

MSA # 01-SERO-21-111-WEC

MASTER SERVICES AGREEMENT

This Master Services Agreement (the "MSA") is made and entered into effective this 27th day of June 2022, between The Texas A&M University System whose mailing address is Attn: System Energy Resource Office, 301 Tarrow Street, Suite 262, College Station, Texas 77840-7896; Phone: (979) 458-2388; Email: energy@tamus.edu ("A&M SYSTEM"), and WEC Land Services, LP, whose mailing address is 8874 Old Hickory Grove Road, Franklin, Texas 77856; Phone: (713) 303-6386; Email: bill_connatser@hotmail.com ("CONTRACTOR"). A&M SYSTEM and CONTRACTOR may be hereinafter referred to individually as a "Party" or collectively as the "Parties".

In consideration of the mutual covenants and agreements, and subject to the terms and conditions contained in this MSA, A&M SYSTEM and CONTRACTOR agree as follows:

ARTICLE I. SERVICES PROVIDED BY CONTRACTOR

- A. CONTRACTOR shall provide on a non-exclusive basis such land-related services (the "Services") as A&M SYSTEM may request from time to time and CONTRACTOR agrees to perform such Services. The Services shall generally relate to processes and duties that are customarily a part of the oil, gas, mineral, and right-of-way landman and title examiner functions.
- B. The specific processes and duties to be provided as Services in connection with any particular project shall be specified in a written work order in substantially the form of the attached Exhibit "A" (the "Work Order"). In the event of a conflict between this MSA and any term of the Work Order, the specific terms of the Work Order shall control with respect to the Services relating to the relevant project. In all other respects, and in the absence of a Work Order, the terms and provisions of this MSA shall control the relationship between the Parties.
- C. All Services provided by CONTRACTOR pursuant to this MSA shall be performed according to the specifications of A&M SYSTEM, in a good and workmanlike manner, with diligence, and in accordance with good industry practices and procedures. A&M SYSTEM shall exercise no control over CONTRACTOR's (i) employees, servants, agents, representatives, or subcontractors, (ii) the employees, servants, agents, or representatives of its subcontractors, or (iii) the methods or means employed by CONTRACTOR or its subcontractors in the performance of such Services, A&M SYSTEM being solely interested in the attainment of the desired results.
- D. Neither Party may assign, or transfer this MSA, or any part thereof, without the advance written consent of the other. Any permitted assignee, transferee, delegate or subcontractor that performs any part of the Services or other matters contracted for herein shall be bound by all of the terms and covenants of this MSA. Notwithstanding the foregoing, A&M SYSTEM expressly agrees that CONTRACTOR may utilize or employ sub-brokers in the performance of the Services under this MSA as CONTRACTOR sees fit, which sub-brokers shall for all purposes hereunder be deemed to be subcontractors or employees, as the case may be, of CONTRACTOR. A&M SYSTEM shall never have any duty or liability to such sub-contractors, including without limitation the obligation to pay to a subcontractor any fees, charges, per diem, or expenses incurred in the performance of this MSA. CONTRACTOR shall at all times be primarily liable for its subcontractors and agrees to defend, indemnify and hold harmless A&M SYSTEM in connection herewith. CONTRACTOR agrees that it shall at all times be responsible for the performance of this MSA and for the performance of its subcontractors and delegates.

