15

MME Form 52
Jan. 1959

UNITED STATES
DEPARTMENT OF THE INTERIOR
OFFICE OF MINERALS EXPLORATION

| FOR GOVERNMENT USE ONLY |
|---|
| Operator |
| Docket No. OME – |
| Contract No. 14-23-090 – |
| Contract Date |

LIEN AND SUBORDINATION AGREEMENTS 1/

To the United States of America:

That certain land in the County of Saline, State of Arkansas;

described as follows: 2/ That part of the NW/4 of the SW/4 of Bauxite Road in Sec. 29 and the E/2 of the NW/4 of the SE/4 of Sec. 30, all in T2S, R14W, less and except that part of the E/2 of the NE/4 of the SW/4 of Sec. 29 lying West of State Highway No. 35,

hereinafter called the "land", is the subject of a proposed exploration contract, hereinafter called the "Contract", between the United States of America, hereinafter called the "Government" and

Alpha Mineral Company 3/

hereinafter called the "Operator". In consideration for and as an inducement to the Government executing the Contract, the undersigned:

1. (a) Being the owner of an interest in the land, hereby grants to the Government a lien upon all of his right, title, and interest in the land and upon any production of minerals therefrom to secure the payment to the Government of the royalty on production provided for by the Contract, and agrees if the Operator's interest should be surrendered or terminated at any time prior to the expiration of the rights of the United States under said Contract to pay royalty to the Government according to the terms of said Contract; or

(b) Being the holder of a claim, lien, or encumbrance against the land, hereby subordinates his claim, lien, or encumbrance in or against the land and in any production therefrom to the rights of the Government under the Contract with respect to royalty on production and liens to secure same. 4/

2. Undertakes and agrees that property in which the Government may acquire an interest or equity under the Contract may be dismantled, severed from the land, and removed as may be provided in the Contract; and the Government's interest and equity in such property shall be prior and superior to any adverse right or claim of the undersigned.

3. Represents and undertakes that there is no claim, lien, or encumbrance upon the undersigned's right, title, claim, or interest in or against the land other than the following: (If "none" insert the word "none". Do not leave blank.)

None

1/ Production from the land is not required, and in the absence of production there is no obligation to pay royalty to the Government.

2/ Either (a) insert the legal description of the land, or (b) strike out the words "as follows" and insert "in a lease /or contract, deed, or other document/ dated _____, and recorded in Book _____, Page ____, official records of said county". If (b) is used, the book and page of recordation must be inserted above. If the space provided is insufficient, use an Annex and refer to the Annex in the space.

3/ Insert name exactly as it appears in the Application MME Form 40.

4/ Subparagraph 1(a) does not apply to the holder of a claim, lien, or encumbrance.

ALPHA MINERAL COMPANY
753 W. CREEKSIDE DRIVE
HOUSTON 24, TEXAS

4. Undertakes and agrees (a) neither to commit any act nor assert any claim in conflict with the provisions of this Agreement; and (b) to give advance notice of the Government's rights under this agreement to any subsequent transferee, mortgagee, encumbrancer, or lessee of any of the undersigned's right, title, claim, or interest in or against the land or any production therefrom, furnishing the Government with two true copies of such notice; and

5. Consents to all amendments (including an agreement of termination) and assignments of the Contract without notice thereof, and undertakes and agrees that this agreement shall extend and apply thereto.

6. Added provisions None. (State "None" or "See Annex No. ____".)

Dated this 15th day of November, 19 61.

| | | | |
|---|---|---|---|
| Moses Kidd | (Seal) | Route 4, Box 269<br>Benton, Arkansas | (Street)<br>(City & State) |
| Annie Kidd | (Seal) | Route 4, Box 269,<br>Benton, Arkansas | (Street)<br>(City & State) |
| | (Seal) | | (Street)<br>(City & State) |
| | (Seal) | | (Street)<br>(City & State) |
| | (Seal) | | (Street)<br>(City & State) |
| | (Seal) | | (Street)<br>(City & State) |

I, _____ (Name), certify that I am the _____ (Title—Secretary, etc.) of the corporation named herein; that _____ (Name), who signed this agreement was then _____ (Title—Pres., Vice-Pres., etc.) of said corporation; that said agreement was duly signed for and in behalf of said corporation by authority of its governing body, and was within the scope of its corporate powers.

_____ (Corporate Seal)

INT.-DUP. SEC., WASH., D.C. 48694

ALPHA MINERAL COMPANY
753 W. CREEKSIDE DRIVE
HOUSTON 24, TEXAS

MME Form 52
Jan. 1959

UNITED STATES
DEPARTMENT OF THE INTERIOR
OFFICE OF MINERALS EXPLORATION

| FOR GOVERNMENT USE ONLY |
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| Operator |
| Docket No. OME – |
| Contract No. 14-23-090 – |
| Contract Date |

LIEN AND SUBORDINATION AGREEMENTS[1]

To the United States of America:

That certain land in the County of Saline, State of Arkansas; described ~~XXXXXXXXXX~~[2] in a lease dated September 20, 1960 and recorded in Volume 1, page 382 of the Miscellaneous Records of said county,

hereinafter called the "land", is the subject of a proposed exploration contract, hereinafter called the "Contract", between the United States of America, hereinafter called the "Government" and

Alpha Mineral Company[3]

hereinafter called the "Operator". In consideration for and as an inducement to the Government executing the Contract, the undersigned:

1. (a) Being the owner of an interest in the land, hereby grants to the Government a lien upon all of his right, title, and interest in the land and upon any production of minerals therefrom to secure the payment to the Government of the royalty on production provided for by the Contract, and agrees if the Operator's interest should be surrendered or terminated at any time prior to the expiration of the rights of the United States under said Contract to pay royalty to the Government according to the terms of said Contract; or

(b) Being the holder of a claim, lien, or encumbrance against the land, hereby subordinates his claim, lien, or encumbrance in or against the land and in any production therefrom to the rights of the Government under the Contract with respect to royalty on production and liens to secure same.[4]

2. Undertakes and agrees that property in which the Government may acquire an interest or equity under the Contract may be dismantled, severed from the land, and removed as may be provided in the Contract; and the Government's interest and equity in such property shall be prior and superior to any adverse right or claim of the undersigned.

3. Represents and undertakes that there is no claim, lien, or encumbrance upon the undersigned's right, title, claim, or interest in or against the land other than the following: (If "none" insert the word "none". Do not leave blank.)

None

1/ Production from the land is not required, and in the absence of production there is no obligation to pay royalty to the Government.

2/ Either (a) insert the legal description of the land, or (b) strike out the words "as follows" and insert "in a lease /or contract, deed, or other document/ dated _____, and recorded in Book _____, Page ____, official records of said county". If (b) is used, the book and page of recordation must be inserted above. If the space provided is insufficient, use an Annex and refer to the Annex in the space.

3/ Insert name exactly as it appears in the Application MME Form 40.

4/ Subparagraph 1(a) does not apply to the holder of a claim, lien, or encumbrance.

ALPHA MINERAL COMPANY
753 W. CREEKSIDE DRIVE
HOUSTON 24, TEXAS

4. Undertakes and agrees (a) neither to commit any act nor assert any claim in conflict with the provisions of this Agreement; and (b) to give advance notice of the Government's rights under this agreement to any subsequent transferee, mortgagee, encumbrancer, or lessee of any of the undersigned's right, title, claim, or interest in or against the land or any production therefrom, furnishing the Government with two true copies of such notice; and

5. Consents to all amendments (including an agreement of termination) and assignments of the Contract without notice thereof, and undertakes and agrees that this agreement shall extend and apply thereto.

6. Added provisions None. (State "None" or "See Annex No.____".)

Dated this 14th day of November, 19 61.

| | | |
|---|---|---|
| R A Davenport Sr (Seal) | Route 4, Box 165-A, | (Street) |
| | Benton, Arkansas | (City & State) |
| Essie Davenport (Seal) | Route 4, Box 165-A, | (Street) |
| | Benton, Arkansas | (City & State) |
| R A Davenport Sr (Seal) | Route 4, Box 165-A, | (Street) |
| | Benton, Arkansas. | (City & State) |
| Attorney-in-Fact for Irva Young, Coye Davenport, Margurett Davenport, J. H. Davenport, Elizabeth Davenport, Hattie Young, Halbert Davenport, Margaret Davenport, Sam Davenport, Anna Davenport, Anna Mae West, and Doris Baker. (Seal) | | (Street) |
| | | (City & State) |
| (Seal) | | (Street) |
| | | (City & State) |
| (Seal) | | (Street) |
| | | (City & State) |

I, _____ (Name), certify that I am the _____ (Title—Secretary, etc.) of the corporation named herein; that _____ (Name), who signed this agreement was then _____ (Title—Pres., Vice-Pres., etc.) of said corporation; that said agreement was duly signed for and in behalf of said corporation by authority of its governing body, and was within the scope of its corporate powers.

_____ (Corporate Seal)

INT.-DUP. SEC., WASH., D.C. 48694

ALPHA MINERAL COMPANY
753 W. CREEKSIDE DRIVE
HOUSTON 24, TEXAS

MME Form 52
Jan. 1959

UNITED STATES
DEPARTMENT OF THE INTERIOR
OFFICE OF MINERALS EXPLORATION

| FOR GOVERNMENT USE ONLY |
|---|
| Operator |
| Docket No. OME – |
| Contract No. 14-23-090 – |
| Contract Date |

LIEN AND SUBORDINATION AGREEMENTS 1/

To the United States of America:

That certain land in the County of Saline, State of Arkansas;

described ~~as follows~~: 2/ in a lease dated July 16, 1960, and recorded in Volume 1, page 352 in the Miscellaneous Records of said county,

hereinafter called the "land", is the subject of a proposed exploration contract, hereinafter called the "Contract", between the United States of America, hereinafter called the "Government" and

Alpha Mineral Company 3/

hereinafter called the "Operator". In consideration for and as an inducement to the Government executing the Contract, the undersigned:

1. (a) Being the owner of an interest in the land, hereby grants to the Government a lien upon all of his right, title, and interest in the land and upon any production of minerals therefrom to secure the payment to the Government of the royalty on production provided for by the Contract, and agrees if the Operator's interest should be surrendered or terminated at any time prior to the expiration of the rights of the United States under said Contract to pay royalty to the Government according to the terms of said Contract; or

(b) Being the holder of a claim, lien, or encumbrance against the land, hereby subordinates his claim, lien, or encumbrance in or against the land and in any production therefrom to the rights of the Government under the Contract with respect to royalty on production and liens to secure same. 4/

2. Undertakes and agrees that property in which the Government may acquire an interest or equity under the Contract may be dismantled, severed from the land, and removed as may be provided in the Contract; and the Government's interest and equity in such property shall be prior and superior to any adverse right or claim of the undersigned.

3. Represents and undertakes that there is no claim, lien, or encumbrance upon the undersigned's right, title, claim, or interest in or against the land other than the following: (If "none" insert the word "none". Do not leave blank.)

None.

1/ Production from the land is not required, and in the absence of production there is no obligation to pay royalty to the Government.

2/ Either (a) insert the legal description of the land, or (b) strike out the words "as follows" and insert "in a lease /or contract, deed, or other document/ dated _____, and recorded in Book _____, Page ____, official records of said county". If (b) is used, the book and page of recordation must be inserted above. If the space provided is insufficient, use an Annex and refer to the Annex in the space.

3/ Insert name exactly as it appears in the Application MME Form 40.

4/ Subparagraph 1(a) does not apply to the holder of a claim, lien, or encumbrance.

ALPHA MINERAL COMPANY
753 W. CREEKSIDE DRIVE
HOUSTON 24, TEXAS

4. Undertakes and agrees (a) neither to commit any act nor assert any claim in conflict with the provisions of this Agreement; and (b) to give advance notice of the Government's rights under this agreement to any subsequent transferee, mortgagee, encumbrancer, or lessee of any of the undersigned's right, title, claim, or interest in or against the land or any production therefrom, furnishing the Government with two true copies of such notice; and

5. Consents to all amendments (including an agreement of termination) and assignments of the Contract without notice thereof, and undertakes and agrees that this agreement shall extend and apply thereto.

6. Added provisions ____ None. ____ (State "None" or "See Annex No.____".)

Dated this 20th day of November, 19 61.

| | | | |
|---|---|---|---|
| Annie Brooks | (Seal) | 1005 Jackman<br>Benton, Arkansas | (Street)<br>(City & State) |
| Bryan W. Brooks | (Seal) | 1005 Jackman<br>Benton, Arkansas | (Street)<br>(City & State) |
| _____ | (Seal) | _____ | (Street)<br>(City & State) |
| _____ | (Seal) | _____ | (Street)<br>(City & State) |
| _____ | (Seal) | _____ | (Street)<br>(City & State) |
| _____ | (Seal) | _____ | (Street)<br>(City & State) |

I, _____ (Name), certify that I am the _____ (Title—Secretary, etc.) of the corporation named herein; that _____ (Name), who signed this agreement was then _____ (Title—Pres., Vice-Pres., etc.) of said corporation; that said agreement was duly signed for and in behalf of said corporation by authority of its governing body, and was within the scope of its corporate powers.

_____
(Corporate Seal)

INT.-DUP. SEC., WASH., D.C. 48694

ALPHA MINERAL COMPANY
753 W. CREEKSIDE DRIVE
HOUSTON 24, TEXAS

MME Form 52
Jan. 1959

UNITED STATES
DEPARTMENT OF THE INTERIOR
OFFICE OF MINERALS EXPLORATION

| FOR GOVERNMENT USE ONLY |
|---|
| Operator |
| Docket No. OME – |
| Contract No. 14-23-090– |
| Contract Date |

LIEN AND SUBORDINATION AGREEMENTS 1/

To the United States of America:

That certain land in the County of Saline, State of Arkansas;

described ~~XXXXXXXXX~~ 2/ in a lease dated July 27, 1960 and recorded in Volume 1, page 342 of the Miscellaneous Records of said county,

hereinafter called the "land", is the subject of a proposed exploration contract, hereinafter called the "Contract", between the United States of America, hereinafter called the "Government" and

Alpha Mineral Company 3/

hereinafter called the "Operator". In consideration for and as an inducement to the Government executing the Contract, the undersigned:

1. (a) Being the owner of an interest in the land, hereby grants to the Government a lien upon all of his right, title, and interest in the land and upon any production of minerals therefrom to secure the payment to the Government of the royalty on production provided for by the Contract, and agrees if the Operator's interest should be surrendered or terminated at any time prior to the expiration of the rights of the United States under said Contract to pay royalty to the Government according to the terms of said Contract; or

(b) Being the holder of a claim, lien, or encumbrance against the land, hereby subordinates his claim, lien, or encumbrance in or against the land and in any production therefrom to the rights of the Government under the Contract with respect to royalty on production and liens to secure same. 4/

2. Undertakes and agrees that property in which the Government may acquire an interest or equity under the Contract may be dismantled, severed from the land, and removed as may be provided in the Contract; and the Government's interest and equity in such property shall be prior and superior to any adverse right or claim of the undersigned.

3. Represents and undertakes that there is no claim, lien, or encumbrance upon the undersigned's right, title, claim, or interest in or against the land other than the following: (If "none" insert the word "none". Do not leave blank.)

None

1/ Production from the land is not required, and in the absence of production there is no obligation to pay royalty to the Government.

2/ Either (a) insert the legal description of the land, or (b) strike out the words "as follows" and insert "in a lease /or contract, deed, or other document/ dated_____, and recorded in Book_____, Page____, official records of said county". If (b) is used, the book and page of recordation must be inserted above. If the space provided is insufficient, use an Annex and refer to the Annex in the space.

3/ Insert name exactly as it appears in the Application MME Form 40.

4/ Subparagraph 1(a) does not apply to the holder of a claim, lien, or encumbrance.

ALPHA MINERAL COMPANY
753 W. CREEKSIDE DRIVE
HOUSTON 24, TEXAS

4. Undertakes and agrees (a) neither to commit any act nor assert any claim in conflict with the provisions of this Agreement; and (b) to give advance notice of the Government's rights under this agreement to any subsequent transferee, mortgagee, encumbrancer, or lessee of any of the undersigned's right, title, claim, or interest in or against the land or any production therefrom, furnishing the Government with two true copies of such notice; and

5. Consents to all amendments (including an agreement of termination) and assignments of the Contract without notice thereof, and undertakes and agrees that this agreement shall extend and apply thereto.

6. Added provisions None. (State "None" or "See Annex No. ____".)

Dated this 15th day of November, 19 61.

| | | | |
|---|---|---|---|
| W C McClendon | (Seal) | 1006 West Hazel<br>Benton, Arkansas | (Street)<br>(City & State) |
| Nannie McClendon | (Seal) | 1006 West Hazel,<br>Benton, Arkansas | (Street)<br>(City & State) |
| | (Seal) | | (Street)<br>(City & State) |
| | (Seal) | | (Street)<br>(City & State) |
| | (Seal) | | (Street)<br>(City & State) |
| | (Seal) | | (Street)<br>(City & State) |

I, _____ (Name), certify that I am the _____ (Title—Secretary, etc.) of the corporation named herein; that _____ (Name), who signed this agreement was then _____ (Title—Pres., Vice-Pres., etc.) of said corporation; that said agreement was duly signed for and in behalf of said corporation by authority of its governing body, and was within the scope of its corporate powers.

_____ (Corporate Seal)

INT.-DUP. SEC., WASH., D.C. 48694

ALPHA MINERAL COMPANY
753 W. CREEKSIDE DRIVE
HOUSTON 24, TEXAS

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Jan. 1959

UNITED STATES
DEPARTMENT OF THE INTERIOR
OFFICE OF MINERALS EXPLORATION

| FOR GOVERNMENT USE ONLY |
|---|
| Operator |
| Docket No. OME – |
| Contract No. 14-23-090– |
| Contract Date |

LIEN AND SUBORDINATION AGREEMENTS[1]

To the United States of America:

That certain land in the County of Saline, State of Arkansas;

described as follows:[2] The W/2 of the NE/4 of the SE/4 of Sec. 30, T2S, R14W, Saline County, Arkansas, and containing 20 acres of land, more or less, and the N/2 of the NE/4 of Sec. 36, T2S, R15W except the SW/4 of the NW/4 of the NE/4 of said Sec. 36, and containing 70 acres of land, more or less, Saline County, Arkansas,

hereinafter called the "land", is the subject of a proposed exploration contract, hereinafter called the "Contract", between the United States of America, hereinafter called the "Government" and

Alpha Mineral Company[3]

hereinafter called the "Operator". In consideration for and as an inducement to the Government executing the Contract, the undersigned:

1. (a) Being the owner of an interest in the land, hereby grants to the Government a lien upon all of his right, title, and interest in the land and upon any production of minerals therefrom to secure the payment to the Government of the royalty on production provided for by the Contract, and agrees if the Operator's interest should be surrendered or terminated at any time prior to the expiration of the rights of the United States under said Contract to pay royalty to the Government according to the terms of said Contract; or

(b) Being the holder of a claim, lien, or encumbrance against the land, hereby subordinates his claim, lien, or encumbrance in or against the land and in any production therefrom to the rights of the Government under the Contract with respect to royalty on production and liens to secure same.[4]

2. Undertakes and agrees that property in which the Government may acquire an interest or equity under the Contract may be dismantled, severed from the land, and removed as may be provided in the Contract; and the Government's interest and equity in such property shall be prior and superior to any adverse right or claim of the undersigned.

