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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 its 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 later 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, repairing, excavating a mine, production of oil, gas, sulphur or other minerals, whether or not in paying quantities.

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right at any time to remove any and fixtures placed on said land, including the right to draw water from any source on said land, and to grow crops and timber on said land.
8. The rights and estate of any party hereto may be assigned from time to time in whole or in part and as to any mineral or horizon. All of the covenants, conditions, and considerations of this lease shall extend to and be binding upon the parties hereto, their heirs, successors, assigns, and successive assigns. No change or division in the ownership of said land, royalties, delay rental, or other moneys, or any part thereof, howsoever effected, shall increase the obligations or diminish the rights of lessee, including, but not limited to, the location and drilling of wells and the measurement of production. Notwithstanding any other actual or constructive knowledge or notice thereof of or to lessee, its successors or assigns, no change or division in the ownership of said land or of the royalties, delay rental, or other moneys, or the right to receive the same, howsoever effected, 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 its principal place of business by lessor or lessor's heirs, successor, or assigns, notice of such change or division, supported by either originals or duly certified copies of the instruments which have been properly filed for record and which evidence such change or division, and of 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, lessee may, nevertheless 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 notify lessee in writing, setting out specifically in what respects lessee has breached this contract. Lessee shall then have sixty (60) days after receipt of said notice within which to meet or commence to meet all or any part of the breaches 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 acts by lessee aimed to meet all or 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 notice given to the lessee 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 prevent cancellation by complying with and discharging as 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, (but 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 at the well, or in such shape as then 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 easements on said 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 rights and interests 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 reduce 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 or 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 hereby 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 such full 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 interest 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. Lessor agrees that during the primary term of this lease it will not grant a top lease to any third party without first giving Lessee the right to acquire such top lease on the same terms, conditions and for the same consideration being afforded by the third party.

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. SEE EXHIBIT "B" FOR FURTHER PROVISIONS OF THIS LEASE. *H.C.J. & B.H.J.*

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

x Homer C. Joiner
Homer C. Joiner S.S.# [REDACTED]
x Barbara H. Joiner
Barbara H. Joiner

STATE OF Alabama
COUNTY OF Shelby
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 Homer C. Joiner and his wife,
Barbara H. Joiner
to me known to be the person persons described in and who executed the foregoing instrument and they he
they 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 18 day of September, A.D., 1981
Kay Tate
(Affix Seal) (Title of Official)
Shelby County, Alabama
My commission expires January 30, 1985
My commission expires

Producers 88 (10-80) OE
With P. Oiling Provision
Mississippi, Alabama, Florida

No. _____

Oil, Gas and Mineral Lease

FROM _____

TO _____

Dated _____, 19____

No. Acres _____

County _____

Term _____

This instrument was filed for record on the _____
day of _____, 19____, at _____
o'clock _____ and duly recorded in
Book _____, Page _____
of the _____ record of this office.

By _____
When recorded return to _____
County _____

EXHIBIT "A"

Attached to and by reference made a part of that certain oil, gas and mineral lease made and entered into by and between Homer C. Joiner and his wife, Barbara H. Joiner, as Lessor, and ATLANTIC RICHFIELD COMPANY, A PENNSYLVANIA CORPORATION, as Lessee, under date of August 26th, 1981 to-wit:

33.10 acres, more or less, and described as Three (3) Tracts, situated in Township 21 South, Range 2 West, Section 12, and Sections 7 and 8 Township 21 South, Range 1 West, Shelby County, Alabama:

Tract (1) TOWNSHIP 21 SOUTH, RANGE 2 WEST, SECTION 12:

Part of the NW $\frac{1}{4}$ NW $\frac{1}{4}$.

and being the same lands described in Deed dated September 1st, 1980, from Mary Nell Joiner Weldon, et-al, to Homer C. Joiner and his wife, Barbara H. Joiner, and recorded in Deed Book 329, Page 383, containing 11.50 acres, more or less.

Tract (2) TOWNSHIP 21 SOUTH, RANGE 1 WEST, SECTION 7:

The SE $\frac{1}{4}$ SE $\frac{1}{4}$ NE $\frac{1}{4}$.

and being the same lands described in Deed dated February 5th, 1981, from Jack Joiner and his wife, Stella Joiner, to Homer C. Joiner and his wife, Barbara H. Joiner, and recorded in Deed Book 261, Page 456, containing 10.00 acres, more or less.

Tract (3) TOWNSHIP 21 SOUTH, RANGE 1 WEST, SECTION 8:

Part of the SW $\frac{1}{4}$ NE $\frac{1}{4}$.

and being the same lands described in Deed dated September 1st, 1980, from Leonard L. Joiner, et-al, to Homer C. Joiner and his wife, Barbara H. Joiner, and recorded in Deed Book 329. Page 379, containing 11.60 acres, more or less.

Said lands being estimated to comprise 33.10 acres, more or less.

SIGNED FOR IDENTIFICATION

x Homer C. Joiner
Homer C. Joiner

x Barbara H. Joiner
Barbara H. Joiner

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EXHIBIT "B"

Attached to and by reference made a part of that certain oil, gas and mineral lease made and entered into by and between Homer C. Joiner and his wife, Barbara H. Joiner, as Lessor, and ATLANTIC RICHFIELD COMPANY, A PENNSYLVANIA CORPORATION, as Lessee, under date of August 26th, 1981, to-wit:

Notwithstanding any thing to the contrary herein contained, it is understood that this lease covers only Oil, Gas, Sulphur, and associated hydrocarbons. All other minerals are expressly reserved by lessor. The term (other minerals) and all references thereto are hereby deleted from this lease. This provision shall take precedence over all printed paragraphs of the lease.

Notwithstanding any thing contained herein to the contrary, 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 Ten Dollars (\$10.00) 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 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 according to the surface area of each 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.

SIGNED FOR IDENTIFICATION

STATE OF ALA. SHELBY CO.
I CERTIFY THIS
INSTRUMENT WAS FILED

1981 NOV 20 PM 12:19

Thomas G. Henderson, Jr.
JUDGE OF PROBATE

x *Homer C. Joiner*

Homer C. Joiner

x *Barbara H. Joiner*

Barbara H. Joiner

Deed .50
Mineral 1.66
Rec. 20.00
Imp. 1.00

23.16