

Simplex Energy Solutions, LLC Marketing Services Agreement



Simplex Energy Solutions, LLC, hereinafter referred to as "Simplex" agrees to provide exclusive marketing and consulting services for Keyser, LLC ("Client"), whose address is P.O. Box _____, Flint, Texas 75762, on the sale of certain of its interests in oil and gas properties, as described on the attached Exhibit A ("Properties", singularly or collectively). Specifically, Simplex will share with Client various marketing strategies and resources to conduct a negotiated sale of the Properties to the highest acceptable offer.

The Normal Service Term (herein so called) of this Marketing Services Agreement (this "Agreement") will terminate on August 31, 2025 ("Expiration Date") unless terminated or extended by mutual consent. The Normal Service Term, with Extended Service Term (hereinafter defined), as applicable, is referred to as the "Marketing Period" for purposes of this Agreement.

I. Terms of Agreement

As compensation for its services through the Normal Service Term and any applicable Extended Service Term, Simplex will receive a packaging **Retainer Fee (herein so called) of Six Thousand Five Hundred dollars (\$6,500.00 US)** payable in one installment upon execution of this Agreement by Client. In addition to the Retainer Fee, Simplex will also be eligible to receive a Success Fee if the Properties are sold (in full or in part) during the Marketing Period. Simplex will be eligible to receive a **Success Fee based on a 5% Lehman scale (five percent of the first million dollars, four percent on the second incremental million dollars, etc., down to two percent of the fourth incremental million dollars and two percent per incremental million dollars thereafter)** of the cash sales proceeds received by Client from a Purchaser during the Marketing Period. **If the sales proceeds received by the Client are \$500,000.00 or less, then the Success Fee will be a flat seven percent (7%) and, if \$100,000.00 or less, a flat ten percent (10%).** The Retainer Fee previously paid will be deducted from the Success Fee upon payment. The Success Fee is payable at closing of any transaction(s) for the sale of all or a portion of the Properties.

Any purchasers brought to Client by Simplex prior to the Expiration Date who are still negotiating in good faith as of the Expiration Date, will cause an automatic extension of this Agreement through the closing date (the "Extended Service Term") of any purchase

Page 2 – Marketing Services Agreement

and sale agreement reached between Client and such purchaser. If the Properties do not sell by the Expiration Date, and are not subject to an Extended Service Term beyond the Expiration Date, Simplex will not receive any additional compensation beyond the Retainer Fee.

Client retains the right to choose not to sell the Properties and to terminate this Agreement at any time for any reason. However, Simplex will be entitled to keep the Retainer Fee as compensation for its marketing hard costs.

If Client chooses to terminate this Agreement after bids have been received, Client will not be entitled to use the bidder names provided by Simplex without due compensation to Simplex for the fulfillment of its marketing services to Client. Specifically, if Client uses a bidder name provided by Simplex to conduct a sale of all or part of the Properties within six (6) months of the date of termination of this Agreement, and such sale is consummated by Client and such party, Simplex will be due the Success Fee on the Properties sold as if this Agreement had remained in effect.

If the Client accepts a bid and enters into binding sales agreement with a purchaser identified by Simplex, and such purchaser is willing and able to close, but Client fails or refuses to close for any reason other than a breach or other default by purchaser under the terms of such sales agreement, Simplex is entitled to partial compensation for the completion of its marketing services. This partial compensation will be equal to one-half (1/2) of the Success Fee percentage (stated previously), applied to the purchase price of the Properties set forth in such sales agreement. Bids considered for this calculation will be limited to those postmarked the day of the cancellation or earlier.

II. Services Provided

Simplex will provide buyer leads and marketing advisory services, initiate direct mail (fax) to potential purchasers; list the Properties; contact (phone) select purchasers; coordinate marketing and handle second- and third-level marketing such as reminder letters, telemarketing, and providing buyers additional data and follow-up services. Simplex will also assist with negotiations as requested by Client. **The acceptance or rejection of any offer made with respect to the Properties shall be at Client's sole discretion.**

Simplex agrees to provide certain reproduction services as required to service this account. Specifically, Simplex will create a solicitation summary and sale flyer (minimum single page) for fax, mail, and email purposes. Additionally, Simplex may prepare a formal detailed sale package to include information provided by Client on the

Properties (legal location, maps, operating expenses, state reports, check stubs, etc.) and other relevant data on the Properties. Subject to the payment of the Retainer Fee, Simplex shall bear all costs and expenses of providing such services under this Agreement.

