



STATE OF LOUISIANA OFFICE OF THE CLERK OF COURT PAID UP 0-77 06/01

OIL, GAS AND MINERAL LEASE

THIS AGREEMENT made this 28th day of August, 1997, between **YOUNG FAMILY CEMETERY**, an unincorporated association, represented herein by **HARDEE M. BRIAN**, its President, whose address is 23688 Brian Road, Zachary, LA 70791

ORIS 667 MBL 10838

lessor (whether one or more), and TOUR ENERGY INC., P. O. Box 52480, Lafayette, LA 70506
lessee, WITNESSETH:

1. Lessor in consideration of Ten Dollars And No Cents & other valuable considerations Dollars (\$ 10.00 & NC), in hand paid, of the royalties herein provided, and of the agreement of Lessee herein contained, hereby grants, leases and lets exclusively unto Lessee for the purposes of investigating, exploring, prospecting, drilling and mining for and producing oil, gas and all other minerals, laying pipe lines, building tanks, power stations, telephone lines, and other structures thereon to produce, save, take care of, treat, transport and own said products and for dredging and maintaining canals, constructing roads and bridges, and building houses for its employees, and, in general, for all appliances, structures, equipment, servitudes and privileges which may be necessary, useful or convenient to or in connection with any such operations conducted by Lessee thereon, or on any adjacent lands, the following described land EAST BATON ROUGE Parish, Louisiana, to-wit:

FIRST: A certain tract or parcel of land, rectangular in shape, containing 4.00 acres, more or less, situated in Section 62, Township 4 South, Range 1 West, known as the YOUNG FAMILY CEMETERY, the north boundary line of which is situated 1,088 feet south of the center line of the East Plains-Port Hudson Road, which said north boundary line measures 343 feet and extends in a southerly direction approximately 508 feet, or a submergent depth south to constitute four (4) acres, said lands are bounded, now or formerly, as follows: NORTH, EAST & WEST by Cecil A. McCurry; and SOUTH by James A. Jacocks; **SECOND:** A certain tract or parcel of land containing 0.78 acres, more or less, situated in said Section 62, T4S-R1W, being known as NEW ROAD TO YOUNG FAMILY CEMETERY, being a strip of land measuring 30 feet wide and extends southerly 1,088 feet from the centerline of the East Plains-Port Hudson Road. Being the same lands described in Agreement dated November 24, 1950 by and between EDWARD B. YOUNG ET UX and THE YOUNG FAMILY CEMETERY COMMITTEE, recorded in Conveyance Book 698, Folio 189, records of the clerk of Court and Recorder in and for East Baton Rouge Parish, Louisiana.

This lease is made subject to the additional provisions set forth on the attached EXHIBIT 'A'.

Comprising 4.7800 acres, more or less.

This lease also covers and includes batters, accretions and all other land owned by Lessor adjacent to the land particularly described above.

2. Subject to the other provisions herein contained, this lease shall be for a period of five years from this date (called "primary term") and as long thereafter as (1) oil, gas, sulphur or other mineral is produced from said land hereunder or from land pooled therewith; or (2) it is maintained in force in any other manner herein provided.

(a) It is the intention of the parties that this lease shall also extend and apply to all outstanding mineral rights or servitudes affecting the lands herein described as the same may revert to Lessor, his heirs, or assigns, from time to time.

3. For the consideration hereinabove recited, this lease shall remain in full force and effect during the primary term, without any additional payment and without Lessee being required to conduct any operations on the land (either before or after the discovery of minerals), except to drill such wells as might be necessary to protect the land from drainage, as hereinafter provided.

4. The royalties to be paid by Lessee are: (a) on oil, and other hydrocarbons which are produced at the well in liquid form by ordinary production methods, one-eighth of that produced and saved from said land, same to be delivered at the wells or to the credit of Lessor in the pipe line to which the wells may be connected; Lessor's interest in either case to bear its proportion of any expenses for treating the oil to make it marketable as crude; Lessee may from time to time purchase any royalty oil or other liquid hydrocarbons in its possession, paying the market price therefor prevailing for the field where produced on the date of purchase; (b) on gas, including casinghead gas, or other gaseous substance produced from said land and sold or used off the premises or for the extraction of gasoline or other products therefrom, the market value at the well of one-eighth of the gas so sold or used, provided that on gas sold at the wells the royalty shall be one-eighth of the amount realized from such sale; such gas, casinghead gas, residue gas, or gas of any other nature or description whatsoever, as may be disposed of for no consideration to Lessee, either through unavoidable waste or leakage, or in order to recover oil or other liquid hydrocarbons, or returned to the ground, shall not be deemed to have been sold or used either on or off the premises within the meaning of this paragraph 3 hereof; (c) on all other minerals mined and marketed, one-eighth, either in kind or value at the well or mine, at Lessee's election, except that on sulphur the royalty shall be one dollar (\$1.00) per long ton.

