#### TRACT 43434 - Caddo Parish, Louisiana

A certain Tract of land, excluding the beds and bottoms of all navigable waters, belonging to and not presently under mineral lease from Caddo Parish Commission on August 14, 2013, being more fully described as follows: All that portion of the dedicated highways, roads, alleys and right of ways owned by the Parish of Caddo being located in Section 2, Township 19 North, Range 16 West, locally known as Greenwood Mooringsport Road (Hwy. 169) and Brown Road containing 9.17 acres more or less; Section 3, Township 19 North, Range 16 West, None; Section 4, Township 19 North, Range 16 West, road dedication containing .92 acres more or less; Section 33, Township 20 North, Range 16 West, locally known as Hereford Road containing 2.27 acres more or less; Section 34, Township 20 North, Range 16 West, locally known as Hereford Road and Caddo Lake Road, containing 9.13 acres more or less; Section 35, Township 20 North, Range 16 West, locally known as Caddo Lake Road, Caddo Lease Road, Agurs, Evelyn, Lakeview, Elgin, alley dedications, Francis, Pickering and Dickey, containing 13.43 acres more or less; Section 26, Township 20 North, Range 16 West, locally known as Caddo Lake Road containing 3.63 acres more or less; Section 27, Township 20 North, Range 16 West locally known as Caddo Lake Road, containing 13.86 acres more or less, Section 28, Township 20 North, Range 16 West, None, all being located in Caddo Parish, Louisiana and together containing 52.41 acres, all as more particularly outlined on a plat on file in the Office of Mineral Resources, Department of Natural Resources. The description is based on information provided by the State Agency regarding location and ownership of surface and mineral rights. All bearings, distances and coordinates, if applicable, are based on Louisiana Coordinate System of 1927, (North or South Zone).

NOTE: The above description of the Tract nominated for lease has been provided and corrected, where required, exclusively by the nomination party. Any mineral lease selected from this Tract and awarded by the Louisiana State Mineral and Energy Board shall be without warranty of any kind, either express, implied, or statutory, including, but not limited to, the implied warranties of merchantability and fitness for a particular purpose. Should the mineral lease awarded by the Louisiana State Mineral and Energy Board be subsequently modified, cancelled or abrogated due to the existence of conflicting leases, operating agreements, private claims or other future obligations or conditions which may affect all or portion of the leased Tract, it shall not relieve the Lessee of obligation to pay any bonus due thereon to the Louisiana State Mineral and Energy Board, nor shall the Louisiana State Mineral and Energy Board be obligated to refund any consideration paid by the Lessor prior to such modification, cancellation, or abrogation, including, but not limited to, bonuses, rentals and royalties.

NOTE: Lessee, its successors or assigns, may produce oil, gas and other minerals from the leased premises by drilling from a surface location on other lands, but notwithstanding any other provision of this lease, Lessee, its successors or assigns, shall not use the surface location of the Lessor's property for drilling or any other operations without prior

written permission of Lessor, which permission may be withheld at Lessor's discretion.

NOTE: Notwithstanding anything to the contrary herein contained, at the end of the primary term or any extension thereof by operations, if the Commissioner of Conservation of the State of Louisiana establishes a drilling unit which includes a part of the land herein leased, the production of oil, gas and other minerals from such unit shall maintain this lease in full force and effect only as to such portions of the leased land embraced in said pooled unit; and this lease shall expire as to that part of the land herein leased not included in such unit; and Lessee, its successors and assigns agrees to relinquish by formal instrument any portion of the leased land not included in a unit created by the Commissioner of Conservation while this lease is in effect.

NOTE: Upon the expiration of the primary term hereof or any extension thereof by operations, this lease shall automatically terminate and be of no further force or effect except as to all that part of the leased premises then included within the geographical boundaries of a producing duly established by governmental agency or authority having jurisdiction, from the surface of the earth to a depth of 100 feet below the deepest depth from which any well commenced during the primary term hereof on the leased premises or on lands pooled therewith is completed and from which there is production in paying quantities, such depth determination to be made on a unit by unit basis. In the absence of units so established, this lease shall terminate except as to 40 acres around each producing oil well and 160 acres around each producing or shut-in gas well located on the leased premises, in as near the form of a square as is practicable, from the surface of the earth down to a depth of 100 feet below the deepest depth from which said well or wells are completed and is production in paying quantities, such depth from which there determination to be made on a well by well basis.

NOTE: The Caddo Parish Commission will require a minimum royalty of 25%.

NOTE: The Caddo Parish Commission will require a minimum bonus provision of \$500.00 per acre.

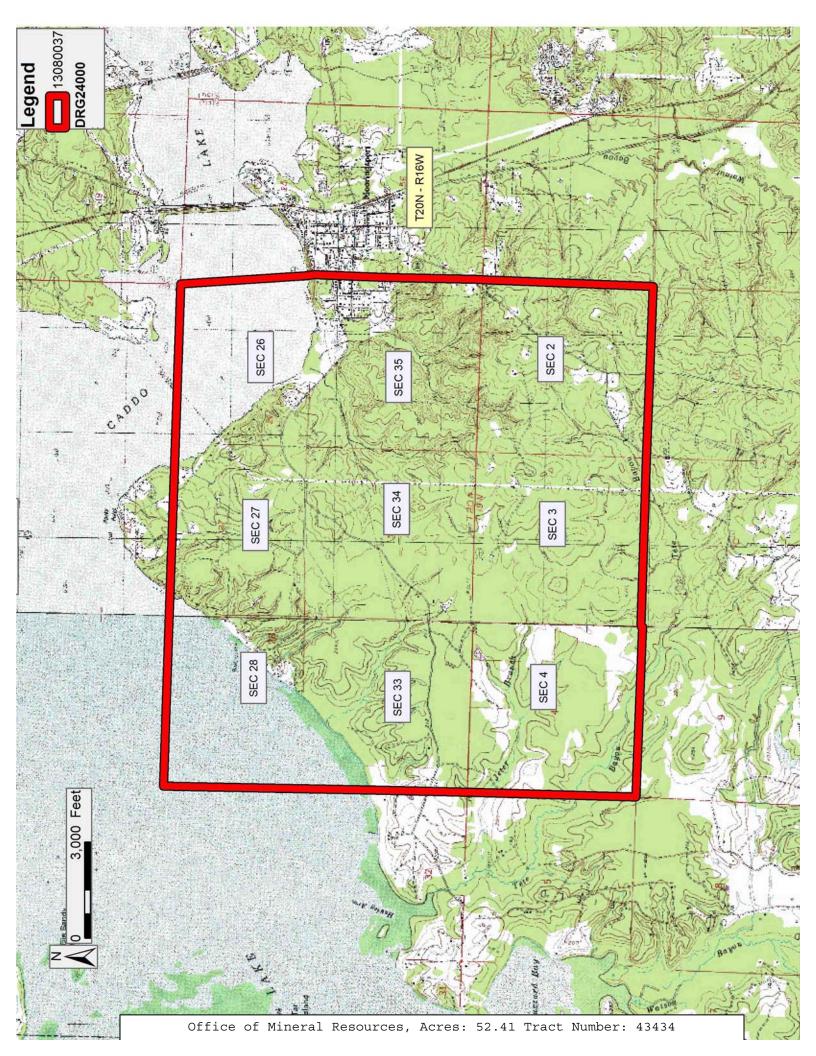
NOTE: Caddo Parish Commission hereby reserves until itself and excludes from any such lease all mineral rights from the surface down to a depth of 3,000 feet subsurface.

NOTE: Lessee agrees that all production royalties due and payable under this oil, gas and mineral lease shall be due and payable and calculated from the date that the production of oil, gas and other hydrocarbons first occurs from any unit, whether voluntary or established by the Commissioner of Conservation, in which all or any part of the property herein described is included, even if said production occurs prior to the effective date of this lease.

NOTE: Primary term of lease shall not exceed three (3) years.

Applicant: STRATA ACQUISITIONS LLC to Agency and by Resolution from the Caddo Parish Commission authorizing the Mineral Board to act in its behalf

Bidder	Cash	Price/	Rental	Oil	Gas	Other
	Payment	Acre				



#### TRACT 43435 - Caddo Parish, Louisiana

A certain Tract of land, excluding the beds and bottoms of all navigable waters, belonging to and not presently under mineral lease from Caddo Levee District on August 14, 2013, being more fully described as follows: All of fractional Section 5, Township 15 North, Range 13 West, Caddo Parish, Louisiana, containing approximately 147.76 acres, all as more particularly outlined on a plat on file in the Office of Mineral Resources, Department of Natural Resources. The description is based on information provided by the State Agency regarding location and ownership of surface and mineral rights. All bearings, distances and coordinates, if applicable, are based on Louisiana Coordinate System of 1927, (North or South Zone).

NOTE: The above description of the Tract nominated for lease has been provided and corrected, where required, exclusively by the nomination party. Any mineral lease selected from this Tract and awarded by the Louisiana State Mineral and Energy Board shall be without warranty of any kind, either express, implied, or statutory, including, but not limited to, the implied warranties of merchantability and fitness for a particular purpose. Should the mineral lease awarded by the Louisiana State Mineral and Energy Board be subsequently modified, cancelled or abrogated due to the existence of conflicting leases, operating agreements, private claims or other future obligations or conditions which may affect all or any portion of the leased Tract, it shall not relieve the Lessee of obligation to pay any bonus due thereon to the Louisiana State Mineral and Energy Board, nor shall the Louisiana State Mineral and Energy Board be obligated to refund any consideration paid by the Lessor prior to such modification, cancellation, or abrogation, including, but not limited to, bonuses, rentals and royalties.

NOTE: The fair market value shall be paid to Lessor for all merchantable timber removed or destroyed in conducting operations on the above described tract.

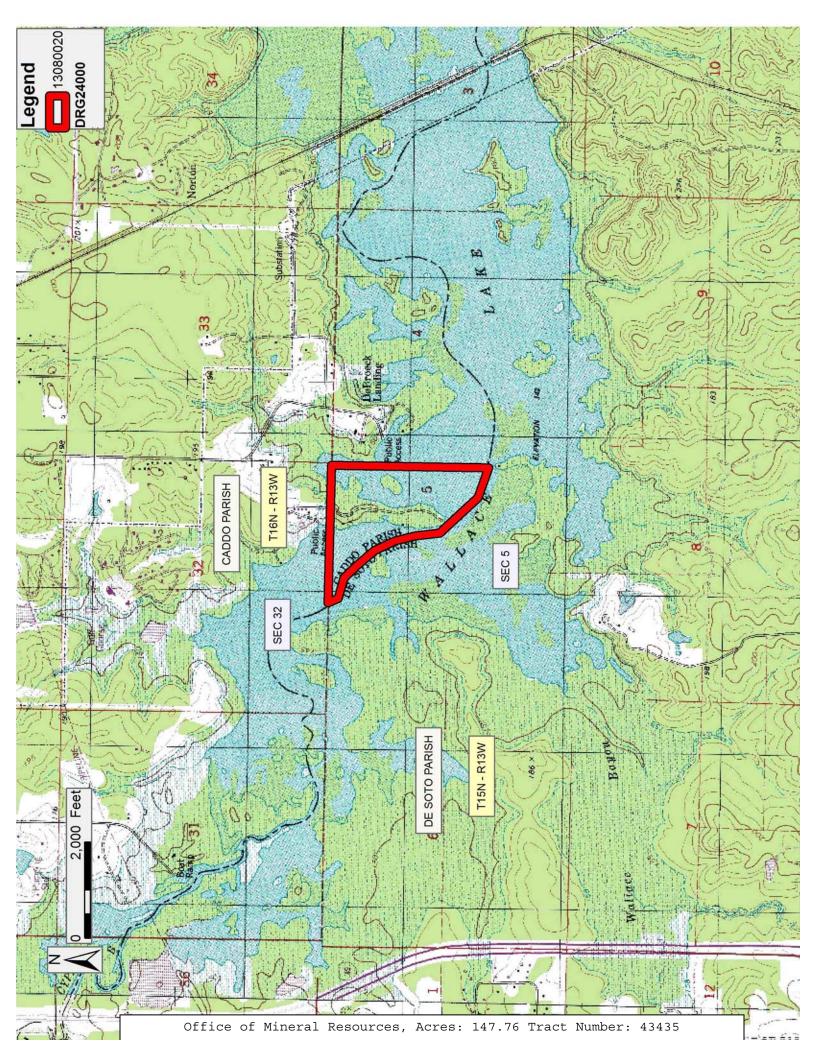
NOTE: At the end of the primary term of the lease, Lessee shall release all depths one hundred feet (100') below the stratigraphic equivalent of the deepest producing interval in any well drilled on the leased premises or on any unit containing all or any portion thereof. Said release shall be in written and recordable form. In the event that a well is drilling at the end of the primary term on the leased premises or on a unit containing all or part of the leased premises, the herein required release shall be provided to Lessor when such well is completed either as a producer or a dry hole.

NOTE: The Caddo Levee District will accept the following minimum percentages for the submitted acreage above: No less than 25% revenue from production.

NOTE: The Caddo Levee District requests the primary term of the lease to be no more than thirty-six (36) months from date of execution of the lease.

Applicant: THEOPHILUS OIL, GAS & LAND SERVICES, LLC to Agency and by Resolution from the Caddo Levee District authorizing the Mineral Board to act in its behalf

Bidder	Cash	Price/	Rental	Oil	Gas	Other
	Payment	Acre				
			1			



# TRACT 43436 - East Baton Rouge Parish, Louisiana

A certain Tract of land, excluding the beds and bottoms of all navigable waters, belonging to and not presently under mineral lease from Lsu Board Of Supervisors on August 14, 2013, being more fully described as follows: Beginning at the common corner of Sections 74, 1, and 43, Township 8 South, Range 1 West; thence North 31 degrees East 603.2 feet; thence South 32 degrees 35 minutes East 810.63 feet; thence North 31 degrees East 300 feet; thence South 32 degrees 31 minutes 17 seconds East 869.59 feet; thence South 8 degrees 40 minutes West 3,317.50 feet; thence North 85 degrees 20 minutes West 1,685.50 feet; thence North 82 degrees 35 minutes West 5,711.30 feet; thence North 8 degrees 30 minutes East 3,905.40 feet; thence South 82 degrees 7 minutes 46 seconds East 5,952.92 feet to the point of beginning, containing approximately 659.96 acres, all as more particularly outlined on a plat on file in the Office of Mineral Resources, Department of Natural Resources. The description is based on information provided by the State Agency regarding location and ownership of surface and mineral rights. All bearings, distances and coordinates, if applicable, are based on Louisiana Coordinate System of 1927, (North or South Zone).

NOTE: The above description of the Tract nominated for lease has been provided and corrected, where required, exclusively by the nomination party. Any mineral lease selected from this Tract and awarded by the Louisiana State Mineral and Energy Board shall be without warranty of any kind, either express, implied, or statutory, including, but not limited to, the implied warranties of merchantability and fitness for a particular purpose. Should the mineral lease awarded by the Louisiana State Mineral and Energy Board be subsequently modified, cancelled or abrogated due to the existence of conflicting leases, operating agreements, private claims or other future obligations or conditions which may affect all or any portion of the leased Tract, it shall not relieve the Lessee of the obligation to pay any bonus due thereon to the Louisiana State Mineral and Energy Board, nor shall the Louisiana State Mineral and Energy Board be obligated to refund any consideration paid by the Lessor prior to such modification, cancellation, or abrogation, including, but not limited to, bonuses, rentals and royalties.

