## OIL, GAS AND MINERAL LEASE

The terms of the second of

the successors in interest of the heirs and devisees of Charles E. Little, including Felton Hammond and wife, Ruth H. Hammond; First-Knox National Bank of Mt. Vernon, Ohio, a corporation, as Trustee under the Will of Lucy Little Hammond for the use of grandchildren of Lucy Little Hammond, and others. and Amoco Production Company, P. O. Box 50379 New Orleans, Lr. 70150 1. Lessor in consideration of Ten & No/100 Dollars & Other Valuable Considerations

Township 20 South, Range 2 East

), in hand paid, of the royalties herein provided, and of the agreement of Lessee herein contained, hereby grants, leases and lets explained unto Lessee for the purpose of investigating, explaining, prospecting, drilling and mining for and producing oil, gas and all other nucleals, laying pipe lines, building roads, tanks, power stations, telephone lines and other structures thereon to produce, save, take care of, treat, transport and own said

Section 23: The May, all the fractional part of the May, the Southgof the May, all the fractional part of the  $\mathbb{SE}_4^{\perp}$  of the  $\mathbb{SE}_4^{\perp}$ . Total 402 acres

The South  $\frac{1}{2}$ , the NN $\frac{1}{4}$ , the SN $\frac{1}{4}$  of the NE $\frac{1}{4}$ . Total 520 acres

Section 11: The Nest of the SW., the NW. Total 240 acres

products, and housing its employees, the following described land in .....

Section 10: The SE4, the East of the SW4, the South of the NE4. Total 320 acres

The Lessors and the Lessee herein agree that all payments of bonus money, rentals, & royal for this lease shall be made by draft made payable to the Estate of Charles E. Little and to be received by the Auburn National Bank of Auburn, Alabama.

> 19800609000062470 Pg 1/13 .00 Shelby Cnty Judge of Probate, AL

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It is agreed between the parties hereto that this lease does not cover nor include coal. iron ore, or other minerals which are mined by the open pit or shaft method.

herein stated, all the land owned or claimed by Lessor, adjacent or contiguous to the land particularly described above, whether the same be in said section or sections, grant or grants, or in adjacent sections or grants, although not included within the boundaries of the land particularly described above. For the purpose of determining the amount of any money payment hereunder, the lands herein described shall be treated as comprising \_acres, whether there be more

It is the intention of Lessor and Lessee that this lease shall also include, and there is hereby included, granted, leased and let, for the purposes and consideration

or less, and in the event of a partial assignment or surrender hereunder, the assigned or surrendered portion or portions shall be deemed to contain the number of acres stated in such assignment or surrender. 2. Subject to the other provisions herein contained, this lease shall be for a term of ten years from this date (called "primary term") and as long

~ 3. The royalties to be paid by Lessee are: (a) on oil, one-eighth (1/8) of that produced and saved from said land, the same to be delivered at the wells or

to the credit of Lessor into the pipeline to which the wells may be connected; Lessee may from time to time purchase any royalty oil in its possession, paying the market price therefor prevailing for the field where produced on the date of purchase, in either case such interest to bear its proportion of any expense of treating unmerchantable oil to render it merchantable as crude; (b) on gas, one-eighth (1/8) of the market value at the well of the gas used by Lessee in operations not connected with the land leased or any pooled unit containing all or a part of said land; the royalty on gas sold by Lessee to he one-eighth (1/8) of the amount realized at the well from such sales; (c) one-eighth (1/8) of the market value at the mouth of the well of gas used by Lessee in manufacturing gasoline or other by-products, except that in computing such value, there shall be excluded all gas or components thereof used in lease or unit operations; and (d) on all other minerals mined and marketed, one-tenth (1/10) 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 fifty cents (50c) per long ton. In the event that any well on the land or on property pooled therewith (or with any part thereof) wis capable of producing oil or gas or gaseous substances in paying quantities but such minerals are not being produced, then Lessee's rights may be maintained, in the absence of production or drilling operations, by commencing or resuming rental payments (herein sometimes referred to as shut in gas payments) as hereinafter provided in paragraph 6. Should such conditions occur or exist at the end of or after the primary term, or within sixty (60) days prior to the expiration thereof, Lessee's rights may be extended beyond and after the primary term by the commencement, resumption or continuance of such payments at the rate and in the manner herein provided for rental payments during the primary term, and for the purpose of computing and making such payments the expiration date of the primary term and each anniversary date thereof shall be considered as a fixed reptal paying date, and if such payments are made, it will be considered that oil or gas or gascous substance is being produced within the meaning of paragraph 2 hereof. Lessee shall have free use of oil, gas, coal, wood and water from said

land, except water from Lessor's wells, for all operations hereunder, and royalty on oil, gas and evel shall be computed after deducting any so used. 4. Lessee, at its option, is hereby given the right and power to pool or combine the acreage covered by this lease or any portion thereof with other land, lease or leases in the immediate vicinity thereof, when in Lessee's judgment it is necessary or advisable to do so in order properly to develop and operate said premises in compliance with any lawful spacing rules which may be prescribed for the field in which this lease is situated by any duly authorized authority, or when to do so would, in the judgment of Lessee, promote the conservation of the oil and gas in and under and that may be produced from said premises. Lessee shall execute in writing an instrument identifying and describing the pooled acreage. The cutire acreage so pooled into a tract or unit shall be treated, for all purposes except the payment of royalties on production from the pooled unit, as if it were included in this lease. If production is found on the pooled acreage, it shall be treated as if production is had from this lease, whether the well or wells be located on the premises covered by this lease or not. In lieu of the royalties elsewhere herein specified, Lessor shall receive on production from a unit so pooled only such portion of the royalty stipulated herein as the amount of his acreage placed in the unit or his royalty interest therein on an acreage basis bears to the total acreage so pooled in the particular

unit involved. 5. If operations for drilling are not commenced on said land or on acreage pooled therewith as above provided on or before one year from this date the lease shall then terminate as to both parties, unless on or before such anniversary date Lessee shall pay or tender to Lessor or to the credit of Lessor

Auburn National Bank in Auburn National Bank
(which bank and its successors are Lessor's agent and shall continue as the depository for all rentals payable bereunder regardless of changes in ownership One Thousand, Four Hundred, Eighty-Two & No/100 of said land or the rentals) the sum of...

(\$.1.482.00......), (herein called rental), which shall cover the privilege of deferring commencement of drilling operations for a period of twelve (12) months. In like manner and upon like payments or tenders annually the commencement of drilling operations may be further deferred for suocessive periods of twelve (12) months each during the primary term. The payment or tender of rental may be made by the check or draft of Lessee mailed or delivered to Lessor or to said bank on or before such date of payment. If such bank (or any successor bank) should fail, liquidate or be succeeded by another hank, or for any reason fail or refuse to accept rental, Lessee shall not be held in default for failure to make such payment or tender of rental until thirty (30) days after Lessor shall deliver to Lessee a proper recordable instrument, naming another bank as agent to receive such payments or tenders. The down cash payment is consideration for this lease according to its terms and shall not be allocated as mere rental for a period. Lessee may at any time or times execute and deliver to Lessor or to the depository above named or place of record a release or releases covering any portion or portions of the above described premises and thereby surrender this lease as to such portion or portions and be relieved of all obligations as to the acreage surrendered, and thereafter the rentals payable hereunder shall be reduced in the proportion that the acreage covered hereby is reduced by said release or releases.

6. If prior to discovery of oil, gas or other mineral on said land or on acreage pooled therewith Lessee should drill a dry hole or holes thereon, or if after discovery of oil, gas or other mineral, the production thereof should cease from any cause, this lease shall not terminate if Lessee commences additional drilling or reworking operations within 60 days thereafter or if it be within the primary term, commences or resumes the payment or tender of rentals or commences operations for drilling or reworking on or before the rental paying dute next ensuing after the expiration of 60 days from date of completion of dry hole or cessation of production. If at any time subsequent to sixty (60) days prior to the beginning of the last year of the primary term and prior to the discovery of oil, gas or other mineral on said land, or on acreage pooled therewith, Lessee should drill a dry hole thereon, no rental payment or operations are necessary in order to keep the lease in force during the remainder of the primary term. If at the expiration of the primary term, oil, gas or other mineral is not being produced on said land, or on acreage pooled therewith, but Lessee is then engaged in drilling or reworking operations thereon or shall have completed a dry hole thereon within sixty (60) days prior to the end of the primary term, the lease shall remain in force so long as operations are prosecuted with no cessation of more than sixty (60) consecutive days, and if they result in the production of oil, gas or other mineral, so long thereafter as oil, gas or other mineral is produced from said land or acreage pooled therewith. In the event a well or wells producing oil or gas in paying quantities should be brought in on adjacent land and within one hundred fifty (150) feet of and draining the leased premises, or acreage pooled therewith, Lessue agrees to drill such offset wells as a reasonably prudent operator would drill under the same or similar circumstances.

