

MINERAL DEED
Consisting of Three Pages in the Main Body
and Three Attached Exhibits ("A", "B" and "C")

THE STATE OF ALABAMA §

333

COUNTY OF SHELBY §

KNOW ALL MEN BY THESE PRESENTS, that in consideration of the sum of \$10.00 hand paid in cash by or on the behalf of the Estate of Hortense E. Davant, Deceased, Mary Anne Davant Dunnam, Kathryn Davant Dodson, John Edwin Davant, and Laura Lea Davant Jones, to Robert M. Davant, Jr., the receipt and sufficiency of which is by me confessed and acknowledged, I, Robert M. Davant, Jr., also known as Robert Matthews Davant, Jr., Robert Matthews Davant, Robert M. Davant, and Bobby Davant, of the County of Harris and State of Texas, hereinafter called "Grantor," have granted, sold, assigned, delivered and conveyed, and by these presents do grant, sell, assign, deliver and convey, unto The First National Bank of Corsicana, Texas, of the County of Navarro, State of Texas, a national banking corporation, as independent executor and trustee under the Will and Estate of Hortense Eleanor Davant (also known as Hortense E. Davant), Deceased, hereinafter called "Grantee", all of my interest in and to the minerals and mineral rights, as hereinafter defined, together with all mining rights and privileges pertaining thereto, in, under or upon the following described lands in the State of Alabama, to-wit:

All property conveyed to Grantor by or on behalf of Hortense Eleanor Davant, also known as Hortense E. Davant, during her lifetime, which was not accompanied by a conveyance to Grantor of the surface rights, including but not limited to at least an undivided one-half (1/2) interest in the property described in Exhibit "A", which Exhibit "A" is attached hereto and incorporated herein for all purposes.

As used herein, the words "mineral", "minerals", "mineral rights", "mineral interests", or other derivation of the word "mineral", whether used as a noun or as an adjective, or howsoever used, shall in all instances be construed and defined to include, but not be limited to, iron ore, oil, petroleum, gas, limestone, sulfur, coal, lignite, sand, gravel and other minerals, without restriction, including minerals on the surface or at any depth which must be produced by open-pit or strip-mining, or howsoever extracted or produced.

The above described minerals are conveyed together with the right of ingress and egress at all times for the purpose of mining, drilling and exploring said land for minerals and removing the same therefrom.

THE FIRST NATIONAL BANK

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If Grantor has executed any instrument purporting to be a mineral lease, then the name of the lessee(s) will be set out in the space immediately provided for herein, viz.: Atlantic Richfield Company, and a true and correct copy of said lease(s), if any, will be labeled Exhibit "B" and will be attached hereto and incorporated herein for all purposes, it being understood and agreed that with respect to the warranties herein made by Grantor, this conveyance is made subject to the terms of such lease(s), if any, but all benefits due and to be paid under said lease(s), if any, are to inure and be paid to Grantee. If there are no such leases, a document labeled Exhibit "B" will be attached hereto and incorporated herein for all purposes, endorsed to read: "None". Without limitation on the breadth hereof, this conveyance covers and includes all of the mineral royalty or other consideration, cash, property or right, due and to be paid under the terms of said lease, insofar as it covers the above described land. Neither Grantor nor Grantee represent or acknowledge, herein, the legal validity or invalidity of any said lease.

Without limiting the foregoing, it is further understood and agreed that one hundred percent of the money rentals or other consideration or benefits, which may be paid on the above described land, to extend the terms of said lease, if any, is to be paid to the Grantee hereunder; and, in the event that the above described lease, if any, becomes cancelled or forfeited for any reason, then and in that event, Grantee shall own, hereunder, all minerals in and under the lands described in Exhibit "A" hereto, together with all bonuses paid, and all royalties and rentals or other cash or property provided for in future mineral leases covering said lands.

BE IT KNOWN, that for the same consideration as above recited, and in addition to the purposes, warranties and other matters set forth above or below this paragraph, this instrument shall also serve as a substitute or correction deed, substituting, ratifying, replacing, republishing and reaffirming, for the record, an older deed executed by the undersigned on or about February 6, 1973, a copy of which is labeled Exhibit "C" and is attached hereto and incorporated herein for all purposes, which Exhibit "C" was delivered and became effective no later than February 19, 1973. Nevertheless, it is the intent of the Grantor, the Grantee, and the third parties named herein, that the warranties granted

hereunder shall be valid as of the execution date hereof, except that, in view of the disclosures set forth in this paragraph, Grantor obviously does not warrant that he did not execute Exhibit "C".

TO HAVE AND TO HOLD the above described property, together with all and singular the rights and appurtenances thereto in any wise belonging, unto the said Grantee herein, its successors and assigns forever; and Grantor does hereby bind himself, his successors, heirs, executors and administrators, to warrant and forever defend all and singular the said property unto the said Grantee herein, its successors and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof. However, Grantor does not, by the execution of this deed, warrant any matters affecting title prior to any grant conveying any interest in the property herein conveyed to Grantor, except that Grantor warrants that he knows of no title defects occurring prior to Grantor's inception of title hereto.

