its own cost and expense, provide the necessary goods, labor, services, supervision, transportation, equipment, machinery, repairs, and supplies for the Work, including any safety equipment necessary or appropriate for the performance of Work. Contractor's materials, equipment, machinery, and supplies used in the performance of Work shall be brought to the worksite in working order, kept in good repair, and remain in Contractor's sole care, custody, operation, and control at all times. Unless otherwise specified, Contractor shall deliver (or cause to be delivered) all goods and materials F.O.B. the location specified in the Work Order. On completion of any Work performed under this Agreement, Contractor shall remove its surplus material and equipment from the Work site and clean up the Work site, lawfully disposing of all its waste and trash.

(f) Time of Performance. Time is of the essence in performance of Work. Contractor shall commence Work at the time agreed and complete Work with due diligence and in a timely manner. If Contractor fails to timely commence or perform any Work, Company may terminate such Work without liability to Contractor.

(g) Records, Reports and Data. Contractor shall prepare and provide to Company all records, reports, and data that: (i) are reasonably necessary to confirm the performance of the Work specified in the Work Order; (ii) are otherwise usual and customary in the oil and gas industry for the type of Work performed; (iii) document any Work-related incidents, accidents, damages, or injuries; or (iv) are otherwise agreed between the Parties or required under applicable law. To the extent any governmental authority requires Contractor or its agents to prepare, execute, or submit any documents, forms, or filings in connection with any Work, Contractor shall comply with such requirements and provide copies of the documents, forms, or filings to Company.

(h) Assignment and Subcontracting. Contractor may not assign this Contract or subcontract any Work without the prior written consent of Company. Any permitted assignment of this Agreement or subcontracting of any Work will not relieve Contractor of its duties or obligations under this Agreement.

(i) Compliance with Laws. Contractor shall comply and cause its employees, subcontractors, and other personnel performing Work to comply with all federal, state, and local statutes, regulations, rules, ordinances, and other laws that apply or may become applicable to Work.

(j) Taxes. Contractor shall pay all taxes, charges and fees levied or assessed on Contractor by any governmental authority in connection with or arising from the performance of the Work or this Agreement, including unemployment insurance, withholding taxes, social security taxes, retirement benefits, and other social security benefits and taxes upon wages of Contractor, its agents, employees, and representatives. Contractor shall reimburse Company for all such taxes, fees, licenses, and charges that Company may be required or deem necessary to pay on account of the agents, employees and representatives of Contractor or its subcontractors.

## **5. STANDARD OF PERFORMANCE AND WARRANTIES.**

(a) United States Department of Transportation Regulations. If Contractor is subject to the rules and regulations of the United States Department of Transportation (hereinafter called "DOT"), Contractor agrees to implement and comply with all such rules and regulations as they pertain to drug testing, education and training of Contractor Group. Upon request of Company, Contractor agrees to provide to Company a copy of Contractor's drug testing program, evidence of compliance therewith and any additional information requested pursuant to DOT rules and regulations.

(b) Policies on Drugs, Alcohol, and Firearms. Contractor agrees that a;; members of Contractor Group will be subject to Company's policy prohibiting the use, possession, transportation, promotion or sale of alcohol, bath salts and other products which may pose a threat to oilfield operations, illegal drugs, contraband or weapons. Contractor shall ascertain, maintain and monitor all members of Contractor Group who are employed at the Work site to ensure that they are alcohol and drug free and are not in possession of firearms or weapons or in unauthorized possession of Company property. Any member of Contractor Group may be required by Company to: (i) undergo drug and/or alcohol testing, including the submission of urine and/or blood samples; and (ii) undergo searches of their persons and/or vehicles, to the extent legally permissible.

(c) Background Checks. Company shall have the right to conduct background checks on any member of Contractor Group who will be performing Work for Company. Contractor shall take all actions and execute all documents and shall cause all members of Contractor Group to take all actions and execute all documents as are reasonably necessary to assist Company in this process.

(d) Computer and Communication Facilities. Contractor and/or Contractor Group may be provided or given access to telephones and computer workstations, including Company's internal network access and computing facilities such as the Internet and electronic mail. In such case, Contractor and all members of Contractor Group shall be held responsible for any inappropriate use of these facilities.

(e) Examination of Proposed Work. Contractor warrants and represents that it has undertaken an examination and investigation of the proposed Work, that it is familiar with all phases thereof, including the character, quality and quantity of goods to be used, and all reasonably foreseeable matters that may affect the Work or its prosecution under this Agreement.

(f) Services Warranty. Contractor warrants that all services shall be performed in a good and workmanlike manner and shall comply with Company's specifications applicable to the services and Applicable Law(s). Contractor shall re-perform any nonconforming services at Contractor's sole expense and to the reasonable satisfaction of Company, or, at Company's option, refund to Company that portion of the consideration that is attributable to the nonconforming service. If Company elects to have Contractor re-perform the nonconforming service and Contractor fails to promptly commence or complete such performance to the reasonable satisfaction of Company, then Company shall have the right to have the nonconforming service performed by other means, and Contractor shall be responsible for all reasonable costs incurred in doing so, together with associated standby charges incurred by Company. The service warranty period shall be for a minimum of ninety (90) days or such longer period as may be agreed to by the Parties, beginning on the date when Company first uses the serviced item following completion of the services.

(g) Products Warranty. Contractor warrants that all goods (excluding Rental Equipment addressed in sub-section (h) below) are suitable for their intended purpose, free from defect in design and workmanship and that such goods shall comply with all Applicable Laws. In addition, with respect to goods purchased by Contractor from its subcontractors, its other suppliers, or third parties, Contractor agrees to assign to Company all warranties and guarantees received by Contractor from the manufacturer and suppliers of the goods to the extent such warranties and guarantees are assignable. Contractor will promptly repair or replace, at Contractor's sole expense and to the reasonable satisfaction of Company, any defects in such goods caused by defective design, workmanship or faulty materials. The products warranty shall be for a period of six (6) months or such longer period as may be agreed to by the Parties, beginning on the date that Company first uses the good(s).

(h) Rental Equipment Warranty. Contractor warrants that, upon delivery and throughout the rental period, all equipment, tools, or other items rented to Company ("Rental Equipment") shall comply with Company's specifications, be in good working condition (misuse by Company or Company Group excepted), and, if requested by Company, shall include operating manuals, supplies and spare parts. Rental payments shall be waived by Contractor during any time period that the Rental Equipment fails to operate properly or is otherwise inoperable through no fault of Company. Contractor shall respond

in a timely manner to repair or replace the equipment. Equipment misused by Company or Company Group will be either repaired or replaced at Company's option and expense.

(i) Warranty and Standard of Performance of Work. Contractor warrants that all Work will be provided and performed: (i) in accordance with the applicable Work Order; (ii) with due diligence, in a good and professional manner, and according to best industry standards for the type of work performed; and (iii) in compliance with all professional codes, standards, laws, regulations, and ordinances applicable to the Work. Contractor warrants that it and any subcontractors performing Work on its behalf have and will maintain all necessary permits, licenses, registrations, certificates, and governmental authorizations required for the Work.

(j) Warranties for Goods and Materials. Contractor warrants that all goods and materials delivered under this Agreement will: (i) be new unless otherwise agreed by Company in writing; and (ii) meet any specifications provided by Company. Contractor warrants that all goods delivered under this Agreement will be merchantable, of good quality and material, free from defects, and fit for their intended use.

(k) Assignment of Third-Party Warranties. To the greatest extent possible, Contractor assigns to Company any manufacturer, vendor, and supplier warranties with respect to goods, materials, supplies, tools, machinery, and equipment obtained or used by Contractor or its subcontractors in the performance of the Work.

(l) Warranty of Non-Infringement. Contractor represents and warrants that the use of any methods, processes or goods furnished by it in connection with the Work shall not infringe on any license, copyright, or patent (issued or applied for). The foregoing Warranty of Non-Infringement shall not apply to methods, processes or goods that are supplied by Company or which are obtained by Contractor from a third-party at the specific request of Company.

