AL-48-B

OIL, GAS AND MINERAL LEASE

THIS AGREEMENT made this	22nd	day of	<u>May</u>	
HELEN J. CROW, a widow a	nd unmarried p	erson	· · · · · · · · · · · · · · · · · · ·	
lessor (whether one or more), whose addressed CABOT OIL & GAS CORPORT of which is hereby acknowledged, and of covered hereby for the purposes and with dioxide), sulphur and all other minerals establish and utilize facilities for surface of telephone lines, employee houses and other storing and transporting minerals produced land", is located in the County of is described as follows:	and no/100ths the covenants and agreen the exclusive right of exple (whether or not similar to r subsurface disposal of so r structures on said land, if from the land covered	dollars and Others of lessee hereinafter oring, drilling, mining and othose mentioned), togethalt water, construct roads a necessary or useful in lesses.	contained, does hereby grant, operating for, producing and	lease and let unto lessee the land owning oil, gas (including carbon veys on said land, lay pipe lines, tanks, power stations, power lines, drilling for, producing, treating, wered hereby, lessen called "said
For the discription cov attached hereto and mad	ered hereby and e a part hereo	d additional te f as if copied	rms and condition at length herein.	s, see Explibit "A" # # #

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 homes or other payment hereunder, said land shall be deemed to contain. pose of determining the amount of any bonus or other payment nerections, said mild shall be deemed to be the true acroage thereof. Lessor accepts the bonus whether actually containing more or less, and the above recital of acroage in any tract shall be deemed to be the true acroage thereof. Five (5) 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 XXXXXXX 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 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 oneeighth 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; (h) To pay lessor on gas and ensinghead gas produced from said land (1) when sold by lessee, of the cost of treating oil to render it marketable pipe line oil; (h) To pay lessor on gas and ensinghead 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 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 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 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 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 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 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 one-eighth or the manufacture of gasoline or other lands and the lands are of the lands at the mouth of the well of the lands at the lands one-eighth of the minute to the mouth of the well, of one-eighth of such gas and casinghead gas; (c) To pay lessor on all other minerals mined and 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 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 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 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 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 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 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 or utilized by lessee from said land, one-tenth either in kind or value at the well or mine at lessee's election. keted 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 sold 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. Lesset 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 facilities of market the minerals capable of being produced from said wells, but in the exercise of such diligence, lessee shall not be required to settle labor trouble or to market 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 nes other than went factures and ordinary reasonactures of now lines, separator, and teaso 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 congas upon terms unacceptable to lessee. If, at any time or times after the expiration of the expiration of said ninety day period, lessee shall pay or 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 make like payments 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 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-

titled 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

AMSOUTH at Birmingham, AL 35203 or its successors, which shall continue as the depositories, regardless of changes in the ownership 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 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 lesses may elect. Any payment hereunder may be made by check or draft of lesses 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 draft of lesses 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 acreage plus 10% acreage tolerance, if unitized only as to gas and liquid hydrocarbons (condensate) which are not a liquid in the subsurface 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 maximum anowable, from any went to be drined, drining, or already drined, any such that they be established of emarged, to comform to the size required by such governmental order or rule. Lossee shall exercise said option as to each desired unit by executing an instrument identifying such unit and filing it for such governmental order or rule. Lossee shall exercise said option as to each desired unit by executing an instrument identifying such unit and filing it for rule is the said lead of the exercised by lessee from time to time, and whether before or after record in the public office in which this lease is recorded. Each of said land included in the unit or on other land unitized therewith and any such unit 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 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 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 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 any such unit or on the 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 any such unit or on the 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 any such unit or on the production has been established either on said land or on the production has been established either on said land or on the production has been established either or said land or on the production has been established either or said land or on the production has been established either or said land or on the production has been established either or said la 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 concluded on any part of such unitized land shall be considered, for all purposes, except the payment of royalty, operations conducted under this lease. There ducted on any part of such unitized land shall be considered, for all purposes, except the payment of royalty, operations conducted under this lease. 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 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 land covered by this lease or unit operations, which the number of surface acres in the land covered by this lease included in the unit bears to the land covered by this lease included in the unit bears to 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 mended in such mur in the same manner as though produced from said and under the torms 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 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 which may become payable under this lease as to lands within a unit while there are operations thereon for unitized minerals unless all pooled leases are released as to that lessee may not so release as to lands within a unit while there are operations the roughly office where this lease is recorded a declaration to lands within a unit while there are operations to record in the rubble office where this lease is recorded a declaration 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 4, 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-

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 ing the life of this lease. 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 operations for and any of the following: drilling, testing, completing, recompleting, deepening, plugging back or repairing of a well in search for or in the endeavor to obtain production of oil, gas, sulphur or other minerals, excavating a mine, production of oil, gas, sulphur or other minerals.

