



November 8, 2024

Tami Pharr
124 Covington Cove
Georgetown, Texas 78628

RE: Oil and Gas Lease Offer - Midland County, Texas

Mrs. Pharr,

RRIG Energy, LLC is interested in obtaining an Oil and Gas Lease covering your mineral interest in the property described below, located in Midland County, Texas.

E/2 of Section 3, Block X, H.P. Hilliard Survey, Midland County, Texas, insofar and only insofar as to all depths below 100' below the base of the Wolfcamp Formation

RRIG Energy, LLC is offering to lease your interest under the following terms:

- \$2,000.00 per net mineral acre
- 1/4th (25%) royalty
- Three (3) year primary term
- Subject to mutually agreeable lease form

This offer is contingent and subject to verification of record title. Please give me a call at your convenience to discuss. Thank you for your time and consideration in this matter.

Sincerely,

A handwritten signature in blue ink, appearing to read "Yates Hawley".

Yates Hawley

Vice President of Land
817-405-6105 (direct)
512-695-1103 (cell)
yates@rrigenergy.com

NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OF THE FOLLOWING INFORMATION FROM THIS INSTRUMENT BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.

Oil & Gas Lease

THIS OIL & GAS LEASE ("lease") made this **8th day of November 2024**, between **Tami Pharr** herein called "lessor" (whether one or more) whose address is 124 Covington Cove, Georgetown, Texas 78628 and **RRIG Energy, LLC**, whose address is 6600 Hawks Creek Ave, Suite 101, Fort Worth, Texas 76114, herein called "lessee":

1. Lessor, in consideration of TEN AND OTHER DOLLARS in hand paid, receipt of which is hereby acknowledged, and of the agreements herein contained, hereby grants, leases and lets exclusively unto lessee, for the purpose of owning, investigating, exploring, prospecting, drilling, operating, producing and marketing oil, gas, and such other minerals and substances as may be produced incident to the production of oil and/or gas the grant effected hereby to include the right to engage in all activities reasonably necessary or convenient to said stated purposes, including but not limited to conducting seismic operations, injecting gas, waters, other fluids, and air into subsurface strata, laying pipelines, storing oil, building tanks, roadways, telephone lines, and other structures and things thereon to produce, save, take care of, treat, process, store, transport and market said lease substances, the following described land (deemed to comprise 320.00 acres, whether it actually comprises more or less), in Midland County, Texas (the "leased premises" or "said land"), to-wit:

E/2 of Section 3, Block X, H.P. Hilliard Survey, Midland County, Texas, insofar and only insofar as to all depths below 100' below the base of the Wolfcamp Formation
2. Subject to the other provisions herein contained, this lease shall remain in force for a term of **three (3) years** from this date (called "primary term") and as long thereafter as oil or gas is produced from said land or from land with which said land is pooled, or this lease is otherwise maintained in accordance with its terms.
3. The royalties to be paid by lessee are: (a) on oil, and other liquid hydrocarbons, **25%** of that produced and saved from said land, same to be delivered free of all costs to the credit of lessor at the tanks or pipelines to which the wells may be connected; (b) on gas, including casinghead gas or other gaseous substances produced from said land and used off the premises or used in the manufacture of gasoline or other products, the market value at the well of **25%** of the gas so used, provided that on gas sold on or off the premises, the royalties shall be **25%** of the net proceeds realized at the well from such sale; (c) and at any time when this lease is not validated by other provisions hereof and there is a well on said land, or land pooled therewith, capable of producing and such well is shut-in, either before or after production therefrom, then on or before 90 days after said well is shut-in, and thereafter at annual intervals, lessee may pay or tender a shut-in royalty equal to \$1.00 per net acre of the acreage then capable of being held by the well under this lease by the party making such payment or tender, and so long as said shut-in royalty is paid or tendered, this lease shall not terminate and it shall be considered under all clauses hereof that leased substances are being produced from the leased premises in paying quantities. Each such payment shall be paid or tendered to the party or parties who at the time of such payment would be entitled to receive the royalties which would be paid under this lease if the well were in fact producing. The royalties to be paid by lessee shall be free and clear of all transporting costs and expenses incurred between the wellhead and lessee's point of delivery or sale. The payment or tender of royalties and shut-in royalties may be made by check or draft. Any timely payment or tender of shut-in royalty which is made in a bona fide attempt to make proper payment, but which is erroneous in whole or in part as to parties or amounts, shall nevertheless be sufficient to prevent termination of this lease in the same manner as though a proper payment had been made if lessee shall correct such error within 30 days after lessee has received written notice thereof by certified mail from the party or parties entitled to receive payment together with such written instruments (or certified copies thereof) as are necessary to enable lessee to make proper payment. Notwithstanding anything herein to the contrary, it is expressly agreed and understood that the royalty reserved to Lessor herein shall be free and clear of all costs and expenses of every kind or character except Lessor's part of applicable taxes, such as ad valorem, severance, production and excise taxes.
4. This is a paid-up lease and lessee shall not be obligated during the primary term hereof to commence or continue any operations of whatsoever character or to make any payments hereunder in order to maintain this lease in force during the primary term; however, this provision is not intended to relieve lessee of the obligation to pay royalties on actual production pursuant to the provisions of Paragraph 3 hereof.
5. Lessee is hereby granted the right and power, from time to time, to pool or combine this lease, the land covered by it or any part or horizon thereof with any other land, leases, mineral estates or parts thereof for the production of oil or gas. The creation of a unit by such pooling shall be based on the following criteria: A unit for an oil well (other than a horizontal completion) shall not exceed 80 acres plus a maximum acreage tolerance of 10%, and for a gas well or a horizontal completion shall not exceed 640 acres plus a maximum acreage tolerance of 10%; provided that a larger unit may be formed for a vertical oil or gas well or for a horizontal oil or gas well to conform to any spacing or density (including proration) pattern that may be prescribed or permitted by any governmental authority having jurisdiction to do so. Lessee shall file written unit designations in the county in which the premises are located and such units may be designated from time to time and either before or after the completion of wells and/or production therefrom. Operations on or production from any part of any such unit shall be deemed for all purposes, except the payment of royalty, as operations conducted upon or production from the land described in this lease. In addition, other events or circumstances as would hold acreage under this lease if performed on or applicable to land covered by this lease shall be deemed to be performed on or applicable the land covered by this lease if performed on or applicable to lands pooled therewith. There shall be allocated to the land covered by this lease included in any such unit that portion of the total production of pooled minerals from wells in the unit, after deducting any used in lease or unit operations, which the net oil or gas acreage in the land covered by this lease included in the unit bears to the total number of surface acres in the unit. The production so allocated shall be considered for all purposes, including the payment or delivery of royalty, to be the entire production of pooled minerals from the portion of said land covered hereby and included in said unit in the same manner as though produced from said land under the terms of this lease. Any pooled unit designated by lessee, as provided herein, may be amended or dissolved by lessee, in whole or in part, at any time or from time to time, by recording an appropriate instrument in the County where the land is situated.
6. If at the expiration of the primary term (a) there is no well upon said land capable of producing oil or gas, but lessee has commenced operations thereon, or (b) there has been production from, or operations upon the leased premises within the preceding ninety (90) days, this lease shall remain in force so long as operations are prosecuted with no cessation of more than ninety (90) consecutive days, whether such operations be the same or different operations and/or on the same well or on a different or additional well or wells, and if they result in the production of oil or gas, so long thereafter as oil or gas is produced from said land or this lease is otherwise maintained in force and effect. If, after the expiration of the primary term there should be a cessation of production or other event or circumstance as would otherwise cause this lease to expire in accordance with its terms, this lease shall not terminate if lessee commences or restores production or commences operations for additional drilling or for reworking within ninety (90) days thereafter. If any drilling, additional drilling, or reworking operations hereunder result in production, then this lease shall remain in full force so long thereafter as oil or gas is produced hereunder. As used throughout this lease, the term "reworking" means all actions taken to secure, restore or improve production through the use of a wellbore previously drilled, but without regard to whether the action involved be within or outside of the wellbore.