(m) Design Warranty. If Contractor is designing any facilities, structures, or other items as defined in the Work Order ("Designed Facilities"), Contractor represents, warrants and guarantees that (i) the Designed Facilities can be fabricated, erected, installed, operated and maintained in accordance with the Work Order to meet or exceed the design parameters set forth in the Work Order, and (ii) the Designed Facilities will be suitable for their specified purpose. Contractor will promptly perform at Contractor's own expense any corrective action needed to cure defects caused by faulty engineering designs or drawings furnished by Contractor and shall perform all design and engineering services necessary to provide criteria to suppliers and/or fabricators for the design of equipment and materials to be incorporated into the Designed Facilities. This Design Warranty shall not apply to defects caused by reliance on drawings or other design documents supplied by Company or procured by Contractor at the request of Company.

(n) Inspection of Work. Company or its agents may inspect or test the Work as Company deems necessary or appropriate. Failure by Company to inspect, test, or discover defective Work (including defective goods or materials) will not relieve Contractor from any responsibility to repair or replace defective Work, and payment of any funds by

Company will not constitute a waiver of such defects. Company may dismantle Work if reasonably necessary to ascertain if defects exist. If no defects are found, Company shall bear the cost of dismantling and restoring the Work. If defects are found, such costs shall be borne by Contractor, in addition to any costs of repairing or replacing defects.

(o) Repair and Replacement of Work. Contractor shall promptly correct, remove, or replace any defects, errors, omissions, or deficiencies in the Work at no additional charge to Company and without prejudice to any other remedy of Company under this Agreement or applicable law.

(p) Safety and Environmental.

(i) Contractor shall comply and shall ensure that the other members of Contractor Group comply, with all applicable environmental, health and safety standards, codes and regulations. If such standards, codes or regulations do not adequately protect against hazards arising from the particular Work, Contractor shall adopt appropriate additional practices.

(ii) Contractor shall have sole responsibility for the safety of Contractor Group, as well as their performance in accordance with appropriate safety procedures. Contractor shall, at all times, maintain discipline and good order among Contractor Group. Contractor shall adequately instruct all members of Contractor Group in (a) the use of safety equipment and proper work procedures for the purpose of doing everything reasonably possible to protect against personal injury and damage to equipment, and (b) procedures for rendering first aid in the event of injury. Contractor shall establish safety rules and procedures and require that all members of Contractor Group observe the same as well as any that may be issued by Company and any safety regulations issued by agencies of any governmental authority having jurisdiction over the Work, Company or Contractor. Contractor shall, upon request, provide a copy of its safety rules and procedures to Company. Contractor shall take all reasonable measures necessary to provide safe working conditions.

(iii) Contractor shall comply, and shall ensure that the other members of Contractor Group comply, with any Company site/location-of-work specific "Contractor Health, Safety and Environment ("HSE") Requirements". This includes ensuring that all members of the Contractor Group have received an HSE orientation and all appropriate HSE regulatory training prior to arriving on the Work location. Contractor shall ensure pre-job safety meeting (including Job Safety Analysis) are occurring on the site/location.

(iv) Contractor shall be responsible for an ongoing loss prevention safety program during the performance of any Work. Contractor shall indoctrinate each member of Contractor Group involved in the Work in such safety program prior to commencement of Work. During the performance of Work, Contractor shall monitor the safety habits of the members of Contractor Group, shall conduct

frequent safety meetings and shall perform routine safety inspections of operations, facilities and equipment used in the performance of the Work.

(v) Contractor shall notify Company immediately or as soon as practicable of any injury illness or significant incident occurring on Company work locations. Contractor shall also promptly furnish Company with full reports, including all documents (except trade secrets and attorney client privileged documents and reports) filed with or received from any governmental agency, of any accidents and near miss incidents involving persons or property associated with the Work and will cooperate and assist Company in any investigation which Company may reasonably elect to undertake.

(vi) If requested by Company, Contractor shall also compile and provide a report of work hours incurred on Company locations. This report will be provided on a monthly basis. Contractor will make available to Company upon request OSHA 300 logs for each field office/ location.

(vii) Contractor shall comply and shall ensure that the other members of Contractor Group comply, with all other work safety rules, regulations and requirements provided to Contractor by Company at the location where the Work is being performed.

(viii) HSE Audits: Contractor may be asked to submit to Company audits (and/or to conduct self-audits) and to develop improvement plans based on audit findings. If asked, the Contractor shall provide the results of any self-audits and progress reports on the corrective actions (excluding privileged documents). Company may also conduct HSE audits on Contractor. Contractor agrees to cooperate with such audits and any resulting corrective action plans.

(ix) HSE Questionnaire: If requested, Contractor shall complete and periodically update information in an industry standard contractor questionnaire. The questionnaire will be determined by the Company. The results of this questionnaire, if requested, may be a basis for Contractor HSE improvement plans which may be required.

(x) Environmental Addendum: Contractors shall comply with Environmental compliance requirements as set forth on Exhibit "B", to the extent applicable to its Work.

## **6. COMPENSATION AND PAYMENT.**

(a) Compensation. Subject to the other terms of this Agreement, the compensation paid to Contractor for Work will be the rates or prices agreed by Contractor and Company in the applicable Work Order. Unless otherwise specifically agreed by the Parties in writing, the rates paid to Contractor by Company for performance of Work are inclusive of all charges for labor, materials, supplies, transportation of tools, equipment, and workers, travel time, insurance costs, taxes, and fees. No stand-by or waiting rates will apply for personnel or equipment unless such personnel or equipment is at Company's

disposal. If Contractor provides goods, equipment, materials, or supplies of third-party vendors, or suppliers, Company will reimburse Contractor for only the actual cost of these items unless a markup has specifically been approved by Company.

**(b) Invoicing Procedures.** As a condition precedent to Company's contractual obligation to pay Contractor for Work performed, Contractor must submit its final invoice for Work performed within forty-five (45) days of completion and acceptance of the Work described in the applicable Work Order, along with field tickets accepted and signed by an authorized Company representative and, if the Work described in the applicable Work Order involves hauling loads of fluids or any roustabout services, Global Positioning System ("GPS") data. If Contractor fails to submit a final invoice within 45 days of completion and acceptance of the Work described in the applicable Work Order, Company is under no contractual obligation to pay that final invoice. In the event that either Contractor or Company terminates this Master Service Agreement, as a condition precedent to Company's contractual obligation to pay Contractor for Work performed, Contractor shall submit its final invoice(s) for Work performed within thirty (30) days termination. If Contractor fails to submit its final invoice(s) within 30 days of termination of this Master Service Agreement, Company is under no contractual obligation to pay invoices submitted after 30 days from the termination.

**(c) Disputes and Withholding.** In the event Company, in good faith, disputes one or more items in an invoice, Company shall, within thirty (30) days of receipt of such invoice, notify Contractor of the item(s) under dispute. Company will pay the undisputed amount of an invoice within sixty (60) days of receipt of such invoice. Company may withhold payment of disputed item(s) until settlement of the dispute. Payments made hereunder shall not prejudice the rights of Company under Section 10 of the Agreement. Company shall have the right to deduct from any payments, otherwise owing to Contractor hereunder, any amounts Contractor owes Company hereunder.

**(d) Vendor and Subcontractor Payment.** Contractor shall timely pay and discharge all claims to third party vendors, suppliers, subcontractors, and service providers for goods, materials, and services furnished to Company in connection with Work. Contractor may not allow any liens or charges to become fixed upon any property owned, managed, or controlled by Company or its parents, subsidiaries or affiliates. Company is entitled to withhold payment of any amounts otherwise due to Contractor: (i) until Contractor furnishes proof that all bills for goods, materials, and services supplied by Contractor's subcontractors, vendors, suppliers, and service providers have been paid, and any lien claims, taxes, or other asserted charges against Contractor, Company Group, or Company Group's property arising out of the Work have been satisfied; or (ii) to the extent withholding or retainage for the benefit of Contractor's subcontractors, vendors, suppliers, or service providers is authorized or required under applicable law.