NOTE: Louisiana State University System will require a minimum bid of 22.5% and \$250 per acre.

NOTE: The following provisions shall control over any of the printed provisions appearing in said lease.

(1) It is distinctly understood and agreed that the lands comprising the leased premises are being used and have been used for many years as an agricultural research station and/or for purposes of an educational institution and that in the drilling of wells and the production thereof

and conducting operations hereunder, LESSEE shall not affect the use of said lands for such purposes. LESSEE shall comply with the following:

- (a) Notwithstanding any other provisions hereof, the LESSOR's approval, in writing and recorded in the records of the clerk of court for the parish in which the leased premise is located, is required as to the time, place and type of operations, if any, to be allowed on the surface of the leased premises, or within 4000 feet below the surface, and such decision by the LESSOR shall be final and conclusive. Damages for LESSEE's use of the surface shall be agreed to in writing and paid prior to LESSEE beginning operations on the surface and shall take into account the research nature of the property.
- (b) LESSEE shall conduct all operations on the property to occupy as little surface area as is reasonably necessary and to cause the least damage, interference or inconvenience to LESSOR and LESSOR's present and future tenants.
- (c) Not more than one battery of tanks shall be placed on the leased premises.
- (d) No building or structures shall be placed on said leased premises except such as are absolutely necessary for the production of the named minerals, and LESSEE must obtain LESSOR's written consent prior to construction of permanent buildings or structures.
- (e) No well shall be drilled within five hundred feet (500') of any residence, water well, pond, barn or other building on said land without LESSOR's written consent.
- (f) LESSEE shall have no right to construct pipelines or use roads across the leased premises unless the leased premises participates in the production carried through such pipelines or participates in production from each well serviced by such roads.
- Prior to building any roads on the leased premises, LESSEE shall give LESSOR thirty (30) days written notice. Said notice, shall be accompanied by a plat showing the proposed location. Any existing all weather road (shell, limestone or gravel) on the premises used in exploration, shall be shelled with one inch (1") of clam shell or crushed rock, two inches (2") of reef shell, or a comparable amount of limestone, prior to the commencement of operations so as to maintain the integrity of the roadbed with the use of heavy oil field equipment. Roads must be maintained to this standard as needed. Any dirt road following field boundaries or other permanent field dirt roads must be used rather than constructing new roads. Dirt roads used must be shelled with three inches (3") of reef shell or three inches (3") of clam shell or crushed rock, or a comparable amount of limestone, so as to make them all weather and

permanent. Upon LESSOR's demand, LESSEE shall build, at its sole expense, permanent roads to each producing location on the property. Such roads shall be properly ditched, and bridged for drainage, follow existing roads to the extent possible, trace section and field boundaries where possible. Should such roads cross fence lines, LESSEE shall build permanent cattle quards and install corner posts and swinging gates. LESSEE shall maintain complete enclosure at all times where fences exist, especially to maintain security of LESSOR's forests, livestock and crops. LESSEE shall immediately restore all fences cut or altered by reason of its operations. All fences repaired shall be maintained at existing tension or stronger. All wood posts installed by LESSEE shall be Evr-wood or equal, not less than six inches in diameter and eight feet in length. All wood fence braces placed by LESSEE shall consist of at least two pieces of two by six inch Evr-wood or equal lumber. Vehicular equipment utilized by LESSEE shall not traverse the property during wet conditions except over all weather roads.

- (h) LESSEE shall at its sole expense construct permanent fencing to enclose pumping units, reserve pits, tank batteries and machinery.
- (i) LESSEE shall give thirty (30) days notice prior to conducting any operations, including, but not limited to, the building of roads, pits and drill sites on the property which will necessitate the cutting of timber or the disturbing of crops, livestock or other experiments, educational activities, or research. The notice will be in writing and will be accompanied by a plat or map, showing the proposed location of such operations.
- (j) LESSEE shall not, without the express written approval of LESSOR, use, employ or construct earthen pits as part of its operations on the lands held hereunder.
- (k) All pits and other excavations, including canals and ditches, if allowed on the premises, when no longer required, shall be emptied of sludge and other contents, which shall be disposed of off of the leased premises, and shall be filled, tamped and leveled as required by LESSOR.
- (1) LESSEE, shall bury and maintain all pipe installed on the property to a depth of at least forty-eight inches (48") measured from the land's normal existing surface to the top of the pipe, it being contemplated that this depth will permit safe movement of heavy equipment and plowing and leveling operations over the pipe. All topsoil must be placed on top of the clay when backfilling ditches so as to keep the integrity of the surface the same as before ditching. Should soil consistency or ground conditions indicate a deeper installation depth for safe movement of equipment and plowing, then LESSEE shall install and

maintain the pipe at a greater depth so the pipe and equipment are protected. Should the pipe traverse drainage canals, drainage ditches, irrigation canals or bayous, LESSEE shall bury and maintain the pipe at these locations so that the top of the pipe shall be not less than sixty inches (60") below the bottom of the canals, ditches or bayous. Under no circumstances will LESSEE impede drainage or irrigation of the property. LESSEE shall not construct canals or ditches without LESSOR's prior written approval. LESSOR shall have the right to compel LESSEE to construct bulkheads, plugs, dams and other structures required to regulate effectively the flow of water in each ditch, canal confluence and intersection constructed by LESSEE. All these structures shall be installed and maintained by LESSEE at its expense.

- (m) The ground around the wells and all installations shall be kept free of trash and debris and kept in as good condition as the surrounding terrain.
- (n) In all disputes involving discharge of oil, saltwater or other noxious substances on the property, LESSEE shall bear the burden of proving these substances did not originate from its operations and that the presence of such substances did not damage the leased premises or LESSOR's other property. LESSEE shall not store saltwater on the surface except in fiberglass or steel tankage on a temporary basis. Disposing of saltwater off of the leased premises shall be the sole permissible method of saltwater disposal. LESSEE shall not discharge other noxious substances onto or under the property.
- Within ninety (90) days after the completion or abandonment (0) of each well, the land surrounding that well (the surface of which may have been disturbed by the operations hereunder) shall be restored by LESSEE to as close as reasonably possible its condition prior to being so disturbed without regard to wear and tear or custom in the industry. Any equipment, machinery, buildings, fences, or other items placed on the property by LESSEE shall be removed if so required by LESSOR within the time period allotted herein. If LESSEE fails to fulfill obligation after demand has been made to do so, LESSOR may have the necessary work done to accomplish this at LESSEE's expense, even if this lease has otherwise terminated. Should LESSOR be required to legally enforce its rights under this paragraph and, as a result, LESSEE be held responsible for restoration costs, LESSOR shall be entitled to recover its costs and expenses of such enforcement and reasonable attorney's fees from LESSEE.
- (p) (1) Following abandonment of exploration or drilling operations, or termination of production or plugging and remediation activities, LESSEE shall notify LESSOR in writing of the existence of any roads on the leased premises which are no

longer required for its operations, and LESSEE shall remove all roads it may have constructed incident to the operations on the leased premises which have been terminated, unless LESSOR gives LESSEE written notice to leave the roads in good condition and intact. In the event of removal in accordance with the preceding sentence, LESSEE shall restore the areas underlying the roads as close as reasonably possible to their original condition, without regard to wear and tear or the custom in the industry, and shall apply sufficient fertilizer, soil dressing and seed to restore vegetation, and provide adequate drainage.

- (2) Upon termination of this lease, or portion thereof upon which pipelines are located, LESSEE shall notify LESSOR in writing that pipelines exist on the leased premises and request authority to remove them, which is required if LESSOR so requires. LESSEE shall not have the right to remove the pipelines if LESSOR requests that they stay.
- (3) If LESSOR determines that the pipelines are not to be removed, LESSOR shall notify LESSEE in writing, and LESSEE shall flush all pipelines, fill them with water and cap the ends to a permanent seal.
- (4) LESSEE shall not drill fresh water wells on the premises unless previously agreed in writing by LESSOR AND LESSEE in LESSOR'S sole discretion. Additionally, LESSEE shall not use fresh water wells or ponds belonging to LESSOR without prior written approval granted in LESSOR'S sole discretion. In the event LESSEE is granted permission by LESSOR to drill water wells, LESSOR shall have the right to retain all of the fresh water wells drilled by LESSEE on the property and the related pumps, upon paying the salvage value of the equipment in and on the well, less the cost of salvage.
- (5) LESSEE, at its cost, shall remove all mud and chemicals from the premises upon cessation of drilling operations, backfill all pits and ditches, as previously provided, fertilize and otherwise restore the soils fertility level in the area upon which it conducted operations, and fully restore the property to as close as reasonably possible its condition prior to LESSEE's operations, without regard to wear and tear or the custom in the industry.
- (q) LESSEE shall furnish bond as may be required at any time or times by LESSOR, or such other security in lieu thereof as may be acceptable to LESSOR, conditioned upon faithful performance of the obligations set forth in this lease.
- (2) On behalf of itself, its agents, employees, successors, sublessees, transferees and assigns, LESSEE shall defend, indemnify, and

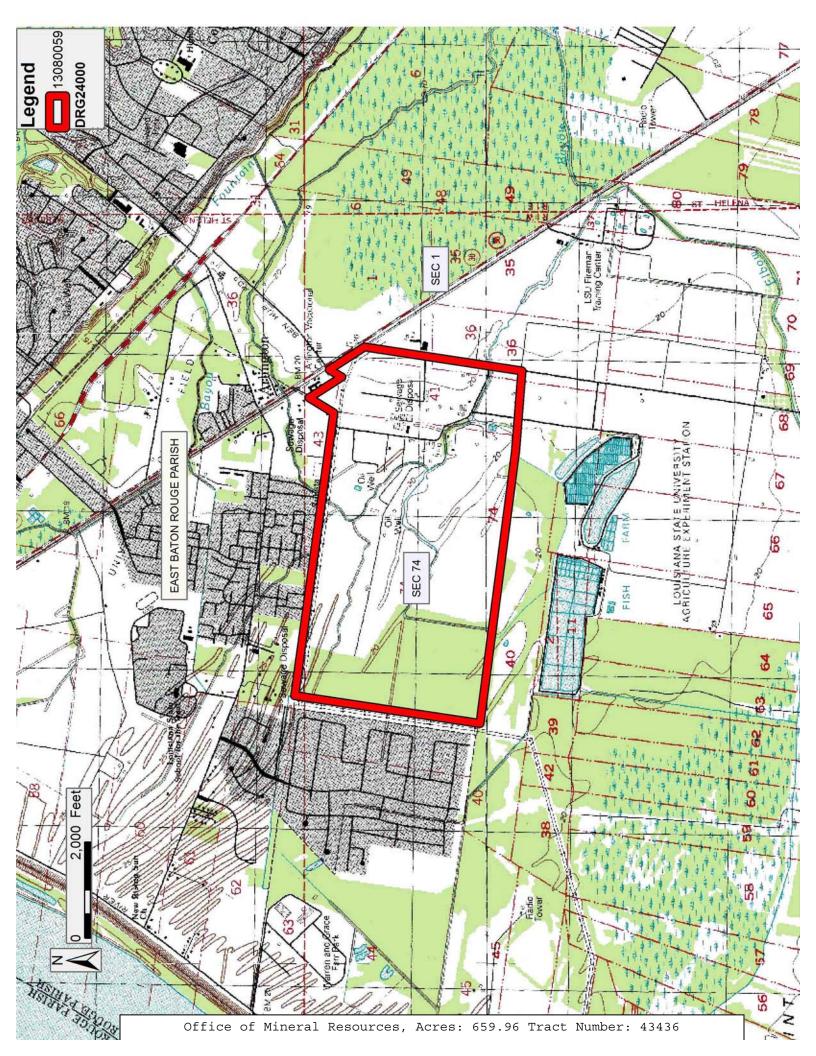
hold harmless LESSOR from: (1) any and all liabilities (including strict liability), actions, suits, demands, penalties, or losses (including, property limitation, claims for property damages, diminution, personal injuries, remedial costs, natural resource damages, restoration costs, and non-compliance penalties); (2) costs or expenses (including without limitation, court costs, administrative appeal costs, and attorneys' fees); (3) costs of any settlement or judgment regarding any of the foregoing; and, (4) any other claims of any and every kind whatsoever; each of the above obligations being in force and effect regardless of how the liability is caused or occurs, including liability resulting from the sole or concurrent negligence of LESSOR, LESSEE or other parties and including liability arising under theories other than negligence; said liabilities including without limitation liability for injuries or death to persons or damage to property, either belonging to LESSOR or to others, which may now or in the future (whether during or after the term of this Lease) be paid, incurred, suffered by, or asserted against LESSOR by any person or entity or governmental agency for, with respect to, or as a direct or indirect result of this Lease or any obligation, operation, activity, action or inaction of LESSEE hereunder, including without limitation any of such arising or in connection with any equipping, completing, testing, exploration, drilling, transporting, plugging, or abandoning of any well or wells on the leased premises or on acreage pooled or unitized therewith or arising out of or in connection with: (1) the presence on or under the leased premises; or (2) the escape, seepage, leakage, spillage, emission, or discharge, onto or off the leased premises; or (3) the exposure of any person; of or to, any substance, waste, or material defined in or regulated by any environmental law, rule or regulation, or any condition of the leased premises which would concern the applicability of any environmental law, rule or regulation. The indemnity provided in this paragraph shall inure, by stipulation pour autrui, to the benefit of agents, employees, and servants of LESSOR, and any one of them may exercise this right of indemnity against LESSEE independently or LESSOR or of others.

- (3) Notwithstanding any other provisions contained herein, after the expiration of the primary term, production on the leased premises, or lands pooled with any portion thereof, shall maintain this lease in force only as to a depth of 100'feet below the deepest formation tested by a well on the leased premises or on a unit including a portion of the leased premises. At the expiration of the primary term, this lease shall then terminate as to all depths below said depth; but as to the leased premises above said depth the lease shall be maintained in accordance with the other provisions hereof.
- (4) Competent engineering and scientific evidence shall be admissible and sufficient in any proceeding to establish the extent of LESSOR's injury and the measure of the award for damages arising from a breach of this lease.

