

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 AND GAS LEASE

THIS LEASE is made and entered into to be effective _____, 2024, deemed the Effective Date, between WEBB COUNTY TEXAS, referred to as Lessor, whose address is 1110 Washington Street, Ste 101, Laredo, Texas 78040, and Proven Energy LLC, referred to as Lessee, whose address is 224 Rue De Jean, Lafayette, LA. 70508.

1. Lessor, in consideration of Ten Dollars and other valuable consideration (\$10.00 & OVC), the receipt and sufficiency of which is acknowledged, and for the royalties reserved in this Lease, GRANTS, LEASES, and LETS the lands described below, exclusively to Lessee, for the purpose of exploring, drilling, producing and owning, oil, gas, and all other minerals produced with them, and conducting all activities necessary or reasonably incident to the exploration for, operations in search of, and production of oil, gas, and other minerals. The lands subject to this Lease (referred to as the "land" or the "leased premises") are located in Webb County, Texas, and are described as follows:

A certain tract or parcel of land Being 3.5 acres (measured) situated in Mrs. Mary Doss, Survey 1593, Abstract 533 in Webb County, Texas. Being more fully described as follows with all coordinates, bearings and distances shown herein being grid, based upon the Texas State Plane Coordinate System, Texas South Zone, North American Datum of 1927, U.S. Survey Feet as more particularly depicted on attached Exhibit "A":

This Lease also covers and includes, in addition to the described leased premises, land, if any, contiguous or adjacent to or adjoining the leased premises and: (a) owned or claimed by Lessor by limitation, prescription, possession, reversion, or unrecorded instrument; or, (b) which Lessor has a preferential right or option to acquire. Lessor agrees to execute any supplemental instrument requested by Lessee for a more complete or accurate description of the leased premises. For the purpose of determining the amount of any bonus or other payments provided for in this Lease, the land shall be deemed to contain 3.50 acres, whether actually contain more or less. A recital of acreage in any tract shall be deemed to be the true acreage in a described tract. Lessor accepts the bonus as lump sum consideration for this Lease and all rights and options it provides.

2. This is a Paid-Up Lease. No payments are due under this Lease during the primary term, except for the payment of royalties. Unless sooner terminated or longer kept in force under any other of its provisions, this Lease shall remain in force for a term of Two (2) years from the Effective Date stated above, (the "primary term"), and as long thereafter as operations, as defined in this Lease, are conducted on the land with no cessation for more than ninety (90) consecutive days, or this Lease is maintained by any of its other provisions. If, at the end of the primary term Lessee has drilled and abandoned a well on the leased premises, or lands pooled with it, this Lease shall not terminate at the end of the primary term, if Lessee, within 180 days of the end of the primary term, commences additional operations on the Leased premises, or lands pooled with it, which operations shall be deemed operations during the primary term of this Lease and serve to maintain it in full force and effect.

3. Lessor reserves as royalty, and Lessee agrees to pay Lessor as royalty on oil, other liquid hydrocarbons, and non-gaseous minerals produced and saved from the leased premises (the "oil"), 1/4 part of the net amount received by Lessee for the sale of the oil at the time it is run from the storage tanks, or into the pipeline to which the well or wells on the leased premises are connected. In either case, Lessor's interest shall bear the stated part of all taxes, and costs of treating the oil to render it marketable. Lessee shall pay Lessor as royalty on gas and casinghead gas produced from the leased premises 1/4 of the net amount received by Lessee for the gas if sold at the wellhead, at a location on the leased premises, or on lands with which the leased premises are pooled, with Lessor's share of those proceeds to bear its proportionate share of all taxes and costs incurred by Lessee in delivering, processing, compressing, or otherwise making the gas merchantable or enhancing its marketability. On all other gas and casinghead gas, Lessee shall pay Lessor as royalty 1/4 of the net amount received by Lessee for the gas so sold, less its proportionate share of all taxes, costs of transportation, compression, processing, treating, and all other costs of marketing. For all gas sold, Lessor shall bear its proportionate share of all adjustments for heating content, shrinkage, and deductions for impurities. If, at the expiration of the primary term or at any later time or times, there is a well or wells on the land or on lands with which the land or any portion of it are pooled, or unitized, capable of producing oil or gas, and all the wells are shut-in, this Lease shall, nevertheless, continue in force as though operations were being conducted on the land for so long as the wells are shut-in, and Lessee pays the shut-in royalty provided below, and this Lease may be continued in force as if no shut-in had occurred. Lessee agrees to use reasonable diligence to produce, utilize, or market the oil and gas capable of being produced from the wells, but in the exercise of 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, shall not be required to settle labor trouble, or to market oil or gas on terms unacceptable to Lessee. If, at any time after the expiration of the primary term of this Lease, all the wells, oil or gas, on the leased premises, or lands pooled with it, are shut in and this Lease is not otherwise maintained in effect, Lessee may pay or tender, by its check or draft, as shut in royalty, an amount equal to One Dollar (\$1.00) for each acre of land then covered by this Lease (the "shut-in royalty") on or before the end of each 12 month period during which all wells on the leased premises, or lands pooled with it, are shut in and oil or gas is not being produced, sold, or used, and this Lease is not otherwise being maintained. Each 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 paid directly to each party entitled to a payment, or deposited in - **Paid Directly to Lessor**, or its successors, which shall continue as the depository bank for the parties, regardless of changes in the ownership of shut-in royalty. If at any time Lessee pays or tenders shut-in royalty, two or more parties are, or claim to be, entitled to receive payments, Lessee may, at its election, in lieu of any other method of payment, pay or tender the shut-in royalty, in the manner specified above, either jointly to the parties, or separately to each in accordance with their respective ownership. Any payment may be made by Lessee's check or draft, deposited in the mail or delivered to the party entitled to receive payment or to the depository bank provided for above, on or before the last date for payment. Lessee's failure to pay, or tender, or to properly pay or tender any sum due as shut in royalty shall render Lessee liable for the amount due, but shall not operate to terminate this Lease. Nothing shall impair Lessee's right to deliver a release as provided in paragraph 5. below. In the event of an assignment of this Lease, in whole or in part, liability for payments shall rest exclusively on the then owner or owners of this Lease, severally, as to the acreage owned by each, and the original Lessee, or an assignee will have no obligation for royalties payable on production after an assignment to a subsequent or successor Lessee or assignee.