7. Lessee shall have the right at any time during or after the expiration of this lease to remove all property and fixtures placed by Lessee on said land, including the right to draw and remove all casing. When required by Lessor, Lessee will bury all pipe lines below ordinary plow depth, and no well shall be drilled within two hundred (200) feet of any residence or barn now on said land without Lessor's consent. Lessee shall be responsible for all damages caused by Lessee's operations hereunder other than damages necessarily caused by the exercise of the rights herein granted,

8. The rights of either party hereunder may be assigned in whole or in part, and the provisions hereof shall extend to their heirs, successors and assigns; but no change or division in ownership of the land, rentals or royalties, however accomplished, shall operate to enlarge the obligations or diminish the rights of Lessee; and no change or division in such ownership shall be binding on Lessee until thirty (30) days after Lessee shall have been furnished by registered U. S. mail at Lessee's principal place of business with a certified copy of recorded instrument or instruments evidencing same. In the event of assignment hereof in whole or in part liability for breach of any obligation hereunder shall rest exclusively upon the owner of this lease or of a portion thereof who commits such breach. In the event of the death of any person entitled to rentals hereunder, Lessee may pay or tender such rentals to the credit of the deceased or the estate of the deceased until such time as Lessee is furnished with proper evidence of the appointment and qualifications of an executor or administrator of the estate, or if there be none, then until Lessee is furnished with evidence satisfactory to it as to the heirs or devisees of the deceased, and that all debts of the estate have been paid. It at any time two or more persons be entitled to participate in the rental payable hereunder, Lessee may pay or tender said rental jointly to such persons or to their joint credit in the depository named herein; or, at Lessee's election, the proportionate part of said rental to which each participant is entitled may be paid or tendered to him separately or to his separate credit in said depository; and payment or tender to any participant of his portion of the rentals hereunder shall maintain this lease as to such participant. In event of assignment of this lease as to a segregated portion of said land, the rentals payable hereunder shall be apportionable as between the several leasehold owners ratably according to the surface area of each, and default in rental payment by one shall not affect the rights of other leasehold owners hereunder. If six or more parties become entitled to royalty hereunder. Lessee may withhold payment thereof unless and until furnished with a recordable instrument executed by all such parties designating an agent to reteive paragent for all.

thereafter as oil, gas or other mineral is produced from said land or lands with which said land is pooled hereunder.

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9. The breach by Lessee of any of ligation, becominder shall not week a forthe in part save as herein expressly provided. If the civilitation should request of written notices by Lessee from Lessor are, ficulty stating the breach ell or wells, and the only regally for failure so to do shall be the termination roducing oil or pas, to be selected by Lessee so that each forty (40) acrest paying quantities on said premises. Lessee shall reasonably develop the acrest exequired to drill more than one well per firts (40) acres of the area partities.	wire the bull us of a well or wells. Lesson shall have a alleged by Lessor within which to begin ejerations for a of this lesse save at to forty (40) acres for each tract will evaluate one such well. After the discovery of creaze acts and bacomoder, but in discharging this of ha	anets (90) days after the relating of any such well being worked on or or other mineral ation it shall in no event
10. Lessor hereby warrats and agrees to depend the title to said land on upon said land, either in whole or in patt, and in excit it wer does utals and regulties accrome herearder toward satisfying some. Without it agreed that if Lessor towns an indepent in said land been than the entire duced proportionately, hailing of lessoe to reduce restal paid become overed by this lesse (whether or not exceed by lesson) shall be paid out of the II. Should lessee be prevented from a uplying with any express or become or from praducing oil or cas therefrom by mason of scarcity of or its prevented.	s so, it slift is sobrogated to cuch lien with right to frequirment of Lessee's rights under the withouts in eacher shall restals to a der shall not copair the right of Lessee to reduce recording become provided.  Implied coveries of this lease, from conducting drilling inability to of this or to use equipment or material.	contact since and apply sent of failure of title, it be paid Letson shall be values. All recalty increst or rewarding operations or by operation of force
injense, or any lederal of state law or has eader, rule or regulation of poven overant shall be suspended, and be see shall not be liable in day less for a sessee is prevented by any such cause from conducting drilling or resconding take while Lessee is so presented shall not be counted against Lessee, anything law while the redering of Lessor, for himself and his heirs, successors and a crein described, in so for as said rights of homestead may in any way sait the arrangle of law in the redering in the said and the law and the result of the redering the redering the result of the redering the re	numental authority, then while so prevented, Lessee's obli- caline to congly therewiths and this ease could be exten- graphications on or from producing oil or nor from the grouns, lesse to the contrary natwithstanding, grouns, lessby carrenders and releases all rights of a affect the carriese for which this less in made as	cation to comply with such as aded while and so love as leased premises: and the socies as consected in the premises recited herein, and agrees
In WIINESS VOICESOF, this is unloom a second, read to be broad VITNESS:		
**** **** *** *** ** ** ** ** ** ** **	Lith Horana	(SEAL)
Liller M Buth	Butter F. Billen	
	Letter D. Train	(SEAL)
······································		(SEAL)
		**************************************
COUNTY OF HILL		
I, the undersigned, a Notary Publ certify that Felton Little Hammond and Ruth going instrument, and who are known to me, informed of the contents of the instrument day the same bears date.	n H. Hammond, whose names are signatured acknowledge before me on this da	gned to the fore- ate, that, being
Given under my hand and official	seal, this $/$ day of $(y)$	, 1980.
DEB RIME, Notary Public, State of Chio, inty Commission Expires 1-3-3-1	Notary Public	
STATE OF OHIO		
COUNTY OF Kind of the country of the		
I, the undersigned, a Notary Publ certify that Herbert L. Belden, whose name of Mount Vernon, Ohio, a national banking a the Will of Lucy Little Hammond for the use is known to me, acknowledged before me on this instrument, he, as such Trust Officer for and as the act of said national banking bears date.	as Trust Officer of First-Knox lassociation, which acts herein as of grandchildren of Lucy Little this day that, being informed of and with full authority, execute association as Trustee as of the	National Bank s Trustee under e Hammond, and who the contents of ed the same voluntar
Given under my hand and seal of o	office this 9 day of 47	, 1980.
IAN WATSON  Notary Politic, State of Ohio  My Commission Empires July 6, 1984	Notary Public	
STATE OF OHIO		
COUNTY OF)		
I, the undersigned, a Notary Publicertify that Land Notary Publicertify Fundament, and I would be acknowledged the contents of this instrument, he, as such same voluntarily for and as the act of said	, whose name as Secretary of F king association, is signed to t ged before me on this day that, the officer, and with full author	irst-Knox National he foregoing con- being informed of
Given under my hand and seal of c	office thisday of	, 1930.
Motorry C. Alie, Little of Chio	Notary Pullic	· 

## Chilly GAS ANT Milly Edictic MillASE

the successors in interest of the heirs and devisees of Charles E. Little, including C. Edward Clark and wife Ruth F. Clark; Elsie M. Clark; James Lewis Clark and wife Dorothy. Clark; Julia Ann Wear and husband William A. Wear; Mary Leigh Schensnol and husband John L. Schensnol, and others.

Lessor (whether one or more) whose address is:
and image Production Company, P. O. Box 50879 New Orleans, La. 70150
Lessee, WITNESSETH: 1. Lessor in consideration of Ten & No/100 Tollars & Other Valuable Considerations

), in hand paid, of the resulties berein provides, and of the agreement of Lessee Levels contained, hereby grants, has and lets exclusively unto Lessee for the purpose of investigating, exploring, prospecting, drilling and mining for and producing oil, gas and all other minerals, laying pipe lines, building roads, tanks, power stations, telephone lines and other structures thereon to produce, save, take care of, treat, transport and own said Shelby County, Alabama, to-wit: products, and housing its employees, the following described land in ......

## Township 20 South, Range 2 East

Section 23: The  $NM_{\pi}^{\frac{1}{2}}$ , all the fractional part of the  $SM_{\pi}^{\frac{1}{2}}$ , the South's of the  $SM_{\pi}^{\frac{1}{2}}$ , all the fractional part of the SEE of the SEE. Total 402 acres

Section 14: The South's, the Mas, the Sat of the AEt. Total 520 acres

Section 11: The West's of the S.I., the NII. Total 240 acres

Section 10: The Sat, the East's of the Sal, the South's of the NES. Total 320 acres

The Lessors and the Lessee herein agree that all payments of bonus money, rentals, & royalt for this lease shall be made by draft made payable to the Estate of Charles E. Little and i to be received by the Auburn National Bank of Auburn, Alabama.

It is agreed between the parties hereto that this lease does not cover nor include coal, iron ore, or other minerals which are mined by the open pit or shift method.

It is the intention of Lessor and Lessee that this lease shall also include, and there is hereby included, granted, leased and let, for the purposes and consideration herein stated, all the land owned or claimed by Lessor, adjacent or contiguous to the land particularly described above, whether the same be in said section or sections. grant or grants, or in adjacent sections or grants, although not included within the boundaries of the land particularly described above. For the purpose of determining

the amount of any money payment hereunder, the lands herein described shall be treated as comprising \_\_\_\_\_\_1.432.0.\_\_\_acres, whether there be more or less, and in the event of a partial assignment or surrender hereunder, the assigned or surrendered portion or portions shall be deemed to contain the number of acres stated in such assignment or sutrender. 2. Subject to the other provisions herein contained, this lease shall be for a term of ten years from this date (called "primary term") and as long

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4. Lessee, at its option, is hereby given the right and power to pool or combine the acreage covered by this lease or any portion thereof with other land, lease or leases in the immediate vicinity thereof, when in Lessee's judgment it is necessary or advisable to do so in order properly to develop and operate said premises in compliance with any lawful spacing rules which may be prescribed for the field in which this lease is situated by any duly authorized authority, or when to do so would, in the judgment of Lessee, promote the conservation of the oil and gas in and under and that may be produced from said premises. Lessee shall execute in writing an instrument identifying and describing the pooled acreage. The entire acreage so pooled into a tract or unit shall be treated, for all purposes except the payment of royalties on production from the pooled unit, as if it were included in this lease. If production is found on the pooled acreage, it shall be treated as if production is had from this lease, whether the well or wells be located on the premises covered by this lease or not. In lieu of the royalties elsewhere herein specified, Lessor shall receive on production from a unit so pooled only such portion of the royalty stipulated herein as the amount of his acreage placed in the unit or his royalty interest therein on an acreage basis bears to the total acreage so pooled in the particular unit involved.

