

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 AND MINERAL LEASE

THIS AGREEMENT made this 13th day of February, 2026, between, RSMR Investments, L.P., as Lessor (whether one or more), whose address is: P.O. Box 3928, Longview, Texas 75606 and RFE ETX V, LLC, as Lessee, whose address is: 3838 Oaklawn Ave. Suite 1410, Dallas, TX 75219:

WITNESSETH:

1. Lessor, in consideration of Ten and NO/100 Dollars (\$10.00), in hand paid, of the royalties herein provided for, and of the agreements of Lessee herein contained, hereby grants, leases and lets exclusively unto Lessee for the purpose of investigating, exploring, prospecting, drilling and mining for and producing oil, gas and other minerals, conducting exploration, geologic and geophysical surveys by seismograph, core test, gravity and magnetic methods, injecting gas, water and other fluids, and air into subsurface strata, laying pipe lines, building roads, tanks, power stations, thereon, to produce, save, take care of, treat, transport and own said products from the following described land in Harrison County, Texas, to wit:

Being 73.61 acres of land, more or less, located in the Daniel Davis Survey, Abstract No. 223, Harrison County, Texas. Said 73.61 acres of land being all of a called 82.90-acre tract of land described in that certain Warranty Deed dated December 1, 1960, from Charles C Williams to Neal Beasley, recorded in Volume 552, Page 354 of the Deed Records, Harrison County, Texas.

- See Exhibit "A" for Addendums to this Oil, Gas & Mineral Lease -

Lessor agrees to execute any supplemental instrument requested by Lessee for a more complete or accurate description of said land. For the purpose of determining the amount of any bonus or other payment hereunder, said land shall be deemed to contain **73.61 acres**, whether actually containing more or less, and the above recital of acreage in any tract shall be deemed to be the true acreage thereof. Lessor accepts the bonus as lump sum consideration for this lease and all rights and options hereunder.

2. This is a paid-up lease and subject to the other provisions herein contained, this lease shall be for a term of **three (3) years** from the date hereof (hereinafter called "primary term"), and as long thereafter as oil, gas or other mineral is produced from said land or land with which said land is pooled thereunder.

3. As royalty, Lessee covenants and agrees: (a) To deliver to the credit of Lessor, in the pipe line to which Lessee may connect its wells, the equal 22.5% part of all oil produced and saved by Lessee from said land, or from time to time, at the option of Lessee, to pay Lessor the average posted market price of such 22.5% part of such oil at the wells as of the day it is run to the pipe line or storage tanks, Lessor's interest, in either case, to bear 22.5% of the cost of treating oil to render it marketable pipe line oil; (b) to pay Lessor for gas and casinghead gas produced from said land (1) when sold by Lessee, 22.5% of the amount realized by Lessee, computed at the mouth of the well, or (2) when used by Lessee off said land or in the manufacture of gasoline or other products, 22.5% of the amount realized from the sale of gasoline or other products extracted therefrom and 22.5% of the amount realized from the sale of residue gas; (c) To pay Lessor on all other minerals mined and marketed or utilized by Lessee from said land, 22.5%, either in kind or value at the well or mine at Lessee's election. If, at the expiration of the primary term or at any time or times thereafter, there is any well on said land or on lands with which said land or any portion thereof has been pooled, capable of producing oil or gas, and all such wells are shut-in, this lease shall, nevertheless, continue in force as though operations were being conducted on said land for so long as said wells are shut-in, and thereafter this lease may be continued in force as if no shut-in had occurred. Lessee covenants and 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 other than well facilities and ordinary lease facilities of flow lines, separator, and lease tank, and shall not be required to settle labor disputes or to market gas upon terms unacceptable to Lessee. If, at any time or times after the expiration of the primary term, all such wells are shut-in for a period of ninety consecutive days, and during such time there are no operations on said land, then at or before the expiration of said ninety-day period, Lessee shall pay or tender, by check or draft of Lessee, as royalty, a sum equal to One Dollar (\$1.00) for each acre of land then covered hereby. Lessee shall make like payments or tenders at or before the end of each annual anniversary of the expiration of said ninety-day period if upon such anniversary this lease is being continued in force solely by reason of the provisions of this paragraph. Each such payment or tender shall be made to the parties who at the time of payment would be entitled to receive the royalties which would be paid under this lease