**(e) Payment.** Subject to the other terms and conditions of this Agreement, Company shall pay Contractor for completed Work within sixty (60) days from approval of Contractor's invoice provided: (i) the Work meets all requirements of this Agreement and the applicable Work Order; and (ii) and the invoice and related documentation complies with Company's invoicing procedures.

(f) Conflicts of Interest, Gifts, and Inducements. Contractor and the members of Contractor Group may not pay, provide, or offer any gifts, gratuities, entertainment, meals, commissions, fees, inducements, or other consideration of any kind to any member of Company Group other than the consideration agreed between the Parties for Work pursuant to this Agreement or the applicable Work Order. If an audit, as detailed in Section 10, below, reveals that a member of the Contractor Group violated this Section 6(d), Contractor shall immediately pay Company any amounts it was charged by any member of the Company Group in the commission of the violation of this Section 6(f), and additionally, Contractor shall pay the Company's audit costs.

7. INDEMNITY.

(a) CONTRACTOR'S GENERAL INDEMNITY OBLIGATIONS. EXCEPT AS PROVIDED BY SECTION 7(d), SECTION 7(g), AND SECTION 7(h), CONTRACTOR RELEASES AND SHALL DEFEND, INDEMNIFY AND HOLD COMPANY GROUP HARMLESS FROM AND AGAINST ANY AND ALL CLAIMS, CAUSES OF ACTION, LOSSES, DEMANDS, FINES, PENALTIES, DAMAGES, OR LIABILITIES OF EVERY KIND AND CHARACTER, INCLUDING ANY COURT COSTS AND ATTORNEY FEES ("CLAIMS"), ARISING FROM BODILY INJURY, ILLNESS, DEATH, OR EMOTIONAL OR PSYCHOLOGICAL INJURY TO ANY MEMBER OF CONTRACTOR GROUP OR FROM DAMAGE TO PROPERTY OF CONTRACTOR GROUP AND OCCURRING IN CONNECTION WITH, INCIDENT TO, OR RESULTING DIRECTLY OR INDIRECTLY FROM THE WORK, INCLUDING CLAIMS RESULTING FROM THE SOLE, CONCURRENT, JOINT, PARTIAL, ACTIVE, OR PASSIVE NEGLIGENCE, STRICT LIABILITY, OR OTHER FAULT (BUT NOT THE GROSS NEGLIGENCE OR WILLFUL MISCONDUCT) OF COMPANY GROUP. THE INDEMNITY OBLIGATIONS SET FORTH IN THIS SUB-SECTION SHALL INCLUDE ANY MEDICAL, COMPENSATION, OR OTHER BENEFITS PAID BY ANY MEMBER OF COMPANY GROUP TO ANY MEMBER OF CONTRACTOR GROUP, AND SHALL APPLY EVEN IF THE MEMBER OF CONTRACTOR GROUP IS DETERMINED TO BE THE BORROWED OR STATUTORY EMPLOYEE OF ANY MEMBER OF COMPANY GROUP.

(b) COMPANY'S GENERAL INDEMNITY OBLIGATIONS. EXCEPT AS PROVIDED BY SECTION 7(d), SECTION 7(g), AND SECTION 7(h), COMPANY RELEASES AND SHALL DEFEND, INDEMNIFY, AND HOLD CONTRACTOR GROUP HARMLESS FROM AND AGAINST ANY AND ALL CLAIMS ARISING FROM BODILY INJURY, ILLNESS, DEATH, OR EMOTIONAL OR PSYCHOLOGICAL INJURY TO ANY MEMBER OF COMPANY GROUP OR FROM DAMAGE TO PROPERTY OF COMPANY GROUP AND OCCURRING IN CONNECTION WITH, INCIDENT TO, OR RESULTING DIRECTLY OR INDIRECTLY FROM THE WORK, INCLUDING CLAIMS RESULTING FROM THE SOLE, CONCURRENT, JOINT, PARTIAL, ACTIVE, OR PASSIVE NEGLIGENCE, STRICT LIABILITY, OR OTHER FAULT (BUT NOT THE GROSS NEGLIGENCE OR WILLFUL MISCONDUCT) OF CONTRACTOR GROUP. THE INDEMNITY OBLIGATIONS SET FORTH IN

**THIS SUB-SECTION SHALL INCLUDE ANY MEDICAL, COMPENSATION, OR OTHER BENEFITS PAID BY ANY MEMBER OF CONTRACTOR GROUP TO ANY MEMBER OF COMPANY GROUP, AND SHALL APPLY EVEN IF THE MEMBER OF COMPANY GROUP IS DETERMINED TO BE THE BORROWED OR STATUTORY EMPLOYEE OF ANY MEMBER OF CONTRACTOR GROUP.**

**(c) INDEMNITIES SUPPORTED BY INSURANCE. CONTRACTOR AND COMPANY EACH AGREE THAT THEIR RESPECTIVE INDEMNITY OBLIGATIONS IN SECTION 7(a) AND SECTION 7(b) WILL BE SUPPORTED BY LIABILITY INSURANCE FURNISHED BY EACH OF CONTRACTOR AND COMPANY AS INDEMNITOR FOR THE BENEFIT OF THE OTHER PARTY AND ITS GROUP AS INDEMNITEE, IN THE TYPES AND MINIMUM DOLLAR AMOUNTS SET FORTH IN SECTION 8(a) OF THIS AGREEMENT.**

**(d) INDEMNITIES FOR POLLUTION. CONTRACTOR RELEASES AND SHALL INDEMNIFY, DEFEND, AND HOLD HARMLESS COMPANY GROUP FROM ALL CLAIMS FOR PROPERTY DAMAGE FROM POLLUTION, INCLUDING CLEANUP AND CONTROL OF POLLUTANTS, OCCURRING IN CONNECTION WITH OR RESULTING DIRECTLY OR INDIRECTLY FROM THE WORK THAT:**

**(i) ORIGINATES ON OR ABOVE THE SURFACE OF THE LAND OR WATER FROM SPILLS OR LEAKS OF FUEL, LUBRICANTS, MOTOR OIL, PAINTS, SOLVENTS, PIPE DOPE, GARBAGE, SEWAGE, OR OTHER POLLUTANTS OR MATERIALS EMANATING FROM THE VEHICLES, TANKS, VESSELS, OR EQUIPMENT OF ANY MEMBER OF CONTRACTOR GROUP, REGARDLESS OF FAULT; OR**

**(ii) ORIGINATES ON OR ABOVE THE SURFACE OF THE LAND OR WATER FROM SPILLS OR DUMPING OF DRILLING, WORKOVER, OR COMPLETION FLUIDS, POLLUTANTS, OR WASTES WHEN SUCH MATERIALS ARE IN THE POSSESSION AND CONTROL OF ANY MEMBER OF CONTRACTOR GROUP AND SUCH SPILL, LEAK, OR DUMPING RESULTS FROM ANY MEMBER OF CONTRACTOR GROUP'S NEGLIGENCE, GROSS NEGLIGENCE, OR WILLFUL MISCONDUCT; OR**

**(iii) RESULTS FROM FIRE, BLOWOUT, CRATERING, SEEPAGE, OR ANY OTHER UNCONTROLLABLE FLOW, FROM THE SURFACE OR THE SUBSURFACE OF OIL, GAS, WATER, OR ANY COMBINATION THEREOF, FROM WELLS DURING THE CONDUCT OF OPERATIONS HEREUNDER WHEN CAUSED BY CONTRACTOR GROUP'S SOLE NEGLIGENCE, GROSS NEGLIGENCE, OR WILLFUL MISCONDUCT; OR**

**(iv) RESULTS FROM LEAKAGE OR OTHER UNCONTROLLED FLOW OF OIL, GAS, WATER, OR ANY**

COMBINATION THEREOF, FROM PIPELINES WHICH ARE RUPTURED OR DAMAGED BY ANY MEMBER OF CONTRACTOR GROUP'S VEHICLES OR EQUIPMENT, OR BY CONTRACTOR'S OPERATIONS, WHEN SUCH RUPTURE OR DAMAGE IS CAUSED BY CONTRACTOR GROUP'S SOLE NEGLIGENCE, GROSS NEGLIGENCE, OR WILLFUL MISCONDUCT.