- (5) LESSOR or LESSOR's representative, at their respective risk, shall be entitled at all reasonable times, to inspect meters, or run its own independent tests to monitor or to determine production, or witness these operations conducted by LESSEE.
- (6) After production of oil or gas is secured from the leased premises, or lands unitized therewith, LESSEE shall, on LESSOR's written request, furnish or cause to be furnished on a monthly basis to LESSOR, flow charts and a copy of the Office of Conservation OGP Reports, R-5-D, DM-1R and DT-1 reports or successor reports showing production from any well from which LESSOR receives royalties under the terms of this lease.
- (7) If, in the event of production, a division order is circulated by LESSEE or by a purchaser of production, such division order will be a simple statement of interest containing no warranty or indemnity clauses and containing no clauses modifying in any way the terms of this lease. The insertion of any such clause will be of no force and effect.
- (8) It is agreed and understood that LESSEE shall not assign this lease or execute a sublease without the written consent of LESSOR, and said consent shall only be valid upon approval of the assignment or sublease by resolution of the Louisiana State University Board of Supervisors. Further, such assignment, sublease or transfer shall not relieve the assignor, sublessor or transferor of obligations or liabilities under this lease, past, present or future, unless the LESSOR has discharged him expressly and in writing.
- (9) LESSEE, on request, shall furnish LESSOR with a copy of the abstract of title, survey, title opinion and map showing pipelines in regard to the leased premises.
- (10) In paragraph 6(a) of the printed State Agency Lease herein, wherever the word "average" appears, the word "highest" shall be substituted.
- (11) In paragraph 6(b) of the printed State Agency Lease herein, wherever the word "average" appears, the word "highest" shall be substituted.
  - (12) Paragraph 13 of the printed form of the lease is omitted.
- (13) In order for this lease to be valid, LESSEE shall be registered with the Office of Mineral Resources, State of Louisiana and if LESSEE is an entity which can register with the Secretary of State, State of Louisiana, LESSEE shall provide to LESSOR a certificate of good standing from the Secretary of State, State of Louisiana, within sixty (60) days after the execution of this lease. Approval of assignments shall be contingent upon the providing of such certificates for each assignee.
- (14) Notwithstanding anything to the contrary contained herein, this lease shall not grant LESSEE the right to explore for, drill for, or produce geothermal resources as defined by La. R.S. 30:801.

Applicant: AMEX RESOURCES, INC. to Agency and by Resolution from the Lsu Board Of Supervisors authorizing the Mineral Board to act in its behalf

Bidder	Cash	Price/	Rental	Oil	Gas	Other
	Payment	Acre				



# TRACT 43437 - East Baton Rouge Parish, Louisiana

A certain Tract of land, excluding the beds and bottoms of all navigable waters, belonging to and not presently under mineral lease from Lsu Board Of Supervisors on August 14, 2013, being more fully described as follows: A certain Tract of land, excluding the beds and bottoms of all navigable waters, belonging to and not presently under mineral lease from Louisiana State University on, being more fully described as follows: Commencing at the point where the West line of Section Sixty five (65) Township 8 South, Range 1 West intersects the North line of the Old River Road, thence North 7 degrees 4 minutes East to a point having a Coordinate of Y = 616,070.00 and being the Point of Beginning; thence North 7 degrees 4 minutes East 3,083.70 feet; thence North 87 degrees 30 minutes West 905.80 feet; thence North 83 degrees 45 minutes West 874.5 feet; thence North 6 degrees 15 minutes East 973.00 feet; thence South 82 degrees 15 minutes East 3,002.00 feet; thence North 7 degrees 15 minutes East 102.00 feet; thence South 82 degrees 15 minutes East 1,492.10 feet; thence North 32 degrees 45 minutes East 1,092.30 feet; thence South 85 degrees 20 minutes East 1,685.50 feet to corner on West line of Ben Hur Road and being the Southeast corner of the 114.96 acre tract purchased by the Louisiana State University AND Agricultural AND Mechanical College from the Louisiana Investment Company, Incorporated. Thence along the West side of the Ben Hur Road North 8 degrees 40 minutes East 3,317.50 feet to corner on the right of way line of the Yazoo AND Mississippi Valley Railroad; thence along the right of way line of the Yazoo AND Mississippi Valley Railroad South 32 degrees 25 minutes East 6,498.00 feet to corner, where the East line of Section Eighty (80) Township 8 South Range 1 East intersects the Southwest right of way line of the Yazoo AND Mississippi Valley Railroad; thence South 7 degrees 48 minutes West along the East line of Section Eighty (80) Township 8 South Range 1 East to a point having a Coordinate of Y = 616,070.00; thence West to the point of beginning, containing approximately 984.05 acres, all as more particularly outlined on a plat on file in the Office of Mineral Resources, Department of Natural Resources. The description is based on information provided by the State Agency regarding location and ownership of surface and mineral rights. bearings, distances and coordinates, if applicable, are based on Louisiana Coordinate System of 1927, (North or South Zone).

NOTE: The above description of the Tract nominated for lease has been provided and corrected, where required, exclusively by the nomination party. Any mineral lease selected from this Tract and awarded by the Louisiana State Mineral and Energy Board shall be without warranty of any kind, either express, implied, or statutory, including, but not limited to, the implied warranties of merchantability and fitness for a particular purpose. Should the mineral lease awarded by the Louisiana State Mineral and Energy Board be subsequently modified, cancelled or abrogated due to the existence of conflicting leases, operating agreements, private claims or other future obligations or conditions which may affect all or any portion of the leased Tract, it shall not relieve the Lessee of the obligation to pay any bonus due thereon to the Louisiana State Mineral and

Energy Board, nor shall the Louisiana State Mineral and Energy Board be obligated to refund any consideration paid by the Lessor prior to such modification, cancellation, or abrogation, including, but not limited to, bonuses, rentals and royalties.

NOTE: Louisiana State University System will require a minimum bid of 22.5% and \$250 per acre.

NOTE: The following provisions shall control over any of the printed provisions appearing in said lease.

- (6) It is distinctly understood and agreed that the lands comprising the leased premises are being used and have been used for many years as an agricultural research station and/or for purposes of an educational institution and that in the drilling of wells and the production thereof and conducting operations hereunder, LESSEE shall not affect the use of said lands for such purposes. LESSEE shall comply with the following:
  - (a) Notwithstanding any other provisions hereof, the LESSOR's approval, in writing and recorded in the records of the clerk of court for the parish in which the leased premise is located, is required as to the time, place and type of operations, if any, to be allowed on the surface of the leased premises, or within 4000 feet below the surface, and such decision by the LESSOR shall be final and conclusive. Damages for LESSEE's use of the surface shall be agreed to in writing and paid prior to LESSEE beginning operations on the surface and shall take into account the research nature of the property.
  - (b) LESSEE shall conduct all operations on the property to occupy as little surface area as is reasonably necessary and to cause the least damage, interference or inconvenience to LESSOR and LESSOR's present and future tenants.
  - (c) Not more than one battery of tanks shall be placed on the leased premises.
  - (d) No building or structures shall be placed on said leased premises except such as are absolutely necessary for the production of the named minerals, and LESSEE must obtain LESSOR's written consent prior to construction of permanent buildings or structures.
  - (e) No well shall be drilled within five hundred feet (500') of any residence, water well, pond, barn or other building on said land without LESSOR's written consent.
  - (f) LESSEE shall have no right to construct pipelines or use roads across the leased premises unless the leased premises participates in the production carried through such pipelines or participates in production from each well serviced by such roads.

- (g) Prior to building any roads on the leased premises, LESSEE shall give LESSOR thirty (30) days written notice. Said notice, shall be accompanied by a plat showing the proposed location. Any existing all weather road (shell, limestone or gravel) on the premises used in exploration, shall be shelled with one inch (1") of clam shell or crushed rock, two inches (2") of reef shell, or a comparable amount of limestone, prior to the commencement of operations so as to maintain the integrity of the roadbed with the use of heavy oil field equipment. Roads must be maintained to this standard as needed. Any dirt road following field boundaries or other permanent field dirt roads must be used rather than constructing new roads. Dirt roads used must be shelled with three inches (3") of reef shell or three inches (3") of clam shell or crushed rock, or a comparable amount of limestone, so as to make them all weather permanent. Upon LESSOR's demand, LESSEE shall build, at its sole expense, permanent roads to each producing location on the property. Such roads shall be properly ditched, and bridged for drainage, follow existing roads to the extent possible, and trace section and field boundaries where possible. Should such roads cross fence lines, LESSEE shall build permanent cattle guards and install corner posts and swinging gates. LESSEE shall maintain complete enclosure at all times where fences exist, especially to maintain security of LESSOR's forests, livestock and crops. LESSEE shall immediately restore all fences cut or altered by reason of its operations. All fences repaired shall be maintained at existing tension or stronger. All wood posts installed by LESSEE shall be Evr-wood or equal, not less than six inches in diameter and eight feet in length. All wood fence braces placed by LESSEE shall consist of at least two pieces of two by six inch Evr-wood or equal lumber. Vehicular equipment utilized by LESSEE shall not traverse the property during wet conditions except over all weather roads.
- (h) LESSEE shall at its sole expense construct permanent fencing to enclose pumping units, reserve pits, tank batteries and machinery.
- (i) LESSEE shall give thirty (30) days notice prior to conducting any operations, including, but not limited to, the building of roads, pits and drill sites on the property which will necessitate the cutting of timber or the disturbing of crops, livestock or other experiments, educational activities, or research. The notice will be in writing and will be accompanied by a plat or map, showing the proposed location of such operations.
- (j) LESSEE shall not, without the express written approval of LESSOR, use, employ or construct earthen pits as part of its operations on the lands held hereunder.

- (k) All pits and other excavations, including canals and ditches, if allowed on the premises, when no longer required, shall be emptied of sludge and other contents, which shall be disposed of off of the leased premises, and shall be filled, tamped and leveled as required by LESSOR.
- (1)LESSEE, shall bury and maintain all pipe installed on the property to a depth of at least forty-eight inches (48") measured from the land's normal existing surface to the top of the pipe, it being contemplated that this depth will permit safe movement of heavy equipment and plowing and leveling operations over the pipe. All topsoil must be placed on top of the clay when backfilling ditches so as to keep the integrity of the surface the same as before ditching. Should soil consistency or ground conditions indicate a deeper installation depth for safe movement of equipment and plowing, then LESSEE shall install and maintain the pipe at a greater depth so the pipe and equipment are protected. Should the pipe traverse drainage canals, drainage ditches, irrigation canals or bayous, LESSEE shall bury and maintain the pipe at these locations so that the top of the pipe shall be not less than sixty inches (60") below the bottom of the canals, ditches or bayous. Under no circumstances will LESSEE impede drainage or irrigation of the property. LESSEE shall not construct canals or ditches without LESSOR's prior written approval. LESSOR shall have the right to compel LESSEE construct bulkheads, plugs, dams and other structures required to regulate effectively the flow of water in each ditch, canal confluence and intersection constructed by LESSEE. All these structures shall be installed and maintained by LESSEE at its expense.
- (m) The ground around the wells and all installations shall be kept free of trash and debris and kept in as good condition as the surrounding terrain.
- (n) In all disputes involving discharge of oil, saltwater or other noxious substances on the property, LESSEE shall bear the burden of proving these substances did not originate from its operations and that the presence of such substances did not damage the leased premises or LESSOR's other property. LESSEE shall not store saltwater on the surface except in fiberglass or steel tankage on a temporary basis. Disposing of saltwater off of the leased premises shall be the sole permissible method of saltwater disposal. LESSEE shall not discharge other noxious substances onto or under the property.
- (o) Within ninety (90) days after the completion or abandonment of each well, the land surrounding that well (the surface of which may have been disturbed by the operations hereunder) shall be restored by LESSEE to as close as reasonably possible its condition prior to being so disturbed without regard to wear and

tear or custom in the industry. Any equipment, machinery, buildings, fences, or other items placed on the property by LESSEE shall be removed if so required by LESSOR within the time period allotted herein. If LESSEE fails to fulfill these obligation after demand has been made to do so, LESSOR may have the necessary work done to accomplish this at LESSEE's expense, even if this lease has otherwise terminated. Should LESSOR be required to legally enforce its rights under this paragraph and, as a result, LESSEE be held responsible for restoration costs, LESSOR shall be entitled to recover its costs and expenses of such enforcement and reasonable attorney's fees from LESSEE.

- (p) Following abandonment of exploration or operations, or termination of production or plugging remediation activities, LESSEE shall notify LESSOR in writing of the existence of any roads on the leased premises which are no longer required for its operations, and LESSEE shall remove all roads it may have constructed incident to the operations on the leased premises which have been terminated, unless LESSOR gives LESSEE written notice to leave the roads in good condition and intact. In the event of removal in accordance with the preceding sentence, LESSEE shall restore the areas underlying the roads as close as reasonably possible to their original condition, without regard to wear and tear or the custom in the industry, and shall apply sufficient fertilizer, soil dressing and seed to restore vegetation, and provide adequate drainage.
  - (7) Upon termination of this lease, or portion thereof upon which pipelines are located, LESSEE shall notify LESSOR in writing that pipelines exist on the leased premises and request authority to remove them, which is required if LESSOR so requires. LESSEE shall not have the right to remove the pipelines if LESSOR requests that they stay.
  - (8) If LESSOR determines that the pipelines are not to be removed, LESSOR shall notify LESSEE in writing, and LESSEE shall flush all pipelines, fill them with water and cap the ends to a permanent seal.
  - (9) LESSEE shall not drill fresh water wells on the premises unless previously agreed in writing by LESSOR AND LESSEE in LESSOR'S sole discretion. Additionally, LESSEE shall not use fresh water wells or ponds belonging to LESSOR without prior written approval granted in LESSOR'S sole discretion. In the event LESSEE is granted permission by LESSOR to drill water wells, LESSOR shall have the right to retain all of the fresh water wells drilled by LESSEE on the property and the related pumps, upon paying the salvage value of the equipment in and on the well, less the cost of salvage.

