

MASTER LAND SERVICES CONTRACT

This Master Land Services Contract (the "Contract") is made and entered into effective this 26th day of March, 2024, between Probus Energy Services, LLC, whose mailing address is 209 W 2nd, #376, Fort Worth, Texas 76102 ("Company"), and Clifton Stamm, whose mailing/email address is Clifstamm1@gmail.com ("Contractor").

In consideration of the mutual covenants and agreements, and subject to the terms and conditions contained in this Contract, Company and Contractor agree as follows:

ARTICLE I. SERVICES PROVIDED BY CONTRACTOR

- A. Contractor shall provide on a non-exclusive basis such land related services as Company may request from time to time and Contractor agrees to perform such services. Those services shall generally relate to services and duties that are customarily a part of the oil and gas or mineral land function.
- B. All work and services provided by Contractor pursuant to this Contract shall be performed according to the specifications of Company, in a good and workman-like manner, with diligence and in accordance with good industry practices and procedures. Company shall exercise no control over Contractor's (i) employees, servants, agents representatives, or subcontractors, (ii) the employees, servants, agents or representatives of its subcontractors, or (iii) the methods or means employed by Contractor or its subcontractors in the performance of such work or services, Company being solely interested in the attainment of the desired results.
- C. Neither party may assign, or transfer this Contract, or any part thereof, without the advance written consent of the other. Any permitted assignee, transferee, delegate or subcontractor that performs any part of the services or other matters contracted for herein shall be bound by all of the terms and covenants of this Contract. Notwithstanding the foregoing, Company expressly agrees that Contractor () may, (X) may not, utilize or employ sub-brokers in performance of such services under this Contract as Contractor sees fit, which sub-brokers shall for all purposes hereunder be deemed to be subcontractors or employees, as the case may be, of Contractor. Company shall never have any duty or liability to such sub-contractors, including without limitation the obligation to pay to a subcontractor any fees, charges, per diem or expenses incurred in performance of this Contract. Contractor shall at all times be primarily liable to its subcontractors and agrees to defend, indemnify and hold harmless Company in connection herewith. Contractor agrees that it shall at all times be responsible for the performance of this Contract and for the performance of its subcontractors and delegates.

ARTICLE II. RELATIONSHIP OF COMPANY AND CONTRACTOR

- A. This Contract does not create an employer-employee relationship between Company and Contractor. Contractor shall at all times act as an independent contractor in furnishing all services under this Contract. Contractor shall have the right and responsibility for controlling or directing the means and methods of accomplishing the services. Further, Contractor shall be responsible for providing any equipment necessary to accomplish these services.

- B. Contractor, its employees, servants, agents, representatives or subcontractors shall not be entitled to any pension, health insurance, profit sharing or other benefits that Company provides for its employees.
- C. In the event that a services provided by Contractor shall include the acquisition of oil, gas or mineral leases, minerals, royalties, rights-of-way, seismic permits, options to acquire any of the foregoing, or interests in other real or personal property for the account of Company, Contractor shall act as agent on behalf of Company within the authority and for the purposes specified in the relevant Work Order, but shall have no authority to bind Company in any other manner or for any other purpose, or to enter into any contract or agreement on behalf of Company. Notwithstanding the foregoing, Company shall approve in advance the form of all oil and gas leases, seismic permits, options, and similar agreements to acquire real property interests.
- D. Company shall not be required to pay or withhold from any sums due to Contractor under this Contract, any payroll taxes, self-employment taxes, contributions for unemployment insurance, old age and survivor's insurance or annuities, or worker's compensation insurance which are based in whole or in part upon wages, salaries or other compensation paid to Contractor or its employees. Contractor shall be solely liable for the payment of such sums, if any, which may be due in connection with work performed pursuant to this Contract and shall defend, indemnify and hold harmless Company therefrom.
- E. Except as provided in Article IV.C. below, nothing herein contained shall be deemed to prevent either party from engaging in other activities for profit, either in the oil and gas business or otherwise, or, separately or collectively with one or more of the other parties in the future. Except as expressly prohibited in this Contract, the parties recognize Contractor's right to compete and/or to work for others.

