

SALT WATER (BRINE) LEASE

THIS AGREEMENT entered on this the _____ day of _____, 2023 by and between

whose address is

hereinafter called "Lessor", whether one or more, and,
hereinafter called "Lessee", WITNESSETH:

1. Lessor, for and in consideration of the sum of Ten & More Dollars (\$10.00 & More) cash in hand paid, and other valuable consideration, the receipt and adequacy of which is hereby acknowledged, and of the covenants and agreements of Lessee hereinafter contained, has granted demised, leased and let, and by these presents does grant, demise, lease and let unto Lessee together with the right of ingress and egress across the land hereinafter described for the purpose of drilling, mining and operating for the production of salt water and its component parts including, but not limited to, the right to or remove salt production water and all of its component parts by drilling, pumping, drainage, injection, forced subterranean by any other movement means the following described land, sometimes hereinafter referred to as "leased premises," in Cass county, Texas.

together with any land contiguous thereto title to which Lessor, or any one of those called Lessor, has, or hereinafter . acquires by conveyance, inheritance, adverse possession or any other means, all of which lands, for all purposes of this agreement, shall be deemed to contain _____ acres of land whether the land hereinbefore mentioned contains more or less than that number of acres.

2. This lease shall remain in full force and effect from the date hereinabove first written and as long thereafter as the "in lieu of royalty" is being paid hereunder or as long as salt water and/or its component parts is being produced by the Lessee, its successors or assigns, from any part of the leased premises or land or lands with which the same is pooled or unitized.

3. As additional consideration for this lease, Lessee shall pay to Lessor an annual sum to be ascertained multiplying the number of acres agreed to be contained in the leased premises by \$ 75.00 which said sum shall by the in complete. compensation for any drainage or removal of salt water and/or its component parts from the leased premises. Such "in lieu of royalty" shall be paid by Lessee to Lessor on or before the anniversary date hereof and each succeeding year thereafter whereupon this lease and all rights granted Lessee hereunder shall remain in force and effect. Notwithstanding the foregoing, if Lessee is producing or disposing of brine within one mile from the leased premises, or any part thereof, or if the leased premises or any part thereof, is included within a Brine Production Unit formed by order of the Texas Railroad Commission as of the date hereof, such "in lieu of royalty" shall be paid, in advance upon the execution hereof, and annually there after.

such production or disposal begin within the first year of this lease, or should the leased premises, or any part thereof, be included within such Brine Production Unit within the first year of this lease, such first year's advance "in Lieu of royalty" shall be prorated from the date of first production, first disposal, or the effective date of the order forming such Brine Production Unit. In the event that this lease covers two or more tracts, only that tract or tracts located within one mile from such production or disposal or included within a Brine Production Unit will be considered in determining the amount of advance "in lieu of royalty" payable hereunder. If Lessor owns a less interest in the salt water underlying the leased premises than the entire and undivided fee simple mineral estate therein, then each payment to be made under the foregoing provisions of this paragraph shall be paid to Lessor only in the proportion which the fee simple interest in the salt water (brine) under the leased premises, owned by Lessor, bears to the whole and undivided fee simple mineral estate therein. If Lessor owns a different interest in the fee simple estate in the salt water under any part of the leased premises than is owned by Lessor in any of the remainder of the leased premises, for the purpose of reducing the payments to be made under this paragraph, and for that purpose only, that particular part shall be considered separately from the remainder of the leased premises. There shall be no express or implied obligation on the part of the Lessee and Lessee shall never be required to conduct any operations for the production of salt water and its component parts from any part of the leased premises, but it may, if it elects to do so, at any time and from time to time, conduct such operations as it may desire.