ARTICLE II. RELATIONSHIP OF THE PARTIES AND PAYMENT TERMS

- A. This MSA does not create an employer-employee relationship between the Parties. CONTRACTOR shall at all times act as an independent contractor in furnishing the Services under this MSA. CONTRACTOR shall have the right and responsibility for controlling or directing the means and methods of accomplishing the Services. Further, CONTRACTOR shall be responsible for providing any equipment necessary to accomplish the Services.
- B. A&M SYSTEM shall not pay costs or fees incurred by CONTRACTOR as a direct result of this MSA. For the Services rendered as a result of this MSA, A&M SYSTEM shall pay CONTRACTOR based on the pricing stated within Schedule "A" (the "Fee Schedule"), attached hereto.
- C. A&M SYSTEM will be responsible for issuing a Work Order when engaging CONTRACTOR for specific Services. The Work Order shall reference this MSA.
- D. Unless otherwise agreed, CONTRACTOR shall invoice A&M SYSTEM no less often than monthly, nor more frequently than biweekly for fees and expenses incurred in accordance with the terms of this MSA and any applicable Work Order. A&M SYSTEM shall pay CONTRACTOR's invoices within thirty (30) calendar days of receipt of invoice by A&M SYSTEM.
- E. It is the policy of A&M SYSTEM and the State of Texas to make payment on a properly prepared and submitted invoice within thirty (30) calendar days of the latter of any final acceptance of performance or the receipt of a properly submitted invoice, in conformance with the Texas Prompt Payment law. Generally, payment will be made on the 30th unless a discount or other terms have been arranged within a Work Order.
- F. CONTRACTOR, its employees, servants, agents, representatives, or subcontractors shall not be entitled to any pension, health insurance, profit sharing or other benefits that A&M SYSTEM provides for its employees.
- G. In the event that any Services provided by CONTRACTOR shall include the acquisition of oil, gas or mineral leases, minerals, royalties, rights-of-way, seismic permits, options to acquire any of the foregoing, or interests in other real or personal property for the account of A&M SYSTEM, CONTRACTOR shall act as agent on behalf of A&M SYSTEM within the authority and for the purposes specified in the relevant Work Order, but shall have no authority to bind A&M SYSTEM in any other manner or for any other purpose, or to enter into any contract or agreement on behalf of A&M SYSTEM. Notwithstanding the foregoing, A&M SYSTEM shall approve in advance the form of all oil and gas leases, seismic permits, options, and similar agreements to acquire real property interests.
- H. A&M SYSTEM shall not be required to pay or withhold from any sums due to CONTRACTOR under this MSA, any payroll taxes, self-employment taxes, contributions for unemployment insurance, old age and survivor's insurance or annuities, or worker's compensation insurance which are based in whole or in part upon wages, salaries or other compensation paid to CONTRACTOR or its employees. CONTRACTOR shall be solely liable for the payment of such sums, if any, which may be due in connection with work performed pursuant to this MSA and shall defend, indemnify and hold harmless A&M SYSTEM therefrom.

- I. Except as provided in Article IV.C. below, nothing herein contained shall be deemed to prevent either Party from engaging in other activities for profit, either in the oil and gas business or otherwise, or, separately or collectively with one or more other parties in the future. Except as expressly prohibited in this MSA, the Parties recognize CONTRACTOR's right to compete and/or to work for others.

ARTICLE III. TERM AND TERMINATION

- A. This MSA shall continue in full force and effect until terminated as herein provided.
- B. Either Party may cancel this MSA without cause at any time by giving the other Party thirty (30) days' written notice.
- C. Any Work Order, and additional or further Services provided in connection therewith, may be canceled by A&M SYSTEM without cause at any time upon forty-eight (48) hours advance notice, which notice shall be promptly confirmed in writing, or by CONTRACTOR in the same manner upon ten (10) days advance notice.
- D. Either Party may immediately terminate this MSA or cancel any Work Order for good cause, which shall include (i) material breach of the terms to this MSA or to any Work Order, (ii) conduct by one Party exposing the other to potential liability to a third-party for tort or contract damages, or (iii) occurrence of either an event or events reasonably beyond the control of the terminating Party or the discovery of information not reasonably known at the time of this MSA or commencement of any Work Order, either of which renders continuation commercially unreasonable.
- E. Upon termination of any Work Order or this MSA as provided in Article III.B, Article III.C, or Article III.D, CONTRACTOR shall not invoice and A&M SYSTEM shall not be liable for any Services performed after the date of termination. Notwithstanding the foregoing, termination of this MSA or cancellation of any Work Order shall not extinguish or diminish those rights and obligations of either Party that may have accrued prior thereto.
- F. The dispute resolution process provided in Chapter 2260, *Texas Government Code*, and the related rules adopted by the Texas Attorney General pursuant to Chapter 2260, shall be used by the Parties to attempt to resolve any claim for breach of contract made by CONTRACTOR that cannot be resolved in the ordinary course of business. CONTRACTOR shall submit written notice of a claim of breach of contract under this Chapter to Billy Hamilton, Deputy Chancellor and Chief Financial Officer for A&M SYSTEM, who shall examine CONTRACTOR's claim and any counterclaim and negotiate with CONTRACTOR in an effort to resolve the claim.

ARTICLE IV. CONFIDENTIALITY, NON-DISCLOSURE AND CONFLICT OF INTEREST

- A. Unless otherwise designated by A&M SYSTEM, all work-related information, title information, areas of interest, maps, letters, memoranda, and other information provided by A&M SYSTEM, and all other materials, plans, and negotiations with third-parties concerning the Services requested of CONTRACTOR under any Work Order are proprietary to A&M SYSTEM and shall be held strictly confidential by CONTRACTOR, its employees and permitted subcontractors during the period that such Work Order is effective and for twelve (12) months thereafter. CONTRACTOR

shall take all reasonable steps to identify such information as confidential to its employees and permitted subcontractors, and to ensure that those parties observe the provisions of this paragraph. Any maps, reports, and other work product produced by CONTRACTOR in the performance of this MSA shall be the exclusive property of A&M SYSTEM, and shall be delivered to A&M SYSTEM at its request within a reasonable time upon completion of Services pursuant to the applicable Work Order.