- (10) LESSEE, at its cost, shall remove all mud and chemicals from the premises upon cessation of drilling operations, backfill all pits and ditches, as previously provided, fertilize and otherwise restore the soils fertility level in the area upon which it conducted operations, and fully restore the property to as close as reasonably possible its condition prior to LESSEE's operations, without regard to wear and tear or the custom in the industry.
- (q) LESSEE shall furnish bond as may be required at any time or times by LESSOR, or such other security in lieu thereof as may be acceptable to LESSOR, conditioned upon faithful performance of the obligations set forth in this lease.
- On behalf of itself, its agents, employees, sublessees, transferees and assigns, LESSEE shall defend, indemnify, and hold harmless LESSOR from: (1) any and all liabilities (including strict liability), actions, suits, demands, penalties, or losses (including, limitation, claims for property damages, property diminution, personal injuries, remedial costs, natural resource damages, restoration costs, and non-compliance penalties); (2) costs or expenses (including without limitation, court costs, administrative appeal costs, and attorneys' fees); (3) costs of any settlement or judgment regarding any of the foregoing; and, (4) any other claims of any and every kind whatsoever; each of the above obligations being in force and effect regardless of how the liability is caused or occurs, including liability resulting from the sole or concurrent negligence of LESSOR, LESSEE or other parties and including liability arising under theories other than negligence; said liabilities including without limitation liability for injuries or death to persons or damage to property, either belonging to LESSOR or to others, which may now or in the future (whether during or after the term of this Lease) be paid, incurred, suffered by, or asserted against LESSOR by any person or entity or governmental agency for, with respect to, or as a direct or indirect result of this Lease or any obligation, operation, activity, action or inaction of LESSEE hereunder, including without limitation any of such arising or in connection with any exploration, drilling, equipping, completing, testing, transporting, plugging, or abandoning of any well or wells on the leased premises or on acreage pooled or unitized therewith or arising out of or in connection with: (1) the presence on or under the leased premises; or (2) the escape, seepage, leakage, spillage, emission, or discharge, onto or off the leased premises; or (3) the exposure of any person; of or to, any substance, waste, or material defined in or regulated by environmental law, rule or regulation, or any condition of the leased premises which would concern the applicability of any environmental law, rule or regulation. The indemnity provided in this paragraph shall inure, by stipulation pour autrui, to the benefit of agents, employees,

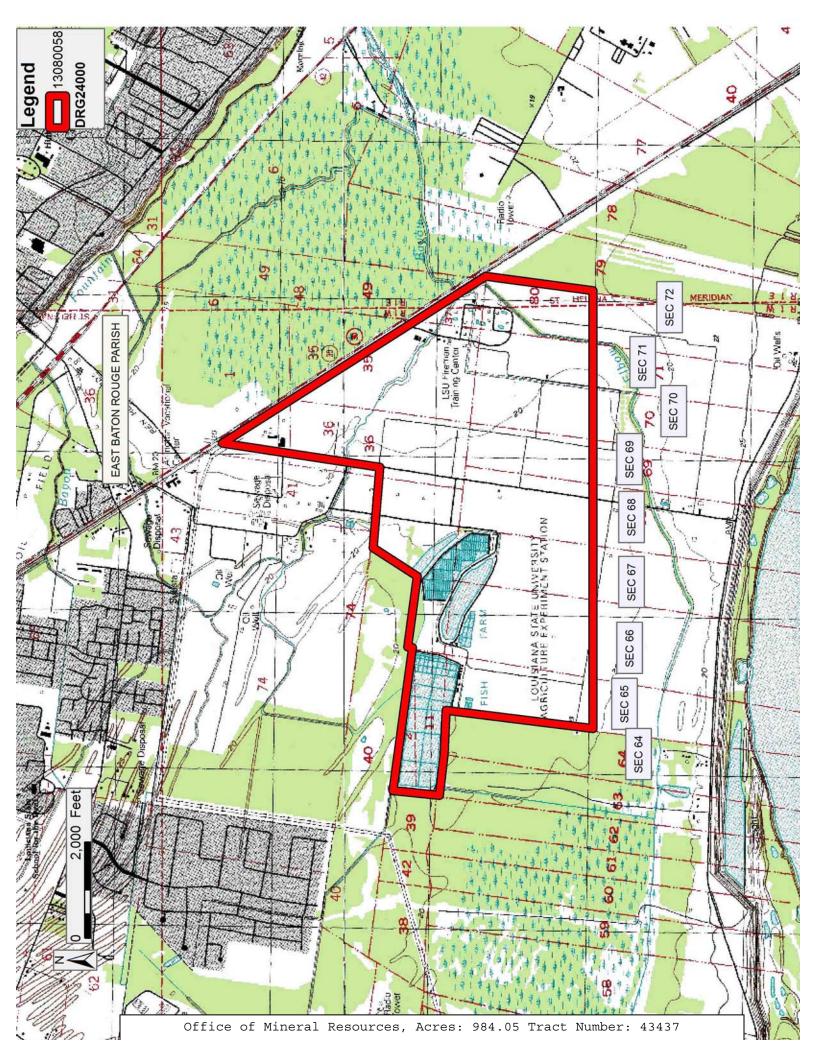
servants of LESSOR, and any one of them may exercise this right of indemnity against LESSEE independently or LESSOR or of others.

- (3) Notwithstanding any other provisions contained herein, after the expiration of the primary term, production on the leased premises, or lands pooled with any portion thereof, shall maintain this lease in force only as to a depth of 100'feet below the deepest formation tested by a well on the leased premises or on a unit including a portion of the leased premises. At the expiration of the primary term, this lease shall then terminate as to all depths below said depth; but as to the leased premises above said depth the lease shall be maintained in accordance with the other provisions hereof.
- (4) Competent engineering and scientific evidence shall be admissible and sufficient in any proceeding to establish the extent of LESSOR's injury and the measure of the award for damages arising from a breach of this lease.
- (5) LESSOR or LESSOR's representative, at their respective risk, shall be entitled at all reasonable times, to inspect meters, or run its own independent tests to monitor or to determine production, or witness these operations conducted by LESSEE.
- (6) After production of oil or gas is secured from the leased premises, or lands unitized therewith, LESSEE shall, on LESSOR's written request, furnish or cause to be furnished on a monthly basis to LESSOR, flow charts and a copy of the Office of Conservation OGP Reports, R-5-D, DM-1R and DT-1 reports or successor reports showing production from any well from which LESSOR receives royalties under the terms of this lease.
- (7) If, in the event of production, a division order is circulated by LESSEE or by a purchaser of production, such division order will be a simple statement of interest containing no warranty or indemnity clauses and containing no clauses modifying in any way the terms of this lease. The insertion of any such clause will be of no force and effect.
- (8) It is agreed and understood that LESSEE shall not assign this lease or execute a sublease without the written consent of LESSOR, and said consent shall only be valid upon approval of the assignment or sublease by resolution of the Louisiana State University Board of Supervisors. Further, such assignment, sublease or transfer shall not relieve the assignor, sublessor or transferor of obligations or liabilities under this lease, past, present or future, unless the LESSOR has discharged him expressly and in writing.
- (9) LESSEE, on request, shall furnish LESSOR with a copy of the abstract of title, survey, title opinion and map showing pipelines in regard to the leased premises.
- (10) In paragraph 6(a) of the printed State Agency Lease herein, wherever the word "average" appears, the word "highest" shall be substituted.

- (11) In paragraph 6(b) of the printed State Agency Lease herein, wherever the word "average" appears, the word "highest" shall be substituted.
  - (12) Paragraph 13 of the printed form of the lease is omitted.
- (13) In order for this lease to be valid, LESSEE shall be registered with the Office of Mineral Resources, State of Louisiana and if LESSEE is an entity which can register with the Secretary of State, State of Louisiana, LESSEE shall provide to LESSOR a certificate of good standing from the Secretary of State, State of Louisiana, within sixty (60) days after the execution of this lease. Approval of assignments shall be contingent upon the providing of such certificates for each assignee.
- (14) Notwithstanding anything to the contrary contained herein, this lease shall not grant LESSEE the right to explore for, drill for, or produce geothermal resources as defined by La. R.S. 30:801.

Applicant: AMEX RESOURCES, INC. to Agency and by Resolution from the Lsu Board Of Supervisors authorizing the Mineral Board to act in its behalf

Bidder	Cash	Price/	Rental	Oil	Gas	Other
	Payment	Acre				



# TRACT 43438 - East Baton Rouge Parish, Louisiana

A certain Tract of land, excluding the beds and bottoms of all navigable waters, belonging to and not presently under mineral lease from Lsu Board Of Supervisors on August 14, 2013, being more fully described as follows: Beginning at the point where the West line of Section Sixty five (65) Township 8 South, Range 1 West intersects the North bank of Mississippi River, thence North 7 degrees 4 minutes East to a point having a Coordinate of Y = 616,070.00; thence East to the East line of Section Eighty(80) Township 8 South, Range 1 East; thence South 7 degrees 48 minutes West to the boundary of the MARG VAG SAND UNIT Order No. 807-B-2; thence in a westerly direction following the boundary of the MARG VAG SAND UNIT Order No. 807-B-2 to the North bank of the Mississippi River; thence in a westerly direction following the meanderings of the Mississippi River to the point of beginning, containing approximately 776.82 acres, all as more particularly outlined on a plat on file in the Office of Mineral Resources, Department of Natural Resources. The description is based on information provided by the State Agency regarding location and ownership of surface and mineral rights. All bearings, distances and coordinates, if applicable, are based on Louisiana Coordinate System of 1927, (North or South Zone).

NOTE: The above description of the Tract nominated for lease has been provided and corrected, where required, exclusively by the nomination party. Any mineral lease selected from this Tract and awarded by the Louisiana State Mineral and Energy Board shall be without warranty of any kind, either express, implied, or statutory, including, but not limited to, the implied warranties of merchantability and fitness for a particular purpose. Should the mineral lease awarded by the Louisiana State Mineral and Energy Board be subsequently modified, cancelled or abrogated due to the existence of conflicting leases, operating agreements, private claims or other future obligations or conditions which may affect all or any portion of the leased Tract, it shall not relieve the Lessee of obligation to pay any bonus due thereon to the Louisiana State Mineral and Energy Board, nor shall the Louisiana State Mineral and Energy Board be obligated to refund any consideration paid by the Lessor prior to such modification, cancellation, or abrogation, including, but not limited to, bonuses, rentals and royalties.

NOTE: Louisiana State University System will require a minimum bid of 22.5% and \$250 per acre.

NOTE: The following provisions shall control over any of the printed provisions appearing in said lease.

(11) It is distinctly understood and agreed that the lands comprising the leased premises are being used and have been used for many years as an agricultural research station and/or for purposes of an educational institution and that in the drilling of wells and the production thereof

and conducting operations hereunder, LESSEE shall not affect the use of said lands for such purposes. LESSEE shall comply with the following:

- (a) Notwithstanding any other provisions hereof, the LESSOR's approval, in writing and recorded in the records of the clerk of court for the parish in which the leased premise is located, is required as to the time, place and type of operations, if any, to be allowed on the surface of the leased premises, or within 4000 feet below the surface, and such decision by the LESSOR shall be final and conclusive. Damages for LESSEE's use of the surface shall be agreed to in writing and paid prior to LESSEE beginning operations on the surface and shall take into account the research nature of the property.
- (b) LESSEE shall conduct all operations on the property to occupy as little surface area as is reasonably necessary and to cause the least damage, interference or inconvenience to LESSOR and LESSOR's present and future tenants.
- (c) Not more than one battery of tanks shall be placed on the leased premises.
- (d) No building or structures shall be placed on said leased premises except such as are absolutely necessary for the production of the named minerals, and LESSEE must obtain LESSOR's written consent prior to construction of permanent buildings or structures.
- (e) No well shall be drilled within five hundred feet (500') of any residence, water well, pond, barn or other building on said land without LESSOR's written consent.
- (f) LESSEE shall have no right to construct pipelines or use roads across the leased premises unless the leased premises participates in the production carried through such pipelines or participates in production from each well serviced by such roads.
- Prior to building any roads on the leased premises, LESSEE shall give LESSOR thirty (30) days written notice. Said notice, shall be accompanied by a plat showing the proposed location. Any existing all weather road (shell, limestone or gravel) on the premises used in exploration, shall be shelled with one inch (1") of clam shell or crushed rock, two inches (2") of reef shell, or a comparable amount of limestone, prior to the commencement of operations so as to maintain the integrity of the roadbed with the use of heavy oil field equipment. Roads must be maintained to this standard as needed. Any dirt road following field boundaries or other permanent field dirt roads must be used rather than constructing new roads. Dirt roads used must be shelled with three inches (3") of reef shell or three inches (3") of clam shell or crushed rock, or a comparable amount of limestone, so as to make them all weather and

permanent. Upon LESSOR's demand, LESSEE shall build, at its sole expense, permanent roads to each producing location on the property. Such roads shall be properly ditched, and bridged for drainage, follow existing roads to the extent possible, trace section and field boundaries where possible. Should such roads cross fence lines, LESSEE shall build permanent cattle quards and install corner posts and swinging gates. LESSEE shall maintain complete enclosure at all times where fences exist, especially to maintain security of LESSOR's forests, livestock and crops. LESSEE shall immediately restore all fences cut or altered by reason of its operations. All fences repaired shall be maintained at existing tension or stronger. All wood posts installed by LESSEE shall be Evr-wood or equal, not less than six inches in diameter and eight feet in length. All wood fence braces placed by LESSEE shall consist of at least two pieces of two by six inch Evr-wood or equal lumber. Vehicular equipment utilized by LESSEE shall not traverse the property during wet conditions except over all weather roads.

- (h) LESSEE shall at its sole expense construct permanent fencing to enclose pumping units, reserve pits, tank batteries and machinery.
- (i) LESSEE shall give thirty (30) days notice prior to conducting any operations, including, but not limited to, the building of roads, pits and drill sites on the property which will necessitate the cutting of timber or the disturbing of crops, livestock or other experiments, educational activities, or research. The notice will be in writing and will be accompanied by a plat or map, showing the proposed location of such operations.
- (j) LESSEE shall not, without the express written approval of LESSOR, use, employ or construct earthen pits as part of its operations on the lands held hereunder.
- (k) All pits and other excavations, including canals and ditches, if allowed on the premises, when no longer required, shall be emptied of sludge and other contents, which shall be disposed of off of the leased premises, and shall be filled, tamped and leveled as required by LESSOR.
- (1) LESSEE, shall bury and maintain all pipe installed on the property to a depth of at least forty-eight inches (48") measured from the land's normal existing surface to the top of the pipe, it being contemplated that this depth will permit safe movement of heavy equipment and plowing and leveling operations over the pipe. All topsoil must be placed on top of the clay when backfilling ditches so as to keep the integrity of the surface the same as before ditching. Should soil consistency or ground conditions indicate a deeper installation depth for safe movement of equipment and plowing, then LESSEE shall install and

maintain the pipe at a greater depth so the pipe and equipment are protected. Should the pipe traverse drainage canals, drainage ditches, irrigation canals or bayous, LESSEE shall bury and maintain the pipe at these locations so that the top of the pipe shall be not less than sixty inches (60") below the bottom of the canals, ditches or bayous. Under no circumstances will LESSEE impede drainage or irrigation of the property. LESSEE shall not construct canals or ditches without LESSOR's prior written approval. LESSOR shall have the right to compel LESSEE to construct bulkheads, plugs, dams and other structures required to regulate effectively the flow of water in each ditch, canal confluence and intersection constructed by LESSEE. All these structures shall be installed and maintained by LESSEE at its expense.

- (m) The ground around the wells and all installations shall be kept free of trash and debris and kept in as good condition as the surrounding terrain.
- (n) In all disputes involving discharge of oil, saltwater or other noxious substances on the property, LESSEE shall bear the burden of proving these substances did not originate from its operations and that the presence of such substances did not damage the leased premises or LESSOR's other property. LESSEE shall not store saltwater on the surface except in fiberglass or steel tankage on a temporary basis. Disposing of saltwater off of the leased premises shall be the sole permissible method of saltwater disposal. LESSEE shall not discharge other noxious substances onto or under the property.
- Within ninety (90) days after the completion or abandonment (0) of each well, the land surrounding that well (the surface of which may have been disturbed by the operations hereunder) shall be restored by LESSEE to as close as reasonably possible its condition prior to being so disturbed without regard to wear and tear or custom in the industry. Any equipment, machinery, buildings, fences, or other items placed on the property by LESSEE shall be removed if so required by LESSOR within the time LESSEE fails to fulfill period allotted herein. If obligation after demand has been made to do so, LESSOR may have the necessary work done to accomplish this at LESSEE's expense, even if this lease has otherwise terminated. Should LESSOR be required to legally enforce its rights under this paragraph and, as a result, LESSEE be held responsible for restoration costs, LESSOR shall be entitled to recover its costs and expenses of such enforcement and reasonable attorney's fees from LESSEE.
- (p) (1) Following abandonment of exploration or drilling operations, or termination of production or plugging and remediation activities, LESSEE shall notify LESSOR in writing of the existence of any roads on the leased premises which are no

longer required for its operations, and LESSEE shall remove all roads it may have constructed incident to the operations on the leased premises which have been terminated, unless LESSOR gives LESSEE written notice to leave the roads in good condition and intact. In the event of removal in accordance with the preceding sentence, LESSEE shall restore the areas underlying the roads as close as reasonably possible to their original condition, without regard to wear and tear or the custom in the industry, and shall apply sufficient fertilizer, soil dressing and seed to restore vegetation, and provide adequate drainage.