5. If Lessee during or after the primary term should drill a well capable of producing gas or gaseous substances in paying quantities, (or which although previously produced Lessee is unable to continue to produce) and should Lessee be unable to operate said well because of lack of market or marketing facilities or governmental restrictions, then Lessee's rights may be maintained beyond or after the primary term without production of minerals or further drilling

operations by paying Lessor as royalty Three Hundred Fifty Six Dollars And Twenty Five Cents Dollars (\$ 356.25) per year, the first payment being due, if said well should be completed or shut-in after the primary term, within sixty (60) days after the completion of such well or the cessation of production and such payment will extend Lessee's rights for one year from the date of such completion or cessation. If such a well should be completed during the primary term, the first payment, if made by Lessee, shall be due on or before the expiration date of the primary term herein fixed. Thereafter Lessee's rights may be continued from year to year by making annual payments in the amount stated on or before the anniversary date beginning with the date of completion of said well (if completed after the primary term) or the end of the primary term (if completed prior thereto) as the case may be; each of such payments to extend Lessee's rights for one year. It is provided, however, that in no event shall Lessee's rights be so extended by annual payments herein fixed without drilling operations or the production of oil, gas or some other mineral for more than five (5) years beyond the end of the primary term hereinabove fixed. The annual payments herein provided for may be deposited to Lessor's Credit in the

No Depository Bank Bank of Sand Payment Direct To Lessor, which bank shall be and remain Lessor's agent for such purpose regardless of any change or changes in the ownership of the

land or mineral rights therein. The owners of the royalty as of the date of such payments shall be entitled thereto in proportion to their ownership of said royalty. The provisions of this paragraph shall be recurring at all times during the life of this lease. Should any well producing gas or gaseous substances be completed on a drilling unit which includes any part of the land herein leased, the provisions of this paragraph shall be subject to all other agreements herein contained allowing the pooling of the above described lands with other lands.

6. If within ninety (90) days prior to the end of the primary term, Lessee should complete or abandon a dry hole or holes on the land described above or on land pooled therewith, or if production previously secured should cease from any cause, this lease shall continue in force and effect for ninety (90) days from such completion or abandonment or cessation of production. If at the expiration of the primary term or at the expiration of the ninety (90) day period provided for in the preceding sentence, oil, gas, sulphur or other mineral is not being produced on said land or on land pooled therewith, but Lessee is then engaged in operations for drilling or reworking thereon, or if production previously secured should cease from any cause after the expiration of the primary term, this lease shall remain in force so long thereafter as Lessee either (a) is engaged in operations for drilling or reworking with no cessation between operations or between such cessation of production and additional operations of more than ninety (90) consecutive days; or (b) is producing oil, gas, sulphur or other mineral from said land hereunder or from land pooled therewith. If sulphur be encountered on said premises or on land pooled therewith, this lease shall continue in force and effect so long as Lessee is engaged with due diligence in explorations for and/or erecting a plant for the production of sulphur and thereafter subject to the foregoing provisions hereof so long as oil, gas, sulphur or other mineral is produced from said land hereunder or from land pooled therewith.

