

MEMORANDUM OF OIL AND GAS LEASE

THE STATE OF TEXAS

KNOWN ALL MEN BY THESE PRESENTS:

COUNTY OF CASS

THAT, for and in consideration of Ten and No/100 Dollars and other valuable consideration (\$10.00 & OVC) paid by NETX Acquisitions, LLC, whose address is: 100 Independence Place, Suite 405, Tyler, TX 75703, hereinafter called "Lessee", and Jose Manuel Gonzalez, whose address is: 3716 Durst Street, Nacogdoches, TX 75964, hereinafter called "Lessor". Lessor has and does hereby GRANT, LEASE and LET exclusively unto Lessee any and all of Lessor's mineral interest in the below described land, and only to the extent that Lessor actually owns such mineral interest in such land, for the purpose of exploring and drilling for and producing oil and gas from the following described land in Cass County, Texas for the term identified herein to wit:

Being 163.6621 acres, more or less, in the A. D. DUNCAN SURVEY, A-251, Cass County, Texas and being more fully described in the following Ten (10) tracts, to-wit:

Tract 1: 10.867 acres of land, more or less, situated in the A. D. Duncan Survey, A-251, Cass County, Texas, and being the same land described in that certain Warranty Deed dated March 2, 2015 from Bobbye Jean Greene Herrell to William Dale Hearrell, recorded in Instrument Number 2015001218 of the Official Public Records of Cass County, Texas.

Tract 2: 10.867 acres of land, more or less, situated in the A. D. Duncan Survey, A-251, Cass County, Texas, and being the same land described in that certain Warranty Deed dated March 2, 2015 from Bobbye Jean Greene Hearrell to William Dale Hearrell, recorded in Instrument Number 2015001217 of the Official Public Records of Cass County, Texas.

Tract 3: 10.418 acres of land, more or less, situated in the A. D. Duncan Survey, A-251, Cass County, Texas and being the same land more particularly described in that certain General Warranty Deed dated December 30, 2021 from Dempsey Thomas and spouse, Marva Thomas to Brenda Jackson and spouse, Joseph Jackson, Jr., et al, recorded in Instrument No. 2022000083, Official Public Records, Cass County, Texas.

Tract 4: 9.7607 acres of land, more or less, situated in the A. D. Duncan Survey, A-251, Cass County, Texas and being more particularly described in that certain Warranty Deed dated May 20, 1999 from Fred H. Montgomery, a single man to Charles E. Whetstone and wife, Tammie Whetstone, recorded in Volume 1084, Pg. 203, Real Property Records, Cass County, Texas.

Tract 5: 9.00 acres of land, more or less, situated in the A. D. Duncan Survey, A-251, Cass County, Texas and being more particularly described in that certain Warranty Deed with Vendor's Lien dated August 13, 1983 from Jack H. Clay, et ux, Doris Jean Clay to Homer Manson, et ux, Gracie Lee Manson, recorded in Volume 705, Page 601, Deed Records, Cass County, Texas.

Tract 6: 7.84 acres of land, more or less, situated in the A. D. Duncan Survey, A-251, Cass County, Texas and being the same land more particularly described in that certain Warranty Deed dated November 4, 1982 from Jack Hammond Clay and wife, Doris Jean Clay to Billy Ray Duncan and Barbara Joyce Duncan, recorded in Volume 688, Page 174, Deed Records, Cass County, Texas.

Tract 7: 3.91 acres of land, more or less, situated in the A. D. Duncan Survey, A-251, Cass County, Texas and being described by the following Two (2) tracts, to-wit:

Tract 7A: 1.61 acres of land, more or less, situated in the A. D. Duncan Survey, A-251, Cass County, Texas and being the same land more particularly described as "Tract No. 1" in that certain Warranty Deed dated May 29, 2009 from Charles James, a single man to Stacy Glenn Burns and Stephen Lynn Burns, both married men, recorded in Instrument Number 2009002277, Official Public Records, Cass County, Texas.

Tract 7B: 2.30 acres of land, more or less, situated in the A. D. Duncan Survey, A-251, Cass County, Texas and being the same land more particularly described as "Tract No. 2" in that certain Warranty Deed dated May 29, 2009 from Charles James, a single man to Stacy Glenn Burns and Stephen Lynn Burns, both married men, recorded in Instrument Number 2009002277, Official Public Records, Cass County, Texas.

