

**Exhibit E8 - Surface Use Agreement - Mayne and Mertz  
Chennault Site 2-2A**

**Calcasieu Parish Recording Page**

H. Lynn Jones #  
Clerk of Court  
P.O. Box 1030  
Lake Charles, LA 70602  
(337) 437-3550

Received From :  
MAYNE & MERTZ, INC.  
P. O. BOX 183  
MIDLAND, TX 79702

**First VENDOR**

CHENNAULT INTERNATIONAL AIRPORT AUTHORITY

**First VENDEE**

MAYNE & MERTZ, INC.

Index Type : Conveyances

File Number : 2901640

Type of Document : Surface Agreement

Book : 3549 Page : 236

Recording Pages : 6

**Recorded Information**

I hereby certify that the attached document was filed for registry and recorded in the Clerk of Court's office for Calcasieu Parish, Louisiana

On (Recorded Date) : 12/09/2008

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SURFACE USE AGREEMENT

STATE OF LOUISIANA

PARISH OF CALCASIEU

This Surface Use Agreement (hereinafter referred to as the "Agreement") is made and entered into effective October 1, 2007 by and between **Chennault International Airport Authority**, whose address is 3650 Sen. J. Bennett Johnston Ave., Lake Charles, Louisiana, 70615, hereinafter referred to as "Grantor", and **Mayne & Mertz, Inc.**, whose address is 24 Greenway Plaza, Suite 605, Houston, Texas 77046 its successors or assigns, hereinafter referred to as "Grantee".

For and in consideration of One Hundred (\$100) Dollars and other valuable consideration received, and subject to the provisions and conditions hereinafter set forth, Grantor does by these presents lease and let unto Grantee the right to use the surface of the following described tract of land owned by Grantor situated in Calcasieu Parish, Louisiana, to-wit:

That certain tract of land containing 4.82 acres of land, more or less, located in Section 11, Township 10 South, Range 8 West as described on the plat attached hereto as Exhibit "A" attached hereto and by reference made a part hereof, hereinafter referred to as the "Surface Area".

1.

The Surface Area shall be used only for the construction, operation, maintenance, replacement and removal of equipment and appurtenances necessary and incidental to the drilling and production of any well from a surface location on the Surface Area. Grantee shall enjoy the right to construct production and temporary storage facilities and appurtenances necessary or incidental thereto in order to produce, receive, separate and store oil, gas or fluid hydrocarbons from the Proposed Well.

2.

This Agreement shall remain in force and effect for so long as Grantor shall operate and produce any well drilled from the Surface Area. Unless extended by the mutual agreement of the parties hereto, or sooner terminated due to default for failure to comply with other requirements, this Agreement shall terminate upon the expiration of the underlying original mineral lease pursuant to which any such well is drilled on the Surface Area. No change in ownership of the Surface Area shall affect or bind Grantee until the purchaser thereof shall provide unto Grantee the original instrument of conveyance or furnish a duly certified copy thereof.

3.

Grantee shall enjoy the right of ingress and egress at all times to the Surface Area by way of the access route depicted on Exhibit "A" for any and all purposes necessary and incidental to the exercise of the rights and privileges herein granted.

4.

For the same consideration cited herein and in the event any well drilled from the Surface Location is found capable of producing gas and/or associated byproducts, Grantor hereby agrees to grant to Grantee a pipeline right-of-way not to exceed thirty (30) feet in width, over and across the Surface Area and adjacent lands owned by Grantor, at route similar to that shown on Exhibit "B". Grantor agrees to execute a mutually acceptable pipeline right-of-way agreement in favor of Grantee upon request from Grantee on the form attached hereto as Exhibit "C" and Grantee shall pay to Grantor a cash consideration of ONE HUNDRED FIFTY DOLLARS (\$150) per measured rod as to Grantor's lands not included in producing unit(s).

5.

Grantee agrees, at its sole cost, risk and expense, to maintain the Surface Area in good, workmanlike, and safe manner during the construction, use, maintenance, operation of the Surface Area. If Grantee damages any of Grantor's property, improvements or facilities of any kind, such damages shall be fully compensated for and paid by Grantee.

6.

Upon the successful completion of the Proposed Well producing in commercial quantities, Grantee shall build, at its sole expense, a permanent road to facilities located on the Surface Area. Grantee shall comply with reasonable requests to maintain or enhance the aesthetic quality of the Surface Area so as, to the extent practical, not to detract from the surrounding landscape. Grantee shall maintain complete enclosure of the Surface Area at all times, especially to maintain the security of cattle, crops, and other real or personal property.

7.

