

LEASE FOR OIL, GAS AND OTHER LIQUID OR GASEOUS HYDROCARBON MINERALS

STATE OF LOUISIANA State Lease No. _____
PARISH OF EAST BATON ROUGE
Louisiana State Lease Form Revised 2019

WHEREAS, under the provisions of Subpart A of Chapter 2, Title 30 of the Louisiana Revised Statutes, and other applicable laws, the State Mineral and Energy Board ("Board") as the agent of the State of Louisiana ("State" or "Lessor") advertised for bids for a lease covering oil, gas and other liquid or gaseous hydrocarbon minerals in solution produced with oil or gas on the property described below; and

WHEREAS, in response to required advertisements, bids were received and duly opened in the City of Baton Rouge, Parish of East Baton Rouge, State of Louisiana on the ___ day of _____, 20XX at a meeting of the Board; and

WHEREAS, on the ___ day of _____, 20XX ("Effective Date"), the Board accepted the bid of and awarded this Lease to _____ ("Lessee"), whose address is _____, as the most advantageous to the State as Lessor.

NOW THEREFORE, be it known and remembered that the Board, acting under said authority for and on behalf of the State, as Lessor, does hereby lease, let and grant unto said Lessee the Leased Premises as defined below for the purpose of exploring by any method including, but not limited to seismic, geophysical and geological exploration for formations or structures, prospecting, drilling for and producing oil, gas and any other liquid or gaseous hydrocarbon minerals in solution produced with oil or gas, hereinafter sometimes referred to as "oil, gas or other liquid or gaseous minerals". This grant of authority shall include the exclusive right to explore and produce oil, gas and other liquid or gaseous hydrocarbon minerals in solution produced with oil or gas on the Leased Premises at the depths covered by this Lease. In connection therewith and as limited herein, Lessee shall have the right to use so much of the Leased Premises as reasonably may be necessary for such operations including, but not limited to storing minerals and fluids in facilities on the Leased Premises by means other than subsurface storage, laying pipelines, dredging canals, building roads, bridges, docks, tanks, power stations, telephone and electric transmission lines, and other structures and/or facilities.

The property ("Leased Premises") subject to this Lease, situated in the Parish(es) of _____, State of Louisiana, is more fully described as follows:

(PROPERTY DESCRIPTION)

This Lease excludes free sulfur, potash, lignite, salt and other solid minerals, and alternative energy sources including geothermal energy. Lessee shall not have any right to explore, drill for, mine, produce or take any action whatsoever in regard to any such solid mineral deposits, nor any right under this Lease in regard to alternative energy sources as defined by La. R.S. 30:124.

Should this Lease, when executed or thereafter, not cover all depths as to the Leased Premises or a portion thereof, the rights of Lessor or another lessee to conduct operations for the exploration, development and production of oil, gas or other liquid or gaseous minerals as to such excluded depths shall be exercised with reasonable regard for the rights of Lessee (as provided in La. R.S. 31:11), and vice versa.

Lessor makes no warranties as to the condition of the Leased Premises and Lessee accepts the Leased Premises "AS IS". Lessor has no obligation to make any repairs, additions or improvements to the Leased Premises, and Lessor does not warrant the suitability of the Leased Premises for any purposes intended by Lessee or contemplated by this Lease.

Lessor reserves the right to exclude certain sites from drilling and/or production activities in areas having special wildlife, environmental, or recreational significance on State surface lands and/or water bodies.

1
2 Notwithstanding any language herein to the contrary, the rights granted herein to Lessee
3 shall be subject to the surface usage for seismic and geophysical exploration by any seismic
4 permittee of the State whose valid permit predates the Effective Date of this Lease but only to the
5 extent that such permit covers all or a portion of the surface area encompassed within the
6 geographical boundary of the Leased Premises. The said seismic permittee shall owe Lessee no
7 duty to share seismic or geophysical information acquired under the predating permit nor to
8 reimburse Lessee for surface usage, but said seismic permittee shall not unreasonably interfere
9 with Lessee's exercise of its rights acquired hereunder.

10
11 Notwithstanding any language herein to the contrary, the rights granted herein to Lessee
12 shall be subject and subservient to surface usage for integrated coastal protection or hurricane and
13 flood protection projects promulgated, funded and/or effected through the State, the Coastal
14 Protection and Restoration Authority, the Department of Natural Resources and/or their divisions,
15 whether solely or in conjunction with other federal, state or local government agencies, or with
16 private individuals or entities. Lessee shall hold the State, its departments, agencies, boards and
17 commissions including, without limitation, the Coastal Protection and Restoration Authority, the
18 Department of Natural Resources, the Office of Mineral Resources ("**OMR**"), the Board and their
19 officers, employees, agents and representatives, and the United States government, its
20 departments, agencies and divisions, together with their respective officers, employees, agents and
21 representatives, free and harmless of and from any claims, actions and/or causes of action, except
22 as limited by law, for loss, harm or damage to the rights of any party arising under this Lease or
23 any other contract, permit or license of Lessee related to this Lease caused by the diversion of
24 freshwater or sediment, depositing of dredged or other materials, integrated coastal protection
25 projects, or any other such action taken for the purpose of management, preservation,
26 enhancement, creation, protection or restoration of coastal wetlands, water bottoms or related
27 public or renewable resources. Lessee, in the exercise of its rights granted hereunder, shall utilize
28 the best technology commercially available, including directional drilling, so as to minimize
29 interference with the ongoing surface usage entailed in the development, construction and
30 maintenance of said integrated coastal protection and/or hurricane and flood protection projects.

31
32 The captions or headings in this Lease are for convenience only and in no way define, limit or
33 describe the scope or intent of any provision of this Lease.

34
35 During the term of this Lease, Lessee shall comply with all federal, state, and local laws and
36 regulations, whether now in effect or enacted in the future, in carrying out the provisions of this
37 Lease.

38
39 The references in this Lease to statutes and regulations apply to the statute and regulation as
40 such existed at the time this Lease was revised and also to any amended or successor statute or
41 regulation.

42
43 **DEFINITIONS**

44
45 For purposes of this Lease, the following definitions shall apply:

46
47 (A) "**Acceptable Lease Operations**" shall mean either Actual Drilling Operations or Actual
48 Reworking Operations, as defined below, conducted on the Leased Premises in Good Faith
49 and with due diligence. Under no circumstances shall drilling or otherwise creating salt
50 water disposal wells constitute Acceptable Lease Operations.

51
52 (1) "**Actual Drilling Operations**" shall mean the following operations conducted
53 on the Leased Premises in Good Faith and with due diligence: (a) drilling
54 commenced by spudding-in of a new well, (b) deepening or sidetracking of an
55 existing well, (c) plugging back or attempted recompletion in a separate interval of
56 an existing well (all such operations being commenced by actual downhole
57 operations), or (d) completing any such well, including the installation of
58 equipment in the wellbore that is necessary to complete the well as a producer
59 and/or to maintain downhole completion activity. The installation of flowlines or
60 other surface facilities needed to produce the well shall not be considered as Actual
61 Drilling Operations.

1 Actual Drilling Operations shall include directional drilling operations (deviation
2 from vertical), in which event such Actual Drilling Operations shall be considered
3 to have commenced on the Leased Premises when the drill stem penetrates beneath
4 the surface of the Leased Premises.

5
6 Actual Drilling Operations shall be deemed to terminate on the last day downhole
7 operations of any kind are conducted, such as drilling, testing or completion.

8
9 (2) **“Actual Reworking Operations”** shall mean the following operations
10 conducted on the Leased Premises in Good Faith and with due diligence:
11 reconditioning, cleaning out or otherwise attempting to directly establish, increase
12 or restore production in an existing well by downhole operations.

13
14 Actual Reworking Operations shall be deemed to terminate on the last day any such
15 downhole operations are conducted.

16
17 (B) **“Affiliate”** shall mean any business concern, organization, or individual that controls, is
18 controlled by or is under common control with Lessee or operator. The power to control
19 is the key factor in affiliation with another business concern, whether exercised or not.

20
21 (1) Control may consist of:

- 22 (a) Shared management or ownership;
23 (b) Common use of facilities, equipment, and employees; and/or
24 (c) Family interest.

25
26 (2) Indicators of Lessee affiliates may include:

- 27 (a) Common ownership; and/or
28 (b) Common management and identity of interest.

29
30 (3) Power to control exists when a person or entity has 50% or more ownership. It may
31 also exist with considerably less than 50% ownership by contractual arrangement
32 or when a person or entity owns a large share compared to other parties.

33
34 (4) The term “Affiliate” shall also mean any business concern, organization, or
35 individual operating a well on the Leased Premises, making royalty payments, or
36 engaged in the sale of oil, gas or products for the Lessee or an operator.