WITNESS MY HAND this 19th day of December, 1980.

Robert M. Davant, Jr.
Robert M. Davant, Jr.

STATE OF TEXAS §

COUNTY OF NAVARRO §

I, JANE L. LUTHER, a Notary Public in and for said County, in said State, hereby certify that Robert M. Davant, Jr., whose name 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 conveyance, he executed the same voluntarily on the day the same bears.

Given under my hand, this 19th day of December, 1980.

(LS)

Jane L. Luther
Notary Public in and for
said County and State.

My commission expires: 1/12/84

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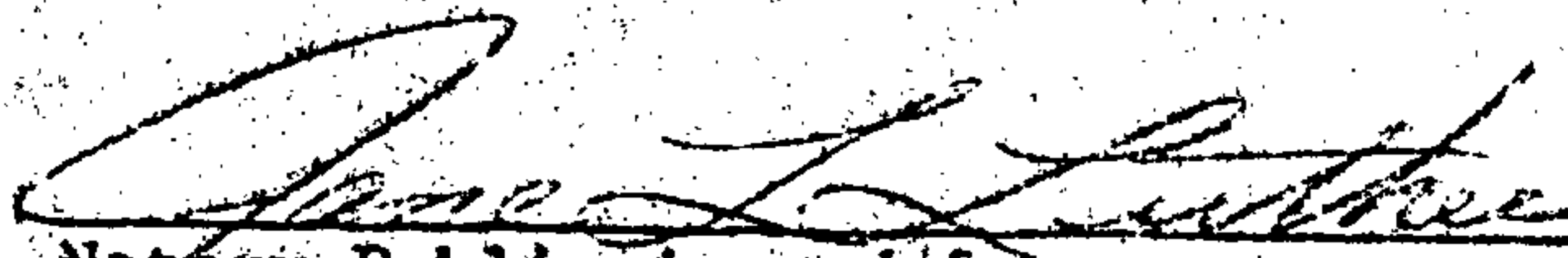
THE STATE OF TEXAS

COUNTY OF NEVADA

BEFORE ME, the undersigned authority, in and for said County, Texas, on this day personally appeared ROBERT M. DAVANT, JR., known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, This 19th day of December, 1980.

(LS)


Notary Public in and for
said County, Texas.

My commission expires: 1/12/84

EXHIBIT "A"

THE STATE OF ALABAMA §

COUNTY OF SHELBY §

NE 1/4 of NE 1/4; SE 1/4 of NE 1/4; SW 1/4 of NE 1/4; SW 1/4 of Section; NE 1/4 of SE 1/4; NW 1/4 of SE 1/4; SW 1/4 of SE 1/4; NE 1/4 of NW 1/4; SW 1/4 of NW 1/4; all in Section 25, Township 17 South, Range 1 East.

NW 1/4 of Section; SW 1/4 of Section; all in Section 11, Township 18 South, Range 1 East.

NW 1/4 of Section 21, Township 18 South, Range 1 East.

NW 1/4 of Section 9, Township 18 South, Range 2 East.

NE 1/4 of NE 1/4; NW 1/4 of NE 1/4; SW 1/4 of NE 1/4; NW 1/4 of Section; SW 1/4 of SW 1/4; all in Section 11, Township 18 South, Range 2 East.

NE 1/4 of Section; NW 1/4 of Section; all in Section 29, Township 18 South, Range 2 East.

NW 1/4 of NE 1/4; SE 1/4 of Section; NW 1/4 of Section; all in Section 3, Township 19 South, Range 1 East.

NW 1/4 of SW 1/4; SW 1/4 of SW 1/4; all in Section 17, Township 18 South, Range 1 West.

NW 1/4 of Section; NE 1/4 of Section; all in Section 23, Township 18 South, Range 1 West.

SW 1/4 of Section; E 1/2 of NW 1/4 of Section; all in Section 33, Township 18 South, Range 1 West.

NE 1/4 of NW 1/4; SW 1/4 of NW 1/4; all in Section 13, Township 19 South, Range 2 West.

NE 1/4 of NE 1/4; SE 1/4 of NE 1/4; SW 1/4 of NE 1/4; all in Section 21, Township 19 South, Range 2 West.

NE 1/4 of SE 1/4; SE 1/4 of SE 1/4; all in Section 27, Township 20 South, Range 3 West.

NW 1/4 of SE 1/4; SW 1/4 of NE 1/4; all in Section 13, Township 20 South, Range 4 West.

SW 1/4 of Section 27, Township 20 South, Range 4 West.

SE 1/4 of NE 1/4; NE 1/4 of SE 1/4; NW 1/4 of SE 1/4; SW 1/4 of SE 1/4; SW 1/4 of Section; all in Section 1, Township 21 South, Range 5 West.

N 1/2 of NE 1/4 of Section 7, Township 19 South, Range 1 East (Oil, Gas, Petroleum and Sulphur only).

