Prepared By: Lee Parker

123 Beechwood Drive

Producers 88 (9/70) - Paid Up (SP 4-75) Hattiesburg, MS 39402

With Pooling Provision Mississippi-Alabama-Florida GAS AND MINERAL LEASE

July 8th THIS AGREEMENT made this.

Trustee under the Jane H. Aaron Irrevocable Trust for the benefit of Aaron (a married person), John B. Aaron, Jr. (a Married person), and Harriotte

Aaron (an unmarried nerson) lessor (whether one or more), whose address is: 24 Fifth Evenue, Apt. 1501, New York, New York 10011

and CABOT OIL & GAS CORPORATION. P. O. Box 1473, Charleston, WV 25325-1473, lessee, WITNESSETH:

1. Lessor, in consideration of Ten and no/100ths Dollars and Other Valuable Considerations XXXX receipt 1. Lessor, in consumeration of and the covenants and agreements of lessee hereinafter contained, does hereby grant, lease and let unto lessee the land 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 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 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 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 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 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 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 of the covenants and agreements of lessee hereinafter contained, does hereby grant, lease and let unto lessee the land of the covenants and agreements of lessee hereinafter contained, does hereby grant, lease and let unto lessee the land of the covenants are contained. establish and utilize facilities for surface or subsurface disposal of salt water, construct roads and bridges, dig canals, build tanks, power stations, power lines, establish and utilize facilities for surface or substitute disposar or san water, construct rolling for and control to the structures of said land, necessary or useful in lessee's operations in exploring, drilling for, producing, treating, telephone lines, employee houses and other structures on said land, necessary or useful in lessee's operations in exploring, drilling for, producing, treating, telephone lines, employee houses and other structures on said land, necessary or useful in lessee's operations in exploring, drilling for, producing, treating, telephone lines, employee houses and other structures on said land, necessary or useful in lessee's operations in exploring, drilling for, producing, treating, telephone lines, employee houses and other structures on said land, necessary or useful in lessee's operations. The land covered herein called "said storing and transporting minerals produced from the land covered hereby or any other land adjacent thereto. The land covered hereby said storing and transporting minerals produced from the land covered hereby or any other land adjacent thereto.

____ALABAMA land", is located in the County of SHELBY _, State of_ is described as follows:

TOWNSHIP 20 SOUTH, RANGE 3 WEST

CENTRAL PROPERTY OF THE Section 18: St of NW1; Nt of SW1; and NW2 of SE4, less a strip 17 rods off the North end of said NW VOE BELL

For additional terms and conditions of this Lease see Exhibit "A" attached hereto and made a part hereof as if copied at length herein.

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... 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 bereunder.

2. Unless sooner terminated or longer kept in force under other provisions hereof, this lesse shall remain in force for a term of mix 101 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 idnoty (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; (b) To pay lessor on gas and casinghead gas produced from said land (1) when sold by lessee, 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, 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 of the land of 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 of the land or in the manufacture of gasoline or one-eighth of the amount realized by lessee, computed at the mouth of the well. 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 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 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 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 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

at Meala, resolvent 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 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 lessee 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.

1. 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 bydrocarbons (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 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 record in the public office in which this lease is recorded. 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 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 established hereunder shall be valid and effective for all purposes of this 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 leave 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 conducted on any part of such unitized hard 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, overriding 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 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 on or gas. The formation of such and shall not have the effect of changing the ownership of any shall 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. Neither shall it impair the right of lessee to release all or any portion of said land, except which may become payable under this lease are released as to 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 that lessee may dissolve any unit established hereunder by filing for record in the public 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 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 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 lands within the unit. 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 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 be relieved of all obligations as to the released acroage or interest.

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 lease the word "operations" shall mean operations for and any of the following: drilling, testing, completing, reworking, 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, excavating a mine, production of oil, gas, sulphur or other minerals, excavating a mine, production of oil, gas, sulphur or other minerals, excavating a mine, production of oil, gas, sulphur or other minerals, excavating a mine, production of oil, gas, sulphur or other minerals, excavating a mine, production of oil, gas, sulphur or other minerals, excavating a mine, production of oil, gas, sulphur or other minerals, excavating a mine, production of oil, gas, sulphur or other minerals, excavating a mine, production of oil, gas, sulphur or other minerals, excavating a mine, production of oil, gas, sulphur or other minerals, excavating a mine, production of oil, gas, sulphur or other minerals, excavating a mine, production of oil, gas, sulphur or other minerals, excavating a mine, production of oil, gas, sulphur or other minerals, excavating a mine, production of oil, gas, sulphur or other minerals, excavating a mine, production of oil, gas, sulphur or other minerals, excavating a mine, production of oil, gas, sulphur or other minerals, excavating a mine, production of oil, gas, sulphur or other minerals, excavating a mine, production of oil, gas, sulphur or other minerals, excavating a mine, production of oil, gas, sulphur or other minerals, excavating a mine, production of oil, gas, sulphur or other minerals, excavating a mine, production of oil, gas, sulphur or other minerals, excavating a mine, production of oil, gas, sulphur or o

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 in paying quantities. 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 the 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, 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 ectual or constructive knowledge or notice thereof of or to lesses, 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 them 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, lesses 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. tender such royalties, or other moneys, or part thereof, to the credit of the decedent in a depository bank provided for above.

