

MSA # 01-SERO-21-111-ROL

MASTER SERVICES AGREEMENT

This Master Services Agreement (the "MSA") is made and entered into effective this 21st day of February, 2022, between The Texas A&M University System whose mailing address is Attn: System Energy Resource Office, 301 Tarrow St., Suite 262, College Station, Texas 77840-7896; Phone: (979) 458-2388; Email: energy@tamus.edu ("A&M SYSTEM"), and RecordsOnline LLC, whose mailing address is 1021 ESE Loop 323, Suite 400, Tyler, Texas 75701; Phone: (903) 310-4514; Email: TAMUSProject@recordsonline.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 as A&M SYSTEM may request from time to time and CONTRACTOR agrees to perform such services. Those services shall generally relate to services and duties that are customarily a part of the oil and gas or mineral land function.
- B. The specific services to be provided 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 A&M SYSTEM and CONTRACTOR.
- C. All work and services provided by CONTRACTOR pursuant to this MSA shall be performed according to the specifications of A&M SYSTEM, in a good and workman-like 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 work or 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 performance of such 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 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 A&M SYSTEM and CONTRACTOR. CONTRACTOR shall at all times act as an independent contractor in furnishing all 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 these services.
- B. A&M SYSTEM shall not pay any costs or fees incurred by CONTRACTOR as a direct result of this MSA. For 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 work. 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) 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) 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 A&M SYSTEM or CONTRACTOR 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 A&M SYSTEM and CONTRACTOR 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 work 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 services 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 work or service 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 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, constitutes 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 A&M SYSTEM or CONTRACTOR 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 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 occur, state appropriations are curtailed or withdrawn, or in the event 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 on 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, please 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 shall be deemed to be delivered (whether actually received or not) when deposited with the United States Postal Service, postage prepaid, certified mail, return receipt requested, and addressed to the intended recipient at the address set out below. Notice may also be given by regular mail, personal delivery, courier delivery, facsimile transmission, email or other commercially reasonable means and will be effective when actually received. A&M SYSTEM and CONTRACTOR can 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 St., 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 St., 6th Floor
College Station, Texas 77840-7896
Phone: (979) 458-6120
Email: property@tamus.edu

CONTRACTOR: RecordsOnline LLC
Attn: Celia C. Flowers
1021 ESE Loop 323, Suite 400
Tyler, Texas 75701
Phone: (903) 310-4514
Email: TAMUSProject@recordsonline.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

DocuSigned by:
Jeff Zimmermann
By: Jeff Zimmermann

(Printed Name)
Director, Procurement & Business Services

(Capacity)
2/23/2022 | 10:21:05 CST

DocuSigned by:
Celia C. Flowers
By: Celia C. Flowers

CELIA C. FLOWERS
Executive Chairman
2/23/2022 | 07:57:16 PST

SCHEDULE “A”**FEE SCHEDULE**

Standard Fee Structure

We respectfully submit the following standard fee structure for a variety of projects that may be covered under this contract. We have made our best effort to indicate pricing for services in RecordsOnline counties, and for services in out-of-area counties (not currently on our platform). We have also tried to provide pricing based on who provides the services (RO, a RO affiliated subcontractor, or an outside HUB or non-HUB subcontractor). It is our understanding that each project will be scoped and assigned at the time of project request.

Task/Work Product	RO County	Out of Area	Performed by	Flat Fee	Cost/unit
Review indices for entity name/holdings - provide list of instruments (quick search to see if they own anything)	x		ETTC Abstractors	\$175	
	x		Land Services sub	\$175	
	x		ETTLS	\$175	
Review indices for entity name/holdings - provide list of instruments (quick search to see if they own anything)		x	Title company sub	\$225	
		x	Land Services sub		\$550 /day
20-40-yr title searches - surface ownership only - provide list of instruments	x		ETTC Abstractors	\$200	
	x		Land Services sub	\$200	
	x		ETTLS	\$200	
20-40-yr title searches - surface ownership only - provide list of instruments		x	Title company sub	\$250	
		x	Land Services sub		\$550 /day
20-40-yr title searches - mineral and surface - provide list of instruments	x		ETTC Abstractors	\$300	
	x		Land Services sub		\$550/day
	x		ETTLS		\$550/day
20-40-yr title searches - mineral and surface - provide list of instruments		x	Title company sub	\$500	

