

**TRACT 41380 - Caddo Parish, Louisiana**

A certain Tract of land, excluding the beds and bottoms of all navigable waters, belonging to and not presently under mineral lease from Caddo Parish Commission on April 14, 2010, being more fully described as follows: Certain tracts of land and tracts of adjudicated property owned by the Caddo Parish Commission, and all that portion of the dedicated highways, roads, streets, alleys and rights-of-way located in Section 2, Township 17 North, Range 15 West, being 49.97 acres more or less, Section 3 being 31.19 acres more or less, Section 10, being 21.94 acres more or less; total for T17N/R15W roads being 103.10. Also those certain tracts of Adjudicated Property located in Section 2, T17N, R15W, more specifically described as Lot 32 Long Timbers, GEO.#171502015003200, being 0.377 acres more or less, Lot 33, Shorewood Hill Subdivision, GEO.#171502005003300, being 0.345 acres more or less, Lot 8, Timber Knoll, Unit No. 3 GEO.#171502034000800, being 0.487 acres more or less, Lot "E" of a Resubdivision of Lot 27 & a portion of Lot 21, H.O. Cloud Subdivision, Less the following DESC. TR.: Begin at the NE Corner of Lot "E" of said Resubdivision., Run S.0 degrees 15 minutes 54 seconds E. 58.12 feet, run N. 84 degrees 59 minutes 44 seconds, W. 290.06 feet, run thence around a curve to the right having a radius of 1243.60 feet, a chord bearing N. 19 degrees 36 minutes 59 seconds E 51.12 feet to the NW corner of Lot "E" of said Resubdivision, Run S 86 degrees 45 minutes 56 seconds E 271.96 feet to the point of begin, GEO.#181535007001500, being 0.433 acres more or less, Lot 3, Resubdivision of Lot 7, Hilltop Subdivision, GEO.#171502008000300, being 0.686 acres more or less, S. 340.6 feet of Lot 4, Hilltop Subdivision, GEO.#171502007001500, being 2.515 acres more or less; total of adjudicated property being 4.84 acres more or less, all of the above described property being located in Caddo Parish, Louisiana and being a total of **107.94 acres more or less**, all as more particularly outlined on a plat on file in the Office of Mineral Resources, Department of Natural Resources. The description is based on information provided by the State Agency regarding location and ownership of surface and mineral rights. All bearings, distances and coordinates, if applicable, are based on Louisiana Coordinate System of 1927, (North or South Zone).

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

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

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

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

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

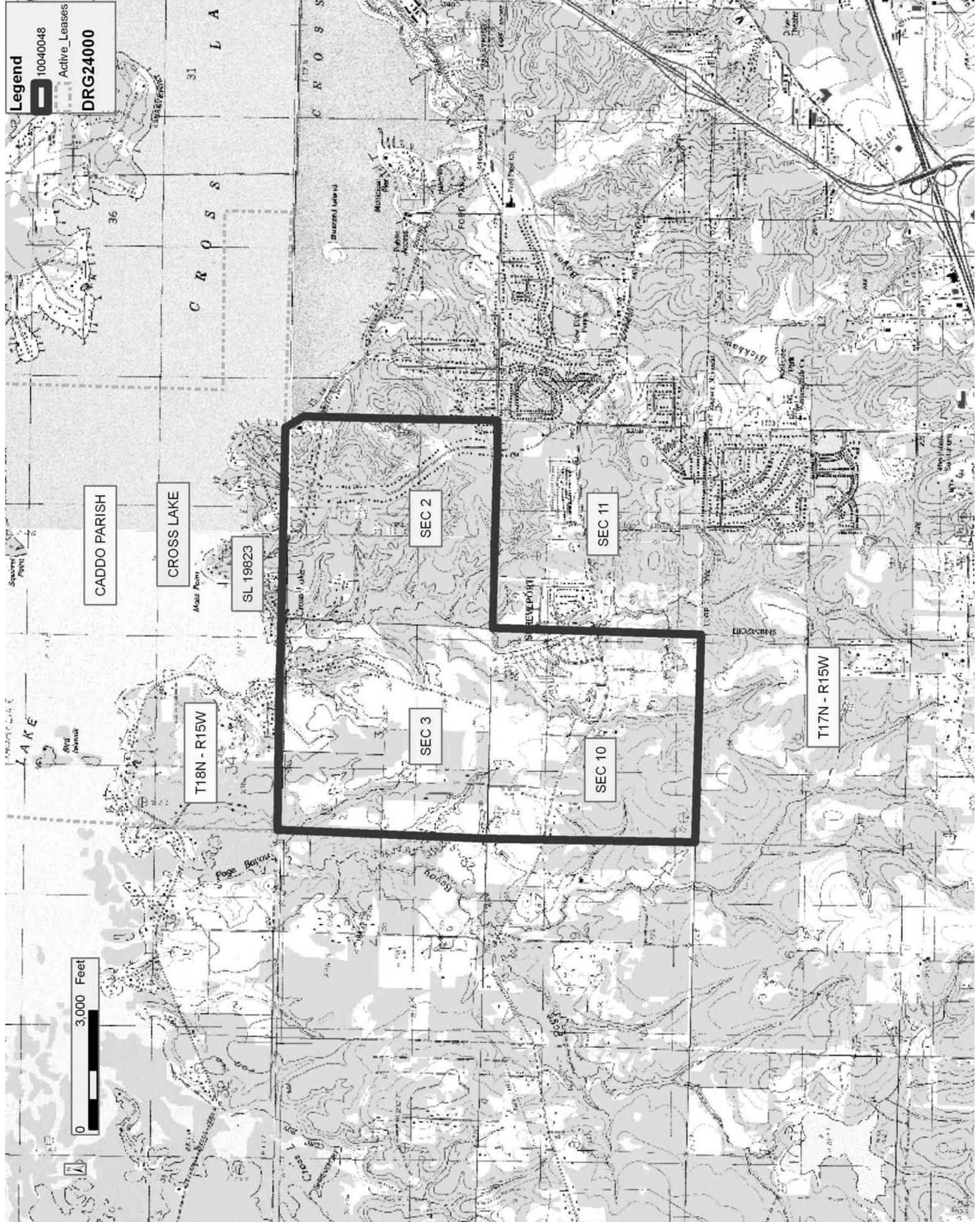
NOTE: The Caddo Parish Commission will require a minimum bonus payment of \$5,000.00 per acre and minimum royalty of 25%.

Applicant: MARK A. O'NEAL & ASSOCIATES, INC. to Agency and by Resolution from the Caddo Parish Commission authorizing the Mineral Board to act in its behalf

Bidder	Cash Payment	Price/Acre	Rental	Oil	Gas	Other

**Legend**

- 10040048
- Active\_Leases
- DRG24000



Office of Mineral Resources, Acres: 107.94 Tract Number: 41380

**TRACT 41381 - Caddo Parish, Louisiana**

A certain Tract of land, excluding the beds and bottoms of all navigable waters, belonging to and not presently under mineral lease from Caddo Parish Commission on April 14, 2010, being more fully described as follows: All dedicated highways, roads, streets, alleys, drainage and rights of way located in Section 20, Township 17 North, Range 15 West, containing 7.35 acres, more or less; The North 4.1 ft. of Lots 4,5,6,7, of West 28.74 ft of lot 3 AND East 39.82 ft of lot 8, less R/W, Jeffersonian Heights, Geo. #171520001003300, containing 0.05 acres more or less, Lot 4, Comfort Subn., Unit 1, Geo. #171520004000400, containing 0.20 acres more or less, Lot 14, Comfort Subn., Unit 1, Geo. #171520004001400, containing 0.20 acres more or less, Lot 15, Comfort Subn., Geo.#171520004001500, containing 0.20 acres more or less, Lot 16, Comfort Subn, Geo. #171520004001600, containing 0.21 acres more or less; total Adjudicated Property being 0.86 acres more or less; Total acreage for this nomination is **8.21 acres**, all as more particularly outlined on a plat on file in the Office of Mineral Resources, Department of Natural Resources. The description is based on information provided by the State Agency regarding location and ownership of surface and mineral rights. All bearings, distances and coordinates, if applicable, are based on Louisiana Coordinate System of 1927, (North or South Zone).

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

NOTE: Lessee, it's successors or assigns, may produce oil, gas and other minerals from the lease premises by drilling from a surface location on other lands, but notwithstanding any other provision of this lease, Lessee, it's successors or assigns, shall not use the surface of the Lessor's property for drilling or any other operations without prior written permission of Lessor, which permission may be withheld at Lessor's discretion.

NOTE: Notwithstanding anything to the contrary herein contained, at the end of the primary term or any extension thereof by operations, if the Commission of Conservation of the State of Louisiana establishes a

drilling unit which included a part of the land herein leased, the production of oil, gas and other minerals from such unit shall maintain this lease in full force and effect only as to such portions of the leased land embraced in said pooled unit; and this lease shall expire as to that part of the land herein leased not included in such unit; and lessee, its successors and assigns agrees to relinquish by formal instrument any portion of the leased land not included in a unit created by the Commission of Conservation while this lease is in effect.

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

NOTE: The Caddo Parish Commission will require a minimum bonus of \$5,000.00 per acre and a minimum royalty of not less than 1/4th or 25%.