- (12) Upon termination of this lease, or portion thereof upon which pipelines are located, LESSEE shall notify LESSOR in writing that pipelines exist on the leased premises and request authority to remove them, which is required if LESSOR so requires. LESSEE shall not have the right to remove the pipelines if LESSOR requests that they stay.
- (13) If LESSOR determines that the pipelines are not to be removed, LESSOR shall notify LESSEE in writing, and LESSEE shall flush all pipelines, fill them with water and cap the ends to a permanent seal.
- (14) LESSEE shall not drill fresh water wells on the premises unless previously agreed in writing by LESSOR AND LESSEE in LESSOR'S sole discretion. Additionally, LESSEE shall not use fresh water wells or ponds belonging to LESSOR without prior written approval granted in LESSOR'S sole discretion. In the event LESSEE is granted permission by LESSOR to drill water wells, LESSOR shall have the right to retain all of the fresh water wells drilled by LESSEE on the property and the related pumps, upon paying the salvage value of the equipment in and on the well, less the cost of salvage.
- (15) LESSEE, at its cost, shall remove all mud and chemicals from the premises upon cessation of drilling operations, backfill all pits and ditches, as previously provided, fertilize and otherwise restore the soils fertility level in the area upon which it conducted operations, and fully restore the property to as close as reasonably possible its condition prior to LESSEE's operations, without regard to wear and tear or the custom in the industry.
- (q) LESSEE shall furnish bond as may be required at any time or times by LESSOR, or such other security in lieu thereof as may be acceptable to LESSOR, conditioned upon faithful performance of the obligations set forth in this lease.
- (2) On behalf of itself, its agents, employees, successors, sublessees, transferees and assigns, LESSEE shall defend, indemnify, and

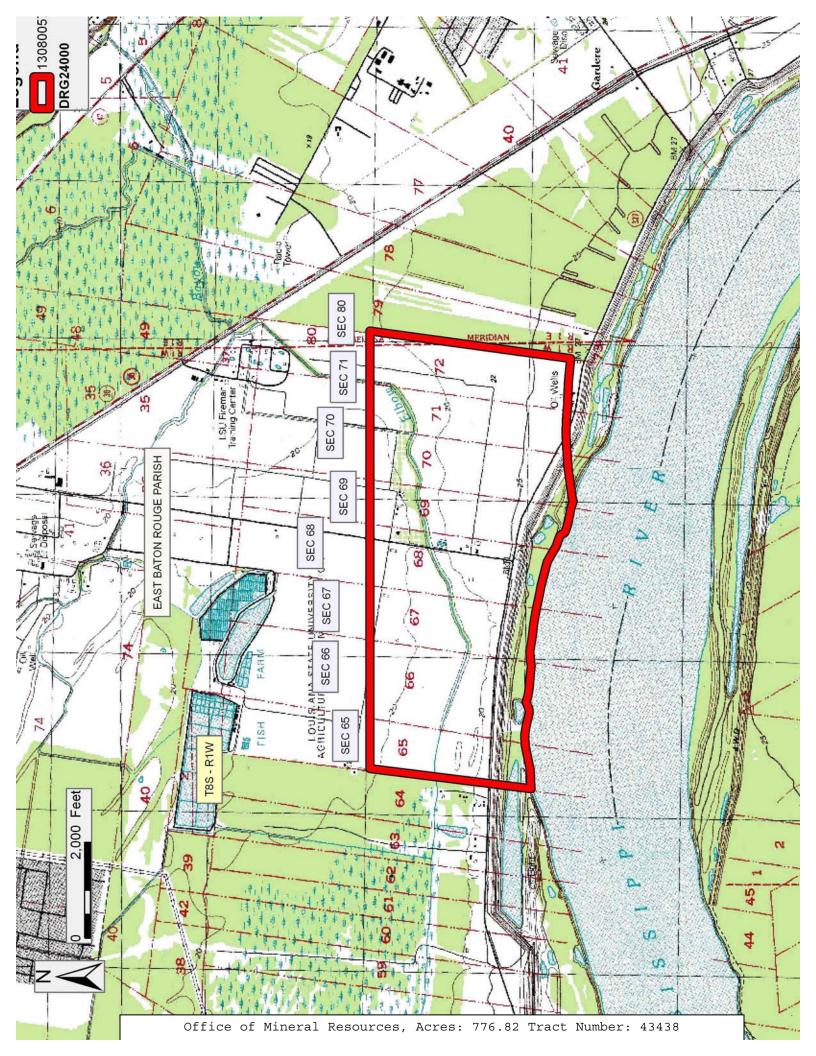
hold harmless LESSOR from: (1) any and all liabilities (including strict liability), actions, suits, demands, penalties, or losses (including, property limitation, claims for property damages, diminution, personal injuries, remedial costs, natural resource damages, restoration costs, and non-compliance penalties); (2) costs or expenses (including without limitation, court costs, administrative appeal costs, and attorneys' fees); (3) costs of any settlement or judgment regarding any of the foregoing; and, (4) any other claims of any and every kind whatsoever; each of the above obligations being in force and effect regardless of how the liability is caused or occurs, including liability resulting from the sole or concurrent negligence of LESSOR, LESSEE or other parties and including liability arising under theories other than negligence; said liabilities including without limitation liability for injuries or death to persons or damage to property, either belonging to LESSOR or to others, which may now or in the future (whether during or after the term of this Lease) be paid, incurred, suffered by, or asserted against LESSOR by any person or entity or governmental agency for, with respect to, or as a direct or indirect result of this Lease or any obligation, operation, activity, action or inaction of LESSEE hereunder, including without limitation any of such arising or in connection with any equipping, completing, testing, exploration, drilling, transporting, plugging, or abandoning of any well or wells on the leased premises or on acreage pooled or unitized therewith or arising out of or in connection with: (1) the presence on or under the leased premises; or (2) the escape, seepage, leakage, spillage, emission, or discharge, onto or off the leased premises; or (3) the exposure of any person; of or to, any substance, waste, or material defined in or regulated by any environmental law, rule or regulation, or any condition of the leased premises which would concern the applicability of any environmental law, rule or regulation. The indemnity provided in this paragraph shall inure, by stipulation pour autrui, to the benefit of agents, employees, and servants of LESSOR, and any one of them may exercise this right of indemnity against LESSEE independently or LESSOR or of others.

- (3) Notwithstanding any other provisions contained herein, after the expiration of the primary term, production on the leased premises, or lands pooled with any portion thereof, shall maintain this lease in force only as to a depth of 100'feet below the deepest formation tested by a well on the leased premises or on a unit including a portion of the leased premises. At the expiration of the primary term, this lease shall then terminate as to all depths below said depth; but as to the leased premises above said depth the lease shall be maintained in accordance with the other provisions hereof.
- (4) Competent engineering and scientific evidence shall be admissible and sufficient in any proceeding to establish the extent of LESSOR's injury and the measure of the award for damages arising from a breach of this lease.

- (5) LESSOR or LESSOR's representative, at their respective risk, shall be entitled at all reasonable times, to inspect meters, or run its own independent tests to monitor or to determine production, or witness these operations conducted by LESSEE.
- (6) After production of oil or gas is secured from the leased premises, or lands unitized therewith, LESSEE shall, on LESSOR's written request, furnish or cause to be furnished on a monthly basis to LESSOR, flow charts and a copy of the Office of Conservation OGP Reports, R-5-D, DM-1R and DT-1 reports or successor reports showing production from any well from which LESSOR receives royalties under the terms of this lease.
- (7) If, in the event of production, a division order is circulated by LESSEE or by a purchaser of production, such division order will be a simple statement of interest containing no warranty or indemnity clauses and containing no clauses modifying in any way the terms of this lease. The insertion of any such clause will be of no force and effect.
- (8) It is agreed and understood that LESSEE shall not assign this lease or execute a sublease without the written consent of LESSOR, and said consent shall only be valid upon approval of the assignment or sublease by resolution of the Louisiana State University Board of Supervisors. Further, such assignment, sublease or transfer shall not relieve the assignor, sublessor or transferor of obligations or liabilities under this lease, past, present or future, unless the LESSOR has discharged him expressly and in writing.
- (9) LESSEE, on request, shall furnish LESSOR with a copy of the abstract of title, survey, title opinion and map showing pipelines in regard to the leased premises.
- (10) In paragraph 6(a) of the printed State Agency Lease herein, wherever the word "average" appears, the word "highest" shall be substituted.
- (11) In paragraph 6(b) of the printed State Agency Lease herein, wherever the word "average" appears, the word "highest" shall be substituted.
  - (12) Paragraph 13 of the printed form of the lease is omitted.
- (13) In order for this lease to be valid, LESSEE shall be registered with the Office of Mineral Resources, State of Louisiana and if LESSEE is an entity which can register with the Secretary of State, State of Louisiana, LESSEE shall provide to LESSOR a certificate of good standing from the Secretary of State, State of Louisiana, within sixty (60) days after the execution of this lease. Approval of assignments shall be contingent upon the providing of such certificates for each assignee.
- (14) Notwithstanding anything to the contrary contained herein, this lease shall not grant LESSEE the right to explore for, drill for, or produce geothermal resources as defined by La. R.S. 30:801.

Applicant: AMEX RESOURCES, INC. to Agency and by Resolution from the Lsu Board Of Supervisors authorizing the Mineral Board to act in its behalf

Bidder	Cash	Price/	Rental	Oil	Gas	Other
	Payment	Acre				
			1			



# TRACT 43439 - Terrebonne Parish, Louisiana

A certain Tract of land, excluding the beds and bottoms of all navigable waters, belonging to and not presently under mineral lease from Louisiana State University System on August 14, 2013, being more fully described as follows: That certain tract or parcel of land, situated in Irregular South, Range 15 East, Terrebonne Township 16 Louisiana, and being described as a fractional portion of said Section and being all of that portion owned by Lessor under Terrebonne Parish Assessor Account Number 36812 falling within the confines of said Section 22. It being the intention of Lessor to lease all of its undivided interest in said Irregular Section 22, containing 10.0 gross acres and 0.10 net acres, more or less, , all as more particularly outlined on a plat on file in the Office of Mineral Resources, Department of Natural Resources. description is based on information provided by the State Agency regarding location and ownership of surface and mineral rights. All bearings, and coordinates, if applicable, are based on Coordinate System of 1927, (North or South Zone).

NOTE: The above description of the Tract nominated for lease has been provided and corrected, where required, exclusively by the nomination party. Any mineral lease selected from this Tract and awarded by the Louisiana State Mineral and Energy Board shall be without warranty of any kind, either express, implied, or statutory, including, but not limited to, the implied warranties of merchantability and fitness for a particular purpose. Should the mineral lease awarded by the Louisiana State Mineral and Energy Board be subsequently modified, cancelled or abrogated due to the existence of conflicting leases, operating agreements, private claims or other future obligations or conditions which may affect all or any portion of the leased Tract, it shall not relieve the Lessee of the obligation to pay any bonus due thereon to the Louisiana State Mineral and Energy Board, nor shall the Louisiana State Mineral and Energy Board be obligated to refund any consideration paid by the Lessor prior to such modification, cancellation, or abrogation, including, but not limited to, bonuses, rentals and royalties.

NOTE: Louisiana State University System will require a minimum bid of 22.5% and \$250 per acre.

NOTE: The following provisions shall control over any of the printed provisions appearing in said lease:

(a) In all disputes involving discharge of oil, saltwater or other noxious substances on the property, LESSEE shall bear the burden of proving these substances did not originate from its operations and that the presence of such substances did not damage the leased premises or LESSOR's other property. LESSEE shall not store saltwater on the surface except in fiberglass or steel tankage on a temporary basis. Injection below all fresh

water sands or disposing of saltwater off of the leased premises shall be the sole permissible method of saltwater disposal. Only saltwater from the leased premises may be injected in injection wells on the leased premises. LESSEE shall not discharge other noxious substances onto or under the property.

- (b) LESSEE shall furnish bond as may be required at any time or times by LESSOR, or such other security in lieu thereof as may be acceptable to LESSOR, conditioned upon faithful performance of the obligations set forth in this Exhibit "A."
- (c) Notwithstanding any other provisions hereof, LESSEE shall notify LESSOR in writing of the proposed location of any well or other installation, or of any operations whatsoever, and shall notify LESSOR of the appropriate commencement date of such operations, and provide LESSOR with appropriate maps and surveys of such sites or operations.
- On behalf of itself, its agents, employees, successors, sublessees, transferees and assigns, LESSEE shall indemnify, and hold harmless LESSOR from: (1) any and all liabilities (including strict liability), actions, suits, demands, penalties, or losses (including, without limitation, claims for property damages, property value diminution, personal injuries, remedial costs, natural resource damages, restoration costs, and non-compliance penalties); (2) costs or expenses (including without limitation, court costs, administrative appeal costs, and attorneys' fees); (3) costs of any settlement or judgment regarding any of the foregoing; and, (4) any other claims of any and every kind whatsoever; each of the above obligations being in force and effect regardless of how the liability is caused or occurs, including liability resulting from the sole or concurrent negligence of LESSOR, LESSEE or other parties and including liability arising under theories other than negligence; said liabilities including limitation liability for injuries or death to persons or damage to property, either belonging to LESSOR or to others, which may now or in the future (whether during or after the term of this Lease) be paid, incurred, suffered by, or asserted against LESSOR by any person or entity or governmental agency for, with respect to, or as a direct or indirect result of this Lease or any obligation, operation, activity, action or inaction LESSEE hereunder, including without limitation any of arising or in connection with any exploration, drilling, equipping, completing, testing, producing, transporting, plugging, or abandoning of any well or wells on the leased premises or on acreage pooled or unitized therewith or arising out of or in connection with: (1) the presence on or under the leased premises; or (2) the escape, seepage, leakage, spillage, emission, or discharge, onto or off the leased premises; or (3)