ARTICLE III. TERM AND TERMINATION

- A. This Contract shall continue in full force and effect until terminated as herein provided.
- B. Either party may cancel this Contract without cause at any time by giving the other party thirty (30) days written notice.
- C. Any Work Order, and additional or further services provided in connection therewith, may be canceled by Company without cause at any time upon forty eight (48) hours advance notice, which notice shall be promptly confirmed in writing, or by Contractor in the same manner upon ten (10) days advance notice.
- D. Either party may immediately terminate this Contract or cancel any Work Order for good cause, which shall include (i) material breach of the terms to this Contract or to the Work Order, (ii) conduct by one party exposing the other to potential liability to a third party for tort or contract damages, or (iii) occurrence of either an event or events reasonably beyond the control of the terminating party or the discovery of information not reasonably known at the time of this Contract or commencement of any Work Order, either of which renders continuation commercially unreasonable.
- E. Upon termination of any Work Order or this Contract as provided in Article III.C or Article III.D, Contractor shall not invoice and Company shall not be liable for any further services performed. Notwithstanding the foregoing, termination of this Contract or cancellation of any Work Order

shall not extinguish or diminish those rights and obligations of either Company or Contractor that may have accrued prior thereto.

ARTICLE IV. CONFIDENTIALITY, NON-DISCLOSURE AND CONFLICT OF INTEREST

- A. Unless otherwise designated by Company, all work-related information, title information, areas of interest, maps, letters, memoranda, and other information provided by Company, and all other materials, plans, and negotiations with third parties concerning the services requested of Contractor under any Work Order are proprietary to Company and shall be held strictly confidential by Contractor, its employees and permitted subcontractors during the period that such Work Order is effective and for twelve (12) months thereafter. Contractor shall take all reasonable steps to identify such confidential information to its employees and permitted subcontractors, and to ensure that those parties observe the provisions of this paragraph. Any maps, reports and other work product produced by Contractor in the performance of this Contract shall be the exclusive property of Company, and shall be delivered to Company at its request within a reasonable time upon completion of services pursuant to the applicable Work Order.
- B. During the period that any Work Order is in effect, and for twelve (12) months thereafter, Contractor shall not negotiate for nor purchase oil, gas or mineral leases, royalties, fee or mineral interests, options for any of the foregoing, or seismic permits, nor perform for third parties any services which are the subject matter of this Contract, in the geographic area covered by the Work Order without Company's written consent.
- C. Contractor and Company agree that no employee of Company has a direct or indirect financial interest in Contractor's business. Company, its employees, directors or officers, may not request and shall not receive from Contractor any commissions, gifts or compensation of any type or value above that normally encountered in usual and customary business practices and exceeding either (i) those permitted under Company policy or (ii) what is permitted by applicable law.

ARTICLE V. MISCELLANEOUS

- A. All funds advanced by Company to Contractor for use on Company's behalf in connection with this Contract (the "Trust funds") shall be held by Contractor as Trustee for the benefit of Company and shall be disbursed by Contractor only in the manner and amounts approved by Company. All Trust funds shall be deposited in a federally insured bank or savings account separate and apart from Contractor's own funds, which account shall clearly be identified on the bank's records as a trust account. Company shall have the right, at any time, to withdraw or demand repayment of all or any part of the Trust funds that have not been previously authorized for disbursement. Upon such demand, Contractor shall immediately pay to Company all of said Trust funds. All earned interest attributable to the Trust funds, if any, shall belong to Company. In the event of Contractor's death or incapacity, all remaining Trust funds shall be returned to Company immediately upon Company's request, and the bank or savings institution shall be authorized to pay such funds directly to Company upon presentation of an original or copy of this Contract and evidence of the correct amount of such funds. Upon either authorized disbursement of all Trust funds, or return to Company of all remaining Trust funds on hand, the trust established by this paragraph shall terminate. Contractor shall account to Company in writing on a monthly basis for all Trust funds. The Trust funds shall never be a part of Contractor's estate.
- B. Company shall have the right at any time within two (2) years after making any payment hereunder to audit any and all records, books and invoices related thereto. This right survives the termination

of this Agreement. Company's failure to timely exercise its audit rights shall in no event constitute a waiver of any of Company's rights under this Contract, or otherwise.