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

NOTE: This lease shall exclude free sulphur, potash, lignite, salt and any other hard or solid mineral. Lessee shall not have any rights to explore, drill for, mine, produce or take any action whatsoever in regard to any such hard or solid mineral deposits.

Applicant: CLASSIC PETROLEUM, INC. to Agency and by Resolution from the Caddo Parish Commission authorizing the Mineral Board to act in its behalf

Bidder	Cash Payment	Price/Acre	Rental	Oil	Gas	Other

Legend  
10040052  
DRG24000

CADDO PARISH

SEC 17

T17N - R15W

SEC 20

Lake Hayes

0 2,000 Feet

**TRACT 41382 - Caddo Parish, Louisiana**

A certain Tract of land, excluding the beds and bottoms of all navigable waters, belonging to and not presently under mineral lease from Caddo Parish Commission on April 14, 2010, being more fully described as follows: All dedicated highways, roads, streets, alleys, drainage and rights of way located in Section 25, Township 17 North, Range 15 West, containing 67.534 acres more or less; Total acreage for this nomination is **67.534 acres**, all as more particularly outlined on a plat on file in the Office of Mineral Resources, Department of Natural Resources. The description is based on information provided by the State Agency regarding location and ownership of surface and mineral rights. All bearings, distances and coordinates, if applicable, are based on Louisiana Coordinate System of 1927, (North or South Zone).

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

NOTE: Lessee, it's successors or assigns, may produce oil, gas and other minerals from the lease premises by drilling from a surface location on other lands, but notwithstanding any other provision of this lease, Lessee, it's successors or assigns, shall not use the surface of the Lessor's property for drilling or any other operations without prior written permission of Lessor, which permission may be withheld at Lessor's discretion.

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

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

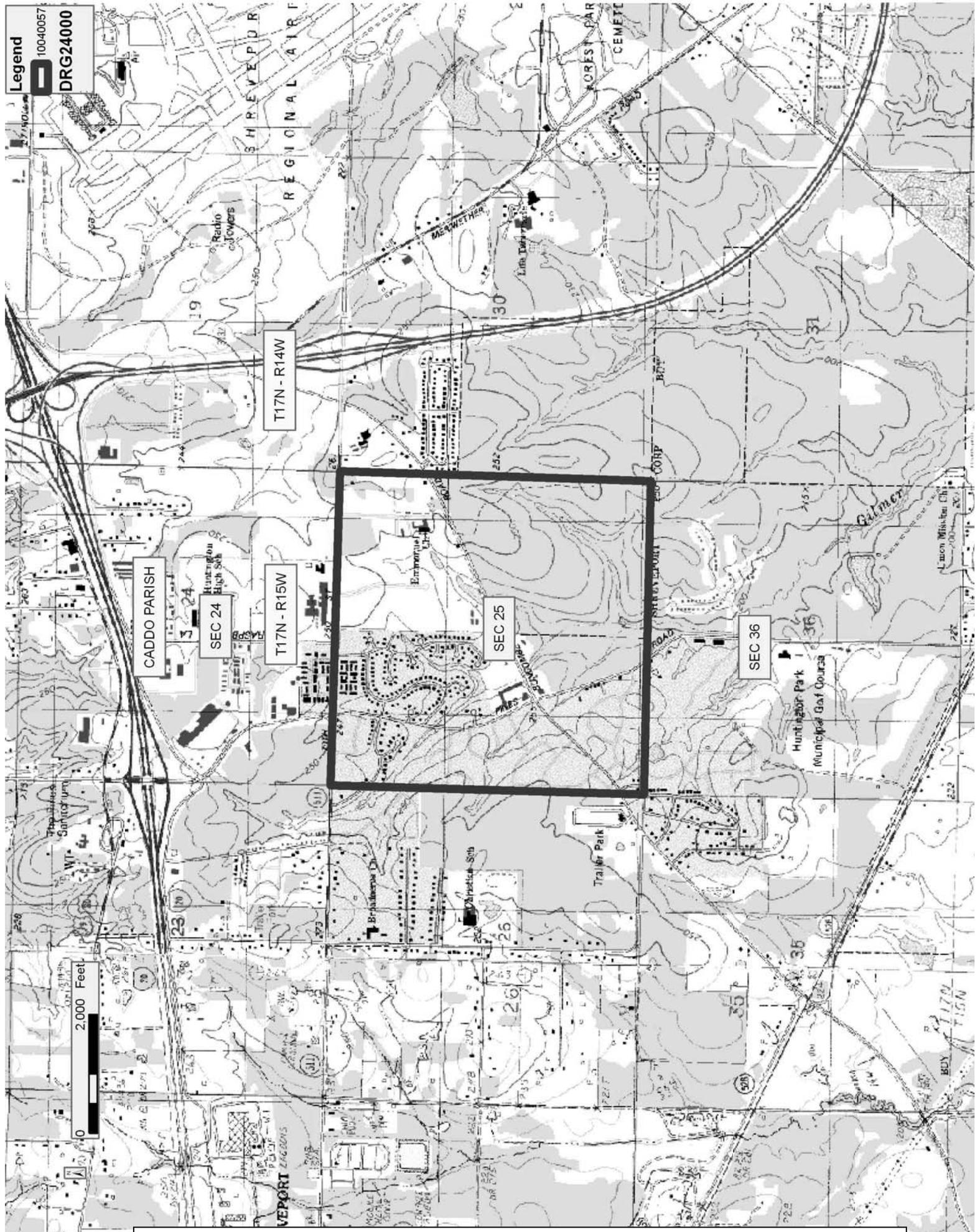
NOTE: The Caddo Parish Commission will require a minimum bonus of \$5,000.00 per acre and a minimum royalty of not less than 1/4th or 25%.

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

NOTE: This lease shall exclude free sulphur, potash, lignite, salt and any other hard or solid mineral. Lessee shall not have any rights to explore, drill for, mine, produce or take any action whatsoever in regard to any such hard or solid mineral deposits.

Applicant: CLASSIC PETROLEUM, INC. to Agency and by Resolution from the Caddo Parish Commission authorizing the Mineral Board to act in its behalf

Bidder	Cash Payment	Price/Acre	Rental	Oil	Gas	Other



Office of Mineral Resources, Acres: 67.534 Tract Number: 41382

**TRACT 41383 - Caddo Parish, Louisiana**

A certain Tract of land, excluding the beds and bottoms of all navigable waters, belonging to and not presently under mineral lease from City Of Shreveport on April 14, 2010, being more fully described as follows: All of the lands of every nature and description as to which title is currently vested in the City of Shreveport, including but not limited to, dedicated highways, roads, streets, alleys, rights-of-way, tax adjudicated lands, expropriated lands, lands where minerals were reserved or otherwise retained by the City of Shreveport, lands purchased by the City of Shreveport, and lands acquired by the City of Shreveport through any other means, and not currently under mineral lease on January 26, 2010, situated in Caddo Parish, Louisiana, whether or not particularly described herein lying within the following-described Sections:

1a) All dedicated highways, roads, streets, alleys, drainage and rights of way located in Section 6, Township 16 North, Range 13 West, containing 22.419 acres, more or less;

1b) That certain tract of land belonging to the City of Shreveport within Section 6, Township 16 North, Range 13 West, Caddo Parish, Louisiana, with GEO identification number 161306 000 0074 00 containing 50.84 acres, more or less;

1c) That certain tract of land belonging to the City of Shreveport within Section 6, Township 16 North, Range 13 West, Caddo Parish, Louisiana, with GEO identification number 161306 000 0042 00 containing .517 acres, more or less;

1d) That certain tract of land belonging to the City of Shreveport within Section 6, Township 16 North, Range 13 West, Caddo Parish, Louisiana, with GEO identification number 161306 000 0069 00 containing 755 square feet or .017 acres, more or less;

1e) That certain tract of land belonging to the City of Shreveport within Section 6, Township 16 North, Range 13 West, Caddo Parish, Louisiana, with GEO identification number 161306 000 0072 00 containing .947 acres, more or less;

1f) That certain tract of land belonging to the City of Shreveport within Section 6, Township 16 North, Range 13 West, Caddo Parish, Louisiana, with GEO identification number 161306 000 0073 00 containing 1.02 acres, more or less;

1g) That certain tract of land belonging to the City of Shreveport within Section 6, Township 16 North, Range 13 West, Caddo Parish, Louisiana, with GEO identification number 161306 000 0078 00 containing 7.495 acres, more or less;

1h) That certain tract of land belonging to the City of Shreveport within Section 6, Township 16 North, Range 13 West, Caddo Parish, Louisiana, with GEO identification number 161306 000 0135 00 containing .33 acres, more or less; 1i) That certain tract of land belonging to the City of Shreveport within Section 6, Township 16 North, Range 13 West, Caddo Parish, Louisiana, with GEO identification number 161306 000 0136 00 containing .03 acres, more or less;

1j) That certain tract of land belonging to the City of Shreveport within Section 6, Township 16 North, Range 13 West, Caddo Parish, Louisiana, with GEO identification number 171436 035 0001 00 containing 3.983 acres, more or less, containing an aggregate of **87.598 acres**, more or less, all as more particularly outlined on a plat on file in the Office of Mineral Resources, Department of Natural Resources. The description is based on information provided by the State Agency regarding location and ownership of surface and mineral rights. All bearings, distances and coordinates, if applicable, are based on Louisiana Coordinate System of 1927, (North or South Zone).