- B. CONTRACTOR and any of CONTRACTOR’s agents, employees, contactors, or other representatives performing any of the Services described in this MSA or any Work Order shall agree to and sign the Non-Disclosure Agreement attached hereto as Exhibit “B”, the terms of which are incorporated herein.
- C. During the period that any Work Order is in effect, and for twelve (12) months thereafter, CONTRACTOR shall not negotiate for nor purchase oil, gas or mineral leases, royalties, fee or mineral interests, options for any of the foregoing, or seismic permits, nor perform for third-parties any processes or functions which are the subject matter of this MSA, in the geographic area covered by the Work Order without A&M SYSTEM’s written consent.
- D. CONTRACTOR and A&M SYSTEM agree that no employee of A&M SYSTEM has a direct or indirect financial interest in CONTRACTOR's business. A&M SYSTEM, its employees, directors, or officers, may not request and shall not receive from CONTRACTOR any commissions, gifts, or compensation of any type or value above that normally encountered in usual and customary business practices and exceeding either (i) those permitted under A&M SYSTEM policy or (ii) what is permitted by applicable law.

ARTICLE V. INSURANCE

A. CONTRACTOR shall be solely responsible for all its own insurance and shall at all times maintain such types and amounts of insurance, including without limitation, automobile, general liability, and worker’s compensation insurance, as set forth below during the term of this MSA. All coverage shall be written on an occurrence basis. All coverage shall be underwritten by companies authorized to do business in the State of Texas and currently rated A- or better by A.M. Best Company or otherwise acceptable to A&M SYSTEM. By requiring such minimum insurance, A&M SYSTEM shall not be deemed or construed to have assessed the risk that may be applicable to CONTRACTOR under this MSA. CONTRACTOR shall assess its own risks and if it deems appropriate and/or prudent, maintain higher limits, additional and/or broader coverage. CONTRACTOR is not relieved of any liability or other obligations assumed pursuant to this MSA by reason of its failure to obtain or maintain insurance in sufficient amounts, duration, or types.

B. Insurance must be carried to at least the following minimum amounts:

<u>Coverages</u>	<u>Limit</u>
A. Worker’s Compensation	
Statutory Benefits (Coverage A)	Statutory
Employer’s Liability (Coverage B)	\$1,000,000 Each Accident
	\$1,000,000 Disease/Employee
	\$1,000,000 Disease/Policy Limit

B. Commercial General Liability

Aggregate Limit	\$2,000,000
Each Occurrence Limit	\$1,000,000
Products / Operations	\$1,000,000
Personal / Advertising Injury	\$1,000,000
Damage to Premises	\$ 300,000
Medical Payments	\$ 5,000

Additional Endorsements

Commercial General Liability Policies shall name The Texas A&M University System as an additional insured.

CONTRACTOR will provide certificates indicating such insurance is in force and effect within three (3) business days after execution of this MSA. Failure to maintain insurance coverage as described above will be considered a default under this MSA.

ARTICLE VI. MISCELLANEOUS

- A. CONTRACTOR acknowledges that A&M SYSTEM is obligated to strictly comply with the Public Information Act, Chapter 552, Texas Government Code, in responding to any request for public information pertaining to this MSA, as well as any other disclosure of information required by applicable Texas law. Upon A&M SYSTEM's written request, CONTRACTOR will promptly provide specified contracting information exchanged or created under this MSA for or on behalf of A&M SYSTEM. CONTRACTOR acknowledges that A&M SYSTEM may be required to post a copy of the fully executed MSA on its Internet website in compliance with Section 2261.253(a)(1), Texas Government Code. The requirements of Subchapter J, Chapter 552, Texas Government Code, may apply to this agreement and the CONTRACTOR agrees that the agreement can be terminated if the CONTRACTOR knowingly or intentionally fails to comply with a requirement of that subchapter.
- B. A&M SYSTEM shall have the right at any time within two (2) years after making any payment hereunder to audit any and all records, books and invoices related thereto. This right survives the termination of this MSA. A&M SYSTEM's failure to timely exercise its audit rights shall in no event constitute a waiver of any of A&M SYSTEM's rights under this MSA, or otherwise.
- C. CONTRACTOR agrees to pay all claims for labor, material, services and supplies necessary to accomplish the Services to be performed by CONTRACTOR, and CONTRACTOR agrees to allow no lien or charge to be fixed upon any lease or other property of A&M SYSTEM.
- D. CONTRACTOR agrees to defend, indemnify and hold harmless A&M SYSTEM from any claims, losses, damages, attorney's fees, court costs, out-of-court costs, or reasonable expenses of litigation, arising out of CONTRACTOR's performance or non-performance of the Services, duties or obligations in connection with this MSA.
- E. This MSA shall be governed by the Constitution and the laws of the State of Texas, without reference to conflict of law rules or principles. All Services provided pursuant to this MSA shall be performed in accordance with applicable laws, rules and regulations. Pursuant to Section 85.18 of the *Texas Education Code*, venue for any suit filed against A&M SYSTEM shall be in Brazos County, Texas.