7. Lessee is hereby granted the right as to all or any part of the land described herein, without Lessor's joinder, to combine, pool or utilize the acreage royalty or mineral interest covered by this lease, or any portion thereof, with any other land, lease or leases, royalty or mineral interests in or under any other tract or tracts of land in the vicinity thereof, whether owned by Lessee or some other person, or corporation so as to create, by the combination of such lands and leases, one or more operating units, provided that no one operating unit shall, in the case of gas, including condensate, embrace more than six hundred forty (640) acres, and in the case of oil, including casinghead gas, embrace more than forty (40) acres; and provided further, however, that if any spacing or other rules and regulations of the State or Federal Commission, Agency, or regulatory body having or claiming jurisdiction has heretofore or shall at any time hereafter prescribe a drilling or operating unit or spacing rule in the case of gas, including condensate, greater than six hundred forty (640) acres, or in the case of oil or casinghead gas greater than forty (40) acres, then the unit or units herein contemplated may have, or may be redesigned so as to have, as the case may be, the same surface content as, but not more than, the unit or the acreage in the spacing rule so prescribed. However, it is further specifically understood and agreed, anything herein to the contrary notwithstanding, that the Lessee shall have the right to, and the benefit of an acreage tolerance of ten per cent in excess of any drilling or operating unit authorized herein. The commencement of a well, or the completion of a well to production of either oil, gas, casinghead gas, condensate, or other minerals on any portion of an operating unit in which all or any part of the land described herein is embraced, or production of oil, gas, casinghead gas, condensate, or other minerals therefrom shall have the same effect under the terms of this lease as if a well were commenced, completed or producing oil, gas, casinghead gas, condensate, or other minerals in paying quantities on the land embraced by this lease. Lessee shall execute in writing and file for record in the records of the Parish in which the lands herein leased are located, an instrument identifying or describing the pooled acreage, or an instrument supplemental thereto redesignating same, as the case may be. Either prior to the securing of production from any unit created under the authority hereinabove granted, or after cessation of production therefrom Lessee shall have the right to dissolve the unit so created, without Lessor's joinder or further consent, by executing in writing and placing of record in the Parish or Parishes in which the lands making up such unit may be located, an instrument identifying and dissolving such unit. The provisions hereof shall be construed as a covenant running with the land and shall inure to the benefit of and be binding upon the parties hereto, their heirs, representatives, successors and assigns. In the event such operating unit or units is/are so created by Lessee, Lessor shall receive out of production or the proceeds from production from such operating unit or units or out of the shut-in royalty provided for above, such portion of the one-eighth (1/8) royalty or of the shut-in royalty specified herein as the number of acres (mineral acres) out of this lease placed in any such operating unit or units bears to the total number of acres included in such operating unit or units.

8. If Lessor owns a less interest in the above described land than the entire and undivided fee simple estate therein, then the royalties herein provided shall be paid to Lessor only in the proportion which Lessor's interest bears to the whole and undivided fee.

9. Lessee shall have free use of oil, gas, casinghead gas, condensate, coal and water from said land, except water from Lessor's wells, for all operations hereunder, including repressuring, pressure maintenance and recycling, and the royalty shall be computed after deducting any so used. Lessee shall have the right at any time during or after the expiration of this lease to remove all property and fixtures placed by Lessee on said land, including the right to draw and remove all casing. When required by Lessor, Lessee will bury all pipe lines below ordinary plow depth, and no well shall be drilled within two hundred feet of any residence or barn now on said land, without Lessor's consent. In the event a well or wells, producing oil, gas, casinghead gas or condensate in paying quantities should be brought in on adjacent lands not owned by the Lessor and within one hundred fifty feet of and draining the leased premises, Lessee agrees to drill such offset well or wells as a reasonably prudent operator would drill under the same or similar circumstances.

10. The rights of either party hereunder may be assigned in whole or in part and the provisions hereof shall extend to the heirs, executors, administrators, successors and assigns, but no change or division in ownership of the land, rentals, or royalties, however accomplished shall operate to enlarge the obligations or diminish the rights of Lessee. No such change or division in the ownership of the land, rentals or royalties shall be binding upon Lessee for any purpose until such person acquiring any interest has furnished Lessee, at its principal place of business, with a certified copy of the instrument or instruments, constituting his chain of title from the original Lessor. In the event of an assignment of this lease as to a segregated portion of said land, or as to an undivided interest therein, the rentals payable hereunder shall be apportioned as between the several leasehold owners ratably according to the surface area of each, or according to the undivided interest of each, and default in rental payment by one shall not affect the rights of other leasehold owners hereunder. An assignment of this lease, in whole or in part, shall, to the extent of such assignment, relieve and discharge Lessee of any obligations hereunder and, if Lessee or assignee of part or parts hereof shall fail or make default in the payment of the proportionate part of the rentals due from such Lessee, or assignee, or fail to comply with any other provisions of the lease, such default shall not affect this lease insofar as it covers a part of said lands upon which Lessee or any assignee thereof shall make payment of said rentals.

