4371

RMENDMENT NO. 1 TO LEASE AGREEMENT

THIS AMENDMENT NO. 1 to that certain Lease Agreement dated the 30th day of November, 1979 (the "Lease Agreement") by and between ALABAMA PROPERTY COMPANY, an Alabama corporation, hereinafter called "Lessor," and AMOCO PRODUCTION COMPANY, a Delaware corporation, hereinafter called "Lessee";

WITNESSETH:

Shelby Cnty Judge of Probate, AL 09/26/1980 00:00:00 FILED/CERTIFIED

WHEREAS, Lessor and Lessee have heretofore entered into the Lease Agreement pursuant to which Lessee leased certain oil and gas rights; and

WHEREAS, Exhibit A to the Lease Agreement contained OO a description of the lands leased thereunder, with such description containing a schedule of tracts numbered l through 19, with the terms and provisions of the Lease Agreement applying to each tract as if the lands in such tract were separately contained in a separate and distinct lease agreement; and

WHEREAS, certain omissions from the description of certain tracts have now been discovered and Lessor and Lessee are desirous of including said lands under the Lease Agreement.

NOW, THEREFORE, premises considered, the Lease Agreement is hereby amended by adding to the description contained in Exhibit A attached to the Lease Agreement the following described lands to be included in the appropriate tracts:

TRACT 5

Shelby County

| Section | Township | Range | Acres | Description |
|---------|----------|-------|-------|---------------|
| 3 | 22-S | 4-W | 40.00 | SW 1/4-SE 1/4 |

Bene Enne 2, 7 700

22

833x 454 -20 169

| | | | TRACT L | _ | \mathbb{Z}^{A} | | | | |
|------------|----------------|----------|-------------|--------------|---|--|--|--|--|
| | | Ti | alladega Co | ounty 300x 1 | 512 page 67 | | | | |
| | Section | Township | Range | Acres | Description | | | | |
| | 13 | 18-S | 3-Ξ | 275.66 | S 1/2-NE; NE 1/4-NW 1/4; SW 1/4-NW 1/4; NE 1/4-SW 1/4; N 1/2 SE 1/4 | | | | |
| | | | TRACT 1 | 6 | | | | | |
| | Calhoun County | | | | | | | | |
| | Section | Township | Range | Acres | Description | | | | |
| | 21 | 1.4-S | 9-E | 80.04 | SW 1/4-NW 1/4; NW 1/4-SW 1/4 | | | | |
| | | | TRACT 1 | . 7 . | | | | | |
| | Calhoun County | | | | | | | | |
| | Section | Township | Range | Acres | Description | | | | |
| | 1 | 16-S | 9-E | 35.23 | SE 1/4-NW 1/4 less 4 ac. in N 1/2 | | | | |
| 2 | 7 | 16-S | 9-E | 39.85 | NW 1/4-NW 1/4 | | | | |
| JAN PREBUS | 19 | 15-S | 9-E | 638.40 | All | | | | |
| | | | TRACT] | L 8 | | | | | |
| | Calhoun County | | | | | | | | |
| B00K | Section | Township | Range | Acres | Description | | | | |
| | 21 | 15-S | 8-E | 106.42 | E 1/2-NW 1/4;NW 1/5 SW 1/4 less 13.58 described in that certain deed from 5 bama Mineral Land to Alabama Propert; Company dated Dece: 28, 1972 | | | | |
| | 31 | 15-S | 9-E | 633.60 | All | | | | |
| | | | TRACT | 19 | - | | | | |
| | | | Talladega (| County | | | | | |
| | Section | Township | Range | Acres | Description | | | | |
| | 23 | 16-S | 5-E | 39.93 | SW 1/4-SE 1/4 | | | | |
| | 27 | 16-S | 5-E | 79.91 | E 1/2-SE 1/4 | | | | |
| | 19 | 16-S | 6-E | 318.96 | NW 1/4-NE 1/4;SW 1 NW 1/4;W 1/2-SW 1/ SE 1/4 | | | | |

In consideration for the addition of the above-described lands to the tracts leased to Lessee under the Lease Agreement, Lessee has paid to Lessor the additional sum of \$11,440.00, the receipt of which is hereby acknowledged.

The Lease Agreement is further amended hereby to increase the total acreage specified in Exhibit A thereto and as contained in paragraph number 1 of the Lease Agreement, from Ninety-six Thousand One Hundred Sixty-nine (96,169) acres, more or less, to Ninety-eight Thousand Four Hundred Fifty-seven (98,457), more or less (which increased acreage figure may be relied on in calculating rental or other payments under the Lease), and the total acreage for tracts 5, 15, 16, 17, 18 and 19 as shown on Exhibit A to the Lease Agreement are hereby increased to 5094.35, 5195.15, 5898.87, 6227.44, 5760.37, 5083.9 acres, respectively.

Except to the extent specifically amended hereby, the Lease Agreement remains in full force and effect.

IN WITNESS WHEREOF, the parties hereto have executed this Amendment No. 1 in duplicate, as of the 14 day of Jehruary, 1980.

ALABAMA PROPERTY COMPANY

Ву

Its/

AMOCO PRODUCTION COMPANY

By

Its PITORNEY IN FACT

ETTORNEY - IN - FACT

- - - -

COUNTY OF JEFFERSON)

19800926000108990 Pg 4/4 .00 Shelby Cnty Judge of Probate, AL 09/26/1980 00:00:00 FILED/CERTIFIED

Sec. 16

| I, the undersigned, a Notary Public in and for said |
|---|
| County in said State, hereby certify that Jesse 5. Vante |
| whose name as Vice President |
| of Alabama Property Company, a corporation, 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 con- |
| veyance, he, as such officer and with full authority, executed |
| the same voluntarily for and as the act of said corporation. |
| Given under my hand and official seal, this the 19 |
| day of February, 1980. William G. Haller, J. |
| CALHOUN CO. Notary Public : O : C) |
| STATE OF LOUISIANA) ALABAMA CALHOUN CO. Notary Public |
| PARISH OF JEFFERSON) INSTRUMENTAL AND 36 |
| *50 HH 72 |
| I, the undersigned notary Public and for said |
| Parish in said State, hereby certify that WILLIAM THALE. |
| , whose name as ATTORNEY - IN - FACT |
| of AMOCO Production Company, a corporation, is signed to the so |
| foregoing conveyance, and who is known to me, acknowledged |
| before me on this day that, being informed of the contents |
| of the conveyance, he, as such officer and with full authority, |
| executed the same voluntarily for and as the act of said |
| corporation. |
| Given under my hand and official seal, this the $\frac{6}{3}$ |
| day of February, 1980. Thehard & Enter. |
| Notary Public |
| TALLADEC - COU. T. T. Was filed in my office for record on the |
| I hereby certify that this |
| and the $\frac{37 \text{ CR}}{\text{May}}$, $\frac{19}{\text{May}}$, $\frac{30}{\text{May}}$, $\frac{31}{\text{Max}}$, $\frac{45}{\text{Max}}$ at Page $\frac{76}{\text{May}}$, and on the $\frac{31}{\text{May}}$ day of $\frac{19}{\text{May}}$, $\frac{31}{\text{Max}}$ of $\frac{45}{\text{Max}}$ has been paid hereon. |
| on the 31 day of |