if the wells were producing and may be deposited in the PAY DIRECT TO LESSOR Bank, AT ADDRESS ABOVE, or its successors, which shall continue as the depositories, regardless of changes in the ownership of shut-in royalty. If at any time that Lessee pays or tenders shut-in royalty, two 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 shut-in royalty, in the manner above specified, either jointly to such parties or separately to each in accordance with their respective ownership thereof, as Lessee may elect. Any payment hereunder may be made by check or draft of Lessee deposited in the mail or delivered to the party entitled to receive payment on or before the last date for payment. Nothing herein shall impair Lessee's right to release as provided in paragraph 5 hereof. Lessee's failure to properly pay shut-in royalty shall render Lessee liable for the amount due, but shall not operate to terminate this lease. 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, or proportion of acreage, owned by each.

4. Lessee, at its option, is hereby given the right and power to pool or combine the acreage covered by this lease or any portion thereof as to oil and gas, or either of them, with any other land covered by this lease, and/or with any other land, lease or leases in the immediate vicinity thereof to the extent hereinafter stipulated, when in Lessee's judgment it is necessary or advisable to do so in order to properly explore, or to develop and operate said leased premises in compliance with the spacing rules of the Railroad Commission of Texas, or other lawful authority, or when to do so would, in the judgment of Lessee, promote the conservation of oil and gas in and under and that may be produced from said premises. Except for horizontal completions, units pooled for oil hereunder shall not substantially exceed 80 acres each in area. Units pooled for gas well or any horizontal completion (whether gas or oil), shall not substantially exceed 640 acres each in area plus a tolerance of ten percent (10%) thereof. Notwithstanding the foregoing, should governmental authority having jurisdiction prescribe or permit the creation of units larger than those specified, for the drilling or operation of a well at a regular location or for obtaining maximum allowable from any well to be drilled, drilling or already drilled, units thereafter created may conform substantially in size with those prescribed or permitted or to the proration units as may be authorized by governmental regulations. For the purpose of the foregoing, the term "horizontal completion" means an oil or gas well in which the horizontal component of the gross completion interval in the reservoir exceeds the vertical completion component, if any. Lessee under the provisions hereof may pool or combine acreage covered by this lease or any portion thereof as above provided in any one or more strata. The units formed by pooling as to any stratum or strata need not conform in size or area with the unit or units into which the lease is pooled or combined as to any other stratum or strata, and oil units need not conform as to area with gas units. The pooling in one or more instances shall not exhaust the rights of the Lessee hereunder to pool this lease or portions thereof into other units, and Lessee shall have the recurring right but not the obligation to revise any unit formed hereunder by expansion or contraction or both, either before or after commencement of production, in order to conform to the well spacing or density pattern prescribed or permitted by the governmental authority having jurisdiction, or to conform to any productive acreage determination made by such governmental authority. In making such a revision, Lessee shall file of record a written declaration describing the revised unit. To the extent that any portion of the leased premises is included in or excluded from the unit by virtue of such revision, the proportion of unit production on which royalties are payable hereunder shall thereafter be adjusted accordingly. Lessee shall file for record in the appropriate records of the county in which the leased premises are situated an instrument describing and designating the pooled acreage as a pooled unit; upon execution of such document, regardless of whether yet recorded, the unit shall be effective as to all parties hereto, their heirs, successors, and assigns, irrespective of whether or not the unit is likewise effective as to all other owners of surface mineral, royalty, or other rights in land included in such unit. Lessee may at its election exercise its pooling option before or after commencing operations for or completing an oil or gas well on the leased premises, and the pooled unit may include, but it is not required to include, land or leases upon which a well capable of producing oil or gas in paying quantities has theretofore been completed or upon which operations for the drilling of a well for oil or gas have theretofore been commenced. In the event of operations for drilling on or production of oil or gas from any part of a pooled unit which includes all or a portion of the land covered by this lease, regardless of whether such operations for drilling were commenced or such production was secured before or after the execution of this instrument or the instrument designating the pooled unit, such operations shall be considered as operations for drilling on or production of oil or gas from land covered by this lease whether or not the well or wells be located on the premises covered by this lease and in such event operations for drilling shall be deemed to have been commenced on said land within the meaning of paragraph 5 of this lease; and the entire acreage constituting such unit or units, as to oil and gas, or either of them, as herein provided, shall be treated for all purposes, except the payment of royalties on production from the pooled unit, as if the same were included in this lease. For the purpose of computing the royalties to which owners of royalties and payments out of production and each of them shall be entitled on production of oil and gas, or either of them, from the pooled unit, there shall be allocated to the land covered by this lease and included in said unit (or to each separate tract within the unit if this lease covers separate tracts within the unit) a pro rata portion of the oil and gas, or either of them, produced from the pooled unit after deducting that used for operations on the pooled unit. Such allocation shall be on an acreage basis—that is to say there shall be allocated to the acreage covered by this lease and included in the pooled unit (or to each separate tract within the unit if this lease covers separate tracts within the unit) that pro rata portion of the oil and gas, or either of them, produced from the pooled unit which the number of surface acres covered by this lease (or in each such separate tract) and included in the pooled unit bears to the total number of surface acres included in the pooled unit. Royalties hereunder shall be computed on the portion of such production, whether it be oil and gas, or either of them, so allocated to the land covered by this lease and included in the unit just as though such production were from such land. The production from an oil well will be considered as 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 for the lease or gas pooled unit from which it is producing and not from an oil pooled unit. The formation of any unit hereunder shall not have the effect of changing the ownership of any shut-in production royalty which may become payable under this lease. If this lease now or hereafter covers separate tracts, no pooling or unitization of royalty interest 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 as provided above with consequent allocation of production as above provided. As used in this paragraph 4, the words "separate tract" mean any tract with royalty ownership differing, now or hereafter, either as to parties or amounts, from that as to any other part of the leased premises.

