

STATE OF ALABAMA :  
COUNTIES OF SHELBY AND BIBB :

RPB 190 391  
Recorded In Above Book and Page  
04/12/2007 12:01:26 PM  
Jerry C. Pow  
Probate Judge  
Bibb County, Alabama  
Deed Tax 62.50  
Recording Fee 159.50  
TOTAL 222.00

### SURFACE USE AGREEMENT

**THIS AGREEMENT** made and entered into this 26<sup>th</sup> day of MARCH, 2007, by and between **JOHN HANCOCK LIFE INSURANCE COMPANY**, a Massachusetts corporation, **CAHABA FORESTS, LLC**, a Delaware limited liability company, and **HAWAII ERS TIMBERLAND, LLC**, a Hawaii limited liability company, whose addresses are 3891 Klein Road, Harpersville, AL 35078, hereinafter collectively referred to as "Grantor", and **GEOMET, INC**, a Delaware corporation, whose addresses is 5336 Stadium Trace Parkway, Suite 206, Birmingham, Alabama 35244, hereinafter referred to jointly as "Grantee".

1. **Grant of Rights.** For and in consideration of the sum of TEN Dollars and other good and valuable considerations (\$10.00 & OGVC) in hand paid by Grantee, the receipt and sufficiency of which are hereby acknowledged, Grantor does hereby grant, sell, bargain and convey to Grantee, its successors and assigns, the rights hereinafter described on the following lands, to wit:

### DESCRIPTION

See EXHIBIT "A", attached hereto and made a part hereof by reference.  
(hereinafter referred to as "the Subject Land")

(a) The right to construct and install and operate or remove drillsite pad locations on certain areas of the Subject Land identified in Exhibit A, as delineated and set out in Exhibits B & C, in accordance with the laws of the State of Alabama and the regulations established by the State Oil and Gas Board of Alabama, such locations not to exceed two-hundred feet (200') by two-hundred feet (200') each for the purpose of conducting coalbed methane and oil and gas drilling and production operations, including but not limited to a drillsite location pad, pits, pumps, compressors, tanks, separators, treaters, radio towers, etc., as deemed by Grantee as useful or necessary for its exploration, development and production operations; and

(b) the right to construct, entrench, inspect, maintain, operate, repair, replace, remove, protect, or abandon in place, as identified in Exhibit B & C, a pipeline or pipelines for water and/or gas with appurtenances thereto, including, but not limited to, valves, metering equipment, and cathodic equipment along rights-of-way not to exceed fifty-five feet (55') in width over and across the Subject Land, for the purposes of coalbed methane and oil and gas exploration, development, production operations and transportation upon, over, under and across the Subject Land, along with ingress and egress to same; and



(c) the right to lay, construct, operate, inspect, maintain, repair, renew and substitute all pipes, wires, conduits, cables and facilities useful or necessary in connection with the overhead and/or underground transportation, transmission and distribution of hydrocarbons, electric power and water or other fluids upon, over, under and across the Subject Land as identified in Exhibits B & C; and

(d) the right to construct, maintain, operate, repair and replace roads and roadways and the right to use of existing roads and roadways together with the right of ingress and egress in, on, over, across and through the Subject Land as identified in Exhibits B & C for any and all purposes necessary or convenient to the exercise by Grantee of the rights and easements herein granted.

2. **Payment.** Grantor and Grantee hereby agree that the amount to be paid for the use of Grantor's property, including any damage resulting from Grantee's use, shall be as follows:

(a) Grantee has had the proposed drillsite pad locations surveyed and staked.

(b) The list of proposed wells to be drilled along with the location and length and width of the necessary right-of-way areas for the construction and installation of pipelines, power lines, roads, roadways and appurtenances to be used in connection with each well is attached hereto as EXHIBIT "B" and made a part hereof by reference.

(c) The total acreage amount required for said proposed drillsite pad locations and right-of-way areas based on the maximum size of a drillsite pad (200' x 200') and the maximum width of the necessary right-of-way areas (30' width for pipeline/power line only; 30' width for roadway only; 55' width for pipeline/power line and roadway) is attached hereto as EXHIBIT "C" and made a part hereof by reference.

(d) At the time of execution of this Agreement, Grantee has paid to Grantor the sum of Three Thousand Dollars (\$3,000.00) per drillsite pads and Three Dollars (\$3.00) per linear foot for right-of-way areas across the Subject Land required.

(e) Subsequent to construction, Grantee shall determine the total actual acreage amount of the Subject Land required for said drillsite pads and right-of-way areas.

3. **Nonexclusive Rights.** This grant is nonexclusive, and is made subject to the rights and interests, if any, of other persons in or with respect to the right-of-way areas, and nothing herein contained shall affect the right of Grantor, or its successors or assigns, to go upon or across any right-of-way herein provided for at any time for any purpose whatsoever and to use any roads that may be on such rights-of-way to the extent that such use will not unreasonably interfere with Grantee's rights hereunder.

4. **Burial of Pipelines.** Grantee agrees to bury all pipelines to a minimum depth of thirty-six inches (36') to the top of the pipe, except where rock is encountered, in which case the pipelines shall be buried a minimum depth of eighteen inches (18") to the top of the pipe.



Grantee shall properly backfill and grade all right-of-way areas so that the construction or maintenance of pipelines will cause no appreciable adverse change in the normal grade of the right-of-way areas.

5. **Clearing of Land.** Grantee may clear the right-of-way areas and cut timber and other forest products in clearing and maintaining same for the installation of pipelines, power lines, and necessary equipment and appurtenances authorized hereunder.

6. **Cutting of Timber After Initial Clearing.** If Grantee desires to remove any trees adjacent to said right-of-way areas after the initial clearing is completed, and such removal operation may be hazardous to the maintenance and use of Grantor's facilities on the right-of-way, Grantee shall notify Grantor, and after receipt of approval, may proceed to cut and remove such trees, subject to the terms and conditions herein, and pay the market price at the time of such removal.

7. **Use of Existing Roads and Drillsite Pads.** To the extent possible and practicable to the Grantee's operations, Grantee agrees to use existing roads and drillsite pads in lieu of clearing additional areas of the Subject Land.

8. **Clearing of Debris and Fire Protection.** Grantee will clear debris that is caused by its construction or installation operations hereunder in a workmanlike manner and will maintain the right-of-way areas in a safe condition and in good order, free from noxious weeds, unsightly or hazardous conditions, and in such condition as will not cause the spread of timber depredating insects or other nuisances which may harm Grantor's property. Grantee shall not permit the release or discharge of any toxic or hazardous chemicals or wastes on Grantor's property. Grantee will take appropriate steps to effectuate fire suppression and control measures in connection with its operations hereunder.

9. **Surface Discharge of Water.** Surface discharge of produced water will not be permitted on Grantor's property other than as allowed by ADEM and specifically approved by Grantor in writing.