37
38 (C) **“Anniversary Date”** shall mean the same date on each next ensuing year or years after the
39 Effective Date of this Lease.

40
41 (D) **“Good Faith”** as used in the definition of Acceptable Lease Operations, Actual Drilling
42 Operations and Actual Reworking Operations shall mean that each well operation must be:

- 43
44 (1) commenced with reasonable expectation of discovering and producing minerals in
45 paying quantities at a particular point or depth;
46 ~~(2) continued at the site chosen to reach that point or depth;~~ and
47 (3) conducted in such a manner that constitutes a single operation.

48
49 (E) **“Leasehold Payments”** shall mean Rental payments, Deferred Development Payments,
50 Shut-In Payments and any other payments allowed to maintain this Lease in whole or in
51 part.

52
53 (F) The term **“Lessee”** as used throughout this Lease, means and includes the original Lessee
54 named in this Lease, any Affiliate of Lessee, and all assignees, heirs, successors and any
55 Affiliate of any such assignees, heirs or successors.

56
57 (G) **“Non-Affiliate”** shall mean a person, company, firm or other business unit that is not an
58 Affiliate.

59
60 (H) **“Production in Paying Quantities”** shall mean production of oil, gas or other liquid or
61 gaseous minerals in paying quantities as defined by La. R.S. 31:124 from the Leased
62 Premises, in addition, notwithstanding the provisions of La. R.S. 31:125, the amount of

royalties payable on such production must also be sufficient to constitute serious or adequate consideration to the Lessor.

(I) **“Unit”** shall mean unitized or pooled mineral acreage by order of a governmental agency or by conventional agreement approved by Lessor.

~~(J) **“Unitized Operations”** shall mean Actual Drilling Operations, Actual Reworking Operations, Production in Paying Quantities, Acceptable Lease Operations and/or Shut-in Payments attributed to one or more wells, whether located on the Leased Premises or on lands pooled or unitized therewith, designated or otherwise constituting unit wells, cross unit wells, substitute unit wells and/or alternate unit wells in one or more Units encompassing all or a portion of the Leased Premises.~~

ARTICLE 1 – BONUS

3-13-19 Preliminarily Accepted as Written

Lessee has this day paid to Lessor a cash payment of _____ (\$ _____) Dollars one-half (1/2) of which is (a) full and adequate consideration for every right granted hereunder and one-half (1/2) of which is (b) the annual rental for the first year of this lease.

ARTICLE 2 – PRIMARY TERM

3-13-19 Preliminarily Accepted as Written

(A) Subject to the provisions hereof, this Lease shall be for a term of ____ () years (**“Primary Term”**) and for so long thereafter as this Lease is maintained in force in any manner provided herein.

(B) If the Lessee is not in default under any of the terms and conditions of the Lease, the Lessee may apply to the Board in writing to extend the Primary Term of this Lease by a maximum of two (2) additional years. The Lessee must file his request to OMR not later than ninety (90) days prior to the expiration of the initial Primary Term. The Board may extend the Primary Term and said extension shall be on the same terms and conditions as set forth herein, except for any additional consideration and/or modified terms accepted by the Board for the granting of said extension.

ARTICLE 3 - LEASE MAINTENANCE

5-8-19 Preliminarily Accepted as Written

(A) Lease Maintenance During the Primary Term

(1) If Actual Drilling Operations or Production in Paying Quantities is not occurring on the first Anniversary Date, this Lease shall terminate unless Lessee, on or before the first Anniversary Date, pays to Lessor the sum of _____ (\$ _____) Dollars (**“Rental”**). Timely payment of a Rental shall extend for twelve (12) months from the Anniversary Date the time within which Actual Drilling Operations or Production in Paying Quantities must be commenced in order to maintain this Lease. If, during the Primary Term but after the first year thereof, this Lease has been maintained and Actual Drilling Operations or Production in Paying Quantities is not occurring on an Anniversary Date, this Lease shall terminate unless Lessee pays a Rental to the Lessor on or before that Anniversary Date. The Lessor is not required to give notice that Rentals are due. Rental payment by Lessee shall be in a form acceptable by the Board and made payable to the order of the **“Office of Mineral Resources”** and delivered or mailed to OMR on or before the Anniversary Date.

(2) If Actual Drilling Operations or Production in Paying Quantities is occurring on an Anniversary Date during the Primary Term, no Rental shall be due and this Lease shall remain in effect for twelve (12) months from that Anniversary Date as if a Rental had been paid.

(3) Should Actual Drilling Operations be abandoned or suspended or Production in Paying Quantities cease at any time within a period of ninety (90) days prior to an Anniversary Date during the Primary Term, Lessee shall have a period of ninety

(90) days after the date of such abandonment, suspension or cessation within which to commence or resume Actual Drilling Operations or Production in Paying Quantities on the Leased Premises, or make the Rental payment. The commencement or resumption of Actual Drilling Operations or Production in Paying Quantities or payment of Rental within the ninety (90) day period shall have the same effect as though such were commenced, resumed or Rental paid on or before the Anniversary Date.

(B) Lease Maintenance at the end of the Primary Term and Thereafter

(1) This Lease shall terminate at the end of the Primary Term unless Acceptable Lease Operations or Production in Paying Quantities is occurring. If Acceptable Lease Operations or Production in Paying Quantities is occurring at the end of the Primary Term, this Lease shall terminate unless Acceptable Lease Operations or Production in Paying Quantities continue without a lapse of greater than ninety (90) days between cessation of Acceptable Lease Operations or Production in Paying Quantities and their recommencement.

(2) If Acceptable Lease Operations or Production in Paying Quantities cease within ninety (90) days prior to expiration of the Primary Term or at any time after the Primary Term, and Lessee commences or resumes Acceptable Lease Operations or Production in Paying Quantities within ninety (90) days after such cessation, this Lease will continue for so long as Acceptable Lease Operations or Production in Paying Quantities continue. If Lessee fails to commence Acceptable Lease Operations or Production in Paying Quantities within ninety (90) days or there is a lapse of greater than ninety (90) days between cessation of Acceptable Lease Operations or Production in Paying Quantities, this Lease shall thereupon terminate.

(C) Lease Maintenance when Leased Premises included in a Unit

(1) Notwithstanding anything to the contrary herein contained, in the event all or a portion of the Leased Premises is included by itself or with other lands in a Unit, then Actual Drilling Operations, Actual Reworking Operations, Production in Paying Quantities, Acceptable Lease Operations and/or Shut-in Payments attributed to that Unit (“Unitized Operations”) ~~for that Unit~~ shall serve to maintain this Lease, pursuant to the applicable provisions found in sections (A), (B), or (D) of this article, only as to that portion of the Leased Premises embraced in such a Unit and this Lease shall terminate as to all acreage lying outside the Unit (“*Outside Acreage*”) unless maintained as set forth herein below. For purposes of maintaining this Lease with Unitized Operations pursuant to this section, the definitions for the defined terms Actual Drilling Operations, Actual Reworking Operations, Production in Paying Quantities, Acceptable Lease Operations and/or Shut-in Payments, are expanded to include operations, production or payments attributed to wells whether located on the Leased Premises or on lands pooled or unitized therewith. As used herein, the term “*Deferred Development Payment*” shall mean a sum equal to one-half of the per-acre cash bonus payment made for this Lease multiplied by the number of acres in the Outside Acreage.

(2) This Lease may be maintained as to Outside Acreage as otherwise allowed under the terms of this Lease or as follows:

(a) Lessee pays the Lessor a Deferred Development Payment on or before the Anniversary Date of this Lease next ensuing after the commencement of Unitized Operations; or

(b) In the event that Unitized Operations commence within ninety (90) days before the Anniversary Date next ensuing after the commencement of Unitized Operations, Lessee shall make a Deferred Development Payment within ninety (90) days of said commencement of the Unitized Operations; or

1 (c) In the event that this Lease is being maintained as to Outside Acreage by
2 Acceptable Lease Operations and/or Production in Paying Quantities, and such
3 Acceptable Lease Operations and/or Production in Paying Quantities cease for
4 any cause and this Lease is not otherwise maintained as to Outside Acreage
5 under the terms of this Lease, Lessee shall, within ninety (90) days of said
6 cessation, resume Acceptable Lease Operations and/or Production in Paying
7 Quantities as to the Outside Acreage or make a Deferred Development Payment
8 on or before the end of the ninety (90) day period.
9

10 (3) The Deferred Development Payment shall maintain this Lease as to Outside Acreage
11 until the next Anniversary Date. By payment of the Deferred Development Payment
12 on or before each succeeding Anniversary Date, this Lease may be maintained as to
13 Outside Acreage during the remainder of the Primary Term and up to two (2) years
14 beyond the Primary Term.
15

