

TMH Land Services, Inc.
ORDER OF PAYMENT
New Paid Up

Date: July 14, 2025

Upon receipt of the properly executed Oil, Gas and Mineral Lease and W-9 Forms, TMH Land Services, Inc., (sometimes referred to herein as "Lessee"), or its agent on behalf thereof, will make payment as indicated herein by legal tender to the Lessor as indicated below.

IT IS AGREED THAT, SUBJECT TO SATISFACTORY COMPLETION AND REVIEW OF MINERAL TITLE, LESSEE WILL MAKE PAYMENT TO LESSOR FOR ANY BONUS CONSIDERATION DUE WITHIN 60 BUSINESS DAYS OF RECEIPT OF THIS ORDER OF PAYMENT BY LESSEE. HOWEVER, NO DEFAULT SHALL BE DECLARED FOR FAILURE TO TIMELY OR COMPLETELY MAKE PAYMENT UNTIL 15 DAYS AFTER PAYEE PROVIDES LESSEE A WRITTEN NOTICE FROM PAYEE OF INTENTION TO DECLARE SUCH DEFAULT AND SUCH DEFAULT IS NOT CURED ON OR BEFORE THE 15TH DAY AFTER RECEIPT OF SUCH NOTICE TO LESSEE.

PAY TO: **Westwood Independent School District**
4524 West Oak Street
Palestine, Texas 75801

TAX ID OR SS#: _____

TELEPHONE #: 903-729-1776

EMAIL: cealford@westwoodisd.net

THE AMOUNT OF: **Two Hundred Fifty and 00/100 Dollars PER NET MINERAL ACRE**
(Estimated) 40.16400000 X \$500 = \$20,082.00 **

**subject to title approval which may be proportionately reduced or increased, as further defined below.

Gross Ac More or Less	Brief Legal Description of Tracts	Estimated Interest	Net Mineral Acres
205.04	205.04 acres, m/l, in the Daniel Parker, Jr. Survey, A-52 and the James Madden Survey, A-39 Anderson County, TX, being described in as TRACT ONE (14999, 852797, 65525, 826710 etc)	0.15000000	30.75600000
62.72	62.72 acres, m/l, in the James Madden Survey, A-39 Anderson County, TX, being described in as TRACT TWO (15004, 15005, 15006, 838060)	0.15000000	9.40800000

Project Name: Tucker

Total Gross Acres: 267.76
Total Net Acres: 40.16400000

(Lease Status) New: X Renewal: _____

Primary Term: 3 Years

Rental Period: July 14, 2025 to July 14, 2028

This is a proposed payment in full for the Primary Term and Rental Period stated above for a Paid-Up Oil, Gas and Mineral Lease, subject to any development provisions provided for in Lessor's properly executed Oil, Gas and Mineral Lease in favor of Lessee.

If Lessee receives evidence that Lessor does not have title to all or any part of the rights to the parcels above identified, Lessee may immediately withhold payments, or any portion thereof, that would otherwise be due and payable hereunder to Lessor until the adverse claim is fully resolved to the satisfaction of Lessee and this Lease shall remain valid and in full force and effect during any such period that payments are withheld, notwithstanding anything to the contrary contained herein. If Lessor owns more or less than the interest defined herein, Lessee may, without immediate notice to Lessor, increase or reduce the consideration payable hereunder proportionate to actual interest owned by Lessor; or in the case of a lesser interest, may surrender the lease without payment of any consideration whatsoever to Lessor. **The undersigned agrees the Oil, Gas and Mineral Lease executed in favor of Lessee is valid and in effect during the term of this Order of Payment, and shall not execute an agreement in direct conflict with the same.**

Lessor Signature _____

Date: _____

Completed by:
John Henkhaus, Agent for TMH Land Services, Inc.

Note: If more than one person is listed on the same check, the first person named on the check will be forwarded a Form 1099, if required, for tax purposes.
If you have questions regarding this, please contact Lessee

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: SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.

OIL, GAS AND MINERAL LEASE

THIS AGREEMENT made this 14th day of July 2025 between, **Westwood Independent School District**, Lessor (whether one or more), whose address is 4524 West Oak Street, Palestine, Texas 75801, and **TMH Land Services, Inc.**, Lessee, whose address is 1806 Avenue D, Suite 107, Katy, TX 77493.

