OIL, GAS AND MINERAL LEASE SYEAR 5 YEAR TERM

28th April THIS AGREEMENT made this. D. H. Lovelady, Karl C. Harrison, W. E. Lovelady III, Louise Lovelady, Scott Lovelady, and Lucille Lovelady

lessor (whether one or more), whose address is: C/o D.H. Lovelady, P.O. Box 81, Montevallo, Alabama 35115 and Joe B. Hanna, 1132 United Founders Tower, Oklahoma City, Oklahoma 73112, lessee, WITNESSETH:

1. Lesson in consideration of Ten and More - - - - - - - of which is bereby acknowledged, and of the covenants and agreements of lessee hereinafter contained, does hereby grant, lease and let unto lessee the land covered hereby for the purposes and with the exclusive right of exploring, drilling, mining and operating for, producing and owning oil, gas, sulphur and all other minerals (whether or not similar to those mentioned), together with the right to make surveys on said land, lay pipe lines, establish and utilize facilities for surface or subsurface disposal of salt water, construct roads and bridges, dig canals, build tanks, power stations, power lines, telephone lines, employee houses and other structures on said land, necessary or useful in lessee's operations in exploring, drilling for, producing, treating, storing and transporting minerals

County of

Shelby

Alabama

and is described as follows:

C-11-72

TOWNSHIP 22 SOUTH, RANGE 3 WEST

Section 7: The SE宏 SE宏

Section 8: The St SWt and that part of the SWt SEt lying West of McHenry Creek

Section 17: The NWk; Nk; Nk NWk NEk and that part of NEk NWk lying East of the

creek; that part of the SE NW lying East of the Montevallo-Dogwood

Road and that part of the SW NEZ lying West of McHenry Creek

Section 18: Et NE

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Shelby Cnty Judge of Probate, AL

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pose of determining the amount of any bonus, delay rental or other payment hereunder, said land shall be deemed to contain ___334.00 whether actually containing more or less, and the above recital of acreage in any tract shall be deemed to be the true acreage thereof. Lessor accepts the bonus and agrees to accept the delay rental as lump sum considerations for this lease and all rights, and options hereunder.

2. Unless scoper terminated or longer kept in force under other provisions hereof, this lease shall remain in force for a term of XXXXX years from the date hereof, hereinafter called "primary term", and as long thereafter as operations, as hereinafter defined, are conducted upon said land with no cessation for more than ninety (90) consecutive days.

3. As royalty, lessee covenants and agrees: (a) To deliver to the credit of lessor, in the pipe line to which lessee may connect its wells, the equal one. eighth part of all oil produced and saved by lessee from said land, or from time to time, at the option of lessee, to pay lessor the average posted market price of such che-eighth part of such oil at the wells as of the day it is run to the pipe line or storage tanks, lessor's interest, in either case, to bear one-eighth of the cost of treating oil to render it marketable pipe line oil; (b) To pay lessor on gas and casinghead gas produced from said land (1) when sold by lessee, one-eighth of the amount realized by lessee, computed at the mouth of the well, or (2) when used by lessee off said land or in the manufacture of gasoline or other products, the market value, at the mouth of the well, of one-eighth of such gas and casinghead gas; (c) To pay lessor on all other minerals mined and markered or unliked by lessee from said land, one-tenth either in kind or value at the well or mine at lessee's election, except that on sulphur mined and marketed the royalty shall be one dollar (\$1.00) per long ton. If, at the expiration of the primary term or at any time or times thereafter, there is any well on said land or on lands with which said land or any portion thereof has been pooled, capable of producing gas or any other mineral covered hereby, and all such wells are shut-in, this lesse shall, nevertheless, continue in force as though operations were being conducted on said land for so long as wells are shut-in, and thereafter this lease may be continued in force as if no shut-in had occurred. Lessee covenants and agrees to use reasonable diligence to produce, utilize, or market the minerals capable of being produced from said wells, but in the exercise of such diligence, lessee shall not be obligated to astall or furnish facilities other than well facilities and ordinary lease facilities of flow lines, separator, and lease tank, and shall not be required to settle labor trouble or to market ras upon terms unacceptable to lessee. If, at any time or times after the expiration of the primary term, all such wells are shut-in for a period of ninety consecutive days, and during such time there are no operations on said land, then at or before the expiration of said ninety day period, lessee shall pay or tender. by check or draft of lessee, as royalty, a sum equal to the amount of annual delay rental provided for in this lease. Lessee thall make like payments or tenders at or before the end of each anniversary of the expiration of said ninety day period if upon such anniversary this least is being continued in force solely by reason of the provisions of this paragraph. Each such payment or tender shall be made to the parties who at the time of payment would . be entitled to receive the royalties which would be paid under this lease if the wells were producing, and may be deposited in a depository bank provided for below. Nothing herein shall impair lessee's right to release as provided in paragraph 5 hereof. In event of assignment of this lease in whole or in part, liability for payment beteunder shall rest exclusively on the then owner or owners of this lease, severally as to acreage owned by each.

