

Provision
Hama-Florida
AL-79-F

OIL, GAS AND MINERAL LEASE

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.

Inst # 1992-11428

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 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, 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 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'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 instrument is executed on the date first above written.

(SEAL)
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. Trust ID nos. _____
and _____ respectively.

(SEAL)

JOINT OR SINGLE ACKNOWLEDGMENT
(MISSISSIPPI-ALABAMA-FLORIDA)

STATE OF NEW YORK

COUNTY OF _____

I hereby certify, that on this day, before me, a Notary Public

duly authorized in the state and county aforesaid to take acknowledgments, personally appeared 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

to me known to be the person _____ described in and who executed the foregoing instrument and _____ She _____

acknowledged before me that, being informed of the contents of the same, _____ She _____ voluntarily signed and delivered
the within and foregoing instrument on the day and year therein mentioned.

Given under my hand and official seal, this 3 day of SEPT A.D., 1991
July

(Affix Seal)

ARTHUR G. WEIL
NOTARY PUBLIC, STATE OF N.Y.
NO. 4945515
QUALIFIED IN ULSTER COUNTY
TERM EXPIRES DEC. 19, 1992

Arthur G. Weil
(Title of Official)

My commission expires _____ in and for N.Y. County, NEW YORK

WITNESS ACKNOWLEDGMENT
(MISSISSIPPI-ALABAMA-FLORIDA)

STATE OF _____

COUNTY OF _____

I, a _____ 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, _____


"EXHIBIT A"


This Exhibit by reference is hereby made a part of that certain Oil, Gas And Mineral Lease dated July 8, 1991, by and between JANE E. AARON, trustee under the Jane H. Aaron Irrevocable Trust for the benefit of, Lessor and CABOT OIL & GAS CORPORATION, Lessee. Nancy H. Aaron, John B. Aaron Jr., and Harriotte Aaron.

- 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 occurring 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. 4845515
QUALIFIED IN ULSTER COUNTY
TERM EXPIRES DEC. 17, 1992

Inst # 1992-11428

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