HIGHPOINTE HEIGHTS

P.O. Box 13120 • Oklahoma City, Oklahoma 73113

June 25, 2026

Oklahoma County Commissioners
320 Robert S Kerr Avenue
Oklahoma City, OK 73102

Re: Offer to Lease — Oklahoma County, Oklahoma
27-12N-01W

Dear Oklahoma County Commissioners,

Highpointe Heights, LLC ("**Highpointe**" or "**Lessee**") is actively pursuing Oil & Gas Leases ("**Lease**") from mineral owners in Oklahoma County, Oklahoma. Our initial title review indicates that you own approximately **0.660000** net mineral acres ("**Net Mineral Acres**") in the lands described in the enclosed Oil & Gas Lease (the "**Subject Lands**"), subject to final title verification and receipt of all required documentation.

Please consider this a formal offer from Highpointe Heights, LLC, through its duly authorized agent, to lease your mineral interest in the Subject Lands on the following terms:

- **Primary Term:** three (3) years from the effective date of the Lease.
- **Bonus & Royalty Election:** Lessor shall elect **one** of the following options by marking the corresponding box:

  ☐ **Offer A:** An upfront bonus payment of **$100.00** per Net Mineral Acre, for a total upfront bonus of **$66.00**, with a **One-eighth (1/8)** royalty. Extension bonus of **$125.00** per Net Mineral Acre, for a total extension bonus of **$82.50.**

  ☒ **Offer B:** An upfront bonus payment of **$50.00** per Net Mineral Acre, for a total upfront bonus of **$33.00**, with a **Three-sixteenths (3/16)** royalty. Extension bonus of **$62.50** per Net Mineral Acre, for a total extension bonus of **$41.25.**

  The elected upfront bonus is payable within thirty (30) days of Lessee's receipt of all fully executed documents and successful completion of title curative. Lessee shall have the option to extend the primary term by an additional two (2) years upon payment of the extension bonus corresponding to the elected offer above.

- **Title Curative:** Should any defect, encumbrance, or error in title arise, we may request your reasonable assistance in resolving the issue prior to disbursement of the bonus consideration.

Highpointe Heights, LLC may also be interested in leasing or acquiring additional oil & gas interests you own in our area of interest, which includes Eastern Oklahoma County and surrounding counties. If you believe you own additional mineral or oil & gas interests, please describe the properties on the reverse side of this letter. If they fall within our area of interest, we will follow up directly with you.

If you are interested in an outright sale of all or any portion of your mineral interest, please let us know and we may present you with a separate purchase offer for your consideration.

Acceptance & Return Instructions

If the terms outlined above are acceptable, please complete the following steps:

- Sign the enclosed Oil & Gas Lease and Memorandum of Oil & Gas Lease in the presence of a notary public. Please sign your name exactly as it appears on the Lease and Memorandum.
  - (Offer A – Sign OGL with 1/8th royalty; Offer B – Sign OGL with 3/16th royalty)
- Complete the indicated fields on the enclosed Form W-9.
- Sign and return this Offer Letter to confirm your acceptance of the terms outlined herein.
- Return all signed documents using the postage-paid envelope provided.

Important: Please ensure your return envelope contains all of the following: the fully executed and notarized Oil & Gas Lease, the notarized Memorandum of Oil & Gas Lease, the completed W-9, and this signed Offer Letter. Bonus payment will be processed within thirty (30) days following Lessee's receipt of all required documents and completion of any title curative requirements.

To ensure our records are current, please provide your preferred contact information below:

Phone: ______________________________

Email: ______________________________

We appreciate the opportunity to work with you and look forward to your response. Should you have any questions or wish to discuss any of the terms, please do not hesitate to contact me using the information below.

Sincerely,

Jesse Auwen
Agent on behalf of Highpointe Heights, LLC
P.O. Box 13120 • Oklahoma City, OK 73113
Jesse.auwen@highpointeheights.com • (405) 833-2679

LESSOR ACCEPTANCE

Agreed to and accepted in its entirety this 22nd day of July, 2026.