16 (4) Nothing contained in this Article is intended to create nor shall have the effect of
17 creating several or separate Leases, or in any manner serve to extend, increase or limit
18 the obligation of Lessee to protect the Leased Premises from drainage as required in
19 this Lease or otherwise.
20

21 **(D) Shut-In Payments**
22

23 (1) If at any time or times (during or after the Primary Term) there is on the Leased
24 Premises a gas and/or oil well or wells capable of Production in Paying Quantities,
25 but gas and/or oil is not being used, produced or marketed therefrom because of the
26 lack of a reasonable market or production/marketing facilities (“**Qualifying**
27 **Conditions**”), and if this Lease is not then being otherwise maintained, Lessee may
28 make a request to maintain this Lease in force by making a payment at the rate of
29 Fifty (\$50.00) Dollars per acre for the acreage not otherwise maintained under the
30 terms of this Lease (“Shut-In Acreage”), but in no event shall payment be less than
31 One Thousand (\$1,000.00) Dollars (“**Shut-In Payment**”). A Shut-In Payment shall
32 maintain this Lease as to Shut-In Acreage for a period of six (6) months (“**Shut-In**
33 **Period**”), during which, it shall be considered that there is Production in Paying
34 Quantities for lease maintenance purposes only. The Shut-In Payment must be
35 made prior to the termination of this Lease as to the Shut-In Acreage.
36

37 (2) Lessee’s request to make a Shut-In Payment must clearly demonstrate proof to the
38 Lessor the existence of the Qualifying Conditions and that Lessee has, and is
39 continuing, to diligently, and in good faith, attempt to remedy the lack of facilities
40 to produce or market the product or obtain a market contract for the product.
41 Lessee’s request to make a Shut-In Payment requires Lessor’s approval and shall
42 be at the sole discretion of Lessor, which approval shall not be unreasonably
43 withheld. However, if this Lease can be maintained by the payment of a Rental,
44 Lessor has the sole discretion to require the Lessee to maintain the Lease by
45 payment of a Rental rather than by a Shut-In Payment.
46

47 (3) Lessee may request up to a maximum of six (6) consecutive Shut-In Periods. For
48 each subsequent request following the initial Shut-In Period, Lessee must clearly
49 demonstrate proof to the Lessor the existence of Qualifying Conditions and that
50 Lessee has, and is continuing, to diligently, and in good faith, attempt to remedy
51 the lack of facilities to produce or market the product or obtain a market contract
52 for the product. Each such subsequent request requires Lessor’s approval and shall
53 be at the sole discretion of Lessor, which approval shall not be unreasonably
54 withheld. However, if this Lease can be maintained by the payment of a Rental,
55 Lessor has the sole discretion to require the Lessee to maintain the Lease by
56 payment of a Rental rather than by a Shut-In Payment. Each such subsequent
57 request must be received prior to the end of the then existing Shut-In Period, and,
58 if authorized, shall commence upon expiration of the then existing Shut-In Period.
59 If Lessee’s subsequent request is denied, then on the last day of the then existing
60 Shut-In Period, this Lease shall terminate unless it can be maintained under other
61 provisions hereof. Notwithstanding the limitation upon consecutive Shut-In
62 Periods, for compelling reasons proven to the satisfaction of Lessor, Lessee may

1 request, and Lessor may grant an additional Shut-In Period or periods in accordance
2 with the terms and requirements herein, with any such extension(s) to be approved
3 via an acknowledgment Resolution having the effect of an amendment of this
4 Lease.

5
6 **(E) Termination of Deep Rights:**

7
8 (1) No sooner than the second Anniversary Date beyond the end of the Primary Term,
9 the Lessor may terminate this Lease as to all or a portion of the Leased Premises as
10 to the following all depths: for vertical wells located on the Leased Premises or on
11 lands pooled or unitized therewith, one hundred feet (100') true vertical depth for
12 vertical wells and three hundred feet (300') for horizontal wells below the deepest
13 depth at which casing is set; for horizontal wells producing perforation in the well
14 or wells located on the Leased Premises or on lands pooled or unitized therewith,
15 three hundred feet (300') true vertical depth below the deepest depth reached by the
16 horizontal lateral between the first takepoint and the last takepoint; or a deeper
17 depth agreed to by the Lessor ("Deep Rights Acreage"). In applying this provision
18 and arriving at a depth at which this Lease will terminate and the Deep Rights
19 Acreage will begin ("**Termination Depth**"), unless otherwise agreed to by the
20 Lessor, the Termination Depth shall be measured in true vertical depth and shall be
21 uniform, constant and unvarying throughout the entirety of the geographic confines
22 of the Deep Rights Acreage.

23
24 (2) In the event that Lessor exercises its right to terminate this Lease as to the Deep
25 Rights Acreage, Lessor shall have the right to enter into new agreements for the
26 exploration and production of minerals from the Deep Rights Acreage, and in
27 connection therewith to grant someone other than the Lessee the right to explore,
28 develop, produce and market minerals from the Deep Rights Acreage, together with
29 the rights of ingress and egress through the Leased Premises to conduct such
30 operations, commensurate with the rights granted to Lessee herein, including the
31 right to penetrate and drill through the formations above the Deep Rights Acreage.
32 The rights retained by the Lessee and the rights granted with respect to the Deep
33 Rights Acreage shall be exercised in such manner that neither shall unduly interfere
34 with the operations of the other upon the Leased Premises or the Deep Rights
35 Acreage.

36
37 **ARTICLE 4 – TRANSFERS AND ASSIGNMENTS**
38 **6-12-19 Preliminarily Accepted as Written**

39
40 (A) No assignment, sublease or other transfer, in whole or in part, of any rights or interest
41 granted to Lessee under this Lease (collectively hereinafter referred to as an
42 "**Assignment**") shall be valid unless approved by Lessor in accordance with La. R.S.
43 30:128 and as amended. Nonetheless, an Assignment shall not include, and the prior
44 sentence shall not apply to, the granting of a mortgage in, collateral assignment of
45 production from, or other security interest in this Lease or the transfer of an overriding
46 royalty interest, production payment, net profits interest, or similar interest in this Lease.

47
48 (B) An assignor, sublessor or transferor making an Assignment of this Lease is not relieved of
49 his obligations or liabilities under this Lease unless the Lessor has discharged him
50 expressly and in writing, notwithstanding approval of the Assignment by Lessor and
51 regardless of any understanding, agreement, language or reference to the contrary set forth
52 in the terms and conditions of the Assignment.

53
54 (C) All terms, provisions, conditions, duties, responsibilities and obligations of this Lease shall
55 be binding upon and inure to the benefit of an assignee(s), sublessee(s) and transferee(s).

56
57 **ARTICLE 5 – FORCE MAJEURE AND SUSPENDING EVENTS**
58 **3-13-19 Preliminarily Accepted as Written**

59
60 (A) (1) If, at any time this Lease is being maintained by Acceptable Lease Operations
61 and/or Production in Paying Quantities, and Lessee is prevented from continuing
62 Acceptable Lease Operations and/or Production in Paying Quantities by the

1 occurrence of a Force Majeure or Suspending Event as defined in this article,
2 (“**Incident**”), and Lessee cannot maintain this Lease under any other operative
3 provision of this Lease, such as the Rental payment, Deferred Development
4 Payment or Shut-In Payment, then and only then shall the date for Lessee to re-
5 commence Acceptable Lease Operations and/or Production in Paying Quantities in
6 order to maintain this Lease be postponed on a day-for-day basis for so long as the
7 adverse effects of the Incident continue, providing that Lessee provides OMR with
8 notice in accordance with section (B) of this article and that Lessee is diligently,
9 reasonably and in good faith attempting to mitigate and eliminate the effects of the
10 Incident. The occurrence of an Incident shall not maintain this Lease for more than
11 twelve (12) months from the date of the Incident onset unless extended by Lessor.
12

13 (2) A determination as to whether Lessee can utilize this article and whether Lessee
14 has complied with the requirements thereof is at the sole, reasonable discretion of
15 Lessor. In making such a determination, Lessor shall not consider Lessee’s
16 financial inability to comply with any of the obligations of this Lease and an
17 increase in costs of performing the obligations set forth in this Lease shall not
18 constitute circumstances beyond Lessee’s control.
19

20 (B) Within ninety (90) days of the Incident onset Lessee shall submit a written notice
21 containing the following: (1) the onset date, description and nature of the Incident; (2) the
22 effects preventing continuation of Acceptable Lease Operations or Production in Paying
23 Quantities; (3) a description and evidence of Lessee’s diligent, reasonable and good faith
24 efforts to mitigate and eliminate the effects of the Incident and to resume Acceptable Lease
25 Operations and/or Production in Paying Quantities; (4) an estimated time for resumption
26 of Acceptable Lease Operations or Production in Paying Quantities; and (5) any other
27 information or documentation evidencing the existence of the Incident requested by Lessor.
28 Notice given beyond ninety (90) days shall not be considered reasonable notice and the
29 application may be denied by Lessor barring consequential extenuating circumstances.
30

