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# Exhibit GG. Britco Site Oil and Gas Lease

OIL, GAS AND MINERAL LEASE

INSTRUMENT # 00835918 FILED AND RECORDED ASCENSION CLERK OF COURT 2013 SEP 26

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THIS AGREEMENT, entered into effective as of \_ September 20, 2013, by and between BRITCO, L.L.C., a Limited Liability Company created under the Laws of the State of Lours fain 25 domiciled at Baton Rouge, Louisiana, but for these purposes designating a mailing address of C/o 8811 Veterans Blvd., Metairie, Louisiana 70003 and represented herein by its duly authorized undersigned members, TIFIED TRUE COFY BY herein called "Lessor" ( whether one or more) and \_\_\_SonCo Holdings, L.L.C., a California Limited Liability Company, whose mailing address is 221 E. Walnut Street #155, Pasadena, CA 91101; hereinafter called "Lessee", witnesseth, that:

DEPUTY CLEFT SLIPPRIGO2

Lessor, in consideration of the sum of \_\_\_\_\_ One Hundred Dollars and Other Valuabel Consideration (\$100 & O.V.C. ), hereby leases and lets unto Lessee, the exclusive right to enter upon and use the land hereinafter described for the exploration for, and production of oil, gas, sulphur and all other minerals, together with the use of the surface of the land for all purposes incident to the exploration for and production, ownership, possession, storage and transportation of said minerals ( either from said land or acreage pooled therewith), and the right to dispose of salt water, with the right of ingress and egress to and from said lands at all times for such purposes, including the right to construct, maintain and use roads, pipelines and/or canals thereon for operations hereunder or in connection with similar operations on adjoining land, and including the right to remove from the land any property placed by Lessee thereon and to draw and remove casing from wells drilled by Lessee on said land; the land to which this lease applies and which is affected hereby being situated in Ascension Parish, Louisiana, and described as follows,

> SEE "LAND DESCRIPTION" AT "EXHIBIT A", "DRILL SITE TRACT DESCRIPTION" AT "EXHIBIT A-1", "ACCESS ROUTE" DESCRIPTION AT "EXHIBIT A-2" & SEE "ADDITIONAL TERMS AND PROVISIONS" AT "EXHIBIT B"

(ALL OF THE ABOVE REFERENCED "EXHIBITS" BEING ATTACHED HERETO AND MADE A PART HEREOF)

All land owned by the Lessor in the above mentioned Section or Sections or Surveys, all property acquired

by prescription and all accretion or alluvion attaching to and forming a part of said land are included herein, whether

properly or specifically described or not. Whether or not any reduction in rentals shall have previously been made, this lease, without further evidence thereof, shall immediately attach to and affect any and all rights, titles, and interests in the above described land, including reversionary mineral rights, hereafter acquired by or inuring to Lessor and Lessor's successors and assigns. For the purpose of calculating the rental payments hereinafter provided for, the above described land is estimated to comprise 106.03 acres, whether it actually comprises more or less. \_years and \_ This lease shall be for a term of \_ One (1) Six (6) the date hereof (called "primary term") and so long thereafter as oil, gas or some other mineral is being produced or drilling operations are conducted either on this land or on acreage pooled therewith (or with any part thereof), all as hereinafter provided for; all subject to the following conditions and agreements: 1. This lease shall terminate on \_\_\_ March 15, 2015 before said date the Lessee either (1) commences operations for the drilling of a well on the land, or on acreage pooled therewith (or with any part thereof), in search of oil, gas or other minerals and thereafter continues such operations and drilling to completion or abandonment; or (2) pays to the Lessor a rental of \_) per acre for all or that part of the land which Lessee elects to continue to hold hereunder, which payment shall maintain Lessee's rights in effect as to such land without drilling operations for one year from the date last above mentioned; and Lessee may continue to maintain the rights granted without drilling operations for successive twelve months' periods (during the primary term) by paying Lessor, on or before the beginning of such Dollars (\$\_\_\_\_ \_) per acre for all or that part of the respective periods land held hereunder. Payments may be made to the Lessor or may be mailed or delivered for deposit to Lessor's <del>\_ Bank of</del> which Bank or its successor shall continue to be the depository for such rentals as the representative of Lessor and Lessor's successors and assigns; and the death or incapacity of Lessor shall not terminate or affect Lessee's right to continue to deposit all payments in said depository bank or its successor. The mailing of the check or draft of Lessee or Lessee's successors to Lessor at the address set forth above or to the said Bank on or before the rental paying date shall be considered as payment of rental and operate to maintain Lessee's rights in force and effect. Should said Bank fail or liquidate, or if it should for any reason fail or refuse to accept Lessee's check or draft, the attempted payment in the manner above provided shall not be thereby rendered ineffective and Lessee shall not be in default for failure to pay said rental until thirty (30) days after Lessor shall have furnished Lessee with a recordable instrument naming a new depository; and this provision shall apply to all such new and subsequently named depositories. Wherever used in this lease, "operations for drilling", "drilling operations" and "operations" shall be deemed to have been commenced when work is commenced or materials placed on the ground at or near the well site preparatory to the drilling of a well.

2. Lessee, at its option, is hereby given the right and power without any further approval from Lessor, at any time and from time to time, to pool or combine the land or mineral interest covered by this lease, or any portion

thereof, with other land, lease or leases and mineral interests in the immediate vicinity thereof, when, in Lessee's judgment, it is necessary or advisable to do so in order to properly explore or develop or operate said premises so as to promote the conservation of oil, gas or other minerals in and under and that may be produced from said premises or to prevent waste or to avoid the drilling of unnecessary wells or to comply with the spacing or unitization order of any Regulatory Body of the State of Louisiana or the United States having jurisdiction. The term "Regulatory Body" shall include any governmental officer, tribunal or group (civil or military) issuing orders governing the drilling of wells or the production of minerals. Such pooling shall be of adjacent tracts which will form a reasonably compact (but not necessarily contiguous) body of land for each unit, and the unit or units so created shall not exceed substantially forty (40) acres each for each well for oil exploration or production and substantially one hundred sixty (160) acres each for each well for gas and gas-condensate exploration or production unless a larger spacing pattern or larger drilling or production units (including a field or pool unit) shall have been fixed and established by an order of a Regulatory Body of the State of Louisiana or of the United States, in which event the unit or units shall be the same as fixed by said order. Lessee shall execute and file for record in the Conveyance Records of the Parish in which the land herein leased is situated a declaration describing the pooled acreage; and upon such filing, the unit or units shall thereby become effective, except that when a unit is created by order of a Regulatory Body the pooling shall be effective as of the effective date of such order, and no declaration shall be required in connection therewith. The royalties herein elsewhere specified, and subject to the provisions of Paragraph 10 hereof, shall be computed only on the proportionate part of the production from any pooled unit that is allocated to the land herein described; and unless otherwise allocated by order of a Regulatory Body, the amount of production to be so allocated from each pooled unit shall be that proportion of such total production that the surface area of the land affected hereby and included in the unit bears to the total surface area of all the lands included in such pooled unit. Drilling or reworking operations on or production of oil, gas or other minerals from land included in such pooled unit shall have the effect of continuing this lease in force and effect during or after the primary term as to all of the land covered hereby (including any portion of said land not included in said unit) and as to all strata underlying said land, whether or not such operations be on or such production be from land covered hereby. Any unit formed by Lessee hereunder may be created either prior to or during or after the drilling of the well which is then or thereafter becomes the unit well. Separate units may be created for oil and for gas, or for separate stratum or strata of oil or gas, even though the areas thereof overlap, and the creation of a unit as to one mineral or strata or stratum shall not exhaust the right of Lessee (even as to the same well) to create different or additional units for other minerals or for other strata or stratum of the same or other minerals. The failure of the leasehold title (in whole or in part) to any tract or interest therein included in a pooled unit shall not affect the validity of said unit as to the tracts or interests not subject to such failure, but the unit may thereafter be revised as hereinafter provided. Lessee shall have the right and power to reduce and diminish the extent of any unit created under the terms of this paragraph so as to eliminate from said unit any interest or lease to which title has failed or upon which there is or may be an adverse claim. Such revision of the unit shall be evidenced by an instrument in writing executed by Lessee, which shall describe the lands included in the unit as revised and shall be filed for record in the Conveyance Records of the Parish where the lands herein leased are situated. The revised declaration shall not be retroactive but shall be effective as of the date that it is filed for record. Any unit created by Lessee hereunder shall also be revised so as to conform with an order of a Regulatory Body issued after said unit was originally established; such revision shall be effective as of the effective date of such order without further declaration by Lessee, but such revision shall be limited to the stratum or strata covered by said order and shall not otherwise affect the unit originally created.