Oklahoma County Commissioners:
Signature: Brian Maughan
Printed Name: Brian Maughan
Title: BOCC Chairman

This offer shall not be valid within thirty (30) days from the date of the letter ("the Expiration Date"). Highpointe Heights reserves the right to revoke or withdraw the offer at any time before the Expiration Date. Any executed lease is subject to a title review. If it is determined that the addressed party does not own minerals, then the offer shall be null and void.

Return to: Highpointe Heights, LLC, P.O. Box 13120, Oklahoma City, OK 73113

OIL AND GAS LEASE
(PAID-UP)

AGREEMENT, Made and entered into this **25th** day of **June 2026**, by and between **Oklahoma County Commissioners, 320 Robert S Kerr Avenue, Oklahoma City, OK 73102**, Party of the first part, hereinafter called Lessor (whether one or more), and Highpointe Heights, LLC, P.O. 13120, Oklahoma City, OK 73113 party of the second part, hereinafter called Lessee.

WITNESSETH, that the said Lessor, for and in consideration of Ten Dollars, cash in hand paid, and other good and valuable consideration receipt of which is hereby acknowledged and of the covenants and agreements hereinafter contained on the part of Lessee to be paid, kept and performed, has granted, demised, leased and let and by these presents does grant, demise, lease and let unto the said Lessee, for the sole and exclusive right to explore by geophysical and other methods, for mining and operating for oil (including but not limited to distillate and condensate), gas (including casinghead gas and helium and all other constituents), and for laying pipelines, and building drill sites, access roads, tanks, power stations and structures thereon, to produce, save and take care of said products, all that certain tract of land, together with any reversionary rights therein, situated in the County of **Oklahoma**, State of **Oklahoma**, described as follows, to-wit:

East 30 acres of the N/2 NE/4

of Section 27, Township 12N, Range 01W, containing 30.000000 acres, more or less.

1. It is agreed that this lease shall remain in force for a term of **three (3)** years from date (herein called primary term) and so long thereafter as oil or gas, or either of them, is produced from said land or lands pooled therewith.

2. In consideration of the premises the said Lessee covenants and agrees:

A. To deliver to the credit of Lessor free of cost, in the pipeline to which it may connect its wells, the **three-sixteenths (3/16)** part of all oil (including but not limited to condensate and distillate) produced and saved from the leased premises.

B. To pay Lessor for gas (including casinghead gas) and all other substances covered hereby, a royalty of **three-sixteenths (3/16)** of the proceeds realized by Lessee from the sale thereof, less a proportionate part of the production, severance and other excise taxes and the cost incurred by Lessee in processing, gathering, treating, compressing, dehydrating, transporting, and marketing, or otherwise making such gas or other substances ready for sale or use, said payments to be made monthly. During any period after expiration of the primary term hereof when gas is not being so sold or used and the well or wells are shut in and there is no current production of oil or operations on said leased premises sufficient to keep this lease in force, Lessee shall pay or tender a royalty of One Dollar ($1.00) per year per net royalty acre retained hereunder, such payment or tender to be made, on or before the later of ninety (90) days following the date of shut in or the anniversary date of this lease during the period such well is shut in, to the Lessor. When such payment or tender is made it will be considered that gas is being produced within the meaning of the entire lease.

3. If, at the expiration of the primary term, there is no production in paying quantities on the leased land or on lands pooled therewith but Lessee is conducting operations for drilling, completing or reworking a well, this lease nevertheless shall continue as long as such operations are prosecuted or additional operations are commenced and prosecuted (whether on the same or successive wells) with no cessation of more than ninety (90) days, and if production is discovered, this lease shall continue as long thereafter as oil or gas are produced. In addition, if at any time or times after the primary term, there is a total cessation of all production, for any cause (other than an event of force majeure), this lease shall not terminate if Lessee commences or resumes any drilling or reworking operations or production within ninety (90) days after such cessation. Drilling operations or mining operations shall be deemed to be commenced when the first material is placed on the leased premises or when the first work other than surveying or staking the location is done thereon which is necessary for such operations.