10. **Crossover Access.** Grantee will provide crossover access across the right-of-way areas on the Subject Land to Grantor and/or Grantor's agents or assigns as needed, such access to be sufficient to support both skidders and logging trucks. Grantor agrees to notify Grantee at least one (1) week in advance of any crossover needed. Grantee is granted the right to obtain fill material from Grantor's property, at or near the proposed crossovers, at no cost, necessary to construct said crossovers. Should any permits be required to obtain such fill material, Grantee will be responsible for securing any such permits. Grantor reserves the right to use the Subject Land except for such use which may unreasonably interfere with the enjoyment of the rights herein granted. Further, Grantor will not use or allow the use of the right-of-way areas herein provided for commercial purposes without the prior written consent of Grantee.

11. **Gating and Locking of Property.** If Grantor shall so request at any time, a suitable gate and lock shall be provided by Grantee, at Grantee's expense, at any place where a right-of-way enters or leaves the Subject Land, and such gate shall be kept secured or locked to the satisfaction of Grantor. Grantor reserves the right to erect a gate, at Grantor's expense, at any



place where a right-of-way enters or leaves the Subject Land, but with assurance to Grantee that the erection of any such gate will not unduly impede the use of the right-of-way in question for the purposes granted herein.

12. **Use of Adjacent Roads and Bridges; Cutting of Fences.** In exercising its rights hereunder, Grantee is given a revocable license to use the roads and bridges, if any, on the lands of Grantor adjacent to the right-of-way areas, but Grantee at its sole cost and expense shall promptly repair all damage or deterioration caused by Grantee's use thereof. If Grantee in the exercise of its rights hereunder desires to cut any fences of Grantor for temporary access to a right-of-way area, Grantee shall promptly thereafter brace, keep and restore any such fence in a workmanlike and proper manner.

13. **Water Damage.** Any facilities constructed or installed on a right-of-way shall be installed in such a manner as to prevent water damage or ponding on Grantor's property.

14. **Firearms and Explosives.** None of Grantee's employees or authorized agents or any other person under the direction or control of Grantee shall be permitted to carry firearms while on the Subject Land. No explosives shall be used on the Subject Land except those used in Grantee's normal operations.

15. **Confinement of Personnel and Vehicle.** Grantee hereby covenants and agrees to use its best efforts to require personnel and vehicles to remain on Grantee's roads, pipeline right-of-ways, power line right-of-ways, and well locations within the Subject Land.

16. **Removal of Timber and Brush.** Grantee shall not bury timber and brush cleared for right-of-way and well locations from the Subject Land. Instead, Grantee may either remove such timber and brush or process it into chips, as that term is commonly used within the timber industry, and spread the chips in such a manner as to prevent injury or damage to Grantor's property.

17. **Condition of Roads Upon Termination.** Grantee shall leave roads on Grantor's property in good condition upon termination of this Agreement.

18. **Compliance with Laws.** Grantee agrees that it will exercise all rights hereunder in accordance with all present and future applicable laws, rules and regulations, including but not limited to the laws of the State of Alabama and the rules and regulations established by the State Oil and Gas Board of Alabama, and in such a manner as to prevent injury or damage to Grantor's adjoining property.



19. **Indemnification.**

(a) Grantee agrees to indemnify and forever hold harmless the Grantor against each and every claim, demand and cause of action for damages to property, personal injury or loss of life that may be made or come against Grantor by reason of or in any way arising out of the construction, operation, and/or maintenance of the facilities constructed or installed under the provisions of this agreement, except for such claims, demands, or causes of action for damages to property, personal injury or loss of life arising, wholly or in part, from the negligence or willful acts of Grantor or Grantor's agents, invitees, employees and servants.

(b) Grantee further agrees to indemnify, defend and hold Grantor harmless from liability, loss, claims damages, suits, penalties, fines, judgments, settlements, costs and/or expenses, including but not limited to costs of investigation, response and remedial action and experts' and attorneys' fees and expenses, arising from the presence or suspected presence of pollutants or toxic and/or hazardous materials, substances or wastes in, on or under any property, caused by Grantees' operations, including but not limited to the property subject to the rights granted herein, and/or any violation of statutes, ordinances, orders, rules or regulations of any governmental entity or agency, including but not limited to liability arising under the Comprehensive Environmental Response Compensation and Liability Act, 42 U.S.C. § 6901 et seq., as amended, the Toxic Substances Control Act, 15 U.S.C. § 2601 et seq., as amended, and any applicable federal, state or local laws, which is or is alleged to have been caused, in whole or in part, by the Grantee, its agents, servants, employees or independent contractors in the exercise of any right, or claim of right, hereunder or any failure of Grantee to perform or comply with any provision hereof.

20. **Insurance.** Grantee agrees to carry, at all times during the construction, use, operation and maintenance of any facilities on the Subject Land such insurance as Grantor may reasonably require, including but not limited to:

a) General Liability Insurance covering personal injuries and property damage of at least \$5,000,000 for each occurrence and in the aggregate;

b) Vehicle Liability Insurance providing \$5,000,000 coverage for each occurrence and in the aggregate;

c) Pollution Liability Insurance with coverage of at least \$5,000,000 for each occurrence;

d) Worker's Compensation Insurance which meets the requirements of the State of Alabama; and

e) Employer's Liability Insurance coverage of at least \$1,000,000 for each occurrence.

The policies providing such insurance shall:

1) be with an insurance carrier having an A.M. Best rating of at least A- and of financial size category X, or otherwise be acceptable to Grantor; and



2) with respect to a) through c) above, shall name Grantor as an Additional Insured thereunder.

Any subcontractors must also meet the same insurance requirements except with respect to the coverages required under subsections (a) and (b), the limits must be at a minimum of \$2,000,000 for each such subcontractor rather than the limits stated above; and Grantee is responsible to ensure that these requirements are met.

Grantee shall furnish Grantor with written evidence of insurance, signed and warranted by an authorized representative of the insurance companies issuing same and indicating that these policies are in force, that the premiums therefor have been paid and that the limits thereunder shall not be changed nor the insurance described therein modified or canceled until thirty (30) days after prior written notice of such change of limits, modification or cancellation has been provided to Grantor. Such evidence shall be delivered to Grantor prior to the commencement of any work hereunder by Grantee and annually thereafter. In the event Grantee fails to provide such insurance coverage, or annual evidence thereof, Grantor shall have the right to terminate this Surface Use Agreement by filing a Notice of such termination in the Office of the Judge of Probate of Bibb County and Shelby County, Alabama.