WITNESSETH:

1. Lessor, in consideration of ten and more Dollars (+\$10.00), receipt of which is hereby acknowledged, and of the covenants and agreements of lessee hereinafter contained, does hereby grant, lease and let unto lessee the land covered hereby for the purposes and with the exclusive right of exploring, drilling, mining and operating for, producing and owning oil, gas, sulphur and all other minerals (whether or not similar to those mentioned), together with the right to make surveys on said land, lay pipe lines, establish and utilize facilities for surface or subsurface disposal of salt water, construct roads and bridges, dig canals, build tanks, power stations, telephone lines, employee houses and other structures on said land, necessary or useful in lessee's operations in exploring, drilling for, producing, treating, storing and transporting minerals produced from the land covered hereby or any other land adjacent thereto. The land covered hereby, herein called "said land", is located in the County of **ANDERSON**, State of **TEXAS**, and is described as follows:

SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF FOR A DESCRIPTION OF LANDS COVERED HEREBY.

This lease also covers and includes, in addition to that above described, all land, if any, contiguous or adjacent to or adjoining the land above described and (a) owned or claimed by Lessor by limitation, prescription, possession, reversion or unrecorded instrument or (b) as to which Lessor has a preference right of acquisition. Lessor agrees to execute any supplemental instrument requested by lessee for a more complete or accurate description of said land. For the purpose of determining the amount of any bonus or other payment hereunder, said land shall be deemed to contain **267.76** acres, whether actually containing more or less, and the above recital of acreage in any tract shall be deemed to be the true acreage thereof. Lessor accepts the bonus, as lump sum consideration, for this lease and all rights and options hereunder.

2. Unless sooner terminated or longer kept in force under other provisions hereof, this lease shall remain in force for a term of **THREE (3) YEARS** from the date hereof, hereinafter called "primary term", and as long thereafter as operations, as hereinafter defined, are conducted upon said land with no cessation for more than one hundred and eighty (180) consecutive days.

3. As royalty, lessee covenants and agrees: (a) To deliver to the credit of Lessor, in the pipe line to which lessee may connect its wells, the equal **one-fifth (1/5)** part of all oil produced and saved by lessee from said land, or from time to time, at the option of lessee, to pay Lessor the average posted market price of such **one-fifth (1/5)** part of such oil at the wells as of the day it is run to the pipe line or storage tanks, Lessor's interest, in either case, to bear **one-fifth (1/5)** of the cost of treating oil to render it marketable pipe line oil; (b) To pay Lessor on gas and casinghead gas produced from said land (1) when sold by lessee, **one-fifth (1/5)** of the amount realized by lessee, computed at the mouth of the well, or (2) when used by lessee off said land or in the manufacture of gasoline or other products, the market value, at the mouth of the well, of **one-fifth (1/5)** of such gas and casinghead gas; (c) To pay Lessor on all other minerals mined and marketed or utilized by lessee from said land, one-tenth either in kind or value at the well or mine at lessee's election, except that on sulphur mined and marketed the royalty shall be one dollar (\$1.00) per long ton. If, at the expiration of the primary term or at any time or times thereafter, there is any well on said land or on lands with which said land or any portion thereof has been pooled, capable of producing oil or gas, and all such wells are shut-in, this lease shall, nevertheless, continue in force as though operations were being conducted on said land for so long as said wells are shut-ins, and thereafter this lease may be continued in force as if no shut-in had occurred. Lessee covenants and agrees to use reasonable diligence to produce, utilize, or market the minerals capable of being produced from said wells, but in the exercise of such diligence, lessee shall not be obligated to install or furnish facilities other than well facilities and ordinary lease facilities of flow lines, separator, and lease tank, and shall not be required to settle labor trouble or to market gas upon terms unacceptable to lessee. If, at any time or times after the expiration of the primary term, all such wells are shut-in for a period of ninety consecutive days, and during such time there are no operations on said land, then at or before the expiration of said ninety day period, lessee shall pay or tender, by check or draft of lessee, as royalty, a sum equal to one dollar (\$1.00) for each acre of land then covered hereby. Lessee shall make like payments or tenders at or before the end of each anniversary of the expiration of said ninety-day period if upon such anniversary this lease is being continued in force solely by reason of the provisions of this paragraph. Each such payment or tender shall be made to the parties who at the time of payment would be entitled to receive the royalties which would be paid under this lease if the wells were producing, and may be deposited in the **PAY DIRECTLY TO LESSOR** Bank at _____ or its successors, which shall continue as the depositories, regardless of changes in the ownership of shut-in royalty. If at any time that lessee pays or tenders shut-in royalty, two or more parties are, or claim to be, entitled to receive same, lessee may, in lieu of any other method of payment herein provided, pay or tender such shut-in royalty, in the manner above specified, either jointly to such parties or separately to each in accordance with their respective ownership's thereof, as lessee may elect. Any payment hereunder may be made by check or draft of lessee deposited in the mail or delivered to the party entitled to receive payment or to a depository bank provided for above on or before the last date for payment. Nothing herein shall impair lessee's right to release as provided in paragraph 5 hereof. In the event of assignment of this lease in whole or in part, liability for payment hereunder shall rest exclusively on the then owner or owners of this lease, severally as to acreage owned by each.

4. Lessee is hereby granted the right, at its option, to pool or unitize any land covered by this lease with any other land covered by this lease, and/or with any other land, lease, or leases, as to any or all minerals or horizons, so as to establish units containing not more than 80 surface acres, plus 10% acreage tolerance; provided, however, units may be established as to any one or more horizons, or existing units may be enlarged as to any one or more horizons, so as to contain not more than 640 surface acres plus 10 % acreage tolerance, if limited to one or more of the following: (1) gas, other than casinghead gas, (2) liquid hydrocarbons (condensate) which are not liquids in the subsurface reservoir, (3) minerals produced from wells classified as gas wells by the conservation agency having jurisdiction. If larger units than any of those herein permitted, either at the time established, or after enlargement, are required under any governmental rule or order, for the drilling or operation of a well at a regular location, or for obtaining maximum allowable from any well to be drilled, drilling, or already drilled, any such unit may be established or enlarged to conform to the size required by such governmental order or rule. Lessee shall exercise said option as to each desired unit by executing an instrument identifying such unit and filing it for record in the public office in which this lease is recorded. Each of said options may be exercised by lessee at any time and from time to time while this lease is in force, and whether before or after production has been established either on said land, or on the portion of said land included in the unit, or on other land unitized therewith. A unit established hereunder shall be valid and effective for all purposes of this lease even though there may be mineral, royalty, or leasehold interests in lands within the unit which are not effectively pooled or unitized. Any operations conducted on any part of such unitized land shall be considered, for all purposes, except the payment of royalty, operations conducted upon said land under this lease. There shall be allocated to the land covered by this lease within each such unit (or to each separate tract within the unit if this lease covers separate tracts within the unit) that proportion of the total production of unitized minerals from the unit, after deducting any used in lease or unit operations, which the number of surface acres in such land (or in each such separate tract) covered by this lease within the unit bears to the total number of surface acres in the unit, and the production so allocated shall be considered for all purposes, including payment or delivery of royalty, overriding royalty and any other payments out of production, to be the entire production of unitized minerals from the land to which allocated in the same manner as though produced therefrom under the terms of this lease. The owner of the reversionary estate of any term royalty or mineral estate agrees that the accrual of royalties pursuant to this paragraph or of shut-in royalties from a well on the unit shall satisfy any limitation of term requiring production of oil or gas. The formation of any unit hereunder which includes land not covered by this lease shall not have the effect of exchanging or transferring any interest under this lease (including, without limitation, any shut-in royalty which may become payable under this lease) between parties owning interests in land covered by this lease and parties owning interests in land not covered by this lease. Neither shall it impair the right of lessee to release as provided in paragraph 5 hereof, except that lessee may not so release as to lands within a unit while there are operations thereon for unitized minerals unless all pooled leases are released as to lands within the unit. At any time while this lease is in force lessee may dissolve any unit established hereunder by filing for record in the public office where this lease is recorded a declaration to that effect, if at that time no

operations are being conducted thereon for unitized minerals. Subject to the provisions of this paragraph 4, a unit once established hereunder shall remain in force so long as any lease subject thereto shall remain in force. If this lease now or hereafter covers separate tracts, no pooling or unitization of royalty interests as between any such separate tracts is intended or shall be implied or result merely from the inclusion of such separate tracts within this lease but lessee shall nevertheless have the right to pool or unitize as provided in this paragraph 4 with consequent allocation of production as herein provided. As used in this paragraph 4, the words "separate tract" means any tract with royalty ownership differing, now or hereafter, either as to parties or amounts, from that as to any other part of the leased premises.

5. 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 any part or all of said land or of any mineral or horizon thereunder, and thereby 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 and any of the following: drilling, testing, completing, reworking, recompleting, deepening, plugging back or repairing of a well in search for or in an endeavor to obtain production of oil, gas, sulphur or other minerals, excavating a mine, production of oil, gas, sulphur 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 said land in all operations hereunder. Lessee shall have the right at any time to remove all machinery and fixtures placed on said land, including the right to draw and remove casing. No well shall be drilled nearer than 200 feet to the house or barn now on said land without the consent of the Lessor. Lessee shall pay for damages caused by its operations to growing crops and timber on said land.

8. The rights and estate of any party hereto may be assigned from time to time in whole or in part and as to any mineral or horizon. All of the covenants, obligations, and considerations of this lease shall extend to and be binding upon the parties hereto, their heirs, successors, assigns, and successive assigns. No change or division in the ownership of said land, royalties, or other moneys, or any part thereof, howsoever effected, shall increase the obligations or diminish the rights of lessee, including, but not limited to, the location and drilling of wells and the measurement of production. Notwithstanding any other actual or constructive knowledge or notice thereof of or to lessee, its successors or assigns, no change or division in the ownership of said land or of the royalties, or other moneys, or the right to receive the same, howsoever effected, shall be binding upon the then record owner of this lease until thirty (30) days after there has been furnished to such record owner at his or its principal place of business by Lessor or Lessor's heirs, successors, or assigns, notice of such change or division, supported by either originals or duly certified copies of the instruments which have been properly filed for record and which evidence such change or division, and of such court records and proceedings, transcripts, or other documents as shall be necessary in the opinion of such record owner to establish the validity of such change or division. If any such change in ownership occurs by reason of the death of the owner, lessee may, nevertheless pay or tender such royalties, or other moneys, or part thereof, to the credit of the decedent in a depository bank provided for above.

9. In the event Lessor considers that lessee has not complied with all its obligations hereunder, both express and implied, Lessor shall notify lessee in writing, setting out specifically in what respects lessee has breached this contract. Lessee shall then have sixty (60) days after receipt of said notice within which to meet or commence to meet all or any part of the breaches alleged by Lessor. The service of said notice shall be precedent to the bringing of any action by Lessor on said lease for any cause, and no such action shall be brought until the lapse of sixty (60) days after service of such notice on lessee. Neither the service of said notice nor the doing of any acts by lessee aimed to meet all or any of the alleged breaches shall be deemed an admission or presumption that lessee has failed to perform all its obligations hereunder. If this lease is canceled for any cause, it shall nevertheless remain in force and effect as to (1) sufficient acreage around each well as to which there are operations to constitute a drilling or maximum allowable unit under applicable governmental regulations, (but in no event less than forty acres), such acreage to be designated by lessee as nearly as practicable in the form of a square centered at the well, or in such shape as then existing spacing rules require; and (2) any part of said land included in a pooled unit on which there are operations. Lessee shall also have such easements on said land as are necessary to operations on the acreage so retained.

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

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

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

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

LESSOR(S):

Westwood Independent School District

By: _____ as _____
of Westwood Independent School District

ACKNOWLEDGMENT

STATE OF TEXAS

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COUNTY OF ANDERSON

This instrument was acknowledged before me on this the _____ day of _____, **2025**, by _____,
as _____ of Westwood Independent School District.

NOTARY PUBLIC, STATE OF TEXAS

ADDENDUM

Attached to and made a part of the certain Paid up Oil, Gas And Mineral Lease by and between **TMH Land Services, Inc.**, as Lessee and **Westwood Independent School District**, as Lessor, dated **July 14, 2025**

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. Lessee is hereby given the option to extend the primary term on all or a portion of the acreage covered by this lease, for an additional three (3) years from the expiration of the original primary term. This option may be exercised by Lessee at any time during the last year of the original primary term by paying the sum of Five Hundred dollars (\$500.00) per net mineral acre. Should this option be exercised as herein provided, it shall be considered for all purposes as though this lease originally provided for a primary term of six (6) years. In the event this lease is being maintained by any provision hereof at the expiration of the primary term, Lessee shall have a period of thirty (30) days from the date this lease ceases to be so maintained within to exercise this option.
14. In the event a portion or portions of the lands described in this lease are pooled or unitized under the terms of this lease or under the rules of any government agency having or claiming jurisdiction hereunder, with other lands or leases so as to a pooled unit(s) or unitized unit(s), then this Lease shall expire three (3) years after the expiration of the primary term as to all acreage not included within the surface boundaries of such unit(s).
15. If at any time within the primary term of this lease and while the same remains in force and effect, Lessor receives any bona fide offer, acceptable to Lessor, to grant an additional lease covering all or part of the aforesaid lands, Lessee shall have the continuing option by meeting any such offer to acquire such lease. Any offer must be in writing, and must set forth the proposed Lessee's name, bonus consideration and royalty consideration to be paid for such lease, and include a copy of the lease form to be utilized which form should reflect all pertinent and relevant terms and conditions of the lease. Lessee shall have fifteen (15) business days after receipt. from Lessor, of a complete copy of any such offer to advise Lessor in writing of its election to enter into an oil and gas lease with Lessor on equivalent terms and conditions. If Lessee fails to notify Lessor within the aforesaid fifteen (15) business days period of its election to meet any such bona fide offer, Lessor shall have the right to accept said offer.
16. Notwithstanding anything herein to the contrary, pooled units for horizontal drainholes may include up to the amount of acreage permitted to be assigned to a drilling proration unit, or to be assigned for the purpose of allocating allowable, or to conform to a well spacing or density pattern, as any of the foregoing may be authorized or permitted for a horizontal well by any governmental authority having jurisdiction to do so. Horizontal drainhole shall mean a horizontal completion that is classified as either an oil well or gas well. The term "horizontal completion" shall mean an oil well or gas well in which the horizontal component of the gross completions interval exceeds one hundred fifty feet (150') in length.
17. It is understood and agreed that this lease covers only oil, gas and other associated hydrocarbons, including sulphur and such other "minerals" that might be produced in association with the normal production of said products. All other minerals including coal, lithium and lignite being herein excepted and reserved unto Lessor.
18. It is understood and agreed that at the end of the primary term if this lease or upon expiration of any extension or renewal, or after cessation of operations as provided herein, whichever occurs last, Lessee shall release all rights lying one thousand feet (1000') below the base of the deepest producing horizon, and such rights held one thousand feet (1000') below the base of the deepest producing horizon shall remain in effect for three (3) years. After said 3 year period, all rights lying three hundred feet (300') below the deepest producing horizon shall then be released and no longer a part of this lease agreement. After any depth termination herein, Lessor and Lessor's heirs or assigns shall have the right to prospect or drill for, develop, produce, extract and take therefrom all oil, gas and/or other minerals from such depths and horizons not remaining in force pursuant to the terms of this Lease, and any subsurface easement necessary for such operations shall be reserved by Lessor herein so long as such subsurface easement does not directly interfere with Lessee's operations hereunder.
19. Within sixty (60) days after Lessee receives written request from Lessor, Lessee or any assignee thereof must furnish Lessor, or Lessor's heirs or assigns, with a recorded or recordable release of this lease or such portions and/or depths which have been forfeited by Lessee or its assigns under the terms of this lease agreement.
20. Notwithstanding any provisions hereof to the contrary, it is expressly agreed and understood that Lessee's rights to maintain this lease in force after the expiration of the primary term hereof by payment of shut-in gas royalty under

Paragraph Three (3) shall be limited to recurring periods after the primary term not to exceed twenty-four (24) months in the aggregate.

21. 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.
22. Lessor and Lessee hereby agree to execute a "Memorandum of Oil, Gas and Mineral Lease" to be recorded in the Official Records of Anderson County, Texas, and that this Oil, Gas and Mineral Lease shall not be otherwise recorded or published.

Signed for identification by:

Westwood Independent School District

By: _____ as _____
of Westwood Independent School District

EXHIBIT "A"

Attached to and made a part of the certain Paid up Oil, Gas And Mineral Lease by and between **TMH Land Services, Inc.**, as Lessee and **Westwood Independent School District**, as Lessor, dated **July 14, 2025**.

267.76 acres of land, more or less, situated in the Daniel Parker, Jr. Survey, A-52, and the James Madden Survey, A-39, Anderson County, Texas, being described as Two (2) Tracts of land as follows:

Tract 1: 205.04 acres of land, more or less, located in the Daniel Parker, Jr. Survey, A-52, and the James Madden Survey, A-39, Anderson County, Texas, and being all of that certain 215.02 acres of land, more or less, more particularly described as the "FIRST TRACT" in that certain Warranty Deed With Vendor's Lien dated September 17, 1975, from Alan C. Fitzgerald, Trustee for Willie Mae Tucker, et al to Kendall A. West and Douglas B. Moore, recorded in Volume 842, Page 652 of the Deed Records of Anderson County, Texas;

LESS AND EXCEPT: 9.25 acres of land, more or less, and being more particularly described in that certain Deed dated March 29, 1926, from Douglas Tucker to Edna Tucker, recorded in Volume 164, Page 117 of the Deed Records of Anderson County, Texas;

FURTHER LESS AND EXCEPT: 0.23 acres of land, more or less, and being more particularly described in that certain Warranty Deed dated April 18, 1953, from John J. Redwine and wife, Norma Redwine to Edna Tucker, et al, recorded in Volume 454, Page 278 of the Deed Records of Anderson County, Texas;

FURTHER LESS AND EXCEPT: 0.50 acres of land, more or less, and being more particularly described in that certain Quit Claim Deed dated July 10, 1941, from Long Lake Production Company to Mrs. Edna Tucker, recorded in Volume 323, Page 532 of the Deed Records of Anderson County, Texas;

LEAVING: 205.04 acres of land, more or less, described herein.

Tract 2: 62.72 acres of land, more or less, out of the James Madden Survey, A-39, Anderson County, Texas, and being all of that certain 91.72 acres of land, more or less, out of the James Madden Survey, A-39 and in conflict with the John Adams Survey, A-2, Anderson County, Texas, and being more particularly described as "SECOND TRACT" in that certain Warranty Deed with Vendor's Lien dated September 17, 1974 from Alan C. Fitzgerald, Trustee for Willie Mae Tucker et al, to Kendall A. West and Douglas B. Moore, recorded in Volume 842, Page 652, Deed Records of Anderson County, Texas; **SAVE AND EXCEPT:** 29.0 acres of land, more or less, out of the John Adams Survey, A-2, Anderson County, Texas, and being more particularly described in that certain Oil and Gas Lease from Mrs. Edna Tucker et al, to J. H. Reagan et al, dated November 30, 1932, recorded in Volume 218, Page 412, Deed Records of Anderson County, Texas.

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

MEMORANDUM OF OIL, GAS AND MINERAL LEASE

THE STATE OF TEXAS

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KNOW ALL MEN BY THESE PRESENTS:

COUNTY OF ANDERSON

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THAT **Westwood Independent School District**, (hereinafter referred to as "Lessor") whose address is 4524 West Oak Street, Palestine, Texas 75801 and **TMH Land Services, Inc.**, whose address is 1806 Ave D., Suite 107, Katy, TX 77493 (hereinafter referred to as "Lessee"), hereby acknowledge and give notice that Lessor has executed and delivered to Lessee an Oil and Gas Lease, dated **14th** day of **July, 2025** (hereinafter referred to as the "Lease"), under the terms of which Lessor has granted, leased and let exclusively unto Lessee and Lessee's successors and assigns (subject to each and all of the other terms and provisions thereof), for the sole and only purpose of investigating, exploring, prospecting, drilling and operating for, developing and producing oil and gas, laying pipelines, building roads, tanks, utility lines and other necessary facilities and structures thereon to produce, save, take care of, treat, store, transport and own oil and gas, from the land situated in **ANDERSON** County, **TEXAS**, being more fully described as follows:

SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF FOR A DESCRIPTION OF LANDS COVERED HEREBY.

