



# TITAN Oil Recovery, Inc.

**Houston:**  
2100 West Loop South  
Houston, TX 77027

**Titan Lab:**  
3670 W. Temple Ave., Ste. 270  
Pomona, CA 91768

**Corporate Office:**  
9595 Wilshire Blvd., Ste. 412  
Beverly Hills, CA 90212  
Tel: (310) 281-0015  
Fax: (310) 550-0814

[info@TitanOilRecovery.com](mailto:info@TitanOilRecovery.com) • [www.TitanOilRecovery.com](http://www.TitanOilRecovery.com) • [www.OrganicOilRecovery.com](http://www.OrganicOilRecovery.com)

March 1, 2025

Dear Shareholder,

Your company has been in contract negotiations with Hunting Energy Services Production Technology, Inc. over the past few months regarding a major change in the ownership of Titan's technology.

As you know Hunting PLC, listed on the London Stock Exchange, is the oldest oil service company in the world. They have a presence in most oil producing countries and many of the largest oil companies in the world buy specialty and precision products from them. They have been a collaboration partner with Titan for over five years.

We believe that the best interests of the shareholders is for Hunting to purchase ownership of Titan's Intellectual Property – the Titan Process also known as Organic Oil Recovery.

The purpose of this arrangement is to allow Hunting to take the reins of our well proven technology and applying their global reach and financial strength to take the technology to the next level in the world's oil service market.

The deal is being structured so both parties share in any future risk and share in what we hope to be substantial future rewards.

In order to achieve this risk/reward balance and to allow for what we perceive as a strong future we have made the key aspect of the transaction to benefit our shareholders a 15% royalty of all global Titan Process revenue by Hunting for the next 15 years.

Titan will become a royalty company and will distribute to shareholders royalties on a quarterly basis.

You are probably asking "what does this mean for my investment?"

As you know there are no guarantees but some simple math regarding the future could allow for the following possibilities.

Our analysis indicates that if Hunting were to achieve servicing 100,000 bopd, the approximate royalty to Titan would be the equivalent of 30-50 cents distributed per Titan share every year. At 300,000 bopd this royalty would be approximately three times larger.

The world oil demand continues to increase annually and is presently 102 million bopd. 30-40% of the world's oil fields could be considered candidates for the Titan Process. The technology is low cost, has an excellent track record and is unique in the oil patch. So even a small market penetration would be significant.

How big a market Hunting can capture is unknown but we all hope it surpasses 1-2% or more of the potential market. If so, the value of the annual royalty would be very rewarding.

There are more particulars and parts to this transaction but the essence of the deal is that we need to take our current excellent relationship with Hunting to the next level for very important reasons. Chief among them is the urgent need to back up our scientific and technical staff and to expand the marketing budget for the Titan Process dramatically. The deal will enable global sales and delivery by a substantial and world known international oil service company. We only have one lab today and will need three labs soon. Hunting has the people and capabilities to accommodate this and other expansion issues that are beyond Titan's capacity.

It is important to conclude this transaction as soon as possible. We want to accommodate Hunting's internal budget process and certain soon to be press announcements to Wall Street and London.

All the details to the deal are attached. The transaction will require a majority shareholder approval vote. If you could review the attached and please send what we hope will be your approved Consent to Titan as soon as possible it would be appreciated.

The transaction has the full endorsement and confidence of your Board of Directors.

It has been a long journey but the future with Hunting at the helm is an important step forward. They will expand the business with a substantial capital budget and expand the management, personnel and marketing globally to meet what we hope to be a strong adoption by the industry of this world class technology.

Thank you for being a shareholder.

On the Consent form if you are unsure of your share ownership, you can just sign the form and we can fill in the amounts from our shareholder ledger where you are registered.

On behalf of the Board of Directors,

Kenneth J. Gerbino

Founder and Chairman

#### Forward Looking Statements

This presentation contains forward-looking statements within the meaning of the Private Securities Litigation Reform Act of 1995. All statements included herein that address activities, events or developments that the Company expects, believes, intends, or anticipates will or may occur in the future, are forward-looking statements as well as words like "could", "should", "will", "can", and words of a similar nature. Actual events may differ materially from those anticipated in the forward-looking statements. Although the Company believes that the assumptions underlying the forward-looking statements contained herein are reasonable, any of the assumptions could be inaccurate. There can be no assurance that the forward-looking statements included in this presentation will prove to be accurate. In light of the significant uncertainties inherent in the forward-looking statements included herein, the inclusion of such information should not be regarded as a representation by the Company that the objectives and expectations of the company will be achieved.

## STRICTLY CONFIDENTIAL

THE INFORMATION CONTAINED IN THIS LETTER IS STRICTLY CONFIDENTIAL AND IS BEING DISCLOSED TO THE STOCKHOLDERS OF TITAN OIL RECOVERY, INC. SOLELY FOR THEIR USE IN CONNECTION WITH THE MATTERS DISCUSSED HEREIN. YOU MAY NOT COPY, REPRODUCE, DISTRIBUTE OR OTHERWISE DISCLOSE OR USE THE INFORMATION CONTAINED IN THIS LETTER OR ITS ATTACHMENTS FOR ANY OTHER PURPOSE OR RELEASE THE INFORMATION TO ANY OTHER PERSON WITHOUT THE PRIOR WRITTEN CONSENT OF THE COMPANY, EXCEPT THAT YOU MAY DISCLOSE THIS INFORMATION TO YOUR LEGAL, TAX AND/OR FINANCIAL ADVISOR(S) IF THEY AGREE TO BE BOUND BY THE CONFIDENTIALITY AND LIMITED USE OBLIGATIONS SET OUT IN THIS PARAGRAPH.

March 2, 2025

Dear Stockholder:

We are pleased to inform you that Titan Oil Recovery, Inc., a Delaware corporation (the “Company”), has substantially negotiated an Asset Purchase Agreement (the “Purchase Agreement”), by and among Hunting Energy Services Production Technology, Inc., a Delaware corporation, as purchaser (“Purchaser”), the Company, as seller, and certain Company stockholders listed on the signature pages thereto. The latest draft of the Purchase Agreement is attached as Exhibit A to this letter. Capitalized terms used in this letter and not defined herein have the meanings ascribed to them in the (i) organizational documents of the Company or (ii) Purchase Agreement, as applicable. Pursuant to the terms of the Purchase Agreement, the Company will sell to Purchaser, and Purchaser will purchase from the Company, substantially all of the Company’s assets (the “Asset Sale”). Hunting (as defined herein) and the Company have been working under a collaboration agreement since December 2019, with increasing sales each year.

The Company, Purchaser and the other parties thereto intend to sign the Purchase Agreement and close the transactions contemplated thereby (the “Closing”) as soon as practicable after the Company receives the consent thereto of holders of at least a majority of the outstanding shares of the Company’s capital stock, (including its Common Stock, Series A Preferred Stock, Series B Preferred Stock and Series C Preferred Stock, voting together as a single class with such preferred stock voting on an as-converted into Common Stock basis). Based on the Company’s current capitalization, this means that holders of at least 23,446,168 shares of the Company’s capital stock, on as converted into common basis, must consent to the Asset Sale.

**We request your prompt attention in reviewing the applicable transaction agreements and consent that you will be asked to sign, such that you are able to return your executed signature pages to each of Kenneth J. Gerbino ([kgerbino@titanoilrecovery.com](mailto:kgerbino@titanoilrecovery.com)), Lisa Ben Jacob ([lbenjacob@titanoilrecovery.com](mailto:lbenjacob@titanoilrecovery.com)) and Alan C. Ederer, Esq. ([aederer@westermanllp.com](mailto:aederer@westermanllp.com)) by email no later than 5:00 pm Pacific Time on Tuesday, March 4, 2025 (the “Deadline”).**

### **The Company**

The Company was originally founded in July 2001, and is currently engaged in the business of providing enhanced oil recovery services from existing onshore and offshore oil fields.

For your reference, the unaudited management historical financial statements of the Company for the full years ending December 31, 2024, 2023 and 2022 are attached hereto as Exhibit B-1. An unaudited management pro forma balance sheet of the Company that gives effect to the transactions described herein is attached hereto as Exhibit B-2.

**Board of Directors; Special Committee**

Board of Directors

The Company's Board of Directors consists of the following individuals: Kenneth J. Gerbino (Chairman of the Board of Directors and the Company's current Chief Executive Officer), Michael T. Carroll (the Company's Vice President), Brian W.G. Marcotte (the Company's former Chief Executive Officer), John Sibert III (outside director since 2013), W. Scot Evans (outside director since 2015), Dr. Colin Hill (the Company's Vice President and Senior Scientist) and Noel Carroll. In connection with the transactions contemplated by the Purchase Agreement, the Company has entered into an Indemnification Agreement in favor of each of the Company's Directors whereby the Company will indemnify each director, to the fullest extent as may be permitted under the Delaware General Corporation Law (the "DGCL") and public policy of the State of Delaware, for any losses incurred by such individual arising from such individual's status as a director, officer, employee, agent or fiduciary of the Company.

Special Committee

The Company's full Board of Directors appointed outside directors John Sibert III and W. Scot Evans as a special committee of the Board of Directors (the "Special Committee") to:

- (i) evaluate the transactions contemplated by the Purchase Agreement on behalf of the Company's stockholders,
- (ii) negotiate with the Company's creditors who are also directors of the Company (*i.e.*, Ken Gerbino, Brian Marcotte, Colin Hill and Michael Carroll) the terms of a settlement (the "Creditor Settlements") of the amounts owed to such directors and certain other individuals who were also former employees of or consultants to the Company (or their estate) (the "Affiliate Creditors") for deferred compensation, unreimbursed business expenses, severance pay and/or interest, as applicable, and
- (iii) ensure that giving effect to the Asset Sale and the Creditor Settlements that the Company is solvent at the time of the Closing.

The members of such Special Committee will each receive the sum of \$50,000 upon the Closing.

**Management**

The Company is currently managed by Kenneth J. Gerbino, its Chairman and Chief Executive Officer, Dr. Colin Hill, its Vice President and Senior Scientist, Michael T. Carroll, its Vice President, and Steven Lopez, its Laboratory Manager. Such individuals are currently the Company's only full-time employees.

**Purchase Consideration**

Closing Cash Consideration:

The total cash consideration payable by Purchaser to the Company at the Closing under the Purchase Agreement will, subject to certain adjustments as set forth in the section entitled "Initial Payments from Cash Consideration" below, be \$17,500,000.

Royalty Payments:

In addition to the cash payable at Closing described above, the Company will receive from Purchaser a 15% royalty on Hunting's received Net Revenues (as defined in the Royalty Agreement) from Hunting providing the Covered Services (as defined in the Royalty Agreement) for a period of 15 years from the Closing (the "Royalty"). Such amounts will be payable pursuant to the provisions of a Royalty Agreement to be entered into between the Company and the Purchaser (the "Royalty Agreement"); provided, that any such amounts payable to the Company under the Royalty Agreement may be either escrowed or utilized by Purchaser to satisfy any post-Closing obligations of the Company, in each case, pursuant to the Purchase Agreement. The latest draft of the Royalty Agreement is attached as Exhibit C to this letter.

Initial Payments from Cash Consideration:

Of the amount of cash consideration payable at Closing:

- (i) \$3,500,000 will be placed in escrow with a large national bank, as escrow agent (the "Escrow Agent"), to, in part, be held for four (4) years from the date of the Closing,
- (ii) approximately \$1,200,000 will be applied to pay transaction expenses (including legal fees), other accrued but unpaid Company expenses, and the fees payable to the Special Committee described above,
- (iii) \$50,000 will be used to make an installment payment on a previous legal settlement,
- (iv) \$150,000 will be paid to a former business development partner of the Company,
- (v) \$216,000 will be used by the Company to repay certain convertible debt issued by the Company (unless the holders thereof elect to convert such debt into Company common stock),
- (vi) \$57,506 of which will be used to repay a loan made by Mr. Marcotte to the Company in full satisfaction of such loan,
- (vii) \$37,650 will be paid as an advance to a former Company employee on the deferred amounts owed to such individual in full satisfaction of all amounts owed to such individual,
- (viii) \$100,000 will be paid as an advance to a former Company employee on the deferred amounts owed to such individual (the rest of which will be paid in the same manner as the other Affiliate Creditors), and
- (ix) approximately \$7,172,000 will be paid by Purchaser (on behalf of the Company) to repay indebtedness owed to the former stockholders of Live Oil Services, Ltd and the estate of Professor Alan Sheehy (Microbiology Research Unit Pty Limited), for the intellectual property from which the Company developed the "Titan Process".

The Company will retain all remaining net cash proceeds received on the Closing, which will not be distributed until the Company is satisfied that all outstanding Company liabilities are either paid for or reserved for.

Distributable Cash

The amount set forth opposite the names of the Affiliate Creditors for “Unreimbursed Business Expenses” on Exhibit E, if any, will be paid by the Company as soon as practicable after the Closing prior to making any distributions in accordance with the following paragraphs.

Once the Company determines to make further distributions of any such remaining amounts of net cash proceeds paid at the Closing after satisfaction of any outstanding Company liabilities, including any releases to the Company from the escrow fund, such amounts will be distributed as follows: (i) fifty percent (50%) to the Company’s stockholders in accordance with the priority described below, and (ii) fifty percent (50%) to the Affiliate Creditors (including the portion of applicable withholding taxes on compensation payable by the Company as the employer), pro rata based on the relative amounts owed to each of them.

Distributions of any net cash from the Royalty will be distributed as follows: (i) eighty percent (80%) to the Company’s stockholders, and (ii) twenty percent (20%) to the Affiliate Creditors (including the portion of applicable withholding taxes on compensation payable by the Company as the employer).

At such time as the Company’s indebtedness to the Affiliate Creditors has been paid in full, all remaining consideration received in the Asset Sale, whether as a release of the escrow fund or as payments for the Royalty, will be paid to the Company’s stockholders or reserved for payment. Exhibit E attached hereto details the amount of indebtedness owed to each of the Affiliate Creditors giving effect to their respective Creditor Settlements.

Priority of Payments to Stockholders

Under the Company’s Certificate of Incorporation, because the sale of substantially all of the Company’s assets is treated a liquidation, the Company’s Series C Preferred Stock is entitled to receive an aggregate liquidation preference of one dollar and seventy-five cents (\$1.75) per share, and then the Company’s Series B Preferred Stock is entitled to receive an aggregate liquidation preference of one dollar (\$1.00) per share (approximately \$7.1 million in the aggregate for both series), in each such case before the holders of the Company’s Common Stock receive any distributions. However, the Series A Preferred Stock has the right to receive 15% of the aggregate amount distributed to the stockholders (which equates to approximately 18% of the amount payable to the stockholders). So to satisfy the full liquidation preference on the Series C Preferred Stock and the Series B Preferred Stock, the Company needs to distribute approximately \$8.2 million to the holders of the Series A Preferred Stock, the Series B Preferred Stock and the Series C Preferred Stock. The Series C Preferred Stock has a liquidation preference of \$1.75 per share. Because of anti-dilution protection afforded to the Series C Preferred Stock, the conversion price for each share of Series C Preferred Stock was reduced from \$1.75 per share to \$1.00 per share.

Once the holders of the Series C Preferred Stock and the Series B Preferred Stock have received their full liquidation preference (\$1.75 per share of Series C Preferred Stock and \$1.00 per share for the Series B Preferred Stock), the next money distributable to the stockholders will be paid to the holders of Common Stock and the Series A Preferred Stock until each holder of one (1) share of such series of stock has received aggregate distributions equal to one dollar (\$1.00) (with the Series A Preferred Stock still receiving 15% of the aggregate amount distributed to the holders of Common Stock the Series A Preferred Stock), which totals an aggregate of approximately forty seven million dollars (\$47,000,000), inclusive of the amounts payable to the holders of the Series A Preferred Stock.

From and after the time that each holder of one (1) issued and outstanding share of Common Stock and Series A Preferred Stock has received aggregate distributions equal to one dollar (\$1.00) as described in the preceding paragraph, the Common Stock, the Series A Preferred Stock, the Series B Preferred Stock

and the Series C Preferred Stock all share in such additional distributions on a pro rata basis, treated for this purpose as a single class with such preferred stock on an as-converted into Common Stock basis. The Series A Preferred Stock will continue to receive 15% of the aggregate amount distributed to the Company's stockholders.

The foregoing discussion assumes that no warrants, options or other convertible securities have been exercised for or converted into shares of the Company's capital stock. In the event of any such exercise for or conversion, the amounts detailed above may be subject to change.

A summary capitalization table for the Company is attached hereto as Exhibit D.

### **Certain Other Creditor Arrangements**

#### The Affiliate Creditors

In connection with the Company entering into the Purchase Agreement, the Affiliate Creditors agreed to settle a portion of their Company indebtedness by accepting in lieu thereof: (i) 15-year warrants to purchase shares of the Company's Common Stock for \$1.00 per share for each \$1.00 of indebtedness settled that related to deferred compensation, and (ii) 15-year warrants to purchase shares of the Company's Common Stock for \$1.10 per share for each \$1.00 of indebtedness settled that related to severance obligations and/or accrued but unpaid interest on such deferred amounts.

Exhibit E attached hereto sets forth, for each director of the Company that is an Affiliate Creditor, the amount and type of indebtedness owed to him and the amount of indebtedness that will remain owing to him as well as the number and exercise price of the warrants issuable to him in connection with his settlement of his Company indebtedness.

#### Hunting

The Company owes Purchaser or its affiliates ("Hunting") approximately \$1,055,000 (the "Hunting Deferred Amounts"). The Hunting Deferred Amounts will not be repaid upon the Closing, but will remain outstanding in accordance with their existing terms. Interest will continue to accrue on these amounts in accordance with the governing debt instrument or the Purchase Agreement, as applicable, until repaid. The Hunting Deferred Amounts are repayable on Hunting's demand, and the escrow fund and/or the Royalty may be used by Hunting to repay all or part of these amounts. Any Company funds used to repay these amounts will not be available for distributions to the Company's creditors, including, without limitation, Affiliate Creditors, and/or stockholders.

### **Escrow and Indemnification**

At Closing, \$3,500,000 (the "Escrow Amount") will be placed in escrow with the Escrow Agent to be held, in part, for a period of four (4) years from the date of the Closing. \$1,000,000 of the Escrow Property shall be held and disbursed by the Escrow Agent in accordance with Exhibit B to the Purchase Agreement, and the remainder shall serve as security to satisfy any indemnification obligations of the Company pursuant to Article VII of the Purchase Agreement and the Hunting Deferred Amounts. In general, claims for indemnification will be satisfied: (a) first, by deducting an amount equal to such indemnifiable amount from any amounts that are due and payable by Purchaser pursuant to the Royalty Agreement; (b) second, to the extent there are no amounts that are due and payable by Purchaser pursuant to the Royalty Agreement at the time such indemnifiable amount becomes payable to Purchaser (or to the extent the amounts due and payable by Purchaser pursuant to the Royalty Agreement are insufficient to satisfy such indemnifiable amounts), such indemnifiable amounts shall be recovered from the Escrow Property; and (c) third, to the

extent the Escrow Property is insufficient to satisfy such indemnifiable amounts, such amounts shall be recovered from the Company.

At such time as the Company has satisfied certain conditions related to the transfer to Purchaser of the intellectual property related to the “Titan Process” as set forth in Exhibit B to the Purchase Agreement, \$1,000,000 of the Escrow Property will be released to the Company (the “IP Escrow Release”).

The escrow arrangement includes a “topping off” mechanism during the four (4) year escrow period whereby if for any reason the Escrow Property equals an amount that is less than the Escrow Amount (i.e., in the event of a claim which causes a release from the Escrow Property to Hunting, the IP Escrow Release or the repayment of any or all of the Hunting Deferred Amounts from the Escrow Property), the Company is required to “top off” the Escrow Account from future amounts of the Royalty payable to the Company to maintain the balance of the Escrow Property at \$3,500,000.

With respect to claims made under the Purchase Agreement, except in the case of (a) Fraud, (b) breaches of the Fundamental Representations, (c) breaches of the Company’s covenants set forth in the Agreement, and (d) the Company’s obligations related to any Excluded Assets and Excluded Liabilities, the Company’s liability under the Purchase Agreement will be limited to 20% of the Purchase Price.

For additional information about the indemnification obligations, please see Article VII of the Purchase Agreement.

#### **Recommendation of Special Committee; Board Approval**

The members of the Company’s Board of Directors that are also Affiliate Creditors negotiated the Creditor Settlements with the Special Committee over a two (2) month period in light of the requirement in the Purchase Agreement that the Company be solvent at the time of the Closing after giving effect to the Asset Sale, as well as to determine an equitable sharing of the transaction proceeds between the Affiliate Creditors and the Company’s stockholders. As a result, an aggregate of \$2,532,680 of Company indebtedness owed to the Affiliate Creditors was satisfied by the Company issuing to the Affiliate Creditors an aggregate of 580,200 warrants to purchase shares of Common Stock for \$1.00 per share and an aggregate of 1,952,480 warrants to purchase shares of Common Stock for \$1.10 per share. Exhibit E attached hereto sets forth, for each director of the Company that is an Affiliate Creditor, the amount and type of indebtedness owed to him and the amount of indebtedness that will remain owing to him as well as the number and exercise price of the warrants issuable to him in connection with his settlement of his Company indebtedness.

Accordingly, after careful consideration, the Special Committee unanimously adopted resolutions: (i) determining that the Asset Sale and the Creditor Settlements are advisable for, fair to, and in the best interests of, the Company and its stockholders, (ii) adopting and approving the Purchase Agreement substantially in the form attached hereto as Exhibit A and the transactions contemplated by the Purchase Agreement, and (iii) recommending to the stockholders of the Company that they adopt and approve the Purchase Agreement and approve the Asset Sale (including the principal terms thereof) and the other transactions contemplated by the Purchase Agreement in accordance with the DGCL.

After careful consideration, the Board of Directors of the Company unanimously (including both members of the Special Committee) ratified resolutions identical to those adopted by the Special Committee and recommended to the Company’s full Board. Such resolutions are attached hereto as Exhibit F.

In the course of deliberating on whether to adopt resolutions approving the Purchase Agreement and the Asset Sale, Board members have consulted with Company management and the Company’s legal counsel at Westerman Ball Ederer Miller Zucker & Sharfstein, LLP regarding their fiduciary duties, legal due

diligence matters, and the terms of the Purchase Agreement and related ancillary agreements. Based on these consultations, the Board (including both members of the Special Committee) unanimously concluded that the benefits of the Asset Sale outweigh the negative factors and that the Asset Sale and entering into the Purchase Agreement with Purchaser, and the Creditor Settlements with the Affiliate Creditors, are in the best interests of the Company and its stockholders.

### **Stockholder Consent to Asset Sale and Name Change**

Section 228 of the DGCL states that, unless otherwise provided in a company's certificate of incorporation, any action required by the DGCL to be taken at any meeting of such stockholders, or any action which may be taken at any meeting of such stockholders, may be taken without a meeting, without prior notice and without a vote, if a consent or consents in writing, setting forth the action so taken, shall be signed by the holders of outstanding stock having not less than the minimum number of votes that would be necessary to authorize or take such action at a meeting at which all shares entitled to vote thereon were present and voted.

Under the DGCL, the Company's Certificate of Incorporation and Bylaws, the Asset Sale (including the principal terms thereof) and the Purchase Agreement must be approved and adopted by holders of a majority of the votes represented by all outstanding shares of the Company's capital stock (including its Common Stock, Series A Preferred Stock, Series B Preferred Stock and Series C Preferred Stock, voting together as a single class with such preferred stock voting on an as-converted into Common Stock basis). Based on the Company's current capitalization, this means that holders of at least 23,446,168 shares of the Company's capital stock, on as converted into common basis, must consent to the Asset Sale.

Additionally, as part of the Asset Sale, the Company is required to change its name to a name that is not similar to "Titan Oil Recovery" (or any derivation thereof), so the Company is requesting that its stockholders approve a change of the Company's name from "Titan Oil Recovery, Inc." to "Koala Royalties, Inc." (the "Name Change").

The enclosed written consent of the stockholders attached hereto as Exhibit G (the "Stockholder Consent"), when executed and delivered by the holders of a majority of the outstanding shares of the Company's capital stock (including its Common Stock, Series A Preferred Stock, Series B Preferred Stock and Series C Preferred Stock, voting together as a single class with such preferred stock voting on an as-converted into Common Stock basis), will constitute approval of the matters set forth in such Stockholder Consent, including (i) approval and adoption of the Purchase Agreement and certain related agreements and approval of the Asset Sale and the other transactions contemplated by the Purchase Agreement (including the principal terms of the Asset Sale); and (ii) the Name Change. **If you are a holder of Company Capital Stock, the Board asks that you execute the Stockholder Consent in substantially the form attached hereto as Exhibit G.**

*If you do not execute the Stockholder Consent, you will not receive payment of any portion of the purchase consideration, until such time as you return to the Company the Payment Documentation (as defined below).*

### **Interests of Certain Parties in the Transaction**

Four (4) of the Company's seven (7) directors are Affiliate Creditors, and, in such capacity, will receive a portion of the consideration payable to the Company in connection with the Asset Sale. A fifth board member is a relative of one of the board members that is an Affiliate Creditor. The members of the Special Committee are the only directors who are not also creditors of the Company or related to creditors of the Company.

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Each of the Company's directors that is also a stockholder will vote his shares in favor of the Asset Sale. Each of the Company's directors who is also a stockholder will share in the purchase consideration in respect of his Company capital stock to the same extent as the other stockholders owning such classes and/or series of Company capital stock.

Following the Asset Sale, Dr. Colin Hill and Steven Lopez will be employed by Purchaser and Michael T. Carroll will be retained by Purchaser as a consultant.

### **Tax Consequences**

STOCKHOLDERS ARE STRONGLY ADVISED AND ARE EXPECTED TO CONSULT WITH THEIR OWN TAX ADVISORS REGARDING THE TAX CONSEQUENCES OF THE ASSET SALE IN LIGHT OF THEIR PARTICULAR CIRCUMSTANCES, AND ANY OTHER CONSEQUENCES TO THEM OF THE ASSET SALE UNDER FEDERAL, STATE, LOCAL AND, IF APPLICABLE, FOREIGN TAX LAWS.

### **Payment Documentation**

All holders of the Company's outstanding capital stock that approve the Asset Sale and the Purchase Agreement should return to the Company an executed Stockholder Consent. Once the Company has received Stockholder Consents from stockholders representing at least a majority of the shares of the Company's capital stock entitled to vote (with its preferred stock voting with the common stock on an as-converted into common stock basis), the Company will move to expeditiously consummate the Closing.

All holders of the Company's outstanding capital stock, *regardless of whether they consent to the Asset Sale and the Purchase Agreement*, will be required to submit to the Company (i) a completed and executed Form W-9, and (ii) wire instructions and a current mailing address in order to receive any payment of the purchase consideration due to them on and/or after the Closing (the "Payment Documentation"). The Payment Documentation is attached hereto as Exhibit H.

### **Additional Information**

The proposed Asset Sale is a complex transaction. You should consider and read the Purchase Agreement, the Royalty Agreement and the other exhibits hereto and thereto carefully before returning your signed documents. The summaries provided herein are qualified in their entirety by reference to the underlying documents, which are attached hereto or provided under separate cover for your review.

The signing and closing of the Asset Sale is subject to a number of conditions in addition to those set forth above, including the delivery of the closing deliverables set forth in Article II of the Purchase Agreement, and the execution of the Purchase Agreement by all of the parties thereto. There is no guarantee that all the parties will execute the Purchase Agreement.

YOU ARE URGED TO CONSULT WITH YOUR LEGAL, TAX AND/OR FINANCIAL ADVISOR(S) REGARDING THE CONSEQUENCES TO YOU OF THE ASSET SALE, THE PURCHASE AGREEMENT AND ALL RELATED DOCUMENTS THAT YOU WILL BE REQUIRED TO SIGN IN ORDER TO RECEIVE ANY OF THE PURCHASE CONSIDERATION TO WHICH YOU BECOME ENTITLED.

THE INFORMATION CONTAINED HEREIN IS BELIEVED TO BE ACCURATE AS OF THE DATE HEREOF, BUT IS SUBJECT TO CHANGE, COMPLETION OR AMENDMENT WITHOUT NOTICE.

**STRICTLY CONFIDENTIAL**

ALL DRAFTS OF THE DOCUMENTS ATTACHED AS EXHIBITS TO THIS LETTER ARE SUBJECT TO CHANGE. NEITHER THE DELIVERY OF THIS LETTER NOR ANY CONSENT GIVEN HEREUNDER SHALL, UNDER ANY CIRCUMSTANCES, CREATE ANY IMPLICATION THAT THE INFORMATION HEREIN IS CORRECT AS OF ANY SUBSEQUENT DATE OR THAT THERE HAS BEEN NO CHANGE IN THE INFORMATION SET FORTH HEREIN OR IN THE AFFAIRS OF THE COMPANY SINCE THE DATE HEREOF.

THE CLOSING DATE CASH PAYMENT PAID BY PURCHASER TO THE COMPANY WILL DEPEND ON MANY FACTORS, INCLUDING THE CLOSING DATE, THE COMPANY'S CASH, INDEBTEDNESS AND TRANSACTION EXPENSE BALANCES AT CLOSING, AND OTHER FACTORS. THE COMPANY HAS PROVIDED INFORMATION IN THIS LETTER TO HELP FACILITATE YOUR DECISION BASED UPON ASSUMPTIONS AND CALCULATIONS IT BELIEVES ARE ACCURATE; HOWEVER THE COMPANY MAKES NO REPRESENTATIONS OR WARRANTIES AS TO SUCH ACCURACY OR ASSUMPTIONS.

THE COMPANY DOES NOT INTEND TO PUBLISH UPDATES OR REVISIONS OF THE INFORMATION INCLUDED IN THIS LETTER TO REFLECT EVENTS OR CIRCUMSTANCES AFTER THE DATE HEREOF, EXCEPT IN SUCH INSTANCES WHERE, IN THE SPECIAL COMMITTEE'S SOLE DISCRETION, SUCH EVENTS OR CIRCUMSTANCES WOULD REASONABLY MATERIALLY ALTER A STOCKHOLDER'S DECISION AGAINST THE ASSET SALE.

If you have additional questions, please reach out to Kenneth Gerbino ([kgerbino@titanoilrecovery.com](mailto:kgerbino@titanoilrecovery.com)).

Executed signature pages should be sent by PDF or other facsimile to each of: Kenneth Gerbino ([kgerbino@titanoilrecovery.com](mailto:kgerbino@titanoilrecovery.com)), Lisa Ben Jacob ([lbenjacob@titanoilrecovery.com](mailto:lbenjacob@titanoilrecovery.com)) and Alan C. Ederer, Esq. ([aederer@westermanllp.com](mailto:aederer@westermanllp.com)).