- F. This MSA, and any Work Order, constitute the entire agreement of the Parties and supersedes all prior agreements and understandings between the Parties. If any part of this MSA shall be unenforceable for any reason, the remaining parts of the MSA shall nevertheless be binding upon and inure to the benefit of the Parties.
- G. The failure of either Party to exercise any of its rights under this MSA shall not constitute a waiver of such rights with respect to any future occurrence or breach of this MSA.
- H. CONTRACTOR acknowledges and understands that Section 2252.901, Texas Government Code, prohibits A&M SYSTEM from using state-appropriated funds to enter into any employment contract, consulting contract, or professional services contract with any individual who has been previously employed, as an employee, by the agency within the past twelve (12) months. If CONTRACTOR is an individual, by signing this MSA, CONTRACTOR certifies that Section 2252.901, Texas Government Code, does not prohibit the use of state-appropriated funds for satisfying the payment obligations herein.
- I. A child support obligor who is more than thirty (30) days delinquent in paying child support and a business entity in which the obligor is a sole proprietor, partner, shareholder, or owner with an ownership interest of at least twenty-five percent (25%) is not eligible to receive payments from state funds under an agreement to provide property, materials, or services until all arrearages have been paid or the obligor is in compliance with a written repayment agreement or court order as to any existing delinquency. The *Texas Family Code* requires the following statement: “Under Section 231.006, *Texas Family Code*, CONTRACTOR certifies that the individual or business entity named in this contract, bid, or application is not ineligible to receive the specified grant, loan, or payment and acknowledges that this contract may be terminated and payment may be withheld if this certification is inaccurate.”
- J. Pursuant to Section 2252.903, *Texas Government Code*, CONTRACTOR agrees that any payments owing to CONTRACTOR under this MSA may be applied directly toward certain debts or delinquencies that CONTRACTOR owes the State of Texas or any agency of the State of Texas regardless of when they arise until such debts or delinquencies are paid in full.
- K. CONTRACTOR represents and warrants, to the best of its knowledge and belief, that neither CONTRACTOR nor any of its Principals (“Principal” means an officer, director, owner, partner, or a person having primary management or supervisory responsibilities within a business entity) is presently debarred, suspended, proposed for debarment, voluntarily excluded, or involuntarily excluded from receiving a contract from any federal, state or local government or agency, nor has it been declared ineligible for the award of contracts by any federal, state, or local government or agency, nor does it appear on any federal, state or local government’s Excluded Parties List System. CONTRACTOR must provide immediate written notice to A&M SYSTEM if at any time CONTRACTOR learns that this representation was erroneous when submitted or has become erroneous by reason of changed circumstances. The representations and warranties above are a material representation of fact upon which reliance was placed when entering into this MSA. If it is later determined that CONTRACTOR knowingly made a false representation, in addition to other remedies available to A&M SYSTEM, A&M SYSTEM may terminate this MSA.
- L. If CONTRACTOR is a taxable entity subject to the Texas Franchise Tax (Chapter 171, *Texas Tax Code*), then CONTRACTOR certifies that it is not currently delinquent in the payment of any franchise (margin) taxes or that CONTRACTOR is exempt from the payment of franchise (margin) taxes.