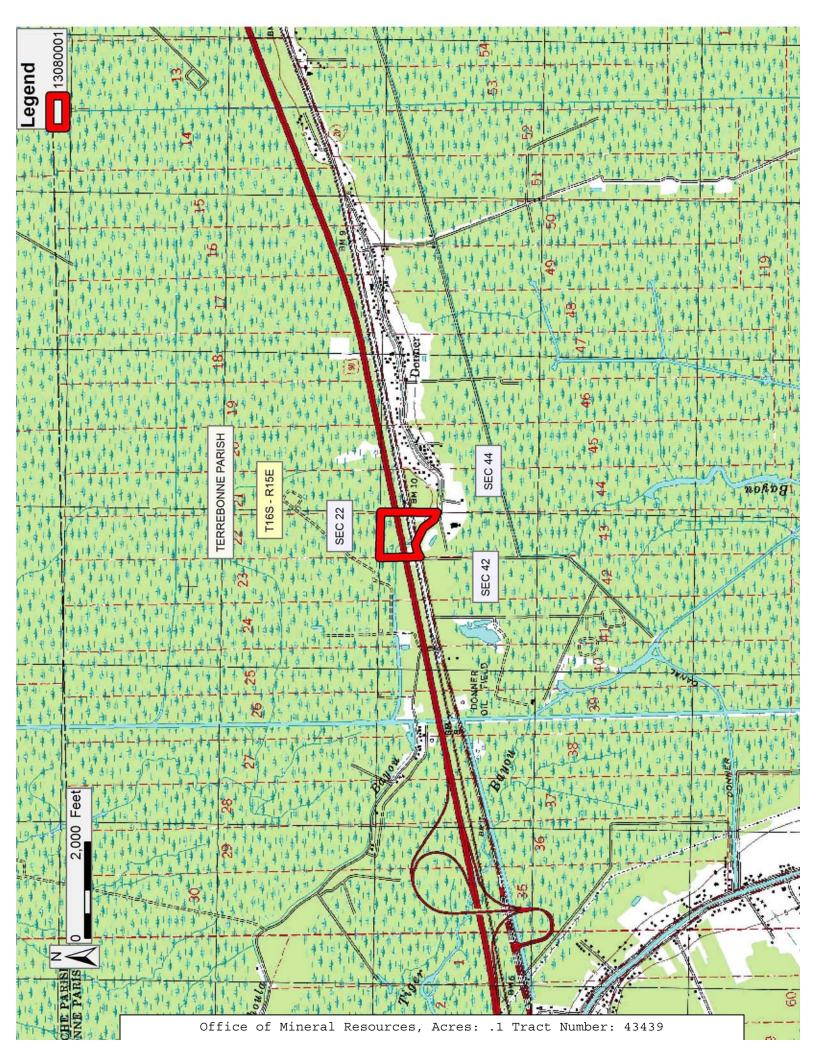
the exposure of any person; of or to, any substance, waste, or material defined in or regulated by any environmental law, rule or regulation, or any condition of the leased premises which would concern the applicability of any environmental law, rule or regulation. The indemnity provided in this paragraph shall inure, by stipulation pour autrui, to the benefit of agents, employees, and servants of LESSOR, and any one of them may exercise this right of indemnity against LESSEE independently or LESSOR or of others.

- (e) Notwithstanding any other provisions contained herein, after the expiration of the primary term, production on the leased premises, or lands pooled with any portion thereof, shall maintain this lease in force only as to a depth of 100'feet below the deepest formation tested by a well on the leased premises or on a unit including a portion of the leased premises. At the expiration of the primary term, this lease shall then terminate as to all depths below said depth; but as to the leased premises above said depth the lease shall be maintained in accordance with the other provisions hereof.
- (f) Competent engineering and scientific evidence shall be admissible and sufficient in any proceeding to establish the extent of LESSOR's injury and the measure of the award for damages arising from a breach of this lease.
- (g) LESSOR or LESSOR's representative, at their respective risk, shall be entitled at all reasonable times, to inspect meters, or run its own independent tests to monitor or to determine production, or witness these operations conducted by LESSEE.
- (h) After production of oil or gas is secured from the leased premises, or lands unitized therewith, LESSEE shall, on LESSOR's written request, furnish or cause to be furnished on a monthly basis to LESSOR, flow charts and a copy of the Office of Conservation OGP Reports, R-5-D, DM-1R and DT-1 reports or successor reports showing production from any well from which LESSOR receives royalties under the terms of this lease.
- (i) If, in the event of production, a division order is circulated by LESSEE or by a purchaser of production, such division order will be a simple statement of interest containing no warranty or indemnity clauses and containing no clauses modifying in any way the terms of this lease. The insertion of any such clause will be of no force and effect.
- (j) It is agreed and understood that LESSEE shall not assign this lease or execute a sublease without the written consent of LESSOR, and said consent shall only be valid upon approval of the assignment or sublease by resolution of the Louisiana State University Board of Supervisors. Further, such assignment,

sublease or transfer shall not relieve the assignor, sublessor or transferor of obligations or liabilities under this lease, past, present or future, unless the LESSOR has discharged him expressly and in writing.

- (k) In order for this lease to be valid, LESSEE shall be registered with the Office of Mineral Resources, State of Louisiana and if LESSEE is an entity which can register with the Secretary of State, State of Louisiana, LESSEE shall provide to LESSOR a certificate of good standing from the Secretary of State, State of Louisiana, within sixty (60) days after the execution of this lease. Approval of assignments shall be contingent upon the providing of such certificates for each assignee.
- (1) Notwithstanding anything to the contrary contained herein, this lease shall not grant LESSEE the right to explore for, drill for, or produce geothermal resources as defined by La. R.S. 30:801.
- (m) This lease is subject to approval by the State Mineral Board.

Bidder	Cash	Price/	Rental	Oil	Gas	Other
	Payment	Acre				



## TRACT 43440 - Terrebonne Parish, Louisiana

A certain Tract of land, excluding the beds and bottoms of all navigable waters, belonging to and not presently under mineral lease from Louisiana State University System on August 14, 2013, being more fully described as follows: That certain tract or parcel of land, containing 163.70 acres, more or less, being described as all of Irregular Section 46, Township 16 South, Range 15 East, Terrebonne Parish, Louisiana. Being the same tract acquired by Lessor and described as item (2) on Page 1 of Extract of Exhibit "A" attached to that certain Act of Delivery of Property Under Trust by Hibernia Bank, dated September 6, 1989, but effective as of August 27, 1985, and recorded under Entry No. 852809 of the Conveyance Records of Terrebonne Parish, Louisiana. It being the intention of Lessor to lease all of its undivided interest in the northern most 81.85 acres and 9.09 net acres, all as more particularly outlined on a plat on file in the Office of Mineral Resources, Department of Natural Resources. description is based on information provided by the State Agency regarding location and ownership of surface and mineral rights. All bearings, and coordinates, if applicable, are based on Louisiana Coordinate System of 1927, (North or South Zone).

NOTE: The above description of the Tract nominated for lease has been provided and corrected, where required, exclusively by the nomination party. Any mineral lease selected from this Tract and awarded by the Louisiana State Mineral and Energy Board shall be without warranty of any kind, either express, implied, or statutory, including, but not limited to, the implied warranties of merchantability and fitness for a particular purpose. Should the mineral lease awarded by the Louisiana State Mineral and Energy Board be subsequently modified, cancelled or abrogated due to the existence of conflicting leases, operating agreements, private claims or other future obligations or conditions which may affect all or any portion of the leased Tract, it shall not relieve the Lessee of the obligation to pay any bonus due thereon to the Louisiana State Mineral and Energy Board, nor shall the Louisiana State Mineral and Energy Board be obligated to refund any consideration paid by the Lessor prior to such modification, cancellation, or abrogation, including, but not limited to, bonuses, rentals and royalties.

NOTE: Louisiana State University System will require a minimum bid of 22.5% and \$250 per acre.

NOTE: The following provisions shall control over any of the printed provisions appearing in said lease:

(n) In all disputes involving discharge of oil, saltwater or other noxious substances on the property, LESSEE shall bear the burden of proving these substances did not originate from its operations and that the presence of such substances did not damage the leased premises or LESSOR's other property. LESSEE

shall not store saltwater on the surface except in fiberglass or steel tankage on a temporary basis. Injection below all fresh water sands or disposing of saltwater off of the leased premises shall be the sole permissible method of saltwater disposal. Only saltwater from the leased premises may be injected in injection wells on the leased premises. LESSEE shall not discharge other noxious substances onto or under the property.

- (o) LESSEE shall furnish bond as may be required at any time or times by LESSOR, or such other security in lieu thereof as may be acceptable to LESSOR, conditioned upon faithful performance of the obligations set forth in this Exhibit "A."
- (p) Notwithstanding any other provisions hereof, LESSEE shall notify LESSOR in writing of the proposed location of any well or other installation, or of any operations whatsoever, and shall notify LESSOR of the appropriate commencement date of such operations, and provide LESSOR with appropriate maps and surveys of such sites or operations.
- On behalf of itself, its agents, employees, successors, sublessees, transferees and assigns, LESSEE shall indemnify, and hold harmless LESSOR from: (1) any and all strict liability), actions, liabilities (including demands, penalties, or losses (including, without limitation, claims for property damages, property value diminution, personal injuries, remedial costs, natural resource damages, restoration costs, and non-compliance penalties); (2) costs or expenses (including without limitation, court costs, administrative appeal costs, and attorneys' fees); (3) costs of any settlement or judgment regarding any of the foregoing; and, (4) any other claims of any and every kind whatsoever; each of the above obligations being in force and effect regardless of how the liability is caused or occurs, including liability resulting from the sole or concurrent negligence of LESSOR, LESSEE or other parties and including liability arising under theories other than negligence; said liabilities including without limitation liability for injuries or death to persons or damage to property, either belonging to LESSOR or to others, which may now or in the future (whether during or after the term of this Lease) be paid, incurred, suffered by, or asserted against LESSOR by any person or entity or governmental agency for, with respect to, or as a direct or indirect result of this Lease or any obligation, operation, activity, action or inaction of LESSEE hereunder, including without limitation any of such arising or in connection with any exploration, drilling, completing, producing, equipping, testing, transporting, plugging, or abandoning of any well or wells on the leased premises or on acreage pooled or unitized therewith or arising out of or in connection with: (1) the presence on or under the

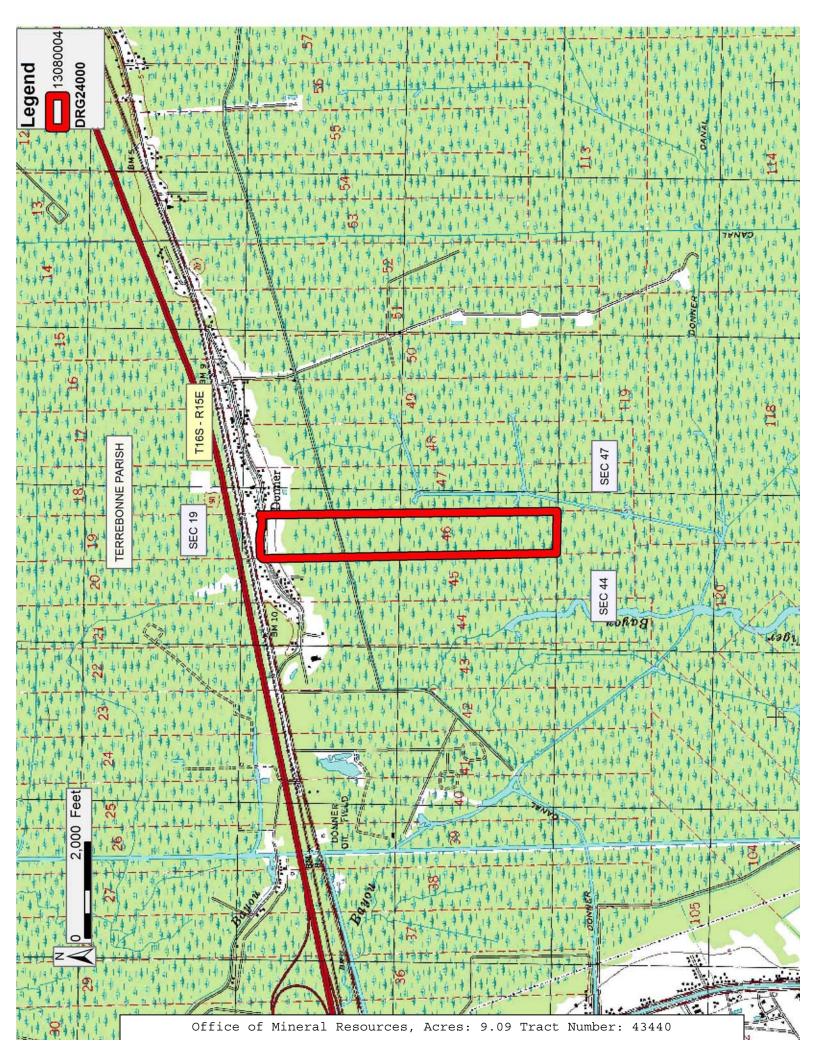
leased premises; or (2) the escape, seepage, leakage, spillage, emission, or discharge, onto or off the leased premises; or (3) the exposure of any person; of or to, any substance, waste, or material defined in or regulated by any environmental law, rule or regulation, or any condition of the leased premises which would concern the applicability of any environmental law, rule or regulation. The indemnity provided in this paragraph shall inure, by stipulation pour autrui, to the benefit of agents, employees, and servants of LESSOR, and any one of them may exercise this right of indemnity against LESSEE independently or LESSOR or of others.

- (r) Notwithstanding any other provisions contained herein, after the expiration of the primary term, production on the leased premises, or lands pooled with any portion thereof, shall maintain this lease in force only as to a depth of 100'feet below the deepest formation tested by a well on the leased premises or on a unit including a portion of the leased premises. At the expiration of the primary term, this lease shall then terminate as to all depths below said depth; but as to the leased premises above said depth the lease shall be maintained in accordance with the other provisions hereof.
- (s) Competent engineering and scientific evidence shall be admissible and sufficient in any proceeding to establish the extent of LESSOR's injury and the measure of the award for damages arising from a breach of this lease.
- (t) LESSOR or LESSOR's representative, at their respective risk, shall be entitled at all reasonable times, to inspect meters, or run its own independent tests to monitor or to determine production, or witness these operations conducted by LESSEE.
- (u) After production of oil or gas is secured from the leased premises, or lands unitized therewith, LESSEE shall, on LESSOR's written request, furnish or cause to be furnished on a monthly basis to LESSOR, flow charts and a copy of the Office of Conservation OGP Reports, R-5-D, DM-1R and DT-1 reports or successor reports showing production from any well from which LESSOR receives royalties under the terms of this lease.
- (v) If, in the event of production, a division order is circulated by LESSEE or by a purchaser of production, such division order will be a simple statement of interest containing no warranty or indemnity clauses and containing no clauses modifying in any way the terms of this lease. The insertion of any such clause will be of no force and effect.
- (w) It is agreed and understood that LESSEE shall not assign this lease or execute a sublease without the written consent of LESSOR, and said consent shall only be valid upon approval of

the assignment or sublease by resolution of the Louisiana State University Board of Supervisors. Further, such assignment, sublease or transfer shall not relieve the assignor, sublessor or transferor of obligations or liabilities under this lease, past, present or future, unless the LESSOR has discharged him expressly and in writing.

- (x) In order for this lease to be valid, LESSEE shall be registered with the Office of Mineral Resources, State of Louisiana and if LESSEE is an entity which can register with the Secretary of State, State of Louisiana, LESSEE shall provide to LESSOR a certificate of good standing from the Secretary of State, State of Louisiana, within sixty (60) days after the execution of this lease. Approval of assignments shall be contingent upon the providing of such certificates for each assignee.
- (y) Notwithstanding anything to the contrary contained herein, this lease shall not grant LESSEE the right to explore for, drill for, or produce geothermal resources as defined by La. R.S. 30:801.
- (z) This lease is subject to approval by the State Mineral Board.