- 3. Lessee, may, at any time prior to or after the discovery and production of minerals on the land, execute and deliver to Lessor or file for record a release or releases of any portion or portions of the lands or any stratum or strata and be relieved of all requirements hereof as to the land, stratum or strata so released; and, in the event of a release of all strata under a portion of the land during the primary term, the rental shall be reduced proportionately, according to acreage. In the event of the forfeiture of this lease for any cause, Lessee shall have the right to retain around each well then producing oil, gas or other minerals or being drilled or worked on the number of acres fixed and located by or in accordance with the spacing or unit or prorution allowable order of any Regulatory Body of the State of Louisiana or of the United States under which said well is being drilled or produced, or if said well has been or is being drilled on a unit pooled by Lessee as provided herein, then Lessee may retain all of the acreage comprising said pooled unit and if no spacing or proration allowable order has been issued nor any pooled unit established, then Lessee shall have the right to retain forty (40) acres surrounding each oil well then producing or being drilled or worked on, and one hundred sixty (160) acres around each gas or gas condensate well then producing, or being drilled or worked on or shut in under Paragraph 8 hereof, each of such tracts to be in as near a square form as is practicable. Lessee shall have such rights of way or servitudes affecting the acreage released or forfeited as are necessary for Lessee's operations on the land retained hereunder.
- 4. Prior to the time that oil, gas or some other mineral is being produced from the leased land or land pooled therewith (or with any part thereof), Lessee may maintain the rights granted during and after the primary term by carrying on operations on said lands or land pooled therewith (or with any part thereof) without the lapse of more than ninety (90) days between abandonment of work on one well and the commencement of operations for drilling or reworking another; and during the primary term such operations may be discontinued and the rights granted maintained by commencing or resuming rental payments, by paying within ninety (90) days from the discontinuance of operations (regardless of the fixed rental paying date) the proportion of the fixed yearly rental that the number of days between the end of said ninety (90) days and the next ensuing rental paying date or the expiration of the primary term bears to the twelve months' period; but, if said ninety 90 days should expire prior to the initial rental paying date or during any year for which rental or other payment has been made, no rental shall be due until the next fixed rental paying date, or, as the case may be, for the balance of the last year of the primary term.
- 5. If, prior to or after the discovery of oil or gas on the lands held hereunder, a well producing oil or gas in paying quantities for thirty (30) consecutive days should be brought in on adjacent lands not owned by Lessor and not included in a pooled unit containing all or a portion of the lands herein described, Lessee shall drill such offset well to protect the land held hereunder from drainage as and within the time that a reasonable and prudent operator would drill under the same or similar circumstances; it being provided, however, that Lessee shall not be required to drill any such offset well unless the well on adjacent land is within 330 feet of any line of the lands held hereunder, nor shall such offset well be necessary when said lands are being reasonably protected by a well on the leased premises or land pooled therewith (or with any part thereof).
- 6. After the production of oil, gas or any other mineral in paying quantities, either on the leased premises or on lands pooled therewith (or with any part thereof), the rights granted shall be maintained in effect during and after

the primary term and without the payment of the rentals hereinabove provided for so long as oil, gas, or some other mineral is being produced in paying quantities. It is provided however, that if, after the production of oil, gas or other minerals in paying quantities, the production thereof should cease from any cause, and Lessee is not then engaged in drilling or reworking operations, this lease shall terminate unless Lessee resumes or restores such production, or commences additional drilling, reworking or mining operations within ninety (90) days thereafter and continues such operations without the lapse of more than ninety (90) days between abandonment of work on one well and commencement of reworking operations or operations for the drilling of another, in an effort to restore production of oil, gas or other minerals, or (if during the primary term) commences or resumes the payment of rentals in the manner hereinabove provided for in connection with the abandonment of wells drilled. Lessee shall not be required to produce more than one mineral, the production of any one mineral in paying quantities and with reasonable diligence being sufficient to maintain all of Lessee's rights. In the event that any well on the land or on property pooled therewith (or with any part thereof), is capable of producing gas or gaseous substances in paying quantities but such minerals are not being produced, then Lessee's rights may be maintained, in the absence of production or drilling operations, by commencing or resuming rental payments as hereinabove provided for in connection with the abandonment of wells drilled. Should such conditions occur or exist at the end of or after the primary term, or within ninety (90) days prior to the expiration thereof, Lessee's rights may be extended beyond and after the primary term by the commencement, resumption or continuance of such payments at the rate and in the manner herein provided for rental payments during the primary term and for the purpose of computing and making such payments the expiration date of the primary term and each anniversary date thereof shall be considered as a fixed rental paying date; provided, however, that in no event shall Lessee's rights be so extended by rental payments and without drilling operations or production of oil, gas or some other mineral for more than five-two consecutive years.

7. Subject to the provisions of Paragraphs 2 and 10 hereof, the royalties to be paid by Lessee are: (a) on oil (which includes condensate and other liquid hydrocarbons when separated by lease separator units), one-eighth (1/8) of that produced and saved from the land and not used for fuel in conducting operations on the property (or on acreage pooled therewith or with any part thereof), or in treating such liquids to make them marketable; (b) on gas, one-eighth (1/8) of the market value at the well of the gas used by Lessee in operations not connected with the land leased or any pooled unit containing all or a part of said land; the royalty on gas sold by Lessee to be one-eighth (1/8) of the amount realized at the well from such sales; (c) one-eighth (1/8) of the market value at the mouth of the well of gas used by Lessee in manufacturing gasoline or other by-products, except that in computing such value, there shall be excluded all gas or components thereof used in lease or unit operations, or injected into subsurface strata as hereinaster provided; (d) One Dollar (\$1.00) for each ton of 2240 pounds of sulphur, payable when marketed; and (e) one-eighth (1/8) of the market value at the well or mine of all other minerals produced and saved or mined and marketed. Oil royalties shall be delivered to Lessor free of expense at Lessor's option in tanks furnished by Lessor at the well or to Lessor's credit in any pipe line connected therewith. In the event Lessor does not furnish tanks for such royalty oil and no pipe line is connected with the well, Lessee may sell Lessor's such oil at the best market price obtainable and pay Lessor the price received f.o.b. the leased property, less any severance or production tax imposed thereon. Lessee shall have the right to inject gas, water, brine or other fluids into subsurface strata, and no royalties shall be due or computed on any gas or component thereof produced by Lessee and injected into subsurface stratum or strata through a well or wells located either on the land or on a pooled unit containing all or a part of the land.

