OIL, CAS AND MINERAL LEASE

THIS AGREEMENT made this13th		
Evelyn M. Hall, a widow	en i de esta de esta de la compania de esta de	TO THE TOTAL TRANSPORT OF THE PROPERTY OF THE
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Lessor (whether one or more) whose address is: Route 1 Box	26, Wilsonville, Alabama 35186	· } · · · · · · · · · · · · · · · · · ·
and Amoco Production Company, P.O. Box 50	0379, New Orleans, La. 70150	Lessee, WITNESSETH
1. Lessor in consideration of Ten & More		Dollar:
(\$ 10.00 & MOTO), in hand paid, of the royalties herein provide exclusively unto Lessee for the purpose of investigating, exploring, proping lines, building roads, tanks, power stations, telephone lines and other purposes.	led, and of the agreement of Lessee herein contained specting, drilling and mining for and producing oil, green structures thereon to produce, save, take care of	bereby grants, leads and lets and all other muserals, laying treat, transport and own said
products, and housing its employees, the following described land in	Shelby	
ф _{тт эт} с	ship 20 South Range 1 East	

Section 35: E¹/₂ of SE¹/₄

Section 36: Wa of SWa

198007070000074120 Pg 1/2 .00 Shelby Cnty Judge of Probate, AL 07/07/1980 00:00:00 FILED/CERTIFIED

Containing an aggregate 160 acres, more or less.

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 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

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 on 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 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 for 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 maint uned, 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, xyek xyek and water from said land, except water from Lessor's wells, for all operations hereunder, and royalty on oil, gas and nowalty and sometimes 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, Lassor 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.

ceive payment for all.

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 First National Bank at Wilsonville 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 Hundred Sixty Dollars & No/200 Dollars

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 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 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 us 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 husiness 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 of 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 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 here.

under. Lessee may withhold payment thereof unless and until furnished with a recordable instrument executed by all such parties designating an agent to re-

in paying quantities on said premises. Lessee so be required to drill more than one well per quantities.	so to do shall be the termination of to so that each forty (40) acre tract shall reasonably develop the acreage		ations for the drilling of any such or each well being worked on or covery of oil, gas or other mineral his obligation it shall in no event
10. Lessor hereby warrants and agrees to lien upon said land, either in whole or in parentals and royalties accruing hereunder towals agreed that if Lessor owns an interest in reduced proportionately. Failure of Lessoe covered by this lease (whether or not owned by 11. Should Lessee be prevented from contact that the covered by the lease of the prevented from contact the covered by the lessee of the prevented from contact the covered by the lease of the prevented from contact the covered by the lease of the prevented from contact the covered by the lease of the prevented from contact the covered by the covered by the lease of the prevented from contact the covered by the covered by the covered from covered by the covered by the covered from covered by the cover	art, and in event Lessee does so, and satisfying same. Without impairs said land less than the entire fee to reduce rental paid hereunder lessor) shall be paid out of the roya	it shall be subrogated to such lien with ment of Lessee's rights under the warrant simple estate, then the royalties and reshall not impair the right of Lessee to relate herein provided.	right to enforce same and apply nty in event of failure of title, it entails to be paid Lessor shall be educe royalties. All royalty interest
thereon or from producing oil or gas therefrom majeure, or any Federal or state law or any ord covenant shall be suspended, and Lessee shall Lessee is prevented by any such cause from cotime while Lessee is so prevented shall not be could be undersigned Lessor, for himself a	her, rule or regulation of government her, rule or regulation of government not be liable in damages for failure onducting drilling or reworking oper ounted against Lessee, anything in the	ty to obtain or to use equipment or not all authority, then while so prevented, Less to comply therewith; and this lease shall ations on or from producing oil or gas this lease to the contrary notwithstanding.	naterial, or by operation of force ee's obligation to comply with such he extended while and so long as from the leased premises; and the
herein described, in so far as said rights of that the annual drilling deferment rental paym in WITNESS WHEREOF, this instrument WITNESS:	homestead may in any way affected to Lessor as herein prov	t the purpose for which this lease is mided will fully protect this lease as to the date first above written	ade as recited herein, and agrees e full interests of the undersigned.
**************************************	· · · · · · · · · · · · · · · · · · ·	Evelyn M. Hall	(SEAL)
	THIS		(SEAL)
1926	3 1111 7	S.S.#	(SEAL)
	JUL -7 41 9: 40	mual 8.00	(SEAL)
	TOUGHT PROBATE	Ruc: 10.00	Lessor.
STATE OF ALABAMA		20.50	•
COUNTY OF SHELBY			
L. Carol Shubert Evelyn M. Hall, a widow			ty, in said State, hereby certify that
			gned to the foregoing instrument, and
who is known to me, acknowled voluntarily on the day the same bears date.	ged before me on this day, that bein	g informed of the contents of the instrument	t executed the same
voluntarily on the day the same hears date. Given under my hand and Official Seal,	this 3 day of	120	D. 19.
		Notary Public in	and and and and an arrangement of the second
Mr-commission empires: 5	-/ 7/	ALABAMA	County,
	WIFE'S SEPARATE AC	KNOWLEDGMENT	
STATE OF	······ }	Shelby Cnty	0074120 Pg 2/2 .00 Judge of Probate, AL
COUNTY OF	}	Shelby Cnty 07/07/1980	/ Judge of Probate, AL 00:00:00 FILED/CERTIFIED
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