

OIL, GAS AND MINERAL LEASE

THIS AGREEMENT made this 13th day of February 1932

Between Earl R. Burkette and wife Martha H. Burkette

Of the one part whose address is 4169 Winston Way, Birmingham, Alabama 35213

And ANOCO PRODUCTION COMPANY, P.O. BOX 50879, New Orleans, La.

Witnessed by Ten and more

10 & more

SEE EXHIBIT A

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TOWNSHIP 18 SOUTH RANGE 2 EAST

Section 19: A part of the SE $\frac{1}{4}$ of SW $\frac{1}{4}$ described as beginning at a point on the NE line of the right of way of the Central of Georgia Railroad and 612 feet SE of the west line of said 40 acres and run SE along said right of way 550 feet to cemetery lot; thence NE 270 feet along cemetery fence; thence E 158 feet along cemetery fence; SW along said fence 241 feet to the So. line of said 40 acres; E 250 feet to SE corner of said 40 acres; N along east line of said 40 acres 550 feet to telephone line; NW along telephone line 275 feet; SW 450 feet to the East corner of R. J. Bruner lot, now owned by Bert Stevens; West along south line of said last mentioned lot 420 feet to POB, containing 10 acres more or less, EXCEPTING lot sold to Curtis Howard as described in Deed Book 175 Page 378.

Also a part of NE $\frac{1}{4}$ of SW $\frac{1}{4}$ and part of SE $\frac{1}{4}$ of SW $\frac{1}{4}$ described as begin at SW Corner of Denver Overton lot on south side of a public road and run SE along a ditch to the NE corner of lot formerly known as Helms lot; South along east side of Helms lot 420 feet to the NE corner of Jackson lot; Southeasterly direction along Jackson lot 210 feet to NE corner of Riddle lot; Southeasterly 370 feet, more or less to SE corner; NE along NW line of property formerly belonging to Snow property 527 feet, more or less to telephone line; NW along telephone line 908 feet more or less to south side of a public road; SW along south side of said public road to POB.

Also a part of the SW $\frac{1}{4}$ of SE $\frac{1}{4}$ beginning at the SW corner of said 40 acres and running thence east along the south line of said forty acres 9 feet and 2 inches to a point; thence run northwesterly to a point where the telephone line crosses the west line of said SW $\frac{1}{4}$ of SE $\frac{1}{4}$; thence run south along the west line of said forty acres a distance of 625 feet and 9 inches to the POB.

Section 30: The E $\frac{1}{2}$ of SW $\frac{1}{4}$. Also all that part of SE $\frac{1}{4}$ of NW $\frac{1}{4}$ lying south of the Vincent-Leeds Highway, EXCEPT for that portion of the following described lot situated within said area, Viz: Commencing at the SE corner of section run N 2 deg. 30 min. W along the east line of said forty acres 353 feet to POB, thence turn an angle of 102 deg. 15 min. to the left and run 420 feet; thence turn an angle of 102 deg. 15 min. to the right and run 561 feet to an old road; thence turn an angle of 77 deg. 45 min. to the right and run along said old road 420 feet; thence turn an angle to the right 102 deg. 15 min. and run 562 feet, more or less, to POB of said exception which contains 5 acres, more or less, in said exception.

W. W. Burkette

This lease does not cover coal, iron ore, or any other hard rock minerals.

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

For the intention of Lesson 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 lands now owned or held by Lessee 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 lands particularly described above. For the purpose of determining the amount of any money payment hereunder, the lands herein shall be treated as comprising 116 acres, more or less, 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 this determination hereunder.

5 (Five)

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4. The "unit" option is hereby given to the right and power to pool or combine the acreage covered by this lease or any portion thereof with other land, lease or leases in the immediate vicinity thereof, when it is determined to be necessary or advisable to do so in order properly to develop and operate said premises in compliance with any lawful spacing rules which may be prescribed for the field in which this lease is situated and to be duly authorized authority, or when to do so would, in the judgment of Lessor, promote the conservation of the oil and gas in and under and that may be produced from said premises, to be used to operate an oil well or wells, with an instrument establishing and describing the pooled acreage. The entire acreage so pooled into a tract or unit shall be treated, for all purposes except the payment of royalty, as a single tract or unit, a "pooled unit," and if it were included in the lease. If production is found on the pooled acreage, it shall be treated as if production is had from this lease, whether the well or wells be located on acreage covered by this lease or not. In case of the royalty clause herein specified, Lessor shall receive on production from a unit so pooled if only such portion of the royalty stipulated herein as the amount of land owned by the unit or by its royalty interest therein on an acreage basis bears to the total acreage so pooled in the particular unit involved.

