

## LAND SERVICES CONTRACT

This Land Services Contract (the "Contract") is made and entered into effect as of this 23rd day of July, 2020 (the "Effective Date"), between **Global Royalties Organization, LLC**, a Texas limited liability company ("Company"), and **Harrison Hambright** ("Contractor"). Company and Contractor may be referred to herein collectively as the "Parties" or individually as a "Party."

In consideration of the mutual covenants and agreements, and subject to the terms and conditions contained in this Contract, Company and Contractor agree as follows:

### ARTICLE I. SERVICES PROVIDED BY CONTRACTOR

A. Contractor shall provide on an exclusive basis such land related services as Company may request, 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. All work and services provided by Contractor pursuant to this Contract shall be performed according to the specifications of Company, in a good and workman-like manner, with diligence and in accordance with good industry practices and procedures. Company 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, Company being solely interested in the attainment of the desired results.

C. Neither party may assign, or transfer this Contract, 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 Contract.

### ARTICLE II. COMPENSATION

A. Company shall compensate Contractor for services on the basis of a fixed day rate fee (the "Fee") as follows: **\$200.00** per day.

B. In addition to the Fee, Contractor shall, to the extent that he otherwise complies with his obligations hereunder, be entitled to a Commission (herein so called) hereunder to be paid in addition to his bi-weekly invoice following an applicable closing of the purchase of a Property: **\$100.00** per net royalty acre for each closed transaction initiated by Contractor.

### **ARTICLE III. RELATIONSHIP OF COMPANY AND CONTRACTOR**

A. This Contract does not create an employer-employee relationship between Company and Contractor. Contractor shall at all times act as an independent contractor in furnishing all services under this Contract. 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. Contractor, its employees, servants, agents, representatives or subcontractors shall not be entitled to any pension, health insurance, profit sharing or other benefits that Company provides for its employees.

C. With the prior consent of Company, Contractor may act as agent on behalf of Company within the authority and for the purposes specified in this Contract, but shall have no authority to bind Company in any other manner or for any other purpose, or to enter into any contract or agreement on behalf of Company.

D. Company shall not be required to pay or withhold from any sums due to Contractor under this Contract 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.

### **ARTICLE IV. TERM AND TERMINATION**

A. The term of this Contract shall commence on the Effective Date and shall continue for a period of sixty days (60) days from the Effective Date (the "Initial Term"). This Contract shall automatically renew and continue month-to-month (each, an "Extension Term") unless either Party provides written notice of nonrenewal to the other Party, as applicable. Thereafter, this Contract may be extended upon the written agreement of the Parties (each, an "Agreed Extension"). The Initial Term plus any Extension Term(s) and/or any Agreed Extension shall be hereafter described as the "Term." During the Term, this Contract shall continue in full force and effect until terminated as herein provided.

B. Company may immediately terminate this Contract for good cause, which shall include (i) material breach of the terms of this Contract, (ii) conduct by Contractor exposing Company to potential liability to a third party for tort or contract damages, (iii) failure by Contractor to comply with any reasonable request or instruction from Company, or (iv) Contractor's inability to perform the services due to a physical or mental condition. If Company elects to terminate this Contract for good cause, Company shall give written notice of such termination and the effective date thereof ("Termination Date") to Contractor. Contractor shall be paid the Fee for services performed up to and including the Termination Date; provided, however, if terminated or good cause, Contractor hereby waives (i) any and all damages or claims to any other payments on account of such termination, including claims for loss of anticipated profits, or otherwise, and (ii) any claim for payments constituting Commission resulting from services rendered prior to the Termination Date.

C. Contractor may terminate this Contract by delivering written notice to Company if Company fails, in any material respect, to comply with the terms hereof and fails to cure such failure within ten (10) days of notice thereof.

D. Contractor may terminate this Contract with no cause, by delivering written notice to Company, however, if terminated with no cause, Contractor hereby waives (i) any and all damages or claims to any other payments on account of such termination, including claims for loss of anticipated profits, or otherwise, and (ii) any claim for payments constituting Commission resulting from services rendered prior to the Termination Date.

E. Notwithstanding the foregoing, termination of this Contract shall not extinguish or diminish those rights and obligations of either Company or Contractor that may have accrued prior thereto.