Bidder	Cash	Price/	Rental	Oil	Gas	Other
	Payment	Acre				



## TRACT 43441 - Terrebonne Parish, Louisiana

A certain Tract of land, excluding the beds and bottoms of all navigable waters, belonging to and not presently under mineral lease from Louisiana State University System on August 14, 2013, being more fully described as follows: That certain tract or parcel of land, situated in Irregular Township 16 South, Range 15 East, Terrebonne Louisiana, and being described as Lot Nos. 40 and 41 of the Gilbert and Subdivision fo that part of Section 21 lying between Bayou Chacahoula and the right-of-way of the Texas and New Orleans Railroad, as per plat of G. E. Payne, Surveyor, dated November 23, 1910, filed of record in Book 59, Folio 583 of the conveyance records of Terrebonne Parish. Being the same tract acquired by Lessor and described as a portion of item (5) on Page 9 of Extract of Exhibit "A" attached to that certain Act of Delivery of Property Under Trust by Hibernia Bank, dated September 6, 1989, but effective as of August 27, 1985, and recorded under Entry No. 852809 of the Conveyance Records of Terrebonne Parish, Louisiana. It being the intention of Lessor to lease all of its undivided interest in said Section 21, lying South of the Union Pacific Railroad, containing 0.5 gross acres and 0.0023 net acres, all as more particularly outlined on a plat on file in the Office of Mineral Resources, Department of Natural Resources. The description is based on information provided by the State Agency regarding location and ownership of surface and mineral rights. All bearings, distances and coordinates, if applicable, are based on Louisiana Coordinate System of 1927, (North or South Zone).

NOTE: The above description of the Tract nominated for lease has been provided and corrected, where required, exclusively by the nomination party. Any mineral lease selected from this Tract and awarded by the Louisiana State Mineral and Energy Board shall be without warranty of any kind, either express, implied, or statutory, including, but not limited to, the implied warranties of merchantability and fitness for a particular purpose. Should the mineral lease awarded by the Louisiana State Mineral and Energy Board be subsequently modified, cancelled or abrogated due to the existence of conflicting leases, operating agreements, private claims or other future obligations or conditions which may affect all or any portion of the leased Tract, it shall not relieve the Lessee of the obligation to pay any bonus due thereon to the Louisiana State Mineral and Energy Board, nor shall the Louisiana State Mineral and Energy Board be obligated to refund any consideration paid by the Lessor prior to such modification, cancellation, or abrogation, including, but not limited to, bonuses, rentals and royalties.

NOTE: Louisiana State University System will require a minimum bid of 22.5% and \$250 per acre.

NOTE: The following provisions shall control over any of the printed provisions appearing in said lease:

- (aa) In all disputes involving discharge of oil, saltwater or other noxious substances on the property, LESSEE shall bear the burden of proving these substances did not originate from its operations and that the presence of such substances did not damage the leased premises or LESSOR's other property. LESSEE shall not store saltwater on the surface except in fiberglass or steel tankage on a temporary basis. Injection below all fresh water sands or disposing of saltwater off of the leased premises shall be the sole permissible method of saltwater disposal. Only saltwater from the leased premises may be injected in injection wells on the leased premises. LESSEE shall not discharge other noxious substances onto or under the property.
- (bb) LESSEE shall furnish bond as may be required at any time or times by LESSOR, or such other security in lieu thereof as may be acceptable to LESSOR, conditioned upon faithful performance of the obligations set forth in this Exhibit "A."
- (cc) Notwithstanding any other provisions hereof, LESSEE shall notify LESSOR in writing of the proposed location of any well or other installation, or of any operations whatsoever, and shall notify LESSOR of the appropriate commencement date of such operations, and provide LESSOR with appropriate maps and surveys of such sites or operations.
- On behalf of itself, its agents, employees, successors, sublessees, transferees and assigns, LESSEE shall indemnify, and hold harmless LESSOR from: (1) any and all liability), actions, liabilities (including strict demands, penalties, or losses (including, without limitation, claims for property damages, property value diminution, personal injuries, remedial costs, natural resource damages, restoration costs, and non-compliance penalties); (2) costs or expenses (including without limitation, court costs, administrative appeal costs, and attorneys' fees); (3) costs of any settlement or judgment regarding any of the foregoing; and, (4) any other claims of any and every kind whatsoever; each of the above obligations being in force and effect regardless of how the liability is caused or occurs, including liability resulting from the sole or concurrent negligence of LESSOR, LESSEE or other parties and including liability arising under theories other than negligence; said liabilities including without limitation liability for injuries or death to persons or damage to property, either belonging to LESSOR or to others, which may now or in the future (whether during or after the term of this Lease) be paid, incurred, suffered by, or asserted against LESSOR by any person or entity or governmental agency for, with respect to, or as a direct or indirect result of this Lease or any obligation, operation, activity, action or inaction of LESSEE hereunder, including without limitation any of such

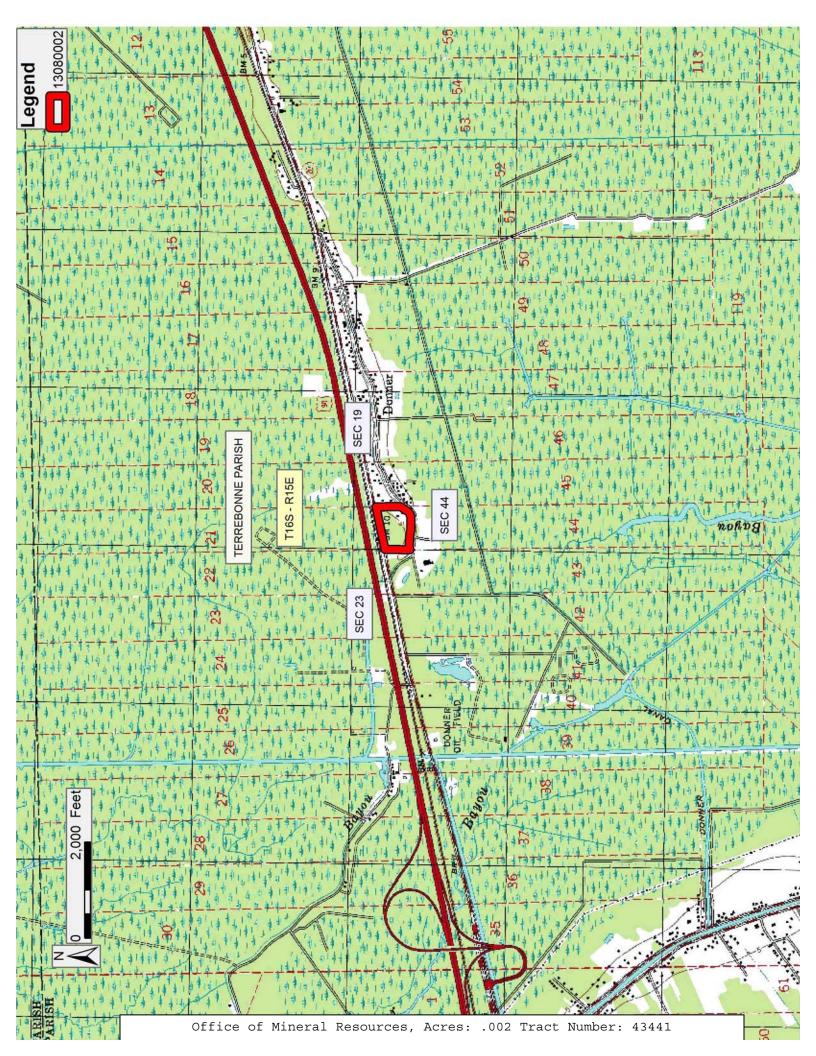
arising or in connection with any exploration, drilling, equipping, completing, testing, producing, transporting, plugging, or abandoning of any well or wells on the leased premises or on acreage pooled or unitized therewith or arising out of or in connection with: (1) the presence on or under the leased premises; or (2) the escape, seepage, leakage, spillage, emission, or discharge, onto or off the leased premises; or (3) the exposure of any person; of or to, any substance, waste, or material defined in or regulated by any environmental law, rule or regulation, or any condition of the leased premises which would concern the applicability of any environmental law, rule or regulation. The indemnity provided in this paragraph shall inure, by stipulation pour autrui, to the benefit of agents, employees, and servants of LESSOR, and any one of them may exercise this right of indemnity against LESSEE independently or LESSOR or of others.

- (ee) Notwithstanding any other provisions contained herein, after the expiration of the primary term, production on the leased premises, or lands pooled with any portion thereof, shall maintain this lease in force only as to a depth of 100'feet below the deepest formation tested by a well on the leased premises or on a unit including a portion of the leased premises. At the expiration of the primary term, this lease shall then terminate as to all depths below said depth; but as to the leased premises above said depth the lease shall be maintained in accordance with the other provisions hereof.
- (ff) Competent engineering and scientific evidence shall be admissible and sufficient in any proceeding to establish the extent of LESSOR's injury and the measure of the award for damages arising from a breach of this lease.
- (gg) LESSOR or LESSOR's representative, at their respective risk, shall be entitled at all reasonable times, to inspect meters, or run its own independent tests to monitor or to determine production, or witness these operations conducted by LESSEE.
- (hh) After production of oil or gas is secured from the leased premises, or lands unitized therewith, LESSEE shall, on LESSOR's written request, furnish or cause to be furnished on a monthly basis to LESSOR, flow charts and a copy of the Office of Conservation OGP Reports, R-5-D, DM-1R and DT-1 reports or successor reports showing production from any well from which LESSOR receives royalties under the terms of this lease.
- (ii) If, in the event of production, a division order is circulated by LESSEE or by a purchaser of production, such division order will be a simple statement of interest containing no warranty or indemnity clauses and containing no clauses

modifying in any way the terms of this lease. The insertion of any such clause will be of no force and effect.

- (jj) It is agreed and understood that LESSEE shall not assign this lease or execute a sublease without the written consent of LESSOR, and said consent shall only be valid upon approval of the assignment or sublease by resolution of the Louisiana State University Board of Supervisors. Further, such assignment, sublease or transfer shall not relieve the assignor, sublessor or transferor of obligations or liabilities under this lease, past, present or future, unless the LESSOR has discharged him expressly and in writing.
- (kk) In order for this lease to be valid, LESSEE shall be registered with the Office of Mineral Resources, State of Louisiana and if LESSEE is an entity which can register with the Secretary of State, State of Louisiana, LESSEE shall provide to LESSOR a certificate of good standing from the Secretary of State, State of Louisiana, within sixty (60) days after the execution of this lease. Approval of assignments shall be contingent upon the providing of such certificates for each assignee.
- (11) Notwithstanding anything to the contrary contained herein, this lease shall not grant LESSEE the right to explore for, drill for, or produce geothermal resources as defined by La. R.S. 30:801.
- (mm) This lease is subject to approval by the State Mineral Board.

Bidder	Cash	Price/	Rental	Oil	Gas	Other
	Payment	Acre				



## TRACT 43442 - Terrebonne Parish, Louisiana

A certain Tract of land, excluding the beds and bottoms of all navigable waters, belonging to and not presently under mineral lease from Louisiana State University System on August 14, 2013, being more fully described as follows: That certain tract or parcel of land containing 20 acres, more or less, situated in Irregular Section 21, Township 16 South, Range 15 East, Terrebonne Parish, Louisiana, and being described as all of the portion of said Section 21 lying south of the Union Pacific Railroad. Said tract being further shown on that certain Plat of Survey for C.P. Gable and L.W. Gilbert, dated November 23, 1910 by G. E. Payne, Surveyor, and recorded at Conveyance Book 59, Page 583 of the official records of Terrebonne Parish, Louisiana. Being the same tract acquired by Lessor and described as item (1) on Page 1 of Extract of Exhibit "A" attached to that certain Act of Delivery of Property Under Trust by Hibernia Bank, dated September 6, 1989, but effective as of August 27, 1985, and recorded under Entry No. 852809 of the Conveyance Records of Terrebonne Parish, Louisiana. It being the intention of Lessor to lease all of its undivided interest in said Section 21, lying South of the Union Pacific Railroad. Less and Except: 4.00 acres, more or less, and being described as Lots 4, 5, 6, 7, 8, 19, 20, 21, 22, 23, 37, 40, 41, 42, 53, and 55 shown on said Plat of Survey. Leaving a balance of 16.00 gross acres and 2.67 net acres, all as more particularly outlined on a plat on file in the Office of Mineral Resources, Department of Natural Resources. The description is based on information provided by the State Agency regarding location and ownership of surface and mineral rights. All bearings, distances and coordinates, if applicable, are based on Louisiana Coordinate System of 1927, (North or South Zone).

NOTE: The above description of the Tract nominated for lease has been provided and corrected, where required, exclusively by the nomination party. Any mineral lease selected from this Tract and awarded by the Louisiana State Mineral and Energy Board shall be without warranty of any kind, either express, implied, or statutory, including, but not limited to, the implied warranties of merchantability and fitness for a particular purpose. Should the mineral lease awarded by the Louisiana State Mineral and Energy Board be subsequently modified, cancelled or abrogated due to the existence of conflicting leases, operating agreements, private claims or other future obligations or conditions which may affect all or any portion of the leased Tract, it shall not relieve the Lessee of obligation to pay any bonus due thereon to the Louisiana State Mineral and Energy Board, nor shall the Louisiana State Mineral and Energy Board be obligated to refund any consideration paid by the Lessor prior to such modification, cancellation, or abrogation, including, but not limited to, bonuses, rentals and royalties.

NOTE: Louisiana State University System will require a minimum bid of 22.5% and \$250 per acre.