11. In case of suit, adverse claim, dispute or question as to the ownership of the rentals or royalties (or some part thereof) payable under this lease, Lessee shall not be held in default in payment of such rentals or royalties (or the part thereof in dispute), until such suit, claim, dispute or question has been finally disposed of, and Lessee shall have thirty (30) days after being furnished with a certified copy of the instrument or instruments disposing of such suit, claim or dispute, or after being furnished with proof sufficient, in Lessee's opinion, to settle such question, within which to make payment. Should the right or interest of Lessee hereunder be disputed by Lessor, or any other person, the time covered by the pendency of such dispute shall not be counted against Lessee either as affecting the term of the lease or for any other purpose, and Lessee may suspend all payments without interest until there is a final adjudication or other determination of such dispute.

12. In case of cancellation or termination of this lease from any cause, Lessee shall have the right to retain, under the terms hereof, around each well producing, being worked on, or drilling hereunder, the number of acres in the form allocated to each such well under spacing and proration rules issued by the Commissioner of Conservation of the State of Louisiana, or any other State or Federal authority having control of such matters; or, in the absence of such rulings, forty (40) acres around each such well in as near a square form as practicable, and in the event Lessor considers that operations are not being conducted in compliance with this contract, Lessee shall be notified in writing of the facts

relied upon as constituting a breach hereof and Lessee shall have sixty (60) days after receipt of such notice to comply with the obligations imposed by virtue of this instrument.

13. When drilling, reworking, production or other operations are delayed or interrupted by force majeure, that is, by storm, flood or other acts of God, fire, war, rebellion, insurrection, riot, strikes, differences with workmen, or failure of carriers to transport or furnish facilities for transportation, or as a result of some law, order, rule, regulation, requisition or necessity of the government, Federal or State, or as a result of any cause whatsoever beyond the control of the Lessee, the time of such delay or interruption shall not be counted against Lessee, anything in this lease to the contrary notwithstanding, but this lease shall be extended for a period of time equal to that during which Lessee is so prevented from conducting such drilling or reworking operations on, or producing oil, gas, casinghead gas, condensate or other minerals from, the premises; provided that during any period that this lease is continued in force after its primary term solely by force majeure as herein provided, Lessee shall pay to the owners of the royalty hereunder the shut-in royalty provided in paragraph 5 hereof, and in the manner therein provided, without regard to whether or not there is a producing well shut in, located on said land or on land with which the lease premises or any part thereof has been pooled.

14. It is expressly understood and agreed that the premises leased herein shall, for all the purposes of this lease, be considered and treated as owned in indivision by the Lessor and shall be developed and operated as one lease, and there shall be no obligation on the part of Lessee to offset wells on separate tracts into which the land covered by this lease may be now or hereafter divided by sale, or otherwise, or to furnish separate measuring or receiving tanks, and all rentals, royalties and other payments accruing hereunder shall be treated as an entirety and shall be divided among and paid to Lessor in the proportion that the acreage (mineral rights) owned by each bears to the entire leased acreage. Lessee may at any time or times pay or tender all sums accruing hereunder to the joint credit of Lessor.

15. Notwithstanding the death of any party Lessor, or his successor in interest, the payment or tender of all sums accruing hereunder in the manner provided above shall be binding on the heirs, executors and administrators of such person.

16. Lessor hereby warrants and agrees to defend the title to the lands herein described, and agrees that the Lessee at its option shall have the right to redeem for Lessor, by payment, any mortgage, taxes or other liens on the above described lands, in the event of default of payment by Lessor, and be subrogated to the rights of the holder thereof. In case of payment of any such mortgage, taxes or other liens by Lessee, in addition to the right of subrogation herein granted, Lessee shall also have the right to retain any royalties which become due Lessor hereunder and to repay itself therefrom, and the retention of such royalties by Lessee shall have the same effect as if paid to the Lessor in whose behalf payment of any mortgage, taxes or other liens was made.

17. This lease shall be binding upon all who execute it, whether or not named in the body hereof as Lessor, and without regard to whether this same instrument, or any copy thereof, shall be executed by any other Lessor named above.

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

WITNESSES

YOUNG FAMILY CEMETERY

[Signature]
Betty Jo M. Brian

by:

[Signature]
Hardee M. Brian
President
Tax I.D. No. 72-6046340

[Empty signature lines for witnesses and additional parties]

STATE OF _____

_____ of _____

On this _____ day of _____, 19____, before me personally appeared _____

to me known to be the person described in and who executed the foregoing instrument, and acknowledged that executed the same as _____ free act and deed.