5. If operations for drilling are not commenced on said land or on acreage pooled therewith as above provided on or before one year from this date the lease shall then terminate as to both parties, unless on or before such anniversary date Lessee shall pay or tender to Lessor or to the credit of Lessor

in AUDURN Hational Bank Bank at AUDURN ... Alabama (which bank and its successors are Lessor's agent and shall continue as the depository for all rentals payable hereunder regardless of changes in ownership of said land or the rentals) the sum of One Thousand, Four Hundred, Eighty-Iwo & No/100 (\$\frac{1}{2}.00\), (herein called rental), which shall cover the privilege of deferring commencement of drilling operations for a period of twelve (12) months. In like manner and upon like payments or tenders annually the commencement of drilling operations may be further deferred for successive periods of twelve (12) months each during the primary term. The payment or tender of rental may be made by the check or draft of Lessee mailed or delivered to Lessor or to said bank on or before such date of payment. If such bank (or any successor bank) should fail, liquidate or be succeeded by an-

other bank, or for any reason fail or refuse to accept rental. Lessee shall not be held in default for failure to make such payment or tender of rental until thirty (30) days after Lessor shall deliver to Lessee a proper recordable instrument, naming another bank as agent to receive such payments or tenders. The down cash payment is consideration for this lease according to its terms and shall not be allocated as mere rental for a period. Lessee may at any time or times execute and deliver to Lessor or to the depository above named or place of record a release or releases covering any portion or portions of the above described premises and thereby surrender this lease as to such portion or portions and be relieved of all obligations as to the acreage surrendered, and thereafter the rentals payable hereunder shall be reduced in the proportion that the acreage covered hereby is reduced by said release or releases.

6. If prior to discovery of oil, gas or other mineral on said land or on acreage pooled therewith Lessee should drill a dry hole or holes thereon, or if after discovery of oil, gas or other mineral, the production thereof should cease from any cause, this lease shall not terminate if Lessee commences additional drilling or reworking operations within 60 days thereafter or if it be within the primary term, commences or resumes the payment or tender of restals or commences operations for drilling or reworking on or before the rental paying date next ensuing after the expiration of 60 days from date of completion of dry bula or cessation of production. If at any time subsequent to sixty (60) days prior to the beginning of the last year of the primary term and prior to the discovery of oil, gas or afficer mineral on said land, or on acceage pooled therewith, Lessee should drill a dry bole thereon, no rental payment of or crations are neces my in order to keep the lease in force during the remainder of the primary term. If at the expiration of the primary term, oil, gis or other mineral is not being produced on said land, or on acreage pooled therewith, but Lessee is then engaged in drilling or reworking operations thereon or shall have completed a dry hole thereon within sixty (60) days prior to the end of the primary term, the lease shall remain in force so long as operations are prosecuted with no cessation of more than sixty (60) consecutive days, and if they result in the production of oil, gas or other mineral, so long thereafter as oil, gas or other mineral is produced from said land or acreage pooled therewith. In the event a well or wells producing oil or gas in paying quantities should be brought in on adjacent land and within one hundred fifty (150) feet of and draining the leased premises, or acreage pooled therewith, Lessee agrees to drill such offset wells as a reasonably prudent operator would drill under the same or similar circumstances.

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thereafter as oil, gas or other mineral is produced from said land or lands with which said land is pooled hereunder.

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be required to drill more those one well per forty (40) heres of the area relained beremaler and capable of producing oil, gas or other mireral in faving quantities. 10. Lessor hereby warrants and agrees to defend the title to said land agrees that Lessee at its option may disclarge any tax, mertgage of other lien upon said land, either in whole or in part, and in event Lessee does so, it shall be antropated to such lien with right to enforce same and apply rentals and regulties accroing hereunder toward satisfying some. Nathort impairment of Lessec's rights under the vaccanty in event of failure of title, it is agreed that if Lessor owns an interest in said land less than the entire fee sample estate, then the royalties and rentals to be paid Lessor shall be reduced proportionately. Failure of Lessie to reduce rental poid herounder still not impoir the right of Lessee to reduce results interest covered by this leave (whether or not owned by lessor) shall be paid out of the recalty berein provided. 11. Should Lessee be prevented from complying with any express or implied coverant of this lease, from conducting drilling or reworking operations Determ 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 Pederal or state law or any order, rule or regulation of gevenimental authority, then while so prevented, Lessee's obligation to comply with such coverant shall be suspended, and Lessec shall not be liable in damages for fadiors to comply therewith, and this lease shall be extended while and so long as Lesser is prevented by any such cause from conducting drilling or reversions on or from preducing oil or gas from the leased prenares; and the time while Lesser is so prevented shall not be counted against Lessee, anything in the lease to the contrary notwithstanding. 12 The undersigned Lessor, for himself and his heirs, successors and assigns, hareby surrenders and releases all rights of honestead in the promines 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 refrees 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: HUTALD. CCQ-212. (SEAL) (SEAL) (SEAL) STATE OF ALABAMA ) JEFFERSON COUNTY I, the undersigned, a Notary Public in and for said county, in said state, hereby certify that C. Edward Clark and wife Ruth F. Clark, whose names are signed to the foregoing instrument, and who are known to me, acknowledged before me on this date, that, being informed of the contents of the instrument they executed the same voluntarily as of the day the same bears date. Given under my hand and official seal this  $f^{st}$  day of  $f^{st}$ PAGE My Commission Expires 10/27/80 STATE OF ALABAMA EDUNTY OF JEFFERSON ) I, the undersigned, a Notary Public in and for said county, in said state, hereby certify that James Lewis Clark and Dorothy Clark, whose names are signed to the foregoing instrument, and who are known to me, acknowledged before me on this date, that, being informed of the contents of the instrument they executed the same voluntarily as of the day the same bears date. Given under my hand and official seal this  $29^{-4}$  day of Notary Public My Commission Expires 10/27/80 STATE OF ALABAMA JEFFERSON COUNTY I, the undersigned, a Notary Public in and for said county, in said state, hereby certify that Elsie M. Clark, whose name is signed to the foregoing instrument, and who is known to me, acknowledged before me on this date, that, being informed of the contents of the instrument she executed the same voluntarily as of the day the same bears water Given under my hand and official seal this 29 day of 100 My Commission Expires 10/27/80

9 The breach by Lessee of my of ligation here inder shall not work a forfeiture or termination of this lesse nor be cause for cancell Jion hereof my whole

or in fact since as herein expressly provided. If the abligation should require the drilling of a well-or wells, Lectee shall have ninety (90) days after the

receipt of written notices in Lessee from Lessor specifically stating the breach alleged by Lessor within which to beam 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 farty (40) acre tract will enduace one such well. After the discovery of oil, gas er other mineral

in paying quantities on said premises, Lessee shall trasoubly develop the acreace retained hereunder, but in discharging this obligation it thall in no event

WITH THE UNITED STATES ARMED )
FORCES ON OKINAWA, JAPAN )

Before me, W. M. WATKINS, III, a commissioned officer presently serving at Camp Foster, Okinawa, Japan, and a Notary Public by authority of Article 136, Uniform Code of Military Justice (10 U.S.C. 936), personally appeared MARY LEIGH SCHENSNOL and husband, JOHN L. SCHENSNOL, whose names are signed to the foregoing instrument, and who are known to me, acknowledged before me on this date, that being informed of the contents of the instrument they executed the same voluntarily as of the date the same bears date.

Given under my hand and official seal this 14th day of April, 1980.

W. M. WATKINS, III

First Lieutenant, USMCR

Judge Advocate

Legal Assistance Officer

COUNTY OF GREENE )

STATE OF MISSOURI )

I, the undersigned, a Notary Public in and for said county, in said state, hereby certify that William A. Wear and wife, Julia Ann Wear, whose names are signed to the foregoing instrument, and who are known to me, acknowledged before me on this date, that, being informed of the contents of the instrument, they executed the same voluntarily as of the day the same bears date.

Given under my hand and official seal this 23rd day of April, 1980.

Quepha Lewis - Notary Public Greene County, State of Missouri

My commission expires: September 23, 1982

Township 2 : South, Rome 2 East

Section 23: The NML, all the fractional part of the SML, the SouthWorf the NML, all the fractional part of the SEW of the SEW. Total 402 acres.

Section 14: The South%, the NWA, the SWA of the NE%. Total 520 acres.

Section 11: The Westi, of the SWM, the NUM. Total 240 acres.

Section 10: The SEX, the East% of the SWX, the South % of the NEX. Total 320 acres.

