

OIL, GAS AND MINERAL LEASE

THIS AGREEMENT made this 17th day of March 1982 between Charles A. Aldridge and Margaret L Aldridge, His Wife

Lessor (whether one or more), whose address is: P.O. Box 158, Vandiver, Alabama
and Sohio Petroleum Co. 5400 LBJ Freeway, Dallas, Texas

Lessee, WITNESSETH:

1. Lessor, in consideration of Ten Dollars and Other Valuable Consideration Dollars, receipt of which is hereby acknowledged, and of the covenants and agreements of lessee hereinafter contained, does hereby grant, lease and let unto lessee the land covered hereby for the purposes and with the exclusive right of exploring, drilling, mining and operating for, producing and owning oil, gas, sulphur and all other minerals (whether or not similar to those mentioned), together with the right to make surveys on said land, lay pipe lines, establish and utilize facilities for surface or subsurface disposal of salt water, construct roads and bridges, dig canals, build tanks, power stations, power lines, telephone lines, employee houses and other structures on said land, necessary or useful in lessee's operations in exploring, drilling for, producing, treating, storing and transporting minerals produced from the land covered hereby or any other land adjacent thereto. The land covered hereby, herein called "said land", is located in the County of Shelby State of Alabama and is described as follows:

FOR DESCRIPTION SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF.
SEE EXHIBIT "B" ATTACHED HERETO AND MADE A PART OF.

THIS LEASE DOES NOT COVER COAL, IRON ORE, OR ANY OTHER HARD ROCK MINERALS.

11 net acres
\$262.00 bonus

This lease also covers and includes, in addition to that above described, all land, if any, contiguous or adjacent to or adjoining the land above described and (a) owned or claimed by lessor by limitation, prescription, possession, reversion or unrecorded instrument or (b) as to which lessor has a preference right of acquisition. Lessor agrees to execute any supplemental instrument requested by lessee for a more complete or accurate description of said land. For the purpose of determining the amount of any bonus or other payment hereunder, said land shall be deemed to contain 11 acres, whether actually containing more or less, and the above recital of acreage in any tract shall be deemed to be the true acreage thereof. Lessor accepts the bonus as lump-sum consideration for this lease and all rights, and options hereunder.

2. Unless sooner terminated or longer kept in force under other provisions hereof, this lease shall remain in force for a term of Five (5) Years date hereof; hereinafter called "primary term", and as long thereafter as operations, as hereinafter defined, are conducted upon said land with no cessation for more than ninety (90) consecutive days.

3. As royalty, lessee covenants and agrees: (a) To deliver to the credit of lessor, in the pipe line to which lessee may connect its wells, the equal one-eighth part of all oil produced and saved by lessee from said land, or from time to time, at the option of lessee, to pay lessor the average posted market price of such one-eighth part of such oil at the wells as of the day it is run to the pipe line or storage tanks, lessor's interest, in either case, to bear one-eighth of the cost of treating oil to render it marketable pipe line oil; (b) To pay lessor on gas and casinghead gas produced from said land (1) when sold by lessee, one-eighth of the amount realized by lessee, computed at the mouth of the well, or (2) when used by lessee off said land or in the manufacture of gasoline or other products, the market value, at the mouth of the well, of one-eighth of such gas and casinghead gas; (c) To pay lessor on all other minerals mined and marketed or utilized by lessee from said land, one-tenth either in kind or value at the well or mine at lessee's election, except that on sulphur mined and marketed the royalty shall be one dollar (\$1.00) per long ton. If, at the expiration of the primary term or at any time or times thereafter, there is any well on said land or on lands with which said land or any portion thereof has been pooled, capable of producing gas or any other mineral covered hereby, and all such wells are shut-in, this lease shall, nevertheless, continue in force as though operations were being conducted on said land for so long as said wells are shut-in, and thereafter this lease may be continued in force as if no shut-in had occurred. Lessee covenants and agrees to use reasonable diligence to produce, utilize, or market the minerals capable of being produced from said wells, but in the exercise of such diligence, lessee shall not be obligated to install or furnish facilities other than well facilities and ordinary lease facilities of flow lines, separator, and lease tank, and shall not be required to settle labor trouble or to market gas upon terms unacceptable to lessee. If, at any time or times after the expiration of the primary term, all such wells are shut-in for a period of ninety consecutive days, and during such time there are no operations on said land, then at or before the expiration of said ninety day period, lessee shall pay or tender, by check or draft of lessee, as royalty, a sum equal to one dollar (\$1.00) for each acre of land then covered hereby. Lessee shall make like payments or tenders at or before the end of each anniversary of the expiration of said ninety day period if upon such anniversary this lease is being continued in force solely by reason of the provisions of this sub-paragraph. Each such payment or tender shall be made to the parties who at the time of payment would be entitled to receive the royalties which would be paid under this lease if the wells were producing, or may be deposited to such parties credit in the