4. At its option, Lessee is granted the right and authority to pool, unitize, or combine the land covered by this Lease or any portion of it as to oil and/or gas, with any other land covered by this Lease, and/or with any other land, lease, or leases in the immediate vicinity of the leased premises, when in Lessee's judgment it is necessary or advisable to do so in order to explore, develop, and operate the 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/or gas in and under and that may be produced from the leased premises. Units pooled for oil shall not substantially exceed 40 acres each in area, and units pooled for gas shall not substantially exceed 640 acres each in area, plus, in both instances, a tolerance of ten percent (10%); provided, should a governmental authority having jurisdiction prescribe, allow, or permit the creation of units larger than those specified, for the drilling or operation of a well at a regular location, drilled either vertically or horizontally, to comply with existing or subsequently established field rules, for obtaining a greater allowable from any well to be drilled, drilling, or already drilled, or for any other purpose, units created may conform substantially in size with those permitted, allowed, or prescribed by applicable governmental regulations, now in existence, or later enacted.

Lessee may pool or combine acreage covered by this Lease or any portion of it as to oil and/or gas in any one or more stratum or 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 to the area within gas units. Pooling in one or more instances shall not exhaust the rights of the Lessee to pool this Lease or portions of it into other units. Lessee shall file an instrument describing and designating the pooled acreage as a pooled unit and stating the effective date of said pooled unit in said instrument. The pooled unit shall be effective as to all parties, their heirs, successors, and assigns as of the effective date stated by Lessee, 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 the unit. Within a reasonable time following the execution of the instrument designating the pooled unit, Lessee shall file it for record in the appropriate records of the county in which the leased premises are located. Any unit formed may be revised, re-formed, increased, or decreased in size, or changed in configuration, at the election of Lessee, at any time either before or after commencement of operations or production from the unit well. Lessee may, at any time, at its election, vacate, dissolve, or terminate any unit formed, by written instrument filed for record in the county where the land is located, which instrument shall specify the date of termination of the unit.

Lessee may exercise its right to pool at any time and from time to time, while this Lease is in force and effect, whether before or after commencing operations, completing an oil or gas well, or establishing production on the leased premises, or on any land pooled or unitized with the leased premises. Any operations for drilling, on or production of oil or gas from a pooled unit which includes all or a part of the leased premises, regardless of whether the operations for drilling were commenced, or the production was secured, before or after the execution of this Lease or the instrument designating the pooled unit, shall be considered operations for drilling on or production of oil and/or gas from land covered by this Lease, whether or not the well or wells is located on the leased premises. In that event, operations for drilling shall be deemed to have been commenced on the leased premises within the meaning of this Lease; and, the entire acreage constituting the unit or units, as to oil and/or gas, shall be treated for all purposes, except the payment of royalties on production from the pooled unit, as if it were included in this Lease.

For the purpose of computing the royalties to which owners of royalties and payments out of production shall be entitled on production of oil and/or gas from a pooled unit, there shall be allocated to the land covered by this Lease and included in a 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/or gas, produced from the pooled unit after deducting that used for operations on the Lease or pooled unit. The allocation shall be on an acreage basis; i.e., 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/or gas, produced from the pooled unit which the number of surface acres covered by this Lease (or in each separate tract) and included in the pooled unit bears to the total number of surface acres included in the pooled unit. Royalties shall be computed on the portion of the production, whether it be oil or gas, allocated to the land covered by this Lease and included in the unit just as though the production were from the 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 from the Lease or gas pooled unit from which it is producing and not from an oil pooled unit.

The formation of any unit shall not have the effect of changing the ownership of any shut-in royalty which may become payable under this Lease. If this Lease now or later covers separate tracts, no pooling or unitization of royalty interest as between any separate tracts is intended or shall be implied or result merely from the inclusion of the separate tracts within this Lease, but Lessee shall nevertheless have the right to pool, as provided above, with the consequent allocation of production as provided above. As used in this paragraph, the words "separate tract" mean any tract with royalty ownership differing, now or later, either as to parties or amounts, from that as to any other part of the leased premises.

5. Lessee may, at any time and from time to time, execute and deliver to Lessor, or file for record, a release or releases of this Lease as to all or any part of the land or of any mineral, depth, or horizon under the land, and immediately be relieved of all obligations, as to the released acreage or interest.