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, 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 no well shall be drilled nearer than 200 feet to the house or barn now on said land without the consent of the lessor.

by its operations to growing crops and timber on said land, Prepared by: Lee Parker, 123 Beechwood Dr., Hattiesburg, MS 39402 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 borizon. 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, royalries, or other moneys, or any part thereof, howsoever effected, shall increase the obligations or diminish the rights of lesses, including, but not limited to, the location and drilling of wells and the measurement of production. Notwithstanding any other reconstructive 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 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 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 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 other moneys, or assigns, notice of such change 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 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 other originals

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9. In the event lessor considers that lessee has not complied with all its obligations hereunder, both express and implied, lessor 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 ing, 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 ing, 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 ing, setting out specifically in what respects lessee has here cause, and no such action shall be brought until the lapse of said notice shall be precedent to the bringing of any action 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 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 comply with any implied 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 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 obligations are forded a reasonable time to prevent cancellation for any such cause except after final that lessee has failed to comply with any implied obligations are forded a reasonable time to prevent cancellation by complying with and charging 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 charging its obligations are policially determined to be in default. If this lease is cancelled for any cause,

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 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 shall be charged primarily with any mortgages, taxes or other liens, or after maturity, and be subrogated to the rights of the holder thereof and to deduct 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 right from royalties or other payments payable or which may become payable to lessor and/or assigns under this lease. Lessee is hereby given the amounts so paid from royalties or other payments payable or which may become payable to lessor and/or assigns under this lease covers a less interest in the oil, standing 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 is herein specified or 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 gas, sulphur, or other minerals in all or any part of said land than the entire and undivided fee simple estate therein. All royalty not 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 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 not), or no interest therein, then the royalties and undivided fee simple estate therein. All royalty interest covered by this lease (whether it is executed by all those named here

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 3 hereof, and lessee is not conducting operations on said land by reason of (1) any law, order, rule or regulation, (whether or well provisions of paragraph 3 hereof, and lessee is not conducting operations on said land by reason of (1) any law, order, rule or regulation, (whether or well provisions of paragraph 3 hereof, and lessee is not conducting operations on said land by reason of (1) any law, order, rule or regulation, (whether or well provisions of paragraph 3 hereof, and lessee is not conducting operations on said land by reason of (1) any law, order, rule or regulation, (whether or well provisions of paragraph 3 hereof, and lessee is not conducting operations on said land by reason of (1) any law, order, rule or regulation, (whether or well provisions of paragraph 3 hereof, and lessee is not conducting operations on said land by reason of (1) any law, order, rule or regulation, (whether or well provisions of paragraph 3 hereof, and lessee is not conducting operations on said land by reason of (1) any law, order, rule or regulation, (whether or well provisions of paragraph 3 hereof, and lessee is not conducting operations on said land by reason of (1) any law, order, rule or regulation, (whether or well provisions of paragraph 3 hereof, and lessee is not conducting operations on said land by reason of (1) any law, order, rule or regulation, (whether or well provisions of paragraph 3 hereof, and lessee is not conducting operations on said land by reason of (1) any law, order, rule or regulation, (whether or well provisions of paragraph 3 hereof, and lessee is not conducting operations of said land by reason of (1) any law, order, rule or regulation, (whether or well provisions of paragraph 3 hereof, and lessee is not conducting operations of said land by reason of (1) any law, order, rule or regulation, (2) any other cause,

12. Within thirty (30) days prior to the expiration of the primary term of this lease, or if operations are being conducted on said lease or land pooled the thirty (30) days after the completion of a dry hole therewith at the expiration of the primary term in such manner as to maintain this lease in force, within thirty (30) days after the completion of a dry hole therewith at the expiration of the primary term in such manner as to maintain this lease in force, within thirty (30) days after the completion of a dry hole therewith at the expiration of the primary term of this lease as to all or any part of acreage then covered hereby, for an additional five resulting from such operations, lessee may extend the primary term of this lease as to all or any part of acreage then covered hereby, for an additional five resulting from such operations, lessee may extend the primary term of this lease as to all or any part of acreage then covered hereby, for an additional five resulting from such operations, lessee may extend the primary term of this lease, or in force, within thirty (30) days after the completion of a dry hole resulting from such operations are being conducted on said lease or land pooled.

in any amendatory instrument in the sum of \$15.00 for each net acre as to which the lease is so extended. If this option is exercised by lessee, the lease as extended will thereafter be treated as if the original primary term had been five (5) years longer.

