

EXHIBIT B
Credit Term Sheet

LUCA/SSI POSTPETITION CREDIT TERM SHEET

Borrowers	Luca Operation LLC and Luca International Group LLC
Facility Amount; Conditions to Funding of Second Draw	The DIP Facility shall comprise a commitment for up to \$2,000,000. The DIP Facility may be funded through an Interim Draw and Subsequent Draws as set forth below.
Use of Proceeds	The proceeds of the DIP Facility shall generally be used (1) to finance working capital needs, specified capital expenditures and general corporate purposes of the Debtors, all in accordance with the applicable DIP Budget; (2) to pay the fees, costs and expenses incurred by the Debtors in connection with their chapter 11 cases; and (3) to pay interest to and the fees, costs, and expenses of the DIP Lender.
Interest Rate	LIBOR + 15%, with a LIBOR floor of 3%. Upon disbursement of the Interim Draw, interest shall at all times accrue on the greater of: (1) the Borrowers' outstanding balance under the DIP Facility; or (2) \$1 million, until all amounts owed by the Borrowers under the DIP Facility have been paid in full.
Commitment Fee	2.5% of the Facility Amount, payable upon funding of the Interim Draw.
Collateral Monitoring Fee	\$11,000 per month; no additional financial advisory or collateral monitoring fees of the Lender will be billed to Luca.
Due diligence expense reimbursement	Initial advance of \$30,000, reasonable expenses only
Interim Draw	\$200,000, funded upon approval of the Interim DIP Motion to be filed as one of the first day motions by an Order acceptable to the DIP Lender in its sole discretion.
Subsequent Draws and availability thereof	<p>The Subsequent Draws shall be available upon entry of an order by the Bankruptcy Court granting final approval of the DIP Facility that is in form and substance acceptable to the DIP Lender in its sole and absolute discretion and subject to receipt by the DIP Lender of a current reserve report for the borrowers' interest in the mineral interests (and omitting third party interests), as reported by the debtors, showing proved reserves in excess of \$4 million of which at least \$2.5 million are proved developed producing (PDP) reserves.</p> <p>The Subsequent Draws shall be in increments of at least \$250,000. The first Subsequent Draw will be for \$800,000, payable on final approval of the DIP Facility.</p>
Interest Payments	Monthly, in arrears, on the drawn amount. Any unpaid accrued interest will be payable upon maturity.

Maturity	Nine months from approval of the Interim DIP Motion
Liens	In order to secure the Postpetition Debt, effective immediately upon entry of the Interim Order, the DIP Lender shall be granted continuing, valid, binding, enforceable, non-avoidable, and automatically and properly perfected postpetition security interests in and liens (the "DIP Liens"), on all assets of the Debtors.
Priority of Liens	To the extent permissible under the Bankruptcy Code, pursuant to Bankruptcy Code §364(d)(1), the Postpetition Liens shall be senior in priority and superior to any security, mortgage, collateral interest, lien or claim on or to any of the Collateral.
Superpriority Claim	Upon entry of the Interim Order, the DIP Lender shall be granted, pursuant to section 364(c)(1) of the Bankruptcy Code, an allowed superpriority claim against each of the Debtors in the Chapter 11 Cases and any successor cases for all Postpetition Debt. To the extent permissible under the Bankruptcy Code, the superpriority claim shall be subordinate only to the Postpetition Liens. To the extent permitted by the Bankruptcy Code, the superpriority claim (a) shall otherwise have priority over any and all administrative expense claims and unsecured claims against the Debtors or their estates in the Chapter 11 Cases and any successor cases, at any time existing or arising, of any kind or nature whatsoever, including, without limitation, administrative expenses of the kinds specified in or ordered pursuant to Bankruptcy Code sections 105, 326, 328, 330, 331, 365, 503(a), 503(b), 506(c), 507(a), 507(b) (except as set forth in the Interim Order), 546(c), 546(d), 726 (to the extent permitted by law), 1113 and 1114, and any other provision of the Bankruptcy Code, as provided under section 364(c)(1) of the Bankruptcy Code; and (b) shall at all times be senior to the rights of the Debtors and their estates, and any successor trustee or other estate representative to the extent permitted by law.
Events of Default	<p>One or more of the following events shall constitute an "Event of Default":</p> <ul style="list-style-type: none"> • (a) the Borrowers shall fail to pay any principal or interest of the Postpetition Debt or any fee or any other amount of the Postpetition Debt when and as the same shall become due and payable, whether at the due date thereof or at a date fixed for prepayment thereof, by acceleration or otherwise. • (b) any representation or warranty made or deemed made by or on behalf of the Borrowers or in connection with any Postpetition Document or any amendment or modification of any Postpetition Document or waiver under such Postpetition Document, or in any report, certificate, financial statement or other document furnished pursuant to or in connection with any Postpetition Document or any amendment or