31 (C) Every thirty (30) days following the notice required in section (B) of this article, Lessee
32 shall be required to submit written, detailed reports on a monthly basis to OMR giving
33 therein a description and evidence of Lessee’s diligent, reasonable and good faith efforts
34 to mitigate and eliminate the effects of the Incident and to resume Acceptable Lease
35 Operations or Production in Paying Quantities. If the reports are not timely submitted or if
36 Lessee did not attempt in good faith to mitigate the effects of the Incident, Lessor, after
37 notice and opportunity to be heard, may declare the Incident recognition to be ended and
38 that Lessee may not after such failure utilize this provision to excuse any failure to comply
39 with any obligations of this Lease relating to the particular Incident involved.
40

41 (D) A “**Force Majeure**” event, as herein utilized, shall be a fortuitous event that is beyond
42 Lessee’s control and is not ultimately determined to be caused by Lessee or due to Lessee’s
43 negligent or intentional commission or omission, or failure to take reasonable and timely
44 foreseeable preventative measures that would have mitigated or negated the effects of the
45 event. An example of a Force Majeure event may include, depending on the specific
46 circumstances involved (1) a major storm, major flood or other similar natural disaster, or
47 (2) a major accident such as a blowout, fire or explosion.
48

49 (E) A “**Suspending Event**”, as herein utilized, shall be (1) the lack of availability, after Lessee
50 has diligently, timely and in good faith attempted to secure same, of any required
51 equipment and/or personnel, such as the specific type of rig or specific type of casing or
52 drill pipe, or (2) the unreasonable delay by any government agency or political subdivision
53 in granting permits necessary for Acceptable Lease Operations or Production in Paying
54 Quantities, or (3) an order of any federal or state court of competent jurisdiction preventing
55 Acceptable Lease Operations or Production in Paying Quantities, or (4) the act of a third
56 party, not under the control or at the instigation of Lessee, in shutting down and
57 unreasonably refusing to reopen any facility through which hydrocarbons from this Lease
58 are necessarily passed as part of production (and provided there is no other reasonably
59 economical method of carrying on production), or (5) other events not described herein
60 that are recognized by Lessor.
61
62

ARTICLE 6 – UNITS

6-12-19 Preliminarily Accepted as Written

- 1
2
3
4 (A) Lessee may include all or a portion of the Leased Premises within a Unit. Nonetheless,
5 Lessee must obtain Lessor’s approval prior to including all or a portion of the Leased
6 Premises in a Unit through a conventional agreement.
7
8 (B) If Lessee applies for, gives notice of the intent to apply for, or receives notice of an
9 application to the Commissioner of Conservation for the creation, dissolution, or
10 modification of any Unit that includes, or is seeking to include or exclude, all or a portion
11 of the Leased Premises, Lessee shall provide Lessor with copies of same, in addition to any
12 information attached thereto. If Lessee is the applicant, said copies shall be furnished to
13 Lessor either at the time the application or notice is filed with the Commissioner of
14 Conservation or at the time required by applicable orders or regulations of the
15 Commissioner of Conservation for furnishing such information, whichever is earlier; if
16 Lessee is not the applicant, said copies shall be furnished to Lessor promptly after Lessee
17 receives copies of such application or notice. For a Unit created by an order of the
18 Commissioner of Conservation, which includes all or a portion of the Leased Premises,
19 Lessee shall furnish Lessor a survey plat for the of each Unit so created, either prior to or
20 within ninety (90) days of initial production from said Unit. The Lessor may, upon written
21 request by the Lessee, extend the time period to furnish Lessor the survey plat or waive
22 this requirement.
23
24 ~~(C) Lessee agrees to pay the royalty required by this Lease from the effective date of a Unit~~
25 ~~that includes all or a portion of the Leased Premises, regardless of whether or not~~
26 ~~development and operating costs chargeable to the Leased Premises have been paid.~~
27

ARTICLE 7 – PROTECTION AGAINST DRAINAGE

5-8-19 Preliminarily Accepted as Written

- 28
29
30
31
32 (A) Lessee agrees to protect the Leased Premises from drainage of oil, gas or other liquid or
33 gaseous minerals by a well producing from adjacent or nearby property (“*Adjacent Well*”)
34 not owned by Lessor and not included in a Unit ~~containing all or a portion of the Leased~~
35 ~~Premises~~ (“*Drainage*”). It shall be presumed, subject to rebuttal by Lessee, that Drainage
36 is occurring if the Adjacent Well is producing within six hundred and sixty feet (660’) of
37 the Leased Premises (or within any spacing or pooling unit distance greater than 660 feet
38 established by the Commissioner of Conservation) or the boundary of any Unit containing
39 all or a portion of the Leased Premises. This presumption shall not serve to limit or
40 preclude Lessee’s obligation to protect the Leased Premises from Drainage in cases where
41 the facts giving rise to the presumption do not exist.
42
43 (B) In order to satisfy its obligation to protect from Drainage, Lessee shall, within one hundred
44 twenty (120) days after the completion date of the Adjacent Well, begin Actual Drilling
45 Operations for a well drilled to a depth necessary to protect the Leased Premises from
46 Drainage, if a reasonably prudent operator would drill such a well (“*Offset Well*”). If
47 Lessee is not an operator or does not have an interest in the Adjacent Well, the Lessee shall
48 be required to begin such operations within one hundred twenty (120) days after receipt of
49 written notice from Lessor.
50
51 (C) Lessee may delay the drilling of an Offset Well for a period not to exceed one (1) year by
52 making payments to Lessor in the same manner and amount equal to one-half (1/2) the
53 royalties Lessee would have to pay pursuant to this Lease, as if the production being
54 obtained from the Adjacent Well was being obtained from a well producing from the
55 Leased Premises (“*Offset Royalties*”). Offset Royalties are intended to permit Lessee time
56 to further evaluate the producing Adjacent Well, and the payment of Offset Royalties shall
57 not of itself serve to maintain this Lease if not otherwise maintained.
58
59 (D) The obligation to protect the Leased Premises from Drainage and the requirements of this
60 article shall be satisfied with respect to a particular Adjacent Well on the date that Lessee
61 either releases the affected portion of the Leased Premises or initiates unitization
62 proceedings to include all or a portion of the Leased Premises is included within a Unit in

1 which the particular Adjacent Well is serving as the Unit well. Any damages from Drainage
2 occurring prior to the date such a release is executed or such a Unit is created are owed by
3 the Lessee to the Lessor.

4
5 **ARTICLE 8 – LESSEE REPORTING**
6 **6-12-19 Preliminarily Accepted as Written**
7

- 8 (A) Lessee shall furnish Lessor, upon request, well and survey data reasonably available to
9 Lessee relating to the Leased Premises or lands pooled therewith including, but not limited
10 to: (1) all wire line surveys and all (open and cased hole) logs run in the well in paper and
11 digital formats to be determined by Lessor; (2) directional surveys; (3) mud logs and core
12 descriptions of both sidewall samples and conventional cores; (4) drill stem and production
13 test data; (5) daily drilling reports (to be supplied weekly); and (6) production data, current
14 and cumulative, including oil, gas and water production, surface and subsurface pressures.
15 Upon request, Lessee also shall furnish Lessor with any and all other information
16 reasonably available to Lessee to keep Lessor informed of Lessee's compliance with the
17 provisions of this Lease and operations on the Leased Premises. To the extent allowed by
18 law, Lessor agrees to keep confidential any information submitted under this article that is
19 not already part of the public domain.
20
- 21 (B) Nothing in this article shall require Lessee to furnish or permit inspection of Lessee's
22 interpretation of the information referred to above. Lessor's representatives shall have
23 access, at reasonable times and intervals, to examine and inspect Lessee's information and
24 operations being conducted on the Leased Premises or lands pooled or unitized.
25