8. The Lessee shall be responsible for all damages to timber and growing crops of Lessor caused by Lessee's operations.

9. All provisions hereof shall inure to the benefit of and bind the successors and assigns (in whole or in part) of Lessor and Lessee, (whether by sale, inheritance, assignment, sub-lease or otherwise), but regardless of any actual or constructive notice thereof, no change in the ownership of the land or any interest therein or change in the capacity or status of Lessor or any other owner of rights hereunder, whether resulting from sale or other transfer, inheritance, interdiction, emancipation, attainment of majority or otherwise, shall impose any additional burden on Lessee, or be binding on Lessee for making any payments hereunder unless, at least forty-five (45) days before any such payment is

due, the record owner of this lease shall have been furnished with certified copy of recorded instrument or judgment evidencing such sale, transfer or inheritance, or with evidence of such change in status or capacity of Lessor or other party owning rights hereunder. The furnishing of such evidence shall not affect the validity of payments theretofore made in advance. A sublessee may, as to the Lessor, exercise the rights and discharge the obligations of the Lessee, without joinder of any sublessor. In the event of an assignment of the lease as to a segregated portion of the land, delay rentals shall be apportioned among the several leasehold owners according to the surface area of each and default in payment by one shall not affect the rights of others. Any owner of rights under this lease may pay the entire rental payable hereunder and such payment shall be for the benefit of those holding leasehold rights hereunder. If at any time two or more persons are entitled to participate in the rental payable hereunder, Lessee may pay or tender said rental jointly to such persons or to their joint credit in the depository named herein; or, at Lessee's election, the proportionate part of said rental to which each participant is entitled may be paid or tendered to him separately or to his separate credit in said depository and payment or tender to any participant of his portion of the rentals hereunder shall maintain this lease as to such participant.

10. Lessor hereby warrants and agrees to defend the title to said land and agrees that Lessee may, at its option, discharge any tax, mortgage or other lien upon the land and be subrogated thereto and have the right to apply to the repayment of Lessee any rentals and/or royalties accruing hereunder. If Lessor owns less than the entire undivided interest in all or any portion of the lands or mineral rights relating thereto (whether such interest is herein specified or not) rentals and royalties as to the land in which an interest is outstanding in others shall be reduced proportionately to the interest of the Lessor therein, but the failure of Lessee to reduce rentals shall not affect Lessee's rights to reduce royalties; and all outstanding royalty rights shall be deducted from the royalties herein provided for. Lessee shall have the right to purchase a lease or leases from others to protect its leasehold rights and shall not thereby be held to have disputed Lessor's title; and in the event Lessor's title or an interest therein is claimed by others, Lessee shall have the right to withhold payment of royalties or to deposit such royalties in the registry of the Court until final determination of Lessor's rights.

11. In the event the Lessor at any time considers that operations are not being conducted in compliance with this lease, Lessor shall notify Lessee in writing of the facts relied upon as constituting a breach hereof, and Lessee shall have sixty (60) days after receipt of such notice in which to commence any operations that are then legally necessary to comply with the requirements hereof. The service of said notice and the lapse of sixty (60) days

without Lessee meeting or commencing to meet the alleged breaches shall be a condition precedent to any action by Lessor for any cause hereunder. It is provided, however, that after production of oil, gas, sulphur, or other mineral has been obtained from the land covered hereby or land pooled therewith (or with any part thereof), this lease shall not be subject to forfeiture or loss, either in whole or in part, for failure to comply with the express or implied obligations of this contract except after final judicial ascertainment of such failure and Lessee has been given a period of sixty (60) days after such final judicial ascertainment to prevent such loss or forfeiture by complying with and discharging the obligations as to which Lessee has been judicially determined to be in default.

12. If the land herein described is owned in divided or undivided portions by more than one party, this instrument may be signed in any number of counterparts, each of which shall be binding on the party or parties so signing regardless of whether all of the owners join in the granting of this lease; and the failure of any party named herein as Lessor to sign this lease shall not affect its validity as to those whose signatures appear hereon or on a

counterpart hereof.

13. The requirements hereof shall be subject to any State and/or Federal law or order regulating operations on the land. It is further agreed that should Lessee be prevented from complying with any expressed or implied covenants of this lease, from conducting drilling or reworking operations thereon, or from producing oil, gas or other mineral therefrom by reason of scarcity or inability, after effort made in good faith, to obtain equipment or material or authority to use same, or by failure of carriers to transport or furnish facilities for transportation, or by operation of force majeure, any Federal or State law, or any order, rule or regulation of governmental authority, or other cause beyond Lessee's control, then while so prevented, Lessee's obligation to comply with such covenant shall be suspended and Lessee shall not be liable for damages for failure to comply therewith; and this lease shall be extended while and so long as Lessee is prevented by any such cause from conducting or reworking operations on or from producing oil, gas or other mineral from the leased premises and the time while Lessee is so prevented shall not be counted against Lessee.

The consideration paid by Lessee to Lessor is accepted as full and adequate consideration for all rights, options and privileges herein granted.

IN WITNESS WHEREOF, this instrument is executed as of the date first above written.

WITNESSES:	LESSOR:
· 4	BRITCO, L.C.
Georgianna Stegman	By: V. Price LeBlanc, Jr., Member
Karlen P. Canfill	By: Clifton D. LeBlanc, Member
Van mounts	LESSEE: SONCO HOLDINGS, L.L.C.
Printed Name:	Printed Name: Non Montes  Title: Man 12; Mentes
Printed Name:	

## STATE OF LOUISIANA PARISH OF JEFFERSON

BEFORE ME, the undersigned Notary Public, on this day personally appeared Georgianna Stegman who, being by me duly sworn, stated under oath that she was one of the subscribing witnesses to the foregoing instrument and that the same was signed by V. Price LeBlanc, Jr., and Clifton D. LeBlanc as members of BRITCO, L.C., (Lessor, as above mentioned) in her and in the presence of the other subscribing witness(es). anna Sterman, Subscribing Witness SWORN TO AND SUBSCRIBED before me this 20 91126 Bar Roll / License No.: STATE OF PARISH (OR COUNTY) OF \_\_\_, 2013, before me appeared day of personally known, who, being by me duly sworn, did say that he is a Member of SONCO HOLDINGS, L.L.C. and that the foregoing Memorandum of Oil, Gas and Mineral Lease was signed on behalf of said limited liability company, as Lessee, by authority of its Members and the said acknowledged said instrument to be the free act and deed of said limited liability company. SEE ATTACHED CERTIFI Notary Public Print Name: Number or Bar Roll No.: My Commission Expires:

# CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT STATE OF CALIFORNIA County of Los Angeles On SEPTEMBER 13, 1013 before me. lan Brink, Notary Public NAN MOUNTS personally appeared Name(s) of Signer(s) who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument. IAN BRINK COMM. #2028195 BNotary Public - California LOS ANGELES COUNTY 4 I certify under PENALTY OF PERJURY under the laws of My Comm. Exp. Jun. 9, 2017 the State of California that the foregoing paragraph is true and correct. Witness my hand and official seal. h Signature Place Notary Seal Above OPTIONAL -Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document. **Description of Attached Document** Title or Type of Document: Document Date:\_ \_\_\_\_\_ Number of Pages:\_\_ Signer(s) Other Than Named Above:\_ Capacity(ies) Claimed by Signer(s) Signer's Name: Signer's Name: ☐ Individual ☐ Individual ☐ Corporate Officer — Title(s):\_ ☐ Corporate Officer — Title(s): ☐ Partner — ☐ Limited ☐ General ☐ Partner — ☐ Limited ☐ General ☐ Attorney in Fact RIGHT THUMEN ☐ Attorney in Fact ☐ Trustee ☐ Trustee Top of thumb here ☐ Guardian or Conservator ☐ Guardian or Conservator Top of thumb here Other:\_ Other:\_ Signer Is Representing: Signer Is Representing:

## "EXHIBIT A"

ATTACHED TO AND MADE A PART OF A CERTAIN OIL, GAS AND MINERAL LEASE, DATED SEPTEMBER 20, 2013, AND BY AND BETWEEN BRITCO, L.C. (LESSOR) AND SONCO HOLDINGS, L.L.C. (LESSEE)

\* \* \* \* \* \* \* \*

## **LAND DESCRIPTION:**

## SECTIONS 34 & 35, TOWNSHIP 9 SOUTH, RANGE 3 EAST

#### TRACT ONE (1):

That certain tract or parcel of land said to consist of 110.80 acres, more or less, lying and being situated in the Southeast Quarter of Section 34, and in the Southwest Quarter of Section 35, all in Township 9 South, Range 3 East, Southeastern Land District, East of the Mississippi River, Ascension Parish, Louisiana, and which said lands are particularly described and referred to as being (partially) comprised of that part or portion of the West Half of the Southeast Quarter of the (above) said Section 34, Township 9 South, Range 3 East, designated "Parcel A" on and depicted at a Map by W.J. Cointment, Jr., dated May 1, 1984, entitled "SURVEY MAP OF PARCELS A, B, & C, SITUATED IN Section 34, T9S, R3E, S.E.D., EAST OF THE MISSISSIPPI RIVER, ASCENSION PARISH, LOUISIANA, FOR V. Price LEBLANC"; and also, in part comprised of Tracts "B", "C", "D", "E", "F", "G", "H" and "I", at a Map by W.J. Cointment, Jr., Registered Land Surveyor, dated August 20, 1980, entitled "I HAVE AT THE REQUEST OF MR. PRICE LEBLANC, SURVEYED TRACTS "A-1", "B", "C", "D", "E", "F", "G", "H", AND "I" AS SHOWN ON PLAN, SAID TRACT BEING SITUATED IN SECTION 34 AND 35, T9S, R3E, S.E.D. EAST OF THE MISS. RIVER, ASCENSION PARISH, LOUISIANA" a copy of which said (August 20, 1980) Map (or Plat of Survey) appears of public record at Ascension Parish, Louisiana, under Entry No. 179615.

#### TRACT TWO (2):

That certain lot or parcel of land said to comprise 0.42 acre, more or less, lying and being situated in the Southeast Quarter (SE/4) of Section 34, Township 9 South, Range 3 East, Southeastern Land District, East of the Mississippi River, Ascension Parish, Louisiana, and which said lot or parcel is the balance or remainder (unto Lessor) of "Lot A-1" as depicted at that certain Plat of Survey by W.J. Cointment, Jr., Registered Land Surveyor, dated February 16, 1987, and entitled "SURVEY MAP OF TRACT 0-1-B, SITUATED IN THE SE 1/4 OF SECTION 34, T9S, R3E, SED, EAST OF THE MISS. RIVER, ASCENSION PARISH, LA, SURVEY MADE AT THE REQUEST AND BY INSTRUCTIONS OF V. PRICE LEBLANC" a copy of which is of record at Ascension Parish, Louisiana.

## TRACT THREE (3):

Those certain (contiguous) lots or parcels of land said to comprise 11.20 acres, more or less, (in part) lying and being situated in the Southeasterly part or portion of the Southwest Quarter of Section 35, and also (in part) in the extreme Southwesterly part or portion of the Southeast Quarter of Section 35, all in Township 9 South, Range 3 East, Southeastern Land District, East of the Mississippi River, Ascension Parish, Louisiana, and which said lots or parcels of land were acquired by the Lessor hereto at a certain "Act of Transfer", dated December 28, 2000, and recorded at the Office of the Clerk of Court in and for Ascension Parish, Louisiana, under Entry No. 478077; This said "Tract Three (3)" is also described and referred to (for these purposes) as the same land bounded, now or formerly, as follows to-wit: To the North (N) by land of Time Saver Stores, Inc., land of Community Land Development Co., Inc., a Subdivision, land of Lena A. Bell, land of Billy Riley, Jr., land of Euguene Joseph, and/or perhaps, a public road; to the East (E) by land of Eugene Joseph and/or land of M.B. Heating & Air Conditioning, Inc.; to the South (S) by lands of Henry E. Fallon, III, land of Frank E. Dukes, Sr., land of Ferinand P. Curtis, perhaps land of Nellie B. Scott, land of John Payton, land of Coleman McQuern, and/or land of Harold S. Wilson; and to the West (W) by a part or portion of Tract One (1) hereof, land of Time Saver Stores, Inc., land of Community Land Development Co., Inc, and/or perhaps a public road(s).

<u>LESS AND EXCEPT</u> the lots sold by Lessor from the above described tracts and for which Lessor no longer owns the minerals and mineral rights.

It is a specific intent of the Lessor and the Lessee, to cover and include under the terms and provisions hereof, any and all land and/or interest of the Lessor in land, reversionary or otherwise, whether correctly set forth herein or not, falling in the Southeast Quarter of Section 34, and/or the Southwest Quarter of Section 35, and a certain 2.73 acre tract or parcel of land situated in the extreme Southwesterly part or portion of the Southeast Quarter of Section 35, all in Township 9 South, Range 3 East, Ascension Parish, Louisiana, including but not limited to any and all interest in and to any private or public road(s), drainage or other waterways or water bodies, railroad(s), or any servitude, easement, or right(s)-of-way, either traversing across, along, or adjacent thereto.

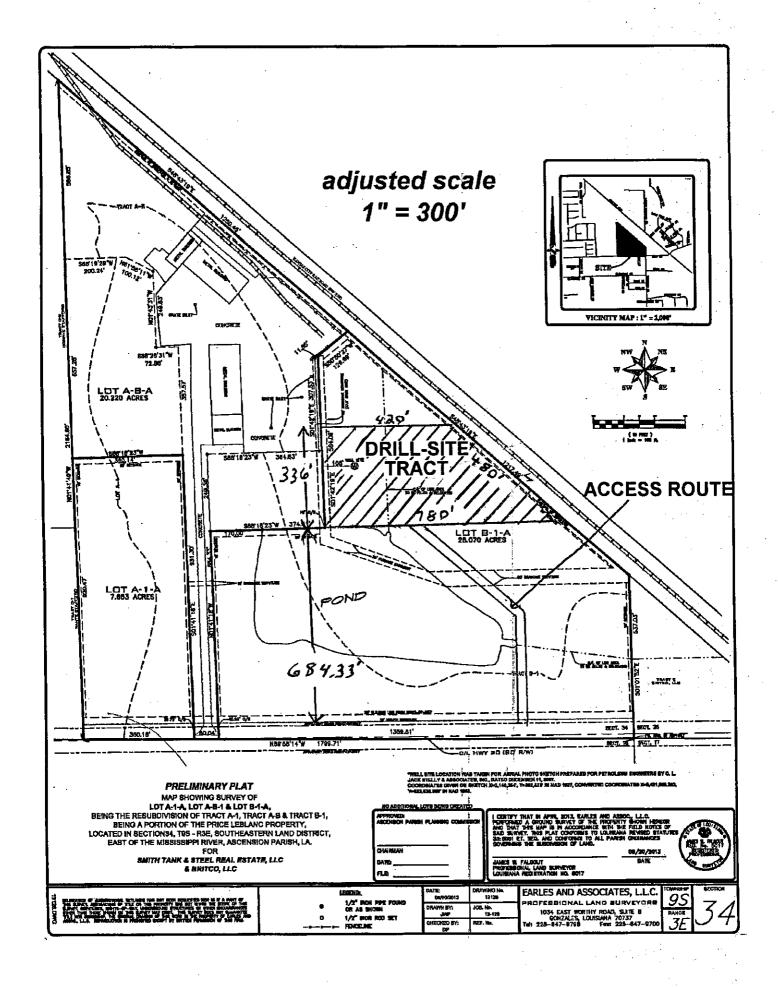
After deducting said lots, the property herein leased contains 107.97 acres, more or less.