21. **Interference with Grantor's Business Activities.** Grantee will, before doing any work or making any repairs (except emergency repairs) which will interfere with any roads or other arteries of transportation or interfere in any way with the operations of Grantor, its agents or assigns, notify the local representatives of Grantor in writing of such intent at least ten (10) days prior to the commencement of work. Grantee agrees that such work and/or repairs shall be completed as expeditiously as possible; provided, however, that Grantee shall conduct all of its operations in, along and upon the right-of-way in question and hereunder, in a manner which will not interfere with Grantor's operations, including, but not limited to, Grantor's timber stand improvement work, logging, cutting, removing, or processing logs, cordwood or other forest products.

22. **Grantor's Warranties.** Grantor hereby covenants and warrants that Grantor is the surface owner of the Subject Land, and has the right to enter into this agreement.

23. **Grantee's Warranties.** Grantee hereby covenants and warrants that Grantee is the owner or lessee of the mineral rights beneath the Subject Land, and has the right to enter into this agreement.

24. **Termination of Rights Hereunder.** If Grantee determines that it no longer needs the rights granted hereunder, it shall notify Grantor and, if Grantor so requests, Grantee will execute and deliver to Grantor a document in recordable form evidencing such relinquishment and the reconveyance of the rights granted hereunder to Grantor.

25. **Notice.** Any notice provided for or permitted herein to be given by either party to the other party shall be conclusively deemed to have been given upon deposit thereof in the United States Mail, registered or certified, postage prepaid and addressed to the parties as follows:



To Grantor:

John Hancock Life Insurance Company  
c/o Hancock Forest Management  
3891 Klein Road  
Harpersville, AL 35078  
Attn: Mr. C. Rigdon Hitchcock

To Grantee:

Geomet, Inc.  
5336 Stadium Trace Parkway, Suite 206  
Birmingham, AL 35244  
Attn: Land Department

26. **No Waiver.** No waiver of any default, breach or noncompliance which may be given or suffered by Grantor shall operate as or be construed as a waiver of any subsequent or different default, breach or noncompliance or as a waiver of any of Grantor's rights with respect thereto.

27. **Removal and Restoration of Property Following Termination.** In the event of reversion to Grantor of any right-of-way herein granted under the provisions hereof, or at the end of Grantee's use of any right-of-way herein granted, whichever shall come first, Grantee shall remove the above ground facilities therewith and restore that portion of the Subject Land relating thereto, except as to timber and other forest products removed hereunder, to as near its original condition as is reasonably practicable, in accordance with the rules and regulations of the State Oil and Gas Board of Alabama, with the understanding that Grantor specifically requires that roads constructed on the Subject Land not be reclaimed, as it is Grantor's intent to use the subject roads in the future. In the event Grantee shall fail or refuse to remove such facilities within a period of twelve (12) months from the receipt of said written request, then all of such facilities may, at Grantor's option and upon written notice to Grantee, become the property of Grantor, and Grantee shall have no further rights hereunder with respect thereto.

28. **Entire Agreement.** The making, execution and delivery of this document by Grantor has been induced by no representations, statements, warranties or other agreements other than those herein expressed. This agreement embodies the entire understanding of the parties, and this instrument may be amended or modified only by subsequent written agreement of the parties.

29. **Covenants Running With the Land.** This agreement and the rights granted hereunder shall be covenants running with the land and binding upon the heirs, executors, administrators, successors and assigns of the parties hereto.

30. **Applicable Law.** This agreement shall be construed in accordance with the laws of the State of Alabama.

31. **Binding on Successors.** This agreement shall be binding on the successors and assigns of the parties hereto.

32. **Relationship of Parties.** Nothing contained in this agreement shall create or be construed as creating a partnership, joint venture, or employee/employer relationship between



the parties hereto. Neither of the parties hereto shall be liable for any obligations or liabilities incurred by the other party, other than those obligations explicitly set forth herein.

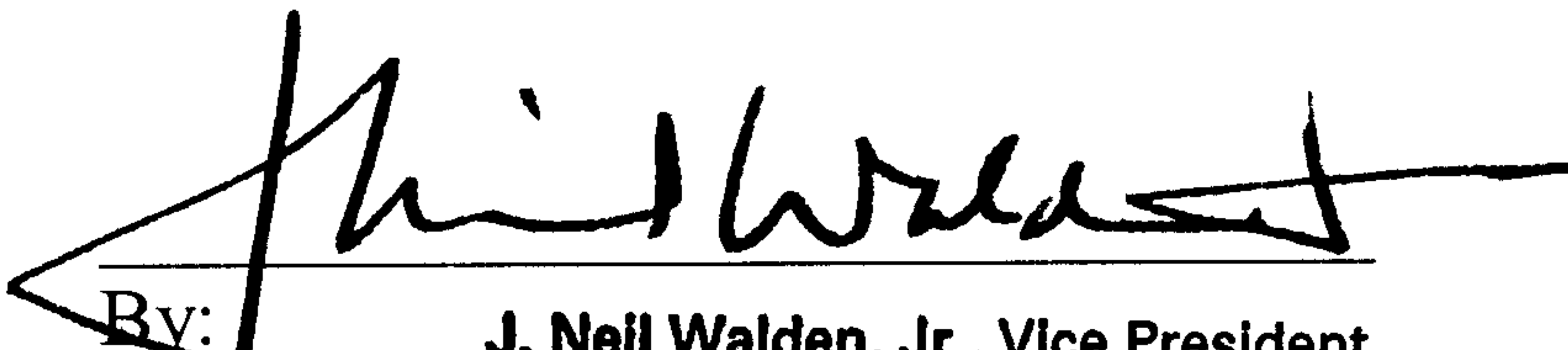
33. **Enforceability.** This agreement shall be enforceable by the undersigned parties, exclusively, and is not entered for the benefit of any third party.

34. **Assignment.** Grantee shall not assign, transfer, convey or otherwise dispose of this agreement unless written consent of the Grantor has been obtained. The granting of its consent to such assignment, transfer, conveyance or disposal shall be at the Grantor's sole and unfettered discretion.


35. **Severability.** In the event any provision of this agreement conflicts with the law under which this agreement is to be construed, or if any provision is held invalid, illegal or unenforceable for any reason whatsoever by a court with jurisdiction over the parties to this agreement, it shall not affect any other provision, and this agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.

IN WITNESS WHEREOF, we have hereunto set our hands and seals this 26<sup>TH</sup> day of MARCH, 2007.

