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Producers 88-198(Revised)
Texas Paid-Up

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OIL, GAS AND MINERAL LEASE
(PAID-UP LEASE)

THIS AGREEMENT made this 12th day of October, 2021, between Shane Nathaniel McCauley, dealing herein with sole and separate property, Lessor (whether one or more) whose address is 1620 N 16th St., Boise, Idaho 83702, and J & A Wheat Investments Inc., Trustee, Lessee, whose address is 17439 Hwy 155 S., Apt F, Flint, TX 75762.

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WITNESSETH:

1. Lessor, in consideration of Ten Dollars ($10.00), in hand paid, of the royalties herein provided, of the agreement of Lessee herein contained, and of other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, hereby grants, leases, and lets exclusively unto Lessee, for the purpose of investigating, exploring, prospecting, drilling and mining for, and producing oil, gas (including all gases, liquid hydrocarbons and their respective constituent elements), and all other minerals (whether or not similar to those mentioned), conducting exploration, geologic, and geophysical tests and surveys, injecting gas, water, and other fluids and air into subsurface strata, establishing and utilizing facilities for the disposition of salt water, laying pipelines, housing employees, and building roads, tanks, power stations, telephone lines, and other structures thereon to produce, save, take care of, treat, transport, and own said products, the following lands located in San Augustine County, Texas:

SEE EXHIBIT A

This lease also covers and includes all land owned or claimed by Lessor adjacent or contiguous to the land particularly described above, whether the same be in said survey or in adjacent surveys, although not included within the boundaries of the land particularly described above. The land covered by this lease shall be hereinafter referred to as the "Land." Lessor agrees to execute any lease amendment requested by Lessee for a more complete or accurate description of the Land and such amendment shall include words of present lease and grant. For the purpose of calculating any payments hereinafter provided for, the Land is estimated to comprise **676.7943** acres, whether it actually comprises more or less, until such time as Lessee requests a lease amendment and same is filed of record.

2. Subject to the other provisions herein contained, this lease shall be for a term of **three (3) years** from this date (called "primary term") and as long thereafter as oil, gas, or other minerals are produced from or operations are conducted on the Land or land with which the Land is pooled hereunder. The word "operations" as used herein shall include but not be limited to any one or more of the following: preparing or constructing a drillsite or wellsite location or access road, drilling, testing, completing, reworking, recompleting, deepening, plugging back, or repairing of a well in search for or in an endeavor to obtain production of oil, gas or other minerals, and any other actions associated therewith or related thereto.

3. The royalties to be paid by Lessee are: (a) on oil delivered at the wells or into the pipeline to which the wells may be connected, one-eighth (1/8) of the proceeds received from the sale thereof produced and saved from the Land, computed at the mouth of the well, provided that Lessee may from time to time purchase any royalty oil in its possession, paying the market price therefor prevailing in the field where produced on the date of purchase, in either case, Lessor's interest bearing one-eighth (1/8) of the cost of treating the oil to render it marketable pipeline oil or, if there is no available pipeline, one-eighth (1/8) of the cost of all trucking charges; (b) on gas, including all gases, processed liquid hydrocarbons associated therewith, and any other respective constituent elements, casinghead gas, or other gaseous substance produced from the Land and sold or used off the premises or for the extraction of gasoline or other product therefrom, the market value at the well of one-eighth (1/8) of the gas so sold or used, provided the market value shall not exceed the amount realized by Lessee for such gas computed at the mouth of the well, and provided further that (i) on gas sold at the wells the royalty shall be one-eighth (1/8) of the net proceeds received from such sale, and (ii) in computing the amount realized for gas sold at a point downstream from the mouth of the well, Lessor's interest shall bear one-eighth (1/8) of the cost of all gathering, compression, processing, treating, dehydrating, storing, separating, transporting, and other costs incurred by Lessee in marketing or otherwise rendering the gas ready for market through the point of sale; (c) on all other minerals mined and marketed, one-tenth either in kind or value at the well or mine, at Lessee's election. Any royalty interests, including, without limitation, non-participating royalty interests, in the Land, whether or not owned by Lessor and whether or not effectively pooled by Lessee pursuant to the provisions hereof, shall be paid from the royalty set forth herein. Lessee shall have free use of oil, gas, and water from the Land, except water from Lessor's wells, in all operations which Lessee may conduct hereunder, including water injection and secondary recovery operations, and the royalty on oil, gas, and other minerals shall be computed after deducting any so used.