4. Lessee is hereby granted the right at any time and from time to time to unitize the leased premises or any portion or portions thereof, as to all strata or any stratum or strata, with any other lands as to all strata or any stratum or strata, for the production primarily of oil or primarily of gas with or without distillate. However, no unit for the production primarily of oil shall embrace more than 160 acres, or for the production primarily of gas with or without distillate more than 640 acres; provided that if any governmental regulation shall permit or prescribe a spacing pattern for the development of the field or allocate a producing allowable based on acreage per well, then any such unit may embrace as much additional acreage as may be so permitted or prescribed or as may be used in such allocation of allowable. Lessee shall file written unit designations in the county in which the leased premises are located unless the pooling or unitization results from governmental order or rule, in which case no such written designation shall be required. Operations upon and production from the unit shall be treated as if such operations were upon or such production were from the leased premises whether or not the well or wells are located thereon. The entire acreage within a unit shall be treated for all purposes as if it were covered by and included in this lease except that the royalty on production from the unit shall be as below provided, and except that in calculating the amount of any shut in gas royalties, only the part of the acreage originally leased and then actually embraced by this lease shall be counted. In respect to production from the unit, Lessee shall pay Lessor, in lieu of other royalties thereon, only such proportion of the royalties stipulated herein as the amount of his acreage placed in the unit, or his royalty interest therein on an acreage basis bears to the total acreage in the unit.

5. If said Lessor owns a less interest in the above described land than the entire and undivided fee simple estate therein, then the royalties herein provided shall be paid to the Lessor only in the proportion which his interest bears to the whole and undivided fee.

6. Lessee shall have the right to use, free of cost, gas, oil, and water produced on said land for its operations thereon, except water from wells of Lessor.

7. Lessee shall have the right at any time to remove all machinery and fixtures placed on said premises, including the right to draw and remove casing.

8. If the estate of either party hereto is assigned, and the privilege of assigning in whole or in part is expressly allowed, the covenants hereof shall extend to their heirs, executors, administrators, successors or assigns. However, no change or division in ownership of the land or royalties shall enlarge the obligations or diminish the rights of Lessee. No change in the ownership of the land or royalties shall be binding on the Lessee until after the Lessee has been furnished with a written transfer or assignment or a true copy thereof. In case Lessee assigns this lease, in whole or in part, Lessee shall be relieved of all obligations with respect to the assigned portion or portions arising subsequent to the date of assignment.

9. If at any time within the primary term of this lease or any continuation thereof, Lessor receives any bona fide offer, acceptable to Lessor, to grant an additional lease (top lease) covering all or part of the aforedescribed lands, Lessee shall have the continuing option by meeting any such offer to acquire such top 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 reflecting all pertinent and relevant terms and conditions of the top lease. Lessee shall have fifteen (15) 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) day period of its election to meet any such bona fide offer, Lessor shall have the right to accept said offer. Any top lease granted by Lessor in violation of this provision shall be null and void.

10. All express or implied covenants of this lease shall be subject to all Federal and State Laws, Executive Orders, Rules and Regulations, and this lease shall not be terminated, in whole or in part, nor Lessee held liable in damages, for failure to comply therewith, if compliance is prevented by, or such failure is the result of any such Law, Order, Rule or Regulation, or operation of force majeure.

11. This lease shall be effective as to each Lessor on execution hereof as to his or her interest and shall be binding on those signing, notwithstanding some of the Lessors above named may not join in the execution hereof. The word "Lessor" as used in this lease means the party or parties who execute this lease as Lessor, although not named above.

12. Lessee may at any time and from time to time surrender this lease as to any part or parts of the leased premises by delivering or mailing a release thereof to Lessor, or by placing a release of record in the proper County.

13. Lessor hereby warrants and agrees to defend the title to the lands herein described and to indemnify Lessee of all adverse claims thereto, and all expenses incurred by Lessee in defending such claims, including reasonable attorney fees, and agrees that the Lessee shall have the right at any time to redeem for Lessor by payment any mortgages, taxes, or other liens on the above described lands, in the event of default of payment by Lessor, and be subrogated to the rights of the holder thereof.