modification thereof or waiver thereunder, shall prove to have been incorrect in any material respect when made or deemed made (unless such representation or warranty was already qualified by materiality, in which case such representation or warranty shall simply have been true and correct).

- (c) the Borrowers shall fail to observe or perform any covenant or condition the DIP Credit Agreement.
- (d) the Borrowers shall fail to observe or perform any covenant, condition or agreement contained in the Postpetition Credit Term Sheet or any other Postpetition Document, and such failure shall continue unremedied for a period of 30 days after the earlier to occur of (1) notice thereof from the DIP Lender to the Borrowers or (2) a responsible officer of the Borrowers otherwise becoming aware of such default.
- (e) except as a result of the commencement of the Bankruptcy Cases, and to the extent the relevant holders remain subject to the automatic stay imposed thereby, the Borrowers shall fail to make any payment (whether of principal or interest and regardless of amount) in respect of any material indebtedness, when and as the same shall become due and payable.
- (f) except as a result of the commencement of the Bankruptcy Cases, and to the extent the relevant holders remain subject to the automatic stay imposed thereby, any event or condition occurs that results in any material indebtedness becoming due prior to its scheduled maturity or that enables or permits (with or without the giving of notice, the lapse of time or both) the holder or holders of any material indebtedness or any trustee or agent on its or their behalf to cause any material indebtedness to become due, or to require the redemption thereof or any offer to redeem to be made in respect thereof, prior to its scheduled maturity or require the Borrowers to make an offer in respect thereof provided that this shall not apply to secured Debt that becomes due as a result of the voluntary sale or transfer of the property or assets securing such Debt.
- (g) the Bankruptcy Court shall enter, or the Borrowers shall seek or support the entry of, any order:
 - (i) amending, supplementing, altering, staying, vacating, rescinding or otherwise modifying the Interim Order, the Final Order, the Sales Procedure Order or any other order in any manner which could reasonably be expected to result in a Material Adverse Effect,
 - (ii) appointing: a Chapter 11 trustee that is not

appointed as a result of a motion filed by the DIP Lender: or a responsible officer or an examiner pursuant to Section 1104 of the Bankruptcy Code with enlarged powers relating to the operation of the business of the Borrower (powers beyond those set forth in Section 1106(a)(3) and (4) and 1106(b) of the Bankruptcy Code) in the Bankruptcy Cases, unless such motion is agreed to by the DIP Lender

- (iii) dismissing the Bankruptcy Case or converting the Bankruptcy Case to a Chapter 7 case,
 - (iv) granting relief from the automatic stay under Section 362 of the Bankruptcy Code to the holder of any claim against the Borrower, which order enables the holder of such claim to exercise any right or remedy against any property of the Borrowers, or
 - (v) except with respect to the proposed 363 Sale, approving the sale, transfer, lease, exchange, alienation or other disposition of all or substantially all of the assets, properties or equity interests of the Borrowers and their affiliates pursuant to Section 363 of the Bankruptcy Code or otherwise, without the consent of the DIP Lender and approval of the Bankruptcy Court.
- (h) The Borrowers or any affiliate shall seek to, or shall support (in any such case by way of motion or other pleading filed with the Bankruptcy Court or any other writing to another party-in-interest executed by or on behalf of the Borrowers or any affiliate) any other Person's motion to, disallow in whole or in part the DIP Lender's claims or to challenge the validity and enforceability of the DIP Liens.
 - (i) An application shall be filed by the Borrowers for the approval of, or there shall otherwise arise, any other superpriority claim in the Bankruptcy Cases which is *pari passu* with or senior to the claims of the DIP Lender against the Borrowers unless after giving effect to the transactions contemplated by such application, all secured obligations (whether contingent or otherwise) shall be paid in full in cash. The entry of an order authorizing the obtaining of credit or the incurrence of Debt by the Borrowers that is secured by a Lien on any or all of the Collateral, which is senior to or *pari passu* with the security interests and liens against the Collateral that is granted to the DIP Lender.