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RMD

NW 1/4 of SE 1/4 (Oil, Gas, Petroleum and Sulphur only) of Section 17, Township 19 South, Range 2 West.

NE 1/4 of SW 1/4; NW 1/4 of SW 1/4; NW 1/4 of Section (Oil, Gas, Petroleum and Sulphur only); all in Section 30, Township 19 South, Range 2 West.

NE 1/4 of NE 1/4; NW 1/4 of NE 1/4; SE 1/4 of NE 1/4; NE 1/4 of SE 1/4; NW 1/4 of SE 1/4; SW 1/4 of SE 1/4; NW 1/4 of Section; SW 1/4 of Section (Oil, Gas, Petroleum and Sulphur only); all in Section 35, Township 19 South, Range 3 West.

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1
Allen
RMD

OIL, GAS AND MINERAL LEASE

THIS AGREEMENT made this 24th day of September 19 72 betweenRobert M. Davant, Jr., a single manlessor (whether one or more), whose address is: Post Office Box 19629, Houston, Texas 77024and Atlantic Richfield Company

, lessee, WITNESSETH:

1. Lessor, in consideration of Ten and more Dollars, receipt of which is hereby acknowledged, and of the covenants and agreements of lessee hereinafter contained, does hereby grant, lease and let unto lessee the land covered hereby for the purposes and with the exclusive right of exploring, drilling, mining and operating for, producing and owning oil, gas, sulphur and all other minerals (whether or not similar to those mentioned), together with the right to make surveys on said land, lay pipe lines, establish and utilize facilities for surface or subsurface disposal of salt water, construct roads and bridges, dig canals, build tanks, power stations, power lines, telephone lines, employee houses and other structures on said land, necessary or useful in lessee's operations in exploring, drilling for, producing, treating, storing and transporting minerals produced from the land covered hereby or any other land adjacent thereto. The land covered hereby, herein called "said land", is located in the County of Shelby, State of Alabama, and is described as follows:

See Exhibit One attached hereto and incorporated herein by reference as if the same were fully set out herein verbatim.

This lease also covers and includes, in addition to that above described, all land, if any, contiguous or adjacent to or adjoining the land above described and (a) owned or claimed by lessor by limitation, prescription, possession, reversion or unrecorded instrument or (b) as to which lessor has a preference right of acquisition. Lessor agrees to execute any supplemental instrument requested by lessee for a more complete or accurate description of said land. For the purpose of determining the amount of any bonus, delay rental or

other payment hereunder, said land shall be deemed to contain 4,520.00 acres, whether actually containing more or less, and the above recital of acreage in any tract shall be deemed to be the true acreage thereof. Lessor accepts the bonus and agrees to accept the delay rental as lump sum considerations for this lease and all rights, and options hereunder.

2. Unless sooner terminated or longer kept in force under other provisions hereof, this lease shall remain in force for a term of five (5) years from the date hereof, hereinafter called "primary term", and as long thereafter as operations, as hereinafter defined, are conducted upon said land with no cessation for more than ninety (90) consecutive days.

3. As royalty, lessee covenants and agrees: (a) To deliver to the credit of lessor, in the pipe line to which lessee may connect its wells, the equal one-eighth part of all oil produced and saved by lessee from said land, or from time to time, at the option of lessee, to pay lessor the market price of such one-eighth part of such oil at the well as of the day it is run to the pipe line or storage tanks, lessor's interest, in either case, to bear one-eighth of the cost of treating oil to render it marketable pipe line oil; (b) To pay lessor on gas, including casinghead gas or other gaseous substances, produced from said land and sold or used off the premises for the extraction of gasoline or other product therefrom, one-eighth of the market value computed at the mouth of the well of the gas so sold or used; provided that on gas sold by Lessee the market value shall not exceed the cash proceeds received by the Lessee for such gas computed at the mouth of the well, and on gas sold at the well the royalty shall be one-eighth of the cash proceeds realized by Lessee from such sale; (c) To pay lessor on all other minerals mined and marketed or utilized by lessee from said land, one-tenth 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 one dollar (\$1.00) per long ton. If, at the expiration of the primary term or at any time or times thereafter, there is any well on said land or on lands with which said land or any portion thereof has been pooled, capable of producing gas or any other mineral covered hereby, and all such wells are shut-in, this lease shall, nevertheless, continue in force as though operations were being conducted on said land for so long as said wells are shut-in, and thereafter this lease may be continued in force as if no shut-in had occurred. Lessee covenants and agrees to use reasonable diligence to produce, utilize, or market the minerals capable of being produced from said wells, but in the exercise of such diligence, lessee shall not be obligated to install or furnish facilities other than well facilities and ordinary lease facilities of flow lines, separator, and lease tank, and shall not be required to settle labor trouble or to market gas upon terms unacceptable to lessee. If, at any time or times after the expiration of the primary term, all such wells are shut-in for a period of ninety consecutive days, and during such time there are no operations on said land, then at or before the expiration of said ninety day period, lessee shall pay or tender, by check or draft of lessee, as royalty, a sum equal to the amount of annual delay rental provided for in this lease. Lessee shall make like payments or tenders at or before the end of each anniversary of the expiration of said ninety day period if upon such anniversary this lease is being continued in force solely by reason of the provisions of this paragraph. Each such payment or tender shall be made to the parties who at the time of payment would be entitled to receive the royalties which would be paid under this lease if the wells were producing, and may be deposited in a depository bank provided for below. Nothing herein shall impair lessee's right to release as provided in paragraph 5 hereof. In event of assignment of this lease and in whole or in part, liability for payment hereunder shall rest exclusively on the then owner or owners of this lease, severally as to acreage owned by each. If the price of any mineral or substance upon which royalty is payable hereunder is regulated by any law or governmental agency, the market value or market price of such mineral or substance for the purpose of computing royalty hereunder shall not be in excess of the price which Lessee may receive and retain.

