OIL, GAS AND MINERAL LEASE

THIS ACREEMENT made this 16th day of August 1984 between W. T. Whitfield
and his wife, Inez Whitfield
lessor (whether one or more), whose mildress is: Route # 1 Box 114 Vandiver, AL 35176
Amoco Production Company P. O. Box 50879 New Orleans, LA 70150 with with with the
Lessor, in consideration of Ten and No/100 and other valuable consideration Indian, receipt of which is hereby acknowledged, and of the conenants and agreements of lessee hereinafter contained, does hereby grant, lease and let unto lessee the land covered hereby for the purpose and with the exclusive right of exploring, driffing, 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, driffing 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 ofShelbyState
of Alabama, and is described as follows:

IN TOWNSHIP 18 SOUTH, RANGE 1 EAST:

In Section 10: Beginning at the intersection of the Southwest right-of-way of the Railroad and the West boundary line of the NW% of SE%; thence run South 100 feet; thence East 150 feet to the Southwest right of way of the Railroad; thence Northwest along and with the railroad right of way, to the point of beginning, containing 0.344 acres, more or less. ALSO

Commencing at the intersection of the Southwest right of way of the Railroad and the West boundary line of the NW of SEk; thence run South 700 feet to the point of beginning; thence continue South along the West boundary of the NW's of SE's approximately 108 feet to a point 140 yards North of the Southwest corner of the NW% of SE%; thence East to the Southwest right of way of the Railroad; thence Northwest along and with the Railroad right of way to a point due East of the point of beginning: thence West 540 feet, more or less, to the point of beginning, containing 1.426 acres, more or less. ALSO Beginning at the Southeast corner of the SE's of NE's: thence run North 404 feet; thence West 404 feet; thence South 404 feet; thence East 404 feet to the point of beginning, containing 3.747 acres, more or less. It is agreed and understood between the Lessor and Lessee that whenever the fraction 1/8th appears in paragraph # 3, it is amended to read 1/6th. This lease does not include coal; iron ore, and other hard rock minerals.

-This leave also givers and includes, in addition to that above described, alt land, if any, contiguous or adjacent to or adjoining the land above described and (a) owned or claimed by leaver 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 lesser 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

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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 fixed second supposes as lump sum consideration for this lesse and all rights, and options hereunder

Fixed (5) 2. Unless sooner terminated or kinger kept in force under other provisions hereof, this lease shall remain in force for a term of service years from the date hereof, hereinafter called "primary term", and as the traffer as operations, as hereinafter defined, are conclusively term and had with an assertion for the last hereinafter defined are conclusively term, and as long thereafter as operations, as hereinafter defined, are conducted upon said land with no cessation for more than ninety (90) chalecul

3. As royalty, lessee coverants 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 lease, 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 lesser on gas and casinghead gas produced from said land (1) when sold by lesser, one-eighth of the amount realized by lesser, computed at the mouth of the well, or (2) when used by lesser off said land or in the manufacture of gasoline or other products, the market value, at the mouth of the well, of oneeighth of such gas and casinglessed 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 fund 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. Leave convenients 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 lesse 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

AmSouth Bank N. A. 741 Parkway Dr. SE Leeds, AL 35094

_ or its successors, which shall continue as the depositories, regardless of changes in the ownership of shut-in repalty. It 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 berein provided, pay or tender such that-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 lesser's right to release as provided in paragraph 5 hereof. In the event of assignment of this lesse in whole or in part, liability for payment hereunder shall rest exclusively on the then owner or owners of this lease, severally as to acresge owned by each.

4. Lessee is hereby granted the right, at its option, to prod 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, to us 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% acresses tolerance, if unitized 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 useb 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 destred only 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 profed or unitized. Any operations conducted no 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 to 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 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 revisionary estate of any term royalty or mineral estate agrees that the accrual of royalties pursuant to the paragraph or of shut-in royalties 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 regulty which may become payable under this lease. Neither shall it impute the right of lease 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 probed leases are released as to lands within the unit. Lessee may dissolve any unit established bereunder by filling 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 or 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 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, recompleting, drepening, plugging back or repairing of a well in search for or in an endeavor to obtain production of oil, gas, sulphor or other mineral, whether or not in paying quantities.

7. Leaser shall have the use, free from myalty, of water, other than from lesson's water wells, and of oil and gas produced from said land in all operations betweender. Lesser shall have the right at any time to remove all machinery and fixtures placed on said land, including the right to draw and remove easing. 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.