## "EXHIBIT A-1"

ATTACHED TO AND MADE A PART OF A CERTAIN OIL, GAS AND MINERAL LEASE, DATED SEPT. 2013, AND BY AND BETWEEN BRITCO, L.C. (LESSOR) AND SONCO HOLDINGS, L.L.C. (LESSEE)

## "DRILL-SITE TRACT"

A certain trapezoidal shaped parcel of land consisting of approximately 4.62 acres situated in the southeast quarter of Section 34, Township 9 South, Range 3 East, Ascension Parish, Louisiana, the southerly boundary line of which is approximately 780 feet in length, and is a line parallel to, and 684.33 feet north of, the La. Highway 30 right-of-way line, the northerly boundary line of which is approximately 420 feet in length and is parallel to, and 1,020 feet north of the La. Highway 30 right-of-way line. Said tract is entirely in Lot B-1-A, bound on the west by Lot A-B-A and on the east by the railroad right-of-way, as indicated by the cross hatched area on the below mark-up of the map of Lot A-1-A, Lot A-B-1, and Lot B-1-A by James Falgout.

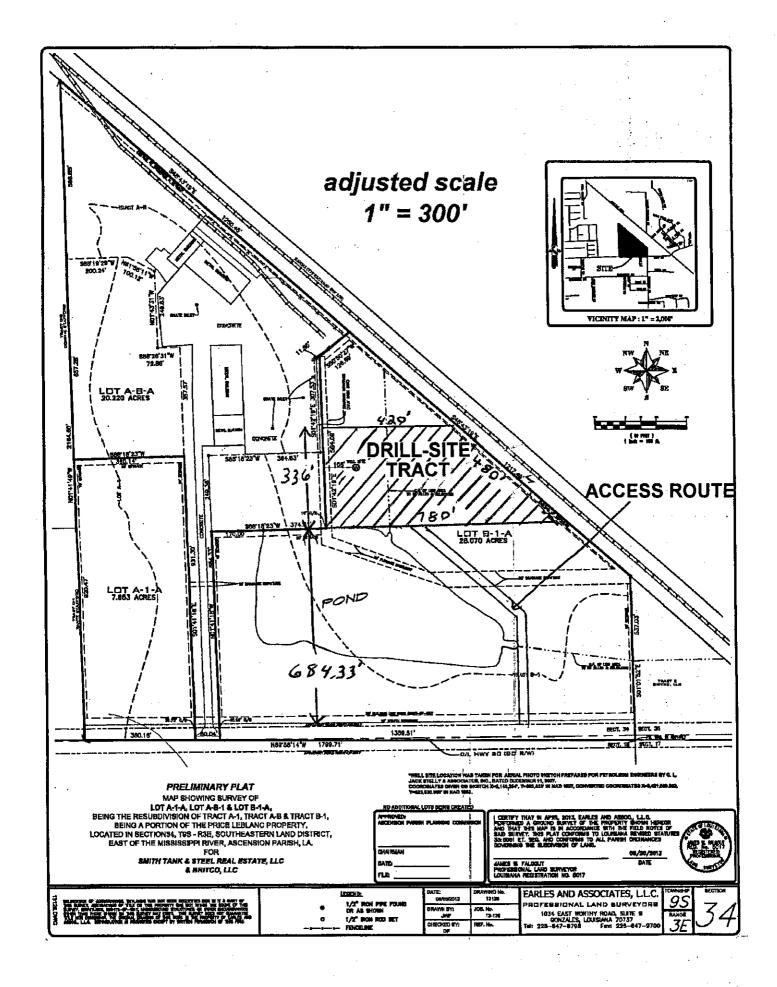


#### "EXHIBIT A-2"

ATTACHED TO AND MADE A PART OF A CERTAIN OIL, GAS AND MINERAL LEASE, DATED SEPT \_\_\_\_\_ 2013, AND BY AND BETWEEN BRITCO, L.C. (LESSOR) AND SONCO HOLDINGS, L.L.C. (LESSEE)

#### "ACCESS ROUTE"

A thirty foot (30') wide strip of land (the "Access Route") in the southeast quarter of Section 34, Township 9 South, Range 3 East, Ascension Parish, Louisiana, running in a northerly direction from the north right-of-way limits of Louisiana Hwy 30 to a point near the eastern limits of the pond on Lessor's property and then running in a northwesterly direction along the north bank of the said pond to a point just west of the center of the southern boundary of the Drill Site Tract described in Exhibit A-1 hereto. The Access Route is in Lot B-1-A and its location is shown on the below mark-up of the map of Lot A-1-A, Lot A-B-1, and Lot B-1-A by James Falgout.



#### "EXHIBIT B"

ATTACHED TO AND MADE A PART OF A CERTAIN OIL, GAS AND MINERAL LEASE, DATED SEPTEMBER 20, 2013, AND BY AND BETWEEN BRITCO, L.C. (LESSOR) AND SONCO HOLDINGS, L.L.C. (LESSEE), COVERING AND AFFECTING 121.53 ACRES, MORE OR LESS, IN ASCENSION PARISH, LOUISIANA

\* \* \* \* \* \* \* \* \* \*

The following provisions are made a part of the above referenced Oil, Gas and Mineral Lease (the "Lease") effective as set forth above, and, in the event of conflict, the following provisions shall control over any of the printed provisions appearing in the Lease:

