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AMOCO PRODUCTION COMPANY. P.O. Box 50879. New Orleans. La.

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Shelby

nuically brailty 412 Drummond Rd Huntsville. Al.

01/05/1983 00:00:00 FILED/CERTIFIED

OIL, GAS AND MINERAL LEASE Shelby Cnty Judge of Probate, AL

3rd November 10 8Z betw THIS AGREEMENT made this... Geraldine Brazier and her husband. Ethridge Brazier; Terry Cook and his w Frankie Cook; Gracie Lee Barber and her husband, Sid Barber; John Earl Co Sarah Lois Cook, a single woman; Charlie FayeBrasher, a wid and Nola Cook. a widow. being all the heirs at law of Oscar Cook, decease Box 79. Sterrett, Alabama Route 1. lessor (whether one or more), whose address is:

Ten and Other Valuable Consideration (\$10.00 & OVC) 1. Lessor, in consideration of 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 purpose and with the exclusion 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 a land, lay pipe lines, establish and utilize facilities for surface or subsurface dispusal of salt water, construct roads and bridges, dig canals, build tanks, power stations, power lines, telephone lines, employee hus 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 ______

Alabama

and is described as follows: TOWNSHIP 18 SOUTH, RANGE 2 EAST

Section 5: Beginning at the NW corner of the NW 1/4 of the SE 1/4; thence South 690 feet; thence South 71 degrees 10 minutes East 1520 feet to the West ROW of County Highway 43; thence South 40 degrees West along said ROW 183/feet to the SE corner of the NW 1/4 of the SE 1/4; thence East 72! feet more or less to Howard Road; thence North along said Road 140 feet; thence North 52 degrees 45 minutes West 442 feet to a point on the West ROW of County, Highway 43; thence along said ROW Northeasterly 350 feet; thence North 63 degrees 30 minutes West 1139 feet to Buckhorn Branch; then along said branch North 56 degrees 30 minutes West 85 feet; thence North 3 degrees 30 minutes West 89 feet to the North line of the NW 1/4 of the SE 1/4; thence West 733 feet to the point of beginning. LESS AND EXCEPT: Beginning at the SE corner of the NE 1/4 of the SE 1/4; thence North 53 de 11 minutes West 823 feet to Howard Road; thence along said road South 9 de East 303 feet; thence North 52 degrees 45 minutes West 20 feet to the poir of beginning; thence along the last named course 208.71 feet; thence turni an angle of 90 degrees to the left 208.71 feet; thence turning an angle of en 90 degrees to the 1eft 208.71 feet; thence turning an angle of 90 degrees the left 208.71 feet to the point of beginning.

It is their intention and the Lessors do hereby let and lease all of the lar and mineral rights jointly owned by them in the above section, township ar range whether properly described herein or not.

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

It is understood and agreed between the Lessors and the Lessee that no governtions shall be begun on the above described property without obtaining the prior written consent of the surface owner; it is further understood agreed that all bonus consideration for the herein lease shall be paid to GERALDINE AND ETHRIDGE BRAZIER or to their credit in the named depository 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 limitate prescription, presentation, 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 monoplete 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

, 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. Lemm accepts to all rights, and options hereunder. five (5)lumns as lump sum consideration for this lease and all rights, and options bereunder. 2. Unless somer terminated or longer kept in force under other provisions hereof, this lesse shall remain in force for a term of the date hereof, hereinafter called "primary term", und long thereafter as operations, as hereinafter defined, are conducted upon said land with no cessation for more than ninety (90) consecutive days.] /6

