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	OIL, GAS AND MINERAL LEAS	SE
THIS AGREEMENT made this	nn. 1123, Nolly I. No man and Ville	between
	ANDRON AND A REPORT OF THE PROPERTY OF THE PRO	e and were . At both or and descriptor of the contract of the
lessor (whether one or more) whose	dress is: 2510 Non Dun Circle, Girmin , as again, P.D. Son Mon79, New Arleans,	
nd soo Propustion Co		Lessoe, WITNESSETE
1. Lessor in consideration of	paid, of the royalties herein provided, and of the agreement of L	Dolla:
roducts, and housing its employees, the	following described land in	County, Alabama, to-wi
Section 20:		
	he Last Half of the Southwest Quarter. I the Southeast Juarter.	•
Dec 20	20 - 1 =12 4 5W/4 + 5W/	1405E14

Shelby Cnty Judge of Probate, AL 07/07/1980 00:00:00 FILED/CERTIFIED

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It is agreed and understood by and between the parties hereto that this lease does not cover nor include coal, iron ore, or other minerals mined by the open pit or shaft metho 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 ______________________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

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 lon thereafter as oil, gus 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 o

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 th 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 treat ing 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 no 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 amoun 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 o 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) or 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, is the absence of production or drilling operations, by commencing or resuming rental payments (herein sometimes referred to as shut in gas payments) as herein after 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 there of 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 th manner herein provided for rental payments during the primary term, and for the purpose of computing and making such payments the expiration date of th 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 o or gus or gaseous' substance is being produced within the meaning of paragraph 2 hereof. Lessee shall have free use of oil, gas, collected and water from sai land, except water from Lessor's wells, for all operations hereunder, and royalty on oil, gas and 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 op erate 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 authorize 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 un 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 foun 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 of 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 stipulate 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 particula

acres stated in such assignment or surrender.

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 dat 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 Lesso Bank of the SouthEast Bank at Birmingham in Bank of the Southeast
(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 lend or the rentals) the sum of One Hundred Twenty and no/100 120.00 (herein called rental), which shall cover the privilege of deferring commencement of drilling operations for a period of the state of the fresher deferred for the twelve (12) months. In like manner and upon like payments or tenders annually the commencement of drilling operations may be further deferred for suc cessive 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 maile 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 unt 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 cush 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 de scribed premises and thereby surrender this lease as to such portion or portions and be relieved of all obligations as to the acreage 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 after discovery of oil, gas or other mineral, the production thereof should cease from any cause, this lease shall not terminate if Lessee commences addition 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 con mences 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 di hole or cessution 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 as 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 min eral 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 prosecu ed 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 sai land, including the right to draw and remove all casing. When required by Lesser will bury all pipe lines below ordinary plow depth, and no we 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 a 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 an assigns; but no change or division in ownership of the land, rentals or royalties, however accomplished, shall operate to enlarge the obligations or diminis 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 b 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 assignment hereof in whole or in part liability for breach of any obligation bereunder shall rest exclusively upon the owner of this lease or of a portion there of who commits such breach. In the event of the death of any person entitled to rentals, hereunder, Lessée 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 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, ar 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 tender said rental jointly to such persons or to their joint credit in the depository maned herein; or, at Lessee's election, the proportionate part of said rent 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 an participant of his portion of the Antals hereunder shall maintain this lease as to such participant. In event of assignment of this lease as to a segregated po tion of said land, the rentals payable hereunder shall be apportionable as between the several leasehold owners ratably according to the surface area of eac 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 here under, Lessee may withhold payment thereof unless and until furnished with anti-cordable instrument executed by all such parties designating an agent to re ceive payment for all.

