

LEASE FOR SOLID MINERALS

**STATE OF LOUISIANA
PARISH OF EAST BATON ROUGE**

State Lease No. _____

WHEREAS, under the provisions of Sub-Part A of Chapter 2, Title 30 of the Louisiana Revised Statutes of 1950, as amended, and other applicable laws, the State Mineral Board of the State of Louisiana advertised for bids for a lease covering sulphur, potash, lignite, gypsum, salt and other solid minerals 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 _____, 20____, at a meeting of the State Mineral Board of the State of Louisiana; and

WHEREAS, by resolution duly adopted, the State Mineral Board accepted the bid of _____

whose mailing address is _____

(hereinafter referred to as "Lessee") as being the most advantageous to the State of Louisiana:

NOW THEREFORE, be it known and remembered that the State Mineral Board of the State of Louisiana, acting under said authority for and in behalf of the State of Louisiana, as Lessor, does hereby lease, let, and grant exclusively unto the said Lessee, and any of Lessee's successors and assigns approved by the State Mineral Board, the property described below for the purpose of investigating, exploring, drilling, prospecting, and mining for and producing solid minerals only, such as sulphur, salt, potash, gypsum, and lignite, but more specifically for this lease _____, (hereinafter referred to as "Mineral" or "Minerals").

For the purposes of this lease, "drilling" or "drilling operations" shall mean ongoing good faith downhole operations reasonably calculated to bring about the actual production of the Mineral; "mining" or "mining operations" shall mean ongoing good faith operations of digging into the ground which are reasonably calculated to bring about the actual production of the Mineral; "production" or "producing" shall refer to the actual extraction of the Mineral from the ground in paying quantities, whether through drilling or mining operations, and whether in solution or as a solid; "operations" shall refer exclusively to drilling or mining when mentioned as a means to maintain this lease in force. In addition, the term "minerals", whether singular or plural, shall refer exclusively to solid minerals and shall not in any way refer to oil, gas or liquid or gaseous hydrocarbons. This lease specifically excludes any rights to explore, drill, mine, develop, or produce for oil, gas, or other liquid or gaseous hydrocarbons, and further, excludes all rights to geothermal resources.

In connection with Lessee's rights hereunder, Lessee shall have the further right to use so much of the property as may be reasonably necessary for such operations, including, but not limited to, storing the minerals in facilities as collection for shipping and by means other than subsurface storage, dredging canals, and building roads, bridges, tanks, power stations, telephone and electric transmission lines, and other structures and facilities which may be necessary to exercise Lessee's rights granted hereunder. No usage of the property, however, by Lessee shall unreasonably interfere with the rights of oil and gas Lessees to use the property herein leased in conjunction with oil and gas mineral leases.

Where this lease specifies lease termination as a result of a failure to perform under the terms specified herein, Lessee's rights hereunder shall cease and have no effect, but Lessee's obligations as set forth herein, such as royalty payment on production prior to termination, site restoration and cleanup, and equipment or facility removal, shall continue until those obligations are met and Lessee's bond shall be subject to the satisfaction of those obligations.

The leased property, situated in the Parish of _____, State of Louisiana, is more fully described as follows:

The premises and this solid mineral lease shall not prevent the letting of oil and gas leases granted by the State Mineral Board, and this lease shall not prevent or inhibit the rights, obligations, and duties concomitant with said oil and gas leases and shall be subject to all laws, rules, regulations, and governmental provisions governing operations near this lease.

Notwithstanding any language herein to the contrary, the rights granted herein exclusively to Lessee shall be subject to the surface usage for seismic and geophysical exploration by any valid seismic permittee of the state, and includes all or a portion of the surface area encompassed within the geographical boundary of the leased premises herein. The said seismic permittee shall owe Lessee no duty to share seismic or geophysical information acquired under the permit nor to reimburse Lessee for surface usage. However, Lessor agrees that any seismic permit it issues after the issuance of this lease shall contain language which requires that its seismic permittee shall not unreasonably

interfere with Lessee's exercise of its rights acquired hereunder and shall owe Lessee reasonable reimbursement for any actual damages caused by the seismic or geophysical operations carried out under the permit.

Further, notwithstanding any language herein to the contrary, the rights granted herein exclusively to Lessee shall be subject to the surface usage for coastal restoration, reclamation and conservation projects promulgated, funded or effected through the Department of Natural Resources and its divisions, whether solely or in conjunction with other state, local or federal governmental agencies or with private individuals or entities.