SCHEDULE "A"

		x	Land Services sub		\$550/day
20-40-yr title searches - surface ownership, liens, DT, assignments, subordinations, foreclosure info, open judgments, etc. - provide list of instruments	x		ETTC Abstractors	\$235-\$275	
	x		Land Services sub		\$550/day
20-40-yr title searches - surface ownership, liens, DT, assignments, subordinations, foreclosure info, open judgments, etc. - provide list of instruments		x	Title company sub	\$300	
		x	Land Services sub		\$550 /day
20-40-yr mineral searches w/ownership report, copies of instruments - including leases, assignments, units, etc.	x		Land Services sub		\$550/day, \$0.75/pg
	x		ETTLS		\$550/day, \$0.75/pg
20-40-yr mineral searches w/ownership report, copies of instruments - including leases, assignments, units, etc.		x	Land Services sub		\$550/day, \$1/page
20-40-yr title searches - surface & mineral ownership, liens, DT, assignments, subordinations, foreclosure info, open judgments, etc. - provide list of instruments	x		Land Services sub		\$550/day
	x		ETTLS		\$550/day
20-40-yr title searches - surface & mineral ownership, liens, DT, assignments, subordinations, foreclosure info, open judgments, etc. - provide list of instruments		x	Land Services sub		\$550 /day
20-40-yr surface searches w/ownership report, copies of instruments	x		ETTC Abstractors	\$200	\$0.75/pg
	x		Land Services sub	\$200	\$0.75/pg
	x		ETTLS	\$200	\$0.75/pg
20-40-yr surface searches w/ownership report, copies of instruments		x	Title company sub	\$275	\$1/page
		x	Land Services sub		\$550/day

SCHEDULE "A"

20-40-yr title mineral and surface searches w/ownership report & copies of instruments	x		ETTC Abstractors		\$550/day, \$0.75/pg
	x		Land Services sub		\$550/day, \$0.75/pg
	x		ETTLS		\$550/day, \$0.75/pg
20-40-yr title mineral and surface searches w/ownership report & copies of instruments		x	Land Services sub		\$550/day, \$1/page
Runsheets to patent - complete chain of title w/runsheets, ownership reports, digital copies of all instruments	x		Land Services sub		\$550/day, \$0.75/pg
	x		ETTLS		\$550/day, \$0.75/pg
Runsheets to patent - complete chain of title w/runsheets, ownership reports, digital copies of all instruments		x	Land services sub		\$550/day, \$1/page
Document Retrieval (price quoted is for non-certified copies)	x		ETTLS	\$35	\$1.00/page
Document Retrieval (price quoted is for non-certified copies)		x	Courthouse runner	\$50	\$1.00/page
Tax Certificates	x		ETTLS	\$37.00 + \$10.00 for extra tract	\$1/page
Tax Certificates		x	ETTLS	\$37.00 + \$10.00 for extra tract	\$1/page
Title examination	x		ETTLS		\$75/hour
	x		FD		\$185/hour
Title examination		x	ETTLS		\$75/hour
		x	FD		\$185/hour
Ownership reports			as added on to any of the other services	\$200	

SCHEDULE "A"

Copies of instruments	x		as added on to any of the other services	\$0.75/page
Copies of instruments		x	as added on to any of the other services	\$1/page
Appraisal District plats	x		Title company sub - courthouse runner	CAD fee + \$50/ hour for retrieval
Appraisal District plats		x	Title company sub - courthouse runner	CAD fee + \$50/ hour for retrieval
Other tax data - assessment info, tax amounts, payment status, exemption, delinquents, etc.	x		Title company sub - courthouse runner	Tax dist fee + \$50/ hour for retrieval
Other tax data - assessment info, tax amounts, payment status, exemption, delinquents, etc.		x	Title company sub - courthouse runner	Tax dist fee + \$50/ hour for retrieval
Title opinions	x	x	FD Attorneys	\$185/hour

EXHIBIT "A"

WORK ORDER

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

Work Order No.: _____

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

CONTRACTOR: _____

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:

[see sample descriptions in Exhibit "I"]

FEES CHARGEABLE BY CONTRACTOR:

[see Schedule "A" of MSA]

EXHIBIT "1"

SAMPLE DESCRIPTIONS OF SERVICES

Sample Description: Phase 1 Title Review

The purpose of this Phase 1 Title Review is to identify any and all real property tracts owned of record by A&M SYSTEM or one of its members and located within Sample County, Texas.