- M. CONTRACTOR understands that acceptance of funds under this MSA constitutes acceptance of the authority of the Texas State Auditor's Office, or any successor agency (collectively, "Auditor"), to conduct an audit or investigation in connection with those funds pursuant to Section 51.9335(c), *Texas Education Code*. CONTRACTOR agrees to cooperate with the Auditor in the conduct of the audit or investigation, including without limitation, providing all records requested. CONTRACTOR will include this provision in all contracts with permitted subcontractors.
- N. CONTRACTOR is responsible to ensure that employees participating in work for any A&M SYSTEM member have not been designated by the A&M SYSTEM as Not Eligible for Rehire as defined in System Policy 32.02, Section 4. Non-conformance to this requirement may be grounds for termination of this MSA.
- O. CONTRACTOR expressly acknowledges that A&M SYSTEM is an agency of the State of Texas and nothing in this MSA will be construed as a waiver or relinquishment by A&M SYSTEM of its right to claim such exemptions, privileges, and immunities as may be provided by law.
- P. By executing this MSA, CONTRACTOR and each person signing on behalf of CONTRACTOR certifies, and in the case of a sole proprietorship, partnership, or corporation, each party thereto certifies as to its own organization, that to the best of their knowledge and belief, no member of The A&M SYSTEM or The A&M SYSTEM Board of Regents, nor any employee, or person, whose salary is payable in whole or in part by The A&M SYSTEM, has a direct or indirect financial interest in the award of this MSA, or in the services to which this MSA relates, or in any of the profits, real or potential, thereof.
- Q. To the extent that Texas Government Code, Chapter 2271 applies to this MSA, CONTRACTOR certifies that (a) it does not currently boycott Israel; and (b) it will not boycott Israel during the term of this MSA. CONTRACTOR acknowledges this MSA may be terminated and payment withheld if this certification is inaccurate.
- R. Pursuant to Subchapter F, Chapter 2252, Texas Government Code, CONTRACTOR certifies it is not engaged in business with Iran, Sudan, or a foreign terrorist organization. CONTRACTOR acknowledges this MSA may be terminated if this certification is or becomes inaccurate.
- S. Under Section 2155.0061, Government Code, the vendor certifies that the individual or business entity named in this contract is not ineligible to receive the specified contract and acknowledges that this contract may be terminated and payment withheld if this certification is inaccurate.
- T. CONTRACTOR will preserve all contracting information, as defined under Texas Government Code, Section 552.003 (7), related to the MSA for the duration of the MSA and for seven years after the conclusion of the MSA.
- U. Performance by A&M SYSTEM under this MSA may be contingent upon the continuation of state or federally funded programs, the appropriation and allotment of funds by the Texas State Legislature and/or the availability of specific funds to cover the cost of this MSA. In the event a curtailment of state or federally funded programs occurs, state appropriations are curtailed or withdrawn, or in the event that specific funds are unavailable to A&M SYSTEM, A&M SYSTEM will issue written notice to CONTRACTOR, and A&M SYSTEM may terminate this MSA without further duty or obligation hereunder. CONTRACTOR acknowledges that appropriation of funds is beyond the control of A&M SYSTEM.

- V. The HUB Subcontracting Plan (HSP) submitted by CONTRACTOR and attached shall be part of the terms of this MSA. The HSP was submitted as self-performing, however, if a subcontractor will be used to provide any commodity or service as part of the scope of a Work Order, the CONTRACTOR may be required to make a good faith effort and complete the state of Texas HSP. If there are pre-existing agreements in place with companies who will be hired as subcontractors, the CONTRACTOR will show those companies as subcontractors on the HSP and provide an explanation as to why solicitations were not done, e.g. contractual requirements. If no pre-existing agreements with companies who will be hired as subcontractors exist, then the CONTRACTOR will be expected to make a good faith effort according to the HSP instructions.

In the event that CONTRACTOR determines CONTRACTOR will be using a subcontractor, CONTRACTOR shall contact the HUB Coordinator at A&M SYSTEM for assistance in proper completion of the HSP or any other HSP related questions.

- W. Any notice required or permitted under this MSA must be in writing, and will be deemed to be given: (a) three (3) business days after it is deposited with the United States Postal Service, postage prepaid, certified mail, return receipt requested, (b) the next business day after it is sent by overnight carrier, (c) on the date sent by email transmission with electronic confirmation of receipt by the party being notified, or (d) on the date of delivery if delivered personally. The Parties may change their respective notice address by sending to the other party a notice of the new address. Notices should be addressed as follows:

A&M SYSTEM: The Texas A&M University System
System Energy Resource Office
301 Tarrow Street, Suite 262
College Station, Texas 77840-7896
Phone: (979) 458-2388
E-mail: energy@tamus.edu

With Copy to: The Texas A&M University System
Office of General Counsel
Attn: Property & Construction
301 Tarrow Street, 6th Floor
College Station, Texas 77840-7896
Phone: (979) 458-6120
Email: property@tamus.edu

CONTRACTOR: WEC Land Services, LLC
Attn: William "Bill" Connatser
8874 Old Hickory Grove Road
Franklin, Texas 77856
Phone: (713) 303-6386
Email: bill_connatser@hotmail.com

ARTICLE VI. EXECUTION

This MSA may be executed in any number of counterparts or duplicate originals, but shall not be binding upon any Party hereto unless and until executed and accepted by all Parties. Counterparts may be delivered by e-mail, facsimile, or other form of electronic delivery. When properly executed and accepted, this MSA shall be binding upon and inure to the benefit of CONTRACTOR and A&M SYSTEM, their respective heirs, successors and assigns.