(e) DEBRIS AND WRECK REMOVAL. CONTRACTOR SHALL PROMPTLY REMOVE ALL DEBRIS AND/OR WRECKAGE OF THE PROPERTY OF CONTRACTOR AND/OR CONTRACTOR GROUP TO THE EXTENT REQUESTED BY COMPANY. CONTRACTOR AGREES TO BE RESPONSIBLE FOR AND ASSUME ALL LIABILITY FOR AND HEREBY AGREES TO DEFEND, RELEASE, INDEMNIFY AND HOLD HARMLESS COMPANY GROUP FOR THE COSTS OF REMOVAL OF SUCH PROPERTY AND FROM AND AGAINST CLAIMS ARISING IN CONNECTION WITH CONTRACTOR GROUP'S OR COMPANY GROUP'S OBLIGATION TO REMOVE SUCH DEBRIS OR WRECKAGE.

(f) DISPOSAL/MANAGEMENT OF ALL WASTE(S). IF CONTRACTOR IS RETAINED TO CONDUCT ANY OR ALL OF THE FOLLOWING ACTIVITIES AS PART OF THE WORK: (I) OPERATION OF COMPANY OR COMPANY GROUP'S EQUIPMENT IN THE PERFORMANCE OF WORK UTILIZING RADIOACTIVE MATERIAL OR ENVIRONMENTAL SERVICES, OR (II) ARRANGE FOR THE DISPOSAL OF WASTE (AS DEFINED BY APPLICABLE LAW AND INCLUDING RADIOACTIVE MATERIAL) ON BEHALF OF COMPANY AND/OR COMPANY GROUP, AND/OR (III) TRANSPORT/MANAGE/STORE WASTE AND/OR DIRECT WASTE DISPOSAL (INCLUDING RADIOACTIVE MATERIAL) ON BEHALF OF COMPANY AND/OR COMPANY GROUP (COLLECTIVELY "ENVIRONMENTAL WORK"), THEN CONTRACTOR SHALL DEFEND, RELEASE, INDEMNIFY AND HOLD HARMLESS COMPANY GROUP FROM AND AGAINST ANY AND ALL CLAIMS OF ANY PERSON OR ENTITY (INCLUDING BUT NOT LIMITED TO COMPREHENSIVE ENVIRONMENTAL RESPONSE COMPENSATION LIABILITY ACT ("CERCLA"), RESOURCE CONSERVATION AND RECOVERY ACT ("RCRA"), CLEAN WATER ACT ("CWA") AND/OR CLEAN AIR ACT ("CAA")) ARISING IN CONNECTION WITH THE ENVIRONMENTAL WORK.

(g) OTHER POLLUTION CLAIMS. EXCEPT AS OTHERWISE PROVIDED IN SECTION 7(d), COMPANY RELEASES AND SHALL INDEMNIFY, DEFEND, AND HOLD CONTRACTOR GROUP HARMLESS FOR ALL CLAIMS FOR PROPERTY DAMAGE FROM POLLUTION OCCURRING IN CONNECTION WITH OR RESULTING DIRECTLY OR INDIRECTLY FROM THE WORK.

(h) OTHER LOSSES. COMPANY RELEASES AND SHALL DEFEND, INDEMNIFY, AND HOLD CONTRACTOR GROUP HARMLESS FROM AND

**AGAINST ALL CLAIMS OCCURRING IN CONNECTION WITH, INCIDENT TO, OR RESULTING DIRECTLY OR INDIRECTLY FROM THE WORK FOR:**

**(i) PROPERTY DAMAGES FROM RESERVOIR OR UNDERGROUND DAMAGE, INCLUDING LOSS OF OIL, GAS, MINERALS, WATER, OR THE WELLBORE ITSELF, EXCEPT TO THE EXTENT SUCH CLAIMS ARISE FROM THE SOLE NEGLIGENCE, GROSS NEGLIGENCE, OR WILLFUL MISCONDUCT OF CONTRACTOR GROUP;**

**(ii) PERSONAL INJURY, DEATH, OR PROPERTY DAMAGE RESULTING FROM THE PERFORMANCE OF WORK TO CONTROL A WILD WELL EXCEPT TO THE EXTENT SUCH CLAIMS ARISE FROM THE GROSS NEGLIGENCE OR WILLFUL MISCONDUCT OF CONTRACTOR GROUP; OR**

**(iii) COST OF CONTROL OF A WILD WELL, UNDERGROUND OR ABOVE THE SURFACE, EXCEPT TO THE EXTENT SUCH CLAIMS ARISE FROM THE GROSS NEGLIGENCE OR WILLFUL MISCONDUCT OF CONTRACTOR GROUP.**

**(i) SUBCONTRACTOR, SUPPLIER, AND VENDOR CLAIMS. CONTRACTOR SHALL DEFEND, INDEMNIFY, AND HOLD COMPANY GROUP HARMLESS FROM AND AGAINST ANY AND ALL CLAIMS FOR PAYMENT AND LIENS ASSERTED BY OR IN FAVOR OF CONTRACTOR'S SUBCONTRACTORS, SUPPLIERS, VENDORS, OR SERVICE PROVIDERS.**

**(j) STATUTORY LIMITATIONS ON INDEMNITY. ALL INDEMNIFICATION PROVISIONS IN THIS AGREEMENT APPLY TO THE MAXIMUM EXTENT PERMITTED UNDER APPLICABLE LAW AND EXCEPT AS OTHERWISE EXPRESSLY STATED, APPLY REGARDLESS OF THE SOLE, CONCURRENT, JOINT, PARTIAL, ACTIVE, OR PASSIVE NEGLIGENCE, STRICT LIABILITY, OR OTHER LEGAL FAULT OF THE INDEMNITEE. IF ANY CURRENT OR FUTURE STATUTES OR OTHER LAWS MAKE ANY OF THE INDEMNIFICATION PROVISIONS INVALID OR UNENFORCEABLE, THE AFFECTED PROVISIONS WILL BE AMENDED TO THE MINIMUM EXTENT NECESSARY TO CONFORM WITH THE REQUIREMENTS OF SUCH STATUTE OR LAW, BUT NOT OTHERWISE. IF ANY STATUTE OR LAW MODIFIES OR REDUCES THE INDEMNITY OBLIGATIONS OF ONE OF THE PARTIES, ANY CORRESPONDING INDEMNITY OBLIGATIONS OF THE OTHER PARTY WILL BE MODIFIED OR REDUCED TO THE SAME EXTENT. IF ANY OBLIGATIONS UNDER THIS AGREEMENT TO INDEMNIFY THE OTHER PARTY OR PARTY GROUP AGAINST CERTAIN CLAIMS ARE DEEMED INVALID OR UNENFORCEABLE, ANY CORRESPONDING RELEASE OF OR AGREEMENT TO HOLD THE OTHER PARTY HARMLESS FOR THE SAME CLAIMS IS LIKEWISE UNENFORCEABLE.**

**(k) CONSEQUENTIAL DAMAGES. CONTRACTOR AND COMPANY EACH WAIVE AND RELEASE AS AGAINST THE OTHER ANY CLAIMS FOR CONSEQUENTIAL, SPECIAL, INDIRECT, OR INCIDENTAL DAMAGES ARISING OUT OF OR DIRECTLY OR INDIRECTLY RELATED TO THIS AGREEMENT OR THE WORK; PROVIDED, THIS WAIVER AND RELEASE DO NOT LIMIT OR IMPAIR EITHER PARTY'S INDEMNITY OBLIGATIONS UNDER THIS AGREEMENT AS TO CLAIMS MADE BY OR AGAINST THIRD PARTIES.**