3. As mysity, lessee covernants and agrees: (a) To deliver to the credit of lessor, in the pipe line to which lesser by Connect its wells, the equal on 1200 part of all oil produced and saved by lessee from a land, or from time to time, at the polition of lessee, to pay lessor, the average posted market price of such obligated part of such oil at the wells as of the day it is run to the pipe line or storage tanks, lessed on the first of such oil at the wells as of the day it is run to the pipe line or storage tanks, lessed on the first of such oil at the wells as of the day it is run to the pipe line or storage tanks, lessed on the first of such oil at the wells as of the day it is run to the pipe line or storage tanks, lessed on the first of such oil at the wells as of the day it is run to the pipe line or storage tanks. 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 the estible 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 elections. 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 large with which said land or any partien thereof has been pushed, capable of producing gas or any other mineral covered bereby, and all such wells are shut-in, this lease shall, nevertheless, continue in force as thou operations were being conclucted on said kind 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. Lesses convenants and agrees to use reasona 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 we 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, 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 consecutive days, and during such time there are no operations on said land, then at or before the expiration of said ninety consecutive days, and during such time there are no operations on said land, then at or before the expiration of said ninety consecutive days, and during such time there are no operations on said land, then at or before the expiration of said ninety consecutive days. period, lessee shall pay or tender, by check or draft of lessee, as myalty, 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 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 ten 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 Union State

Pell City, Alabama or its successors, which shall continue as the depositories, regurdless of changes in the or ership of shut-in myalty. If at any time that lessee pays or tenders shut-in myalty, two or more parties are, or claim to be, entitled to receive same, lessee may, in lien of any other method of payment her 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. A 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 payment. Nothing herein shall impair lesse'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 the then owner or owners of this lease, severally as to acreage owned by each.

4. Leaver is breedy granted the right, at its system, to pand or any part of said land and of this leave as to any or all minerals or horizons thereunder, with other lands, leave or leaves, or particular portions thereof, or mineral or invitant 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 established may be enlarged to contain not more than 640 acres plus 10% acreage tolerance, if unitized only as to gas and liquid hydrocarbons (condensate) which are not a liquid in the subsurface reservoir. If larger units 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 a 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 a 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 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 payled or unitized. Any operat conclusted on any part of such unitized land shall be considered, for all purposes, except the payment of mysky, operations conducted under this lease. There shall be allocated to the land covered by this included in any such unit that prejuction of the total production of unitized minerals from wells in the unit, after deducting any used to lease or unit operations, which the number of surface series in the covered by this lease included in the unit lears 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 no merciding anyalty, and any other payments out of production, to the entire production of unitized minerals from the portion of said land envered hereby and included to such unit in the same manner as the produced from said land under the terms of this hase. The owner of the revisionary estate of any term royalty or mineral estate agrees that the accernal of royalties pursuant to the puragraph or of shut-in royalty or mineral estate agrees that the accernal of royalties pursuant to the puragraph or of shut-in royalty or mineral estate agrees that the accernal of royalties pursuant to the puragraph or of shut-in royalty from a well on the unit shall satisfy any limitation 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 w may become payable under this hase. Neither shall it impair the right of lesser 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 operations therein for unitized minerals unless all punkel 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 less 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 becominer shall remain 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,

thereby relieved of all obligations as to the released acreage or interest.

* * N *

lessor. Lessee shall pay for damages caused by its operations to growing crops and timber on said land.

^{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 do the primary term. Whenever used in this lease the word "operations" shall mean operations for and any of the following: drilling, testing, completing, recompleting, deepening, plagging but 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 minerals, whether or not in paying quant 7. Laure 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 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 bonse or burn now on said land, including the right to draw and remove casing. No well shall be drilled nearer than 200 feet to the bonse or burn now on said land, including the right to draw and remove casing. No well shall be drilled nearer than 200 feet to the bonse or burn now on said land, including the right to draw and remove casing.