The Lessee, in the exercise of its exclusive rights granted hereunder, shall utilize the best available technology so as to minimize interference with any surface usage entailed in the development, construction and maintenance of the said coastal restoration, reclamation, and conservation projects.

1. Lessee has this day paid to Lessor a cash payment of _____ Dollars, which is deemed both bonus and rental for the first year of this lease, and is full and adequate consideration for every right granted hereunder for that period.

2. Subject to the other provisions hereof, this lease shall be for a term of _____ years from the date hereof (hereinafter referred to as the "primary term") and for so long thereafter as a solid mineral authorized to be produced by this lease is being produced in paying quantities or any drilling or mining operations are continuously conducted, all without cessation of said production, or drilling or mining operations for a period in excess of ninety (90) days and an appropriate payment is made, or conditions exist, which would continue this lease in force according to its terms.

3. If actual drilling or mining operations are not commenced hereunder on the leased premises in good faith on or before one (1) year from the date hereof, this lease shall then terminate unless Lessee, on or before the expiration of that period, shall pay or tender to the Lessor the sum of _____ Dollars (\$_____) (hereinafter referred to as the "annual rental") which shall be equal to the above cash payment and which, when paid or tendered, shall extend for one (1) year the time within which drilling or mining operations, and as a result thereof, production in paying quantities, may be commenced. Thereafter, annually, in like manner and upon like payments or tenders, Lessee's rights hereunder may be maintained without actual drilling or mining or production for successive periods of one (1) year each during the primary term. Payment or tender of annual rental shall be made by check from Lessee made payable to the order of the "Office of Mineral Resources" and delivered or mailed by registered mail to the Office of Mineral Resources, 617 North Third Street, LaSalle Building, Eighth Floor, Post Office Box 2827 (70821-2827), Baton Rouge, Louisiana 70802, on or before the respective anniversary date due.

4. (a) At the end of the primary term, this lease shall terminate, unless at that time (as part of the lease maintenance provisions set forth in Paragraph 6.) there is ongoing drilling or mining operations or production. If at any time thereafter this lease is being maintained and said drilling or mining operations or production ceases, this lease shall terminate unless, within ninety (90) days of cessation of drilling or mining operations or production, Lessee resumes drilling or mining operations or production and continues to do so without further cessation of same for any period in excess of ninety (90) days. The resumption of drilling or mining operations or production within the ninety (90) day period shall be deemed continuous drilling or mining operations or production for purposes of maintaining this lease in force. The termination of this lease due to cessation of drilling or mining operations or production for a period in excess of ninety (90) days shall not result in a refund of any portion of the guaranteed payment made for the year in which the lease termination occurs, but the entirety of said guaranteed payment shall be forfeited to Lessor.

(b) Wherever used in this lease, the term "production" shall refer to previously herein defined production in paying quantities. The term "paying quantities" shall mean paying quantities as defined by Article 124 of the Louisiana Mineral Code (La. R.S. 31:124), provided that in addition thereto, and notwithstanding the provisions of Article 125 of said Mineral Code (La. R.S. 31:125), the royalties payable on such production from or attributable to the leased premises must be sufficient to constitute a serious or adequate consideration to Lessor to maintain this lease in effect.

5. Unless Lessor elects to take in kind all or any part of the portion due Lessor as royalty on solid minerals produced, which option is hereby expressly reserved by Lessor pursuant to La. R.S. 30:127 C and which is to be exercised by written notice by Lessor to Lessee at any time and from time to time while this lease is in effect and either prior or subsequent to acceptance by Lessor of royalties other than in kind, it being understood that nothing contained in this lease shall ever be interpreted as limiting or waiving said option, Lessee shall pay to Lessor as royalty:

(a) _____ of the value received by Lessee per dy ton of the mineral produced, whether in paying quantities or not, from the good faith sale of the sold mineral through an arms length transaction to a bona fide third party purchaser and not a subsidiary or affiliate of Lessee, if it is economically practicable for Lessee to market the solid mineral;

(b) Whether the solid mineral is actually sold or not, under no circumstances will Lessor be paid a royalty less than the minimum royalty per dy ton as provided in La. R.S. 30:127, so long as a solid mineral is produced, whether in paying quantities or not.