6. Whenever used in this Lease the word "operations" shall mean operations for any of the following: surface location preparation or maintenance; drilling; testing; completing; reworking; recompleting; deepening; plugging back or repairing of a well in search of or in an endeavor to obtain production of oil, gas, or other minerals; or production of oil, gas, or other mineral, whether or not in paying quantities.

7. Lessee shall have the use, free from royalty, of water, other than from Lessor's water wells, and of oil and gas produced from the land in all operations under the terms of this Lease. Lessee shall have the right, at any time, to remove all machinery and fixtures placed on the land, including the rights to draw and remove casing. No well shall be drilled nearer than 200 feet to the house or barn now on the land, without the consent of Lessor. Lessee shall pay for damages caused by its operations to growing crops and timber on the land.

8. The rights and estate of any party to this Lease may be assigned from time to time, in whole or in part, and as to any mineral, depths, or horizon. All of the covenants, obligations, and considerations of this Lease shall extend to and be binding on the parties to this Lease, their heirs, successors, assigns, and successive assigns. No change or division in the ownership of the land, royalties, or other moneys, or any part of them, however affected, shall increase the obligations or diminish the rights of Lessee, including, but not limited to, the location and drilling of wells and the measurements of production. Notwithstanding any other actual or constructive knowledge or notice to Lessee, its successors or assigns, no change or division in the ownership or the land, the royalties, other moneys, or the right to receive the same, however effected, shall be binding on the then record owner of this Lease until sixty (60) days after there has been furnished to the record owner at its principal place of business, by Lessor or Lessor's heirs, successors, or assigns, notice of the change or division of ownership, supported by either originals or certified copies of the instruments which have been properly filed for record which evidence the change or division of ownership, and of any applicable court records and proceedings, transcripts, or other documents necessary, in the opinion of the record owner, to establish the validity of the change or division of ownership. If any change in ownership occurs by reason of the death of an owner, Lessee may, nevertheless pay or tender the royalties, other moneys, or any part of them, to the credit of the decedent in the depository bank provided above.

9. 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. 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 or 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 a drilling or maximum allowable or proration unit under applicable governmental regulations, the acreage to be designated by Lessee as nearly as practicable in the form of a square centered at the well, or in the shape as then existing spacing rules require; and, (2) any part of the land included in a pooled unit on which there are operations. Lessee shall also continue to have all easements on all the land reasonably necessary to operations on the acreage retained.

10. Lessor hereby warrants and agrees to defend title to the leased premises against the claims of all persons whomsoever claiming all or any part of it. Lessor's rights and interests in the land shall be charged primarily with any mortgages, taxes, or other liens, or interest and other charges on the land, but Lessor agrees that Lessee shall have the right at any time to pay or reduce them for Lessor, either before or after maturity, and be subrogated to the rights of the holder of the lien and to deduct amounts so paid from royalties or other moneys payable or which may become payable to Lessor and/or Lessor's assigns. If this Lease covers less interest in the oil, gas, or other minerals in all or any part of the land than the entire and undivided fee simple estate (whether Lessor's interest is specified or not), or no interest, then the royalties, and other moneys accruing from any part of the land in which this Lease covers less than the full interest, shall be paid only in the proportion which the Lessor's interest, if any, covered by this Lease, bears to the whole and undivided fee simple estate in the land. All royalty interest covered by this Lease (whether or not owned by Lessor) shall be paid out of the royalty provided for in this Lease. This Lease shall be binding on each party who executes it without regard to whether it is executed by all those that may be named as Lessor.

11. If, while this Lease is in force, at, or after the expiration of the primary term, it is not being continued in force by reason of the shut-in well provisions of paragraph 3., and Lessee is not conducting operations on the land by reason of (1) any law, order, rule, or regulation, (whether or not subsequently determined to be invalid) or, (2) any other cause, or force majeure, whether similar or dissimilar, (except financial) beyond the reasonable control of Lessee, the primary term shall be extended until the first anniversary date occurring ninety (90) or more days following the removal of the delaying cause, and this Lease may then be extended by operations as if the delay had not occurred.

(SEE ADDENDUM ATTACHED HERETO AND MADE A PART HEREOF FOR FURTHER PROVISIONS TO THIS LEASE.)

This Lease is executed as of the date of the acknowledgment of the undersigned's signature, but shall be deemed effective for all purposes as of the Effective Date stated above.

LESSOR:

WEBB COUNTY, a Political Subdivision of the
State of Texas

Name: Hon. Tano E. Tijerina
Title: Webb County Judge

ACKNOWLEDGMENT

STATE OF TEXAS §

COUNTY OF WEBB §

This instrument was acknowledged before me on this the _____ day of _____, 2024,
by the Honorable Tano E. Tijerina as Webb County Judge on behalf of Webb County, Texas.

NOTARY PUBLIC, STATE OF TEXAS

LESSEE:

PROVEN ENERGY LLC



By: Todd Schoeffler
As: President

ACKNOWLEDGMENT

STATE OF LOUISIANA §

PARISH OF LAFAYETTE §

This instrument was acknowledged before me on March 26, 2024, by Todd Schoeffler as President of Proven Energy, LLC a limited liability company, on behalf of said limited liability company.



NOTARY PUBLIC, STATE OF LOUISIANA

MARIA THIBODEAUX
Notary Public ID No. 145291
Lafayette Parish, LA
With Statewide Jurisdiction
Commissioned For Life

EXHIBIT "A" ADDENDUM

ATTACHED TO AND MADE A PART OF THAT CERTAIN OIL AND GAS LEASE DATED THE ____ DAY OF _____, 2024 BY AND BETWEEN WEBB COUNTY, A POLITICAL SUBDIVISION OF THE STATE OF TEXAS, LESSOR, AND PROVEN ENERGY, LLC., LESSEE.

