

WHEREAS, Atlantic Richfield Company, a corporation, hereafter called Atlantic, owns an oil and gas lease, dated August 20, 1981, lessor, from James Paul Hatcher, III, lessee, to Atlantic Richfield Company covering certain lands in

See Exhibit "A" attached hereto and by reference made a part hereof for all purposes.

Shelby County, State of Alabama, and recorded in Volume 338, Page 269, Records of said county and state, reference being made to said lease for a description of the lands covered thereby, and

WHEREAS, the undersigned party (referred to as party whether one or more) owns a mineral interest in the lands covered by said lease and desires to change the depository specified therein insofar as said interest is concerned.

NOW THEREFORE, in consideration of the premises, the undersigned party hereby agrees as follows:

1.

BOOK 48 PAGE 507 Instead of the depository specified in said lease or in any agreement made prior hereto, Acct. #0-10-00-0009-8  
Guaranty Savings and Loan Association, 1985 Braddock Drive, Birmingham, AL 35226, its successors or assigns, shall hereafter be the depository for delay rentals which may be tendered by Atlantic, its successors or assigns, under the provisions of said lease insofar as said delay rentals apply to the mineral interest of the undersigned party; or, in the alternative, said delay rentals may be tendered directly to the undersigned party at the following address:

873 Delcriss Drive, Birmingham, AL 35226

2.

All delay rentals tendered hereunder may be made by check of Atlantic, its successors or assigns, mailed or delivered on or before the day such payment is due. This agreement shall not apply to or impair the effectiveness of any delay rental duly tendered prior to the receipt of this agreement by Atlantic, its successors or assigns.

3.

Except as hereby expressly changed and modified, said lease shall continue in full force and effect in accordance with its terms and provisions, and for the above described consideration, the undersigned party hereby ratifies and confirms said lease, together with the change hereby made, unto Atlantic, its successors or assigns, and hereby leases, demises and lets all of its interest in the lands covered by said lease unto Atlantic, its successors or assigns, under and in accordance with the terms and conditions contained in said lease and this agreement.

4.

This agreement shall be binding on the heirs, successors, personal representatives or assigns of the undersigned party.

EXECUTED, this 19<sup>th</sup> day of Nov, 1982

James Paul Hatcher, III  
James Paul Hatcher, III

Standard  
Joint or Single

STATE OF I

COUNTY OF I

On this 19<sup>th</sup> day of November, 1882, before me appeared

James Paul Hatcher III  
to me personally known to be the person described in and who executed the  
foregoing instrument and acknowledged that he executed the same as  
\_\_\_\_\_ free act and deed.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official  
seal the day and year in this certificate above written.

My commission expires:

3/83

[Signature]  
Notary Public

CERTIFY THIS  
INSTRUMENT WAS FILED

1983 JAN 31 AM 10:11

Thomas A. Snowden, Jr.  
JUDGE OF PROBATE

Rec. 10.00  
Dul. 1.00  
11.00

Standard  
Joint or Single

STATE OF I

COUNTY OF I

On this \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_, before me appeared

\_\_\_\_\_ to me personally known to be the person described in and who executed the  
foregoing instrument and acknowledged that \_\_\_\_\_ executed the same as  
\_\_\_\_\_ free act and deed.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official  
seal the day and year in this certificate above written.

My commission expires:

\_\_\_\_\_

\_\_\_\_\_  
Notary Public

BOOK 48 PAGE 508