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

15. Lessee is hereby given the option to extend the primary term of this lease for an additional two (2) years from the expiration of the primary term. This option may be exercised by Lessee at any time prior to the expiration of the primary term by tendering or depositing, on or before such expiration, to Lessor or Lessor's heirs, legal representatives, successors or assigns, an amount equal to one-hundred twenty-five percent **(125%)** of the original bonus paid per net mineral acre covered by this lease. Payment may be made by check or draft, and may be delivered or mailed to Lessor's last known address as reflected in Lessee's records. Timely mailing or deposit shall be deemed timely exercise of this option, regardless of actual receipt.

IN TESTIMONY WHEREOF, we sign this the________day of ________________, 2026.

LESSOR:
Oklahoma County Commissioners

____
Signature

____
Print Name

____
Title

STATE OF ____________________________)
)
COUNTY OF ___________________________)

Before me, the undersigned, a Notary Public in and for said County and State, on this _______ day of ________________, 2026, personally appeared **Oklahoma County Commissioners**, whether acting individually or in a representative, fiduciary, or corporate capacity, whose name(s) and capacity or capacities are subscribed to the within and foregoing instrument, and acknowledged execution of the same for the consideration and purposes therein set forth.

IN WITNESS WHEREOF, I have hereunto set my official signature and affixed my official seal the day and year first above written.

My Commission Expires: Notary Public Commission #

____________________________ ______________________

Form **W-9**
(Rev. March 2024)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

Go to *www.irs.gov/FormW9* for instructions and the latest information.

Give form to the requester. Do not send to the IRS.

Before you begin. For guidance related to the purpose of Form W-9, see *Purpose of Form*, below.

Print or type. See *Specific Instructions* on page 3.

1 Name of entity/individual. An entry is required. (For a sole proprietor or disregarded entity, enter the owner's name on line 1, and enter the business/disregarded entity's name on line 2.)

2 Business name/disregarded entity name, if different from above.

3a Check the appropriate box for federal tax classification of the entity/individual whose name is entered on line 1. Check only **one** of the following seven boxes.

☐ Individual/sole proprietor ☐ C corporation ☐ S corporation ☐ Partnership ☐ Trust/estate

☐ LLC. Enter the tax classification (C = C corporation, S = S corporation, P = Partnership) . . . . ______

Note: Check the "LLC" box above and, in the entry space, enter the appropriate code (C, S, or P) for the tax classification of the LLC, unless it is a disregarded entity. A disregarded entity should instead check the appropriate box for the tax classification of its owner.

☐ Other (see instructions) ______

3b If on line 3a you checked "Partnership" or "Trust/estate," or checked "LLC" and entered "P" as its tax classification, and you are providing this form to a partnership, trust, or estate in which you have an ownership interest, check this box if you have any foreign partners, owners, or beneficiaries. See instructions . . . . ☐

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any) ______

Exemption from Foreign Account Tax Compliance Act (FATCA) reporting code (if any) ______

(Applies to accounts maintained outside the United States.)

5 Address (number, street, and apt. or suite no.). See instructions.

Requester's name and address (optional)

6 City, state, and ZIP code

7 List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. See also *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number

☐☐☐ – ☐☐ – ☐☐☐☐

or

Employer identification number

☐☐ – ☐☐☐☐☐☐☐

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and, generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here **Signature of U.S. person** **Date**

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to *www.irs.gov/FormW9*.

What's New

Line 3a has been modified to clarify how a disregarded entity completes this line. An LLC that is a disregarded entity should check the appropriate box for the tax classification of its owner. Otherwise, it should check the "LLC" box and enter its appropriate tax classification.

New line 3b has been added to this form. A flow-through entity is required to complete this line to indicate that it has direct or indirect foreign partners, owners, or beneficiaries when it provides the Form W-9 to another flow-through entity in which it has an ownership interest. This change is intended to provide a flow-through entity with information regarding the status of its indirect foreign partners, owners, or beneficiaries, so that it can satisfy any applicable reporting requirements. For example, a partnership that has any indirect foreign partners may be required to complete Schedules K-2 and K-3. See the Partnership Instructions for Schedules K-2 and K-3 (Form 1065).

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS is giving you this form because they