

BOOK 341 PAGE 810

1. The rights and estate of any party hereunder 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 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, 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 provision hereunder, knowledge or notice thereof to or by lessor, 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, 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 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 or division occurs by reason of the death of the owner, lessor 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.

2. 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 failed to comply with 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 prima facie evidence of the fact that lessee has failed to meet all or any part of the alleged breaches shall be deemed an admission or presumption that lessor has failed to perform all its obligations hereunder. Should it be determined by a court of competent jurisdiction that lessor has failed to comply with any implied obligation or covenant hereunder, this lease shall not be subject to cancellation for any breach or breach except after final judicial ascertainment that such failure exists and lessor has then been afforded a reasonable time to prevent cancellation by complying with and discharging its obligations as to what is determined to be its obligation. 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 lessor as near as practicable to the point 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. Lessor shall also have such control over said land as are necessary to operations on the acreage so retained.

3. 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 tender same for lessor, either before or after maturity, and be subrogated to the rights of the lender therefor 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 use by deed, lease, or assignment covering any interest or claim in said land which lessor or any other party contends is outstanding and not covered hereby, and even though such interest or claim is alleged to be 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 leased or operated or not), or an 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 owned and 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 to the party 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.

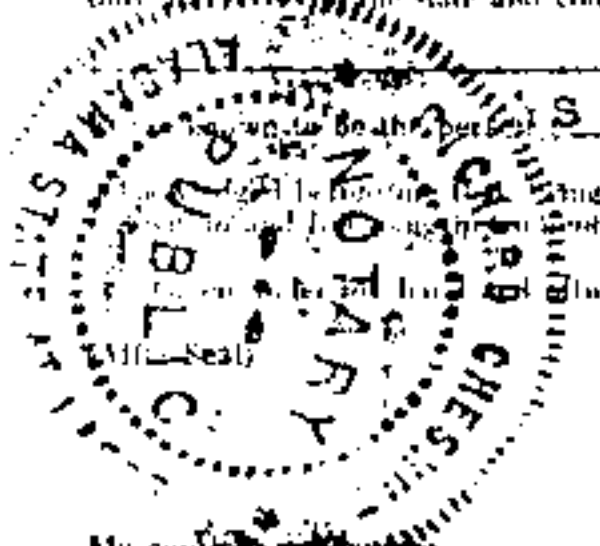
4. In whole this lease is in force at or after the expiration of the primary term hereof, it is not being continued in force by reason of the shut-in well provisions of paragraph 2 hereof, and lessor is not conducting operations on said land by reason of (1) any law, order, rule or regulation (whether or not subsequently determined to be invalid) or (2) any other cause, whether similar or dissimilar, except to an extent less than 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.

5. 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 all of the acreage 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 hereof, it shall 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 Lessor's cash or check 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.

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

Paul D. Wilson (SEAL)
Paul D. Wilson
S.S. [REDACTED] (SEAL)
Donna B. Wilson (SEAL)
Donna B. Wilson

STATE OF ALA. SHELBY CO.
I CERTIFY THIS INSTRUMENT WAS FILED
1982 AUG 16 AM 11:43
Jesse A. Snowdon, Jr.
JUDGE OF PROBATE
Deed tax - 0.50
Mgin. 0.33
Rec. 10.00
Ord. 1.00
11 82



JOINT OR SINGLE ACKNOWLEDGEMENT (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 Paul D. Wilson and wife, Donna B. Wilson
described in and who executed the foregoing instrument and t h y
being informed of the contents of the same, t h y voluntarily signed and delivered
in my presence on the day and year therein mentioned
I, the undersigned, do hereby certify that the foregoing instrument was duly acknowledged before me on the 28th day of July, A.D. 19 82
My commission expires 5/16/86
in and for Shelby County, at large

Produced by	TO	FROM	Oil, Gas and Mineral Lease
Date			
No Acres			
Term			
This instrument was filed for record on the			
day of			
Book			
Page			
of the			
records of this office			
When recorded return to			
County Clerk			