4. Lessee is hereby granted the right, at its option, to pool or unitize all or any part of said land and of this lease as to any or all minerals or horizons thereunder, with other lands, lease or leases, or portion or portions thereof, or mineral or horizon thereunder, so as to establish units containing not more than 80 surface acres plus 10% acreage tolerance; provided, however, a unit may be established or an existing unit may be enlarged to contain not more than 640 acres plus 10% acreage tolerance, if unitized only as to gas or only as to gas and liquid hydrocarbons (condensate) which are not a liquid in the subsurface reservoir. If larger units are prescribed or permitted under any governmental rule or order for the drilling or operation of a well at a regular location, or for the obtaining of a maximum allowable, from any well to be drilled, drilling, or already drilled, any such unit may be established or enlarged to conform to the size prescribed or permitted by such governmental order or rule. Lessee shall exercise said option as to each desired unit by executing an instrument identifying such unit and filing it for record in the public office in which this lease is recorded. Each of said options may be exercised by lessee from time to time, and whether before or after production has been established either on said land or on the portion of said land included in the unit or on other land unitized therewith and any such unit may include any well to be drilled, being drilled or already completed. A unit established hereunder shall be valid and effective for all purposes of this lease even though there may be land or mineral, royalty or leasehold interests in land within the unit which are not pooled or unitized. Any operations conducted on any part of such unitized land shall be considered, for all purposes, except the payment of royalty, operations conducted under this lease. There shall be allocated to the land covered by this lease included in any such unit that proportion of the total production of unitized minerals from wells in the unit, after deducting any used in lease or unit operations, which the number of surface acres in the land covered by this lease included in the unit bears to the total number of surface acres in the unit. The production so allocated shall be considered for all purposes, including the payment or delivery of royalty, overriding royalty, and any other payments out of production, to be the entire production of unitized minerals from the portion of said land covered hereby and included in such unit in the same manner as though produced from said land under the terms of this lease. The owner of the reversionary estate of any term royalty or mineral estate agrees that the accrual of royalties pursuant to this paragraph or of shut-in royalties from a well on the unit shall satisfy any limitation of term regarding production of oil or gas. The formation of such unit shall not have the effect of changing the ownership of any delay rental or shut-in production royalty which may become payable under this lease. Neither shall it impair the right of lessee to release from this lease all or any portion of said land, except that lessee may not so release as to lands within a unit while there are operations thereon for unitized minerals unless all pooled leases are released as to lands within the unit. Lessee may dissolve any unit established hereunder by filing for record in the public office where this lease is recorded a declaration to that effect, if at that time no operations are being conducted thereon for unitized minerals. Subject to the provisions of this paragraph 4, a unit once established hereunder shall remain in force so long as any lease subject thereto shall remain in force. A unit may be so established, modified or dissolved during the life of this lease.

5. If operations are not conducted on said land on or before the first anniversary date hereof, this lease shall terminate as to both parties, unless lessee on or before said date shall, subject to the further provisions hereof, pay or tender to lessor or to lessor's credit in the

Town and Country Bank at Houston, Texas 77024

or his successors, which shall continue as the depository, regardless of changes in ownership of delay rental, royalties, or other moneys, the sum of \$ 4,520.00