- C. Contractor agrees to pay all claims for labor, material, services and supplies necessary to accomplish the work or service to be performed by Contractor, and Contractor agrees to allow no lien or charge to be fixed upon any lease or other property of Company.
- D. Unless otherwise agreed, Contractor shall invoice Company no less often than monthly, nor more frequently than biweekly for fees and expenses incurred in accordance with the terms of this Contract. Company shall pay contractor's invoices within thirty (30) days of receipt of invoice by Company.
- E. Contractor shall be solely responsible for all its own insurance and shall at all times maintain such types and amounts of insurance, including without limitation, automobile, general liability and worker's compensation insurance, as may be reasonably required by Company. Contractor shall furnish to Company proof of required insurance upon request.
- F. Contractor and Company each agree to defend, indemnify and hold harmless the other from any claims, losses, damages, attorneys fees, court costs, out-of-court costs, or reasonable expenses of litigation, arising out of the indemnifying party's performance or non-performance of services, duties or obligations in connection with this contract. This indemnity provision is limited to the extent necessary to comply with any applicable state or federal law, and this provision is deemed to be amended to comply therewith. The limit of the indemnity provided herein shall not exceed the maximum lawful amount permitted by the laws of the applicable jurisdiction. By signing this Contract, Contractor and Company each hereby acknowledge that the laws, rules and regulations governing indemnity provisions differ on a state by state basis. Each party is hereby encouraged to seek counsel, if necessary, to become familiar with and understand the laws, rules and regulations affecting indemnity provisions of the state specified in Article V.G.
- G. This Contract shall be governed by the laws of the State of Texas, without reference to conflict of law rules or principles. All services provided pursuant to this Contract shall be performed in accordance with applicable laws, rules and regulations.
- H. This Contract, and any related Work Order, constitutes the entire agreement of the parties and supersedes all prior agreements and understandings between the parties. If any part of this Contract shall be unenforceable for any reason, the remaining parts of the Contract shall nevertheless be binding upon and inure to the benefit of the parties.
- I. The failure of either Company or Contractor to exercise any of its rights under this Contract shall not constitute a waiver of such rights with respect to any future occurrence or breach of this Contract.
- J. All notices required or permitted in connection with this Contract shall be delivered in the manner provided herein to the parties' address above. Notices required to be in writing may be delivered by certified mail, properly addressed and with all postage paid, by courier, by facsimile transmission, or by e-mail. Unless otherwise specified herein, all notices shall be effective when received. Any party may change their address for notices in writing to the other party.
- K. Contractor agrees that all of its services provided hereunder for the account of Company shall be conducted ethically in accordance with the Code of Ethics and Standards of Practice published by

the American Association of Professional Landmen, a copy of which is attached as Exhibit "B" hereto.

- L. Due to the nature of the relations of the Company and the Contractor, as outlined in Article II above, the Contractor agrees to identify themselves as an independent contractor that provides services to the Company, and to never give the impression that they are an employee of the Company. This applies to any situation where is matter may be brought up, and specifically in any written correspondence, emails, conversations, social media profiles, social media post, resumes, work history summaries, references or any conversation related to work performed on behalf of the Company.

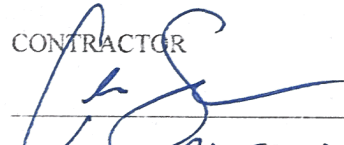
ARTICLE VI. EXECUTION

This Contract may be executed in any number of counterparts or duplicate originals, but shall not be binding upon any party hereto unless and until executed and accepted by all parties. Counterparts may be delivered by e-mail, facsimile, or other form of electronic delivery. When properly executed and accepted, this Contract shall be binding upon and inure to the benefit of Contractor and Company, their respective heirs, successors and assigns.