4. Lesses is hereby granted the right, at its option, to pool or unitize all or any part of said land and of this lease as to any or all runerals or horizons thereunder, with other lands, lease or leases, or portion or portions thereof, or mineral or horizon thereunder, so as to establish units containing not more than 80 surface acres plus 10% acreage tolerance; provided, however, a unit may be established or an existing unit may be enlarged to contain not more than 640 acres clus 10% acreage tolerance, if unitized only as to gas or only as to gas and liquid hydrocarbons (condensate) which are not a liquid in the subsurface reserveir. If larger units are required, under any governmental rule or order, for the drilling or operation of a well at a regular location, or for obtaining maximum allowable, from any well to be drilled, drilling, or already drilled, any such unit may be established or enlarged, to conform to the size required by such governmental order or rule. Lessee shall exercise said option as to each desired unit by executing an instrument identifying such unit and filing it for record in the public office in which this lease is recorded. Each of said options may be exercised by lessee from time to time, and whether before or after production has been established either on said land or on the portion of said land included in the unit or on other land unitized therewith and any such unit may include any well to be drilled, being drilled or already completed. A unit established hereunder shall be valid and effective for all purposes of this lease even though there may be land or mineral, royalty or leasehold interests in land within the unit which are not pooled or unitized. Any operations conducted on any part of such unitized land shall be considered, for all purposes, except the payment of royalty, operations conducted under this lease. There shall be allocated to the land covered by this lease included in any such unit that proportion of the total production of unitized minerals from wells in the unit, after deducting any used in lease or unit operations, which the number of surface acres in the land covered by this lease included in the unit bears to the total number of surface acres in the unit. The production so allocated shall be considered for all purposes, including the payment or delivery of royalty, overriding royalty, and any other payments out of production, to be the entire production of unitized minerals from the portion of said land covered hereby and included in such unit in the same manner as though produced from said land under the terms of this lease. The owner of the reversionary estate of any term royalty or initiate agrees that the accrual of royalties pursuant to this paragraph or of shut-in royalties from a well on the unit shall satisfy any limitation of term requiring production of oil or gas. The formation of such unit shall not have the effect of changing the ownership of any delay rental or shut-in production royalty which may become payable under this lease. Neither shall it impair the right of lessee to release from this lease all or any portion of said land, except that leaves may not so release as to lands within a unit while there are operations thereon for unitized minerals unless all pooled leases are released as to lands within the unit. Lessee may dissolve any unit established hereunder by filing for record in the public office where this lease is recorded a declaration to that effect. If at that time no operations are being conducted thereon for unitized minerals. Subject to the provisions of this paragraph 4, a unit once established beremader shall remain in force so long as any lease subject thereto shall remain in force. A unit may be so established, modified or dissolved during the life of this lease.

5. If operations are not conducted on said land on or before the first anniversary date hereof, this lease shall terminate as to both parties, unless lessee

on or before said date shall, subject to the further provisions hereof, pay or tender to lessor's credit in the Merchants and Planters

Bank at Montevallo, Alabama 35115

or its successors, which shall continue as the depository, regardless of changes in ownership of delay rental, royalties, or other moneys, the sum of