which shall operate as delay rental and cover the privilege of deferring operations for one year from said date. In like manner and upon like payments or tenders, operations may be further deferred for like periods of one year each during the primary term. If at any time that lessee pays or tenders delay rental, royalties, or other moneys, two or more parties are, or claim to be, entitled to receive same, lessee may, in lieu of any other method of payment herein provided, pay or tender such rental, royalties, or moneys, in the manner herein specified, either jointly to such parties or separately to each in accordance with their respective ownership thereof, as lessee may elect. Any payment hereunder may be made by check or draft of lessee deposited in the mail or delivered to lessor or to a depository bank on or before the last date of payment. Said delay rental shall be apportionable as to said land on an acreage basis, and a failure to make proper payment or tender of delay rental as to any portion of said land or as to any interest therein shall not affect this lease as to any portion of said land or as to any interest therein as to which proper payment or tender is made. Any payment or tender which is made in an attempt to make proper payment, but which is erroneous in whole or in part as to parties, amounts, or depository, shall nevertheless be sufficient to prevent termination of this lease and to extend the time within which operations may be conducted in the same manner as though a proper payment had been made; provided, however, lessee shall correct such error within thirty (30) days after lessee has received written notice thereof from lessor. Lessee may at any time and from time to time execute and deliver to lessor or file for record a release or releases of this lease as to any part or all of said land or of mineral or horizon thereunder, and thereby be relieved of all obligations as to the released acreage or interest. If this lease is so released as to all minerals and horizons under a portion of said land, the delay rental and other payments computed in accordance therewith shall thereupon be reduced in the proportion that the acreage released bears to the acreage which was covered by this lease immediately prior to such release.

6. If at any time or times during the primary term operations are conducted on said land and if all operations are discontinued, this lease shall thereafter terminate on or anniversary date next following the ninetieth day after such discontinuance unless on or before such anniversary date lessee either (1) conducts operations or (2) commences or resumes the payment or tender of delay rental; provided, however, if such anniversary date is at the end of the primary term, or if there is no further anniversary date of the primary term, this lease shall terminate at the end of such term or on the ninetieth day after discontinuance of all operations, whichever is the later date, unless on such date or date either (1) lessee is conducting operations or (2) the shut-in well provisions of paragraph 3 or the provisions of paragraph 11 are applicable. Whenever used in this lease the word "operations" shall mean operations for and any of the following: drilling, testing, completing, reworking, recompleting, deepening, plugging back or repairing of a well in search for or in an attempt to obtain production of oil, gas, sulphur or other minerals, excavating a mine, production of oil, gas, sulphur or other minerals by hydraulic fracturing or pumping quantities.

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8. The rights and duties of any party hereto may be assigned from time to time in whole or in part and any assignment made in accordance with the provisions of this lease shall extend to and be binding upon the parties, heirs, successors, assigns, and assigns of the assignor. No change or division in the ownership of said land, royalties, delay rental, or other moneys, or any part thereof, however effected, shall increase the obligations or duties of the rights of lessor hereunder, but shall be binding upon the then record owner of this lease until thirty (30) days after there has been furnished to such record owner at his or her principal place of residence by lessor or lessor's heirs, successors, or assigns, notice of such change or division, supported by either of originals or duly certified copies of the instruments which have been properly filed for record and which evidence such change or division, and in such court records and proceedings, transcripts, or other documents as shall be necessary in the opinion of such record owner to establish the validity of such change or division. If any such change in ownership occurs by reason of the death of the owner, lessor may, and shall, pay or tender such royalties, delay rental, or other moneys, or part thereof, to the credit of the decedent in a depository bank provided for above. In the event of assignment of this lease as to any part (whether divided or undivided) of said land, the delay rental payable hereunder shall be apportionable as between the several leasehold owners, ratably according to the surface area or undivided interests of each, and default in delay rental payment by one shall not affect the rights of other leasehold owners hereunder.

9. In the event lessor considers that lessee has not complied with all its obligations hereunder, both express and implied, lessor shall certify to the county clerk, within ten days after the date of such consideration, a copy of this lease and a statement of the facts and circumstances which in lessor's opinion constitute a breach of any part of the lease alleged by lessor. The service of said notice shall be precedent to the bringing of any action by lessor on said lease for any cause, and no such action shall be brought until the lapse of sixty (60) days after service of such notice on lessee. Neither the service of said notice nor the doing of any act by lessor aimed to enforce any of the alleged breaches shall be deemed an admission or presumption that lessee has failed to perform all of its obligations hereunder. Should it be asserted in any action taken by lessor under the provisions of this paragraph that lessee has failed to comply with any implied obligation or covenant hereof, this lease shall not be subject to cancellation for any such cause except after final judicial ascertainment that such failure exists and lessee has then been afforded a reasonable time to present a satisfactory explanation of compliance with and discharging its obligations as to which lessee has been judicially determined to be in default. If this lease is cancelled for any cause, it shall nevertheless remain in force and effect as to (1) sufficient acreage around each well as to which there are operations to constitute a drilling or maximum allowable unit under applicable governmental regulations, that in no event less than forty acres), such acreage to be designated by lessee as nearly as practicable in the form of a square centered on the well, or in such shape as the existing spacing rules require; and (2) any part of said land included in a pooled unit on which there are operations. Lessee shall also have such jurisdiction and land as are necessary to operations on the acreage so retained.