PROBUS ENERGY SERVICES, LLC

By: _____

CONTRACTOR



Printed Name: CLIFTON STAMM

EXHIBIT “A”

This exhibit is attached to and made a part of that certain Master Land Service Contract (“Contract”) dated March 26th, 2024, by and between Probus Energy Services, LLC (“Company”) and Clifton Stamm (“Contractor”).

In the event of a conflict between the language of the printed Master Service Agreement and this exhibit, the language of this exhibit shall prevail.

The Company will pay the Contractor a rate of \$37.50 per hour worked, under the terms of the Contract.

Contractor agrees not to contact any client, or potential client, of the Company at any time during the term of this Contract, and for a period of one (1) year after the termination of this Contract, without prior written consent. Furthermore, Contractor acknowledges that any unauthorized contact with a client, or potential client, will likely cause financial and/or reputational damage to the Company.

Contractor acknowledges that the Company uses a time keeping app (or software program) called Harvest. The Company will add the Contractor to its Harvest account, and Contractor agrees to use Harvest to log all hours worked and input any expense incurred on all projects for the Company.

By submitting hours into the Company’s Harvest account, Contractor represents that the hours submitted are accurate and that the Contractor has performed work for all time which they have entered. Contractor agrees to submit their hours by the end of each work day, and always keep hour billings up to date.

The Company has two billing periods per month. The first is from the 1st of every month to the 15th. The second is from the 16th of every month to the end of the same month. The digital invoice for the Contractor is submitted to the Company internally on the 16th (for time worked between the 1st and 15th) and 1st (for time worked between the 16th and end of month) of each month.

Once the invoice is submitted to the Company, the Company agrees to use its best efforts to pay the Contractor within 30 days regardless of whether the Company has received payment for that same work. The Company may wish to pay by utilizing Direct Deposit, but reserves the right to pay by check if more convenient.

EXHIBIT “B”

This exhibit is attached to and made a part of that certain Master Land Service Contract (“Contract”) dated March 26th, 2024, by and between Probus Energy Services, LLC (“Company”) and Clifton Stamm (“Contractor”).



CODE OF ETHICS AND STANDARDS OF PRACTICE

The Code of Ethics shall be the basis of conduct, business principles and ideals for the members of the AAPL; and it shall be understood that conduct of any member of the Association inconsistent with the provisions set forth in this Article shall be considered unethical and the individual's membership status shall be subject to review for possible disciplinary action as prescribed in Article XVI of these Bylaws.

In the area of human endeavor involving trading under competitive conditions, ethical standards for fair and honest dealing can be made increasingly meaningful by an association organized and dedicated not only to the definition, maintenance and enforcement of such standards, but to the improvement and education of its members as set out in the Standards of Practice. Such is the objective of the AAPL, and such is its public trust.

SECTION 1

It shall be the duty of the Land Professional at all times to promote and, in a fair and honest manner, represent the industry to the public at large with the view of establishing and maintaining goodwill between the industry and the public and among industry parties.

The Land Professional, in his dealings with landowners, industry parties and others outside the industry, shall conduct himself in a manner consistent with fairness and honesty, such as to maintain the respect of the public.

SECTION 2

Competition among those engaged in the mineral and energy industries shall be kept at a high level with careful adherence to established rules of honesty and courtesy.

A Land Professional shall not betray his partner's, employer's, or client's trust by directly turning confidential information to personal gain.

The Land Professional shall exercise the utmost good faith and loyalty to his employer (or client) and shall not act adversely or engage in any enterprise in conflict with the interest of his employer (or client). Further, he shall act in good faith in his dealings with the industry associates.

The Land Professional shall represent others in his areas of expertise and shall not represent himself to be skilled in professional areas in which he is not professionally qualified.