(c) In all cases, Lessor's royalty shall be calculated and paid after deduction of severance taxes only.

(d) For all Minerals that are produced from the leased lands during a particular month, Lessee shall pay royalties to Lessor on or before the 25th of the next succeeding month. Royalties on production for the last month of each successive year this lease is in full force and effect, though due in the next succeeding month which would be the first month of the next succeeding year of this lease, shall be allowed to offset only against the guaranteed payment made for the year in which actual production occurred and shall be deemed royalty due for that year.

(e) In the event any royalty payment is not correctly or timely made, the remedies provided by La. R.S. 31:137 through 142 relative to notice, damages, penalty, interest, attorney fees, and dissolution shall be applicable, except that interest shall be payable thereon until paid without any requirement for prior written notice by Lessor to Lessee; however, in no event shall untimely or incorrectly paid royalty affect termination of this lease if the guaranteed payment is not timely made as part of equitable compensation as defined in paragraph 6 below.

6. Under no circumstances shall Lessor be paid less than _____ Dollars (\$ _____) per lease year, which amount shall equal to the initial cash payment paid for this lease (hereinafter referred to as the "guaranteed payment"). The initial cash payment shall comprise the guaranteed payment for the first year of this lease. Thereafter, during the primary term of this lease, the payment of the annual rental, as set forth hereinabove, shall comprise the guaranteed payment. At the end of the primary term, this lease shall terminate unless on or before the fifth anniversary date Lessee: 1) is engaged in ongoing good faith drilling or mining operations, or production without cessation for a period in excess of ninety (90) days as herein set forth, and 2) timely pays or tenders to Lessor a guaranteed payment which shall be deemed a minimum royalty payment (all of which, for each year whether in the primary term or beyond the primary term, is hereinafter referred to as "equitable compensation"). Where production is ongoing and royalty is due under the terms of this lease for any year this lease is validly in force, equitable compensation shall not include royalty due Lessor over and above the offset against the guaranteed payment as set forth hereinafter for each year of production. Upon meeting the equitable compensation requirements, this lease shall remain in full force and effect for one (1) year from the anniversary date on which the equitable compensation requirements are met and for so long thereafter as the equitable compensation requirement is met for each successive year. Whenever, while this lease is in full force and effect, Lessee is producing Minerals for which royalty is due and owing to Lessor, Lessee shall be allowed to offset the payment of said royalty to Lessor, dollar-for-dollar, until the guaranteed payment made for the year in which that production occurs is totally offset by royalty which would be due on said production, and thereafter, Lessee shall pay to Lessor all royalty due from production of the Mineral above the amount permitted to be offset. Royalty due by Lessee to Lessor shall not cumulate and, thereby, negate Lessee's obligation to timely pay Lessor the guaranteed payment, but he offset rights available to Lessee shall renew for each successive year that production of the Mineral from or attributable to the leased property occurs.

7. Prior to the commencement of any activity whatsoever on the leased premises, Lessee shall furnish to Lessor a schematic outline of all facilities, surface and subsurface, which will be constructed and built on or under the leased premises. After meeting with staff from the Office of Mineral Resources and before construction begins, an assessment of probable cleanup cost shall be initiated at Lessee's cost to be performed by a company qualified by the Oilfield Site Restoration Commission. Following a report of such cost, an irrevocable letter of credit, bond, certificate of deposit, or similar instrument (the "Security") in a form and amount acceptable to the Office of Mineral Resources shall be furnished by Lessee to Lessor. The Security shall be sufficient to guarantee Lessee's obligation to clean up the site used for the purposes of this lease, including removal of underwater obstructions of any kind, including, but not limited to pipelines, well heads, etc. and all surface constructions of any kind including, but not limited to, platforms, well heads, pipelines, facilities of any kind, tank batteries, etc. (in conformity with La. R.S. 30:4 and the concomitant rules of Title 43, Part XI, Subpart 2, § 311 et seq, and if no financial security is required by the Office of Conservation, sufficient to meet Lessee's obligations under Statewide Order No. 29-N-1). The cost of such cleanup and remediation shall be reassessed every two years at Lessee's expense by a company qualified by the Oilfield Site Restoration Commission and, if necessary, the Security shall be increased to cover any additional cost found under the reassessment.