5. If at the expiration of the primary term, oil, gas, or other mineral is not being produced on said land, or from land pooled therewith, but Lessee is then engaged in drilling, completion or reworking operations thereon, or shall have completed a dry hole thereon within 90 days prior to the end of the primary term, the lease shall remain in force so long as operations on said well or for drilling or reworking of any additional well are prosecuted with no cessation of more than 90 consecutive days and if they result in the production of oil, gas or other mineral, so long thereafter as oil, gas, or other mineral is produced from said land, or from land pooled therewith. If, after the expiration of the primary term of this lease and after oil, gas, or other mineral is produced from said land, or from land pooled therewith the production thereof should cease from any cause, this lease shall not terminate if Lessee commences operations for drilling or reworking within 90 days after the cessation of such production, but shall remain in force and effect so long as such operations are prosecuted with no cessation of more than 90 consecutive days, and if they result in the production of oil, gas, or other mineral, so long thereafter as oil, gas, or other mineral is produced from said land, or from land pooled therewith. Any pooled unit designated by Lessee in accordance with the terms hereof, may be dissolved by Lessee by instrument filed for record in the appropriate records of the county in which the leased premises are situated at any time after the completion of a dry hole or the cessation of production on said unit.

6. 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. When required by Lessor, Lessee will bury all pipelines below ordinary plow depth, and no well shall be drilled within two hundred (200) feet of any residence or barn now on said land without Lessor's consent.

7. 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 ownership of the land, or royalties, however accomplished, shall operate to enlarge the obligations or diminish the rights of Lessee, and no change or division in such ownership shall be binding on Lessee until sixty (60) 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. In the event of assignment hereof in whole or in part, liability for breach of any obligation hereunder shall rest exclusively upon the owner of this lease or of a portion thereof who commits such breach. 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.