4. If, at the expiration of the primary term or at any time or times after the primary term hereof, there is a well or wells capable of producing oil, gas, or other minerals in paying quantities on the Land or land or leases pooled therewith, but oil, gas, or other minerals are not being sold or used and this lease is not then being maintained by production, operations, or otherwise, this lease shall not terminate (unless released by Lessee), and it shall nevertheless be considered that oil, gas, and other minerals are being produced from the Land within the meaning of Paragraph 2. However, in this event, Lessee shall pay or tender as shut-in royalty to Lessor, or tender for deposit at a bank designated by Lessor to the credit of Lessor, a sum determined by multiplying one dollar ($1.00) per acre for each acre then covered by this lease, provided, however, that in the event said well is located on a pooled unit comprised of all or a portion of the Land and other land or leases, this lease shall not terminate as to the portion of the Land included in the pooled unit, and Lessee shall pay a sum determined by multiplying one dollar ($1.00) for each acre of the Land included in such pooled unit on which said shut-in well is located. If such bank (or any successor bank) should fail, liquidate, or be succeeded by another bank or for any reason fail or refuse to accept such payment, Lessee shall re-tender such payment within thirty (30) days following receipt from Lessor of a proper recordable instrument naming another bank as agent to receive such payment or tenders. Such shut-in royalty payment shall be due on or before the expiration of ninety (90) days after (a) the expiration of the primary term, (b) the date of completion of such shut-in well, (c) the date on which oil, gas, or other minerals cease to be sold or used, (d) the date this lease (or a portion thereof) is included in a pooled unit on which a well has been previously completed and shut-in, or (e) the date the lease ceases to be otherwise maintained, whichever be the later date. It is understood and agreed that no shut-in royalty payments shall be due during the primary term. In like manner and upon like payments or tenders on or before the next ensuing anniversary of the due date for said payment, Lessee shall continue to pay such shut-in royalty for successive periods of one (1) year each until such time as this lease (or the applicable portion thereof) is maintained by production or operations. However, if actual production commences within the applicable 90-day period, a shut-in royalty payment shall not be required, but if a shut-in royalty payment is tendered, no additional shut-in payment will be due until the next ensuing anniversary of the due date for said tendered payment regardless of how many times actual production may be commenced and shut-in during such one (1) year period. Lessee's failure to pay or tender or to properly or timely pay or tender any such sum as shut-in royalty shall render Lessee liable for the amount due but shall not operate to terminate this lease. Lessee agrees to use reasonable diligence to produce, utilize, or market the minerals capable of being produced from said wells, but in the exercise of such diligence, Lessee shall not be obligated to install or furnish facilities beyond the wellhead and shall not be required to settle labor trouble or to market gas upon terms unacceptable to Lessee. If at any time Lessee pays or tenders royalty or shut-in royalty as hereinabove provided, two (2) or more parties are, or claim to be, entitled to receive same, Lessee may, in lieu of any other method of payment herein provided, pay or tender such royalty or shut-in royalty, in the manner above specified, either jointly to such parties (delivered to either party) or separately to each in accordance with their respective ownerships thereof, as Lessee may elect. Nothing herein shall impair Lessee's right to release all or a portion of the Land as provided in Paragraph 6 hereof. In the event of assignment of this lease in whole or in part, liability for payment hereunder shall rest exclusively on the then-owners of this lease, severally as to acreage owned by each.

5. (a) Lessee shall have the right and power in its discretion to pool or combine, as to any one or more strata or formations, the Land or any portion of the Land with other portions of the Land or with other land or leases in the vicinity thereof. The above right and power to pool and unitize may be exercised with respect to oil, gas, or other minerals, or any one or more of said substances, and may be exercised at any time and from time to time during or after the primary term, and before, during, or after the drilling of a well. Pooling in one or more instances shall not exhaust the rights of Lessee to pool the Land or portions thereof into other units. Units formed by pooling as to any stratum or strata need not conform in size or area with units as to any other stratum or strata, and oil units need not conform as to area with gas units. Units pooled for oil hereunder, which are not horizontal completions, shall not substantially exceed 80 acres each in area plus a tolerance of 10% thereof, and units pooled for gas or horizontal completions hereunder shall not substantially exceed in area 640 acres each, plus a tolerance of 10% thereof, provided that should governmental authority having jurisdiction prescribe or permit the creation of units larger than those specified for the drilling or operation of a well either at a regular location or under an exception to applicable spacing rules or for obtaining a maximum allowable from any well that is either already drilled, is being drilled, or is to be drilled, units created hereunder may conform substantially in size with those prescribed or permitted by governmental regulations. For the purpose of the foregoing, the term "horizontal completion" means a well in which the horizontal component of the gross completion interval in the reservoir is at least one hundred (100) feet. The pooling for gas hereunder by Lessee shall also pool and unitize all associated liquid hydrocarbons and any other respective constituent elements as may be produced with the pooled or