26 **ARTICLE 9 – ROYALTY**

- 27 (A) Unless Lessor elects to take in-kind all or any part of the portion due Lessor as royalty on
28 minerals produced, saved, sold, utilized or severed hereunder pursuant to La. R.S.
29 30:127(C), which option may be exercised at any time and for any duration upon written
30 notice to Lessee, Lessee shall pay royalty to the Lessor as follows:
31
- 32 (B) ROYALTY ON OIL
- 33 (1) ^ Percent of the value, as hereinafter provided, of all oil, including condensate or
34 other liquid mineral, produced, saved, sold, utilized or severed from, or attributable
35 to, the Leased Premises. When such oil is sold by Lessee to a Non-Affiliate
36 purchaser under an arms' length contract prudently negotiated under the facts and
37 circumstances existing at the time of its execution, the value of such oil shall be the
38 price received by Lessee for such oil under the contract. If such oil is sold by Lessee
39 to an Affiliate purchaser or the contract is not an arms' length contract, but the
40 contract would have been considered prudently negotiated under the facts and
41 circumstances existing at the time of its execution, then the value of the oil shall be
42 the price received by Lessee under the contract; if such contract would not have
43 been considered prudently negotiated at the time of its execution, the value of such
44 oil, including all premiums and consideration in whatever form, shall not be less
45 than the average of the prices paid for oil of like kind and quality from the field
46 from which such oil is being produced, or if no oil is being sold from that field, the
47 average of prices paid for oil of like kind and quality in the three nearest fields in
48 which oil of like kind and quality is being sold, all comparisons to be with contracts
49 made in the same market (either interstate or intrastate) and for the sale of similar
50 kinds, qualities and quantities of oil.
51
- 52 (2) Lessee must exercise due diligence and make reasonable efforts to market all
53 production from the Leased Premises to obtain the best price reasonably available
54 for the oil. Lessee shall place oil produced, saved, sold, utilized or severed from
55 the Leased Premises in marketable condition and Lessee cannot deduct from the
56 value of said oil any costs associated with putting the oil into a marketable
57 condition, except as specifically allowed elsewhere in this article. Marketable
58 condition for oil means sufficiently free from impurities and otherwise in a
59 condition that it will be acceptable by a Non-Affiliate purchaser under a sales
60 contract typical for the field or area.
61

1 (3) Lessee shall not make any deduction whatsoever for the cost of any operation,
2 process, facility, or other item considered to be a function of production,
3 exploration, development, primary or enhanced recovery or abandonment at the
4 time such oil is run. Without limiting the foregoing sentence, the following costs
5 are not to be deducted from the value of oil: (a) costs incurred for gathering, whether
6 inside or outside the field; (b) costs incurred for transportation within the field; (c)
7 costs incurred for pumping, lifting, recycling, handling, treating, separating,
8 dehydrating, removing contaminants, or in any way processing oil production to
9 put it in marketable condition; (d) the cost of storage on the Leased Premises or in
10 the field; (e) any marketing fees. The performance of any non-deductible function
11 at a commingled facility in or outside the field in which the Leased Premises is
12 situated, shall not make the cost of any such function deductible.
13

14 (4) If Lessee delivers such oil at a point outside the field in which the Leased Premises
15 is situated, Lessee may deduct from the value of such oil the reasonable, actual,
16 unreimbursed costs of transportation from the field boundary to the point of
17 delivery by means of facilities belonging to a Non-Affiliate party. If such
18 transportation is by means of facilities owned or co-owned by the Lessee or an
19 Affiliate, Lessee may deduct from the value of oil a reasonable sum for such
20 services, computed as follows: the amount deductible shall include only (1) the
21 direct cost of operation and maintenance, including cost of labor, direct supervision,
22 fuel, supplies, ordinary repairs, and ad valorem taxes; and (2) depreciation of the
23 facility computed over the estimated life of the field.
24

25 (C) ROYALTY ON GAS

26 (1) ^^ Percent of the value, as hereinafter provided, of all gas, including casinghead
27 gas, produced, saved, sold, utilized, or severed from, or attributable to, the Leased
28 Premises. When such gas is sold by Lessee to a Non-Affiliate purchaser under an
29 arms' length contract prudently negotiated under the facts and circumstances
30 existing at the time of its execution, the value of such gas shall be the price received
31 by Lessee for such gas under the contract. If such gas is sold by Lessee to an
32 Affiliate purchaser or the contract is not an arms' length contract, but the contract
33 would have been considered prudently negotiated under the facts and circumstances
34 existing at the time of its execution, then the value of the gas shall be the price
35 received by Lessee under the contract; if such contract would not have been
36 considered prudently negotiated at the time of its execution, the value of such gas,
37 including all premiums and consideration in whatever form, shall not be less than
38 the average of the prices paid for gas of like kind and quality from the field from
39 which such gas is being produced, or if no gas is being sold from that field, the
40 average of prices paid for gas of like kind and quality in the three nearest fields in
41 which gas of like kind and quality is being sold, all comparisons to be with contracts
42 made in the same market (either interstate or intrastate) and for the sale of similar
43 kinds, qualities and quantities of gas.
44

45 (2) Lessee must exercise due diligence and make reasonable efforts to market all gas
46 production from the Leased Premises to obtain the best price reasonably available
47 for the gas. Lessee shall place gas produced, saved, sold, utilized or severed from
48 the Leased Premises in marketable condition and Lessee cannot deduct from the
49 value of said gas any costs associated with putting the gas into a marketable
50 condition, except as specifically allowed elsewhere in this article. Marketable
51 condition for gas means sufficiently free from impurities and otherwise in a
52 condition that it will be acceptable by a Non-Affiliate purchaser under a sales
53 contract typical for the field or area, or when the gas meets the location, quality and
54 pressure specifications for transmission into an interstate pipeline or processing
55 facility.
56

57 (3) Except as expressly permitted herein, Lessee shall not make any deduction
58 whatsoever for the cost of any operation, process, facility, or other item considered
59 to be a function of production, exploration, development, primary or enhanced
60 recovery or abandonment at the time such gas is produced. Without limiting the
61 foregoing sentence, the following costs are not to be deducted from the value of

1 gas: (a) costs incurred for gathering, whether inside or outside the field; (b) costs
2 incurred for transportation within the field; (c) costs incurred for lifting, recycling,
3 separating, treating, dehydrating, removing contaminants, amine treating, glycol,
4 methanol and chemical injection, or in any way processing gas production to put it
5 in marketable condition; (d) any marketing fees. The performance of any non-
6 deductible function at a commingled facility in or outside the field in which the
7 Leased Premises is situated shall not make the cost of any such function deductible.
8 Lessee may deduct costs incurred for compression of gas at a point in or adjacent
9 to the field for insertion into a purchaser's line or into a line owned by Lessee or a
10 carrier for transportation to a point of delivery outside the field.

11
12 (4) If Lessee delivers such gas at a point outside the field in which the Leased Premises
13 is situated, Lessee may deduct from the value of such gas the reasonable, actual,
14 unreimbursed costs for transportation from the field boundary to the point of
15 delivery by means of facilities belonging to a Non-Affiliate. If such transportation
16 is by means of facilities owned by the Lessee or an Affiliate, Lessee may deduct
17 from the value of gas a reasonable sum for such services, computed as follows: the
18 amount deductible shall include only (1) the direct cost of operation and
19 maintenance, including cost of labor, direct supervision, fuel, supplies, ordinary
20 repairs, and ad valorem taxes; and (2) depreciation of the facility computed over
21 the estimated life of the field.

22
23 (D) ROYALTY ON NGLS

24 (1) Gas produced hereunder, including casinghead gas, may be processed in a gasoline
25 or other extraction plant in or serving the field; and natural gasoline, natural gas
26 liquids or other products ("NGLs), may be recovered therefrom either directly by
27 Lessee or under contracts executed by Lessee. Lessor shall be paid a royalty on all
28 residue gas remaining after such processing or extraction pursuant to the amount
29 and terms set forth in section (C) of this article. Lessee shall pay the Lessor
30 ^^^^^^% as royalty on the value, as hereinafter provided, of NGLs processed or
31 extracted from all gas, including casinghead gas, produced, saved, sold, utilized, or
32 severed from, or attributable to, the Leased Premises. If Lessee enters into an arm's
33 length contract with a Non-Affiliate for the processing of gas, which is prudently
34 negotiated under the facts and circumstances existing at the time of execution, and
35 under which such party retains in kind a portion of the NGLs recovered from or
36 attributed to such gas as consideration for processing, Lessee shall pay such royalty
37 on the NGLs allocated to Lessee under such contract. If Lessee enters into a
38 contract for processing gas with an Affiliate, or if the contact is not arm's length or
39 is not prudently negotiated under the facts and circumstances existing at the time
40 of execution, Lessee shall pay the royalty on the total NGLs recovered.

41
42 (2) The value of the NGLs shall be the price received by Lessee if sold to a Non-
43 Affiliate purchaser under an arm's length contract prudently negotiated under the
44 facts and circumstances existing at the time of execution. If the NGLs are sold by
45 Lessee to an Affiliate purchaser or the contract is not an arms' length contract, but
46 the contract would have been considered prudently negotiated under the facts and
47 circumstances existing at the time of its execution, then the value of the NGLs shall
48 be the price received by Lessee under the contract; if such contract would not have
49 been considered prudently negotiated at the time of its execution, or if the NGLs
50 are not sold under any contract, the value of NGLs, including all premiums and
51 consideration in whatever form, shall be calculated on the basis of Oil Price
52 Information Service (OPIS) at Mont Belvieu, Texas on the date sold. If at a future
53 date, an industry recognized and accepted index posting changes to something other
54 than OPIS at Mont Belvieu, Texas, a new standard may be agreed to by the parties
55 to this Lease.