NOTARY PUBLIC in and for _____

STATE OF _____

_____ of _____

Before me, the undersigned authority, personally came and appeared _____ who being first duly sworn deposes and says that he was one of the subscribing witnesses to the execution of the foregoing instrument by _____

who signed the same in his presence and that of the other subscribing witness(es) to such signature(s) whose name(s) (signature) are affixed as such, and that he now recognizes all said signatures to be true and genuine.

Sworn to and subscribed before me, notary, on this _____ day of _____, 19____.

Notary Public in and for _____

IN _____ PARISH OF _____

MINERAL LEASE

TO _____

Parish of _____

NOTARY PUBLIC LICENSE NO. _____

STATE OF LOUISIANA

PARISH of LIVINGSTON

Before me, the undersigned authority, personally came and appeared RICHARD C. VINCENT who being first duly sworn deposes and says that he was one of the subscribing witnesses to the execution of the foregoing instrument for and on behalf of YOUNG FAMILY CEMETERY, AN UNINCORPORATED ASSOCIATION

and that the same was executed for and on behalf of that corporation by HARDEE M. BRIAN who signed his name thereto as the duly authorized representative of the corporation in the presence of affiant and the other subscribing witness to that signature, whose name (signature) is affixed as such, and that he (affiant) now recognizes all said signatures to be true and genuine.

Sworn to and subscribed before me, notary, on this 12th day of September, 1927.

Notary Public in and for Livingstn Parish, Louisiana.

Attached hereto and made a part hereof that certain Oil and Gas Lease dated August 28, 1987 by and between YOUNG FAMILY CEMETERY, an unincorporated association, represented herein by HARDEE M. BRIAN, its President, as Lessor, and TOURS ENERGY, INC. as Lessee.

Exhibit A

18. PRIOR SERVITUDES & CONVEYANCES

All rights granted in the attached lease are subject to all prior servitudes, conveyances, and grants to railroads, public utilities and gas pipeline companies, as well as State, Parish and other governmental entities.

19. OBLIGATIONS OF LESSEE

Lessee shall be obligated to reasonably and adequately develop the oil and gas and other hydrocarbons in and under the leased premises, and shall drill such offset wells and conduct such operations as would a reasonable prudent operator to prevent the drainage of the lease premises from wells and operations, respectively, drilled or conducted upon or in lands situated outside the boundaries of the leased premises.

20. NO WARRANTY

This lease is granted without any warranty or subrogation of any kind even as to the return of the bonus and delay rentals or any other payments received under this lease. This is in lieu of any warranties provided in paragraph 16 of the printed form.

21. MINERAL LIMITATION

Anything herein to the contrary notwithstanding, this lease covers oil, gas, other gaseous or liquid hydrocarbons, sulphur or any mineral produced in association therewith, which can be produced out of the bore of a well. Any other minerals are excluded from this lease.

22. NO SURFACE OPERATIONS

It is specifically agreed and understood between the parties that there shall be no surface operations conducted on the leased premises without the express written consent and approval of Lessor.

23. LEASE LIABILITY

Lessee, its successors, agents and assigns, agrees to indemnify, hold harmless, and defend Lessor, his heirs and assigns, agents, employees, and any one for whom Lessor may be held legally responsible or liable, from and against all suits, claims, demands, and causes of action that may be at any time brought or made by any person, firm or corporation, or other entity, including, but not limited to, employees of Lessor and Lessee, arising out of, or in any way connected with, Lessee's activities, operations, equipment, or facilities on or off the leased premises. It is further agreed that if any suit, claim, demand or cause of action is brought or arises, which is or might be covered by this indemnification provision, the party that first receives notice thereof will immediately notify the other party hereto. Lessor will not take any dispositive action affecting any such suit, claim, demand, or cause of action affecting any such suit, claim, demand or cause of action without Lessee's prior knowledge, participation and consent.

24. COMMENCEMENT OF OPERATIONS

Under paragraph 6 of the attached lease, commencement of operations shall not include preparations for commencement of actual drilling or mining operations, such as geological or geophysical explorations, surveying, clearing of a site and hauling and erection of materials and structures necessary to conduct operations. Commencement of operations under said paragraph 6 shall mean actual spudding of a well.