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unitized gas, and the royalty interest payable to Lessor thereon shall be computed the same as on gas. With respect to any unit so formed, Lessee shall execute in writing an instrument or instruments identifying and describing the pooled acreage and file same for recording in the appropriate records of in the county in which said pooled acreage is located. Such pooled unit shall become effective as of the date provided for in said instrument or instruments, but if said instrument or instruments make no such provision, then such unit shall become effective on the date such instrument or instruments are so filed for record. Any unit so formed may be re-formed, increased, or decreased, at the election of Lessee, at any time and from time to time after the original forming thereof by executing an appropriate instrument describing such reformation, increase, or decrease, and Lessee shall file such instrument of record in the same manner provided above. Any such pooled unit established in accordance with the terms hereof shall constitute a valid and effective pooling of the interests of Lessor and Lessee hereunder regardless of the existence of other mineral, non-executive mineral, royalty, non-participating royalty, overriding royalty, or leasehold interests in lands within the boundary of the pooled unit which are not effectively pooled therewith, and Lessee shall be under no duty to obtain an effective pooling of such other outstanding interests in lands within the boundary of any pooled unit. Operations on or production of oil, gas, or other minerals from any part of the pooled unit which includes all or a portion of the Land, regardless of whether such operations were commenced or such production was secured before or after the date of this lease or the date of the instrument designating the pooled unit, shall be considered for all purposes, except the payment of royalties, as operations on or production from the Land whether or not the well or wells be located on the Land. The production from an oil well will be considered production from the lease or oil pooled unit from which it is producing and not as production from a gas pooled unit; and production from a gas well will be considered as production from the lease or gas pooled unit from which it is producing and not from an oil pooled unit. For the purpose of computing the royalties payable hereunder on production from the pooled unit, there shall be allocated to the Land that portion of the oil, gas, or other minerals produced from the pooled unit, after deducting that used for operations thereon, that the number of surface acres of the Land included in the pooled unit bears to the total number of surface acres in the pooled unit. Lessee may vacate any unit formed by it hereunder by instrument in writing filed for record in said county at any time when there is no unitized substance being produced from such unit. If this lease now or hereafter covers separate tracts, no pooling or unitization of royalty interests as between any such separate tracts is intended or shall be implied or result merely from the inclusion of such separate tracts within this lease but Lessee shall nevertheless have the right to pool or unitize as provided above with consequent allocation of production as herein provided. As used in this Paragraph 5, the words "separate tract" mean any tract with royalty ownership differing, now or hereafter, as to either parties or amounts, from that as to any other part of the Land.

(b) Lessee, at any time and from time to time during the life of this lease, shall have the right and power as to all or any part or formation or strata of the Land, without Lessor's joinder, to unitize the same with other lands, formations, strata, or leases covering lands in the same general area as the Land by combining the leasehold estate and Lessor's royalty estate created by this lease with any other leasehold, royalty, or mineral estates in and under any other tract or tracts of land, regardless of the ownership thereof, so as to create by the combination of such interests or any of them one or more unitized areas of such size and shape as may be determined by Lessee to be developed and operated by secondary or tertiary methods as though such lands and interests were all included within the terms hereof and constituted a single oil, gas, and mineral lease. Production from such unitized area shall be divided or allocated among the various tracts comprising such unitized area based on a formula derived from parameters utilized by Lessee and incorporated in a unitization agreement approved by the Railroad Commission of Texas. The unitization agreement shall include other provisions designed to allow for operations of the unitized area in an orderly manner, and Lessor hereby agrees that all provisions contained therein shall be binding on Lessor provided such unitization agreement is approved by the Railroad Commission of Texas or other governmental agencies having jurisdiction over such matters. Operations on or production of oil, gas, or other minerals from any part of the unitized area which includes all or a portion of the Land, regardless of whether such operations were commenced or such production was secured before or after the date of this lease or the date of the instrument designating the unitized area, shall be considered for all purposes, except the payment of royalties, as operations on or production of oil, gas, or other minerals from the Land whether or not the well or wells be located on the Land. Royalties payable from the unitized area shall be computed on the basis of the production allocated to the portion of the Land included within such unitized area after excluding therefrom any oil or gas used in the operations thereon.

6. Lessee may at any time or times execute and deliver to Lessor or to the depository above named or place of record, a release or releases covering any portion of the Land and/or portion of subsurface strata or stratum and thereby surrender this lease as to such portion and/or portion of subsurface strata or stratum and be relieved of all obligations as to the acreage, strata or stratum surrendered. In the event of the release, surrender, or termination of this lease as to only a portion of the Land or any stratum thereof, Lessee shall retain rights of ingress and egress across and through any such released, surrendered, or terminated portion or strata in order to have necessary access to that portion or strata of the Land which remains in force.