CITIZENS BANK OF LEEDS

at LEEDS ALABAMA or its successors, which shall continue as the depositories, regardless of changes in the ownership of shut-in royalty. If at any time that lessee pays or tenders shut-in royalty, 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 shut-in royalty, in the manner above 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 the party entitled to receive payment or to a depository bank provided for above on or before the last date for payment. Nothing herein shall impair lessee's right to release as provided in paragraph 5 hereof. In the event of assignment of this lease in whole or in part, liability for payment hereunder shall rest exclusively on the then owner or owners of this lease, severally as to acreage owned by each.

4. Lessee is hereby granted the right, at its option, to pool or unitize all or any part of said land and of this lease as to any or all minerals or horizons thereunder, with other lands, lease or leases, or portion or portions thereof, or mineral or horizon thereunder, so as to establish units containing not more than 80 surface acres plus 10% acreage tolerance; provided, however, a unit may be established or an existing unit may be enlarged to contain not more than 640 acres plus 10% acreage tolerance, if unitized only as to gas or only as to gas and liquid hydrocarbons (condensate) which are not a liquid in the subsurface reservoir. If larger units are required, under any governmental rule or order, for the drilling or operation of a well at a regular location, or for obtaining maximum allowable, from any well to be drilled, drilling, or already drilled, any such unit may be established or enlarged, to conform to the size required by such governmental order or rule. Lessee shall exercise said option as to each desired unit by executing an instrument identifying such unit and filing it for record in the public office in which this lease is recorded. Each of said options may be exercised by lessee from time to time, and whether before or after production has been established either on said land or on the portion of said land included in the unit or on other land unitized therewith and any such unit may include any well to be drilled, being drilled or already completed. A unit established hereunder shall be valid and effective for all purposes of this lease even though there may be land or mineral, royalty or leasehold interests in land within the unit which are not pooled or unitized. Any operations conducted on any part of such unitized land shall be considered, for all purposes, except the payment of royalty, operations conducted under this lease. There shall be allocated to the land covered by this lease included in any such unit that proportion of the total production of unitized minerals from wells in the unit, after deducting any used in lease or unit operations, which the number of surface acres in the land covered by this lease included in the unit bears to the total number of surface acres in the unit. The production so allocated shall be considered for all purposes, including the payment or delivery of royalty, overriding royalty, and any other payments out of production, to be the entire production of unitized minerals from the portion of said land covered hereby and included in such unit in the same manner as though produced from said land under the terms of this lease. The owner of the reversionary estate of any term of term requiring production of oil or gas. The formation of such unit shall not have the effect of changing the ownership of any shut-in production royalty which may become payable under this lease. Neither shall it impair the right of lessee to release from this lease all or any portion of said land, except that lessee may not so release as to lands within a unit while there are operations thereon for unitized minerals unless all pooled leases are released as to lands within the unit. Lessee may dissolve any unit established hereunder by filing for record in the public office where this lease is recorded a declaration to that effect, if at that time no operations are being conducted thereon for unitized minerals. Subject to the provisions of this paragraph 4, a unit once established hereunder shall remain in force so long as any lease subject thereto shall remain in force. A unit may be so established, modified or dissolved during the life of this lease.

5. 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 any mineral or horizon thereunder, and thereby be relieved of all obligations as to the released acreage or interest.

6. This is a PAID-UP LEASE. In consideration of the down cash payment, Lessor agrees that Lessee shall not be obligated except as otherwise provided herein, to commence or continue any operations during the primary term. Whenever used in this lease the word "operations" shall mean operations for and any of the following: drilling, testing, completing, reworking, recompleting, deepening, plugging back or repairing of a well in search for or in an endeavor to obtain production of oil, gas, sulphur or other minerals, excavating a mine, production of oil, gas, sulphur or other mineral, whether or not in paying quantities.

