HL-10906

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THIS ACT Barbar	REEMENT made to	26th er	day of _	August	81	, betwe <b>e</b> n	Homer	C. Jo	iner a	nd his w	vife,
<del></del>	· · · · · · · · · · · · · · · · · · ·	<del></del>	<del></del>				·				
lessor (whether	r one or more), who	se address is:	203 West	Sterrett	St. Col	umbiana	Alabam	a 350	)51	Texas	75221
l. Lessor, of which is her purposes and those mentions and bridges, de	in consideration of reby acknowledged with the exclusive ed), together with the canals, build tar	and of the coveright of exploring the right to make the right to m	nants and agree g, drilling, mir surveys on said	ements of lessee hing and operating land, lay pipe lines	ereinafter contained, g for, producing and nes, establish and utilemployee houses and roduced from the later	does hereby grand owning oil, gas, lize facilities for	nt, lease and , sulphur and surface or su	let unto le i all other ibsurface di	see the land minerals (w sposal of sal	Dollar i covered herel hether or not t water, constr	rs, receipt by for the similar to ruct roads
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SEE EX	HIBIT "A"	ATTACHED	HERETO	AND BY	REFERENCE 1	MADE A PA	ART HER				
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by lessor by li	imitation, prescript	tion, possession, i	eversion or un	recorded instrum	if any, contiguous or ent or (b) as to which scription of said land	h lessor has a nr	reference rig	ht of acous	sition Lasso	T 007446 - A 64	wee stuke
tract shall be of hereunder.  2. Unless suprimary term  3. As royal and saved by lepipe line or stogas or other grown as though oper covenants and hot be oblighted by to market grown as though operation of a coveration of	sooner terminated of ", and as long there alty, lessee covenant essee from said land prage tanks, lessor's aseous substances, plus mouth of the well he one dollar (\$1 rtion thereof has be rations were being agrees to use reasoned to install or furnitias upon terms unaccome there are no openount of annual delapon such anniversance of payment would place is regulated excess of the price is hereby granted the or portion or porticit may be established by the condensate of the price of	or longer kept in fafter as operation its and agrees: (a) it, or from time to interest, in either produced from sail of the gas so sold ell, and on gas so utilized by lessee .00) per long ton. en pooled, capable diligence to sh facilities other ceptable to lessee erations on said la ay rental provide ay this lease is be led be entitled to sein shall impair le lusively on the the by any law or go which Lessee may he right, at its open on thereof, or mined or an existing which are not a location, or for the prescribed or per for record in the prescribed or per for record in the prescribed or per for each in the unit, after deady completed. 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To deliver to the time, at the opticase, to bear or id land and sold or used; provided at the well to from said land, If, at the expirate of produce, utilize than well facilithan well fac	er provisions here or defined, are con e credit of lessor, ion of lessee, to ple e-eighth of the coll or used off the ided that on gas so he royalty shall be one-tenth either ation of the primaring as or any other ranges or any other ranges or any other ranges and ordinary for times after the efore the expiration of the primaring as said wells are efore the expiration of this lease, inchesse as providents of this lease, incy, the market which this lease is portion of said land are an arged to contain surface reservoir. In a maximum allow a governmental or which this lease is portion of said land the eunder shall or unitized. Any re shall be allocated in lease or unition so allocated sition of unitized ranged in lease or unition so allocat	of, this lease shall remulated upon said land in the pipe line to what lessor the market post of treating oil to repremises for the extra led by Lessee the mark be one-eighth of the coin kind or value at the ry term or at any time inheral covered hereby term or at any time inheral covered hereby expiration of the primon of said ninety day ake like payments or the eason of the provision of the paid under this led in paragraph 5 hereseverally as to acreagy alue or market price part of said land and is to establish units connot more than 640 acreagy alue or market price part of said land and included in the units of the provision of the provision of the provision of the land covered to the provisions modified or dissolved to the provisions modified to the provisions the pro	ain in force for a lawith no cessation ich lessee may contice of such one-center it marketable ction of gasoline et value shall not ash proceeds real evalue shall not ash proceeds real evalue shall such well or mine at evalue shall such well or mine at evalue shall such well or times thereafty, and all such well ever this lease maining produced from ines, separator, a lary term, all such period, lessee shall ease if the wells evol. In event of a center of such mineral containing not more esplus 10% acrees plus 10% acrees	term of texts on for more the connect its we eighth part of exceed the continuous said wells are shut-ity be continuous said wells are shut-ity be continuous said wells, and lease tank a wells are shut-ity be continuous said wells, and lease tank a wells are shut-ity be continuous said wells, and lease tank a wells are shut-ity be continuous said wells, and lease tank a wells are shut-ity be continuous said wells are shut-ity be continuous assignment of the price of substance and option as to exercised by dunitized the fall option as the part of this lease of this lease of this lease of this lease	lerations for e (5)!  At years from an ninety (1) lis, the equal such oil at least efforce but in the equal in force but in the each annivers for the purification of the land covered of	m the date of the wells as y Lessor on grom, one-eight that on sulpsaid land or shall, never as if no shut exercise of such that on sulpsaid land or shall, never as if no shut exercise of such the required of nine k or draft of the or draft of the or deposit and in whole any such untered unit by a time to tim	lereof, hereinal live days. In part of all oil of the day it is gas, including oghth of the many the Lessee for hur mined and on lands with white the less, continued to settle labely consecutive felsesee, as royal expiration of sell be made to the diligence, lied to settle labely consecutive felsesee, as royal expiration of sell be made to the din a deposite or in part, lied ance upon white puting royalty because to lerance; gas or only as a rorder for the lit may be estable and or miner ly for all purpose of the total purpose o	fter called produced run to the asinghead rket value or such gas a all other marketed which said ne in force ed. Lessee essee shall or trouble edays, and alty, a sum said ninety the parties itory bank ability for ch royalty hereunder ther lands, provided, to gas and drilling or shished or instrument r before or e any well ral, royalty ses, except or duction in the unit of royalty, me manner is pursuant the effect e from this leases are that effect, in force so
	further provisions h		der to lessor or t		y date hereof, this leads theCol	umbiana	<del></del>			~ or octole 2910	uaic Siali,
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or its successors, which shall continue as the depository, regardless of changes in ownership of delay rental, royalties, or other moneys, the sum of \$33.10