**Notwithstanding anything to the contrary in this letter, you should be aware that any payments to you in respect of your shares of the Company's capital stock are conditioned upon the Closing of the Asset Sale. As such, no amounts will be payable to you with respect to the transactions contemplated hereby if for any reason the Purchase Agreement is not executed or the Asset Sale is not consummated.**

**The summary of the Purchase Agreement, the Royalty Agreement and related agreements contained in this letter does not purport to be complete. All of the matters discussed in this letter are qualified in their entirety by the actual Purchase Agreement, Royalty Agreement and related agreements. All estimates of the purchase consideration are estimates and are likely to change. The actual purchase consideration will be determined in accordance with the Purchase Agreement.**

Thank you again for your investment in the Company and your trust in the team. We continue to work hard to bring the Asset Sale to a successful closing. Once again, we remind you that the terms of this Asset Sale are strictly confidential and you must not discuss them with anyone except as may be required by law or as otherwise authorized hereby, even after the closing of the Asset Sale.

Sincerely,

Titan Oil Recovery, Inc.

Forward-Looking Statements

This letter contains forward-looking statements within the meaning of the Private Securities Litigation Reform Act of 1995. All statements included herein that address activities, events or developments that the Company expects, believes, estimates, plans, intends, projects or anticipates will or may occur in the future, are forward-looking statements. Actual events may differ materially from those anticipated in the forward-looking statements. Although the Company believes that the assumptions underlying the forward-looking statements contained herein are reasonable, any of the assumptions could be inaccurate. There can be no assurance that the forward-looking statements included in this letter will prove to be accurate. In light of the significant uncertainties inherent in the forward-looking statements included herein, the inclusion of such information should not be regarded as a representation by the Company that the objectives and expectations of the Company will be achieved.

**Exhibit A:  
Purchase Agreement**

[see attached]

**ASSET PURCHASE AGREEMENT**

**BY AND AMONG**

**HUNTING ENERGY SERVICES PRODUCTION TECHNOLOGY, INC.,**

**TITAN OIL RECOVERY, INC.,**

**AND**

**THE OTHER PARTIES LISTED ON THE SIGNATURE PAGES HERETO**

**DATED [•], 2025**

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## **ANNEXES**

Annex A

Defined Terms

## **EXHIBITS**

Exhibit A

Purchase Price Allocation

Exhibit B

IP Escrow Release Mechanics

Exhibit C

Bill of Sale

Exhibit D

Form of Lease Assignment

Exhibit E

IP Assignment

Exhibit F

Royalty Agreement

Exhibits G-1 and G-2

Employment Agreements

Exhibit H

Consulting Agreement

Exhibit I

Escrow Agreement

Exhibits J-1, J-2, J-3 and J-4

Bios Settlement Agreement, Sheehy Settlement Agreement,  
Live Oil Shareholder Settlement Agreement and Creditor  
Settlement Agreements

## ASSET PURCHASE AGREEMENT

THIS ASSET PURCHASE AGREEMENT (this “Agreement”) is being entered into on [●], 2025, by and among (i) Hunting Energy Services Production Technology, Inc., a Delaware corporation (“Purchaser”); (ii) Titan Oil Recovery, Inc., a Delaware corporation (“Seller”); and (iii) Kenneth J. Gerbino, an individual resident of the State of California (“K. Gerbino”), Dr. Colin K. Hill, Ph.D., an individual resident of the State of California (“Dr. Hill”), and Michael T. Carroll, an individual resident of the State of Texas (“M. Carroll” and together with K. Gerbino and Dr. Hill, each a “Seller Equityholder” and collectively, the “Seller Equityholders”). Seller and the Seller Equityholders are collectively referred to herein as the “Seller Parties” and each, individually, a “Seller Party.” Purchaser and the Seller Parties are collectively referred to herein as the “Parties” and each, individually, as a “Party.” Any term used but not defined in this Agreement shall have the meaning given to such term in Annex A, which Annex A is hereby incorporated herein by reference.

### RECITALS

WHEREAS, Seller is engaged in the business of providing enhanced oil recovery services from existing onshore and offshore oil fields (the “Business”);

WHEREAS, Purchaser desires to purchase from Seller, and Seller desires to sell, transfer, assign and deliver to Purchaser, certain assets of Seller related to the Business in exchange for the consideration set forth herein, upon the terms and conditions set forth in this Agreement, but excluding the Excluded Assets; and

WHEREAS, the Seller Equityholders are the owners, directly or indirectly, of a significant amount of the issued and outstanding equity interests of Seller, and, as an inducement to Purchaser’s entry into this Agreement and the other Transaction Documents, the Seller Equityholders desire to make certain representations, warranties, covenants and agreements in favor of the Purchaser, as set forth herein.

NOW, THEREFORE, in consideration of the foregoing premises, the mutual covenants, agreements, representations and warranties herein contained, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties, intending to be bound, do hereby agree as follows:

### ARTICLE I PURCHASE AND SALE

Section 1.01 Purchase and Sale. On and subject to the terms and conditions of this Agreement, Seller hereby sells, transfers, conveys, assigns and delivers to Purchaser, and Purchaser hereby purchases, acquires and accepts from Seller, all of Seller’s rights, title and interest in, to and under the Assets, in each case, free and clear of all Liens. For purposes of this Agreement, “Assets” shall mean all of Seller’s and its Affiliates’ right, title and interest in, to and under the following assets, but excluding the Excluded Assets:

(a) the personal property, fixtures, equipment (including, without limitation, all data processing and office equipment and all computer equipment), hardware and firmware, vehicles, machinery, apparatus, tools, implements, office furniture and other items of tangible personal property, owned or leased by Seller and used in connection with the operation of the Business, wherever located, together with all parts, accessories and attachments and all replacements thereof and additions thereto, in each case, that are listed on Schedule 1.01(a) (the “Tangible Personal Property”);

(b) all Permits relating to the Assets or the Business that are listed on Schedule 1.01(b) (collectively, the “Assigned Permits”);

(c) all Contracts that are listed on Schedule 1.01(c) (collectively, the “Assigned Contracts”);

(d) all Leases that are listed on Schedule 1.01(d) (the “Assigned Leases”);

(e) all goods and merchandise of Seller related to or used in connection with the Assets, including all inventory, raw materials, works-in-process, spare parts, packaging, supplies, materials and finished and unfinished goods of every nature (collectively, “Inventory”), in each case, that is listed on Schedule 1.01(e);

(f) all books, records, documents and instruments owned by and currently in the possession or under the control of Seller or its Affiliates, to the extent related to the Assets or the Business, including all customer and supplier files and lists, sales information, equipment maintenance and warranty information, but excluding any Excluded Books and Records (the “Assigned Books and Records”);

(g) all Accounts Receivable, notes receivable and other rights to payment from customers of Seller to the extent relating to the Assets or the Business from and after the Closing, and the full benefit of all security for such accounts or rights to payment and any claim, remedy or other right related to any of the foregoing;

(h) all of Seller’s Intellectual Property related to the Business or the Assets, whether held by Seller or its Affiliates or shareholders, including all of the Owned IP (including the name “Titan Oil Recovery”), and all telephone and facsimile numbers (together with all other similar numbers), electronic mail addresses and websites of Seller related to the Business, including the Intellectual Property listed on Schedule 1.01(h);

(i) all goodwill and going concern value associated with the Assets;

(j) all of the IT Systems that are listed on Schedule 1.01(j);

(k) all rights of Seller under express or implied warranties, indemnities and similar rights with respect to any Assets;

(l) all prepaid items and deferred charges, credits, advance payments, security and other deposits with respect to the Assets to the extent relating to the conduct of the Business from and after the Closing;

(m) insurance proceeds that may be payable under the insurance policies of Seller with respect to the Assets and arising in connection with any damage, destruction or loss to such Assets occurring on or prior to the Closing Date; and

(n) all rights of Seller pertaining to any causes of action, judgments, claims, demands, counterclaims, set-offs, warranties, third party indemnities or defenses that Seller may have with respect to the Assets.

Notwithstanding the foregoing, the transfer of the Assets pursuant to this Agreement shall not include the assumption of any Liability related to the Assets unless Purchaser expressly assumes that Liability pursuant to Section 1.03.

Section 1.02 Excluded Assets. Seller shall not sell, assign, transfer, convey, or deliver, and Purchaser shall not accept pursuant to this Agreement, any of Seller's right, title or interest to, in or under any asset which is not described in Section 1.01, all of which shall be retained by, and whose right, title and interest to, shall remain vested in Seller (collectively, the "Excluded Assets"), including the following:

- (a) any cash, cash equivalents and bank accounts of Seller;
- (b) except as otherwise provided in Section 5.07, all Accounts Receivable, notes receivable and other rights to payment from customers of Seller to the extent relating to the conduct of the Business prior to the Closing;
- (c) all prepaid items and deferred charges, credits, advance payments, security and other deposits with respect to the Assets to the extent relating to the conduct of the Business prior to the Closing;
- (d) Seller's Benefit Plans, including all rights and obligations thereunder;
- (e) books and records that relate exclusively to (i) organizational or governance proceedings of Seller, (ii) the Excluded Assets or (iii) the Excluded Liabilities (the "Excluded Books and Records");
- (f) except as set forth in Section 1.01(m), any insurance policies and rights thereunder, including pre-paid insurance premiums;
- (g) any Capital Stock in any Person;
- (h) any assets of Seller not related to, used or held for use in the Business;
- (i) any of the rights of Seller under this Agreement or any documents executed in connection herewith;
- (j) any employment Contracts;
- (k) any Contract to which Seller is a party, other than the Assigned Contracts and the Assigned Leases (including, without limitation, employment and consulting agreements

between Seller and its past and present employees and consultants, the Bios Collaboration Agreement, the Viner Burch Agreement, the Bios Settlement Agreement, the Sheehy Settlement Agreement, the Live Oil Shareholder Settlement Agreement and the Creditor Settlement Agreements); and

- (l) all other assets of Seller, but excluding the Assets.

### Section 1.03 Assumption of Liabilities.

(a) Assumed Liabilities. Purchaser hereby assumes, effective as of the Closing Date, and shall timely perform and discharge in accordance with their respective terms, only (i) the executory obligations arising out of the Assigned Permits, the Assigned Contracts and the Assigned Leases, but only to the extent such obligations (A) relate solely to the performance thereunder after the Closing Date, (B) do not arise from or relate to any breach by Seller of the terms thereof, and (C) do not arise from any violation of Applicable Laws occurring on or prior to the Closing Date; and (ii) all other Liabilities solely arising out of or relating to Purchaser's ownership or operation of the Assets and acts, omissions, events, circumstances or periods occurring exclusively after the Closing Date without any basis in any event, condition or circumstance existing or occurring on or prior to the Closing Date (collectively, the "Assumed Liabilities").

(b) Excluded Liabilities. Notwithstanding anything to the contrary set forth in this Agreement, except for the Assumed Liabilities specifically provided in Section 1.03(a), it is expressly understood and agreed that Purchaser shall not assume or be obligated to pay, perform or discharge, and Seller shall retain, pay, perform and discharge (as and when due) any claim or Proceeding against, or Liabilities, Contracts or obligations whatsoever of, Seller or its Affiliates or otherwise related to the Business or the Assets (collectively, the "Excluded Liabilities"), including (without limitation) the following: (i) any Liability arising in connection with Environmental Requirements and having their basis in any event, condition or circumstance existing or occurring on or prior to the Closing Date; (ii) any Liability of any of the Seller Parties for Taxes, including Transfer Taxes as provided in Section 6.02, ad valorem and property Taxes allocated to Seller as provided in Section 6.01, any Taxes on or relating to any Excluded Assets and the unpaid Taxes of Seller set forth on Schedule 3.08; (iii) any Liability of any kind arising out of or in connection with any Benefit Plan, including any obligations to provide continuation benefits under COBRA to terminated employees and their dependents, unless otherwise required by Applicable Laws; (iv) any Debt of any Seller Party or their respective Affiliates (including, without limitation, the Deferred Debt Liabilities and any Debt owed to the Estate of Alan Sheehy and the former shareholders of Live Oil Services, Limited); (v) any Liability arising out of the Excluded Assets (including, without limitation, the Bios Collaboration Agreement, the Viner Burch Agreement, the Bios Settlement Agreement, the Sheehy Settlement Agreement, the Live Oil Shareholder Settlement Agreement and the Creditor Settlement Agreements); (vi) any warranty or product Liabilities of Seller; (vii) any Liability arising out of any Proceeding pending or threatened against, affecting or settled by any Seller Party, the Business or the Assets to the extent arising out of Seller's ownership or operation of the Business or the Assets on or prior to the Closing Date (including, without limitation, the matters set forth on Schedule 3.11 and Schedule 3.15(d)); (viii) any Accounts Payable of Seller or otherwise related to the Assets or the Business (including, without limitation, any amounts payable to current or former shareholders,

directors, employees, consultants and independent contractors); (ix) any Liability for deferred revenues of Seller from customers; (x) any Liability of any of the Seller Parties arising out of or related to the WARN Act and/or set forth in Section 5.03(b); and (xi) any other Liability arising from or relating to acts, omissions, events, circumstances or periods occurring on or prior to the Closing Date under or in connection with or related to the Assets, the Excluded Assets, the Seller Parties or the Business.

Section 1.04 Nonassignable Contracts and Permits. If any Assigned Permits, Assigned Contracts or Assigned Leases are not by their respective terms assignable, or to the extent the Parties elect or are required to consummate the transactions contemplated hereby prior to obtaining a Consent required in connection with the assignment, transfer or re-issuance thereof, this Agreement shall not constitute an assignment or attempted assignment thereof. With respect to any such Assigned Permit, Assigned Contract or Assigned Lease, the Seller Parties shall use their best efforts to obtain, or cause to be obtained, within one hundred twenty (120) days after the Closing Date, any Consent necessary to convey to Purchaser the benefit thereof. To the extent that any such Consents are not obtained on or prior to the Closing, or cannot be obtained after the Closing, Seller shall (a) cooperate in any reasonable arrangement designed to provide Purchaser with the economic benefits of such nonassignable Assigned Permits, Assigned Contracts or Assigned Leases; (b) enforce at the request of and for the benefit of Purchaser any and all rights of Seller arising under such nonassignable Assigned Permits, Assigned Contracts or Assigned Leases (including a right of termination); and (c) indemnify and hold harmless each Purchaser Indemnified Party from any and all Losses arising out of, as the result of, relating to, or caused by such Consent not being obtained.

Section 1.05 Purchase Price. Subject to the terms and conditions of this Agreement, and as full consideration for the purchase and sale of the Assets and assumption of the Assumed Liabilities hereunder, and the representations, warranties, covenants and agreements contemplated herein, the aggregate consideration (the "Purchase Price") to be paid by Purchaser to Seller will be, subject to adjustment as provided under this Agreement, \$17,500,000 (the "Closing Cash Consideration"), which shall be paid or delivered at Closing as follows:

(a) the Paid-Off Debt (if any) shall be paid by Purchaser in accordance with Section 1.06;

(b) the Escrow Amount shall be delivered by Purchaser to the Escrow Agent for deposit into the Escrow Account;

(c) the Transaction Expenses set forth on Schedule 1.05(c) (the "Closing Transaction Expenses") shall be paid by Purchaser on behalf of Seller and the Seller Parties to all Persons who are owed such Closing Transaction Expenses, in each case in the amounts owed to each such Person, for purposes of satisfying in full such obligations;

(d) an amount equal to (i) the Closing Cash Consideration, minus (ii) the Paid-Off Debt (if any), minus (iii) the Escrow Amount, minus (iv) the Closing Transaction Expenses, minus (v) \$0.00, representing one-half (1/2) of the Escrow Agent's fees and expenses pursuant to the Escrow Agreement due at the Closing, minus (vi) \$0.00, representing the estimate of Seller's liability for Pre-Closing Property Taxes in accordance with Section 6.01, plus (vii) the Hunting

Collaboration Unpaid Royalties (the resulting sum, the “Closing Date Cash Payment”), shall be paid by Purchaser at Closing by wire transfer of immediately available funds to the account(s) designated in writing by Seller.

Section 1.06 Paid-Off Debt. At or prior to the Closing, Seller has obtained and delivered copies thereof to Purchaser of the Sheehy Settlement Agreement and the Live Oil Shareholder Settlement Agreement for the items of Debt listed on Schedule 1.06 to be paid at Closing (the “Paid-Off Debt”), which are in form and substance reasonably satisfactory to Purchaser and include the amount necessary to pay off and remove any and all Liens on any of the Assets. At Closing, Purchaser shall pay to each Person holding Paid-Off Debt the amounts owed to each such Person, for purposes of satisfying in full such Paid-Off Debt, by wire transfer of immediately available funds in such amounts and to such accounts as set forth in the Sheehy Settlement Agreement and the Live Oil Shareholder Settlement Agreement. Notwithstanding anything to the contrary herein, and for the avoidance of any doubt, the Parties hereby acknowledge and agree that the Deferred Debt Liabilities shall not constitute Paid-Off Debt hereunder, and Seller’s and/or its Affiliate’s Liabilities with respect thereto shall continue post-Closing, in accordance with the applicable terms thereof, if any, including the accrual of all applicable interest, with Purchaser able to call any such Deferred Debt Liability due and payable (in whole or in part) at any time in its sole discretion.

Section 1.07 Purchase Price Allocation. The Parties agree that (a) the aggregate Purchase Price for tax and financial accounting purposes will be allocated among the Assets (and the Assumed Liabilities) in the manner set forth on Exhibit A; (b) they will file all Tax Returns and related forms (including Form 8594) in accordance with Exhibit A; and (c) they will not make any statement or take any position inconsistent with such allocation on any Tax Returns, in any refund claim or during the course of any IRS or other tax audit. Each Party will notify the other Parties if it receives notice that the IRS proposes any allocation that is different from the allocation as set forth on Exhibit A.

Section 1.08 Escrow. The Escrow Agent shall hold the Escrow Amount, and all interest (if any) and other amounts earned thereon (if any), in escrow pursuant to this Agreement and the Escrow Agreement. \$1,000,000 of the Escrow Property shall be held and disbursed by the Escrow Agent in accordance with Exhibit B (the “IP Disbursement”), and the remainder of the Escrow Property shall be used to satisfy (a) any indemnification claims by the Purchaser Indemnified Parties pursuant to Article VII and (b) the Deferred Debt Liabilities. On the next Business Day following the date that is forty-eight (48) months following the Closing Date (the “Escrow Release Date”), Purchaser and Seller shall issue joint written instructions to the Escrow Agent to disburse to Seller the Escrow Property, *less* the sum of (i) any pending indemnification claims by the Purchaser Indemnified Parties pursuant to Article VII, (ii) any remaining Deferred Debt Liabilities, and (iii) unless otherwise trued-up in accordance with the last sentence of this Section 1.08, any amounts previously disbursed from the Escrow Account. Seller and Purchaser shall each be responsible for one-half (1/2) of all fees and expenses of the Escrow Agent. Notwithstanding anything to the contrary in this Agreement, and for the avoidance of any doubt, the Seller Parties hereby acknowledge and agree that, if at any time prior to the Escrow Release Date, the Escrow Property equals an amount that is less than the Escrow Amount (including as a result of the IP Disbursement and/or the satisfaction of any indemnification claims or Deferred Debt Liabilities), then any and all amounts due and payable by Purchaser to Seller pursuant to the Royalty

Agreement shall, in lieu of payment thereof to Seller, be delivered by Purchaser to the Escrow Agent for deposit into the Escrow Account until such time that the Escrow Property equals the Escrow Amount. Such amounts shall then become part of the Escrow Property and shall be held and disbursed in accordance with this Section 1.08.

Section 1.09 Withholding. Notwithstanding any other provision in this Agreement to the contrary, Purchaser and Seller, as applicable and to the extent required under Applicable Law, shall, upon notice to the other Party, be entitled to deduct and withhold from any amounts otherwise payable (directly or indirectly) pursuant to this Agreement such amounts as Purchaser or Seller are required to deduct and withhold with respect to the making of such payment under Applicable Law. To the extent that amounts are so withheld, such withheld amounts shall be treated for all purposes of this Agreement as having been paid to the applicable payee in respect of which such deduction and withholding was made.

## ARTICLE II CLOSING

Section 2.01 The Closing. The Closing shall take place remotely via the exchange of documents and signatures by electronic transmission simultaneously with the execution of this Agreement, or at such other place or time as the Parties may mutually agree. The date upon which the Closing actually occurs is hereinafter referred to as the "Closing Date". The Closing will be deemed effective at 12:00 a.m. Pacific Time on the Closing Date.

Section 2.02 Seller's Closing Deliveries. At the Closing, Seller shall deliver, or cause to be delivered, to Purchaser the following:

(a) a Bill of Sale, Assignment and Assumption Agreement, in substantially the form attached hereto as Exhibit C (the "Bill of Sale"), evidencing the assignment and transfer to Purchaser of the Assets (other than the Assigned Leases and the Owned IP), duly executed by Seller;

(b) Assignments and Assumptions of Leases, each in substantially the form attached hereto as Exhibit D (the "Lease Assignments"), evidencing the assignment and transfer to Purchaser of each Assigned Lease, duly executed by Seller and, if required, the applicable landlord;

(c) an Intellectual Property Assignment, in substantially the form attached hereto as Exhibit E (the "IP Assignment"), evidencing the assignment to Purchaser of the Owned IP, duly executed by Seller;

(d) a Royalty Agreement, in substantially the form attached as Exhibit F (the "Royalty Agreement"), duly executed by Seller;

(e) Employment Agreements, in substantially the forms attached as Exhibit G-1 and G-2 (the "Employment Agreements"), duly executed by each of Dr. Hill and Steven Lopez, respectively;

(f) a Consulting Agreement, in substantially the form attached as Exhibit H (the “Consulting Agreement”), duly executed by M. Carroll;

(g) an Escrow Agreement, in substantially the form attached as Exhibit I (the “Escrow Agreement”), duly executed by Seller;

(h) an amendment to Seller’s certificate of incorporation, dated the Closing Date, and in proper form for filing with the Secretary of State of the State of Delaware, changing Seller’s name to a name that is not similar to “Titan Oil Recovery” (or any derivation thereof), together with all other documentation required to be filed in other jurisdictions where Seller is qualified or licensed to do business to reflect such name change;

(i) a Form W-9 or a certificate of non-foreign status of Seller meeting the requirements of Treasury Regulation Section 1.1445-2(b)(2), in form and substance reasonably satisfactory to Purchaser and duly executed by an authorized representative of Seller;

(j) duly executed copies of all Consents identified on Schedule 2.02(j), each in form and substance reasonably satisfactory to Purchaser;

(k) releases, each in form and substance reasonably satisfactory to Purchaser, of all Liens on the Assets (including, without limitation, UCC-3 termination statements, tax lien releases and other Lien releases);

(l) a (i) Settlement Agreement, in substantially the form attached hereto as Exhibit J-1 (the “Bios Settlement Agreement”), evidencing the settlement of certain disputes between Seller and Bios, duly executed by Seller and Bios, (ii) Settlement Agreement, in substantially the form attached hereto as Exhibit J-2 (the “Sheehy Settlement Agreement”), evidencing the settlement of certain outstanding matters between the parties thereto, duly executed by Seller and the Estate of Alan Sheehy, (iii) Settlement Agreement, in substantially the form attached hereto as Exhibit J-3 (the “Live Oil Shareholder Settlement Agreement”), evidencing the settlement of certain outstanding matters between the parties thereto, duly executed by Seller and the prior stockholders of Live Oil Services, Limited, and (iv) the Creditor Settlement Agreements, in substantially the form attached hereto as Exhibit J-4 (the “Creditor Settlement Agreements”), each duly executed by Seller and each of K. Gerbino, Brian W. G. Marcotte, Dr. Hill, M. Carroll, the Estate of Alan Sheehy, the Estate of Brad Govreau, Carol Consulting Inc., Steven Patrick Ramones and Lisa Ben Jacob;

(m) final invoices with wire transfer instructions with respect to each Closing Transaction Expense;

(n) wire transfer instructions specifying the account(s) to which Seller desires that Purchaser wire the Closing Date Cash Payment;

(o) a certificate from Seller, signed by a duly authorized officer of Seller which shall attach and certify (i) the Organizational Documents of Seller, including all amendments thereto, (ii) the resolutions adopted by Seller’s board of directors and the requisite number of shareholders authorizing Seller to consummate all of the transactions contemplated hereby (including the sale of the Assets) and in the other Transaction Documents, and (iii) a good standing

certificate for Seller from the secretary of state (or similar governing body) of Delaware and California; and

(p) originals of all Assigned Books and Records.

Section 2.03 Purchaser's Closing Deliveries. At the Closing, Purchaser shall deliver, or cause to be delivered, the following:

(a) the Closing Cash Consideration in accordance with, and to the applicable parties described in, Section 1.05; and

(b) to Seller, the Bill of Sale, the Lease Assignments, the IP Assignment, the Royalty Agreement, the Employment Agreements, the Consulting Agreement and the Escrow Agreement, in each case, duly executed by Purchaser.

### **ARTICLE III REPRESENTATIONS AND WARRANTIES OF SELLER PARTIES**

*Except as disclosed on the Disclosure Schedules, Seller represents and warrants to Purchaser as follows:*

Section 3.01 Due Organization; Qualification. Seller is duly organized and validly existing under the laws of the jurisdiction of its formation and has all requisite corporate power and authority to own, lease and operate its assets and properties (including the Assets) and to carry on its business (including the Business) as now being conducted. Seller is duly qualified or licensed to transact business in each jurisdiction in which the nature of its business (including the Business), or the operation, ownership or leasing of its assets or properties (including the Assets), makes such qualification or licensing necessary, other than in such jurisdictions where the failure to be so duly qualified or licensed and in good standing would not have, and would not reasonably be expected to have, individually or in the aggregate, a Material Adverse Effect. Each jurisdiction where Seller is registered to do business is set forth on Schedule 3.01.

Section 3.02 Authorization; Noncontravention.

(a) Seller has the requisite corporate power and authority to execute and deliver the Transaction Documents to which it is a party and to perform its obligations hereunder and thereunder. The execution, delivery and performance of the Transaction Documents to which Seller is a party and the consummation by Seller of the transactions contemplated hereunder and thereunder have been duly authorized and approved by all necessary corporate action on the part of Seller. This Agreement and all other Transaction Documents to which Seller is a party has been or will be duly executed and delivered by Seller and, assuming that the Transaction Documents to which Purchaser is a party constitute the valid and binding obligations of Purchaser, constitute the valid and binding obligation of Seller, enforceable against it in accordance with the terms hereof or thereof, except that such enforcement may be limited by applicable bankruptcy, insolvency, reorganization, moratorium or other similar laws affecting the enforcement of creditors' rights generally, and by general equitable principles.

(b) The execution, delivery and performance by Seller of the Transaction Documents to which it is a party, and the consummation of the transactions contemplated hereby and thereby, do not and will not, (i) conflict with any of the provisions of the Organizational Documents of Seller, as amended; (ii) conflict with, or result in a breach or acceleration of or default under (with or without due notice or lapse of time or both), any Contract or Permit to which Seller is a party or by which Seller or any of the Assets are bound; (iii) contravene any Applicable Laws or any Order currently in effect or contravene or give any Governmental Entity or any Person the right to revoke, withdraw, suspend, cancel, terminate or modify, any Assigned Contract, Assigned Lease or Assigned Permit; (iv) require any filing with or Consent of any Person, except as noted in Schedule 2.02(j); or (v) result in, or require, the creation or imposition of, any Lien upon or with respect to the Assets.

### Section 3.03 Capitalization; Subsidiaries.

(a) Schedule 3.03 sets forth a true, correct, and complete list of all equityholders of Seller and the shares owned by each equityholder of Seller. Each such equityholder has good and marketable title to, and sole record and beneficial ownership of, all Capital Stock, warrants, options and other equity equivalents of Seller, free and clear of any and all Liens, and all such Capital Stock, warrants, options and other equity equivalents of Seller constitute all of the issued and outstanding Capital Stock, warrants, options and other equity equivalents of Seller. All the outstanding Capital Stock, warrants, options and other equity equivalents of Seller have been duly authorized, validly issued and are fully paid and nonassessable.

(b) Seller does not have any Subsidiaries, nor does Seller hold any equity interest in or control (directly or indirectly, through the ownership of securities, by contract, by proxy, alone or in combination with others, or otherwise) any Person.

### Section 3.04 Financial Statements; Debt and Credit Support; Capital Commitments.

(a) Attached hereto as Schedule 3.04(a) are the following (collectively, the “Financial Statements”): (i) unaudited balance sheet of Seller as of December 31, 2024, together with the related statement of income for the period then-ended (including the notes thereto) (the “Reference Balance Sheet Date”), and (ii) the unaudited balance sheets of Seller as of December 31, 2022 and December 31, 2023, together with the related statements of income for the periods then-ended (including the notes thereto). The Financial Statements (i) have been derived from the books and records of Seller, (ii) reflect the consistent application of accounting principles throughout the periods involved, (iii) fairly and accurately present in all material respects the assets, Liabilities and income of Seller at the respective dates thereof and the results of the operations of Seller for the periods indicated, and (iv) were prepared in all material respects in accordance with GAAP (other than the absence of footnotes, none of which materially affect the accuracy thereof).

(b) Except as set forth on Schedule 3.04(b), neither Seller nor any of its Affiliates (i) has any outstanding Debt which encumbers or otherwise gives rise to any Liens on the Assets or (ii) maintains any bonds, letters of credit, guaranties and other similar credit support instruments with any Governmental Entity or other Person with respect to the Assets.

(c) There are no commitments to incur capital expenditures, on or after the Closing Date, in connection with the ownership or operation of the Assets.

(d) The books, records, and accounts of Seller accurately and fairly reflect in all material respects the transactions in and dispositions of the assets of Seller.

(e) Seller has no off-balance sheet arrangement with any Person.

Section 3.05 Certain Developments. Except as set forth on Schedule 3.05, since June 30, 2024, (a) Seller has not materially changed any salaries, wages, bonuses, benefits or other compensation of, or paid any bonuses or extraordinary compensation to, any current or former director, officer, employee, sales representative, consultant or equityholder of Seller; (b) there has been no condemnation or eminent domain proceeding (whether pending or threatened) with respect to any portion of the Assets; (c) Seller has owned and operated the Assets and conducted the Business in the Ordinary Course of Business in all material respects; (d) there has been no Material Adverse Effect, or any event, condition or contingency that could result in a Material Adverse Effect; (e) there has not been any material damage to, or destruction or loss of, any Asset, whether or not covered by insurance, (f) there has not been any sale (other than sales in the Ordinary Course of Business), lease or other disposition of any Asset (including Seller's Intellectual Property) or the creation of any Lien on any Asset of Seller; (f) there has not been any notification by any material customer or material supplier of an intention to discontinue, decrease or change the terms of its relationship with Seller; and (g) there has been no material amendment, modification or supplement to any Contract or Permit of Seller.

Section 3.06 Real Property.

(a) Seller does not own any real property in fee simple or any option or other right or obligation to purchase any real property or any interest therein.