- a) Wherever used in the Lease, "operation(s)", "reworking operations", "operations for the drilling of a well", or "drilling operations" means actual drilling (commenced by spudding in) of a new well, or the good faith re-entry and deepening, sidetracking, or the plugging back or attempted repair or recompletion in the same or different interval of an existing well (all such operations being commenced by actual downhole operations). Once commenced, any such operations shall be deemed to continue so long as they are continuously conducted in good faith. Actual drilling operations shall be deemed to terminate on the last day actual continuous operations of any kind, such as drilling, testing, or installation of equipment are conducted in good faith for the purpose of attempting to discover minerals or to complete a well as a producer. Reworking or repair operations shall be deemed to terminate on the last day such operations are conducted continuously in good faith for the purpose of establishing, increasing, or restoring production. In no event shall activities such as geological or geophysical exploration, surveying, the clearing of a site, the hauling of materials, the erection of structures necessary to conduct operations or similar preparatory work continue the Lease in force.
- b) In the event a part or portions of the land herein leased is pooled or unitized with the same or other land so as to form a pooled unit or units, operations on or production from such unit or units will maintain this lease in force only as to the land included in such unit or units. This lease may be maintained as to any lands covered hereby and not included in such unit or units in any manner provided for herein, provided that if it be by rental payments, rentals shall be reduced in the proportion that the acreage covered by this lease and contained in such unit or units bears to the total acreage then covered by this lease. If at or after the end of the primary term, this lease is being maintained as to a part of the land by operations on or production from a pooled unit or units embracing lands covered hereby and other land, and if at such time there be land covered hereby which is not situated in such unit or units and as to which the lease is not being maintained by operations, production, or any other means, Lessee shall have the right to maintain this lease as to such land by rental payments, provided that this lease may not be so maintained in force as to such acreage by rental payments more than two (2) years beyond the end of the primary term. The respective rentals shall be paid on or before March 20, 2015, and March 20, 2016, at a rate per acre determined as follows:
  - (1) If Lessor's acreage comprises more that 50% of the acreage maintained by operations or production in the pooled unit or units, the annual rental shall be Two Hundred Fifty Dollars (\$250.00) per acre; or
  - (2) If Lessor's acreage comprises more than 30% but less than 50% of the acreage maintained by operations or production in the pooled unit or units, the annual rental shall be Five Hundred Dollars (\$500.00) per acre; or
  - (3) If Lessor's acreage comprises more than 15% but less than 30% of the acreage maintained by operations or production in the pooled unit or units, the annual rental shall be One Thousand Five Hundred (\$1,500.00) per acre; or
  - (4) If Lessor's acreage comprises less than 15% of the acreage maintained by operations or production in the pooled unit or units, the annual rental shall be Three Thousand Dollars (\$3,000.00) per acre.

Lessee may not proportionately reduce rentals which become payable under the terms of this lease by the partial release of acreage. The above provided rental payments shall not relieve Lessee of its obligations to protect the outside acreage from drainage or to reasonably develop the minerals therein and thereunder.

- c) Notwithstanding anything herein contained to the contrary, it is understood and agreed that shut-in gas rentals as provided in paragraph 6 for a unit well shall only maintain this lease in effect as to the acreage in the unit. Shut-in rentals shall be calculated and paid at the rate of \$250.00 per acre.
- d) Anything herein contained to the contrary notwithstanding, it is understood and agreed that this lease is granted without any warranty of title whatsoever, express or implied, and Lessors shall not be

obligated for the return of any bonuses, rentals, royalties or other monies or consideration that might have been paid hereunder.

- Notwithstanding any language to the contrary herein, and subject only to the expressed exception that the Lessee is granted the right to construct, equip, utilize, maintain, repair, and/or replace, over, under, along and through the hereinafter mentioned "Access-Route" ("Exhibit A-2") any "flow" line(s) or "delivery" (pipe) line(s) necessary for the transportation and sale of liquid and/or gaseous hydrocarbons produced from any well(s) located on the leased premises, the Lessee (without the additional written notice of the Lessor), is strictly prohibited from conducting any operations on, or in any way whatsoever using, any part or portions of the surface of the lands affected by this lease, other than the tract described and identified on "Exhibit A-1" of this lease, which is there and possibly hereinafter (for brevity) described and referred to as the "Drill Site Tract"; In addition, the Lessee's right of ingress and egress to the "Drill Site Tract" shall be limited (without the additional written notice of the Lessor), to that certain part or those portions of the hereby leased lands described and identified on "Exhibit A-2" of this lease and which lands are there and possibly hereinafter (for brevity) described and referred to as the "Access Route". The rights of the Lessee to utilize the Drill Site for operations and production and to utilize the Access Route for ingress and egress to and from the Drill Site and to construct "flow" or "delivery" (pipe) lines (within the Access Route), are subject to the terms and conditions hereinafter set forth.
  - (1) Lessee is prohibited from granting permission to "third parties" to use roads or canals covered by this lease, except in connection with operations on the leased premises—or lands pooled therewith.
  - (2) All storage tanks and other facilities necessary to produce and process oil or gas produced from the premises or other lands pooled or unitized therewith, must be located as close as practicable to any producing well, unless otherwise consented to in writing by Lessor. Pipelines may be installed on the "Drill Site" and/or the "Access Route" only to connect any producing well or wells located on the leased premises to marketing facilities serving that well or wells. The right to erect or construct other pipelines must be negotiated by the parties.
  - (3) At the conclusion of any and all operations hereunder, Lessee shall restore the leased premises to its original condition as reasonably practicable within one hundred eighty (180) days following cessation of operations or production; and moreover, prior to any excavation into the surface of the leased premises, the topsoil shall be first removed or bulldozed and stacked or bulldozed into a pile on the premises and, at the conclusion of the use of the excavation, said excavation shall be back filled, after first removing all drilling fluids, drilling mud or other drilling or production wastes, and said soil remaining in this stack or pile shall be spread over said back fill as evenly as reasonably practicable.
  - (4) No oil, gas or any other substances produced from a well or wells located on lands other than the leased premises may be stored upon the "Drill Site" without the express written consent of Lessor.
  - (5) Lessee shall construct any roads for ingress and egress to and from the Drill Site, along and through the Access Route. Should such road cross fence lines of Lessor, standing at the time of the construction of any such road, then Lessee shall build permanent cattle guards or install corner posts and swinging gates. Lessee shall maintain complete enclosure at all times where fences exist, especially to maintain the security of Lessor's forest, cattle or crops. All construction shall be where necessary and constructed in such a way as to minimize the effect upon agricultural and timber operations. In the event Lessee finds it necessary to construct a permanent road for operational purposes, Lessors and their designees shall have the right to use said road, at their own risk and liability, without cost, so long as it does not interfere with the use by Lessee. Lessee agrees to leave such permanent road at the termination of this lease without any cost to Lessor, or, at Lessor's option, Lessee must remove such road and restore the surface of the land to its original condition as near as possible.
  - (6) 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, and shall be constructed of (not less than) the same type and size material as the fence cut by the Lessee.
  - (7) Upon termination of the Lease, for any cause, Lessee shall, at its expense, plug and abandon all wells drilled or operated by Lessee, whose surface location is on the Drill Site, in accordance with the rules and regulations of the Louisiana Department of Conservation or other government or regulatory body having jurisdiction. After termination of this lease,

Lessee shall remain liable and hold Lessor harmless for any damages, or injury, including death, to Lessor or any third person, directly or indirectly, or in any way connected with the improper or inadequate plugging and abandonment of any such well or wells drilled or operated by the Lessee hereunder.