- (j) From and after the date of entry thereof, the Interim Order shall cease to be in full force and effect (or shall have been vacated, stayed for a period in excess of five (5) days, reversed, modified or amended), in each case without the consent of the DIP Lender, and the Final Order shall not have been entered prior to such cessation (or vacatur, stay, reversal, modification or amendment).
- (k) The Final Order shall not have been entered by the Bankruptcy Court on or before thirty (30) days after the Filing Date; or from and after the date of entry thereof, the Final Order shall cease to be in full force and effect (or shall have been vacated, stayed for a period in excess of five (5) days, reversed, modified or amended), in each case without the consent of the DIP Lender.
- (l) The Borrowers shall make any payment on any Debt incurred before the Filing Date, other than as permitted under the Interim Order of Final Order, the DIP Budget, or as permitted hereunder and other than any payment of any Debt owing to the Borrower and any payment approved by the Bankruptcy Court of any Debt.
- (m) The Borrowers shall fail to comply with the terms of the Interim or Final Orders.
- (n) Any final judgments shall be entered against the Borrowers, any Debtor Affiliate, or any non-Debtor affiliate that owns an interest in the Collateral after the Filing Date and shall not have been paid, discharged or vacated or had execution thereof stayed pending appeal within thirty days after entry or filing of such judgments; or there shall be entered against the Borrowers or any affiliate a nonmonetary judgment, order or decree with respect to any claim or liability that accrued after the Filing Date which has or could be reasonably expected to have a material adverse effect, and there shall be any period of thirty consecutive days during which a stay of enforcement of such judgment, decree or order, by reason of a pending appeal or otherwise, shall not be in effect.
- (o) The Postpetition Documents after delivery thereof shall for any reason, except to the extent permitted by the terms thereof, cease to be in full force and effect and valid, binding and enforceable in accordance with their terms against the Borrowers or shall be repudiated by any of them, or cease to create a valid and perfected Lien of the priority required thereby on any of the collateral purported to be covered thereby, except to the extent permitted by the terms of the DIP Credit Agreement, or the Borrowers or any affiliate shall so

state in writing.

- (p) The commencement of any action against the DIP Lender by or on behalf of the Borrowers or any of its affiliates or any of their respective agents.
- (q):
 - (i) The Debtors' retention of Loretta Cross (or such other person the DIP Lender may consent to, in its sole discretion) as CRO shall not have been approved by the Bankruptcy Court within thirty (30) days of the Filing Date; or
 - (ii) Loretta Cross (or such other person the DIP Lender may consent to, in its sole discretion) shall cease to serve as the CRO of the borrowers and is not replaced within seven (7) days by a person acceptable to the DIP Lender.
- (r) The entry of an order authorizing recovery by any person from the Collateral or any adequate protection liens granted with respect thereto for any costs of preservation or disposition thereof under Section 506(c) of the Bankruptcy Code or (except as provided in the Final Order) authorizing the use of cash collateral without consent in writing by the DIP Lender. The entry of an order granting adequate protection with respect to pre-petition indebtedness (other than as provided in the Interim Order or the Final Order, or as otherwise approved by the DIP Lender and the Bankruptcy Court). Notwithstanding the foregoing, it shall only be a default hereunder if the lien of the DIP Lender is impaired or if the Debtors are required to make payments out of the DIP loan proceeds or the Collateral which are neither in the budget approved by the DIP Lender or otherwise consented to by the DIP Lender. It is expressly understood that the granting of a lien junior to the DIP Lender shall not be considered an impairment.
- (t) The filing by the Borrowers or any affiliate of any motion or proceeding which could reasonably be expected to result in material impairment of the DIP Lender's rights under this agreement; or a final determination by the Bankruptcy Court (or any other court of competent jurisdiction) with respect to any motion or proceeding brought by any other party which results in any material impairment of the DIP Lender's rights under this agreement.
- (u) The Borrower shall file, support, or seek confirmation of a plan of reorganization or liquidation, or such plan of reorganization or liquidation shall be confirmed in any of the Bankruptcy Cases, which does not provide for both termination of the Commitment and