334.00 ____, which shall operate as delay rental and cover the privilege of deferring operations for one year from said date. In like manner and upon like payments or tenders, operations may be further deferred for like periods of one year each during the primary term. If at any time that lesses pays or tenders delay rental, royalties, or other moneys, two or more parties are, or claim to be, entitled to receive same, lessee may, in lieu of any other method of payment herein provided, pay or tender such rental, royalties, or moneys, in the manner herein specified, either jointly to such parties or separately to each in accordance with their respective ownerships thereof, as lessee may elect. Any payment hereunder may be made by check or draft of lessee deposited in the mail or delivered to lessor or to a depository bank on or before the last date of payment. Said delay rental shall be apportionable as to said land on an acreage basis, and a failure to make proper payment or tender of delay rental as to any portion of said land or as to any interest therein shall not affect this lease as to any portion of said land or as to any interest therein as to which proper payment or tender is made. Any payment or tender which is made in an attempt to make proper payment, but which is erroneous in whole or in part as to parties, amounts, or depository, shall nevertheless be sufficient to prevent termination of this lease and to extend the time within which operations may be conducted in the same manner as though a proper payment had been made; provided, however, lessee shall correct such error within thirty (30) days after lessee has received written notice thereof from lessor. Lessee may at any time and from time to time execute and deliver to lessor or file for record a release or releases of this lease as to any part or all of said land or of mineral or horizon thereunder, and thereby be relieved of all obligations as to the released acreage or interest. If this lease is so released as to all minerals and horizons under a portion of said land, the delay rental and other payments computed in accordance therewith shall thereupon be reduced in the proportion that the acreage released bears to the acreage which was covered by this lease immediately prior to such release.

6. If at any time or times during the primary term operations are conducted on said land and if all operations are discontinued, this lease shall thereafter terminate on its anniversary date next following the ninetieth day after such discontinuance unless on or before such anniversary date lessee either (1) conducts operations of (2) commences or resumes the payment or tender of delay rental; provided, however, if such anniversary date is at the end of the primary term, or if there is no further anniversary date of the primary term, this lease shall terminate at the end of such term or on the ninetieth day after discontinuance of all operations, whichever is the later date, unless on such later date either (1) lessee is conducting operations or (2) the shut-in well provisions of paragraph 3 or the provisions of paragraph 11 are applicable. Whenever used in this lease the word "operations" shall mean operations for and any of the following: drilling, testing, completing, reworking, recompleting, deepening, plugging back or repairing of a well in search for or in an endeavor to obtain production of cil, gas, sulphur or other minerals, excavating a mine, production of oil, gas, sulphur or other mineral, whether or not in paying quantities.

7. Lessee shall have the use, free from royalty of water, other than from lessor's wells, and of oil and gas produced from said land in all operations hereunder. Leave thall have the right at any time to remove all machinery and fixtures placed on said land, including the right to draw and remove casing. No well shall be delined nearer than 200 feet to the house or barn now on sold land without the consent of the lessor. Lessee shall pay for damages caused by its rops and timber on said land. operations to

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LOUISE LOVELADY to me known to be the person described in and who executed the

instrument on the day and year therein mentioned.

Given under my hand and official seal, this

foregoing instrument and she acknowledged before me that, being informed of the

contents of the same, she voluntarily signed and delivered the within and foregoing

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8. The right: e of any party hereto may be assigned from time whole or in part and as to any mineral or horize the covenants, obligations, and one of this lease shall extend to and be hinding parties hereto, their heirs, successors, assigns, and soccessors assigns, and soccessors assigns, and soccessors assigns. No change or division in the ownership of said land, royalties, delay rental, or other moneys, or any part thereof, howsoever effected, shall increase the obligations

or diminish the rights of lessee, including, but not limited to, the location and drilling of wells and the measurement of production. Notwithstanding any other

actual or constructive knowledge or notice thereof of or to lessee, its successors or assigns, no change or division in the ownership of said land or of the

royalties, delay rental, or other moneys, or the right to receive the same, howsoever effected, shall be binding upon the then record owner of this lease until

thirty (30) days after there has been furnished to such record owner at his or its principal place of business by lessor or lessor's heirs, successors, or assigns,

notice of such change or division, supported by either originals or duly certified copies of the instruments which have been properly filed for record and which

evidence such change or division, and of such court records and proceedings, transcripts, or other documents as shall be necessary in the opinion of such record

owner to establish the validity of such change or division. If any such change in ownership occurs by reason of the death of the owner, lessee may, neverthe-

less, pay or tender such royalties, delay rental, or other moneys, or part thereof, to the credit of the decedent in a depository bank provided for above. In