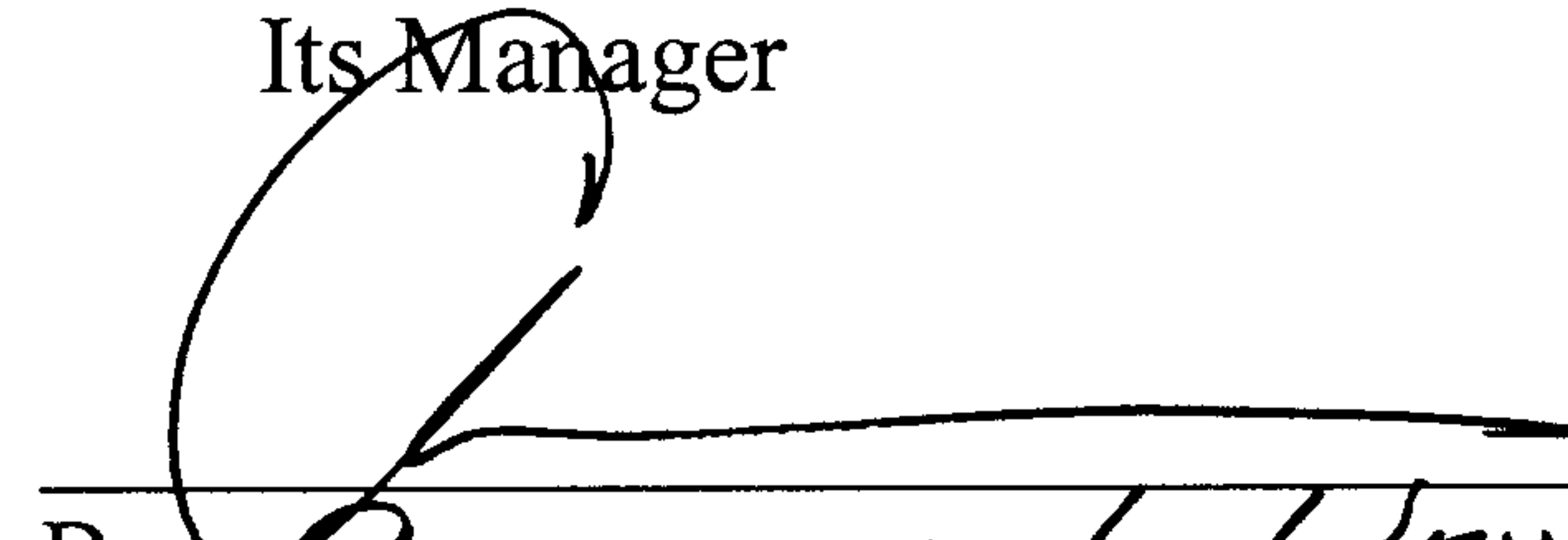
Grantee:  
Geomet, Inc.

  
By: J. Neil Walden, Jr., Vice President  
Its: \_\_\_\_\_  
ceo

Grantor:  
John Hancock Life Insurance Company  
By: Hancock Natural Resource Group, Inc.,  
Its Investment Manager

  
By: COURTLAND L. WASHBURN  
Its: SENIOR V.P. + CIO

Cahaba Forests, LLC  
By: Hancock Natural Resource Group, Inc.,  
Its Manager

  
By: COURTLAND L. WASHBURN  
Its: SENIOR V.P. + CIO



Hawaii ERS Timberland, LLC  
By: Hancock Natural Resource Group, Inc.,  
Its Manager

By: \_\_\_\_\_  
Its: \_\_\_\_\_



ACKNOWLEDGEMENTS

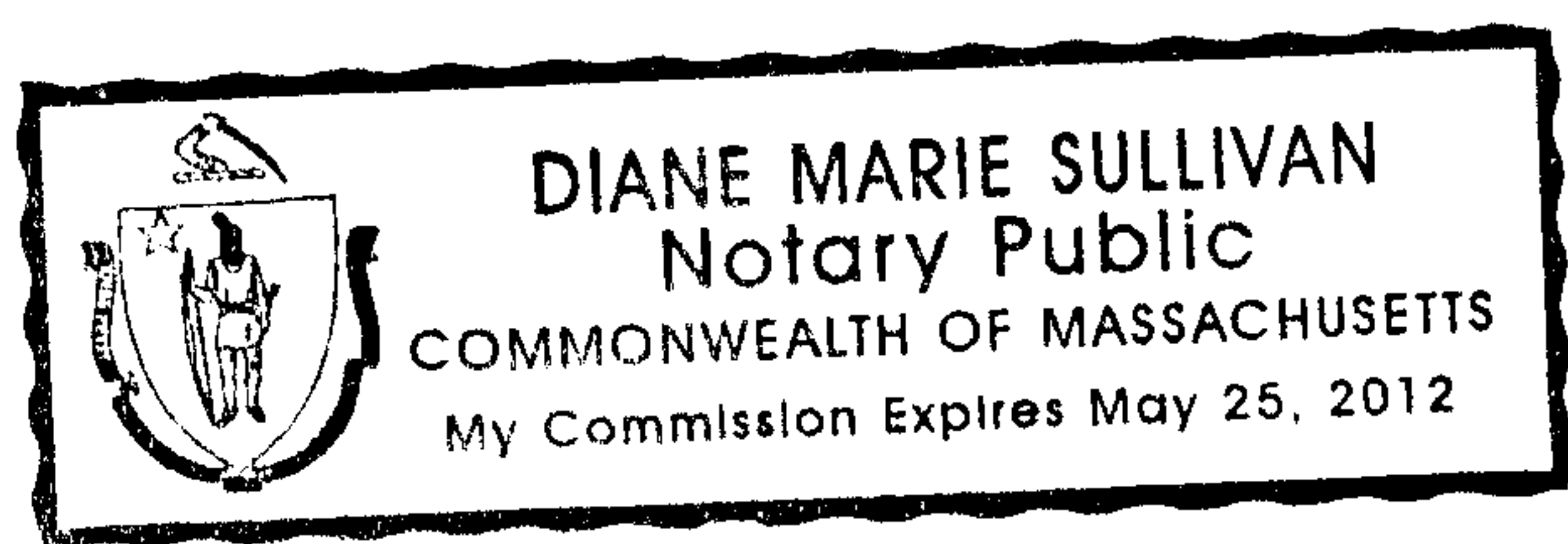
COMMONWEALTH OF MASSACHUSETTS )  
COUNTY OF SUFFOLK )

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Shelby Cnty Judge of Probate, AL  
04/27/2007 12:28:51PM FILED/CERT

I, the undersigned authority, a Notary Public in and for said County in said State, hereby certify that COURTLAND L. WASHBURN, whose name as SENIOR V.P. & CIO of Hancock Natural Resource Group, Inc., a Delaware corporation, the Investment Manager of John Hancock Life Insurance Company, a Massachusetts corporation, is signed to the foregoing instrument, and who is known to me, acknowledged before me on this day that, being informed of the contents of the instrument, he, as such officer and with full authority, executed the same voluntarily for and as the act of said corporation, acting in its capacity as Investment Manager as aforesaid.

Given under my hand and official seal, this 25<sup>th</sup> day of MARCH, 2007.

