

CRAWFORD, HUDDLESTON & Co.

BASIC ENGAGEMENT AGREEMENT (v.9B 2023)

DATE _____

AMARILLO, TEXAS USA

Crawford, Huddleston & Co., LLC ("CHCo") and _____ ("Client") hereby express our intended collaboration to pursue Purposes identified in #1, below by a Procedure identified in #2, below for Consideration identified in #3, below.

1. PURPOSE

The purpose of this engagement shall be one or more of the following activities, including the creation, expansion, modification and/or termination of an existing entity, activity and/or practice, including but not limited to _____.

2. PROCEDURE

The procedure for this engagement involves analysis of provided media, contact with internal parties, and/or related, sponsored contact with external parties (possible vendors, customers, investors and/or others) including but not limited to _____. Subsequent activity between the parties beyond these measures shall be defined exclusively by other documentation with no obligation connected to this Agreement.

3. CONSIDERATION

The initiation fee for this transaction is a one-time payment (by wire) of \$5,000 (USD), intending to cover the first 30 calendar days. Engagement may be extended by the parties in 30-day increments at a rate of \$5,000 (USD) plus expenses as agreed by the parties.

4. TERMINATION

This engagement naturally terminates 30 calendar days from its origin, regardless of status of activities identified in #2, above unless extended. Any such extension shall be in writing, executed by the parties and shall form subsequent addenda to this agreement.

5. CONFIDENTIALITY

Without prior consent, neither party shall disclose to any other person any Confidential Information that has been developed, exchanged, created or discovered between the parties, that discussions or negotiations have taken, are taking or may take place concerning any relationship or potential transaction between CHCo, Client and/or others. Neither shall either party disclose the terms, conditions or pending status of any such relationship with each other and/or any associated firms, except as may be required in order to comply with applicable law.

6. FURTHER OBLIGATION

This Agreement is neither intended to, nor shall it be construed as creating a joint venture, partnership or other form of business association between the parties. Accordingly, this Agreement shall not create any obligation one to the other between the parties apart from that obligation each has to the other regarding non-disclosure regardless of the status, success or failure of any associated negotiation between the parties.

7. ENFORCEMENT

This Agreement shall be governed by the laws of the State of Texas; as such laws are applied to transactions between parties in Texas, performed entirely in Texas even though certain activities herein may take place between Texas and other jurisdictions.

8. NOTICES

Notices between the parties shall be delivered each to the other as listed below. For CHCo; notices shall be delivered to Crawford, Huddleston & Co. c/o Jim Huddleston at the email address jd@chco2.com. For Client, notices shall be delivered to _____ at the email address _____.

This Agreement and any notices executed from time to time hereafter which incorporate the terms of this Agreement set forth the parties' only obligations and constitute the parties' sole and entire agreement, written or oral, with respect to confidentiality and the Confidential Information.

If any provision of this Agreement is or becomes invalid, illegal or is incapable of being enforced, all other provisions shall nevertheless remain in full force and effect. This Agreement may be executed in counterparts, each deemed to be an original.

9. SIGNATURES

In evidence of our agreement to the above, we, the undersigned do hereby affix our signatures:

Client:

Date

Acknowledgement

SEAL

Crawford, Huddleston & Co

Date

Acknowledgement

SEAL

MEDIATION ADDENDUM
ATTACHED IF INDICATED BELOW

In the event the Purpose (#1) and Procedure (#2) can best be described as a Mediation, the 2 (or more) parties shall engage CHCo in the Basic Engagement Agreement and these 2 Sections shall be synchronized to represent the intended outcome (for example, one party selling its interest to another; including but not limited to the other, original party). The Consideration (#3) terms are separate as are the possible terminations and/or extensions.

In the event of a Mediation election, it is our suggestion that the parties restrict direct communication in favor of this process.

In the event of a Mediation election, any detail generated (regardless of media) shall be subject to Confidentiality (#5)

In the event of a Mediation election, the Procedure (in each party's Basic Engagement) shall be expanded to include the following:

1. Participation in a Separate Caucus format to identify individual interests
2. Gathering and analysis of available information from one or more of the parties
3. Orderly Communication of each side's individual interest to the other side
4. Subsequent Revision of Individual Interests as may be countered
5. Identification and/or Solicitation of 3rd party (if applicable) to the Purpose and Procedure
6. Drafting of a Mediated Settlement Agreement by and between the parties
7. Facilitation and Finalizing of the transaction between the parties

SIGNATURES

In evidence of our agreement to adopt a Mediation format, we, the undersigned do hereby affix our signatures:

_____	_____	_____	SEAL
Client:	Date	Acknowledgement	
_____	_____	_____	SEAL
Crawford, Huddleston & Co	Date	Acknowledgement	