	however effected, shall increase the obligations or diminish the actual or constructive knowledge or matice thereof of or to lesser, however effected, shall be binding upon the then record owner beirs, successors, or assigns, notice of such change or division, sup division, and of such central records and proceedings, transcripts, o	ed from time to time in whole or in part and as to any mineral or horizon, successive assigns. No change or division in the own rights of lessee, including, but not limited to, the location and drilling of the successors or assigns, no change or division in the ownership of said land of this lease until thirty (30) days after there has been furnished to such reported by either originals or duly certified copies of the instruments which he other documents as shall be necessary in the opinion of such record owner may, nevertheless, pay or tender such royalties, or other moneys, or part the	wells and the measurement of production. Notwithstanding any other wells and the measurement of production. Notwithstanding any other I or of the royalties, or other moneys, or the right to receive the same, cord owner at his or its principal place of business by lessor or lessor's save been properly filed for record and which evidence such change or to establish the validity of such change or division. If any such change
	9. In the event lesser considers that lesser has not complical breached this contract. Lesser shall then have sixty (60) days after by precedent to the bringing of any action by lesser on said lease notice nor the doing of any acts by lesser aimed to meet all or an asserted in any notice given to the lesser under the provisions of twich cause except after final judicial ascertainment that such fails lesser has been judicially determined to be in default. If this lesser has been judicially determined to be in default. If this lesser provisions to constitute a drilling or maximum allowable unit up	with all its obligations bereunder, both express and implied, lessor shall not receipt of said notice within which to meet or commence to meet all or an for any cause, and no such action shall be brought until the lapse of sixty (60 my of the alleged breaches shall be deemed an admission or presumption that this paragraph that lessee has failed to comply with any implied obligation our exists and lessee has then been afforded a reasonable time to prevent can ase is cancelled for any cause, it shall nevertheless remain in force and effecter applicable governmental regulations, (but in no event less than forty actions consisting applicable governmental regulations, (but in no event less than forty actions of a side land included in an existing applicable.	y part of the breaches alleged by lessor. The service of said notice shall by days after service of such notice on lessee. Neither the service of said to be seen the service of said to be seen has failed to perform all its obligations hereunder. Should it he coverant hereof, this lease shall not be subject to cancellation for any cellation by complying with and discharging its obligations as to which cellation to sufficient acreage around each well as to which there are see, such acreage to be designated by lessee as nearly as practicable in
•	resentents on said land as are necessary to operations on the act 10. Lessor hereby warrants and agrees to defend title to said other liens, or interest and other charges on said land, but lessor a the holder thereof and to deduct amounts so paid from royalties on a length, deeds, leases, or assignments covering any interest or claim be invalid or adverse to lessor. If this lease covers a less interis herein specified or not), or no interest therein, then the royaltic interest therein, then the whole	on existing spacing rules require; and (2) any part of said land included in a reage so retained. I land against the claims of all persons whomsoever. Lessor's rights and interespects that lesser shall have the right at any time to pay or reduce same for less or other payments payable or which may become payable to lessor and/or as or claim in said land which lessee or any other party contends is outstanding crest in the oil, gas, sulphur, or other minerals in all or any part of said land the said other moneys accruing from any part as to which this lesse covers less and undivided fee simple estate therein. All myalty interest covered by this land undivided fee simple estate therein. All myalty interest covered by this	ests bereunder shall be charged primarily with any mortgages, taxes or essor, either before or after maturity, and be subrogated to the rights of signs under this lease. Lessee is hereby given the right to acquire for its and not covered bereby and even though such outstanding interest or ben the entire and undivided fee simple estate (whether lessor's interest is than such full interest, shall be paid only in the proportion which the lease (whether or not owned by lessor) shall be paid out of the royalty