7. Lessee shall have the use, free from royalty, of water, other than from lessor's water wells, and of oil and gas produced from said land in all operations hereunder. Lessee shall have the right at any time to remove all machinery and fixtures placed on said land, including the right to draw and remove casing. No well shall be drilled nearer than 200 feet to the house or barn now on said land without the consent of the lessor. Lessee shall pay for damages caused by its operations to growing crops and timber on said land.

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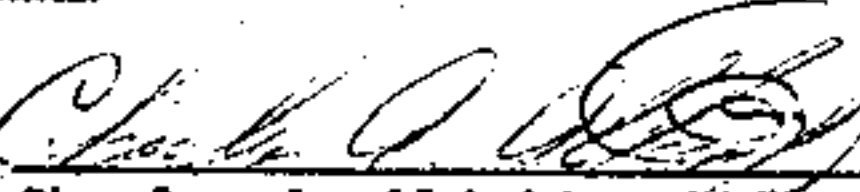
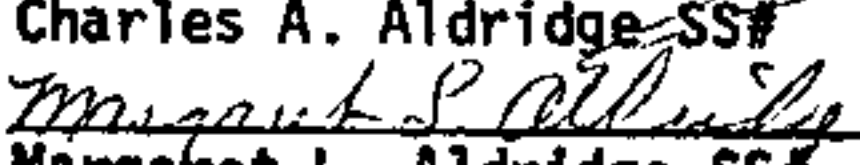
8. The rights and estate of any party hereto may be assigned from time to time in whole or in part and as to any mineral or horizon. All of the covenants, obligations, and considerations of this lease shall extend to and be binding upon the parties hereto, their heirs, successors, assigns, and successive assigns. No change or division in the ownership of said land, royalties, 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, 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, successors, 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, or other moneys, or part thereof, to the credit of the decedent in a depository bank provided for above.

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 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 its 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, 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.

11. If, while this lease is in force, at, or after the expiration of the primary term hereof, it is not being continued in force by reason of the shut-in well provisions of paragraph 3 hereof, 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 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.

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


Charles A. Aldridge SS#

Margaret L. Aldridge SS#

(SEAL)

JOINT OR SINGLE ACKNOWLEDGMENT
(MISSISSIPPI-ALABAMA-FLORIDA)

STATE OF ALABAMA
COUNTY OF SHELBY

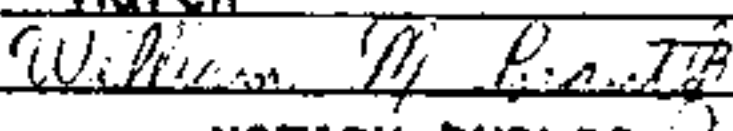
I hereby certify, that on this day, before me, a NOTARY PUBLIC

duly authorized in the state and county aforesaid to take acknowledgments, personally appeared Charles A. Aldridge and Margaret L. Aldridge

to me known to be the persons S described in and who executed the foregoing instrument and t he y acknowledged before me that, being informed of the contents of the same, t he y voluntarily signed and delivered the within and foregoing instrument on the day and year therein mentioned.

Given under my hand and official seal, this 17th day of March, A.D., 1982

(Affix Seal)


NOTARY PUBLIC
(Title of Official)

My commission expires 2/12/86 in and for State of Alabama County, SHELBY

WITNESS ACKNOWLEDGMENT
(MISSISSIPPI-ALABAMA-FLORIDA)

STATE OF _____
COUNTY OF _____

I, a _____ in and for the aforesaid jurisdiction, hereby certify that _____

a subscribing witness to the foregoing instrument, known to me, appeared before me on this day, and being sworn, stated that _____

the grantor(s), having been informed of the contents thereof, voluntarily executed and delivered the same in his presence, and in the presence of the other subscribing witness, on the day the same bears date; that he attested the same in the presence of the grantor(s), and of the other witness, and that such other witness subscribed his name as a witness in his presence.

(Subscribing Witness)

Given under my hand and official seal, this _____ day of _____, 19____

(Affix Seal)

(Title of Official)

My commission expires _____ in and for _____ County, _____

Producers 88 (8-70) Paid Up with Pooling Provision Mississippi-Alabama-Florida	
No. _____	
Oil, Gas and Mineral Lease	
FROM _____ TO _____	
Date _____ 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 _____	County Clerk _____
When recorded return to _____	Deputy _____
Hederman Brothers—Jackson, Mississippi	

Attached hereto and made a part of that certain Oil, Gas and Mineral Lease between Charles A. Aldridge and Margaret L. Aldridge, His Wife and Sohio Petroleum Company Dated 3/17/82.

