

9. The breach by Lessee of any obligation hereunder shall not constitute a forfeiture or termination of this lease nor be cause for cancellation hereof in whole or in part save as herein expressly provided. If the obligation should require the drilling of a well or wells, Lessee shall have ninety (90) days after the receipt of written notices by Lessee from Lessor specifically stating the breach alleged by Lessor within which to begin operations for the drilling of any such well or wells; and the only penalty for failure so to do shall be the termination of this lease save as to forty (40) acres for each well being worked on or producing oil or gas, to be selected by Lessee so that each (40) acre tract will embrace one such well. After the discovery of oil, gas or other mineral in paying quantities on said premises, Lessee shall reasonably develop the acreage retained hereunder, but in discharging this obligation it shall in no event be required to drill more than one well per forty (40) acres of the area retained hereunder and capable of producing oil, gas or other mineral in paying quantities.

10. Lessor hereby warrants and agrees to defend the title to said land and agrees that Lessee at its option may discharge any tax, mortgage or other lien upon said land, either in whole or in part, and in event Lessee does so, it shall be subrogated to such lien with right to enforce same and apply rentals and royalties accruing hereunder toward satisfying same. Without impairment of Lessee's rights under the warranty in event of failure of title, it is agreed that if Lessor owns an interest in said land less than the entire fee simple estate, then the royalties and rentals to be paid Lessor shall be reduced proportionately. Failure of Lessee to reduce rental paid hereunder shall not impair the right of Lessee to reduce royalties. All royalty interest covered by this lease (whether or not owned by lessor) shall be paid out of the royalty herein provided.

11. Should Lessee be prevented from complying with any express or implied covenant of this lease, from conducting drilling or reworking operations thereon or from producing oil or gas therefrom by reason of scarcity of or inability to obtain or to use equipment or material, or by operation of force majeure, or any Federal or state law or any order, rule or regulation of governmental authority, then while so prevented, Lessee's obligation to comply with such covenant shall be suspended, and Lessee shall not be liable in damages for failure to comply therewith; and this lease shall be extended while and so long as Lessee is prevented by any such cause from conducting drilling or reworking operations on or from producing oil or gas from the leased premises; and the time while Lessee is so prevented shall not be counted against Lessee, anything in this lease to the contrary notwithstanding.

12. The undersigned Lessor, for himself and his heirs, successors and assigns, hereby surrenders and releases all rights of homestead in the premises herein described, in so far as said rights of homestead may in any way affect the purpose for which this lease is made as recited herein, and agrees that the annual drilling deferment rental payments made to Lessor as herein provided will fully protect this lease as to the full interests of the undersigned.

In WITNESS WHEREOF, this instrument is signed, sealed and delivered on the date first above written

WITNESS

Vestula V. Thompson (SEAL)
Vestula V. Thompson S.S.#
John H. Thompson III (SEAL)
John H. Thompson III S.S.#
Sherry K. Thompson (SEAL)
Sherry K. Thompson
Penny Elizabeth Gallups (SEAL)
Penny Elizabeth Gallups S.S.#
Randy Gallups (SEAL)
Randy Gallups
Lessor.

STATE OF ALABAMA
COUNTY OF SHELBY
I, NOLAN H. ROBERTSON a Notary Public in and for said County, in said State, hereby certify that
Vestula V. Thompson, widow; John H. Thompson, III, and wife, Sherry K. Thompson;
Penny Elizabeth Gallups, and husband, Randy Gallups

BOOK 326 PAGE 731
Who's name signed to the foregoing instrument, and
are known to me, acknowledged before me on this day, that, being informed of the contents of the instrument, they executed the same
voluntarily on the day the same bears date.
Given under my hand and Official Seal, this 30 day of April A. D. 1980
Nolan H. Robertson
Notary Public in and for
State of Alabama County,
ALABAMA
MY COMMISSION EXPIRES: 12-3-83

WIFE'S SEPARATE ACKNOWLEDGMENT
STATE OF ALABAMA
COUNTY OF SHELBY
I, Sherry K. Thompson a Notary Public in and for said County, in said State, do hereby certify that
on the 30 day of April, 1980, came before me the within named
Sherry K. Thompson, known to me to be the wife of the within named
John H. Thompson III, who being examined separate and apart from the husband, touching her
signature to the within instrument, acknowledged that she signed the same of her own free will and accord, and without fear, constraints or threats on the part
of her husband.
Given under my hand and Official Seal, this day of April, A. D. 1980.

19800605000061360 2/2 \$.00
Shelby Cnty Judge of Probate, AL
06/05/1980 12:00:00 AM FILED/CERT
Notary Public in and for
County,

Producers 88 Rev.
No. Oil, Gas and Mineral Lease
FROM
TO
Dated 19
No. Acres
County, Alabama
Term
This instrument was filed for record on the day of 19, at o'clock M., and duly recorded in Book Page records of this office.
By When recorded return to (Official Title)