

The burden of the obligation hereunder shall be upon Lessee to maintain the well or wells on this lease not less than one acre within the leased area until production is bottomed up as provided. If the obligation is fulfilled by the drilling of a well or wells, Lessee shall have ninety (90) days after receipt of written notices by Lessor 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 ninety-days period for failure so to do shall be the termination of this lease save as to forty (40) acres for each well being so drilled 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 cause-and/or 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. Lessee 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 to apply rentals and royalties accruing hereunder toward satisfaction same. Without impairment of Lessee's rights under the warrants 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 Lessor 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 Lessee 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 thereon by reason of scarcity of or inability to obtain or to use equipment or material, or by operation of the provisions of any Federal or state law, or any other rule or regulation, or by operation of the law of the state while said law, rule or regulation is in effect, Lessee shall not be deemed in default for failure to comply therewith, and this lease shall be extended, when and so long as Lessee is so 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 waives and releases all rights of homestead in the premises herein described, in as 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.

10. In the event that Lessee, during the primary term of this lease, is unable to obtain a title which is acceptable to the parties hereto for purchase of the Section 30, 31, 32, 33 or all of the Section 30, 31, 32, 33 and covering all or a portion of the land described herein with the lease becoming effective upon expiration of this lease, Lessor hereby agrees to notify Lessee in writing of said offer immediately, including in the notice the name and address of the offeror, the price offered and all other pertinent terms and conditions of the offer. Lessee, for a period of fifteen days after receipt of the notice, shall have the prior and preferred right and option to purchase the lease or part thereof or interest therein, covered by the offer at the price and according to the terms and conditions specified in the offer. All offers made up to and including the last day of the primary term of this lease shall be subject to the terms and conditions of this Section. Should Lessee elect to purchase the lease pursuant to the terms hereof, Lessee shall so notify Lessor in writing by mail or telegram prior to expiration of said 15 day period. Lessee shall promptly thereafter furnish to Lessor the new lease for execution on behalf of Lessor's, along with Lessee's sight draft payable to Lessor in payment of the specified amount as consideration for the new lease, such draft being subject only to approval of title according to the terms thereof. Upon receipt thereof, Lessor's shall promptly execute said lease and return same along with the endorsed draft to Lessee's representative or through Lessor's bank of record for payment.

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

WITNESS:

Lloyd Davis
Lloyd Davis, a single man

S. S. 11

STATE OF ALABAMA

COUNTY OF SHELBY

1. NOLAN H. ROBERTSON

I, a Notary Public in and for said County, in said State, hereby certify that

Lloyd Davis, a single man

Whose name is signed to the foregoing instrument, 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 16 day of Sept.

Notary Public, in and for

My commission expires: 12-3-83

ALABAMA

WIFE'S SEPARATE ACKNOWLEDGEMENT

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

Oil, Gas and Mineral Lease

1133

13.1

12

Links, Albers

the first time in the history of the world.

11

the club was awarded the

Fig. 1.

records of the office.

4.9.1.1

—