(b) Schedule 3.06(b) sets forth, as of the Closing Date, all Leased Real Property used, occupied or held for use in the conduct of the Business and a true and complete list of all Leases (including all amendments, extensions, renewals, modifications, guaranties and other agreements with respect thereto) for each such Leased Real Property (including the date, name of the parties to such Lease document, and address of the Leased Real Property). True, correct and complete copies of the Leases have been made available to Purchaser. Seller holds a valid leasehold interest pursuant to such Lease free and clear of all Liens, except mortgages that are incurred, created, assumed or permitted to exist and arising by, through or under a landlord or owner of the Leased Real Property and are against such landlord's or owner's fee simple interest in the Leased Real Property. Each Lease is in full force and effect according to its terms and constitutes a valid and legally binding obligation enforceable against Seller, and, to Seller's Knowledge, each of the counterparties thereto. Seller's possession and quiet enjoyment of the Leased Real Property under such Lease has not been disturbed, no Person other than Seller has any right to use, occupy or lease any portion of the Leased Real Property, and to Seller's Knowledge, there are no disputes with respect to such Lease. Except as set forth on Schedule 3.06(b): (i) (A) none of Seller nor, to Seller's Knowledge, any other party to the applicable Lease is in breach or default under such Lease, (B) to Seller's Knowledge, no event has occurred or circumstance exists which, with the delivery of notice, the passage of time or both, would

constitute a breach or default, or permit the termination, modification or acceleration of rent under such Lease, and (C) Seller has not received any notice of a default, breach or noncompliance from any landlord under any Lease; and (ii) Seller has not subleased, licensed or otherwise granted any Person the right to use or occupy such Leased Real Property or any portion thereof. Seller has not collaterally assigned or granted any other security interest in such Lease or any interest therein. No other party to the Leases is an Affiliate of, or otherwise has a direct or indirect economic interest in, Seller. The Leased Real Property constitutes all of the real property used for the conduct of the Business.

(c) To Seller's Knowledge, the use or occupancy of the Leased Real Property by Seller used in connection with the Business as currently conducted does not breach any building, zoning, subdivision, health and safety, and other land use Laws (collectively, the "Real Property Laws"), in any material respect. Seller has not received any notice of breach or alleged breach of any Real Property Law. To Seller's Knowledge, there is no pending or anticipated change in any Real Property Law that will materially impact the Leased Real Property or any portion thereof in the continued operation of the Business as currently conducted thereon. With respect to the Leased Real Property, there is no pending or, to Seller's Knowledge, threatened zoning application or Proceeding or condemnation, eminent domain, or taking Proceeding and Seller has not received any notice of any pending or threatened application or Proceeding.

(d) To Seller's Knowledge, (i) all buildings, structures, improvements, fixtures, building systems and equipment, and all components thereof, included in the Leased Real Property (collectively, the "Improvements") are in good condition and repair, normal wear and tear and latent defects excepted and except as would not, individually or in the aggregate, be material and adverse to Seller, taken as a whole, and do not require any repair or replacement other than minor, routine maintenance; (ii) there are no structural deficiencies or latent defects affecting any of the Improvements which would, individually or in the aggregate, interfere with the use or occupancy of the Leased Real Property or any portion thereof in the operation of the business of Seller, except as would not, individually or in the aggregate, be material and adverse to Seller; and (iii) the Improvements have been constructed and are being occupied, maintained, and operated in compliance with all applicable insurance requirements, Contracts, leases, Permits, restrictions, building setback lines, covenants, reservations, and easements. Final certificates of occupancy have been issued for the Improvements on the Leased Real Property, and Seller has all necessary Permits for Seller's existing use of the Leased Real Property.

### Section 3.07 Title, Condition and Sufficiency of Assets.

(a) Seller is the sole and exclusive owner of and has good, valid and marketable title to, or otherwise has a valid leasehold or other contractual interest in, all of the Assets, as applicable, free and clear of all Liens, and is exclusively entitled to possess and dispose of the same. There are no outstanding rights of first refusal or offer, options or other agreements which grant to any Person, other than Purchaser, the right to lease, sublease, occupy, use, purchase or acquire any of the Assets.

(b) The Assets (i) are in good operating condition and repair consistent with applicable industry standards, subject to ordinary wear and tear, and (ii) constitute all of the assets and properties, tangible and intangible, of any nature whatsoever, necessary or required for the

continued conduct of the Business by Purchaser in substantially the same manner as conducted for the twelve (12) month period prior to the Closing.

(c) Seller is in possession of and has good title to, or has a valid leasehold interests in or valid rights under Contract to use, all Tangible Personal Property included in the Assets, free and clear of all Liens.

Section 3.08 Taxes. Except as set forth on Schedule 3.08:

(a) All Tax Returns required to be filed by or with respect to Seller or otherwise relating to the Assets or Business have been filed when due, subject to Seller's receipt of any extensions related thereto. Each such Tax Return is correct and complete in all respects. Seller has timely paid all Taxes (regardless of whether such Taxes are reflected on a Tax Return) in relation to the Assets or the Business.

(b) Seller has not been granted (nor is Seller subject to) any waiver or extension that is currently in effect with respect to any period of limitations for the assessment or payment of any Tax or with respect to the filing of any Tax Return relating to or which otherwise might affect the Assets or the Business. No Seller Party is under audit or examination by any Governmental Entity with respect to any Taxes or Tax Returns relating to or which otherwise might affect the Assets or the Business; there are no claims or Proceedings pending or, to Seller's Knowledge, threatened, against any Seller Party or otherwise with respect to any Tax or Tax Returns relating to or which otherwise might affect the Assets or the Business; and no assessment, deficiency or adjustment for Taxes relating to or which otherwise might affect the Assets or the Business has been asserted by any Governmental Entity against any Seller Party or otherwise that has not been finally resolved and satisfied. None of the Assets (i) secures any debt the interest on which is tax-exempt under Section 103(a) of the Code, (ii) is "tax-exempt use property" within the meaning of Section 168(h) of the Code, (iii) is "tax exempt bond financed property" within the meaning of Section 168(g)(5) of the Code, (iv) is "limited use property" within the meaning of Revenue Procedure 2001-28 or (v) will be treated as owned by any other Person pursuant to the provisions of Section 168(f)(8) of the Code.

(c) Seller has paid or has caused to be duly and timely withheld and paid over to the appropriate taxing authorities, all Taxes required to be so withheld and paid in connection with amounts paid or owing to any employee, agent, independent contractor, creditor, nonresident or foreign company, shareholder or other third party for all periods under all Applicable Laws and has complied with all applicable information reporting requirements, in connection with amounts paid to any such Person. There are no Liens with respect to Taxes upon any of the Assets. No Governmental Entity in any state, territory or jurisdiction (whether foreign or domestic) where Seller does not file Tax Returns has made a claim that Seller or any of its Affiliates is required to file Tax Returns or is otherwise subject to Tax in such state, territory or jurisdiction in relation to the Assets or the Business. Seller and its Affiliates have not claimed an employee retention tax credit under Section 2301 of the CARES Act. None of the Assets are subject to any tax partnership agreement or is otherwise treated as held in an arrangement requiring a partnership income tax return to be filed under Subchapter K of Chapter 1 of Subtitle A of the Code. Seller, in relation to the Assets or the Business, is not a party to, nor is it bound by, nor does it have any obligation or potential liability under, any Tax allocation, sharing or indemnity agreement other than leases,

loans and other Contracts entered into in the ordinary course of Seller's business, a primary purpose of which is not the sharing of Taxes.

Section 3.09 Material Contracts. Schedule 3.09 lists all Material Contracts to which Seller is party or which otherwise relate to the Assets, the Assumed Liabilities or the Business. Seller has made available true, correct and complete copies of each Assigned Contract, Assigned Lease and Material Contract (including each amendment, modification and supplement thereto) to Purchaser. Seller is not, and, to Seller's Knowledge, none of the other parties thereto is, in breach of or default under any Assigned Contract, Assigned Lease or Material Contract, and no event or condition has occurred that constitutes, or, after notice or lapse of time or both, could constitute, a breach of or default on the part of Seller or, to Seller's Knowledge, any other party thereto under any such Assigned Contract, Assigned Lease or Material Contract. Each Assigned Contract, Assigned Lease and Material Contract is valid and binding on Seller and, to Seller's Knowledge, on each other party thereto.

Section 3.10 Intellectual Property; IT Systems; Privacy.

(a) Schedule 3.10(a) sets forth all of the Owned IP that is the subject of an issuance, registration, application or other filing by, to, or with any Governmental Entity or private registrar in any jurisdiction ("Registered IP") as well as all Owned IP that is a Trademark, Software, social media account or handle, or that is material to the Business. All required filings and fees related to the Registered IP have been timely filed with and paid to the relevant Governmental Entity and authorized registrars and are not in any extension, grace or surcharge period, and all Registered IP are otherwise subsisting, in good standing, enforceable, and, to Seller's Knowledge, valid. As of the Closing, no interference, opposition, reexamination, cancellation, inter-party review, or other Proceeding is pending, threatened in writing, or to Seller's Knowledge threatened orally, in which the scope, validity, enforceability, or ownership of any Owned IP is being or has been contested or challenged. No funding, facilities, or personnel of any Governmental Entity or any university, college, research institute, or other educational institution has been used to create any of the Owned IP.

(b) Seller's Intellectual Property constitutes all Intellectual Property that has been or is necessary to operate the Business and the Assets in substantially the same manner as conducted for the twelve (12) month period prior to the Closing. The Owned IP, Intellectual Property licensed pursuant to an Assigned Contract, and Commercial Software constitute all of Seller's Intellectual Property. Schedule 3.10(b) lists all of the Commercial Software used in the Business that is not covered by an Assigned Contract. Seller owns all right, title and interest in the Owned IP, and is the record owner of all Registered IP, free and clear of all Liens, including claims or rights of current or former employees, agents, consultants, joint venturers, former employers of Seller's current or former employees, predecessor entities or any other Person involved in the development or creation of such Intellectual Property and no other Person has any claim of ownership with respect to any such Intellectual Property. Seller has a valid and enforceable license to use all of Seller's Intellectual Property that is not Owned IP. The consummation of the transactions contemplated hereunder or in the other Transaction Documents will not result in the loss or impairment of or require the payment of any additional amounts with respect to, nor require the Consent of any other Person in respect of, the Purchaser's right to own, use or hold for use any

Intellectual Property as owned, used or held for use in the conduct of Seller's business or operations as currently conducted.

(c) The conduct of Seller's business as currently conducted, and the products, processes and services of Seller, do not infringe, dilute, misappropriate or otherwise violate the Intellectual Property or other rights of any Person or constitute unfair competition. Seller has not received from any Third Party (including any current or former employee) a claim in writing or, to Seller's Knowledge, orally alleging that Seller is infringing the Intellectual Property of a Third Party or engaged in unfair competition. To Seller's Knowledge, no Person is violating, infringing, diluting or misappropriating any Owned IP or Seller's Intellectual Property exclusively licensed to Seller pursuant to an Assigned Contract. Seller is not subject to any outstanding or, to Seller's Knowledge, pending Order (including any motion or petition therefor) that does or would reasonably be expected to restrict or impair the use of any Seller's Intellectual Property.

(d) Seller has taken all commercially reasonable precautions to protect the secrecy, confidentiality and value of all of its trade secrets, discoveries, inventions, improvements and other confidential information included in the Owned IP as well as all Third Party confidential information provided to Seller. Seller has not disclosed any trade secret or confidential information included in the Owned IP to any employee, consultant, or Third Party other than pursuant to a written confidentiality agreement pursuant to which such employee, consultant or other Person agrees to protect such confidential information and, to Seller's Knowledge, no Person breached or is currently in breach of any such agreement. Each current and former employee, officer, contractor and consultant of Seller has assigned to Seller free and clear of all Liens, and Seller is the exclusive owner of all right and title in, all Intellectual Property that such Person solely or jointly conceived, reduced to practice, developed or made during the period of their employment, contractual or consulting relationship with Seller that (i) relate, at the time of conception, reduction to practice, development, or making of such intellectual property right, to Seller's business as then conducted or as then proposed to be conducted, (ii) were developed on any amount of Seller's time or with the use of any of Seller's equipment, supplies, facilities or information or (iii) resulted from the performance of services for Seller.

(e) Seller has taken commercially reasonable steps to protect and provide security and disaster recovery for the IT Systems. There have been no unauthorized intrusions or breaches of the security of such IT Systems or access to or modification of any data contained therein. All available security patches and updates have been applied to the IT Systems and Seller has taken commercially reasonable steps to ensure that future security patches and updates for the IT Systems will be made available and applied to the IT Systems. Seller employs commercially reasonable measures to ensure that all IT Systems remain, and to Seller's Knowledge they currently are, free from any material defect, bug, "Trojan Horse," malware, spyware, or other virus or programming design or documentation error, corruptant, or unpatched security vulnerability. No open source software or freeware has been incorporated into the software or products of Seller that would, or would reasonably be expected to, in any way limit Seller's ability to make, distribute, use or sell any such product, require the disclosure of source code for or require the license on a royalty-free basis of any Software within the Owned IP or that would diminish or transfer the rights of ownership in any Intellectual Property or Software within the Owned IP to a Third Party.

(f) In connection with its collection, storage, process, transfer (including, without limitation, any transfer across national borders), use and/or destruction of any Personal Information, Seller is and has been in material compliance with all Privacy Laws, Seller's privacy policies and the requirements of any Contract or codes of conduct to which Seller is a party (collectively "Privacy Obligations"). Seller has commercially reasonable physical, technical, organizational and administrative security measures and policies in place to protect all Personal Information collected by it or on its behalf from and against unauthorized access, use and/or disclosure. Seller has entered into written agreements with all of its vendors, service providers and other entities in connection with its business ("Service Providers") that collect, store, process, access, or use on behalf of Seller or to which Seller provides Personal Information or access to Personal Information, requiring such Service Providers to protect such Personal Information in a manner that is at least adequate to comply with all Privacy Obligations. Seller has the full power and authority to transfer to Purchaser any and all rights of Seller in any Personal Information in its possession or control. The consummation of the transactions contemplated hereby or in the other Transaction Documents will not breach or otherwise cause any violation of the Privacy Obligations and there is no obligation or limitation, imposed by any law or otherwise, that would prevent Purchaser following the Closing from using such Personal Information in a manner consistent with the Business as currently conducted by Seller. No claim, lawsuit, investigation or other Proceeding is pending, has been asserted or threatened in writing, or to Seller's Knowledge orally, alleging a violation of the Privacy Obligations by Seller or, to Seller's Knowledge, a Service Provider relating to Personal Information.

Section 3.11 Litigation; Proceedings. Except as set forth on Schedule 3.11, there is no Proceeding pending or, to Seller's Knowledge, threatened against any Seller Party or affecting or involving the Assets or the Business, and to Seller's Knowledge, there are no claims, facts, conditions or circumstances that could reasonably be expected to give rise to a Proceeding that would be required to be disclosed pursuant to this Section 3.11. There are no Orders outstanding against or, to Seller's Knowledge, threatened against, any Seller Party, the Assets or the Business or by or to which any Seller Party, the Assets or the Business is bound or subject.

Section 3.12 Employee Benefit Plans. Neither Seller nor any Commonly Controlled Entity maintains, contributes to or has liability with respect to, nor have they ever maintained or contributed to, any Benefit Plans with respect to the Business. Neither Seller nor any of its Commonly Controlled Entities currently has, or has ever had, any Liability (including any contingent Liability under Section 4204 of ERISA) with respect to any Benefit Plan subject to Title IV of ERISA or Section 412 of the Code, including any multiemployer plan defined as such in Section 3(37) of ERISA ("Multiemployer Plan"), covering employees (or former employees) employed in the United States. Neither the execution and delivery of this Agreement or the other Transaction Documents by the Seller Parties nor the performance by the Seller Parties of this Agreement or the other Transaction Documents nor the consummation of the transactions contemplated hereby or thereby will: (a) accelerate the time of payment or vesting, or increase the amount of compensation due any such director, officer or employee under any of the Benefit Plans; (b) result in any prohibited transaction described in Section 406 of ERISA or Section 4975 of the Code for which an exemption is not available; or (c) result in any payments or benefit that will or may be made by Seller or any Commonly Controlled Entity being characterized "excess parachute payments" within the meaning of Section 280G(b)(1) of the Code.

Section 3.13 Compliance with Laws; Permits.

(a) Seller has at all times been in compliance with, and is currently operating the Business and maintaining its Assets in compliance with, all Applicable Laws in all material respects. No notice of any violation, investigation, audit or review by any Governmental Entity has been received by a Seller Party or, to Seller's Knowledge, is any such notice of violation, investigation, audit or review pending or threatened, nor has any Governmental Entity indicated any intention to deliver or conduct the same.

(b) The Assigned Permits constitute all of the Permits necessary for the lawful conduct of the Business and operation of the Assets as conducted or operated for the twelve (12) month period prior to the Closing. Seller has made available true, correct and complete copies of each Assigned Permit (including each amendment, modification and supplement thereto) to Purchaser. Seller is the authorized legal holder of the Assigned Permits, and each Assigned Permit is valid, binding and in full force and effect as to Seller. No Seller Party is, and no Seller Party has received any written notice that it is, in breach of or default under (or with the giving of notice or lapse of time or both, would be in breach of or default under) under any Assigned Permit.

Section 3.14 Environmental Matters. Except as set forth on Schedule 3.14: (a) Seller and its properties and facilities, whether leased or owned, and ownership and operation of the Business and/or the Assets are, and have been during the period of Seller's occupancy or operation, in compliance with all applicable Environmental Requirements and Environmental Permits; (b) the Assigned Permits include all Environmental Permits, Seller has timely obtained all Environmental Permits and timely filed all applications required for the renewal of the same, none of the Environmental Permits is subject to cancellation or termination or to pending renewal, amendment or modification for which material expenditures, capital improvements or changes in operation as a condition or as a result of such renewal, amendment or modification will be necessary, and all of such Environmental Permits may be transferred or re-issued to Purchaser in connection with the transactions under this Agreement and the other Transaction Documents, subject to the same terms and conditions; (c) neither Seller nor any Asset is subject to any Proceeding, in each case regarding any Environmental Requirements, and to Seller's Knowledge, no such Proceeding is threatened, nor is there any reasonable basis for any such Proceeding; (d) in connection with the Business and/or the Assets, Seller has delivered to Purchaser true and complete copies of any reports or other documents to the extent in the possession or control of the Seller Parties regarding or concerning Environmental Requirements or Environmental Permits, any Liabilities to Governmental Entities or third parties arising under any Environmental Requirements, including any Phase I or Phase II environmental site assessments or compliance audits or evaluations of any current or former property or facility used in connection with the Business and/or the Assets; (e) no Hazardous Materials have been Released by Seller, nor are present on any current or former property or facility of Seller or any of its predecessors used in connection with the Business and/or the Assets, in each case in quantities or concentrations that if disclosed to applicable Governmental Entities would require investigation, remediation, corrective or other action under Environmental Requirements by Seller or Purchaser (after giving effect to the transactions under this Agreement and the other Transaction Documents), or could result in a Proceeding or Liability under any Environmental Requirement against or affecting Seller or Purchaser (after giving effect to the transactions under this Agreement and the other Transaction Documents); (f) none of the Hazardous Materials generated by Seller, any of its predecessors or the Business have been treated,

stored, disposed of or Released at a location that is subject to an existing or potential Proceeding or Liability under Environmental Requirements; (g) there are no present or, to Seller's Knowledge, past Environmental Matters which may interfere with or prevent continued compliance with Environmental Requirements in connection with the Business and/or the Assets, which may restrict future use or development of the Assets or the Business, or which are reasonably likely to form the basis of Liability under any Environmental Requirement; and (h) there are no present obligations, undertakings or liabilities of third parties arising out of or relating to Environmental Requirements which Seller has agreed to, assumed or retained by contract or operation of law.

### Section 3.15 Labor and Employment Matters.

(a) Schedule 3.15(a)(i) sets forth a true and complete listing of all individuals employed by Seller or any of its Affiliates and whose work duties primarily involve providing services with respect to the Business or the Assets (the "Business Employees"), including as to each such individual the following information: such individual's name, employer entity name, job title, annualized base salary or hourly base wage, hire date, service date (if different), which date is also the date recognized for Benefit Plan eligibility, employment status as active or on leave (including type of leave and anticipated return to work date, if known), full or part-time, work location, classification as exempt or non-exempt under the Fair Labor Standards Act, as amended, and target bonus opportunity for which he or she is eligible, in each case, as of the Closing Date. Schedule 3.15(a)(ii) sets forth a true and complete listing of all individuals engaged by Seller or any of its Affiliates as consultants or independent contractors and providing services with respect to the Business or the Assets (the "Business Contractors"), including as to each such individual the following information: such individual's name, the entity engaging such individual, the function or work performed by such individual, how such individual is paid (hourly, daily, by the job, or otherwise), and the total amount paid to such individual over the last three (3) years. The Business Employees and the Business Contractors include all of the individuals required to manage and operate the Assets and the Business as managed and operated during the twelve (12) month period preceding the Closing Date.

(b) The employment or engagement of all Business Employees and Business Contractors is terminable at will without a requirement of severance or similar termination payment, and no Business Employee or Business Contractor is party to any employment, consulting, non-competition or non-solicitation agreement (other than any such agreements in favor of Seller, which agreements are listed on Schedule 3.15(b)). All of the Business Employees and Business Contractors are lawfully authorized to work in the United States according to federal immigration laws, and Seller or its Affiliates have maintained all necessary paperwork (including appropriate Form I-9s) related thereto.

(c) No labor union or other collective bargaining representative has been certified as the exclusive bargaining representative of any of the Business Employees or Business Contractors. Seller is not a party to or bound by any collective bargaining agreement. To Seller's Knowledge, there have not been, and currently are no, organizational efforts being made or threatened by or on behalf of any labor union with respect to any of the Business Employees or Business Contractors. There are no strikes, lockouts or work stoppages existing or, to Seller's Knowledge, threatened, with respect to any Business Employees or Business Contractors.

(d) Except as set forth on Schedule 3.15(d), there is no claim, charge, labor dispute, grievance or arbitration proceeding pending or threatened by or with respect to any Business Employee, Business Contractor, or any other individual who has provided material services with respect to the Business or the Assets. Seller and its Affiliates are, and at all times have been, in compliance with all Applicable Laws with respect to the employment or engagement of each Business Employee, Business Contractor, and each other individual who has provided services with respect to the Business or the Assets, including, without limitation, the Fair Labor Standards Act and all Applicable Laws regarding wages and hours, terms and conditions of employment, classification of employees and contractors, anti-discrimination, anti-retaliation, recordkeeping, employee leave, Tax withholding and reporting, immigration, and occupational health and safety. Each Business Employee, Business Contractor, and each other individual who has provided services with respect to the Business or the Assets has been paid all wages, bonuses, compensation and other sums owed to such individual.

Section 3.16 Insurance. The Assets and the Business are covered by valid and currently effective insurance policies in such type and amount as is consistent with the customary practices and standards of companies engaged in businesses and operations similar to that of Seller and its Affiliates. Seller and its Affiliates have paid all premiums with respect to insurance policies which are required to have been paid, and no notice of cancellation or termination has been received or given with respect to any such policy. Seller and its Affiliates have not received any written notice of cancellation, non-renewal or termination in respect of any such insurance policy or is in default thereunder. Seller and its Affiliates have not received notice that any insurer under any insurance policy is denying liability with respect to an unresolved claim thereunder or defending such claim under a reservation of rights clause. There is no claim by Seller or any of its Affiliates with respect to the Assets or the Business that is pending under any of the insurance policies of Seller and its Affiliates.

Section 3.17 Customers and Suppliers. The relationships of Seller with its top twenty (20) customers and top twenty (20) suppliers (in each case, as measured as of the twelve (12) month period ended December 31, 2023 and December 31, 2024 by dollar volume) are good commercial working relationships, and since December 31, 2023, no such customer or supplier has canceled, terminated, decreased or materially altered its relationship with Seller or notified Seller (orally or in writing) of an intention to cancel, terminate, decrease or materially alter its relationship with Seller.

Section 3.18 Product and Service Warranties; Defects; Liability. Each product manufactured, sold, leased, delivered or installed by Seller, and all services performed by Seller, in each case, prior to the Closing and to the extent related to the Business, have, in all material respects, complied with and conformed to all Applicable Laws, Permits, contractual commitments and warranties of Seller, if any.

Section 3.19 Accounts Receivable and Accounts Payable. Except as set forth on Schedule 3.19, all Accounts Receivable of Seller included in the Assets are properly reflected in the Financial Statements as of the dates thereof and represent valid obligations arising from sales actually made or services actually performed by Seller in the Ordinary Course of Business. All Accounts Payable of Seller are properly reflected in the Financial Statements as of the dates thereof and represent valid obligations of Seller, arising from purchases actually made or services actually

received by Seller in the Ordinary Course of Business, and all such Accounts Payable that have not been paid in full by Seller as of the Closing Date are current and are not delinquent as of the Closing Date.

Section 3.20 Affiliate Transactions. Except as set forth on Schedule 3.20, and except for employment duties and salaries and other employment-related benefits, and in each case relating to the Business, (a) there are no outstanding payables, receivables, loans, advances, Contracts or other arrangements between Seller, on the one hand, and any of its Affiliates or Seller's or its Affiliates' directors, officers, managers, employees, agents or equityholders, on the other hand; (b) neither any Affiliate of Seller nor any equityholder, employee or agent of or consultant to Seller or its Affiliates provides or causes to be provided any assets, services, facilities, guarantees or other credit support with respect to the Business; and (c) Seller does not provide or cause to be provided any assets, services, facilities, guarantees or other credit support to any Affiliate of any Seller Party or any director, manager, officer, employee, equityholder or agent of or consultant to such Seller Party.

Section 3.21 Broker's or Finder's Fee. No Seller Party nor any of its Affiliates have incurred any liability or obligation to pay fees, expenses or commissions to any broker, finder, investment banker or agent with respect to the transactions contemplated by this Agreement or the other Transaction Documents for which Purchaser could become liable or obligated.

Section 3.22 Bankruptcy. There are no bankruptcy, reorganization or receivership proceedings pending, being contemplated by the Seller Parties or their Affiliates, or, to Seller's Knowledge, threatened against the Seller Parties or any of their Affiliates, and the Seller Parties and their Affiliates are not insolvent or generally not paying their debts when they become due. Immediately after the consummation of the Closing, the Seller Parties and their Affiliates (a) will be able to pay their debts as they mature and (b) will be solvent.

*Except as disclosed on the Disclosure Schedules, each Seller Equityholder represents and warrants, severally and not jointly (as to himself only), to Purchaser as follows:*

Section 3.23 Seller Equityholder Authorization; Noncontravention.

(a) Such Seller Equityholder has all necessary authority and legal capacity to execute and deliver the Transaction Documents to which such Seller Equityholder is a party and to perform such Seller Equityholder's obligations hereunder and thereunder. This Agreement and all other Transaction Documents to which such Seller Equityholder is a party has been or will be duly executed and delivered by such Seller Equityholder and, assuming that the Transaction Documents to which Purchaser is a party constitute the valid and binding obligations of Purchaser, constitute the valid and binding obligation of such Seller Equityholder, enforceable against him in accordance with the terms hereof or thereof, except that such enforcement may be limited by applicable bankruptcy, insolvency, reorganization, moratorium or other similar laws affecting the enforcement of creditors' rights generally, and by general equitable principles.

(b) The execution, delivery and performance by such Seller Equityholder of the Transaction Documents to which he is a party, and the consummation by such Seller Equityholder of the transactions contemplated hereby and thereby, do not and will not, (i) conflict with, or result

in a breach or acceleration of or default under (with or without due notice or lapse of time or both), any Contract or Permit to which such Seller Equityholder is a party or by which such Seller Equityholder or any of his assets are bound; (ii) contravene any Applicable Laws or any Order currently in effect or contravene or give any Governmental Entity or any Person the right to revoke, withdraw, suspend, cancel, terminate or modify, any Assigned Contract, Assigned Lease or Assigned Permit; (iii) require any filing with or Consent of any Person, except as noted in Schedule 2.02(j); or (iv) result in, or require, the creation or imposition of, any Lien upon or with respect to the Assets.

#### **ARTICLE IV REPRESENTATIONS AND WARRANTIES OF PURCHASER**

Except as disclosed on the Disclosure Schedules, Purchaser represents and warrants to Seller as follows:

Section 4.01 Due Organization; Qualification. Purchaser is duly organized and validly existing under the laws of the jurisdiction of its formation. Purchaser has all requisite corporate power and authority to own, lease and operate its assets and properties and to carry on its business as now being conducted and as presently proposed to be conducted by it. Purchaser is duly qualified or licensed to transact business in each jurisdiction in which the nature of the business it is conducting, or the operation, ownership or leasing of its assets or properties, makes such qualification or licensing necessary, other than in such jurisdictions where the failure to be so duly qualified or licensed and in good standing would not have, and would not reasonably be expected to have, individually or in the aggregate, a material adverse effect on the assets and properties of Purchaser and its Subsidiaries, taken as a whole, or on the ability of Purchaser to consummate the transactions contemplated by the Transaction Documents.

Section 4.02 Authorization; Noncontravention.

(a) Purchaser has the requisite corporate power and authority to execute and deliver the Transaction Documents to which it is a party and to perform its obligations hereunder and thereunder. The execution, delivery and performance of the Transaction Documents to which Purchaser is a party and the consummation by Purchaser of the transactions contemplated hereunder and thereunder have been duly authorized and approved by all necessary corporate action on the part of Purchaser. This Agreement and all other Transaction Documents to which Purchaser is a party has been duly executed and delivered by Purchaser and, assuming that the Transaction Documents to which the Seller Parties are a party constitute the valid and binding obligations of the Seller Parties, constitute the valid and binding obligation of Purchaser, enforceable against it in accordance with the terms hereof or thereof, except that such enforcement may be limited by applicable bankruptcy, insolvency, reorganization, moratorium or other similar laws affecting the enforcement of creditors' rights generally, and by general equitable principles.

(b) The execution, delivery and performance by Purchaser of the Transaction Documents to which it is a party, and the consummation of the transactions contemplated hereby and thereby, do not and will not, (i) conflict with any of the provisions of the Organizational Documents of Purchaser, in each case, as amended; (ii) conflict with, or result in a breach or acceleration of or default under (with or without due notice or lapse of time or both), any Contract

or Permit to which Purchaser is a party or by which Purchaser or any of its assets are bound; (iii) contravene any Applicable Laws or any Order currently in effect; or (iv) require any filing with or Consent of any Person; in each case, that would materially and adversely affect Purchaser's ability to consummate the transactions contemplated by the Transaction Documents.

Section 4.03 Litigation; Proceedings. There is no Proceeding pending or, to Purchaser's Knowledge, threatened against Purchaser, by or before any arbitrator or Governmental Entity that would materially and adversely affect Purchaser's ability to consummate the transactions contemplated by the Transaction Documents.

Section 4.04 Broker's or Finder's Fee. Purchaser does not have any liability or obligation to pay any fees, expenses or commissions to any broker, finder, investment banker or agent with respect to the transactions contemplated by this Agreement or the other Transaction Documents for which Seller or any of its Affiliates could become liable or obligated.