445	11. If, while this lease is in force at, or after the expiration conducting operations on said land by reason of (1) any law, orde beyond the renormable control of leases, the primary term hereof lease may be extended thereafter by operations as if such delay 12. In the event that Lessor, during the primary term of this authoraces covered by this lease and covering all or a partien of	n of the primary term bereof, it is not being continued in force by reason or, rule or regulation (whether or not subsequently determined to be invalid) shall be extended until the first anniversary date bereof occurring ninety (9	of the shut-in well provisions of paragraph 3 hereof, and lessee is not or (2) any other cause, whether similar or dissimilar, (except financial) 0) or more days following the removal of such delaying cause, and this party offering to purchase from Lessor a lease covering any or all of the n of this lease. Lessor hereby agrees to notify Lessee in writing of said
M H	Indice, shall have the prior and preferred right and option to pur Alf offers made up to and including the last day of the primary to shall so maify Lessor in writing by mail or telegram prior to expisight draft payable to Lessor in payment of the specified amount shall prumptly execute said lesse and return some along with the	reluse the lease or part thereof or interest therein, covered by the offer at the term of this lease shall be subject to the terms and conditions of this Section. Stration of said 15-day period. Leasee shall promptly thereafter furnish to Less as consideration for the new lessee, such draft being subject only to approve the endorsed draft to Leasee's representative or through Leasor(s) bank of n	e price and according to the terms and conditions specified in the offer. Should Leasee elect to purchase the lease pursuant to the terms hereof, it or the new lease for execution on behalf of Lessor(s) along with Lessee's if of title according to the terms thereof. Upon receipt thereof, Lessor(s)
300X	WITNESS: WHEREOF, this instrument is executed on the date witness: Conclusion	x Mola Co	Cook South Seals
X	Ethridge Brazier Jeny Cook Terry/Cook	Sarah L X Charlie	ois Cook Lie Frage Brasher Faye Brasher
X	Frankie Cook Blan 6 m Cook	X A Grapze I CERTITY THIS WAS FILL X	iee Barber
4	Wohn Earl Cook	1983 JAN -5 P.M 2541 Seed to	ber. 19830105000001710 Pg 2/2 .00
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	STATE OF ALABAMA	Mineral Mineral	Shelby Cnty Judge of Probate, AL 01/05/1983 00:00:00 FILED/CERTIFIED
	STATE OF ALABAMA COUNTY OF SHELBY 1 hereby certify, that on this day, before me, a Not duly authorized in the state and county aforesaid to take ackned to	JOINT OR SINCLE ACKNOWLEDGEMENT (MISSISSIPPI-ALABAMA-FLORIDA) ary Public Geraldine Brazemelly appeared Brazier: Terry husband Sid Barber: John Earsher all single instrument and rasher all single	ier and husband. Ethridge Cook and wife. Frankie Cook Ithey
	STATE OF ALABAMA COUNTY OF SHELBY 1 hereby certify, that on this day, before me, a Not duly authorized in the state and county aforesaid to take acknowledge of the Barber and	JOINT OR SINCLE ACKNOWLEDGEMENT (MISSISSIPPI-ALABAMA-FLORIDA) ary Public Geraldine Braz owledgments, personally appeared Brazier: Terry husband Sid Barber: John Ea rasher: all single metrument and of the same, the Y	Shelby Cnty Judge of Probate, AL 01/05/1983 00:00:00 FILED/CERTIFIED Jee J8/5 Lier and husband. Ethridge Cook and wife. Frankie Cook I Cook. Nola Cook. Sarah I the Y AD/1992 Moyacy/Life Moyacy/L
	STATE OF ALABAMA COUNTY OF SHELBY I hereby certify, that on this day, before me, a Not duly authorized in the state and county aforesaid to take ackned and county aforesaid to take ackned to take ack	JOINT OR SINCLE ACKNOWLEDGEMENT (MISSISSIPPI-ALABAMA-FLORIDA) ary Public Geraldine Brazenwiedgments, personally appeared Brazier: Terry husband Sid Barber: John Earasher and Sid Barber:	Shelby Cnty Judge of Probate, AL 01/05/1983 00:00:00 FILED/CERTIFIED 199 1815 Cook and husband. Ethridge Cook and wife. Frankie Cook Ithe Y ADD 1997 ADD 1997
	STATE OF SHELBY I hereby certify, that on this day, before me, a Not duly authorized in the state and county aforesaid to take acknowing and the Barber and to the state Barber and to the show the personal le FayeB acknowledged before me that, being informed of the contents there ithin and foregoing informed on the day and year there is the finite state of the said foregoing informed of the day and year the fixed finite seal.	JOINT OR SINCLE ACKNOWLEDGEMENT (MISSISSIPPI-ALABAMA-FLORIDA) ary Public Geraldine Brazenwiedgments, personally appeared Brazier: Terry husband Sid Barber: John Earasher and Sid Barber:	Shelby Cnty Judge of Probate, AL 01/05/1983 00:00:00 FILED/CERTIFI Jes 18/3- Jer and husband. Ethridge Cook and wife. Frankie Courl Cook. Nola Cook. Sarah the Y Ambient Motan Market Market Motan Market