III. Indemnification

It is understood and agreed that in the performance of work under this Agreement, Simplex is acting in the capacity of an independent contractor and that the relationship of employer and employee shall not exist between Client and Simplex hereunder, and that in any event Simplex shall have no authority whatsoever to represent or bind Client except to the extent authorized in writing by Client.

Both Client and Simplex hereto acknowledge that (i.) Simplex is not an “investment advisor” within the meaning of the Investment Advisors Act of 1940, as amended, or applicable state laws, (ii.) the nature of the services to be provided by Simplex under this Contract do not include those of an “investment advisor” (i.e. providing advice as to the value of securities or the advisability of investing in, purchasing or selling securities), or those of a “broker” or “dealer” (i.e. effecting transactions in securities for the account of the Client or others), and (iii.) it is specifically intended by the parties hereto that Simplex’s activities hereunder shall not subject Simplex to any regulation or registration under federal or state laws.

Client hereby agrees to indemnify and hold harmless Simplex, and its officers, agents, directors, employees, and any affiliated entities (collectively, the “Simplex Indemnified Parties”) free from and against all judgments, penalties, fines, settlements, losses, claims, damages, liabilities, costs, or expenses, to which any of the Simplex Indemnified Parties may become subject, directly or indirectly, caused by, relating to, based upon, or arising from information provided by Client to Simplex.

Simplex hereby agrees to indemnify and hold harmless Client, and its officers, agents, directors, employees, general partner, and any affiliated entities (collectively, the “Client Indemnified Parties”) free from and against all judgments, penalties, fines, settlements, losses, claims, damages, liabilities, costs, or expenses, to which any of the Client Indemnified Parties may become subject, directly or indirectly, caused by, relating to, based upon, or arising from information provided by Simplex to Client.

In addition, at the written request of an Indemnified Party, the expenses incurred by an Indemnified Party in connection with any action, suit or proceeding brought by a third party, shall be paid by Client or Simplex, as the case may be (each, in that capacity, an

“Indemnifying Party”) as and when incurred by the Indemnified Party in advance of the final disposition of such proceeding upon receipt by the Indemnifying Party of an undertaking by or on behalf of an Indemnified Party to repay such amount to the extent that it is ultimately determined that an Indemnified Party is entitled to be indemnified by the indemnifying party hereunder.

The provisions of this Article III shall survive any termination of this Agreement for a period of two (2) years.

IV. Confidentiality

During both the term of this Agreement and for a period of one year thereafter, Simplex will hold in strictest confidence and shall not disclose to any person, firm or corporation, without the prior written consent of Client, any information, procedures, documents or any other secret or confidential matter relating to the availability of the Properties for sale or the activities of Client or its subsidiaries or affiliates to which Simplex becomes privy in connection with or by reason of its services hereunder as an independent contractor, except as such disclosure may be required by Simplex in rendering its services on behalf of and for the benefit of the Client.

The provisions of this Article IV shall survive any termination of this Agreement.

V. Legalities

It is understood and agreed that this Agreement embodies the complete understanding of the parties hereto and that any and all provisions, negotiations and representations or prior agreements not included herein are hereby abrogated and that this Agreement cannot be changed, modified, or varied except by written instrument signed by both parties. All notices, statements or payments to be made under this Agreement shall be made in writing to the parties respectively at addresses listed herein and on the letterhead. This Agreement shall be construed and otherwise governed pursuant to the laws of the State of Texas.

[Remainder of Page Intentionally Left Blank]

[Signature Page Follows]

AGREED TO AND ACCEPTED this _____ day of May, 2025, by the undersigned,
representing Client and Simplex:

KEYSER, LLC

SIMPLEX ENERGY SOLUTIONS, LLC

By: Edward Keyser

Its:

By: Karl J. Reiter

Its: Managing Member

EXHIBIT “A”
Property Description

All right, title, interest, and associated acreage in the following: