

NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OF THE FOLLOWING INFORMATION FROM THIS INSTRUMENT BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.

BRINE LEASE

THIS LEASE AGREEMENT is made and entered into as of this _____ day of June, 2025 (the "Effective Date"), between **Sean Sartin, a single man**, herein called Lessor (whether one or more), whose address is 223 Moore St N, Sulphur Springs, Texas 75482, and **Bright Star Exploration, LLC**, herein called "Lessee", whose address is PO Box 890134, Oklahoma City, OK 73189-0134.

1. Lessor, in consideration of a cash bonus in hand paid, and other valuable consideration, the receipt of which is hereby acknowledged, hereby grants, leases, and lets exclusively to Lessee for the purpose of investigating, exploring, prospecting, drilling for and producing brine (as defined in Paragraph 11); conducting exploration, geologic and geophysical tests and surveys; producing and removing brine by drainage, extraction, forced subterranean movement, pumping or other means; producing, extracting, and using the heat or other geothermal energy contained in brine; injecting gas, water, brine and other fluids and air into subsurface strata; laying pipelines, constructing roads, establishing and utilizing such other facilities thereon and on, over, and across the leased premises as deemed reasonably necessary by Lessee to explore, produce, save, store, take care of, measure, treat, transport and own said brine; for all appliances or structures, equipment, easements, and privileges which may be necessary, useful, or convenient to or used in connection with any such operations conducted by Lessee thereon or on land pooled or unitized therewith, the following described land in Hopkins County, State of Texas, to-wit:

See "Exhibit A" for Property Descriptions
See "Exhibit B" for additional lease provisions

In addition to the above-described leased premises, this lease also covers all accretion or alluvion attaching to or forming a part of said land; as well as any interest roads, streams, railroads, ditches, or other rights-of-way; and any small strips or parcels of land now or hereafter owned by Lessor which are contiguous or adjacent to the above-described leased premises, 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 calculating bonus, rental, and royalty payments under this lease, said land is estimated to contain 835.65 gross acres, whether it contains more or less.

2. This lease, subject to other provisions herein contained, shall remain in full force and effect for a term of five (5) years commencing on the Effective Date and each year Lessee pays the extension payments specified in Paragraph 3 below (the "primary term") and as long thereafter as either: (i) the payment specified in Paragraph 5 hereof continue to be made, (ii) brine is being produced from or injected into, or drilling operations are conducted on, either on the leased premises or lands pooled or unitized therewith or any part thereof, or (iii) this lease is otherwise maintained in effect pursuant to the provisions hereof.

Whenever used in this lease, "operations for drilling," "drilling operations," or "operations" are deemed to have been commenced when work is commenced on the leased premises or lands pooled or unitized therewith or any part thereof preparatory to the drilling or reworking of a well.

3. As additional consideration for this lease, Lessee shall have the option to extend the primary term of this lease for an additional five (5) years by paying to Lessor, on or before the fifth anniversary date of this lease a sum to be ascertained by multiplying the number of acres set out in Paragraph 1 by Six Hundred Dollars (\$600.00), and said payments alone will extend the primary term of this lease for the period paid for. Should Lessee properly extend this lease for a second five year term, Lessee will also have the option to extend the primary term an additional five (5) years by paying to Lessor on or before the tenth anniversary date of this lease a sum to be ascertained by multiplying the number of acres set out in Paragraph 1 by One Thousand Dollars (\$1,000.00), and said payments alone will extend the primary term of this lease for the period paid for. If, prior to any such anniversary date hereof, Lessee is engaged in operations for the production of brine or injection of brine from or into any well located on the land covered hereby or on acreage pooled therewith (or any part thereof), then, instead of payments as an extension of the primary term, Lessor shall be paid thereafter a sum either as royalty or as shut-in royalty as set out in Paragraph 5 below and provided, further, that if Lessor owns less than the entire undivided interest in all or any portion of the land or mineral and royalty interest relating thereto (whether such interest is herein specified or not) then each payment to be made under this Paragraph 3 or Paragraph 5 may be reduced to the proportion which the interest, if any, herein covered by this lease bears to the entire undivided interest therein.

In lieu of making any payment to Lessor under the provisions hereof, Lessee may pay or tender directly to Lessor at the address shown above, the sum so payable, which shall for all purposes of this lease, be considered to be a payment to Lessor. Regardless of the death or incompetence of Lessor, such payment in the name of the deceased or the incompetent shall for all purposes be binding upon the heirs, devisees, executor, or administrator of the deceased or upon such incompetent or the guardian of the person or of the estate of the incompetent. Should the bank named, or any depository subsequently named by Lessor, fail or liquidate, 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 of this lease, 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 such 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 any land covered by this lease, but shall only entitle the Lessor to recover from Lessee the sum so due.

Lessee, or any assignee or sublessee, may at any time, and from time to time, execute and file for record in said county, a release of this lease insofar as it affects all or any part or parts of the land covered by this lease, and thereby be relieved, as to the land with respect to which this lease has been released, of any and all obligations of this lease not then accrued. Should Lessee or any assignee or sublessee file of record a full or partial release of this lease, Lessee shall provide Lessor a copy of the recorded instrument(s) within thirty (30) days of recordation. Upon the filing of any such release, each payment shall be reduced in the same proportion as Lessor's interest in the number of acres of land as to which this lease has been released bears to Lessor's interest in the total number of acres stated in the foregoing Paragraph 1.

4. Lessee shall have the right to use, free of cost, water produced from the leased premises necessary for any of the operations of Lessee on the leased premises; provided, however, Lessee shall not use potable water or water suitable for livestock or irrigation purposes, whether such water is from stock tanks, surface reservoirs, existing water wells, or streams on the leased premises, without prior written consent of the surface owner. Lessee shall have the right to use so much of the surface of the land that may be reasonably necessary for drilling and operating brine wells and transporting and marketing the production therefrom.

5. Subject to the other provisions herein contained, the royalties to be paid by Lessee for all products extracted from brine produced from the leased premises and sold on or off the premises (excluding oil, gas and associated hydrocarbons) shall equal **3.25%** of the gross proceeds received from the sales thereof **free and clear of all costs** to the credit of lessor. Lessee recognizes that the oil, gas, and associated hydrocarbons (excluding brine) within the described lands may be leased by a third party. Lessee shall have the right to produce, remove, and appropriate such oil, gas and associated hydrocarbons as may be necessarily produced incidentally with the production of brine; provided, however, that Lessee shall pay to Lessor, as royalty on such oil, gas and other minerals (excluding brine) twenty-five percent (25%) of the amount realized by Lessee, if any, computed at the wellhead, or the royalty set forth in any binding oil and gas lease, whether currently binding or subsequently executed, whichever is less. Lessee further agrees to operate pursuant to regulations established by the Texas Railroad Commission. In the event oil, gas and associated hydrocarbons are produced incidentally to the production of brine, Lessee, at Lessee's sole discretion, may determine that such incidental production does not justify the cost and expense of commercial production, transportation, and marketing.

Notwithstanding any other provision herein relating to royalty payments, if, at the end of the primary term, or at any time or times thereafter, all production or injection of brine (including its component parts) from or into the land covered hereby or acreage pooled therewith (or any part thereof) ceases for any period of twelve (12) consecutive months, then, at or before the expiration of said twelve month period, Lessee shall pay or tender by check or draft of Lessee, as royalty, a sum equal to fifty dollar(s) (\$50.00) 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 twelve month 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 payments.

Depository Bank: Pay direct to Lessor at address below

Mailing Address: 223 Moore St N, Sulphur Springs, Texas 75482

, 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 shut-in royalty, in the manner above specified, either jointly to such parties or separately to each in accordance with their respective ownership thereof, as Lessee may elect. Any payment hereunder may be made by check or draft of Lessee deposited in the mail or delivered to the party entitled to receive payment 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 owners of this lease, severally as to acreage owned by each.

This lease covers all the interest in the leased premises or brine interest now owned by or hereafter vested in the Lessor, including but not limited to interests purchased or inherited in the leased premises after the date of this lease. Lessee shall make bonus payments on after-acquired interest in accordance with the terms of this lease. In the event of failure of title, Lessor is not entitled to bonuses, rentals, or royalties on any such interest which is not owned by him or her. In the event any part of the leased land described in Paragraph 1 hereof, or any interest therein or in the royalties payable under this lease is claimed, whether judicially or otherwise, by a person or persons other than Lessor, Lessee has the right to withhold, without liability for interest, payment of royalties on production or to deposit such royalties in the registry of a court of competent jurisdiction until final determination of Lessor's rights.

6. Lessee shall have the right to drill, complete, recomplete, deepen, and operate a well or wells for the production of brine from any horizon under the land covered by this lease, or for the injection of brine produced by Lessee from land covered by this lease into the formation from which the brine was produced.

7. Lessee, at its option, is hereby given the right and power without any further approval from Lessor, at any time and from time to time, to pool or unitize the land or interests therein covered by this lease or any portion thereof with other land, lease, leases or interests therein in the vicinity thereof when in Lessee's judgment it is necessary or advisable to do so in order to properly explore or develop or operate said leased premises or in order to comply with the orders, rules and regulations of any governmental authority having jurisdiction. Such pooling or unitization shall be of tracts which will form a reasonably compact (but not necessarily contiguous) body of land for each unit, and the unit or units so created shall conform substantially in size with regulations prescribed or permitted by any governmental authority having jurisdiction to do so. Lessee shall execute and file for record in the appropriate Records of the County in which the land and/or mineral interest herein leased is situated a declaration describing the pooled acreage, and, upon such filing, the unit or units shall thereby become effective.

With regard to the payments of royalty as provided in Paragraph 5 hereof, payments shall continue to be made upon an acreage basis and specifically not based upon the proportionate part of production from any pooled unit and not the proportion in which lessor's acreage bears to the total acreage included in any pooled unit. 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 Lessor's royalty is to be calculated as provided in Paragraph 5 as to that portion of the leased premises that is included in the unit. Additionally, any portion of the leased premises not included in a unit may be maintained as provided in Paragraph 3 hereof. Any unit formed by Lessee hereunder may be created either prior to or during or after the drilling of the well which is then or thereafter becomes the unit well. Lessee may locate more than one well in the same unit. Separate units may be created for separate stratum or strata of brine even though the areas thereof overlap; and the creation of a unit as to one strata or stratum shall not exhaust the right of Lessee (even as to the same well) to create different or additional units for other strata or stratum of the same or other minerals. A unit established hereunder shall be valid and effective for all purposes of this lease even though there may be land or mineral, royalty, and/or leasehold interests in land within the unit which are not pooled or unitized, or even though there may be a failure of the leasehold title (in whole or in part) to any tract or interest therein included in a pooled unit. Lessee shall have the right to add leased interests and increase the total acreage included in any pooled unit when, in Lessee's judgment, it is necessary or advisable to do so in order to properly explore, develop, or operate said pooled unit. Any unit created by Lessee hereunder may also be revised so as to conform with an order of a Regulatory Body issued after said unit was originally established; such revision shall be effective as of the effective date of such order. Also, any pooled unit designated by Lessee in accordance with the terms hereof may be dissolved by Lessee by instrument filed for record in the appropriate Records of the County in which the land or interests therein are situated at any time prior to the commencement of drilling or after the completion of a dry hole or the cessation of production on said unit. It is specifically understood and agreed that Lessor does hereby grant to Lessee the right and authority to consent to or otherwise comply with any order, rule or regulation of any Regulatory Body of the State of Texas or of the United States having jurisdiction with regard to the creation of any pooled unit, for the production and injection of brine which shall be binding upon Lessor without Lessor's further consent, provided that Lessee shall never decrease the amount of the annual payments herein specified to be paid as royalty which would otherwise have been required to have been paid in the absence of such pooled unit.

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 and effect so long as any one or more of such operations are continued with no cessation of 90 consecutive days, and if any of such operations result in the production of brine or other substances covered hereby, this lease shall remain in force and effect as to any of the leased premises or lands pooled therewith.

8. Lessee shall have the right of ingress and egress along with the right to conduct operations on the leased premises as may be reasonably necessary for developing, producing and marketing brine, in primary or enhanced recovery, including but not limited to geophysical operations and any other operations on the leased premises, lands pooled or unitized therewith or lands contiguous or adjacent thereto, and to construct, erect, maintain, replace and use on the leased premises all pipelines, wells, roads, and other such facilities as may be deemed reasonably necessary by Lessor to discover, produce, save, store, take care of, measure, treat, transport and own brine and associated hydrocarbons. Notwithstanding any partial release or other partial termination of this lease, in connection with Lessee's operations hereunder, Lessee's rights granted herein shall apply to both surface and subsurface of the leased premises described in Paragraph 1 hereof; all lands pooled or unitized with the leased premises, and any other lands contiguous or adjacent to the leased premises. 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 materials, 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 land covered by this lease, a pipeline or pipelines for the purpose of transporting brine and associated hydrocarbons onto and across the land covered by this lease.

No well shall be located less than 500 feet from any house or barn on the leased premises or other lands 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.

9. The rights of either party hereunder may be assigned in whole or in part and the provisions hereof shall extend to the respective heirs, executors, administrators, successors and assigns of the parties hereto, and Lessor waives notice of any such assignment by Lessee. No change or division in Lessor's ownership of the land, rentals or royalties, however accomplished, shall operate to enlarge the obligations or diminish the rights of Lessee, nor shall any such change or division be effective for any purpose until ninety days after the person acquiring any interest has furnished Lessee with the instrument or instruments, or certified copies thereof, constituting the change of title from Lessor.

10. So long as each payment which Lessee is obligated to make in accordance with the provisions of this lease is made, Lessee shall not be obligated, whether or not there has previously been production from or injection into land covered hereby or on acreage pooled therewith (or any part thereof), either expressly or impliedly, to drill or operate on land covered by this lease any well for the production of brine or for the injection of brine into said land.

11. The term "brine" as used in this lease shall mean subterranean salt water and all minerals in solution or suspension therein, including but not limited to barium, boron, bromine, calcium, chlorine, iodine, lithium, magnesium, potassium, sodium, solution gas, strontium, sulfur, and all other chemical elements, compounds or products produced with or extracted from such salt water. The term "brine" shall also include the heat or other geothermal energy contained in the brine. If the Lessor is the owner of a severed mineral interest in the land subject to this lease, then the Lessor and the Lessee hereby agree that they intend the foregoing definition of "brine" to encompass however so much of the brine is part of the Lessor's severed mineral interest under Texas law, to the fullest extent possible.

12. In the event the Lessor at any time considers that Lessee is not fulfilling its express or implied obligations (including the payment of royalties due hereunder), Lessor shall notify Lessee in writing of the facts relied upon as constituting a breach of said obligations; and Lessee shall have sixty (60) days after receipt of such notice in which to take such action as is then legally necessary to comply with the requirements hereof. The service of said notice and the lapse of sixty (60) days without Lessee meeting or commencing to meet the alleged breaches shall be a condition precedent to any action by Lessor for any cause hereunder. It is provided however, that after production of brine has been obtained from the land covered hereby or land pooled therewith (or any part thereof), this lease shall not be subject to forfeiture or loss, either in whole or in part, for failure to comply with the express or implied obligations of this contract, except after final judicial ascertainment of such failure and after Lessee has been given a period of sixty (60) days after such final judicial ascertainment to prevent such loss or forfeiture by complying with and discharging the obligations as to which Lessee has been judicially determined to be in default.

13. The requirements hereof shall be subject to any State and/or Federal law or order regulating operations on or under the land. It is further agreed that should Lessee be prevented from complying with any express or implied covenants of this lease, from conducting drilling or reworking operations thereon, or from producing brine therefrom by reason of scarcity or inability after effort made in good faith to obtain equipment or material or authority to use same, or by failure of carriers to transport or furnish facilities for transportation, or by operation of force majeure, any Federal or State law, or any order, rule or regulation of governmental authority, or by any other cause beyond Lessee's control, then while so prevented, Lessee's obligation to comply with such covenants shall be suspended; and Lessee shall not be liable for damages for failure to comply therewith; and this lease shall be extended while and so long as Lessee is prevented by any such cause from conducting drilling or reworking operations on or from producing brine from the leased premises; and the time while Lessee is so prevented shall not be counted against Lessee; provided, however that if such suspension occurs, Lessee shall pay or tender the appropriate annual sum in payment of shut-in royalty as provided in Paragraph 5 herein, within 90 days of the suspension.

14. 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 persons executing it.

15. Any notice, other communication or payment permitted or required under the terms hereof shall be in writing and, unless otherwise specified, shall be deemed properly given on the date personally delivered or on the date postmarked if mailed, registered, certified or by regular mail, by postage prepaid United States mail, addressed to Lessor or Lessee at the addresses set forth above, or to such other address as may hereafter be designated by either party to the other by notice. Notice given in any other manner shall be effective only if and when received. Except as expressly provided herein to the contrary, all statements, notices, reports, shut-in and minimum royalty notices required under this Lease shall be delivered to Lessor at the address shown above.

16. Lessor agrees that Lessee at Lessee's option may pay and discharge any taxes, mortgages, or liens existing, levied or assessed on or against the leased premises. If Lessee exercises such option, Lessee shall be subrogated to the rights of the party to whom payment is made, and, in addition to its other rights, may reimburse itself out of any rentals, royalties or shut-in royalties otherwise payable to Lessor hereunder. In the event Lessee is made aware of any claim inconsistent with Lessor's title, Lessee may suspend the payment of rentals, royalties and shut-in royalties hereunder, without interest, until Lessee has been furnished satisfactory evidence that such claim has been resolved.

17. Each of the Parties shall, and shall cause its respective affiliates to, from time to time at the request of any other Party, furnish the requesting Party such further information or assurances, execute and deliver such additional documents, instruments and conveyances, and take such other actions and do such other things, as may be reasonably necessary or appropriate to carry out the provisions of this lease and satisfy the terms and intent of this lease and transactions contemplated hereby.

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:

Sean Sartin

LESSEE:

BRIGHT STAR EXPLORATION, LLC

Jeremy Humphers
Title: President

ACKNOWLEDGEMENT

STATE OF TEXAS §
 §
COUNTY OF HOPKINS §

This instrument was acknowledged before me on this ____ day of June, 2025 by Sean Sartin.

Notary Public, State of Texas

ACKNOWLEDGEMENT

STATE OF OKLAHOMA §
 §
COUNTY OF OKLAHOMA §

This instrument was acknowledged before me on this ____ day of June, 2025 by Jeremy Humphers, as President of Bright Star Exploration, LLC.

Notary Public, State of Oklahoma

EXHIBIT “A”

Attached hereto and made a part hereof that certain Brine Lease granted by **SEAN SARTIN, A SINGLE MAN to BRIGHT STAR EXPLORATION, LLC**, dated this _____ day of June, 2025.

PROPERTY DESCRIPTION

Tract One: Land(s) described in a Special Warranty Deed, dated June 16, 1998, by Keith Anthony Sartin, Phil A. Sartin, Jr., Carey L. Sartin and Wanda Sartin Grantors, to Billie Lois Sartin, Kevin Sartin, Jennie A. Ragan and Sean Sartin, Grantees, recorded in Volume 275, Page 513, Real Property Records, Hopkins County, Texas, insofar and only insofar as said Special Warranty Deed includes the following described tracts:

- Tract 1: 46.65 acres more or less in the Edward Gideon Survey, A-369 – Part R000014154
 - Tract 2: 114 acres more or less, in the Edward Gideon Survey, A-369 – Part R000014154
 - Tract 3: 51 acres more or less in the Edward Gideon Survey, A369 – Part R000014154
 - Tract 4: 40 acres more or less in the Edward Gideon Survey, A-369 – Part R000014154
 - Tract 5: 70 acres more or less in the John Puller Survey, A-765 – Part R000014154
 - Tract 8: 50 acres more or less in the James H. Starr Survey, A-850 – Part R000014154
 - Tract 9: 41 acres more or less in the James H. Starr Survey, A-850 – Part R000014154
 - Tract 10: 291.5 acres more or less in the Thomas Lee Survey, A-551 – Part 000016448
 - Tract 11: 25 acres more or less in the William Smith Survey, A-891 – Part 000014154
 - Tract 12: 40 acres more or less in the Hugh Ochiltree Survey, A-729 – Part R000019230
 - Tract 13: 15 acres more or less in the William Smith Survey, A-891 – Part R000014154
 - Tract 14: 11.5 acres more or less in the William Smith Survey, A-891 – Part R000014154
 - Tract 17: 40 acres more or less in the Granville Davis Survey, A-276 – R000013097
- Containing 835.65 acres as Tract One herein

The above tract(s) comprising 835.65 acres, more or less, in the aggregate.

The Property Description above also covers and includes any other land owned by the Lessor, including all accretion or alluvion attaching to or forming a part of said land; as well as any interest in any streets, alleys, lanes, roads, streams, railroads, ditches, or other rights-of-way, public, private, or abandoned, adjoining or traversing the lands described herein, whether or not specifically described or not.

EXHIBIT "B"

Attached hereto and made a part hereof that certain Brine Lease granted by SEAN SARTIN, A SINGLE MAN to BRIGHT STAR EXPLORATION, LLC, dated this ____ day of June, 2025.

Notwithstanding anything to the contrary contained in the provisions of this Lease, in the event of conflict between this Exhibit "B" and the preceding provisions of this Lease, the provisions contained in this Exhibit "B" shall be controlling.

18. If Lessee encounters oil, gas or other minerals and petroleum products, (hereinafter called petroleum) exclusive of brine and the components of brine as defined herein, Lessee has the option to enter into a lease agreement with Lessor within one (1) year of the discovery of said petroleum to produce and market said petroleum, said lease containing a cost free 25% royalty for Lessor. Said lease shall have provisions for pooling at 80 acres for oil and 640 acres for natural gas and shall also contain a vertical and horizontal Pugh clause. If Lessee elects to decline to enter into a lease agreement within one (1) year of the discovery of said petroleum, Lessor may enter into an agreement with a third party to develop oil, gas and other minerals and petroleum products, exclusive of brine and the components of brine as defined herein.
19. Surface Use. In the event Lessee conducts operations on the leased premises, Lessor and Lessee shall enter into a Surface Use Agreement or Easement. Lessor will work in good faith with Lessee and not unreasonably object to Lessee's plan of operations. Lessee will build and use only such roads, well locations, pipelines, and flowlines, and other improvements on the lands as are reasonably necessary to conduct its operations under this lease. Prior to commencing operations upon the leased premises, Lessee agrees to give Lessor 30 days written notice of the proposed location of any road, well location, pipeline, flowline, or other improvements.
20. Should Lessor suffer damage to livestock, wild game, water wells, fences, roads, personal property, buildings or other improvements as a result of operations of Lessee under this lease, Lessee agrees to pay Lessor the actual amount of said loss. Lessee further agrees to fill and level all slush pits and drilling locations, so as to return the surface to its original condition as nearly as practical, within a reasonable length of time after the abandonment of the use of such pits, weather permitting.
21. Safeguards and practices shall be installed and implemented to preserve the land, soil, trees, livestock and other assets and improvements of Lessor.
22. Lessee hereby covenants and agrees to hold harmless Lessor from any damages or claims for damages for any injury to persons or property occasioned by, arising out of or resulting from operations on leased premises, or in connection therewith, by Lessee, Lessee's agents, servants, employees or independent contractors.
23. It is agreed and understood that Lessee's agents, servants, employees or independent contractors shall not hunt, fish, hike or other outdoor activities on the leased premises without express written permission of the surface owner.
24. At Lessor's election, all roads, bridges and water wells constructed and used for Lessee's operations shall revert to Lessor when Lessee no longer has use for said roads, bridges and water wells.
25. Lessee's Obligation to Pay Taxes. Lessee shall pay when due all real and personal property taxes and assessments levied against Lessee's Brine Sourced Mineral Operations on the Property or against Lessee's leasehold estate in the Property. Lessee shall also be responsible for any increase in real or personal property taxes levied against the Property during the term of this Lease as a direct result of Lessee's Brine Sourced Mineral Operations on the Property, including, without limitation, any rollback taxes that occur as a direct result of Lessee's Brine Sourced Mineral Operations on the Property. However, Lessee shall not be liable for taxes or assessments attributable to improvements or facilities installed by Lessor or others on the Property, or to the underlying value of the Property itself, predicated on agricultural exemption values, which taxes and assessment shall be paid by Lessor. Lessee and Lessor shall use their best efforts to cause the Property to be taxed separately as provided in this Section. Lessee shall have the right to contest by legal proceedings (which may be brought in the name(s) of Lessor and/or Lessee where appropriate or required), the validity or amount of any taxes or assessments for which it is responsible hereunder. Lessor shall in all respects cooperate with Lessee in such contest and shall be reimbursed for such cooperation as provided. Lessee's obligation to pay taxes attributable to Lessee shall survive the expiration or earlier termination of the Lease and continue until the earlier of (a) the date that the Property is subject to an agricultural exemption or otherwise classified as agricultural land for tax purposes and (b) the fifth (5th) anniversary of the expiration or earlier termination of the Lease. Anything to the contrary notwithstanding, Lessee's obligation for the payment of any ad valorem taxes shall terminate in the first year in which royalty payments to Lessor equal or exceed two (2) times the amount of the ad valorem taxes due within this Section 25.
26. Lease Bonus Payment. Lessee agrees to pay Lessor \$250.00 per net mineral acre for the initial five-year term of this lease. Payment shall be made within thirty (30) days receipt of the executed Lease, Lease Memorandum and W-9 Tax Form.
27. Notwithstanding provisions herein to the contrary, the lands described in this lease, shall not be pooled or unitized with other lands lying outside the boundaries of the lands described in Special Warranty Deed, dated June 16, 1998, by Keith Anthony Sartin, Phil A. Sartin, Jr., Carey L. Sartin and Wanda Sartin Grantors, to Billie Lois Sartin, Kevin Sartin, Jennie A. Ragan and Sean Sartin, Grantees, recorded in Volume 275, Page 513, Real Property Records, Hopkins County, Texas, and Special Warranty Deed, dated June 24, 1998, from Kevin Sartin, Jennie A. Ragan, Sean Sartin, Billie Lois Sartin and Wanda Sartin as Grantors to Keith Anthony Sartin and Carey L. Sartin and Phil A. Sartin, Grantees, recorded in Volume 275, Page 503, Real Property Records, Hopkins County Clerk's Office, Hopkins County, Texas. Lands falling inside the boundary of the entire body of land shall be included within the unit. It is acknowledged and understood that the Lessor(s) herein are aware that some lands within this boundary are owned by other parties and that it is the intent to allow lands and leases of these other parties to be included in any unit so created by Lessee or Lessee's assignees.

LESSOR:

Sean Sartin

LESSEE:

BRIGHT STAR EXPLORATION, LLC

Jeremy Humphers
Title: President