4. If the mineral interest of any person named as Lessor in the salt water under the leased premises has heretofore been reduced by the conveyance of a non-participating mineral interest, or non-participating royalty interest by them, or by predecessor in title, each payment to be made under the provisions of paragraph 3 to that particular person shall be reduced proportionately. Any such sum so deducted from the payment to be made to the particular person involved shall be paid to the owner or owners of the nonparticipating mineral interest or nonparticipating royalty interest in the salt water which has caused such reduction. Each owner of such nonparticipating mineral interest or nonparticipating royalty interest executing this agreement, or a counterpart or ratification thereof, agrees to accept such payment in lieu of royalty on salt water and its component parts produced or removed from the leased premises and in satisfaction of damages, if any, which he may sustain by drainage or removal of salt water and its component parts from the leased premises.

5. Should the bank named in paragraph 3 or any depository subsequently named by Lessor, fail or is idle, or if it should for any reason fail or refuse to accept the check or draft of Lessee tendered in payment of any sum payable under the provisions hereof, the attempted payment in the manner hereinbefore provided shall not thereby be rendered ineffective, nor shall Lessee be in default for failure to pay the sum involved until thirty (30) days after Lessor shall have furnished to Lessee a recordable instrument naming a new depository. The failure to pay any such sum so due shall not give Lessor the right to cancel this lease as to the leased premises, but shall only entitle the Lessor to recover from Lessee the sum so due.

6. Lessee shall have the right to use, free of cost, fresh water produced from the leased premises, excepting water produced from a well or pond of Lessor, for any of the operations of Lessee on the leased premises.

7. Lessee is granted the right, from time to time while this lease is in force, to pool into a unit or unitize all or any part of the leased premises with other land, lease or leases, or interests therein (whether such other interests are pooled by a voluntary agreement on the part of the owners thereof, or by the exercise of a statutory or regulatory right to pool by the Lessees thereof), when in Lessee's judgment it is necessary or advisable to properly develop or operate the land and interest to be pooled or unitized, or to obtain a multiple production allowable from any governmental or regulatory agency having control over such matters. Any pooling or unitization hereunder may cover all salt water and its component parts, and may cover one or more or all zones or formations underlying all or any portion or portions of the leased premises. Any unit formed by such pooling or

unitization for the purpose of producing salt water or any of its component parts, shall consist of the land included in the unit subject to Lessee's right to enlarge said area. Any unit formed for the purpose of producing and/or the inject of salt water shall comprise an area of not less than two governmental sections of the equivalency thereof; provided that if any governmental regulation or order shall prescribe a spacing pattern for the development of a unit wherein the leased premises, or a portion thereof, is located, or allocate a producing allowable based on acreage per well, then any such unit may embrace such acreage as may be so prescribed or as may be permitted in such allocation of allowable. Unless such pooling is embodied within an order promulgated by the Texas Railroad Commission, or other appropriate regulatory agency, the area pooled under the **zones** or formations and substances pooled shall be set forth by Lessee in a "declaration of pooling" filed for record in the county or counties in which the pooled area is located. Such pooling shall be effective on the date such declaration is filed unless a later effective date is specified in such declaration. If this lease provides for payment of royalties upon production, there in lieu of such royalties, except "in lieu of royalty", Lessor shall receive on production from an area so pooled or unitized only such portion of the royalties which in the absence of such pooling, or unitizations, would be payable hereunder to Lessor on production from the portion of the leased premises which is placed in the pooled or unitized area as the amount of the surface area in the leased premises which is placed in the pooled or unitized area bears to the amount of the surface acreage of the entire pooled area or unit. Nothing herein contained shall authorize or affect any transfer of any title to any leasehold, royalty or other interest pooled or unitized pursuant hereto. The commencement of a well, the conduct of other drilling operations, the completion of a well as a producing well, as an injection well or of a dry hole, or the operations of a producing well and/or an injection well on the pooled or unitized area shall be considered for all purposes (except for royalty purposes) the same as if said well were located on, or such drilling operations were conducted upon, the leased premises. Lessee may terminate any pooling effected fraudulent hereto at any time there is no production from or injection into the pooled unit and no drilling operations are being conducted thereon by executing and filing of record in the county or counties in which the pooled area is located and write a declaration of the termination of such pooling or unitization, provided that the pooling or unitization of all interest not covered by this lease which comprise a part of such pool or unit be also terminated in some effective manner.

