# TRACT 42421 - East Carroll 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 Lake Providence Port Commission on December 14, 2011, being more fully described as follows: Those parcels of property situated within the following described area: Beginning at a point having Coordinates of X = 2,404,000.00 and Y = 768,500.00; thence East 8,000.00 feet to a point having Coordinates of X = 2,412,000.00 and Y = 768,500.00; thence South 11,500.00 feet to a point having Coordinates of X = 2,412,000.00 and Y = 757,000.00; thence West 8,000.00 feet to a point having Coordinates of X = 2,404,000.00 and Y = 757,000.00; thence North 11,500.00 feet to the point of beginning; located in East Carroll Parish, Louisiana with and including all alluvion and batture and sand bars formed and attached thereto, and all additions to said land resulting from the opening of new channels or changing of water courses, those parcels of property described as follows:

Tract 1: All of Fractional Section 28, Township 21 North, Range 13 East, LESS AND EXCEPT: A parcel of property (13.86 acres) sold to John F. Trim by deed recorded in Conveyance Book "EE" page 449 of said parish records, more particularly described as follows: Beginning at a stone marking the northwest corner of Fractional section twenty-eight (28), Township twentyone (21) North, Range thirteen (13) East, East Carroll Parish, Louisiana; thence North eighty-nine (89) degrees East, twenty-three and 15/100 (23.15) chains to a point on the Western boundary of the State Highway and South side of ditch on boundary line between Deesona and Wyly-Bass plantations; thence South along the Western boundary of the State Highway six and 15½/100 (6.15½) chains to a point; thence West twenty-three and 15/100 (23.15) chains to a point on line between Way-a-Way and Wyly-Bass plantations; thence North five and 82/100 (5.82) chains to point of beginning, and containing thirteen and 86/100 (13.86) acres, and being a part of the WYLY-BASS plantation; together with all the buildings and improvements thereon, and with the rights, ways, means privileges and appurtenances thereunto belonging or in any manner appertaining. Subject to: (i) A right of way (100 feet wide) conveyed to the Iron Mountain Railroad as recorded in Conveyance Book "V" page 182 of said parish records. (ii) A right of way (80 feet wide) conveyed to the State of Louisiana, containing approximately 91.75 acres.

Tract 2: All of Fractional Sections 1, 2, 3, 4 & 5, Township 20 North, Range 13 East, LESS AND EXCEPT: (i) That part of Fractional Section 1 located to the West of the Delta Southern Railroad Company's (formerly Iron Mountain Railroad and Missouri Pacific Railroad) Eastern right of way boundary. (ii) The following described tract of land, located in fractional section one (1), containing 5.2 acres, more of less: From the township corner common to Townships 20 North, 21 North, Range 12 East, and Townships 20 North, 21 North, Range 13 East, traverse North 89° 47′ West along the line between Township 21 North and Township 20 North, Range 13 East, a distance of 1,708.5 feet to a point on the Easterly right of way line of the Missouri Pacific Railroad; thence South 1° 12′ West along said

Easterly right of way line a distance of 103.1 feet to the point of beginning. From the point of beginning, traverse North 88° 12' E a distance of 330.4 feet to a point, thence South 1° 12' West a distance of 994.4 feet to a point on the section line dividing Sections 1 and 63, Township 20 North, Range 13 East; thence North 28° 30' West along the section line between Sections 1 and 63 a distance of 672.3 feet to a point on the Easterly right of way line of the Missouri Pacific Railroad; thence North 1° 12′ East along said Easterly right of way line a distance of 393.1 feet to the point of beginning. This parcel contains 5.2 acres, more or less. (iii) The Westerly 66.1 acres of Fractional Section 5 and the South forty (40) acres of Fractional Section 4 described as beginning at the Westerly corner common to fractional Sections 4 and 5, proceed North 30' West, a distance of 475 feet along the Southwesterly line of fractional Section 4 to the Westerly corner of the aforementioned South forty (40) acres of fractional Section 4; thence North 55° 00' East along the Northerly line of said South forty (40) acres of fractional Section 4, a distance of 1,040 feet to a point; thence South 67° 30' East a distance of 1,804 feet to a point on the Southeasterly line of said Fractional Section 5; thence South 45° 00' West along the Southeasterly line of Fractional Section 5, a distance of 2,262 feet to the Southernmost corner of Fractional Section 5; thence North 28° 30' West along the Southwesterly line of Fractional Section 5, a distance of 1,452 feet, more or less, to the point of beginning, containing approximately 277.77 acres.

## Tract 3:

(Railroad Strip)

Those parcels of property located in Sections 25, 26 and 27, Township 21 North, Range 13 East, East Carroll Parish, Louisiana particularly described as follows: (a.) A fifty (50') foot wide strip running adjacent to and on the East side of the right-of-way of the Delta Southern Railroad line which runs in a generally Northerly direction in the Northern two-thirds (2/3rd) of the division of Desona Plantation and being a portion of Sections 25 and 26, Township 21 North, Range 13 East, East Carroll Parish, Louisiana. (b.) A fifty (50') foot wide strip running adjacent to and on the east side of the right-of-way of the Delta Southern Railroad line located on the divided South one-third of the Desona Plantation in part of Fractional Section 25 and all of Fractional Sections 26 and 27, Township 21 North, Range 13 East, East Carroll Parish, Louisiana.

#### (Baqdad)

Those parcels of property located in Sections 19 and 20, Township 21 North, Range 13 East, East Carroll Parish, Louisiana particularly described as follows: (a.) Lot 23 of Bagdad Farm (Plantation) according to map filed and recorded the 4<sup>th</sup> day of December, 1907 in Map Book A, page 1 containing 6 ¼ acres of land, more or less. (b.) That portion of the Southwest corner of Lot 21 of Bagdad Farm (Plantation); according to map filed and recorded December 4, 1907, in Map Book "A", page 1, lying along the East side of the St. Louis, Iron Mountain and Southern Railroad (now the Missouri Pacific Railroad) right of way, and adjacent to Lot 23, being

one rod wide and 15 ½ rods long, and connecting the public road with said Lot 23; also that parcel of land having a triangular form, being a part of Lot 21, and adjacent to the above-described strip, the one side of this triangular piece of land along the above-described strip being 150 feet, and that side along a certain ditch which separates it from Lot 23, being 175 feet, and the third side separating this triangular piece of land from Lot 21, being 172 feet long. (c.) From a concrete monument at the corner common to Section 20 of Township 21 North, Range 13 East and Sections 52 53 of Township 21 North, Range 12 East, East Carroll Parish, Louisiana, run South 00 degrees 11 minutes East 96.0 feet along the Range line to a concrete monument at the Southwest corner of the North ½ of said Section 20; thence turn and run East along the South line of the North ½ of said Section 20 and being the South line of Lot 26 of Bagdad Plantation according to Map filed and recorded the 4th day of December, 1907, in Map Book "A", Page 1 of the records of East Carroll Parish, Louisiana, 1,925.7 feet to an iron pipe that is in the East right-of-way of the Missouri Pacific Railroad and being 50 feet from the centerline; thence turn and run North 1 degree 12 minutes East along the said East right-of-way line and being 50 feet from the centerline 872.52 feet to an iron reinforcing bar in the intersection of the Southeasterly right-of-way line of U.S. Highway No. 65 and being 40 feet from the centerline; thence turn and run North 35 degrees 42 minutes East along the said right-of-way line and being 40 feet from the centerline 29.13 feet to Point (A) on that certain plat of survey made by Frank L. Messinger, Registered Land Surveyor, as more particularly described herein below and being at the Northeast corner of that certain tract of land acquired by the Lake Providence Port Commission as shown by deed recorded in Conveyance Book 87, page 539 as Instrument No. 39563 on May 4, 1973, and The Point of Beginning; thence turn and run South 1 degree 12 minutes West along the Eastern line of said property and being 16.5 feet East of and parallel to the Eastern right-ofway line of said Missouri Pacific Railroad 248.11 feet to an iron reinforcing bar at Point (B) on the above-mentioned plat of survey and being one of the corners of the property of the Lake Providence Port Commission; thence turn and run South 60 degrees 51 minutes East along the North line of the property of the Lake Providence Port Commission 49.24 feet to Point (I) on said plat of survey; thence turn and run North 1 degree 12 minutes East parallel to and 43.5 feet East of the West line 334.48 feet to the intersection with the Southeasterly right-of-way line of said U.S. Highway No. 65 and being 40 feet from the centerline and being Point (H) on said plat of survey; thence turn and run South 35 degrees 42 minutes West along said right-of-way line and being 40 feet from the centerline 76.80 feet to the Point of Beginning. The above described tract of land being situated in Section 19 & 20 of Township 21 North, Range 13 East and being a portion of Lots 21 and 29 of the aforementioned Bagdad Plantation and being shown by cross-hatched area on the above mentioned plat of survey and containing 12,671.5 square feet or 0.2909 acres, more or less. Said property being also delineated as the shaded portion of that plat and map of Frank L. Messinger, Registered Land Surveyor, dated January 28, 1976, and revised May 20, 1976 and October 26,

1976 and recorded in Map Book "A", page 80 of the official public records of East Carroll Parish, Louisiana; said property having as its corners, Points (A), (B), (I) and (H), of said plat, containing approximately 10.40 acres.

Tract 4: A 20.00 acre tract situated in Sections 63 & 64, Township 20 North - Range 13 East, East Carroll Parish, Louisiana and being more particularly described as follows: Commence at the corner common to Sections 3, 4 and 63, Township 20 North - Range 13 East; thence along the existing Southwesterly boundary of property of the Port of Lake Providence and along the Southwesterly boundary of said Section 4, South 30° 37′ 34″ 1,043.00 feet to a found concrete monument at the existing Southwesterly corner of property of the Port of Lake Providence and the POINT OF BEGINNING of herein described tract; thence S54°55'11"W 700.00 feet; thence N45°30′14″W 2,273.87 feet; thence 54°55′11″E 419.08 feet to a ½ inch iron rod; thence the following bearings and distances: S34°00′00″E 245.00 feet, S43°42'11"E 368.03 feet, S41°25'06"E 757.75 feet, S44°28'08"E 495.22 feet, S69°06'30"E 103.14 feet, N57°40'52"E 200.35 feet, N50°25'40"E 244.38 feet to a 1¼ inch galvanized pipe; thence along said existing Southwesterly boundary S30°37′34″ 310.76 feet to the POINT OF BEGINNING. The above description was based on a Property Description prepared for Port of Lake Providence, by Bryant Hammett and Associates, L.L.C., Engineering and Land Surveys, Ferriday, Louisiana, containing approximately 20.00 acres.

Also, a 35.08 acre tract situated in Sections 4 & 5, Township 20 North - Range 13 East, East Carroll Parish, Louisiana, being the same property described in an Act of Cash Sale dated April 27, 2010 and filed April 28, 2010 in Register No. 85685, Conveyance Book No. 165, Page No. 630, East Carroll Parish, Louisiana.

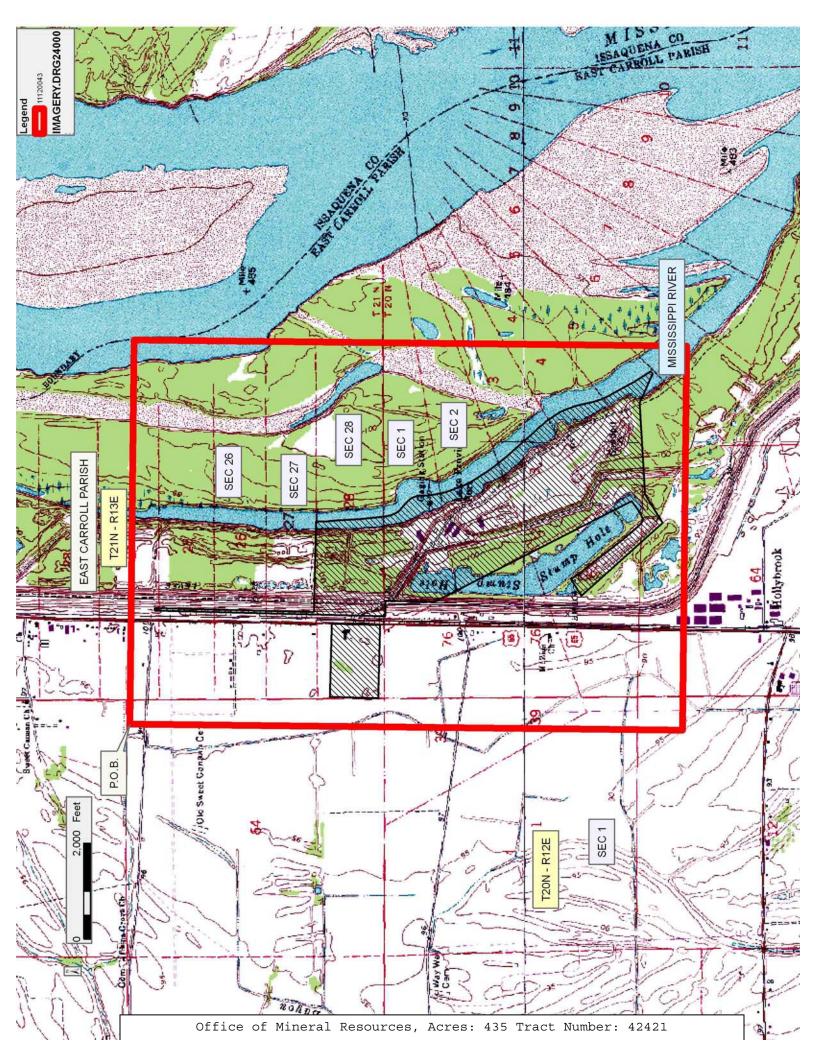
All of the above described tracts are estimated to contain in aggregate approximately 435 acres, all as more particularly outlined on a plat on file in the Office of Mineral Resources, Department of Natural Resources. The description is based on information provided by the State Agency regarding location and ownership of surface and mineral rights. All bearings, distances and coordinates, if applicable, are based on Louisiana Coordinate System of 1927, (North or South Zone).

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

portion of the leased Tract, it shall not relieve the Lessee of the obligation to pay any bonus due thereon to the Louisiana State Mineral and Energy Board, nor shall the Louisiana State Mineral and Energy Board be obligated to refund any consideration paid by the Lessor prior to such modification, cancellation, or abrogation, including, but not limited to, bonuses, rentals and royalties.

Applicant: THEOPHILUS OIL, GAS & LAND SERVICES, LLC to Agency and by Resolution from the Lake Providence Port Commission authorizing the Mineral Board to act in its behalf

Bidder	Cash	Price/	Rental	Oil	Gas	Other
	Payment	Acre				



#### TRACT 42422 - East Feliciana Parish, Louisiana

A certain Tract of land, excluding the beds and bottoms of all navigable waters, belonging to and not presently under mineral lease from Lsu Board Of Supervisors on December 14, 2011, being more fully described as follows: Being that portion of land located in Sections 44, 46, 69, 70 & 71, Township 3 South - Range 2 East and Sections 42, 68 & 72, Township 3 South - Range 3 East, East Feliciana Parish, Louisiana as per "Plat showing Boundary Survey of the 1,803.56 acres, Bob R. Jones Idlewild Research Station" by Charles T. Snyder, Registered Professional Land Surveyor, Zachary, Louisiana; the above described area being 1,803.56 acres, all as more particularly outlined on a plat on file in the Office of Mineral Resources, Department of Natural Resources. The description is based on information provided by the State Agency regarding location and ownership of surface and mineral rights. All bearings, distances and coordinates, if applicable, are based on Louisiana Coordinate System of 1927, (North or South Zone).

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

NOTE: There shall be a minimum royalty of 1/5 and a minimum cash bonus of \$250.00 per acre.

NOTE: In the event of conflict between the terms of the lease or the rider attached to such lease, said following provisions shall control over any of the printed provisions appearing in said lease or said rider.

- (1) It is distinctly understood and agreed that the lands comprising the leased premises are being used and have been used for many years as an agricultural research station and/or for purposes of an educational institution and that in the drilling of wells and the production thereof and conducting operations hereunder, LESSEE shall not affect the use of said lands for such purposes. LESSEE shall comply with the following:
  - (a) Notwithstanding any other provisions hereof, the LESSOR's

approval, in writing and recorded in the records of the clerk of court for the parish in which the leased premise is located, is required as to the time, place and type of operations, if any, to be allowed on the surface of the leased premises, or within 4000 feet below the surface, and such decision by the LESSOR shall be final and conclusive.

- (b) LESSEE shall conduct all operations on the property to occupy as little surface area as is reasonably necessary and to cause the least damage, interference or inconvenience to LESSOR and LESSOR's present and future tenants.
- (c) Not more than one battery of tanks shall be placed on the leased premises.
- (d) No building or structures shall be placed on said leased premises except such as are absolutely necessary for the production of the named minerals, and LESSEE must obtain LESSOR's written consent prior to construction of permanent buildings or structures.
- (e) No well shall be drilled within two hundred feet (200') of any residence, water well, barn or other building on said land without LESSOR's written consent.
- (f) LESSEE shall have no right to construct pipelines or use roads across the leased premises unless the leased premises participates in the production carried through such pipelines or participates in production from each well serviced by such roads
- (g) Prior to building any roads on the leased premises, LESSEE shall give LESSOR thirty (30) days written notice. Said notice, shall be accompanied by a plat showing the proposed location. Any existing all weather road (shell, limestone or gravel) on the premises used in exploration, shall be shelled with one inch (1") of clam shell or crushed rock, two inches (2") of reef shell, or a comparable amount of limestone, prior to the commencement of operations so as to maintain the integrity of the roadbed with the use of heavy oil field equipment. Roads must be maintained to this standard as needed. Any dirt road following field boundaries or other permanent field dirt roads must be used rather than constructing new roads. Dirt roads used must be shelled with three inches (3") of reef shell or three inches (3") of clam shell or crushed rock, or a comparable amount of limestone, so as to make them all weather permanent. Upon LESSOR's demand, LESSEE shall build, at its sole expense, permanent roads to each producing location on the property. Such roads shall be properly ditched, and bridged for drainage, follow existing roads to the extent possible, and trace section and field boundaries where possible. Should such roads cross fence lines, LESSEE shall build permanent cattle

guards and install corner posts and swinging gates. LESSEE shall maintain complete enclosure at all times where fences exist, especially to maintain security of LESSOR's forests, cattle and crops. LESSEE shall immediately restore all fences cut or altered by reason of its operations. All fences repaired shall be maintained at existing tension or stronger. All wood posts installed by LESSEE shall be Evr-wood or equal, not less than six inches in diameter and eight feet in length. All wood fence braces placed by LESSEE shall consist of at least two pieces of two by six inch Evr-wood or equal lumber. Vehicular equipment utilized by LESSEE shall not traverse the property during wet conditions except over all weather roads.

- (h) LESSEE shall at its sole expense construct permanent fencing to enclose pumping units, reserve pits, tank batteries and machinery.
- (i) LESSEE shall give thirty (30) days notice prior to conducting any operations, including, but not limited to, the building of roads, pits and drill sites on the property which will necessitate the cutting of timber or the disturbing of crops, livestock or other experiments, educational activities, or research. The notice will be in writing and will be accompanied by a plat or map, showing the proposed location of such operations.
- (j) LESSEE shall not, without the express written approval of LESSOR, use, employ or construct earthen pits as part of its operations on the lands held hereunder.
- (k) All pits and other excavations, including canals and ditches, if allowed on the premises, when no longer required, shall be emptied of sludge and other contents, which shall be disposed of off of the leased premises, and shall be filled, tamped and leveled as required by LESSOR.
- (1) LESSEE, shall bury and maintain all pipe installed on the property to a depth of at least forty-eight inches (48") measured from the land's normal existing surface to the top of the pipe, it being contemplated that this depth will permit safe movement of heavy equipment and plowing and leveling operations over the pipe. All topsoil must be placed on top of the clay when backfilling ditches so as to keep the integrity of the surface the same as before ditching. Should soil consistency or ground conditions indicate a deeper installation depth for safe movement of equipment and plowing, then LESSEE shall install and maintain the pipe at a greater depth so the pipe and equipment are protected. Should the pipe traverse drainage canals, drainage ditches, irrigation canals or bayous, LESSEE shall bury and maintain the pipe at these locations so that the top of the pipe shall be not less than sixty inches (60") below the bottom of the canals, ditches or bayous. Under no circumstances will

LESSEE impede drainage or irrigation of the property. LESSEE shall not construct canals or ditches without LESSOR's prior written approval. LESSOR shall have the right to compel LESSEE to construct bulkheads, plugs, dams and other structures required to regulate effectively the flow of water in each ditch, canal confluence and intersection constructed by LESSEE. All these structures shall be installed and maintained by LESSEE at its expense.

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

- intact. In the event of removal in accordance with the preceding sentence, LESSEE shall restore the areas underlying the roads as close as reasonably possible to their original condition, without regard to wear and tear or the custom in the industry, and shall apply sufficient fertilizer, soil dressing and seed to restore vegetation, and provide adequate drainage.
- (2) Upon termination of this lease, or portion thereof upon which pipelines are located, LESSEE shall notify LESSOR in writing that pipelines exist on the leased premises and request authority to remove them, which is required if LESSOR so requires. LESSEE shall not have the right to remove the pipelines if LESSOR requests that they stay.
- (3) If LESSOR determines that the pipelines are not to be removed, LESSOR shall notify LESSEE in writing, and LESSEE shall flush all pipelines, fill them with water and cap the ends to a permanent seal.
- (4) LESSOR shall have the right to retain all of the fresh water wells drilled by LESSEE on the property and the related pumps, upon paying the salvage value of the equipment in and on the well, less the cost of salvage.
- (5) LESSEE, at its cost, shall remove all mud and chemicals from the premises upon cessation of drilling operations, backfill all pits and ditches, as previously provided, fertilize and otherwise restore the soils fertility level in the area upon which it conducted operations, and fully restore the property to as close as reasonably possible its condition prior to LESSEE's operations, without regard to wear and tear or the custom in the industry.
- (q) LESSEE shall furnish bond as may be required at any time or times by LESSOR, or such other security in lieu thereof as may be acceptable to LESSOR, conditioned upon faithful performance of the obligations set forth in this lease.
- (2) On behalf of itself, its agents, employees, successors, sub lessees, transferees and assigns, LESSEE shall defend, indemnify, and hold harmless LESSOR from: (1) any and all liabilities (including strict liability), actions, suits, demands, penalties, or losses (including, limitation, claims for property damages, without property diminution, personal injuries, remedial costs, natural resource damages, restoration costs, and non-compliance penalties); (2) costs or expenses (including without limitation, court costs, administrative appeal costs, and attorneys' fees); (3) costs of any settlement or judgment regarding any of the foregoing; and, (4) any other claims of any and every kind whatsoever; each of the above obligations being in force and effect regardless of how the liability is caused or occurs, including liability resulting from the sole or concurrent negligence of LESSOR, LESSEE or

other parties and including liability arising under theories other than negligence; said liabilities including without limitation liability for injuries or death to persons or damage to property, either belonging to LESSOR or to others, which may now or in the future (whether during or after the term of this Lease) be paid, incurred, suffered by, or asserted against LESSOR by any person or entity or governmental agency for, with respect to, or as a direct or indirect result of this Lease or any obligation, operation, activity, action or inaction of LESSEE hereunder, including without limitation any of such arising or in connection with any equipping, completing, testing, exploration, drilling, transporting, plugging, or abandoning of any well or wells on the leased premises or on acreage pooled or unitized therewith or arising out of or in connection with: (1) the presence on or under the leased premises; or (2) the escape, seepage, leakage, spillage, emission, or discharge, onto or off the leased premises; or (3) the exposure of any person; of or to, any substance, waste, or material defined in or regulated by environmental law, rule or regulation, or any condition of the leased premises which would concern the applicability of any environmental law, rule or regulation. The indemnity provided in this paragraph shall inure, by stipulation pour autrui, to the benefit of agents, employees, and servants of LESSOR, and anyone of them may exercise this right of indemnity against LESSEE independently or LESSOR or of others.

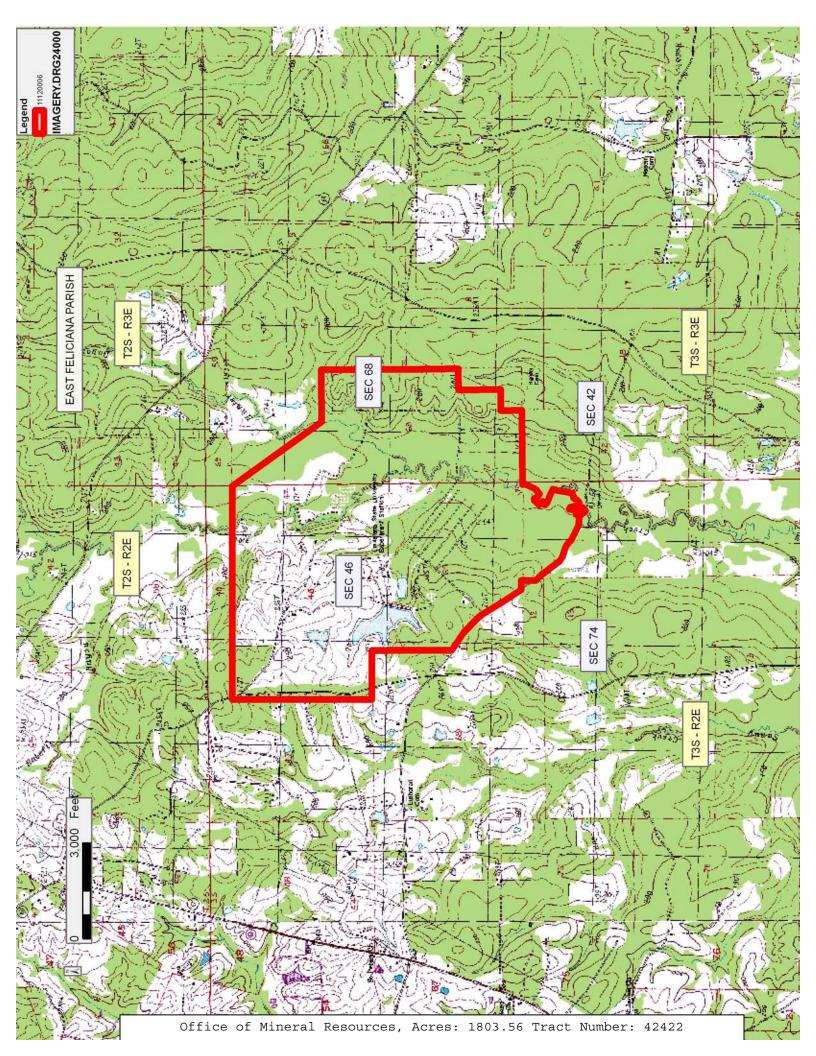
- (3) Notwithstanding any other provisions contained herein, after the expiration of the primary term, production on the leased premises, or lands pooled with any portion thereof, shall maintain this lease in force only as to a depth of 100'feet below the deepest formation tested by a well on the leased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

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

- (8) It is agreed and understood that LESSEE shall not assign this lease or execute a sublease without the written consent of LESSOR, and said consent shall only be valid upon approval of the assignment or sublease by resolution of the Louisiana State University Board of Supervisors. Further, such assignment, sublease or transfer shall not relieve the assignor, sublessor or transferor of obligations or liabilities under this lease, past, present or future, unless the LESSOR has discharged him expressly and in writing.
- (9) LESSEE, on request, shall furnish LESSOR with a copy of the abstract of title, survey, title opinion and map showing pipelines in regard to the leased premises.
- (10) In paragraph 6(a) of the printed State Agency Lease herein, wherever the word "average" appears, the word "highest" shall be substituted.
- (11) In paragraph 6(b) of the printed State Agency Lease herein, wherever the word "average" appears, the word "highest" shall be substituted.
  - (12) Paragraph 13 of the printed form of the lease is omitted.
- (13) In order for this lease to be valid, LESSEE shall be registered with the Office of Mineral Resources, State of Louisiana and if LESSEE is an entity which can register with the Secretary of State, State of Louisiana, LESSEE shall provide to LESSOR a certificate of good standing from the Secretary of State, State of Louisiana, within sixty (60) days after the execution of this lease. Approval of assignments shall be contingent upon the providing of such certificates for each assignee.
- (14) Notwithstanding anything to the contrary contained herein, this lease shall not grant LESSEE the right to explore for, drill for, or produce geothermal resources as defined by La. R.S. 30:801.

Bidder	Cash	Price/	Rental	Oil	Gas	Other
	Payment	Acre				

Applicant: ALBERT S. RUFFIN, JR. to Agency and by Resolution from the Lsu Board Of Supervisors authorizing the Mineral Board to act in its behalf



# TRACT 42423 - Vermilion Parish, Louisiana

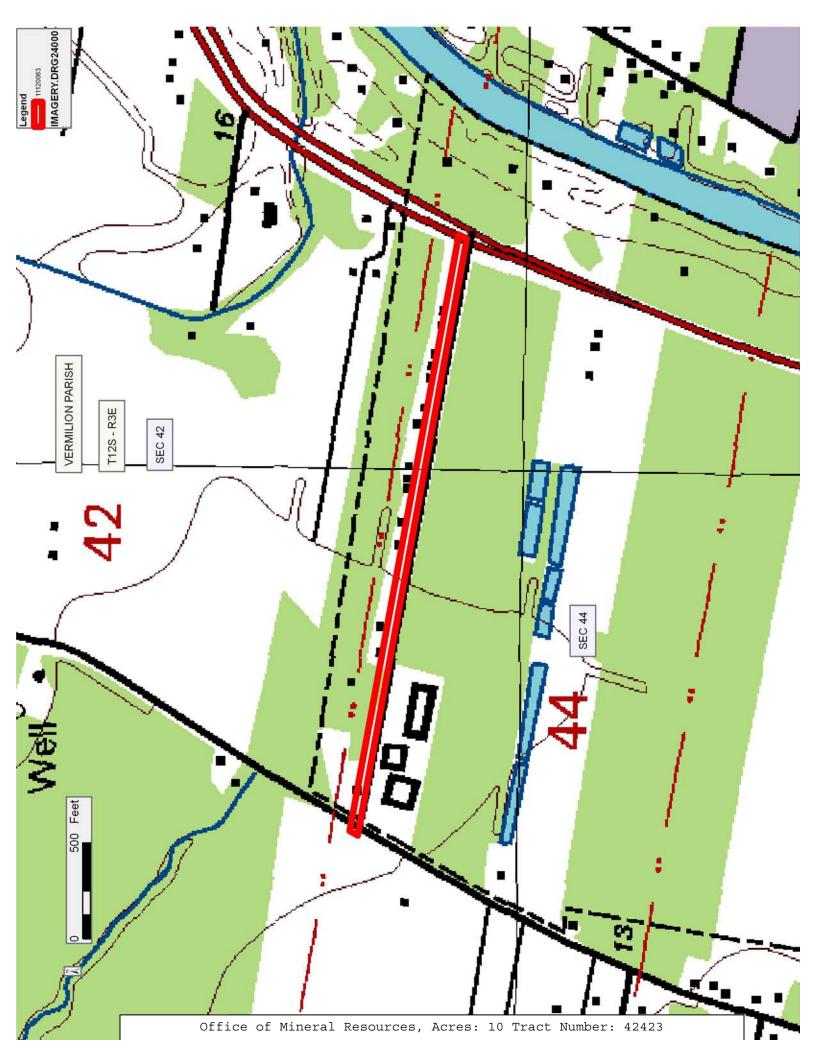
A certain Tract of land, excluding the beds and bottoms of all navigable waters, belonging to and not presently under mineral lease from City Of Abbeville on December 14, 2011, being more fully described as follows: That certain tract or parcel of land situated in Irregular Section 44, Township 12 South, Range 3 East, Vermilion Parish, Louisiana, being known locally and designated as Alan Lane on that certain Plat of Survey prepared by Stephen J. Langlinais, Registered Land Surveyor, dated July 5, 1972 and referenced within the hereinafter described instrument. The said Alan Lane being dedicated to Public Use by Ellie Mae Chauvin, et al in an instrument dated January 16, 1974, recorded under Original Entry No. 220337 (Book 765, Page 443) of the Conveyance Records of Vermilion Parish, Louisiana; the above described tract containing approximately 10 acres, all as more particularly outlined on a plat on file in the Office of Mineral Resources, Department of Natural Resources. The description is based on information provided by the State Agency regarding location and ownership of surface and mineral rights. All bearings, distances and coordinates, if applicable, are based on Louisiana Coordinate System of 1927, (North or South Zone).

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

NOTE: The lease shall be for a primary term of three (3) years; with a royalty of no less than 25% and a minimum bonus of no less than \$250.00 per acre.

Applicant: PATRICK L. DONOHUE PETROLEUM PROPERTIES, INC. to Agency and by Resolution from the City Of Abbeville authorizing the Mineral Board to act in its behalf

Bidder	Cash	Price/	Rental	Oil	Gas	Other
	Payment	Acre				
			1			



### TRACT 42424 - Terrebonne Parish, Louisiana

A certain Tract of land, excluding the beds and bottoms of all navigable waters, belonging to and not presently under mineral lease from Lsu Board Of Supervisors on December 14, 2011, being more fully described as follows: Being, "Tracts 1, 2, 3, and 4", as shown on a plat of survey prepared by M.J. Broussard, Inc., dated October 18, 2011; said tracts being described as follows:

TRACT 1: All that triangular portion of Section 73, Township 15 South, Range 16 East, Terrebonne Parish, Louisiana, lying south of the north right-of-way line of Louisiana State Highway 20, containing 260.00 acres, more or less;

TRACT 2: The approximate East half of Section 69, Township 16 South, Range 15 East, Terrebonne Parish, Louisiana, containing 292.35 acres, more or less;

TRACT 3: The entirety of Section 71, Township 16 South, Range 15 East, Terrebonne Parish, Louisiana, containing 141.79 acres, more or less;

TRACT 4: The North Half of Section 47, Township 16 South, Range 16 East, Terrebonne Parish, Louisiana, containing 331.19 acres, more or less;

Tracts 1, 2, 3, and 4 contain an aggregate of approximately 1,025.33 gross acres and approximately 36.3121 net acres, all as more particularly outlined on a plat on file in the Office of Mineral Resources, Department of Natural Resources. The description is based on information provided by the State Agency regarding location and ownership of surface and mineral rights. All bearings, distances and coordinates, if applicable, are based on Louisiana Coordinate System of 1927, (North or South Zone).

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

NOTE: In the event of conflict between the terms of the lease or the rider attached to such lease, said following provisions shall control over any of the printed provisions appearing in said lease or said rider.

- (1) It is distinctly understood and agreed that the lands comprising the leased premises are being used and have been used for many years as an agricultural research station and/or for purposes of an educational institution and that in the drilling of wells and the production thereof and conducting operations hereunder, LESSEE shall not affect the use of said lands for such purposes. LESSEE shall comply with the following:
  - (a) Notwithstanding any other provisions hereof, the LESSOR's approval, in writing and recorded in the records of the clerk of court for the parish in which the leased premise is located, is required as to the time, place and type of operations, if any, to be allowed on the surface of the leased premises, or within 4000 feet below the surface, and such decision by the LESSOR shall be final and conclusive.
  - (b) LESSEE shall conduct all operations on the property to occupy as little surface area as is reasonably necessary and to cause the least damage, interference or inconvenience to LESSOR and LESSOR's present and future tenants.
  - (c) Not more than one battery of tanks shall be placed on the leased premises.
  - (d) No building or structures shall be placed on said leased premises except such as are absolutely necessary for the production of the named minerals, and LESSEE must obtain LESSOR's written consent prior to construction of permanent buildings or structures.
  - (e) No well shall be drilled within two hundred feet (200') of any residence, water well, barn or other building on said land without LESSOR's written consent.
  - (f) LESSEE shall have no right to construct pipelines or use roads across the leased premises unless the leased premises participates in the production carried through such pipelines or participates in production from each well serviced by such roads.
  - (g) Prior to building any roads on the leased premises, LESSEE shall give LESSOR thirty (30) days written notice. Said notice, shall be accompanied by a plat showing the proposed location. Any existing all weather road (shell, limestone or gravel) on the premises used in exploration, shall be shelled with one inch (1") of clam shell or crushed rock, two inches (2") of reef shell, or a comparable amount of limestone, prior to the commencement of operations so as to maintain the integrity of the roadbed with the use of heavy oil field equipment. Roads

must be maintained to this standard as needed. Any dirt road following field boundaries or other permanent field dirt roads must be used rather than constructing new roads. Dirt roads used must be shelled with three inches (3") of reef shell or three inches (3") of clam shell or crushed rock, or a comparable amount of limestone, so as to make them all weather permanent. Upon LESSOR's demand, LESSEE shall build, at its sole expense, permanent roads to each producing location on property. Such roads shall be properly ditched, and bridged for drainage, follow existing roads to the extent possible, trace section and field boundaries where possible. Should such roads cross fence lines, LESSEE shall build permanent cattle guards and install corner posts and swinging gates. LESSEE shall maintain complete enclosure at all times where fences exist, especially to maintain security of LESSOR's forests, cattle and crops. LESSEE shall immediately restore all fences cut altered by reason of its operations. All fences repaired shall be maintained at existing tension or stronger. All wood posts installed by LESSEE shall be Evr-wood or equal, not less than six inches in diameter and eight feet in length. All wood fence braces placed by LESSEE shall consist of at least two pieces of two by six inch Evr-wood or equal lumber. Vehicular equipment utilized by LESSEE shall not traverse the property during wet conditions except over all weather roads.

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

movement of heavy equipment and plowing and leveling operations over the pipe. All topsoil must be placed on top of the clay when backfilling ditches so as to keep the integrity of the surface the same as before ditching. Should soil consistency or ground conditions indicate a deeper installation depth for safe movement of equipment and plowing, then LESSEE shall install and maintain the pipe at a greater depth so the pipe and equipment protected. Should the pipe traverse drainage canals, drainage ditches, irrigation canals or bayous, LESSEE shall bury and maintain the pipe at these locations so that the top of the pipe shall be not less than sixty inches (60") below the bottom of the canals, ditches or bayous. Under no circumstances will LESSEE impede drainage or irrigation of the property. LESSEE shall not construct canals or ditches without LESSOR's prior written approval. LESSOR shall have the right to compel LESSEE to construct bulkheads, plugs, dams and other structures required to regulate effectively the flow of water in each ditch, canal confluence and intersection constructed by LESSEE. All these structures shall be installed and maintained by LESSEE at its expense.

- (m) The ground around the wells and all installations shall be kept free of trash and debris and kept in as good condition as the surrounding terrain.
- (n) In all disputes involving discharge of oil, saltwater or other noxious substances on the property, LESSEE shall bear the burden of proving these substances did not originate from its operations and that the presence of such substances did not damage the leased premises or LESSOR's other property. LESSEE shall not store saltwater on the surface except in fiberglass or steel tankage on a temporary basis. Injection below all fresh water sands or disposing of saltwater off of the leased premises shall be the sole permissible method of saltwater disposal. Only saltwater from the leased premises may be injected in injection wells on the leased premises. LESSEE shall not discharge other noxious substances onto or under the property.
- (0) Within ninety (90) days after the completion or abandonment of each well, the land surrounding that well (the surface of which may have been disturbed by the operations hereunder) shall be restored by LESSEE to as close as reasonably possible its condition prior to being so disturbed without regard to wear and tear or custom in the industry. Any equipment, machinery, buildings, fences, or other items placed on the property by LESSEE shall be removed if so required by LESSOR within the time period allotted herein. If LESSEE fails to fulfill these obligations after demand has been made to do so, LESSOR may have the necessary work done to accomplish this at LESSEE's expense, even if this lease has otherwise terminated. Should LESSOR be

- required to legally enforce its rights under this paragraph and, as a result, LESSEE be held responsible for restoration costs, LESSOR shall be entitled to recover its costs and expenses of such enforcement and reasonable attorney's fees from LESSEE.
- Following abandonment of exploration operations, termination of production or plugging remediation activities, LESSEE shall notify LESSOR in writing of the existence of any roads on the leased premises which are no longer required for its operations, and LESSEE shall remove all roads it may have constructed incident to the operations on the leased premises which have been terminated, unless LESSOR gives LESSEE written notice to leave the roads in good condition and intact. In the event of removal in accordance with the preceding sentence, LESSEE shall restore the areas underlying the roads as as reasonably possible to their original condition, without regard to wear and tear or the custom in the industry, and shall apply sufficient fertilizer, soil dressing and seed to restore vegetation, and provide adequate drainage.
- (2) Upon termination of this lease, or portion thereof upon which pipelines are located, LESSEE shall notify LESSOR in writing that pipelines exist on the leased premises and request authority to remove them, which is required if LESSOR so requires. LESSEE shall not have the right to remove the pipelines if LESSOR requests that they stay.
- (3) If LESSOR determines that the pipelines are not to be removed, LESSOR shall notify LESSEE in writing, and LESSEE shall flush all pipelines, fill them with water and cap the ends to a permanent seal.
- (4) LESSOR shall have the right to retain all of the fresh water wells drilled by LESSEE on the property and the related pumps, upon paying the salvage value of the equipment in and on the well, less the cost of salvage.
- (5) LESSEE, at its cost, shall remove all mud and chemicals from the premises upon cessation of drilling operations, backfill all pits and ditches, as previously provided, fertilize and otherwise restore the soils fertility level in the area upon which it conducted operations, and fully restore the property to as close as reasonably possible its condition prior to LESSEE's operations, without regard to wear and tear or the custom in the industry.
- (q) LESSEE shall furnish bond as may be required at any time or times by LESSOR, or such other security in lieu thereof as may be acceptable to LESSOR, conditioned upon faithful performance of the obligations set forth in this lease.
- (2) On behalf of itself, its agents, employees, successors, sub

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

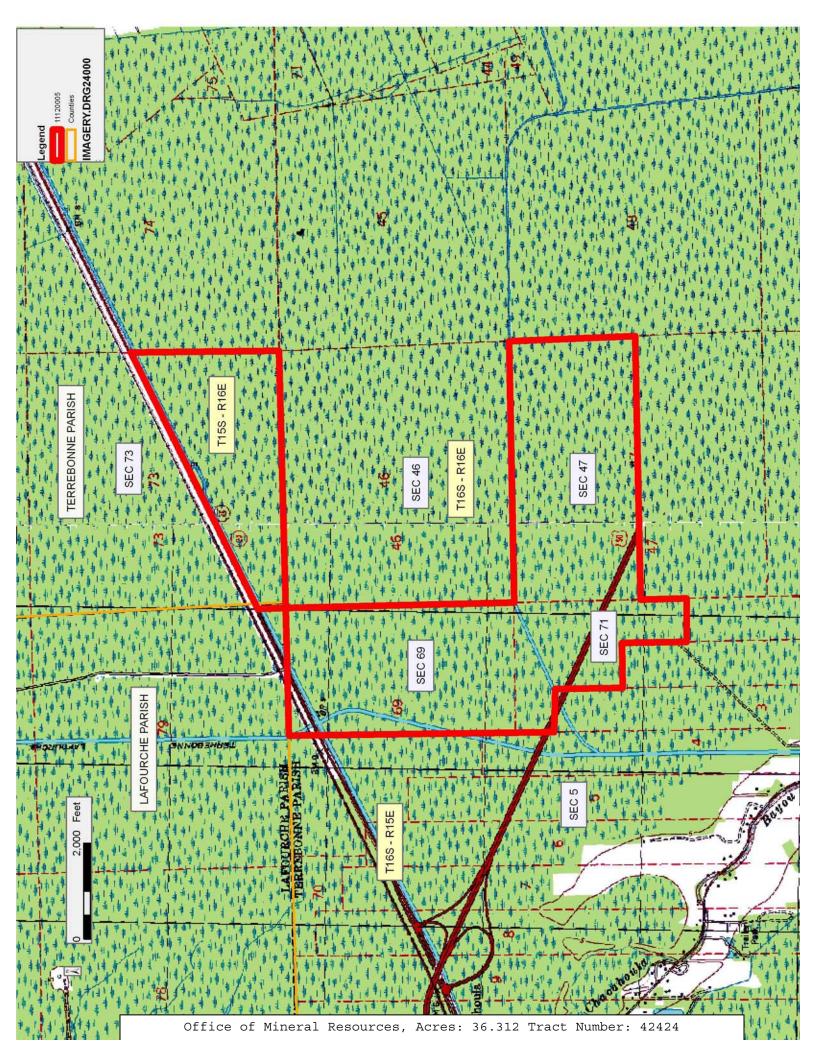
- (3) Notwithstanding any other provisions contained herein, after the expiration of the primary term, production on the leased premises, or lands pooled with any portion thereof, shall maintain this lease in force only as to a depth of 100'feet below the deepest formation tested by a well on the leased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

shall be entitled at all reasonable times, to inspect meters, or run its own independent tests to monitor or to determine production, or witness these operations conducted by LESSEE.

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

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

Bidder	Cash	Price/	Rental	Oil	Gas	Other
	Payment	Acre				



## TRACT 42425 - Cameron Parish, Louisiana

A certain Tract of land, excluding the beds and bottoms of all navigable waters, belonging to and not presently under mineral lease from Louisiana Department Of Wildlife And Fisheries on December 14, 2011, being more fully described as follows: A certain tract of land beginning at the Southwest corner of land previously owned by Oscar Sturlese, thence running in an Easterly direction 150 feet, more or less, to a coupe that crosses State Highway, thence in a Northerly direction 81 feet more or less, to State Highway, thence in a Westerly direction 150 feet (following State Highway, thence in a Southerly direction 81 feet) more or less to point of beginning, being situated in Section 37, Township 15 South -Range 4 West. Also being the same parcel of land recently surveyed (4-5-1999) by Target Surveying, Inc. for the Louisiana Department of Wildlife & Fisheries, and being more fully described as follows: Beginning at the Southwest corner of Section 37, Township 15 South - Range 4 West, thence South 76 degrees 16 minutes 42 seconds East 31.68 feet; thence South 77 degrees 51 minutes 59 seconds East 203.99 feet to the Point of Beginning; thence North 00 degrees 45 minutes 39 seconds East 81.00 feet to a point; thence South 77 degrees 51 minutes 59 seconds East 150.00 feet to a point; thence South 00 degrees 45 minutes 39 seconds West 81.00 feet to a point; thence North 77 degrees 51 minutes 59 seconds West 150.00 feet to the Point of Beginning. Said tract being the same property reserved by Theogene Miller by act of sale made to Martin Roy in Conveyance Book B, page 216 and the same property purchased by vendor herein, from Lucien Sturlese, containing approximately 0.2734 acres, all as more particularly outlined on a plat on file in the Office of Mineral Resources, Department of Natural Resources. The description is based on information provided by the State Agency regarding location and ownership of surface and mineral rights. All bearings, distances and coordinates, if applicable, are based on Louisiana Coordinate System of 1927, (North or South Zone).

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

NOTE: This tract is located in The Rockefeller Wildlife Refuge and Game Preserve Area under the jurisdiction of the Louisiana Department of Wildlife and Fisheries which has promulgated rules and regulations for the protection of game and wildlife on the aforesaid Tract and, therefore, shall be subject to said rules and regulations, a copy of which shall be attached to the mineral lease. In addition to the specific rules and regulations applicable, the following shall apply regarding operations under this mineral lease:

NOTE: Compliance with the Rockefeller mineral regulations shall be required.

NOTE: No surface activities will be allowed in the vicinity of the Headquarters and associated facilities without written authorization from the Department.

NOTE: Board road access will be required when feasible as determined by the Department.

NOTE: In the event that board road access is not feasible, existing canals and waterways will be utilized to access proposed well locations. A maximum of 350 feet of new canal dredging will be allowed for individual well locations.

NOTE: Compensatory mitigation will be required for unavoidable wetland losses.

NOTE: No discharges will be allowed, including produced waters and drilling fluids. A containerized closed loop system will be required.

NOTE: Seasonal restrictions may be imposed within specific management units dependent upon wildlife population levels.

NOTE: A minimum bonus of \$350.00 per acre and a minimum royalty of 25% will be required.

NOTE: All spoil materials generated during dredging operations shall be placed at sites determined by the Department, additionally, the Department shall have discretion to require the use of a hydraulic dredge or spray dredge.

10. Prior to submitting applications for wetland permits to Federal and State permitting agencies the lease holder shall coordinate project details with the Louisiana Department. Contact person for the Department will be Mike Windham at (504) 284-5268.

NOTE: The State of Louisiana does hereby reserve, and this lease shall be subject to, the imprescriptible right of surface use in the nature of a servitude in favor of the Department of Natural Resources, including its

Offices and Commissions, for the sole purpose of implementing, constructing, servicing and maintaining approved coastal zone management and/or restoration projects. Utilization of any and all rights derived under this lease by the mineral lessee, its agents, successors or assigns, shall not interfere with nor hinder the reasonable surface use by the Department of Natural Resources, its Offices or Commissions, as herein above reserved.

Applicant: THEOPHILUS OIL, GAS & LAND SERVICES, LLC to Agency and by Resolution from the Louisiana Department Of Wildlife And Fisheries authorizing the Mineral Board to act in its behalf

Bidder	Cash	Price/	Rental	Oil	Gas	Other
	Payment	Acre				