SEAL




Diane Marie Sullivan  
Notary Public, State of MASSACHUSETTS  
My Commission expires: \_\_\_\_\_



COMMONWEALTH OF MASSACHUSETTS )  
 )  
COUNTY OF SUFFOLK )

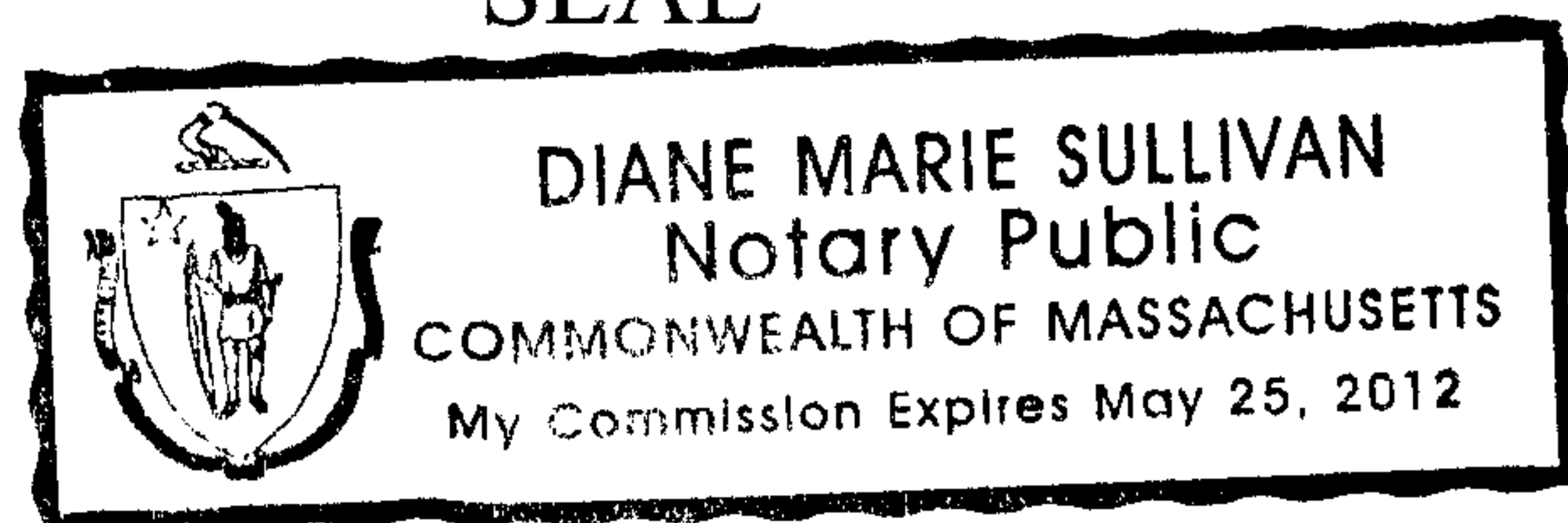
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Shelby Cnty Judge of Probate, AL  
04/27/2007 12:28:51PM FILED/CERT

I, the undersigned authority, a Notary Public in and for said County in said State, hereby certify that COURTLAND L. WASHBURN, whose name as SENIOR V.P. + CIO of Hancock Natural Resource Group, Inc., a Delaware corporation, the Manager of Cahaba Forests, LLC, a Delaware limited liability company, is signed to the foregoing instrument, and who is known to me, acknowledged before me on this day that, being informed of the contents of the instrument, he, as such officer and with full authority, executed the same voluntarily for and as the act of said corporation, acting in its capacity as Manager of said limited liability company as aforesaid.

Given under my hand and official seal, this 26<sup>TH</sup>, day of MARCH, 2007.


SEAL



Diane Marie Sullivan  
Notary Public, State of MASSACHUSETTS  
My Commission expires: \_\_\_\_\_



COMMONWEALTH OF MASSACHUSETTS )  
 )  
COUNTY OF SUFFOLK )

  
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Shelby Cnty Judge of Probate, AL  
04/27/2007 12:28:51PM FILED/CERT

I, the undersigned authority, a Notary Public in and for said County in said State, hereby  
certify that \_\_\_\_\_, whose name as  
\_\_\_\_\_ of Hancock Natural Resource Group, Inc., a  
Delaware corporation, the Manager of Hawaii ERS Timberland LLC, a Hawaii limited liability  
company, is signed to the foregoing instrument, and who is known to me, acknowledged before  
me on this day that, being informed of the contents of the instrument, he, as such officer and with  
full authority, executed the same voluntarily for and as the act of said corporation, acting in its  
capacity as Manager of said limited liability company as aforesaid.

Given under my hand and official seal, this \_\_\_\_\_, day of \_\_\_\_\_,  
2007.

SEAL

\_\_\_\_\_  
Notary Public, State of \_\_\_\_\_  
My Commission expires: \_\_\_\_\_



STATE OF Alabama )  
COUNTY OF Jefferson )

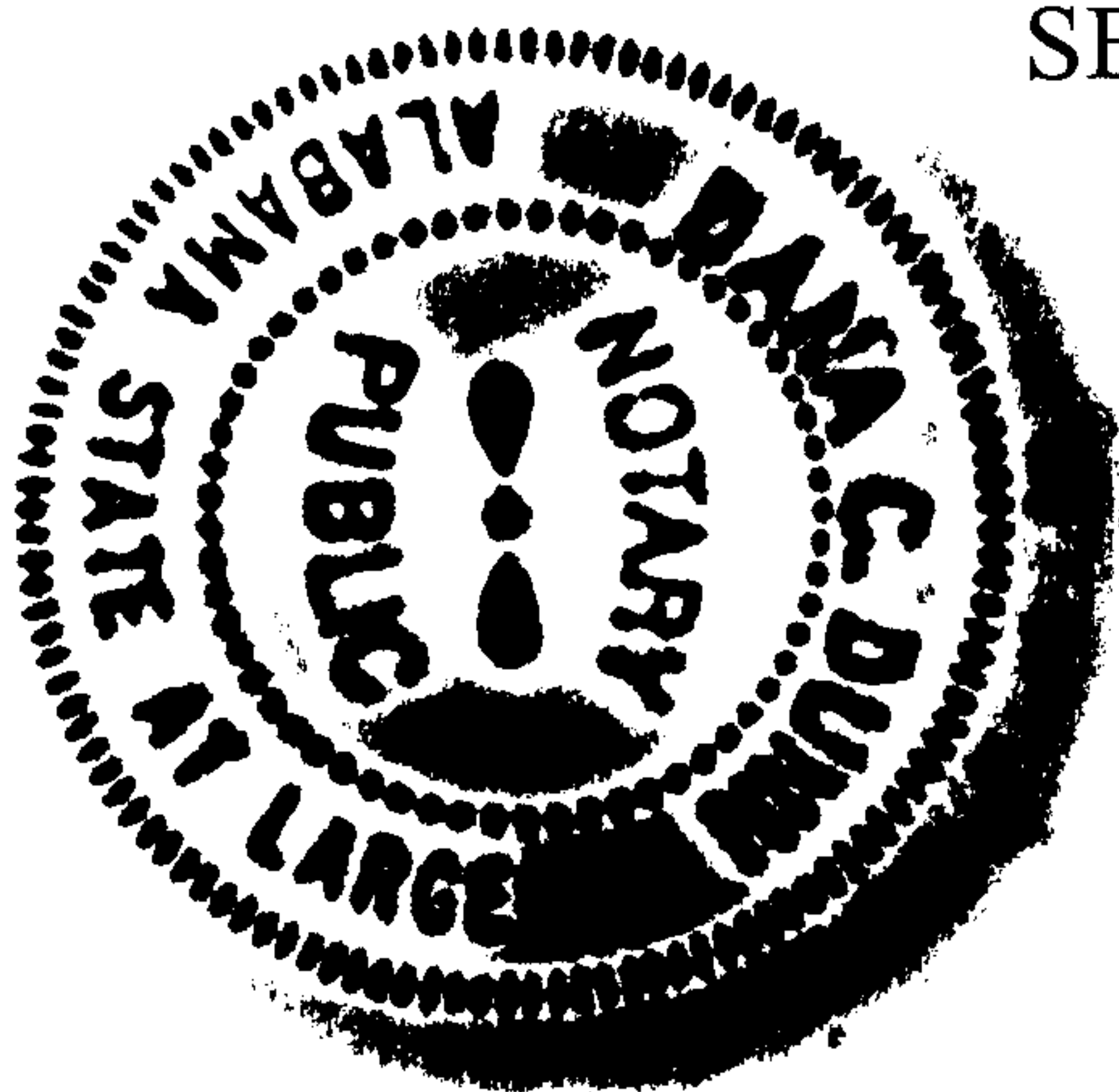
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Shelby Cnty Judge of Probate, AL  
04/27/2007 12:28:51PM FILED/CERT