7. Lessee shall have free use of oil, gas and water from said land, except water from lessor's wells and tanks, for all operations hereunder, and the royalty shall be computed after deducting any so used. 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 said land, including the right to draw and remove all casing. Existing wells and/or wellbores on the leased premises may be reentered and used and to the extent such occurs the reentry shall be considered the same as the drilling of a new well on the leased premises.
8. The rights of either party hereunder may be assigned in whole or in part and the provisions hereof shall extend to their heirs, executors, administrators, successors and assigns; but no change in the ownership of the land or in the ownership of, or rights to receive, royalties or shut-in royalties, however accomplished shall operate to enlarge the obligations or diminish the rights of lessee and no such change or division shall be binding upon lessee for any purpose until thirty (30) days after lessee has received at lessee's principal place of business certified copies or acceptable alternative documentation in lieu thereof constituting the chain of title from the original lessor. If any such change in ownership occurs through the death of the owner, lessee may, at its option, pay or tender any royalties or shut-in royalties in the name of the deceased or to his estate or to his heirs, executor or administrator until such time as lessee has been furnished with evidence satisfactory to lessee as to the persons entitled to such sums. An assignment of this lease in whole or in part shall, to the extent of such assignment, relieve and discharge lessee of any obligations hereunder and, if lessee or assignee of part or parts hereof shall fail or make default in the payment of the proportionate part of royalty or shut-in royalty due from such lessee or assignee or fail to comply with any of the provisions of this lease, such default shall not affect this lease insofar as it covers a part of said lands upon which lessee or any assignee thereof shall properly comply or make such payments.
9. Should Lessee be prevented from complying with any express or implied covenant of this leased, from conducting drilling or reworking operations thereon or on land pooled therewith or from producing oil, gas or other mineral therefrom or from land pooled therewith by reason of scarcity or of inability to obtain or to used equipment or material, or by operation of force majeure, any federal or state law or any order, rule or regulation of governmental authority, then while so prevented, Lessee's obligation to comply with such covenant shall be suspended, and Lessee shall not be liable in damages for failure to comply therewith; and this lease shall be extended while and so long as Lessee is prevented by any such cause from conducting drilling or reworking operations on or from producing oil, gas or other mineral from the leased premises or land pooled therewith, and the time while Lessee is so prevented shall not be counted against Lessee, anything in this lease to the contrary notwithstanding.
10. Lessor hereby warrants and agrees to defend the title to said land and agrees that lessee at its option may discharge any tax, mortgage or other lien upon said land, and in the event lessee does so it shall be subrogated to such lien with the right to enforce same and to apply royalties and shut-in royalties payable hereunder toward satisfying same. Without impairment of lessee's rights under the warranty, if this lease covers less interest in the oil or gas in all or any part of said land than the entire and undivided fee simple estate (whether lessor's interest is herein specified or not) then the royalties, shut-in royalty, and other payments, if any, accruing from any part as to which this lease covers less than such full interest, shall be paid only in the proportion which the interest therein, if any, covered by this lease, bears to the whole and undivided fee simple estate therein. Should any one or more of the parties named above as lessors fail to execute this lease, it shall nevertheless be binding upon the party or parties executing the same.
11. Lessee, its successors and assigns, shall have the right at any time to surrender this lease, in whole or in part, to lessor or his heirs, successors, and assigns by delivering or mailing a release thereof to the lessor, or by placing a release thereof of record in the county in which said land is situated; thereupon lessee shall be relieved from all obligations, expressed or implied, of this lease as to acreage so surrendered, except as to the liability for any payments accruing hereunder prior to the time of such surrender which shall survive surrender and continue as an obligation of lessee, and thereafter the shut-in royalty payable hereunder shall be reduced in the proportion that the acreage covered hereby is reduced by said release or releases. No partial surrender or release or partial termination shall in any manner reduce or limit lessee's entitlement to use all of the surface (as originally described and as originally subject to this lease) in connection with lessee's ownership and enjoyment of that portion of the leased premises (as originally described and as originally subject to this lease) as to which the lease has not been surrendered, released or terminated. Moreover, under no circumstances shall lessee, as a consequence of any partial surrender or release or partial termination, be required to relocate roads, pipelines, facilities or other improvements utilized, or potentially subject to use, by lessee in connection with lessee's ownership and enjoyment of that portion of the leased premises (as originally described and as originally subject to this lease) as to which the lease has not been surrendered, released or terminated. Nor shall the filing of a document of surrender or release, or a document acknowledging partial termination, be construed as effecting a surrender, release or partial termination of surface rights incident to lessee's ownership and enjoyment of that portion of the leased premises (as originally described and as originally subject to this lease) as to which the lease has not been surrendered, released or terminated.
12. Breach by Lessee of any obligation 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 operations are not at any timer being conducted 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 sixty (60) days after receipt of such notice in which to commence compliance with the obligations imposed by this lease. After discovery of oil, gas or other mineral in paying quantities on said premises, Lessee shall develop the acreage retained hereunder as a reasonable prudent operator but in discharging this obligation as to oil and gas it shall in no event be required to drill more than one well per eighty (80) acres of the area retained hereunder plus a tolerance of 10% thereof and capable of producing oil in paying quantities and one well per 640 acres plus a tolerance of 10% of 640 acres of the are retained hereunder and capable of producing gas in paying quantities.