The Lessors and the Lessee herein agree that all payments of bonus money, rentals, & royalties for this lease shall be made by draft made payable to the Estate of Charles E. Little and is to be received by the Auburn National Lank of Auburn, Alabama.

It is agreed between the parties hereto that this lease does not cover nor include coal, Oron ore, or other minerals which are mined by the open pit or shaft methods.

It is the intention of Lessor and Lessee that this lease shall also include, and there is hereby included, granted, leased and let, for the purposes and consideration herein stated, all the land owned or claimed by Lessor, adjacent or contiguous to the land particularly described above, whether the same be in said section or sections, grant or grants, or in adjacent sections or grants, although not included within the boundaries of the land particularly described above. For the purpose of determining

the amount of any money payment hereunder, the lands herein described shall be treated as comprising 1,482.0 acres, whether there be more or less, and in the event of a partial assignment or surrender hereunder, the assigned or surrendered portion or portions shall be deemed to contain the number of acres stated in such assignment or surrender.

2. Subject to the other provisions herein contained, this lease shall be for a term of ten years from this date (called "primary term") and as long

thereafter as oil, gas or other mineral is produced from said land or lands with which said land is pooled hereunder. 3. The royalties to be paid by Lessee are: (a) on oil, one-eighth (1/8) of that produced and saved from said land, the same to be delivered at the wells or to the credit of Lessor into the pipeline to which the wells may be connected; Lessee may from time to time purchase any royalty oil in its possession, paying the market price therefor prevailing for the field where produced on the date of purchase, in either case such interest to bear its proportion of any expense of treating unmerchantable oil to render it merchantable as crude; (b) on gas, one-eighth (1/8) of the market value at the well of the gas used by Lessee in operations not connected with the land leased or any pooled unit containing all or a part of said land; the loyalty on gas sold by Lessee to be one-eighth (1/8) of the amount realized at the well from such sales; (c) one-eighth (1/8) of the market value at the mouth of the well of gas used by Lessee in manufacturing gasoline or other by-products, except that in computing such value, there shall be excluded all gas or components thereof used in lease or unit operations; and (d) on all other minerals mined and marketed, one-tenth (1/10) either in kind or value at the well or mine, at Lessec's election, except that on sulphur mined and marketed, the royalty shall be fifty cents (50c) per long ton. In the event that any well on the land or on property pooled therewith (or with any part thereof) is capable of producing oil or gas or gaseous substances in paying quantities but such minerals are not being produced, then Lessee's rights may be maintained, in the absence of production or drilling operations, by commencing or resuming rental payments (herein sometimes referred to as shut in gas payments) as hereinafter provided in paragraph 6. Should such conditions occur or exist at the end of or after the primary term, or within sixty (60) days prior to the expiration thereof, Lessee's rights may be extended beyond and after the primary term by the commencement, resumption or continuance of such payments at the rate and in the manner berein provided for rental payments during the primary term, and for the purpose of computing and making such payments the expiration date of the primary term and each anniversary date thereof shall be considered as a fixed rental paying date, and if such payments are made, it will, be considered that oil or gas or gaseous substance is being produced within the meaning of paragraph 2 hereof. Lessee shall have free use of oil, gas, X0412, wood and water from said

4. Lessee, at its option, is hereby given the right and power to pool or combine the acreage covered by this lease or any portion thereof with other land, lease or leases in the immediate vicinity thereof, when in Lessee's judgment it is necessary or advisable to do so in order properly to develop and operate said premises in compliance with any lawful spacing rules which may be prescribed for the field in which this lease is situated by any duly authorized authority, or when to do so would, in the judgment of Lessee, promote the conservation of the oil and gas in and under and that may be produced from said premises. Lessee shall execute in writing an instrument identifying and describing the pooled acreage. The entire acreage so pooled into a tract or unit shall be treated, for all purposes except the payment of royalties on production from the pooled unit, as if it were included in this lease. If production is found on the propled acreage, it shall be treated as if production is had from this lease, whether the well or wells be located on the premises covered by this lease or not. In lieu of the royalties elsewhere herein specified, Lessor shall receive on production from a unit so pooled only such portion of the royalty stipulated herein as the amount of his acreage placed in the unit or his royalty interest therein on an acreage basis bears to the total acreage so pooled in the particular unit involved.

land, except water from Lessor's wells, for all operations hereunder, and royalty on oil, gas and koallshall be computed after deducting any so used.

5. If operations for drilling are not commenced on said land or on acreage pooled therewith as above provided on or before one year from this date the lease shall then terminate as to both parties, unless on or before such anniversary date Lessee shall pay or tender to Lessor or to the credit of Lessor.

in Auburn National Bank at Auburn Mational Alabama (which bank and its successors are Lessor's agent and shall continue as the depository for all rentals payable bereunder regardless of changes in ownership of said land or the rentals) the sum of One Thousand, Four Hundred, Eighty Two & No/100 Dollars

(\$\frac{1\text{table}}{4\text{200}}\), (herein called rental), which shall cover the privilege of deferring commencement of drilling operations for a period of twelve (12) months. In like manner and upon like payments or tenders annually the commencement of drilling operations may be further deferred for successive periods of twelve (12) months each during the primary term. The payment or tender of rental may be made by the check or draft of Lessee mailed or delivered to Lessor or to said bank on or before such date of payment. If such bank (or any successor bank) should fail, liquidate or be succeeded by another bank, or for any reason fail or refuse to accept rental. Lessee shall not be held in default for failure to make such payment or tender of rental until thirty (30) days after Lessor shall deliver to Lessee a proper recordable instrument, naming another bank as agent to receive such payments or tenders. The down cash payment is consideration for this lease according to its terms and shall not be allocated as mere rental for a period. Lessee may at any time or times execute and deliver to Lessor or to the depository above named or place of record a release or releases covering any portion or portions of the above described premises and thereby surrender this lease as to such portion or portions and be relieved of all obligations as to the accease surrendered, and there-

after the rentals payable hereunder shall be reduced in the proportion that the acreage covered hereby is reduced by said release or releases.

6. If prior to discovery of oil, gas or other mineral on said land or on acreage pooled therewith Lessee should drill a dry hole or holes thereon, or if after discovery of oil, gas or other mineral, the production thereof should cease from any cause, this lease shall not terminate if Lessee commences additional drilling or reworking operations within 60 days thereafter or if it be within the primary term, commences or returnes the payment or tender of rentals or commences operations for drilling or reworking on or before the rental paying date next ensuing after the expiration of 60 days from date of completion of dry hole or cessation of production. If at any time subsequent to sixty (60) days prior to the beginning of the last year of the primary term and prior to the discovery of oil, gas or other mineral on said land, or on acreage pooled therewith, Lessee should drill a dry hole thereon, no rental payment or operations are necessary in order to keep the lease in force during the remainder of the primary term. If at the expiration of the primary term, oil, gas or other mineral payment or or other mineral is not being produced on said land, or on acreage pooled therewith, but Lessee is then engaged in drilling or reworking operations thereon or shall have completed a dry hole thereon within sixty (60) days prior to the end of the primary term, the lease shall remain in force so long as operations are prosecuted with no cessation of more than sixty (60) consecutive days, and if they result in the production of oil, gas or other mineral, so long thereafter as oil, gas or other mineral is produced from said land or acrease pooled therewith. In the event a well or wells producing oil or gas in paying quantities should be brought in on adjacent land and within one hundred fifty (150) feet of and draining the leased premises, or acreage pooled therewith, Lessee agrees to d

7. Lessee Shall have the right at any time divide or late, the equired by Lesser, these will bury all property and fixture placed by Lesser on said land, including the right to draw and remove all casing. When required by Lesser, Lessee will bury all pipe lines below ordinary plow depth, and no well shall be drilled within two hundred (200) feet of any residence or barn now on said land without Lesser's consent. Lessee shall be responsible for all

damages caused by Lessee's operations hereunder other than damages necessarily caused by the exercise of the rights berein granted. 8. The rights of either party hereunder may be assigned in whole or in part, and the provisions hereof shall extend to their heirs, successors and assigns; but no change or division in ownership of the land, rentals or royalties, however accomplished, shall operate to enlarge the obligation; or diminish the rights of Lessee; and no change or division in such ownership shall be hinding on Lessee until thirty (30) days after Lessee shall have been furnished by registered U. S. mail at Lessee's principal place of business with a certified copy of recorded instrument or instruments evidencing same. In the event of assignment hereof in whole or in part liability for breach of any obligation hereunder shall rest exclusively upon the owner of this lease or of a portion thereof who commits such breach. In the event of the death of any person entitled to rentals becaunder, Lessee may pay or tender such rentals to the credit of the deceased or the estate of the deceased until such time as Lessee is furnished with proper evidence of the appointment and qualifications of an executor or administrator of the estate, or if there be none, then until Lessee is furnished with evidence satisfactory to it as to the beirs or devisces of the deceased, and that all debts of the estate have been paid. If at any time two or more persons be entitled to participate in the rental payable bereinder, Lessee may pay of tender said cental jointly to such persons or to their joint curlit in the depositor, named berein; or, at Levee's election, the percentage part of said rental to which each participant is entitled may be paid or tendered to him separately or to his separate credit in said depository; and payment or tender to any participant of his portion of the centals hereunder shall maintain this lease as to such participant. In event of assignment of this lease as to a secregated portion of said land, the reptals payable bereunder shall be apportionable as between the several leasehold owners ratably according to the surface area of each. and default in rental payment by one shall not affect the rights of other leasehold owners bereunder. If six or more parties become entitled to royalty hereunder, Lessee may withhold payment thereof unless and with furnished with a necordable instrument executed by all such parties designating an agent to repoison is on seat the all.