#### **ARTICLE V. CONFIDENTIALITY, NON-DISCLOSURE AND CONFLICT OF INTEREST**

A. Unless otherwise designated by Company, all work-related information, title information, areas of interest, maps, letters, memoranda, and other information provided by Company, and all other materials, plans, and negotiations with third parties concerning the services requested of Contractor in accordance with this Contract are proprietary to Company and shall be held strictly confidential by Contractor during the time this Contract is in effect and for twelve (12) months thereafter. Any maps, reports and other work product produced by Contractor in the performance of this Contract shall be the exclusive property of Company, and shall be delivered to Company at its request within a reasonable time upon termination of this Contract.

B. During the time that this Contract 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 itself or any third parties any services which are the subject matter of this Contract or are in the geographic area in which Contractor performed the services covered by this Contract or other described in the attached Exhibit A without Company's written consent.

## ARTICLE VI. MISCELLANEOUS

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 may be reasonably required by Company. Contractor shall furnish to Company proof of required insurance upon request.

B. Contractor and Company each agree to defend, indemnify and hold harmless the other from any claims, losses, damages, attorneys' fees, court costs, out-of-court costs, or reasonable expenses of litigation, arising out of the indemnifying party's performance or non-performance of services, duties or obligations in connection with this Contract. This indemnity provision is limited to the extent necessary to comply with any applicable state or federal law, and this provision is deemed to be amended to comply therewith. The limit of the indemnity provided herein shall not exceed the maximum lawful amount permitted by the laws of the applicable jurisdiction. By signing this Contract, Contractor and Company each hereby acknowledge that the laws, rules and regulations governing indemnity provisions differ on a state-by-state basis. Each party is hereby encouraged to seek counsel, if necessary, to become familiar with and understand the laws, rules and regulations affecting indemnity provisions of the state of Texas.

C. During the term of this Contract, Contractor shall not engage in any other business or contractual arrangements which would adversely affect Company or constitute a conflict of interest with regard to the services performed for Company. Contractor shall inform Company immediately in writing if it becomes aware that any possible conflict has arisen. Contractor shall not use Company's name in advertising, promotional material or publicity releases without the prior written consent of Company.

D. This Contract shall be governed by the laws of the State of **Texas**, without reference to conflict of law rules or principles. All services provided pursuant to this Contract shall be performed in accordance with applicable laws, rules and regulations.

E. This Contract constitutes the entire agreement of the parties and supersedes all prior agreements and understandings between the parties. If any part of this Contract shall be unenforceable for any reason, the remaining parts of the Contract shall nevertheless be binding upon and inure to the benefit of the parties.

F. The failure of either Company or Contractor to exercise any of its rights under this Contract shall not constitute a waiver of such rights with respect to any future occurrence or breach of this Contract.

G. All notices required or permitted in connection with this Contract shall be delivered in the manner provided herein to the parties' address above. Notices required to be in writing may be delivered by certified mail, properly addressed and with all postage paid, by courier, by facsimile transmission, or by e-mail. Unless otherwise specified herein, all notices shall be effective when received. Any party may change their address for notices in writing to the other party.

H. Contractor agrees that all of its services provided hereunder for the account of Company shall be conducted ethically in accordance with the Standards of Practice published by the American Association of Professional Landmen.

**ARTICLE VII. EXECUTION**

This Contract 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 Contract shall be binding upon and inure to the benefit of Contractor and Company, their respective heirs, successors and assigns.

**GLOBAL ROYALTIES ORGANIZATION, LLC CONTRACTOR**

\_\_\_\_\_ Date: \_\_\_\_ / \_\_\_\_ / \_\_\_\_  
By: David Hulse

*Harrison Hambright* Date: 7 / 24 / 2020  
By: Harrison Hambright

**EXHIBIT “A” TO LAND SERVICES CONTRACT:**

**GEOGRAPHIC AREA**

All Sections and/or tracts worked while a Contractor at Global Royalties Organization, LLC, not exclusive to, but initially within the following counties:

Texas Dawson, Borden, Andrews, Martin, Howard, Midland, Glasscock, Upton, Reagan, Culberson, Loving, Reeves, Ward, Pecos, Winkler

*Any areas outside of the above counties that are worked in while contracted at Global Royalties Organization, LLC will automatically be added to this list. At the request of Contractor, an amended Exhibit may be provided to include these new areas.*