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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 writ-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 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 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 pearly as practicable in the form of 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.

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 3 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.

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 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 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 (5) years beyond the initial primary term, by written notification of action taken and by making payment to lessor or to lessor's successor in interest as reflected by notice to lessee pursuant to Paragraph 8 hereof, or to the credit of lessor or such successor in interest in any depository bank named herein or

in any amendatory instrument in the sum of \$ 20.00 ______ 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 instru	ment is executed on the date first ab	ove written.	9	
		TANE E AA	RON Trustee un	der the Jane H.
				der the Jane H. or the benefit
				. Aaron, Jr _{(SE} and
	<u> </u>	Harriotte and	Aaron. Trust 10 m	103.
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· · · · · · · · · · · · · · · · · · ·	JOINT OR SINCLE	ACKNOWLEDGMENT ABAMA-FLORIDA)		
STATE OFNEW YORK	-	_		
COUNTY OF				
	before me, aNotary Publi	lc		
duly authorized in the state and count	v aforesaid to take acknowledgments.	nersonally appeared JAN	E E. AARON, Tru	stee under the
Jane H. Aaron Irrevoca	ble Trust for the bene	fit of Nancy H	. Aaron, John B	. Aaron, Jr. and
to me known to be the person				Bhe
acknowledged before me that, being ini		G.		tarlly signed and delivered
the within and foregoing instrument o	on the day and year therein mentioned	ī	ンピアー	-
Given under my hand and official	ARTHUR & WCE	_day of	-July-	, A.D., 19 <u>91</u>
(Affix Seal)	MOTARY PUBLIC, STATE OF MIT	r		`///
	QUALIFIED IN LLSER COUNTY		(Title of Official)	
My commission expires	TERM EXPINES DEC. 19, 1992	in and for	County,	NEW YORK
The committation of the committee of the		NOWLEDGMENT		
STATE OF		ABAMA-FLORIDA)		
STATE OF		_		
COUNTY OF	•	_	1	
I, &	in and for	the aforesaid jurisdiction,	hereby certify that	· · · · · · · · · · · · · · · · · · ·
a subscribing witness to the foregoing	instrument, known to me, appeared b	efore me on this day, and	being swom, stated that .	
the grantor(s), having been informed countribing witness, on the day the sam witness subscribed his name as a witn	of the contents thereof, voluntarily execute bears date; that he attested the same less in his presence.	uted and delivered the sa in the presence of the gra	me in his presence, and in intor(s), and of the other	the presence of the other witness, and that such other
			(Subscribing Witness)	
Civen under my hand and official	l seal, this	_day of	· .	
(Affix Seal)				
				·
	•		(Title of Official)	
My commission expires		in and for	County, _	

My commission expires ______

"EXHIBIT A"

- I. After the expiration of the primary term hereof or upon Lessee's failure to comply with the continuous drilling provision in Article II of this exhibit, this lease shall terminate as to all lands covered hereby which are not included within a production unit established for a well capable of production. Each such production unit shall be designated by Lessee in writing to Lessor's address as set out in this lease and shall conform with the rules and regulations of the governmental agency having authority.
- II. Notwithstanding anything to the contrary in this lease, in the event Lessee conducts operations for the drilling or completion of a well on the lands covered hereby or pooled therewith at the end of the primary term or at any time within 120 days prior to the end of the primary term, it is agreed that this lease shall not terminate, but shall remain in full force and effect for so long as Lessee shall allow not more than 120 days to elapse between the completion of one well on the lands covered hereby or pooled therewith as a dry hole or a producer, and the commencement of operations for the drilling of another well on the lands covered hereby or pooled therewith.
- III.In paragraph 1. of this Lease which sets forth the substances covered by this Lease and describes 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."

- IV. 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.
 - V. Anything in this Lease to the contrary notwithstanding, wherever in paragraph 3. above the fraction one-eighth (1/8) appears, the same is hereby changed to read one-sixth (1/6).

SIGNED FOR IDENTIFICATION:

JANE E. AARON, Trustee under the Jane H. Aaron Irrevocable Trust for the benefit of Nancy H. Aaron, John B. Aaron, Jr., and Harriotte Aaron.

ARTHUR G. WEIL NOTARY PUBLIC, STATE OF N.Y. NO. 4945515 QUALIFIED IN ULSER COUNTY TERM EXPIRES DEC. 76. 19902

Inst # 1992-11428

06/17/1992-11428 09:47 AM CERTIFIED SHELBY COUNTY JUDGE OF PROBATE 003 NCD 36.58