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

NOTE: No use of the surface of the leased premises may be used by Lessee, its successors or assigns without the prior written consent of Lessor which may be withheld for any or no reason. Except as otherwise expressly authorized in writing by Lessor, Lessee, its successors or assigns, may produce oil, gas and other minerals from the leased premises only by drilling from a surface location on other lands.

NOTE: Notwithstanding anything to the contrary herein contained, at the end of the primary term or any extension thereof by operations, if the Commissioner of Conservation of the State of Louisiana has established a drilling unit which includes a part of the land herein leased, the production of oil, gas and other minerals from such unit shall maintain this lease in full force and effect only as to such portion of the leased land embraced in such pooled unit, and this lease shall expire as to that

part of the land herein leased not included in such unit, and Lessee, its successors and assigns agree to relinquish by formal recordable instrument (in a form acceptable to Lessor) any portion of the leased land not included in a unit created by the Commissioner of Conservation while this lease is in effect.

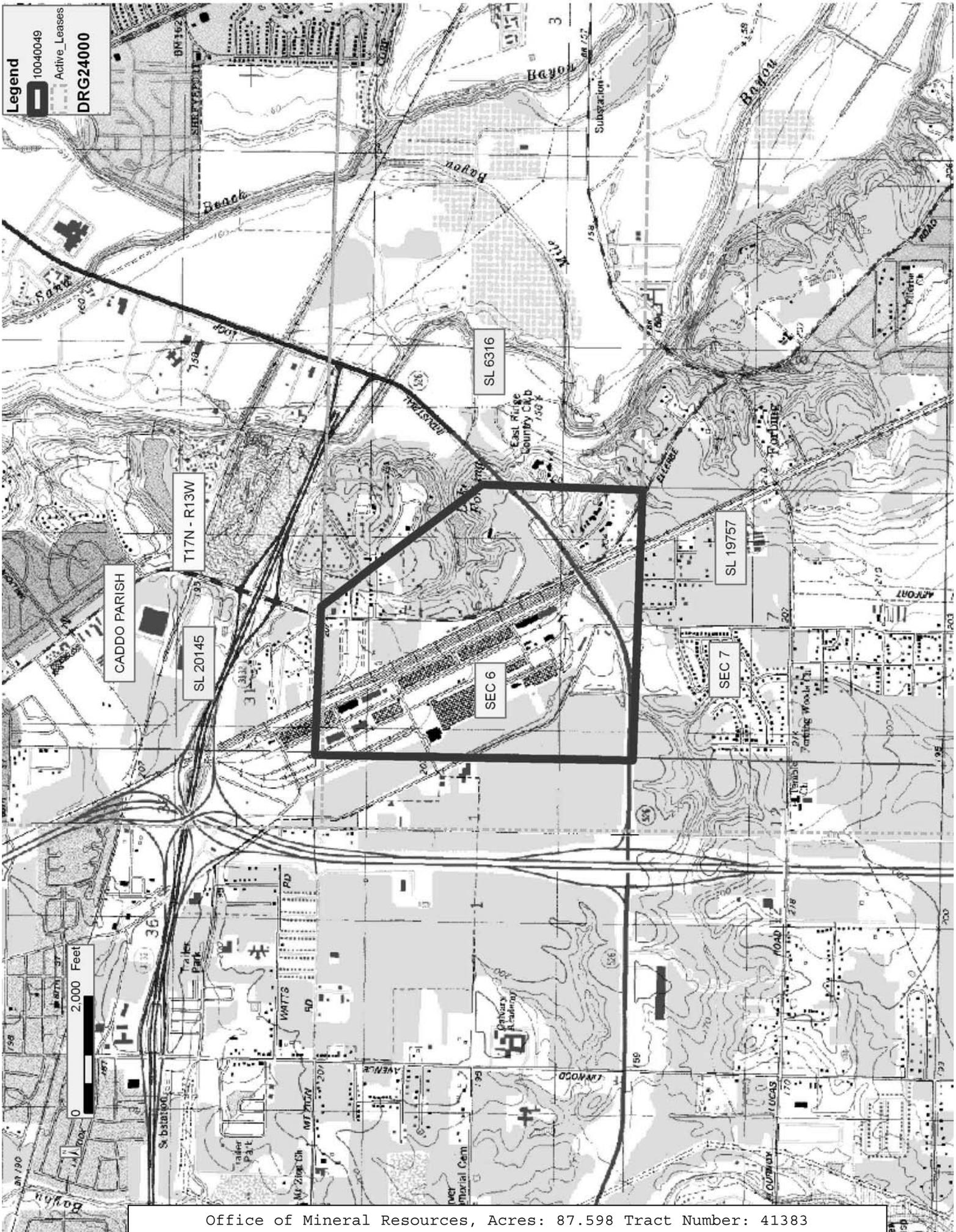
NOTE: Upon the expiration of the primary term hereof or any extension thereof by operations, this lease shall automatically terminate and be of no further force or effect except as to all that part of the leased premises then included within the geographical boundaries of a producing unit duly established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

NOTE: The City of Shreveport will require a minimum bonus payment of \$5,000.00 per acre and a minimum royalty of 25%.

NOTE: The lands herein total 87.598 acres, more or less, being all of the aforesaid lands, as to which title is currently vested in the City of Shreveport, and not under lease as of said date, and within the outline on the Plats attached hereto. Notwithstanding anything herein to the contrary, if the acreage herein is underestimated by more than five percent (5%), the lease shall be amended or payments shall be made to reflect the actual acreage.

Bidder	Cash Payment	Price/Acre	Rental	Oil	Gas	Other

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



Legend  
10040049  
Active\_Leases  
DRG24000

0 2,000 Feet

Office of Mineral Resources, Acres: 87.598 Tract Number: 41383

**TRACT 41384 - Caddo Parish, Louisiana**

A certain Tract of land, excluding the beds and bottoms of all navigable waters, belonging to and not presently under mineral lease from Caddo Parish School Board on April 14, 2010, being more fully described as follows: A certain tract of parcel of land situated in Section 8, Township 16 North, Range 14 West, Caddo Parish, Louisiana, more fully described as follows: From the Southeast corner of said Section 8 run thence North 89 degrees 26 minutes 30 seconds West along the South line of Section 8 a distance of 1897.15 feet to the point of beginning of tract herein described; run thence North 89 degrees 26 minutes 30 seconds West along the South line of said section 8 a distance of 590.22 feet; run thence North 0 degrees 09 minutes 30 seconds E, a distance of 766.98 feet; run thence North 80 degrees 46 minutes 30 seconds East a distance of 849.50 feet to the point of curvature of a curve to the South, said curve having a total angle of 32 degrees 40 feet, tangent of 300 feet and radius of 1023.71 feet; run thence along the arc of said curve a distance of 45.03 feet; run thence South 9 degrees 13 minutes 30 seconds East a distance of 57.0 feet to the point of curvature of a curve to the West, said curve having an angle of 39 degrees 37 feet, tangent of 270.0 feet and radius of 749.61 feet; run thence along the arc of said curve a distance of 518.31 feet to the point of tangency; run thence South 30 degrees 23 minutes 30 seconds West a distance of 416.74 feet to the point of beginning, containing 15.457 acres, more or less; being the same lands described in that certain Cash Sale recorded at COB 1123, Page 612, Register No. 415600, records of Caddo Parish, LA. Total acreage for this nomination is **15.457 acres**, all as more particularly outlined on a plat on file in the Office of Mineral Resources, Department of Natural Resources. The description is based on information provided by the State Agency regarding location and ownership of surface and mineral rights. All bearings, distances and coordinates, if applicable, are based on Louisiana Coordinate System of 1927, (North or South Zone).

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

NOTE: A. There will be a minimum of \$10,000.00 per acre.

NOTE: B. There will be a minimum of twenty-five percent (25%) royalty.

NOTE: C. No actual wells or excavations will be located on, or drilled on, or mined on, or drilling or mining operations conducted and development on the property.

NOTE: D. No pipelines, tank batteries or other facilities and equipment associated with oil, mineral or gas exploration and development will be placed on the property.

NOTE: E. Property may be pooled with other lands with the provision of C and D above applicable.