12. In the event of a conflict between the terms of the printed form of this lease and this addendum, the terms of this addendum shall control.
13. This lease covers only oil, gas and associated liquid or liquefiable hydrocarbons and associated minerals such as sulphur produced with and as an incident to the production of said hydrocarbons and Lessor excepts here from and reserves all other minerals and materials, including but not limited to all uranium, vanadium, thorium, molybdenum, plutonium, or other fissionable minerals or materials and ores containing the same, or any other similar minerals, and all iron ore, sand, gravel, rock, caliche, coal, lignite, limestone, shale, ore, sulphur, all bentonite, fullers earth, clay, other clay like substances and any other minerals, together with the right of ingress and egress to and over the leased premises for exploration for, developing and producing all minerals and materials not covered by this lease, provided that such rights shall not interfere with the rights granted to Lessee hereunder, and there is reserved to Lessor, the right, privilege and power to grant leases and the necessary easements and privileges in and upon the leased premises for the purpose of exploring, drilling and mining for any such substances excepted from this lease, provided however that such operations shall not interfere with Lessee's operations under the terms of this lease.
14. This lease cannot and shall not be maintained in force and effect after the expiration of the primary term solely by the payment of shut-in gas well royalty for any one shut-in period of more than three (3) consecutive years, nor in shorter recurring periods which after the primary term exceed five (5) years in the aggregate; and provided further, that such shut-in royalty payment shall be a sum equal to Fifty and No/100 Dollars (\$50.00) per net mineral acre per year based upon the number of acres subject to this lease at the time such payment is made.
15. Free Royalty: Lessee agrees that all royalties accruing under the Lease shall be without deduction by Lessee for the cost of producing, gathering, storing, separating, treating, dehydrating, compressing, processing, and otherwise making the oil, gas and leased substances produced hereunder ready for sale or use.
16. Reimbursements: Lessee further agrees to reimburse Lessor for Lessor's proportionate part of any reimbursement which Lessee or its assignees may obtain from a gas gatherer or purchaser for severance taxes which may be allowed to be reimbursed to Lessee or its assignees under the Natural Gas Policy Act or any regulation or authority, if paid by, charged to or against the interest of Lessor, to the extent Lessor has previously paid such severance taxes or expenses.
17. Right to Audit: Lessor expressly reserves the right and Lessee expressly grants to Lessor and any royalty owner the right to audit the production, transportation, sale, marketing, pricing, revenue and the calculation and payment of revenues to Lessor and royalty owners, by such royalty owner giving Lessee notice of the exercise of this right, Lessee shall make available to the requesting royalty owner all books, accounts and records (together with copies thereof if requested by royalty owner) along with all other data necessary for royalty owner or his agent to audit such matters. If it is determined that royalty owner has not been correctly paid all sums owed him and such deficiency exceeds the cost and expenses of such audit, then Lessee shall reimburse the requesting royalty owner for all costs and expenses incurred by Lessor or requesting royalty owner for such audit, together with all unpaid revenues and interest thereon. Such audit shall take place at Lessee's office or at such other place as may be mutually agreed upon by the parties. Lessor shall not exercise the right to audit provided herein more than once every twelve (12) months.
- 18.1 Notwithstanding anything in Paragraph 4 to the contrary, (i) units formed for the production of oil from wells classified as vertical oil wells may not exceed 80 acres, (ii) units formed for the production of gas from wells classified as vertical gas wells may not exceed 160 acres. Units for production from horizontal wells shall not exceed the acreage provided in Paragraph 19 below or the amount of acreage provided above for a vertical well of similar depth, whichever is the greater amount. However, should a governmental authority having jurisdiction prescribe, allow, or permit the creation of units larger than those specified, for the drilling or operation of a well at a regular location, drilled either vertically or horizontally, to comply with existing or subsequently established field rules, for obtaining a greater allowable from any well to be drilled, drilling, or already drilled, or for any other purpose, units created may conform substantially in size with those permitted, allowed, or prescribed by applicable governmental regulations, now in existence, or later enacted.
- 18.2 In the event Lessee exercises its option to form a pooled unit hereunder, and less than all of the leased premises is included within the boundaries of such pooled unit, it is provided that operations upon or production from such pooled unit shall maintain this lease in effect only as to the portion included within the boundaries of such pooled unit. As to the portion of the leased premises not included within such pooled unit, this lease may be maintained in effect by commencement of operations or production or by any other manner provided herein.
19. HORIZONTAL WELLS: Notwithstanding anything herein above to the contrary, the maximum authorized size of pooled units and retained units under Paragraph 18.1 above, for horizontal wells (either oil or gas) shall be calculated according to the following formula: $A \text{ (acreage)} = [L \text{ (actual lateral length drilled)} \times .11488] \times 1.5$; EXAMPLE: $A = [2,000' \times .11488] \times 1.5 = 480.64 \text{ acres}$.
20. At the expiration of the primary term, this Lease shall terminate as to all depths and all horizons below one hundred (100') feet below the stratigraphic equivalent of the base of the deepest producing zone or horizon or deepest zone or horizon capable of producing from any well on the leased premises or acreage pooled therewith, on a well-by-well basis. If, on the date the partial release called for herein would otherwise be required, Lessee is then engaged in the actual drilling of a well in search of oil or gas on the land covered hereby or on lands pooled therewith or has drilled a well thereon within a period of ninety (90) days prior to such date, then the provisions of this paragraph 20 shall not be applicable until such time as the Lessee allows a period of ninety (90) consecutive days to laps between the completion