FILING A COMPLAINT

Any person, whether a member or not, having reason to believe that a member is guilty of any conduct subject to disciplinary action, may file a complaint in writing with the executive vice president. The complaint must be signed and dated by the complaining person and accompanied by a statement in support of the complaint. A complaint may be in any form that gives the information required. The executive vice president shall refer any complaint to the chairman of the Ethics Committee, who shall notify all members.

[FILE A COMPLAINT](#)

DISCIPLINARY ACTIONS

Conduct of any member of the Association inconsistent with the provisions set forth in the Code of Ethics shall be considered unethical and said individual's membership status shall be subject to review for possible disciplinary action.

The Ethics chairman, or the Ethics assistant chairman acting in his place, shall notify the accused member in writing as to the committee's decision within a reasonable time but not later than thirty days from the decision of one of the following: (a) dismissal of complaint; (b) censure; (c) suspension of membership for a stated period of time; (d) allowed to resign; (e) expulsion; (f) revocation or suspension of certification.

If censure is the decision, the chairman shall so notify all participants in the proceedings and the Board of Directors. If the decision of the Ethics Committee is suspension, allowance of resignation, or expulsion, and no appeal has been filed within thirty days after notice of such decision, the Ethics Committee shall thereafter notify all members of such decision in an AAPL authorized publication.

STANDARDS OF PRACTICE

The Bylaws of the American Association of Professional Landmen provide that a Code of Ethics has been established "to inspire and maintain a high standard of professional conduct" for the members of the Association. The Code of Ethics is the basis of conduct, business principles and ideals for AAPL members. This standard of professional conduct and these guiding principles and ideals mandated by the Code of Ethics within the AAPL Bylaws are summarized as follows:

- A. Fair and honest dealing with landowners, industry associates and the general public so as to preserve the integrity of the profession (Article XVI, Section 1);
- B. Adherence to a high standard of conduct in fulfilling his fiduciary duties to a principal (Article XVI, Section 2);
- C. Avoiding business activity which may conflict with the interest of his employer or client or result in the unauthorized disclosure or misuse of confidential information (Article XVI, Section 2);
- D. Performance of professional services in a competent manner (Article XVI, Section 2);
- E. Adherence to any provisions of the Bylaws, Code of Ethics, or any rule, regulation, or order adopted pursuant thereto (Article V, Section 9);
- F. Avoiding the aiding or abetting of any unauthorized use of the title "Certified Professional Landman," "Registered Professional Landman," "P.Land" or "CPL/ESA" (Article V, Section 9); and
- G. Avoiding any act or conduct which causes disrespect for or lack of confidence in the member to act professionally as a land professional (Article V, Section 9).

The masculine gender used herein shall refer to both men and women landmen. (*References are to the applicable Article and Section of the AAPL Bylaws.)

PREAMBLE

Under all is the land. Upon its wise utilization and widely allocated ownership depend the survival and growth of free institutions and of our civilization. The Code of Ethics shall be the basis of conduct, business principles and ideals for the members of the American Association of Professional Landmen. In the area of human endeavor involving trading under competitive conditions, ethical standards for fair and honest dealing can be made increasingly meaningful by an association organized and dedicated not only to the definition, maintenance and enforcement of such standards but to the improvement and education of its members. Such is the objective of the American Association of Professional Landmen and such is its public trust.

Such standards impose obligations beyond those of ordinary trading. They impose grave social responsibility and a duty to which the land professional should dedicate himself. A land professional, therefore, is zealous to maintain and improve the standards of his calling and shares with his fellow land professional's common responsibility for its integrity and honor. The term "Land Professional" has come to connote competency, fairness, integrity and moral conduct in business relations. No inducement of profit and no instruction from clients can ever justify departure from these ideals. In order to inform the members of the specific conduct, business principles and ideals mandated by the Code of Ethics, the Association has adopted the following Standards of Practice, and every member shall conduct his business in accordance therewith:

In justice to those who place their interests in his care, a land professional shall be informed regarding laws, proposed legislation, governmental regulations, public policies and current market conditions in his area of represented expertise, in order to be in a position to advise his employer or client properly (D, E).*

(* References are to the foregoing summary of the standards of professional conduct and guiding principles and ideals mandated by the Code of Ethics and AAPL Bylaws.