7. If, at any time or times after the expiration of the primary term, operations or production of oil, gas, or other minerals on the Land or on acreage pooled therewith should cease from any cause and this lease (or any portion thereof that had been held in force by virtue of such operations or production) is not then being otherwise maintained, this lease (in its entirety or as to such portion, as applicable) shall not terminate if Lessee commences or resumes operations within ninety (90) days thereafter and continues conducting operations with no cessation of operations of more than ninety (90) consecutive days, and if such operations result in the production of oil, gas, or other minerals, this lease shall remain in full force and effect for so long thereafter as oil, gas, or other minerals are produced from the Land or acreage pooled therewith. It is understood and agreed that if, during the primary term hereof, all operations and production cease on the Land or land on leases pooled therewith, this lease shall nevertheless remain in full force and effect during the paid-up primary term hereof. If, at the expiration of the primary term, oil, gas or other minerals are not being produced on the Land or on acreage pooled therewith and there are no operations on the Land or on acreage pooled therewith, but Lessee has, prior to the expiration of the primary term, conducted operations on or completed a well as a producer or a dry hole, this lease shall not terminate if Lessee commences or resumes operations within ninety (90) days after the expiration of the primary term. If, after the expiration of the primary term, Lessee commences operations for a well on land other than the Land and said other land has been included or combined with all or a portion of the Land in a unit formed at any time while this lease is in effect whether before or after the expiration of the primary term hereof, this lease shall remain in force so long as operations on said well or operations on any additional well on the Land or acreage pooled therewith are prosecuted with no cessation of more than ninety (90) consecutive days, and if they result in the production of oil, gas, or other minerals, so long thereafter as oil, gas or other minerals are produced from the Land or acreage pooled therewith. For all purposes herein, if an oil well on an oil unit containing all or a portion of the Land is reclassified as a gas well, or if a gas well on a gas unit containing all or a portion of the Land is reclassified as an oil well, the effective date of such reclassification shall be considered as the date of cessation of production from said well. If, after the primary term of this lease, a well or wells should be drilled and completed as a producer of oil or gas in paying quantities and such well or wells are located on adjacent land and within 330 feet of and draining the Land (provided that with respect to a well drilled under a permit providing for a well location at a distance 330 feet or greater from the Land, any as-drilled deviation of less than 30 feet or that otherwise falls within the permissible deviation range under any applicable "box rule" shall be disregarded), Lessee agrees, at its option to either (a) drill such offset well or wells, as an ordinary prudent operator would drill under similar circumstances, or (b) release the affected acreage as to the affected stratum in accordance with the provisions of Paragraph 6 herein. However, there shall be no express or implied duty of Lessee, with respect to the above options, unless such offset well or wells drilled by Lessee would be sufficiently productive to pay Lessee a profit over and above Lessee's expenses, including drilling, completing, and operating expenses and royalty burdens.

8. Lessee shall have the right, at any time during or after the expiration of this lease, to remove all property and fixtures placed by Lessee on the Land, including the right to draw and remove all casing. Upon Lessor's request and when reasonably necessary for utilization of the surface for some intended use by the Lessor, Lessee will bury all pipelines below ordinary plow depth. No well shall be drilled within two hundred (200) feet of any residence or barn now on the Land without Lessor's consent.

9. The rights of either party hereunder may be assigned in whole or in part, and the provisions hereof shall extend to their heirs, successors, and assigns; but no change or division in such ownership of the Land or royalties, however accomplished, shall operate to enlarge the obligation or diminish the right of Lessee, and no change or division in such ownership shall be binding on Lessee until thirty (30) days after Lessee shall have been furnished, by registered U.S. mail at Lessee's principal place of business, with a certified copy of recorded instrument or instruments evidencing same or other evidence satisfactory to Lessee. If any such change in ownership occurs by reason of the death of the owner, Lessee may nevertheless pay or tender royalties, or a portion thereof, to the credit of the decedent. In the event of assignment hereof in whole or in part by Lessee, Lessee shall thereafter be relieved of all obligations and liability with respect to the portion of this lease so assigned. If six or more parties become entitled to royalty hereunder, Lessee may withhold payment thereof unless and until furnished with a recordable instrument, executed by all such parties, designating an agent to receive payment for all.