8. In the event Lessor considers Lessee has not complied with all its obligations under this Lease, either express or implied, Lessor shall notify Lessee in writing, setting out specifically how Lessee is claimed to have breached this Lease. Except for the failure to make payment of royalty, for which thirty (30) days notice and opportunity to cure is required, Lessee shall then have sixty (60) days after receipt of the notice within which to meet or commence to meet all or any part of the claimed breaches alleged by Lessor. The service of the notice shall be a mandatory precedent to Lessor bringing any action, for any cause, and no action shall be brought until sixty (60) days after service of Lessor's notice on Lessee. Neither the service of the 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 under the terms of this Lease. If this Lease is cancelled or terminated for any cause, it shall nevertheless remain in force and effect as to: (1) sufficient acreage around each well on which there are operations to constitute the minimum sized drilling or proration unit under applicable governmental regulations; and, (2) any part of the land included in a pooled unit on which there are operations. Lessee shall also have use of all existing easements on all the land reasonably necessary to operations on the acreage retained.

9. 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, either in whole or in part, and in event Lessee does so, it shall be subrogated to such lien with right to enforce same and apply royalties accruing hereunder toward satisfying same. Without impairment of Lessee's rights under the warranty in event of failure of title, it is agreed that if this lease covers a less interest in the oil, gas, sulfur, or other minerals 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), or no interest therein, then the royalties, and other monies 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. All royalty interest covered by this lease (whether or not owned by Lessor) shall be paid out of the royalty herein provided. Should any one or more of the parties named above as Lessor fail to execute this lease, it shall nevertheless be binding upon the party or parties executing the same.

10. Should Lessee be prevented from complying with any express or implied covenant of this lease, from conducting drilling or reworking operations thereon or from producing oil or gas therefrom by reason of scarcity of or inability to obtain or to use equipment or material, or by operation of force majeure, or 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 or gas from the lease premises and the time while Lessee is so prevented shall not be counted against Lessee, anything in this lease to the contrary notwithstanding.

11. Lessee may at any time execute and deliver to Lessor or place of record a release or releases covering any portion or portions of the above described premises and thereby surrender this lease as to such portion or portions and be relieved of all obligations as to the acreage surrendered. So long as this lease continues in force and effect as to any portion of the leased premises and for the sole purpose of operation and production from the leased premises, Lessee shall have a continuing, non-exclusive easement on all existing easements, right of ways

and roadways and rights of ingress and egress on and across all existing easements, right of ways and roadways, for the operation of the leased premises on said lands even though this lease has been released or has otherwise terminated with respect to portions of the leased premises.

IN WITNESS WHEREOF, this instrument is executed on the date first above written.

LESSOR:


RSMR Investments, L.P., by RSMR Resources, LLC,
its General Partner, by Russell L. Roach, President

ACKNOWLEDGEMENT

STATE OF TEXAS §
 §
COUNTY OF GREGG §

This instrument was acknowledged before me on the 17th day of February 2026, by Russell L. Roach, President of RSMR Resources, LLC, General Partner of RSMR Investments, L.P., on behalf of said entities.


Notary Public in and for the State of Texas

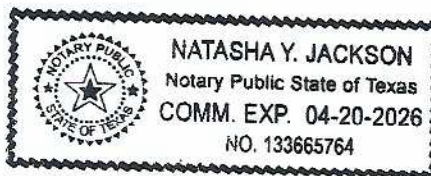


EXHIBIT "A"

Attached to and made a part of that certain Oil, Gas and Mineral Lease dated **February 13, 2026** by and between **RSMR Investments, L.P.**, as Lessor and **RFE ETX V, LLC**, as Lessee.

ADDENDUM TO OIL, GAS & MINERAL LEASE:

THE TERMS AND CONDITIONS OF THIS ADDENDUM ARE MADE A PART OF THE ABOVE DESCRIBED PAID UP OIL AND GAS LEASE AND THE TERMS HEREOF TAKE PRECEDENCE AND PREVAIL OVER ANY TERMS CONTAINED IN THE PRINTED PROVISIONS IN THE LEASE TO WHICH THIS ADDENDUM IS ATTACHED.