3. Represents and undertakes that there is no claim, lien, or encumbrance upon the undersigned's right, title, claim, or interest in or against the land other than the following: (If "none" insert the word "none". Do not leave blank.)

None

1/ Production from the land is not required, and in the absence of production there is no obligation to pay royalty to the Government.

2/ Either (a) insert the legal description of the land, or (b) strike out the words "as follows" and insert "in a lease /or contract, deed, or other document/ dated_____, and recorded in Book_____, Page____, official records of said county". If (b) is used, the book and page of recordation must be inserted above. If the space provided is insufficient, use an Annex and refer to the Annex in the space.

3/ Insert name exactly as it appears in the Application MME Form 40.

4/ Subparagraph 1(a) does not apply to the holder of a claim, lien, or encumbrance.

ALPHA MINERAL COMPANY
753 W. CREEKSIDE DRIVE
HOUSTON 24, TEXAS

4. Undertakes and agrees (a) neither to commit any act nor assert any claim in conflict with the provisions of this Agreement; and (b) to give advance notice of the Government's rights under this agreement to any subsequent transferee, mortgagee, encumbrancer, or lessee of any of the undersigned's right, title, claim, or interest in or against the land or any production therefrom, furnishing the Government with two true copies of such notice; and

5. Consents to all amendments (including an agreement of termination) and assignments of the Contract without notice thereof, and undertakes and agrees that this agreement shall extend and apply thereto.

6. Added provisions None. (State "None" or "See Annex No. ____".)

Dated this 5th day of February, 1962.

| | | | |
|---|---|---|---|
| LET | Lawrence E. Tatum (Seal) | Route 4, Benton, Arkansas | (Street) (City & State) |
| PT | Pearl Tatum | Route 4, Benton, Arkansas | (Street) |
| FMR | Fred M. Ramsey (Seal) | 911 Deonton St. Benton, Arkansas | (City & State) |
| VR | Vera M. Ramsey | 911 Denton St., Benton, Arkansas | (Street) |
| LHT | Leon H. Tatum (Seal) | Route 4, Benton, Arkansas | (City & State) |
| ET | Ercel Tatum | Route 4, Benton, Arkansas | (Street) |
| LT | Lissie Tatum Chambers (Seal) | 1711 Battery St., Little Rock, Arkansas | (City & State) |
| LL | Lerven L. Chambers | 1711 Battery St., Little Rock, Arkansas | (Street) |
| LR | Lizie Roberts (Seal) | Route 4, Benton, Arkansas | (City & State) |
| MER | Marvin E. Roberts | Route 4, Benton, Arkansas | (Street) |
| MLM | Mary Louise Matthews (Seal) | 109 North Street, Benton, Arkansas | (City & State) |
| BM | Bob Matthews | 109, North St., Benton, Ark. | |

I, _____ (Name), certify that I am the _____ (Title—Secretary, etc.) of the corporation named herein; that _____ (Name), who signed this agreement was then _____ (Title—Pres., Vice-Pres., etc.) of said corporation; that said agreement was duly signed for and in behalf of said corporation by authority of its governing body, and was within the scope of its corporate powers.

_____ (Corporate Seal)

INT.-DUP. SEC., WASH., D.C. 48694

ALPHA MINERAL COMPANY
753 W. CREEKSIDE DRIVE
HOUSTON 24, TEXAS

4. Undertakes and agrees (a) neither to commit any act nor assert any claim in conflict with the provisions of this Agreement; and (b) to give advance notice of the Government's rights under this agreement to any subsequent transferee, mortgagee, encumbrancer, or lessee of any of the undersigned's right, title, claim, or interest in or against the land or any production therefrom, furnishing the Government with two true copies of such notice; and

5. Consents to all amendments (including an agreement of termination) and assignments of the Contract without notice thereof, and undertakes and agrees that this agreement shall extend and apply thereto.

6. Added provisions None. (State "None" or "See Annex No.____".)

Dated this 15th day of November, 19 61.

| | | | |
|---|---|---|---|
| Moses Kidd | (Seal) | Route 4, Box 269<br>Benton, Arkansas | (Street)<br>(City &)<br>(State ) |
| Annie Kidd | (Seal) | Route 4, Box 269,<br>Benton, Arkansas | (Street)<br>(City &)<br>(State ) |
| | (Seal) | | (Street)<br>(City &)<br>(State ) |
| | (Seal) | | (Street)<br>(City &)<br>(State ) |
| | (Seal) | | (Street)<br>(City &)<br>(State ) |
| | (Seal) | | (Street)<br>(City &)<br>(State ) |

I, _____ (Name), certify that I am the _____ (Title—Secretary, etc.) of the corporation named herein; that _____ (Name), who signed this agreement was then _____ (Title—Pres., Vice-Pres., etc.) of said corporation; that said agreement was duly signed for and in behalf of said corporation by authority of its governing body, and was within the scope of its corporate powers.

_____
(Corporate Seal)

INT.-DUP. SEC., WASH., D.C. 48694

ALPHA MINERAL COMPANY
753 W. CREEKSIDE DRIVE
HOUSTON 24, TEXAS

MME Form 52
Jan. 1959

UNITED STATES
DEPARTMENT OF THE INTERIOR
OFFICE OF MINERALS EXPLORATION

| FOR GOVERNMENT USE ONLY |
|---|
| Operator |
| Docket No. OME – |
| Contract No. 14-23-090– |
| Contract Date |

LIEN AND SUBORDINATION AGREEMENTS[1]

To the United States of America:

That certain land in the County of Saline, State of Arkansas; described ~~XXXXXXXXXX~~[2] in a lease dated September 20, 1960 and recorded in Volume 1, page 382 of the Miscellaneous Records of said county,

hereinafter called the "land", is the subject of a proposed exploration contract, hereinafter called the "Contract", between the United States of America, hereinafter called the "Government" and

Alpha Mineral Company [3]

hereinafter called the "Operator". In consideration for and as an inducement to the Government executing the Contract, the undersigned:

1. (a) Being the owner of an interest in the land, hereby grants to the Government a lien upon all of his right, title, and interest in the land and upon any production of minerals therefrom to secure the payment to the Government of the royalty on production provided for by the Contract, and agrees if the Operator's interest should be surrendered or terminated at any time prior to the expiration of the rights of the United States under said Contract to pay royalty to the Government according to the terms of said Contract; or

(b) Being the holder of a claim, lien, or encumbrance against the land, hereby subordinates his claim, lien, or encumbrance in or against the land and in any production therefrom to the rights of the Government under the Contract with respect to royalty on production and liens to secure same.[4]

2. Undertakes and agrees that property in which the Government may acquire an interest or equity under the Contract may be dismantled, severed from the land, and removed as may be provided in the Contract; and the Government's interest and equity in such property shall be prior and superior to any adverse right or claim of the undersigned.

3. Represents and undertakes that there is no claim, lien, or encumbrance upon the undersigned's right, title, claim, or interest in or against the land other than the following: (If "none" insert the word "none". Do not leave blank.)

None

1/ Production from the land is not required, and in the absence of production there is no obligation to pay royalty to the Government.

2/ Either (a) insert the legal description of the land, or (b) strike out the words "as follows" and insert "in a lease /or contract, deed, or other document/ dated _____, and recorded in Book_____, Page____, official records of said county". If (b) is used, the book and page of recordation must be inserted above. If the space provided is insufficient, use an Annex and refer to the Annex in the space.

3/ Insert name exactly as it appears in the Application MME Form 40.

4/ Subparagraph 1(a) does not apply to the holder of a claim, lien, or encumbrance.

ALPHA MINERAL COMPANY
753 W. CREEKSIDE DRIVE
HOUSTON 24, TEXAS

4. Undertakes and agrees (a) neither to commit any act nor assert any claim in conflict with the provisions of this Agreement; and (b) to give advance notice of the Government's rights under this agreement to any subsequent transferee, mortgagee, encumbrancer, or lessee of any of the undersigned's right, title, claim, or interest in or against the land or any production therefrom, furnishing the Government with two true copies of such notice; and

5. Consents to all amendments (including an agreement of termination) and assignments of the Contract without notice thereof, and undertakes and agrees that this agreement shall extend and apply thereto.

6. Added provisions None. (State "None" or "See Annex No.____".)

Dated this 14th day of November, 19 61.

| | | |
|---|---|---|
| R A Davenport Sr (Seal) | Route 4, Box 165-A, | (Street) |
| | Benton, Arkansas | (City & State) |
| Essie Davenport (Seal) | Route 4, Box 165-A, | (Street) |
| | Benton, Arkansas | (City & State) |
| R A Davenport Sr (Seal) | Route 4, Box 165-A, | (Street) |
| | Benton, Arkansas. | (City & State) |
| Attorney-in-Fact for Irva Young, Coye Davenport, Margurett Davenport, J. H. Davenport, Elizabeth Davenport, Hattie Young, Halbert Davenport, Margaret Davenport, Sam Davenport, Anna Davenport, Anna Mae West, and Doris Baker. (Seal) | | (Street) |
| | | (City & State) |
| (Seal) | | (Street) |
| | | (City & State) |
| (Seal) | | (Street) |
| | | (City & State) |

I, _____ (Name), certify that I am the _____ (Title—Secretary, etc.) of the corporation named herein; that _____ (Name), who signed this agreement was then _____ (Title—Pres., Vice-Pres., etc.) of said corporation; that said agreement was duly signed for and in behalf of said corporation by authority of its governing body, and was within the scope of its corporate powers.

_____
(Corporate Seal)

INT.-DUP. SEC., WASH., D.C. 48694

ALPHA MINERAL COMPANY
753 W. CREEKSIDE DRIVE
HOUSTON 24, TEXAS

MME Form 52
Jan. 1959

UNITED STATES
DEPARTMENT OF THE INTERIOR
OFFICE OF MINERALS EXPLORATION

| FOR GOVERNMENT USE ONLY |
|---|
| Operator |
| Docket No. OME – |
| Contract No. 14-23-090 – |
| Contract Date |

LIEN AND SUBORDINATION AGREEMENTS 1/

To the United States of America:

That certain land in the County of Saline, State of Arkansas;

described ~~as follows~~: 2/ in a lease dated July 16, 1960, and recorded in Volume 1, page 352 in the Miscellaneous Records of said county,

hereinafter called the "land", is the subject of a proposed exploration contract, hereinafter called the "Contract", between the United States of America, hereinafter called the "Government" and

Alpha Mineral Company 3/

hereinafter called the "Operator". In consideration for and as an inducement to the Government executing the Contract, the undersigned:

1. (a) Being the owner of an interest in the land, hereby grants to the Government a lien upon all of his right, title, and interest in the land and upon any production of minerals therefrom to secure the payment to the Government of the royalty on production provided for by the Contract, and agrees if the Operator's interest should be surrendered or terminated at any time prior to the expiration of the rights of the United States under said Contract to pay royalty to the Government according to the terms of said Contract; or

(b) Being the holder of a claim, lien, or encumbrance against the land, hereby subordinates his claim, lien, or encumbrance in or against the land and in any production therefrom to the rights of the Government under the Contract with respect to royalty on production and liens to secure same. 4/

2. Undertakes and agrees that property in which the Government may acquire an interest or equity under the Contract may be dismantled, severed from the land, and removed as may be provided in the Contract; and the Government's interest and equity in such property shall be prior and superior to any adverse right or claim of the undersigned.

3. Represents and undertakes that there is no claim, lien, or encumbrance upon the undersigned's right, title, claim, or interest in or against the land other than the following: (If "none" insert the word "none". Do not leave blank.)

None.

1/ Production from the land is not required, and in the absence of production there is no obligation to pay royalty to the Government.

2/ Either (a) insert the legal description of the land, or (b) strike out the words "as follows" and insert "in a lease /or contract, deed, or other document/ dated_____, and recorded in Book_____, Page____, official records of said county". If (b) is used, the book and page of recordation must be inserted above. If the space provided is insufficient, use an Annex and refer to the Annex in the space.

3/ Insert name exactly as it appears in the Application MME Form 40.

4/ Subparagraph 1(a) does not apply to the holder of a claim, lien, or encumbrance.

ALPHA MINERAL COMPANY
753 W. CREEKSIDE DRIVE
HOUSTON 24, TEXAS

4. Undertakes and agrees (a) neither to commit any act nor assert any claim in conflict with the provisions of this Agreement; and (b) to give advance notice of the Government's rights under this agreement to any subsequent transferee, mortgagee, encumbrancer, or lessee of any of the undersigned's right, title, claim, or interest in or against the land or any production therefrom, furnishing the Government with two true copies of such notice; and

5. Consents to all amendments (including an agreement of termination) and assignments of the Contract without notice thereof, and undertakes and agrees that this agreement shall extend and apply thereto.

6. Added provisions ____ None. (State "None" or "See Annex No.____".)

Dated this 20th day of November, 19 61.

| | | |
|---|---|---|
| Annie Brooks (Seal) | 1005 Jackman | (Street) |
| | Benton, Arkansas | (City & State) |
| Bryan W. Brooks (Seal) | 1005 Jackman | (Street) |
| | Benton, Arkansas | (City & State) |
| _____ (Seal) | _____ | (Street) |
| | _____ | (City & State) |
| _____ (Seal) | _____ | (Street) |
| | _____ | (City & State) |
| _____ (Seal) | _____ | (Street) |
| | _____ | (City & State) |
| _____ (Seal) | _____ | (Street) |
| | _____ | (City & State) |

I, _____ (Name), certify that I am the _____ (Title—Secretary, etc.) of the corporation named herein; that _____ (Name), who signed this agreement was then _____ (Title—Pres., Vice-Pres., etc.) of said corporation; that said agreement was duly signed for and in behalf of said corporation by authority of its governing body, and was within the scope of its corporate powers.

_____ (Corporate Seal)

INT.-DUP. SEC., WASH., D.C. 40694

ALPHA MINERAL COMPANY
753 W. CREEKSIDE DRIVE
HOUSTON 24, TEXAS

MME Form 52
Jan. 1959

UNITED STATES
DEPARTMENT OF THE INTERIOR
OFFICE OF MINERALS EXPLORATION

| FOR GOVERNMENT USE ONLY |
|---|
| Operator |
| Docket No. OME – |
| Contract No. 14-23-090 – |
| Contract Date |

LIEN AND SUBORDINATION AGREEMENTS[1]

To the United States of America:

That certain land in the County of Saline, State of Arkansas;

described ~~as follows~~[2] in a lease dated July 27, 1960 and recorded in Volume 1, page 342 of the Miscellaneous Records of said county,

hereinafter called the "land", is the subject of a proposed exploration contract, hereinafter called the "Contract", between the United States of America, hereinafter called the "Government" and

Alpha Mineral Company[3]

hereinafter called the "Operator". In consideration for and as an inducement to the Government executing the Contract, the undersigned:

1. (a) Being the owner of an interest in the land, hereby grants to the Government a lien upon all of his right, title, and interest in the land and upon any production of minerals therefrom to secure the payment to the Government of the royalty on production provided for by the Contract, and agrees if the Operator's interest should be surrendered or terminated at any time prior to the expiration of the rights of the United States under said Contract to pay royalty to the Government according to the terms of said Contract; or

(b) Being the holder of a claim, lien, or encumbrance against the land, hereby subordinates his claim, lien, or encumbrance in or against the land and in any production therefrom to the rights of the Government under the Contract with respect to royalty on production and liens to secure same.[4]

2. Undertakes and agrees that property in which the Government may acquire an interest or equity under the Contract may be dismantled, severed from the land, and removed as may be provided in the Contract; and the Government's interest and equity in such property shall be prior and superior to any adverse right or claim of the undersigned.

3. Represents and undertakes that there is no claim, lien, or encumbrance upon the undersigned's right, title, claim, or interest in or against the land other than the following: (If "none" insert the word "none". Do not leave blank.)

None

1/ Production from the land is not required, and in the absence of production there is no obligation to pay royalty to the Government.

2/ Either (a) insert the legal description of the land, or (b) strike out the words "as follows" and insert "in a lease /or contract, deed, or other document/ dated _____, and recorded in Book _____, Page ____, official records of said county". If (b) is used, the book and page of recordation must be inserted above. If the space provided is insufficient, use an Annex and refer to the Annex in the space.

3/ Insert name exactly as it appears in the Application MME Form 40.

4/ Subparagraph 1(a) does not apply to the holder of a claim, lien, or encumbrance.

ALPHA MINERAL COMPANY
753 W. CREEKSIDE DRIVE
HOUSTON 24, TEXAS

4. Undertakes and agrees (a) neither to commit any act nor assert any claim in conflict with the provisions of this Agreement; and (b) to give advance notice of the Government's rights under this agreement to any subsequent transferee, mortgagee, encumbrancer, or lessee of any of the undersigned's right, title, claim, or interest in or against the land or any production therefrom, furnishing the Government with two true copies of such notice; and

5. Consents to all amendments (including an agreement of termination) and assignments of the Contract without notice thereof, and undertakes and agrees that this agreement shall extend and apply thereto.

6. Added provisions None. (State "None" or "See Annex No.____".)

Dated this 15th day of November, 19 61.

| | | | |
|---|---|---|---|
| W C McClendon | (Seal) | 1006 West Hazel<br>Benton, Arkansas | (Street)<br>(City & State) |
| Nannie McClendon | (Seal) | 1006 West Hazel,<br>Benton, Arkansas | (Street)<br>(City & State) |
| | (Seal) | | (Street)<br>(City & State) |
| | (Seal) | | (Street)<br>(City & State) |
| | (Seal) | | (Street)<br>(City & State) |
| | (Seal) | | (Street)<br>(City & State) |

I, _____ (Name), certify that I am the _____ (Title—Secretary, etc.) of the corporation named herein; that _____ (Name), who signed this agreement was then _____ (Title—Pres., Vice-Pres., etc.) of said corporation; that said agreement was duly signed for and in behalf of said corporation by authority of its governing body, and was within the scope of its corporate powers.

_____
(Corporate Seal)

INT.-DUP. SEC., WASH., D.C. 48694

ALPHA MINERAL COMPANY
753 W. CREEKSIDE DRIVE
HOUSTON 24, TEXAS

MME Form 52
Jan. 1959

UNITED STATES
DEPARTMENT OF THE INTERIOR
OFFICE OF MINERALS EXPLORATION

| FOR GOVERNMENT USE ONLY |
|---|
| Operator |
| Docket No. OME – |
| Contract No. 14-23-090– |
| Contract Date |

LIEN AND SUBORDINATION AGREEMENTS 1/

To the United States of America:

That certain land in the County of Saline, State of Arkansas;

described as follows: 2/ The W/2 of the NE/4 of the SE/4 of Sec. 30, T2S, R14W, Saline County, Arkansas, and containing 20 acres of land, more or less, and the N/2 of the NE/4 of Sec. 36, T2S, R15W except the SW/4 of the NW/4 of the NE/4 of said Sec. 36, and containing 70 acres of land, more or less, Saline County, Arkansas,

hereinafter called the "land", is the subject of a proposed exploration contract, hereinafter called the "Contract", between the United States of America, hereinafter called the "Government" and

Alpha Mineral Company 3/

hereinafter called the "Operator". In consideration for and as an inducement to the Government executing the Contract, the undersigned:

1. (a) Being the owner of an interest in the land, hereby grants to the Government a lien upon all of his right, title, and interest in the land and upon any production of minerals therefrom to secure the payment to the Government of the royalty on production provided for by the Contract, and agrees if the Operator's interest should be surrendered or terminated at any time prior to the expiration of the rights of the United States under said Contract to pay royalty to the Government according to the terms of said Contract; or

(b) Being the holder of a claim, lien, or encumbrance against the land, hereby subordinates his claim, lien, or encumbrance in or against the land and in any production therefrom to the rights of the Government under the Contract with respect to royalty on production and liens to secure same. 4/

2. Undertakes and agrees that property in which the Government may acquire an interest or equity under the Contract may be dismantled, severed from the land, and removed as may be provided in the Contract; and the Government's interest and equity in such property shall be prior and superior to any adverse right or claim of the undersigned.