IN WITNESS WHEREOF, this instrument is exe	cuted on the date first ab	ove written.			
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		HELEN J.	CROW SS#		٠ - سر
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	(MISSISSIPPI-AI	ACKNOWLEDGMENT ABAMA-FLORIDA)			
STATE OF ALABAMA		- *			
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OO O 11 + A O 2	Notary Publ	ic '			
I hereby certify, that on this day, before me	, a NOCALY FOOL	<u> </u>			
duly authorized in the state and county aforesaid	to take acknowledgments,	personally appeared			<u> </u>
HELEN J. CROW			<u></u>	<u> </u>	
3346341177111111111111111111111111111111	leader to and mha	arequied the foregoing	instrument and	She	
to me known to be the person to me knowledged before me that, being informed of the within and foregoing instrument on the day	described to and who	executed the loteforms	mandant tast		and Politican
acknowledged before me that, being informed of	the contents of the same,	She		voluntarily signed	and detract
the within and tolegoing instrument on the day	107H	ν,	MAY	, A.D., 1991	
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My commission expires 8-12-	-93	in and for	Co	nty, ALABAMA	
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STATE OF		_		· ·	
COUNTY OF					
	in and for	the aforesold jurisdicti	on, hereby certify th	at	
I, a		- THE MOJESKIC JURGINE			
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a subscribing witness to the foregoing instrumen	t, known to me, appeared	before me on this day,	and being swom, state	ed that	
					. 6 .1
the grantor(s), having been informed of the con-	tents thereof, voluntarily exe	cuted and delivered the	same in his presence	e, and in the presence e other witness, and t	e of the other hat such other
the grantor(s), having been informed of the consubscribing witness, on the day the same bears da witness subscribed his name as a witness in his	TO: TIME HE STICKS THE OWN	a tit the bresence of me	Etamos (a)) man as an	• • • • • • • • • • • • • • • • • • • •	
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Given under my hand and official seal, this	\$	day of	<u> </u>		
(Affix Seal)			<u> </u>		 -
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* * * * * * * * * * * * * * * * * * *		in and for	c	ounty,	<u></u>
My commission expires		M-1			

, of the second of OTT	GAS AND MINERAL LEASE dated May 22nd, 1991
EXHIBIT "A" attached to that certain OIL,	(Lessors)
by and between <u>HELEN J. CROW. a widow</u>	
and CABOT OIL & GAS CORPORATION (Lessee).	,

DESCRIPTION:

TOWNSHIP 20 SOUTH, RANGE 3 WEST

Section 20: Commence at the NW corner of said section; thence South along the West line 284.0 ft. to the centerline of Cahaba River and the point of beginning of tract of land herein described; continue along last mentioned course 1524.65 feet to the centerline of the Helena-Bessemer paved road; thence 140 ° 12' left along a straight line being said centerline 236.52 feet to the point of the arc of a curve turning to the right and having a tangent of 182.98 feet, said straight line being tangent to said arc, said arc being subtended by a central angle of 28°22'; thence in a Northeasterly direction along said centerline along said arc 358.50 feet to the point of beginning of a straight Hime being tangent to said arc; thence along said straight line 107.03 feet to the beginning of the arc of a curve turning to the right and having a tangent of 149. 03 feet, said straight line being tangent to said arc, said arc being subtended by a central angle of 7° 25'; thence along said center-Line, along said arc 297.64 feet to the point of beginning of a straight line being tangent to said arc; thence along said straight line 278.45 feet to the point of beginning of the arc of a curve turning to the left and having a tangent of 77.23 feet said straight line being tangent to said arc, said arc being subtended by a central angle of 2004; thence along said centerline, along said arc 154.44 feet to a point in the centerline of said road; thence 89° 48' left from long chord of last mentioned curve a distance of 1062.19 feet to a point on the North line of said section, said point being 350.00 feet West of the NE corner of the NW4 of the NW4 of said section; thence 74° 00' left along section line in a Westerly direction 764 feet to the centerline of Cahaba River; thence South and West along centerline of said river to the point of beginning of tract of land herein decsribed.

ADDITIONAL TERMS AND CONDITIONS:

In paragraph 1. of this Lease which sets forth the substances covered and conveyed by this Lease and descirbes the lands to which this Lease is applicable, which paragraph is commonly known as the granting clause, there shall be added at the conclusion of the paragraph the following sentence:

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

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:

HELEN J. CROW

Inst # 1992-11402

06/17/1992-11402 D8:36 AM CERTIFIED SHELBY COUNTY JUBGE OF PROBATE 28.43 003 ACD