8. Excepting only as hereinafter provided, no royalty or payment, other than the payment provided in paragraph 3, shall be payable by Lessee to Lessor with respect to salt water and its component parts produced or removed in the leased premises, or with respect to salt water and its component parts produced from the leased premises and sold by Lessee, nor shall Lessee in any event be liable to Lessor for failure to protect the leased premises from drainage or removal of salt water and its component parts. The sums payable to Lessor under the provisions hereof are to be made by Lessee in lieu of royalty with respect to salt water and its component parts produced or removed from the leased premises.

9. Lessee shall have the right to drill, complete, recompleat, deepen, and operate any well or wells for the production of salt water and its component parts from any horizon under the leased premises, or for the injection of salt water and its component parts.

10. Lessee shall have the right to construct, erect, maintain, replace and use on the leased premises all storage tanks, separators, pipe lines, buildings, pumps, shafts, hoists, machinery, boilers, engines, electric lines, roads, bridges, and other equipment reasonably necessary for conducting operations hereunder of any nature whatsoever. Lessee shall have the right to remove all equipment, materials and supplies placed upon the leased premises at any time while this lease is in effect as to the land on which such material, equipment and supplies are located, or within a period of six months after this lease has terminated for any reason with respect to the land on which such material, equipment and supplies is or are located, Lessor grants to Lessee the right to lay, maintain, repair and replace from time to time, upon the leased premises a pipe line or pipe lines for the purpose of transporting salt water and its component parts onto and across the leased premises.

When requested by Lessor in writing, Lessee shall bury any pipeline below plow depth. Lessee shall pay Lessor for damages to timber and growing crops on the leased premises caused by the operations of Lessee.

Notwithstanding any other provision contained herein Lessee shall not drill any well or construct any structure other than a pipeline within 400 feet of any dwelling house now upon the leased premises.

11. If the estate of either party hereto is assigned or sublet, and the privilege of assigning or subletting in whole or in part is expressly allowed, the covenants hereof shall extend to the sublessees, successors and assigns of the party; and in the event of an assignment or subletting by Lessee. Lessee shall be relieved and discharged as to the leasehold rights as assigned or sublet from any liability to Lessor thereafter accruing under any of the covenants or conditions of this lease. No acreage in the ownership of the leased premises or mineral interests covered by this lease or in the ownership of any royalty, however accomplished, shall operate to enlarge the obligation or diminish the rights of Lessee or require separate measures by Lessee. Notwithstanding any actual or constructive knowledge of or notice to Lessor, no change in the ownership of the leased premises, or of any mineral interest covered by this lease, or of the right to receive any payment to be made under the provisions hereof, or of any interest therein, by reason of death, or conveyance, or in any other manner, shall be binding on Lessee until ninety days after Lessee has been furnished written notice thereof, together with the original or certified copies of all requirements and

affidavits necessary to establish the change in ownership involved.

12. Lessor hereby warrants and agrees to defend the title to the leased premises, less and except any minerals or royalties heretofore constructively severed. Lessee may purchase or lease the rights of any person claiming any interest in the leased premises and exercise such rights as may be obtained thereby and Lessee shall not suffer any forfeiture nor incur any liability to Lessor by reason thereof. Lessee shall have the right at any time to pay for Lessor, taxes or any indebtedness secured by a mortgage or other lien on the leased premises, in the event of default of payment by Lessor, and be subrogated to the rights of the holder thereof. Any such payments made by Lessee for Lessor may be deducted from any amounts of money which may become due Lessor, under this lease.

13. So long as the "in lieu of royalty", provided for herein, is seasonably paid by Lessee or a successor, assignee or sub-lessee of Lessee, neither Lessee nor the successor, assignee or sub-lessee of Lessee shall be obligated, either expressly or impliedly, to drill or operate on the leased premises any well for the production of salt water and its component parts or for the injection of salt water into the leased premises.