Grantee shall not engage in land farming of drill cuttings on the surface of the Surface Area, and shall promptly remove all such materials from the premises.

8.

Grantee shall abide by all laws and governmental restrictions and regulations with reference to the operations conducted in conjunction with the Surface Area, including all pollution and ecological regulations applying to the surface as well as the subterranean property. It is understood that activities conducted hereunder shall in compliance with the regulations of the state mineral board, the Louisiana Office of Conservation, and such other state and federal agencies as may have jurisdiction in the premises. It is the further obligation of the Grantee to adhere and abide by all necessary notices, permits and proper filing with the Federal Aviation Administration (FAA).

9.

This Agreement is made upon the express condition that Grantor shall be free from all liability and claims for damages and/or suits for or by reason of any injury, injuries or death to any persons or damage to property of any kind whatsoever, including employees, and property of Grantee, its agents, assigns or third persons, from any cause or causes whatsoever while in or upon the subject properties, or any part thereof, or occasioned by any occupancy or use of the subject properties, or any activity carried on by Grantee in connection therewith, and Grantee hereby covenants and agrees to indemnify and save harmless the Grantor from all injuries, losses, damages, liabilities, claims, charges, damages to property, expenses, fines, penalties, attorney's fees, costs or contamination, or adverse effects on the environment or any violation of any state or federal environmental and/or liability law caused by or resulting from (a) Grantee's use or occupancy of the subject properties, (b) the ownership, operation or control of a facility contaminated by hazardous material, substance or waste, whether or not the Grantee placed the hazardous material, substance or waste on, in, or under the subject properties, or (c) hazardous material, substance, or waste disposed or released by the Grantee, its employees, agents, contractors, or assigns. The above terms including "facility," "release," "disposal," "hazardous substance," "hazardous material," and "hazardous waste" are defined by 42 U.S.C. § 9601, et seq. This

indemnity shall apply regardless of whether said injuries, losses, damages, liabilities, claims, charges, damages to property, expenses, fines, penalties, attorney's fees, costs, or contamination or adverse effects on the environment or any violation of any state or federal environmental and/or liability law are occasioned, brought about or caused, in whole or in part, by the negligence of Grantor, its agents, directors, officers, employees or servants and regardless of whether such negligence be active or passive, primary or secondary. This indemnity shall also apply regardless of whether said injuries, losses, damages, liabilities, claims, charges, damages to property, expenses, fines, penalties, attorney's fees, costs, or contamination or adverse effects on the environment or any violation of any state or federal environmental and/or liability law are occasioned, brought about, or caused, in whole or in part, by the strict liability of Grantor, its agents, directors, officers, employees or servants, it being the intention of the parties hereto that Grantor be indemnified by Grantee against the consequences of its strict liability. This indemnity shall inure to the benefit of agents, directors, officers, employees and servants of Grantor and any one of the may exercise this right of indemnity against Grantee independently of Grantor or of others.

10.

Upon termination or expiration of this Agreement, Grantee obligates itself to restore the Surface Area as near as practicable to the condition which existed on the commencement date thereof. Grantee shall prepare and deliver unto Grantor a release of this agreement in recordable form. If Grantee fails to fulfill its obligation under this paragraph within 120 days after written demand has been made to do so, Grantor may have the necessary work done to accomplish this at Grantee's cost, even if this Agreement has terminated. Should Grantor be required to bring suit to enforce its rights under this paragraph, Grantor shall be entitled to recover reasonable attorney's fees from Grantee.

EXECUTED THIS 19<sup>th</sup> day of December, 2007, but effective as of December 1, 2007.

WITNESSES:  
Brenda Cimisi  
BRENDA Cimisi  
Name (Please Print)  
Andrea Pelloguin  
Andrea Pelloguin

Chennault International Airport Authority  
GRANTOR

[Signature]  
BY: JONALD J. WALKER, III  
ITS: President

STATE OF LOUISIANA  
PARISH OF CALCASIEU

On this 19<sup>th</sup> day of December 2007, before me appeared Jonald J. Walker, III, to me personally known, who, being by me duly sworn, did say that he is the President of Chennault International Airport Authority, and that the foregoing instrument was signed in behalf of said authority by authority of its Board of Commissioners and said Jonald J. Walker, III acknowledged said instrument to be the free act and deed of said company.