A&M SYSTEM

CONTRACTOR

WEC LAND SERVICES, LP

By: WEC LAND SERVICES GP, LLC

DocuSigned by:
Jeff Zimmermann
By: _____
E2BE2924E69547F...
Jeff Zimmermann
Director, Procurement & Business Services

By: _____
William Connatser
William Connatser, Member

6/29/2022 | 9:37:13 CDT

SCHEDULE "A"**FEE SCHEDULE**

For the performance of all Services, WEC shall receive as full compensation payment per the daily rate outlined below:

Landman Costs	Day Rate, not to exceed \$450/day
Title Project Manager work	\$450.00**
Contract Staff	\$450.00*
Lease Administration	\$275.00
GIS/Mapping	\$450.00

** Note: Managerial duties to be invoiced at an hourly rate of \$56.25 per hour when working partial days. All days in which CONTRACTOR is not performing managerial duties, the work will be billed at the standard Contract Staff rate of \$450 per day.

* CONTRACTOR will not contract with more than six (6) Contract Staff at one time to perform the Services without the express written consent of the A&M SYSTEM.

Reimbursable Expenses for travel by CONTRACTOR and its land professionals (collectively and individually referred to as "Landman") are as follows:

- Mileage at \$0.625 per mile (or applicable IRS rate) for use of personal insured automobile.
- Hotel/Room for Landman while away from Landman's home or Landman's principal office (at competitive and reasonable rates).
- Meals at a flat rate of \$45.00 per diem on full days worked with an overnight stay. No meals will be reimbursed on days not worked or on partial days worked, or on days when Landman works from Landman's permanent residence.

Other Reimbursable Expenses:

- Actual cost for copies of documents obtained from courthouse and recording fees (receipt supplied).
- Office copies @ \$0.10/each for black and white copies and @ \$0.15/each for color copies
- Actual cost of postage and FedEx/UPS/etc.
- Such abstracts or title or title certificates as may be needed
- Telephone, notary fees, and reasonable pre-approved office supplies
- Actual cost of tax maps, appraisal maps etc.
- Any other pre-approved necessary and reasonable expense associated with the project
 - A&M SYSTEM to provide account to enable CONTRACTOR's staff to make copy charges directly billable to A&M SYSTEM where possible.

All invoices for expense reimbursements will be supported by itemized receipts and documentation.

EXHIBIT "A"

WORK ORDER

MSA No.: 01-SERO-21-111-WEC

Work Order No.: _____

COMPANY: **The Texas A&M University System, Energy Resource Office**

CONTRACTOR: **WEC Land Services, LP**

Geographic Area where work is to be performed (if applicable):

State: _____

County: _____

() Plat Attached, and/or () Description as follows:

GENERAL DESCRIPTION OF SERVICES TO BE PERFORMED, SPECIAL INSTRUCTIONS and LIMITATIONS ON AUTHORITY ("Scope of Work"):

[see sample descriptions in Exhibit "A-1"]

FEES CHARGEABLE BY CONTRACTOR:

[see Schedule "A" of MSA]

EXHIBIT "A-1"

SAMPLE DESCRIPTION OF SERVICES ("Scope of Work")

Using the A&M System Entity Name List, attached hereto as Attachment "A" (all names therein collectively referred to herein as "A&M SYSTEM"), and the DirtTraq Parcel List, attached hereto as Attachment "B", CONTRACTOR will complete the following:

Title Review

1. Research and determine all tracts of land owned by A&M SYSTEM in the designated County, including but not limited to those tracts listed on the DirtTraq Parcel List attached hereto as Attachment "B".
2. For all tracts of land owned by A&M SYSTEM, perform the following:
 - a. Surface and Mineral: Provide title run sheet for all tracts from the 1st vesting deed to a Grantee in the chain of title on or about 1900 covering the subject tract or tracts, but exclude all 3rd party non-participating royalty interest and/or undivided mineral interest title not specifically owned by A&M SYSTEM;
 - b. Tract ownership report: Provide resulting tract ownership report in the format attached as Attachment "C";
 - c. Leasehold Title: For producing properties and existing oil and gas leases, run mineral and leasehold title and encumbrances from date of operative oil and gas lease to present;
 - i. Research current exploration, production, permitting, pooling and/or unitization status of those interests.
 - ii. Producing Properties: From Texas Railroad Commission data files, provide a list of operator names, well names, and associated API and Lease numbers.
 - d. Title documents: Provide copies of all title documents into A&M SYSTEM, including but not limited to source documents, easements, right-of-ways, oil and gas leases, amendments, unit designations, ratifications, and assignments, whether recorded in the County of record or outside the County;
 - e. Ownership plat/map: Supply an ownership plat/map clearly distinguishing A&M SYSTEM's mineral and/or surface boundaries, preferably a Tobin-style map. When a Tobin-style map is not available, an appraisal district map will be acceptable.
3. All deliverables must be in electronic format.