Tract 8: 2.00 acres of land, more or less, situated in the A. D. Duncan Survey, A-251, Cass County, Texas and being the same land more particularly described in that certain Warranty Deed dated January 15, 1970 Maxine Todd, a feme sole to Clara Whitfield Todd, recorded in Volume 519, Page 245, Deed Records, Cass County, Texas.

Tract 9: 2.00 acres of land, more or less, situated in the A. D. Duncan Survey, A-251, Cass County, Texas and being more particularly described in that certain Warranty Deed with Vendor's Lien dated February 18, 1977 from W. R. Fielder and wife, Wilma Fielder to Billy R. Fielder and wife, Wanda F. Fielder, recorded in Volume 593, Page 180, Deed Records, Cass County, Texas.

Tract 10: 97.0 acres of land, more or less, part of the M. R. Watson Survey, A-1142, Cass County, Texas, and being the same land described in that certain Warranty Deed dated August 13, 1956 from J.H. Stewart, et al to Colquitt Stewart, recorded in Volume 335, Page 140 of the Deed Records of Cass County, Texas.

Subject to all the terms and provisions set forth in that certain Oil and Gas Lease dated February 21, 2025 covering said land and providing for a primary term of **THREE (3) with an option to extend for an additional TWO (2) years** and so long thereafter as oil or gas is produced, subject to the terms of the lease, a copy of which is in the possession of each of the parties, Lessor and Lessee, and which is incorporated herein by reference and made part hereof as if set forth at length herein, and to which reference is made for all purposes.

EXECUTED this 26th day of February, 2025.

LESSOR:



Jose Manuel Gonzalez

ACKNOWLEDGMENT

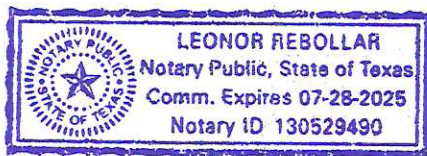
STATE OF TEXAS


COUNTY OF NACOGDOCHES

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This instrument was acknowledged before me on this 26th day of February, 2025, by Jose Manuel Gonzalez.

SEAL:





Notary Public – State of Texas

LESSEE:

By: _____

Martin Bennett, Manager for NETX Acquisitions, LLC

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 OF RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER

**OIL AND GAS LEASE
(PAID-UP)**

THIS LEASE AGREEMENT IS made as of the 21st of February 2025, between Jose Manuel Gonzalez, whose address is 3716 Durst Street, Nacogdoches, Texas 75964, as Lessor (whether one or more), and NETX ACQUISITIONS, LLC, 100 Independence Place, Suite 404, Tyler, Texas 75703, as Lessee. All printed portions of this lease were prepared by the party hereinabove named as Lessee, but all other provisions (including the completion of blank spaces) were prepared jointly by Lessor and Lessee.

1. **Description.** In consideration of a cash bonus, being \$350.00 per net mineral acres for the primary term of THREE (3) years and an additional equal bonus for the TWO (2) year extension if the extension is needed, in hand paid and the covenants herein contained. Lessor hereby grants, leases and lets exclusively to Lessee any and all of Lessor's mineral interest in the following described land, hereinafter called leased premises, and only to the extent that Lessor actually owns such mineral interest in such described land, if any, as follows:

Being 163.6621 acres, more or less, in the A. D. DUNCAN SURVEY, A-251, Cass County, Texas and being more fully described in the following Ten (10) tracts, to-wit:

Tract 1: 10.867 acres of land, more or less, situated in the A. D. Duncan Survey, A-251, Cass County, Texas, and being the same land described in that certain Warranty Deed dated March 2, 2015 from Bobbye Jean Greene Herrell to William Dale Hearrell, recorded in Instrument Number 2015001218 of the Official Public Records of Cass County, Texas.