- of a well and the actual commencement of drilling or reworking operations on a subsequent well or wells on the lands covered hereby.
21. Lessee agrees to defend, protect, indemnify and hold harmless Lessor and/or the Surface Owner, and their heirs, executors, administrators and assigns as the owners of the leased premises, from and against any and all losses, liabilities, demands and claims for damages for personal injury, death of persons and for damage to or loss of property as well as reasonable attorney's fees, costs and expenses Lessor and/or the Surface Owner, may incur by reason of such claims, demands or causes of action caused by or resulting from operations by Lessee, Lessee's employees, agents, licensees, representatives, contractors or subcontractors unless the personal injury, death of persons or damages to or loss of property is caused by the sole negligence of Lessor and/or the Surface Owner, and their agents, servants, employees, representatives or contractors
 22. This lease is a "Paid-Up Lease" meaning that delay rentals ordinarily required to be paid to perpetuate a lease from year to year in lieu of drilling operations have been paid in advance. Therefore, Lessee shall not be required to make any annual shut-in royalty or delay rental payments or conduct drilling or reworking operations in order to perpetuate this lease to the end of the primary term. Further, irrespective of whether drilling operations, reworking operations and/or actual production has commenced and/or ceased during the primary term, this lease shall be perpetuated to the end of the primary term.
 23. This lease represents the entire agreement between Lessor and Lessee with respect to the leased premises and shall supersede and replace all prior agreements, both oral and written, between the parties hereto. This lease may be amended only by a subsequent written instrument executed by both Lessors and Lessee.
 24. Contemporaneously with the execution of this lease, Lessor and Lessee will execute a Memorandum of Oil and Gas Lease and Lessor and Lessee agree that such Memorandum of Oil and Gas Lease, which makes reference to this lease, may be filed for record by Lessee, in the appropriate records of the County or Counties in which said lands are located in lieu of the recording of this lease in its entirety. The recording of said Memorandum of Oil and Gas Lease shall be binding upon Lessor and Lessee, and their respective heirs, successors, legal representatives and assigns, the same as if this lease was filed for record in its complete text.
 25. Lessee is granted the right and authority, exercisable from time to time or at any time, to commingle and allocate all production from any horizontal well located, in part on the leased premises or lands pooled therewith and in part on other lands when, in Lessee's judgment, it is reasonably necessary, efficient or convenient to do so in order to reasonably develop and/or operate the leased premises in an efficient, economical and/or convenient manner. Production from any such horizontal well shall be allocated among the lands/pooled units crossed by the horizontal wellbore based on the ratio of the total productive lateral length of the wellbore located on the leased premises or on a pooled unit including all or part of the leased premises to the total productive lateral length of the wellbore. The total productive lateral length being the measured distance between the first and last take points from which oil and gas is produced.
 26. This instrument may be executed either as one instrument or in several partially executed counterparts and the original and all counterparts shall be construed together and shall constitute one instrument. Should less than all of the named Lessor execute this instrument, this instrument shall be binding on those who are signatories. For recordation purposes, the signature pages and acknowledgments may be affixed to the body of an original instrument without the necessity of recording the entirety of each separate counterpart.
 27. In conducting any surface operations with respect to the Lease, including (without limitation) investigation, exploration, prospecting, production, exploitation, development, mining and production, processing, transporting, and marketing of oil, gas, and all other minerals from the Leased Premises or in connection with the conduct of other activities associated with this Lease, Lessee hereby agrees and covenants not to use, enter upon, or occupy any portion of the surface of the Leased Premises, or grant permission to or otherwise authorize others to do so, and further agrees not to place, or permit to be placed, any fixtures, equipment, buildings or structures thereon. Without limiting the generality of the foregoing, Lessee does hereby expressly waive the right of ingress and egress to and from the surface of the Leased Premises for all purposes. Nothing herein, however, restricts or prohibits the exploration or production of the oil or gas by means of wells that are drilled on land other than the Leased Premises but enter or bottom under the Leased Premises, provided that these operations in no manner interfere with the surface or subsurface support of any improvements constructed or to be constructed on the Leased Premises.

IN WITNESS WHEREOF, this instrument is executed and made effective as of the date first above written.

LESSOR:

WEBB COUNTY, a Political Subdivision of the
State of Texas

Name: Hon. Tano E. Tijerina
Title: Webb County Judge

ACKNOWLEDGMENT

STATE OF TEXAS §

COUNTY OF WEBB §

This instrument was acknowledged before me on this the _____ day of _____, 2024, by
the Honorable Tano E. Tijerina as Webb County Judge on behalf of Webb County, Texas.