25. LESSOR ACCESS TO DATA & DRILL SITE

If any well is drilled in which the leased premises participates, the Lessee shall furnish the Lessor a copy of the location plat, and copies of all logs, core analyses, title opinions and abstracts as soon as practicable after receipt by the Lessee. Lessor shall have the right to have a representative present, at Lessor's risk, at any and all times on the drillsite. Lessee shall advise the Lessor at least twelve (12) hours in advance of any coring, logging, testing or completion attempt in order that the Lessor's representative may be present to witness the same. Any information furnished to the Lessor in connection with such well or obtained by the representative of the Lessor shall be maintained in confidence.

26. NOTIFICATION OF ASSIGNMENTS & SUBLEASES

Lessee shall provide Lessor herein a certified copy of any and all subleases or assignments of this lease within thirty (30) days of any such sublease or assignment.

27. HORIZONTAL PUSH CLAUSE

At the end of the primary term of this lease, if all or any portion of the leased premises are held by production therefrom or from land pooled therewith, Lessee shall, within ninety (90) days after the end of the primary term, deliver to Lessor a recordable release as to all strata except those from which production is occurring, or Lessee may maintain this lease as to other strata by commencing drilling or reworking operations for other strata within such ninety (90) day period, and

Attached hereto and made a part hereof that certain Oil and Gas Lease dated August 25, 1987 by and between YOUNG FAMILY CEMETERY, an unincorporated association, represented herein by HARDEE M. BRIAN, its President, as Lessor, and TOURS ENERGY, INC. as Lessee.

conducting such operations continuously with no more than ninety (90) days elapsing between the completion or cessation of drilling or reworking operations on one well and the commencement of operations for the drilling or reworking of another well. Within ninety (90) days after the anniversary date of this lease for each year thereafter, Lessee shall deliver to Lessor a recordable release as to all strata except those from which production is occurring, or Lessee may maintain this lease as to other strata by commencing drilling or reworking operations for any other strata within such ninety (90) day period, and conducting such operations continuously with no more than ninety (90) days elapsing between the completion or cessation of drilling or reworking operations on one well and the commencement of operations for the drilling or reworking of another well. If, after the primary term, all production from any stratum should cease, Lessee shall, within ninety (90) days of the cessation of such production, commence drilling or reworking operations for such stratum in an attempt to restore such production and prosecute such operations continuously, as above provided, or tender to Lessor a recordable release of such stratum. This paragraph shall continue in operation for as long as this lease remains in effect as to any portion of the leased premises. Lessor and/or Lessor's grantees shall have the right to drill through and conduct operations through the strata or surface area under lease in order to explore, develop or produce from any strata as to which this lease has terminated or been released, and Lessee shall likewise have the right to drill through and conduct operations through any released strata.

28. PUGH CLAUSE

If any portion of the lands held hereunder should be utilized in any manner with other lands, then unit drilling or reworking operations on or unit production from any unit shall only maintain this lease as to the land included in such unit. Lessee may continue to maintain the rights granted as to any land in a unit in any manner herein elsewhere provided, including the resumption or commencement of rental payments (including shut-in gas payments) as to any such land. When this lease is being maintained by operations or production as above provided for as to the land in a unit or units, the lease may also be maintained as to all or any part of the land not included in any such unit or units by payment of that proportion of the rentals attributable on an acreage basis to such land, such proportionate payments to be commenced or resumed in the manner and within the time hereinabove provided in connection with shut-in gas wells (with the date of commencement of unit operations or unit production, whichever ever occurs first, being equivalent to a date of discontinuance of operations); and Lessee's rights hereunder may be so maintained by rental payments during and for two (2) years after the end of the primary term. Non-unit drilling operations or non-unit reworking operations or nonutilized production hereunder shall maintain Lessee's rights as to all the land subject to this lease, including any portion thereof embraced in a unit area, all in the same manner as is herein elsewhere provided for maintaining Lessee's rights hereunder. The date of the commencement of unit drilling or reworking operations or unit production, whichever occurs first, shall be considered equivalent to a date of cessation of production from land outside of such unit or units for the sole purpose of fixing a delay for the commencement of such operations or production as may be required, under the other provisions of this lease to prevent forfeiture of the lease as to such outside land. It is further provided that utilization of any portion of the lands held hereunder shall not affect Lessee's right to maintain this lease by commencement or resumption of shut-in gas payments as herein elsewhere provided for, and any such shut-in gas payment which Lessee elects to make (whether or not the shut-in well be a unit well and whether it be within or without the boundaries of a unit) shall be either based on and maintain Lessee's rights in all the land then covered hereby, or shall be that proportion of the rental payment attributable on an acreage basis to, and shall maintain Lessee's rights in any part of the land held hereunder as to which this lease is not being otherwise maintained by operations, production or rental payments as herein elsewhere provided. Any rentals due under the terms of this paragraph shall be at the rate of Seventy-Five and No/100 Dollars (\$75.00) per acre.