56
57 (3) If the gas is processed by a Non-Affiliate under an arm's length contract prudently
58 negotiated under the facts and circumstances existing at the time of execution, the
59 charges deducted shall be those provided in such contract, and those charges may
60 include, but are not limited to, a combination of processing and retention of NGLs
61 by the processor. If the gas is processed at a facility owned or co-owned by an
62 Affiliate, or is processed pursuant to a non-arm's length contract with an Affiliate,

1 or if the contract was not prudently negotiated under the facts and circumstances
2 existing at the time of execution, the charges to be deducted shall include only the
3 Lessor's proportionate part of (1) the direct cost of operating and maintaining the
4 plant, computed annually, including cost of labor and on-site supervision, materials,
5 supplies, and ordinary repairs; (2) plant fuel and shrinkage; (3) depreciation of the
6 plant computed over the life or lives of the field or fields served by the plant, or by
7 such other method as is agreed upon by Lessor and Lessee; and (4) ad valorem
8 taxes.
9

10 (E) GENERAL PROVISIONS APPLICABLE TO ALL ROYALTY

- 11 (1) Lessee shall report all production of hydrocarbons and associated liquid or gaseous
12 minerals from, or attributable to, this Lease to the Production Audit Division of the
13 Office of Conservation and to the Mineral Income Division of the Office of Mineral
14 Resources by appropriate forms containing both LeaseUnitWell (LUW) code and,
15 beginning January 1, 2013, well serial number. Failure to report production as
16 herein specified shall be deemed "improper reporting" which shall subject Lessee
17 to the penalty as allow by law or this Lease.
18
- 19 (2) If Lessee receives compensation for any function, process or liability related to
20 production from the Leased Premises without the right given herein to deduct the
21 costs related to such compensation, such compensation amount shall be included in
22 the value for such production type when computing royalties.
23
- 24 (3) Lessor's royalty shall be calculated and paid after deduction of all severance or
25 production taxes.
26
- 27 (4) The first payment of royalty shall be made within one hundred twenty (120) days
28 following commencement of production. In the case of any production which has
29 occurred prior to the Effective Date, but which is deemed to be covered by this
30 Lease, Lessee hereby agrees to pay Lessor's royalty on all such prior production
31 within one hundred twenty (120) days from the Effective Date. Thereafter, royalty
32 on oil, including condensate or other liquid mineral, shall be paid by the 25th of
33 each month for production of the previous month; and royalty on gas, including
34 NGLs extracted or processed from gas, shall be paid on or before the 25th day of
35 the second month following that in which such gas was produced or extracted or
36 processed. In the event any royalty payment is not correctly or timely made, the
37 remedies provided by La..R.S. 31:137 through 142 and La. R.S. 30:136 relative to
38 notice, damages, penalty, interest, attorney fees, and dissolution shall be applicable,
39 except that interest shall be payable thereon until paid without any requirement for
40 prior written notice by Lessor to Lessee.
41
- 42 (5) Lessee may recycle gas or liquid hydrocarbons produced from the Leased Premises
43 for gas and/or oil lift purposes on the Leased Premises or for injection into any oil
44 or gas producing formation underlying the Leased Premises for stimulating the
45 production of oil or for secondary recovery purposes and no royalties shall be
46 payable on the gas or liquid hydrocarbon so recycled until such time as the same
47 may thereafter be severed from, produced, saved, sold, or utilized by Lessee in such
48 manner as to entitle Lessor to a royalty thereon under the royalty provisions of this
49 Lease.
50

51 **ARTICLE 10 – AUDIT RECORDS**
52 **7-10-19 Preliminarily Accepted as Written**
53

54 Lessee shall establish and maintain in an organized manner all records, reports and other
55 information reasonably relevant to its calculation of royalties, deductions and/or other sums due
56 by Lessee under the terms of this Lease. Upon reasonable notice, Lessor, through OMR, shall
57 have the right to access such records in the manner and format they are regularly maintained in the
58 ordinary course of business for the purpose of review, duplication and/or audit. To the extent
59 allowed by law, all such records, reports and other information provided for review, duplication
60 or audit shall be maintained by OMR personnel in strict confidence.
61

ARTICLE 11 – LEASE ACCESS

6-12-19 Preliminarily Accepted as Written

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3
4 (A) Lessee shall maintain and preserve the public’s access to public waterways throughout the
5 State lands covered by this Lease.
6
7 (B) Lessee shall grant Lessor, or any other person or entity acting on behalf of Lessor, access
8 at all reasonable times via any road or waterway to inspect the Leased Premises to ensure
9 compliance with all Lease requirements or to exercise any right reserved explicitly or
10 impliedly in this Lease. ~~Lessor or Lessor’s representatives shall have access at all~~
11 ~~reasonable times to examine and inspect Lessee’s operations being conducted on, or~~
12 ~~records pertaining to, the Leased Premises or lands pooled or unitized therewith, to ensure~~
13 ~~compliance with all Lease requirements or to exercise any right of Lessor under this Lease.~~
14
15 (C) Lessor retains the right to sell, exchange, transfer, or otherwise dispose of all or any portion
16 of the Leased Premises and all rights in the Leased Premises not expressly granted to
17 Lessee or necessarily implied by this Lease. Further, Lessor shall have the right to use any
18 and all portions of the Leased Premises for any purpose or to issue rights-of-ways and
19 servitudes upon the Leased Premises provided doing so does not unreasonably interfere
20 with the rights of Lessee.
21

ARTICLE 12 – LESSOR’S RIGHTS

5-8-19 Preliminarily Accepted as Written

22
23
24 The mention of any express obligation of Lessee herein shall never be construed as affecting any
25 implied obligation which Lessee may otherwise owe Lessor hereunder, but shall be considered as
26 being in addition thereto. Similarly, the mention of any right or remedy of Lessor herein shall not
27 preclude Lessor from exercising any other right or remedy to which Lessor might otherwise be
28 entitled; and no failure of Lessor to enforce any provision of this lease shall operate as a waiver of
29 Lessor’s right to thereafter enforce such provision or any other provision.

ARTICLE 13 – SURFACE USE AND RESTORATION

6-12-19 Preliminarily Accepted as Written

30
31
32
33 (A) SURFACE USE

- 34
35 (1) Lessee shall comply with and be subject to all applicable state and federal laws and
36 regulations, in effect now and as amended, and all laws and regulations enacted
37 after the effective date of this Lease which govern: exploration and production (or
38 where applicable, hazardous or industrial) waste disposal, storage, treatment,
39 transportation, or management; environmental quality (regardless of the
40 environmental media involved); oil and gas conservation; navigation; archeological
41 resources; cemeteries; coastal resource management; and wetlands protection and
42 restoration.
43
44 (2) Lessee shall conduct operations with the highest degree of care using standard
45 industry practices and procedures and proper safeguards and take all reasonably
46 necessary preparations and precautions to prevent pollution, fire, explosion, and
47 environmental damage to the Leased Premises. Lessee shall use all reasonably
48 necessary means at its disposal to recapture ~~all~~ escaped hydrocarbon minerals or
49 other pollutants. Lessee shall be responsible, without limitation, for all damage to
50 the Leased Premises caused by its operations including, but not limited to loss or
51 damage to timber, crops, roads, buildings, fences, bridges, soil, surface and
52 subsurface water, aquifers and vegetation, and also all environmental damage as
53 that term is defined in La. R.S. 30:29. This responsibility shall be irrespective of
54 whether such damage is due to negligence, or to the inherent nature of Lessee’s
55 activities or operations or other reason(s).
56
57 (3) Within sixty (60) days following the completion of each operation under this Lease,
58 Lessee shall remove all materials and equipment no longer necessary for
59 exploration or production (including without limitation all submerged materials,
60 equipment or debris) that were placed on the Leased Premises by or for the account

of Lessee and may impede commercial fishing and trawling.

(4) Lessee shall report all unpermitted and reportable discharges on the Leased Premises as required by applicable state and federal environmental and conservation statutes and regulations to the Lessor and any other legally required entity.

(5) Lessee shall, at its sole cost and expense, keep and maintain the Leased Premises, all improvements thereon utilized, owned, placed and/or caused to be placed by Lessee and all facilities appurtenant to such improvements in good order and repair and in the appropriate condition for the safe conduct of any activities or enterprises conducted on the Leased Premises pursuant to the rights granted hereunder, and any applicable state or federal laws.