FOR ADDITIONAL PROVISIONS, SEE ADDENDUM ATTACHED HERETO AND MADE A PART HEREOF.

[SIGNATURE PAGE TO FOLLOW ON NEXT PAGE]

IN WITNESS WHEREOF, this instrument is executed the day and year first above written.

LESSOR:

Tami Pharr

ACKNOWLEDGEMENT

STATE OF _____ §

COUNTY OF _____ §

The foregoing instrument was acknowledged before me this _____ day of _____, 2024, by Tami Pharr
Witness my hand and official seal.

Notary Public Name: _____
My Commission Expires: _____

[ADDENDUM TO FOLLOW ON NEXT PAGE]

ADDENDUM TO OIL & GAS LEASE

**Dated the 8th day of November 2024, between Tami Pharr, as Lessor, and RRIG Energy, LLC,
as Lessee.**

In the event of conflict between this Addendum and paragraphs 1 – 12 of the form of Oil & Gas Lease to which this Addendum is attached, this Addendum shall control. Provided, however, this Addendum shall be harmonized with the form to which it is attached insofar as is reasonable to avoid the finding of a conflict.

13. Shut-In Royalty Limitation: The shut-in royalty provisions of the lease may be invoked on any number of occasions. Provided, however, neither the lease nor, after the establishment of Perpetuated Tracts (see paragraph 14 and 15 below), a particular Perpetuated Tract shall be held solely by the payment of shut-in royalties for any single shut-in period in excess of two (2) years or for multiple periods aggregating more than three (3) years.
14. Pugh Clause: Drilling, operations, or production of oil and/or gas from a pooled unit shall maintain this lease in effect only as to that portion of the leased premises which is included in a pooled unit. This lease may be maintained in effect as to the remainder of the leased premises in accordance with the other provisions of this lease. Where a well is completed in multiple pools/fields, such that multiple pool/field/statewide rules are applicable to that well, the unit size allowed hereby shall be the same as to all pooled depths, and that unit size shall be determined in accordance with the pool/field/statewide rules that permit or prescribe the greatest number of acres for a regular or conforming well to be entitled to the maximum available allowable.
15. Continuous Development: If at the end of the primary term or extension, or if said lease is being maintained in force and effect under other provisions hereof, including operations, this lease will remain in force and effect as to all acreage so long as lessee commences to drill an oil and/or gas well, and drills same with due diligence, every one hundred eighty (180) days after the end of the primary term, and upon failure to do so, this lease shall ipso facto terminate as to all acreage EXCEPT for acreage included in (i) any one or more pooled, drilling and/or proration units created, (ii) any one or more "Retained Well Tracts" (as hereinafter defined) assigned to wells. The term "Retained Well Tracts" as used herein is defined to mean tracts of land to be designated by lessee for oil wells (other than horizontal completions) not to exceed 80 acres plus a maximum acreage tolerance of 10%, and tracts of land to be designated by lessee for gas wells or horizontal wells not to exceed 640 acres plus a maximum acreage tolerance of 10%; provided that larger Retained Well Tracts may be formed for vertical oil wells, for vertical gas wells and for horizontal wells to conform to any well spacing or density (including proration) pattern that may be prescribed or permitted by an applicable field rule formula, if any, or in the absence thereof by any applicable statewide or county rule formula, and/or (iii) all depths from the surface of the earth to one hundred fifty (150') feet below the then deepest producing formation.
16. Warranty of Title: This lease is granted, leased and let with warranty of title by, through and under Lessor, but not otherwise. Provided, if and to the extent lessor's title should fail in whole or in part lessee's sole and only remedy shall be to recoup bonus paid to lessor relative to such title as may have failed. Lessor shall never be liable for any consequential damages caused by a failure of title.
17. Integration Clause: Each of the parties hereto expressly warrants and represents, and does hereby affirm and stipulate, that no representation, promise or agreement, or statement of a past or existing fact, not expressed in the written agreement, was made to induce the execution of same. Furthermore, the parties hereto do each expressly warrant and represent, and do hereby affirm and stipulate, that they have not relied upon any representation, promise or agreement, or statement of a past or existing fact, which is not expressed in this written agreement. Each of the parties hereto is relying upon his, her, or its own judgment, and has had a full, fair and adequate opportunity to read and understand this agreement, including but not limited to this provision. Each of the parties hereto recognize that this paragraph is binding, as a matter of law and fact, and shall preclude them from asserting that they were wrongfully induced to enter into this agreement by any representation, promise or agreement, or statement of a past or existing fact, which is not found within the four (4) corners of this agreement.