## **ARTICLE V COVENANTS**

Section 5.01 Further Action. The Parties shall use all commercially reasonable efforts to take, or cause to be taken, all appropriate action, to do or cause to be done all things necessary, proper or advisable under Applicable Law, and to execute and deliver such documents and other papers, as may be required to carry out the provisions of this Agreement and the other Transaction Documents and consummate and make effective the transactions contemplated hereby and thereby, including obtaining the Consents from Third Parties that are required to consummate the transactions contemplated by this Agreement, regardless of whether any such Consent is set forth on Schedule 2.02(j), and cooperating with the assignment and delivery to Purchaser of any Assets that are owned or held (in whole or in part) by an Affiliate or shareholder of Seller.

Section 5.02 Non-Competition; Non-Solicitation; Non-Disparagement; Confidentiality.

(a) Non-Competition; Non-Solicitation. For a period of fifteen (15) years after the Closing Date, no Seller Party shall, directly or indirectly, whether through an Affiliate or otherwise:

(i) anywhere in the world, (A) engage in the Business; or (B) invest in, own, manage, operate, finance, control or participate in the ownership, management, operation, financing or control of, be employed by, associated with or in any manner connected with, or render services or advice or other aid to, or guarantee any obligation of, any Person engaged in or planning to become engaged in the Business (a "Competitive Business"); *provided, however*, that nothing in this clause shall prohibit ownership of less than one percent (1%) of the outstanding Capital Stock of any publicly traded corporation;

(ii) solicit for purposes of engaging in the Business, either on such Seller Party's own behalf or for or on behalf of any Competitive Business, the business of any Person who is as of the Closing Date, or was within the twenty-four (24) months preceding the Closing Date, a customer of Seller with respect to the Business;

(iii) hire, retain or attempt to hire or retain any Business Employee, Business Contractor, or any Person who is as of the Closing Date, or was within the twenty-four (24) months preceding the Closing Date, an employee or independent contractor providing services to Seller related to the Business or the Assets, or in any way interfere with the relationship between Purchaser and any such Person; or

(iv) hire, retain or attempt to hire or retain any Business Employee or any Person who is as of the Closing Date, or was within the twenty-four (24) months preceding the Closing Date, an employee or independent contractor of Purchaser or in any way interfere with the relationship between Purchaser and any such Person.

(b) Non-Disparagement. From and after the Closing Date, none of the Seller Parties or any of their immediate family members or respective controlled Affiliates, or its or their respective officers, directors, managers, employees, representatives or agents, in each case, as applicable, will disparage Purchaser, its Affiliates or any of their respective shareholders, members, partners, managers, officers, directors, employees, representatives or agents.

(c) Confidentiality. From and after the Closing Date, each of the Seller Parties agrees, and agrees to cause each of their Affiliates, as follows:

(i) not to disclose to any unauthorized Persons or use for its own account or for the benefit of any third party any confidential or proprietary information of Seller or Purchaser regarding the Business, the Assets or the Assumed Liabilities, including (without limitation) all information relating to the customers, suppliers, financial performance, sales, operations, marketing, pricing, contractual relationships, employees, independent contractors, know-how, trade secrets and other non-public information regarding the Assets and operations and affairs of Seller and Purchaser related to the Business (collectively, the “Confidential Information”), whether or not such information is embodied in writing or other physical form, without Purchaser’s prior written consent, unless and to the extent that the Confidential Information is or becomes generally known to and available for use by the public other than as a result of any Seller Party’s or any of their Affiliates’ fault or the fault of any other Person bound by a duty of confidentiality to Purchaser; and

(ii) to deliver to Purchaser, at or promptly after the Closing, all documents, data, memoranda, notes, plans, records, reports and other documentation, models, components, devices or computer software, whether embodied in a disk or in other form (and all copies of all of the foregoing), that contain Confidential Information and any other Confidential Information that such Seller Party or their Affiliates may then possess or have under its control.

(d) Each of the Seller Parties acknowledges and agrees that the covenants and obligations of the Seller Parties pursuant to this Section 5.02 collectively constitute an integral part of the transactions contemplated by this Agreement, and represent a material portion of the Assets, without which Purchaser would not have entered into this Agreement or consummated the transactions contemplated hereby.

(e) Severability. If the final judgment of a court of competent jurisdiction declares that any term or provision of this Section 5.02 is invalid or unenforceable, the Parties

agree that the court making the determination of invalidity or unenforceability shall have the power to reduce the scope, duration, or area of the term or provision, to delete specific words or phrases, or to replace any invalid or unenforceable term or provision with a term or provision that is valid and enforceable and that comes closest to expressing the intention of the invalid or unenforceable term or provision, and this Agreement shall be enforceable as so modified after the expiration of the time within which the judgment may be appealed.

(f) Scope and Relief. Each Seller Party and Purchaser agree and acknowledge that the limitations as to time, geographical area and scope of activity to be restrained as set forth in this Section 5.02 are reasonable, and do not impose any greater restraint than is necessary to protect the legitimate business interests of Purchaser. Each Seller Party further acknowledges and agrees that: (i) the scope of activity restrained, geographic scope and duration of the covenants contained in this Agreement are the result of arm's-length bargaining and are fair and reasonable in light of: (A) the nature and geographic scope of the operations of the Business as conducted by Seller, (B) such Seller Party's level of control over and contact with the Business conducted by Seller, and (C) the amount of compensation or other consideration that such Seller Party is receiving in connection with this Agreement and the other Transaction Documents (including the Royalty Agreement), either directly or indirectly; (ii) any breach by any Seller Party of any covenant set forth in this Section 5.02 would cause irreparable harm to Purchaser and entitle Purchaser to injunctive relief, in addition to any other remedies available at law or in equity; and (iii) in the event a court of competent jurisdiction determines that a Seller Party has breached any covenant set forth in this Section 5.02 of this Agreement, the term of such covenant will be extended as to such Seller Party by the period of duration of such breach. The covenants and obligations of the Seller Parties pursuant to this Section 5.02 are entered into in connection with the sale of the Assets, including all associated goodwill related to the Assets. Seller Parties each expressly acknowledge and agree they are selling all or substantially all of the operating assets of Seller, together with the goodwill of Seller, through the transactions contemplated hereby. Seller Parties hereby agree not to, and waive any right to, argue they are not selling all or substantially all of the operating assets of Seller, together with the goodwill of Seller, through the transactions contemplated hereby.

### Section 5.03 Employee Matters.

(a) Purchaser or its Affiliate may, but is under no obligation to, hire or otherwise employ or engage as an independent contractor any Business Employees or Business Contractors on or after the Closing Date on terms in its sole and absolute discretion. Any decision to make offers of employment or engagement with Purchaser or its Affiliate or to hire or engage such individuals is and shall remain at all times within the sole discretion of Purchaser and its Affiliates. Seller will not, and will not permit its Affiliates (including the Seller Equityholders) to, discourage any Business Employee or Business Contractor that is offered employment or engagement by Purchaser or its Affiliate from accepting employment or engagement with Purchaser or its Affiliate. Neither Seller nor any Affiliate thereof (including the Seller Equityholders) has made any representations or promises, oral or written, to its employees or contractors concerning any specific terms and conditions of employment or engagement by Purchaser or its Affiliates. Seller will not, and will not permit its Affiliates (including the Seller Equityholders) to, enforce, or threaten the enforcement of (such as by sending a cease and desist letter), any non-competition, non-solicitation, or other similar restrictive covenant against any

Business Employee or Business Contractor relating to such Business Employee or Business Contractor receiving an offer of employment or engagement by Purchaser or its Affiliate, accepting the same from Purchaser or its Affiliate, or performing services for Purchaser or its Affiliate.

(b) Purchaser and its Affiliates shall not be responsible for any costs, obligations or Liabilities which may result from the termination of employment by Seller or any of its Affiliates of any employee or the decision by Purchaser or its Affiliates not to offer employment with Purchaser or its Affiliate to any such employee (including, without limitation, any Liabilities under the Worker Adjustment and Retraining Notification (WARN) Act and any state or local corollary to the WARN Act). Neither Purchaser nor its Affiliates are, and neither of them shall be deemed to be, a successor employer to Seller or any of its Affiliates with respect to any Benefit Plans; and no plan or other program adopted or maintained by Purchaser or its Affiliates after the Closing Date is or shall be deemed to be a “successor plan” as such term is defined in ERISA or the Code, of any such Benefit Plan.

(c) Seller shall be solely responsible for, and shall pay in full to all of Seller’s and its Affiliates’ employees, all compensation, bonuses and other payments, and all sick pay, vacation pay and any other benefits otherwise payable under the Benefit Plans, accrued or otherwise earned to the Closing for which Seller or its Affiliates are obligated thereunder, and Seller shall satisfy all such obligations to such employees. Seller will retain responsibility for, and continue to pay, all hospital, medical, life insurance, disability, supplemental unemployment and all other welfare plan expenses and benefits for each employee hired by Purchaser or its Affiliate (and covered dependents) with respect to claims incurred by such employee or their covered dependents prior to the Closing. Seller will retain responsibility for, and continue to pay, any life, health or other welfare benefits payable to each former employee who terminated employment with Seller or its Affiliates (and their dependents) prior to the Closing in respect of claims incurred on their behalf prior to the Closing. Seller will be responsible for any Liabilities that may arise with respect to application of Section 4980B of the Internal Revenue Code of 1986 or COBRA, as well as for any prior COBRA violations which occurred on or prior to the Closing Date. For purposes of this paragraph, a claim is deemed incurred when the event that first gave rise to the claim occurred, notwithstanding the fact that such benefits may be paid at a subsequent date. Seller is responsible for providing COBRA notices and COBRA continuation health care coverage opportunities for all “M&A Qualified Beneficiaries” (as such term is defined in Section 4980B of the Code and Treasury Regulation Section 54.4980B-9) in connection with the transactions contemplated by this Agreement. Except as required by Applicable Laws, neither Purchaser nor any of its Affiliates is a successor employer for COBRA purposes.

Section 5.04 Use of Names. On and after the Closing Date, Seller will, and will cause its Affiliates (including the Seller Equityholders) to, discontinue all use of the names and marks included in Seller’s Intellectual Property transferred pursuant to this Agreement, including the name “Titan Oil Recovery” (or any derivation thereof), either alone or in any combination of any words or marks confusingly similar thereto, and will as promptly as possible, but in no event later than thirty (30) days after the Closing Date, eliminate such names from the Excluded Assets and any other assets of Seller and its Affiliates (including the Seller Equityholders), including (without limitation) all signs, purchase orders, invoices, sales orders, packaging stock, labels, letterheads,

business cards, displays, signs, promotional materials, manuals, shipping documents and other materials not for use by Purchaser.

Section 5.05 Misdirected Assets and Liabilities. Following the Closing, (a) Seller will, and will cause its Affiliates (including the Seller Equityholders) to, promptly, and in any event not later than seven (7) days following receipt, forward to Purchaser any payments received by Seller or such Affiliates with respect to the Business related to the periods of time at or following the Closing, or any of the Assets, and any such wires, checks, drafts or other instruments payable to Seller or such Affiliate will, when so delivered, bear all endorsements required to effectuate the transfer of the same to Purchaser; (b) Seller will, and will cause its Affiliates (including the Seller Equityholders) to, promptly forward to Purchaser any mail, emails or other communications received by Seller or such Affiliates relating to the Business, the Assets or the Assumed Liabilities; (c) Purchaser will promptly, and in any event not later than seven (7) days following receipt, forward to Seller any payments received by Purchaser with respect to any of the Excluded Assets, and any such wires, checks, drafts or other instruments payable to Purchaser shall, when so delivered, bear all endorsements required to effect the transfer of the same to Seller; and (d) Purchaser will promptly forward to Seller any mail, emails or other communications received by Purchaser relating to the Excluded Assets or the Excluded Liabilities.

Section 5.06 No Dissolution. Seller shall not, and no Seller Equityholder shall permit Seller to, dissolve, wind up or terminate its corporate existence or merge out of existence for a period of fifteen (15) years following the Closing Date.

Section 5.07 Hunting Collaboration Agreement – Outstanding Royalties.<sup>1</sup> The Parties hereby acknowledge and agree that, in accordance with the Hunting Collaboration Agreement, as of the Closing Date, (a) Hunting Services Limited owes Seller \$[151,000] in royalties (the “Hunting Collaboration Unpaid Royalties”) with respect to amounts that Hunting Services Limited has collected from Customers (as defined in the Hunting Collaboration Agreement) prior to the Closing; and (b) Hunting Services Limited has certain accounts receivable that have not yet been collected from Customers (as defined in the Hunting Collaboration Agreement) (the “Hunting Collaboration Customer A/R”), which, if collected after the Closing, will generate \$[145,545.92] in additional royalties for Seller (the “Hunting Collaboration Unearned Royalties”). On the Closing Date, Purchaser (on behalf of Hunting Services Limited) shall pay to Seller an amount equal to the Hunting Collaboration Unpaid Royalties. From and after the Closing, Purchaser shall cause Hunting Services Limited to use commercially reasonable efforts consistent with its past practices to collect the Hunting Collaboration Customer A/R; *provided* that, for the avoidance of doubt, in no event shall Hunting Services Limited, Purchaser or their respective Affiliates be required to initiate litigation to collect the Hunting Collaboration Customer A/R. In the event Hunting Services Limited collects any portion of the Hunting Collaboration Customer A/R, then within thirty (30) days after such collection, Purchaser shall cause Hunting Services Limited to remit to Seller the portion of the Hunting Collaboration Unearned Royalties that relates to such collected Hunting Collaboration Customer A/R. The Parties further acknowledge and agree that, (x) other than the Hunting Collaboration Unpaid Royalties and the Hunting Collaboration Unearned Royalties, Hunting Services Limited does not owe or potentially owe Seller any other amounts pursuant to or in connection with the Hunting Collaboration Agreement; and (y) the

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<sup>1</sup> **Note to Seller:** Amounts to be updated as of the Closing Date.

payment of the Hunting Collaboration Unpaid Royalties and, if earned, the Hunting Collaboration Unearned Royalties in accordance with this Section 5.07 shall satisfy in full all of Hunting Services Limited's and Purchaser's obligations to Seller pursuant to or in connection with, and release Hunting Services Limited and Purchaser from any and all Liabilities to Seller in connection with, the Hunting Collaboration Agreement.

## **ARTICLE VI TAX MATTERS**

Section 6.01 Proration of Property Taxes. Any ad valorem and property Taxes assessed against or pertaining to the Assets for the Tax period that includes the Closing Date ("Closing Period") shall be prorated between Purchaser and Seller as of the Closing Date in accordance with this Section 6.01. The amount of ad valorem and property Taxes with respect to the Assets to be for the account of and allocated to Seller ("Pre-Closing Property Taxes") shall be the product of (a) such Taxes for the Closing Period, *multiplied by* (b) a fraction, the numerator of which is the number of days from the beginning of such Closing Period up to and including to the day immediately prior to the Closing Date, and the denominator of which is the total number of days in the Closing Period, and the balance of such Taxes shall be for the account of and allocated to Purchaser. To the extent such Pre-Closing Taxes are not known as of the Closing Date, the amount of the Pre-Closing Property Taxes shall be estimated based on the tax certificates for the Closing Period if available, or if not available, on the immediately preceding Tax period assessment. Purchaser shall be responsible for the payment to the appropriate Governmental Entity of any and all ad valorem and property Taxes for the Closing Period when such Taxes become due and owing; *provided* that Seller's liability for such Pre-Closing Property Taxes, estimate or actual, shall be an adjustment to the Purchase Price to be paid at Closing. To the extent an estimate is used, when the actual amount of ad valorem and property Taxes estimated under this Section 6.01 is known, Purchaser shall advise Seller of the proportionate share of actual ad valorem and property Taxes that constitute the Pre-Closing Property Taxes and furnish Seller with reasonably supporting documents evidencing the actual amount of such Taxes. If the estimate of Pre-Closing Property Taxes made pursuant to this Section 6.01 was less than the actual ad valorem and property Taxes, Seller shall pay in cash to Purchaser Seller's pro rata portion of such deficiency within thirty (30) days of receipt of such notice and reasonably supporting documents, and if such estimate was more than the actual Pre-Closing Property Taxes, Purchaser shall, at the time such notice is given (which shall be no later than thirty (30) days from Purchaser's receipt of documentation evidencing the actual amount of ad valorem and property Taxes for the Closing Period), refund Seller's pro rata portion of such excess in cash to Seller. For the avoidance of doubt and to avoid any duplication, the Parties shall take into consideration any and all payments included as part of any payments under any Assigned Contract or Assigned Lease that relate to ad valorem and property Taxes for the Closing Period, if any, and shall make any necessary adjustments to the extent one Party has paid thereunder ad valorem and property Taxes owed by the other Party under this Section 6.01.

Section 6.02 Transfer Taxes. Any and all transfer, sales, use, value added, excise, filing, recording, documentary, stamp or other similar Taxes applicable to, imposed upon or arising out of the transactions contemplated by this Agreement ("Transfer Taxes") shall be borne by Seller. Seller shall file, or cause to be filed, all necessary Tax Returns and other documentation with respect to any Transfer Taxes. Purchaser shall cooperate with Seller in the preparation of any

necessary Tax Returns and other related documentation with respect to Transfer Taxes. Each Party agrees to use its commercially reasonable efforts to mitigate or eliminate any Transfer Taxes and shall provide to the other Party any exemption form or certificate as may be applicable to do so. Seller shall provide Purchaser with the appropriate occasional sale exemption certificates or statements, and other similar documentation, for each state in which Seller may be subject to Transfer Taxes on or before the Closing.

Section 6.03 Cooperation. Each of Purchaser and Seller shall, and shall cause their respective Affiliates (including the Seller Equityholders) to, provide each other with such cooperation and information as either of them reasonably may request of the other in filing any Tax Return or in connection with any audit or other proceeding in respect of Taxes of Seller, Purchaser or their respective Affiliates (including the Seller Equityholders), as the case may be. Such cooperation and information shall include providing copies of relevant Tax Returns or portions thereof, together with accompanying schedules, related work papers and documents relating to rulings or other determinations by tax authorities. Purchaser, Seller and their respective Affiliates (including the Seller Equityholders) shall retain all Tax Returns, schedules and work papers, records and other documents in their possession relating to Tax matters of the Business or the Assets for any taxable period beginning before the Closing Date until the expiration of the applicable statute of limitations of the taxable periods to which such Tax Returns and other documents relate.

## **ARTICLE VII INDEMNIFICATION**

### Section 7.01 Indemnification Obligations of the Seller Parties.

(a) Subject to the provisions of this Article VII, after the Closing, Seller agrees to defend, reimburse, indemnify, and hold harmless the Purchaser Indemnified Parties against and in respect of all Losses that may be incurred by or imposed on any Purchaser Indemnified Party that result from, relate to, or arise out of: (i) any inaccuracy in or breach by a Seller Party of any of their respective representations or warranties contained in this Agreement or any other Transaction Document; (ii) any breach or non-fulfillment by a Seller Party of any of their respective covenants or agreements in this Agreement or any other Transaction Document; (iii) the Excluded Assets; or (iv) the Excluded Liabilities.

(b) Subject to the provisions of this Article VII, after the Closing, each Seller Equityholder, severally and not jointly (as to himself only), agrees to defend, reimburse, indemnify, and hold harmless the Purchaser Indemnified Parties against and in respect of all Losses that may be incurred by or imposed on any Purchaser Indemnified Party that result from, relate to, or arise out of such Seller Equityholder's (i) inaccuracy in or breach of any of the representations or warranties contained in Section 3.23; or (ii) breach or non-fulfillment of any of the covenants set forth in Section 5.02, Section 5.06 and Section 8.08.

Section 7.02 Indemnification Obligations of Purchaser. Subject to the provisions of this Article VII, after the Closing, Purchaser agrees to defend, reimburse, indemnify, and hold harmless the Seller Indemnified Parties against and in respect of any Losses that may be incurred or suffered by or imposed on any Seller Indemnified Party that result from, or relate to, or arise out of: (a) any

inaccuracy in or breach by Purchaser of any of its representations or warranties contained in this Agreement or any other Transaction Document; (b) any breach or non-fulfillment by Purchaser of any of its covenants or agreements in this Agreement or any other Transaction Document; or (c) the Assumed Liabilities.

Section 7.03 Indemnification Procedure.

(a) If, subsequent to the Closing, any Person entitled to indemnification under this Article VII (an “Indemnified Party”) asserts a claim for indemnification for, or receives notice of the assertion or commencement of, any Third Party Claim, such Indemnified Party shall as soon as practicable give written notice of such claim to the Party from whom indemnification is to be sought (an “Indemnifying Party”).

(b) Third Party Claims.

(i) In the event that the Indemnified Party gives written notice to the Indemnifying Party regarding a Third Party Claim under this Agreement (an “Indemnity Notice”), such Indemnity Notice shall set forth the facts known to the Indemnified Party pertaining to the Third Party Claim and the basis of the Indemnified Party’s demand for indemnification under this Agreement. Within ten (10) Business Days after receipt of such Indemnity Notice, the Indemnifying Party shall state in writing whether the Indemnifying Party shall assume responsibility for and conduct the negotiation, defense or settlement of the Third Party Claim. If the Indemnifying Party does elect to assume responsibility and such control, the defense against the Third Party Claim shall be conducted by the Indemnifying Party and its counsel at its expense in a reasonably diligent manner to the extent required hereunder, and except as otherwise provided herein, the Indemnifying Party shall not be liable for the fees and expenses of counsel for the Indemnified Party with respect thereto following the date the Indemnifying Party assumes such responsibility. The Indemnifying Party shall have full control of such defense and proceedings, including any compromise or settlement thereof; *provided* that in no event shall the Indemnifying Party consent to the entry of any judgment or enter into any settlement agreement without the prior written consent of the Indemnified Party (which consent shall not be unreasonably withheld, conditioned or delayed). Notwithstanding the foregoing, (A) the Indemnified Party shall have the right at all times to participate in the defense of any Third Party Claim hereunder with its own counsel and at its own expense and (B) (i) if the Indemnified Party is advised by outside counsel that a conflict of interest exists that requires the Indemnified Party to be represented by separate counsel under the applicable rules of professional responsibility, (ii) if the court in which such Third Party Claim is pending determines that a conflict of interest exists such that the Indemnifying Party’s counsel is prohibited by such court or otherwise unable to represent the Indemnified Party with respect to such Third Party Claim, (iii) if there are one or more defenses that could be asserted by the Indemnified Party that could not be asserted by the Indemnifying Party or the Indemnifying Party’s counsel (on the Indemnified Party’s behalf), (iv) if the Third Party Claim involves any material customer, supplier, consultant or employee of the Indemnified Party or its Affiliates, criminal proceedings of any kind or the potential for injunctive or equitable relief of any kind, or (v) the Indemnified Party reasonably determines that the Indemnifying Party is not conducting the defense of the Third Party Claim in a reasonably diligent manner, then, in each case, the Indemnified Party shall have the right at all times to take over and assume control over the defense,

settlement, negotiations or litigation relating to any such Third Party Claim at the sole cost of the Indemnifying Party.

(ii) Unless and until an Indemnifying Party assumes the defense of the Third Party Claim as provided in Section 7.03(b)(i) above or fails to defend such Third Party Claim to the extent required hereunder, the Indemnified Party may defend against the Third Party Claim in any manner it reasonably may deem appropriate, on behalf of and for the risk of the Indemnifying Party and shall be reimbursed for its costs and expenses (but only if the Indemnified Party is actually entitled to indemnification hereunder) in regard to the Third Party Claim with counsel selected by the Indemnified Party. The Indemnifying Party may participate in, but not control, any defense or settlement controlled by the Indemnified Party pursuant to this Section 7.03(b)(ii) or Section 7.03(b)(i), and the Indemnifying Party shall bear its own costs and expenses with respect to such participation. In no event will the Indemnified Party consent to the entry of any judgment or enter into any settlement with respect to the Third Party Claim without the prior written consent of the Indemnifying Party (which consent shall not be unreasonably withheld, conditioned or delayed).

(iii) The Party assuming the defense under this Section 7.03(b) shall keep the other Party fully informed regarding the progress and status thereof. Each Party shall reasonably cooperate with the other Party in connection with the defense, negotiation or settlement of any Third Party Claim, including making available to the other Party such personnel and materials as may be reasonably requested by such Party.

(c) Direct Claims. In the event any Indemnified Party should have a Loss which does not involve a Third Party Claim, the Indemnified Party shall transmit to the Indemnifying Party an Indemnity Notice describing in reasonable detail the nature of the Loss and the basis of the Indemnified Party's demand for indemnification under this Agreement. In the event that the Indemnifying Party disputes the validity or scope of the Loss set forth in the Indemnity Notice, the Parties will, in good faith, use commercially reasonable efforts to resolve such matter within thirty (30) days after receipt of the Indemnity Notice, after which time the Indemnified Party shall be free to pursue a legal action against the Indemnifying Party to enforce its right to indemnification for such Loss, subject to Section 8.11.

(d) A failure by an Indemnified Party to give timely, complete, or accurate notice as provided in this Section 7.03 shall not affect the rights or obligations of any Party hereunder except (and only) to the extent that, as a result of such failure, any Party entitled to receive such notice was materially prejudiced thereby.

(e) All provisions of this Agreement requiring a Party to indemnify another Person shall be deemed to incorporate this Section 7.03 by reference, and all notices and actions relating to Losses thereunder shall be made in the manner set forth in, and subject to the terms and conditions of, this Section 7.03.

#### Section 7.04 Limitations on Indemnities.

(a) No Purchaser Indemnified Party shall be entitled to indemnification pursuant to Section 7.01(a)(i) unless and until the aggregate amount of all Losses pursuant to

Section 7.01(a)(i) exceeds an amount equal to 0.75% of the Purchase Price (the “Basket”), after which Basket Seller shall be liable for all Losses for which indemnification is required to be paid hereunder from the first dollar of Losses. Notwithstanding the foregoing and for the avoidance of doubt, the Basket shall not apply to Losses based on (i) fraud or intentional misrepresentation (“Fraud Claims”), (ii) a breach of any Fundamental Representation, or (iii) a claim pursuant to any of Section 7.01(a)(ii), Section 7.01(a)(iii), Section 7.01(a)(iv) or Section 7.01(b).

(b) Notwithstanding any other provision of this Agreement to the contrary, Seller’s aggregate liability under Section 7.01(a)(i) (except with respect to breaches of Fundamental Representations) shall be limited to 20% of the Purchase Price (the “Cap”). The Seller Parties’ aggregate liability for (i) a breach of any Fundamental Representation and/or (ii) a claim pursuant to any of Section 7.01(a)(ii), Section 7.01(a)(iii), Section 7.01(a)(iv) or Section 7.01(b), shall be limited to the Purchase Price (the “Purchase Price Cap”); *provided*, that, in accordance with Section 7.01(b), each Seller Equityholder’s aggregate liability hereunder shall be limited to such Seller Equityholder’s pro rata share of the Purchase Price as set forth on Schedule 7.04(b). None of the Basket, the Cap or the Purchase Price Cap shall apply to any Losses based on Fraud Claims.

Section 7.05 Survival. All representations, warranties, covenants, and agreements contained in this Agreement shall survive the execution and delivery of this Agreement and the Closing hereunder; *provided, however*, that a Party shall have no indemnification obligation under Section 7.01(a)(i) or Section 7.02(a) unless the Indemnified Party has provided a written notice to the Indemnifying Party of its indemnity claim under this Agreement prior to the date that is forty-eight (48) months following the Closing Date; *provided, further* that:

(a) (i) a Purchaser Indemnified Party may make written notice of an indemnification claim for breaches of representations and warranties set forth in (A) Section 3.08 (Taxes), Section 3.12 (Employee Benefit Plans) or Section 3.14 (Environmental Matters) at any time until the date that is thirty (30) days after the expiration of the applicable statute of limitations and (B) the representations set forth in Section 3.01 (Due Organization; Qualification), Section 3.02 (Authorization; Noncontravention), Section 3.03 (Capitalization; Subsidiaries), Section 3.04(b) (Debt), Section 3.07 (Title; Condition and Sufficiency of Assets), Section 3.10 (Intellectual Property; IT Systems; Privacy), Section 3.21 (Broker’s or Finder’s Fee), and Section 3.23 (Seller Equityholder Authorization; Noncontravention), at any time until the date that is seven (7) years following the Closing Date (collectively the representations and warranties as set forth in clauses (A) and (B), the “Fundamental Representations”); and (ii) a Seller Indemnified Party may make written notice of an indemnification claim for breaches of representations set forth in Section 4.01 (Due Organization; Qualification), Section 4.02 (Authorization; Noncontravention) and Section 4.04 (Broker’s or Finder’s Fee), at any time until the date that is seven (7) years following the Closing Date;

(b) except as set forth in Section 7.05(c) below, any Purchaser Indemnified Party or Seller Indemnified Party, as applicable, may make written notice of an indemnification claim for a breach or non-fulfillment of the covenants or agreements (but, for greater certainty, not the representations and warranties) of the Parties set forth in this Agreement, at any time until the date that is seven (7) years following the Closing Date; and

(c) a Purchaser Indemnified Party may make a written notice of an indemnification claim for indemnification obligations arising out of Section 7.01(a)(iii), Section 7.01(a)(iv), a breach or non-fulfillment of any of the covenants set forth in Section 5.02, Section 5.06 and Section 8.08, or a Fraud Claim, in each case, at any time after the Closing.

So long as an Indemnified Party asserts a claim for indemnification under and in accordance with this Article VII prior to the expiration of the applicable survival period set forth in this Section 7.05, such Indemnified Party shall be deemed to have preserved its rights to indemnification under this Article VII regardless of when such claim is ultimately liquidated or resolved.

Section 7.06 Adjustment in Purchase Price. The Parties agree that all indemnification amounts paid pursuant to this Article VII constitute an adjustment to the Purchase Price for all purposes, including for Tax purposes.

Section 7.07 Disregard of Materiality. Following the Closing and for purposes of this Article VII, all qualifications and exceptions contained in Article III and Article IV relating to materiality or words of similar import (including “Material Adverse Effect”) shall be disregarded for purposes of determining whether there has been a breach or inaccuracy of any such representation or warranty resulting in or giving rise to an indemnification claim pursuant to Section 7.01(a)(i), Section 7.01(b)(i) or Section 7.02(a) (as the case may be) and for purposes of determining the amount of Losses resulting therefrom.