NOTARY PUBLIC, STATE OF

LESSEE:

PROVEN ENERGY, LLC



By: Todd Schoeffler
As: President

ACKNOWLEDGMENT

STATE OF LOUISIANA §

PARISH OF LAFAYETTE §

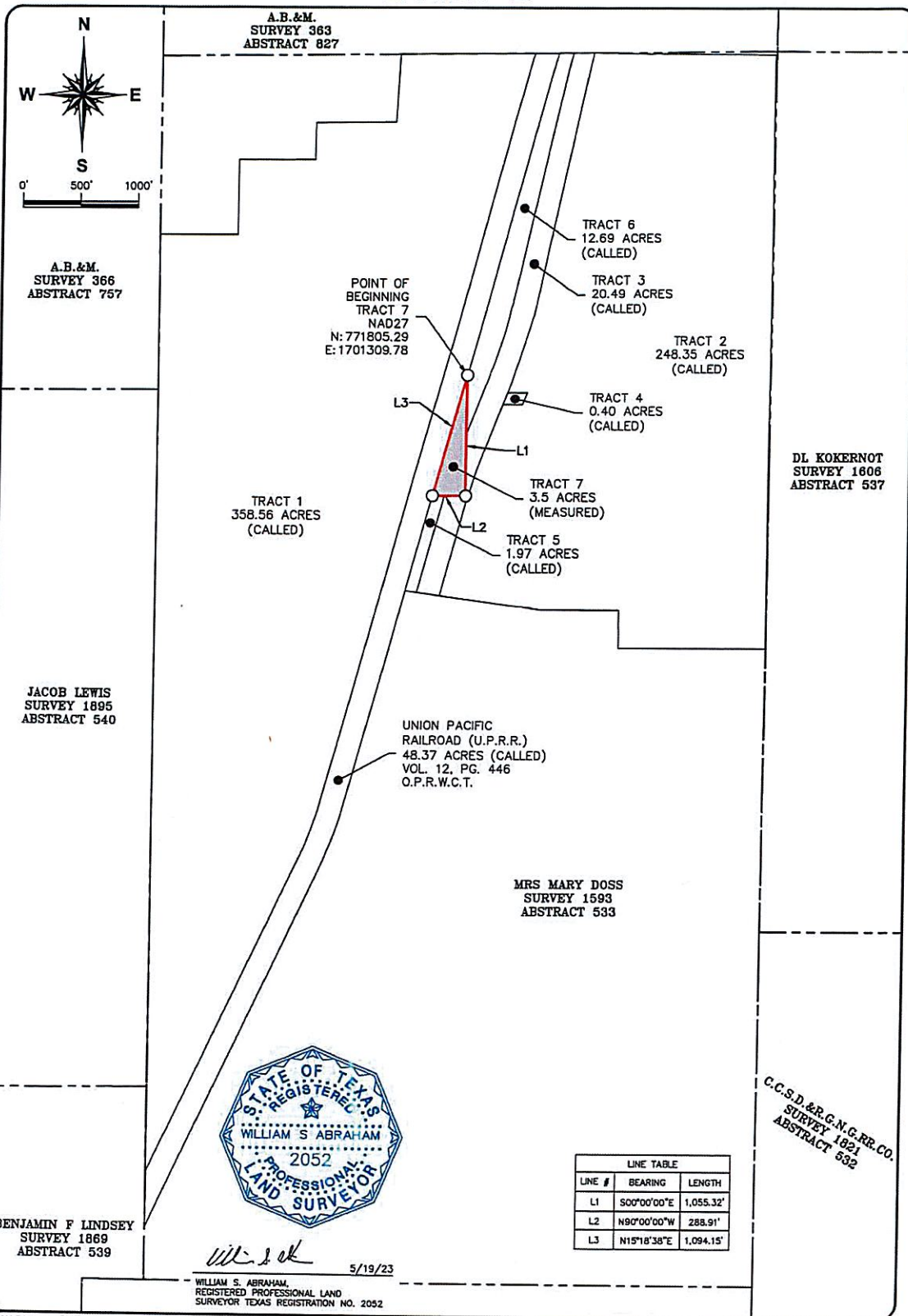
This instrument was acknowledged before me on March 26, 2024, by Todd Schoeffler, President of Proven Energy, LLC, a limited liability company on behalf of said limited liability company,



NOTARY PUBLIC, STATE OF LOUISIANA

MARIA THIBODEAUX
Notary Public ID No. 145291
Lafayette Parish, LA
With Statewide Jurisdiction
Commissioned For Life

EXHIBIT "A"



WARNING: PLAT MAY NOT SHOW ALL CROSSINGS OF PIPELINES OR CABLES. USE TEXAS ONE CALL SYSTEM BEFORE EXCAVATION ON PROPERTY.

RIOJAS LEASE TRACT
3.5 ACRES (MEASURED)
SITUATED IN
MRS MARY DOSS, SURVEY 1593, ABSTRACT 533
WEBB COUNTY, TEXAS

NOTES:
1. SURVEY RECONSTRUCTION FILED IN THE OFFICE OF ATWELL, LLC.
2. ALL BEARING AND COORDINATES SHOWN ARE BASED ON THE TEXAS COORDINATE SYSTEM OF 1927, SOUTH ZONE.
3. THE ABOVE SKETCH REPRESENTS THE LOCATION AS STAKED ON THE GROUND AND IS FOR PERMIT PURPOSE ONLY.
4. THIS DOES NOT CONSTITUTE A BOUNDARY SURVEY.
5. LEASE DESCRIPTION PROVIDED BY CLIENT.