**(l) NOTICE OF CLAIMS. CONTRACTOR AND COMPANY SHALL EACH PROVIDE PROMPT NOTICE TO THE OTHER OF ANY CLAIMS SUBJECT TO INDEMNIFICATION UNDER THIS AGREEMENT, INCLUDING PROVIDING A COPY OF ANY LAWSUITS, LEGAL DEMANDS, OR OTHER NOTICES OF CLAIMS RECEIVED BY THE NOTIFYING PARTY. HOWEVER, FAILURE TO COMPLY WITH THESE NOTICE PROVISIONS WILL NOT AFFECT ANY PARTY'S INDEMNITY OBLIGATIONS UNDER THIS AGREEMENT UNLESS (AND IN SUCH CASE, ONLY TO EXTENT THAT) THE INDEMNITOR IS ACTUALLY PREJUDICED BY THE OTHER PARTY'S FAILURE TO PROVIDE PROMPT NOTICE.**

**8. INSURANCE.**

**(a) Required Insurance.** At all times during the Term, Company, Contractor, and each subcontractor of Contractor performing any Work shall carry and maintain in effect the types and minimum amounts of insurance set forth on Exhibit "C", attached hereto.

**(b) Other Insurance Requirements.** All insurance policies required of Contractor and its subcontractors under Section 8(a) must:

(i) be issued by insurance companies reasonably acceptable to Company;

(ii) name Company and Company Group and their successors and assigns as additional insureds;

(iii) require that such insurance carriers give the insured and each additional insured (including Company) at least 30 days' prior written notice of any cancellation, reduction, or non-renewal of policy coverage;

(iv) provide that such insurance is primary insurance and that any similar insurance in the name of and/or for the benefit of Company or any member of Company Group will be excess and non-contributory to the extent of Contractor's release and indemnity obligations hereunder; and

(v) waive any right of subrogation of the insurers against Company Group.

(c) Certificates of Insurance. Prior to performing any Work, and thereafter prior to starting Work under any new or additional Work Order, Contractor must provide Company current certificates of insurance and policy endorsements sufficient to verify that Contractor (and its subcontractors performing the Work, if applicable) are in compliance with all insurance requirements of this Agreement including under Section 8(a) and Section 8(b).

**9. CONFIDENTIALITY AND INTELLECTUAL PROPERTY.**

(a) Confidentiality. Contractor shall, and shall cause its employees, subcontractors, and other personnel to keep confidential and not disclose to third parties or use for any purpose other than performance of Work, all information relating to the Work, including: (i) the specific location and details of the Work; and (ii) any documents relating to the Work created by, received by, or provided to Contractor directly or indirectly, including any well logs, seismic, geological, geophysical, or engineering information, maps or data, drilling, fracture stimulation, or completion plans or processes, and other procedures, reports, schedules, drawings, specifications, test results, models, interpretations, computer programs, documents, commercial, contractual, or financial information, or any other data (in any form or medium) concerning Company's property, business, or operations in connection with which the Work is performed ((i) and (ii) collectively, "**Confidential Information**"). Nothing in this Agreement precludes Contractor from providing Confidential Information to any federal or state governmental entity having jurisdiction, to the extent Contractor is required to do so by applicable laws, rules, or regulations. If Contractor is requested or ordered to disclose or produce Confidential Information to a third party, court, or judicial or quasi-judicial body under a court order, discovery request, motion to compel, or other legal, judicial, or quasi-judicial process, Contractor shall inform Company as soon as reasonably possible and reasonably cooperate with Company to take measures to protect against unnecessary dissemination of the Confidential Information.

(b) Intellectual Property. Contractor warrants and represents that the tools, equipment, materials, and processes which Contractor Group uses or furnishes in connection with the Work will not infringe on intellectual property rights of any kind (including any license, patent, copyright, trade secret and/or trademark right). **CONTRACTOR SHALL DEFEND, INDEMNIFY AND HOLD COMPANY GROUP HARMLESS FROM ANY AND ALL CLAIMS ARISING OUT OF THE WORK IN FAVOR OF OR ASSERTED BY OR IN CONNECTION WITH ANY PATENTEE, LICENSEE, OR CLAIMANT OF ANY INTELLECTUAL PROPERTY RIGHT OR PRIORITY, WHETHER FOR PATENT INFRINGEMENT, TRADE SECRET MISAPPROPRIATION, OR OTHER INTELLECTUAL PROPERTY RIGHT OR PRIORITY, EXCEPT TO THE EXTENT SUCH CLAIM RESULTS FROM DESIGNS OR DRAWINGS PROVIDED TO CONTRACTOR BY A MEMBER OF COMPANY GROUP.**

**10. BOOKS, RECORDS, AND AUDITS.** Company and its designated auditors have the right to inspect and audit Contractor Group's books and records to verify and ensure compliance with the terms and conditions of this Agreement. Contractor shall maintain and cause

its subcontractors to maintain all books, records, and documents relating to any Work for a period of not less than three (3) years from the end of the calendar year in which the Contractor invoiced charges for such Work. Such retained records shall be complete and accurate records of all costs which have been charged or chargeable to Company and/or hours worked. Records to be maintained and retained by Contractor shall include, without limitation: payroll records which reflect total time distribution for Contractor and its employees, cancelled payroll checks and signed receipts for payroll payments in cash; invoices for purchases, and receiving and issuing documents; all other inventory records for Contractor's stocks or capital items; document for all items which Company has specifically agreed to reimburse and for hours and portions of hours charged to the Work; sales tax receipts; and paid invoices and cancelled checks for materials purchased for any Subcontract or third party charges. Contractor shall also maintain for a period of not less than three (3) years after the Work is completed, records pertaining to anything of value provided to any Company employee, representative or agent, including business meals, entertainment, gifts, gratuities, personal service or use of personal or real property. Such records shall conform to Internal Revenue Guidelines, which require that the name, company affiliation, and business purpose be identified. Upon Company's request, Contractor shall provide Company reasonable access to such books, records, and documents including the right to make copies. Contractor and/or subcontractor shall respond in writing within sixty (60) days to all issues identified in an audit by Company or representatives of Company. Contractor and/or its subcontractors and Company shall work to expeditiously resolve all audit issues. If the audit reveals that the Company was overcharged, Contractor shall immediately pay to Company all such overcharges and shall additionally pay the Company's audit costs.

## 11. MISCELLANEOUS.

(a) Headings, References, and Rules of Construction. The headings in this Agreement are for reference only and do not affect the interpretation of this Agreement. All references in this Agreement to Sections, Subsections, and Exhibits refer to the corresponding sections, subsections, or exhibits of this Agreement, unless otherwise provided. The word "includes" and its syntactical variants mean "includes, but is not limited to" and corresponding syntactical variant expressions. The plural is deemed to include the singular and vice versa, unless otherwise provided.

(b) Entire Agreement. This Agreement and any Work Orders issued under this Agreement constitute the sole and only agreement of Company and Contractor regarding Work and supersede any prior understanding of written or oral agreements between the Parties regarding the subject matter of this Agreement.

(c) Notices. Each Party shall deliver all notices, demands, and other communications required under this Agreement in writing and addressed to the other Party to the addresses set forth below (or to such other address that the receiving Party may designate from time to time in accordance with this Section 11(c)). Each Party shall deliver all notices by personal delivery, nationally recognized overnight courier (with all fees prepaid), email, or certified or registered mail (in each case, return receipt requested, postage prepaid). Except as otherwise provided in this Agreement, a notice is effective only (i) upon receipt by the receiving Party and (ii) if the Party giving the notice has complied with the requirements of this Section.