Section 7.08 Payment of Indemnification Payments. The Parties agree that any amount of indemnifiable Losses that is not in dispute, or with respect to which the dispute is resolved, shall be paid promptly upon, but in any event within five (5) Business Days after, notice of such indemnifiable Losses or upon resolution of such dispute, as applicable. All indemnifiable Losses under this Agreement will be paid in cash in immediately available funds; *provided, however*, that for any indemnifiable Losses for which the Seller Parties are liable to any Purchaser Indemnified Party under this Agreement, subject to the other provisions of this Article VII (including Section 7.04), such Losses shall be satisfied as follows: (a) first, such indemnifiable Losses shall be recovered by deducting an amount equal to such Losses from any amounts that are due and payable by Purchaser pursuant to the Royalty Agreement; (b) second, to the extent there are no amounts that are due and payable by Purchaser pursuant to the Royalty Agreement at the time such indemnifiable Losses become payable to such Purchaser Indemnified Party (or to the extent the amounts due and payable by Purchaser pursuant to the Royalty Agreement are insufficient to satisfy such indemnifiable Losses), such indemnifiable Losses shall be recovered from the Escrow Property (and Seller and Purchaser agree to promptly issue joint written instructions to the Escrow Agent to disburse from the Escrow Property an amount equal to such indemnifiable Losses to Purchaser); and (c) third, to the extent the Escrow Property is insufficient for any Purchaser Indemnified Party’s recovery of Losses subject to indemnification hereunder, such indemnifiable Losses shall be recovered from Seller and/or the Seller Equityholders (as applicable); *provided, however*, that, in accordance with Section 7.01(b) and Section 7.04(b), each Seller Equityholder shall only have an indemnification obligation arising hereunder (severally and not jointly, and as to himself only) pursuant to Section 7.01(b). Notwithstanding the immediately preceding sentence and for the avoidance of doubt, the order of recovery set forth in this Section 7.08 shall not apply to (and the Purchaser Indemnified Parties shall be permitted to recover via any combination of the foregoing clauses (a), (b) and (c) and in any order thereof) any indemnifiable Losses based on (i)

Fraud Claims, (ii) a breach of any Fundamental Representation, (iii) a claim pursuant to any of Section 7.01(a)(iii) or Section 7.01(a)(iv) or (iv) a claim pursuant to Section 7.01(b) (but subject to the proviso at the end of the sentence immediately preceding this sentence).

Section 7.09 Express Negligence; Limitations on Defense to Certain Claims. THE FOREGOING INDEMNITIES ARE INTENDED TO BE ENFORCEABLE AGAINST THE PARTIES IN ACCORDANCE WITH THE EXPRESS TERMS AND SCOPE THEREOF NOTWITHSTANDING ANY EXPRESS NEGLIGENCE RULE, DOCTRINE RELATING TO INDEMNIFICATION FOR STRICT LIABILITY OR ANY SIMILAR DIRECTIVE THAT WOULD PROHIBIT OR OTHERWISE LIMIT INDEMNITIES BECAUSE OF THE NEGLIGENCE (WHETHER SOLE, CONCURRENT, ACTIVE OR PASSIVE) OR OTHER FAULT OR STRICT LIABILITY OF ANY OF THE INDEMNIFIED PARTIES. TO THE EXTENT THAT A PURCHASER INDEMNIFIED PARTY MAKES ANY CLAIMS AGAINST THE SELLER PARTIES UNDER THE PROVISIONS OF THIS ARTICLE VII, THE SELLER PARTIES MAY NOT ASSERT AND HEREBY EXPRESSLY WAIVE AS A DEFENSE, COUNTERCLAIM, OR OTHERWISE THAT PURCHASER HAS BEEN NEGLIGENT IN CONDUCTING ITS DUE DILIGENCE RELATING TO ANY ASPECT OF SELLER, THE SELLER EQUITYHOLDERS, THE BUSINESS OR THE ASSETS. THE SELLER PARTIES HEREBY ACKNOWLEDGE AND AGREE THAT THE RIGHT TO INDEMNIFICATION IN ACCORDANCE WITH THE PROVISIONS OF THIS ARTICLE VII WILL NOT BE AFFECTED BY ANY INVESTIGATION CONDUCTED WITH RESPECT TO, OR ANY KNOWLEDGE ACQUIRED (OR CAPABLE OF BEING ACQUIRED) AT ANY TIME, WHETHER BEFORE, ON OR AFTER THE CLOSING DATE, WITH RESPECT TO THE ACCURACY OR INACCURACY OF OR COMPLIANCE WITH, ANY REPRESENTATION, WARRANTY, COVENANT OR OBLIGATION SET FORTH IN THIS AGREEMENT OR ANY OTHER TRANSACTION DOCUMENT. THE OBLIGATIONS OF THE SELLER PARTIES HEREUNDER ARE NOT CONTINGENT UPON THE ASSERTION OF A CLAIM, DIRECTIVE, ACTION, OR PROCEEDING BY A GOVERNMENTAL ENTITY OR THIRD PARTY. THE OBLIGATIONS OF PURCHASER HEREUNDER ARE NOT CONTINGENT UPON THE ASSERTION OF A CLAIM, DIRECTIVE, ACTION, OR PROCEEDING BY A GOVERNMENTAL ENTITY OR THIRD PARTY.

## **ARTICLE VIII MISCELLANEOUS**

Section 8.01 Notices. All notices and other communications required or permitted hereunder will be in writing and, unless otherwise provided in this Agreement, will be deemed to have been duly given (a) when delivered in person, (b) when transmitted and received by email during normal business hours, or if transmitted after normal business hours, on the next Business Day, or (c) when delivered after having been dispatched by a nationally recognized overnight courier service, in each case, to the appropriate Party at the address or email address specified below or to such other address or email address as any such Party may from time to time designate as to itself by like notice:

If to Seller or the Seller Parties (generally):

| If to Purchaser:

Koala Royalties, Inc.  
(f/k/a Titan Oil Recovery, Inc.)  
9595 Wilshire Blvd # 412  
Beverly Hills, CA 90212  
Attention: Kenneth J. Gerbino  
Email: ken.koalaroyalties@gmail.com

If specifically to M. Carroll:

Michael T. Carroll  
1105 Tuscany Court  
McKinney, TX 75071  
Email: mtcarroll@biofriendly.com

If specifically to Dr. Hill:

Dr. Colin K. Hill, Ph.D.  
408 Calle Canela  
San Dimas, CA 91773  
Email: colinat@mac.com

If specifically to K. Gerbino:

Kenneth J. Gerbino  
9595 Wilshire Blvd # 412  
Beverly Hills, CA 90212  
E-mail: ken.koalaroyalties@gmail.com

in each case, with a copy to (which shall not constitute notice):

Westerman Ball Ederer Miller Zucker &  
Sharfstein, LLP  
1201 RXR Plaza  
Uniondale, New York 11556  
Attention: Alan C. Ederer  
Email: aederer@westermanllp.com

Hunting Energy Services Production  
Technology, Inc.  
16825 Northchase Drive, Suite 600  
Houston, Texas 77060  
Attention: Sid Harper  
Email: Sid.Harper@Hunting-intl.com

with a copy to (which shall not constitute notice):

Troutman Pepper Locke LLP  
600 Travis Street, Suite 2800  
Houston, Texas 77002  
Attention: Joe Perillo; Lauren Corbeil Clarke  
Email: joe.perillo@troutman.com;  
Lauren.CorbeilClarke@troutman.com

Section 8.02 Expenses. Except as otherwise expressly provided in this Agreement or the other Transaction Documents, the Seller Parties, on the one hand, and Purchaser, on the other hand, have paid or will pay their respective expenses incurred in connection with the preparation, execution, and performance of this Agreement and the other Transaction Documents, including (without limitation) the fees of any broker, finder, financial advisor, investment banker, legal advisor, accountant or similar person engaged by such Party.

Section 8.03 Binding Agreement; Assignment. The provisions of this Agreement will be binding upon and inure to the benefit of the Parties and their respective successors and permitted assigns. No Party may assign, delegate or otherwise transfer any of its rights or obligations under this Agreement (including any transfer by way of merger or operation of law) without the consent of each other Party; *provided, however*, that Purchaser may transfer and assign its rights and obligations under this Agreement without the prior written consent of any other Party by way of collateral assignment to any bank, financing institution or other lender providing financing to Purchaser now or in the future, to any Affiliate of Purchaser, or to any successor to Purchaser by merger, consolidation, reorganization or direct or indirect sale of all or substantially all of Purchaser's equity or assets; *provided* that Purchaser's successor will own, directly or indirectly, all or substantially all of the assets of Purchaser, including without limitation the Assets.

Section 8.04 Severability. If any term or other provision of this Agreement is invalid, illegal or incapable of being enforced by any Applicable Laws or public policy, all other conditions and provisions of this Agreement shall nevertheless remain in full force and effect so long as the economic or legal substance of the transactions contemplated hereby is not affected in any manner materially adverse to any Party. Upon such determination that any term or other provision of this Agreement is invalid, illegal or incapable of being enforced, the Parties shall negotiate in good faith to modify this Agreement so as to effect the original intent of the Parties as closely as possible in an acceptable manner to the end that the transactions contemplated hereby are fulfilled to the extent possible.

Section 8.05 Certain Interpretative Matters. The terms "hereof," "herein" and "hereunder" and terms of similar import will refer to this Agreement as a whole and not to any particular provision of this Agreement. Article, Section, clause, subsection, Annex, Exhibit and Schedule references contained in this Agreement are references to Articles, Sections, clauses, subsections, Annexes, Exhibits and Schedules in or attached to this Agreement, unless otherwise specified. Each defined term used in this Agreement has a comparable meaning when used in its plural or singular form. Whenever the terms "include" or "including" are used in this Agreement (whether or not such terms are followed by the phrase "but not limited to" or "without limitation" or words of similar effect) in connection with a listing of items within a particular classification, that listing will be interpreted to be illustrative only and will not be interpreted as a limitation on, or an exclusive listing of, the items within that classification. Each reference in this Agreement to any Applicable Laws will be deemed to include such Applicable Laws as hereafter may be amended, supplemented or modified from time to time and any successor thereto, unless such treatment would be contrary to the express terms of this Agreement. Whenever any amount is stated in this Agreement in "dollars" or by reference to the "\$" symbol, such amount shall be United States dollars (unless a contrary intention appears) and will, when the context allows, include equivalent amounts in other currencies. Any rule of law or any legal decision that would require interpretation of any ambiguities in this Agreement against any Party that drafted it is of no application and is hereby expressly waived.

Section 8.06 Specific Performance; Remedies. The Parties hereby acknowledge and agree that the failure of any Party to this Agreement to perform such Party's obligations hereunder in accordance with their specific terms or to otherwise comply with such obligations, including such Party's failure to take all actions as are necessary on such Party's part to consummate the transactions contemplated hereby, may cause irreparable injury to the other Parties to this

Agreement for which money damages or other legal remedies, even if available, may not be an adequate remedy. Accordingly, each of the Parties hereby consents to the issuance of injunctive relief to compel performance of such Party's obligations or to prevent or restrain breaches and threatened breaches, and to the granting of the remedy of specific performance of the terms and conditions hereof and to cause the transactions contemplated by the Transaction Documents to be consummated to the fullest extent allowed by Applicable Laws and without the necessity of proving actual damages or posting any type of bond. All remedies herein expressly conferred upon a Party will be deemed cumulative with and not exclusive of any other remedy conferred hereby, or by law or equity upon such Party, and the exercise by a Party of any one remedy will not preclude the exercise of any other remedy.

Section 8.07 Amendment and Waiver. This Agreement may only be amended if such amendment is set forth in a writing executed by all of the Parties. No failure by any Party to insist upon the strict performance of any covenant, duty, agreement or condition of this Agreement or to exercise any right or remedy with respect to a breach thereof shall constitute a waiver of any such breach or any other covenant, duty, agreement or condition. The waiver by any Party of a breach of any provision of this Agreement shall not operate or be construed a waiver of any subsequent breach.

Section 8.08 Confidentiality; Public Announcements. After the Closing Date, each Party will obtain the approval of the other Parties before divulging the terms of the transactions contemplated hereby and/or issuing any press releases or otherwise making any public statements with respect to any confidential or proprietary aspect of the transactions contemplated hereby. Such approval will not be unreasonably withheld, conditioned or delayed. Notwithstanding anything set forth in this Agreement, each of the Seller Parties further understands and acknowledges that Purchaser and one or more of its stockholders and Affiliates (including, but not limited to, Hunting PLC, Hunting U.S. Holdings, Inc. and their respective Subsidiaries) may have certain regulatory requirements in order to maintain compliance with the rules and regulations of certain stock exchanges (including the London Stock Exchange) and other regulatory authorities and certain public disclosure practices that are consistent with the historical practices of Purchaser, its stockholders and Affiliates (including, but not limited to, Hunting PLC, Hunting U.S. Holdings, Inc. and their respective Subsidiaries), and each of the Seller Parties approves and consents to the disclosure of the transactions contemplated hereby for such purposes and nothing in this Agreement shall prohibit Purchaser or its stockholders or Affiliates from disclosing the transactions contemplated hereby to (a) the London Stock Exchange and other regulatory authorities applicable to Purchaser and its Affiliates, (b) Purchaser's or its Affiliates' partners and investors or (c) Purchaser's or its Affiliates' auditors, attorneys or accountants.

Section 8.09 Entire Agreement. This Agreement (including the Annexes, Schedules and Exhibits hereto) and the other Transaction Documents constitute the entire agreement among the Parties with respect to the subject matter of this Agreement. This Agreement (including the Annexes, Schedules and Exhibits hereto) and the other Transaction Documents supersede all prior agreements and understandings, both oral and written, among the Parties with respect to the subject matter of this Agreement and the other Transaction Documents.

Section 8.10 Counterparts. This Agreement may be executed and delivered (including by facsimile or electronic portable document (PDF) transmission) in one or more counterparts, all

of which shall be considered one and the same agreement and shall become effective when one or more counterparts have been signed by each of the Parties and delivered to the other Parties, it being understood that all Parties need not sign the same counterpart.

Section 8.11 Governing Law; Venue; Jurisdiction; Jury Waiver. THIS AGREEMENT, AND ALL CLAIMS OR CAUSES OF ACTION (WHETHER IN CONTRACT OR TORT) THAT MAY BE BASED UPON, ARISE OUT OF OR RELATE TO THIS AGREEMENT, OR THE NEGOTIATION, EXECUTION OR PERFORMANCE OF THIS AGREEMENT, AND THE LEGAL RELATIONS AMONG THE PARTIES SHALL BE GOVERNED AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF STATE OF DELAWARE, EXCLUDING ANY CONFLICTS OF LAW RULE OR PRINCIPLE THAT MIGHT REFER CONSTRUCTION OF SUCH PROVISIONS TO THE LAWS OF ANOTHER JURISDICTION. THE PARTIES FURTHER AGREE THAT THE EXCLUSIVE AND SOLE VENUE FOR ANY DISPUTE BETWEEN OR AMONG THE PARTIES OR RELATING TO THIS AGREEMENT, INCLUDING ALL CLAIMS OR CAUSES OF ACTION (WHETHER IN CONTRACT OR TORT) THAT MAY BE BASED UPON, ARISE OUT OF OR RELATE TO THIS AGREEMENT, OR THE NEGOTIATION, EXECUTION OR PERFORMANCE OF THIS AGREEMENT, AND THE LEGAL RELATIONS AMONG THE PARTIES, SHALL BE THE COURT OF CHANCERY OF THE STATE OF DELAWARE; *PROVIDED* THAT, IF JURISDICTION IS NOT THEN AVAILABLE IN THE COURT OF CHANCERY OF THE STATE OF DELAWARE, THEN ANY SUCH CLAIM MAY BE BROUGHT IN ANY FEDERAL COURT LOCATED IN THE STATE OF DELAWARE OR ANY OTHER DELAWARE STATE COURT. ALL OF THE PARTIES HERETO CONSENT TO JURISDICTION AND VENUE OF SUCH AFOREMENTIONED COURTS AND FURTHER IRREVOCABLY WAIVE THE RIGHT TO BRING SUCH ACTION IN A COURT OTHER THAN THE AFOREMENTIONED COURTS. EACH PARTY HERETO WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY DISPUTE.

Section 8.12 Attorneys' Fees. In any action or proceeding instituted by a Party arising in whole or in part under, related to, based on, or in connection with, this Agreement or the subject matter hereof, the prevailing Party shall be entitled to receive from the losing Party reasonable attorneys' fees, costs and expenses incurred in connection therewith, including any appeals therefrom.

Section 8.13 Third Party Beneficiaries; No Recourse. Except as set forth in Section 1.04 and Article VII, nothing in this Agreement is intended to confer any rights or remedies of any nature whatsoever under or by reason of this Agreement upon any Person other than the Parties and their respective successors and permitted assigns. This Agreement and the other Transaction Documents may only be enforced against, and any claims or causes of action that may be based upon, arise out of or relate to this Agreement or the other Transaction Documents, or the negotiation, execution or performance of this Agreement or the other Transaction Documents, may only be made against, the Parties or the parties to such other Transaction Documents (as applicable), and no other Person shall have any liability for any obligations or liabilities of the Parties or the parties to the Transaction Documents or for any claim (whether in tort, contract or otherwise) based on, in respect of, or by reason of, the transactions contemplated hereby or thereby

or in respect of any oral representations made or alleged to be made in connection herewith or therewith.

Section 8.14 No Partnership. This Agreement does not give rise now or in the future to an agency or partnership relationship among the Seller Parties and their Affiliates, on one hand, and Purchaser and its Affiliates, on the other hand. It is not the intention of the Parties to form, and nothing in this Agreement shall be construed as forming, a partnership or joint venture among Purchaser, the Seller Parties and their respective Affiliates. Each Party agrees that the Seller Parties, on one hand, and Purchaser, on the other hand, have not been, are not and will not be a fiduciary, partner or joint venturer to the other or to any of Purchaser's or the Seller Parties' Affiliates, as applicable, and each Party agrees not to assert that the Seller Parties, on one hand, and Purchaser, on the other hand, have ever acted as a fiduciary with respect to any aspect of the activities contemplated hereby.

***[Signature Page Follows]***

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date first written above.

**PURCHASER:**

**HUNTING ENERGY SERVICES  
PRODUCTION TECHNOLOGY, INC.**

By: \_\_\_\_\_  
Name: A. James Johnson  
Title: President

**SELLER:**

**TITAN OIL RECOVERY, INC.**

By: \_\_\_\_\_  
Name: Kenneth J. Gerbino  
Title: Chief Executive Officer

**SELLER EQUITYHOLDERS:**

\_\_\_\_\_  
Kenneth J. Gerbino, an individual

\_\_\_\_\_  
Dr. Colin K. Hill, Ph.D., an individual

\_\_\_\_\_  
Michael T. Carroll, an individual

## ANNEX A

### DEFINED TERMS

As used in the Asset Purchase Agreement to which this Annex A is attached and incorporated by reference therein, the following terms will have the meanings specified:

“Accounts Payable” means all trade liabilities and other accounts payable of Seller related to the Business.

“Accounts Receivable” means all accounts receivable and work in process (including billed and unbilled) of Seller related to the Business.

“Affiliate” of a Person means a Person that directly or indirectly, through one or more intermediaries, controls, is controlled by, or is under common control with, the first mentioned Person. For purposes of this definition “control” means, (including, with correlative meaning, the terms “controlling,” “controlled by” and “under common control with”) with respect to any Person, the possession, directly or indirectly, of the power to direct or cause the direction of the management, policies or investment decisions of such Person, whether through the ownership of voting securities, by contract or otherwise. With respect to any natural Person, the term Affiliate shall also include any member of said Person’s immediate family, any family limited partnership for said Person and any trust, voting or otherwise, of which said Person is a trustee or of which said Person or any of said Person’s immediate family is a beneficiary. With respect to any trust, the term Affiliate shall also include any beneficiary or trustee of such trust.

“Applicable Laws” means all applicable international, federal, state, county or local laws, statutes, rules, regulations, ordinances, directives, judgments, decrees, injunctions, Orders or other official acts of or by any Governmental Entity.

“Benefit Plan” includes all “employee benefit plans” (as defined in Section 3(3) of ERISA), “multiemployer plans” (as defined in Section 3(37) of ERISA), simplified employee pension, deferred compensation, incentive compensation, stock bonus, stock option, restricted stock, cash bonus, employee stock ownership, severance pay, golden parachute, cafeteria, flexible compensation, life insurance, or vacation plans or arrangements of any kind and any other employee benefit plans, programs or arrangements maintained by Seller or any of its Commonly Controlled Entities.

“Bios” means Bios Green Energy Solutions Inc. (f/k/a Bios Energy Corp.).

“Bios Collaboration Agreement” means that certain Collaboration Agreement, dated effective August 10, 2018, by and between Seller and Bios, as amended by that certain Amending Agreement, dated July 8, 2019, by and between Seller and Bios, as amended by that certain Second Amending Agreement, dated October 2, 2020, by and between Seller and Bios, as amended by that certain Third Amending Agreement, dated May 1, 2021, by and between Seller and Bios, as may be further modified, supplemented, amended or amended and restated from time to time.

“Business Day” means any day other than: (a) a Saturday, Sunday or federal holiday or (b) a day on which commercial banks in Houston, Texas or Los Angeles, California are authorized or required to be closed.

“Capital Stock” means (a) with respect to any Person that is a corporation, any and all shares, interests, participation or other equivalents (however designated and whether or not voting) of corporate stock, including the common stock of such Person, (b) with respect to any Person that is a general partnership or a limited partnership, any and all partnership interests or other equity interests of such Person, (c) with respect to any Person that is a limited liability company, any and all membership interests or other equity interests of such Person, and (d) with respect to any other Person (other than an individual), any and all equity interests of such Person.

“CARES Act” means the Coronavirus Aid, Relief, and Economic Security Act, as amended from time to time, and the regulations promulgated thereunder.

“Cash Advance” means \$500,000, which amount was advanced by Purchaser or its Affiliate to Seller prior to the date hereof in order to cover certain Transaction Expenses of Seller.

“Closing” means the consummation of the transactions contemplated by this Agreement.

“Code” means the Internal Revenue Code of 1986, as amended.

“Commercial Software” means all Third Party off the shelf Software that is commercially available in unmodified form and in object code only through a “shrink-wrap”, “click-through” or other similar Contracts.

“Commonly Controlled Entity” means any entity (whether or not incorporated) which is a member of a controlled group that includes Seller or which is under common control with Seller within the meaning of Sections 414(b), (c), (m) or (o) of the Code.

“Consent” means any consent, order, approval, authorization or other action of, or any filing with or notice to or other action with respect to, any Governmental Entity or any other Person which is required for any of the execution, delivery or performance of the Agreement or any other Transaction Document, the consummation of transactions contemplated hereby or thereby, whether such requirement arises pursuant to any Applicable Laws, Permits, Contracts or other agreements, including any of the foregoing which is required in order to prevent a breach of or a default under or a termination or modification of any Contract or Permit, which right of breach, default, termination or modification results from the consummation of the transactions contemplated by this Agreement or any other Transaction Document.

“Contract” means, with respect to any Person, any legally binding contract, agreement, right, option, warrant, right of first offer or refusal, commitment, indenture, mortgage, lease, pledge, note, bond or other binding obligation of such Person, whether written or oral.

“Convertible Note” shall mean that certain Convertible Promissory Note issued by Seller in favor of Hunting Energy Services (Well Intervention) Limited, an Affiliate of Purchaser, on January 26, 2018 with an outstanding amount, including principal and interest, on the Closing Date

of \$[338,633.24];<sup>2</sup> *provided, however*, that the Parties acknowledge and agree that interest shall continue to accrue after the Closing Date (in accordance with the terms of the Convertible Note) until all amounts payable under the Convertible Note are paid in full.

“Debt” means with respect to any Person, at any date, without duplication, (a) all obligations of such Person for borrowed money, including all principal thereof and interest thereon, (b) all obligations of such Person evidenced by bonds, debentures, notes or other similar instruments, (c) all obligations (contingent or otherwise) of such Person to pay the deferred purchase price of property or services, except trade payables incurred in the Ordinary Course of Business, (d) all obligations of such Person to reimburse any bank or other Person in respect of amounts paid under a letter of credit or similar instrument, (e) all the obligations of such Person that are required to be classified and accounted for as capital lease obligations under GAAP, together with all obligations to make termination payments under such capitalized lease obligations, (f) all other obligations of a Person which would be required to be shown as indebtedness on a balance sheet of such Person prepared in accordance with GAAP, and (g) all indebtedness of any other Person of the type referred to in clauses (a) through (f) above directly or indirectly guaranteed by such Person or secured by any assets of such Person, whether or not such indebtedness has been assumed by such Person.

“Deferred Debt Liabilities” shall mean (a) the Cash Advance, (b) all outstanding principal and accrued interest with respect to the Convertible Note, and (c) the Hunting Collaboration Advance.

“Disclosure Schedules” means the disclosure schedules attached to this Agreement, which are arranged in paragraphs corresponding to the numbered and lettered sections and subsections of this Agreement.

“Environmental Matter” means any act, omission, event, occurrence, condition or circumstance in respect of Seller or any of its current or former facilities or properties, the Business or the Assets and relating to any Environmental Requirement, Hazardous Materials, Environmental Permits or other related matters.

“Environmental Permit” means any Permit required under or issued, made, granted or given pursuant to, Environmental Requirements (including applications related thereto) that is necessary for or otherwise held in connection with the ownership or operation of the Business or the Assets.

“Environmental Requirements” means all Applicable Laws concerning pollution, protection of human health or safety, protection of the environment, natural resources, or the generation, treatment, storage, presence, disposal, discharge, release, threatened release, handling, management, recycling, re-use, reporting, investigation, monitoring or cleanup of or exposure to or injury by any Hazardous Materials.

“ERISA” means the Employee Retirement Income Security Act of 1974, as amended.

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<sup>2</sup> **Note to Seller:** This is the balance through 2/28. To be updated as of the Closing Date.

“Escrow Account” means an account established in accordance with the terms of the Escrow Agreement, which shall hold the Escrow Property.

“Escrow Agent” means Citibank, N.A.

“Escrow Amount” means \$3,500,000.

“Escrow Property” means, at any given time, the funds contained in the Escrow Account, including the Escrow Amount and all interest (if any) and other amounts (if any) earned thereon and any true-up thereof in accordance with Section 1.08, at such time.

“GAAP” means United States generally accepted accounting principles, applied on a consistent basis.

“Governmental Entity” means any government, governmental department, commission, board, bureau, agency, court or other instrumentality, whether foreign or domestic, of any country, nation, republic, federation or similar entity or any state, province, county, parish or municipality, jurisdiction or other political subdivision thereof.

“Hazardous Materials” means: (a) any chemicals, materials, wastes or substances that (i) are defined, regulated, determined or identified as “hazardous substances,” “hazardous materials,” “hazardous waste,” “extremely hazardous substances,” “solid waste,” “regulated substance,” “air contaminant,” “pollutant” or “contaminant” pursuant to any Environmental Requirement, or (ii) for which standards of conduct or Liability may be imposed pursuant to any Environmental Requirement, and (b) any material, waste or substance that is or contains petroleum, and/or any derivative, fraction, constituent, or byproduct thereof, radon, radioactive materials or wastes, asbestos in any form, lead or lead-containing materials, urea formaldehyde foam insulation, polychlorinated biphenyls, and per- and poly-fluoroalkyl substances.

“Hunting Collaboration Advance” means \$225,000, which amount was advanced by Hunting Services Limited or its Affiliate to Seller prior to the date hereof with respect to royalties arising under the Hunting Collaboration Agreement.

“Hunting Collaboration Agreement” means that certain Collaboration Agreement, dated December 2, 2019, by and between Seller and Hunting Services Limited, as amended and restated by that certain Deed of Amendment and Restatement, dated June 29, 2022, by and between Seller and Hunting Services Limited, as may be further modified, supplemented or amended from time to time.

“Hunting Services Limited” means Hunting Energy Services Limited, an Affiliate of Purchaser.

“Intellectual Property” means all intellectual and industrial property rights, whether registered or unregistered, which may exist or be created under the laws of any jurisdiction, including but not limited to the following: (a) patents, utility models, inventor certificates, and applications for the foregoing; (b) trade secrets, ideas, confidential and proprietary information, including confidential information related to know-how, methodologies, processes, technical data, customer lists, customer contact information, technology devices, processes, manufacturing

processes, materials, formulations, including inventions, and invention disclosures, customer information, and business plans; (c) copyrights and copyright applications, rights associated with works of authorship, including, copyrights, database rights (whether or not published or registered); (d) service marks, trademarks and trademark applications, product names, slogans, logos, trade dress, designations of origin, trade names, and other indications of source relating to any of the foregoing, including all the goodwill associated therewith (“Trademarks”); (e) domain names, web pages and URL’s, social media accounts and handles; (f) Software; and (g) mask works and industrial designs.

“IT Systems” means all computer hardware, network, software, firmware, equipment which is reliant upon microchip technology, process automation, industrial and environmental control systems, and telecommunications systems (including private branch exchanges) owned, leased or licensed by or on behalf of Seller.

“Knowledge” (and any derivation thereof, whether or not capitalized) means (a) in the case of Seller or the Seller Parties, that any of K. Gerbino, M. Carroll and Dr. Hill either had actual knowledge of such fact or matter or would reasonably be expected to become aware of such fact or matter after making reasonable and due inquiries in the performance of their professional responsibilities to the Seller Parties; and (b) in the case of Purchaser, that any of its officers either had actual knowledge of such fact or matter or would reasonably be expected to become aware of such fact or matter after making reasonable and due inquiries in the performance of their professional responsibilities to Purchaser.

“Lease” means each lease, sublease, license or other instrument, including amendments, modifications, supplements, guaranties, addendums or written notices thereto, granting the rights to lease, sublease, license or otherwise occupy the Leased Real Property.

“Leased Real Property” means all real property leased, subleased or licensed by Seller, as tenant, subtenant or licensee, together with any buildings and other structures, facilities, or improvements, fixtures, building systems and equipment, and all components thereon and all appurtenances thereon or appurtenant thereto.

“Liability” or “Liabilities” means any debt, obligation, commitment, duty or liability of any nature (including STRICT LIABILITY and any unknown, undisclosed, unfixed, unliquidated, unsecured, un-matured, un-accrued, contingent, conditional, vicarious, joint, several or secondary liability).

“Lien” means any mortgage, deed of trust, pledge, hypothecation, lien (statutory or otherwise), security agreement, security interest, easement, covenant, restriction, charge, title defect, option, preemptive right, warrant, right of first refusal, right of first offer, adverse claim or other encumbrance of any kind or nature whatsoever.

“Losses” means any and all losses, Liabilities, damages, fees, costs, fines, penalties and expenses of every kind and nature (including reasonable costs of investigation, fees and expenses of attorneys, accountants, financial advisors and other experts, court costs and other expenses of litigation).

“Material Adverse Effect” means a material adverse effect on the business, assets, liabilities, condition (financial or otherwise), results of operations or prospects of the Seller Parties, the Assets or the Business; *provided*, that none of the following shall be taken into account in determining whether a Material Adverse Effect has occurred: (i) the effect of any change in financial, economic, political or industry conditions in the United States or foreign economies or securities or financial markets in general; (ii) the effect of any change that generally affects the industry in which Seller operates; (iii) the effect of any change in any Applicable Law or GAAP or interpretation or enforcement thereof; (iv) any acts of God; or (v) any hostilities, acts of war, sabotage, pandemic, terrorism or military actions, or any escalation or worsening of any such hostilities, act of war, sabotage, pandemic, terrorism or military actions; unless in the case of clauses (i)-(v) above, any such fact, change, condition, event, act, effect, development, circumstance or occurrence has had a materially disproportionate effect on Seller, the Assets or the Business compared to other companies, assets or businesses which conduct business in the same industries or geographic locations as Seller, the Assets or the Business.