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9. The breach by Lessee of any obligation her in part save as herein expressly provided.	If the obligation should require the	drilling of a well or wells. Le	ssee shall have ninety (90) day:	aiter the
receipt of written notices by Lessee from Lessor 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 work	cect on or
roducing oil or gas, to be selected by Lessee son paying quantities on said premises. Lessee so required to drill more than one well per funntities.	vall reasonably develop the acroade to	stained hereunder. Dut in disch	larging this obligation it shall in	no event
10. Lessor hereby warrants and agrees to en upon said land, either in whole or in pa	defend the title to said land and ag	rees that Lessee at its option	may discharge any tax, mortgage	e or other
entals and royalties accruing hereunder towards agreed that if Lessor owns an interest in s	d satisfying same. Without impairme	ent of Lessee's rights under th	e warranty in event of failure	ot title, it
educed proportionately. Failure of Lessee to	o reduce rental paid hercunder sha	ill not impair the right of Les	see to reduce royalties. All royal	ity interest
11. Should Lessee be prevented from conhereon or from producing oil or gas therefrom	aplying with any express or implied	covenant of this lease, from	conducting drilling or reworking on the material, or by operation	operations of force
najeure, or any Federal or state law or any orderovenant shall be suspended, and Lessee shall a	er, rule or regulation of governmental not be liable in damages for failure to	authority, then while so prevent comply therewith; and this le	ted, Lessee's obligation to comply ase shall be extended while and	with such so long as
essee is prevented by any such cause from co ime while Lessee is so prevented shall not be co	nducting drilling or reworking operation	ons on or from producing oil	or gas from the leased premises	s; and the
12. The undersigned Lessor, for himself and erein described, in so far as said rights of	homestead may in any way affect t	he purpose for which this les	ise is made as recited berein, i	and agrees
hat the annual drilling deferment rental payment in WITNESS WHEREOF, this instrument	mts made to Lessor as herein provide is signed, sealed and delivered on the	d will fully protect this lease date first above written	as to the full interests of the w	ndersigned.
VITNESS:		Dandall	77 7 9400 m	
In WITNESS WHEREOF, this instrument VITNESS:		Kally H.	Laggan	
, ,	THE PEAL A SHILL Lil.	Randall H. Gogg	ans S. S.	
Dece 1.50	TETTY THIS	Holly II. Goggan	5	(SEAL)
muse 6.00		William S. Wool	d~id~e	(SEAL)
Pec- 10.00	c0 JUL -7 AM 9: 43	Rita V. Wooldr		(SEAL)
Jered 1.00		Xill illiam 5 (1)	soldrille.	_ ' .
1 4 C-X	in die Januarien, Sa		Caldride !!	(SEAL)
		X / Lea l', sp	Lesso	(SEAL) T.
STATE OF Alabama				
		•		
COUNTY OF Shelbary				
Madine Cehrum		a Notary Public in and for se	id County, in said State, hereby	certify that
Randall H. Goggans and F	ife Holly II. Goggans a	and William E. Moo	oldridge and wife,	Rita V.
Moolaridge				
				
			signed to the foregoing instr	
whohnewn to me, acknowleds	ged before me on this day, that, being	informed of the contents of the in	nstrument he execute	ed the same
TO OUT THE CARY LOG SEIDS DEATE CARE.		J-401-K-		
Given trader my hand and Official Scal.	thisfday of	M . 1	, A. D. 19	
		Motory?	Cachrine Public in and for	
		William	- •	
	· •	77 77	——————————————————————————————————————	County,
si 66micaion emires: 2/	13/82	<u>Sillabaina</u>		
•	WIFE'S SEPARATE ACKN		300707000073710 Pg 2/2 .00	
STATE OF			lby Cnty Judge of Probate, F 107/1980 00:00:00 FILED/CER	
COUNTY OF				,
	·	a Motawe Dublic in and for said	l Commer in sold State de bomber	
on theday of				•
_				
signature to the within instrument, acknowledge	d that she signed the same of her ow	n free will and accord, and wi	rate and apart from the husband, to thout fear, constraints or threats	ouching her on the part
of her husband.				
Civen under my hand and Official Seal, t	bis day of		, A. D. 19	•
•	-			

		Notary Public in and for
Solfrication expires: 2//3/	- Piffe	Notary Public in and for Lacro Count
STATE OFCOUNTY OF	WIFE'S SEPARATE ACKNOWLEDGMENT	198007070000073710 Pg 2/2 .00 Shelby Cnty Judge of Probate,AL 07/07/1980 00:00:00 FILED/CERTIFIED
· · · · · · · · · · · · · · · · · · ·		d for said County, in said State, do hereby certify th
	, 19, came before me the within, known to me to be, known to me to be, who being examinate she signed the same of her own free will and accord	the wife of the within named
Given under my hand and Official Seal, this	day of	
•		Notary Public in and for

Oil, Gai, Dated. No. Arres. This instrument v day of Book. By Wh