14. Lessee may at any time and from time to time execute and deliver to Lessor or to the depository herein named, or place of record in the county where the land is located a release or releases covering all or any portion or portions of the leased premises, and thereby surrender this lease and be relieved of all obligations as to the acreage released, except as hereinafter provided. In the event of a release of less than the entirety of the leased premises, the payment herein provided for shall be reduced proportionately. Provided, however, as to salt water and its component parts, Lessee shall not be permitted to release any of the leased premises so long as there is an injection well or a well producing salt water and its component parts located on the leased premises or on lands with which the same are pooled or unitized.

15. Should Lessee be prevented from complying with any express or implied covenants of this lease, from conducting drilling or re-working operations thereon or on land with which the leased premises or any part thereof may be pooled or unitized, or from producing or removing salt water and its component parts therefrom by reason of acts of God (Force Majeure), i.e., riots, wars, strikes, lack of market, inability to obtain equipment due to governmental order or action or by failure of carriers to transport equipment salt water and its component parts or by regulation by State or Federal agencies having jurisdiction in the premises or by other superior or irresistible force of whatsoever nature and not due to the negligence of Lessee, when while so prevented and for sixty (60) days thereafter, Lessee's obligations to comply with any such covenants shall be suspended, and Lessee shall not be liable in damages for failure to comply therewith; and this lease shall be extended and continue in full force and effect while and so long as Lessee is prevented by any such cause from conducting drilling or re-working operations on, or from producing salt water and its component parts from the leased premises or land with which it or any part thereof may be pooled or unitized or from using the leased premises or any part thereof or of lands pooled or unitized therewith for the injection and for disposal of salt water, and for sixty (60) days thereafter, and for so long thereafter as salt water and its component parts is being produced from the leased premises or land with which it or any part thereof may be pooled or unitized or the "in lieu of royalty" which Lessor is entitled to receive in lieu thereof as herein provided, is being paid, and the time while Lessee is so prevented shall not be counted against Lessee, anything in this lease to the contrary notwithstanding.

16. It is expressly understood and agreed that this lease covers salt water (brine) and its component part only and that Lessor expressly excepts and reserves oil, gas and other minerals (except such oil, gas and other minerals as necessarily produced in conjunction brine production) together with the right to lease the leased premises therefor together with such salt water (brine) as may be necessary for the efficient production of oil, gas and other minerals not leased to Lessee hereunder, and also the rights of ingress and egress to explore, develop, mine and operate for the discovery, production, treating, storing, transporting and marketing of said oil, gas and other minerals from said lands. It is expressly agreed, however, that if noncommercial quantities of oil, gas and other minerals are produced with the salt water (brine) leased to Lessee hereunder, then Lessee may flare, market or use the same in its operations, provided such flaring or use is not contrary to any laws, rules or regulations of any governmental authority having jurisdiction in the premises.

17. This lease and all provisions thereof shall be applicable to and binding upon the parties and their respective heirs, successors and assigns. If any one or more of the persons named as Lessor does or do not execute this lease, it shall nevertheless be binding upon each of the person executing it.

18. It is specifically understood that each wife and husband named herein and executing this lease, for the consideration above set out, and the covenants and agreements contained in this lease to be performed by the Lessee does hereby release and relinquish unto said Lessee, all right of dower, curtesy, and homestead in and to the lands covered hereby for purposes hereof.

IN WITNESS WHEREOF, This instrument is executed as of the date hereinbefore first mentioned.

Weston Resources

By: _____

STATE OF _____

CORPORATION ACKNOWLEDGMENT

COUNTY OF _____

On this _____ day before me, a Notary Public, duly commissioned, qualified and acting,
within and for said county and state, appeared in person the within named _____ personally to me
well known, who stated that he was the W e s t o n R e s o u r c e s, Inc a
corporation, and was duly authorized in his respective capacity to execute the foregoing instrument for and in the name and
behalf of said corporation, and further stated and acknowledged that he had so signed, executed and delivered said foregoing
instrument for the consideration, uses and purposes therein mentioned and set forth.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal this _____ day of
July, 2023 _____

My commission expires:

My Commission Expires
August 10, 2025

Notary Public in and for _____

Texas

County, HARRIS

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