

OIL, GAS AND MINERAL LEASE

THIS AGREEMENT made this 19th day of June, 1980, between  
Linda L. Floney, Lessor and Lessee, a single woman

Lessor (whether one or more) whose address is: 1117 N. 1st St.,  
and Lessee, WITNESSETH:

1. Lessor in consideration of \$100.00 Dollars  
(\$100.00), in hand paid, of the royalties herein provided, and of the agreement of Lessee herein contained, hereby grants, leases 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  
products, and housing its employees, the following described land in Shelby County, Alabama, to-wit:

Section 10 North, Range 1 East  
Section 11: 10 North, Range 1 East  
Section 12: 10 North, Range 1 East  
Section 13: 10 North, Range 1 East  
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Section 100: 10 North, Range 1 East

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Shelby Cnty Judge of Probate, AL  
07/18/1980 00:00:00 FILED/CERTIFIED

It is hereby understood and agreed 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  
further agreed that Lessee must have an additional written consent from land man before  
operation can begin on cultivator land.

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 819.5 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 then 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 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 (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 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 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, coal, wood and water from said  
land, except water from Lessor's wells, for all operations hereunder, and royalty on oil, gas and coal 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 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 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 First Bank of Childersburg, Vincent Br. Bank at Childersburg, 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 Eight Hundred Nineteen and 50/100 Dollars

(\$819.50), (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 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 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 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 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 com-  
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 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 dis-  
covery 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 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 prosecut-  
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 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 there-  
of 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 hereunder shall maintain this lease as to such participant. In event of assignment of this lease as to a segregated por-  
tion 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-  
ceive payment for all.



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

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

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

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

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

WITNESS:

RECORDER'S MEMORANDUM  
At the time of recordation, this instrument was found to be inadequate for the best photographic reproduction.

*Lynda E. Florey* (SEAL)  
Lynda E. Florey (SEAL)

S.S. # [REDACTED] (SEAL)  
*Carleen E. Embry* (SEAL)  
Carleen Embry (SEAL)

Lessor.

STATE OF ALABAMA  
COUNTY OF SHELBY

I, *NOLAN H. ROBERTSON*, a Notary Public in and for said County, in said State, hereby certify that  
*LYNDA E. FLOREY, a widow AND Carleen Embry, a widow*

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 *The 1* executed the same voluntarily on the day the same bears date.

Given under my hand and Official Seal, this *14* day of

*June* A. D. 19*80*  
*Nolan H. Robertson*  
Notary Public in and for  
*State of - Large* County,  
*Alabama*

*My Commission expires: 12-3-83*

WIFE'S SEPARATE ACKNOWLEDGMENT

STATE OF  
COUNTY OF

I, \_\_\_\_\_, a Notary Public in and for said County, in said State, do hereby certify that  
on the \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_, came before me the within named \_\_\_\_\_,  
known to me to be the wife of the within named \_\_\_\_\_

\_\_\_\_\_, who being examined separate and apart from the husband, touching her signature to the within instrument, acknowledged that she signed the same of her own free will and accord, and without fear, constraints or threats on the part of her husband.

Given under my hand and Official Seal, this \_\_\_\_\_ day of \_\_\_\_\_, A. D. 19\_\_\_\_.

Notary Public in and for

County,

Producers 88 Rev.	No.	Oil, Gas and Mineral Lease	FROM	TO	Dated _____, 19____	Acres _____	County, Alabama	This instrument was filed for record on the _____ day of _____, 19____, at _____ o'clock _____ M., and duly recorded in Book _____, Page _____, the _____ records of this office.	(Official Title)	By _____	When recorded return to _____
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1980 JUL 18 AM 8:11

*Shelby County Probate Court*  
JULY 18 1980

Y mineral	40.98
Deed	12.00
Rec	15.00
Sub	1.00
	<hr/> 68.98

EXHIBIT A

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Shelby Cnty Judge of Probate, AL  
07/18/1980 00:00:00 FILED/CERTIFIED

Township 19 South, Range 2 East

Section 25: NE¼ of SE¼

Township 18 South, Range 2 East

Section 14: Begin at the NW corner of the SW¼ of SW¼; North along the Section line 2000 ft.; 90° East 2250 ft; SEly 380 ft; SEly 1450 ft; NEly 220 ft; NEly 100 ft; Southerly 450 ft; SEly 420 ft; SEly 230 ft. to creek; Southerly along West bank of said creek 480 ft; NWly 1000 ft; SWly 2480 ft. to the South line of Section; West along South line of Section 1040 ft; 90° North 1000 ft; 90° West 700 ft; 90° North 300 ft; 90° West 680 ft. to POB.

Township 19 South, Range 2 East

Section 15: Begin at NW corner of NE¼ of NW¼; East 380 ft to a point; South 210 ft; East 210 ft; North 210 ft; East 350 ft; South 150 ft; East 245 ft; South 150 ft; West 100 ft; SE 210 ft; West 137.45 ft. SE 404.7 ft; NE 120.3 ft; South 480 ft. more or less to South line of ¼-¼ section; West along said South line to SW corner; North along Western ¼-¼ section line to POB. Also: Begin at SW corner of NE¼; North 1750 ft; SE 70 ft; SE 188 ft; NE 210 ft to SW R/W of Phillips Drive; South 301.98 ft; East 210 ft to SW R/W of Phillips Drive; South along said Drive 200 ft; East across Phillips Drive to a point; NE 170 ft; North 138.3 ft; NE 280 ft; NW 415.1 ft; SW 250 ft; NW 210 ft; NE 210 ft; NW 210 ft; SW 420 ft to Eastern R/W of Phillips Drive; North along said Drive 100 ft; NE 205 ft; NW 121 ft; North 110 ft; East 210 ft; South 90 ft; SE 91 ft; East 195 ft; North 150 ft; SE 300 ft; SE 425 ft more or less to ¼-¼ line; South along said ¼-¼ line 1080 ft; SW 590 ft to NE R/W of Phillips Drive; North along said Drive 70 ft; NE 420 ft; NW 210 ft; SW 420 ft to NE R/W of Phillips Drive; North along said Drive 480 ft; NE 300 ft; SE 166.4 ft; NE 261.78 ft; NW 166.4 ft; SW 590 ft to SW R/W of Phillips Drive; South along said Drive 260 ft; SW 105 ft; SE 210 ft; NE 105 ft. to R/W of Phillips Drive; South along said Drive 370 ft; SW 209 ft; SE 104 ft; Ne 210 ft to Phillips Drive; South along said Drive 215 ft to South line of ¼ section; West 1300 ft. to POB.

SIGNED FOR IDENTIFICATION:

*Lynda E. Florey*  
Lynda E. Florey

Witness: *Peterson M. Ryan*

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