

1 ARTICLE 20 – NOTICES

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3 EXISTING LEASE LANGUAGE

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5 25. Notice

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7 Except in the situations where specific time periods are established for performance, Lessee shall  
8 not be in default under the Lease with respect to the violation of any provision of this lease until  
9 30 days after written notice of such violation is received from Lessor, and Lessee has not  
10 corrected or commenced to correct such violation.

11  
12 AUGUST DRAFT CHANGES

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14 Any notice required or permitted to be given under this Lease must be in writing and addressed to the  
15 following (or such other address(es) provided in accordance with this Article):

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17 For Lessee: Name: \_\_\_\_\_  
18 Title: \_\_\_\_\_  
19 Address: \_\_\_\_\_  
20 \_\_\_\_\_  
21 Tel. #: \_\_\_\_\_  
22 \_\_\_\_\_

23 For Lessor: Office of Mineral Resources  
24 Post Office Box 2827  
25 Baton Rouge, Louisiana 70821-2827  
26 Telephone (225) 342-4615  
27

28 Notice provided by certified mail, return receipt requested, will be deemed to have been received by the  
29 addressee party on the earlier of the actual date of receipt by the addressee party (as reflected by postal  
30 records) or the seventh (7<sup>th</sup>) calendar day after mailing of such notice; notice provided otherwise shall be  
31 deemed given upon receipt by the addressee party. Failure to update and/or maintain accurate contact  
32 information shall not invalidate any notice given by any party hereto in accordance with the information  
33 of record with OMR. Each party shall have the right to change its address at any time and from time to  
34 time by giving written notice thereof to the other party. Upon an Assignment, Lessee may also specify  
35 additional and/or alternative parties and applicable information for purposes of notice hereunder.

36  
37 PROPOSED RE-WRITE (TRACK CHANGES)  
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39 A) All notices required by this Lease or by law to be served on, given to, or delivered shall be in  
40 writing and ~~shall be deemed effective and delivered if~~ shall be properly addressed to the Lessee(s) at the  
41 last addressed provided to the OMR pursuant to La. R.S. 30:123.1 or Paragraph “B” of this Article or to  
42 OMR at 617 N. 3<sup>rd</sup> Street, LaSalle Building, 8<sup>th</sup> Floor, Baton Rouge, Louisiana 70802 or P.O. Box 2827  
43 Baton Rouge, Louisiana 70821-2827. Such notices shall be deemed effective and delivered (i) upon  
44 receipt if delivered personally; or (ii) if properly addressed, upon deposit in the U.S. mail, registered or  
45 certified, postage prepaid, return receipt requested; or (iii) if properly addressed, one (1) business day  
46 after it is sent by recognized commercial overnight courier service.

1 B) Each Lessee(s) desiring to change its physical and/or mailing address shall be responsible for  
2 providing the OMR with ~~advance written notice of at least ten (10) days prior to said change of address~~  
3 ~~with their the new and proper address. for the mailing of any and all notices as required herein.~~ Written  
4 notice pursuant to this paragraph is required ten days prior to the effective date of the address change and  
5 must be transmitted in accordance with Paragraph "A" of this Article. may be submitted via email to the  
6 following address: "DNR/LeasingSection@LA.GOV". The email shall be deemed to have been received  
7 ~~when the authorized electronic mail agent of the recipient accepted that email message, with the delivery~~  
8 ~~status of at least "delivered to mail server," with respect to the email message sent.~~

9 C) Upon an Assignment, Lessee(s)/Assignor(s) and/or the Assignee(s) shall ensure that the  
10 information required pursuant to La. R.S. 30:123.1 for the Assignee(s) is current for purposes of notice  
11 herein.

12 D) Failure to update and/or maintain accurate contact information shall not invalidate any notice  
13 given by the OMR.

14 **PROPOSED RE-WRITE (CLEAN VERSION)**

15 A) All notices required by this Lease or by law to be served on, given to, or delivered shall be in  
16 writing and shall be properly addressed to the Lessee(s) at the last addressed provided to the OMR  
17 pursuant to La. R.S. 30:123.1 or Paragraph "B" of this Article or to OMR at 617 N. 3<sup>rd</sup> Street, LaSalle  
18 Building, 8<sup>th</sup> Floor, Baton Rouge, Louisiana 70802 or P.O. Box 2827 Baton Rouge, Louisiana 70821-  
19 2827. Such notices shall be deemed effective and delivered (i) upon receipt if delivered personally; or (ii)  
20 if properly addressed, upon deposit in the U.S. mail, registered or certified, postage prepaid, return receipt  
21 requested; or (iii) if properly addressed, one (1) business day after it is sent by recognized commercial  
22 overnight courier service.

23 B) Each Lessee(s) desiring to change its physical and/or mailing address shall be responsible for  
24 providing the OMR with the new address. Written notice pursuant to this paragraph is required ten days  
25 prior to the effective date of the address change and must be transmitted in accordance with Paragraph  
26 "A" of this Article.

27 C) Upon an Assignment, Lessee(s)/Assignor(s) and/or the Assignee(s) shall ensure that the  
28 information required pursuant to La. R.S. 30:123.1 for the Assignee(s) is current for purposes of notice  
29 herein.

30 D) Failure to update and/or maintain accurate contact information shall not invalidate any notice  
31 given by the OMR.

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