NOTE: The following provisions shall control over any of the printed provisions appearing in said lease:

- (nn) In all disputes involving discharge of oil, saltwater or other noxious substances on the property, LESSEE shall bear the burden of proving these substances did not originate from its operations and that the presence of such substances did not damage the leased premises or LESSOR's other property. LESSEE shall not store saltwater on the surface except in fiberglass or steel tankage on a temporary basis. Injection below all fresh water sands or disposing of saltwater off of the leased premises shall be the sole permissible method of saltwater disposal. Only saltwater from the leased premises may be injected in injection wells on the leased premises. LESSEE shall not discharge other noxious substances onto or under the property.
- (oo) LESSEE shall furnish bond as may be required at any time or times by LESSOR, or such other security in lieu thereof as may be acceptable to LESSOR, conditioned upon faithful performance of the obligations set forth in this Exhibit "A."
- (pp) Notwithstanding any other provisions hereof, LESSEE shall notify LESSOR in writing of the proposed location of any well or other installation, or of any operations whatsoever, and shall notify LESSOR of the appropriate commencement date of such operations, and provide LESSOR with appropriate maps and surveys of such sites or operations.
- On behalf of itself, its agents, employees, successors, sublessees, transferees and assigns, LESSEE shall defend, indemnify, and hold harmless LESSOR from: (1) any and all liabilities (including strict liability), actions, demands, penalties, or losses (including, without limitation, claims for property damages, property value diminution, personal injuries, remedial costs, natural resource damages, restoration costs, and non-compliance penalties); (2) costs or expenses (including without limitation, court costs, administrative appeal costs, and attorneys' fees); (3) costs of any settlement or judgment regarding any of the foregoing; and, (4) any other claims of any and every kind whatsoever; each of the above obligations being in force and effect regardless of how the liability is caused or occurs, including liability resulting from the sole or concurrent negligence of LESSOR, LESSEE or other parties and including liability arising under theories said liabilities other than negligence; including limitation liability for injuries or death to persons or damage to property, either belonging to LESSOR or to others, which may now or in the future (whether during or after the term of this Lease) be paid, incurred, suffered by, or asserted against LESSOR by any person or entity or governmental agency for, with

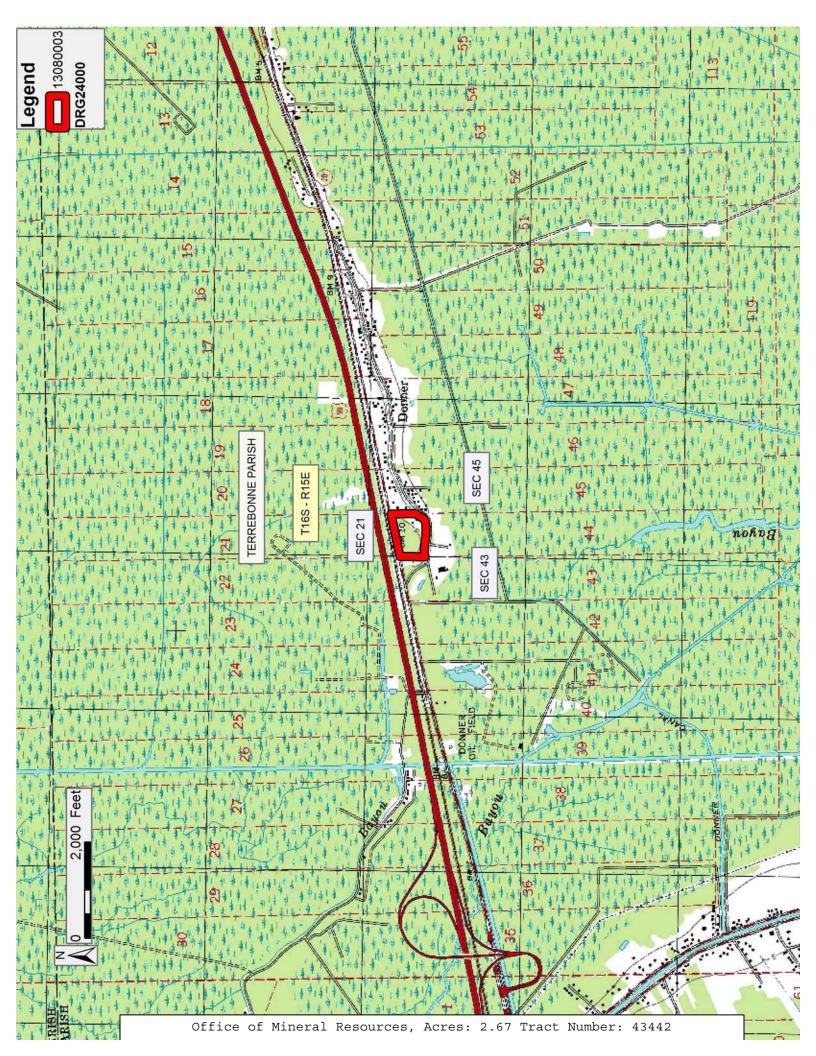
respect to, or as a direct or indirect result of this Lease or any obligation, operation, activity, action or inaction of LESSEE hereunder, including without limitation any of such arising or in connection with any exploration, drilling, completing, testing, producing, transporting, equipping, plugging, or abandoning of any well or wells on the leased premises or on acreage pooled or unitized therewith or arising out of or in connection with: (1) the presence on or under the leased premises; or (2) the escape, seepage, leakage, spillage, emission, or discharge, onto or off the leased premises; or (3) the exposure of any person; of or to, any substance, waste, or material defined in or regulated by any environmental law, rule or regulation, or any condition of the leased premises which would concern the applicability of any environmental law, rule or regulation. The indemnity provided in this paragraph shall inure, by stipulation pour autrui, to the benefit of agents, employees, and servants of LESSOR, and any one of them may exercise this right of indemnity against LESSEE independently or LESSOR or of others.

- (rr) Notwithstanding any other provisions contained herein, after the expiration of the primary term, production on the leased premises, or lands pooled with any portion thereof, shall maintain this lease in force only as to a depth of 100'feet below the deepest formation tested by a well on the leased premises or on a unit including a portion of the leased premises. At the expiration of the primary term, this lease shall then terminate as to all depths below said depth; but as to the leased premises above said depth the lease shall be maintained in accordance with the other provisions hereof.
- (ss) Competent engineering and scientific evidence shall be admissible and sufficient in any proceeding to establish the extent of LESSOR's injury and the measure of the award for damages arising from a breach of this lease.
- (tt) LESSOR or LESSOR's representative, at their respective risk, shall be entitled at all reasonable times, to inspect meters, or run its own independent tests to monitor or to determine production, or witness these operations conducted by LESSEE.
- (uu) After production of oil or gas is secured from the leased premises, or lands unitized therewith, LESSEE shall, on LESSOR's written request, furnish or cause to be furnished on a monthly basis to LESSOR, flow charts and a copy of the Office of Conservation OGP Reports, R-5-D, DM-1R and DT-1 reports or successor reports showing production from any well from which LESSOR receives royalties under the terms of this lease.
- (vv) If, in the event of production, a division order is circulated by LESSEE or by a purchaser of production, such

division order will be a simple statement of interest containing no warranty or indemnity clauses and containing no clauses modifying in any way the terms of this lease. The insertion of any such clause will be of no force and effect.

- (ww) It is agreed and understood that LESSEE shall not assign this lease or execute a sublease without the written consent of LESSOR, and said consent shall only be valid upon approval of the assignment or sublease by resolution of the Louisiana State University Board of Supervisors. Further, such assignment, sublease or transfer shall not relieve the assignor, sublessor or transferor of obligations or liabilities under this lease, past, present or future, unless the LESSOR has discharged him expressly and in writing.
- (xx) In order for this lease to be valid, LESSEE shall be registered with the Office of Mineral Resources, State of Louisiana and if LESSEE is an entity which can register with the Secretary of State, State of Louisiana, LESSEE shall provide to LESSOR a certificate of good standing from the Secretary of State, State of Louisiana, within sixty (60) days after the execution of this lease. Approval of assignments shall be contingent upon the providing of such certificates for each assignee.
- (yy) Notwithstanding anything to the contrary contained herein, this lease shall not grant LESSEE the right to explore for, drill for, or produce geothermal resources as defined by La. R.S. 30:801.
- (zz) This lease is subject to approval by the State Mineral Board.

Bidder	Cash	Price/	Rental	Oil	Gas	Other
	Payment	Acre				



## TRACT 43443 - Terrebonne Parish, Louisiana

A certain Tract of land, excluding the beds and bottoms of all navigable waters, belonging to and not presently under mineral lease from Louisiana State University System on August 14, 2013, being more fully described as follows: That certain tract or parcel of land, containing 158.00 acres, more or less, and being described as all of Irregular Section 45, Township 16 South, Range 15 East, Terrebonne Parish, Louisiana. LESS AND EXCEPT: 24.42 acres, more or less, situated in the northern portion of said Section 45 and being further described as that certain tract or parcel of land situated on the left descending bank of Bayou Chacahoula, having a depth of 6 arpents from said Bayou Chacahoula, and being bounded as follows: North by Bayou Chacahoula; East by eastern line of said Section 45; West by west line of said Section 45; and South by lands of Lessor. Leaving a balance of 133.58 acres, more or less. Being the same tract acquired by Lessor and described as item (3) on Page 1 of Extract of Exhibit "A" attached to that certain Act of Delivery of Property Under Trust by Hibernia Bank, dated September 6, 1989, but effective as of August 27, 1985, and recorded under Entry No. 852809 of the Conveyance Records of Terrebonne Parish, Louisiana. It being the intention of Lessor to lease all of its undivided interest owned by Lessor in said Section 45, in the northern most 66.79 acres and 22.26 net acres, all as more particularly outlined on a plat on file in the Office of Mineral Resources, Department of Natural Resources. The description is based on information provided by the State Agency regarding location and ownership of surface and mineral rights. All bearings, distances and coordinates, if applicable, are based on Louisiana Coordinate System of 1927, (North or South Zone).

NOTE: The above description of the Tract nominated for lease has been provided and corrected, where required, exclusively by the nomination party. Any mineral lease selected from this Tract and awarded by the Louisiana State Mineral and Energy Board shall be without warranty of any kind, either express, implied, or statutory, including, but not limited to, the implied warranties of merchantability and fitness for a particular purpose. Should the mineral lease awarded by the Louisiana State Mineral and Energy Board be subsequently modified, cancelled or abrogated due to the existence of conflicting leases, operating agreements, private claims or other future obligations or conditions which may affect all or any portion of the leased Tract, it shall not relieve the Lessee of obligation to pay any bonus due thereon to the Louisiana State Mineral and Energy Board, nor shall the Louisiana State Mineral and Energy Board be obligated to refund any consideration paid by the Lessor prior to such modification, cancellation, or abrogation, including, but not limited to, bonuses, rentals and royalties.

NOTE: Louisiana State University System will require a minimum bid of 22.5% and \$250 per acre.

NOTE: The following provisions shall control over any of the printed provisions appearing in said lease:

- (aaa) In all disputes involving discharge of oil, saltwater or other noxious substances on the property, LESSEE shall bear the burden of proving these substances did not originate from its operations and that the presence of such substances did not damage the leased premises or LESSOR's other property. LESSEE shall not store saltwater on the surface except in fiberglass or steel tankage on a temporary basis. Injection below all fresh water sands or disposing of saltwater off of the leased premises shall be the sole permissible method of saltwater disposal. Only saltwater from the leased premises may be injected in injection wells on the leased premises. LESSEE shall not discharge other noxious substances onto or under the property.
- (bbb) LESSEE shall furnish bond as may be required at any time or times by LESSOR, or such other security in lieu thereof as may be acceptable to LESSOR, conditioned upon faithful performance of the obligations set forth in this Exhibit "A."
- (ccc) Notwithstanding any other provisions hereof, LESSEE shall notify LESSOR in writing of the proposed location of any well or other installation, or of any operations whatsoever, and shall notify LESSOR of the appropriate commencement date of such operations, and provide LESSOR with appropriate maps and surveys of such sites or operations.
- On behalf of itself, its agents, employees, successors, sublessees, transferees and assigns, LESSEE shall defend, indemnify, and hold harmless LESSOR from: (1) any and all liabilities (including strict liability), actions, demands, penalties, or losses (including, without limitation, claims for property damages, property value diminution, personal injuries, remedial costs, natural resource damages, restoration costs, and non-compliance penalties); (2) costs or expenses (including without limitation, court costs, administrative appeal costs, and attorneys' fees); (3) costs of any settlement or judgment regarding any of the foregoing; and, (4) any other claims of any and every kind whatsoever; each of the above obligations being in force and effect regardless of how the liability is caused or occurs, including liability resulting from the sole or concurrent negligence of LESSOR, LESSEE or other parties and including liability arising under theories said liabilities other than negligence; including limitation liability for injuries or death to persons or damage to property, either belonging to LESSOR or to others, which may now or in the future (whether during or after the term of this Lease) be paid, incurred, suffered by, or asserted against LESSOR by any person or entity or governmental agency for, with

respect to, or as a direct or indirect result of this Lease or any obligation, operation, activity, action or inaction of LESSEE hereunder, including without limitation any of such arising or in connection with any exploration, drilling, completing, testing, producing, transporting, equipping, plugging, or abandoning of any well or wells on the leased premises or on acreage pooled or unitized therewith or arising out of or in connection with: (1) the presence on or under the leased premises; or (2) the escape, seepage, leakage, spillage, emission, or discharge, onto or off the leased premises; or (3) the exposure of any person; of or to, any substance, waste, or material defined in or regulated by any environmental law, rule or regulation, or any condition of the leased premises which would concern the applicability of any environmental law, rule or regulation. The indemnity provided in this paragraph shall inure, by stipulation pour autrui, to the benefit of agents, employees, and servants of LESSOR, and any one of them may exercise this right of indemnity against LESSEE independently or LESSOR or of others.

- (eee) Notwithstanding any other provisions contained herein, after the expiration of the primary term, production on the leased premises, or lands pooled with any portion thereof, shall maintain this lease in force only as to a depth of 100'feet below the deepest formation tested by a well on the leased premises or on a unit including a portion of the leased premises. At the expiration of the primary term, this lease shall then terminate as to all depths below said depth; but as to the leased premises above said depth the lease shall be maintained in accordance with the other provisions hereof.
- (fff) Competent engineering and scientific evidence shall be admissible and sufficient in any proceeding to establish the extent of LESSOR's injury and the measure of the award for damages arising from a breach of this lease.
- (ggg) LESSOR or LESSOR's representative, at their respective risk, shall be entitled at all reasonable times, to inspect meters, or run its own independent tests to monitor or to determine production, or witness these operations conducted by LESSEE.
- (hhh) After production of oil or gas is secured from the leased premises, or lands unitized therewith, LESSEE shall, on LESSOR's written request, furnish or cause to be furnished on a monthly basis to LESSOR, flow charts and a copy of the Office of Conservation OGP Reports, R-5-D, DM-1R and DT-1 reports or successor reports showing production from any well from which LESSOR receives royalties under the terms of this lease.
- (iii) If, in the event of production, a division order is circulated by LESSEE or by a purchaser of production, such

- division order will be a simple statement of interest containing no warranty or indemnity clauses and containing no clauses modifying in any way the terms of this lease. The insertion of any such clause will be of no force and effect.
- (jjj) It is agreed and understood that LESSEE shall not assign this lease or execute a sublease without the written consent of LESSOR, and said consent shall only be valid upon approval of the assignment or sublease by resolution of the Louisiana State University Board of Supervisors. Further, such assignment, sublease or transfer shall not relieve the assignor, sublessor or transferor of obligations or liabilities under this lease, past, present or future, unless the LESSOR has discharged him expressly and in writing.
- (kkk) In order for this lease to be valid, LESSEE shall be registered with the Office of Mineral Resources, State of Louisiana and if LESSEE is an entity which can register with the Secretary of State, State of Louisiana, LESSEE shall provide to LESSOR a certificate of good standing from the Secretary of State, State of Louisiana, within sixty (60) days after the execution of this lease. Approval of assignments shall be contingent upon the providing of such certificates for each assignee.
- (111) Notwithstanding anything to the contrary contained herein, this lease shall not grant LESSEE the right to explore for, drill for, or produce geothermal resources as defined by La. R.S. 30:801.
- (mmm) This lease is subject to approval by the State Mineral Board.

Bidder	Cash Payment	Price/	Rental	Oil	Gas	Other
	Payment	Acre				