On The Annual Section of the Children Section 1. On The Annual Section 1.		
while or wells, and the one products the laws so be a self-like to the horizontal of $\alpha$ producing all of gas, to be the fed by Levies so that each forty (40) are true $\alpha$ and $\alpha$ are true.	et will embrace one such well. After the discovery of oil, are retained becomes but in discharging this of histion	gas or other mineral it shall it no event
be required to dell more that end well per forts (40) reres or the area ret quantities.  16, costor hereby we emission in part, and in event larger does so her upon said land, either in whole or in part, and in event larger does so	ad agrees that I cases at its order cany disclosic aby to	g, mort, it or other
restals and regalties accusing beginneder toward satisfying same. Voltablit incl is agreed that if Lessor owns on interest in said land less their the estine to a reduced appropriionately. Endlore of Lessoe to reduce rental vaid her took	pairment of Lessee's mants under the warrants in event a ce simple estate, then the royalties and rentals to be I or shall not impute the right of Lessee to reduce regulties	n range of now, it haid lossor shall be
Covered by this lease (whither or not exceed by lesser) shid the product of the re- 11. Should Lessey be presented from complying with any indicass or important on the control of starcity of or had	oracty terrom provinces. plied coverant of this lease, from conducting drilling or bility to obtain or to use equipment or material, or by	rewook a operations coperation of force
majeure, or any Federal er state law or any order, rule or regulation of government shall be suspended, and Lessee shall not be liable in dumages for fails bessee is prevented by any such cause from conducting drilling or reworking of time while Lessee is so prevented shall not be counted against Lessee, anything is	are to comply theirwith, and this least Shall be extended a pecutions on or frem producing oil- or gas from the Jeast	with and so long as
In The anderstreed beauty for bine off and his being some in any way of the first the leading of the source of the source of the source of the off and his and the source of the source	orgen i flyterbyg i kyrtery de fan die die fan 't de malife artiffe i die fan fan feft. De fan flyte de fyllegenese die fan skriit fly flyte de like die flyte die die flyter.	2. Angletin L. Andrews Computer States (1988).
In WITNESS WHEEEOf, this instrument is signed, scaled and delivered or WITNESS:		
		(SEAL)
***************************************	Os Execution on Truste	es weith
	Julia sin Wear of Mary Key 1 Schen	eclette (SEAL)
GÖ	Leville Libration of	SEAL)
	And the same	(SEAL)
	- Cedilyn 2. Clark	
ETATE OF ALABAMA)		
JEFFERSON COUNTY )		
certify that Leigh M. Clark, whose name as Exsigned to the foregoing instrument and who is day that, being informed of the contents of the Executor and with full authority, executed the date.  Given under my hand and seal of off	known to me, acknowledged before this conveyance, he, in his capacine same voluntarily as of the date	me on this ty as such
	22,2,2,00,7/.	
	Notary Public	
STATE OF ALABAMA )	The OCAMBAN PATIENT WAS IN THE	
JEFFERSON COUNTY )		
I. the undersioned a Notary Public	in and for coid something in a dis	
I, the undersigned, a Notary Public certify that Leigh M. Clark and C. Edward Clathe Will of Mrs. W. L. Clark for the use of C Schensnol, are signed to the foregoing instrume on this day that being informed of the con as such Executors and Trustees, executed the s	rk, whose names as Executors and Charlotte Clark, Julia Ann Wear, a ment, and who are known to me, actents of this instrument, they is	Trustees undend Mary Leigh knowledge bef
Given under my hand and seal of off	ice this 1st day of May	198
•	Messed Olana Notary Public	
	AST COMMISSION EXPIRES JAM. 12, 1983	
STATE OF ALABAMA )		
JEFFERSON COUNTY )		
I, the undersigned, a Notary Public certify that Leigh M. Clark and Evelyn S. Clargoing instrument, and who are known to me, aclinformed of the contents of the instrument, the same bears date.	rk, his wife, whose names are sig knowledged before me on this day, hey executed the same voluntarily	ned to the fo
Given under my hand and official sea	al this is day of the	4

Breaned O. Wanner.

"Y COMMISSION EXPIRED IAM. 12 1983

Notary Public

OIL, GAS AND MINERAL LEASE

THIS AGREEMENT made this day of day of the successors in interest of the heirs and devisees of Charles E. Little, including Frances H. Webb; Eleanor W. Hayt and husband, William B. Hayt, Jr.; David L. Webb and wife, Claudine T. Webb; Sarah H. Doup and husband, Robert Doup; James H. Hammond and wife, Rita Hammond, and others.

Lessor (whether one or more) whose address is: c/o Leigh M. Clark, 215 Sheridan Lane, Birmingham, Ala. 35216, and inoco Production Company, P. O. Box 50879 How Orleans, La. 70150 Lessee, WITNESSETH:

Township 20 South, Range 2 East

Section 23: The  $NN_{4}^{\frac{1}{2}}$ , all the fractional part of the  $SN_{4}^{\frac{1}{2}}$ , the South $\frac{1}{2}$  of the  $NN_{4}^{\frac{1}{2}}$ , all the fractional part of the  $SN_{4}^{\frac{1}{2}}$  of the  $SN_{4}^{\frac{1}{2}}$  of the  $SN_{4}^{\frac{1}{2}}$  of the  $SN_{4}^{\frac{1}{2}}$ . Total 402 acres

Section 14: The South, the NN4, the SNA of the NE4. Total 520 acros

Section 11: The West of the SW4, the NW4. 240 acres

Section 10: The SEA, the East's of the SWA, the South's of the NEA. Total 320 acres

The Lessors and the Lessee herein agree that all payments of bonus money, rentals, & royalties for this lease shall be made by draft made payable to the Estate of Charles E. Little and is to be received by the Auburn National Bank of /uburn, Alabama.

It is agreed between the parties hereto that this lease does not cover nor include coal, iron ore, or other minerals which are mined by the open pit or shaft mothod.

It is the intention of Lessor and Lessoe that this lease shall also include, and there is hereby included, granted, leased and let, for the purposes and consideration herein stated, all the land owned or claimed by Lessor, adjacent or contiguous to the land particularly described above, whether the same he in said section or sections, grant or grants, or in adjacent sections or grants, although not included within the boundaries of the land particularly described above. For the purpose of determining

the amount of any money payment hereunder, the lands herein described shall be treated as comprising 1,282.0 acres, whether there be more or less, and in the event of a partial assignment or surrender hereunder, the assigned or surrendered portion or portions shall be deemed to contain the number of acres stated in such assignment or surrender.

2. Subject to the other provisions herein contained, this lease shall be for a term of ten years from this date (called "primary term") and as long thereafter as oil, gas or other mineral is produced from said land or lands with which said land is pooled hereunder.

3. The revalties to be paid by Lessee are: (a) on oil, one-eighth (1/8) of that produced and saved from said land, the same to be delivered at the wells or to the credit of Lessor into the pipeline to which the wells may be connected; Lessee may from time to time purchase any royalty oil in its possession, paying the market price therefor prevailing for the field where produced on the date of purchase, in either case such interest to bear its proportion of any expense of treating unmerchantable oil to render it merchantable as crude; (b) on gas, one-eighth (1/8) of the market value at the well of the gas used by Lessee in operations not connected with the land leased or any pooled unit containing all or a part of said land; the royalty on gas sold by Lessee to be one-eighth (1/8) of the amount realized at the well from such sales; (c) one-eighth (1/8) of the market value at the mouth of the well of gas used by Lessee in manufacturing gasoline or other by-products, except that in computing such value, there shall be excluded all gas or components thereof used in lease or unit operations; and (d) on ull other minerals mined and marketed, one-tenth (1/10) 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 fifty cents (50c) per long ton. In the event that any well on the land or on property pooled therewith (or with any part thereof) is capable of producing oil or gas or gaseous substances in paying quantities but such minerals are not being produced, then Lessee's rights may be maintained, in the absence of production or drilling operations, by commencing or resuming rental payments (herein sometimes referred to as shut in gas payments) as hereinafter provided in paragraph 6. Should such conditions occur or exist at the end of or after the primary term, or within sixty (60) days prior to the expiration thereof, Lessee's rights may be extended beyond and after the primary term by the commencement, resumption or continuance of such payments at the rate and in the manner herein provided for rental payments during the primary term, and for the purpose of computing and making such payments the expiration date of the primary term and each anniversary date thereof shall be considered as a fixed rental paying date, and if such payments are made, it will be considered that oil or gas or gaseous substance is being produced within the meaning of paragraph 2 hereof. Lessee shall have free use of oil, gas, soak wood and water from said land, except water from Lessor's wells, for all operations bereunder, and royalty on oil, gas and eoel-shall be computed after deducting any so used.