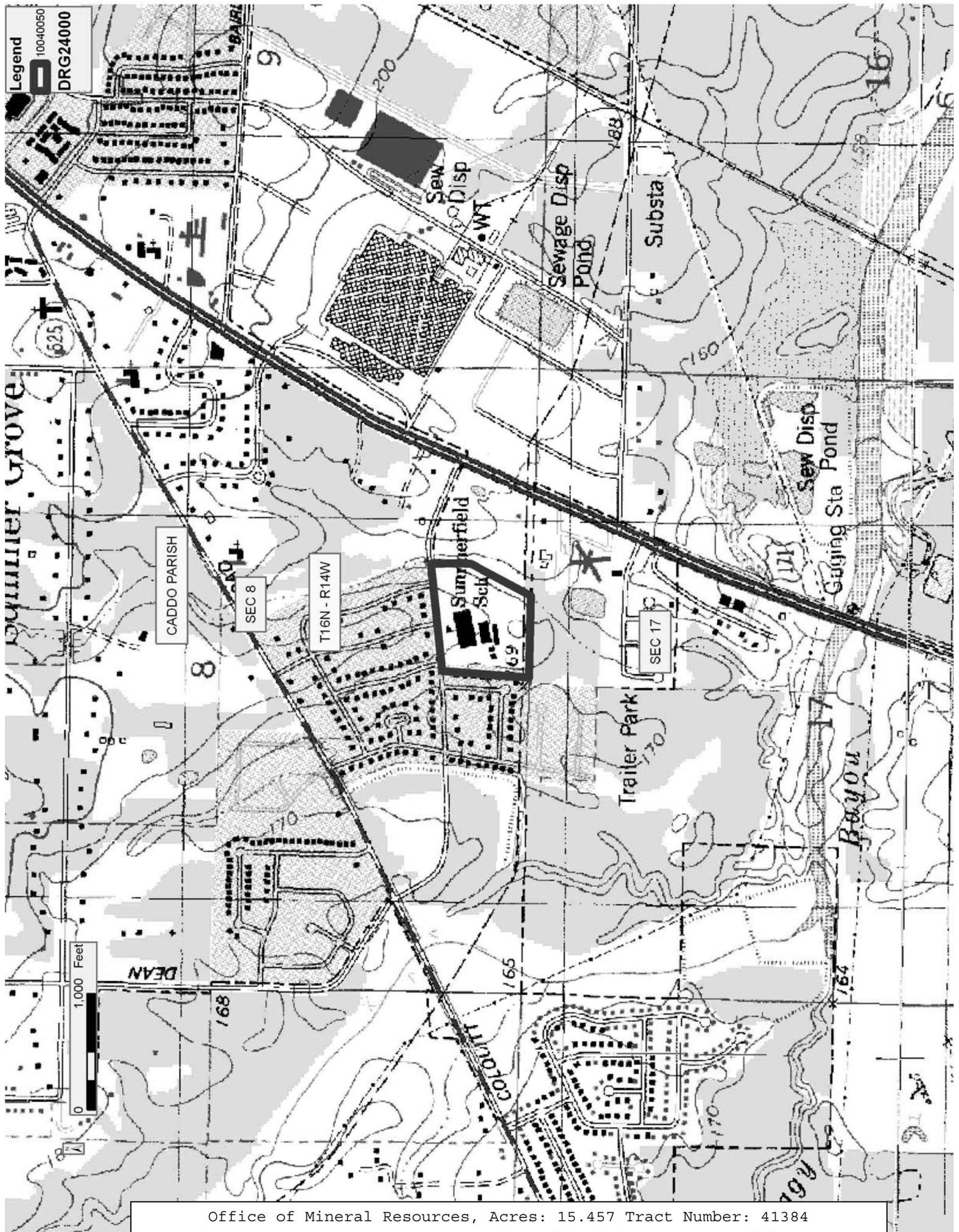
NOTE: F. Caddo Parish School Board shall receive fair market value for merchantable timber removed or destroyed in conducting operations on any tract leased.

NOTE: G. Any oil, mineral or gas development and/or exploration under the provisions of the lease shall not interfere, hinder or disrupt the educational program or activities under the direction of Caddo Parish School Board.

NOTE: H. After the original term of the Lease, production from the leased premises, or from land unitized or pooled therewith, shall only maintain this Lease as otherwise provided herein and from the surface of the earth to one hundred feet (100') below the deepest then production formation drilled by Lessee; after with primary term has expired, the Lease shall terminate as to tall deeper strata. Lessee shall execute a recordable release as to such released depths upon Lessor's request.

Applicant: CLASSIC PETROLEUM, INC. to Agency and by Resolution from the Caddo Parish School Board authorizing the Mineral Board to act in its behalf

Bidder	Cash Payment	Price/Acre	Rental	Oil	Gas	Other



**TRACT 41385 - Caddo Parish, Louisiana**

A certain Tract of land, excluding the beds and bottoms of all navigable waters, belonging to and not presently under mineral lease from Caddo Parish Commission on April 14, 2010, being more fully described as follows: Certain tracts of land and tracts of adjudicated property owned by the Caddo Parish Commission, and all that portion of the dedicated highways, roads, streets, alleys and rights of way located in Section 13, Township 16 North, Range 14 West, containing 34.48 acres more or less; total roads being 34.48 acres more or less. Also those certain tracts of Adjudicated Property more specifically described as Section 13, Township 16 North, Range 14 West, Lot 10, BLK 9, Linwood Park Home Sites, Unit #4, Geo#161413010001000, containing 0.55 acres more or less Lot 2, BLK 7, Linwood Park Home Sites, Geo. #161413008000200, containing 0.55 acres more or less, The 60 feet of Lots 11 AND 12, and the N. 20 feet of the E. 30 feet of Lot 10, BLK. 1, Linwood Park Homesites, Unit #4, Geo. #161413002002400, containing 0.15 acres more or less, The E. 15 feet of W. 120 feet of Lots 5 AND 6, BLK, 2, Linwood Park Home Sites, Unit #4, Geo. #161413003002500, containing 0.07 acres more or less, Total for Section 13, Township 16 North, Range 14 West containing **35.80 acres**, all as more particularly outlined on a plat on file in the Office of Mineral Resources, Department of Natural Resources. The description is based on information provided by the State Agency regarding location and ownership of surface and mineral rights. All bearings, distances and coordinates, if applicable, are based on Louisiana Coordinate System of 1927, (North or South Zone).

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

NOTE: Lessee, it's successors or assigns, may produce oil, gas and other minerals from the lease premises by drilling from a surface location on other lands, but notwithstanding any other provision of this lease, Lessee, it's successors or assigns, shall not use the surface of the Lessor's property for drilling or any other operations without prior written permission of Lessor, which permission may be withheld at Lessor's discretion.

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

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

NOTE: The Caddo Parish Commission will require a minimum bonus of \$5,000.00 per acre and a minimum royalty of not less than 1/4th or 25%.

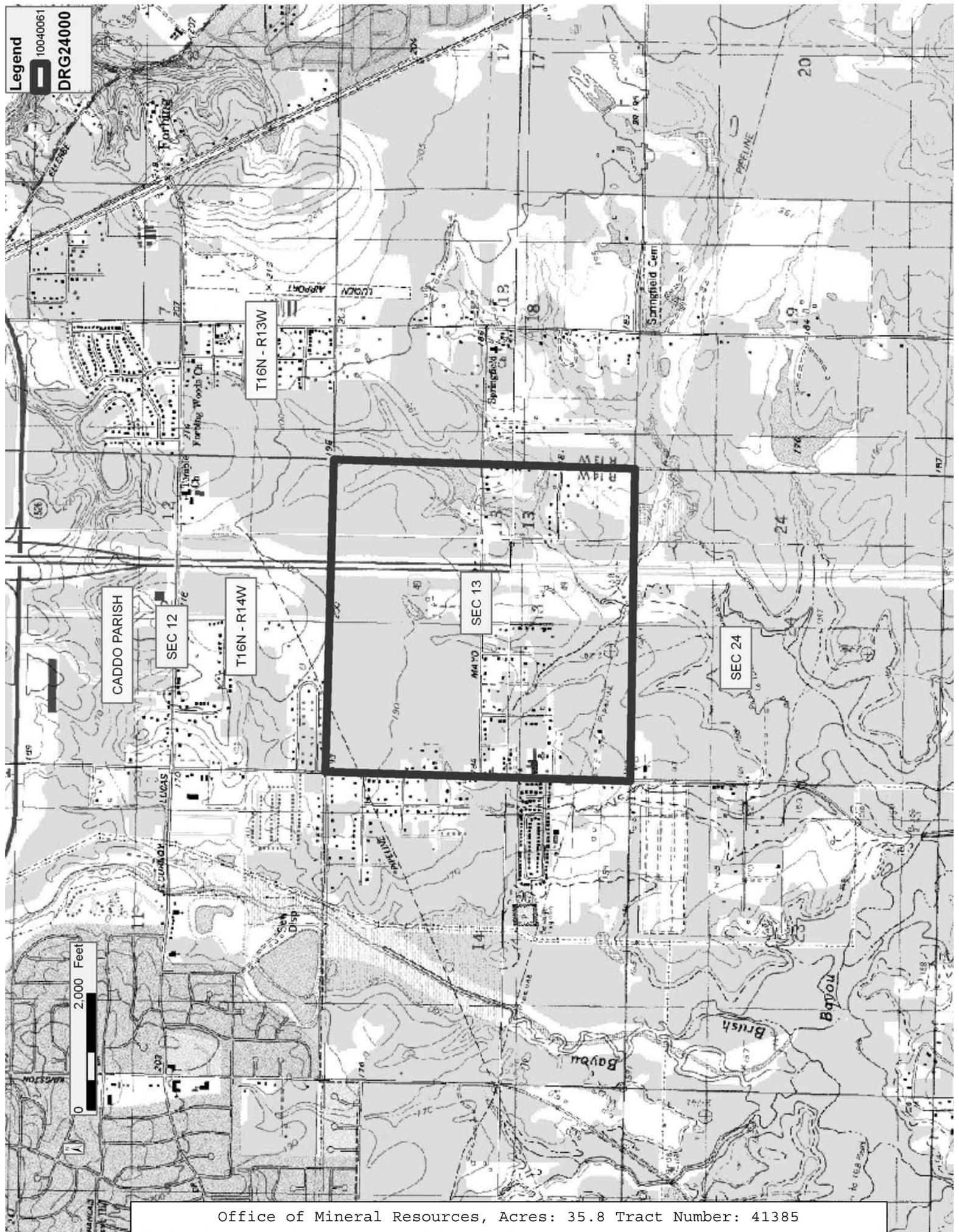
NOTE: Lessee hereby agrees that all production royalties due and payable under the Oil, Gas and Mineral lease shall be due and payable and calculated from the date that the production of oil, gas and other hydrocarbons first occurs from any unit, whether voluntary or established by the Commissioner of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

NOTE: This lease shall exclude free sulphur, potash, lignite, salt and any other hard or solid mineral. Lessee shall not have any rights to explore, drill for, mine, produce or take any action whatsoever in regard to any such hard or solid mineral deposits.