TOWNSHIP 18 SOUTH RANGE 1 EAST

SECTION 14; All that part of the West Half of the Southwest Quarter of Sec.14, which lies South of Bear Creek and West of the Westerly right-of-way line of Sterrett Road. Less and Except highway R.O.W. and easement, Also except the Following;

Commencing at the Southwest corner of Said Section; Thence East along the South Line of said Section a distance of 745 feet to a point on the West R.O.W. Line of Shelby County Road #45; Thence Northeasterly along said R.O.W. Line a distance of 1410 feet to the P.O.B.; Thence North 50degrees 30min. West a distance of 341 feet to a point; Thence North 14degrees 30 min. East a distance of 225 feet to a point at Bear Creek; Thence Southeasterly along said Creek a distance of 217.30 feet to a point on the West R.O.W. Line of said county road #45; Thence Southerly along said R.O.W. Line a distance of 391 feet to the point of beginning. Being in the SW $\frac{1}{4}$ of SW $\frac{1}{4}$ and NW $\frac{1}{4}$ of SW $\frac{1}{4}$ of Section 14.

Commencing at the SW corner of said section; Thence East along the South Line of section a distance of 745 feet to a point on the West R.O.W. Line of County Road #45; Thence Northeasterly along said R.O.W. line a distance of 548 feet to the P.O.B.; Thence North 45degrees West a distance of 1170 feet to a point at Bear Creek; Thence meandering Easterly along said creek a distance of 1401 feet to a point at the West R.O.W. Line of county road 45; Thence Southerly along said R.O.W. line a distance of 80 feet to a new portion of Bear Creek as now Flowing; Thence Westerly along new portion a distance of 217.30 feet to a point; Thence South 14degrees 30min West a distance of 225.50 feet to a point; Thence South 50degrees 30min East a distance of 341 feet to a point on the West R.O.W. line of said road; Thence Southerly along said R.O.W. Line a distance of 862 feet to the P.O.B.

Also, Commence at the SW corner of said section and run an Easterly direction along the South Line of said section a distance of 745 feet to a point on the Northwest R.O.W. line of county road 45; Thence deflect 91degrees 51min 10sec. to the left and to the tangent of a curve running to the right having a central angle of 2degrees 44min 50sec; a radius of 1775.23 feet and an arc of 85.10 feet; Thence continuing along the arc of said curve and along the Northwest R.O.W. Line of said highway in a Northwesterly direction a distance of 85.10 feet to the point of begining of the herein described property; Thence from the tangent of the East described curve deflect 59degrees 14min to the left and run in a Northwesterly direction a distance of 484.13 feet to a point; Thence turn an interior angle of 174degrees 43min 50sec and run to the right in a Northwesterly direction a distance of 62.59 feet to a point; Thence turn an interior angle of 153degrees 19min and run to the right in a Northwesterly direction a distance of 258.15 feet to a point; Thence turn an interior angle of 126 degrees 34min 30sec and run to the right in a Northeasterly direction a distance of 260.44 feet to a point; Thence turn an interior angle of 88degrees 40min 30sec and run to the right in a Southeasterly direction a distance of 600 feet to a point on the Northwest R.O.W. line of said county road; Thence turn an interior angle of 102degrees 15min 30sec to the tangent of a curve running in a Southwesterly direction and to the left having a central angle of 15degrees 22min 40sec a radius of 1725.23 feet and an arc of 476.46 feet, and continue along the arc of the last described curve a distance of 476.46 feet more or less to the P.O.B.