I, the undersigned authority, a Notary Public in and for said County in said State, hereby certify that J. Neil Walden, Jr., whose name as Vice President for Geomet, Inc., a Delaware corporation, is signed to the foregoing instrument, and who is known to me, acknowledged before me on this day that, being informed of the contents of the instrument, he, as such officer and with full authority, executed the same voluntarily for and as the act of said limited liability company.

Given under my hand and official seal, this 1st, day of March, 2007.

SEAL



Walter C. Dumas  
Notary Public, State of Alabama

My Commission expires NOTARY PUBLIC STATE OF ALABAMA AT LARGE  
MY COMMISSION EXPIRES: Feb 13, 2010  
BONDED THRU NOTARY PUBLIC UNDERWRITERS





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Shelby Cnty Judge of Probate, AL  
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## EXHIBIT "A"

Attached to and made a part of the Surface Use Agreement by and between JOHN HANCOCK LIFE INSURANCE COMPANY, CAHABA FOREST, LLC and HAWAII ERS TIMBERLAND, LLC, as Grantors and GEOMET, INC, as Grantee, dated MARCH 26, 2007.

The following described property situated in Bibb County and Shelby County, Alabama:

### **Exhibit "A" (1.) John Hancock Life Insurance Company Surface Ownership**

Section 5, Township 22 South, Range 4 West, Bibb County, Alabama

N1/2 of N1/2

Section 6, Township 22 South, Range 4 West, Bibb County, Alabama

E1/2 of SE1/4

Section 7, Township 22 South, Range 4 West, Bibb County, Alabama

NE1/4

### **Exhibit "A" (2.) Cahaba Forests, LLC Surface Ownership**

Section 16, Township 21 South, Range 4 West, Shelby County, Alabama

SW1/4 of SE1/4

### **Exhibit "A" (3.) Hawaii ERS Timberland, LLC**

None





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Shelby Cnty Judge of Probate, AL  
04/27/2007 12:28:51PM FILED/CERT

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## EXHIBT "B"

Attached to and made a part of the Surface Use Agreement dated *MARCH 26*, 2007 by and between JOHN HANCOCK INSURANCE COMPANY, CAHABA FOREST, LLC and HAWAII ERS TIMBERLAND, LLC, as Grantors, and GEOMET, INC, as Grantee.

EXHIBIT "B" (1.) JOHN HANCOCK LIFE INSURANCE COMPANY  
SEE ATTACHED PLATS AND NARRATIVE LEGAL DESCRIPTYION



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Shelby Cnty Judge of Probate, AL  
04/27/2007 12:28:51PM FILED/CERT

FPB 190 433

### EXHIBT "B"

Attached to and made a part of the Surface Use Agreement dated *MARCH 26*, 2007 by and between JOHN HANCOCK INSURANCE COMPANY, CAHABA FOREST, LLC and HAWAII ERS TIMBERLAND, LLC, as Grantors, and GEOMET, INC, as Grantee.