10. Lessor hereby warrants and agrees to defend title to said land against the claims of all persons whomsoever. Lessor's right and interest hereunder shall be charged primarily with any mortgages, taxes or other liens, or interest and other charges on said land, but lessor agrees that lessee shall have the right at any time to pay or tender same for lessor, either before or after maturity, and be subrogated to the rights of the holder thereof and to deduct amounts so paid from royalties or other payments payable on which may become payable to lessor and/or assigns under this lease. Lessee is hereby given the right to acquire for its own benefit, deeds, leases, or assignments covering any interest or claim in said land which lessee or any other party contends is outstanding and not covered by this lease, and even though such outstanding interest or claim be invalid or adverse to lessor. If this lease covers a less interest in the oil, gas, sulphur, or other minerals in all or any part of said land than the entire and undivided fee simple estate (whether lessor's interest is herein specified or not), or no interest therein, then the royalties, delay rental, and other moneys accruing from any part as to which this lease covers less than a fee simple interest, shall be paid only in the proportion which the interest therein, if any, covered by this lease, bears to the whole and undivided fee simple estate therein. All royalty interests covered by this lease (whether or not owned by lessor) shall be paid out of the royalty herein provided. This lease shall be binding upon each party who executes it without regard to whether it is executed by all those named herein as lessor.

11. If, at, or after the expiration of the primary term hereof, and while this lease is in force, there is no well on said land, or on lands with which said land or any portion thereof has been unitized, capable of producing oil or gas, and lessee is not conducting operations on said land by reason of (1) any law, order, rule or regulation, (whether or not subsequently determined to be invalid) or (2) any other cause, whether similar or dissimilar, except financial, beyond the reasonable control of lessee, the primary term and the delay rental provisions hereof shall be extended until the first anniversary date hereof occurring ninety (90) or more days following the removal of such delaying cause, and this lease may be extended thereafter by operations as if such delay had not occurred.

IN WITNESS WHEREOF, this instrument is executed on the date first above written.

Further and additional provisions of this lease are set out in detail, in Exhibit Two attached hereto and incorporated herein by reference as if the same were fully set out herein verbatim.

Robert M. Davant, Jr.
Social Security Number: [REDACTED]

STATE OF Texas
COUNTY OF Harris

I hereby certify, that on this day, before me, a Notary Public duly authorized in the state and county aforesaid to take acknowledgments, personally appeared Robert M. Davant, Jr., a single man

known to be the person described in and who executed the foregoing instrument and that he acknowledged before me that, being informed of the contents of the same, he voluntarily signed and delivered the within and foregoing instrument on the day and year therein mentioned.

Given under my hand and official seal, this _____ day of _____, A.D. 11____

(Affix Seal)
My commission expires _____ in and for _____ County, _____

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Produced in Accordance with the Texas Oil and Gas Lease Act
With Pooling Provision
Mississippi, Alabama, Florida

Oil, Gas and Mineral Lease

No. _____

Term _____

This instrument was filed for record on the _____ day of _____, 11____

Recorded in _____

Book _____

of the _____

By _____

When recorded return to _____

Hederman Brothers—Jackson, Mississippi

EXHIBIT ONE OF OIL AND GAS LEASE DATED SEPTEMBER 24, 1979 BY AND BETWEEN
ROBERT M. DAVANT, JR., LESSOR, AND ATLANTIC RICHFIELD COMPANY, LESSEE:

