

1644

February

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712 18th Street, Ensley, Birmingham, Alabama 35218
 and Amoco Production Company, Box 50379, New Orleans, La. 35209

1. Lessee, in consideration of One hundred and no/100 \$ 100.00 to it in hand paid, of the royalties herein provided, and of the agreement of Lessee herein contained, hereby grants, leases and lets exclusively unto Lessee for the purpose of mining, prospecting, exploring, prospecting, drilling and mining for and producing oil, gas and all other minerals, laying pipe lines, building roads, and power stations, telephone lines and other structures, and for the mining, sale, take care of, treat, transport and own said products, and housing its employees, the following described land in Shelby County, Alabama, to-wit:

Tract 1:
The Northeast quarter of the Northeast quarter (NE $\frac{1}{4}$ of NE $\frac{1}{4}$), of Section 11,
Township 21 South, Range 3 West.

Tract 2:
All that part of the East one-half of Southeast quarter (E $\frac{1}{2}$ of SE $\frac{1}{4}$), of Section 2, Township 21 South, Range 3 West, which lies West of the L. & N. Railroad.

Tract 3:
That part of Southwest quarter of Southwest quarter (SW $\frac{1}{4}$ of SW $\frac{1}{4}$), of Section 1, Township 21 South, Range 3 West, which lies South and West of the D. & N. Railroad.

It is understood and agreed that this Lease covers only oil, gas, gaseous derivatives and other gaseous and liquid hydrocarbons and sulphur, but does not cover coal, iron ore, limestone, or other hard rock minerals.

It is agreed and understood between Lessor and Lessee that wherever the fraction $1/8$ th appears in paragraph 3 it is decreed to read $1/6$ th.

It is agreed and understood between Lessor and Lessee that Lessor will not drill in nor move equipment across the seven (7) acre man-made lake located in Section 1 and Section 2, Township 21 South, Range 3 West.

It is the intention of Lessor and Lessee that this lease shall also include, and there is hereby included, granted, leased and let, for the purposes and consideration herein stated, all the land owned or claimed by Lessor adjacent or contiguous to the land particularly described above, whether the same be in said section or sections, grant or grants, or in adjacent sections or grants, although not included with the above lands.

of the land particularly described above. For the purpose of determining the amount of any money payment hereunder, the lands herein shall be treated as comprising _____ acres, whether there be more or less, and in the event of a partial assignment of surrender hereunder, the assigned or surrendered portion or portions shall be deemed to contain the number of acres stated in such assignment of surrender.

or lands with which said land is pooled hereunder.

[illegible][illegible]

--- One Hundred and Seven and no/100 ---

1017.00 The contract shall contain the provision of deferring commencement of drilling operations for a period of twelve (12) months. In like manner, the

[illegible][illegible]

1. The right of use shall be granted to the lessee for the term of years specified in the lease, and the right of use shall be subject to the right of the lessor to terminate the lease at any time during or after the expiration of this lease, by removing all property and fixtures placed by the lessee on said land, and restoring the right of use and enjoyment of the land to the lessor. The right of use shall be subject to the right of the lessor to terminate the lease at any time during or after the expiration of this lease, by removing all property and fixtures placed by the lessee on said land, and restoring the right of use and enjoyment of the land to the lessor. The right of use shall be subject to the right of the lessor to terminate the lease at any time during or after the expiration of this lease, by removing all property and fixtures placed by the lessee on said land, and restoring the right of use and enjoyment of the land to the lessor.

H. M. Buckett

13. In the event of any violation hereunder which shall constitute a forfeiture or termination of this lease, the Lessor shall have ninety (90) days after the receipt of written notice by Lessee from Lessor specifically stating the breach alleged by Lessor within which to cure the violation. If the Lessor fails to cure the violation within the time specified, the only penalty for failure so to do shall be the termination of this lease as to forty (40) acres for each well being worked by the Lessor. The Lessor shall be entitled to a refund of the delay rental paid hereunder, but not to a refund of the shut-in royalty. After the discovery of oil, gas or other mineral in paying quantities on said premises, Lessee shall not be required to drill more than one well per forty (40) acres of the area retained hereunder and capable of producing in paying quantities.

14. The Lessor warrants and covenants to defend the title to and 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 the Lessor shall be subrogated to such lien with right to enforce same and apply rentals and royalties according to remainder hereof and being paid. Without impairment of Lessor's rights in the event of an event of forfeiture, it is agreed that if the Lessor owns an interest in oil land less than the entire fee simple estate, then the royalty and rentals to be paid Lessor shall be reduced proportionately to the interest owned by the Lessor and paid hereunder shall not impair the right of Lessee to reduce royalties. All royalty interest covered by this lease (whether or not owned by Lessor) shall be paid out of the proceeds of the sale of the oil and gas.

15. The Lessor shall 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, should any change of ownership or ability 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, prevent the Lessor's obligation to comply with such covenant. Lessee shall not be liable in damages for failure to comply therewith, and this lease shall be extended to the extent of the Lessor's failure to comply therewith. 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 be counted against Lessee in computing the shut-in royalty.

16. The Lessor and Lessee, for himself and his heirs, successors and assigns, hereby surrenders and releases all rights of homestead in the premises herein described, in so far as said right of homestead may be asserted against the property for which this lease is made as recited herein, and agrees that the annual drilling or reworking rental payments made to Lessor as herein provided will fully protect the Lessor's interest in the land hereon.

17. 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 premises covered by this lease and covering all or a portion of the land described herein, with the lease becoming effective upon execution of this lease, Lessor hereby agrees to notify Lessee in writing of such offer and to deliver to Lessee, for a period of fifteen (15) days after receipt of the offer, a copy of the offer, 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 (15) days after receipt of the offer, shall have the 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 of the offer. If Lessee elects to purchase the lease or part thereof or interest therein, covered by the offer, within the fifteen (15) day period, Lessee shall promptly thereafter furnish to Lessor the new lease for execution on behalf of Lessor, and Lessor shall execute the new lease and deliver it to Lessee within the fifteen (15) day period. If Lessee does not elect to purchase the lease or part thereof or interest therein, covered by the offer, within the fifteen (15) day period, Lessee shall promptly thereafter furnish to Lessor a copy of the offer, and Lessor shall execute the new lease and deliver it to Lessee within the fifteen (15) day period. If Lessee does not elect to purchase the lease or part thereof or interest therein, covered by the offer, within the fifteen (15) day period, Lessee shall promptly thereafter furnish to Lessor a copy of the offer, and Lessor shall execute the new lease and deliver it to Lessee within the fifteen (15) day period.

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 00/100--- 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.

Maurice Rogers SS # [REDACTED]

Peggy W. Rogers

STATE OF Alabama

COUNTY OF Jefferson

I, Sheri Moore, A Notary Public in and for said County, in said State, hereby certify that Maurice Rogers and Peggy W. Rogers

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, that he executed the same voluntarily on the day the same bears date.

Given under my hand and Official Seal, this 16 day of February A.D. 19 82

MY COMMISSION EXPIRES

July 23, 1984

Jefferson

County

Alabama