		Notary Public in and for
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	STATE OF A MANAGEMENT OF THE	
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C. CARROWS	in the state and country arotestic to the person desc	ribed in and who executed the lady. Guar-
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That, WHEREAS, that certain oil and gas lease, dated April 28, 1977	, from
D.H. Lovelady, Karl C. Harrison, W.E. Lovelady III, Louise Lovelady, Scott Lovelady and Lucille Lovelady	_, as Lessors
o <u>Joe B. Hanna</u> , as Lessee, recorded in Book, Page_	
f theRecords of <u>Shelby</u> County, <u>Alabama</u>	is owned by
Joe B. Hanna	
n so far as it covers the following described land in Shelby County, Alabam	1a
o-wit: TOWNSHIP 22 SOUTH, RANGE 3 WEST	
Section 7: SE表 SE表	
Section 8: S호 SW호 and that part of the SW호 SE호 lying West of McHenry Creek	<u>.</u>
Section 17: The NW눌 NW눌; N호 NW눌 NE눌 and that part of NE호 NW호 lying East of	the
creek; that part of the SEኒ NWኒ lying East of the Montevallo-Do	pood
Road and that part of the SW岩 NE岩 lying West of McHenry Creek	
Section 18: E½ NEŁ	

NOW, THEREFORE, in consideration of the sum of One Dollar (\$1.00) and other good and valuable considerations, we the undersigned

and each of us, do hereby ratify, approve, confirm, and adopt the above described oil and gas lease in so far as it covers the above described

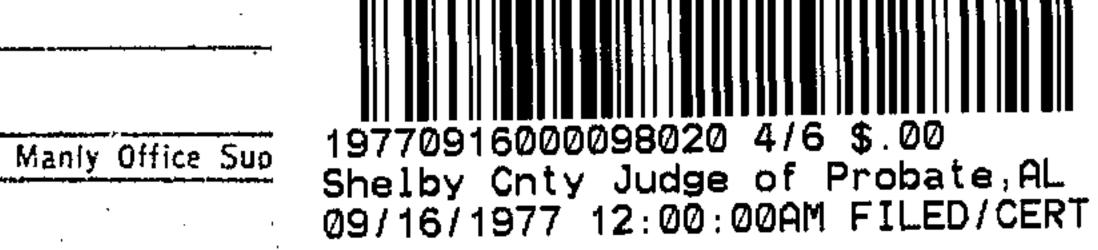
land, and do hereby lease, demise and let said land unto JOE B. Hanna subject to and under all of the terms and provisions of said lease, and as to said land, do hereby agree and declare that said lease is now in full force and effect; that payment has been duly made of the entire bonus consideration and all of the delay rentals necessary to extend said lease to the next rental paying date; and each of the undersigned agrees that any delay rentals which may be paid under the terms of said lease with respect to the above described land may be divided as follows:

CREDIT TO	XXXXXXXX DEPOSITORY	AMOUNT
D.H. Lovelady P.O. Box 81 Montevallo, Alabama 35115	Merchants & Planters Bank MONTEYALLO, AL 35115	\$111.33
Karl C. Harrison Columbiana, Alabama 35051	First National Bank of Columbiana Columbiana, Alabama 35051	\$111.33
W.E. Lovelady III Route I Box 54-E, Montevallo, Habama 35115	Merchants & Planters Bank Montevallo, Al. 25115	\$ 27 84
Louise Lovelady Laos Monarch Ave Birmingham, Al 35213	First N=tronal Bank of Birmingham Hoover Branch Birmingham, Al 35216	\$ 27.84
Scott Lovelady 1203 Monarch Ave. Birmingham, Al. 35213	First National Bank Hoover Branch Birmingham, Al. 1400ver Branch Birmingham, Al.	\$ 27.84
Lucille Lovelady sen Rd. #2000-14 Marie How Gan 30067	Security National Bank Powers Ferry 1-580-957795-01	\$ 27.84