It is the duty of the land professional to protect the members of the public with whom he deals against fraud, misrepresentation and unethical practices. He shall eliminate any practices which could be damaging to the public or bring discredit to the petroleum mining or environmental industries.

In accepting employment, the land professional pledges himself to protect and promote the interests of his employer or client. This obligation of absolute fidelity to the employer's or client's interest is primary but it does not relieve the land professional of his obligation to treat fairly all parties to any transaction, or act in an ethical manner (A, B).

The land professional shall not accept compensation from more than one principal for providing the same service, nor accept compensation from one party to a transaction, without the full knowledge of all principals or parties to the transaction (B, C).

The land professional shall not deny equal professional services to any person for reasons of race, creed, sex or country of national origin. The land professional shall not be a party to any plan or agreement to discriminate against a person or persons on the basis of race, creed, sex or country of national origin.

A land professional shall provide a level of competent service in keeping with the standards of practice in those fields in which a land professional customarily engages. The land professional shall not represent himself to be skilled in nor shall he engage in professional areas in which he is not qualified such as the practice of law, geology, engineering or other disciplines (D).

The land professional shall not undertake to provide professional services concerning a property or a transaction where he has a present or contemplated interest unless such interest is specifically disclosed to all affected parties (C).

The land professional shall not acquire for himself or others an interest in property which he is called upon to purchase for his principal, employer or client. He shall disclose his interest in the area which might be in conflict with his principal, employer or client. In leasing any property or negotiating for the sale of any block of leases, including lands owned by himself or in which he has any interest, a land professional shall reveal the facts of his ownership or interest to the potential buyer (C).

If a land professional is charged with unethical practice or is asked to present evidence in any disciplinary proceeding or investigation or has direct knowledge of apparent unethical misconduct of another member, he shall place all pertinent facts before the proper authority of the American Association of Professional Landmen (E).

The land professional shall not accept any commission, rebate, interest, overriding royalty or other profit on transactions made for an employer or client without the employer's or client's knowledge and consent (B).

The land professional shall avoid business activity which may conflict with the interest of his employer or client or result in the unauthorized disclosure or misuse of confidential information.

The land professional shall at all times present an accurate representation in his advertising and disclosures to the public (A).

The land professional shall not aid or abet the unauthorized use of the title "Certified Professional Landman (CPL)," "Registered Professional Landman (RPL)," "Registered Landman (RL)," "P.Land" (Canadian designation) and "CPL/ESA."

The land professional shall not participate in conduct which causes him to be convicted, adjudged or otherwise recorded as guilty by any court of competent jurisdiction of any felony, any offense involving fraud as an essential element, or any other serious crime.

MEMBER EXPULSION LIST

The following individuals have been expelled from membership in the AAPL due to violation(s) of AAPL's Code of Ethics and Standards of Practice. Last known work locations and member numbers have been included to provide clarity for these individuals.

W. Scott Carlson #4895 - Brenham, TX

William B. Castle Jr. #635 - Lake Charles, LA

Robert Coker #78330 - Memphis, TN

Wayland P. Crawley #4919 - Burleson, TX

James H. Davis - Palestine, TX

Anthony Dale Farr - Morgantown, WV

Steven Fisackerly #77748 - Houston, TX

William A. "Bill" LaFleur #72174 - Dallas, TX

Seth S. Miller #64956 - Shreveport, LA

Bobby Charles Mitchell Sr. - Jackson, MS

Mark J. Mueller #3294 - Tyler, TX

William B. Parmeter - Houston, TX

Frank E. Patton Jr. #3440 - Fort Smith, AR

Joshua D. Roberts #77548 - Mt. Lebanon, PA

John L. Robertson #4073 - Jasper, TX

Drew Scott

Gary Sheffield #114570 - Charlotte, NC

Kyle Smith #55431 - Longview, TX

Thomas G. Thompson #5807 - Tyler, TX

Kelly C. O'Connor - Coppell, TX