4. Lessee, at its option, is hereby given the right and power to pool or combine the acreage covered by this lease or any portion thereof with other land, lease or leases in the immediate vicinity thereof, when in Lessee's judgment it is necessary or advisable to do so in order properly to develop and operate said premises in compliance with any lawful spacing rules which may be prescribed for the field in which this lease is situated by any duly authorized authority, or when to do so would, in the judgment of Lessee, promote the conservation of the oil and gas in and under and that may be produced from said premises. Lessee shall execute in writing an instrument identifying and describing the pooled acreage. The entire acreage so pooled into a tract or unit shall be treated, for all purposes except the payment of royalties on production from the pooled unit, as if it were included in this lease. If production is found on the pooled acreage, it shall be treated as if production is had from this lease, whether the well or wells be located on the premises covered by this lease or not. In lieu of the royalties elsewhere herein specified, Lessor shall receive on production from a unit so pooled only such portion of the royalty stipulated herein as the amount of his acreage placed in the unit or his royalty interest therein on an acreage basis hears to the total acreage so pooled in the particular unit involved.

5. If operations for drilling are not commenced on said land or on acreage pooled therewith as above provided on or before one year from this date the lease shall then terminate as to both parties, unless on or before such anniversary date Lessee shall pay or tender to Lessor or to the credit of Lessor.

And the lease of the lea

in Auburn National Bank
(which bank and its successors are Lessor's agent and shall continue as the depository for all rentals payable hereunder regardless of changes in ownership of said land or the rentals) the sum of One Thousand, Four Hundred, Eighty-Two & No/100

Dollars

1 / 80 00

(\$\frac{1.62.00}{1.20}\$), (herein called rental), which shall cover the privilege of deferring commencement of drilling operations for a period of twelve (12) months. In like manner and upon like payments or tenders annually the commencement of drilling operations may be further deferred for successive periods of twelve (12) months each during the primary term. The payment or tender of rental may be made by the check or draft of Lessee nailed or delivered to Lessor or to said bank on or before such date of payment. If such bank (or any successor bank) should fail, liquidate or be succeeded by another bank, or for any reason fail or refuse to accept rental. Lessee shall not be held in default for failure to make such payment or tender of rental until thirty (30) days after Lessor shall deliver to Lessee a proper recordable instrument, naming another bank as agent to receive such payments or tenders. The down cash payment is consideration for this lease according to its terms and shall not be allocated as mere rental for a period. Lessee may at any time or times execute and deliver to Lessor or to the depository above named or place of record a release or releases covering any portion or portions of the above described premises and thereby surrender this lease as to such portion or portions and be relieved of all obligations as to the acreage surrendered, and thereafter the rentals payable hereunder shall be reduced in the proportion that the acreage covered hereby is reduced by said release or releases.

6. If prior to discovery of oil, gas or other mineral on said land or on acreage pooled therewith Lessee should drill a dry hole or holes thereon, or if after discovery of oil, gas or other mineral, the production thereof should cease from any cause, this lease shall not terminate if Lessee commences additional drilling or reworking operations within 60 days thereafter or if it be within the primary term, commences or resumes the payment or tender of rentals or commences operations for drilling or reworking on or before the rental paying date next ensuing after the expiration of 60 days from date of completion of dry hole or cestation of production. If at any time subsequent to sixty (60) days prior to the beginning of the last year of the primary term and prior to the discovery of oil, cas or other mineral on said land, or on acreage pooled therewith, Lossee should drill a dry hole thereon, no rental payment or operations are necessary in order to keep the lease in force during the remainder of the primary term. If at the expiration of the primary term, oil, gas or other mineral is not being produced on said land, or on acreage pooled therewith, but Lessee is then emaged in drilling or reworking operations thereon or shall have completed a dry hole thereon within sixty (60) days prior to the end of the primary term, the lease shall remain in force so long as operations are prosecuted with no cessation of more than sixty (60) consecutive days, and if they result in the production of oil, gas or other mineral, so long thereafter as oil, gas or other mineral is produced from said land or acreage pooled therewith. In the event a well or wells producing oil or gas in poying or multiples chould be brought in try all accounts to drill such effect wells as a acasonably prudent operator would drill under the same or similar circumstances.

7. Lessee shall have the right at any time during or after the expiration of this lease to remove all property and fixtures placed by Lessee on said land, including the right to draw and remove all casing. When required by Lesser, Lessee will bury all pipe lines below ordinary plow depth, and no well shall be drilled within two hundred (200) feet of any residence or barn now on said land without Lesson's consent. Lessee shall be responsible for all damages caused by Lessee's operations bereunder other than damages necessarily caused by the evercise of the rights berein granted.

8. The rights of either party hereunder may be assigned in whole or in part, and the provisions hereof shall extend to their behis, successors and assigns: but no change or division in ownership of the land, rentals or royalties, however accomplished, shall operate to enlarge the obligations or diminish the rights of Lessee; and no change or division in such ownership shall be hinding on Lessee until thirty (30) days after Lessee shall have been furnished by registered U. S. mail at Lessee's principal place of business with a certified copy of recorded instrument or instruments evidencing same. In the event of assignment hereof in whole or in part liability for breach of any obligation hereunder shall rest exclusively upon the ewner of this lease or of a portion thereof who commits such breach. In the event of the death of any person entitled to rentals berewider, Lessee may pay or tender such rentals to the credit of the deceased or the estate of the deceased until such time as Lessee is fumbled with proper evidence of the appointment and qualifications of an exerctor or administrator. If the estate, or at there be note, then until Lesce is fumished with expected satisfactory to it as to the beirs or devisees of the deceased, and that all debts of the estate have been paid. It at any time two or more persons be entitled to participate in the rental proable hereunder, Lessee may pay or tender said restal jointly to such persons or to their joint credit in the depository named herein; or, at Lessec's election, the proportionate part of said rental to which each participant is entitled may be paid or tendered to him separately or to his separate credit in said depository; and payment or tender to any participant of his portion of the rentals heremoler shall maintain this lease as to such participant. In event of assignment of this lease at to a segregated pertion of said land, the good declaration to accomb to be to be found to be each to be easily out of the state of a state of a content of the formal declaration of the first of the same of the sam and de jet the rental passion is the state of the first through the first through the sister passion, the best of the first through the probable thereunder, Loses may withheld paragent therest only and each funnished with a record to instrument executed by all so is parties designating an agent to rereive not bent for all.

STATE OF OHIO	)	Chalist Edwin France
COUNTY OF		Made the Esteric Itompo

I, the undersigned, a Notary Public in and for said county, in said state, hereby certify that Sarah Hammond Doup and Robert Doup, whose names are signed to the foregoing instrument, and who are known to me, acknowledged before me on tais data, that, being informed of the contents of the instrument they executed the same voluntarily as of the day the same bears date.

No.

No.

instruction

Given under my hand and official seal this 3 day of COUNTY OF KICKEY I, the undersigned, a Notary Public in and for said county, in said state, hereby certify that James H. Hammond and Rita Hammond, whose names are signed to the foregoing instrument, and who are known to me, acknowledged before me on this date, that, being informed of the contents of the instrument they executed the same voluntarily as of the day the same bears date. Given under my hand and official seal this 3 day of 3Notary Public Expire 10, 30;

receipt of written notices by Lessee from Lessor specifically stating the Treach alleged by Lessor within which to begin operations for the drilling of any such well or wells, and the only per divider 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 forty (40) here tract will embrace one such well. After the discovery of oil, gas or other mineral in paying quartities on said premises. Lessee shall reasonably develop the acreage retained haranider, but in discharging this obligation it shall in no event be required to drill more than one well per forty (40) acres of the rich related becomber and capable of producing oil, gas or other mineral in paving quantities. 10. Lesson hereby was note and acrees to defend the title to said land and agrees that Lessee at its option may discharge any tax, mortcage of other lien upon said land, etter in whole or in part, and in event Letter does so, it shall be subtogated to such him with right to enlarge same and apply scutals and revalues according haremader toward satisfying some. Nathord impairment of Lessec's rights under the warranty in exect of failure of title, it is agreed that if I esser coops an interest in said land less than the enture fer sangle estate, then the revulties and rentals to be paid Lesson shall be reduced proportionately. Laffage of Lossee to reduce restal prof. becomider shall not impair the right of Legree to reduce rotalties. All royalty interest covered by this lease (whether or not owned by lessor) shall be paid out of the revolted grein 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 off or gas therefrom by reason of grareits of or haldlify to obtain or to use equipment or material, or by operation of force majenic, or any Pederal or state law or any order, rule or regulation of governmental anthonty, then while so prevented. Lessee's eldigation to comply with such coverant shall be suspended, and Lessee shall not be liable in damages for failure to comply therevolue and this lease shall be extended while and so long as besee is prevented by any such cause from conducting drilling or resorking operations on or from producing oil or gas from the leased premises; and the time while Leave is so preverted shall not be ecouted against Leaste, anything in this lease to the contrary notwiths anding, 12. The redesered lesor, for himself and he beirs, such as selected, bester such detained and releases all rights of hard bad in the permises larein described, in so the as said webts of heresteed may new well afred the proper for which he has bease nemate as a load herein, and nower that the mannical behing deferred with property neighbors of the property of th In WITNESS WHEREOF, this instrument is somed, realed and delicated on the date first above written ( jet) WITNESS: Dente A Himmen -audine T. West L'action Jacep (SEAL) Auto Mal Alamon and ..... (SEAL) STATE OF GEORGIA COUNTY OF JULY I, the undersigned, a Notary Public in and for the said county, in said state, hereby certify that Frances H. Webb, whose name is signed to the foregoing instrument, and who is known to me, acknowledged before me on this date, that, being informed of the contents of the instrument she executed the same voluntarily as of the day the same bears date. Given under my hand and official seal this Indiday of Action, 1980. Notary Public STATE OF FLORIDA 11) Commission Dig on Hov. 19, 2-23 COENTY OF HILLS RIROUMY) I, the undersigned, a Notary Public in and for said county, in said state, hereby certify that Eleanor Webb Hayt and William B. Hayt, Jr., whose names are signed to the foregoing instrument, and who are known to me, acknowledged before me on this date, that, being informed of the contents of the instrument they executed the same voluntarily as of the day the same bears date. Given under my hand and official seal this 1/2 day of NOTARY PUBLIC STATE OF FLORIDA AT LARGE ANY CONUMISSION EXPIRES MAR. 25 1931 ECHIDED THRU GENERAL INS. UNDERWALLERS STATE OF FLORIDA Alteria Grand Control COUNTY OF CARACTE I, the undersigned, a Notary Public in and for said county, in said state, hereby certify that David Lawrence Webb and Claudine T. Webb, whose names are signed to the foregoing instrument, and who are known to me, acknowledged before me on this date, that, being informed of the contents of the instrument they executed the same voluntarily as of the day the same bears date. Given under my hand and official seal this  $\frac{2}{2}$  day of  $\frac{2}{2}$ Notary Public