Applicant: CLASSIC PETROLEUM, INC. to Agency and by Resolution from the Caddo Parish Commission authorizing the Mineral Board to act in its behalf

Bidder	Cash Payment	Price/Acre	Rental	Oil	Gas	Other

Legend  
10040061  
DRG24000



Office of Mineral Resources, Acres: 35.8 Tract Number: 41385

**TRACT 41386 - Caddo Parish, Louisiana**

A certain Tract of land, excluding the beds and bottoms of all navigable waters, belonging to and not presently under mineral lease from Caddo Parish Commission on April 14, 2010, being more fully described as follows: A certain tract of land in Section 19, Township 16 North, Range 15 West belonging to and not presently under mineral lease from the Caddo Parish Commission being more fully described as follows: A tract of land in Section 19, Geo. #161519 000 0018, containing 0.284 acres more or less, Total for Section 19, Township 16 North, Range 15 West containing **0.284 acres**, all as more particularly outlined on a plat on file in the Office of Mineral Resources, Department of Natural Resources. The description is based on information provided by the State Agency regarding location and ownership of surface and mineral rights. All bearings, distances and coordinates, if applicable, are based on Louisiana Coordinate System of 1927, (North or South Zone).

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

NOTE: Lessee, it's successors or assigns, may produce oil, gas and other minerals from the lease premises by drilling from a surface location on other lands, but notwithstanding any other provision of this lease, Lessee, it's successors or assigns, shall not use the surface of the Lessor's property for drilling or any other operations without prior written permission of Lessor, which permission may be withheld at Lessor's discretion.

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

portion of the leased land not included in a unit created by the Commission of Conservation while this lease is in effect.

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

NOTE: The Caddo Parish Commission will require a minimum bonus of \$5,000.00 per acre and a minimum royalty of not less than 1/4th or 25%.

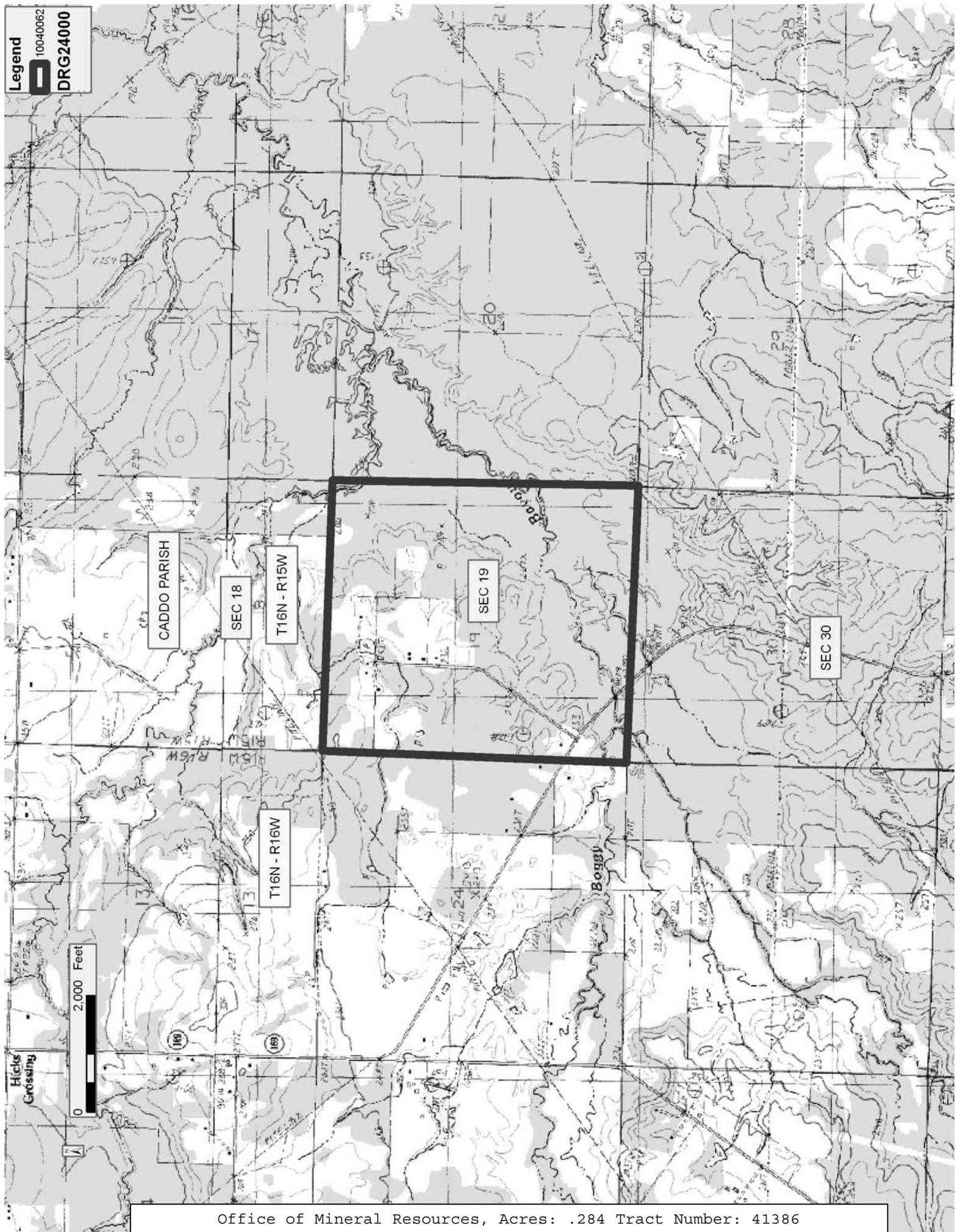
NOTE: Lessee hereby agrees that all production royalties due and payable under the Oil, Gas and Mineral lease shall be due and payable and calculated from the date that the production of oil, gas and other hydrocarbons first occurs from any unit, whether voluntary or established by the Commissioner of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

NOTE: This lease shall exclude free sulphur, potash, lignite, salt and any other hard or solid mineral. Lessee shall not have any rights to explore, drill for, mine, produce or take any action whatsoever in regard to any such hard or solid mineral deposits.

Bidder	Cash Payment	Price/Acre	Rental	Oil	Gas	Other

Applicant: CLASSIC PETROLEUM, INC. to Agency and by Resolution from the Caddo Parish Commission authorizing the Mineral Board to act in its behalf

