

LEASE RATIFICATION AND JOINDER

This agreement, made this 22th day of May, 2017, between Brown County hereinafter referred to as "Owner" and Diamin Inc./Mission Energy hereinafter referred to as "Lessee", (whether one or more) witnesseth:

Whereas, Lessee is the owner of a certain oil and gas lease dated September 21, 1942, between Brown County, Lessor, and W.J. Murray, Lessee, recorded January 10, 1947 in Vol. 350, Page 89 of the records of Brown County, Texas, in so far as the said lease cover the lands located in said County, being described in "Exhibit A" attached hereto.

Whereas, it is the desire of Owner to ratify and confirm the above described oil and gas lease.

Now therefore, in consideration of the premises and the sum of Five Dollars (\$5.00) and other good and sufficient consideration in hand paid to Owner by Lessee, the receipt and sufficiency of which are hereby expressly acknowledged by Owner, the parties agree as follows:

1. Owner ratifies and confirms the above described oil and gas lease and does hereby grant, lease and let the above described lands to Lessee in accordance with the terms and provisions of the above described lease, to the full Extent of Owner's right, title and interest in and to the oil, gas and other minerals on or underlying said lands.

2. Owner does further, for the consideration paid and received as aforesaid, expressly authorize and direct Lessee to make all payments on account of delay rentals, which might otherwise become payable from time to time to Owner under the provisions of the said oil and gas lease and this instrument, to other persons who have heretofore executed said lease, in the manner provided by the said lease as recorded, provided, however, that Owner reserves the right to share in the royalties payable in the event of production of oil, gas or other minerals from the lands above described under the provisions of the said oil and gas lease, as the interest of the Owner may then appear.

3. The parties agree that this instrument shall be binding upon them, their personal representatives, successors and assigns.

4. Payments to Owner shall be directed to the Office of the Brown County Treasurer.

May 22, 2017
(Exhibit #2)

This agreement is signed by Brown County Judge Ray West, acting by and through the Brown County Commissioners Court vote authorizing said action by vote on May 22, 2017.

E Ray West

OWNER, BROWN COUNTY
BY AND THROUGH
COUNTY JUDGE, E. RAY
WEST, III

Terry Newton

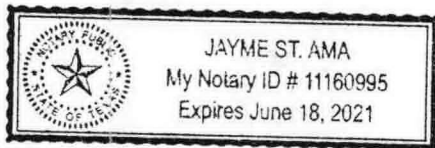
LESSEE, Terry Newton

ACKNOWLEDGMENTS

THE STATE OF TEXAS
COUNTY OF BROWN

BEFORE ME, the undersigned authority, on this day personally appeared, E. Ray West, III, as Brown County Judge, known to me to be the person whose name is subscribed to the foregoing Instrument, and acknowledged to me that he executed the same for purposes, therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the 22 day of May, 2017.

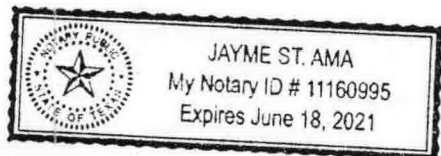


Jst Ama
NOTARY PUBLIC

THE STATE OF TEXAS
COUNTY OF BROWN

BEFORE ME, the undersigned authority, on this day personally appeared, Terry Newton, Known to me to be the person whose name is subscribed to the foregoing Instrument, and acknowledged to me that he executed the same for the purposes, therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the 22 day of May, 2017.



Jst Ama
NOTARY PUBLIC

EXHIBIT "A"

11.0 acres more or less, a part of the James Kinney Survey, No. 624, Abstract 579, containing the Southern States #2 Brown County Fee (RRC 7-B # 018427, described by the metes and bounds as follows, to wit:

BEGINNING on the Bangs and Crosscut road at a point twenty seven (27) yards from the South bank of the Jim Ned Creek for the East side of this road; Thence with the new road bed as now laid out by a jury of view and as now opened by the road overseer on the South of Jim Ned Creek to a point thirty-four (34) yards South East of the approach of the Jim Ned Bridge; Thence in a northerly direction so as to take fifteen(15) feet on the East side of said Bridge to the intersection of the Bangs and Crosscut road across the Creek; Thence in a southerly direction with the west line of said Bangs and Crosscut road across the creek to the place of beginning, and containing within the above bounds eleven (11) acres of land, and being the same land described in a deed from J.C. Mullins to Brown County, dated July 6, 1895, and recorded in Volume 43, page 83 of the Deed Records of Brown County, Texas.

INSTRUMENT NO.

1993

FILED MARCH 27, 2006 03:55 PM

RETURN TO:

DIAMIN INC
P O BOX 696
BANGS TEXAS 76823

ANY PROVISION HEREIN WHICH RESTRICTS THE SALE, RENTAL, OR USE OF THE DESCRIBED REAL PROPERTY BECAUSE OF COLOR OR RACE IS INVALID AND UNENFORCEABLE UNDER FEDERAL LAW.

STATE OF TEXAS
COUNTY OF BROWN

I hereby certify that this instrument was FILED in File Number Sequence on the date and at the time stamped hereon by me, and was duly RECORDED in the Official Public Records of Real property of Brown County, Texas.

RECORDED
COMPARED
INDEXED



DEPUTY MARGARET WOOD, COUNTY CLERK
BROWN COUNTY, TEXAS

Return to:

~~DIAMIN INC~~
~~PO BOX 696~~
~~Bangs TX 76823~~
Terry Newton
P.O. Box 433
Bangs TX 76823

SHARON FERGUSON

COUNTY CLERK



200 SOUTH BROADWAY, SUITE 101
BROWNWOOD TX 76801

PHONE (325) 643-2594

DO NOT DESTROY
WARNING-THIS IS PART OF THE OFFICIAL RECORD

INSTRUMENT NO. 1702887

FILED FOR REGISTRATION MAY 22, 2017 09:55AM 3PGS \$34.00

SUBMITTER: TERRY NEWTON

RETURN TO:

TERRY NEWTON
PO BOX 433
BANGS TX 76823

I hereby certify that this instrument was FILED in file number Sequence on the date and at the time stamped heron by me, and was duly RECORDED in the Official Public Records of Brown County, Texas.

By: Sharon Ferguson

ANY PROVISION WHICH RESTRICTS THE SALE, RENTAL OR USE OF THE DESCRIBED REAL PROPERTY
BECAUSE OF COLOR OR RACE IS INVALID AND UNENFORCEABLE UNDER FEDERAL LAW