10. The breach by Lessee of any obligation arising hereunder shall not work a forfeiture or termination of this lease, nor cause a termination or reversion of the estate created hereby, nor be grounds for cancellation hereof in whole or in part. In the event Lessor considers that Lessee has not performed its obligations or has not acted in compliance with this lease, Lessor shall notify Lessee in writing of the facts relied upon as constituting a breach hereof, and Lessee, if in default, shall have ninety (90) days after receipt of such notice in which to commence the compliance with the obligations imposed by virtue of this instrument. The service of said notice shall be precedent to the bringing of any action by lessor on said lease for any cause, and no such action shall be brought until the lapse of ninety (90) days after service of such notice on lessee. Neither the service of said notice nor the doing of any acts by Lessee aimed to meet all or any of the alleged breaches shall be deemed an admission or presumption that Lessee has failed to perform its obligations hereunder. After the discovery of oil, gas, or other minerals in paying quantities on the Land or lands pooled therewith, Lessee shall reasonably develop the acreage retained hereunder; but, in discharging this obligation, it shall in no event be required to drill more than one oil well as a horizontal completion or one gas well per 640 acres, plus an acreage tolerance not to exceed 10% thereof, of the area retained hereunder and capable of producing such oil or gas in paying quantities, and if Lessee has not developed an area retained hereunder and capable of producing oil in paying quantities by drilling an oil well as a horizontal completion, Lessee shall in no event be required to drill more than one well per eighty (80) acres, plus an acreage tolerance not to exceed 10% thereof, of such area.

11. Lessor hereby warrants and agrees to defend the title to the Land and agrees that Lessee may, at its option, discharge any tax, mortgage, or other lien upon the Land, either in whole or in part; and, in the event Lessee does so, it shall be subrogated to such lien with the right to enforce same and apply royalties accruing hereunder toward satisfying same. When required by state, federal, or other laws, Lessee may withhold taxes with respect to royalty and other payments hereunder and remit the amounts withheld to the applicable taxing authority for credit to Lessor. Without impairment of Lessee's right under the warranty in event of failure of title, it is agreed that if Lessor owns an interest in the oil, gas or other minerals on, in, or under the Land less than the entire fee simple estate, then any amounts payable hereunder, including shut-in royalties and royalties on production, shall be reduced proportionately.

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12. Should Lessee be prevented or hindered from complying with any express or implied covenant or obligation of this lease, from conducting operations or producing oil, gas, or other minerals hereunder, or from performing or conducting any other action under or in connection with this lease by reason of force majeure, then while so prevented or hindered and for a period of six (6) months thereafter, (i) Lessee shall be excused from and shall not be liable for failure to comply with any such covenant or obligation, and (ii) this lease shall be extended and such time shall not be counted against Lessee, anything in this lease to the contrary notwithstanding. For purposes of this lease, the term "force majeure" shall mean any act of God; scarcity of, inability to obtain or use, or unavailability of equipment, materials, or labor; any federal or state law, any order, rule, or regulation of governmental authority; war; attack; natural disaster; floods; extreme weather events; strike; pandemic or epidemic; undue delays in obtaining necessary permits; and other causes beyond the reasonable control of Lessee, whether similar or dissimilar to the foregoing, that could not have reasonably been anticipated or avoided by a prudent operator. The specification of causes of force majeure herein enumerated shall not exclude other causes from consideration in determining whether Lessee has used reasonable diligence wherever required in fulfilling any obligations or conditions of this lease, express or implied. All terms and conditions of this lease, whether express or implied, shall be subject to all federal and state laws, executive orders, rules, and regulations; and this lease shall not be terminated, in whole or in part, nor Lessee held liable in damages for failure to comply therewith, if compliance is prevented by, or if such failure is the result of, any such law, order, rule, or regulation.

13. This lease states the entire contract between the parties, and no representation or promise, verbal or written, on behalf of either party shall be binding unless contained herein; and this lease shall be binding upon each party executing the same and their successors, heirs, and assigns, regardless of whether or not executed by all persons above named as "Lessor."

14. At any time prior to the expiration of the primary term of this lease, or if operations are being conducted on the Land or lands pooled therewith at or after the expiration of the primary term of this lease in such a manner as to maintain this lease in force and effect, then within thirty (30) days after the completion of a dry hole resulting from such operations, Lessee may extend the primary term of this lease as to all or any part of acreage then covered hereby for an additional two (2) years beyond the initial primary term by (i) written notification to Lessor that Lessee wishes to extend the Lease, and (ii) payment to Lessor or to Lessor's successor in interest, as reflected by notice to Lessee pursuant to Paragraph 9 hereof, or payment to the credit of Lessor or Lessor's successor in interest in any depository bank named herein or in any amendatory instrument in an amount per net mineral acre as to such acreage being extended equal to the amount per net mineral acre paid for the initial execution and delivery of this lease. If this option is exercised by Lessee, then the lease as extended will thereafter be treated as if the original primary term had been for five (5) years.

15. This lease may be executed in counterpart or in multiple originals, either one of which is as valid as the other and when taken together shall constitute one agreement. All additions, changes, deletions, insertions or attachments to this instrument are recognized by Lessors as having been made prior to the executions and acknowledgments hereof. For recordation purposes, Lessee is authorized to detach signature and acknowledgment pages from one or more counterparts and to attach them for filing with any other executed counterparts of this Agreement.