Notwithstanding any wording in the Lease to the contrary, Lessor does not warrant that the prior Leases, if any, between Lessor and other operators have terminated. Lessor has not made any independent research of the title to the minerals, but instead, has executed this Lease relying upon the Lessee's representation that said prior Leases, if any, have terminated. Subject to the provision of this paragraph, Lessor warrants title only by, through or under them, but not otherwise. This Lease is subject to any valid and existing lease, if any, and shall not constitute a cloud upon the title thereof.

If, at the end of the primary term of this lease, a part but not all of the leased land on a surface acre basis is included within a unit or units, in accordance with the provisions hereof, this lease shall terminate as to such part, or parts, of the leased land lying outside of such unit or units, unless this lease is perpetuated as to such land outside of such unit or units by operations conducted thereon or land pooled therewith or by production of oil, gas or other minerals therefrom, or by such operations and such production in accordance with the provisions hereof. The acreage retained by each well shall be limited to the size of the drilling unit shown on the Texas Railroad Commission Form W-1 for any well on the lease, not to exceed the proration unit size prescribed or permitted by the Texas Railroad Commission. However, Lessee shall have all existing easements reasonably necessary for operations on the acreage retained.

Notwithstanding anything herein to the contrary, it is expressly stipulated and agreed that in the event any of the land covered by this lease is pooled or unitized for the production of oil or gas and the producing well, including any portion of a horizontal wellbore, forming the basis for such pool or unit is located on any part of the land covered by this lease, then all of the acreage covered by this lease shall be pooled or placed within such pool or unit. In the event any of the land covered by this lease is pooled or unitized for the production of oil or gas and the producing well, including any portion of a horizontal wellbore, forming the basis for such pool or unit is not located on the premises covered hereby, then at least fifty percent (50%) of the acreage covered by this lease shall be included within such pool or unit.

Notwithstanding anything herein to the contrary, there is excepted herefrom and reserved to the Lessor herein, all iron ore, coal, lignite, uranium, fissionable materials, and all bentonite, fullers earth and other clay-like substances. It is specifically understood and agreed that this Lease covers only oil, gas, sulphur, associated liquid or liquefiable hydrocarbons. Accordingly, the words "oil, gas", when used herein, shall mean oil, gas, sulphur and associated liquid or liquefiable hydrocarbons, and the words "all other minerals" whenever used herein shall be stricken from this Lease so that such "all other minerals" are reserved to the Lessors.

Notwithstanding any provision in Paragraph 3 herein or elsewhere to the contrary, this Lease shall not be maintained solely by the payment of shut-in royalty after the end of the primary term for a period of more than two (2) consecutive years or any periods that aggregate four (4) years.

At the end of the primary term of this Lease, or any extension thereof under paragraph 5 or paragraph 10 of this Lease, this Lease shall terminate as to all depths lying 100 feet below the base of the deepest producing formation on the lands described herein or on any lands pooled with all or part of the lands described herein.

Lessor hereby retains a security interest in (a) Lessor's royalty share of the oil, gas and other substances produced and saved from the Leased Premises or lands pooled herewith, under and pursuant to this lease, and (b) their royalty share of proceeds of sale of such oil and gas and all accounts arising therefrom (the "Collateral"), to secure Lessee's payment of royalties to Lessor. In addition to any other remedies provided in this lease or under law, Lessor, as secured party, may in the event of Lessee's default on payments of Lessor's royalties proceed under the Texas Uniform Commercial Code (the "Code") as to the Collateral, and in any manner permitted by the Code. In the event of default by Lessee, Lessor shall have the right to take possession of the Collateral, and to receive the proceeds attributable thereto and to hold same as security for royalties due to Lessor or to apply it on the amounts owing to Lessor hereunder. If the royalty at any time is not paid within ninety (90) days after production, unless a bonafide dispute exists as to the title to the property, Lessor after giving thirty (30) days written notice, may charge interest on the amount due at the rate of twelve percent (12%) per annum.

If for any reason any amounts due hereunder as royalty or other monetary payments are suspended by the Lessee, the Lessee agrees to pay to Lessor, their successors or assigns, any interest Lessee receives on the Lessor's suspended funds.