“Material Contract” means (a) each Contract which by its terms calls for aggregate payments by, or aggregate payments to, Seller under such Contract of more than \$50,000 during any twelve (12)-month period; (b) each Contract which contains any provision restricting or purporting to restrict Seller from engaging in any lines of business or engaging in business in a certain geographic area or competing with any Person or from soliciting or hiring any Person or by which another Person has agreed not to compete with Seller or hire or solicit its employees; (c) each Contract between Seller, on the one hand, and any Affiliate of Seller (including the Seller Equityholders) or any partner, manager, member, shareholder, director, officer, employee or contractor of Seller or its Affiliates (including the Seller Equityholders), on the other hand; (d) any Contract for the employment of any Business Employee or Business Contractor on a full-time, part-time or consulting basis, or providing severance benefits or any transaction-related bonus or similar payment; (e) each Contract that constitutes a partnership or joint venture Contract; (f) any agency, dealer, sales representative, marketing or other similar Contract; (g) any Contract that imposes any exclusivity or preferential pricing obligation with respect to the sale or purchase of goods or services by or from Seller; (h) each Contract relating to the acquisition or disposition of any Assets or any portion of the Business (whether by merger, sale of stock, sale of assets or otherwise) or that contains a right of first refusal or offer, option to purchase, or other similar right with respect to the equity or business interests of Seller or the Assets; (i) any warranty, guaranty or other similar undertaking with respect to any contractual performance or agreement the primary purpose of which is to indemnify any Person; (j) any Contract that is not terminable without penalty on thirty (30) days or less notice; (k) any Contract leasing or subleasing any of the Assets to or from any other Person; (l) each Contract relating to the development, ownership or license of Intellectual Property other than assignments of Intellectual Property to Seller by an employee or inbound licenses of Commercial Software with a one-time or an annual cost of less than \$10,000, and/or (m) any Contract with a Governmental Entity.

“Open Source Software” means any Software that is subject to (a) the GNU General Public License, GNU Library General Public License, Artistic License, BSD license, Mozilla Public License, or any similar license, including, but not limited to, those licenses listed at [www.opensource.org/licenses](http://www.opensource.org/licenses) or (b) any agreement with terms requiring any Owned IP to be (i) disclosed or distributed in source code form; (ii) licensed for the purpose of making derivative works; or (iii) redistributable.

“Order” means any order, judgment, writ, decree, injunction, ruling, settlement agreement, or award issued, made, entered or rendered by any court, administrative agency or other Governmental Entity or by any arbitrator.

“Ordinary Course of Business” means the ordinary course of business of an entity, consistent with past custom and practice both in respect of nature, frequency, quality and magnitude.

“Organizational Document” means (a) with respect to a corporation, its articles or certificate of incorporation, bylaws, stockholders’ agreements, buy-sell agreements, voting agreements and other documents governing the organization and operation thereof (including any amendments thereto), (b) with respect to a partnership, its partnership agreement and other documents governing the organization and operation thereof (including any amendments thereto), (c) with respect to any limited liability company, its articles or certificate of formation, operating agreement and other documents governing the organization and operation thereof (including any amendments thereto), and (d) with respect to any other entity, the documents governing the organization and operation thereof.

“Owned IP” means all Intellectual Property owned, or purported to be owned, in whole or in part by Seller.

“Permit” means any permit, license, registration, identification number, franchise, consent, notice of intent, letter, clearance, closure, decision, certificate, confirmation, permission, endorsement, waiver, variance, exemption, certification or other authorization or approval issued, granted, given or otherwise made available by or under the authority of any Governmental Entity or pursuant to any Applicable Laws.

“Person” means an individual, a partnership, a limited liability company, a corporation, an association, a joint stock company, a trust, a joint venture, an unincorporated organization or any other entity or Governmental Entity.

“Personal Information” means information that identifies or can be used to directly or indirectly identify, describe, contact, locate, or otherwise be linked or related to or associated with an individual or household, including information considered personal information or personal data under Applicable Laws.

“Proceeding” means any claim, demand, notice, action, suit, litigation, arbitration, proceeding, investigation, audit, examination or hearing threatened, commenced, brought, conducted or heard by or before any Governmental Entity or any arbitrator or any other Person.

“Privacy Laws” means all Applicable Laws and self-regulatory guidelines relating to Personal Information, privacy, or data breaches, including but not limited to Regulation (EU) 2016/679 (General Data Protection Regulation), the UK Data Protection Act of 2018, the California Consumer Privacy Act (CCPA), the Payment Card Industry Data Security Standard (PCI-DSS), the Telephone Consumer Protection Act (TCPA), the Controlling the Assault of Non-Solicited Pornography And Marketing Act of 2003 (CAN-SPAM).

“Purchaser Indemnified Parties” means Purchaser, its Affiliates and its and their respective officers, directors, managers, shareholders, members, partners, employees, agents, Affiliates, attorneys and representatives.

“Release” means any spilling, leaking, pumping, pouring, emitting, emptying, discharging, injecting, escaping, leaching, dumping, or disposing into the environment of any Hazardous Materials.

“Seller Indemnified Parties” means the Seller Parties, their respective Affiliates and their respective officers, directors, managers, shareholders, members, partners, employees, agents, Affiliates, attorneys and representatives.

“Seller’s Intellectual Property” means all of the Intellectual Property owned, licensed, sub-licensed or applied for by Seller, or in which Seller otherwise has rights, and all licenses granted by or to Seller with respect to any such Intellectual Property, in each case, used in connection with the operation of the Business.

“Software” means any form of software, including applications, utilities, platforms, dashboards, tools, mobile app, diagnostics, databases and embedded systems, whether in source code, interpreted code, compiled code, object code, executable code, firmware or other form.

“Subsidiary” of a Person means any corporation, partnership, limited liability company or other legal entity of which such Person (either alone or through or together with any other Subsidiary or Subsidiaries) is the shareholder, general partner or managing entity or of which at least a majority of the stock, partnership interests or other equity interests the holders of which are generally entitled to vote for the election of the board of directors or managers or others performing similar functions of such corporation, partnership, limited liability company or other legal entity is directly or indirectly owned or controlled by such Person (either alone or through or together with any other Subsidiary or Subsidiaries).

“Tax” (and, with correlative meaning, “Taxes,” “Taxable” and “Taxing”) means any net income, capital gains, gross income, gross receipts, sales, use, transfer, ad valorem, franchise, margin, profits, license, capital, capital stock, withholding, payroll, estimated, employment, unemployment, excise, goods and services, severance, stamp, occupation, premium, property, unclaimed property, social security, disability, environmental (including Code Section 59A), alternative or add-on, value added, service, service use, wealth, net worth, registration, windfall profits, escheat, abandoned or unclaimed property, or other tax or customs duties or amount imposed by any Governmental Entity, or any interest, any penalties, additions to tax or additional amounts incurred or accrued under Applicable Law with respect to Taxes or properly assessed or charged by any Governmental Entity.

“Tax Return” means any return, declaration, report, claim for refund, or information return or statement relating to Taxes, including any schedule, amendment or attachment thereto, required or permitted to be submitted to a Governmental Entity or Third Party.

“Third Party Claims” means any Proceeding, other than any Proceeding brought by a Party to this Agreement or an Affiliate of a Party to this Agreement.

“Third Party” means any Person that is not (a) a Party, (b) an Affiliate of a Party, or (c) an equity interest holder in a Party or an Affiliate of a Party.

“Transaction Documents” means this Agreement, the Bill of Sale, the Lease Assignments, the IP Assignment, the Royalty Agreement, the Employment Agreements, the Consulting Agreement, the Escrow Agreement, the Bios Settlement Agreement, the Sheehy Settlement Agreement, the Live Oil Shareholder Settlement Agreement, the Creditor Settlement Agreements and each other agreement, document, certificate or instrument delivered pursuant hereto.

“Transaction Expenses” means any costs or expenses incurred by any Seller Party or its Affiliates in connection with the evaluation, negotiation, execution or consummation of the transactions contemplated by this Agreement or the other Transaction Documents, including any retention, bonus or similar compensatory amounts.

“Viner Burch Agreement” means that certain Distribution Agreement, dated as of September 29, 2017, by and between Viner Burch Global, LLC and Seller (as amended).

In addition to the terms set forth above, the following terms shall have the meanings assigned to such terms in the provisions of the Asset Purchase Agreement:

<b><u>Defined Term</u></b>	<b><u>Location in Agreement</u></b>
Agreement	Preamble
Assets	Section 1.01
Assigned Books and Records	Section 1.01(f)
Assigned Contracts	Section 1.01(c)
Assigned Leases	Section 1.01(d)
Assigned Permits	Section 1.01(b)
Assumed Liabilities	Section 1.03(a)
Basket	Section 7.04(a)
Bill of Sale	Section 2.02(a)
Bios Settlement Agreement	Section 2.02(l)
Business	Recitals
Business Contractor(s)	Section 3.15(a)
Business Employee(s)	Section 3.15(a)
Cap	Section 7.04(b)
Closing Cash Consideration	Section 1.05(a)
Closing Date	Section 2.01
Closing Date Cash Payment	Section 1.05(d)
Closing Period	Section 6.01
Closing Transaction Expenses	Section 1.05(c)
Competitive Business	Section 5.02(a)(i)
Confidential Information	Section 5.02(c)(i)
Consulting Agreement	Section 2.02(f)
Creditor Settlement Agreements	Section 2.02(l)
Employment Agreements	Section 2.02(e)
Dr. Hill	Preamble
Escrow Agreement	Section 2.02(g)
Escrow Release Date	Section 1.08
Excluded Assets	Section 1.02
Excluded Books and Records	Section 1.02(e)
Excluded Liabilities	Section 1.03(b)
Financial Statements	Section 3.04(a)
Fraud Claims	Section 7.04(a)
Fundamental Representations	Section 7.05(a)(i)(B)
Hunting Collaboration Customer A/R	Section 5.07
Hunting Collaboration Unearned Royalties	Section 5.07
Hunting Collaboration Unpaid Royalties	Section 5.07
Improvements	Section 3.06(d)
Indemnified Party	Section 7.03(a)
Indemnifying Party	Section 7.03(a)
Indemnity Notice	Section 7.03(b)(i)
Inventory	Section 1.01(e)

IP Assignment	Section 2.02(c)
IP Disbursement	Section 1.08
K. Gerbino	Preamble
Lease Assignments	Section 2.02(b)
Live Oil Shareholder Settlement Agreement	Section 2.02(l)
M. Carroll	Preamble
Multiemployer Plan	Section 3.12
Paid-Off Debt	Section 1.06
Party or Parties	Preamble
Pre-Closing Property Taxes	Section 6.01
Privacy Obligations	Section 3.10(f)
Purchase Price	Section 1.05
Purchase Price Cap	Section 7.04(b)
Purchaser	Preamble
Real Property Laws	Section 3.06(c)
Reference Balance Sheet Date	Section 3.04(a)(i)
Registered IP	Section 3.10(a)
Royalty Agreement	Section 2.02(d)
Seller	Preamble
Seller Equityholder(s)	Preamble
Seller Party or Seller Parties	Preamble
Service Provider(s)	Section 3.10(f)
Sheehy Settlement Agreement	Section 2.02(l)
Tangible Personal Property	Section 1.01(a)
Transfer Taxes	Section 6.02

**Exhibit B-1:  
Historical Financial Statements**

[see attached]

**Titan Oil Recovery**  
**Profit & Loss Statement**  
**Years Ended December 31, 2024, 2023 & 2022**  
**Unaudited**

**Confidential**

	Year Ended December 31, 2024	Year Ended December 31, 2023	Year Ended December 31, 2022
<b>Service Revenue &amp; Collaboration Income</b>	\$ 1,082,632	\$ 893,402	\$ 539,013
<b>Operating and G &amp; A Expenses:</b>			
Operations & Lab	\$ 412,554	\$ 164,398	\$ 523,266
Administrative Salaries & Payroll	347,153	414,185	378,953
Rent and Utilities	148,951	113,352	116,318
Insurance	60,889	58,907	55,289
Interest	951,664	851,089	829,105
Phone & Comm	3,463	853	1,055
Travel & Entertainment	11,751	30,508	19,070
Legal	120,901	69,809	65,362
Accounting	40,650	38,836	11,981
Contract Services	24,647	47,150	1,500
Administrative Consulting	287,789	317,190	392,601
Supplies	1,801	2,605	5,120
Postage and Shipping	4,360	7,438	11,412
Printing	973	6,953	2,131
Depreciation & Amortization	6,704	10,293	9,754
Taxes	7,586	17,908	800
Advertising	16,314	98,655	23,635
Other	37,108	18,031	22,274
<b>Total Operating and G&amp;A Expenses</b>	<b>\$ 2,485,259</b>	<b>\$ 2,268,161</b>	<b>\$ 2,469,626</b>
R&D Expenses			
<b>Total Expenses</b>	<b>\$ 2,485,259</b>	<b>\$ 2,268,161</b>	<b>\$ 2,469,626</b>
<b>Other Income:</b>			
Monrovia Lease Cancellation			\$ 57,310
<b>Total Other Income</b>			<b>57,310</b>
<b>Net Income (Loss)</b>	<b>\$ (1,402,626)</b>	<b>\$ (1,374,759)</b>	<b>\$ (1,873,303)</b>

Note: Amounts are in whole dollars

The above financial statements materially understate the amounts owed to current and former employees and consultants to the Company in that late fees in Promissory Notes issued to such persons and entities were not reflected in the financial statements – in connection with the proposed sale of substantially all of the assets of the Company to an affiliate of Hunting PLC, such persons and entities waived such late fees. In addition, the amounts above reflect a liability for unpaid severance - the recipient of such severance has agree to waive it

The Notes below refer to the balance sheets

[1] These are amounts owed to two members of the management team for short-term loans made to the company.

[2] These are amounts owed to certain shareholders of the company for the acquisition of the company's intellectual property assets.

[3] These are amounts payable to members of the management team and/or certain shareholders for compensation or for unreimbursed business expenses that were incurred on behalf of the company. These managers and shareholders have agreed to defer payment until the company's cash position improves. A portion of the total payable may be paid to members of the management team in Titan common stock.

## Titan Oil Recovery Balance Sheet Years Ended December 31, 2024, 2023 and 2022 Unaudited

### Confidential

	YTD		
	December 31, 2024	December 31, 2023	December 31, 2022
<b>Assets</b>			
Cash and Cash Equivalents	\$ 303,320	\$ 139,306	\$ 489,804
Accounts Receivable	221,246	89,700	189,402
Other Current Assets	38,520	39,019	532,074
<b>Total Current Assets</b>	<b>\$ 563,086</b>	<b>\$ 268,025</b>	<b>\$ 1,211,280</b>
Building and Equipment, net	14,750	21,454	27,795
Intangible Assets	-	-	-
Goodwill	2,706,954	2,706,954	2,706,954
<b>Total Assets</b>	<b>\$ 3,284,791</b>	<b>\$ 2,996,433</b>	<b>\$ 3,946,029</b>
<b>Liabilities and Shareholders' Equity</b>			
Current Liabilities:			
Accounts Payable (excludes employee/shareholder payables)	\$ 257,272	\$ 225,864	\$ 350,868
Accrued liabilities	617,381	617,381	617,381
Short-term Loan From Management [1]	68,138	53,757	56,214
Current Liability for Intellectual Property [2]	1,204,000	1,204,000	1,204,000
Merger Consideration Payable [2]	3,819,417	3,633,519	3,605,121
Payables to Management & Shareholders [3]	1,098,215	1,039,403	973,452
Other Current Liabilities	620,829	161,997	638,573
<b>Total Current Liabilities</b>	<b>\$ 7,685,252</b>	<b>\$ 6,935,922</b>	<b>\$ 7,445,609</b>
Long Term Liabilities:			
Deferred Compensation [3]	11,571,134	11,242,257	10,936,338
Deferred Consulting Fees [3]	1,566,409	1,490,169	1,417,640
Other Long Term Liabilities	1,510,174	1,745,467	1,980,801
Paycheck Protection Program Loan			
Long Term Liability for Intellectual Property [2]	3,318,799	3,339,799	3,369,799
Convertible Notes	545,554	250,000	250,000
Contingent Obligation for Royalties and Distribution Rights	1,500,000	1,500,000	1,500,000
<b>Total Long-term Liabilities</b>	<b>\$ 20,012,070</b>	<b>\$ 19,567,692</b>	<b>\$ 19,454,578</b>
<b>Total Liabilities</b>	<b>\$ 27,697,322</b>	<b>\$ 26,503,613</b>	<b>\$ 26,900,187</b>
Shareholders' Equity:			
Additional Paid-In Capital	\$ 5,632,316	\$ 5,632,316	\$ 5,632,316
Common Stock	32,203,248	32,203,248	32,203,248
Preferred A stock	12,700,150	12,700,150	12,700,150
Preferred B stock	4,447,771	4,447,771	4,447,771
Preferred C stock	2,637,134	2,139,857	1,342,850
Retained Earnings	(80,630,522)	(79,255,763)	(77,407,190)
Net Income (Loss)	(1,402,626)	(1,374,759)	(1,873,303)
<b>Total Shareholders' Equity</b>	<b>\$ (24,412,530)</b>	<b>\$ (23,507,180)</b>	<b>\$ (22,954,159)</b>
<b>Total Liabilities &amp; Shareholders' Equity</b>	<b>\$ 3,284,791</b>	<b>\$ 2,996,433</b>	<b>\$ 3,946,029</b>

Note: Amounts are in whole dollars

**Titan Oil Recovery**  
**Statement of Cash Flow**  
**Years Ended December 31, 2024, 2023 & 2022**  
**Unaudited**

**Confidential**

	Year Ended December 31, 2024	Year Ended December 31, 2023	Year Ended December 31, 2022
<b>Operating Activities:</b>			
Net Income (Loss)	\$ (1,402,626)	\$ (1,374,759)	\$ (1,873,303)
Adjustments to Net Loss:			
Depreciation and Amortization	6,704	10,293	9,754
Imputed Interest			
Stock-Based Compensation	-	-	-
Deferred Compensation	328,878	305,918	508,159
Deferred Consulting Fees	76,240	72,529	68,999
Short-term Loan & Accrued Interest Exchanged for Titan Stock	-	-	-
Stock-Based Payments for Services			
Forgiveness of PPP Loans			
Changes in Working Capital:			
(Incr.)/Decr. in Accounts Receivable	(131,546)	99,702	(137,233)
(Incr.)/Decr. in Other Current Assets	499	493,056	(465,613)
Incr./(Decr.) in Accounts Payable	31,408	(147,140)	(204,873)
Incr./(Decr.) in Short-term Loan	309,935	(2,457)	2,402
Incr./(Decr.) in Interest on Merger Cash Consideration	185,898	28,398	29,770
Incr./(Decr.) in Payables to Management & Shareholders	58,812	65,951	49,495
Incr./(Decr.) in Other Current Liabilities	458,832	(476,576)	127,748
<b>Net Cash Used in Operating Activities</b>	<b>\$ (76,968)</b>	<b>\$ (925,084)</b>	<b>\$ (1,884,695)</b>
<b>Investing Activities:</b>			
Capital Expenditures	\$ -	\$ (2,815)	\$ 6,939
<b>Net Cash Used in Investing Activities</b>	<b>\$ -</b>	<b>\$ (2,815)</b>	<b>\$ 6,939</b>
<b>Financing Activities:</b>			
Additional Capital	\$ 497,277	\$ 797,007	\$ 435,225
Loans			
Unearned Collaborative Income	(235,293)	(235,334)	1,882,353
Contingent Obligation for Royalties & Distribution Rights			
Payment of Long-Term Obligations	(21,000)	(9,001)	(9,001)
<b>Net Cash Provided by Financing Activities</b>	<b>\$ 240,983</b>	<b>\$ 552,672</b>	<b>\$ 2,308,577</b>
<b>Beginning Cash Balance</b>	<b>\$ 139,306</b>	<b>\$ 489,804</b>	<b>\$ 58,984</b>
Net Increase/(Decrease) in Cash	164,015	(375,228)	430,820
<b>Ending Cash Balance</b>	<b>\$ 303,321</b>	<b>\$ 114,576</b>	<b>\$ 489,804</b>

Note: Amounts are in whole dollars

**Exhibit B-2:  
Pro Forma Balance Sheet**

[see attached]

**Titan Oil Recovery**  
**Balance Sheet**  
**Post Transaction Pro Forma**  
**March 2025**  
**Unaudited**

**Confidential**

<b>Assets</b>	
Cash and Cash Equivalents	\$ 6,050,423
Escrow IP	\$ 3,500,000
Accounts Receivable	286,046
Other Current Assets	38,520
Total Current Assets	\$ 9,874,989
 Building and Equipment, net	 14,750
<b>Total Assets</b>	<b>\$ 9,889,740</b>
 <b>Liabilities and Shareholders' Equity</b>	
Current Liabilities:	
Accounts Payable (excludes employee/shareholder payables)	\$ 925,342
Accrued liabilities	376,907
Short-term Loan From Management	56,507
Payables to Management & Shareholders	591,832
Other Current Liabilities	620,829
Total Current Liabilities	\$ 2,571,417
Long Term Liabilities:	
Deferred Compensation	5,133,088
Deferred Consulting Fees	791,754
Convertible Notes	563,594
Total Long-term Liabilities	\$ 6,488,436
<b>Total Liabilities</b>	<b>\$ 9,059,853</b>
Shareholders' Equity:	
Additional Paid-In Capital	\$ 5,852,902
Common Stock	32,203,248
Preferred A stock	12,700,150
Preferred B stock	4,447,771
Preferred C stock	2,637,134
Retained Earnings	(84,196,624)
Net Income (Loss)	27,185,308
<b>Total Shareholders' Equity</b>	<b>\$ 829,887</b>
 <b>Total Liabilities &amp; Shareholders' Equity</b>	 <b>\$ 9,889,740</b>

**Exhibit C:  
Royalty Agreement**

[see attached]

## ROYALTY AGREEMENT

This Royalty Agreement (this “**Agreement**”) is entered into this [ ] day of [ ], 2025 (the “**Effective Date**”), by Hunting Energy Services Production Technology, Inc., a Delaware corporation (“**Hunting**”), and Titan Oil Recovery, Inc., a Delaware corporation (the “**Royalty Recipient**”). Hunting and Royalty Recipient are collectively referred to as the “**Parties**” and individually as a “**Party**.”

WHEREAS, Hunting, the Royalty Recipient and certain other parties entered into an Asset Purchase Agreement, dated as of even date herewith (the “**APA**”), for the acquisition by Hunting of certain assets of the Royalty Recipient related to the Business (as defined below); and

WHEREAS, in partial consideration under the APA, Hunting has agreed to pay the Royalty Recipient an ongoing royalty with respect to revenue received during the Term (as defined below) for providing the Covered Services (as defined below).

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

### I. DEFINITIONS

1.01 “**Affiliate**” of a Person means a Person that directly or indirectly, through one or more intermediaries, controls, is controlled by, or is under common control with, the first mentioned Person. For purposes of this definition “control” means, (including, with correlative meaning, the terms “controlling,” “controlled by” and “under common control with”) with respect to any Person, the possession, directly or indirectly, of the power to direct or cause the direction of the management, policies, or investment decisions of such Person, whether through the ownership of voting securities, by contract or otherwise. With respect to any natural Person, the term Affiliate shall also include any member of said Person’s immediate family, any family limited partnership for said Person and any trust, voting or otherwise, of which said Person is a trustee or of which said Person or any of said Person’s immediate family is a beneficiary. With respect to any trust, the term Affiliate shall also include any beneficiary or trustee of such trust.

1.02 “**Business**” means the business of providing enhanced oil recovery services from existing onshore and offshore oil fields.

1.03 “**Business Day**” means any day other than: (a) a Saturday, Sunday or federal holiday or (b) a day on which commercial banks in Houston, Texas or Los Angeles, California are authorized or required to be closed.

1.04 “**Calendar Quarter**” means the three-month periods ending March 31, June 30, September 30, and December 31 of each year.

1.05 “**Confidential Information**” means all non-public, confidential, proprietary or secret information, regardless of whether written or electronic or tangible or intangible, disclosed by or on behalf of Hunting or its Affiliate to the Royalty Recipient and that is either marked as

“Confidential” or the Royalty Recipient reasonably should know is considered confidential by Hunting and third party information that Hunting or its Affiliate is contractually required to maintain confidential. Information shall no longer be considered Confidential Information if it is established through contemporaneous written evidence that such information (i) is known or becomes (and then only after such later date) known to the general public through no fault of the Royalty Recipient or its Representatives, (ii) is received by the Royalty Recipient from a third party without any obligation of confidentiality, and then only after such date, (iii) is in the possession of the Royalty Recipient on a non-confidential basis prior to the disclosure by or on behalf of Hunting or its Affiliate, or (iv) is independently developed by the Royalty Recipient without any reference to or use of the Confidential Information and then only after such later date. For avoidance of doubt, all information contained in any Royalty Report required by Section 2.05, information obtained as a result of an audit provided for by Section 2.06, or confidential information related to the Business that was acquired by Hunting pursuant to the APA shall be considered Confidential Information under this Agreement.

1.06 “**Covered Services**” means services using the Titan Process or the Titan Process Assets.

1.07 “**Net Revenues**” means the revenue actually received from a Third Party by Hunting or its Affiliate for providing the Covered Services, less any (a) discounts, refunds, credits, rebates, and other allowances allowed or taken; and (b) sales, use, value added, tariffs, turnover, and similar taxes and customs duties. Net Revenues shall not include any revenues received for any separately itemized goods or services that are not expressly for the Covered Services. Notwithstanding the foregoing two (2) sentences or anything else to the contrary in this Agreement, “Net Revenues” hereunder shall be subject to the provisions of Section 5.11(b) below.

1.08 “**Person**” means an individual, a partnership, a limited liability company, a corporation, an association, a joint stock company, a trust, a joint venture, an unincorporated organization or any other entity or governmental entity.

1.09 “**Third Party**” means any Person that is not (a) a Party, (b) an Affiliate of a Party, or (c) an equity interest holder in a Party or an Affiliate of a Party.

1.10 “**Titan Process**” means the proprietary process, including know-how and trade secrets, which analyses and accesses resident microbes within a subsurface geologic structure and selectively stimulates that microbial community with specialized nutrient materials for the purpose of controlling and reducing Hydrogen Sulphide (H<sub>2</sub>S) levels, improving producer well(s) productivity index (PI) and increasing both current oil production and ultimate oil recovery from the field(s).

1.11 “**Titan Process Assets**” means the Titan Process and any Intellectual Property (as defined in the APA) necessary for carrying out the Titan Process, including all Intellectual Property purchased from the Royalty Recipient pursuant to the APA.

1.12 Other defined terms are defined elsewhere in this Agreement.

## II. ROYALTIES

2.01 Royalties by Hunting. Hunting agrees to pay the Royalty Recipient a running royalty in the amount of fifteen percent (15%) of Net Revenues received by Hunting or its Affiliate from a Third Party during the Term for providing Covered Services.

2.02 Payment. The royalties owed to the Royalty Recipient by Hunting under this Agreement shall accrue upon the date of receipt by Hunting or its Affiliate of the Net Revenues and will be paid to the Royalty Recipient no later than thirty (30) days following the end of the Calendar Quarter in which such Net Revenues were received.

2.03 Deductions. Hunting shall have the right to deduct from all royalties otherwise due under this Agreement any (i) amounts owed by the Royalty Recipient or its Affiliates to Hunting or its Affiliates under the APA or the other Transaction Documents (as defined in the APA), including pursuant to Section 1.06, Section 1.08, Section 5.02, Article VI and Article VII of the APA; (ii) amounts owed by the Royalty Recipient or its Affiliates to a Third Party or other Person (including the Escrow Agent (as defined in the APA)) with respect to the Business, the Assets (as defined in the APA) or the transactions contemplated by the APA, including pursuant to Section 1.03(b), Section 1.06, Section 1.08, Section 5.03, Article VI, and Article VII of the APA; and (iii) amounts adjudged or agreed to be paid by Hunting or its Affiliate to a Third Party or an Affiliate of the Royalty Recipient for use of proprietary rights needed to perform the Covered Services or based upon a claim that Hunting did not acquire all rights, title and interest to the Assets (as defined in the APA) acquired from the Royalty Recipient pursuant to the APA that are necessary to perform the Covered Services.

2.04 Electronic Payments. Regarding payments in the form of wire transfers or any other electronic funds transfers: (a) the Royalty Recipient is hereby notified that in providing any payment or routing instructions to Hunting, Hunting will rely on the accuracy of the instructions provided by the Royalty Recipient, or purportedly provided by the Royalty Recipient, particularly the account, routing and/or transit numbers; (b) Hunting will have no liability for losses resulting from errors in payment instructions or from the Royalty Recipient's failure to prevent unauthorized communications from its systems, including electronic mail or other communication systems; (c) the Royalty Recipient is required to use extraordinary care in providing electronic funds transfer instructions to Hunting and to ensure that the Royalty Recipient's systems, including electronic mail or other communication systems, are properly secured to prevent any unauthorized communications; including the prevention of "spoofing" by Third Parties; and (d) in the event that any such payment to the Royalty Recipient requires an intermediary or corresponding bank to process the wire transfer or other electronic funds transfer, the Royalty Recipient authorizes such bank to deduct its fees from the payment and such fees will be on the Royalty Recipient's account.

2.05 Royalty Report. Each payment to the Royalty Recipient shall be accompanied by a royalty report (a "**Royalty Report**") setting forth in reasonable detail the basis of calculating the royalty due to the Royalty Recipient, including but not limited to, identifying the quantity of the Covered Services that were provided pursuant to Section 2.01 and the Net Revenue derived by Hunting or its Affiliates from such sales; *provided, however*, that Hunting shall not be required to provide a Royalty Report to the Royalty Recipient for any Calendar Quarter in which

no payment for the Covered Products was received by Hunting or its Affiliates. Royalty Reports and payments shall be remitted to the address set forth in Section 5.08, unless and until the Royalty Recipient gives Hunting written notice of an updated address.

2.06 Recordkeeping; Audit Rights. During the Term, Hunting agrees to keep accurate books and records relating to the sale and provision of the Covered Services. Such books and records shall be maintained in sufficient detail to be able to readily determine the provision of the Covered Services and calculate the royalty due. The Royalty Recipient has the right to retain an independent auditor to audit all such books and records upon fifteen (15) Business Days' prior written notice, so long as the independent auditor is bound by a non-disclosure agreement that only allows the disclosure of its conclusions to the Parties and to their respective accountants, counsel, and financial advisors. The audit shall not unreasonably interfere with Hunting's or its Affiliates' businesses. The Royalty Recipient shall not have the right to audit such books and records of Hunting more than once a year. The cost of any such audit shall be borne by the Royalty Recipient unless such audit reveals underpayment of royalties of twenty percent (20%) or more during the audited period, in which case Hunting shall bear the cost of such audit. Any information obtained by the Royalty Recipient or its Representatives through an audit, or otherwise contained in a Royalty Report delivered under Section 2.05, shall be maintained in confidence by the Royalty Recipient and such Representatives. If such audit reveals an underpayment of royalties, then Hunting shall pay to the Royalty Recipient royalties in the amount of such underpayments within thirty (30) days after the date such underpayment is agreed to by the Parties.