16. In the event that Lessor receives a bona fide offer which Lessor is willing to accept from any party offering to acquire from Lessor a lease covering any or all of the substances covered hereby and covering all or a portion of the Land, with the lease becoming effective upon or after expiration of this lease, Lessor hereby agrees to notify Lessee in writing of said offer immediately, including in the notice the name and address of the offeror, the price offered, and all other pertinent terms and conditions of the offer. Lessee, for a period of fifteen (15) days after receipt of the notice, shall have the prior and preferred right and option to acquire the lease or any part thereof or interest therein covered by the offer at the price and according to the terms and conditions specified in the offer.

17. This lease is subject to those certain additional terms and provisions set forth in **Exhibit A**, attached hereto and incorporated herein.

IN WITNESS WHEREOF, this instrument is executed on the date(s) of acknowledgment below, effective however, as of the date first above written.

Shane Nathaniel McCauley

Texas Royalty Brokers

ACKNOWLEDGEMENT

STATE OF ~~TEXAS~~ Idaho §

COUNTY OF Ada §

This instrument was acknowledged before me on the 25th day of October, 2021 by **Shane Nathaniel McCauley**

Notary Public, State of Texas

Wesley McDaniel
Commission Number: 20204399
Notary Public
State of Idaho
My Commission Expires: 11/09/2026

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EXHIBIT A

Attached to and made a part of that certain Oil, Gas and Mineral Lease dated October 12th, 2021, by and between Shane Nathaniel McCauley, as Lessor, and J & A Wheat Investments Inc., Trustee, as Lessee.

Property Description: **676.7943 acres of land**, more or less, described as the following Eleven (11) tracts:

Tract 1: 104.514 acres of land, more or less, situated in the John Clark Survey, A-77, San Augustine County, TX and being the same land more particularly described by metes and bounds in that certain Warranty Deed, dated June 8, 1943, from J. A. Burleson, as Grantor to Kate Polk Gillian and Henry K. Polk, as Grantees recorded as Volume 86, Page 108 of the Deed Records of San Augustine County, Texas. Save & Except 6.7 acres, more or less, situated in the John Clark Survey, A-77, San Augustine County, TX and being the same land more particularly described by metes and bound in that certain Warranty Deed, dated December 12, 1908, from J. A. Burleson, as Grantor to Franklin Lewis, as Grantee, recorded as Volume 40, Page 248 of the Deed Records of San Augustine County, Texas. Save & Except 14.6 acres, more or less, situated in the John Clark Survey, A-77, San Augustine County, TX and being the same land more particularly described by metes and bound in that certain Warranty Deed, dated January 29, 1931, from J. A. Burleson, Jr., as Grantor to Mrs. Mary Hanks, a feme sole, as Grantee, recorded as Volume 74, Page 581 of the Deed Records of San Augustine County, Texas. Save & Except 4.186 acres, more or less, situated in the John Clark Survey, A-77, San Augustine County, TX and being the same land more particularly described by metes and bound in that certain Warranty Deed, dated April 22, 1937, from J. A. Burleson, as Grantor to State of Texas, as Grantee, recorded as Volume 77, Page 584 of the Deed Records of San Augustine County, Texas. Leaving herein 104.514 acres of land, more or less.

Tract 2: 216.875 acres of land, more or less, situated in the T.J. Martin Survey, A-194, San Augustine County, TX and being the same land more particularly described as 272 acres of land, more or less, by metes and bounds in that certain Warranty Deed, dated May 5th, 2000, from Kristie Polley Brown and husband, Malcolm Brown as Grantors to J.C. McSwain and wife, Venorah McSwain, as Grantee recorded as Volume 9, Page 128 of the Real Property Records of San Augustine County, Texas; SAVE & EXCEPT: 5.125 acres of land, more or less, situated in the T.J. Martin Survey, A-194, San Augustine County, TX and being the same land more particularly described by metes and bounds in that certain Deed, dated May 3rd, 1911, from Mollie E. Burleson, as Grantor to I.E. Roberts, as Grantee recorded in Volume 45, Page 197 of the Deed Records of San Augustine County, Texas; SAVE & EXCEPT: 50 acres of land, more or less, situated in the T.J. Martin Survey, A-194, San Augustine County, TX and being the same land more particularly described by metes and bounds in that certain Deed, dated September 14th, 1909, from Mary E. Burleson, as Grantor to Annie A. Garrett, as Grantee recorded in Volume 42, Page 519 of the Deed Records of San Augustine County, Texas; Leaving herein 216.875 acres of land, more or less.