Lessee shall have the right, at any time during or within one (1) year after the expiration or termination of this Lease, but not thereafter, to remove all property and fixtures placed by the Lessee on said land or terminated portion of this Lease. Lessor shall then have the option to i) retain the property and fixtures or any portion thereof (the "property"), or ii) shall have the right for a period of six (6) months thereafter to require Lessee to remove the property. If Lessee fails to remove the property within ninety (90) days after written notice is given by Lessor to Lessee to remove the property, Lessor may either file suit to require the removal of the property or elect to remove the same from the Leased Premises and provide Lessee notice of the expense and Lessee shall reimburse Lessor for all expenses incurred by Lessor for removal of the property. Lessee shall not have the right, nor the obligation, to remove casing from any water well until Lessee has given thirty (30) days written notice to Lessor of its intent to do so and then only if Lessor fails to give notice that it wishes to retain the water well casing and the well. If Lessor fails to give such notice, Lessee shall promptly plug the water well in accordance with the applicable rules and regulations.

Neither the acceptance of royalties, delay rentals, shut-in royalties or other payments by Lessor (regardless of any notation thereon or instrument accompanying same), nor Lessor's execution of any division order or transfer order or similar instrument, shall ever constitute or be deemed to effect (a) a ratification, renewal or amendment of this lease filed by Lessee, or (b) a waiver of the rights granted to Lessor, or the obligations imposed upon Lessee, express, or implied, by the terms of this lease, or remedies for Lessee's breach thereof, or (c) an estoppel against Lessor preventing Lessor from enforcing Lessor's right or Lessee's obligations hereunder, express or implied, or from seeking damages for Lessee's breach thereof. Lessor's agreement to accept royalties from any purchaser shall not affect Lessee's obligations to pay royalties pursuant to this Lease. No instrument executed by Lessor shall be effective to constitute a ratification, renewal, extension or amendment of this lease unless the instrument is clearly titled to indicate its purpose and intent. It shall not be necessary for Lessor to execute any division or transfer order in order to be entitled to payment of royalties due under this lease. Lessor may, for the convenience of the parties, execute prior to any payment of royalty monies, a stipulation of Lessor's revenue interest as Royalty Owner in the oil and/or gas produced by Lessee from the lease in a form acceptable to Lessor.

To the extent that Lessor and Lessee have contracted herein for the performance of certain duties upon the Lessee which are otherwise implied by law, it is not the intention of Lessor and Lessee to limit the duties implied by law upon the Lessee, but Lessor and Lessee expressly agree and intend that Lessee's duties under such implied covenants be those contracted herein or those implied by law, whichever is the greater duty upon the Lessee.

Lessee agrees to give notice to Lessor of Lessee's intent, if any, to bring a claim or lawsuit against a third party who has underpaid for production, or is draining, damaging, overproducing, unlawfully depleting, or otherwise damaging any reservoir underlying the leased premises, within thirty (30) days of the date of any public filing of said claim or suit. Lessor shall not be precluded from asserting Lessor's own claim or lawsuit in a Court of appropriate jurisdiction or before a regulatory agency.

Except as herein otherwise provided, Lessor's royalty shall never bear, either directly or indirectly, any costs whatsoever, except taxes attributable thereto, including but not limited to, costs and expenses of production, gathering, dehydration, compression, transportation, manufacturing, processing, treating or marketing of the oil, gas products or sulphur from the lease premises, nor any part of the costs of construction, operations or depreciation of any plant or other facilities or equipment for processing oil, gas products or sulphur produced from the leased premises. Notwithstanding anything to the contrary, in no event shall Lessor receive an amount more or less than the price received by Lessee. It is intended that the terms of this section or paragraph of this lease be controlling, and not merely surplusage.