#### 2.07 Purchase Option.

(a) Triggering of Option. In the event that Hunting ceases, directly or indirectly, to both market and provide the Covered Services during the Term without an intent to resume such marketing and provision, then Hunting shall provide Royalty Recipient a written notice of the same (the "**Option Notice**"). Alternatively, in the event that Royalty Recipient has not received any royalties hereunder and has not received a Royalty Report indicating that, but for deductions pursuant to Section 2.03, Royalty Recipient would have received royalties hereunder, for any three (3) consecutive Calendar Quarters during the Term, then Royalty Recipient may deliver to Hunting an Option Notice.

(b) Exercise of Option. If an Option Notice is delivered pursuant to Section 2.07(a) above, then Royalty Recipient, during the ninety (90) days following the date of the Option Notice, shall have the right to exercise an option to purchase the Titan Process Assets from Hunting, for the price set forth in this Section 2.07(b), by providing a written notice of such election to Hunting within ninety (90) days following the date of the Option Notice (an "**Exercise Notice**"). If (and only if) Royalty Recipient timely provides an Exercise Notice, the Parties shall use commercially reasonable efforts to negotiate a mutually agreeable purchase price and purchase agreement for the Titan Process Assets. In the event that, despite the Parties' commercially reasonable efforts, (i) the Parties are unable to mutually agree on a purchase price for the Titan Process Assets within one hundred twenty (120) days following the Exercise Notice, then the Parties shall mutually identify a third-party appraiser who will independently determine the fair market value of

the Titan Process Assets, such valuation to be binding on the Parties; and/or (ii) the Parties are unable to mutually agree on the other terms and conditions of the purchase agreement within one hundred fifty (150) days following the Exercise Notice, then Purchaser shall (at its election) be permitted to retain the Titan Process Assets or market them to third parties.

(c) Termination of Option. For the avoidance of doubt, the rights and obligations set forth in this Section 2.07 shall terminate when this Agreement terminates.

### III. TERM AND TERMINATION

3.01 Term. The term of this agreement (the “**Term**”) shall start on the Effective Date and continue for fifteen (15) years unless terminated earlier pursuant to the provisions herein.

3.02 Material Breach. In the event that a Party (the “**Breaching Party**”) has materially breached or defaulted in the performance of any of its material obligations hereunder, and the same results in or would reasonably be expected to result in material damages or injury to the other Party (the “**Harmed Party**”), the Harmed Party may terminate this Agreement by providing at least sixty (60) days' prior written notice to the Breaching Party referencing this Section 3.02 and specifying such breach or default. Any termination shall become effective at the end of such sixty (60) day period unless the Breaching Party (or any other Person on its behalf) has cured any such breach or default (or given reasonable assurances that a breach that cannot be cured will not reoccur) prior to the expiration of the sixty (60) day period.

3.03 Survival. This Section 3.03, Article IV (with respect to Confidential Information disclosed prior to termination), Article V and any other provision that by its terms survives termination, shall survive any termination or expiration of this Agreement.

### IV. CONFIDENTIALITY

4.01 Nondisclosure or Use. The Royalty Recipient agrees to retain in confidence, and to require its Affiliates and its and their respective employees, consultants, representatives, and agents, if any (collectively, its “**Representatives**”), to retain in confidence, all of the Confidential Information. The Royalty Recipient further agrees that it will not use or disclose to any Third Party, or permit the use of or disclosure to any Third Party, any of the Confidential Information. In making such Confidential Information available to its Representatives, the Royalty Recipient shall take all precautions necessary to safeguard the Confidential Information and to ensure that its Representatives use the Confidential Information only as permitted by this Agreement, and the Royalty Recipient shall be responsible for any breach of this Agreement by any of its Representatives. All Confidential Information disclosed under this Agreement shall be and remain the property of Hunting and/or its Affiliates (as applicable), and nothing contained in this Agreement shall be construed as granting or conferring any rights to such Confidential Information on the Royalty Recipient or its Representatives.

4.02 Governmental Subpoena. In the event that the Royalty Recipient or its Representative is requested or required to disclose any of the Confidential Information in any proceeding or to any governmental agency, Recipient agrees to give Hunting prompt written notice of such request and the documents requested thereby and assist Hunting in seeking any appropriate protective order or other confidential treatment of the Confidential Information. It is

further agreed that if, in the absence of a protective order, the Royalty Recipient or its Representative is nonetheless, in the written opinion of its outside counsel, compelled to disclose the Confidential Information to any tribunal or else stand liable for contempt or suffer other censure or penalty, the Royalty Recipient or such Representative may disclose such information to such tribunal without liability hereunder; *provided, however*, that the Royalty Recipient must give Hunting written notice of the information to be disclosed (including copies of the relevant portions of the relevant documents) as far in advance of its disclosure as is practicable, use all reasonable efforts to limit any such disclosure to the precise terms of such requirement and use all reasonable efforts to obtain an order or other reliable assurance that confidential treatment will be accorded to such information.

4.03 Return of Confidential Information. In the event of the termination of this Agreement or upon Hunting's request at any time, the Royalty Recipient shall, and shall cause its Representatives to, immediately deliver to Hunting or destroy (at the Royalty Recipient's election and with any such delivery or destruction confirmed by the Royalty Recipient in writing to Hunting) any and all documents, records or other materials containing Confidential Information. This provision shall not require the return or destruction of Confidential Information that the Royalty Recipient is required by applicable laws to maintain during the required period or backups of electronically stored information that is not reasonably accessible and is only maintained for a limited period of time. The return, destruction or retention of documents provided for in this Agreement shall in no way obviate the obligations of the Royalty Recipient and its Representatives to maintain the confidentiality of the information contained therein as provided for in this Agreement until such information is no longer Confidential Information.

## V. MISCELLANEOUS

5.01 Amendments; Waivers. This Agreement may only be amended if such amendment is set forth in a writing executed by all of the Parties. No failure by any Party to insist upon the strict performance of any covenant, duty, agreement, or condition of this Agreement or to exercise any right or remedy with respect to a breach thereof shall constitute a waiver of any such breach, right or remedy or any other covenant, duty, agreement, or condition. The waiver by any Party hereto of a breach of any provision of this Agreement shall not operate or be construed a waiver of any subsequent breach.

5.02 Certain Interpretative Matters. The terms "hereof," "herein" and "hereunder" and terms of similar import will refer to this Agreement as a whole and not to any particular provision of this Agreement. Article, Section, clause and subsection references contained in this Agreement are references to Articles, Sections, clauses and subsections in or attached to this Agreement, unless otherwise specified. The headings of the articles and sections of this Agreement are inserted for convenience only and shall not be deemed to constitute part of this Agreement or to affect the construction hereof. Each defined term used in this Agreement has a comparable meaning when used in its plural or singular form. Whenever the terms "include" or "including" are used in this Agreement (whether or not such terms are followed by the phrase "but not limited to" or "without limitation" or words of similar effect) in connection with a listing of items within a particular classification, that listing will be interpreted to be illustrative only and will not be interpreted as a limitation on, or an exclusive listing of, the items within that

classification. Each reference in this Agreement to any applicable laws will be deemed to include such applicable laws as hereafter may be amended, supplemented, or modified from time to time and any successor thereto, unless such treatment would be contrary to the express terms of this Agreement. Any rule of law or any legal decision that would require interpretation of any ambiguities in this Agreement against any Party that drafted it is of no application and is hereby expressly waived.

5.03 Counterparts. This Agreement may be executed and delivered (including by facsimile or electronic portable document (PDF) transmission) in one or more counterparts, all of which shall be considered one and the same agreement and shall become effective when one or more counterparts have been signed by each of the Parties and delivered to the other Parties, it being understood that all Parties need not sign the same counterpart.

5.04 Dispute Resolution. Notwithstanding anything to the contrary in the APA, to the extent that any claim, action, dispute, or controversy arises under or in connection with this Agreement, the Parties shall agree to nonbinding mediation. Within ten (10) days after notice by one Party of a request for mediation, the Parties shall mutually appoint a single mediator to assist in the resolution of the dispute. Mediation proceedings shall commence no later than twenty (20) days following the request for mediation. Neither Party shall initiate a lawsuit or other proceeding until either the mediator certifies that no resolution can be reached or until sixty (60) days have passed since the request for mediation and no resolution has been reached. The Parties agree that any applicable statute of limitations shall be tolled with respect to a claim noticed under this Section 5.04 during the period of such negotiations and mediation.

5.05 Entire Agreement. This Agreement, along with the APA and the other Transaction Documents (as defined in the APA), constitutes the entire agreement and supersedes all prior agreements and understandings, both written and oral, among the Parties with respect to the subject matter hereof.

5.06 Expenses. Except as otherwise expressly provided herein or in the APA, all costs and expenses (including the fees and disbursements of legal counsel, investment advisers, and auditors) incurred in connection with this Agreement and the transactions contemplated hereby shall be paid by the Party incurring such expenses.

5.07 Governing Law; Jurisdiction and Venue; Waiver of Jury Trial. THIS AGREEMENT, AND ALL CLAIMS OR CAUSES OF ACTION (WHETHER IN CONTRACT OR TORT) THAT MAY BE BASED UPON, ARISE OUT OF, OR RELATE TO THIS AGREEMENT, OR THE NEGOTIATION, EXECUTION, OR PERFORMANCE OF THIS AGREEMENT, AND THE LEGAL RELATIONS AMONG THE PARTIES SHALL BE GOVERNED AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF DELAWARE, EXCLUDING ANY CONFLICT OF LAW RULE OR PRINCIPLE THAT MIGHT REFER CONSTRUCTION OF SUCH PROVISION TO THE LAWS OF ANOTHER JURISDICTION. SUBJECT TO SECTION 5.04, THE PARTIES FURTHER AGREE THAT THE EXCLUSIVE AND SOLE VENUE FOR ANY DISPUTE BETWEEN OR AMONG THE PARTIES RELATING TO THIS AGREEMENT, INCLUDING ALL CLAIMS OR CAUSES OF ACTION (WHETHER IN CONTRACT OR TORT) THAT MAY BE BASED UPON, ARISE OUT OF, OR RELATE TO THIS AGREEMENT, OR THE NEGOTIATION,

EXECUTION, OR PERFORMANCE OF THIS AGREEMENT, AND THE LEGAL RELATIONS AMONG THE PARTIES, SHALL BE THE COURT OF CHANCERY OF THE STATE OF DELAWARE; *PROVIDED* THAT, IF JURISDICTION IS NOT THEN AVAILABLE IN THE COURT OF CHANCERY OF THE STATE OF DELAWARE, THEN ANY SUCH CLAIM MAY BE BROUGHT IN ANY FEDERAL COURT LOCATED IN THE STATE OF DELAWARE OR ANY OTHER DELAWARE STATE COURT. ALL OF THE PARTIES CONSENT TO JURISDICTION AND VENUE OF SUCH COURTS AND FURTHER IRREVOCABLY WAIVE THE RIGHT TO BRING SUCH ACTION IN A COURT OTHER THAN THE AFOREMENTIONED COURTS. EACH PARTY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY DISPUTE.

The Parties agree that irreparable damage may occur in the event that either Section 2.07 or Article IV hereof was not performed in accordance with the terms thereof, it may and may continue to be difficult to ascertain the nature, scope and extent of such harm, and a remedy at law for such failure or breach may be inadequate. Accordingly, the Parties shall be entitled to seek specific performance of the provisions of Section 2.07 and Article IV hereof, in addition to any other remedy set forth herein, or available at law or in equity. Notwithstanding the procedures set forth in Section 5.04 above, the Parties may seek preliminary injunctive relief in the venue specified in this Section 5.07 in connection with alleged breaches of Section 2.07 and/or Article IV.

5.08 Notices. All notices and other communications required or permitted hereunder will be in writing and, unless otherwise provided in this Agreement, will be deemed to have been duly given (a) when delivered in person, (b) when transmitted and received by email during normal business hours, or if transmitted after normal business hours, on the next Business Day, or (c) when delivered after having been dispatched by a nationally recognized overnight courier service, in each case, to the appropriate Party at the address or email address specified below or to such other address or email address as any such Party may from time to time designate as to itself by like notice:

If to Hunting:

Hunting Energy Services Production Technology, Inc.  
16825 Northchase Drive, Suite 600  
Houston, Texas 77060  
Attention: Sid Harper  
Email: Sid.Harper@Hunting-intl.com

with a copy to (which shall not constitute notice):

Troutman Pepper Locke LLP  
600 Travis Street, Suite 2800  
Houston, Texas 77002  
Attention: Joe Perillo; Lauren Corbeil Clarke  
Email: joe.perillo@troutman.com; Lauren.CorbeilClarke@troutman.com

If to the Royalty Recipient:

Titan Oil Recovery, Inc.  
9595 Wilshire Blvd # 412  
Beverly Hills, CA 90212  
Attention: Kenneth Gerbino  
Email: [kgerbino@titanoilrecovery.com]<sup>1</sup>

with a copy to (which shall not constitute notice):

Westerman Ball Ederer Miller Zucker & Sharfstein, LLP  
1201 RXR Plaza  
Uniondale, New York 11556  
Attention: Alan C. Ederer  
Email: aederer@westermanllp.com

5.09 No Partnership. This Agreement does not give rise now or in the future to an agency or partnership relationship among Hunting and its Affiliates, on one hand, and the Royalty Recipient and its Affiliates, on the other hand. It is not the intention of the Parties to form, and nothing in this Agreement shall be construed as forming, a partnership or joint venture among Hunting and the Royalty Recipient, and their respective Affiliates. Each Party agrees that Hunting, on one hand, and the Royalty Recipient, on the other hand, have not been, are not and will not be a fiduciary, partner or joint venturer to the other or to any of Hunting's or the Royalty Recipient's Affiliates, as applicable, and each Party agrees not to assert that Hunting, on one hand, and Royalty Recipient, on the other hand, have ever acted as a fiduciary with respect to any aspect of the activities contemplated hereby.

5.10 Severability. If any term or other provision of this Agreement is invalid, illegal or incapable of being enforced by any applicable laws or public policy, all other conditions and provisions of this Agreement shall nevertheless remain in full force and effect so long as the economic or legal substance of the transactions contemplated hereby is not affected in any manner materially adverse to any Party. Upon such determination that any term or other provision of this Agreement is invalid, illegal or incapable of being enforced, the Parties shall negotiate in good faith to modify this Agreement so as to effect the original intent of the Parties as closely as possible in an acceptable manner to the end that the transactions contemplated hereby are fulfilled to the extent possible.

#### 5.11 Successors and Assigns.

(a) The terms and conditions of this Agreement shall be binding upon and inure to the benefit of and be binding upon the Parties and their respective successors and permitted assigns. Neither this Agreement nor any rights, interests, duties, or obligations hereunder may be assigned by either Party (including any transfer by way of merger or operation of law) without

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<sup>1</sup> **Note:** Ken has requested the ability to use his "titanoilrecovery.com" e-mail address past closing until he is able to transition to a different e-mail address. – **Note to Titan:** As discussed between Hunting and Ken, Hunting expects Ken to set up a new personal email address prior to closing. Hunting is willing to provide automatic email forwarding from his Titan email address to his personal email address for a mutually agreeable period after closing.

the prior written consent of the other Party; *provided, however*, that Hunting may transfer and assign its rights and obligations under this Agreement without the prior written consent of the Royalty Recipient by way of collateral assignment to any bank, financing institution or other lender providing financing to Hunting now or in the future, to any Affiliate of Hunting, or to any successor to Hunting by merger, consolidation, reorganization, or direct or indirect sale of all or substantially all of Hunting's equity or assets related to this Agreement; *provided* that Hunting's successor will own, directly or indirectly, all or substantially all of the assets of Hunting related to this Agreement, including without limitation, the Assets (as defined in the APA).

(b) Notwithstanding the foregoing provisions of this Section 5.11, in the event that Hunting desires to sell or assign the Titan Process Assets to a Third Party (other than pursuant to Section 2.07 hereof), Hunting shall use commercially reasonable efforts to cause such proposed purchaser of the Titan Process Assets (the "**Purchaser**") to assume in writing, for the benefit of the Royalty Recipient, Hunting's Royalty obligations hereunder. In the event that the Purchaser is not willing to agree to assume Hunting's obligations hereunder, then Hunting shall deliver notice to Royalty Recipient of the material terms of the proposed sale to the Purchaser (such terms, the "**LOI**"). Royalty Recipient shall have a right of first refusal, exercisable within thirty (30) days following Royalty Recipient's receipt of the LOI, to purchase the applicable assets on the same terms set forth in the LOI. . If Royalty Recipient does not exercise such right of first refusal within such thirty (30) day period, then Hunting shall be permitted to sell such Titan Process Assets to the Purchaser, subject to the last sentence of this Section 5.11(b). In the event that the Purchaser agrees to assume Hunting's obligations hereunder, the proceeds received by Hunting from such sale of the Titan Process Assets shall not be considered Net Revenues for purposes of this Agreement and the Royalty Recipient shall continue to receive the Royalty hereunder. In the event that the Purchaser does not agree to assume Hunting's obligations hereunder and the Royalty Recipient does not exercise its right of first refusal in accordance with this Section 5.11(b), then the proceeds received by Hunting from such sale of the Titan Process Assets shall be considered Net Revenues for purposes of this Agreement.

5.12 Third Party Beneficiaries; No Recourse. Nothing in this Agreement is intended to confer any rights or remedies of any nature whatsoever under or by reason of this Agreement upon any Person other than the Parties and their respective successors and permitted assigns. This Agreement may only be enforced against, and any claims or causes of action that may be based upon, arise out of or relate to this Agreement, or the negotiation, execution or performance of this Agreement, may only be made against, the Parties and no other Person shall have any liability for any obligations or liabilities of the Parties or for any claim (whether in tort, contract or otherwise) based on, in respect of, or by reason of, the transactions contemplated hereby or thereby or in respect of any oral representations made or alleged to be made in connection herewith or therewith.

**[Signature Page Follows]**

IN WITNESS WHEREOF, this Agreement is executed by a duly authorized representative of each Party, each of whom affirms by his or her signature that he or she is in fact a representative of that Party who is duly authorized and empowered to enter into this Agreement on behalf of said Party, effective as of the Effective Date.

**HUNTING:**

HUNTING ENERGY SERVICES PRODUCTION  
TECHNOLOGY, INC.

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**ROYALTY RECIPIENT:**

TITAN OIL RECOVERY, INC.

By: \_\_\_\_\_  
Name: Kenneth J. Gerbino  
Title: Chief Executive Officer

**Exhibit D:  
Summary Capitalization Table**

[see attached]

**Titan Oil Recovery Cap Table Unaudited March 1, 2025**

Common shares		38,941,728
Preferred A		1,000,100
Preferred B		4,447,771
Preferred C (revised to \$1.00)		2,502,736
Total Issued Shares		46,892,335
Options: Directors and Employees		2,901,224
Warrants		1,777,299
2024 Convertible Bond Shares Possible		630,000
Possible Fully Diluted Total		52,200,858

**Exhibit E:  
Debt Settlements With Directors**

Type of Pre-Settlement Indebtedness	Kenneth J. Gerbino	Brian W.G. Marcotte	Colin Hill, PhD	Michael Carroll
Unreimbursed Business Expenses	\$63,935.89	\$496,167.46	N/A	\$0
Deferred Salary	N/A	\$2,266,000.00	\$660,500.00	\$605,350
Deferred Compensation	\$797,500.00	N/A	\$141,000.00	\$0
Management Loan – Principal	N/A	\$32,032	\$0	\$0
Accrued Interest on Deferred Payments	\$8,288.70 on unreimbursed business expenses  \$221,424.36 on deferred compensation  \$229,713.06 total	\$157,265.20 on unreimbursed business expenses  \$703,466.10 on deferred salary  \$860,731.30 total	\$100,527.30 on deferred salary  \$42,579.22 on deferred compensation  \$143,106.52 total	\$82,679.78 on deferred salary

Settlement Consideration				
Remaining Indebtedness Owed	\$701,800.00	\$1,994,080.00	\$705,320.00	\$532,708.00
Warrants of \$1.00 exercise price	95,700	271,920	96,180	72,642
Warrants of \$1.10 exercise price	229713	860,731	143,106	82,680

**Exhibit F:  
Special Committee and Board of Directors Resolutions**

[see attached]

Titan Oil Recovery, Inc.

Resolutions of the Special Committee and the Full Board of Directors for Hunting Transaction

**SALE OF ASSETS AND RELATED TRANSACTIONS**

**WHEREAS**, the board of directors (the “Board”) of Titan Oil Recovery, Inc., a Delaware corporation (the “Company”), has received and reviewed a copy of: (a) that certain Asset Purchase Agreement (together with all Annexes, Appendices, Exhibits and Schedules attached thereto or contemplated therein, the “Purchase Agreement”), by and among (i) Hunting Energy Services Production Technology, Inc., a Delaware corporation, as purchaser (“Purchaser”); (ii) the Company, as seller; and (iii) Kenneth J. Gerbino, an individual resident of the State of California (“K. Gerbino”), Dr. Colin K. Hill, Ph.D., an individual resident of the State of California (“Dr. Hill”), and Michael T. Carroll, an individual resident of the State of Texas (“M. Carroll”), pursuant to which the Company will sell to Purchaser substantially all of the assets of the Company and Purchaser will assume certain liabilities of the Company, in each case, in accordance with the terms and conditions of the Purchase Agreement, and (b) certain other documents, agreements, instruments and certificates contemplated thereby and therein or delivered by any party pursuant to any of the foregoing, including, without limitation, the Bill of Sale, the Lease Assignments, the IP Assignment, the Royalty Agreement, the Escrow Agreement, the Bios Settlement Agreement, the Sheehy Settlement Agreement and the Live Oil Shareholder Settlement Agreement, in each case, including all exhibits and schedules thereto (with the Purchase Agreement, collectively, the “Transaction Documents”). Capitalized terms used herein but not otherwise defined herein shall have the meanings ascribed to such terms in the Purchase Agreement;

**WHEREAS**, in connection with the consummation of the Asset Sale Transactions (as defined below), the Company is required to change its name from “Titan Oil Recovery, Inc.” to a name that is not similar to “Titan Oil Recovery” (or any derivation thereof); and

**WHEREAS**, the undersigned has determined that it is advisable, fair and in the best interests of the Company for the Company to change its name from “Titan Oil Recovery, Inc.” to “Koala Royalties, Inc.” and to make all requisite filings in each jurisdiction where the Company is registered to do business, including, without limitation, Delaware and California.

**NOW, THEREFORE, BE IT HEREBY:**

**RESOLVED**, that the form, terms and provisions of the Purchase Agreement and the other Transaction Documents, in each case in the form previously presented to the Board, including all exhibits and schedules thereto, the performance by the Company of its obligations under the Purchase Agreement and the other Transaction Documents, and the consummation of the transactions contemplated by the Purchase Agreement and the other Transaction Documents (collectively, the “Asset Sale Transactions”), be, and hereby are, adopted, approved and ratified in all respects and determined to be fair to, advisable and in the best interests of the Company, its stockholders and its other constituencies; and be it

**FURTHER RESOLVED**, that in furtherance of the Asset Sale Transactions, the Amendment to the Company's Amended and Restated Certificate of Incorporation of the Company and all other applicable name change filing(s) with the Secretary of State or applicable governmental authority in each jurisdiction where the Company is registered to do business, including, without limitation, California (collectively, the "Name Change Amendments"), in each case, a draft copy of which has been presented to the Board, are hereby approved, which such Name Change Amendments shall be filed with the applicable Secretary of State or other applicable governmental authority as soon as practical after the consummation of the Asset Sale Transactions; and be it

**FURTHER RESOLVED**, that the Board hereby recommends that the stockholders of the Company (the "Stockholders") approve the Asset Sale Transactions and the Name Change Amendments, and hereby directs that the Asset Sale Transactions and the adoption of the Name Change Amendments be submitted to a vote of the Stockholders; and be it

**FURTHER RESOLVED**, that, upon receipt of the approval of the Asset Sale Transactions and the Name Change Amendments by a majority of the Company's capital stock entitled to vote (voting together as a single class on an as-converted into Common Stock basis) (the "Stockholder Approval"), the Company be, and hereby is, authorized and empowered to perform all of its obligations under the Purchase Agreement and the Transaction Documents; and be it

**FURTHER RESOLVED**, that, upon receipt of the Stockholder Approval, the officers of the Company (each an "Authorized Person" or collectively, the "Authorized Persons") be, and each hereby is, acting alone, authorized on behalf of the Company: (i) to negotiate, execute, deliver and perform in the name and on behalf of the Company, the Purchase Agreement and the other Transaction Documents, with such changes therein or modifications, supplements or amendments thereto, which may be material, as any Authorized Person may approve, the execution and delivery of such changes, modifications, supplements and amendments being conclusive evidence, binding upon the Company, of such approval, and (ii) to take such other and further actions, in each case, as necessary, appropriate or advisable, to consummate the Asset Sale Transactions and the other transactions contemplated by the Transaction Documents, including to complete the closing under the Purchase Agreement and to otherwise carry out the purposes and intent of these resolutions; and be it

**FURTHER RESOLVED**, that, upon receipt of the Stockholder Approval, the Authorized Persons be, and each hereby is, acting alone, authorized on behalf of the Company, to file each Name Change Amendment with the applicable Secretary of State or other applicable governmental authority.

### **AMENDMENTS TO CERTIFICATES OF DESIGNATION**

**WHEREAS**, the Board has received and reviewed a copy of the form of amendments to the Certificates of Designation for each of the Company's Series A Preferred Stock and the Company's Series C Preferred Stock (the "Certificate of Designation Amendments").

**NOW, THEREFORE, BE IT HEREBY:**

**RESOLVED**, that the form, terms and provisions of each of the Certificate of Designation Amendments is hereby adopted, approved and ratified in all respects and in connection with the Closing of the Asset Sale Transactions, the Authorized Persons be, and each hereby is, acting alone, authorized on behalf of the Company to execute and file with the Delaware Secretary of State, the Certificate of Designation Amendments.

**CREDITOR SETTLEMENTS**

**WHEREAS**, the Board has received and reviewed a copy of the form of a Creditor Settlement Agreement (each a “Creditor Settlement Agreement” and collectively, the “Creditor Settlement Agreements”) to be entered into between the Company, on the one hand, and each of the following of the Company’s creditors that is also a current or former officer and/or director of the Company (or an affiliate of one or more such individuals), on the other hand: K. Gerbino, Brian W.G. Marcotte, Dr. Hill, M. Carroll, Carroll Consulting, the Estate of Brad Govreau, the Estate of Alan Sheehy, Steve Ramones and Lisa Ben Jacob (the “Affiliate Creditors”), each of whom is owed certain deferred compensation, unreimbursed business expenses, severance and/or interest on one or more of the foregoing.

**NOW, THEREFORE, BE IT HEREBY:**

**RESOLVED**, that the form, terms and provisions of the Creditor Settlement Agreements with each of the Affiliate Creditors, in the form previously presented to the Board, including all exhibits and schedules thereto, the performance by the Company of its obligations under the Creditor Settlement Agreements, and the consummation of the transactions contemplated by the Creditor Settlement Agreements (collectively, the “Creditors Settlement Transactions” and, with the Asset Sale Transactions, the “Transactions”), be, and hereby are, adopted, approved and ratified in all respects and determined to be fair to, advisable and in the best interests of the Company, its stockholders and its other constituencies; and be it

**FURTHER RESOLVED**, that the Authorized Persons be, and each hereby is, acting alone, authorized on behalf of the Company: (i) to negotiate, execute, deliver and perform in the name and on behalf of the Company, the Creditor Settlement Agreements with each of the Affiliate Creditors, with such changes therein or modifications, supplements or amendments thereto, which may be material, as any Authorized Person may approve, the execution and delivery of such changes, modifications, supplements and amendments being conclusive evidence, binding upon the Company, of such approval, and (ii) to take such other and further actions, in each case, as necessary, appropriate or advisable, to consummate the Creditors Settlement Transactions and the other transactions contemplated by the Creditor Settlement Agreements.

**WARRANTS**

**WHEREAS**, pursuant to each Creditor Settlement Agreement, the Company has agreed to issue to the Affiliate Creditors: (i) those certain warrants entitling the Affiliate Creditors to purchase an aggregate of 810,490 shares of the Company’s common stock for a purchase price of

\$1.00 per share; and (ii) those certain warrants entitling the Affiliate Creditors to purchase an aggregate of 1,957,636 shares of the Company's common stock for a purchase price of \$1.10 per share (collectively, the "Warrants").

**NOW, THEREFORE, BE IT HEREBY:**

**RESOLVED**, that the form, terms and provisions of the Warrants to be issued to each of the Affiliate Creditors upon the closing of the Transactions, in the form previously presented to the Board, the performance by the Company of its obligations under the Warrants, and the consummation of the transactions contemplated by the Warrants be, and hereby are, adopted, approved and ratified in all respects and determined to be fair to, advisable and in the best interests of the Company, its stockholders and its other constituencies; and be it

**FURTHER RESOLVED**, that the Authorized Persons be, and each hereby is, acting alone, authorized on behalf of the Company: (i) to negotiate, execute, deliver and perform in the name and on behalf of the Company, the Warrants to each of the Affiliate Creditors, with such changes therein or modifications, supplements or amendments thereto, which may be material, as any Authorized Person may approve, the execution and delivery of such changes, modifications, supplements and amendments being conclusive evidence, binding upon the Company, of such approval, and (ii) to take such other and further actions, in each case, as necessary, appropriate or advisable, to consummate the transactions contemplated by the Warrants; and be it

**FURTHER RESOLVED**, that an aggregate of 2,768,126 shares of the Company's common stock are reserved for issuance pursuant to the terms and conditions of the Warrants, and that the officers of the Company are authorized and directed to, upon the exercise of any such Warrant, sell and issue the shares of common stock for which such Warrant is being exercised for the consideration provided for in each such Warrant and otherwise upon the terms and conditions described therein; and be it

**GENERAL DIRECTIVES**

**FURTHER RESOLVED**, that in order to carry out the intent and effectuate the purposes of the foregoing resolutions, the Authorized Persons are hereby authorized and directed (i) to take all such further actions contemplated by the transactions authorized in the foregoing resolutions; (ii) to execute and deliver such further agreements, instruments, certificates, documents and other amendments relating thereto or contemplated therein or deemed necessary by the Board in order to carry out the transactions contemplated by the foregoing resolutions in the name of and on behalf of the Company; and (iii) to pay all such fees and expenses which shall, in the judgment of any such Authorized Person, be necessary, proper and advisable in connection therewith; and be it

**FURTHER RESOLVED**, that any acts of the Company, the Board, or any Authorized Person, for and on behalf of the Company, which acts would have been authorized by the foregoing resolutions except that such acts were taken prior to the adoption of such resolutions, are hereby severally authorized, ratified, confirmed, approved and adopted as acts in the name of the Company as of the date such actions were taken; and be it

**FURTHER RESOLVED**, that the omission from these resolutions of any agreement or other arrangement contemplated by any of the agreements or instruments described in the foregoing resolutions or any action to be taken in accordance with any requirements of any of the agreements or instruments described in the foregoing resolutions shall in no manner derogate from the authority of the Authorized Persons to take all actions necessary, desirable, advisable or appropriate to consummate, effectuate, carry out or further the transactions contemplated by and the intent and purposes of the foregoing resolutions; and be it

**FURTHER RESOLVED**, each of Authorized Persons is hereby authorized to certify to interested parties that these resolutions have been duly adopted, approved and ratified in all respects by the Board.

