

OIL, GAS AND MINERAL LEASE

5

Sept.

50

THIS AGREEMENT made this _____ day of _____ between
Gloria K. Peterson and husband, Walter Peterson, Jr., Mary K. Oliver and husband, Albert
Oliver, Otis Kelley and wife, Lydia Kelley,
Alvin Kelley and husband, Wilmer Kelley, Emmitt Kelley, single man, and
Tom Kelley, a single man

Lessor - either one or more whose address is Rt. 1, Box 478, Vincent, Al. 35173

and Lessee Amoco Production Company, P.O. Box 50379, New Orleans, La. 70150

LESSOR, WITNESSETH

Lessor in consideration of Ten and More Dollars

10.00 & more

in hard paid of the royalties herein provided and of the agreement of Lessor 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, triglycerides, dikes 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, Alabama, County.

Township 19 South, Range 2 East

Section 3: N $\frac{1}{2}$ of NE $\frac{1}{4}$; E $\frac{1}{2}$ of SW $\frac{1}{4}$ of NE $\frac{1}{4}$.

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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 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, or such not in touch with the boundaries of the land particularly described above. For the purpose of determining the amount of any money payment hereunder, the lands herein shall be treated as comprising 1504 acres, whether there be more or less, and in the event of a partial assignment of surrender hereunder, the assigned or surrendered portion or portions shall be deemed to constitute no less than one-half 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 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 at credit; (b) on gas, one-eighth ($1/8$) of the market value at the well of the gas used by Lessor 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 income 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 on oil bases, there shall be deducted 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 value of Lessor's share, except that no sulphur mined and marketed, the royalty shall be fifty cents (50¢) 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 Lessor's rights may be maintained, in the absence of production or drilling operations, by commencing, or resuming rental payments (hereinafter referred to as shut-in gas payments) as hereinabove 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, Lessor'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/or the anniversary date thereof shall be considered as a fixed rental period, and if such payments are made, it will be considered that oil or gas or gaseous substance is being produced with or in accordance with the provisions of paragraph 2 hereof. Lessor 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 used.

4. Lessor, at its option, is hereby given the right and power to pool or combine the acreage covered by the lease or any portion thereof with other land, less or more, in the terminable acreage thereof, when in Lessor's judgment, it is necessary or advisable to do so in order properly to develop and operate said premises in compliance with any federal 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 Lessor, promote the conservation of the oil and gas in and under and that may be produced, upon said premises. Lessor 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 particular wells be located on the premises covered by this lease or not. In view 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 above provided on or before one year from this date the lease shall then terminate as to all parts, unless or before such anniversary date Lessee shall pay or tender to Lessor or to the credit of Lessor in Central, bank at Leeds, Alabama, or 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 results the sum of

One Hundred Four and No/100

104.00 Dollars

(herein called rental), which shall cover the privilege of deferring commencement of drilling operations for a period of twelve (12) months from the issuance 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 credit 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, insulate 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 Lessee shall furnish to Lessor 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 deducted as a credit rental for the 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 then 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 thirty days thereafter or if, after such time, 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 separation of thirty days from the 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 term. Note: 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, such Lessee may drill 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 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 is not producing oil, gas or 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. Lesser agrees to drill such hole 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 Lessor on said land, including the rig, tools, and equipment, drilling. 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 or at any time in the future. Lessor, agent, Lessor 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 such assignee or division or co-ownership of the land or rentals or credits however accomplished, shall operate to enlarge the obligations or diminish the rights of Lessor, and no change in division or co-ownership shall be binding upon Lessor until it has been furnished by registered U. S. mail at Lessor's principal place of business with a certified copy of recordable instrument or instruments evidencing same. In the event of a joint interest herein, Lessor shall have the right to demand payment of any obligation hereunder shall rest exclusively upon the owner of the lease or of a portion thereof who remains in sole breach. In the event of a joint interest, the person entitled to rental hereunder, Lessor may pay or tender such rentals to the credit of the deceased or the estate of the deceased until such time as Lessor 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 Lessor is furnished with evidence satisfactory to Lessor 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, Lessor may pay or tender said rental jointly to such persons or to their joint credit as the depository named herein, or, at Lessor's election, the proportionate part of said rental to which each participant is entitled may be paid or tendered to him or payable to his signature credit in said depository, and payment or tender to any participant of his portion of the rentals hereunder shall remain on this lease as to such participant. In event of a jointment of the 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 agent to receive 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 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 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 Lessor) shall be paid out of the royalty herein provided.

11. Should Lessor 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, Lessor'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 deferrment rental payments made to Lessor as herein provided will fully protect this lease as to the full interests of the undersigned.

13. In the event that Lessor, during the primary term of this lease, receives a bona fide offer which Lessor is willing to accept from any party offering to purchase from Lessor a lease covering any or all of the substances covered by this lease 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, it 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

XX

Emmett H Kelley
Emmett Kelley

Otis Kelley
Otis Kelley
Lydie Kelley S
Lydie Kelley
V.

Wilmer H Kelley
STATE OF ALABAMA Wilmer Kelley

COUNTY OF SHELBY .

Nolan H. Robertson

X Tom Kelley
Tom Kelley

Gloria K Peterson

Gloria K. Peterson S. S.

Walter Peterson Jr (SEAL)

Mary G. Oliver (SEAL)

Mary K. Oliver (SEAL)

Albert Oliver Jr (SEAL)

Albert Oliver (SEAL)

Alene Kelley (SEAL)

Alene Kelley

Alene Kelley

a Notary Public in and for said County, in said State, hereby certify that Gloria K Peterson and hus., Walter Peterson, Jr., Mary K. Oliver and hus., Albert Oliver, Wilmer Kelley and wife, Alene Kelley, Otis Kelley and wife, Lydie Kelley, Emmett Kelley an single man, Tom Kelley, a single man

Whose name are signed to the foregoing instrument, and

who all doth acknowledge before me on this day, that, being informed of the contents of the instrument, they executed the same voluntarily on the day the same bears date.

Given under my hand and seal this 20 day of

NOVEMBER Sept. 1980, at Ruleton
Notary Public in and for
Shelby County,

My commission expires: 12-3-83

ALABAMA

STATE OF _____
COUNTY OF _____ }

WIFE'S SEPARATE ACKNOWLEDGEMENT
STATE OF ALA, SHELBY CO.
I CERTIFY THIS
INSTRUMENT WAS FILED

1980 DEC 19 AM 9:59

Disc 1.50
Moral 5.20
Rec. 14.00
Fed. 1.00
21.70

I, _____ a Notary Public in and for said County, in said State, do hereby certify that on the _____ day of _____ came before me the within named JUDGE OF PROBATE

known to me to be the wife of the within named _____

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

Given under my hand and Official Seal, this _____ day of

A. D. 19

Notary Public in and for

County,

19801219000144410 Pg 2/2 .00
Shelby Cnty Judge of Probate, AL
12/19/1980 00:00:00 FILED/CERTIFIED

Oil, Gas and Mineral Lease

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less

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When received return to