Lessee agrees to indemnify, protect and hold harmless the parties herein designated as "Lessor", their heirs, representatives, successors and assigns, of and from any and all claims, demands, causes of action, damages, costs, (including, but not limited to attorney's fees, expert's fees and court costs), arising out of injury to persons (including death) and injury or damage to or loss of any property or improvements caused by Lessee, its agents, employees, servants, contractors or any person acting under its direction or control, arising out of, or incidental to, or resulting from the operations of or for the Lessee hereunder, including any and all penalties, fines, response costs or clean-up costs arising out of or by virtue of any environmental law, statute, rule, regulation or judicial decision (whether state, federal or local), arising out of or incidental to, Lessee's operations of or in connection with the Lease by Lessee or its agents, employees, servants, or independent contractors or any person or entity acting under Lessee's direction or control including but not limited to any negligent act or omission of Lessor; their agents, servants, or employees, arising out of the operations, or by virtue of granting this Oil and Gas Lease whether said act or omission is the proximate cause of injury or not (except against loss or liability for damage that is caused by or results from the sole or concurrent negligence of Lessor, their agents, servants, or employees or an individual contractor directly responsible to Lessors). Lessee agrees to carry bodily injury and property damage insurance sufficient to protect Lessor from all hazards arising from Lessee's operations hereunder.

If Lessor owns a surface interest, Lessee shall not perform any surface operations within 500 feet of any barn or residence on the premises without the written consent of Lessor and Lessee shall, prior to drilling, make payment of surface damages for any wellsite or other facility in the amount of the greater of (a) \$5000 per acre or (b) the market value of the property utilized. As to roads and pipelines, Lessor shall be paid an amount equal to the prevailing rate in the area per rod for the purchase of right of way for roads and pipelines. The road and pipeline area shall not be more than twenty (20) feet wide and the pipeline shall not be greater than twelve (12) inches in diameter. Lessee shall use its best efforts to locate well sites, roads and pipelines in locations acceptable to Lessor. Upon request of Lessor, flowlines and roads shall be the most direct route to a boundary line and follow the boundary line along the property. A well site location shall not be larger than five (5) acres without consent of Lessor. Roads shall be constructed using soil cement when deemed necessary and shall be topped with SB2 gravel. Roads shall be maintained and shall be subject to use by Lessor and left for Lessor upon abandonment of the well unless Lessor request otherwise. Upon abandonment the leased premises shall be reasonably restored to as near its original state as possible. All topsoil

shall be stored and reused on the leased premises. All cattle guards and gates shall be left in good useable condition. Lessee may not use Lessor's surface water or subsurface water without the written consent of Lessor.

Any force majeure clause in the Lease shall require Lessee to give written notice to Lessor not less than sixty (60) days of any event which Lessee considers a force majeure or other event that would extend the primary term or any other provision of the Lease. If Lessee fails to provide such notice, Lessee shall not be allowed to utilize such force majeure.

Upon written request, Lessee shall provide a copy of all title information concerning Lessor's interest in the Lease Premises including landman reports and title opinion. Lessee, at its election, may redact or omit from any such information, reports and/or opinions any information that does not pertain to Lessor's interest in the Lease Premises. Lessor agrees that any and all title information shall remain confidential for a period of 2 years after the expiration of the lease or any extension thereof.

It is expressly agreed that the provisions of this rider shall supersede any portion of the printed form of this Lease which is inconsistent herewith, and all other printed provisions of this Lease, to which this is attached, or in all things subrogated to the express and implied terms and conditions of this rider.

In the event that either party shall bring an action or legal proceeding for an alleged breach of any provision of this Lease or any representation, warranty, covenant or agreement herein set forth, or to enforce, protect, determine or establish any term, covenant or provision of this Lease, the prevailing party shall be entitled to recover from the non-prevailing party, as a part of such action or proceedings, or in a separate action brought for that purpose, reasonable attorneys' fees and costs, expert witness fees and court costs as may be fixed by the court or jury.