[Signature]  
NOTARY PUBLIC  
Terry J. Manuel  
La. Bar No. 07114

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WITNESSES:

MAYNE & MERTZ, INC., GRANTEE

Patricia Bigham  
Patricia Bigham

Richard D. Eicher  
Name (Please Print)  
**Richard D. Eicher**

R. Carter Cline  
BY: R. Carter Cline  
ITS: Attorney-In-Fact

STATE OF TEXAS

COUNTY OF HARRIS

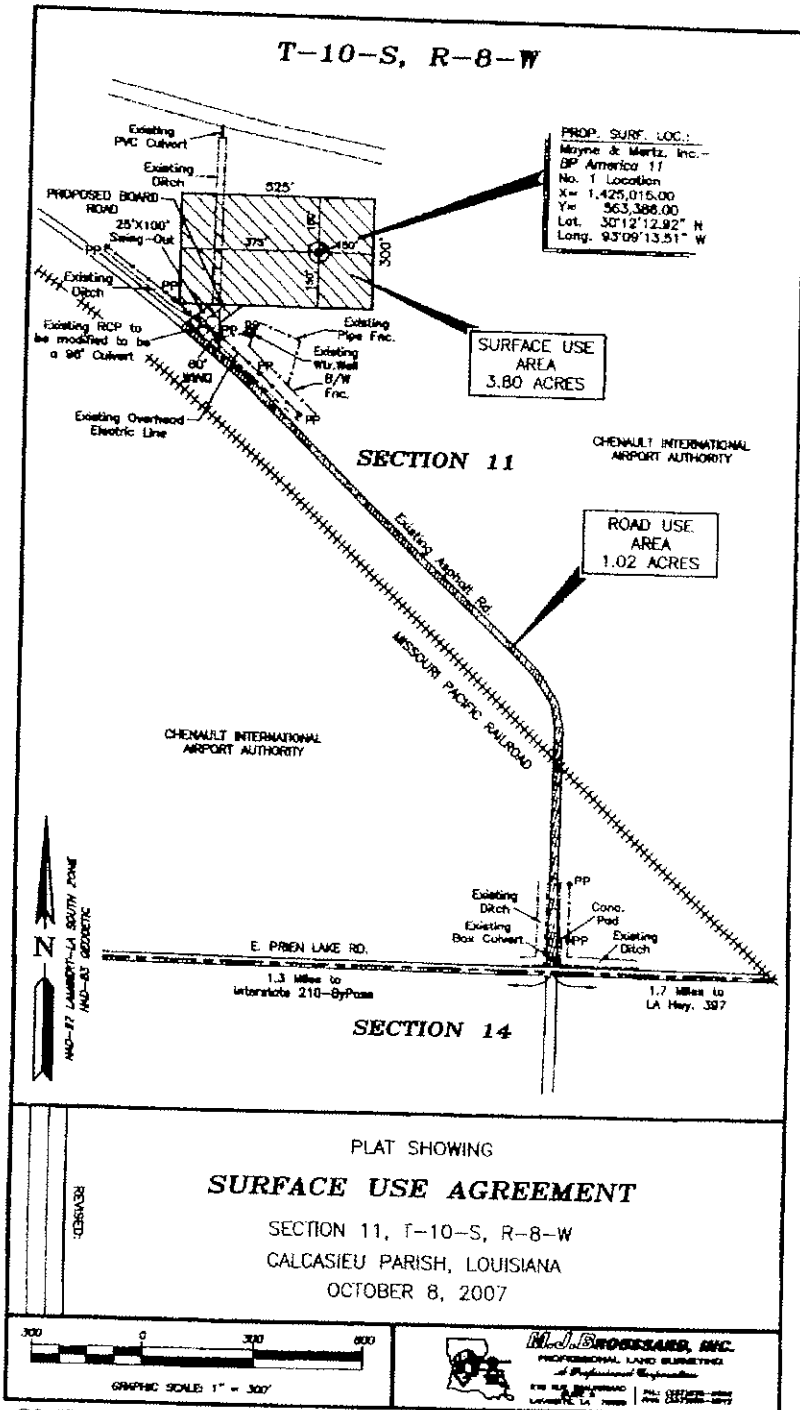
On this 13<sup>th</sup> day of December, 2007, before me appeared R. Carter Cline, to me personally known, who, being by me duly sworn, did say that he is the Attorney-In-Fact for MAYNE & MERTZ, INC., and that the foregoing instrument was signed on behalf of said company by authority of its Board of Directors and said R. Carter Cline acknowledged said instrument to be the free act and deed of said company.

James Earl White  
NOTARY PUBLIC



**"Exhibit A"**

Attached to a made a part of that certain Surface Use Agreement dated December 19, 2007, by and between Chennault International Airport Authority as Grantor and Mayne & Mertz, Inc., Grantee



T.R.R. 6 Nov 2003  
RDE