Note that award of this Phase 1 Title Review in Sample County, Texas does not guarantee that CONTRACTOR will be awarded additional work orders for any additional work in Sample County, Texas that may arise from this Phase 1 Title Review.

Attached to this Work Order is a list of names associated with the A&M SYSTEM and its members ("Names List" attached hereto as Exhibit "3"), being both current and historic names for each of the members associated to the A&M SYSTEM. Also attached to this Work order is a partial list of properties and related property information exported from A&M SYSTEM's current real property inventory ("Phase 1 Parcel List" attached hereto as Exhibit "2") showing the properties currently listed within the A&M SYSTEM real property inventory. Please note that this Phase 1 Parcel List may not accurately reflect A&M SYSTEM's ownership in these lands but it is the best information A&M SYSTEM currently has available at the time this Work Order No. _____ was issued.

Using the Names List and the Phase 1 Parcel List, CONTRACTOR will conduct an initial review of the grantor/grantee indices for Sample County, Texas and provide A&M SYSTEM with a report identifying and describing each tract of land in which CONTRACTOR has reason to believe A&M SYSTEM or one of its members currently own some quality and quantity of interest as the record title owner (the "Phase 1 Report").

A&M SYSTEM will then use the Phase 1 Report to solicit quotes from CONTRACTOR and other service providers to complete further review of real property title.

Sample Description: Phase 2 Title Review

Phase 1 Work Order No.: _____

This Phase 2 Title Review will consist of an in-depth title examination of each tract of land identified in Sample County, Texas. A&M SYSTEM will provide CONTRACTOR with a report which includes a list of properties located in Sample County, Texas, categorized as follows according to the degree of title examination required for each property (the "Phase 2 Parcel List" attached hereto as Exhibit "A-4"):

1. Full Title – CONTRACTOR will research title from the Sovereignty of the Soil (Patent) to the present; or
2. Limited Title – CONTRACTOR will research title:
 - a. Beginning with the vesting deed into A&M SYSTEM's original grantor and then forward to the present; or
 - b. If the vesting deed into A&M SYSTEM's original grantor was not executed more than 25 years prior to the date of this Work Order No. _____, beginning 25 years prior to the date of this Work Order No. _____ and then forward to present.

EXHIBIT “1”

CONTRACTOR agrees that CONTRACTOR has reviewed the Phase 2 Parcel List and will then provide the necessary services to complete the title examinations in Sample County, Texas and provide those deliverables described below at a total cost not-to-exceed **[\$ insert not-to-exceed amount]** on or before **[insert project deadline]**.

Deliverables include: **[insert list of agreed upon deliverables]**

EXHIBIT "2"

Attached hereto and made a part of that certain Work Order No. _____ dated _____.

PHASE 1 PARCEL LIST

[insert list of parcels from A&M SYSTEM inventory for this phase 1 county review]

TAMUS ID	Estate/Donor	Description	Reference Deed	Source Deed	Notes
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

SAMPLE LIST

EXHIBIT “3”

Attached hereto and made a part of that certain Work Order No. _____ dated _____.

A&M SYSTEM ENTITY NAME LIST

[insert list of entity names associated with this Phase 1 county review]

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

EXHIBIT “4”

Attached hereto and made a part of that certain Work Order No. _____ dated _____.

PHASE 2 PARCEL LIST

[insert list of parcels from A&M SYSTEM inventory for this phase 2 county 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

EXHIBIT "B"

Attached to and made a part of that certain Master Services Agreement No. 01-SERO-21-111-ROL dated February 21, 2022.

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.

EXHIBIT "B"

Attached to and made a part of that certain Master Services Agreement No. 01-SERO-21-111-ROL dated February 21, 2022.

- 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: _____