Whenever in this Lease the LESSEE shall be required to be "engaged in operations" or to commence the drilling of a well, "drilling operations" or "commencement of operations" for the drilling of a well shall mean the actual drilling of a well, or the actual performance of operations. "Actual drilling" shall mean that point in time when there shall have been erected on the Leased Premises at the location for such well, a derrick, rig and machinery capable of drilling a well and when such rig shall be spudded in and rotating under power. "Performance of operations" shall mean that point in time when LESSEE shall be physically engaged on the Leased Premises in re-working or other similar operation for the purpose of establishing or re-establishing the production of oil, gas or constituent hydrocarbons. For purposes of this Lease, the following definitions shall control:

(a)"Commencement" of a Well. The drilling of a well shall be deemed to have commenced only if and when a derrick, rig and machinery capable of drilling to the objective depth have been erected and such well has been spudded in and actual drilling has commenced, and the earth is being disturbed by such drilling.

(b)"Completion" of a Well. A well shall be deemed to have been completed for purposes of this Lease when as is applicable, either (1) the final perforation has been completed and the well is flowing to sales or (2) the final stage of a hydraulic fracture stimulation job has been completed and the well is flowing to sales, but (3) in no event more than Ninety (90) days after the drilling rig has been moved from the location, or such drilling rig ceases to perform activities directly related to drilling operations, whichever is earlier.

(c)"Reworking Operations". The term reworking operations as used in this Lease means actual work in the hole of a well, prosecuted with reasonable diligence and in a good workmanlike manner in an attempt to recomplete or repair such well to restore it to production or to enhance production from such well on the Leased Premises. Reworking operations shall not apply to any activity off of the Leased Premises.

(d)"Operations" Whenever in this Lease the LESSEE shall be required to be "engaged in operations" or "drilling operations" the term operations shall mean the actual drilling of a well, or the actual performance of operations on the leased premises or lands validly pooled with the Leased Premises. "Operations" shall therefore mean that point in time when LESSEE shall be physically engaged on the leased premises or lands validly pooled with the Leased Premises in actual drilling or re-working or other similar operations for the purpose of establishing or re-establishing the production of oil, gas or constituent hydrocarbons. No other activity will be considered as or deemed to be "operations", as that term is used herein.

It is expressly agreed that Lessee shall not have the right under this Lease to use fresh water from the leased premises, nor shall Lessee have the right to use clay, sand, gravel or other construction materials from the leased premises, except for clay, sand, gravel or other construction materials located directly beneath any Lessee constructed roadways, tank batteries or drill pads. Any rights or permissions for use of fresh water and/or construction materials, whether used on or off-site, shall be contained in a separate agreement.

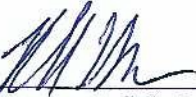
Lessee agrees that Lessor shall be paid Lessor's 22.5% royalty based upon the gross amount received on the oil and gas produced pursuant hereto and sold by Lessee or any related and/or affiliated party to an unrelated or unaffiliated third-party purchaser.



Lessee shall have the option, but not the obligation, to purchase from Lessor any water or clay that Lessee has available on the Leased premises or any adjoining property for the higher of (a) thirty cents (\$0.30) per barrel of water and One and 50/100 Dollars (\$1.50) per cubic yard of clay or (b) the then prevailing price for water or clay in the area of the lease premises.

Notwithstanding anything contained herein to the contrary, if, at the expiration of the primary term of this lease, this lease is not being maintained in effect in any manner provided for herein, including, but not limited to operations upon or production from the leased premises or on land pooled therewith, or through the payment of shut-in royalties, or through the payments of delay rentals (if this lease so provides for delay rentals payments), Lessee shall have the exclusive right and option to renew and extend lease as to the lands then covered thereby and not in a pooled unit for an additional two (2) year primary term, on or before the expiration of the primary term as stated herein, by payment or tender to Lessor or to credit of Lessor in the above named depository bank, on or before said date, a sum of money equal to one thousand two hundred dollars (\$1,200.00) per net mineral acre. It is agreed and understood that said renewal payment shall cover any delay rental payment due on or before the end of the original primary term should this lease provide for delay rental payments. Such sum shall be reduced under the applicable lease provisions, including but not limited to proportionate reduction based on ownership of Lessor.

SIGN FOR IDENTIFICATION:



RSMR Investments, L.P., by
RSMR Resources, LLC, its
General Partner, by Russell L.
Roach, President

Texas Royalty Brokers

Texas Royalty Brokers

(End of Exhibit "A")