This Insta

prepared by: Richard C. B 406 Rollingwood Dr. 75693/---

So The rights and estate of any party largets may be antigued 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 used be binding upon the parties hereto, their beins, successors, antigus, and successive antigus. No change or division in the ownership of said land, royalties, or other moneys, or any part thereof, horizontarized the obligations or diminish the rights of lease, 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 hence, its successors or assigns, no change or division to the ownership of said land or of the royalties, or other moneys, or the right to receive the same, houseward effected, shall be binding upon the their 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 leaser or lease's heirs, successors, or assigns, notice of such clumge 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 convership occurs by reason of the death of the country hank provided for allower.

9. In the event lenor considers that lense has not complied with all its obligations bereunder, both express and implied, lessor shall notify lesser in writing, setting out specifically its what respects lesser has breached this contract. Lenser 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 that the bringing of any action by lessor on said lesse for any cause, and no such action shall be brought until the lapse of sixty (60) days after service of such notice on lesser. Neither the service of said notice that the doing of any acti by lesser sinted to meet all or any of the alleged breaches shall be deemed an admission or presumption that lesser has failed to perform all its obligations bereunder. Should it be asserted in any notice given to the lesser under the provisions of this paragraph that lesser has failed to comply with any implied obligation or coverant hereof, this lesse shall not be subject to concellation for any such cause except after final judicial ascertainment that such failure exists and lesser has then been afforded a reasonable time to prevent cancellation by complying with and discharging its obligations as to which lesser has been judicially determined in the indefault. If this lesse is concelled for any contributes are free 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 lesser as nearly as practicable in the form of a square centered at the well, or in such shape as then existing specing rules require; and (2) any part of said land included in a probled unit on which there are operations. Lessee shall also have each easoned to be accused to operations on the excesses of the said.

10. Lesser berely warrants and agrees to defend title to saki land against the claims of all persons whomsoever. Lessor's rights and interests hereunder shall be charged primarily with any mortgages, taxes or other heres, or interest and other charges on said land, but lessor agrees that lessor shall have the right at any time to pay or reduce same for lessor, either before or after naturary, and be subrogated to the rights of the lookler thereof and to deduct amounts so paid from royalities or other payments payable or which may become payable to lessor and/or assigns under this lesse. Lessee is herein given the right to acquire for its own benefit, deeds, lesses, or assignments covering any interest or claim its said land which hence 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 lesse covers a less interest in the oil, gas, sulphur, or other minerals in all or any part of said land then the entire and undivided fee simple estate therein specified or not), or no interest therein, then the royalities, and other moneys accruing from any part as to which this lesse covers less than such full interest, shall be paid out of the royality interest therein, if any, covered by this lesse, hears to the whole and undivided fee simple estate therein. All royality interest covered by this lesse (whether or not owned by lessor; shall be paid out of the royality herein provided. This lesse shall be binding upon each party who executes it without regard to whether it is executed by all those named herein as lessor.

It. 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 lease is not conducting operations on sold land by reason of (1) any law, order, role or regulation (whether or not subsequently determined to be invalid) or (2) any other cause, whether attains or dissimilar, (except functional) beyond the reasonable control of lease, the primary term bereaf shall be extended until the first anniversary date hereof occurring ninety (90) or more days following the reasonable and such delaying cause, and this lease may be extended thereafter by operations as if such delay had not occurred.

12. 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 any or all of the substances 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 lifteen days after secrety of the notice, shall have the prior and preferred right and option to purchase the lesse 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 lesse shall be subject to the terms and conditions of this Section. Should Lessee elect to purchase the lesse pursuant to the terms hereof, it

STATE OF SHI COUNTY OF SHI I hereby certify, that on the	STATE OF THE ANALYSIS OF THE PRINCIPLE OF THE STATE OF THE PRINCIPLE OF TH	JOINT OR SINGLE AMISSISSIPPI-AL	promptly thereafter turnish to a draft being subject only to a tive or through Lemon(s) band W.T. S. W	a Lemor the new lease for paraval of title according to a record for payment. WHITFIELD WHITFIELD WHITFIELD	execution on behalf of to the terms thereof.	of Legacy(s) along with L Upon receipt thereof, L
To see known to be the person	ns. Who are	and his wife, described in and who executed to	he foregoing instrument and the y	E BE	Official) NOTA	A.D., 19. 84 ARY PUBLIC
HEDERMAN BROS, JACKSON, MISS.	Hank Page Page records of this office of the County Cherk. It is a supply the county Cherk. It is a supply the county t	This instrument was filed for record on the	Dated 18 19 19 19 19 19 19 19 19 19 19 19 19 19	TC 7.4.		Oil, Gas and Mineral Lease