EXHBIT "B" (2.) CAHABA FOREST, LLC  
SEE ATTACHED PLATS AND NARRATIVE LEGAL DESCRIPTION

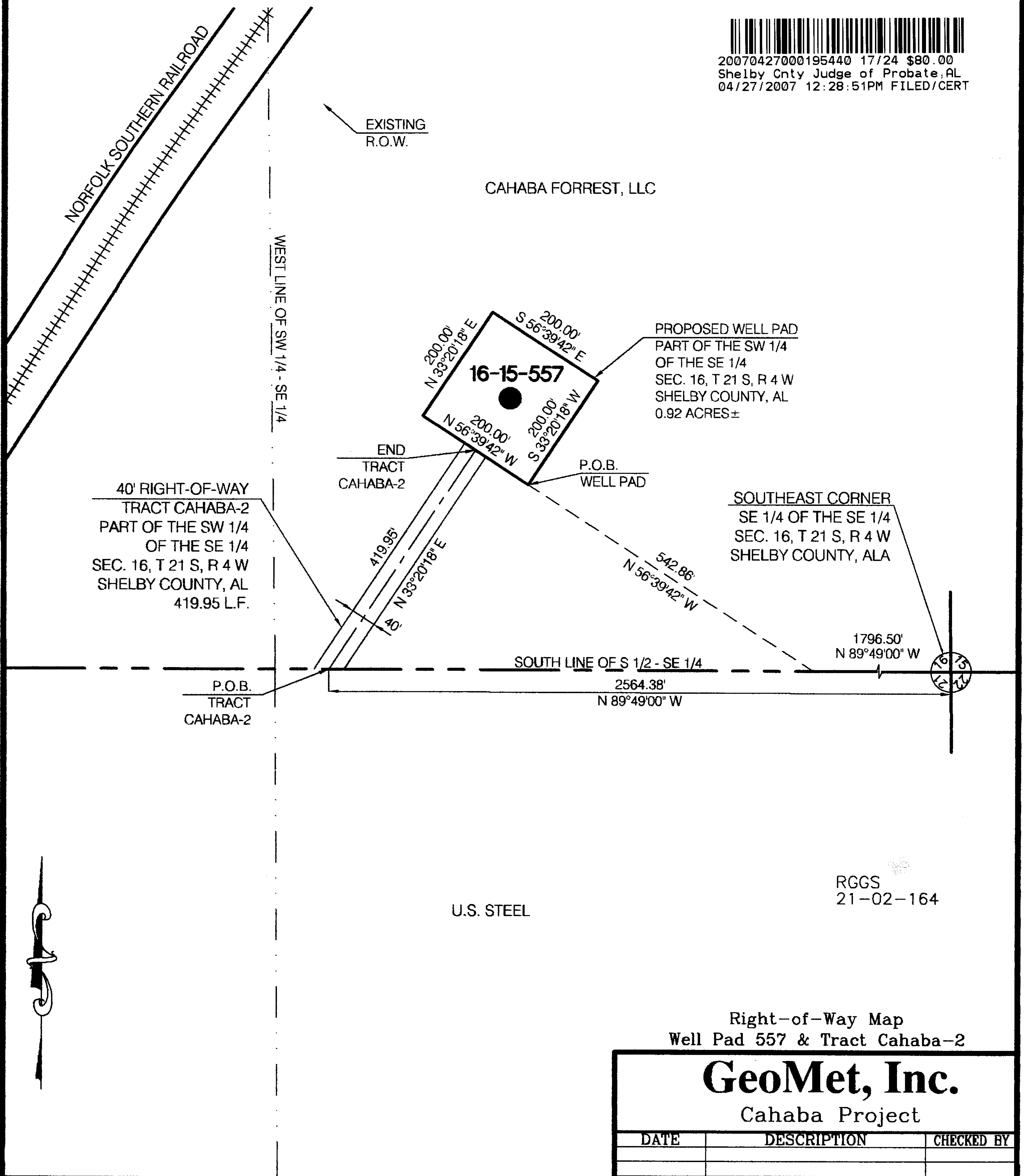


SECTIONS 16, TOWNSHIP 21 SOUTH, RANGE 4 WEST



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Shelby Cnty Judge of Probate, AL  
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RPB 190 434



Right-of-Way Map  
Well Pad 557 & Tract Cahaba-2

**GeoMet, Inc.**

Cahaba Project

| DATE             | DESCRIPTION       | CHECKED BY      |
|------------------|-------------------|-----------------|
|                  |                   |                 |
|                  |                   |                 |
|                  |                   |                 |
|                  |                   |                 |
|                  |                   |                 |
| DATE: 07/21/06   | DRAWN BY: E M H   | FILE: ROW18     |
| SCALE: 1" = 200' | CHECKED BY: S G F | Job No.: 04-104 |

**Faulkner Surveying**

LICENSED PROFESSIONAL SURVEYORS  
P.O. BOX 40270 / 1701 HOLT ROAD NE / TUSCALOOSA, ALABAMA 35404 / (205) 553-8333



STATE OF ALABAMA                    )  
COUNTY OF SHELBY                )

GeoMet – Cahaba Project

Well Pad 557

A parcel of land located in part of the Southwest quarter of the Southeast quarter of Section 16, Township 21 South, Range 4 West, Shelby County, Alabama, containing zero and ninety-two hundredths (0.92) acres, more or less, and being more particularly described as follows:

Commence at the Southeast corner of the Southeast quarter of the Southeast quarter of said Section 16; thence run North 89°49'00" West and along the South boundary of the South half of the Southeast quarter of said Section 16 for a distance of 1796.50 feet; thence North 56°39'42" West for a distance of 542.86 feet to the POINT OF BEGINNING of the herein described parcel; thence continue North 56°39'42" West for a distance of 200.00 feet to a point; thence North 33°20'18" East for a distance of 200.00 feet to a point; thence South 56°39'42" East for a distance of 200.00 feet; thence South 33°20'18" West for a distance of 200.00 feet to the POINT OF BEGINNING of the herein described parcel.

FPB 190 435



STATE OF ALABAMA           )  
COUNTY OF SHELBY        )

GeoMet – Cahaba Project

Tract Cahaba-2

A strip of land for a Right-of-Way located in part of the Southwest quarter of the Southeast quarter of Section 16, Township 21 South, Range 4 West, all in Shelby County, Alabama, and being more particularly described with reference to a centerline as described as follows:

Commence at the Southeast corner of the Southeast quarter of the Southeast quarter of said Section 16; thence run North 89°49'00" West and along the South boundary of the South half of the Southeast quarter of said Section 16 for a distance of 2564.38 feet to the POINT OF BEGINNING of the herein described centerline; thence North 33°20'18" East for a distance of 419.95 feet to the END of the herein described centerline, said point lying on the Southwest boundary of a parcel of land for a proposed GeoMet, Inc. well pad.

Said right-of-way being 40 feet in width and being 20 feet opposite and adjacent to the above described centerline.

RPB 190 436



SECTION 16, TOWNSHIP 21 SOUTH, RANGE 4 WEST



20070427000195440 20/24 \$80.00  
Shelby Cnty Judge of Probate, AL  
04/27/2007 12:28:51PM FILED/CERT

RPB 190 437

SOUTH LINE OF NW 1/4 - SE 1/4  
NORTH LINE OF SW 1/4 - SE 1/4

PROPOSED WELL PAD  
PART OF THE SE 1/4  
OF THE SE 1/4  
SEC. 16, T 21 S, R 4 W  
SHELBY COUNTY, AL  
0.92 ACRES±

SOUTH LINE OF NE 1/4 - SE 1/4  
NORTH LINE OF SE 1/4 - SE 1/4

CAHABA FORREST, LLC

END  
TRACT  
CAHABA-3

N 200.00'  
S 200.00'  
N 57°51'41" E  
S 57°51'41" W  
N 32°08'19" E  
S 32°08'19" W

16-16-556

171.83'  
N 32°08'19" E

P.O.B.  
WELL PAD

40' RIGHT-OF-WAY  
TRACT CAHABA-3  
PART OF THE S 1/2  
OF THE SE 1/4  
SEC. 16, T 21 S, R 4 W  
SHELBY COUNTY, AL  
1110.88 L.F.