8. (a) Lessee may surrender all or any portion or portions of the leased premises at any time or times this lease is in effect and thereby relieve itself of any rights it may have regarding the portion or portions surrendered, but shall not be relieved of those obligations it may have under the terms of this lease with regards to the amount of the annual guaranteed payment required, the cleanup and restoration of the released portion as set forth in Paragraphs 9,10, and 11 herein, or the payment of royalty on production occurring prior to the release but due following the release.

(b) Within ninety (90) days after expiration or termination by its own terms of this lease or any portion thereof, either during or after the primary term hereof, Lessee shall execute and record an appropriate release evidencing such expiration or termination, and shall also supply Lessor with a copy or copies thereof properly certified by the recorder or recorders of the parish or parishes in which the leased premises are located. In the event Lessee fails to timely comply therewith, Lessee shall be liable for reasonable attorney fees and court costs incurred in bringing suit for such cancellation, and for all damages resulting therefrom. It is agreed, however, that damages to be paid by Lessee to

Lessor shall be One Hundred Dollars (\$100.00) per day for each day of non-compliance after expiration of said ninety (90) day period, regardless of whether suit is filed for cancellation, and for such additional compensatory damages as Lessor may prove. Lessee, its successors or assigns, hereby waives any further notice of default or otherwise and confesses judgment as regards the liquidated damages accruing as herein set forth.

9. It is further agreed and understood that the rights of Lessee may be assigned or transferred in whole or in part, but no transfer or assignment whether in whole or in part, in relation to this lease shall be valid unless such transfer or assignment be approved by the Lessor, which approval shall not be unreasonably withheld. Lessee agrees that Lessor, in determining whether to consent to any proposed assignment, may reasonably consider the proposed assignee's financial capacity (including assignee's ability to obtain required insurance and bonding under the terms of this lease) and his ability to produce, process and market the solid minerals, and may refuse to consent to such assignment if, in the Lessor's reasonable opinion, the proposed assignee lacks the necessary financial or technical capacity to drill, mine, market, and/or process the mineral in a manner as contemplated by Lessor in this lease. Any assignment, sublease, or other conveyance made without prior written consent of Lessor shall have no legal effect unless and until approved in writing by Lessor. The execution of any assignment, sublease, or other conveyance with respect to this lease in violation of this provision shall constitute an active default and shall terminate this lease.

10. Lessee agrees, at the termination of this lease, to restore the premises as reasonably as may be practicable to the condition existing prior to Lessee's occupancy, but Lessee shall not be required to fill in any underground cavities or canals. Further Lessee shall be obligated to plug and abandon all caverns, wells, or other facilities on the premises as soon as practicable when the same are no longer necessary for operations or production of this lease, and to remove from the premises all structures and facilities serving said areas, all at Lessee's sole risk, cost, and expense and subject to compliance with laws, rules and regulations. Failure of Lessee to do so within a reasonable time shall subject Lessee to and make Lessee liable for any and all costs or expenses of any kind incurred by the State in restoring the premises or for removing said structures or facilities, but in no instance shall title to or ownership of said structures or facilities automatically vest in or transfer to the State, nor shall they be deemed "improvements" to the leased premises for purposes of vesting title in same to the State. However, Lessee and Lessor may specifically agree that Lessor may elect to retain any particular structures or facilities, in which case removal shall not be required.

11. Lessee shall be responsible for all damages to the leased premises, and in addition and without limitation for all damages to any timber, crops, roads, buildings, fences, and other improvements thereon.

12. Lessee hereby agrees that in exercising the rights granted it under the lease, it will comply with and be subject to all applicable environmental laws and regulations validly adopted or issued by the State of Louisiana and its agencies, and by the United States and its agencies. Lessee further agrees that it will comply with all minimum water quality standards validly adopted by said governmental authorities with respect to pollution, noxious chemicals, and waste being introduced into affected water areas. Further, in conducting all operations under this lease requiring dredging, filling, or local navigation in order to explore, develop or exploit shallow-water areas, Lessee shall comply with the applicable requirements of the environmental management of said area. Lessee agrees that, upon depletion of production or completion of operations under this lease, Lessee shall remove all structures that would impede commercial fishing and trawling, including, without limitation, all submerged materials, equipment, or debris placed on the leased premises by or for the account of Lessee; and Lessee shall return or restore, to the extent reasonably possible of accomplishment, all affected water bottoms to a condition as nearly equivalent to that which existed before said operations were conducted and/or structures were constructed. Lessee further agrees that in exercising the rights granted hereunder and in discharging the obligations undertaken, it will allow sufficient lead time in the planning of its activities to permit the affected regulatory agencies to make appropriate review of the proposed operations.