	<p>payment in full of the DIP Obligations in cash on the effective date of such plan, without the prior written consent of the DIP Lender.</p> <ul style="list-style-type: none"> • (v) The entry of an order dismissing any of the Bankruptcy Cases that does not provide for the termination of the commitment and payment in full of the Postpetition debt in cash prior to dismissal, without the prior written consent of the DIP Lender; and • (w) Any motions to sell the Collateral or approve procedures regarding the same, any plan or disclosure statement or supplements or amendments thereto, or any orders approving or amending any of the foregoing, are not in form and substance reasonably acceptable to the DIP Lender. • (x) a statutory receiver other than Loretta Cross (or such other person to whom the DIP Lender may consent, in its sole discretion) is appointed.
Rights and Remedies Upon Event of Default	<p>Immediately upon the occurrence and during the continuation of an Event of Default, the DIP Lender may declare</p> <ul style="list-style-type: none"> • all Postpetition Debt owing under the Postpetition Documents to be immediately due and payable, • (ii) the termination, reduction or restriction of any further commitment to extend credit to the Debtors to the extent any such commitment remains, • (iii) the termination of the DIP Credit Agreement and any other Postpetition Documents as to any future liability or obligation of the DIP Lender, but without affecting any of the Postpetition Liens or the Postpetition Obligations, and/or • (iv) the termination, reduction or restriction on the ability of the Debtors to use any Cash Collateral.
Budget and Reporting Provisions	<p>The proceeds of loans made under the DIP Facility may only be used to pay those costs and expenses contained in the DIP Budget, at the times and for the purposes identified in such DIP Budget. Unfavorable variances of more than 10% on budgeted expense amounts will require advance approval from DIP Lender. Such approval will not be unreasonably withheld. Emergency expense requests will be submitted to DIP Lender as soon as practical for DIP Lender's approval., provided however, that expenditures required to be made to prevent imminent physical injuries to employees or immediate damage to the environment may be made to the extent of the availability under the DIP Facility prior to approval out of Available Cash. The DIP Budget, and any modification to or amendment or update of the DIP Budget, shall be in form and substance acceptable to the DIP Lender, in their sole and</p>

	<p>absolute discretion. The DIP Budget may be amended or modified in writing from time to time only with the written consent of the DIP Lender, in its sole and absolute discretion, and such amendment or modification shall not require the consent of the U.S. Trustee or approval of the Court. The Debtors shall update the DIP Budget from time to time, with such changes to be made promptly upon learning of a material change in expected revenues or expenses, and in any event at least once per month (provided that any update shall be in form and substance acceptable to the DIP Lender in their sole and absolute discretion, and shall be only deemed to be amended or modified based on their written consent), in accordance with the DIP Loan Documents. Any such modification of the DIP Budget, other than regular updates, shall be filed with the Court</p>
Sale Milestones	<p>The DIP Credit Agreement requires the Debtors to comply with the following milestone deadlines:</p> <ol style="list-style-type: none"> 1. Within 15 days after the Filing Date (or such later date as the DIP Lender shall agree, in its sole discretion), the Debtors shall have filed a motion seeking approval to engage an investment banker or broker to sell the assets. 2. Within the earlier of: (1) 30 days after filing a motion to hire an investment banker; or (2) 45 days of the Filing Date (or such later date as the DIP Lender shall agree, in its sole discretion), the Debtors shall have filed a motion for a Sale Process Order. 3. A bid deadline (the "Bid Deadline") for the receipt of qualified bids from qualified bidders shall have occurred on or before the 120th day after the motion to engage an investment banker (or such later date as the DIP Lender shall agree, in its sole discretion). 4. Auction to be held on the 121st day after the motion to engage an investment banker/broker, unless such day is a legal holiday or weekend in which case the Auction shall be held on the next regular business day 5. Closing as soon as practical following court approval, with payment of all amounts under the DIP Facility to be paid at closing.

Defined Terms

Terms used herein shall have the same meaning attributed to those terms in the DIP Motion or DIP Order.

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