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THIS AGREEMENT made this 22nd day of January 1982 between

Lesson (whether one or more) whose address is 1200 Beacon Parkway East, Birmingham, Al. 35209

1. Forster in consideration of ---One Hundred and no/100---

investigating, exploring, prospecting, drilling and mining for and producing oil, gas and all other minerals, laying pipe lines, building roads, dikes, power stations, telephone lines and other structures herein to

Tract 1

Part of the S $\frac{1}{2}$ of SW $\frac{1}{4}$, and part of the SW $\frac{1}{4}$ of SE $\frac{1}{4}$, all in Section 32

Beginning at the northeast corner of said SW $\frac{1}{4}$ of SE $\frac{1}{4}$, run south along t

Tract 2

North 210 feet of East 210 feet of Southwest $\frac{1}{4}$ of Southwest $\frac{1}{4}$

This Lease does not cover nor include Coal, Iron Ore, or other Hard Rock

It is agreed and understood between Lessor and Lessee that wherever the

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 by said sections or sections, grant or grants, or by subsequent sections or grants, although not so described, which is hereby

2. Subject to the other provisions hereon contained, this lease shall be for a term of five years from this date, called "prime term", and a term thereafter as set or otherwise extended by law.

4. 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 well or to the credit of Lessor into the pipeline to which the well may be connected; Lessee may from time to time purchase any quantity of oil at its discretion, in accordance with the regulations then in force and effect, from the field, at the well or at the credit of Lessor.

4. Finally, although it is hereby granted that the right and power to pool or combine the advantage conferred by the fact of a common position does not, as far as the land, belong to the individual owner, it is necessary or expedient to do so in order properly to develop and operate said premises in conformity with and to the best advantage of the public, the following rules, which may be amended from time to time, shall be observed:

5) If operations for drilling are not commenced on said land or on acreage pooled therewith as above provided on or before one year from this date the lease shall then terminate as to both parties, unless on or

---Minty Six and no/100---

payments or lenders, 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 lender of rental may

It is further agreed that 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 therefrom should cease from any cause, this lease shall not terminate but Lessee shall nevertheless pay to the owner of the land the sum of \$100.00 per acre per month for the term of this lease.

required by law. I warrant with fairly diligent care below ordinary flow, density, and velocity shall be drilled within the Area of Study to the depth of 100 feet below the bottom of the hole. When

8. The right 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 change or division in ownership of the land, unit, or royalty, however accomplished, shall operate to enlarge the obligations or diminish the rights of Lessee, and no change or division in such ownership shall be binding on Lessor until the same is approved in writing by Lessor.

[illegible]

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9. The breach by [redacted] obligation hereunder shall not work a forfeiture or termination [redacted] nor be cause for cancellation hereof in whole or in part save [redacted] lessy provided. If the obligation should require [redacted] of a well or wells, Lessee shall have ninety (90) days after the [redacted] written notices by Lessee from Lessor specifically stating the breach [redacted] Lessor within which to begin operations for the drilling of any such well or wells, and the only penalty for failure 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 Lessee does so, it shall be subrogated to such lien with right to enforce same and apply rentals and royalties accruing hereunder toward satisfying same. Without impairment of Lessee's rights under the warrants in event of failure of title, it is agreed that if Lessor owns an interest in said land less than the entire fee simple estate, then the royalties and rentals to be paid Lessor shall be reduced proportionately. Failure of Lessee to reduce rental paid hereunder shall not impair the right of Lessor to reduce royalties. All royalty interest covered by this lease (whether or not owned by Lessor) shall be paid out of the royalty stream provided.

11. Should Lessee be prevented from complying with any express or implied covenant of this lease, from conducting drilling or reworking operations thereon or from producing oil or gas thereon, for reasons of war, civil disturbance, 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, so long as prevented, Lessee'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, nothing 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, insofar as said rights of homestead may in any way affect the purpose for which this lease is made as recited herein, and agrees that the annual drilling deferment rental payments made to Lessor as herein provided will fully protect this lease as to the full interests of the undersigned.

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 all or part 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 thereof, 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, along with Lessee's well 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 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.

14. 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 Fifteen and no/100 Dollars (\$ 15.00) per acre for each acre renewed, on or before the expiration date 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 or abandoned, payment or tender may be made within thirty (30) days from the date on which the well is plugged or 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 the event of the 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 ratable and 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 renewed and extended and the acreage released. The renewal bonus shall be in lieu of delay rental for the first year of the extended term.

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

Seed tax 2.00
Mineral 4.80
Rec. 10.00
Ind. 1.00
17.80

STATE OF ALA. SHERIFF'S OFF.
I CERTIFY THIS
INSTRUMENT WAS FILED
1982 FEB 22 AM 10:03

James A. Lawrence, Jr.
JUDGE OF PROBATE

Veronica A. Zeigler
as Trustee

William D. Dobbins III as Trustees under
the last Will and Testament of George Stacey
Dobbins

STATE OF Alabama
COUNTY OF Jefferson

I, Kenneth W. Wallis, A Notary Public in and for said County, in said State, hereby certify that Veronica A. Zeigler and William D. Dobbins III, as Trustees under the Last Will and Testament of George Stacey Dobbins.

Whose names are signed to the foregoing instrument, and who are known to me, acknowledged 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 Official Seal, this 26TH day of January, A.D. 19 82.

My Commission Expires May 29, 1985

MY COMMISSION EXPIRES

Kenneth W. Wallis
Notary Public in and for
County of Jefferson
State of Alabama

Alabama at Large