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in the County of CASS, State of Texas containing 163.6621 gross acres, more or less (including any interests therein which Lessor may hereafter acquire by reversion, prescription or otherwise), for the purpose of exploring for, developing, producing and marketing oil and gas, along with brine and all hydrocarbon and nonhydrocarbon substances produced in association therewith. The term "gas" as used herein includes helium, carbon dioxide, gaseous sulfur compounds, coalbed methane and other commercial gases, as well as normal hydrocarbon gases. The term "brine" shall as used herein shall mean subterranean salt water and all of its component parts, including but not limited to bromine, magnesium, potassium, lithium, boron, chlorine, sodium, calcium, strontium, sodium, sulfur, barium, solution gas, and all other chemical elements, compounds or products produced with or extracted from such salt water. In addition to the above-described land, this lease and the term "leased premises" also covers accretions and any small strips or parcels of land now or hereafter owned by Lessor which are contiguous or adjacent to the above-described land and, in consideration of the aforementioned cash bonus, Lessor agrees to execute at Lessee's request any additional or supplemental instruments for a more complete or accurate description of the land so covered. For the purpose of determining the amount of any payments based on acreage hereunder, the number of gross acres above specified shall be deemed correct, whether actually more or less. During the term of this lease, Lessee shall have the exclusive right to explore, develop, produce and market oil and gas, and all hydrocarbons and nonhydrocarbons produced in association therewith, from the leased premises by any method inclusive of, without limitation, geophysical or seismic operations. For the same consideration stated above, Lessor further grants, leases and warrants to Lessee a subsurface right-of-way and easement in, through and under the leased premises for the purpose of drilling oil and/or gas wells to, and producing through said wells oil, gas or other minerals from, lands other than the leased premises, together with the right of ingress and egress to said wells.

2. Term of Lease. This lease, which is a "paid-up" lease requiring no rentals, shall be in force for a primary term of **THREE (3)** years with an option to extend for an additional **TWO (2)** years and for as long thereafter as oil or gas or other substances covered hereby are produced in paying quantities from the leased premises or from lands pooled therewith or this lease is otherwise maintained in effect pursuant to the provisions hereof.

3. Royalty Payment. Royalties on oil, gas and other substances produced and saved hereunder shall be paid by Lessee to Lessor as follows: (a) For oil and other liquid hydrocarbons separated at separator facilities, the royalty shall be **ONE FIFTH (1/5th)** of such production, to be delivered at Lessee's option to Lessor at the wellhead or to Lessor's credit at the oil purchaser's transportation facilities, provided that Lessee shall have the continuing right to sell such production to itself or an affiliate at the wellhead market price then prevailing in the same field (or if there is no such price then prevailing in the same field, then in the nearest field in which there is such a prevailing price) for production of similar grade and gravity; (b) for gas (including casinghead gas) and all other substances covered hereby, the royalty shall be **ONE FIFTH (1/5th)** of the proceeds realized by Lessee from the sale thereof, provided that Lessee shall have the continuing right to sell such production to itself or an affiliate at the prevailing wellhead market price paid for production of similar quality in the same field (or if there is no such price then prevailing in the same field, then in the nearest field in which there is such a prevailing price) pursuant to comparable purchase arrangements entered into on the same or nearest preceding date as the date on which Lessee or its affiliate commences its purchases hereunder.

4. Depository Agent. All shut-in royalty payments under this lease shall be paid or tendered to Lessor or to Lessor's credit in **PAYING LESSOR DIRECTLY AT ABOVE ADDRESS** or its successors, which shall be Lessor's depository agent for receiving payments regardless of changes in the ownership of said land. All payments or tenders may be made in currency, or by check or by draft and such payments or tenders to Lessor or to the depository by deposit in the U.S. Mails in a stamped envelope addressed to the depository or to the Lessor at the last address known to Lessee shall constitute proper payment. If the depository should liquidate or be succeeded by another institution, or for any reason fail or refuse to accept payment hereunder, Lessor shall, at Lessee's request, deliver to Lessee a proper recordable instrument naming another institution as depository agent to receive payments.

5. Operations. If Lessee drills a well which is incapable of producing in paying quantities (hereinafter called "dry hole") on the leased premises or lands pooled or unitized therewith, or if all production (whether or not in paying quantities) permanently ceases from any cause, including a revision of unit boundaries pursuant to the provisions of Paragraph 6 or the action of any governmental authority, then in the event this lease is not otherwise being maintained in force it shall nevertheless remain in force if Lessee commences operations for reworking an existing well or for drilling an additional well or for otherwise obtaining or restoring production on the leased premises or lands pooled or unitized therewith within 180 days after completion of operations on such dry hole or within 180 days after such cessation of all production. If at the end of the primary term, or at any time thereafter, this lease is not otherwise being maintained in force but Lessee is then engaged in drilling, reworking or any other operations reasonably calculated to obtain or restore production therefrom, this lease shall remain in force so long as any one or more of such operations are prosecuted with no interruption of more than 180 consecutive days, and if any such operations result in the production of oil or gas or other substances covered hereby, as long thereafter as there is production in paying quantities from the leased premises or lands pooled or unitized therewith. After completion of a well capable of producing in paying quantities hereunder, Lessee shall drill such additional wells on the leased premises or lands pooled or unitized therewith as a reasonably prudent operator would drill under the same or similar circumstances to (a) develop the leased premises as to reservoirs then capable of producing in paying quantities on the leased premises or land pooled or unitized therewith, or (b) protect the leased premises from uncompensated drainage by any well or wells located on other lands not pooled or unitized therewith. There shall be no covenant to drill exploratory wells or any additional wells except as expressly provided herein.