Legend  
10040062  
DRG24000



Office of Mineral Resources, Acres: .284 Tract Number: 41386

**TRACT 41387 - Caddo Parish, Louisiana**

A certain Tract of land, excluding the beds and bottoms of all navigable waters, belonging to and not presently under mineral lease from Caddo Parish Commission on April 14, 2010, being more fully described as follows: Those certain tract(s) or parcel(s) of land belonging to and not presently under mineral lease from the Caddo Parish Commission being more fully described as follows: Section 23, Township 16 North, Range 15 West Lot 18 Capital Hill, Unit 4, Geo. #161523 022 0018, containing .37 acres more or less, A tract of land in Section 23, Geo. #161523 000 0049, containing .49 acres more or less, Lot 37, Grawood Mobile Home Subdivision, Unit 1, Geo. #161523 019 0037, containing .19 acres more or less, Lot 4, Grawood Mobile Home Subdivision Unit 1 Correction Plat, Geo. #161523 020 0004, containing .19 acres more or less, Lot 67, Grawood Mobile Home Subdivision, Unit 1, Geo. #161523 019 0067, containing .20 acres more or less, Part of Lot 41, Capital Hill Subdivision Unit 1, Geo. #161523 003 0057, containing 1.33 acres more or less, A tract of land in Section 23, Geo. #161523 000 0079, containing .12 acres more or less, A tract of land in Section 23, Geo. #161523 000 0076, containing .12 acres more or less, A tract of land in Section 23, Geo. #161523 000 0084, containing .12 acres more or less, A tract of land in Section 23, Geo. #161523 000 0073, containing .12 acres more or less, A tract of land in Section 23, Geo. #161523 000 0081, containing .12 acres more or less, A tract of land in Section 23, Geo. #161523 000 0050, containing .12 acres more or less, Part of Lot 21, Capital Hill Subdivision, Unit 1, Geo. #161523 003 0051, and containing .01 acres more or less, Tract of land in Section 23, Geo. #161523 000 0118, containing .43 acres more or less, Lot 1, Grawood Mobile Home Subdivision, Unit 1, Geo. #161523 019 0001, containing .22 acres more or less, Lot 78, McElroy Park, Geo. #161523 007 0078, containing .26 acres more or less, Lot 2, Grawood Mobile Home Subdivision, Unit 1, Geo. #161523 019 0002, containing .19 acres more or less, Lot 3, Grawood Mobile Home Subdivision, Unit 1, Geo. #161523 019 0003, containing .19 acres more or less, Lot 11, Grawood Mobile Home Subdivision, Unit 1, Geo. #161523 019 0011, containing .16 acres more or less, Lot 14, Grawood Mobile Home Subdivision, Unit 1, Geo. #161523 019 0014, containing .17 acres more or less, Lot 18, Grawood Mobile Home Subdivision, Unit 1, Geo. #161523 019 0018, containing .17 acres more or less, Lot 22, Grawood Mobile Home Subdivision, Unit 1, Geo. #161523 019 0022, containing .17 acres more or less, Lot 25, Grawood Mobile Home Subdivision, Unit 1, Geo. #161523 019 0025, containing .17 acres more or less, Lot 33, Grawood Mobile Home Subdivision, Unit 1, Geo. #161523 019 0033, containing .17 acres more or less, Lot 34, Grawood Mobile Home Subdivision, Unit 1, Geo. #161523 019 0034, containing .17 acres more or less, Lot 36, Grawood Mobile Home Subdivision, Unit 1, Geo. #161523 019 0036, containing .18 acres more or less, Lot 38, Grawood Mobile Home Subdivision, Unit 1, Geo. #161523 019 0038, containing .17 acres more or less, Lot 39, Grawood Mobile Home Subdivision, Unit 1, Geo. #161523 019 0039, containing .16 acres more or less, Lot 47, Grawood Mobile Home Subdivision, Unit 1, Geo. #161523 019 0047, containing .49 acres more or less, Lot 48, Grawood Mobile Home Subdivision, Unit 1, Geo. #161523 019

0048, containing .25 acres more or less, Lot 50, Grawood Mobile Home Subdivision, Unit 1, Geo. #161523 019 0050, containing .20 acres more or less, Lot 51, Grawood Mobile Home Subdivision, Unit 1, Geo. #161523 019 0051, containing .20 acres more or less, Lot 52, Grawood Mobile Home Subdivision, Unit 1, Geo. #161523 019 0052, containing .21 acres more or less, Lot 55, Grawood Mobile Home Subdivision, Unit 1, Geo. #161523 019 0055, containing .30 acres more or less, Lot 56, Grawood Mobile Home Subdivision, Unit 1, Geo. #161523 019 0056, containing .27 acres more or less, Lot 57, Grawood Mobile Home Subdivision, Unit 1, Geo. #161523 019 0057, containing .23 acres more or less, Lot 58, Grawood Mobile Home Subdivision, Unit 1, Geo. #161523 019 0058, containing .20 acres more or less, Lot 59, Grawood Mobile Home Subdivision, Unit 1, Geo. #161523 019 0059, containing .19 acres more or less, Lot 61, Grawood Mobile Home Subdivision, Unit 1, Geo. #161523 019 0061, containing .17 acres more or less, Lot 62 Grawood Mobile Home Subdivision, Unit 1, Geo. #161523 019 0062, containing .17 acres more or less, Lot 64, Grawood Mobile Home Subdivision, Unit 1, Geo. #161523 019 0064, containing .17 acres more or less, Lot 65, Grawood Mobile Home Subdivision, Unit 1, Geo. #161523 019 0065, containing .17 acres more or less, Lot 66, Grawood Mobile Home Subdivision, Unit 1, Geo. #161523 019 0066, containing .17 acres more or less, Lot 4, McElroy Park, Unit 3, Geo. #161523 015 0004, containing .34 acres more or less, Part of Lot 50, Capital Hill Subdivision, Unit 4, Geo. #161523 022 0061, containing .11 acres more or less, Part of Lot 50, Capital Hill Subdivision, Unit 4, Geo. #161523 022 0062, containing .11 acres more or less, Part of Lot 7, Capital Hill Subdivision, Unit 4, Geo. #161523 022 0059, containing .17 acres more or less, Tract 3 AND parts of tracts 1,2, 4 AND 5, Grawood Estates, Unit 4, Geo. #161523 016 0010, containing 3.27 acres more or less, Lot 5, Grawood Mobile Home Subn., Correction Plat, Geo. #161523 020 0005, containing .18 acres more or less, Lot 9, Grawood Mobile Home Subn., Correction Plat, Geo. #161523 020 0009, containing .16 acres more or less, Lot 44, Grawood Mobile Home Subdivision, Correction Plat, Geo. #161523 020 0044, containing .21 acres more or less, Lot 53, Grawood Mobile Home Subdivision, Correction Plat, Geo. #161523 020 0053, containing .20 acres more or less, Lot 54, Grawood Mobile Home Subdivision, Correction Plat, Geo. #161523 020 0054, containing .25 acres more or less, Part of Lot 2, Capital Hill Subdivision, Unit 4, Geo. #161523 022 0066, containing .18 acres more or less, Lot 21, Grawood Mobile Home Subdivision, Unit 1, Geo. #161523 019 0021, containing .17 acres more or less, Lot 12, Grawood Mobile Home Subdivision, Unit 1, Geo. #161523 019 0012, containing .16 acres more or less, Lot 16, Capital Hill, Unit 3, Geo. #161523 012 0016, containing .60 acres more or less, Lot 9, Capital Hill, Unit 3, Geo. #161523 012 0009, containing .64 acres more or less, Lot 35, Grawood Mobile Home Subdivision, Unit 1, Geo. #161523 019 0035, containing .17 acres more or less, Lot 5, McElroy Park, Unit 3, Geo. #161523 015 0005, containing .32 acres more or less, Lot 60, Grawood Mobile Home Subdivision, Unit 1, Geo. #161523 019 0060 containing .18 acres more or less, Total for Section 23, Township 16 North, Range 15 West containing 17.29 acres more or less. Section 25, Township 16 North, Range 15 West Part of Lot 23, Meadowwood

Estates, Geo. #161525 010 0055, containing 0.06 acres more or less, Lot 52 Meadowwood Estates, Geo. #161525 010 0052, containing 0.47 acres more or less, Total for Section 25, Township 16 North, Range 15 West containing 0.53 acres more or less. Section 26, Township 16 North, Range 15 West Part of Lot 37, Lakeside Terrace, Unit 2, Geo. #161526 002 0044, containing 0.005 acres more or less, A tract in Lakeside Terrace, Unit 2, Geo. #161526 002 0051, containing 0.06 acres more or less, Total for Section 26, Township 16 North, Range 15 West containing 0.065 acres, more or less. Total Acreage for Nomination containing **17.885 acres**, all as more particularly outlined on a plat on file in the Office of Mineral Resources, Department of Natural Resources. The description is based on information provided by the State Agency regarding location and ownership of surface and mineral rights. All bearings, distances and coordinates, if applicable, are based on Louisiana Coordinate System of 1927, (North or South Zone).

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

NOTE: Lessee, it's successors or assigns, may produce oil, gas and other minerals from the lease premises by drilling from a surface location on other lands, but notwithstanding any other provision of this lease, Lessee, it's successors or assigns, shall not use the surface of the Lessor's property for drilling or any other operations without prior written permission of Lessor, which permission may be withheld at Lessor's discretion.

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

portion of the leased land not included in a unit created by the Commission of Conservation while this lease is in effect.

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

NOTE: The Caddo Parish Commission will require a minimum bonus of \$5,000.00 per acre and a minimum royalty of not less than 1/4th or 25%.