Sec.	To.	R.	Description of land	No. of Acres
25	17-S	1-E	NE $\frac{1}{4}$ NE $\frac{1}{4}$; SE $\frac{1}{4}$ NE $\frac{1}{4}$; SW $\frac{1}{4}$ NE $\frac{1}{4}$; SW $\frac{1}{4}$ Sec.; NE $\frac{1}{4}$ SE $\frac{1}{4}$; NW $\frac{1}{4}$ SE $\frac{1}{4}$; SW $\frac{1}{4}$ SE $\frac{1}{4}$; NE $\frac{1}{4}$ -NW $\frac{1}{4}$; SW $\frac{1}{4}$ -NW $\frac{1}{4}$.	480
11	18-S	1-E	NW $\frac{1}{4}$ Sec.; SW $\frac{1}{4}$ Sec.	320
21	18-S	1-E	NW $\frac{1}{4}$ Sec.	160
9	18-S	2-E	NW $\frac{1}{4}$ Sec.	160
11	18-S	2-E	NE $\frac{1}{4}$ NE $\frac{1}{4}$; NW $\frac{1}{4}$ NE $\frac{1}{4}$; SW $\frac{1}{4}$ NE $\frac{1}{4}$; NW $\frac{1}{4}$ Sec.; SW $\frac{1}{4}$ SW $\frac{1}{4}$	320
29	18-S	2-E	NE $\frac{1}{4}$ Sec.; NW $\frac{1}{4}$ Sec.	320
3	19-S	1-E	NW $\frac{1}{4}$ NE $\frac{1}{4}$; SE $\frac{1}{4}$ Sec. NW $\frac{1}{4}$ Sec.	360
17	18-S	1-W	NW $\frac{1}{4}$ SW $\frac{1}{4}$; SW $\frac{1}{4}$ SW $\frac{1}{4}$	80
23	18-S	1-W	NW $\frac{1}{4}$ Sec.; NE $\frac{1}{4}$ Sec.	320
33	18-S	1-W	SW $\frac{1}{4}$ Sec. E 1/2 NW $\frac{1}{4}$ Sec.	240
13	19-S	2-W	NE $\frac{1}{4}$ NW $\frac{1}{4}$; SW $\frac{1}{4}$ NW $\frac{1}{4}$	80
21	19-S	2-W	NE $\frac{1}{4}$ NE $\frac{1}{4}$; SE $\frac{1}{4}$ NE $\frac{1}{4}$; SW $\frac{1}{4}$ NE $\frac{1}{4}$	120
27	20-S	3-W	NE $\frac{1}{4}$ SE $\frac{1}{4}$; SE $\frac{1}{4}$ SE $\frac{1}{4}$	80
13	20-S	4-W	NW $\frac{1}{4}$ SE $\frac{1}{4}$; SW $\frac{1}{4}$ NE $\frac{1}{4}$	80
27	20-S	4-W	SW $\frac{1}{4}$ Sec.	160
1	21-S	5-W	SE $\frac{1}{4}$ NE $\frac{1}{4}$; NE $\frac{1}{4}$ SE $\frac{1}{4}$; NW $\frac{1}{4}$ SE $\frac{1}{4}$; SW $\frac{1}{4}$ SE $\frac{1}{4}$; SW $\frac{1}{4}$ Sec.	320
7	19-S	1-E	N 1/2 NE $\frac{1}{4}$ Sec. (Oil, Gas, Petroleum and Sulphur only)	80
17	19-S	2-W	NW $\frac{1}{4}$ SE $\frac{1}{4}$ (Oil, Gas, Petroleum and Sulphur Only)	40
30	19-S	2-W	NE $\frac{1}{4}$ SW $\frac{1}{4}$; NW $\frac{1}{4}$ SW $\frac{1}{4}$; NW $\frac{1}{4}$ Sec. (Oil, Gas, Petroleum and Sulphur only)	240
35	19-S	3-W	NE $\frac{1}{4}$ NE $\frac{1}{4}$; NW $\frac{1}{4}$ NE $\frac{1}{4}$; SE $\frac{1}{4}$ NE $\frac{1}{4}$; NE $\frac{1}{4}$ SE $\frac{1}{4}$; NW $\frac{1}{4}$ SE $\frac{1}{4}$; SW $\frac{1}{4}$ SE $\frac{1}{4}$; NW $\frac{1}{4}$ Sec.; SW $\frac{1}{4}$ Sec. (Oil, Gas, Petroleum and Sulphur only)	560
Total acres mineral interests				4,520

Notwithstanding any provisions herein contained to the contrary, it is further agreed and understood that:

1. All references herein to a one-eighth (1/8) royalty are hereby modified to read a one-sixth (1/6) royalty, including royalty per ton for sulphur produced.
2. If operations are not conducted on said lands on or before the first or second anniversary date hereof, Lessee may not terminate this lease by non-payment of delay rentals. Such delay rentals are hereby guaranteed to be paid on the first and second anniversary dates of this lease, provided operations, as herein defined, are not being conducted on such anniversary dates.
3. Lessee shall have the option to renew this lease, in whole or in part, and extend the primary term for an additional period equal to the initial primary term commencing on the expiration date of the initial primary term by paying or tendering to Lessor, as a bonus, the sum of Three Dollars (\$3.00) per acre for each acre renewed, on or before the expiration of the initial primary term or, if drilling or reworking operations are being conducted on the leased premises or land pooled therewith on the expiration date of the initial primary term and such operations do not result in a commercial well and the well is plugged and abandoned, payment or tender may be made within thirty (30) days from the date on which the well is plugged and abandoned. Payment or tender of the renewal bonus may be made in the same manner and into the same depository provided for the payment of delay rental. If Lessor owns an interest in the land less than the entire fee simple estate, the renewal bonus shall be reduced proportionately to accord with the interest actually owned by the Lessor. In event of assignment of this lease as to a segregated portion of the land, the renewal bonus payable hereunder shall be apportionable as between the several leasehold owners ratably and the renewal option shall be exercisable severally and separately as to each assigned portion. In the event the lease is renewed and extended in part only, Lessee shall promptly file for record an instrument in the county in which the land is situated, designating the acreage released and the acreage renewed and extended. The renewal bonus shall be in lieu of delay rental for the first year of the extended term.
4. This lease shall cover only oil, gas, gas derivations, helium, liquid and associated hydrocarbons and sulphur and does not cover coal, coal seam gas, iron ore, or any other mineral in, on, or under said lands.
5. "Coal seam gas" for purposes of this Agreement is defined as methane and/or other gases present in any seam of coal which lies at any depth between the surface and a point one hundred (100) feet below the bottom of the Seam and in the areas of rock and other substances immediately above and below the seam, and which may be removed prior to, in the course of, or subsequent to the mining of the coal. The term does not include natural gas in strata or horizons other than those containing, consisting of or associated with coal deposits.
6. In no event shall the payment of shut-in gas royalties hold this lease more than three (3) years beyond the primary term of said lease.