Tract 3: 38.657 acres of land, more or less, situated in the T.J. Martin Survey, A-194, San Augustine County, TX and being the same land more particularly described as 50 acres of land, more or less, by metes and bounds in that certain Deed, dated August 30th, 1979, from J.B. Miller, Sr., as Grantors to Horace Nolen Miller, as Grantee recorded as Volume 207, Page 326 of the Deed Records of San Augustine County, Texas; SAVE & EXCEPT: 11.343 acres of land, more or less, situated in the T.J. Martin Survey, A-194, San Augustine County, TX and being the same land more particularly described by metes and bounds in that certain Warranty Deed, dated April 22nd, 1982, from John B. Miller, Jr., as Grantor to Nolen Miller, as Grantee recorded in Volume 234, Page 24 of the Deed Records of San Augustine County, Texas; Leaving herein 38.657 acres of land, more or less.

Tract 4: 5.125 acres of land, more or less, situated in the T.J. Martin Survey, A-194, San Augustine County, TX and being the same land more particularly described by metes and bounds in that certain Deed, dated May 3rd, 1911, from Mollie E. Burleson, as Grantor to I.E. Roberts, as Grantee recorded in Volume 45, Page 197 of the Deed Records of San Augustine County, Texas.

Tract 5: 55.00 acres of land, more or less, situated in the T.J. Martin Survey, A-194, San Augustine County, TX and being the same land more particularly described by metes and bounds in that certain Warranty Deed, dated May 29th, 1950, from Nannie V. Hilton, James P. Hilton and wife, Pauline Hilton, Bernice H. Berkline and husband, Clyde Berkline, Drew Davis Hilton, Ryhan Claxton Hilton, Christine Hilton and Winnie Lee H. Weldon and husband, Albert Jack Weldon, Charles Ed Hilton and wife, Nina Mae Hilton, heirs of C.L. Hilton, Deceased as Grantors to N.T. Bennett, as Grantee recorded as Volume 105, Page 525 of the Real Property Records of San Augustine County, Texas.

Tract 6: 55.00 acres of land, more or less, situated in the T.J. Martin Survey, A-194, San Augustine County, TX and being the same land more particularly described by metes and bounds in that certain Warranty Deed, dated

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June 7th, 1950, from Vera Mae Hilton, Johnnie Hilton Whitescarver and husband, E.L. Whitescarver, Charles Ernest Hilton and wife, Armenia Hilton, Willie Irene Henly and husband, Bull Henly, Mattie Hilton Jackson and husband, Robert Jackson, Geraldine Hilton Justice and husband, E.E. Justice, Jr., heirs of John Hilton, Deceased as Grantors to N.T. Bennett, as Grantee recorded as Volume 105, Page 530 of the Real Property Records of San Augustine County, Texas.

Tract 7: 84.267 acres of land, more or less, situated in the T.J. Martin Survey, A-194, San Augustine County, TX and being the same land more particularly described by metes and bounds as 89.97 acres of land, more or less, in that certain Warranty Deed, dated August 7th, 2000, from B & T Farms, as Grantor to Ronnie W. Borders Family Trust, as Grantee recorded as Volume 16, Page 25 of the Real Property Records of San Augustine County, Texas; SAVE & EXCEPT: 5.703 acres of land, more or less, situated in the T.J. Martin Survey, A-194, San Augustine County, TX and being the same land more particularly described by metes and bounds in that certain Warranty Deed, dated November 2nd, 2010, from Ronnie W. Borders Family Trust, as Grantor to Longbranch Energy, LP, as Grantee recorded as Volume 192, Page 289 of the Real Property Records of San Augustine County, Texas; Leaving 84.267 acres of land, more or less.

Tract 8: 5.703 acres of land, more or less, situated in the T.J. Martin Survey, A-194, San Augustine County, TX and being the same land more particularly described by metes and bounds in that certain Warranty Deed, dated November 2nd, 2010, from Ronnie W. Borders Family Trust, as Grantor to Longbranch Energy, LP, as Grantee recorded as Volume 192, Page 289 of the Real Property Records of San Augustine County, Texas.

Tract 9: 5.00 acres of land, more or less, situated in the T.J. Martin Survey, A-194, San Augustine County, TX and being the same land more particularly described by metes and bounds in that certain Warranty Deed, dated March 29th, 1999, from B & T Farms, as Grantors to Dave Cave, as Grantee recorded as Volume 312, Page 462 of the Deed Records of San Augustine County, Texas.