6. Pooling. Lessee shall have the right but not the obligation to pool all or any part of the leased premises or interest therein with any other lands or interests, as to any or all depths or zones, and as to any or all substances covered by this lease, either before or after the commencement of drilling or production, whenever Lessee deems it necessary or proper to do so in order to prudently develop or operate the leased premises, whether or not similar pooling authority exists with respect to such other lands or interests. The creation of a unit by such pooling shall be based on the following criteria (hereinafter called "pooling 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 an oil well or gas well or horizontal completion to conform to any well spacing or density pattern that may be prescribed or permitted by any governmental authority having jurisdiction to do so. For the purpose of the foregoing, the terms "oil well" and "gas well" shall have the meanings prescribed by applicable law or the appropriate governmental authority, or, if no definition is so prescribed, "oil well" means a well with an initial gas-oil ratio of less than 100,000 cubic feet per barrel and "gas well" means a well with an initial gas-oil ratio of 100,000 cubic feet or more per barrel, based on a 24-hour production test conducted under normal producing conditions using standard lease separator facilities or equivalent testing equipment; and the term "horizontal completion" means an oil well in which the horizontal component of the gross completion interval in the reservoir exceeds the vertical component thereof. In exercising its pooling rights hereunder, Lessee shall file of record a written declaration describing the unit and stating the effective date of pooling. Production, drilling or reworking operations anywhere on a unit which includes all or any part of the leased premises shall be treated as if it were production, drilling or reworking operations on the leased premises, except that the production on which Lessor's royalty is calculated shall be that proportion of the total unit production which the net acreage covered by this lease and included in the unit bears to the total gross acreage in the unit, but only to the extent such proportion of unit production is sold by Lessee. In the event a unit is formed hereunder before the unit well is drilled and completed, so that the applicable pooling criteria are not yet known, the unit shall be based on the pooling criteria Lessee expects in good faith to apply upon completion of the well; provided that within a reasonable time after completion of the well, the unit shall be revised if necessary to conform to the pooling criteria that actually exist. Pooling in one or more instances shall not exhaust Lessee's pooling rights hereunder 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. To revise a unit hereunder, Lessee shall file of record a written declaration describing the revised unit and stating the effective date of revision. To the extent 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. In the absence of production in paying quantities from a unit, or upon permanent cessation thereof, Lessee may terminate the unit by filing of record a written declaration describing the unit and stating the date of termination. Pooling hereunder shall not constitute a cross-conveyance of interests.

7. **Payment Reductions.** If Lessor owns less than the full mineral estate in all or any part of the leased premises, the royalties and shut-in royalties payable hereunder for any well on any part of the leased premises or lands pooled therewith shall be reduced to the proportion that Lessor's interest in such part of the leased premises bears to the full mineral estate in such part of the leased premises. To the extent any royalty or other payment attributable to the mineral estate covered by this lease is payable to someone other than Lessor, such royalty or other payment shall be deducted from the corresponding amount otherwise payable to Lessor hereunder.