Signed for identification this twenty-fourth day of September, 1979,

Robert M. Davant, Jr.

THE STATE OF ALABAMA)
COUNTY OF SHELBY)

KNOW ALL MEN BY THESE PRESENTS, That in consideration of the sum of One Hundred Dollars and cther good and valuable consideration in hand paid by Hortense E. Davant to Robert M. Davant, Jr., the receipt whereof is hereby acknowledged, I, Robert M. Davant, Jr., do remise, release, quit claim and convey to the said Hortense E. Davant all of my said right, title, interest, and claim in or to an undivided one-half (1/2) in or to all of the minerals and mining rights in, under, and upon the following described real estate situated in Shelby County, Alabama, to wit:

NE 1/4 of NE 1/4; SE 1/4 of NE 1/4; SW 1/4 of NE 1/4; SW 1/4 of Section; NE 1/4 of SE 1/4; NW 1/4 of SE 1/4; SW 1/4 of SE 1/4; NE 1/4 of NW 1/4; SW 1/4 of NW 1/4; all in Section 25, Township 17 South, Range 1 East.

NW 1/4 of Section; SW 1/4 of Section; all in Section 11, Township 18 South, Range 1 East.

NW 1/4 of Section 21, Township 18 South, Range 1 East.

NW 1/4 of Section 9, Township 18 South, Range 2 East.

NE 1/4 of NE 1/4; NW 1/4 of NE 1/4; SW 1/4 of NE 1/4; NW 1/4 of Section; SW 1/4 of SW 1/4; all in Section 11, Township 18 South, Range 2 East.

NE 1/4 of Section; NW 1/4 of Section; all in Section 29, Township 18 South, Range 2 East.

NW 1/4 of NE 1/4; SE 1/4 of Section; NW 1/4 of Section; all in Section 3, Township 19 South, Range 1 East.

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NW 1/4 of SW 1/4; SW 1/4 of SW 1/4; all in Section 17, Township 18 South, Range 1 West.

NW 1/4 of Section; NE 1/4 of Section; all in Section 23, Township 18 South, Range 1 West.

SW 1/4 of Section; E 1/2 of NW 1/4 of Section; all in Section 33, Township 18 South, Range 1 West.

NE 1/4 of NW 1/4; SW 1/4 of NW 1/4; all in Section 13, Township 19 South, Range 2 West.

NE 1/4 of NE 1/4; SE 1/4 of NE 1/4; SW 1/4 of NE 1/4; all in Section 21, Township 19 South, Range 2 West.

NE 1/4 of SE 1/4; SE 1/4 of SE 1/4; all in Section 27, Township 20 South, Range 3 West.

NW 1/4 of SE 1/4; SW 1/4 of NE 1/4; all in Section 13, Township 20 South, Range 4 West.

SW 1/4 of Section 27, Township 20 South, Range 4 West.

SE 1/4 of NE 1/4; NE 1/4 of SE 1/4; NW 1/4 of SE 1/4; SW 1/4 of SE 1/4; SW 1/4 of Section; all in Section 1, Township 21 South, Range 5 West.

N 1/2 of NE 1/4 of Section 7, Township 19 South, Range 1 East (Oil, Gas, Petroleum and Sulphur only).

NW 1/4 of SE 1/4 (Oil, Gas, Petroleum and Sulphur only) of Section 17, Township 19 South, Range 2 West.

NE 1/4 of SW 1/4; NW 1/4 of SW 1/4; NW 1/4 of Section (Oil, Gas, Petroleum and Sulphur only); all in Section 30, Township 19 South, Range 2 West.

NE 1/4 of NE 1/4; NW 1/4 of NE 1/4; SE 1/4
of NE 1/4; NE 1/4 of SE 1/4; NW 1/4 of SE 1/4;
SW 1/4 of SE 1/4; NW 1/4 of Section; SW 1/4
of Section (Oil, Gas, Petroleum and Sulphur
only); all in Section 35, Township 19 South,
Range 3 West.

TO HAVE AND TO HOLD to the said Hortense E. Davant,
her heirs and assigns forever.

Given under my hand and seal, this 6th day of
February, A.D. 1973.

Robert M. Davant, Jr. (SEAL)

STATE OF Alabama)
COUNTY OF Jefferson)

19810209000014110 Pg 13/13 .00
Shelby Cnty Judge of Probate, AL
02/09/1981 00:00:00 FILED/CERTIFIED

I, Katherine W. Mitchell, a Notary
Public in and for said County, in said State,
hereby certify that Robert M. Davant, Jr., whose name 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 conveyance, he executed the same voluntarily
on the day the same bears date.

Given under my hand, this 6th day of February,
1973.

Katherine W. Mitchell

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STATE OF ALA. SHELBY CO.

I CERTIFY THIS

1981 FEB -9 PM 2:14

Notar. 50
1950
100
2100