If to Company:

BCP Resources, LLC  
4000 N. Big Spring St., Ste. 305  
Midland, Texas 79706,  
FAX (432) 247-1555  
Attn: Accounts Payable/Legal  
Email: g.williams@bcpcorporation.com  
With a copy to: a.staples@bcpcorporation.com

If to Contractor:

[CONTRACTOR ADDRESS]  
Email: [EMAIL ADDRESS]  
[Facsimile: [FAX NUMBER]]  
Attention: []  
Email: []

(d) Choice of Law. This Agreement shall be governed by and interpreted in accordance with the laws of the State of Texas (exclusive of any principles of conflicts of laws which would direct application of the substantive laws of another jurisdiction). In the event of a dispute over the meaning or application of this Agreement, it shall be construed fairly and reasonably and neither more strongly for nor against either Party. The Parties agree that in the event that litigation arises in connection with this Agreement or any Work, any action must be brought in Midland County, Texas.

(e) Attorneys' Fees. In any suit to enforce any rights or obligations arising under this Agreement, the prevailing Party is entitled to recover its reasonable attorneys' fees and court costs.

(f) Severability. If any term or provision of this Agreement is invalid, illegal, or unenforceable in any jurisdiction, such invalidity, illegality, or unenforceability will not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction. Upon such determination that any term or other provision is invalid, illegal, or unenforceable, the Parties shall negotiate in good faith to modify this Agreement to reflect the original intent of the Parties as closely as possible in a mutually acceptable manner in order that the transactions contemplated hereby be consummated as originally contemplated to the greatest extent possible.

(g) Force Majeure. Neither Party will be liable or responsible to the other Party, or be deemed to have defaulted under or breached this Agreement, for any failure or delay in fulfilling or performing any term of this Agreement (except for any obligations to make payments or comply with defense, indemnity, or insurance requirements), when and to the extent such Party's (the "**Impacted Party**") failure or delay is caused by or results from the following force majeure events ("**Force Majeure Event(s)**"): (i) acts of God; (ii) flood,

fire, earthquake, epidemics, pandemics; (iii) war, invasion, hostilities (whether war is declared or not), terrorist threats or acts, riot or other civil unrest; (iv) government order, law, or action; (v) embargoes, sanctions, or blockades in effect on or after the date of this Agreement; (vi) cybersecurity or ransomware attacks; (vii) national or regional emergency; (viii) strikes, labor stoppages or slowdowns, lockouts, or other industrial disturbances; (ix) inability or delay in obtaining supplies of adequate or suitable materials or applicable governmental permits or approvals, provided the Impacted Party has exercised reasonable due diligence in attempting to obtain such materials, permits, or approvals; and (x) other similar events beyond the reasonable control of the Impacted Party. In case of a Force Majeure Event, the Impacted Party shall notify the other Party in writing within thirty (30) days from its occurrence, including a detailed description of the Force Majeure Event and estimated time that performance will be affected. The Impacted Party shall do all things reasonably possible to remove the Force Majeure Event and resume performance hereunder as soon it is removed; provided, however, that the Impacted Party has no obligation to settle labor disturbances or pay ransom to overcome a cybersecurity or ransomware attack. Notwithstanding the other provisions of this Section 11(g), Company may at its option terminate the applicable Work Order and hire a replacement contractor if a Force Majeure Event: (A) delays Contractor's performance of Work for more than ninety (90) consecutive days; (B) occurs while a drilling rig is on location; or (C) delays or threatens to delay any Work or other actions that must be timely performed to keep all or a portion of one or more oil and gas leases in force.

**(h)** Survival. All terms and obligations of this Agreement that: (i) concern payments, audits, warranties, confidentiality, defense, release, or indemnification; (ii) are otherwise of an accrued or continuing nature; or (iii) to give proper effect to their intent should survive termination of this Agreement, will survive the termination of this Agreement.

**(i)** Counterparts; Electronic Signatures. This Agreement may be executed in one or more counterparts, each of which is an original, and all of which together constitute only one agreement between the Parties. Each Party agrees that the electronic signatures, whether digital or encrypted, of the Parties included in this Agreement are intended to authenticate this Agreement and to have the same force and effect as manual signatures. Electronic signature means any electronic sound, symbol, or process attached to or logically associated with a record and executed and adopted by a Party with the intent to sign such record, including facsimile or email electronic signatures. Delivery of an executed counterpart's signature page of this Agreement, by facsimile, electronic mail in portable document format (.pdf), or by any other electronic means intended to preserve the original graphic and pictorial appearance of a document, has the same effect as delivery of an executed original of this Agreement.

**(j)** Successors and Assigns. Subject to Section 4(h), this Agreement and all obligations and rights contained in it inure to and are binding upon the Parties and their respective permitted successors and assigns.

[SIGNATURE PAGE FOLLOWS]

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

BCP Resources LLC

[CONTRACTOR]

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

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

Name: Barry Portman

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

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

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

**MASTER SERVICES AGREEMENT  
EXHIBIT A”**

**WORK ORDER**

The following description of the Work to be performed under this Master Services Agreement dated the \_\_\_\_ day of \_\_\_\_\_, 2026, between BCP Resources, LLC ( “Company”) and \_\_\_\_\_ (“Contractor”), is incorporated therein by reference thereto. In the event a provision set forth herein conflicts with a provision in the Agreement, the provisions of the Agreement shall prevail.

- (1) Job site location:
- (2) Description of Work to be performed by Contractor:
- (3) Contractor to commence work within \_\_\_\_\_ days from date of this Work Order when and as requested by Company. Work to be completed by: \_\_\_\_\_.
- (4) Contractor Personnel to be furnished by Contractor:
- (5) Goods to be provided by Contractor:
- (6) Items to be furnished by Company:
- (7) Compensation to be paid Contractor (rates, fees, reimbursables, transportation and other charges):
- (8) Other: GPS required for any vendor hauling loads of fluids and any roustabout companies. Submit GPS documentation with all field tickets for signature. Invoices won’t be processed without GPS data.

COMPANY:  
BCP RESOURCES, LLC  
By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

CONTRACTOR:  
\_\_\_\_\_  
By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

**MASTER SERVICES AGREEMENT  
EXHIBIT “B”**

**ENVIRONMENTAL ADDENDUM**  
**CONTRACTOR’S ENVIRONMENTAL COMPLIANCE**

Attached to and made part of this Master Services Agreement dated the \_\_\_ day of \_\_\_\_\_, 2026, between BCP Resources, LLC (“Company”) and \_\_\_\_\_ (“Contractor”).

**Generally**

Contractor agrees to comply with the requirements set forth herein. Contractor is responsible for ensuring that all personnel of Contractor, and its subcontractors, if any, performing activities relating to industrial solid waste, hazardous waste and/or toxic substances are properly trained in all applicable federal, state and local requirements (collectively, “Requirements”) for handling such substances.

Compliance with these Requirements and the provisions of this Exhibit shall be the sole responsibility of Contractor without reliance on or superintendence of Company. Any term not otherwise defined in this Exhibit shall have the meaning given such term in this Agreement.

**Pre-Job Meetings**

Contractor shall be required to attend a pre-job meeting to discuss environmental issues and obligations relating to the job prior to initiating Work. The purpose of these meetings is to assign specific responsibilities consistent with the Agreement, relating to the performance of the Work.

**Training**

Contractor is responsible for ensuring all personnel who handle wastes are properly trained and that all wastes are properly handled, stored, transported and disposed in accordance with Requirements. Contractor shall keep records of training and provide copies of such records to Company upon request. With respect to the Work, training shall include, as a minimum:

Knowledge of safe handling, storage and disposal procedures for all chemical products to be used.

Knowledge of proper spill prevention and spill (or other emergency) response methods for all chemicals in use, including employee training in proper personal protective equipment (PPE) for any potential chemical spill.

Knowledge of proper waste disposal procedures for all waste generated.

**MASTER SERVICES AGREEMENT  
EXHIBIT “B”**

Training covering any endangered or threatened plant or animal species that have been identified as potentially impacted by the Work and any special measures which have been stipulated to protect those species.

Training covering any cultural resources that have been identified as potentially impacted by the Work and any special measure that has been stipulated to protect those resources.