LEGEND
 - - - - SURVEY LINE
 - - - - OFFICIAL PUBLIC RECORDS OF WEBB COUNTY TEXAS
 - - - - O.P.R.W.C.T.
 - - - - BOUNDARY LINE



DRAWN	RS	DATE	5/15/23
CHECKED	JDD	DATE	5/15/23
APP'D		DATE	
SCALE	1"=1000'	PAGE	1 OF 2
REV#	INT.	DATE	DESC.
1	RS	5/19/23	REVISED ACREAGE
JOB NAME		RIOJAS LEASE M&B	
JOB NO.		E&P PROJECTS	

C.C.S.D.&R.G.N.G. RR. CO.
SURVEY 1821
ABSTRACT 532

**METES AND BOUNDS DESCRIPTION OF
RIOJAS LEASE TRACT 7**

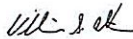
Being 3.5 acres (measured) situated in Mrs. Mary Doss, Survey 1593, Abstract 533 in Webb County, Texas. Being more fully described as follows with all coordinates, bearings and distances shown herein being grid, based upon the Texas State Plane Coordinate System, Texas South Zone, North American Datum of 1927, U.S. Survey Feet:

POINT OF BEGINNING: At the north corner of said 3.5 (measured) acre tract, having coordinates of North: 771805.29 and East: 1701309.78, of said coordinate system.

THENCE: S 00°00'00" E, a distance of 1,055.32 feet, to the southeast corner of herein described tract;

THENCE: N 90°00'00" W, a distance of 288.91 feet, to the southwest corner of herein described tract;

THENCE: N 15°18'38" E, a distance of 1,094.15 feet to the Point of Beginning and containing 3.5 acres (measured) in Webb County, Texas. Said tract being described in an exhibit map prepared by Atwell LLC.



5/19/23

William S. Abraham
Registered Professional Land Surveyor
Registration No. 2052



NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OR ALL OF THE FOLLOWING INFORMATION FROM ANY INSTRUMENT THAT TRANSFERS AN INTEREST IN REAL PROPERTY 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

THE STATE OF TEXAS §
 § **KNOW ALL MEN BY THESE PRESENTS:**
COUNTY OF WEBB §

Be it Remembered that made effective as _____, 2024 an Oil and Gas Lease (the "Lease") was made and entered into between **WEBB COUNTY, TEXAS** whose address is 1110 Washington Street, Suite 101, Laredo, TX 78040, (hereinafter referred to as "Lessor", whether one or more), and **PROVEN ENERGY, LLC**, whose address is 224 Rue De Jean, Lafayette Louisiana 70508, as "Lessee". Under the terms of the Lease, Lessor granted, leased and let exclusively unto Lessee for the purpose of exploring, drilling, operating for, producing and owning oil, gas and their respective constituent products, together with the right to make surveys, lay pipelines, build tanks and roads and other structures thereon necessary or useful in Lessee's operations in exploring, drilling for, producing, treating, storing and transporting said products from the land leased thereunder, those certain lands of the Lessors situated in Webb County, Texas, comprising **3.50 acres of land**, more or less, described as follows to wit:

Being 3.5 acres (measured) situated in Mrs. Mary Doss, Survey 1593, Abstract 533 in Webb County, Texas. Being more fully described as follows with all coordinates, bearings and distances shown herein being grid, based upon the Texas State Plane Coordinate System, Texas South Zone, North American Datum of 1927, U.S. Survey Feet as more particularly depicted in Exhibit "A" attached hereto:

Including such land, if any, which may underlie roads, rights of way, or any easements on or adjoining the above described land (the "Leased Premises.")

Unless sooner terminated or longer kept in force under other provisions thereof, the Lease shall remain in effect for a term of Two (2) years from the date thereof (therein called "primary term") and as long thereafter as operations, as therein defined, are conducted upon said land with no cessation of more than ninety (90) consecutive days

Executed copies of the Lease are in the possession of Lessor and Lessee at the offices of Lessor and Lessee at their addresses listed first above.

This instrument may be executed either as one instrument or in several partially executed counterparts and the original and all counterparts shall be construed together and shall constitute one instrument. Should less than all of the named Lessor execute this instrument, this instrument shall be binding on those who are signatories. For recordation and all other purposes, the separate signature pages and acknowledgments may be affixed to the body of an original instrument without necessity of recording the entirety of each separate counterpart.

IN WITNESS WHEREOF, the parties hereto have executed and made this instrument effective as of _____ and filed it of record to evidence in the Official Records of the County Clerk of Webb County, Texas, the existence of the Lease and for all other purposes.

LESSOR:

WEBB COUNTY, a Political Subdivision of the
State of Texas

Name: Hon. Tano E. Tijerina
Title: Webb County Judge

ACKNOWLEDGMENT

STATE OF TEXAS


COUNTY OF WEBB

This instrument was acknowledged before me on this the _____ day of _____, 2024, by the Honorable Tano E. Tijerina as Webb County Judge on behalf of Webb County, Texas.

Notary Public in and for the State of Texas

LESSEE:

PROVEN ENERGY, LLC.:




By: **Todd Schoeffler**
President

ACKNOWLEDGMENT

STATE OF LOUISIANA

PARISH OF LAFAYETTE

This instrument was acknowledged before me on this the 26 day of March, 2024, by Todd Schoeffler as President of Proven Energy, LLC, a limited liability company on behalf of said limited liability company.