1156.41'  
N 57°51'41" W

N 162.66'  
S 28°48'26" E  
N 162.14'  
S 25°37'18" E  
N 225.05'  
S 40°44'42" E  
N 389.19'  
S 19°40'58" E  
E 158.04'  
S 89°49'00" W  
EAST LINE  
SW 1/4 - SE 1/4  
WEST LINE  
SE 1/4 - SE 1/4

SOUTHEAST CORNER  
SE 1/4 OF THE SE 1/4  
SEC. 16, T 21 S, R 4 W  
SHELBY COUNTY, ALA

307.92'  
N 0°45'38" W

1585.85'  
N 89°49'00" W  
SOUTH LINE OF S 1/2 - SE 1/4

P.O.B.  
TRACT  
CAHABA-3

RGGS  
21-02-164

U.S. STEEL

Right-of-Way Map  
Well Pad 556 & Tract Cahaba-3

**GeoMet, Inc.**  
Cahaba Project

| DATE | DESCRIPTION | CHECKED BY |
|------|-------------|------------|
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**Faulkner Surveying**  
LICENSED PROFESSIONAL SURVEYORS  
P.O. BOX 40270 / 1701 HOLT ROAD NE / TUSCALOOSA, ALABAMA 35404 / (205) 553-8333

DATE: 07/21/06 DRAWN BY: E M H FILE: ROW18  
SCALE: 1" = 300' CHECKED BY: S G F Job No.: 04-104



STATE OF ALABAMA  
COUNTY OF SHELBY

GeoMet – Cahaba Project

Tract Cahaba-3

PPB 190 438

A strip of land for a Right-of-Way located in part of the Southwest Quarter of the Southeast Quarter of Section 16, Township 21 South, Range 4 West, all in Shelby County, Alabama, and being more particularly described with reference to a centerline as described as follows:

Commence at the Southeast corner of the Southeast quarter of the Southeast quarter of said Section 16; thence run North  $89^{\circ} 49' 00''$  West and along the South boundary of the South half of the Southeast quarter of said Section 16 for a distance of 1585.85 feet to the POINT OF BEGINNING of the herein described centerline; thence North  $19^{\circ} 40' 58''$  East for a distance of 389.19 feet; thence North  $28^{\circ} 48' 26''$  East for a distance of 162.66 feet; thence North  $40^{\circ} 44' 42''$  East for a distance of 60.0 feet to the END of the herein described centerline, said point being on the East boundary of the Southwest Quarter of the Southeast Quarter.

Said right-of-way being 40 feet in width and being 20 feet opposite and adjacent to the above described centerline.



20070427000195440 22/24 \$80.00  
Shelby Cnty Judge of Probate, AL  
04/27/2007 12:28:51PM FILED/CERT

FPB 190 439

**EXHIBT "B"**

Attached to and made a part of the Surface Use Agreement dated \_\_\_\_\_, 2007 by and between JOHN HANCOCK INSURANCE COMPANY, CAHABA FOREST, LLC and HAWAII ERS TIMBERLAND, LLC, as Grantors, and GEOMET, INC, as Grantee.

EXHIBIT "B" (3.) HAWAII ERS TIMBERLAND, LLC  
NONE



**EXHIBIT "C"**  
**(Acreage Summary)**

Attached to and made a part of that certain Surface Use Agreement dated MARCH 26, 2007 between JOHN HANCOCK LIFE INSURANCE COMPANY, CAHABA FORESTS, LLC AND HAWAII ERS TIMBERLAND, LLC, as Grantors, and GEOMET, INC., as Grantee.

|                                     |             |              |
|-------------------------------------|-------------|--------------|
| JOHN HANCOCK LIFE INSURANCE COMPANY | Total Acres | 19.01        |
| CAHABA FORESTS, LLC                 | Total Acres | 1.87         |
| HAWAII ERS TIMBERLAND, LLC          | Total Acres | 0.0          |
| <b>COMBINED TOTAL ACRES</b>         |             | <b>20.88</b> |



### EXHIBIT "C"

Attached to and made a part of that certain Surface Use Agreement dated \_\_\_\_\_, 2007 between JOHN HANCOCK LIFE INSURANCE COMPANY, CAHABA FOREST, LLC AND HAWAII ERS TIMBERLAND, LLC, as Grantors, and GEOMET, INC, as Grantee.

#### EXHIBIT "C" (1.) JOHN HANCOCK LIFE INSURANCE COMPANY

| S-T-R              | Facility             | Width / Ft. | Length / Ft. | Acres        |
|--------------------|----------------------|-------------|--------------|--------------|
| S5-T22S-R4W        | ROW                  | 40          | 990.1        | 0.91         |
| S5-T22S-R4W        | Well Pad # 05-01-565 | 200         | 200          | 0.92         |
| S5-T22S-R4W        | ROW                  | 40          | 413.5        | 0.38         |
| S5-T22S-R4W        | Well Pad # 05-02-564 | 200         | 200          | 0.92         |
| S5-T22S-R4W        | ROW                  | 40          | 371.8        | 0.34         |
| S5-T22S-R4W        | Well Pad # 05-02-563 | 200         | 200          | 0.92         |
| S5-T22S-R4W        | ROW                  | 40          | 934.6        | 0.86         |
| S5-T22S-R4W        | Well Pad # 05-01-562 | 200         | 200          | 0.92         |
| S6-T22S-R4W        | ROW                  | 40          | 2,452.8      | 2.25         |
| S6-T22S-R4W        | Well Pad # 06-09-572 | 200         | 200          | 0.92         |
| S6-T22S-R4W        | ROW                  | 40          | 71.8         | 0.07         |
| S6-T22S-R4W        | Well Pad # 06-16-576 | 200         | 200          | 0.92         |
| S7-T22S-R4W        | ROW                  | 40          | 3,766.7      | 3.46         |
| S7-T22S-R4W        | Well Pad # 07-08-583 | 200         | 200          | 0.92         |
| S7-T22S-R4W        | ROW                  | 40          | 212.1        | 0.19         |
| S7-T22S-R4W        | Well Pad # 07-01-577 | 200         | 200          | 0.92         |
| S7-T22S-R4W        | ROW                  | 20          | 76.0         | 0.03         |
| S7-T22S-R4W        | ROW                  | 40          | 1,432.8      | 1.32         |
| S7-T22S-R4W        | Well Pad # 07-02-578 | 200         | 200          | 0.92         |
| S7-T22S-R4W        | Well Pad # 07-07-582 | 200         | 200          | 0.92         |
| <b>Total Acres</b> |                      |             |              | <b>19.01</b> |

#### EXHIBIT "C" (2.) CAHABA FOREST, LLC

| S-T-R              | Facility      | Width / Ft. | Length / Ft. | Acres       |
|--------------------|---------------|-------------|--------------|-------------|
| S16-T21S-R4W       | ROW           | 40          | 611.8        | 0.56        |
| S16-T21S-R4W       | Well Pad #557 | 200         | 200          | 0.92        |
| S16-T21S-R4W       | ROW           | 40          | 420.0        | 0.39        |
| <b>Total Acres</b> |               |             |              | <b>1.87</b> |

#### EXHIBIT "C" (3.) Hawaii ERS Timberland, LLC

| S-T-R | Facility | Width / Ft. | Length / Ft. | Acres |
|-------|----------|-------------|--------------|-------|
|       | None     |             |              |       |