8. **Ownership Changes.** The interest of either Lessor or Lessee hereunder may be assigned, devised or otherwise transferred in whole or in part, by area and/or by depth or zone, and the rights and obligations of the parties hereunder shall extend to their respective heirs, devisees, executors, administrators, successors and assigns. No change in Lessor's ownership shall have the effect of reducing the rights or enlarging the obligations of Lessee hereunder, and no change in ownership shall be binding on Lessee until 60 days after Lessee has been furnished the original or duly authenticated copies of the documents establishing such change of ownership to the satisfaction of Lessee or until Lessor has satisfied the notification requirements contained in Lessee's usual form of division order. In the event of the death of any person entitled to shut-in royalties hereunder, Lessee may pay or tender such shut-in royalties to the credit of decedent or decedent's estate in the depository designated above. If at any time two or more persons are entitled to shut-in royalties hereunder, Lessee may pay or tender such shut-in royalties to such persons or to their credit in the depository, either jointly, or separately in proportion to the interest which each owns. If Lessee transfers its interest hereunder in whole or in part Lessee shall be relieved of all obligations thereafter arising with respect to the transferred interest, and failure of the transferee to satisfy such obligations with respect to the transferred interest shall not affect the rights of Lessee with respect to any interest not so transferred. If Lessee transfers a full or undivided interest in all or any portion of the area covered by this lease, the obligation to pay or tender shut-in royalties hereunder shall be divided between Lessee and the transferee in proportion to the net acreage interest in this lease then held by each.

9. **Release of Lease.** Lessee may, at any time and from time to time, deliver to Lessor or file of record a written release of this lease as to a full or undivided interest in all or any portion of the area covered by this lease or any depths or zones thereunder, and shall thereupon be relieved of all obligations thereafter arising with respect to the interest so released. If Lessee releases less than all of the interest or area covered hereby, Lessee's obligation to pay or tender shut-in royalties shall be proportionately reduced in accordance with the net acreage interest retained hereunder.

10. **Ancillary Rights.** In exploring for, developing, producing and marketing oil, gas and other substances covered hereby on the leased premises or lands pooled or unitized therewith, in primary and/or enhanced recovery, Lessee shall have the right of ingress and egress along with the right to conduct such operations on the leased premises as may be reasonably necessary for such purposes, including but not limited to geophysical operations, the drilling of wells, and the construction and use of roads, canals, pipelines, tanks, water wells, disposal wells, injection wells, pits, electric and telephone lines, power stations, and other facilities deemed necessary by Lessee to discover, produce, store, treat and/or transport production. Lessee may use in such operations, free of cost, any oil, gas, water and/or other substances produced on the leased premises. In exploring, developing, producing or marketing from the leased premises or lands pooled or unitized therewith, the ancillary rights granted herein shall apply (a) to the entire leased premises described in Paragraph 1 above, notwithstanding any partial release or other partial termination of this lease; and (b) to any other lands in which Lessor now or hereafter has authority to grant such rights in the vicinity of the leased premises or lands pooled or unitized therewith. When requested by Lessor in writing, Lessee shall bury its pipelines below ordinary plow depth on cultivated lands. No well shall be located less than 200 feet from any house or barn now on the leased premises or other lands of Lessor used by Lessee hereunder, without Lessor's consent, and Lessee shall pay for damage caused by its operations to buildings and other improvements now on the leased premises, or such other lands, and to commercial timber and growing crops thereon. Lessee shall have the right at any time to remove its fixtures, equipment, and materials, including well casing, from the leased premises or such other lands during the term of this lease or within a reasonable time thereafter.

11. **Regulation and Delay.** Lessee's obligations under this lease, whether express or implied, shall be subject to all applicable laws, rules, regulations and orders of any governmental authority having jurisdiction, including restrictions on the drilling and production of wells, and regulation of the price or transportation of oil, gas and other substances covered hereby. When drilling, reworking, production or other operations are prevented or delayed by such laws, rules, regulations or orders, or by inability to obtain necessary permits, equipment, services, material, water, electricity, fuel, access or easements, or by fire, flood, adverse weather conditions, war, sabotage, rebellion, insurrection, riot, strike or labor disputes, or by inability to obtain a satisfactory market for production or failure of purchasers or carriers to take or transport such production, or by any other cause not reasonably within Lessee's control, this lease shall not terminate because of such prevention or delay, and, at Lessee's option, the period of such prevention or delay shall be added to the term hereof. Lessee shall not be liable for breach of any provisions or implied covenants of this lease when drilling, production or other operations are so prevented or delayed.

12. **Breach or Default.** No litigation shall be initiated by Lessor for damages, forfeiture or cancellation with respect to any breach or default by Lessee hereunder, for a period of at least 90 days after Lessor has given Lessee written notice fully describing the breach or default, and then only if Lessee fails to remedy the breach or default within such period. In the event the matter is litigated and there is a final judicial determination that a breach or default has occurred, this lease shall not be forfeited or cancelled in whole or in part unless Lessee is given a reasonable time after said judicial determination to remedy the breach or default and Lessee fails to do so.