(B) RESTORATION

(1) Lessee shall be obligated to plug and abandon all wells owned, utilized, placed or caused to be placed by the Lessee on the Leased Premises no longer producing or utilized for operations or production ~~on the Leased Premises~~, to remove from the Leased Premises all structures and facilities owned, utilized, placed or caused to be placed by Lessee which are no longer utilized for operations or production on the Leased Premises, and to restore the Leased Premises, as near as practicable, to the condition existing on the Effective Date of this Lease ("*Restoration Obligations*"), all at Lessee's sole risk, cost and expense and subject to compliance with laws, rules and regulations. Lessee shall complete the Restoration Obligations within one (1) year commencing on the earliest of the following dates: (a) the date said wells, structures or facilities are no longer actually producing or no longer actually utilized for operations or production on the Leased Premises; or (b) the date this Lease has expired, terminated or been released (whichever occurs first) as to all or a portion of the Leased Premises. The failure of the Lessee to timely complete the Restoration Obligations shall subject Lessee to and make Lessee liable for any and all costs or expenses of any kind incurred by the State for plugging said wells or removing said structures or facilities, but in no instance shall title to or ownership of said facilities automatically vest in or transfer to the State nor shall said wells, structures or facilities be deemed "improvements" to the Leased Premises for purposes of vesting title in same to the State.

(2) Lessor recognizes Lessee's right ~~and obligation~~ to draw and remove casing from wells and further, to remove any structures and facilities no longer utilized in operations or production on the Leased Premises. However, unless otherwise approved by Lessor, Lessee or its agent shall not be permitted to salvage and/or remove from the Leased Premises equipment, machinery, structures or facilities no longer utilized by any wells until the said wells on the Leased Premises are first plugged and abandoned in accordance with all applicable laws, rules and regulations.

ARTICLE 14 - FINANCIAL SECURITY
5-8-19 Preliminarily Accepted as Written

(A) In accepting this Lease and its terms, Lessee agrees that Lessee or an operator drilling on the Leased Premises shall provide financial security for the plugging and abandoning, and associated site restoration of each well drilled. Lessee's obligation to provide financial security also is required upon a change of operatorship of a well on the Leased Premises.

(B) Lessee's obligation under this Lease to provide financial security for the plugging and abandoning, and associated site restoration, of each well, drilled shall be satisfied by fully establishing and maintaining financial security of a nature, to the extent, and in the amount required to comply with the applicable statutes, rules and regulations of the Louisiana Office of Conservation.

(C) Lessee shall furnish to Lessor, upon request, evidence of the financial security so provided to the Louisiana Commissioner of Conservation.

ARTICLE 15 - GENERAL LIABILITY INSURANCE

6-12-19 Preliminarily Accepted as Written

(A) Lessee, at its sole expense, shall purchase and maintain in full force and effect, throughout the Operational Term and continuing until all Lease obligations are fulfilled, a policy(s) of commercial general liability insurance having a minimum limit per occurrence of One Million (\$1,000,000.00) Dollars and excess liability insurance having a minimum limit per occurrence of Two Million (\$2,000,000.00) Dollars (or other such limits as deemed reasonably appropriate and necessary by Lessor after notice and Board review). This policy(s) shall identify Lessor as an additional insured, be applicable to the Leased Premises and provide coverage, except as may be limited by law, to Lessor and Lessee against claims for bodily injury, death and property damage, and for pollution incidents of a sudden and accidental nature causing such harm that may arise from or in connection with the development and production activities and operations conducted pursuant to this Lease by Lessee, its operators, contractors, employees, agents, representatives and their successors and assigns.

Documents evidencing satisfaction of the requirements of this section shall be provided to Lessor prior to commencement of the Operational Term, with the Certificate Holder listed as:

State of Louisiana
Office of Mineral Resources
LaSalle Building – 8th Floor
617 North Third Street
Baton Rouge, Louisiana 70802
Ref: State Lease No. _____

For purposes of this Article, the “*Operational Term*” shall commence ~~thirty (30) days prior to upon the initiation of~~ any surface activity on the Leased Premises in furtherance of the development and production of oil and gas including, but not limited, to surveying, mobilization, location preparation and other such activities preliminary to development of this Lease.

(B) At the discretion of Lessor, Lessee may be authorized to satisfy the requirements of this Article by means of self-insurance. Such authorization will not be unreasonably withheld if Lessee is able to demonstrate sustained financial stability and satisfy all other requirements of Lessor.

(C) The insurance coverage required hereby shall be provided at Lessee’s sole expense and the insurer shall have no recourse against Lessor for payment of premiums or any assessments required by the policy(s). Deductibles and/or self-insured retentions must be reasonable, within industry standards and, upon request, disclosed by Lessee to Lessor, with Lessee solely responsible for paying all such deductibles and/or self-insured retentions.

(D) The insurance coverage required hereby of Lessee shall be provided by a company authorized to do business in the State of Louisiana having an A.M. Best’s rating of A-:VI or higher (or a comparable rating by another rating agency acceptable to Lessor). At any time, if an insurer issuing such policy(s) does not meet the minimum A.M. Best rating, Lessee shall obtain a substitute policy(s) with an insurer possessing such rating and submit a substitute Certificate of Insurance in compliance herewith.

(E) Lessee shall furnish to Lessor, on an annual basis within thirty (30) days of the policy’s annual renewal date, a Certificate(s) of Insurance fully completed and signed by the insurer’s authorized representative evidencing satisfaction of the insurance coverage requirements of this Article. Additionally, upon request, Lessee shall provide to Lessor the Declaration Page and the Cancellation Endorsement for the policy(s), along with any additional endorsements that may be requested by Lessor.

ARTICLE 16 – TITLE DISPUTES
7-10-19 Preliminarily Accepted as Written

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3
4 (A) Notwithstanding any provision herein to the contrary, this Lease is granted and accepted
5 without any warranty of title and without any recourse against Lessor whatsoever, either
6 express or implied. It is expressly agreed that Lessor shall not be required to return any
7 payments received hereunder or be otherwise responsible to Lessee therefor. ~~Lessee~~
8 ~~represents that it has investigated title to the Leased Premises and is satisfied with such~~
9 ~~title as Lessor may have.~~ Lessor hereby disclaims any covenant of quiet enjoyment or
10 peaceful possession of the Leased Premises.
11
12 (B) In the event of a bona fide dispute or litigation involving Lessor’s ownership or title to any
13 portion of the Leased Premises, Lessee agrees to promptly notify Lessor, in writing, and
14 provide any information and/or documentation in Lessee’s possession or to which Lessee
15 has access regarding such dispute, including the identity of the adverse claimant(s) and the
16 nature of the dispute.
17
18 (C) During the pendency of and through resolution of the dispute or litigation, Lessee shall
19 comply with all terms, provisions and requirements of this Lease, including the payment
20 of royalty, and shall be deemed in default of payment of royalty if Lessee suspends or stops
21 making royalty payments. However, in lieu of making said payments directly to Lessor,
22 Lessee may:
23
24 (1) Request and obtain authorization from Lessor to suspend the direct payment of
25 royalty due on the production attributable to the disputed acreage, deposit the
26 royalty payments into an interest bearing escrow account at a FDIC insured
27 financial institution having a presence within the State and fully comply with the
28 title dispute protocol approved by Lessor; or
29
30 (2) Initiate a concursus proceeding and deposit the royalty payments attributable to the
31 disputed acreage into the court registry; or
32
33 (3) Take other action as authorized by Lessor.
34
35 (D) Nothing herein is intended to waive, release, relinquish or in any way diminish any rights
36 Lessor may have to review, examine, audit, dispute, challenge or contest any payments
37 made or not made by or on behalf of Lessee on the production attributable to the disputed
38 acreage. In the event an audit or other examination should reveal that the sums deposited
39 into an escrow account or into the registry of the court are incorrect, Lessee shall remain
40 fully responsible for all royalty amounts determined to be due and owing, and may be
41 subject to payment of interest and penalties as required by law or the terms of this Lease.
42
43 (E) Upon termination of any escrow authority, concursus proceeding or other action authorized
44 by Lessor, royalty payments due on the production attributable to the disputed acreage shall
45 be made directly to Lessor in accordance with the provisions of this Lease or the terms of
46 any settlement or final unappealable judgment that resolves the title dispute.