Knowledge of special permit conditions, including, but not limited to, air emissions permits, wetlands or other water crossing permits and water discharge permits (e.g., process water, hydrostatic test water and/or stormwater discharge permits).

Knowledge of the job specific work procedures as identified in the request for proposal (RFP) or in the Work Order.

**Waste Management Plan**

This Waste Management Plan establishes guidelines to manage waste generated during activities conducted by Contractor and is intended to be used for construction, maintenance and storage activities at Company facilities and along any Company rights-of-way.

**Company Responsibilities**

Except as otherwise provided in the Work Order, Company shall determine classification of all waste generated by Company . Contractor shall notify Company in writing of all waste generated by Contractor and cooperate with Company in determining the classification of such wastes. Company shall notify Contractor of waste classification prior to start of Work. If waste classification is unknown, Contractor will at Company’s request, arrange for sampling to determine waste classification. In such cases, waste will be assumed to be hazardous until final classification is received and Contractor shall label and store waste accordingly.

Company shall inspect and approve all hazardous waste containment areas built by Contractor. Except as otherwise provided in the Work Order, Company shall arrange for transportation and disposal of all wastes, except domestic waste generated by Contractor.

Contractor may dispose of waste only in a Company-approved facility. Contractor may dispose of domestic waste in a local municipal landfill only after notifying Company of intended disposal site.

Company shall provide EPA generator numbers for waste generated by the location, unless otherwise specified in the Work Order. Company shall obtain all applicable and necessary permits and clearances from federal environmental agencies and from the state historic preservation office

**MASTER SERVICES AGREEMENT  
EXHIBIT "B"**

for the Work. Except as otherwise provided in the Agreement and/or Work Order, Contractor shall be responsible for all other permits and clearances necessary for its Work.

**Contractor Responsibilities**

Contractor shall be responsible for the handling, collection and storage of all wastes generated by Contractor during the performance of the Work in accordance with the methods set forth herein and/or the Work Order. Any changes in the methods established for the handling, collection and storage of any waste shall be submitted in writing and agreed to by both Contractor and Company prior to instituting the change.

Contractor is responsible for making all required regulatory notifications, subject to Company approval and for obtaining any necessary state and local licenses, permits, or other authorizations associated with the Work, except as otherwise provided in the Agreement and/or Work Order. Contractor is responsible for knowing which state and local environmental authorizations are necessary for the specific Work. Contractor is responsible for developing and complying with required contingency plans. Contingency plans shall be submitted to Company for approval prior to commencement of the Work. Contractor shall keep its hazardous, non-hazardous and domestic wastes separate and ensure that no waste streams are mixed.

Except as otherwise provided in the Work Order, Contractor shall provide all drums, rolloff boxes, or other containers necessary to contain wastes generated by it during the performance of the Work, including wastes generated in response to spill response and cleanup activities on Company property or right-of-way. Any containers used to store or ship hazardous waste shall comply with DOT and RCRA Requirements.

If storage of hazardous waste is required, Contractor shall provide a weather-protected secondary containment area, with walls that are impervious to the material being stored, consistent with the provisions of this Section. Contractor shall ensure that Company is notified prior to placing any waste in storage and is responsible for properly labeling, marking and packaging of waste.

Contractor shall keep a log identifying Company facility/location at which the waste was generated, the volume and type of waste generated, the date generated and, when applicable, the location to which the waste was transported or stored. The log shall be provided to Company Representative at the completion of the Work, or more frequently if requested.

Contractor shall notify Company personnel prior to moving any waste off-site to another location. Contractor is responsible for ensuring that waste is transported only by authorized transporters and that all waste is accompanied by the appropriate shipping papers, complete with

**MASTER SERVICES AGREEMENT  
EXHIBIT “B”**

all required information and signatures. Contractor shall provide Company with a copy of all shipping papers.

If waste classification is unknown, all waste shall be assumed to be hazardous until final classification otherwise is received.

Contractor shall label and store waste accordingly. Company shall be responsible for arranging to sample and classify the waste.

Contractor is responsible for housekeeping activities at the Work area. Except as otherwise provided in the Agreement and/or Work Order, Contractor shall collect all of its non-hazardous waste near the close of each workday and place the waste in a secured storage area or at an approved disposal location. Contractor is responsible for disposal of all domestic waste generated by Contractor. Contractor shall supply domestic waste disposal containers and shall handle and transport its domestic waste to a municipal landfill.

**ADDITIONAL RESPONSIBILITIES FOR WASTE DISPOSAL CONTRACTORS**

Except as otherwise provided in the Agreement and/or Work Order, Contractor is responsible for providing and properly completing all required labels, placards, manifests and shipping papers, Contractor is responsible for ensuring that waste is transported by authorized transporters only and that all waste is accompanied by the appropriate shipping papers, complete with required information and signatures. Contractor shall provide Company with completed manifests documenting transport and final disposal of its hazardous wastes.

Contractor is responsible for disposal of all of its hazardous and non-hazardous waste at a Company approved disposal facility. Prior to transportation or disposal of any waste, Contractor shall provide Company with copies of waste management agreements with other contractors or subcontractors for transportation or disposal. Contractor may use only Company-approved transporters and disposal facilities. Any changes in the methods established for the transportation or disposal of waste shall be submitted in writing and agreed to by both Contractor and Company prior to instituting the change.

**Spill Prevention and Containment Plan**

This Spill Prevention and Containment Plan provides guidelines to prevent and control spills and is intended to be used for operating, construction, maintenance and storage areas at Company facilities and along any pipeline right-of-way where spills may occur. The sequence outlined provides the minimum requirements necessary to protect the environment. Contractor shall comply with the spill prevention, control and containment procedures set forth below and/or in the Work Order.

**MASTER SERVICES AGREEMENT  
EXHIBIT “B”**

**Company Responsibilities**

Company shall provide site specific information regarding contours and drainage ways. Company shall be responsible for making any necessary notifications to the appropriate federal and/or state agencies for any release or spill of hazardous substances in excess of reportable quantities established by 40 C.F.R. 117, 40 C.F.R. 302 and 40 C.F.R. 355, or releases of oil as defined by 40 C.F.R. 110, which occur as a result of Contractor’s Work activities. Company shall provide a copy of release reports required by federal or state agencies to any jurisdictional land management agency, concurrent with the filing of reports to the involved federal or state agencies. Company shall provide training briefings on spill prevention and response as part of the pre-job meetings discussed above. Contractor shall ensure that all personnel involved in the construction and maintenance area are aware of their spill prevention and containment responsibilities.

**Contractor Responsibilities**

Prior to start of Work, Contractor shall provide Company with a list of all emergency contacts within Contractor’s organization and a description of emergency response equipment that will be provided by Contractor for use by Contractor’s employees.

Contractor shall provide Company with a copy of the Material Safety Data Sheet (MSDS) for each chemical to be used during the job, prior to the start of Work.

Contractor shall install secondary containment (e.g., diking and/or earthen berms) around materials handling and storage areas as necessary to prevent spilled material from reaching the waters of the state. Areas that may require containment structures include: (i) drum storage areas; (ii) bulk storage tanks; and (iii) tanker trucks if parked at one location for more than five days. All equipment staging areas shall be located at least 50 feet away from all water sources and wetland areas. No storage areas will be located within 100 feet of a perennial stream. No chemicals or fuel shall be transferred within 100 feet of stream banks. If vehicles or equipment require on-site maintenance, Contractor shall install drip pans or other suitable containment devices to collect all vehicle fluids. All waste fluids will be removed from the site and disposed of properly.

Contractor shall monitor all loading and unloading operations of chemicals and fuels to ensure proper handling and to prevent spills. All hose connections shall be inspected for leaks and if leakage should occur, the operation should cease until the leak is repaired or a containment pan is placed under the leaking connection.

Contractor shall report to Company location supervisor and Company Representative (or their respective designees) all releases, spills, or other emergencies. Telephone numbers of contact personnel of Company will be provided at the work site and/or in the job specific work plan. All spills occurring on land or in waterways (including intermittent and ephemeral streams), regardless

**MASTER SERVICES AGREEMENT  
EXHIBIT “B”**

of quantity, will be cleaned up within 24 hours of occurrence of same in accordance all applicable Requirements.