Title Project Management Services

1. Review all project data and instructions provided by A&M SYSTEM's staff for completeness and ability to obtain ultimate Title Project goals.
2. Review general procedures and project scheduling for third-party title contractors and CONTRACTOR's land staff with A&M SYSTEM's staff.
3. Organize, coordinate and manage the title reviews with third-party title contractors to ensure their work is performed timely and completely per the given scope of work and respective work orders.
4. Review and check all work products of third-party title contractors, making sure all work products meet the proper scope of work assigned. Have third-party title contractors make corrections and/or additions where necessary to their work product.
5. Coordinate proper billing processes with third-party title contractors making invoices coincide with the received work product.
6. Report and communicate weekly, or daily, if necessary, to A&M SYSTEM's staff all issues of third-party title contractors and their respective work performance.
7. Manage CONTRACTOR's general contract staff under the guidelines of the title review assigned per each individual work order.

ATTACHMENT “A”**A&M SYSTEM ENTITY NAME LIST**

CURRENT NAME	ACRONYM	FORMER NAME(S)
Texas A&M University, including: <ul style="list-style-type: none"> ◦ Texas A&M Health Science Center ◦ Texas A&M University at Qatar ◦ Texas A&M University at Galveston 	TAMU TAMHSC HSC TAMUQ TAMUG	Agricultural and Mechanical College of Texas Texas Agricultural and Mechanical College The Galveston Marine Laboratory Nautical School Texas Maritime Academy
Prairie View A&M University	PVAMU	Prairie View State Normal & Industrial College; Prairie View University; Prairie View Agricultural & Mechanical College of Texas
Tarleton State University	TSU	John Tarleton College; John Tarleton Agricultural College; Tarleton State College
West Texas A&M University	WTAMU	West Texas State Normal College; West Texas State Teachers College; West Texas State College; West Texas State University
Texas A&M University – Corpus Christi	TAMUCC	University of Corpus Christi; Corpus Christi State University
Texas A&M University – Kingsville	TAMUK	South Texas State Teachers College; Texas College of Arts and Industries; Texas A&I University
Texas A&M University – Commerce	TAMUC	East Texas Normal College; East Texas State Normal College; East Texas State Teachers College; East Texas State College; East Texas State University
Texas A&M International University	TAMIU	Laredo State University
Texas A&M University – Texarkana	TAMUT	East Texas State University Texarkana
Texas A&M University – Central Texas	TAMUCT	Tarleton State University System Center – Central Texas
Texas A&M University – San Antonio	TAMUSA	Texas A&M University – Kingsville System Center – San Antonio
Texas A&M AgriLife Research	TAR	Texas AgriLife Research; Texas Agricultural Experiment Station (TAES)
Texas A&M AgriLife Extension Service	TAEX	Texas AgriLife Extension Service; Texas Agricultural Extension Service; Texas Agricultural Research Service; Texas Cooperative Extension
Texas A&M Forest Service	TFS	Texas Forest Service
Texas A&M Transportation Institute	TTI	Texas Transportation Institute
Texas A&M Engineering Extension Service	TEEX	Texas Engineering Extension Service; Industrial Extension Service
Texas A&M Engineering Experiment Station	TEES	Texas Engineering Experiment Station
Texas A&M Veterinary Medical Diagnostic Laboratory	TVMDL	Texas Veterinary Medical Diagnostic Laboratory
Texas Division of Emergency Management	TDEM	Division of Disaster Emergency Services

ATTACHMENT ‘B’

DIRTTRAQ PARCEL LIST

[insert list of parcels from A&M SYSTEM inventory for this review]

TAMUS ID	Estate/Donor	Description	Reference Deed	Source Deed	Notes	TAMUS Use	Review Category
123-456-7890	Sarge	1,876ac out of the Reveille Survey, A-12, Brazos Cty, TX	OPR 12/01	OPR 301/262	Sample farm parcel	Campus	Full-title
021-001-0201	Kyle	SW Sec 36, Blk 54-1, Loving Cty, TX		OPR 743/849	Sample Mineral Classifield	Mineral Tier 1 Research	Full-title
015-012-0003	Burch	4ac Lot 1, Pretty Oaks Subdivision, Brazoria Cty, TX		2017-183427		Surface	Limited-title

SAMPLE LIST

ATTACHMENT "C"

TRACT OWNERSHIP REPORT FORMAT

MINERAL AND SURFACE OWNERSHIP REPORT

COUNTY:	
STATE:	Texas
TRACT ADDRESS:	

APPRAISAL DISTRICT ID NO:
TAMU TRACT NO:
CERTIFIED DATE:

The following ownership information is based on a review of the public records in XXXXXX County, Texas, from Start Date to Certified Date.

