No well shall be drilled nearer than 200 feet to the house or bern now on said land without the consent of the lessor. Lesses shall pay for damages caused by its operations to growing crops and timber on said land.

For recording purposes this lease contains

6.75 net acres.

all of said land or of any mineral or horizon thereunder, and thereby be relieved of all obligations as to the released acrosses or interest.

ing the life of this lease.

in paying quantities.

which may become payable under this lease. Neither shall it impair the right of lesses to release from this lease all or any portion of said land, except that lesses may not to 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. Lesses may dissolve any unit established bereunder 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 4, a unit once established bereunder shall remain in force so long as any lesse subject thereto shall remain in force. A unit may be so established, modified or dissolved dur-

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 lesse as to any part or

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

6. This is a PAID-UP LEASE. In consideration of the down cash payment, Lessor agrees that Lessoe shall not be obligated except as otherwise provided herein, to commence or continue any operations during the primary term. Whenever used in this lesse the word "operations" shall mean operations for and any of the followings 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 minerals, whether or not

hersunder. 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,

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 or the royalties, or other moneys.

"The word gas as used herein shall also include coalbed gas, methane, occluded natural gas and any other naturally occurring gases contained in or associated with any coal seam, vein, bed, strata or deposit."

- 13. Lessor specifically grants to Lessee so much of the subsurface coal deposit as is reasonably necessary to drill and produce the occluded natural gas found in the coal seams. In addition, it is understood and agreed that in order to obtain maximum efficient recovery of occluded natural gas from coal seams, Lessee may hydraulically fracture or stimulate the coal seams and adjacent rock. Lessee shall be specifically relieved of any and all damages of any nature for any such stimulation, and Lessor hereby forever releases and discharges Lessee, its successors and assigns from any and all liability for such damages, including loss of coal.
- 14. Any coal mining Lease or other mineral Lease, whether it be for surface mining or underground operations, executed subsequent to this Lease shall be expressly subject to the rights of the Lessee under the terms and conditions of this Lease.

SIGNED FOR IDENTIFICATION AND APPROVAL:

Carlene W. Knight

STATE OF ALA, SHELBY E.

I CERTIFY THIS

INSTRUMENT WAS FILE:

91 JUN 10 AM 8: 49

JUDGE OF PROBATE

Total

BOOK 347 PAGE 12