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 ownerships 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 lay rental shall be apportionable as to said land on an acreage hasis, 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

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 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 and any of the foll
'ling, testing, completing, reworking, recompleting, dee ging back or repairing of a well in search for or in an interest of the primary term of the payment 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 and any of the foll
'ling, testing, completing, reworking, recompleting, dee ging back or repairing of a well in search for or in an interest of the primary term of the payment term, or if there is no further anniversary date lessee either (1) conducts operations or (2) commences or resumes the payment term or if there is no further anniversary date lessee either (1) conducts 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 ging back or repairing of a well in search for or in an interest of the provisions of paragraph 3 or the provisions of paragraph 11 are applicable. Whenever used in this lease the word "operations" shall mean operations for ging back or repairing of a well in search for or in an interest of the provisions of paragraph 3 or the provisions of paragraph 11 are applicable.

•	right at any time to remove the part of the lessor. Lessee shall pay for damages caused; the stions to growing crops and timber on said land.
	8 The rights and estate of any party hereto may be assigned from time to time in whom we are part and as to any mineral or horizon. All of the coveragations, and
1	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. It 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 lessed has breached this contract. Lessee shall then have sixty (60) days after receipt of said notice within which to meet or commence to meet an 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 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 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 indicially determined to be in default. If this lease is cancelled for any cause, it shall nevertheless remain in force and affect 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 bereby 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, excited any 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, excited any 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 lesses less 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 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 therein, then the royalties, delay rental, and other moneys accruing from any part as to which this lease (whether or not owned by lessor) shall
	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 hist giving Lessee the right to acquire such top lease on the same to make to make to make to make the first giving Lessee the right to acquire such top lease on the same to make to make to make to make the first giving Lessee the right to acquire such top lease on the same to make to make to make to make to make the right to acquire such top lease to any third party without hist giving Lessee the right to acquire such top lease on the same to make to make the right to acquire such top lease to any third party without hist giving Lessee the right to acquire such top lease on the same to make the right to acquire such top lease to any third party without hist giving Lessee the right to acquire such top lease to any third party without his lease the right to acquire such that the same to be acquired to make the right to acquire such top lease to any third party without his lease the right to acquire such that the same to be acquired to the same to
	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 raw, order, rule of regulation, (whether of her saperations of the primary term and the delay rental provisions
	determined to be invalid) or (2) any other cause, whether similar or distilliar, (except infanciar) beyond the removal of such delaying cause, and this lease may be extended thereafter 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.
	<b>3 3 4 4 4 4 5 6 7 6 7 7 6 7 7 9 9 9 9 9 9 9 9 9 9</b>
	IN WITNESS WHEREOF, this instrument is executed on the date first above written.
310	Homer C. Joiner S.S.#
C	
C	
	Barbara H. Joiner
	Barbara H. Joiner
	JOINT OP SINGLE ACKNOWLEDGMENT
	(MISSISSIPPI-ALABAMA-FLORIDA) STATE OF Alabama
	STATE OF
	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
	acknowledged before me that, being informed of the contents of the same, they he would be acknowledged before me that, being informed of the contents of the same, they
	and delivered the within and foregoing instrument on the day and year therein mentioned.
	Given under my hand and official seal, this day of day of A.D., 13
	(Affix Seal)
	(Title of Official)
	My Commission Expires January 30, 1985  My commission expires County,
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## 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 NW4NW4.

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\se\se\ne\zero.

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\( \frac{1}{2} \) NE\( \frac{1}{2} \).

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

Homer C. Joiner

Barbara H. Joiner

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) wer 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.

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Dreed 50 minal 1.66 Rec. 20.00 Incl. 1.00 SIGNED FOR IDENTIFICATION

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Homer C. Joiner

Barbara H. Joiner