3. Represents and undertakes that there is no claim, lien, or encumbrance upon the undersigned's right, title, claim, or interest in or against the land other than the following: (If "none" insert the word "none". Do not leave blank.)

None

1/ Production from the land is not required, and in the absence of production there is no obligation to pay royalty to the Government.

2/ Either (a) insert the legal description of the land, or (b) strike out the words "as follows" and insert "in a lease /or contract, deed, or other document/ dated _____, and recorded in Book _____, Page ____, official records of said county". If (b) is used, the book and page of recordation must be inserted above. If the space provided is insufficient, use an Annex and refer to the Annex in the space.

3/ Insert name exactly as it appears in the Application MME Form 40.

4/ Subparagraph 1(a) does not apply to the holder of a claim, lien, or encumbrance.

ALPHA MINERAL COMPANY
753 W. CREEKSIDE DRIVE
HOUSTON 24, TEXAS

4. Undertakes and agrees (a) neither to commit any act nor assert any claim in conflict with the provisions of this Agreement; and (b) to give advance notice of the Government's rights under this agreement to any subsequent transferee, mortgagee, encumbrancer, or lessee of any of the undersigned's right, title, claim, or interest in or against the land or any production therefrom, furnishing the Government with two true copies of such notice; and

5. Consents to all amendments (including an agreement of termination) and assignments of the Contract without notice thereof, and undertakes and agrees that this agreement shall extend and apply thereto.

6. Added provisions None. (State "None" or "See Annex No. ____".)

Dated this 5th day of February, 19 62.

| | | | |
|---|---|---|---|
| LET | Lawrence E Tatum (Seal) | Route 4, Benton, Arkansas | (Street) (City & State) |
| PT | Pearl Tatum | Route 4, Benton, Arkansas | (Street) |
| FMR | Fred M. Ramsey (Seal) | 911 Deonton St. Benton, Arkansas | (City & State) |
| VR | Vera M. Ramsey | 911 Denton St., Benton, Arkansas | (Street) |
| LHT | Leon H Tatum (Seal) | Route 4, Benton, Arkansas | (City & State) |
| ET | Ercel Tatum | Route 4, Benton, Arkansas | (Street) |
| LTC | Lissie Tatum Chambers (Seal) | 1711 Battery St., Little Rock, Arkansas | (City & State) |
| LLC | Lerven L Chambers | 1711 Battery St., Little Rock, Arkansas | (Street) |
| LR | Lyle Roberts (Seal) | Route 4, Benton, Arkansas | (City & State) |
| MER | Marvley E Roberts | Route 4, Benton, Arkansas | (Street) |
| MLM | Mary Lucie Matthews (Seal) | 109 North Street, Benton, Arkansas | (City & State) |
| BM | Bob Matthews | 109, North St., Benton, Ark. | |

I, _____ (Name), certify that I am the _____ (Title—Secretary, etc.) of the corporation named herein; that _____ (Name), who signed this agreement was then _____ (Title—Pres., Vice-Pres., etc.) of said corporation; that said agreement was duly signed for and in behalf of said corporation by authority of its governing body, and was within the scope of its corporate powers.

_____ (Corporate Seal)

INT.-DUP. SEC., WASH., D.C. 48694
ALPHA MINERAL CO.
753 W. CREEKSIDE DRIVE
HOUSTON 24, TEXAS

15

MME Form 52
Jan. 1959

UNITED STATES
DEPARTMENT OF THE INTERIOR
OFFICE OF MINERALS EXPLORATION

| FOR GOVERNMENT USE ONLY |
|---|
| Operator |
| Docket No. OME – |
| Contract No. 14-23-090– |
| Contract Date |

LIEN AND SUBORDINATION AGREEMENTS 1/

To the United States of America:

That certain land in the County of Saline, State of Arkansas;

described as follows: 2/ That part of the NW/4 of the SW/4 of Bauxite Road in Sec. 29 and the E/2 of the NW/4 of the SE/4 of Sec. 30, all in T2S, R14W, less and except that part of the E/2 of the NE/4 of the SW/4 of Sec. 29 lying West of State Highway No. 35,

hereinafter called the "land", is the subject of a proposed exploration contract, hereinafter called the "Contract", between the United States of America, hereinafter called the "Government" and

Alpha Mineral Company 3/

hereinafter called the "Operator". In consideration for and as an inducement to the Government executing the Contract, the undersigned:

1. (a) Being the owner of an interest in the land, hereby grants to the Government a lien upon all of his right, title, and interest in the land and upon any production of minerals therefrom to secure the payment to the Government of the royalty on production provided for by the Contract, and agrees if the Operator's interest should be surrendered or terminated at any time prior to the expiration of the rights of the United States under said Contract to pay royalty to the Government according to the terms of said Contract; or

(b) Being the holder of a claim, lien, or encumbrance against the land, hereby subordinates his claim, lien, or encumbrance in or against the land and in any production therefrom to the rights of the Government under the Contract with respect to royalty on production and liens to secure same. 4/

2. Undertakes and agrees that property in which the Government may acquire an interest or equity under the Contract may be dismantled, severed from the land, and removed as may be provided in the Contract; and the Government's interest and equity in such property shall be prior and superior to any adverse right or claim of the undersigned.

3. Represents and undertakes that there is no claim, lien, or encumbrance upon the undersigned's right, title, claim, or interest in or against the land other than the following: (If "none" insert the word "none". Do not leave blank.)

None

1/ Production from the land is not required, and in the absence of production there is no obligation to pay royalty to the Government.

2/ Either (a) insert the legal description of the land, or (b) strike out the words "as follows" and insert "in a lease /or contract, deed, or other document/ dated _____, and recorded in Book _____, Page ____, official records of said county". If (b) is used, the book and page of recordation must be inserted above. If the space provided is insufficient, use an Annex and refer to the Annex in the space.

3/ Insert name exactly as it appears in the Application MME Form 40.

4/ Subparagraph 1(a) does not apply to the holder of a claim, lien, or encumbrance.

ALPHA MINERAL COMPANY
753 W. CREEKSIDE DRIVE
HOUSTON 24, TEXAS

4. Undertakes and agrees (a) neither to commit any act nor assert any claim in conflict with the provisions of this Agreement; and (b) to give advance notice of the Government's rights under this agreement to any subsequent transferee, mortgagee, encumbrancer, or lessee of any of the undersigned's right, title, claim, or interest in or against the land or any production therefrom, furnishing the Government with two true copies of such notice; and

5. Consents to all amendments (including an agreement of termination) and assignments of the Contract without notice thereof, and undertakes and agrees that this agreement shall extend and apply thereto.

6. Added provisions None. (State "None" or "See Annex No. ____".)

Dated this 15th day of November, 19 61.

| | | | |
|---|---|---|---|
| Moses Kidd | (Seal) | Route 4, Box 269<br>Benton, Arkansas | (Street)<br>(City & State) |
| Annie Kidd | (Seal) | Route 4, Box 269,<br>Benton, Arkansas | (Street)<br>(City & State) |
| | (Seal) | | (Street)<br>(City & State) |
| | (Seal) | | (Street)<br>(City & State) |
| | (Seal) | | (Street)<br>(City & State) |
| | (Seal) | | (Street)<br>(City & State) |

I, _____ (Name), certify that I am the _____ (Title—Secretary, etc.) of the corporation named herein; that _____ (Name), who signed this agreement was then _____ (Title—Pres., Vice-Pres., etc.) of said corporation; that said agreement was duly signed for and in behalf of said corporation by authority of its governing body, and was within the scope of its corporate powers.

_____ (Corporate Seal)

INT.-DUP. SEC., WASH., D.C. 48694

ALPHA MINERAL COMPANY
753 W. CREEKSIDE DRIVE
HOUSTON 24, TEXAS

MME Form 52
Jan. 1959

UNITED STATES
DEPARTMENT OF THE INTERIOR
OFFICE OF MINERALS EXPLORATION

| FOR GOVERNMENT USE ONLY |
|---|
| Operator |
| Docket No. OME – |
| Contract No. 14-23-090– |
| Contract Date |

LIEN AND SUBORDINATION AGREEMENTS 1/

To the United States of America:

That certain land in the County of Saline, State of Arkansas;

described ~~XXXXXXXXXX~~ 2/ in a lease dated September 20, 1960 and recorded in Volume 1, page 382 of the Miscellaneous Records of said county,

hereinafter called the "land", is the subject of a proposed exploration contract, hereinafter called the "Contract", between the United States of America, hereinafter called the "Government" and

Alpha Mineral Company 3/

hereinafter called the "Operator". In consideration for and as an inducement to the Government executing the Contract, the undersigned:

1. (a) Being the owner of an interest in the land, hereby grants to the Government a lien upon all of his right, title, and interest in the land and upon any production of minerals therefrom to secure the payment to the Government of the royalty on production provided for by the Contract, and agrees if the Operator's interest should be surrendered or terminated at any time prior to the expiration of the rights of the United States under said Contract to pay royalty to the Government according to the terms of said Contract; or

(b) Being the holder of a claim, lien, or encumbrance against the land, hereby subordinates his claim, lien, or encumbrance in or against the land and in any production therefrom to the rights of the Government under the Contract with respect to royalty on production and liens to secure same. 4/

2. Undertakes and agrees that property in which the Government may acquire an interest or equity under the Contract may be dismantled, severed from the land, and removed as may be provided in the Contract; and the Government's interest and equity in such property shall be prior and superior to any adverse right or claim of the undersigned.

3. Represents and undertakes that there is no claim, lien, or encumbrance upon the undersigned's right, title, claim, or interest in or against the land other than the following: (If "none" insert the word "none". Do not leave blank.)

None

1/ Production from the land is not required, and in the absence of production there is no obligation to pay royalty to the Government.

2/ Either (a) insert the legal description of the land, or (b) strike out the words "as follows" and insert "in a lease [or contract, deed, or other document] dated _____, and recorded in Book _____, Page ____, official records of said county". If (b) is used, the book and page of recordation must be inserted above. If the space provided is insufficient, use an Annex and refer to the Annex in the space.

3/ Insert name exactly as it appears in the Application MME Form 40.

4/ Subparagraph 1(a) does not apply to the holder of a claim, lien, or encumbrance.

ALPHA MINERAL COMPANY
753 W. CREEKSIDE DRIVE
HOUSTON 24, TEXAS

4. Undertakes and agrees (a) neither to commit any act nor assert any claim in conflict with the provisions of this Agreement; and (b) to give advance notice of the Government's rights under this agreement to any subsequent transferee, mortgagee, encumbrancer, or lessee of any of the undersigned's right, title, claim, or interest in or against the land or any production therefrom, furnishing the Government with two true copies of such notice; and

5. Consents to all amendments (including an agreement of termination) and assignments of the Contract without notice thereof, and undertakes and agrees that this agreement shall extend and apply thereto.

6. Added provisions None. (State "None" or "See Annex No. ____".)

Dated this 14th day of November, 1961.

| | | |
|---|---|---|
| R A Davenport Sr (Seal) | Route 4, Box 165-A, | (Street) |
| | Benton, Arkansas | (City & State) |
| Essie Davenport (Seal) | Route 4, Box 165-A, | (Street) |
| | Benton, Arkansas | (City & State) |
| R A Davenport Sr (Seal) | Route 4, Box 165-A, | (Street) |
| | Benton, Arkansas. | (City & State) |
| Attorney-in-Fact for Irva Young, Coye Davenport, Margurett Davenport, J. H. Davenport, Elizabeth Davenport, Hattie Young, Halbert Davenport, Margaret Davenport, Sam Davenport, Anna Davenport, Anna Mae West, and Doris Baker. (Seal) | | (Street) |
| | | (City & State) |
| (Seal) | | (Street) |
| | | (City & State) |
| (Seal) | | (Street) |
| | | (City & State) |

I, _____ (Name), certify that I am the _____ (Title—Secretary, etc.) of the corporation named herein; that _____ (Name), who signed this agreement was then _____ (Title—Pres., Vice-Pres., etc.) of said corporation; that said agreement was duly signed for and in behalf of said corporation by authority of its governing body, and was within the scope of its corporate powers.

_____ (Corporate Seal)

INT.-DUP. SEC., WASH., D.C. 48694

ALPHA MINERAL COMPANY
753 W. CREEKSIDE DRIVE
HOUSTON 24, TEXAS

MME Form 52
Jan. 1959

UNITED STATES
DEPARTMENT OF THE INTERIOR
OFFICE OF MINERALS EXPLORATION

| FOR GOVERNMENT USE ONLY |
|---|
| Operator |
| Docket No. OME – |
| Contract No. 14-23-090– |
| Contract Date |

LIEN AND SUBORDINATION AGREEMENTS 1/

To the United States of America:

That certain land in the County of Saline, State of Arkansas;

described ~~as follows~~: 2/ in a lease dated July 16, 1960, and recorded in Volume 1, page 352 in the Miscellaneous Records of said county,

hereinafter called the "land", is the subject of a proposed exploration contract, hereinafter called the "Contract", between the United States of America, hereinafter called the "Government" and

Alpha Mineral Company 3/

hereinafter called the "Operator". In consideration for and as an inducement to the Government executing the Contract, the undersigned:

1. (a) Being the owner of an interest in the land, hereby grants to the Government a lien upon all of his right, title, and interest in the land and upon any production of minerals therefrom to secure the payment to the Government of the royalty on production provided for by the Contract, and agrees if the Operator's interest should be surrendered or terminated at any time prior to the expiration of the rights of the United States under said Contract to pay royalty to the Government according to the terms of said Contract; or

(b) Being the holder of a claim, lien, or encumbrance against the land, hereby subordinates his claim, lien, or encumbrance in or against the land and in any production therefrom to the rights of the Government under the Contract with respect to royalty on production and liens to secure same. 4/

2. Undertakes and agrees that property in which the Government may acquire an interest or equity under the Contract may be dismantled, severed from the land, and removed as may be provided in the Contract; and the Government's interest and equity in such property shall be prior and superior to any adverse right or claim of the undersigned.

3. Represents and undertakes that there is no claim, lien, or encumbrance upon the undersigned's right, title, claim, or interest in or against the land other than the following: (If "none" insert the word "none". Do not leave blank.)

None.

1/ Production from the land is not required, and in the absence of production there is no obligation to pay royalty to the Government.

2/ Either (a) insert the legal description of the land, or (b) strike out the words "as follows" and insert "in a lease /or contract, deed, or other document/ dated _____, and recorded in Book _____, Page ____, official records of said county". If (b) is used, the book and page of recordation must be inserted above. If the space provided is insufficient, use an Annex and refer to the Annex in the space.

3/ Insert name exactly as it appears in the Application MME Form 40.

4/ Subparagraph 1(a) does not apply to the holder of a claim, lien, or encumbrance.

ALPHA MINERAL COMPANY
753 W. CREEKSIDE DRIVE
HOUSTON 24, TEXAS

4. Undertakes and agrees (a) neither to commit any act nor assert any claim in conflict with the provisions of this Agreement; and (b) to give advance notice of the Government's rights under this agreement to any subsequent transferee, mortgagee, encumbrancer, or lessee of any of the undersigned's right, title, claim, or interest in or against the land or any production therefrom, furnishing the Government with two true copies of such notice; and

5. Consents to all amendments (including an agreement of termination) and assignments of the Contract without notice thereof, and undertakes and agrees that this agreement shall extend and apply thereto.

6. Added provisions ____ None. (State "None" or "See Annex No.____".)

Dated this 20th day of November, 19 61.

| | | |
|---|---|---|
| Annie Brooks (Seal) | 1005 Jackman (Street)<br>Benton, Arkansas (City & State) | |
| Bryan W. Brooks (Seal) | 1005 Jackman (Street)<br>Benton, Arkansas (City & State) | |
| _____ (Seal) | _____ (Street)<br>_____ (City & State) | |
| _____ (Seal) | _____ (Street)<br>_____ (City & State) | |
| _____ (Seal) | _____ (Street)<br>_____ (City & State) | |
| _____ (Seal) | _____ (Street)<br>_____ (City & State) | |

I, _____ (Name), certify that I am the _____ (Title—Secretary, etc.) of the corporation named herein; that _____ (Name), who signed this agreement was then _____ (Title—Pres., Vice-Pres., etc.) of said corporation; that said agreement was duly signed for and in behalf of said corporation by authority of its governing body, and was within the scope of its corporate powers.

_____ (Corporate Seal)

INT.-DUP. SEC., WASH., D.C. 48694

ALPHA MINERAL CO.
753 W. CREEKSIDE DRIVE
HOUSTON 24, TEXAS

MME Form 52
Jan. 1959

UNITED STATES
DEPARTMENT OF THE INTERIOR
OFFICE OF MINERALS EXPLORATION

| FOR GOVERNMENT USE ONLY |
|---|
| Operator |
| Docket No. OME – |
| Contract No. 14-23-090– |
| Contract Date |

LIEN AND SUBORDINATION AGREEMENTS[1]

To the United States of America:

That certain land in the County of Saline, State of Arkansas;

described ~~as follows~~[2] in a lease dated July 27, 1960 and recorded in Volume 1, page 342 of the Miscellaneous Records of said county,

hereinafter called the "land", is the subject of a proposed exploration contract, hereinafter called the "Contract", between the United States of America, hereinafter called the "Government" and

Alpha Mineral Company[3],

hereinafter called the "Operator". In consideration for and as an inducement to the Government executing the Contract, the undersigned:

1. (a) Being the owner of an interest in the land, hereby grants to the Government a lien upon all of his right, title, and interest in the land and upon any production of minerals therefrom to secure the payment to the Government of the royalty on production provided for by the Contract, and agrees if the Operator's interest should be surrendered or terminated at any time prior to the expiration of the rights of the United States under said Contract to pay royalty to the Government according to the terms of said Contract; or

(b) Being the holder of a claim, lien, or encumbrance against the land, hereby subordinates his claim, lien, or encumbrance in or against the land and in any production therefrom to the rights of the Government under the Contract with respect to royalty on production and liens to secure same.[4]

2. Undertakes and agrees that property in which the Government may acquire an interest or equity under the Contract may be dismantled, severed from the land, and removed as may be provided in the Contract; and the Government's interest and equity in such property shall be prior and superior to any adverse right or claim of the undersigned.

3. Represents and undertakes that there is no claim, lien, or encumbrance upon the undersigned's right, title, claim, or interest in or against the land other than the following: (If "none" insert the word "none". Do not leave blank.)

None

1/ Production from the land is not required, and in the absence of production there is no obligation to pay royalty to the Government.

2/ Either (a) insert the legal description of the land, or (b) strike out the words "as follows" and insert "in a lease /or contract, deed, or other document/ dated_____, and recorded in Book_____, Page____, official records of said county". If (b) is used, the book and page of recordation must be inserted above. If the space provided is insufficient, use an Annex and refer to the Annex in the space.