Before and after the date hereof, full and complete payment of the rental hereof shall be made by Lessee or to the credit of Lessor in Bank of Birmingham Alabama, which bank and its successors and assigns shall continue as the depository for all rentals payable hereunder, regardless of changes in ownership of said land or the identity of the person or persons who own the same. The drilling are not commenced on said land or on an acreage pooled therewith as above provided on or before one year from this date the lease shall then terminate as to both parties and no further rentals shall be payable hereunder.

One Hundred Sixteen and No/100-----

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10. If production is not made in excess of oil, gas or other mineral on said land or an acreage pooled therewith, Lessee should drill a dry hole or holes thereon, or, if after discovery of oil, gas or other mineral the production is not made in excess of such mineral on this lease. Will not terminate if Lessee commences additional drilling or reworking operations within 45 days thereafter or if it is within the primary term, or, if it is within the primary term, commences additional drilling or reworking operations for drilling or reworking on or before the rental paying date next occurring after the expiration of 60 days from date of completion of dry hole or holes thereon. If at any time subsequent to sixty (60) days prior to the beginning of the last year of the primary term and prior to the discovery of oil, gas or other mineral on said land or an acreage pooled therewith, Lessee should drill a dry hole thereon, no rental payment or operations are necessary in order to keep the lease in force during the remainder of the primary term. If at the expiration of the primary term, oil, gas or other mineral is not being produced on said land, or an acreage pooled therewith, but Lessee is then engaged in drilling or reworking operations thereon, Lessee shall have completed a dry hole or holes thereon within sixty days prior to the end of the primary term. The lease shall remain in force so long as operations are prosecuted with investigation of more than sixty (60) consecutive days, or, if there is production of oil, gas or other mineral so long thereafter as oil, gas or other mineral is produced from said land or an acreage pooled therewith. In the event a well or wells producing oil, gas or other mineral on said land or an acreage pooled therewith are abandoned fully (50% test of and changing the leased premises, or acreage pooled therewith, Lessee agrees to drill such offset well or wells as may be necessary to maintain operations on said land or an acreage pooled therewith.

10. The Seller has the right at any time during or after the expiration of this lease to remove all property and fixtures placed by Lessee on said land, including the right to drain and remove all crops. Lessee agrees to remove all property and fixtures after the expiration of this lease, and no work shall be drilled within two hundred (200) feet of any well on or farm upon said land within three (3) miles of said land. Lessee shall be responsible for all damages caused by Lessee's operations, including but not limited to, other than damages necessarily caused by the exercise of the right herein granted.

any and all of the other parts hereunder shall be assigned as a 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 hereunder shall be made, even according to law, until Lessor is furnished with proper evidence of the assignment of the lease, and no change or division in such ownership shall be binding on Lessor until Lessor is so furnished. If Lessor is furnished by right of the State of Texas with its principal place of business with a certified copy of recorded instruments or instruments evidencing same, in the event of a change of ownership of the land hereunder, the obligation hereunder shall rest exclusively upon the owner of this lease or of a portion thereof who executes such breach. In the event of the death of a person who is entitled to the benefits of this lease, any party or parties entitled to the benefit of the deceased or the estate of the deceased until such time as Lessor is furnished with proper evidence of the assignment of the lease, shall be entitled to the benefits of the estate of the deceased, or of those he or she owned, then until Lessor is furnished with evidence satisfactory to him as to the heirs or devisees of the deceased, and that of the estate of the deceased, if any, until such time as the heirs or devisees are entitled to participate in the rental payable hereunder. Lessor may pay or tender said rental jointly to such persons or to their personal representatives, as the case may be, or to Lessor's selection, the person or persons to whom said rental is to be paid or tendered to him separately or to his separate credit or to the credit of his separate account, or to the person or persons of his personal selection. He or she shall maintain this lease, as to such participant, in event of assignment of this lease as to a segregated portion of said land, the rental payable to such participant shall be between the several individual owners ratably according to the surface area of each, and default in rental payment by one shall not affect the rights of all other tenants or owners of the land hereunder. If any person is entitled to usually be hereunder, Lessor may withhold payment of any and all taxes and rental furnished with a recordable instrument executed by the person or persons entitled to the benefits of this lease.