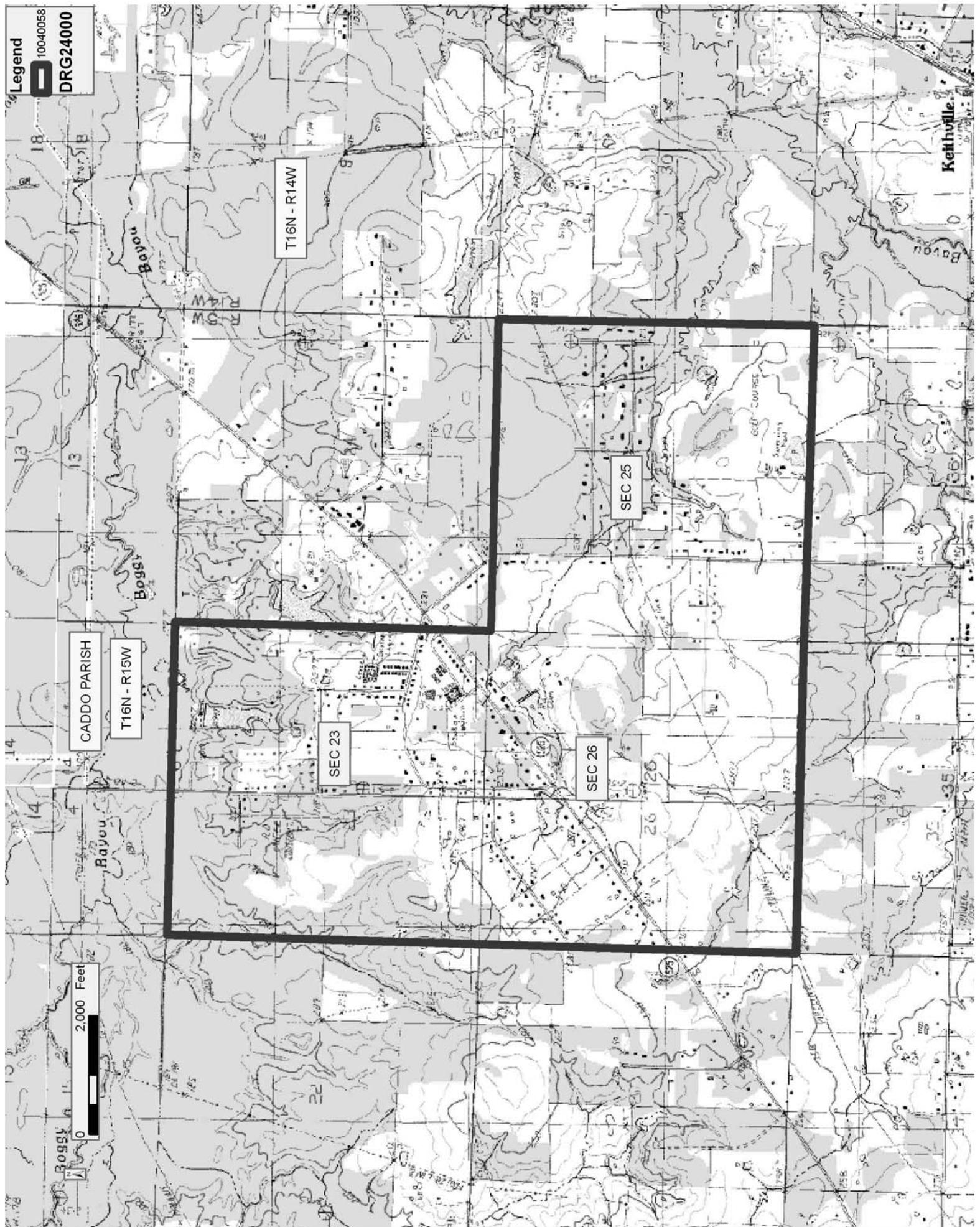
NOTE: Lessee hereby agrees that all production royalties due and payable under the Oil, Gas and Mineral lease shall be due and payable and calculated from the date that the production of oil, gas and other hydrocarbons first occurs from any unit, whether voluntary or established by the Commissioner of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

NOTE: This lease shall exclude free sulphur, potash, lignite, salt and any other hard or solid mineral. Lessee shall not have any rights to explore, drill for, mine, produce or take any action whatsoever in regard to any such hard or solid mineral deposits.

Bidder	Cash Payment	Price/Acre	Rental	Oil	Gas	Other

Applicant: CLASSIC PETROLEUM, INC. to Agency and by Resolution from the Caddo Parish Commission authorizing the Mineral Board to act in its behalf

Legend  
10040058  
DRG24000



Office of Mineral Resources, Acres: 17.885 Tract Number: 41387

**TRACT 41388 - Caddo Parish, Louisiana**

A certain Tract of land, excluding the beds and bottoms of all navigable waters, belonging to and not presently under mineral lease from Caddo Parish Commission on April 14, 2010, being more fully described as follows: A certain tract(s) or parcel(s) of land in Section 21, Township 16 North, Range 14 West belonging to and not presently under mineral lease from the Caddo Parish Commission being more fully described as follows: A Portion of Lots 50, 51 AND 52, Meadow Lake Farms, Unit No. 2, Geo. #161421 003 0063, containing 1.15 acres more or less, Portion of Lot 48, Meadow Lake Farms, Unit No. 2, Geo. #161421 003 0074, containing .33 acres more or less. Total for Section 21, Township 16 North, Range 14 West containing **1.48 acres**, all as more particularly outlined on a plat on file in the Office of Mineral Resources, Department of Natural Resources. The description is based on information provided by the State Agency regarding location and ownership of surface and mineral rights. All bearings, distances and coordinates, if applicable, are based on Louisiana Coordinate System of 1927, (North or South Zone).

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

NOTE: Lessee, it's successors or assigns, may produce oil, gas and other minerals from the lease premises by drilling from a surface location on other lands, but notwithstanding any other provision of this lease, Lessee, it's successors or assigns, shall not use the surface of the Lessor's property for drilling or any other operations without prior written permission of Lessor, which permission may be withheld at Lessor's discretion.

NOTE: Notwithstanding anything to the contrary herein contained, at the end of the primary term or any extension thereof by operations, if the Commission of Conservation of the State of Louisiana establishes a drilling unit which included a part of the land herein leased, the production of oil, gas and other minerals from such unit shall maintain this lease in full force and effect only as to such portions of the leased land embraced in said pooled unit; and this lease shall expire as to that

part of the land herein leased not included in such unit; and lessee, its successors and assigns agrees to relinquish by formal instrument any portion of the leased land not included in a unit created by the Commission of Conservation while this lease is in effect.

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

NOTE: The Caddo Parish Commission will require a minimum bonus of \$5,000.00 per acre and a minimum royalty of not less than 1/4th or 25%.

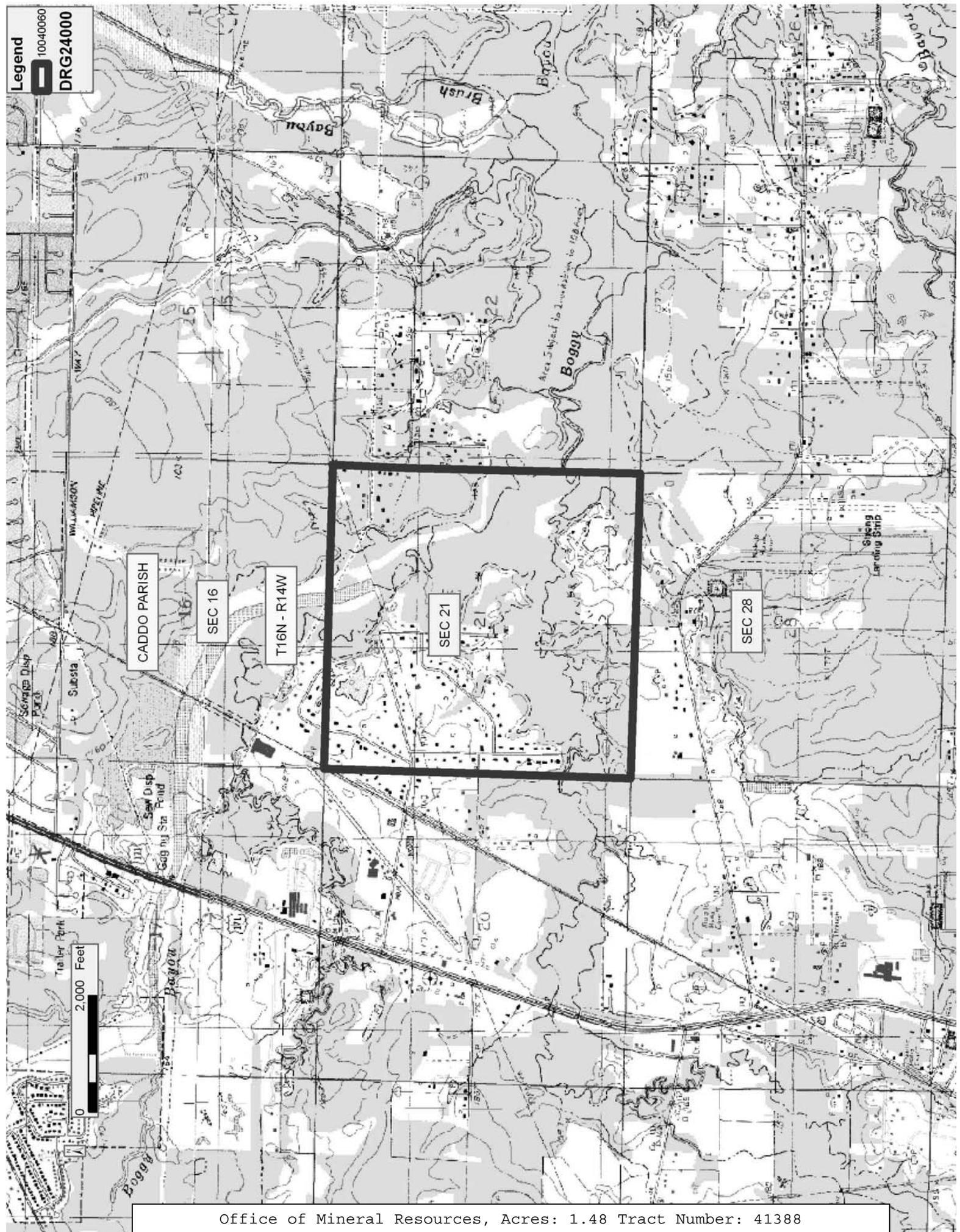
NOTE: Lessee hereby agrees that all production royalties due and payable under the Oil, Gas and Mineral lease shall be due and payable and calculated from the date that the production of oil, gas and other hydrocarbons first occurs from any unit, whether voluntary or established by the Commissioner of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

NOTE: This lease shall exclude free sulphur, potash, lignite, salt and any other hard or solid mineral. Lessee shall not have any rights to explore, drill for, mine, produce or take any action whatsoever in regard to any such hard or solid mineral deposits.