3/ Insert name exactly as it appears in the Application MME Form 40.

4/ Subparagraph 1(a) does not apply to the holder of a claim, lien, or encumbrance.

ALPHA MINERAL CO
785 W. CREEKSIDE DRIVE
HOUSTON 24, TEXAS

4. Undertakes and agrees (a) neither to commit any act nor assert any claim in conflict with the provisions of this Agreement; and (b) to give advance notice of the Government's rights under this agreement to any subsequent transferee, mortgagee, encumbrancer, or lessee of any of the undersigned's right, title, claim, or interest in or against the land or any production therefrom, furnishing the Government with two true copies of such notice; and

5. Consents to all amendments (including an agreement of termination) and assignments of the Contract without notice thereof, and undertakes and agrees that this agreement shall extend and apply thereto.

6. Added provisions ____ None. ____ (State "None" or "See Annex No.____".)

Dated this 15th day of November, 19 61.

| | | |
|---|---|---|
| W Cary C Clendon (Seal) | 1006 West Hazel | (Street) |
| | Benton, Arkansas | (City & State) |
| Nannie McClendon (Seal) | 1006 West Hazel, | (Street) |
| | Benton, Arkansas | (City & State) |
| _____ (Seal) | _____ | (Street) |
| | _____ | (City & State) |
| _____ (Seal) | _____ | (Street) |
| | _____ | (City & State) |
| _____ (Seal) | _____ | (Street) |
| | _____ | (City & State) |
| _____ (Seal) | _____ | (Street) |
| | _____ | (City & State) |

I, _____ (Name), certify that I am the _____ (Title—Secretary, etc.) of the corporation named herein; that _____ (Name), who signed this agreement was then _____ (Title—Pres., Vice-Pres., etc.) of said corporation; that said agreement was duly signed for and in behalf of said corporation by authority of its governing body, and was within the scope of its corporate powers.

_____ (Corporate Seal)

INT.-DUP. SEC., WASH., D.C. 48694

ALPHA MINERAL COMPANY
753 W. CREEKSIDE DRIVE
HOUSTON 24, TEXAS

MME Form 52
Jan. 1959

UNITED STATES
DEPARTMENT OF THE INTERIOR
OFFICE OF MINERALS EXPLORATION

| FOR GOVERNMENT USE ONLY |
|---|
| Operator |
| Docket No. OME – |
| Contract No. 14-23-090– |
| Contract Date |

LIEN AND SUBORDINATION AGREEMENTS[1]

To the United States of America:

That certain land in the County of Saline, State of Arkansas;

described as follows:[2] The W/2 of the NE/4 of the SE/4 of Sec. 30, T2S, R14W, Saline County, Arkansas, and containing 20 acres of land, more or less, and the N/2 of the NE/4 of Sec. 36, T2S, R15W except the SW/4 of the NW/4 of the NE/4 of said Sec. 36, and containing 70 acres of land, more or less, Saline County, Arkansas,

hereinafter called the "land", is the subject of a proposed exploration contract, hereinafter called the "Contract", between the United States of America, hereinafter called the "Government" and

Alpha Mineral Company [3]

hereinafter called the "Operator". In consideration for and as an inducement to the Government executing the Contract, the undersigned:

1. (a) Being the owner of an interest in the land, hereby grants to the Government a lien upon all of his right, title, and interest in the land and upon any production of minerals therefrom to secure the payment to the Government of the royalty on production provided for by the Contract, and agrees if the Operator's interest should be surrendered or terminated at any time prior to the expiration of the rights of the United States under said Contract to pay royalty to the Government according to the terms of said Contract; or

(b) Being the holder of a claim, lien, or encumbrance against the land, hereby subordinates his claim, lien, or encumbrance in or against the land and in any production therefrom to the rights of the Government under the Contract with respect to royalty on production and liens to secure same.[4]

2. Undertakes and agrees that property in which the Government may acquire an interest or equity under the Contract may be dismantled, severed from the land, and removed as may be provided in the Contract; and the Government's interest and equity in such property shall be prior and superior to any adverse right or claim of the undersigned.

3. Represents and undertakes that there is no claim, lien, or encumbrance upon the undersigned's right, title, claim, or interest in or against the land other than the following: (If "none" insert the word "none". Do not leave blank.)

None

1/ Production from the land is not required, and in the absence of production there is no obligation to pay royalty to the Government.

2/ Either (a) insert the legal description of the land, or (b) strike out the words "as follows" and insert "in a lease /or contract, deed, or other document/ dated_____, and recorded in Book_____, Page____, official records of said county". If (b) is used, the book and page of recordation must be inserted above. If the space provided is insufficient, use an Annex and refer to the Annex in the space.

3/ Insert name exactly as it appears in the Application MME Form 40.

4/ Subparagraph 1(a) does not apply to the holder of a claim, lien, or encumbrance.

ALPHA MINERAL
753 W. CREEKSIDE DRIVE
HOUSTON 24, TEXAS

4. Undertakes and agrees (a) neither to commit any act nor assert any claim in conflict with the provisions of this Agreement; and (b) to give advance notice of the Government's rights under this agreement to any subsequent transferee, mortgagee, encumbrancer, or lessee of any of the undersigned's right, title, claim, or interest in or against the land or any production therefrom, furnishing the Government with two true copies of such notice; and

5. Consents to all amendments (including an agreement of termination) and assignments of the Contract without notice thereof, and undertakes and agrees that this agreement shall extend and apply thereto.

6. Added provisions None. (State "None" or "See Annex No.____".)

Dated this 5th day of February, 19 62.

| | | | |
|---|---|---|---|
| LET | Lawrence E. Tatum (Seal) | Route 4, Benton, Arkansas | (Street) (City & State) |
| PT | Pearl Tatum | Route 4, Benton, Arkansas | (Street) |
| FMR | Fred M. Ramsey (Seal) | 911 Deonton St. Benton, Arkansas | (City & State) |
| VR | Vera M. Ramsey | 911 Denton St., Benton, Arkansas | (Street) |
| LHT | Leon H. Tatum (Seal) | Route 4, Benton, Arkansas | (City & State) |
| ET | Ercel Tatum | Route 4, Benton, Arkansas | (Street) |
| LTC | Lissie Tatum Chambers (Seal) | 1711 Battery St., Little Rock, Arkansas | (City & State) |
| LLC | Lerven L. Chambers | 1711 Battery St., Little Rock, Arkansas | (Street) |
| LR | Lyle Roberts (Seal) | Route 4, Benton, Arkansas | (City & State) |
| MER | Manley E. Roberts | Route 4, Benton, Arkansas | (Street) |
| MLM | Mary Louise Matthews (Seal) | 109 North Street, Benton, Arkansas | (City & State) |
| BM | Bob Matthews | 109, North St., Benton, Ark. | |

I, _____ (Name), certify that I am the _____ (Title—Secretary, etc.) of the corporation named herein; that _____ (Name), who signed this agreement was then _____ (Title—Pres., Vice-Pres., etc.) of said corporation; that said agreement was duly signed for and in behalf of said corporation by authority of its governing body, and was within the scope of its corporate powers.

_____ (Corporate Seal)

INT.-DUP. SEC., WASH., D.C. 48694

ALPHA MINERAL COMPANY
753 W. CREEKSIDE DRIVE
HOUSTON 24, TEXAS

15

MME Form 52
Jan. 1959

UNITED STATES
DEPARTMENT OF THE INTERIOR
OFFICE OF MINERALS EXPLORATION

| FOR GOVERNMENT USE ONLY |
|---|
| Operator |
| Docket No. OME – |
| Contract No. 14-23-090 – |
| Contract Date |

LIEN AND SUBORDINATION AGREEMENTS 1/

To the United States of America:

That certain land in the County of Saline, State of Arkansas;

described as follows: 2/ That part of the NW/4 of the SW/4 of Bauxite Road in Sec. 29 and the E/2 of the NW/4 of the SE/4 of Sec. 30, all in T2S, R14W, less and except that part of the E/2 of the NE/4 of the SW/4 of Sec. 29 lying West of State Highway No. 35,

hereinafter called the "land", is the subject of a proposed exploration contract, hereinafter called the "Contract", between the United States of America, hereinafter called the "Government" and

Alpha Mineral Company 3/

hereinafter called the "Operator". In consideration for and as an inducement to the Government executing the Contract, the undersigned:

1. (a) Being the owner of an interest in the land, hereby grants to the Government a lien upon all of his right, title, and interest in the land and upon any production of minerals therefrom to secure the payment to the Government of the royalty on production provided for by the Contract, and agrees if the Operator's interest should be surrendered or terminated at any time prior to the expiration of the rights of the United States under said Contract to pay royalty to the Government according to the terms of said Contract; or

(b) Being the holder of a claim, lien, or encumbrance against the land, hereby subordinates his claim, lien, or encumbrance in or against the land and in any production therefrom to the rights of the Government under the Contract with respect to royalty on production and liens to secure same. 4/

2. Undertakes and agrees that property in which the Government may acquire an interest or equity under the Contract may be dismantled, severed from the land, and removed as may be provided in the Contract; and the Government's interest and equity in such property shall be prior and superior to any adverse right or claim of the undersigned.

3. Represents and undertakes that there is no claim, lien, or encumbrance upon the undersigned's right, title, claim, or interest in or against the land other than the following: (If "none" insert the word "none". Do not leave blank.)

None

1/ Production from the land is not required, and in the absence of production there is no obligation to pay royalty to the Government.

2/ Either (a) insert the legal description of the land, or (b) strike out the words "as follows" and insert "in a lease /or contract, deed, or other document/ dated _____, and recorded in Book _____, Page _____, official records of said county". If (b) is used, the book and page of recordation must be inserted above. If the space provided is insufficient, use an Annex and refer to the Annex in the space.

3/ Insert name exactly as it appears in the Application MME Form 40.

4/ Subparagraph 1(a) does not apply to the holder of a claim, lien, or encumbrance.

ALPHA MINERAL COMPANY
753 W. CREEKSIDE DRIVE
HOUSTON 24, TEXAS

4. Undertakes and agrees (a) neither to commit any act nor assert any claim in conflict with the provisions of this Agreement; and (b) to give advance notice of the Government's rights under this agreement to any subsequent transferee, mortgagee, encumbrancer, or lessee of any of the undersigned's right, title, claim, or interest in or against the land or any production therefrom, furnishing the Government with two true copies of such notice; and

5. Consents to all amendments (including an agreement of termination) and assignments of the Contract without notice thereof, and undertakes and agrees that this agreement shall extend and apply thereto.

6. Added provisions None. (State "None" or "See Annex No. ____".)

Dated this 15th day of November, 19 61.

| | | | |
|---|---|---|---|
| Moses Kidd | (Seal) | Route 4, Box 269 | (Street) |
| | | Benton, Arkansas | (City & State) |
| Annie Kidd | (Seal) | Route 4, Box 269, | (Street) |
| | | Benton, Arkansas | (City & State) |
| | (Seal) | | (Street) |
| | | | (City & State) |
| | (Seal) | | (Street) |
| | | | (City & State) |
| | (Seal) | | (Street) |
| | | | (City & State) |
| | (Seal) | | (Street) |
| | | | (City & State) |

I, _____ (Name), certify that I am the _____ (Title—Secretary, etc.) of the corporation named herein; that _____ (Name), who signed this agreement was then _____ (Title—Pres., Vice-Pres., etc.) of said corporation; that said agreement was duly signed for and in behalf of said corporation by authority of its governing body, and was within the scope of its corporate powers.

_____ (Corporate Seal)

INT.-DUP. SEC., WASH., D.C. 48694

**ALPHA MINERAL COMPANY**
**753 W. CREEKSIDE DRIVE**
**HOUSTON 24, TEXAS**

MME Form 52
Jan. 1959

UNITED STATES
DEPARTMENT OF THE INTERIOR
OFFICE OF MINERALS EXPLORATION

| FOR GOVERNMENT USE ONLY |
|---|
| Operator |
| Docket No. OME – |
| Contract No. 14-23-090– |
| Contract Date |

LIEN AND SUBORDINATION AGREEMENTS 1/

To the United States of America:

That certain land in the County of Saline, State of Arkansas;

described ~~XXXXXXXXXX~~ 2/ in a lease dated September 20, 1960 and recorded in Volume 1, page 382 of the Miscellaneous Records of said county,

hereinafter called the "land", is the subject of a proposed exploration contract, hereinafter called the "Contract", between the United States of America, hereinafter called the "Government" and

Alpha Mineral Company 3/

hereinafter called the "Operator". In consideration for and as an inducement to the Government executing the Contract, the undersigned:

1. (a) Being the owner of an interest in the land, hereby grants to the Government a lien upon all of his right, title, and interest in the land and upon any production of minerals therefrom to secure the payment to the Government of the royalty on production provided for by the Contract, and agrees if the Operator's interest should be surrendered or terminated at any time prior to the expiration of the rights of the United States under said Contract to pay royalty to the Government according to the terms of said Contract; or

(b) Being the holder of a claim, lien, or encumbrance against the land, hereby subordinates his claim, lien, or encumbrance in or against the land and in any production therefrom to the rights of the Government under the Contract with respect to royalty on production and liens to secure same. 4/

2. Undertakes and agrees that property in which the Government may acquire an interest or equity under the Contract may be dismantled, severed from the land, and removed as may be provided in the Contract; and the Government's interest and equity in such property shall be prior and superior to any adverse right or claim of the undersigned.

3. Represents and undertakes that there is no claim, lien, or encumbrance upon the undersigned's right, title, claim, or interest in or against the land other than the following: (If "none" insert the word "none". Do not leave blank.)

None

1/ Production from the land is not required, and in the absence of production there is no obligation to pay royalty to the Government.

2/ Either (a) insert the legal description of the land, or (b) strike out the words "as follows" and insert "in a lease [or contract, deed, or other document] dated _____, and recorded in Book _____, Page ____, official records of said county". If (b) is used, the book and page of recordation must be inserted above. If the space provided is insufficient, use an Annex and refer to the Annex in the space.

3/ Insert name exactly as it appears in the Application MME Form 40.

4/ Subparagraph 1(a) does not apply to the holder of a claim, lien, or encumbrance.

ALPHA MINERAL COMPANY
753 W. CREEKSIDE DRIVE
HOUSTON 24, TEXAS

4. Undertakes and agrees (a) neither to commit any act nor assert any claim in conflict with the provisions of this Agreement; and (b) to give advance notice of the Government's rights under this agreement to any subsequent transferee, mortgagee, encumbrancer, or lessee of any of the undersigned's right, title, claim, or interest in or against the land or any production therefrom, furnishing the Government with two true copies of such notice; and

5. Consents to all amendments (including an agreement of termination) and assignments of the Contract without notice thereof, and undertakes and agrees that this agreement shall extend and apply thereto.

6. Added provisions None. (State "None" or "See Annex No.____".)

Dated this 14th day of November, 1961.

| | | |
|---|---|---|
| R A Davenport Sr (Seal) | Route 4, Box 165-A, | (Street) |
| | Benton, Arkansas | (City & State) |
| Ossie Davenport (Seal) | Route 4, Box 165-A, | (Street) |
| | Benton, Arkansas | (City & State) |
| R A Davenport Sr (Seal) | Route 4, Box 165-A, | (Street) |
| | Benton, Arkansas. | (City & State) |
| Attorney-in-Fact for Irva Young, Coye Davenport, Margurett Davenport, J. H. Davenport, Elizabeth Davenport, Hattie Young, Halbert Davenport, Margaret Davenport, Sam Davenport, Anna Davenport, Anna Mae West, and Doris Baker. (Seal) | | (Street) |
| | | (City & State) |
| (Seal) | | (Street) |
| | | (City & State) |
| (Seal) | | (Street) |
| | | (City & State) |

I, _____ (Name), certify that I am the _____ (Title—Secretary, etc.) of the corporation named herein; that _____ (Name), who signed this agreement was then _____ (Title—Pres., Vice-Pres., etc.) of said corporation; that said agreement was duly signed for and in behalf of said corporation by authority of its governing body, and was within the scope of its corporate powers.

_____ (Corporate Seal)

INT.-DUP. SEC., WASH., D.C. 48694

ALPHA MINERAL COMPANY
753 W. CREEKSIDE DRIVE
HOUSTON 24, TEXAS

MME Form 52
Jan. 1959

UNITED STATES
DEPARTMENT OF THE INTERIOR
OFFICE OF MINERALS EXPLORATION

| FOR GOVERNMENT USE ONLY |
|---|
| Operator |
| Docket No. OME – |
| Contract No. 14-23-090 – |
| Contract Date |

LIEN AND SUBORDINATION AGREEMENTS 1/

To the United States of America:

That certain land in the County of Saline, State of Arkansas;

described ~~as follows~~: 2/ in a lease dated July 16, 1960, and recorded in Volume 1, page 352 in the Miscellaneous Records of said county,

hereinafter called the "land", is the subject of a proposed exploration contract, hereinafter called the "Contract", between the United States of America, hereinafter called the "Government" and

Alpha Mineral Company 3/

hereinafter called the "Operator". In consideration for and as an inducement to the Government executing the Contract, the undersigned:

1. (a) Being the owner of an interest in the land, hereby grants to the Government a lien upon all of his right, title, and interest in the land and upon any production of minerals therefrom to secure the payment to the Government of the royalty on production provided for by the Contract, and agrees if the Operator's interest should be surrendered or terminated at any time prior to the expiration of the rights of the United States under said Contract to pay royalty to the Government according to the terms of said Contract; or

(b) Being the holder of a claim, lien, or encumbrance against the land, hereby subordinates his claim, lien, or encumbrance in or against the land and in any production therefrom to the rights of the Government under the Contract with respect to royalty on production and liens to secure same. 4/

2. Undertakes and agrees that property in which the Government may acquire an interest or equity under the Contract may be dismantled, severed from the land, and removed as may be provided in the Contract; and the Government's interest and equity in such property shall be prior and superior to any adverse right or claim of the undersigned.

3. Represents and undertakes that there is no claim, lien, or encumbrance upon the undersigned's right, title, claim, or interest in or against the land other than the following: (If "none" insert the word "none". Do not leave blank.)

None.

1/ Production from the land is not required, and in the absence of production there is no obligation to pay royalty to the Government.

2/ Either (a) insert the legal description of the land, or (b) strike out the words "as follows" and insert "in a lease /or contract, deed, or other document/ dated _____, and recorded in Book _____, Page ____, official records of said county". If (b) is used, the book and page of recordation must be inserted above. If the space provided is insufficient, use an Annex and refer to the Annex in the space.

3/ Insert name exactly as it appears in the Application MME Form 40.

4/ Subparagraph 1(a) does not apply to the holder of a claim, lien, or encumbrance.

ALPHA MINERAL COMPANY
753 W. CREEKSIDE DRIVE
HOUSTON 24, TEXAS

4. Undertakes and agrees (a) neither to commit any act nor assert any claim in conflict with the provisions of this Agreement; and (b) to give advance notice of the Government's rights under this agreement to any subsequent transferee, mortgagee, encumbrancer, or lessee of any of the undersigned's right, title, claim, or interest in or against the land or any production therefrom, furnishing the Government with two true copies of such notice; and

5. Consents to all amendments (including an agreement of termination) and assignments of the Contract without notice thereof, and undertakes and agrees that this agreement shall extend and apply thereto.