- (8) Within one hundred eighty (180) days after termination of the Lease for any cause, (unless provided for otherwise by separate agreement, or to the extent necessary to comply with the terms and conditions herein, subject to the rules and regulations of the Louisiana Department of Conservation or other government or regulatory body having jurisdiction) Lessee will remove from the Drill Site, any and all tubing, pipe, and casing from the well bore or bores, and all pipelines, and shall: (i) remove all surface equipment and/or other fixtures Lessee placed on the Drill Site Tract; (ii) remove all oil field waste from the Drill Site in accordance with all of the terms and conditions of Statewide Order 29-B; and (iii) reasonably restore the Drill Site to the condition existing prior to the commencement of operations hereunder, including the replacement of any top soil contaminated by the operations of the Lessee.
- (9) Lessee is strictly prohibited from the land farming, burial, trenching or any other disposal of any exploration and production waste or solid waste on or under the leased lands unless consented to by the Lessor in writing, provided however, that nothing herein shall be construed to prohibit and Lessee is expressly authorized the option to dispose of exploration and production wastes from any well located on the leased premises, down the annulus of said well from which said wastes were produced. The Lessee shall comply with all regulations of the "Commissioner of Conservation" in conducting such annular disposal.
- (10) In the event Lessee elects to utilize earthen pits for the handling, storage or processing of drilling fluids, drilling muds and/or waste water in the drilling of any well on the leased premises, upon completion of such well, either as a dry hole or as a commercial producer, the Lessee shall promptly close its earthen pits in compliance with the following obligations, to-wit: (i) Lessee shall pump all fluids from the said pits and dispose of the same as provided herein or by transportation off of the leased premises to a proper disposal facility; (ii) Lessee shall remove all cuttings, sludge, bottoms, and all other E&P waste remaining in the said pits as well as all soil contaminated by the drilling of the well; (iii) Lessee shall close said pits in accordance with the requirements of Statewide Order No. 29-B(4) and replace the top soil which was removed at the commencement of operations as provided in paragraph "17(c)" hereof; and (iv) Lessee shall seed an appropriate grass on the affected area so as to prevent erosion.
- (11) At least thirty (30) days prior to the commencement of drilling operations on the leased premises, Lessee shall post a performance bond, issued through a responsible corporate surety authorized to do business in Louisiana, in the face amount of \$500,00.00 to insure proper plugging and abandonment of any well or wells drilled or operated by Lessee hereunder, and all cleanup and site remediation as required hereunder. Lessee shall provide Lessor with a copy of the bond and/or additional appropriate documents for review. It is expressly understood that Lessor's rights with respect to such bond shall not alter or affect any rights or remedies which Lessor may have under the terms of this agreement, or under the Laws of the State of Louisiana, in the event the Lessee fails to fulfill all of the obligations herein. Lessor shall release the bond after it is determined that the Lessee has complied with all plug and abandonment obligations and the cleanup and site remediation requirements of this lease and applicable law, but in no event shall the release of the Lessor be unreasonably withheld.
- f) Lessee shall be responsible to Lessor and to Lessor's tenants for all damages caused by Lessee's operations, including but not limited to damages to the surface of the land, soil, ground water, timber, crops, pasture, domesticated animals, roads, canals, ditches, artificial or natural drainage, fences, buildings, water wells, and improvements on said land. It is understood that Lessee shall be liable for such damages even if such damages are incurred in normal and necessary operations on the Drill Site or the Access Route.
- g) When production is referred to in this lease, it must be in paying quantities. "Paying Quantities" is defined for these purposes in accordance with Article 124 of the Mineral Code of the State of Louisiana with the additional requirement that royalties paid to the Lessor hereunder must constitute a serious and adequate consideration for the continuance of this lease.
- h) Lessee shall indemnify, defend, and hold harmless Lessor from all claims, demands and causes of action of every type and character arising out of or related to the exercise of any rights under this lease, by the Lessee, or Lessee's agents, employees, contractors, subleases, or assigns, which claims, demands, causes of action are asserted by any person (other than Lessor) for personal injury, death or loss

of or damage to property and resulting from the conduct, irrespective of whether said conduct is negligent, willful, or otherwise, of any party acting pursuant to or in any way related to the rights or the authority granted to Lessee under this lease or relating to the conditions of the premises where such condition is the result, directly or indirectly, of the exercise of the rights of the Lessee under this lease. Lessee further agrees to take all reasonable measures to keep the lease wells, oil and gas production, and machinery and related equipment protected against liens of Lessee's suppliers of labor, service or supplies arising in connection with Lessee's drilling or operation of any well, or the construction of flow lines or pipelines attached thereto, and shall hold harmless, defend, and indemnify Lessor against same. Lessee further hereby agrees that, in exercising the rights granted under the lease, it will comply with and be subject to all applicable environmental laws and regulations validly adopted or issued by the State of Louisiana or its agencies, or by the United States or its agencies. Lessee further agrees that it will comply with all minimum water quality standards adopted by said governmental authorities with respect to oil pollution and noxious chemicals and waste being introduced into affected water areas; further, in conducting all operations under this lease in any wetland area, Lessee shall comply with the applicable requirements of the appropriate Louisiana State Agency charged with the environmental management of said area, and with the rules and regulations of the United States Army Corps of Engineers. Lessee further agrees to comply with all safety standards provided by any agency of the State of Louisiana or of the United States or their respective agencies. Lessee shall indemnify, defend and hold harmless Lessor from any penalty, compliance order or other administrative or regulatory order or action arising out of or in connection with the breach of any federal or state law or regulations, including, but not limited to, all environmental laws and regulations, by Lessee, its agents, employees, contractors, subleases or assigns arising out of or in connection with the exercise of any rights granted under this lease.

- i) In the event of the execution of any release or releases or any forfeiture by Lessee, the rights of Lessor to collect any damages to which it may have been entitled prior to the occurrence of such event shall not be affected, nor shall Lessee be relieved of its liabilities incurred under this lease.
- It is agreed that wherever the words and figures of "One-Eighth, (1/8)", may appear within numerical paragraph "7", of the printed form to which this Exhibit "B" is attached, the same shall be deleted and in its place and stead are hereby substituted the words and figures of "Thirty Percent (30.0%)". Notwithstanding anything else contained in this lease to the contrary, Lessee agrees that any and all royalty due to the Lessor as provided for herein, is reserved by and shall be delivered or paid to Lessor free and clear of any and all charges, expenses, or fees of any nature whatsoever, except for applicable taxes, including but not by way of limitation, any charges, expenses, or fees for trucking, transportation, piping, collecting, cycling, recycling, treating, processing, handling, pressuring, repressuring, etc. of liquid or gaseous hydrocarbons mentioned in this section; and no deduction whatsoever shall be made by Lessee from the Lessor's royalty for any such charge, expense or fee. Lessee shall pay royalties on all amounts realized by Lessee or Lessee's marketing affiliate in connection with the sale and/or marketing of oil, gas or other minerals attributable to the land, with appropriate deductions for Lessor's proportionate part applicable taxes as set forth above. Royalties shall be paid on a monthly basis as soon as practicable after production, but in no later than thirty (30) days after the month of production, except for the first three months of production which shall be paid as soon as practicable after first production, but in no event later than one hundred fifty (150) days after the first month of production. If production occurs during the pendency of a unit application, Lessee shall pay royalties based on Lessor's estimated acreage in the proposed unit.
- k) This lease shall be limited to investigating, exploring, prospecting, and drilling for, and production of, oil, gas, casing-head gasoline, condensate and/or liquid or gaseous hdrocarbons only (the words "mineral" and "minerals" being used herein to refer to such substances and matters and no others). Any and all other minerals, including, but not limited to, soil, gravel, coal, lignite and geothermal or geopressured energy, are specifically herein reserved by Lessor and excluded from the Lease, with all of the necessary rights of ingress and egress.
- l) On written request, Lessee shall furnish Lessor with a copy of all land surveys made by Lessee of the leased premises or any part thereof and if Lessee should have an Abstract of Title made, covering the leased premises or any part thereof, or should Lessee purchase or rent or otherwise obtain access to an Abstract of Title, then Lessor's Attorney shall have the right to inspect and examine such abstract at reasonable terms and at reasonable places within the State of Louisiana.
- m) Notwithstanding anything in the Lease or this Exhibit "B" to the contrary, if the Lease is being maintained in effect in whole or in part by operations or production at the end of its primary term, unless terminated earlier pursuant to other provisions of the Lease, Lessee shall release all depths below the base of the stratigraphic equivalent of the deepest zone logged and actually tested as being capable of producing in commercial quantities on the leased premises or on acreage pooled therewith, but in no event shall such released depths be above the base of the unitized interval, as determined by the Office of Conservation, in which such logged and tested zone is located. As used in the preceding sentence, "actually tested" means proof of the physical presence of hydrocarbons by means of a generally accepted