13. **Special Warranty of Title.** Notwithstanding any wording in the Lease to the contrary, Lessor does not warrant that any prior Lease from Lessor or Lessor's predecessors in interest has 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 any and all prior Leases have terminated. Further, Lessor warrants title only by, through or under Lessor, but not otherwise. This Lease is subject to any valid and existing Lease and shall not constitute a cloud upon the title thereof.

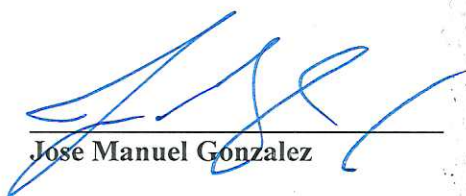
14. **Unitization.** Lessee shall have the right but not the obligation to commit all or any part of the leased premises or interest therein to one or more unit plans or agreements for the cooperative development or operation of one or more oil and/or gas reservoirs or portions thereof, if in lessee's judgment such plan or agreement will prevent waste and protect correlative rights, and if such plan or agreement is approved by the federal, state or local governmental authority having jurisdiction. When such a commitment is made, this lease shall be subject to the terms and conditions of the unit plan or agreement, including any formula prescribed therein for the allocation of production.

15. **Indemnity.** Lessee indemnifies Lessor and agrees to hold Lessor harmless from liability, loss, damage, and costs arising out of claims by persons or entities other than Lessor and its invitees for injury to persons or property directly caused by Lessee's operations hereunder.

16. **Limited Deductions.** Notwithstanding any wording in the Lease to the contrary, all oil, gas or other proceeds accruing to the Lessor under this lease or by state law shall be without deduction, for the costs of producing, gathering, storing, separating, blending, treating, dehydrating, compressing, manufacturing, processing, transporting, and marketing the oil, gas and/or other products produced under or otherwise covered by this lease to transform such oil, gas or other product into marketable form or to make such oil, gas or other product ready for other use.

IN WITNESS WHEREOF, this lease is executed to be effective as of the date first written above, but upon execution shall be binding on the signatory and the signatory's heirs, devisees, executors, administrators, successors and assigns, whether or not this lease has been executed by all parties hereinabove named as Lessor.

LESSOR:

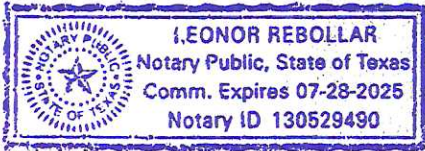

Jose Manuel Gonzalez

ACKNOWLEDGMENT

STATE OF TEXAS §
 §
COUNTY OF NACOGDOCHES §

This instrument was acknowledged before me on this 26 day of February, 2025, by Jose Manuel Gonzalez.

SEAL:



Leonor Rebollar

Notary Public – State of Texas

ADDENDUM

ATTACHED HERETO AND MADE A PART HEREOF OF THAT CERTAIN OIL, GAS AND MINERAL LEASE DATED FEBRUARY 21, 2025, BY AND BETWEEN JOSE MANUEL GONZALEZ, AS LESSOR AND NETX ACQUISITIONS LLC, AS LESSEE.

THE FOLLOWING AGREEMENTS AND PROVISIONS SHALL SUPERSEDE AND GOVERN THE PROVISIONS IN THE PRINTED FORM LEASE TO THE CONTRARY, AND SHALL INURE TO THE BENEFIT OF AND BE BINDING UPON THE PARTIES HERETO AND THEIR RESPECTIVE HEIRS, REPRESENTATIVES, SUCCESSORS AND ASSIGNS. THE FOLLOWING PROVISIONS ARE IN ADDITION TO AND NOT IN LIEU OF ANY OBLIGATIONS, DUTY, CONVENANT, OR CONDITION, EXPRESS OR IMPLIED, CONTAINED IN THE PRINTED PORTION OF THIS LEASE

17. FREE ROYALTY: Lessor's royalty interest on oil, gas, sulphur, or other covered minerals under this lease shall not be charged any of the costs incurred by Lessee or its assigns in gathering, treating, dehydrating, compressing, processing, transporting, or delivering such production or any costs of marketing or rendering marketable or more valuable the covered minerals under this lease. Lessor shall receive all royalties provided for in this lease free and clear of all charges and production costs on such oil, gas sulphur or other related minerals covered under this lease, whether on the leased premises or off the leased premises. Lessor's royalty interest in oil will not be charged for any expense for transporting or treating oil to make it marketable. Lessor's royalty interest on gas or related gas products of any kind or character, shall be paid to Lessor free and clear of any costs of producing such gas or making same marketable and Lessor's royalty interest shall bear no part of the costs of construction, operation or depreciation of any plant, gathering facility or blending facility. Lessor's royalty shall bear its proportionate share of ad valorem taxes and production, severance, or other excise taxes.