6. Added provisions None. (State "None" or "See Annex No.____".)

Dated this 20th day of November, 19 61.

| | | | |
|---|---|---|---|
| Bryan Brooks | (Seal) | 1005 Jackman<br>Benton, Arkansas | (Street)<br>(City & State) |
| Bryan Brooks | (Seal) | 1005 Jackman<br>Benton, Arkansas | (Street)<br>(City & State) |
| | (Seal) | | (Street)<br>(City & State) |
| | (Seal) | | (Street)<br>(City & State) |
| | (Seal) | | (Street)<br>(City & State) |
| | (Seal) | | (Street)<br>(City & State) |

I, _____ (Name), certify that I am the _____ (Title—Secretary, etc.) of the corporation named herein; that _____ (Name), who signed this agreement was then _____ (Title—Pres., Vice-Pres., etc.) of said corporation; that said agreement was duly signed for and in behalf of said corporation by authority of its governing body, and was within the scope of its corporate powers.

_____ (Corporate Seal)

INT.-DUP. SEC., WASH., D.C. 48694

ALPHA MINERAL COMPANY
753 W. CREEKSIDE DRIVE
HOUSTON 24, TEXAS

MME Form 52
Jan. 1959

UNITED STATES
DEPARTMENT OF THE INTERIOR
OFFICE OF MINERALS EXPLORATION

| FOR GOVERNMENT USE ONLY |
|---|
| Operator |
| Docket No. OME – |
| Contract No. 14-23-090 – |
| Contract Date |

LIEN AND SUBORDINATION AGREEMENTS 1/

To the United States of America:

That certain land in the County of Saline, State of Arkansas;

described ~~XXXXXXXXX~~ 2/ in a lease dated July 27, 1960 and recorded in Volume 1, page 342 of the Miscellaneous Records of said county,

hereinafter called the "land", is the subject of a proposed exploration contract, hereinafter called the "Contract", between the United States of America, hereinafter called the "Government" and

Alpha Mineral Company 3/

hereinafter called the "Operator". In consideration for and as an inducement to the Government executing the Contract, the undersigned:

1. (a) Being the owner of an interest in the land, hereby grants to the Government a lien upon all of his right, title, and interest in the land and upon any production of minerals therefrom to secure the payment to the Government of the royalty on production provided for by the Contract, and agrees if the Operator's interest should be surrendered or terminated at any time prior to the expiration of the rights of the United States under said Contract to pay royalty to the Government according to the terms of said Contract; or

(b) Being the holder of a claim, lien, or encumbrance against the land, hereby subordinates his claim, lien, or encumbrance in or against the land and in any production therefrom to the rights of the Government under the Contract with respect to royalty on production and liens to secure same. 4/

2. Undertakes and agrees that property in which the Government may acquire an interest or equity under the Contract may be dismantled, severed from the land, and removed as may be provided in the Contract; and the Government's interest and equity in such property shall be prior and superior to any adverse right or claim of the undersigned.

3. Represents and undertakes that there is no claim, lien, or encumbrance upon the undersigned's right, title, claim, or interest in or against the land other than the following: (If "none" insert the word "none". Do not leave blank.)

None

1/ Production from the land is not required, and in the absence of production there is no obligation to pay royalty to the Government.

2/ Either (a) insert the legal description of the land, or (b) strike out the words "as follows" and insert "in a lease /or contract, deed, or other document/ dated _____, and recorded in Book _____, Page ____, official records of said county". If (b) is used, the book and page of recordation must be inserted above. If the space provided is insufficient, use an Annex and refer to the Annex in the space.

3/ Insert name exactly as it appears in the Application MME Form 40.

4/ Subparagraph 1(a) does not apply to the holder of a claim, lien, or encumbrance.

ALPHA MINERAL COMPANY
753 W. CREEKSIDE DRIVE
HOUSTON 24, TEXAS

4. Undertakes and agrees (a) neither to commit any act nor assert any claim in conflict with the provisions of this Agreement; and (b) to give advance notice of the Government's rights under this agreement to any subsequent transferee, mortgagee, encumbrancer, or lessee of any of the undersigned's right, title, claim, or interest in or against the land or any production therefrom, furnishing the Government with two true copies of such notice; and

5. Consents to all amendments (including an agreement of termination) and assignments of the Contract without notice thereof, and undertakes and agrees that this agreement shall extend and apply thereto.

6. Added provisions None. (State "None" or "See Annex No. ____".)

Dated this 15th day of November, 19 61.

| | | |
|---|---|---|
| W C McC Clendon (Seal) | 1006 West Hazel (Street)<br>Benton, Arkansas (City & State) | |
| Nannie McClendon (Seal) | 1006 West Hazel, (Street)<br>Benton, Arkansas (City & State) | |
| _____ (Seal) | _____ (Street)<br>_____ (City & State) | |
| _____ (Seal) | _____ (Street)<br>_____ (City & State) | |
| _____ (Seal) | _____ (Street)<br>_____ (City & State) | |
| _____ (Seal) | _____ (Street)<br>_____ (City & State) | |

I, _____ (Name), certify that I am the _____ (Title—Secretary, etc.) of the corporation named herein; that _____ (Name), who signed this agreement was then _____ (Title—Pres., Vice-Pres., etc.) of said corporation; that said agreement was duly signed for and in behalf of said corporation by authority of its governing body, and was within the scope of its corporate powers.

_____ (Corporate Seal)

INT.-DUP. SEC., WASH., D.C. 48694

ALPHA MINERAL COMPANY
753 W. CREEKSIDE DRIVE
HOUSTON 24, TEXAS

MME Form 52
Jan. 1959

UNITED STATES
DEPARTMENT OF THE INTERIOR
OFFICE OF MINERALS EXPLORATION

| FOR GOVERNMENT USE ONLY |
|---|
| Operator |
| Docket No. OME – |
| Contract No. 14-23-090– |
| Contract Date |

LIEN AND SUBORDINATION AGREEMENTS[1]

To the United States of America:

That certain land in the County of Saline, State of Arkansas;

described as follows:[2] The W/2 of the NE/4 of the SE/4 of Sec. 30, T2S, R14W, Saline County, Arkansas, and containing 20 acres of land, more or less, and the N/2 of the NE/4 of Sec. 36, T2S, R15W except the SW/4 of the NW/4 of the NE/4 of said Sec. 36, and containing 70 acres of land, more or less, Saline County, Arkansas,

hereinafter called the "land", is the subject of a proposed exploration contract, hereinafter called the "Contract", between the United States of America, hereinafter called the "Government" and

Alpha Mineral Company[3]

hereinafter called the "Operator". In consideration for and as an inducement to the Government executing the Contract, the undersigned:

1. (a) Being the owner of an interest in the land, hereby grants to the Government a lien upon all of his right, title, and interest in the land and upon any production of minerals therefrom to secure the payment to the Government of the royalty on production provided for by the Contract, and agrees if the Operator's interest should be surrendered or terminated at any time prior to the expiration of the rights of the United States under said Contract to pay royalty to the Government according to the terms of said Contract; or

(b) Being the holder of a claim, lien, or encumbrance against the land, hereby subordinates his claim, lien, or encumbrance in or against the land and in any production therefrom to the rights of the Government under the Contract with respect to royalty on production and liens to secure same.[4]

2. Undertakes and agrees that property in which the Government may acquire an interest or equity under the Contract may be dismantled, severed from the land, and removed as may be provided in the Contract; and the Government's interest and equity in such property shall be prior and superior to any adverse right or claim of the undersigned.

3. Represents and undertakes that there is no claim, lien, or encumbrance upon the undersigned's right, title, claim, or interest in or against the land other than the following: (If "none" insert the word "none". Do not leave blank.)

None

1/ Production from the land is not required, and in the absence of production there is no obligation to pay royalty to the Government.

2/ Either (a) insert the legal description of the land, or (b) strike out the words "as follows" and insert "in a lease /or contract, deed, or other document/ dated _____, and recorded in Book _____, Page ____, official records of said county". If (b) is used, the book and page of recordation must be inserted above. If the space provided is insufficient, use an Annex and refer to the Annex in the space.

3/ Insert name exactly as it appears in the Application MME Form 40.

4/ Subparagraph 1(a) does not apply to the holder of a claim, lien, or encumbrance.

ALPHA MINERAL COMPANY
753 W. CREEKSIDE DRIVE
HOUSTON 24, TEXAS

4. Undertakes and agrees (a) neither to commit any act nor assert any claim in conflict with the provisions of this Agreement; and (b) to give advance notice of the Government's rights under this agreement to any subsequent transferee, mortgagee, encumbrancer, or lessee of any of the undersigned's right, title, claim, or interest in or against the land or any production therefrom, furnishing the Government with two true copies of such notice; and

5. Consents to all amendments (including an agreement of termination) and assignments of the Contract without notice thereof, and undertakes and agrees that this agreement shall extend and apply thereto.

6. Added provisions None. (State "None" or "See Annex No.____".)

Dated this 5th day of February, 19 62.

| | | | |
|---|---|---|---|
| LET | Lawrence E. Latimer (Seal) | Route 4, Benton, Arkansas | (Street) (City & State) |
| PT | Pearl Latimer | Route 4, Benton, Arkansas | (Street) |
| FMR | Fred M. Ramsey (Seal) | 911 Deonton St. Benton, Arkansas | (City & State) |
| VR | Vera M. Ramsey | 911 Denton St., Benton, Arkansas | (Street) |
| LHT | Leon H. Latimer (Seal) | Route 4, Benton, Arkansas | (City & State) |
| ET | Ercel Latimer | Route 4, Benton, Arkansas | (Street) |
| LTC | Lissie Talum Chambers (Seal) | 1711 Battery St., Little Rock, Arkansas | (City & State) |
| LLC | Lerven L. Chambers | 1711 Battery St., Little Rock, Arkansas | (Street) |
| LR | Lyle Roberts (Seal) | Route 4, Benton, Arkansas | (City & State) |
| MER | Manley E. Roberts | Route 4, Benton, Arkansas | (Street) |
| MLM | Mary Lucie Matthews (Seal) | 109 North Street, Benton, Arkansas | (City & State) |
| BM | Bob Matthews | 109, North St., Benton, Ark. | |

I, _____ (Name), certify that I am the _____ (Title—Secretary, etc.) of the corporation named herein; that _____ (Name), who signed this agreement was then _____ (Title—Pres., Vice-Pres., etc.) of said corporation; that said agreement was duly signed for and in behalf of said corporation by authority of its governing body, and was within the scope of its corporate powers.

_____ (Corporate Seal)

INT.-DUP. SEC., WASH., D.C. 48694

ALPHA MINERAL COMPANY
753 W. CREEKSIDE DRIVE
HOUSTON 24, TEXAS

15

MME Form 52
Jan. 1959

UNITED STATES
DEPARTMENT OF THE INTERIOR
OFFICE OF MINERALS EXPLORATION

| FOR GOVERNMENT USE ONLY |
|---|
| Operator |
| Docket No. OME – |
| Contract No. 14-23-090– |
| Contract Date |

LIEN AND SUBORDINATION AGREEMENTS 1/

To the United States of America:

That certain land in the County of Saline, State of Arkansas;

described as follows: 2/ That part of the NW/4 of the SW/4 of Bauxite Road in Sec. 29 and the E/2 of the NW/4 of the SE/4 of Sec. 30, all in T2S, R14W, less and except that part of the E/2 of the NE/4 of the SW/4 of Sec. 29 lying West of State Highway No. 35,

hereinafter called the "land", is the subject of a proposed exploration contract, hereinafter called the "Contract", between the United States of America, hereinafter called the "Government" and

Alpha Mineral Company 3/

hereinafter called the "Operator". In consideration for and as an inducement to the Government executing the Contract, the undersigned:

1. (a) Being the owner of an interest in the land, hereby grants to the Government a lien upon all of his right, title, and interest in the land and upon any production of minerals therefrom to secure the payment to the Government of the royalty on production provided for by the Contract, and agrees if the Operator's interest should be surrendered or terminated at any time prior to the expiration of the rights of the United States under said Contract to pay royalty to the Government according to the terms of said Contract; or

(b) Being the holder of a claim, lien, or encumbrance against the land, hereby subordinates his claim, lien, or encumbrance in or against the land and in any production therefrom to the rights of the Government under the Contract with respect to royalty on production and liens to secure same. 4/

2. Undertakes and agrees that property in which the Government may acquire an interest or equity under the Contract may be dismantled, severed from the land, and removed as may be provided in the Contract; and the Government's interest and equity in such property shall be prior and superior to any adverse right or claim of the undersigned.

3. Represents and undertakes that there is no claim, lien, or encumbrance upon the undersigned's right, title, claim, or interest in or against the land other than the following: (If "none" insert the word "none". Do not leave blank.)

None

1/ Production from the land is not required, and in the absence of production there is no obligation to pay royalty to the Government.

2/ Either (a) insert the legal description of the land, or (b) strike out the words "as follows" and insert "in a lease /or contract, deed, or other document/ dated _____, and recorded in Book _____, Page _____, official records of said county". If (b) is used, the book and page of recordation must be inserted above. If the space provided is insufficient, use an Annex and refer to the Annex in the space.

3/ Insert name exactly as it appears in the Application MME Form 40.

4/ Subparagraph 1(a) does not apply to the holder of a claim, lien, or encumbrance.

ALPHA MINERAL COMPANY
753 W. CREEKSIDE DRIVE
HOUSTON 24, TEXAS

4. Undertakes and agrees (a) neither to commit any act nor assert any claim in conflict with the provisions of this Agreement; and (b) to give advance notice of the Government's rights under this agreement to any subsequent transferee, mortgagee, encumbrancer, or lessee of any of the undersigned's right, title, claim, or interest in or against the land or any production therefrom, furnishing the Government with two true copies of such notice; and

5. Consents to all amendments (including an agreement of termination) and assignments of the Contract without notice thereof, and undertakes and agrees that this agreement shall extend and apply thereto.

6. Added provisions None. (State "None" or "See Annex No.____".)

Dated this 15th day of November, 19 61.

| | | | |
|---|---|---|---|
| Moses Kidd | (Seal) | Route 4, Box 269 | (Street) |
| | | Benton, Arkansas | (City & State) |
| Annie Kidd | (Seal) | Route 4, Box 269, | (Street) |
| | | Benton, Arkansas | (City & State) |
| | (Seal) | | (Street) |
| | | | (City & State) |
| | (Seal) | | (Street) |
| | | | (City & State) |
| | (Seal) | | (Street) |
| | | | (City & State) |
| | (Seal) | | (Street) |
| | | | (City & State) |

I, _____ (Name), certify that I am the _____ (Title—Secretary, etc.) of the corporation named herein; that _____ (Name), who signed this agreement was then _____ (Title—Pres., Vice-Pres., etc.) of said corporation; that said agreement was duly signed for and in behalf of said corporation by authority of its governing body, and was within the scope of its corporate powers.

_____ (Corporate Seal)

INT.-DUP. SEC., WASH., D.C. 48694

ALPHA MINERAL COMPANY
753 W. CREEKSIDE DRIVE
HOUSTON 24, TEXAS

6

MME Form 52
Jan. 1959

UNITED STATES
DEPARTMENT OF THE INTERIOR
OFFICE OF MINERALS EXPLORATION

| FOR GOVERNMENT USE ONLY |
|---|
| Operator |
| Docket No. OME – |
| Contract No. 14-23-090 – |
| Contract Date |

LIEN AND SUBORDINATION AGREEMENTS 1/

To the United States of America:

That certain land in the County of Saline, State of Arkansas; described ~~XXXXXXXXXX~~ 2/ in a lease dated September 20, 1960 and recorded in Volume 1, page 382 of the Miscellaneous Records of said county,

hereinafter called the "land", is the subject of a proposed exploration contract, hereinafter called the "Contract", between the United States of America, hereinafter called the "Government" and

Alpha Mineral Company 3/

hereinafter called the "Operator". In consideration for and as an inducement to the Government executing the Contract, the undersigned:

1. (a) Being the owner of an interest in the land, hereby grants to the Government a lien upon all of his right, title, and interest in the land and upon any production of minerals therefrom to secure the payment to the Government of the royalty on production provided for by the Contract, and agrees if the Operator's interest should be surrendered or terminated at any time prior to the expiration of the rights of the United States under said Contract to pay royalty to the Government according to the terms of said Contract; or

(b) Being the holder of a claim, lien, or encumbrance against the land, hereby subordinates his claim, lien, or encumbrance in or against the land and in any production therefrom to the rights of the Government under the Contract with respect to royalty on production and liens to secure same. 4/

2. Undertakes and agrees that property in which the Government may acquire an interest or equity under the Contract may be dismantled, severed from the land, and removed as may be provided in the Contract; and the Government's interest and equity in such property shall be prior and superior to any adverse right or claim of the undersigned.

3. Represents and undertakes that there is no claim, lien, or encumbrance upon the undersigned's right, title, claim, or interest in or against the land other than the following: (If "none" insert the word "none". Do not leave blank.)

None

1/ Production from the land is not required, and in the absence of production there is no obligation to pay royalty to the Government.

2/ Either (a) insert the legal description of the land, or (b) strike out the words "as follows" and insert "in a lease /or contract, deed, or other document/ dated _____, and recorded in Book _____, Page ____, official records of said county". If (b) is used, the book and page of recordation must be inserted above. If the space provided is insufficient, use an Annex and refer to the Annex in the space.

3/ Insert name exactly as it appears in the Application MME Form 40.

4/ Subparagraph 1(a) does not apply to the holder of a claim, lien, or encumbrance.

ALPHA MINERAL COMPANY
753 W. CREEKSIDE DRIVE
HOUSTON 24, TEXAS

4. Undertakes and agrees (a) neither to commit any act nor assert any claim in conflict with the provisions of this Agreement; and (b) to give advance notice of the Government's rights under this agreement to any subsequent transferee, mortgagee, encumbrancer, or lessee of any of the undersigned's right, title, claim, or interest in or against the land or any production therefrom, furnishing the Government with two true copies of such notice; and

5. Consents to all amendments (including an agreement of termination) and assignments of the Contract without notice thereof, and undertakes and agrees that this agreement shall extend and apply thereto.

6. Added provisions None. (State "None" or "See Annex No. ____".)

Dated this 14th day of November, 1961.

R A Davenport Sr (Seal) Route 4, Box 165-A, (Street) Benton, Arkansas (City & State)

Essie Davenport (Seal) Route 4, Box 165-A, (Street) Benton, Arkansas (City & State)

R A Davenport Sr (Seal) Route 4, Box 165-A, (Street) Benton, Arkansas. (City & State)

Attorney-in-Fact for Irva Young, Coye Davenport, Margurett Davenport, J. H. Davenport, Elizabeth Davenport, Hattie Young, Halbert Davenport, Margaret Davenport, Sam Davenport, Anna Davenport, Anna Mae West, and Doris Baker. (Seal) _____ (Street) _____ (City & State)

_____ (Seal) _____ (Street) _____ (City & State)

_____ (Seal) _____ (Street) _____ (City & State)

I, _____ (Name), certify that I am the _____ (Title—Secretary, etc.) of the corporation named herein; that _____ (Name), who signed this agreement was then _____ (Title—Pres., Vice-Pres., etc.) of said corporation; that said agreement was duly signed for and in behalf of said corporation by authority of its governing body, and was within the scope of its corporate powers.