**Exhibit G:  
Written Consent of Stockholders**

[see attached]

**STOCKHOLDER CONSENT  
TITAN OIL RECOVERY, INC.**

The undersigned, being a stockholder (a “Stockholder”) of Titan Oil Recovery, Inc., a Delaware corporation (the “Company”), does hereby (i) waive the giving of any and all notice of an annual or special meeting of the stockholders of the Company and (ii) consent, pursuant to the Company’s Bylaws (as may be amended) and the Delaware General Corporation Law, to the adoption of the following resolutions in lieu of a meeting of the stockholders with the same force and effect as if such resolutions had been adopted at a duly convened annual or special meeting of the stockholders of the Company, effective as of the date listed on the signature page hereto:

1.     Approval of Asset Sale

**WHEREAS**, the board of directors of the Company (the “Board”) has authorized, approved and adopted (a) that certain Asset Purchase Agreement (the “Purchase Agreement”), by and among (i) Hunting Energy Services Production Technology, Inc., a Delaware corporation, as purchaser (“Purchaser”); (ii) the Company, as seller; and (iii) Kenneth J. Gerbino, an individual resident of the State of California, Dr. Colin K. Hill, Ph.D., an individual resident of the State of California, and Michael T. Carroll, an individual resident of the State of Texas, pursuant to which the Company will sell to Purchaser substantially all of the assets of the Company and Purchaser will assume certain liabilities of the Company, in each case, in accordance with the terms and conditions of the Purchase Agreement, and (b) certain other documents, agreements, instruments and certificates contemplated by the Purchase Agreement or delivered by any party pursuant to any of the foregoing, including all exhibits and schedules thereto (with the Purchase Agreement, collectively, the “Transaction Documents”);

**WHEREAS**, the Board, following the recommendation of its special committee appointed to review and consider the Purchase Agreement, the other Transaction Documents and the transactions contemplated therein and thereby, has declared that it is advisable, fair and in the best interests of the Company and the stockholders for the Company to enter into the Purchase Agreement and the other Transaction Agreements to which it is a party and to consummate the transactions contemplated thereby (the “Asset Sale”); and

**WHEREAS**, the undersigned has determined that it is advisable, fair and in the best interests of the Company for the Company to enter into the Purchase Agreement and the other Transaction Agreements to which it is a party and to consummate the Asset Sale.

**NOW, THEREFORE, BE IT RESOLVED**, that the form, terms and provisions of the Purchase Agreement and the other Transaction Documents, the performance by the Company of its obligations under the Purchase Agreement and the other Transaction Documents, and the consummation of the transactions contemplated in the Purchase Agreement and the other Transaction Documents, including without limitation, the Asset Sale, be and hereby are authorized, approved and adopted.

2. Approval of Amendment to the Company's Certificate of Incorporation

**WHEREAS**, in connection with the consummation of the Asset Sale, the Company is required to change its name from "Titan Oil Recovery, Inc." to a name that is not similar to "Titan Oil Recovery" (or any derivation thereof); and

**WHEREAS**, the undersigned has determined that it is advisable, fair and in the best interests of the Company for the Company to change its name from "Titan Oil Recovery, Inc." to "Koala Royalties, Inc." and to make all requisite filings in each jurisdiction where the Company is registered to do business, including, without limitation, Delaware and California.

**NOW, THEREFORE, BE IT RESOLVED**, that the Company is hereby authorized to change its name from "Titan Oil Recovery, Inc." to "Koala Royalties, Inc." by filing with the Delaware Secretary of State an amendment to the Company's Amended and Restated Certificate of Incorporation to effect such name change and by making the applicable name change filing(s) with the Secretary of State or applicable governmental authority in each jurisdiction where the Company is registered to do business, including, without limitation, California.

The completed and signed copy of this Stockholder Consent should be returned by PDF or other facsimile to each of: Kenneth Gerbino ([kgerbino@titanoilrecovery.com](mailto:kgerbino@titanoilrecovery.com)), Lisa Ben Jacob ([lbenjacob@titanoilrecovery.com](mailto:lbenjacob@titanoilrecovery.com)) and Alan C. Ederer, Esq. ([aederer@westermanllp.com](mailto:aederer@westermanllp.com)).

*[Signature Page Follows]*

**IN WITNESS WHEREOF**, the undersigned hereby consents to the foregoing resolutions effective as of the date set forth below.

**STOCKHOLDER:**

By: \_\_\_\_\_  
(Print name of Stockholder)

By: \_\_\_\_\_  
(Signature of Stockholder)

Name: \_\_\_\_\_  
(Please print name of signatory if Stockholder is an entity)

Title: \_\_\_\_\_  
(Please print title of signatory if Stockholder is an entity)

**Number of Shares of Company Capital Stock Owned:**

Common Stock: \_\_\_\_\_

Class A Preferred Stock: \_\_\_\_\_

Class B Preferred Stock: \_\_\_\_\_

Class C Preferred Stock: \_\_\_\_\_

Date: \_\_\_\_\_

The stockholder named above directs that the Company send any payments related to its shares of Company capital stock by check to the following address:

**Mailing Address:**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**Exhibit H:  
Payment Documentation**

[see attached]

Exhibit H

Payment Documentation

To: Stockholders of Titan Oil Recovery, Inc. (“Titan”)

The following pages constitute the “Payment Documents” referred to in and attached as Exhibit H to the letter from Titan to its stockholders (the “Information Statement”) regarding the sale of substantially all of Titan’s assets (the “Asset Sale”) to Hunting Energy Services Production Technology, Inc., a Delaware corporation, as purchaser. To receive the payments to which you may become entitled in respect to the Asset Sale (as described in the Information Statement), you must fill out, sign and return by PDF or facsimile to each of: Kenneth Gerbino ([kgerbino@titanoilrecovery.com](mailto:kgerbino@titanoilrecovery.com)), Lisa Ben Jacob ([lbenjacob@titanoilrecovery.com](mailto:lbenjacob@titanoilrecovery.com)) and Alan C. Ederer, Esq. ([aederer@westermanllp.com](mailto:aederer@westermanllp.com)):

1. The payment direction letter attached hereto, and
2. The IRS Form W-9 attached hereto

Please do not hesitate to reach out to Kenneth Gerbino ([kgerbino@titanoilrecovery.com](mailto:kgerbino@titanoilrecovery.com)) if you have any questions.

Payment Direction Letter

To: Titan Oil Recovery, Inc. (the “Company”)

The stockholder named below directs that the Company send any payments related to its shares of the Company’s capital stock by check to the address set forth below:

**STOCKHOLDER:**

By: \_\_\_\_\_  
(Print name of Stockholder)

By: \_\_\_\_\_  
(Signature of Stockholder)

Name: \_\_\_\_\_  
(Please print name of signatory if Stockholder is an entity)

Title: \_\_\_\_\_  
(Please print title of signatory if Stockholder is an entity)

**Number of Shares of Company Capital Stock Owned:**

Common Stock: \_\_\_\_\_

Class A Preferred Stock: \_\_\_\_\_

Class B Preferred Stock: \_\_\_\_\_

Class C Preferred Stock: \_\_\_\_\_

Date: \_\_\_\_\_

**Mailing Address:**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

IRS Form W-9

See attached.

# Request for Taxpayer Identification Number and Certification

Go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9) for instructions and the latest information.

**Give form to the  
requester. Do not  
send to the IRS.**

**Before you begin.** For guidance related to the purpose of Form W-9, see *Purpose of Form*, below.

<b>Print or type.</b>  <b>See Specific Instructions on page 3.</b>	<b>1</b>	Name of entity/individual. An entry is required. (For a sole proprietor or disregarded entity, enter the owner's name on line 1, and enter the business/disregarded entity's name on line 2.)		
	<b>2</b>	Business name/disregarded entity name, if different from above.		
	<b>3a</b>	Check the appropriate box for federal tax classification of the entity/individual whose name is entered on line 1. Check only <b>one</b> of the following seven boxes.		
	<input type="checkbox"/> Individual/sole proprietor <input type="checkbox"/> C corporation <input type="checkbox"/> S corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate <input type="checkbox"/> LLC. Enter the tax classification (C = C corporation, S = S corporation, P = Partnership) . . . . .		<b>4</b> Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from Foreign Account Tax Compliance Act (FATCA) reporting code (if any) _____	
	<b>3b</b> If on line 3a you checked "Partnership" or "Trust/estate," or checked "LLC" and entered "P" as its tax classification, and you are providing this form to a partnership, trust, or estate in which you have an ownership interest, check this box if you have any foreign partners, owners, or beneficiaries. See instructions . . . . . <input type="checkbox"/>		<i>(Applies to accounts maintained outside the United States.)</i>	
	<b>5</b>	Address (number, street, and apt. or suite no.). See instructions.		Requester's name and address (optional)
	<b>6</b>	City, state, and ZIP code		
<b>7</b>	List account number(s) here (optional)			

## Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

<b>Social security number</b>									
<b>or</b>									
<b>Employer identification number</b>									

**Note:** If the account is in more than one name, see the instructions for line 1. See also *What Name and Number To Give the Requester* for guidelines on whose number to enter.

## Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

**Certification instructions.** You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and, generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

<b>Sign Here</b>	Signature of U.S. person	Date
------------------	--------------------------	------

## General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

**Future developments.** For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9).

## What's New

Line 3a has been modified to clarify how a disregarded entity completes this line. An LLC that is a disregarded entity should check the appropriate box for the tax classification of its owner. Otherwise, it should check the "LLC" box and enter its appropriate tax classification.

New line 3b has been added to this form. A flow-through entity is required to complete this line to indicate that it has direct or indirect foreign partners, owners, or beneficiaries when it provides the Form W-9 to another flow-through entity in which it has an ownership interest. This change is intended to provide a flow-through entity with information regarding the status of its indirect foreign partners, owners, or beneficiaries, so that it can satisfy any applicable reporting requirements. For example, a partnership that has any indirect foreign partners may be required to complete Schedules K-2 and K-3. See the Partnership Instructions for Schedules K-2 and K-3 (Form 1065).

## Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS is giving you this form because they

must obtain your correct taxpayer identification number (TIN), which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid).
- Form 1099-DIV (dividends, including those from stocks or mutual funds).
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds).
- Form 1099-NEC (nonemployee compensation).
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers).
- Form 1099-S (proceeds from real estate transactions).
- Form 1099-K (merchant card and third-party network transactions).
- Form 1098 (home mortgage interest), 1098-E (student loan interest), and 1098-T (tuition).
- Form 1099-C (canceled debt).
- Form 1099-A (acquisition or abandonment of secured property).

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

**Caution:** If you don't return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See *What is backup withholding*, later.

**By signing the filled-out form**, you:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued);
2. Certify that you are not subject to backup withholding; or
3. Claim exemption from backup withholding if you are a U.S. exempt payee; and
4. Certify to your non-foreign status for purposes of withholding under chapter 3 or 4 of the Code (if applicable); and
5. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting is correct. See *What Is FATCA Reporting*, later, for further information.

**Note:** If you are a U.S. person and a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

**Definition of a U.S. person.** For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien;
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States;
- An estate (other than a foreign estate); or
- A domestic trust (as defined in Regulations section 301.7701-7).

**Establishing U.S. status for purposes of chapter 3 and chapter 4 withholding.** Payments made to foreign persons, including certain distributions, allocations of income, or transfers of sales proceeds, may be subject to withholding under chapter 3 or chapter 4 of the Code (sections 1441-1474). Under those rules, if a Form W-9 or other certification of non-foreign status has not been received, a withholding agent, transferee, or partnership (payor) generally applies presumption rules that may require the payor to withhold applicable tax from the recipient, owner, transferor, or partner (payee). See Pub. 515, *Withholding of Tax on Nonresident Aliens and Foreign Entities*.

The following persons must provide Form W-9 to the payor for purposes of establishing its non-foreign status.

- In the case of a disregarded entity with a U.S. owner, the U.S. owner of the disregarded entity and not the disregarded entity.
- In the case of a grantor trust with a U.S. grantor or other U.S. owner, generally, the U.S. grantor or other U.S. owner of the grantor trust and not the grantor trust.
- In the case of a U.S. trust (other than a grantor trust), the U.S. trust and not the beneficiaries of the trust.

See Pub. 515 for more information on providing a Form W-9 or a certification of non-foreign status to avoid withholding.

**Foreign person.** If you are a foreign person or the U.S. branch of a foreign bank that has elected to be treated as a U.S. person (under Regulations section 1.1441-1(b)(2)(iv) or other applicable section for chapter 3 or 4 purposes), do not use Form W-9. Instead, use the appropriate Form W-8 or Form 8233 (see Pub. 515). If you are a qualified foreign pension fund under Regulations section 1.897(l)-1(d), or a partnership that is wholly owned by qualified foreign pension funds, that is treated as a non-foreign person for purposes of section 1445 withholding, do not use Form W-9. Instead, use Form W-8EXP (or other certification of non-foreign status).

**Nonresident alien who becomes a resident alien.** Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a saving clause. Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the payee has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items.

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.
2. The treaty article addressing the income.
3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.
4. The type and amount of income that qualifies for the exemption from tax.
5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

**Example.** Article 20 of the U.S.-China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if their stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first Protocol) and is relying on this exception to claim an exemption from tax on their scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a nonresident alien or a foreign entity, give the requester the appropriate completed Form W-8 or Form 8233.

## Backup Withholding

**What is backup withholding?** Persons making certain payments to you must under certain conditions withhold and pay to the IRS 24% of such payments. This is called "backup withholding." Payments that may be subject to backup withholding include, but are not limited to, interest, tax-exempt interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, payments made in settlement of payment card and third-party network transactions, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

**Payments you receive will be subject to backup withholding if:**

1. You do not furnish your TIN to the requester;
2. You do not certify your TIN when required (see the instructions for Part II for details);
3. The IRS tells the requester that you furnished an incorrect TIN;
4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only); or
5. You do not certify to the requester that you are not subject to backup withholding, as described in item 4 under "*By signing the filled-out form*" above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See *Exempt payee code*, later, and the separate Instructions for the Requester of Form W-9 for more information.

See also *Establishing U.S. status for purposes of chapter 3 and chapter 4 withholding*, earlier.

## What Is FATCA Reporting?

The Foreign Account Tax Compliance Act (FATCA) requires a participating foreign financial institution to report all U.S. account holders that are specified U.S. persons. Certain payees are exempt from FATCA reporting. See *Exemption from FATCA reporting code*, later, and the Instructions for the Requester of Form W-9 for more information.

## Updating Your Information

You must provide updated information to any person to whom you claimed to be an exempt payee if you are no longer an exempt payee and anticipate receiving reportable payments in the future from this person. For example, you may need to provide updated information if you are a C corporation that elects to be an S corporation, or if you are no longer tax exempt. In addition, you must furnish a new Form W-9 if the name or TIN changes for the account, for example, if the grantor of a grantor trust dies.

## Penalties

**Failure to furnish TIN.** If you fail to furnish your correct TIN to a requester, you are subject to a penalty of \$50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

**Civil penalty for false information with respect to withholding.** If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a \$500 penalty.

**Criminal penalty for falsifying information.** Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

**Misuse of TINs.** If the requester discloses or uses TINs in violation of federal law, the requester may be subject to civil and criminal penalties.

## Specific Instructions

### Line 1

You must enter one of the following on this line; **do not** leave this line blank. The name should match the name on your tax return.

If this Form W-9 is for a joint account (other than an account maintained by a foreign financial institution (FFI)), list first, and then circle, the name of the person or entity whose number you entered in Part I of Form W-9. If you are providing Form W-9 to an FFI to document a joint account, each holder of the account that is a U.S. person must provide a Form W-9.

- **Individual.** Generally, enter the name shown on your tax return. If you have changed your last name without informing the Social Security Administration (SSA) of the name change, enter your first name, the last name as shown on your social security card, and your new last name.

**Note for ITIN applicant:** Enter your individual name as it was entered on your Form W-7 application, line 1a. This should also be the same as the name you entered on the Form 1040 you filed with your application.

- **Sole proprietor.** Enter your individual name as shown on your Form 1040 on line 1. Enter your business, trade, or “doing business as” (DBA) name on line 2.

- **Partnership, C corporation, S corporation, or LLC, other than a disregarded entity.** Enter the entity’s name as shown on the entity’s tax return on line 1 and any business, trade, or DBA name on line 2.

- **Other entities.** Enter your name as shown on required U.S. federal tax documents on line 1. This name should match the name shown on the charter or other legal document creating the entity. Enter any business, trade, or DBA name on line 2.

- **Disregarded entity.** In general, a business entity that has a single owner, including an LLC, and is not a corporation, is disregarded as an entity separate from its owner (a disregarded entity). See Regulations section 301.7701-2(c)(2). A disregarded entity should check the appropriate box for the tax classification of its owner. Enter the owner’s name on line 1. The name of the owner entered on line 1 should never be a disregarded entity. The name on line 1 should be the name shown on the income tax return on which the income should be reported. For

example, if a foreign LLC that is treated as a disregarded entity for U.S. federal tax purposes has a single owner that is a U.S. person, the U.S. owner’s name is required to be provided on line 1. If the direct owner of the entity is also a disregarded entity, enter the first owner that is not disregarded for federal tax purposes. Enter the disregarded entity’s name on line 2. If the owner of the disregarded entity is a foreign person, the owner must complete an appropriate Form W-8 instead of a Form W-9. This is the case even if the foreign person has a U.S. TIN.

### Line 2

If you have a business name, trade name, DBA name, or disregarded entity name, enter it on line 2.

### Line 3a

Check the appropriate box on line 3a for the U.S. federal tax classification of the person whose name is entered on line 1. Check only one box on line 3a.

IF the entity/individual on line 1 is a(n) . . .	THEN check the box for . . .
• Corporation	Corporation.
• Individual or • Sole proprietorship	Individual/sole proprietor.
• LLC classified as a partnership for U.S. federal tax purposes or • LLC that has filed Form 8832 or 2553 electing to be taxed as a corporation	Limited liability company and enter the appropriate tax classification: P = Partnership, C = C corporation, or S = S corporation.
• Partnership	Partnership.
• Trust/estate	Trust/estate.

### Line 3b

Check this box if you are a partnership (including an LLC classified as a partnership for U.S. federal tax purposes), trust, or estate that has any foreign partners, owners, or beneficiaries, and you are providing this form to a partnership, trust, or estate, in which you have an ownership interest. You must check the box on line 3b if you receive a Form W-8 (or documentary evidence) from any partner, owner, or beneficiary establishing foreign status or if you receive a Form W-9 from any partner, owner, or beneficiary that has checked the box on line 3b.

**Note:** A partnership that provides a Form W-9 and checks box 3b may be required to complete Schedules K-2 and K-3 (Form 1065). For more information, see the Partnership Instructions for Schedules K-2 and K-3 (Form 1065).

If you are required to complete line 3b but fail to do so, you may not receive the information necessary to file a correct information return with the IRS or furnish a correct payee statement to your partners or beneficiaries. See, for example, sections 6698, 6722, and 6724 for penalties that may apply.

### Line 4 Exemptions

If you are exempt from backup withholding and/or FATCA reporting, enter in the appropriate space on line 4 any code(s) that may apply to you.

#### Exempt payee code.

- Generally, individuals (including sole proprietors) are not exempt from backup withholding.
- Except as provided below, corporations are exempt from backup withholding for certain payments, including interest and dividends.
- Corporations are not exempt from backup withholding for payments made in settlement of payment card or third-party network transactions.
- Corporations are not exempt from backup withholding with respect to attorneys’ fees or gross proceeds paid to attorneys, and corporations that provide medical or health care services are not exempt with respect to payments reportable on Form 1099-MISC.

The following codes identify payees that are exempt from backup withholding. Enter the appropriate code in the space on line 4.

1—An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2).

- 2—The United States or any of its agencies or instrumentalities.
- 3—A state, the District of Columbia, a U.S. commonwealth or territory, or any of their political subdivisions or instrumentalities.
- 4—A foreign government or any of its political subdivisions, agencies, or instrumentalities.
- 5—A corporation.
- 6—A dealer in securities or commodities required to register in the United States, the District of Columbia, or a U.S. commonwealth or territory.
- 7—A futures commission merchant registered with the Commodity Futures Trading Commission.
- 8—A real estate investment trust.
- 9—An entity registered at all times during the tax year under the Investment Company Act of 1940.
- 10—A common trust fund operated by a bank under section 584(a).
- 11—A financial institution as defined under section 581.
- 12—A middleman known in the investment community as a nominee or custodian.
- 13—A trust exempt from tax under section 664 or described in section 4947.

The following chart shows types of payments that may be exempt from backup withholding. The chart applies to the exempt payees listed above, 1 through 13.

IF the payment is for . . .	THEN the payment is exempt for . . .
• Interest and dividend payments	All exempt payees except for 7.
• Broker transactions	Exempt payees 1 through 4 and 6 through 11 and all C corporations. S corporations must not enter an exempt payee code because they are exempt only for sales of noncovered securities acquired prior to 2012.
• Barter exchange transactions and patronage dividends	Exempt payees 1 through 4.
• Payments over \$600 required to be reported and direct sales over \$5,000 <sup>1</sup>	Generally, exempt payees 1 through 5. <sup>2</sup>
• Payments made in settlement of payment card or third-party network transactions	Exempt payees 1 through 4.

<sup>1</sup> See Form 1099-MISC, Miscellaneous Information, and its instructions.

<sup>2</sup> However, the following payments made to a corporation and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees, gross proceeds paid to an attorney reportable under section 6045(f), and payments for services paid by a federal executive agency.

**Exemption from FATCA reporting code.** The following codes identify payees that are exempt from reporting under FATCA. These codes apply to persons submitting this form for accounts maintained outside of the United States by certain foreign financial institutions. Therefore, if you are only submitting this form for an account you hold in the United States, you may leave this field blank. Consult with the person requesting this form if you are uncertain if the financial institution is subject to these requirements. A requester may indicate that a code is not required by providing you with a Form W-9 with "Not Applicable" (or any similar indication) entered on the line for a FATCA exemption code.

- A—An organization exempt from tax under section 501(a) or any individual retirement plan as defined in section 7701(a)(37).
- B—The United States or any of its agencies or instrumentalities.
- C—A state, the District of Columbia, a U.S. commonwealth or territory, or any of their political subdivisions or instrumentalities.
- D—A corporation the stock of which is regularly traded on one or more established securities markets, as described in Regulations section 1.1472-1(c)(1)(i).
- E—A corporation that is a member of the same expanded affiliated group as a corporation described in Regulations section 1.1472-1(c)(1)(i).

F—A dealer in securities, commodities, or derivative financial instruments (including notional principal contracts, futures, forwards, and options) that is registered as such under the laws of the United States or any state.

- G—A real estate investment trust.
- H—A regulated investment company as defined in section 851 or an entity registered at all times during the tax year under the Investment Company Act of 1940.
- I—A common trust fund as defined in section 584(a).
- J—A bank as defined in section 581.
- K—A broker.
- L—A trust exempt from tax under section 664 or described in section 4947(a)(1).
- M—A tax-exempt trust under a section 403(b) plan or section 457(g) plan.

**Note:** You may wish to consult with the financial institution requesting this form to determine whether the FATCA code and/or exempt payee code should be completed.

**Line 5**

Enter your address (number, street, and apartment or suite number). This is where the requester of this Form W-9 will mail your information returns. If this address differs from the one the requester already has on file, enter "NEW" at the top. If a new address is provided, there is still a chance the old address will be used until the payor changes your address in their records.

**Line 6**

Enter your city, state, and ZIP code.

**Part I. Taxpayer Identification Number (TIN)**

**Enter your TIN in the appropriate box.** If you are a resident alien and you do not have, and are not eligible to get, an SSN, your TIN is your IRS ITIN. Enter it in the entry space for the Social security number. If you do not have an ITIN, see *How to get a TIN* below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN.

If you are a single-member LLC that is disregarded as an entity separate from its owner, enter the owner's SSN (or EIN, if the owner has one). If the LLC is classified as a corporation or partnership, enter the entity's EIN.

**Note:** See *What Name and Number To Give the Requester*, later, for further clarification of name and TIN combinations.

**How to get a TIN.** If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local SSA office or get this form online at [www.SSA.gov](http://www.SSA.gov). You may also get this form by calling 800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at [www.irs.gov/EIN](http://www.irs.gov/EIN). Go to [www.irs.gov/Forms](http://www.irs.gov/Forms) to view, download, or print Form W-7 and/or Form SS-4. Or, you can go to [www.irs.gov/OrderForms](http://www.irs.gov/OrderForms) to place an order and have Form W-7 and/or Form SS-4 mailed to you within 15 business days.

If you are asked to complete Form W-9 but do not have a TIN, apply for a TIN and enter "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, you will generally have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

**Note:** Entering "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon. See also *Establishing U.S. status for purposes of chapter 3 and chapter 4 withholding*, earlier, for when you may instead be subject to withholding under chapter 3 or 4 of the Code.

**Caution:** A disregarded U.S. entity that has a foreign owner must use the appropriate Form W-8.

## Part II. Certification

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if item 1, 4, or 5 below indicates otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). In the case of a disregarded entity, the person identified on line 1 must sign. Exempt payees, see *Exempt payee code*, earlier.

**Signature requirements.** Complete the certification as indicated in items 1 through 5 below.

**1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983.** You must give your correct TIN, but you do not have to sign the certification.

**2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983.** You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.

**3. Real estate transactions.** You must sign the certification. You may cross out item 2 of the certification.

**4. Other payments.** You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments made in settlement of payment card and third-party network transactions, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).

**5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), ABLE accounts (under section 529A), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions.** You must give your correct TIN, but you do not have to sign the certification.

## What Name and Number To Give the Requester

For this type of account:	Give name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account) other than an account maintained by an FFI	The actual owner of the account or, if combined funds, the first individual on the account <sup>1</sup>
3. Two or more U.S. persons (joint account maintained by an FFI)	Each holder of the account
4. Custodial account of a minor (Uniform Gift to Minors Act)	The minor <sup>2</sup>
5. a. The usual revocable savings trust (grantor is also trustee)	The grantor-trustee <sup>1</sup>
b. So-called trust account that is not a legal or valid trust under state law	The actual owner <sup>1</sup>
6. Sole proprietorship or disregarded entity owned by an individual	The owner <sup>3</sup>
7. Grantor trust filing under Optional Filing Method 1 (see Regulations section 1.671-4(b)(2)(i)(A))**	The grantor*

For this type of account:	Give name and EIN of:
8. Disregarded entity not owned by an individual	The owner
9. A valid trust, estate, or pension trust	Legal entity <sup>4</sup>
10. Corporation or LLC electing corporate status on Form 8832 or Form 2553	The corporation
11. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
12. Partnership or multi-member LLC	The partnership
13. A broker or registered nominee	The broker or nominee
14. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity
15. Grantor trust filing Form 1041 or under the Optional Filing Method 2, requiring Form 1099 (see Regulations section 1.671-4(b)(2)(i)(B))**	The trust

<sup>1</sup> List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

<sup>2</sup> Circle the minor's name and furnish the minor's SSN.

<sup>3</sup> You must show your individual name on line 1, and enter your business or DBA name, if any, on line 2. You may use either your SSN or EIN (if you have one), but the IRS encourages you to use your SSN.

<sup>4</sup> List first and circle the name of the trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.)

\* **Note:** The grantor must also provide a Form W-9 to the trustee of the trust.

\*\* For more information on optional filing methods for grantor trusts, see the Instructions for Form 1041.

**Note:** If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

## Secure Your Tax Records From Identity Theft

Identity theft occurs when someone uses your personal information, such as your name, SSN, or other identifying information, without your permission to commit fraud or other crimes. An identity thief may use your SSN to get a job or may file a tax return using your SSN to receive a refund.

To reduce your risk:

- Protect your SSN,
- Ensure your employer is protecting your SSN, and
- Be careful when choosing a tax return preparer.

If your tax records are affected by identity theft and you receive a notice from the IRS, respond right away to the name and phone number printed on the IRS notice or letter.

If your tax records are not currently affected by identity theft but you think you are at risk due to a lost or stolen purse or wallet, questionable credit card activity, or a questionable credit report, contact the IRS Identity Theft Hotline at 800-908-4490 or submit Form 14039.

For more information, see Pub. 5027, Identity Theft Information for Taxpayers.

Victims of identity theft who are experiencing economic harm or a systemic problem, or are seeking help in resolving tax problems that have not been resolved through normal channels, may be eligible for Taxpayer Advocate Service (TAS) assistance. You can reach TAS by calling the TAS toll-free case intake line at 877-777-4778 or TTY/TDD 800-829-4059.

**Protect yourself from suspicious emails or phishing schemes.**

Phishing is the creation and use of email and websites designed to mimic legitimate business emails and websites. The most common act is sending an email to a user falsely claiming to be an established legitimate enterprise in an attempt to scam the user into surrendering private information that will be used for identity theft.

The IRS does not initiate contacts with taxpayers via emails. Also, the IRS does not request personal detailed information through email or ask taxpayers for the PIN numbers, passwords, or similar secret access information for their credit card, bank, or other financial accounts.

If you receive an unsolicited email claiming to be from the IRS, forward this message to [phishing@irs.gov](mailto:phishing@irs.gov). You may also report misuse of the IRS name, logo, or other IRS property to the Treasury Inspector General for Tax Administration (TIGTA) at 800-366-4484. You can forward suspicious emails to the Federal Trade Commission at [spam@uce.gov](mailto:spam@uce.gov) or report them at [www.ftc.gov/complaint](http://www.ftc.gov/complaint). You can contact the FTC at [www.ftc.gov/idtheft](http://www.ftc.gov/idtheft) or 877-IDTHEFT (877-438-4338). If you have been the victim of identity theft, see [www.IdentityTheft.gov](http://www.IdentityTheft.gov) and Pub. 5027.

Go to [www.irs.gov/IdentityTheft](http://www.irs.gov/IdentityTheft) to learn more about identity theft and how to reduce your risk.

## Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons (including federal agencies) who are required to file information returns with the IRS to report interest, dividends, or certain other income paid to you; mortgage interest you paid; the acquisition or abandonment of secured property; the cancellation of debt; or contributions you made to an IRA, Archer MSA, or HSA. The person collecting this form uses the information on the form to file information returns with the IRS, reporting the above information. Routine uses of this information include giving it to the Department of Justice for civil and criminal litigation and to cities, states, the District of Columbia, and U.S. commonwealths and territories for use in administering their laws. The information may also be disclosed to other countries under a treaty, to federal and state agencies to enforce civil and criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism. You must provide your TIN whether or not you are required to file a tax return. Under section 3406, payors must generally withhold a percentage of taxable interest, dividends, and certain other payments to a payee who does not give a TIN to the payor. Certain penalties may also apply for providing false or fraudulent information.