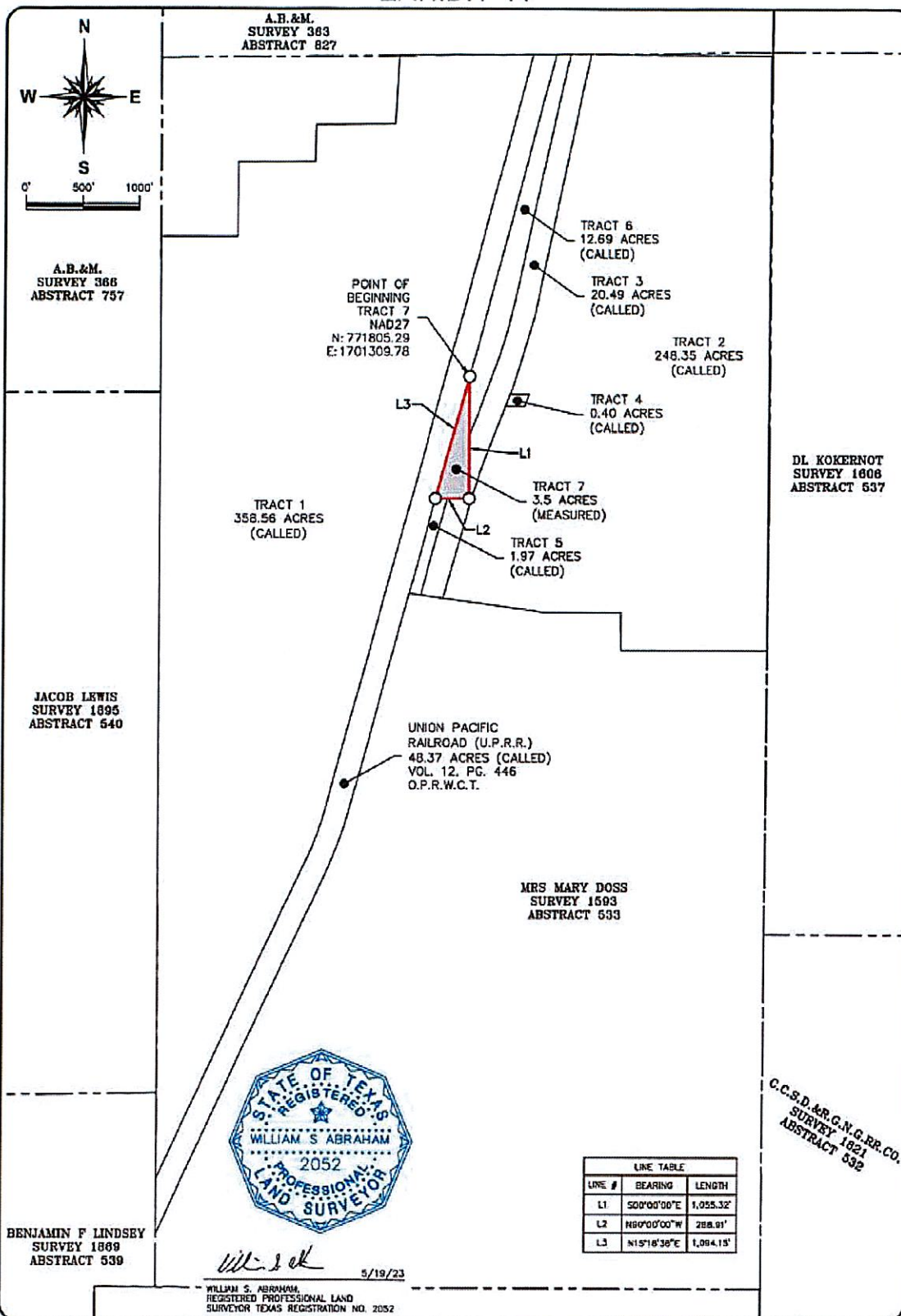


Notary Public in and for the State of La.



MARIA THIBODEAUX
Notary Public ID No. 145291
Lafayette Parish, LA
With Statewide Jurisdiction
Commissioned For Life

EXHIBIT "A"



WARNING: PLAT MAY NOT SHOW ALL CROSSINGS OF PIPELINES OR CABLES. USE TEXAS ONE CALL SYSTEM BEFORE EXCAVATION ON PROPERTY.

**RIOJAS LEASE TRACT
3.5 ACRES (MEASURED)
SITUATED IN
MRS MARY DOSS, SURVEY 1593, ABSTRACT 533
WEBB COUNTY, TEXAS**

NOTES:
1. SURVEY RECONSTRUCTION FILED IN THE OFFICE OF ATWELL, L.L.C.
2. ALL BEARING AND COORDINATES SHOWN ARE BASED ON THE TEXAS COORDINATE SYSTEM OF 1927, SOUTH ZONE.
3. THE ABOVE SKETCH REPRESENTS THE LOCATION AS STATED ON THE GROUND AND IS FOR PERMIT PURPOSE ONLY.
4. THIS DOES NOT CONSTITUTE A BOUNDARY SURVEY.
5. LEASE DESCRIPTION PROVIDED BY CLIENT.

LEGEND

- SURVEY LINE
- OFFICIAL PUBLIC RECORDS OF WEBB COUNTY TEXAS
- BOUNDARY LINE

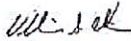
ATWELL
806.930.4300 www.atwellgroup.com
10502 Riverside Plaza, Suite 110
San Antonio, Texas 78216
TEAM & PEOPLE @ CONCEPTS

DRAWN	RS	DATE	5/15/23
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**METES AND BOUNDS DESCRIPTION OF
RIOJAS LEASE TRACT 7**

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5/19/23
William S. Abraham
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