_____ (Corporate Seal)

INT.-DUP. SEC., WASH., D.C. 48694

ALPHA MINERAL COMPANY
753 W. CREEKSIDE DRIVE
HOUSTON 24, TEXAS

MME Form 52
Jan. 1959

UNITED STATES
DEPARTMENT OF THE INTERIOR
OFFICE OF MINERALS EXPLORATION

| FOR GOVERNMENT USE ONLY |
|---|
| Operator |
| Docket No. OME – |
| Contract No. 14-23-090 – |
| Contract Date |

LIEN AND SUBORDINATION AGREEMENTS 1/

To the United States of America:

That certain land in the County of Saline, State of Arkansas;

described ~~as follows~~: 2/ in a lease dated July 16, 1960, and recorded in Volume 1, page 352 in the Miscellaneous Records of said county,

hereinafter called the "land", is the subject of a proposed exploration contract, hereinafter called the "Contract", between the United States of America, hereinafter called the "Government" and

Alpha Mineral Company 3/

hereinafter called the "Operator". In consideration for and as an inducement to the Government executing the Contract, the undersigned:

1. (a) Being the owner of an interest in the land, hereby grants to the Government a lien upon all of his right, title, and interest in the land and upon any production of minerals therefrom to secure the payment to the Government of the royalty on production provided for by the Contract, and agrees if the Operator's interest should be surrendered or terminated at any time prior to the expiration of the rights of the United States under said Contract to pay royalty to the Government according to the terms of said Contract; or

(b) Being the holder of a claim, lien, or encumbrance against the land, hereby subordinates his claim, lien, or encumbrance in or against the land and in any production therefrom to the rights of the Government under the Contract with respect to royalty on production and liens to secure same. 4/

2. Undertakes and agrees that property in which the Government may acquire an interest or equity under the Contract may be dismantled, severed from the land, and removed as may be provided in the Contract; and the Government's interest and equity in such property shall be prior and superior to any adverse right or claim of the undersigned.

3. Represents and undertakes that there is no claim, lien, or encumbrance upon the undersigned's right, title, claim, or interest in or against the land other than the following: (If "none" insert the word "none". Do not leave blank.)

None.

1/ Production from the land is not required, and in the absence of production there is no obligation to pay royalty to the Government.

2/ Either (a) insert the legal description of the land, or (b) strike out the words "as follows" and insert "in a lease /or contract, deed, or other document/ dated _____, and recorded in Book_____, Page____, official records of said county". If (b) is used, the book and page of recordation must be inserted above. If the space provided is insufficient, use an Annex and refer to the Annex in the space.

3/ Insert name exactly as it appears in the Application MME Form 40.

4/ Subparagraph 1(a) does not apply to the holder of a claim, lien, or encumbrance.

ALPHA MINERAL COMPANY
753 W. CREEKSIDE DRIVE
HOUSTON 24, TEXAS

4. Undertakes and agrees (a) neither to commit any act nor assert any claim in conflict with the provisions of this Agreement; and (b) to give advance notice of the Government's rights under this agreement to any subsequent transferee, mortgagee, encumbrancer, or lessee of any of the undersigned's right, title, claim, or interest in or against the land or any production therefrom, furnishing the Government with two true copies of such notice; and

5. Consents to all amendments (including an agreement of termination) and assignments of the Contract without notice thereof, and undertakes and agrees that this agreement shall extend and apply thereto.

6. Added provisions ____ None. ____ (State "None" or "See Annex No. ____".)

Dated this 20th day of November, 19 61.

| | | |
|---|---|---|
| Annie Brooks (Seal) | 1005 Jackman | (Street) |
| | Benton, Arkansas | (City & State) |
| Bryan W. Brooks (Seal) | 1005 Jackman | (Street) |
| | Benton, Arkansas | (City & State) |
| ____ (Seal) | ____ | (Street) |
| | ____ | (City & State) |
| ____ (Seal) | ____ | (Street) |
| | ____ | (City & State) |
| ____ (Seal) | ____ | (Street) |
| | ____ | (City & State) |
| ____ (Seal) | ____ | (Street) |
| | ____ | (City & State) |

I, ____ (Name), certify that I am the ____ (Title—Secretary, etc.) of the corporation named herein; that ____ (Name), who signed this agreement was then ____ (Title—Pres., Vice-Pres., etc.) of said corporation; that said agreement was duly signed for and in behalf of said corporation by authority of its governing body, and was within the scope of its corporate powers.

____ (Corporate Seal)

INT.-DUP. SEC., WASH., D.C. 48694

ALPHA MINERAL COMPANY
753 W. CREEKSIDE DRIVE
HOUSTON 24, TEXAS

MME Form 52
Jan. 1959

UNITED STATES
DEPARTMENT OF THE INTERIOR
OFFICE OF MINERALS EXPLORATION

| FOR GOVERNMENT USE ONLY |
|---|
| Operator |
| Docket No. OME – |
| Contract No. 14-23-090 – |
| Contract Date |

LIEN AND SUBORDINATION AGREEMENTS 1/

To the United States of America:

That certain land in the County of Saline, State of Arkansas;

described ~~as follows~~ 2/ in a lease dated July 27, 1960 and recorded in Volume 1, page 342 of the Miscellaneous Records of said county,

hereinafter called the "land", is the subject of a proposed exploration contract, hereinafter called the "Contract", between the United States of America, hereinafter called the "Government" and

Alpha Mineral Company 3/

hereinafter called the "Operator". In consideration for and as an inducement to the Government executing the Contract, the undersigned:

1. (a) Being the owner of an interest in the land, hereby grants to the Government a lien upon all of his right, title, and interest in the land and upon any production of minerals therefrom to secure the payment to the Government of the royalty on production provided for by the Contract, and agrees if the Operator's interest should be surrendered or terminated at any time prior to the expiration of the rights of the United States under said Contract to pay royalty to the Government according to the terms of said Contract; or

(b) Being the holder of a claim, lien, or encumbrance against the land, hereby subordinates his claim, lien, or encumbrance in or against the land and in any production therefrom to the rights of the Government under the Contract with respect to royalty on production and liens to secure same. 4/

2. Undertakes and agrees that property in which the Government may acquire an interest or equity under the Contract may be dismantled, severed from the land, and removed as may be provided in the Contract; and the Government's interest and equity in such property shall be prior and superior to any adverse right or claim of the undersigned.

3. Represents and undertakes that there is no claim, lien, or encumbrance upon the undersigned's right, title, claim, or interest in or against the land other than the following: (If "none" insert the word "none". Do not leave blank.)

None

1/ Production from the land is not required, and in the absence of production there is no obligation to pay royalty to the Government.

2/ Either (a) insert the legal description of the land, or (b) strike out the words "as follows" and insert "in a lease /or contract, deed, or other document/ dated_____, and recorded in Book_____, Page____, official records of said county". If (b) is used, the book and page of recordation must be inserted above. If the space provided is insufficient, use an Annex and refer to the Annex in the space.

3/ Insert name exactly as it appears in the Application MME Form 40.

4/ Subparagraph 1(a) does not apply to the holder of a claim, lien, or encumbrance.

ALPHA MINERAL COMPANY
753 W. CREEKSIDE DRIVE
HOUSTON 24, TEXAS

4. Undertakes and agrees (a) neither to commit any act nor assert any claim in conflict with the provisions of this Agreement; and (b) to give advance notice of the Government's rights under this agreement to any subsequent transferee, mortgagee, encumbrancer, or lessee of any of the undersigned's right, title, claim, or interest in or against the land or any production therefrom, furnishing the Government with two true copies of such notice; and

5. Consents to all amendments (including an agreement of termination) and assignments of the Contract without notice thereof, and undertakes and agrees that this agreement shall extend and apply thereto.

6. Added provisions None. (State "None" or "See Annex No.____".)

Dated this 15th day of November, 19 61.

| | | | |
|---|---|---|---|
| W C McC Clendon | (Seal) | 1006 West Hazel<br>Benton, Arkansas | (Street)<br>(City & State) |
| Nannie McClendon | (Seal) | 1006 West Hazel,<br>Benton, Arkansas | (Street)<br>(City & State) |
| | (Seal) | | (Street)<br>(City & State) |
| | (Seal) | | (Street)<br>(City & State) |
| | (Seal) | | (Street)<br>(City & State) |
| | (Seal) | | (Street)<br>(City & State) |

I, _____ (Name), certify that I am the _____ (Title—Secretary, etc.) of the corporation named herein; that _____ (Name), who signed this agreement was then _____ (Title—Pres., Vice-Pres., etc.) of said corporation; that said agreement was duly signed for and in behalf of said corporation by authority of its governing body, and was within the scope of its corporate powers.

_____
(Corporate Seal)

INT.-DUP. SEC., WASH., D.C. 48694

ALPHA MINERAL COMPANY
753 W. CREEKSIDE DRIVE
HOUSTON 24, TEXAS

MME Form 52
Jan. 1959

UNITED STATES
DEPARTMENT OF THE INTERIOR
OFFICE OF MINERALS EXPLORATION

| FOR GOVERNMENT USE ONLY |
|---|
| Operator |
| Docket No. OME – |
| Contract No. 14-23-090 – |
| Contract Date |

LIEN AND SUBORDINATION AGREEMENTS[1]

To the United States of America:

That certain land in the County of Saline, State of Arkansas;

described as follows:[2] The W/2 of the NE/4 of the SE/4 of Sec. 30, T2S, R14W, Saline County, Arkansas, and containing 20 acres of land, more or less, and the N/2 of the NE/4 of Sec. 36, T2S, R15W except the SW/4 of the NW/4 of the NE/4 of said Sec. 36, and containing 70 acres of land, more or less, Saline County, Arkansas,

hereinafter called the "land", is the subject of a proposed exploration contract, hereinafter called the "Contract", between the United States of America, hereinafter called the "Government" and

Alpha Mineral Company[3]

hereinafter called the "Operator". In consideration for and as an inducement to the Government executing the Contract, the undersigned:

1. (a) Being the owner of an interest in the land, hereby grants to the Government a lien upon all of his right, title, and interest in the land and upon any production of minerals therefrom to secure the payment to the Government of the royalty on production provided for by the Contract, and agrees if the Operator's interest should be surrendered or terminated at any time prior to the expiration of the rights of the United States under said Contract to pay royalty to the Government according to the terms of said Contract; or

(b) Being the holder of a claim, lien, or encumbrance against the land, hereby subordinates his claim, lien, or encumbrance in or against the land and in any production therefrom to the rights of the Government under the Contract with respect to royalty on production and liens to secure same.[4]

2. Undertakes and agrees that property in which the Government may acquire an interest or equity under the Contract may be dismantled, severed from the land, and removed as may be provided in the Contract; and the Government's interest and equity in such property shall be prior and superior to any adverse right or claim of the undersigned.

3. Represents and undertakes that there is no claim, lien, or encumbrance upon the undersigned's right, title, claim, or interest in or against the land other than the following: (If "none" insert the word "none". Do not leave blank.)

None

1/ Production from the land is not required, and in the absence of production there is no obligation to pay royalty to the Government.

2/ Either (a) insert the legal description of the land, or (b) strike out the words "as follows" and insert "in a lease /or contract, deed, or other document/ dated _____, and recorded in Book _____, Page ____, official records of said county". If (b) is used, the book and page of recordation must be inserted above. If the space provided is insufficient, use an Annex and refer to the Annex in the space.

3/ Insert name exactly as it appears in the Application MME Form 40.

4/ Subparagraph 1(a) does not apply to the holder of a claim, lien, or encumbrance.

ALPHA MINERAL COMPANY
753 W. CREEKSIDE DRIVE
HOUSTON 24, TEXAS

4. Undertakes and agrees (a) neither to commit any act nor assert any claim in conflict with the provisions of this Agreement; and (b) to give advance notice of the Government's rights under this agreement to any subsequent transferee, mortgagee, encumbrancer, or lessee of any of the undersigned's right, title, claim, or interest in or against the land or any production therefrom, furnishing the Government with two true copies of such notice; and

5. Consents to all amendments (including an agreement of termination) and assignments of the Contract without notice thereof, and undertakes and agrees that this agreement shall extend and apply thereto.

6. Added provisions None. (State "None" or "See Annex No. ____".)

Dated this 5th day of February, 19 62.

| | | | |
|---|---|---|---|
| LET | Lawrence E. Tatum (Seal) | Route 4, Benton, Arkansas | (Street) (City & State) |
| PT | Pearl Tatum | Route 4, Benton, Arkansas | (Street) (City & State) |
| FMR | Fred M. Ramsey (Seal) | 911 Deonton St. Benton, Arkansas | (Street) (City & State) |
| VR | Vera M. Ramsey | 911 Denton St., Benton, Arkansas | (Street) (City & State) |
| LHT | Leon H. Tatum (Seal) | Route 4, Benton, Arkansas | (Street) (City & State) |
| ET | Ercel Tatum | Route 4, Benton, Arkansas | (Street) (City & State) |
| LT | Lissie Tatum Chambers (Seal) | 1711 Battery St., Little Rock, Arkansas | (Street) (City & State) |
| LL | Lerron L. Chambers | 1711 Battery St., Little Rock, Arkansas | (Street) (City & State) |
| LR | Lizie Roberts (Seal) | Route 4, Benton, Arkansas | (Street) (City & State) |
| MER | Manley E. Roberts | Route 4, Benton, Arkansas | (Street) (City & State) |
| MLM | Mae Lucie Matthews (Seal) | 109 North Street, Benton, Arkansas | (Street) (City & State) |
| BM | Bob Matthews | 109, North St., Benton, Ark. | |

I, _____ (Name), certify that I am the _____ (Title—Secretary, etc.) of the corporation named herein; that _____ (Name), who signed this agreement was then _____ (Title—Pres., Vice-Pres., etc.) of said corporation; that said agreement was duly signed for and in behalf of said corporation by authority of its governing body, and was within the scope of its corporate powers.

_____ (Corporate Seal)

15

MME Form 52
Jan. 1959

UNITED STATES
DEPARTMENT OF THE INTERIOR
OFFICE OF MINERALS EXPLORATION

| FOR GOVERNMENT USE ONLY |
|---|
| Operator |
| Docket No. OME – |
| Contract No. 14-23-090– |
| Contract Date |

LIEN AND SUBORDINATION AGREEMENTS 1/

To the United States of America:

That certain land in the County of Saline, State of Arkansas;

described as follows: 2/ That part of the NW/4 of the SW/4 of Bauxite Road in Sec. 29 and the E/2 of the NW/4 of the SE/4 of Sec. 30, all in T2S, R14W, less and except that part of the E/2 of the NE/4 of the SW/4 of Sec. 29 lying West of State Highway No. 35,

hereinafter called the "land", is the subject of a proposed exploration contract, hereinafter called the "Contract", between the United States of America, hereinafter called the "Government" and

Alpha Mineral Company 3/

hereinafter called the "Operator". In consideration for and as an inducement to the Government executing the Contract, the undersigned:

1. (a) Being the owner of an interest in the land, hereby grants to the Government a lien upon all of his right, title, and interest in the land and upon any production of minerals therefrom to secure the payment to the Government of the royalty on production provided for by the Contract, and agrees if the Operator's interest should be surrendered or terminated at any time prior to the expiration of the rights of the United States under said Contract to pay royalty to the Government according to the terms of said Contract; or

(b) Being the holder of a claim, lien, or encumbrance against the land, hereby subordinates his claim, lien, or encumbrance in or against the land and in any production therefrom to the rights of the Government under the Contract with respect to royalty on production and liens to secure same. 4/

2. Undertakes and agrees that property in which the Government may acquire an interest or equity under the Contract may be dismantled, severed from the land, and removed as may be provided in the Contract; and the Government's interest and equity in such property shall be prior and superior to any adverse right or claim of the undersigned.

3. Represents and undertakes that there is no claim, lien, or encumbrance upon the undersigned's right, title, claim, or interest in or against the land other than the following: (If "none" insert the word "none". Do not leave blank.)

None

1/ Production from the land is not required, and in the absence of production there is no obligation to pay royalty to the Government.

2/ Either (a) insert the legal description of the land, or (b) strike out the words "as follows" and insert "in a lease /or contract, deed, or other document/ dated _____, and recorded in Book _____, Page ____, official records of said county". If (b) is used, the book and page of recordation must be inserted above. If the space provided is insufficient, use an Annex and refer to the Annex in the space.

3/ Insert name exactly as it appears in the Application MME Form 40.

4/ Subparagraph 1(a) does not apply to the holder of a claim, lien, or encumbrance.

ALPHA MINERAL COMPANY
759 S.W. CREEKSIDE DRIVE
HOUSTON 24, TEXAS

**INSTRUCTIONS FOR USE**

1. Identify Agency of Addressee
2. Void Previously Used Block
3. Write Clearly
4. Send Surplus Envelopes to Supply Room for Reissue

Unused MME Forms 5-1
Mrs Jo

| NAME (OR TITLE) OF ADDRESSEE, AGENCY, ORGANIZATIONAL UNIT, ADDRESS, AND ROOM | | NAME (OR TITLE) OF ADDRESSEE, AGENCY, ORGANIZATIONAL UNIT, ADDRESS, AND ROOM | |
|---|---|---|---|
| C.M.E. Room - 4450 | STOP | | STOP |
| Mr Murphy | STOP | | STOP |
| | STOP | | STOP |
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| | STOP | | STOP |

Use other side first

# U. S. Government Messenger Envelope

Standard Form No. 65 Rev. (1957)
Promulgated by Bureau of the Budget Circular A-33 (Rev.)