29. ROYALTY

Notwithstanding anything to the contrary contained herein, the royalties on oil, gas and other minerals mentioned in Paragraphs 4 and 7 of the printed form are and shall be one-fifth (1/5) rather than one-eighth (1/8) wherever same appears in said Paragraphs 4 and 7 of the printed form.

30. DEPTH LIMITATION

This lease shall cover and include only that depth from the surface of the earth down to the top of the Tuscaloosa formation. All rights below the top of the Tuscaloosa formation are expressly reserved by Lessor with all rights to grant Oil, Gas and Mineral Lease(s) on such deeper rights. However operations involving such deeper rights shall in no way interfere with Lessee's operations herein.

Attached hereto and made a part hereof that certain Oil and Gas Lease dated August 28, 1997 by and between YOUNG FAMILY CEMETERY, an unincorporated association, represented herein by HARDEE M. BRIAN, its President, as Lessor, and TOURS ENERGY, INC. as Lessee.

Exhibit B

RESOLUTION

BE IT RESOLVED that the YOUNG FAMILY CEMETERY does execute in favor of TOURS ENERGY, INC., whose address is P. O. Box 82460, Lafayette, LA 70508, an oil, gas and mineral lease dated effective August 28, 1997, covering the following described property situated in East Baton Rouge Parish, Louisiana, to-wit:

FIRST: A certain tract or parcel of land, rectangular in shape, containing 4.00 acres, more or less, situated in Section 82, Township 4 South, Range 1 West, known as the YOUNG FAMILY CEMETERY, the north boundary line of which is situated 1,088 feet south of the center line of the East Plains-Port Hudson Road, which said north boundary line measures 343 feet and extends in a southerly direction approximately 508 feet, or a sufficient depth south to constitute four (4) acres, said lands are bounded, now or formerly, as follows: NORTH, EAST & WEST by Cecil A. McCurry; and SOUTH by James A. Jacocks; **SECOND:** A certain tract or parcel of land containing 0.78 acres, more or less, situated in said Section 82, T4S-R1W, being known as 'NEW ROAD TO YOUNG FAMILY CEMETERY', being a strip of land measuring 30 feet wide and extends southerly 1,088 feet from the centerline of the East Plains-Port Hudson Road. Being the same lands described in Agreement dated November 24, 1980 by and between EDWARD B. YOUNG ET UX and THE YOUNG FAMILY CEMETERY COMMITTEE, recorded in Conveyance Book 898, Folio 189, records of the clerk of Court and Recorder in and for East Baton Rouge Parish, Louisiana.

BE IT FURTHER RESOLVED, that HARDEE M. BRIAN, the President of the YOUNG FAMILY CEMETERY be and he is hereby authorized, directed and empowered to execute said oil, gas and mineral lease dated effective August 28, 1997, for and on behalf of the said YOUNG FAMILY CEMETERY, for the consideration, and upon such terms and conditions as he, the said HARDEE M. BRIAN, in his sole discretion shall deem to be to the best interest of the said YOUNG FAMILY CEMETERY and to do all other things whatsoever necessary or requisite to be done to carry out the purpose and intent of this resolution.

I, ZEMINA MUNSON, Treasurer of YOUNG FAMILY CEMETERY do hereby certify that the above is a true and correct copy of the minutes of the Committee representing the said Young Family Cemetery held at its domicile at Zachary, Louisiana on this 28th day of August 1997, and that a quorum was present and voting in favor of this resolution.

YOUNG FAMILY CEMETERY

By: Zemina Munson
ZEMINA MUNSON
Treasurer

0818 867 ML 10838
FILED AND RECORDED
EAST BATON ROUGE PARISH, LA.
1997 NOV 05 PM 02:12:24
FILED
DOUG WELBORN
CLERK OF COURT & RECORDER
CERTIFIED TRUE COPY
BY _____
DEPUTY CLERK & RECORDER