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BEINGER HAR GELVER COURT OF THE STATE

9. The breach by Lessee of any obligation hereusder shall not work a forfeiture or termination of this lease nor be cause for cancellation hereof in whole

er in part save as larein expressly provided. If the obligation should require the drilling of a well or wells, Lessee shall have nacty (90) days after the

## OH, CAS AND MINERAL LEASE

James Monroe Little; Ruby Little; Charlotte Louise Hammond and John C. Hammond;
Virginia B. Watts and Otis L. Watts, and others.

Lessor (whether are or more) whose address is: c/o Leigh M. Clark, 215 Sheridan Lane, Birmingham, Ala.3521 and anone in the control of the co

Township 20 South, Range 2 East

Section 23: The NVX, all the fractional part of the SMX, the South % of the NEX, all the fractional part of the SEX of the SEX. Total 402 acres.

Section 14: The South %, the NEW, the Sek of the NEW. Total 520 acres.

Section 11: The West % of the SW4, the WW4. Total 240 acres.

Section 10: The SEX, the East  $\frac{1}{2}$  of the SWX, the South  $\frac{1}{2}$  of the NEX. Total 320 acres.

for this lease shall be made by draft made payable to the Estate of Charles E. Little and i to be received by the Auburn National Bank of Auburn, Alabama.

The Lessors and the Lessee herein agree that all payments of bonus money, rentals, & royalt

It is agreed between the parties hereto that this lease does not cover nor include coal, iron ore, or other minerals which are mined by the open pit or shaft methods.

It is the intention of Lessor and Lessee that this lease shall also include, and there is hereby included, granted, leased and let, for the purposes and consideration herein stated, all the land owned or claimed by Lessor, adjacent or contiguous to the land particularly described above, whether the same be in said section or sections, grant or grants, or in adjacent sections or grants, although not included within the boundaries of the land particularly described above. For the purpose of determining

2. Subject to the other provisions herein contained, this lease shall be for a term of ten years from this date (called "primary term") and as long

thereafter as oil, gas or other mineral is produced from said land or lands with which said land is pooled hereunder. 3. The royalties to be paid by Lessee are: (a) on oil, one-eighth (1/8) of that produced and saved from said land, the same to be delivered at the wells or to the credit of Lessor into the pipeline to which the wells may be connected; Lessee may from time to time purchase any royalty oil in its possession, paying the market price therefor prevailing for the field where produced on the date of purchase, in either case such interest to bear its proportion of any expense of treating unmerchantable oil to render it merchantable as crude; (b) on gas, one-eighth (1/8) of the market value at the well of the gas used by Lessee in operations not connected with the land leased or any pooled unit containing all or a part of said land; the royalty on gas sold by Lessee to be one-eighth (1/8) of the annount realized at the well from such sales; (c) one-eighth (1/8) of the market value at the mouth of the well of gas used by Lessee in manufacturing gasoline or other by-products, except that in computing such value, there shall lie excluded all gas or components thereof used in lease or unit operations; and (d) on all other minerals mined and marketed, one-tenth (1/10) 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 fifty cents (50c) per long ton. In the event that any well on the land or on property pooled therewith (or with any part thereof) is capable of producing oil or gas or gaseous substances in paying quantities but such minerals are not being produced, then Lessee's rights may be maintained, in the absence of production or drilling operations, by commencing or resuming rental payments (herein sometimes referred to as shut in gas payments) as hereinafter provided in paragraph 6. Should such conditions occur or exist at the end of or after the primary term, or within sixty (60) days prior to the expiration thereof, Lessee's rights may be extended beyond and after the primary term by the commencement, resumption or continuance of such payments at the rate and in the manner herein provided for rental payments during the primary term, and for the purpose of computing and making such payments the expicution date of the primary term and each anniversary date thereof shall be considered as a fixed rental paying date, and if such payments are made, it will be considered that oil or gas or gaseous substance is being produced within the meaning of paragraph 2 hereof. Lessee shall have free use of oil, gas, coal avoid and water from said land, except water from Lessor's wells, for all operations hereunder, and royalty on oil, gas and goal shall be computed after deducting any so used.

4. Lessee, at its option, is hereby given the right and power to pool or combine the acreage covered by this lease or any portion thereof with other land, lease or leases in the immediate vicinity thereof, when in Lessee's judgment it is necessary or advisable to do so in order properly to develop and operate said premises in compliance with any lawful spacing rules which may be prescribed for the field in which this lease is situated by any duly authorized authority, or when to do so would, in the judgment of Lessee, promote the conservation of the oil and gas in and under and that may be produced from said premises. Lessee shall execute in writing an instrument identifying and describing the pooled acreage. The entire acreage so pooled into a tract or unit shall be treated, for all purposes except the payment of royalties on production from the pooled unit, as if it were included in this lease. If production is found on the pooled acreage, it shall be treated as if production is had from this lease, whether the well or wells be located on the premises covered by this lease or not. In lieu of the royalties elsewhere herein specified, Lessor shall receive on production from a unit so pooled only such portion of the royalty stipulated herein as the amount of his acreage placed in the unit or his royalty interest therein on an acreage basis bears to the total acreage so pooled in the particular

unit involved.

5. If operations for drilling are not commen

5. If operations for drilling are not commenced on said land or on acreage pooled therewith as above provided on or before one year from this date the lease shall then terminate as to both parties, unless on or before such anniversary date Lessee shall pay or tender to Lessor or to the credit of Lessor in Auburn National

[Which bank and its successors are Lessor's agent and shall continue as the depository for all rentals payable hereunder regardless of changes in ownership

[One Thousand, Four Hundred, Eighty Tyo & no/100]

of said land or the rentals) the sum of One Thousand, Four Hundred, Eighty Two & no/100

(\$ 1,432.00 ), (herein called rental), which shall cover the privilege of deferring commencement of drilling operations for a period of twelve (12) months. In like manner and upon like payments or tenders annually the commencement of drilling operations may be further deferred for successive periods of twelve (12) months each during the primary term. The payment or tender of rental may be made by the check or draft of Lessee mailed or delivered to Lessor or to said bank on or before such date of payment. If such bank (or any successor bank) should fail, liquidate or be succeeded by another bank or for any restant fail or refuse to account rental of payment.

or delivered to Lessor or to said bank on or before such date of payment. If such bank (or any successor bank) should fail, liquidate or be succeeded by another bank, or for any reason fail or refuse to accept rental. Lessee shall not be held in default for failure to make such payment or tender of rental until thirty (30) days after Lessor shall deliver to Lessee a proper recordable instrument, naming another bank as agent to receive such payments or tenders. The down cash payment is consideration for this lease according to its terms and shall not be allocated as mere rental for a period. Lesser may at any time or times execute and deliver to Lessor or to the depository above named or place of record a release or releases covering any portion or portions of the above described premises and thereby surrender this lease as to such portion or portions and be relieved of all obligations as to the acreage surrendered, and thereafter the reutals payable hereunder shall be reduced in the proportion that the acreage covered hereby is reduced by said release or releases.

6. If prior to discovery of oil, gas or other mineral on said land or on acreage pooled therewith Lessee should drill a dry hole or holes thereon, or if after discovery of oil, gas or other mineral, the production thereof should cease from any cause, this lease shall not terminate if Lessee commences additional drilling or reworking operations within 60 days thereafter or if it be within the primary term, commences or resumes the payment or ferntals or commences operations for drilling or reworking on or before the rental paying date next ensuing after the expiration of 60 days from date of completion of dry hole or cessation of production. If at any time subsequent to sixty (60) days prior to the beginning of the last year of the primary term and prior to the discovery of oil, gas or other mineral on said land, or on acreage pooled therewith, Lessee should drill a dry hole thereon, no rental payment or operations are necessary in order to keep the lease in force during the remainder of the primary term. If at the expiration of the primary term, oil, gas or other mineral is not being produced on said land, or on acreage pooled therewith, but Lessee is then engaged in drilling or reworking operations thereon or shall have completed a dry hole thereon within sixty (60) days prior to the end of the primary term, the lease shall remain in force so long as operations are prosecuted with no cessation of more than sixty (60) consecutive days, and if they result in the production of oil, gas or other mineral, so long thereafter as oil, gas or other mineral is produced from said land or acreage pooled therewith. In the event a well or wells producing oil or gas in paying quantities should be brought in on adjacent land and within one hundred fifty (150) feet of and draining the leased premises, or acreage pooled therewith, Lessee agrees to drill such offset wells as a reasonably prudent operator would drill under the same or similar circumstances.