65-104

| NAME (OR TITLE) OF ADDRESSEE, AGENCY, ORGANIZATIONAL UNIT, ADDRESS, AND ROOM | | NAME (OR TITLE) OF ADDRESSEE, AGENCY, ORGANIZATIONAL UNIT, ADDRESS, AND ROOM | |
|---|---|---|---|
| U.S. Geological Survey Attn: Procurement, Room 5[illegible] U.S. Post. Bldg. 14th & G NW | STOP | Mr. Schrade Property Control | STOP |
| | STOP | Mr. Williams 1028 Del Bldg. | STOP |
| ~~Admin. Officer~~ ~~Topo. Division~~ ~~Room 6241~~ | STOP | Mr. Cox Procurement Rm. 2666 | STOP |
| Mr. Thelton Irving Room 2644 Interior Bldg. | STOP | [redacted] | STOP |
| Mr. Sergeant 6241 ~~Del Bldg.~~ | STOP | ~~Central Files~~ ~~Office of Secretary~~ | STOP |
| Mr. H. Rose Room [illegible] Del Bldg. | STOP | ~~Mr. Larson~~ Room [redacted] | STOP |
| ~~[illegible]~~ ~~Room [illegible] DS~~ | STOP | ~~Mr. [illegible]~~ ~~Rm. 2023~~ | STOP |
| Mr. George Doran Room 3218 GSA | STOP | ~~Director~~ ~~Office of Patent Waiver~~ | STOP |
| ~~JB~~ | STOP | Procurement Rm. 4659 | STOP |
| ~~Henry Rizzio~~ ~~Agri. Bldg.~~ ~~Silver Spring~~ | STOP | ~~Mr. Mel Intrch~~ Rm 7[illegible] | STOP |

Use other side

**Use STOP only when messenger service between Government buildings in Washington, D. C., is required or wherever a STOP system is used. Your mail room has STOP information.**

MISC. 3 PAGE 253

FILED
SALINE CIRCUIT &
CHANCERY CLERK

8:21 AM 13 JAN '62
BY Edna Crouch

ASSIGNMENT OF OIL, GAS AND MINERAL LEASES

THE STATE OF ARKANSAS )
) KNOW ALL MEN BY THESE PRESENTS:
COUNTY OF SALINE )

That L. W. MINTURN, of Houston, Harris County, Texas, in consideration of Ten Dollars ($10.00) and other good and valuable considerations cash in hand paid by ALPHA MINERAL COMPANY, a limited partnership organized under the laws of the State of Arkansas, the receipt of which is hereby acknowledged, does hereby TRANSFER, ASSIGN and CONVEY unto the said ALPHA MINERAL COMPANY the following oil, gas and mineral leases and the leasehold estates created thereby covering lands situated in the County of Saline, State of Arkansas, to wit:

1. Oil, gas and mineral lease dated August 1, 1960 and recorded in Misc. Book _____, page _____ of the Records of Saline County, Arkansas, from Lawrence E. Tatum and wife, Pearl Tatum; Fred M. Ramsey and wife, Vera Ramsey; Leon H. Tatum and wife, Ercel Tatum; Lissie Tatum Chambers (in her own right) and husband, Leven L. Chambers; and Fred Ramsey as Attorney-in-Fact for Eric Ramsey and wife, Joyce Ramsey, as Lessor, to L. W. Minturn, as Lessee, covering the following described land:

   The N/2 of the NE of Sec. 36, T2S, R15W, except the SW of NW of NE in Saline County, Arkansas, containing 70 acres, more or less;

2. Oil, gas and mineral lease dated August 1, 1960 and recorded in Misc. Book _____, page _____ of the Records of Saline County, Arkansas from Lawrence E. Tatum and wife, Pearl Tatum; Fred M. Ramsey and wife, Vera Ramsey; Leon H. Tatum and wife, Ercel Tatum; Lissie Tatum Chambers (in her own right) and husband, Leven L. Chambers; and Fred Ramsey as Attorney-in-Fact for Eric Ramsey and

ALPHA MINERAL COMPANY
753 W. CREEKSIDE DRIVE
HOUSTON 24, TEXAS

wife, Joyce Ramsey, as Lessor, to L. W. Minturn, as Lessee, covering the following described land:

The W/2 of the NE/4 of the SE/4 of Sec. 30, T2S, R14W, Saline County, Arkansas and containing 20 acres, more or less;

3. Oil, gas and mineral lease dated April 17, 1961 and recorded in Misc. Book 3, page 87 of the Records of Saline County, Arkansas from Boyd Allinson and wife, Mary Jane Allinson, as Lessor, to L. W. Minturn, as Lessee, covering the following described land: 13

#3

That part of the E/2 of the NE/4 of the SW/4 lying W of State Highway No. 35 as now located, of Sec. 30, T2S, R14W, containing 5 acres, more or less;

4. Oil, gas and mineral lease dated April 22, 1961 and recorded in Misc. Book 3, page 73 of the Records of Saline County, Arkansas from May Tudor, a widow; Harold Beaty and wife, Lexie Edith Beaty; and W. G. Tudor and wife, Rosemarie Tudor, as Lessor, to L. W. Minturn, as Lessee, as amended by instrument recorded in Misc. Book 3, page 83 of said records covering the following described land: 14

#4

Part of the NE/4 of the SW/4 and part of the NW/4 of the SW/4 of Sec. 29, T2S, R14W, described as follows:

Starting at the NE corner of the SW/4; then running S to the center of the Pine Bluff and Benton Road now running through said land; thence W 124 rods with said road bed; thence N to the N line of said land; thence E to the place of beginning, containing 20 acres, more or less; and

5. Oil, gas and mineral lease dated April 17, 1961 and recorded in Misc. Book 3, page 35 of the Records of Saline County, Arkansas from Moses Kidd and wife, Annie Kidd, as Lessor, to L. W. Minturn, as Lessee, as amended by instrument recorded in Misc. Book 3, page 45 of said records covering the following described land: 15

#5

That part of the NW/4 of the SW/4 of Bauxite Road in Sec. 29 and the E/2 of the NW/4 of the SE/4 of Sec. 30, all in T2S, R14W, less and except that part of the E/2 of the NE/4 of the SW/4 of Sec. 29 lying West of State Highway No. 35.

ALPHA MINERAL COMPANY
753 W. CREEKSIDE DRIVE
HOUSTON 24, TEXAS

TO HAVE AND TO HOLD the above described leases together with all and singular the rights, privileges and appurtenances thereto in anywise belonging unto the said Alpha Mineral Company, its successors and assigns forever.

Theo Marsh Minturn, wife of the said L. W. Minturn, for the consideration above recited, joins in the execution hereof for the purpose of releasing and relinquishing and she does hereby release and relinquish her right of dower in and to the above described leases.

WITNESS the execution hereof this 11 day of January, 1962.

L. W. Minturn
L. W. MINTURN

Theo Marsh Minturn
THEO MARSH MINTURN

THE STATE OF TEXAS )
COUNTY OF HARRIS )

On this day personally appeared before the undersigned, a Notary Public in and for the county and state aforesaid, duly qualified, commissioned and acting, L. W. Minturn, to me well known to be the person whose name appears as Grantor in the foregoing instrument, and stated that he executed the same for the consideration, uses, and purposes therein mentioned and set forth.

And on the same day also voluntarily appeared before me in person the said Theo Marsh Minturn, wife of the said L. W. Minturn, to me well known, and, in the absence of her husband, declared that she had, of her own free will, executed the foregoing instrument for the purposes and consideration therein contained and set forth, without compulsion or undue influence of her said husband.

IN WITNESS WHEREOF, I have hereunto set my hand and seal as such Notary Public on this 11th day of January, 1962.

Notary Public in and for
Harris County, Texas

ALPHA MINERAL COMPANY
753 W. CREEKSIDE DRIVE
HOUSTON 24, TEXAS

FILED FOR RECORD ON THIS THE 13TH DAY OF JANUARY, 1962, AT 8:21 A. M., AND SAME IS DULY RECORDED IN MISC. BOOK 3, AT PAGE 253.
MARSHALL GIPSON, CIRCUIT CLERK & RECORDER
BY Edna Crouch D.C.

Vinson, Elkins, Weems & Searls
Attorneys at Law
First City National Bank Bldg.
Houston 2, Texas

325

ALPHA MINERAL COMPANY
753 W. CREEKSIDE DRIVE
HOUSTON 24, TEXAS

Lease #11

#1&2

MISC: 3 PAGE 243

FILED
SALINE CIRCUIT &
CHANCERY CLERK

8:20 AM 13 JAN '62
BY Edna Crouch

# OIL, GAS AND MINERAL LEASE

THE STATE OF ARKANSAS )
)
COUNTY OF Saline )

This agreement made this 1st day of August, 1960, between Lawrence E. Tatum and Pearl Tatum, (his wife) Fred M. Ramsey and Vera Ramsey (his wife) Leon H. Tatum and Erce Tatum (his wife) Lissie Tatum Chambers (in her own right) and Leven A. Chambers (her husband); Fred Ramsey as Attorney in fact for Eric Ramsey and Joyce Ramsey (his wife),

(hereinafter called "Lessor" whether one or more), whose address is Benton, Arkansas,

and J. W. Minturn,

as Lessee, whose address is 753 West Creekside Drive Houston, Texas

W I T N E S S E T H:

Lessor in consideration of $ Seventy and no/100 cash in hand paid by Lessee, the receipt of which is hereby acknowledged and in consideration of the rentals and royalties herein provided for, does hereby GRANT, LEASE and LET exclusively unto Lessee the land described in Exhibit "A" which is attached hereto and made a part hereof, (hereinafter called the "Leased Premises") for the purpose of investigating, exploring, prospecting, drilling, excavating, mining for, producing, treating, storing, handling, transporting and carrying away oil, gas, bauxite, sulphur, magnetite and all other minerals, together with the right of ingress and egress to and from the Leased Premises and the right to bore prospect holes, sink shafts or slopes, build and construct roads, pipelines, power stations, power lines, telephone lines, tanks and to erect and maintain machinery or equipment for



ALPHA MINERAL COMPANY
753 W. CREEKSIDE DRIVE
HOUSTON 24, TEXAS

the production, removal or benefication of minerals or ores which may be found in, on or under the Leased Premises.

This lease is made, executed and delivered subject to the following terms and conditions:

1.

This lease shall be for a term of ten (10) years from the date hereof (called "Primary Term") and as long thereafter as any mineral is produced from the Leased Premises or Lessee is engaged with no cessation of more than sixty (60) consecutive days in exploratory or mining operations on the Leased Premises for the discovery or production of minerals.

2.

The royalties to be paid by Lessee are:

(a) on oil, one-eighth (1/8) of that produced and saved from said land, the same to be delivered at the wells or to the credit of Lessor into the pipeline to which the wells may be connected; Lessee may from time to time purchase any royalty oil in its possession, paying the market price therefor prevailing for the field where produced on the date of purchase;

(b) on gas, including casinghead gas or other gaseous substance, produced from said land and sold or used off the premises or for the extraction of gasoline or other product therefrom the market value at the well of one-eighth (1/8) of the gas so sold or used, provided that on gas sold at the wells the royalty shall be one-eighth (1/8) of the amount realized from such sale; while there is a gas well on this lease or on acreage pooled there-



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753 W. CREEKSIDE DRIVE
HOUSTON 24, TEXAS

with, but gas is not being sold or used, Lessee may pay as royalty, on or before ninety (90) days after the date on which said well is shut in and thereafter at monthly intervals, the sum of $25.00 Dollars and if such payment is made or tendered, this lease shall not terminate and it will be considered that gas is being produced from this lease in paying quantities;

(c) On all minerals other than oil and gas which shall be mined or produced from the Leased Premises and removed from said Leased Premises or used or sold by Lessee, the royalties shall be as follows: (i) on sulphur 100 ¢ per ton; (ii) on bauxite 75 ¢ per ton; (iii) on magnetite or iron ore aggregate 25 ¢ per ton; (iv) on fissionable minerals 10 % of the value thereof as determined or established by the Atomic Energy Commission or other governmental agency having jurisdiction; (v) on all other minerals 10 % of the value thereof at the well or mine or the same percentage of the net mill or smelter returns, whichever is greater; (vi) the word "ton" in all instances shall mean a long ton of 2240 pounds; (vii) for the purpose of calculating royalties on any mineral or ore on which the royalty is a percentage of the value and which is marketed off the Leased Premises, the cost of transportation shall be deducted and the phrase "net mill or smelter returns" shall mean the proceeds received by Lessee after deducting transportation, milling and smelting charges.



ALPHA MINERAL COMPANY
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All ores mined from the Leased Premises but not removed therefrom within ninety (90) days following the expiration or other termination of this lease shall be the property of Lessor.

3.

Lessee shall pay to Lessor annually in advance commencing one (1) year from the date hereof a rental in the amount of One Dollar ($1.00) per acre for the Leased Premises which, for the purpose of calculating such rental are estimated to comprise 70 acres. Such rental shall be applied as a credit against royalties due to Lessor on minerals produced during the twelve months next succeeding the date of payment. Such rental may be paid to Lessor at the address shown above unless and until Lessee shall be notified of a different address or such payment may be made or tendered to Lessor in the Union Bank at Benton, Arkansas. Any such payment may be made by the check or draft of Lessee mailed or delivered to Lessor at said address or to said bank. Lessee may at any time or times execute and deliver to Lessor or to the bank above named or place of record a release or releases of all or any part of the Leased Premises and be relieved of all obligations as to the acreage surrendered, and thereafter the rental above provided for shall be reduced in the proportion that the acreage covered hereby is reduced by such release or releases.

4.

If during the Primary Term Lessee shall conduct core drilling or other exploratory operations which do not indicate



ALPHA MINERAL COMPANY
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HOUSTON 24, TEXAS

the presence of any mineral covered by this lease or if any mineral shall be discovered and produced and the production thereof shall cease during the Primary Term, this lease shall not thereby be terminated but shall continue in force during said Primary Term. If any mineral is mined and produced from the Leased Premises and the production or mining thereof shall cease after the Primary Term, this lease shall not terminate if Lessee resumes mining operations or commences operations for reworking any existing mine or well within ninety (90) days after such cessation of production.

5.

The failure of Lessee to make any payment of rental or royalty due hereunder or to keep or perform any covenant or agreement to be kept or performed by Lessee, in the manner and at the time herein specified, unless excused by force majeure or some other provision of this lease, shall constitute a default which shall at the option of Lessor be cause for termination of this lease unless such default has been remedied within sixty (60) days after Lessor has given notice in writing to Lessee specifying the facts relied upon as constituting a breach hereof or default hereunder and stating that the option to terminate this lease will be exercised if Lessee shall fail within sixty (60) days from the date of such notice to remedy such default.

6.

Notices required or permitted hereunder shall be in writing sent by registered United States mail, postage prepaid, to the address of Lessor and Lessee, respectively, as set forth above, unless and until either party shall notify the other of a change of address.



ALPHA MINERAL COMPANY
753 W. CREEKSIDE DRIVE
HOUSTON 24, TEXAS

7.

Lessee shall be excused from the performance of any drilling or mining operations or from the performance of any other obligation hereunder (except the payment of rentals and royalties) during such time as Lessee may be prevented from so doing by reason of force majeure. The term "force majeure" as used herein shall mean acts of God, fire, flood, power failure, accident or breakage to machinery or equipment, strikes, labor difficulties, arrests or restraints of government, wars, mob violence, storms, inability to obtain equipment or material, or any other cause, whether or not herein enumerated, which is not reasonably within the control of Lessee. During the continuance of any such condition of force majeure this lease shall continue in force regardless of any provision herein contained to the contrary notwithstanding.

8.

Lessee shall pay Lessor for actual damages to fences, growing crops or other property of Lessor caused by exploratory operations conducted by Lessee hereunder. In the event of actual mining operations, however, Lessee shall not be liable for any permanent damage to the land which may be caused by operations which are reasonably necessary in exercising the rights hereby granted to Lessee.

9.

Lessee shall make and keep an accurate record and account of all ores and other minerals mined and removed from the leased premises and the amounts received from the sale thereof. All such records and accounts shall be made available for the examination by Lessor or his representative at the offices of Lessee at any reasonable time. Lessor shall have the right



ALPHA MINERAL COMPANY
753 W. CREEKSIDE DRIVE
HOUSTON 24, TEXAS

MISC. 3 PAGE 249

at his sole risk at all times to observe and inspect any operations or workings being conducted by Lessee on the Leased Premises.

10.

Any taxes such as severance or production taxes imposed upon any mineral covered hereby shall be borne by the parties in proportion to their respective interests, and any such tax paid by Lessee shall be deducted before calculating the value of the minerals for the purpose of paying royalties.

11.

Any buildings, machinery or equipment erected, installed or placed by Lessee on the Leased Premises shall not be deemed to be fixtures, but shall remain the property of Lessee and may be removed by Lessee at any time during the term of this lease or within six (6) months after termination hereof.

12.

This lease and the rights of either party hereunder may be assigned in whole or in part, and the provisions hereof shall extend to the heirs, successors and assigns of the respective parties; but no change or division in such ownership shall be binding on Lessee until thirty (30) days after Lessee shall have been furnished notice thereof by registered United States mail together with a certified copy of the recorded instrument or instruments evidencing the same. In the event of assignment hereof in whole or in part, liability for breach of any obligation hereunder shall rest exclusively upon the owner of this lease, or portion hereof, committing such breach.

13.

Lessor hereby warrants and agrees to defend the title to said land and agrees that Lessee at its option may discharge any tax, mortgage or other lien upon said land, either in whole



ALPHA MINERAL COMPANY
753 W. CREEKSIDE DRIVE
HOUSTON 24, TEXAS

or in part; and in event Lessee does so, it shall be subrogated to such lien with right to enforce same and apply rentals and royalties accruing hereunder toward satisfying same. Without impairment of Lessee's rights under the warranty in event of failure of title, it is agreed that if Lessor owns an interest in the oil, gas or other minerals on, in or under said land less than the entire fee simple estate, whether or not this lease purports to cover the whole or a fractional interest, then the royalties and rentals to be paid Lessor shall be reduced in the proportion that his interest bears to the whole and undivided fee and in accordance with the nature of the estate of which Lessor is seized. Failure of Lessee to reduce rental paid hereunder shall not impair the right of Lessee to reduce royalties.

Should any one or more of the parties named above as Lessors fail to execute this lease, it shall nevertheless be binding upon the party or parties executing the same.

IN WITNESS WHEREOF this instrument is executed as of the date first above written.

Lissie Tatum Chambers
Leven L Chambers
Fred M. Ramsey
Attorney in Fact for Eric Ramsey and Joyce Ramsey (his wife)

Lawrence E Tatum
Pearl Tatum
Fred M. Ramsey
Vera Ramsey
Elon H Tatum
Ercel Tatum LESSORS

L. W. Minturn
LESSEE

ALPHA MINERAL COMPANY
753 W. CREEKSIDE DRIVE
HOUSTON 24, TEXAS

STATE OF Arkansas : On this day came before me, a Notary Public duly commissioned
COUNTY OF Pulaski : and acting within and for said

County and State, Lawrence E Tatum; Fred M. Ramsey; Leon H. Tatum; Leven Chambers; Fred Ramsey as Attorney in Fact for Eric Ramsey,

to me well known as the Lessor in he foregoing instrument, and stated that they had executed the same for the consideration and purpose therein mentioned and set forth. And on the same day also voluntarily appeared before me, Pearl Tatum; Vera Ramsey; Ercel Tatum; Lissie Tatum Chambers (in her own right); Joyce Ramsey by Attorney in Fact

wives of Lawrence E. Tatum; Fred M. Ramsey; Leon H. Ramsey; Leven Chambers; Eric Ramsey by Attorney in Fact

to me well known, and in the absence of their said husbands declared that they had of their own free will executed said instrument for the consideration and purposes therein contained and set forth without compulsion or undue influence of their said husbands. WITNESS my hand and official seal on this 1st of August day of August, 1960.

FRED McCULLOCH NOTARY PUBLIC PULASKI COUNTY, ARK.

Fred McCulloch
Notary Public in and for
Pulaski County

My Commission Expires 7-12-64

STATE OF _____ : On this day came before me, a Notary Public duly commissioned
COUNTY OF _____ : and acting within and for said

County and State, _____,

to me well known as the Lessor in the foregoing instrument, and stated that ____ had executed the same for the consideration and purposes therein mentioned and set forth. WITNESS my hand and official seal on this _____ day of _____, 1960.

_____
Notary Public in and for

_____ County

ALPHA MINERAL COMPANY
753 W. CREEKSIDE DRIVE
HOUSTON 24, TEXAS

# Exhibit A

The North Half of the Northeast of Section 36; Twp 2 South; Range ~~14~~ 15 West; except the Southwest of Northwest of Northeast in Saline County Arkansas; the amount of acreage granted under this lease is seventy (70) acres more or less

FILED FOR RECORD ON THIS THE 13TH DAY OF JANUARY, 1962, AT 8:20 A. M., AND SAME IS DULY RECORDED IN MISC. BOOK 3, AT PAGE 243.

MARSHALL GIPSON
CIRCUIT CLERK AND RECORDER

BY Edna Crouch D.C.

SEAL SALINE COUNTY ARK.