13. Upon execution of this lease, Lessee shall furnish or cause to be furnished to Lessor a certificate of insurance, with Lessor as the named insured, evidencing public liability insurance issued by an insurance company qualified to do business in the State of Louisiana and otherwise acceptable to the State, which insurance coverage shall afford protection against third persons sustaining injury or damage as a result of negligent operation or construction, maintenance and/or use of facilities or structures of any kind in connection with operations, and shall have no less than the following limits of liability, to-wit:

- 1) For each accident causing bodily injury, One Million Dollars (\$1,000,000.00) per accident, and
- 2) One Million Dollars (\$1,000,000.00) for property damage sustained in any accident, per accident.

The policy shall remain in full force and effect so long as any well or other facility or structure constructed, maintained and/or used in connection with operations is located and operated on the leased premises, and shall provide that the State shall be given at least thirty (30) days written notice prior to its cancellation. In the event notice of cancellation is given and another certificate of insurance evidencing the issuance of a policy meeting all terms and conditions hereof is not furnished prior to the end of the thirty (30) day period, it shall be deemed an active default and a breach of this contract and this lease shall terminate without further notice required. Securing of new insurance within the thirty (30) day notice to Lessor meeting all of the terms and conditions of the original policy and the requisite furnishing of certificate thereof to Lessor shall maintain this lease in full force and effect. In addition, Lessee shall obtain and maintain all workers' compensation insurance as required by state law.

14. Lessee shall (a) maintain all places of employment within the leased area in compliance with occupational safety and health standards promulgated by any federal, state, or other authorized agency and, in addition, free from

recognized hazards to employees of the Lessee or of any contractor or subcontractor operating within the leased area; (b) maintain all operations within the leased area in compliance with regulations or orders intended to protect persons, property, and the environment; and (c) allow prompt access, at the site of any operation subject to safety regulations, to any authorized state or federal inspector and shall provide any documents and records which are pertinent to occupational or public health, safety, or environmental protection as may be requested.

15. If at any time this lease is being maintained by either: A) drilling or mining operations, as those terms are herein defined, or B) production in addition to the Guaranteed Payment, and Lessee is prevented from continuing either A or B by the occurrence of a force majeure event, as herein below defined, and Lessee cannot maintain this lease beyond any critical date under any other operative provisions of this lease, then, and only then shall the critical date be postponed on a day-to-day basis for so long as the force majeure event and its reasonably concomitant effects which prevent the continuation of either A or B prevail, providing that Lessee has: 1) given the Office of Mineral Resources reasonable, timely written notice of the date of the occurrence of the force majeure event and the effects thereof preventing the continuation of A or B [notice beyond three (3) months shall be deemed unreasonable barring consequential extenuating circumstances], the steps taken by Lessee to mitigate and eliminate the effects of the force majeure and the estimated time to resume A or B; and 2) is diligently, reasonably and in good faith attempting to mitigate and eliminate the effects of the force majeure and resume A or B. The interpretation and operation of any term of this force majeure clause is at the sole and reasonable discretion of the State Mineral Board and/or its duly authorized staff. The operation of force majeure alone shall not maintain this lease in full force and effect beyond one (1) year from the date of the occurrence of the fortuitous event constituting force majeure unless extended by, at the sole discretion of, the State Mineral Board. Under no circumstances shall the occurrence of a force majeure event abrogate the necessity of payment of the guaranteed payment for any year in which this lease is being maintained.

Force majeure, as utilized in this lease, shall be defined as a fortuitous event such as: 1) a major storm, major flood, or other, similar natural disaster or Act of God, or 2) a major accident such as a fire or explosion beyond Lessee's control and not ultimately found to be the fault of Lessee [that is due to Lessee's negligent, or intentional commission or omission, or failure to take reasonable, timely and foreseeable preventative measures which would have mitigated or negated the effects of the fortuitous event], or 3) a strike or other labor shutdown beyond the reasonable control of Lessee, or 4) lack of availability of any required equipment which Lessee has reasonably attempted to obtain, or 5) the unreasonable delay by the federal government or any of its agencies, the State government or any of its agencies, or other political subdivision having permitting authority – such as, but not limited to, parish governments – in granting any necessary permits or authorizations, or 6) a valid order of any federal or state court of competent jurisdiction shutting down or ordering discontinuation of operations.