Also, Commence at the Southwest corner of the SW $\frac{1}{4}$ of SW $\frac{1}{4}$ of said Section and run East along the South Line of said $\frac{1}{4}$ - $\frac{1}{4}$ section a distance of 168 feet to the P.O.B.; Thence continue along said South Line a distance of 577 feet to a point where the same intersects the Westerly R.O.W. Line of County Hwy. Number 45; Thence deflect 91degrees 51min. 10sec. to the left and to the tangent of a curve running to the right having a central angle of 2degrees 44min. 50sec., a radius of 1775.23 feet and an arc of 85.10 feet; Thence continuing along the arc of said curve and along the Northwest R.O.W. line of said Highway in a Northeasterly direction a distance of 85.10 feet to a point; Thence from the tangent of the last described curve, deflect 59deg. 14min. to the left and run in a Northwesterly direction a distance of 484.13 feet to a point; Thence turn an interior angle of 174deg. 43min. 50sec. and run to the right in a Northwesterly direction a distance of 62.59 feet to a point; Thence turn an interior angle of 153deg. 19min. and run to the right in a Northwesterly direction a distance of 136 feet to a fence; Thence run West a distance of 405 feet, more or less, to the West Line of said $\frac{1}{4}$ - $\frac{1}{4}$ section; Thence run South along the West Line of said $\frac{1}{4}$ - $\frac{1}{4}$ section a distance of 413 feet, more or less to the Northwest corner of the E.C. & Ann Fowler Lot.

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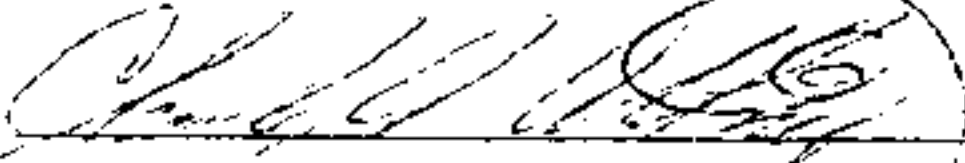
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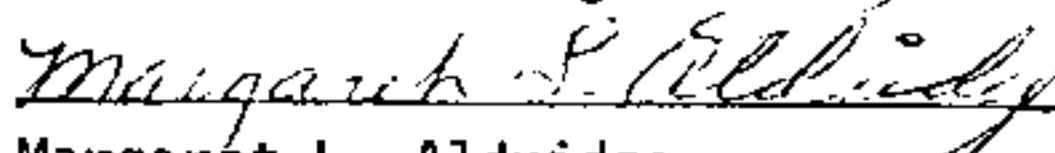
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Thence run South 50deg. East a distance of 67feet; Thence South 10deg. West a distance of 83 feet; Thence South 40deg. East a distance of 184 feet to the South Line of said $\frac{1}{4}$ - $\frac{1}{4}$ section and to the P.O.B. Being in the SW $\frac{1}{4}$ of SW $\frac{1}{4}$ of Section 14.
Also, Starting at the Southwest corner of said section, running East along section line a distance of 168 feet. Thence West 40deg. North 184 feet; Thence North 10deg. 83 feet Thence West 50deg. North 67 feet to the section line; Thence South along section line 255 feet to Section Corner and the P.O.B.

SIGNED FOR IDENTIFICATION:



Charles A. Aldridge



Margaret L. Aldridge

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EXHIBIT "B"

Paragraph 12 attached hereto and made a part hereof: OIL, GAS, and MINERAL LEASE by and between Charles A. Aldridge, et ux as Lessor and SOHIO PETROLEUM COMPANY, as Lessee, Dated 3-17-82, 1982.

OPTION

12. Within thirty (30) days prior to expiration of the primary term of this lease, or if operations are being conducted on said lease or land pooled therewith at the expiration of the primary term in such manner as to maintain this lease in force, within thirty (30) days after the completion of a dry hole resulting from such operations, Lessee may extend the primary term of this lease as to all or any part of acreage then covered hereby, for an additional five (5) years beyond the initial primary term, by written notification of action taken and by making payment to Lessor or Lessors successor in interest as reflected by notice to Lessee pursuant to paragraph 8 hereof, or to the credit of Lessor or such successor in interest in any depository bank named herein or in any amandatory instrument on the sum of \$24.00 Dollars for each net acre as to which the lease is so extended. If this option is exercised by Lessee the payment of option bonus shall be in lieu of any delayed rental, and the lease extended will thereafter be treated as if the original primary term had been five (5) years longer.

SIGNED FOR IDENTIFICATION

Charles A. Aldridge
Charles A. Aldridge

Margaret L. Aldridge
Margaret L. Aldridge

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

1982 JUL -1 AM 9:53

Thomas A. Snowden, Jr.
JUDGE OF PROBATE

Deed 50
Mineral 55
Rec. 20.00
Inst. 1.00
22.05