Tract 10: 95.3103 acres of land, more or less, situated in the T.J. Martin Survey, A-194, San Augustine County, TX and being the same land more particularly described by metes and bounds as 292.75 acres of land, more or less, in that certain Deed, dated November 15th 1902, from H.K. Polk and wife, Ella Polk, as Grantors to Joseph A. Burleson and wife, Katie Burleson, as Grantees recorded as Volume W, Page 399 of the Deed Records of San Augustine County, Texas; SAVE & EXCEPT: 106 acres (later called two 55 acre tracts through resurvey; Described by metes & bounds in Deeds 105/525 & 105/530, Deed Records of San Augustine County, Texas) of land, more or less, situated in the T.J. Martin Survey, A-194, San Augustine County, TX and being the same land more particularly described by metes and bounds in that certain Deed, dated December 22nd, 1899, from E.A. Blount, as Grantor to C.W. Hilton, as Grantee recorded as Volume U, Page 38 of the Deed Records of San Augustine County, Texas; Leaving 186.75 acres (later called 192 acres and 190.28 acres through resurvey; No metes & bounds filed of record) of land, more or less; SAVE & EXCEPT: 94.97 acres of land, more or less, situated in the T.J. Martin Survey, A-194, San Augustine County, TX and being the north portion of the called 190.28 acres of land and more particularly described by metes and bounds in that certain Warranty Deed, dated October 6th, 1997, from Harold Jackson and wife, Barbara Jackson, as Grantors to B & T Farms, as Grantee recorded in Volume 306. Page 35 of the Deed Records of San Augustine County, Texas; Leaving a called 95.3103 acres of land, more or less, being the south one-half of the called 190.28 acres of land.

Tract 11: 11.343 acres of land, more or less, situated in the T.J. Martin Survey, A-194, San Augustine County, TX and being the same land more particularly described by metes and bounds in that certain Warranty Deed, dated April 22nd, 1982, from Nolen Miller, as Grantor to John B. Miller, Jr, as Grantee recorded in Volume 234, Page 21 of the Deed Records of San Augustine County, Texas.

18. In the event of any conflict between the terms and provisions in this attachment and the terms and provisions in the lease to which it is attached and into which it is incorporated, the terms and provisions in this attached shall prevail to the extent of the conflict.

19. Notwithstanding anything contained herein to the contrary, it is agreed that wherever in Paragraph 3 or in any other paragraph of this lease that the royalty fraction one-eighth (1/8) appears, it is hereby amended to read one-fifth (1/5).

20. In the event a portion or portions of the Land is pooled or unitized with other land or leases so as to form a pooled unit or units, operations on or production from a well within such unit or units that is located entirely outside of the Land will maintain this lease in force only as to the portion of the Land included in such unit or units, provided, however, that operations on or production from a well within such unit or units that is located within the boundaries of Land will maintain this lease in force as to the entirety of the Land. For purposes of the foregoing, a horizontal well will be considered within the Land or within a unit if all or a portion of the productive segment of the horizontal drainhole is located within the

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boundaries of the Land or unit, as applicable. This lease may be maintained in force as to any portion of the Land not included in such unit or units in any manner provided herein.

21. For all purposes under this lease, operations for or upon a well that occur at a location off of the Land shall be deemed operations on the Land if they occur upon a surface location in connection with a well that is being or will be drilled directionally or horizontally into the subsurface of the Land or lands pooled or unitized therewith and configured or designed so that a portion of the productive wellbore will be located within the Land or lands pooled therewith.

22. Lessee's rights to pay shut-in royalties as provided in Paragraph 3 herein shall be limited so that Lessee may not extend the term of this lease for more than three (3) consecutive years solely by the payment of shut-in gas royalties.

23. All restrictions set forth herein relating to surface use or the surface estate are binding only to the extent Lessor owns an interest in the surface estate of the Land. To the extent that Lessor owns no interest in the surface estate of the Land, this lease shall not create any rights in favor of the surface owner as a third-party beneficiary.

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24. Lessee is granted the option to renew this lease under the same provisions for a second primary term of two (2) years from the end of the initial primary term hereof, and as long thereafter as oil or gas is produced from said land or land pooled therewith, if any. Lessee may exercise this option by paying or tendering to the Lessor or Lessor's credit in the depository named in this lease, a sum equal to the amount paid for the initial primary term, per net mineral acre covered by this lease on or before the expiration of the initial three (3) year primary term hereof; which payment, when made, shall constitute the entire payment due for the second primary term of two (2) years. Should this option be exercised as herein provided, it shall be considered for all purposes as though this lease originally provided for a term of five (5) years. It is understood and agreed that the above payment shall cover the full term of any lease extension and that no delay rentals shall be due.

25. This lease may be executed in conjunction with a memorandum hereof identifying Lessor and Lessee, describing the Land, specifying the primary term hereof, and otherwise placing third parties on notice of the existence of this lease. If no memorandum is executed contemporaneously with the execution of this lease, at Lessee's request, such a memorandum will be promptly executed by Lessor and delivered to Lessee. Alternately, Lessor hereby authorizes Lessee to prepare and execute such a memorandum on its behalf. Lessee may file the memorandum of this lease in the appropriate records of county in which the Land is situated.

SIGNED FOR IDENTIFICATION

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Shane Nathaniel McCauley

25th day of October, 2021

Wesley McDaniel
Commission Number: 20204399
Notary Public
State of Idaho
My Commission Expires: 11/09/2026

Notary public

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