ARTICLE 17 - TERMINATION AND RELEASE
3-13-19 Preliminarily Accepted as Written

- 47
48
49
50 (A) Lessee may release all or any portion or portions of the Leased Premises at any time this
51 Lease is in effect and thereby be relieved of all obligations thereafter accruing under this
52 Lease as to the portions surrendered; however, no partial release shall reduce or otherwise
53 affect the amount of Rentals required to maintain this Lease during the Primary Term
54 thereof. Nor shall any release of this Lease, in whole or in part, relieve the Lessee or any
55 of its successors or assigns of any obligations to plug and abandon wells, restore the Leased
56 Premises, or any other obligations arising under Louisiana Commissioner of Conservation
57 orders, decisions, or regulations pertaining to the remediation of well sites.
58
59 (B) Within ninety (90) days after termination of this Lease as to any portion of the Leased
60 Premises, either during or after the Primary Term hereof, Lessee shall execute and record
61 an appropriate release evidencing such expiration or termination, and shall also supply

1 Lessor with a copy or copies thereof properly certified by the recorder or recorders of the
2 parish or parishes in which the Leased Premises are located. In the event Lessee fails to
3 timely comply therewith, Lessee shall be liable for reasonable attorney fees and court costs
4 incurred in bringing suit for such cancellation, and for all damages resulting therefrom. It
5 is agreed, however, that damages to be paid by Lessee to Lessor shall be One Hundred
6 Dollars (\$100.00) per day for each day of non-compliance after expiration of said ninety
7 (90) day period, regardless of whether suit is filed for cancellation, and for such additional
8 compensatory damages as Lessor may prove. Lessee its successors or assigns, hereby
9 waives any further notice of default or otherwise and confesses judgment as regards the
10 liquidated damages accruing as herein set forth.

- 11
12 (C) Within ninety (90) days after termination of this Lease as to any portion of the Leased
13 Premises, either during or after the Primary Term, Lessee shall submit to OMR a listing of
14 all unplugged wells and facilities owned, or placed and/or caused to be placed by Lessee
15 on the acreage released and a written preliminary plan which sets forth the Lessee's
16 schedule for complying with its Restoration Obligations of the Leased Premises.

17
18 **ARTICLE 18 – NOTICES**

19 **7-10-19 Preliminarily Accepted as Written**

- 20
21 A) All notices required by this Lease or by law to be served on, given to, or delivered shall be
22 in writing and shall be properly addressed to the Lessee(s) at the last address provided to
23 OMR pursuant to La. R.S. 30:123.1 or section (B) of this article or to OMR at 617 N. 3rd
24 Street, LaSalle Building, 8th Floor, Baton Rouge, Louisiana 70802 or P.O. Box 2827 Baton
25 Rouge, Louisiana 70821-2827. Such notices shall be deemed effective and delivered (i)
26 upon receipt if delivered personally; or (ii) if properly addressed, upon deposit in the U.S.
27 mail, registered or certified, postage prepaid, return receipt requested; or (iii) if properly
28 addressed, one (1) business day after it is sent by recognized commercial overnight courier
29 service.
30
31 B) Each Lessee(s) desiring to change its physical and/or mailing address shall be responsible
32 for providing OMR with the new address. Written notice pursuant to this section is
33 required ten days prior to the effective date of the address change and must be transmitted
34 in accordance with section (A) of this article.
35
36 C) Upon an Assignment, Lessee(s)/Assignor(s) and/or the Assignee(s) shall ensure that the
37 information required pursuant to La. R.S. 30:123.1 for the Assignee(s) is current for
38 purposes of notice herein.
39
40 D) Failure of Lessee to update and/or maintain accurate contact information shall not
41 invalidate any notice given by OMR.

42
43 **ARTICLE 19 – INDEMNITY AND HOLD HARMLESS**

44 **6-12-19 Preliminarily Accepted as Written**

45
46 Lessee unconditionally agrees to respond to, investigate, defend, protect, save, indemnify, and hold
47 free and harmless the State, the Department of Natural Resources, the Board, ~~and the~~ OMR ~~and the~~
48 ~~officers, employees, agents and representatives of Lessor~~ from any and all demands, claims, causes
49 of action, damages, judgments, costs, fees, expenses and attorney fees arising from any harm, loss,
50 injury or death to any person, or any harm, loss, damage or destruction of any property resulting
51 from any act, omission, fault or negligence of Lessee or any of Lessee's officers, employees,
52 agents, representatives, contractors, subcontractors, licensees and invitees in conducting or failing
53 to conduct activities or operations pursuant to the rights granted by this Lease. ~~The protections~~
54 ~~afforded by this provision equally apply to the officers, employees, agents and representatives of~~
55 ~~Lessor, including the referenced governmental entities.~~

56
57 This general indemnity provision is in addition to and shall not be limited in any way by any
58 specific indemnity provision contained elsewhere within this Lease.
59
60
61
62

ARTICLE 20 - EXECUTORY CONTRACTS

7-10-19 Preliminarily Accepted as Written

Lessor and Lessee herein agree that for so long as this Lease remains in full force and effect, it is deemed to be an executory contract and an unexpired lease within the meaning of Section 365 of the United States Bankruptcy Code.

ARTICLE 21 – LAW AND FORUM

7-10-19 Preliminarily Accepted as Written

Lessee agrees that the terms and provisions of this Lease shall be construed in accordance with the laws of the State of Louisiana. Lessee further agrees that any litigation arising in connection with this Lease shall be instituted before the Nineteenth Judicial District Court in the Parish of East Baton Rouge, unless such litigation is required to be filed in or is removed to a federal court of this State.

Lessee further agrees that the rule of construction requiring that the terms and provisions of an instrument be construed against the drafting party is not and shall not be applicable to this Lease.

ARTICLE 22 – SEVERABILITY

7-10-19 Preliminarily Accepted as Written

This Lease sets forth the full terms of the agreement between the parties. If any provision hereof is found to be invalid for any reason, by final judgment of a court of competent jurisdiction or pursuant to any applicable law, such provision shall be severed from the agreement and the remaining terms and provisions shall be fully binding upon the parties. The parties agree that the Lease shall then be reformed to replace such severed provision with a valid, lawful and enforceable provision that comes as close as possible to expressing the intent of the severed provision.

ARTICLE 23 –MULTIPLE ORIGINALS

7-10-19 Preliminarily Accepted as Written

This Lease may be executed in multiple originals, each of which is intended to have the same force and effect.

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State Lease No. ^^

THUS READ, ACCEPTED AND SIGNED by Lessor on this ____ day of _____, 20XX, but effective as of the Effective Date, in the presence of the undersigned competent witnesses who sign their names below.

WITNESSES: LESSOR: STATE MINERAL AND ENERGY BOARD
for and on behalf of the STATE OF LOUISIANA

By: _____

Print: _____ Print Name: _____

Title: _____

Print: _____

**Witness Form of Acknowledgment
For State Mineral and Energy Board**

State of Louisiana
Parish of East Baton Rouge

Before me, the undersigned authority in and for the foregoing jurisdiction, personally appeared _____ who, upon being duly sworn by me, did state that said appearer was one of the two witnesses to the execution of the foregoing instrument and saw _____ execute said instrument as _____ of the State Mineral and Energy Board for and on behalf of the State of Louisiana as the free act and deed of said Board and the State of Louisiana in the presence of said appearer and _____, the other subscribing witness.

Sworn to and signed before me on this
____ day of _____, 20__.

Print Name: _____

WITNESS

Print Name: _____

NOTARY PUBLIC

1 State Lease No. ^^

2
3 [The Lessee may execute this Lease either with a witness acknowledgment using the first signature block
4 below or in authentic form using the second signature block below.]

5
6 **THUS READ, ACCEPTED AND SIGNED** by Lessee on this ____ day of _____, 20XX, but
7 effective as of the Effective Date, in the presence of the undersigned competent witnesses, who sign their
8 names below.

9
10 WITNESSES: LESSEE:
11 _____ By: _____
12
13 Print: _____ Print Name: _____
14 _____ Title: _____
15 _____
16
17 Print: _____
18
19

20 **Witness Form of Acknowledgment**
21 **For Individual or Corporate Lessee**

22 State of _____

23
24 Parish/County of _____

25
26 Before me, the undersigned authority in and for the foregoing jurisdiction, personally appeared
27 _____ who, upon being duly sworn by me, did state that said appearer was one
28 of the two witnesses to the execution of the foregoing instrument and saw _____
29 execute said instrument (circle one)

- 30
31 1) as his/her individual free act and deed
32
33 2) in the duly authorized capacity of _____ of _____
34 as the free act and deed of said corporation
35

36 in the presence of said appearer and _____, the other subscribing witness.

37
38 Sworn to and signed before me on this
39 ____ day of _____, 20__.

40 _____
41 Print Name: _____
42 _____ WITNESS

43 _____
44 Print Name: _____

45 NOTARY PUBLIC

46 Bar/Notary # _____

47 Commission Expires: _____

48 *****
49 *****
50 *****

**Authentic Act Form
For Individual or Corporate Lessee**

THUS READ, ACCEPTED AND SIGNED by Lessee on this ____ day of _____, 20XX at _____, State of _____, but effective as of the Effective Date, in the presence of the undersigned competent witnesses who sign their names below with Lessee and me, Notary Public, after due reading of the whole.

WITNESSES:

Print: _____

Print: _____

LESSEE:
By: _____
Print Name: _____
Title: _____

Print Name: _____
NOTARY PUBLIC
Bar/Notary # _____
Commission Expires: _____

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