7. Lessee shall have the right at any time during or after the expiration of this lease to remove all property and fixtures placed by Lessee on said land, including the right to draw and remove all casing. When required by Lessor, Lessee will bury all pipe lines below ordinary plow depth, and no well shall be drilled within two hundred (200) feet of any residence or barn now on said land without Lessor's consent. Lessee shall be responsible for all

damages caused by Lessee's operations hereunder other than damages necessarily caused by the exercise of the rights herein granted, 8. The rights of either party hereunder may be assigned in whole or in part, and the provisions hereof shall extend to their heirs, successors and assigns; but no change or division in ownership of the land, rentals or royalties, however accomplished, shall operate to enlarge the obligations or diminish the rights of Lessee; and no change or division in such ownership shall be binding on Lessee until thirty (30) days after Lessee shall have been furnished by registered U.S. mail at Lessee's principal place of business with a certified copy of recorded instrument or instruments evidencing same, In the event of assignment hereof in whole or in part liaburty for breach of any obligation hereunder shall rest exclusively upon the owner of this lease or of a portion thereof who commits such breach. In the event of the death of any person entitled to rentals hereunder, Lessee may pay or tender such rentals to the credit of the deceased or the estate of the deceased until such time as Lessee is furnished with proper evidence of the appointment and qualifications of an executor or administrator of the estate, or if there be none, then until Lessee is furnished with evidence satisfactory to it as to the heirs or devisees of the deceased, and that all debts of the estate have been paid. If at any time two or more persons be entitled to participate in the rental payable hereunder, Lessee may pay or tender said rental jointly to such persons or to their joint credit in the depository named herein; or, at Lessee's election, the proportionate part of said rental to which each participant is entitled may be paid or tendered to him separately or to his separate credit in said depository; and payment or tender to any participant of his portion of the rentals bereunder shall maintain this lease as to such participant. In event of assignment of this lease as to a segregated portion of said land, the rentals payable hereunder shall be apportionable as between the several leasehold owners ratably according to the surface area of each, and default in rental payment by one shall not affect the rights of other leasehold owners hereunder. If six or more parties become entitled to royalty hereunder, Lessee may withhold payment thereof unless and until furnished with a recordable instrument executed by all such parties designating an agent to receive narment for all.

paying quantities on sold premises. Lessee thall reasonably develop the acteure ret crequired to diffl more than one well per forts (40) acres of the area retained	have save as to forty embrace one such well- ared becomder, but in	o begin operations for the (40) acres for each well After the discovery of oil, discharging this obligation	being worked on or , gas or other relaeral , it shall in no exent
antities.  10. Lessor bereby warrants and agrees to defend the title to said land and agrees to post said land, either in whole or in part, and in event lessee does so, it should said revaltees accoming becomeder toward at find some. Without include agreed that if Lessor couns an interest in said land less than the entire fee validated proportionately. Failure of Lessee to reduce testal poid becominder shall wered by this lease (whether or not owned by lesser) shall be paid out of the revalty to	one that hence at its enceall be submodated to submodated to submodated to submodate the region of impair the dight of section provided.	dion may discharge any to che lien with right to ender the warranty in event altres and remais to be Lavee to reduce royaltic	ax, mortgage or other force same and apply of fallnie of title, it paid Lessor shall be as. All royalty interest
II. Should Lessee be prevented from complying with any express or implied a error or from producing oil or gas therefrom by reason of scarcity of or inability tajoure, or any Federal or state lay or any order, rule or regulation of governmental appears to shall be suspended, and Lessee shall not be liable in dismazes for failure to resee is prevented by any such cause from conducting drilling or resorting operation while Lessee is so prevented shall not be counted against Lessee, anything in this is 12. The undersigned Lessor, for hunself and his being saccessors and assigns, he rein described, in so far as said rights of h most ad may in any way affect the	e obtain or to use equationity, then while so proceedings and the contrary noted actions which the purpose for which the	sipment or material, or lessee's obligation is least shall be extended on the least from the least the least standing.  Seases all rights of houses is least as recited.	by operation of force to comply with such while and so long as red premises; and the stead in the premises ed herein, and carees
at the annual diffling defendent sental payments needs to Lesson as herein provided in WITNESS WHITH COP, the picture of good, or bed and tobyoned or the difflex.  ITNESS:  Little  Little	re first above written	Little action the following control of the control	
Charle Walls			(SEAL)
Individually and as Trustee of  James Monroe Little Trust			(SEAL)(SEAL)(SEAL)
Ollahoma ) Ollahoma County)			
I, the undersigned, a Notary Public in and in that John Rudulph Entitle, whose name as Trustee is signed to the foregoing instrument, and who is know, that, being informed of the contents of the as of the day, the same bears date.  Given under my hand and official seal this way commended the same of the same when the same way is same bears.	inder the Will lown to me, acl instrument he day of	of James Monroe nowledged before executed the same and th	e Little, is re me on this ame voluntarily
TATE OF OKLAHOMA )	Nota	ry Public	
Délaine COUNTY)			
I, the undersigned, a Notary Public in and factor John Rudulph Little and Ruby Little, whose rand who are known to me, acknowledged before me contents of the Airstrument they executed the same late.	n this day, the voluntarily a	ed to the foregonat, being information of the day the	rmed of the he same bears
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I, the undersigned, a Notary Public in and finat John Rudulph Little and Ruby Little, whose rand who are known to me, acknowledged before me contents of the Air forment they executed the same late.  Given under the hand and official seal this country of IMPERIAL  I, the undersigned, a Notary Public in and finat James Felton Little, whose name as Trustee to signed to the foregoing instrument, and who is known that, being informed of the contents of the instrumentation of the same voluntarily on the day the same Given under my hand and official seal this I	or said county not said county not the Will own to me, acknown to me, acknown the hears date.  4thday of	in said state of James Monroe nowledged before as capacity as	e, hereby certify e Little, is re me on this day such Trustee,  1980.
I, the undersigned, a Notary Public in and finat John Rudulph Little and Ruby Little, whose rand who are known to me, acknowledged before me contents of the Air forment they executed the same late.  Given under the hand and official seal this country of IMPERIAL  I, the undersigned, a Notary Public in and finat James Felton Little, whose name as Trustee to signed to the foregoing instrument, and who is known that, being informed of the contents of the instrumentation of the same voluntarily on the day the same Given under my hand and official seal this I	or said county nder the Will own to me, acknown the he, in he bears date.  4thday of	to the foregonat, being informs of the day the day the day the day the day ary Public of James Monroe mowledged before is capacity as	e, hereby certify e Little, is re me on this day such Trustee,  , 1980

STATE	OF	CALIFORNIA	)
COUNTY	OF	IMPERIAL	) )

IMPERIAL

COUNTY OF

PAGE 83

I, the undersigned, a Notary Public in and for said county, in said state, hereby certi that James Felton Little, whose name is signed to the foregoing conveyance, and who is known to me, acknowledged before me on this day, that, being informed of the contents of the instrument he executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this 14th day of April 1980 OFFICIAL SEAL INEZ YOUNG Off the DLIC - CALIFORNIA PROPERTY WESTER IN IMPERIAL COUNTY 134 Chain ission Expires August 14, 1932 CALIFORNIA STATE OF

I, the undersigned, a Notary Public in and for said county, in said state, hereby certi that Charlotte Louise Hammond and John C. Hammond, whose names are signed to the foregoing instrument, and who are known to me, acknowledged before me on this day, that, being informed of the contents of the instrument they executed the same voluntarily as of the day the same bears date.

Given under Explana and official seal this 14th of INEZ YOUNG TIOTATE SUIC - CALIFORNIA FRINC PAL OFFICE IN IMPERIAL COUNTY My Commission Expires August 14, 1932 STATÉ OF CALIFORNIA COUNTY OF I'M PPIA

I, the undersigned, a Notary Public in and for said county, in said state, hereby certithat Virginia Blount Watts and Otis L. Watts, whose names are signed to the foregoing instrument, and who are known to me, acknowledged before me on this day, that, being informed of the contents of the instrument they executed the same voluntarily as of the day the same bears date.

Given under my hand and official seal this  $24^{24}$  day of 4x

Notary Public

STATE OF ALA, SHELLEY JUL 

13.0 JUN -9 AM 3: 10

Little of the second of the se CHOOSE OF PROBATE Recel 11.00 Duc. 65.00

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Bruneral. 74.10 151.10

OFFICIAL SEAL HERBERT G. WILCOX

NOTARY PUBLIC -- CALIFORNIA PRINCIPAL OFFICE IN IMPERIAL COUNTY

My Commission Expires August 4, 1980