

TRACT 39488 - Caddo Parish School Board - Caddo Parish, Louisiana

The State Mineral Board acting on behalf of the Caddo Parish School Board, pursuant to Resolution(s) adopted by that (those) body(ies) and in accordance with Louisiana Revised Statutes 30:121-136 and 151-156, as amended, and Article XIV, Section 16(A)(9) and (B) of the Louisiana Constitution of 1974, as same may be continued and promulgated in proper statutory form and, further, amended from time to time, advertises the lands not under mineral lease on November 14, 2007, excluding the beds and bottoms of all navigable water bodies located within the following: All or a portion of Section , Township , Range in Caddo Parish, Louisiana, A tract of land beginning at the Northwest corner of the Southwest Quarter of Section 16, Township 18 North, Range 16 West; thence East 208.7 feet; thence South 208.7 feet; thence West 208.7 feet; thence North 208.7 feet to beginning, containing **1.00 acre**, more or less, Caddo Parish, Louisiana, all as more particularly outlined on a plat on file in the Office of Mineral Resources, Department of Natural Resources. All bearings, distances and coordinates 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 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: No pipelines, tank batteries or other facilities and equipment associated with oil, mineral or gas exploration and development will be placed on the property;

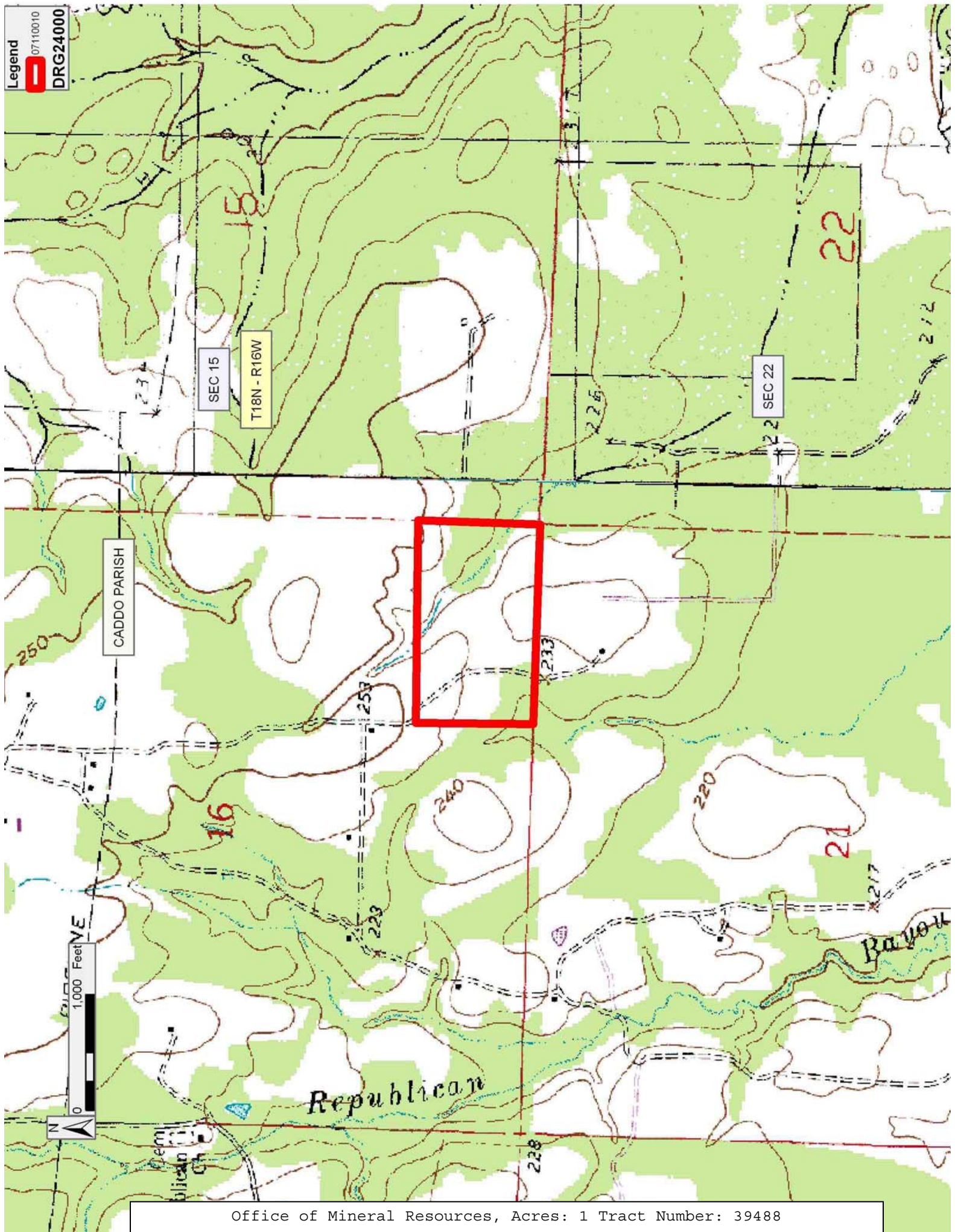
NOTE: Property is to be polled with other lands with the provisions of A and B above applicable;

NOTE: Caddo Parish School Board shall receive fair market value for merchantable timber removed or destroyed in conduction operation on any tract leased;

NOTE: 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

Applicant: WINCHESTER PRODUCTION COMPANY 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 39489 - Iberia Parish School Board - Iberia Parish, Louisiana

The State Mineral Board acting on behalf of the Iberia Parish School Board, pursuant to Resolution(s) adopted by that (those) body(ies) and in accordance with Louisiana Revised Statutes 30:121-136 and 151-156, as amended, and Article XIV, Section 16(A)(9) and (B) of the Louisiana Constitution of 1974, as same may be continued and promulgated in proper statutory form and, further, amended from time to time, advertises the lands not under mineral lease on November 14, 2007, excluding the beds and bottoms of all navigable water bodies located within the following: All or a portion of Section 10 and 16 and 9 and 15, Township 18 South, Range 6 East in Iberia Parish, Louisiana, All of Section 16, Township 18 South, Range 6 East in Iberia Parish, Louisiana, containing approximately **57 acres**, all as more particularly outlined on a plat on file in the Office of Mineral Resources, Department of Natural Resources. All bearings, distances and coordinates 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: Iberia Parish School Board desires for any mineral exploration pursuant to oil and gas leases on the Property to be performed in such a manner that the lands located in Marsh Island will remain and are restored to such condition as shall preserve it and under such conditions as will ensure to the satisfaction of the Board that minimum disturbance will occur, as set forth on the "Provisions and Conditions Governing Drilling and Production Operations on Marsh Island" and the "General provisions Governing Drilling and Production Operations on Marsh Island" (the "Provisions"), as follows:

NOTE: There shall be no discharges, including oil fluids, drilling muds, oilfield brine or other pollutants, except into injection wells approved by the Louisiana Department of Natural Resources (hereinafter "DNR") and Louisiana Department of Wildlife and Fisheries (hereinafter "W&F"). A containerized closed loop system will be required and the construction of pits will not be allowed.

NOTE: All tank batteries shall conform to all rules and regulations of DNR and W&F, particularly with reference to construction and maintenance of levee fire walls; inspection reports on the condition of pipes and pipeline carriers shall be prepared and submitted to W&F and DNR twice annually. All pipelines must be buried at least 3 feet deep in push ditches that must be backfilled upon installation. Plugs will be required at all waterway crossings and all shoreline crossings will be directionally drilled. Construction on any tank batteries or pipelines must be approved in a manner set forth in these provisions and conditions prior to commencement of construction operations.

NOTE: All State and Federal laws and all governmental regulations must be strictly complied with, including, but not limited to regulations of DNR and W&F.

NOTE: No flares may be burned and no volatile substances may be released into the atmosphere except as permitted by W&F and DNR, and under the supervision of both departments. All permitted flares shall be burned into a containerized site during daylight hours only, unless nighttime burning is specifically permitted by W&F. No other fires may be burned in the refuge area except as permitted by W&F.

NOTE: All damages caused by the mineral operations or explorations of Lessee or his assigns or permittees to levees, water control structures, bulkheads, or any other facilities owned or operated by W&F shall be restored, as near as practicable, to original condition by Lessee.

NOTE: Employees or representatives of the Lessee must have proper identification in their possession while working on the lease premises and be prepared to display same if requested to do so by a representative of W&F.

NOTE: No telephone, telegraph or power lines shall be constructed above marsh level without specific prior approval of W&F and DNR.

NOTE: No tank batteries, rigging, or other permanent structure shall be installed within 2,000 ft. of the main headquarters or within a distance that may prove damaging to any of the wood, concrete, steel or other water control structures on the area, without prior specific approval of W&F.

NOTE: In order to prevent excessive construction of access facilities, Lessee agrees that W&F and DNR shall have authority to permit or require use of existing access facilities by any party otherwise entitled to travel on the leased premises. If appropriate, W&F and DNR may order the joint use of said access facilities upon payment of a fair and proportionate share of the cost and maintenance of said facility.

NOTE: All development and work sites shall be kept clean and free of debris and litter, to the maximum extent practicable, as may be required by W&F. All abandoned development or work sites shall be restored as near as practicable to original condition, as may be required by W&F.

NOTE: All drilling and production operations shall be conducted under the strict supervision of W&F and DNR, and W&F shall have the right to have a representative present at all drilling and production operations. All salaries and expenses of such representative shall be borne by Lessee.

NOTE: Lessee and its assigns shall be responsible for and shall repair, to the maximum extent practicable as determined by W&F and DNR, all damages caused by its operations or the operations of its assigns.

NOTE: The rights granted herein are personal to the Lessee, its agents, employees, and subcontractors. Lessee may not grant to other parties the right to use road beds, waterways, or other portions of the Leased premises without the written consent of W&F, and under no circumstances shall there be any such except for the purposes of the lease.

NOTE: There shall be no development or use of the leased premises not specified above.

NOTE: The willful and repeated violation of any of these provisions and conditions shall constitute a use for revocation of the lease .

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

NOTE: Seasonal restrictions may be imposed dependent upon the level of disturbance associated with the activity and the wildlife population levels present.

NOTE: In the event of a non-producing well or upon abandonment of a producing well all structures, facilities, flowlines and appurtenances shall be removed within 120 days and the site shall be returned to pre-project conditions as determined by W&F.

NOTE: Prior to submitting applications for wetlands permits to federal and state permitting agencies, the Lessee shall coordinate and obtain approval from W&F. Final approval of W&F will be contingent upon Lessee obtaining all necessary regulatory permits.

NOTE: Lessor shall be entitled to injunctive relief against the Lessee for violation of any of its obligations hereunder, without showing irreparable harm or the absence of other legal remedies, and without the necessity or requirement of posting any bond or security therefor. If the Lessee be adjudicated to have breached any obligation assumed herein or if injunctive relief be granted against Lessee, Lessor shall be entitled to

full reimbursement of its court costs, reasonable attorneys fees and reasonable fees fo expert witnesses incident to such legal proceedings.

NOTE: Access to proposed well locations shall be through existing waterways. No canal construction will be allowed in emergent vegetated wetlands except for navigation safety purposes which the proposed well location may be relocated a maximum of a key way distance (350ft.) outside the existing waterway. In the event a waterway has to be deepened, W&F shall have discretion over spoil placement and hydraulic dredging may be required. In general, no spoil will be allowed to be placed on emergent vegetated wetlands. Spoil materials will be placed in open water at an elevation conducive to vegetated wetlands development. In the event sufficient spoil is not available for marsh creation, spoil will be spread on water bottoms at an elevation not to exceed .5 ft. above the water bottom. Spoil materials generated from management unit canals may be utilized to repair or refurbish existing levees as determined by W&F on a case by case basis.

NOTE: Individual application must be submitted to W&F for approval for the Lessee to conduct any type of surface construction or surface development on Marsh Island. Any mineral activity conducted within 1,000 ft. of the South or Gulf side of Marsh Island shall be conducted in close cooperation with W&F and shall be conducted so as not to damage or destroy any existing reefs, oyster beds or other sensitive underwater habitat and to preserve fish, birds and other wildlife. A minimum of 15 days must be allowed for W&F to consider the applications and reply, where applicable.

NOTE: Bringing firearms, bows and arrows, liquor and controlled dangerous substances (drugs) onto the leased premises is prohibited. All boats and vehicles are subject to search by all authorized employees of W&F.

NOTE: Hunting, pursuing, killing, molesting or intentionally disturbing any type of wildlife is prohibited.

NOTE: Trapping is permitted only by designated individuals assigned by W&F.

NOTE: Use of boats, marsh buggies, and airboats, except as for the sole purposes specified in conditions pertaining to geophysical operations or drilling and production operations is prohibited.

NOTE: Employees or representatives of the Lessee must have proper identification in their possession while working on the lease premises and be prepared to display same if requested to do so by a representative of W&F.

NOTE: All operations shall be conducted to avoid pollution.

NOTE: The burning of marsh is prohibited. Water control structures shall not be tampered with or altered by anyone other than an employee of W&F.

NOTE: No littering is allowed.

NOTE: Lessee shall comply with all current rules and regulations of W&F for the protection of game and wildlife, and particularly, no hunting, fishing or other activities harmful or destructive to game or wildlife shall be permitted on the leased premises.

NOTE: In the event W&F determines that hauled in fill is not practicable for a specific site, road beds will be constructed from staggered borrow pits. These shall be evenly alternated on each side of the road bed and each individual pit shall not exceed 300 feet in length and 40 ft. in width. A minimum of 15 ft. of berm shall be maintained between the road bed and the edge of the borrow pit. Drainage and water control will be provided for by means of culverts with drop gates under all road beds unless otherwise directed by W&F and DNR. In the event of a dry hole or upon abandonment of the well, the road bed and drill site shall be returned to pre-project conditions as determined by W&F.

NOTE: Board road access will be allowed across emergent vegetated wetlands dependent upon the specific site, however, W&F shall have discretion to require fill materials to be transported from offsite rather than constructing borrow canals.

Applicant: SUMMIT ENERGY COMPANY, LLC to Agency and by Resolution from the Iberia Parish School Board authorizing the Mineral Board to act in its behalf

Bidder	Cash Payment	Price/Acre	Rental	Oil	Gas	Other