Upon becoming aware, Contractor will immediately report any release or spill of hazardous substances in excess of reportable quantities established by 40 C.F.R. 117, 40 C.F.R. 302 and 40 C.F.R. 355 or releases of oil as defined by 40 C.F.R. 110, which occurs as a result of Contractor’s Work activities, to Company location supervisor and Company Representative (or their respective designees). Company will be responsible for making any necessary notifications to the appropriate state or federal agencies.

If a release or spill occurs, Contractor will immediately stop operations and take immediate measures to stop the source of the release and to prevent dispersal of the spilled material. For spills on land, Contractor shall initiate cleanup of the area affected by the spill by removing the soil and placing it into new or reconditioned DOT Spec. 1A2/Z150/S drums, or other suitable containers, as determined appropriate by Company. The area will be excavated to remove all visible signs of the spilled material. For spills that enter water, Contractor shall contain the spill and remove the spilled material, to the extent practicable, using pumps or absorbent materials. Cleanup, any necessary sampling, and final disposal of the spill cleanup materials will be coordinated by Company in accordance with applicable regulations and guidelines.

Contractor shall document and record all spills generated by any member of Contractor’s Personnel connected with its Work under the Agreement. Copies of the non-privileged documentation will be provided to Company location supervisor and Company Representative (or their respective designees).

Contractor shall ensure that all personnel involved in the construction and maintenance area are aware of their spill prevention and containment responsibilities.

Contractor shall install temporary fencing around fuel storage areas to prevent tampering by unauthorized personnel during non-operational hours.

**Regulatory Compliance**

Contractor is required to comply with all applicable federal environmental regulations, including, but not limited to, the National Environmental Policy Act of 1969; the Noise Control Act of 1972; the Solid Waste Disposal Act; the Safe Drinking Water Act; the Comprehensive Environment Response, Compensation and Liability Act of 1980; the Toxic Substances Control Act and the Resource Conservation and Recovery Act of 1976; the Clean Water Act, the Safe Rivers and Harbors Act, the Clean Air Act, the National Historic Preservation Act and the Endangered Species Act (all as amended from time to time collectively referred to as the “Acts”), as well as all applicable rules and regulations promulgated thereunder by the Administrator of the Environmental Protection Agency. Contractor is also responsible for compliance with any applicable state and local regulations regarding handling, storage, treatment or disposal of waste.

**MASTER SERVICES AGREEMENT  
EXHIBIT "B"**

Observance and compliance with the Requirements, including, without limitation, the Acts and any regulations promulgated thereunder, as well as all applicable state and local regulations, shall be the sole responsibility of Contractor without reliance on, or superintendence of, or direction by Company. In addition to such responsibilities, it being contemplated by the Parties that Contractor will have exclusive, full and complete power of control and supervision of performance of the Work, Contractor agrees that should it or any member of Contractor's Personnel violate any applicable Law, Contractor assumes full responsibility for and agrees to RELEASE, DEFEND, INDEMNIFY and HOLD HARMLESS Company and Company's Personnel from and against any and all Claims arising from or related to such violation, to the extent caused by Contractor's Personnel, including, but not limited to, abatement, compliance, reasonable attorneys' fee and costs of defense, fines and penalties.

## MASTER SERVICES AGREEMENT

### EXHIBIT “C”

#### INSURANCE

Attached to and made part of this Master Services Agreement dated the \_\_ day of \_\_\_\_\_, 2026, between BCP Resources, LLC (“Company”) and (“Contractor”).

As to all operations provided for in this Agreement, including the mutual indemnity obligations contained in Section 7, each Party shall carry and maintain for the benefit of the other Party, the following minimum insurance coverage with policy territory sufficient to cover the Work:

- a. Workmen’s Compensation Insurance with statutory limits in accordance with all applicable state, federal and maritime laws, and Employer’s Liability Insurance of \$1,000,000 per accident/occurrence, including but not limited to an “Alternate Employer” or “Borrowed Servant” endorsement in favor of Company Indemnitees or Contractor Indemnitees, whichever is applicable. If optional under State legal requirements, insurance must cover all employees regardless.
- b. General Liability Insurance with limits of \$1,000,000 per occurrence/\$2,000,000 annual aggregate, including, but not limited to, coverage for bodily injury liability and property damage liability, including coverage for contractual liability for those liabilities assumed by the Party herein, with a separation of insureds provision (with no cross liability exclusion), liability for pollution and cleanup on a sudden and accidental basis, and products and completed operations liability.
- c. Automobile Liability Insurance with limits of \$1,000,000 per occurrence/\$2,000,000 annual aggregate for bodily injury liability and property damage liability, including but not limited to coverage for all owned, hired and non-owned vehicles or automotive equipment used by or for the Party and including coverage for contractual liability for those liabilities assumed by the Party herein.
- d. Property Insurance covering the Party’s machinery and equipment for its replacement value and including removal of wreck/debris coverage, with the option for each Party to self-insure for these items.
- e. If applicable, Professional Liability Insurance, with limits of at least \$1,000,000 per occurrence/\$2,000,000 annual aggregate, including errors and omissions, covering liability stemming from rendering or failing to render any professional services as required under this Agreement.
- f. Umbrella Excess Liability Insurance with minimum coverage requirements defined by service category as indicated below:

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- (1) \$2,000,000 per accident/occurrence in excess of paragraphs a, b, & c above as it pertains to services related to office facilities, consulting services, and all other services that do not require access to Company field locations and that do not involve any form of ground transit associated with Company business.
  - (2) \$5,000,000 per accident/occurrence in excess of paragraphs a, b, & c above as it pertains to services related to construction, operations, and maintenance of field facility and pipeline infrastructure or that involve any form of ground transit associated with Company business.
  - (3) \$10,000,000 per accident/occurrence in excess of paragraphs a, b, & c above as it pertains to services related to drilling, completing, operating, and maintaining wellhead and downhole equipment.
- g. To the extent of the liabilities assumed by each Party herein, all of the above insurance shall be endorsed to provide that:
- (1) The Party’s insurers waive their right of subrogation (equitable or by assignment, express or implied, loan receipt or otherwise) against Company Indemnitees or Contractor Indemnitees, whichever is applicable.
  - (2) The Party’s insurers name Company Indemnitees or Contractor Indemnitees, whichever is applicable, as additional insureds (except for Worker’s Compensation and Property Insurance). Such General Liability additional insured status shall include, but not be limited to, the sole negligence of the Additional Insured.
  - (3) Such insurance coverage is primary and non-contributory to any other insurance coverage maintained by Company Indemnitees or Contractor Indemnitees, whichever is applicable.
- h. At the inception of this Agreement, annually thereafter, and whenever requested, Contractor shall furnish insurance certificates to evidence the insurance required herein. Contractor shall also provide copies of applicable policies and/or endorsements when requested by Company. However, receipt of such certificates, policies, and/or endorsements shall not relieve Contractor of any insurance obligations herein. Furthermore, receipt of such certificates or failure to object to same shall not be deemed to constitute a waiver of any of the insurance requirements required to be carried by Contractor herein. Contractor’s insurance shall be carried with insurance companies satisfactory to Company (A.M. Best A-VII or better or equivalent) and either Contractor, its insurer, and/or its agent, shall provide Company 30 days advance written notice of non-renewal, cancellation, substantial amendment or alteration of such coverage. All self-insured amounts,

**MASTER SERVICES AGREEMENT**  
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deductible amounts, premiums, franchise amounts or other charges due with respect to each Party’s required insurance herein shall be the sole obligation of said Party. Maintaining the prescribed insurance shall not relieve Contractor of any other obligation under this Agreement. Contractor will require and assure that each of its subcontractors shall carry and pay for insurance in amounts and on terms necessary to cover the Work and the obligations of the particular subcontractor.