18. OIL AND GAS ONLY: This Lease covers only oil and gas, including all other gaseous and liquid hydrocarbons, as well as such other minerals or substances as may be produced incidental to and as a part of or mixed with oil, gas and other liquid or gaseous hydrocarbons, but this Lease does not cover gravel, uranium, fissionable material, coal, lignite or any hard minerals or any minerals or substances of any type which shall be produced from said land separate or apart from, or independent of, oil, gas or other liquid or gaseous hydrocarbons.

19. SHUT-IN LIMITS: If, at the end of the primary term or any time thereafter, one or more wells on said land or lands pooled therewith are capable of either producing oil or gas or other substances covered hereby in paying quantities or such wells are waiting on hydraulic fracture stimulation, but such well or wells are either shut-in or production therefrom is not being sold by Lessee, such well or wells shall nevertheless be deemed to be producing in paying quantities for the purpose of maintaining this Lease. If, for a period of 90 consecutive days, such well or wells are shut-in or production therefrom is not being sold by Lessee, then Lessee shall pay shut-in royalty of twenty-five dollars (\$25.00) per net mineral acre then covered by this Lease, such payment to be made to Lessor or to Lessor's credit in the depository designated herein, if any, on or before, the end of said 90-day period and thereafter a like amount to be

paid on or before the end of each subsequent 90-day period, while the well or wells are shut-in or production therefrom is not being sold by Lessee; provided that if this Lease is otherwise being maintained by operations, or if production is being sold by Lessee from another well or wells on said land or lands pooled therewith, no shut-in royalty shall be due until the end of the 90-day period next following cessation of such operations or production. Notwithstanding the foregoing, after the expiration of the primary term, Lessee shall not have the right to continue this Lease in force by payment of shut-in royalty for more than a single period of up to two (2) consecutive years. 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.

20. OVERAGE LIMIT TO DESCRIPTION: Notwithstanding anything to the contrary, the provision in paragraph 1 of the attached Oil, Gas, and Other Mineral Lease beginning "This lease also covers", and ends with the "land so covered", intends solely to cover fencing and other boundary discrepancies, and is by this paragraph limited to the amount of acres described above, and this lease covers only the land specifically described herein.

21. PUGH CLAUSE: Notwithstanding anything to the contrary herein contained, it is specifically understood and agreed that production of oil, gas and other minerals in paying quantities (or the payment of shut-in gas royalty, if applicable) under the terms of this lease will perpetuate the same during and beyond its primary term only to the extent of the acreage hereinabove described which is actually included in one of the following described units, to-wit: (1) a production unit designated in writing in accordance with the pooling provisions of this lease; or (2) if no such production unit is designated, then the acreage included within a proration unit filed with the Railroad Commission of Texas for allowable purposes; or (3) an oil or gas well unit which Lessee must designate in writing that will conform to the field rules fixed by the Railroad Commission of Texas for the area in which this land is located (if such rules have been promulgated); or (4) a well unit which conforms to the pooling provisions of this lease and specifically defines the portion of the land herein above described that is included therein. Any such unit must be designated by Lessee in writing and filed for record in the County in which this land is located, within sixty (60) days after the date on which the unit well is completed as a commercial producer of oil, gas, or other minerals, or shut-in as a commercially productive gas well, as the case may be. As to any of the herein described acreage which is not included in one of the units provided for in this paragraph, this lease may be perpetuated beyond its primary term only by conducting the drilling or reworking operations or any other applicable provision of this lease; otherwise, this lease shall automatically terminate and be of no further force nor effect as to any such excluded or unallocated acreage and Lessee will, at Lessor's request, furnish Lessor a properly executed release of this lease insofar as the same covers such unallocated acreage or excluded acreage. Operations, as referenced herein shall mean that a drilling rig capable of drilling to total depth be on location and drilling on or before expiration of the primary term, and that the drilling of said well be continued with due diligence until completion. Construction of a well location without actual drilling as set out here shall not constitute commencement of a well.