LEGAL DESCRIPTION:	
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MINERAL OWNERSHIP

Potential Owner	Mineral Interest	Executive Rights	Bonus Rights	Gross Acreage	NWA	Comments
TOTAL \$:	0.00000000	0.00000000	0.00000000	0.00000000	0.00000000	

MINERAL NOTES:

1

OIL AND GAS LEASES

Lessee	Lease	Simple Description	Date	Comments

LEASE NOTES:

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WELL INFORMATION

API	Abstract	Lease (No/FF)	Operator	Acreage	Spud Date	Status	Comments

WELL NOTES:

1

SURFACE OWNERSHIP

Owner	Acreage	Simple Description	Veiling Doc(s)	Comments

SURFACE NOTES:

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Prepared By: _____
Date: _____

Company Name: _____

EXHIBIT "B"

NON-DISCLOSURE AGREEMENT

By my signature below, I agree as follows (the "Agreement"):

1. Confidential Information

- a. Subject to the limitations in this Article 1, "Confidential Information" means all non-public information:
 - (1) Disclosed to me by The Texas A&M University System ("A&M SYSTEM"); or
 - (2) To which I may come into contact while performing services for A&M SYSTEM.
- b. "Confidential Information" does not include information that I can demonstrate by competent proof:
 - (1) Is now, or later becomes, publicly known or available other than as a result of my breach of this Agreement;
 - (2) Was already known by me when I received the information from A&M SYSTEM;
 - (3) Is received by me from a third-party if that party was not violating any confidentiality obligation to A&M SYSTEM; or
 - (4) Was independently developed by me without use or knowledge of Confidential Information.

2. Use of Confidential Information. I may use Confidential Information solely for the purpose of my business relationship with A&M SYSTEM. Confidential Information remains the property of A&M SYSTEM and no rights or licenses are granted to me except the limited right to use Confidential Information as provided above. I may not access or attempt to access information other than that which is required for the purpose of my business relationship with A&M SYSTEM.

3. Confidential Obligations. I will handle Confidential Information with the same care that I use to protect my own information of comparable sensitivity, but not less than reasonable care. I may not disclose Confidential Information to any other party without A&M SYSTEM's written permission. I will promptly advise A&M SYSTEM in writing of any known misappropriation or misuse of Confidential Information and will take prompt and effective steps to prevent a recurrence of such misappropriation or misuse.

4. Required Disclosure. If I am legally required by court order, law, or other governmental regulation or authority to disclose certain Confidential Information, I may make such disclosure only after giving written notice to A&M SYSTEM and providing A&M SYSTEM a reasonable opportunity to pursue appropriate process to prevent or limit the disclosure. I will limit disclosure to only that portion of the Confidential Information which I am legally required to disclose.

5. Survival. My obligations under this Agreement will survive the termination of this Agreement.

6. Return or Destruction of Materials. I will, upon request of A&M SYSTEM, promptly return or destroy all materials embodying Confidential Information and all excerpts or information derived from Confidential Information.

- 7. **Injunction.** In the event of breach, threatened breach, or intended breach of this Agreement, A&M SYSTEM may, in addition to any other rights and remedies available to it, seek injunctive or equitable relief.
- 8. **Disclaimer of Warranties.** A&M SYSTEM makes no representations or warranties, written or oral, express or implied, as to the Confidential Information, including without limitation, any warranty of merchantability or of fitness for a particular purpose.
- 9. **Governing Law.** The substantive laws of the State of Texas (and not its conflicts of law principles) govern all matters arising out of or relating to this Agreement. Pursuant to Section 85.18, Texas Education Code, venue for any suit filed against A&M SYSTEM must be in the county in which the primary office of the chief executive officer of A&M SYSTEM is located, which is Brazos County, Texas.

10. General Provisions

- a. I may not assign or delegate my obligations under this Agreement, in whole or in part, without the advance written consent of A&M SYSTEM.
- b. Failure by A&M SYSTEM to enforce a provision of this Agreement does not waive that provision. Each provision of this Agreement is severable. If any provision is rendered invalid or unenforceable by statute or regulations or declared null and void by any court of competent jurisdiction, the remaining provisions will remain in full force and effect if the essential terms of this Agreement remain valid, legal, and enforceable.
- c. This Agreement is the entire agreement of the Parties relating to this subject matter and supersedes all prior and contemporaneous agreements and understandings relating to this subject matter. This Agreement may only be amended or superseded by a written agreement signed by both me and an authorized representative of A&M SYSTEM.

This Agreement is effective on the date written below.

Signed: _____

Printed Name: _____

Provider/Company Name: _____

Address: _____

Date: _____