Subject to the other terms and provisions thereof, including acreage and deep rights releases, the Lease provides for a primary term of **3 Years**, from the effective date thereof with an option to extend, on or before the end of the primary term, for an additional 3 years and should this option be exercised, at Lessee's sole election, it shall be considered for all purposes as though this lease originally provided for a primary term of five (6) years.

This Memorandum of Oil and Gas Lease shall not be deemed to enlarge, restrict or change the rights of any of the parties to the Lease, but is for the purpose of giving record notice of the existence of the Lease in lieu of recording it at length. In the event of any conflict, the terms and provisions contained in the Lease shall control and prevail over the terms and provisions of this Memorandum of Oil, Gas and Mineral Lease.

IN WITNESS WHEREOF, this instrument is executed this _____ day of _____, 2025.

LESSOR:

Westwood Independent School District

By: _____ as _____
of Westwood Independent School District

ACKNOWLEDGMENT

STATE OF TEXAS

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COUNTY OF ANDERSON

This instrument was acknowledged before me on this the _____ day of _____, **2025**, by _____,
as _____ of Westwood Independent School District.

NOTARY PUBLIC, STATE OF TEXAS

EXHIBIT "A"

Attached to and made a part of the certain Memorandum of Oil, Gas And Mineral Lease by and between **TMH Land Services, Inc.**, as Lessee and **Westwood Independent School District**, as Lessor, dated **July 14, 2025**

267.76 acres of land, more or less, situated in the Daniel Parker, Jr. Survey, A-52, and the James Madden Survey, A-39, Anderson County, Texas, being described as Two (2) Tracts of land as follows:

Tract 1: 205.04 acres of land, more or less, located in the Daniel Parker, Jr. Survey, A-52, and the James Madden Survey, A-39, Anderson County, Texas, and being all of that certain 215.02 acres of land, more or less, more particularly described as the "FIRST TRACT" in that certain Warranty Deed With Vendor's Lien dated September 17, 1975, from Alan C. Fitzgerald, Trustee for Willie Mae Tucker, et al to Kendall A. West and Douglas B. Moore, recorded in Volume 842, Page 652 of the Deed Records of Anderson County, Texas;

LESS AND EXCEPT: 9.25 acres of land, more or less, and being more particularly described in that certain Deed dated March 29, 1926, from Douglas Tucker to Edna Tucker, recorded in Volume 164, Page 117 of the Deed Records of Anderson County, Texas;

FURTHER LESS AND EXCEPT: 0.23 acres of land, more or less, and being more particularly described in that certain Warranty Deed dated April 18, 1953, from John J. Redwine and wife, Norma Redwine to Edna Tucker, et al, recorded in Volume 454, Page 278 of the Deed Records of Anderson County, Texas;

FURTHER LESS AND EXCEPT: 0.50 acres of land, more or less, and being more particularly described in that certain Quit Claim Deed dated July 10, 1941, from Long Lake Production Company to Mrs. Edna Tucker, recorded in Volume 323, Page 532 of the Deed Records of Anderson County, Texas;

LEAVING: 205.04 acres of land, more or less, described herein.

Tract 2: 62.72 acres of land, more or less, out of the James Madden Survey, A-39, Anderson County, Texas, and being all of that certain 91.72 acres of land, more or less, out of the James Madden Survey, A-39 and in conflict with the John Adams Survey, A-2, Anderson County, Texas, and being more particularly described as "SECOND TRACT" in that certain Warranty Deed with Vendor's Lien dated September 17, 1974 from Alan C. Fitzgerald, Trustee for Willie Mae Tucker et al, to Kendall A. West and Douglas B. Moore, recorded in Volume 842, Page 652, Deed Records of Anderson County, Texas; **SAVE AND EXCEPT:** 29.0 acres of land, more or less, out of the John Adams Survey, A-2, Anderson County, Texas, and being more particularly described in that certain Oil and Gas Lease from Mrs. Edna Tucker et al, to J. H. Reagan et al, dated November 30, 1932, recorded in Volume 218, Page 412, Deed Records of Anderson County, Texas.