test or procedure used for such purpose, including the actual flow of hydrocarbons to the surface or to any other zone, stratum or area into which hydrocarbons can be flowed, certified by Lessee in writing to Lessor within thirty (30) days after such test as being capable of producing in commercial quantities. In addition, if the well is not being produced from the deepest logged and tested zone, then casing must be actually set through the deeper zone or zones and all productive zones isolated with cement. Further, the casing below the shallower productive zone must be free of any permanent impediments or obstructions that would seriously hinder a recompletion from the shallower zone or zones to the deeper zone or zones. Otherwise, such operations or production occurring after the end of the primary term will maintain this lease in effect only to the base of the stratigraphic equivalent of the deepest zone actually maintained by production, or to the base of the unitized interval in which such zone is located, whichever is deeper. For the purpose of this paragraph, the aforementioned operations and production shall be deemed to have ceased when more than ninety (90) consecutive days lapse without drilling or reworking operations or actual production in paying quantities in a zone previously maintained by actual production in paying quantities, in which event such zone(s) shall be released from this lease. Also for the purpose of this paragraph, a well being drilled at the end of the primary term of the lease shall satisfy the operations requirement of this paragraph for all zones to its permitted depth. Such release(s) shall be provided within thirty (30) days after the lease expires as to each such zone or deeper depth.

Except as stipulated further in this paragraph, any future mineral Lessee of the mineral rights below those held by Lessee hereunder, shall have the right to enter upon and use any part or portions of the surface of the leased premises for all purposes incident to the exploration for, production, treatment, and transportation of oil, gas and all other minerals produced from horizons below the horizons leased to Lessee hereunder and the right to penetrate and drill through the horizons covered by this lease. It being specifically understood and agreed however, that any such "future mineral lessee" is not to have any right(s) of use of those parts or portions of the surface of the leased premises, designated herein as the "Drill Site" without first obtaining the prior written consent of the Lessee under this lease.

- n) Within ninety (90) days after the termination of this lease, for any cause, as to all or any portion of the leased premises, Lessee shall execute and record in the Office of the Clerk of Court for any Parish in which this lease is recorded, an instrument, in authentic form, releasing from the provisions of this lease, those portions of the leased premises to which this lease has terminated and shall provide Lessor with a certified copy of the same. Upon Lessee's failure to comply with the provisions of this paragraph, Lessee agrees to pay all costs and attorney's fees incurred by Lessor in obtaining such "Release"; and in addition, Lessee agrees to pay to the Lessor, as liquidated damages for its failure to comply with the provisions of this paragraph, the sum of Two Thousand Five Hundred (\$2,500.00) for each week of such noncompliance, which amount shall be paid weekly.
- o) Any assignment, sublease, or other transfer or assignment of this lease by the present or any future Lessee shall not relieve the assignor of its obligations under this lease, and any non-lessee party who conducts operations on the leased premises shall be bound by all of the covenants and obligations of the Lessee under this lease. Within thirty (30) days after execution, Lessor shall be provided with executed copies of all assignments, subleases, or other transfers or assignments of this lease, or of any other documents reflecting the ownership of this lease. Notwithstanding the foregoing, if the original lessee, SonCo Holdings, L.L.C., assigns all of its interests in this lease prior to the commencement of operations on the leased premises or on acreage pooled therewith, Lessor agrees that, upon such assignment, SonCo Holdings, L.L.C. shall be released and relieved from any and all future liabilities, responsibilities, and obligations unto Lessor under this lease; however, nothing herein shall relieve the assignee of the liabilities, responsibilities and obligations contained herein, nor shall any such assignment relieve SonCo Holdings, L.L.C. of any obligations imposed on lessees by applicable laws or regulations of any governing agency of the State of Louisiana or of the United States of America.
- p) Lessor may, at Lessor's own risk and expense, have a representative on the leased premises during operations at all reasonable times, who shall be entitled to observe all operations, examine cores, electrical logs and other well data, and who may witness the checking or measuring of all hydrocarbons produced from the premises. It is understood and agreed however, that any such information shall be held strictly confidential by the Lessor and/or Lessor's representative, for a period of at least six (6) months from the date the Lessor or Lessor's representative obtain any such privileged information.
- q) Upon written request by the Lessor, the Lessee hereby agrees to furnish Lessor, within thirty (30) days after Lessee shall have obtained same and/or within thirty (30) days after receipt of such written request of Lessor, copies of all well completion reports, logs made of wells drilled on the leased premises or on premises with which the leased premises may be unitized, including bottom hole pressure data, and all other well information which is obtainable by the operator from such wells, but not including geologic interpretations. In the event Lessor elects to have a representative witness the running of any logs, then Lessor shall be entitled to receive, at the site, a copy of any such log obtained by Lessee or Lessee's

agents or employees. Information and data furnished by Lessee to Lessor in connection with this paragraph shall be held in confidence by Lessor, and/or its representatives.

- r) Commencing within at least thirty (30) days prior to actual operations on the herein leased lands for the drilling of any well or wells thereon, the Lessee shall be obligated to acquire and maintain during the existence of this agreement:
  - (1) A policy or policies of Comprehensive Public Liability Insurance insuring against bodily injury and property damages arising out of or resulting from Lessee's operations hereunder with policy limits in an amount of no less than Ten Million and No/100 Dollars (\$10,000,000.00). This policy shall include coverage for pollution control and environmental damages; and
  - (2) A policy of blowout or well control insurance in force and effect, covering the drilling of any well on the leased premises in the face amount of not less than Ten Million and No/100 Dollars (\$10,000,000.00).

The above policies shall name the Lessor as an Additional Named Insured. Prior to conducting any operations hereunder, the Lessee shall furnish to Lessor a certificate evidencing such insurance and agreeing to provide Lessor at least thirty (30) days notice prior to cancellation. Failure to maintain such insurance shall constitute an express resolutory condition of this lease.

- s) With regard to each well with a surface location on the Drills Site Tract, in the event Lessee should deem it necessary or desirable to apply to state or federal governmental authority for rules or orders governing the establishment of drilling or other units, Lessee shall, at least fifteen (15) days prior to the submission of any notice of intention to apply for unitization, notify Lessor in writing of its proposed plan, and shall meet with Lessor's representatives at Lessor's office to explain in detail the purpose of such application or plan, the results sought to be achieved thereby, and to furnish full and complete information with respect thereto, and shall thereafter keep the Lessor fully informed with respect to such plan, including, without limitation any changes or modification thereof. Lessee shall also, prior to filing any such application, furnish Lessor with a copy thereof, and shall at least fifteen (15) days prior to any hearing pursuant to such application, furnish Lessor with copies of all maps, plats, documents and other material or evidence to be submitted at such hearing in connection with such application. If Lessee is required by order of the governmental authority or otherwise to prepare a unit survey plat, Lessee shall furnish Lessor with copies of the proposed unit survey plat for review prior to submitting such plat to the governmental authority and prior to recording the same in any public record.
- t) If any of the provisions of this Exhibit "B" conflict or are inconsistent with any of the provisions of the printed Oil, Gas and Mineral Lease form with which it is filed, the provisions of this shall control.

IN WITNESS WHEREOF, this instrument is executed on the date first above written.

FOR IDENTIFICATION: LESSOR:

BRITCO, L.C.

By: N. New Zel

By: Clifton D. LeBlanc, Member

LESSEE:

SONCO HOLDINGS, L.L.C.

Printed Name:

rinted Name: Day