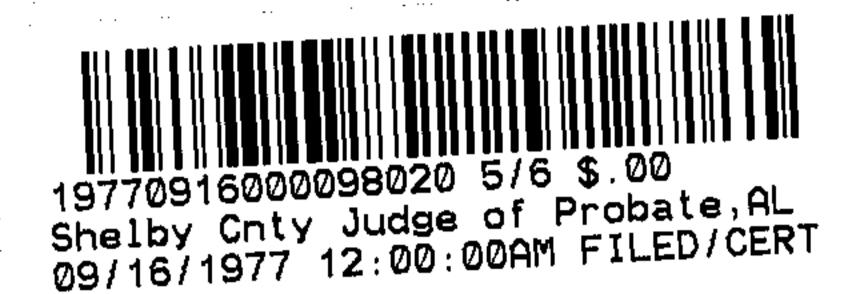
and that payment or tender, of the amount above set forth opposite his name, directly or to his credit in the depository bank at the times and in the manner specified in said lease will, as to his interest in the said land, extend said lease and continue the same in full force and effect according to its terms; provided, that if no amount is above set forth opposite his name, then payment of the amounts above set forth to the other parties, or their successors in interest, will so extend said lease. This instrument shall be fully binding upon, and effective as to the interest of, each of the above named persons who executes the same, without regard to execution or lack of execution by the others or by any other person whomsoever.

We, and each of us, hereby release and waive all rights of dower and homestead in the above identified land, and the provisions hereof thall be binding upon the heirs, legal representatives, successors, and assigns of each of us.

WITNESS our hands and seals this 28th	day of <u>April</u> , 19 77
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D. H. Lovelady	Karl C. Harrison
W.E. Sweldy II	Louise Lovelady
W.E. Lovelády III	Louise Lovelady //
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Scott Lovelady Scott Lovelady	Lucille Lovelady



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STATE OF ALABAMA

COUNTY OF SHELBY

I hereby certify, that on this day, before me, a Notary Public duly authorized in the state and county aforesaid to take acknowledgments, personally appeared D. H. LOVELADY AND KARL C. HARRISON to me known to be the persons described in and who e executed the foregoing instrument and they acknowledged before me that, being informed of the contents of the same, they voluntarily signed and delivered the within and foregoing instrument on the day and year therein mentioned.

	Given under my hand and official seal, this / / day of
	Marthe Dance
	Notary Public in and for Shelby
	My commission expires 775/80 County, Alabama
	STATE OF V (COLYMPIC)
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ラ	COUNTY OF MILLS
ピピ	I hereby certify, that or this day, before me, a Notary Public duly authorized
=======================================	in the state and county aforesaid to take acknowledgments, personally appeared
	W. E. LOVELADY III to me known to be the person described in and who executed the
	foregoing instrument and he acknowledged before me that, being informed of the contents of the same, he voluntarily signed and delivered the within and foregoing
	instrument on the day and year therein mentioned.
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	Given under my hand and official seal, this Sold day of
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	Notary Public in and for
•	My commission expires // /// County, Ala
	STATE OF Alana
	COUNTY OF # Shells
	I hereby certify, that on this day, before me, a Notary Public duly authorized
	in the state and county aforesaid to take acknowledgments, personally appeared LOUISE LOVELADY to me known to be the person described in and who executed the
	foregoing instrument and she acknowledged before me that, being informed of the
	contents of the same, she voluntarily signed and delivered the within and foregoing
	instrument on the day and year therein mentioned.
	Given under my hand and official seal, this the day of the limit,

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STATE OF MANNEY	
COUNTY OF Shelle	
I hereby certify, that on this day, before me, a Notary Public duly authorized in the state and county aforesaid to take acknowledgements, personally appeared Edith Low o me known to be the person described in and who executed the lady, Guar foregoing instrument and he acknowledged before me that, being informed of the dian of contents of the same, he voluntarily signed and delivered the within and foregoing Scott instrument on the day and year therein mentioned. Lovelady	r
Given under my hand and official seal, this 56 day of 1977.	
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My commission expires County,	
1977 SEP 16 AM 11: 10	
STATE OF MONTH DECR 24 1,50	
COUNTY OF SILLS I CERTIFY THIS Mercual 16,70	-
I hereby certify, that on this day, before me, a Notary Public duly authorized in the state and county aforesaid to take acknowledgments, personally appeared LUCILLE LOVELADY to me known to be the person described in and who executed the	
foregoing instrument and she acknowledged before me that, being informed of the contents of the same, she voluntarilly signed and delivered the within and foregoing instrument on the day and year therein mentioned.	
Given under my hand and official seal, this of ay of 1977.	
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