Applicant: CLASSIC PETROLEUM, INC. to Agency and by Resolution from the Caddo Parish Commission authorizing the Mineral Board to act in its behalf

Bidder	Cash Payment	Price/Acre	Rental	Oil	Gas	Other

Legend  
10040060  
DRG24000



Office of Mineral Resources, Acres: 1.48 Tract Number: 41388

**TRACT 41389 - Caddo Parish, Louisiana**

A certain Tract of land, excluding the beds and bottoms of all navigable waters, belonging to and not presently under mineral lease from Caddo Parish Commission on April 14, 2010, being more fully described as follows: Those certain tract(s) or parcel(s) of land belonging to and not presently under mineral lease from the Caddo Parish Commission being more fully described as follows: Section 32, Township 16 North, Range 14 West Lot 18, Lake Road Subdivision, Unit 2, Geo. #161432 007 0018, containing .96 acres more or less, Lot 39, Lake Road Subdivision, Unit 2, Geo. #161432 008 0039, containing .96 acres more or less, tract in Section 32, Township 16 North, Range 14 West, Geo. #161432 000 0014, containing .70 acres more or less, Lot 40, Lake Road Subdivision, Unit 2, Geo. #161432 008 0040, containing .37 acres more or less, Lot 1, Southern Forest acres, Geo. #161432 009 0001, containing .37 acres more or less, Lot 2, Southern Forest acres, Geo. #161432 009 0002, containing .37 acres more or less, Lot 4, Southern Forest acres, Geo. #161432 009 0004, containing .36 acres more or less, Lot 63 Southern Forest acres, Geo. #161432 009 0063, containing .33 acres more or less, Lot 151, Southern Forest acres, Geo. #161432 009 0151, containing .35 acres more or less, Lot 117, Southern Forest acres, Geo. #161432 010 0117, containing .33 acres more or less, Lot 179 Southern Forest acres, Geo. #161432 010 0179, containing .34 acres more or less, Part of Lots 3 and 4, Lake Road Subdivision, Unit No. 2, Geo. #161432 007 0021, containing 1 acre more or less, Part of Lot 9, Keithville, Geo. #161432 004 0017, and containing .34 acres more or less, Part of Lot 8, Partition of the Anderson Lands, Geo. #161432 011 0041, containing .34 acres more or less, Total for Section 32, Township 16 North, Range 14 West containing 7.12 acres, more or less, Section 33, Township 16 North, Range 14 West Lot 5, Sugar Hill Subdivision, Geo. #161433 002 0005, containing .42 acres more or less, Lot 130, Sugar Hill Subdivision, Geo. #161433 002 0130, containing .41 acres more or less, Lot 118, Sugar Hill Subdivision, Geo. #161433 007 0118, containing .41 acres more or less, Part of Lot 86, Sugar Hill Subdivision, Geo. #161433 002 0132, and containing .37 acres more or less, Lot 88, Sugar Hill Subdivision, Geo. #161433 002 0088, containing .39 acres more or less, Lot 91, Sugar Hill Subdivision, Geo. #161433 002 0091, containing .39 acres more or less, Lot 54, Sugar Hill Subdivision, Geo. #161433 006 0054, containing .45 acres more or less, Lot 49, Sugar Hill Subdivision, Geo. #161433 006 0049, containing .50 acres more or less, Lot 149, Sugar Hill Subdivision, Geo. #161433 003 0149, containing .51 acres more or less, Total for Section 33, Township 16 North, Range 14 West containing 3.85 acres, more or less, Total Acreage for Nomination contains **10.97 acres**, all as more particularly outlined on a plat on file in the Office of Mineral Resources, Department of Natural Resources. The description is based on information provided by the State Agency regarding location and ownership of surface and mineral rights. All bearings, distances and coordinates, if applicable, are based on Louisiana Coordinate System of 1927, (North or South Zone).

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

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

NOTE: s discretion.

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

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

well located on the leased premises, in as near the form of a square as is practicable, from the surface of the earth down to a depth of 100 feet below the deepest depth from which said well or wells are completed and from which there is production in paying quantities, such depth determination to be made on a well by well basis.

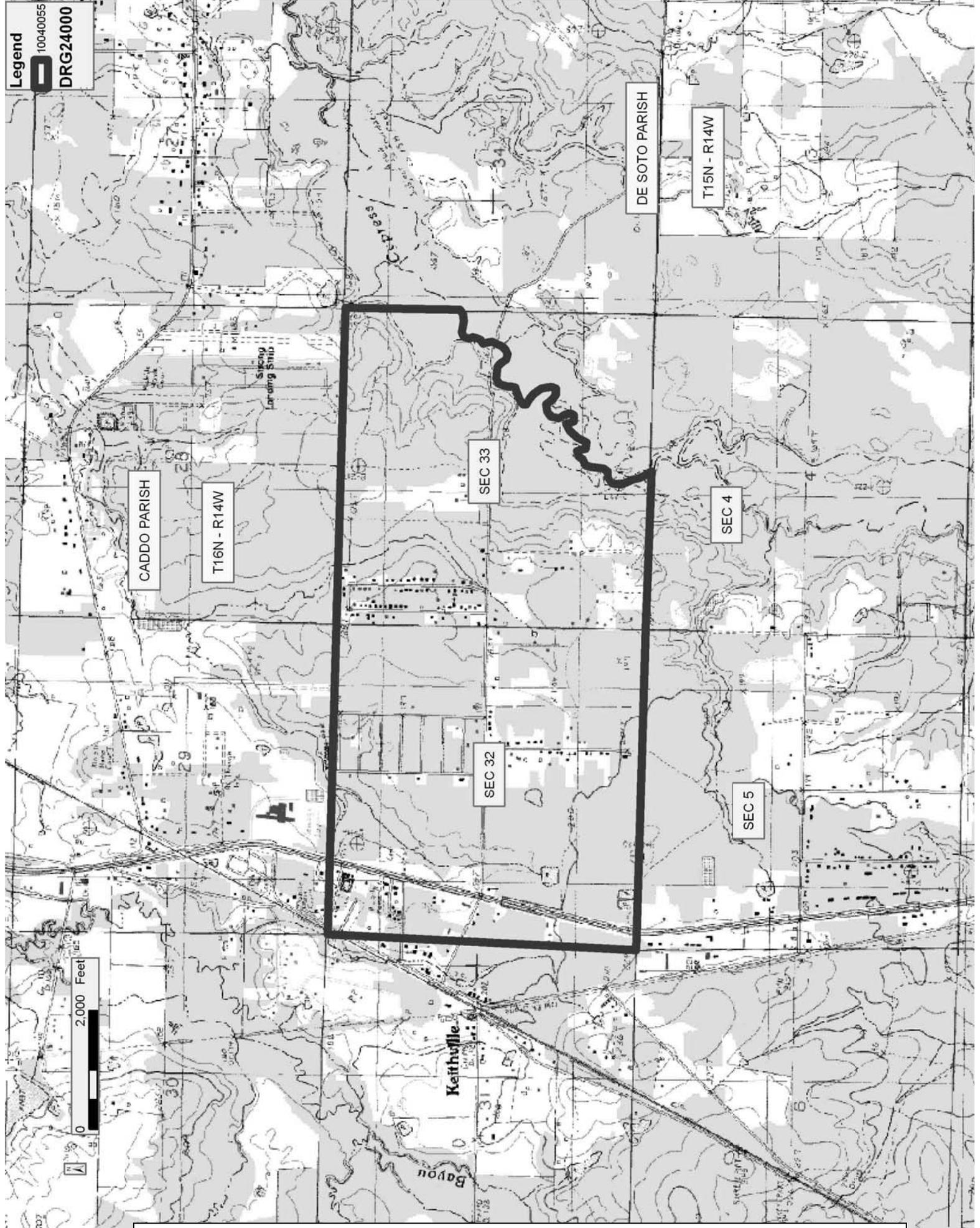
NOTE: The Caddo Parish Commission will require a minimum bonus of \$5,000.00 per acre and a minimum royalty of not less than 1/4th or 25%.

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

Applicant: CLASSIC PETROLEUM, INC. to Agency and by Resolution from the Caddo Parish Commission authorizing the Mineral Board to act in its behalf

Bidder	Cash Payment	Price/Acre	Rental	Oil	Gas	Other

Legend  
10040055  
DRG24000



Office of Mineral Resources, Acres: 10.97 Tract Number: 41389