22. NO WARRANTY: This Lease is executed without warranty of title, express or implied, and without recourse of any kind against Lessor, and Lessor's successors and assigns; provided however, if Lessor receives any overpayment of royalty as a result of failure, in whole or in part, of Lessor's title and right to receive such royalty, Lessor shall be obligated to reimburse Lessee for any such overpaid royalty upon request.

23. NO WAIVER OF IMPLIED COVENANTS: In the event of a conflict between an express covenant set out herein and a covenant implied at law or in equity, the express covenant set out herein shall govern the rights of the parties to the extent of the express covenant, insofar as there is a conflict between it and the implied covenant, but without such a conflict, both express covenants and implied covenants shall govern the rights and relationships of the parties.

24. RECORDING THE LEASE: In lieu of filing this lease for record in Cass County, Texas, Lessor and Lessee agree that a memorandum of lease making appropriate reference hereto may be filed for record in said County and that the filing of said memorandum shall fully bind Lessor and Lessee under the terms of this lease the same as if the lease was recorded in full. Lessee shall have the right, at its option, to file this lease of record at any time.

25. NO SURFACE USE: Notwithstanding any provisions to the contrary contained in this lease, this Section shall apply only in the event Lessor, its successor, or assigns owns all or any part of the surface estate in and to the Leased Premises, no operations on the surface of the Leased Premises will be permitted by the Surface Owner unless Lessee must mutually agree and enter into a separate agreement setting forth procedures and conditions for such operations by executing an instrument styled "Surface

Use Agreement”.

26. INDEMNITY: Lessee agrees to protect, defend, indemnify, and hold harmless Lessor, the owners of the surface of the Leased Premises, and their respective heirs, assigns, agents, employees, and tenants (collectively, the “Lessor Group”), from and against all liabilities, losses, expenses, claims, demands, and causes of action of every kind and character, whether for death or personal injury to persons (including agents and employees of Lessee and Lessee’s subcontractors) and for loss of or damage to property, in any way and at any time arising out of, incident to, or in connection with this Lease, operations conducted on the Leased Premises, or breach of the terms hereof, regardless of whether any such liability, loss, expenses, claim, demand, or cause of action is based on the sole or concurrent negligence of any party indemnified hereunder. Lessee shall comply with all Federal and State statutes and regulations, and the indemnity under this paragraph shall also extend to any claims for environmental pollution made against the Lessor Group.

27. DAMAGE/CLEANUP: Lessee agrees to use responsible care in its operations on the said leased premises, and within a reasonable period of time after completion of any drilling operations on the leased premises, Lessee shall proceed with reasonable diligence to restore the surface of the leased premises to as near its original condition as reasonably practicable, and shall pay Lessor in full for actual damages to crops, livestock, land or improvements situated on the leased premises caused by Lessee’s operations which are not replaced or repaired by Lessee. Upon written request by Lessor, Lessee shall bury pipelines and flowlines below ordinary plow depths.

28. CONSERVATION: Lessee shall use all reasonable means to prevent underground or above ground waste of oil or gas and to avoid physical waste, flaring or venting of gas produced from the leased premises.

29. AUTHORIZED DAMAGES: Lessee shall pay the owner of the soil for damages caused by its operations to all personal property, improvements, livestock and crops on the leased premises.

30. POLLUTION: In developing the leased premises, Lessee shall use the highest degree of care and all proper safeguards to prevent pollution. Lessee shall be liable for damages caused by such failure and any costs and expenses incurred in the cleaning areas affected by the discharge waste.

31. WATER USE: Lessee shall not have the right to use existing water wells or any water source on the surface of the leased premises without the Lessors written consent.

32. EXTENSION BONUS: As an additional lease bonus for exercising the Two (2) year option to extend, Lessee shall pay Lessor a bonus amount equal to the bonus amount paid for the Three (3) year primary term, being \$350.00 per net mineral acre.

33. PARTIES BOUND: This Lease and all of the rights, obligations and conditions hereof shall be binding upon each party executing this instrument and his heirs, devisees, successors and assigns.

34. HEADINGS FOR CONVENIENCE: The paragraph headings herein are for convenience only and shall not be considered or construed to limit the subject matter of any paragraph.

LESSOR:

By: 
Jose Manuel Gonzalez

LESSEE:

By: _____
Martin Bennett, Manager for NETX Acquisitions, LLC