

OIL, GAS AND MINERAL LEASE

BK 0442 PG 0428

THIS AGREEMENT made this 21st day of January 2003, between
HARVEY S. JACKSON and JANETTE W. JACKSON, his wife

lessor (whether one or more), whose address is: 6766 Hwy 51 South, Hernando, MS 38632
and VISION EXPLORATION, L.L.C., 751 Avignon, Suite B, Ridgeland, MS 39157, lessee, WITNESSETH:

Ten Dollars and other valuable considerations (\$10.00 & OVC) 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 Desoto, State of Mississippi, and is described as follows:

PLEASE SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF FOR THE DESCRIPTION OF THE
LANDS INCLUDED IN THIS OIL, GAS AND MINERAL LEASE AND ADDITIONAL PROVISIONS OF THIS
OIL, GAS AND MINERAL LEASE.

STATE MS. - DESOTO CO. *me*
FILED *me*
APR 25 3 27 PM '03
BK 442 PG 428
W.E. DAVIS CH. CLK.



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 pur-

pose of determining the amount of any bonus or other payment hereunder, said land shall be deemed to contain 29.68 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 from the
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 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 facili-
ties 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 con-
secutive 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 en-

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 _____ Bank

at Lessor's address *Directly to lessor*, or its successors, which shall continue as the depositories, regardless of changes in the own-
ership 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 con-
ducted 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, over-
riding 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
royalty or mineral estate agrees that the accrual of royalties pursuant to this 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 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, 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 dur-
ing 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 opera-
tions 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.

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, however 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, it 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 9 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.

Harvey S. Jackson (SEAL)
HARVEY S. JACKSON
Soc. Sec. # 427-54-2956 (SEAL)
Janette W. Jackson (SEAL)
JANETTE W. JACKSON (SEAL)

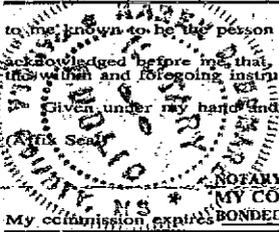
Indexing instructions: SW 1/4, Section 6, T4S, R7W, SE 1/4 Section 1, T4S, R8W

JOINT OR SINGLE ACKNOWLEDGMENT
(MISSISSIPPI-ALABAMA-FLORIDA)

STATE OF MISSISSIPPI
COUNTY OF DESOTO

NOTARY PUBLIC

I hereby certify, that on this day, before me, a _____
duly authorized in the state and county aforesaid to take acknowledgments, personally appeared HARVEY S. JACKSON and JANETTE W. JACKSON



_____ described in and who executed the foregoing instrument and _____ the Y
_____ the Y _____ voluntarily signed and delivered
Given under my hand and official seal, this 21st day of February A.D., 2003
Haren D. Demaree
(Title of Official)
My commission expires _____ in and for Desoto County, Mss.

WITNESS ACKNOWLEDGMENT
(MISSISSIPPI-ALABAMA-FLORIDA)

STATE OF _____
COUNTY OF _____

I, _____ 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 (9-79) 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 _____ Deputy
When recorded return to
Hederman Brothers - Ridgeland, Mississippi 3/89

EXHIBIT "A"

Attached to an made a part of that certain Oil, Gas and Mineral Lease dated January 21, 2003, by and between HARVEY S. JACKSON ET UX, Lessor, and VISION EXPLORATION, L.L.C., Lessee, Desoto County, Mississippi.

The lands included in the Oil, Gas and Mineral Lease to which this Exhibit "A" is attached and made a part thereof are described as follows:

DESOTO COUNTY, MISSISSIPPI
SECTION 6, TOWNSHIP 4 SOUTH, RANGE 7 WEST
SECTION 1, TOWNSHIP 4 SOUTH, RANGE 8 WEST

29.68 acres, more or less in the Southwest Quarter of Section 6, T4S, R7W, and the Southeast Quarter of Section 1, T4S, R8W, Desoto County, Mississippi, consisting of three (3) tracts and more particularly described as follows, to-wit:

- 1) 5.00 acres, more or less, described as: Part of the Southwest Quarter of Section 6, T4S, R7W, Desoto County, Mississippi, described as Beginning at a point in the east right of way of U.S. Highway 51 opposite highway station 215 + 93.8, said point being the Northwest corner of the Jackson tract; thence North 83 degrees 30 minutes East along the North line of said Jackson tract 1043.5 feet to an iron pin; thence South 2 degrees 17 minutes East 208.71 feet to an iron pin; thence South 83 degrees 30 minutes West 1043.5 feet to an iron pin in the East right of way of said highway 51; thence North 2 degrees 17 minutes West along said right of way 208.71 feet to the point of beginning, containing 5.00 acres, more or less;
- 2) 21.68 acres in the SE $\frac{1}{4}$ of Section 1, T4S, R8W, and the SW $\frac{1}{4}$ of Section 6, T4S, R7W, Desoto County, Mississippi, described as: Commencing at a point commonly accepted as the Southwest corner of said Section 6; thence run South 88 degrees 38 minutes 42 seconds East a distance of 1848.04 feet along the South line of said Section 6 to a steel fence post at the Southwest corner of the Southern Paving Corporation property; thence run North 01 degree 42 minutes 48 seconds East a distance of 592.58 feet along said Southern Paving Corporation West line to a steel fence post and the POINT OF BEGINNING; thence run South 89 degrees 05 minutes 00 seconds West a distance of 1263.30 feet to a steel fence post; thence run South 18 degrees 01 minutes 04 seconds West a distance of 146.13 feet to a steel fence post; thence run South 89 degrees 05 minutes 00 seconds West a distance of 589.77 feet to a steel fence post on the East right of way line of U.S. Highway # 51 (100-foot wide); thence run Northeasterly a distance of 241.27 feet along said East right of way line, a curve to the left (D=02 degrees 18 minutes 00 seconds, R=6010.27 feet, Chord=North 07 degrees 12 minutes 09 seconds East - 241.25 feet), to a 3/8-inch steel bar at the Southwest corner of the Susan Dunaway property; thence run North 89 degrees 27 minutes 12 seconds East a distance of 636.23 feet along the South line of said Dunaway property to a steel fence post at the Southeast corner of said property; thence run North 02 degrees 12 minutes 20 seconds East a distance of 417.65 feet along the East line of said Dunaway property to the South and the East line of Phillip McClain property on the North to a point at the Northeast corner of said McClain property, said point being on the South line of Harvey Jackson property; thence run North 89 degrees 21 minutes 22 seconds East a distance of 419.50 feet along the South line of said Jackson property to a steel fence post at the Southeast corner of said property; thence run North 03 degrees 34 minutes 22 seconds East a distance of 208.71 feet along the East line of said Jackson property to a steel fence post at the Northeast corner of said Jackson property; said point being on the South line of Southern Paving Corporation property; thence run North 89 degrees 21 minutes 22 seconds East a distance of 804.50 feet along said Southern Paving Corporation South line to a steel fence post on the West line of said Southern Paving Corporation property; thence run South 01 degree 42 minutes 48 seconds West a distance of 716.53 feet along said West line to the Point of Beginning, containing 21.68 acres, more or less, bearings based on true North as determined by Solar observation.
- 3). 3.00 acres, more or less in the Southwest Quarter of Section 6, T4S, R7W, Desoto County, Mississippi, more particularly described as follows, to-wit: Commencing at a point commonly accepted as the Northwest corner of the Southwest Quarter of the Southwest Quarter of said Section 6, said point being on the centerline of Mississippi Highway 51; thence run South 01 degrees 10 minutes 07 seconds West a distance of

209.18 feet along said centerline to a point; thence run North 89 degrees 21 minutes 24 seconds East a distance of 50.00 feet to a point on the East right of way of said highway, said point being the POINT OF BEGINNING; thence continue North 89 degrees 21 minutes 24 seconds East a distance of 624.00 feet to a point; thence run South 02 degrees 12 minutes 20 seconds West a distance of 210.01 feet to a half-inch steel bar; thence run South 89 degrees 27 minutes 12 seconds West a distance of 626.79 feet to a half-inch steel bar, said point being on the East right of way line of said highway; thence run North 03 degrees 33 minutes 34 seconds East a distance of 69.36 feet along said East right of way line to a point; thence run North 02 degrees 41 minutes 49 seconds East a distance of 139.75 feet along said East right of way line to the Point of Beginning, containing 3.00 acres, more or less.

Lessor intends to lease and does hereby grant, lease and let unto Lessee herein all interests owned by Lessor in the SW $\frac{1}{4}$ of Section 6, T4S, R7W, and the SE $\frac{1}{4}$ of Section 1, T4S, R8W, Desoto County, Mississippi, whether or not correctly described hereinabove.

This oil, gas and mineral lease is subject to the building, zoning, subdivision and health department regulations in effect for Desoto County, Mississippi.

Notwithstanding anything to the contrary contained in this oil, gas and mineral lease, It is specifically understood and agreed that Lessee will not conduct any operations on the lands described hereinabove without the prior written consent of Lessor.