LESSOR:

Tami Pharr

NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OF THE FOLLOWING INFORMATION FROM THIS INSTRUMENT BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.

MEMORANDUM OF OIL AND GAS LEASE

STATE OF TEXAS §

COUNTY OF MIDLAND §

Tami Pharr, as Lessor, whose address is 124 Covington Cove, Georgetown, Texas 78628 and RRIG Energy, LLC, as Lessee, whose address is 6600 Hawks Creek Ave, Suite 101, Fort Worth, Texas 76114, have entered into an Oil and Gas Lease dated November 8, 2024, (the "Lease"), and;

WHEREAS, the Lessee and Lessor have mutually agreed not to record the Lease in its entirety in the records of Midland County, Texas, and instead have agreed to record this Memorandum of Oil and Gas Lease;

NOW, THEREFORE, in consideration of the valuable consideration given this date, the receipt and sufficiency of which is hereby acknowledged, and of the other terms of the lease, Lessor hereby grants, leases, and lets unto the Lessee for the purpose of exploring, drilling, operating for and producing oil and gas from the following described land in Midland County, Texas:

E/2 of Section 3, Block X, H.P. Hilliard Survey, Midland County, Texas, insofar and only insofar as to all depths below 100' below the base of the Wolfcamp Formation

All in accordance with the terms and conditions of the Lease, the Lease shall be effective for a primary term of Three (3) years from the date of the Lease, and as long thereafter as oil or gas is produced from said land or from land with which said land is pooled, or this lease is otherwise maintained in accordance with its terms.

Notice is hereby given of the execution and delivery of the Lease, and this Memorandum is executed and recorded to give notice to all persons whomsoever of the execution and delivery of the Lease and reference is here made to the Lease for all of its terms and provisions, all of which are incorporated herein by reference.

The provisions hereof shall extend to and be binding upon the heirs, successors and legal representatives and assigns of the parties hereto.

IN WITNESS WHEREOF, this Memorandum of Oil and Gas Lease is Executed to be effective as of the date first above written.

LESSOR:

Tami Pharr

ACKNOWLEDGMENT

STATE OF _____ §

COUNTY OF _____ §

The foregoing instrument was acknowledged before me this _____ day of _____, 2024, by Tami Pharr

Notary Public, State of Texas

My commission expires: _____

Form

W-9(Rev. December 2011)
Department of the Treasury
Internal Revenue Service**Request for Taxpayer
Identification Number and Certification****Give Form to the
requester. Do not
send to the IRS.**Print or type
See Specific Instructions on page 2.

Name (as shown on your income tax return)

Business name/disregarded entity name, if different from above

Check appropriate box for federal tax classification:

☐ Individual/sole proprietor ☐ C Corporation ☐ S Corporation ☐ Partnership ☐ Trust/estate☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶☐ Exempt payee☐ Other (see instructions) ▶

Address (number, street, and apt. or suite no.)

Requester's name and address (optional)

City, state, and ZIP code

List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on the "Name" line to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Social security number

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Note. If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Employer identification number

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Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
- I am a U.S. citizen or other U.S. person (defined below).

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 4.

**Sign
Here**Signature of
U.S. person ▶

Date ▶

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Purpose of Form

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

- Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
- Certify that you are not subject to backup withholding, or
- Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

Note. If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.