16. Lessee hereby agrees to indemnify, hold harmless and defend Lessor against any and all claims, demands or suits for bodily injury, death, property damage or loss of any kind by Lessee or Lessee's employees, agents, subcontractors and their employees or agents and by any third parties which arise out of or result from or which are in any way connected with Lessee's operations, whether resulting from the sole or concurrent negligence of Lessee or other parties operating hereunder. In addition, Lessee shall hold the State of Louisiana, the Louisiana State Mineral Board, the Department of Natural Resources and its agents and employees and all other relevant agencies free and harmless from any claims for loss or damages to the rights of any party arising under this lease or any other lease, permit, or license granted to any individual or other entity for any purpose on state lands or water bottoms from diversions of freshwater or sediment, depositing of dredged or other materials or any other actions, taken for the purpose of management, preservation, enhancement, creation or restoration of coastal wetlands, water bottoms or related renewable resources.

17. In all suits arising out of this contract, the parties hereto agree that Louisiana Law shall govern, and that the state courts of Louisiana shall be the proper forum, unless such suit is required to be filed in or is removed to any federal court in this state.

18. Notwithstanding any provisions to the contrary in this lease, this lease is granted and accepted without any warranty of title and without any recourse against Lessor whatsoever, either expressed or implied. It is expressly agreed that the Lessor shall not be required to return any payments received hereunder or be otherwise responsible to Lessee therefor.

19. This lease is subject to the provisions of La. R.S. 30:127(G), and access by the public to public waterways through the state lands covered by the lease shall be maintained and preserved for the public by the Lessee.

20. In addition to all other audit rights otherwise set forth in this lease or required by the law, the State Mineral Board and its staff shall have the same audit rights which the United States of America would have under 30 U.S.C. 1713(a) and under State of Louisiana Act 449 of the 2005 Regular Session. Failure to comply with said rights shall result in the termination of the lease.

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

THUS DONE, READ, ACCEPTED, AND SIGNED by the parties hereto in the presence of the respective undersigned witnesses, as of the _____ day of _____, A.D. _____, which shall be the date of this lease for all purposes.

WITNESSES (TO THE SIGNATURE OF LESSOR)

STATE MINERAL BOARD

BY: _____
FOR THE STATE OF LOUISIANA, LESSOR

WITNESSES (TO THE SIGNATURE OF LESSEE)

FOR THE LESSEE

**WITNESS FORM OF
ACKNOWLEDGMENT FOR STATE MINERAL BOARD**

STATE OF LOUISIANA
PARISH OF EAST BATON ROUGE

Before me, the undersigned authority, personally came and appeared _____, who by me being first duly sworn, deposed and said:

That he is one of the witnesses to the execution of the foregoing instrument and that he saw _____ sign said instrument as _____ of the State Mineral Board for and on behalf of the State of Louisiana, in the presence of appearer and _____, the other subscribing witness.

Sworn to and subscribed before me on this the _____ day of _____, _____.

APPEARER

NOTARY PUBLIC

**WITNESS FORM OF
ACKNOWLEDGMENT FOR CORPORATE LESSEE**

STATE OF _____
OF _____

Before me, the undersigned authority, personally came and appeared _____, who by me being first duly sworn, deposed and said:

That he is one of the witnesses to the execution of the foregoing instrument and that he saw _____ execute said instrument as _____ of _____ as the free act and deed of said corporation in the presence of appearer and _____, the other subscribing witness.

Sworn to and subscribed before me on this the _____ day of _____, _____.

APPEARER

NOTARY PUBLIC

**WITNESS FORM OF
ACKNOWLEDGMENT FOR INDIVIDUAL LESSEE**

STATE OF _____
_____ OF _____

Before me, the undersigned authority, personally came and appeared _____,
who by me being first duly sworn, deposed and said:

That he is one of the witnesses to the execution of the foregoing instrument and that he saw
_____ execute said instrument as his own free act and deed in the presence of
appearer and _____, the other subscribing witness.

Sworn to and subscribed before me on this the _____ day of _____, _____.

APPEARER

NOTARY PUBLIC