ALPHA MINERAL COMPANY
753 W. CREEKSIDE DRIVE
HOUSTON 24, TEXAS

8.00

Vinson, Elkins, Weems & Searls
Attorneys at Law
First City National Bank Bldg.
Houston 2, Texas

ALPHA MINERAL COMPANY
753 W. CREEKSIDE DRIVE
HOUSTON 24, TEXAS

Power atty. Book "D" Page 206

Lease #11

PIONEER DEMOCRAT P. & L. CO., LITTLE ROCK

FORM No. 872
CLASS 2

FILED
SALINE CIRCUIT & CHANCERY CLERK
8:23 A M 13 JAN '62
By Edna Crouch

# POWER OF ATTORNEY.

*Know all Men by These Presents:*

THAT ~~I~~ We; Eric Ramsey and Joyce Ramsey (his wife) of Grand Junction in the State of Colorado do hereby appoint Fred M. Ramsey of 911 Denton Street Benton, Arkansas in the State of Arkansas agent and attorney in fact for us and in our name to sign an Oil & Gas & Mineral lease for my undivided interest in the following described property; The West Half of the Northeast 1/4 of the Southeast 1/4; Sec. 30; Twp. 2 South; Range 14 West ~~contain~~ containing 20 acres more or less; Also The North Half of the Northeast 1/4; Sec. 36; Twp. 2 South; Range ~~14~~ West; except Ten (10) acres located as follows; The Southwest 1/4 of the ~~South~~ Northwest 1/4 of the Northeast 1/4 (net acre leased) in this later description is 70 acres

and to do and perform all such other matters as may be necessary and expedient for the purpose of carrying out the objects above mentioned; and hereby ratify and confirm all that said agent may do in said premises.

WITNESS our hand and seal on this 5 day of August, 1960

Eric Ramsey [SEAL.]

Joyce Ramsey [SEAL.]

## ACKNOWLEDGMENT.

STATE OF ~~ARKANSAS~~ COLORADO } ss.
County of } ss.

BE IT REMEMBERED, That on this day came before me, the undersigned, a Notary Public within and for the County aforesaid, duly commissioned and acting Eric Ramsey and wife, Joyce Ramsey, to me well known as the grantor in the foregoing instrument of writing, and stated that he had executed the same for the consideration and purposes therein mentioned and set forth.

WITNESS my hand and seal as such

on this 7th day of Aug, 1960

My Commission Exp. 3-30-1965 John F. Lawson Notary Public

JOHN F. LOWSON NOTARY PUBLIC STATE OF COLORADO

FILED FOR RECORD ON THIS THE 13TH DAY OF JANUARY, 1962, AT 8:23 A. M., AND SAME IS DULY RECORDED IN POWER OF ATTORNEY BOOK "D", AT PAGE 206.

SALINE COUNTY

MARSHALL GIBSON
CIRCUIT CLERK AND RECORDER

By Edna Crouch D.C.

ALPHA MINERAL COMPANY
753 W. CREEKSIDE DRIVE
HOUSTON 24, TEXAS

# POWER OF ATTORNEY.

.....

TO

7.....

.....

....., 19 ...

FORM NO. 872 CLASS 2

ALPHA MINERAL COMPANY
753 W. CREEKSIDE DRIVE
HOUSTON 24, TEXAS

2 00

Vinson, Elkins, Weems & Searls
Attorneys at Law
First City National Bank Bldg.
Houston 2, Texas

STANDARD FORM NO. 156—POUND PRINTING CO., HOUSTON, TEXAS

Alpha Mineral Company

NAME OF COMPANY

Check No. 69 Date March 22 1962

Alpha Mineral Company has this day deposited in First National Bank, Little Rock, Arkansas, the sum of Fifty ($50.00) ---------- Dollars, for the credit of persons named below in amounts stated in payment of annual rental, under oil and gas lease dated 17th day of April 1961 and recorded in Vol. 3, Page 87, Misc. Records of Saline County ~~or Parish~~ and State of Arkansas.

from Boyd Allinson, et ux to L.W. Minturn covering five (5) acres of land as described in said lease.

| LEASE NO. | FOR CREDIT OF | AMOUNT | COUNTY | ACRES |
|---|---|---|---|---|
| 13 | Boyd Allinson and wife, Mary Jane Allinson | $50.00 | Saline County, Arkansas | 5 |

Please Sign and Return to Sender

ALPHA MINERAL COMPANY
753 W. CREEKSIDE DRIVE
HOUSTON 24, TEXAS

Sign here THE FIRST NATIONAL BANK IN LITTLE ROCK, ARK.

By By ASST. CASHIER

Date Received MAR 26 1962

STANDARD FORM NO. 156—POUND PRINTING CO., HOUSTON, TEXAS

Alpha Mineral Company

NAME OF COMPANY

Check No. 69 Date March 22 19 62

Alpha Mineral Company has this day deposited in First National Bank, Little Rock, Arkansas, the sum of Fifty ($50.00) ---------- Dollars, for the credit of persons named below in amounts stated in payment of annual rental, under oil and gas lease dated 17th day of April 19 61 and recorded in Vol. 3, Page 87, Misc. Records of Saline County ~~or Parish~~ and State of Arkansas.

from Boyd Allinson, et ux to L.W. Minturn covering five (5) acres of land as described in said lease.

| LEASE NO. | FOR CREDIT OF | AMOUNT | COUNTY | ACRES |
|---|---|---|---|---|
| 13 | Boyd Allinson and wife, Mary Jane Allinson | $50.00 | Saline County, Arkansas | 5 |

ALPHA MINERAL COMPANY
753 W. CREEKSIDE DRIVE
HOUSTON 24, TEXAS

Sign here

By

Date Received

Lease #13

#3

FILED (4)
SALINE CIRCUIT &
CHANCERY CLERK
11:15 A M 27 NOV '61
BY Ruth Gipson

BOOK 3 PAGE 87

OIL, GAS AND MINERAL LEASE

THE STATE OF ARKANSAS )
)
COUNTY OF SALINE )

This agreement made this 17th day of April, 1961, ~~1963~~, between Boyd Allinson and Mary Jane Allinson, his wife, (hereinafter called "Lessor" whether one or more), whose address is 11 Winchester Drive, WAkefield Village, Little Rock, Ark., and L. W. Minturn, as Lessee, whose address is 753 West Creekside Drive, Houston, 24, Texas

W I T N E S S E T H:

Lessor in consideration of $ 10.00 cash in hand paid by Lessee, the receipt of which is hereby acknowledged and in consideration of the rentals and royalties herein provided for, does hereby GRANT, LEASE and LET exclusively unto Lessee the land described in Exhibit "A" which is attached hereto and made a part hereof, (hereinafter called the "Leased Premises") for the purpose of investigating, exploring, prospecting, drilling, excavating, mining for, producing, treating, storing, handling, transporting and carrying away oil, gas, bauxite, sulphur, magnetite and all other minerals, together with the right of ingress and egress to and from the Leased Premises and the right to bore prospect holes, sink shafts or slopes, build and construct roads, pipelines, power stations, power lines, telephone lines, tanks and to erect and maintain machinery or equipment for



ALPHA MINERAL COMPANY
753 W. CREEKSIDE DRIVE
HOUSTON 24, TEXAS

the production, removal or benefication of minerals or ores which may be found in, on or under the Leased Premises.

This lease is made, executed and delivered subject to the following terms and conditions:

1.

This lease shall be for a term of ~~ten (10)~~ Two years from the date hereof (called "Primary Term") and as long thereafter as any mineral is produced from the Leased Premises or Lessee is engaged with no cessation of more than sixty (60) consecutive days in exploratory or mining operations on the Leased Premises for the discovery or production of minerals.

2.

The royalties to be paid by Lessee are:

(a) on oil, one-eighth (1/8) of that produced and saved from said land, the same to be delivered at the wells or to the credit of Lessor into the pipeline to which the wells may be connected; Lessee may from time to time purchase any royalty oil in its possession, paying the market price therefor prevailing for the field where produced on the date of purchase;

(b) on gas, including casinghead gas or other gaseous substance, produced from said land and sold or used off the premises or for the extraction of gasoline or other product therefrom the market value at the well of one-eighth (1/8) of the gas so sold or used, provided that on gas sold at the wells the royalty shall be one-eighth (1/8) of the amount realized from such sale; while there is a gas well on this lease or on acreage pooled there-



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753 W. CREEKSIDE DRIVE
HOUSTON 24, TEXAS

with, but gas is not being sold or used, Lessee may pay as royalty, on or before ninety (90) days after the date on which said well is shut in and thereafter at monthly intervals, the sum of Twenty Five Dollars and if such payment is made or tendered, this lease shall not terminate and it will be considered that gas is being produced from this lease in paying quantities;

(c) On all minerals other than oil and gas which shall be mined or produced from the Leased Premises and removed from said Leased Premises or used or sold by Lessee, the royalties shall be as follows: (i) on sulphur 100 ¢ per ton; (ii) on bauxite 75 ¢ per ton; (iii) on magnetite or iron ore aggregate 25 ¢ per ton; (iv) on fissionable minerals 10 % of the value thereof as determined or established by the Atomic Energy Commission or other governmental agency having jurisdiction; (v) on all other minerals 10 % of the value thereof at the well or mine or the same percentage of the net mill or smelter returns, whichever is greater; (vi) the word "ton" in all instances shall mean a long ton of 2240 pounds; (vii) for the purpose of calculating royalties on any mineral or ore on which the royalty is a percentage of the value and which is marketed off the Leased Premises, the cost of transportation shall be deducted and the phrase "net mill or smelter returns" shall mean the proceeds received by Lessee after deducting transportation, milling and smelting charges.



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HOUSTON 24, TEXAS

All ores mined from the Leased Premises but not removed therefrom within ninety (90) days following the expiration or other termination of this lease shall be the property of Lessor.

3.

Lessee shall pay to Lessor annually in advance commencing one (1) year from the date hereof a rental in the amount of Ten Dollars ($10.00) ~~One Dollar ($1.00)~~ per acre for the Leased Premises which, for the purpose of calculating such rental are estimated to comprise five (5) acres. Such rental shall be applied as a credit against royalties due to Lessor on minerals produced during the twelve months next succeeding the date of payment. Such rental may be paid to Lessor at the address shown above unless and until Lessee shall be notified of a different address or such payment may be made or tendered to Lessor in the First National Bank at Little Rock, Arkansas. Any such payment may be made by the check or draft of Lessee mailed or delivered to Lessor at said address or to said bank. Lessee may at any time or times execute and deliver to Lessor or to the bank above named or place of record a release or releases of all or any part of the Leased Premises and be relieved of all obligations as to the acreage surrendered, and thereafter the rental above provided for shall be reduced in the proportion that the acreage covered hereby is reduced by such release or releases.

4.

If during the Primary Term Lessee shall conduct core drilling or other exploratory operations which do not indicate



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the presence of any mineral covered by this lease or if any mineral shall be discovered and produced and the production thereof shall cease during the Primary Term, this lease shall not thereby be terminated but shall continue in force during said Primary Term. If any mineral is mined and produced from the Leased Premises and the production or mining thereof shall cease after the Primary Term, this lease shall not terminate if Lessee resumes mining operations or commences operations for reworking any existing mine or well within ninety (90) days after such cessation of production.

5.

The failure of Lessee to make any payment of rental or royalty due hereunder or to keep or perform any covenant or agreement to be kept or performed by Lessee, in the manner and at the time herein specified, unless excused by force majeure or some other provision of this lease, shall constitute a default which shall at the option of Lessor be cause for termination of this lease unless such default has been remedied within sixty (60) days after Lessor has given notice in writing to Lessee specifying the facts relied upon as constituting a breach hereof or default hereunder and stating that the option to terminate this lease will be exercised if Lessee shall fail within sixty (60) days from the date of such notice to remedy such default.

6.

Notices required or permitted hereunder shall be in writing sent by registered United States mail, postage prepaid, to the address of Lessor and Lessee, respectively, as set forth above, unless and until either party shall notify the other of a change of address.

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HOUSTON 24, TEXAS

7.

Lessee shall be excused from the performance of any drilling or mining operations or from the performance of any other obligation hereunder (except the payment of rentals and royalties) during such time as Lessee may be prevented from so doing by reason of force majeure. The term "force majeure" as used herein shall mean acts of God, fire, flood, power failure, accident or breakage to machinery or equipment, strikes, labor difficulties, arrests or restraints of government, wars, mob violence, storms, inability to obtain equipment or material, or any other cause, whether or not herein enumerated, which is not reasonably within the control of Lessee. During the continuance of any such condition of force majeure this lease shall continue in force regardless of any provision herein contained to the contrary notwithstanding.

8.

Lessee shall pay Lessor for actual damages to fences, growing crops or other property of Lessor caused by exploratory operations conducted by Lessee hereunder. In the event of actual mining operations, however, Lessee shall not be liable for any permanent damage to the land which may be caused by operations which are reasonably necessary in exercising the rights hereby granted to Lessee.

9.

Lessee shall make and keep an accurate record and account of all ores and other minerals mined and removed from the leased premises and the amounts received from the sale thereof. All such records and accounts shall be made available for the examination by Lessor or his representative at the offices of Lessee at any reasonable time. Lessor shall have the right



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HOUSTON 24, TEXAS

at his sole risk at all times to observe and inspect any operations or workings being conducted by Lessee on the Leased Premises.

10.

Any taxes such as severance or production taxes imposed upon any mineral covered hereby shall be borne by the parties in proportion to their respective interests, and any such tax paid by Lessee shall be deducted before calculating the value of the minerals for the purpose of paying royalties.

11.

Any buildings, machinery or equipment erected, installed or placed by Lessee on the Leased Premises shall not be deemed to be fixtures, but shall remain the property of Lessee and may be removed by Lessee at any time during the term of this lease or within six (6) months after termination hereof.

12.

This lease and the rights of either party hereunder may be assigned in whole or in part, and the provisions hereof shall extend to the heirs, successors and assigns of the respective parties; but no change or division in such ownership shall be binding on Lessee until thirty (30) days after Lessee shall have been furnished notice thereof by registered United States mail together with a certified copy of the recorded instrument or instruments evidencing the same. In the event of assignment hereof in whole or in part, liability for breach of any obligation hereunder shall rest exclusively upon the owner of this lease, or portion hereof, committing such breach.

13.

Lessor hereby warrants and agrees to defend the title to said land and agrees that Lessee at its option may discharge any tax, mortgage or other lien upon said land, either in whole



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753 W. CREEKSIDE DRIVE
HOUSTON 24, TEXAS

or in part; and in event Lessee does so, it shall be subrogated to such lien with right to enforce same and apply rentals and royalties accruing hereunder toward satisfying same. Without impairment of Lessee's rights under the warranty in event of failure of title, it is agreed that if Lessor owns an interest in the oil, gas or other minerals on, in or under said land less than the entire fee simple estate, whether or not this lease purports to cover the whole or a fractional interest, then the royalties and rentals to be paid Lessor shall be reduced in the proportion that his interest bears to the whole and undivided fee and in accordance with the nature of the estate of which Lessor is seized. Failure of Lessee to reduce rental paid hereunder shall not impair the right of Lessee to reduce royalties.

In consideration of the premises, each married woman joining her husband in the execution of this instrument, hereby releases and relinquishes unto Lessee all her right or possibility of dower and homestead in and to the Leased Premises, but only to the extent of the terms and provisions of this instrument. Should any one or more of the parties named above as Lessor fail to execute this lease, it shall nevertheless be binding upon the party or parties executing the same.

IN WITNESS WHEREOF this instrument is executed as of the date first above written.

Boyd Allinson

Mary Jane Allinson

LESSORS

LESSEE

ALPHA MINERAL COMPANY
753 W. CREEKSIDE DRIVE
HOUSTON 24, TEXAS

EXHIBIT "A"

Attached to and made a part of oil, gas and mineral lease dated April 17, 1961, from Boyd Allinson and Mary Jane Allinson, his wife, to L. W. Minturn.

Description:

That part of the East Half of the Northeast Quarter of the Southwest Quarter (E½ of NE¼ of SW¼) lying west of State Highway No. 35 as now located, of Section 30, Township 2 South, Range 14 West, and being the same land described in deed dated June 13, 1952, from Moses Kidd and Annie Kidd, his wife, to Mary Jane Allinson, and recorded inBook 65, Page 409 of the Deed Records of Saline County, Arkansas, containing five acres, more or less, said record and its references being hereby referred to for all purposes.

Boyd Allinson
Boyd Allinson

Mary Jane Allinson
Mary Jane Allinson
(Signed for Identification)

ALPHA MINERAL COMPANY
753 W. CREEKSIDE DRIVE
HOUSTON 24, TEXAS

8A
16

STATE OF ARKANSAS : On this day came before me, a
COUNTY OF PULASKI : Notary Public duly commissioned and acting within and for said county and state, Boyd Allinson to me well known as the Lessor in the foregoing instrument, and stated that he had executed the same for the consideration and purposes therein mentioned and set forth. And on the same day also voluntarily appeared before me Mary Jane Allinson, wife of Boyd Allinson, to me well known, and in the absence of her said husband declared that she had of her own free will executed said instrument for the consideration and purposes therein contained and set forth without compulsion or undue influence of her said husband. WITNESS my hand and official seal on this 17th day of April, 1961.

Frank K Hayes
Notary Public in and for
Pulaski County,
Arkansas

STATE OF _____ : On this day came before me, a
COUNTY OF _____ : Notary Public duly commissioned and acting within and for said county and state, _____, to me well known as the Lessor in the foregoing instrument, and stated that he had executed the same for the consideration and purposes therein mentioned and set forth. WITNESS my hand and official seal on this ____ day of _____, 196_.

Notary Public in and for
_____ County,

STATE OF _____ : On this day before me, a Notary
COUNTY OF _____ : Public duly commissioned and acting within said county and state, appeared in person _____, to me personally well known, who stated that he is the _____ President of _____, a corporation, and is duly authorized in his capacity to execute the foregoing instrument for and in the name and behalf of said corporation and further stated and acknowledged that he had so signed, executed and delivered said foregoing instrument for the consideration, uses and purposes therein mentioned and set forth. WITNESS my hand and official seal on this ____ day of _____, 196_.

Notary Public in and for
_____ County,

Filed for record on this the 27th day of November, 1961 at 11:15 A.M., and same is duly recorded in Misc. Record Book 3, at page 87.

Marshall Gipson
Circuit Clerk & Recorder

By Ruth Gipson D.C.

ALPHA MINERAL COMPANY
753 W. CREEKSIDE DRIVE
HOUSTON 24, TEXAS

8.00 pd.

PLS RETURN TO:

L.W. MINTURN
753 WEST CREEKSIDE DRIVE
HOUSTON 24 TEXAS

ALPHA MINERAL COMPANY
753 W. CREEKSIDE DRIVE
HOUSTON 24, TEXAS

91
91

STANDARD FORM NO. 156—POUND PRINTING CO., HOUSTON, TEXAS

Alpha Mineral Company

NAME OF COMPANY

Check No. 70 Date March 22 1962

Alpha Mineral Company has this day deposited in Benton State Bank, Benton, Arkansas, the sum of Two Hundred ($200.00)---------- Dollars, for the credit of persons named below in amounts stated in payment of annual rental, under oil and gas lease dated 22nd day of April 1961 and recorded in Vol. 3, Page 73, Misc. Records of Saline County ~~or Parish~~ and State of Arkansas.

from May Tudor, et al to L.W. Minturn covering 20 acres of land as described in said lease.

| LEASE NO. | FOR CREDIT OF | AMOUNT | COUNTY | ACRES |
|---|---|---|---|---|
| 14 | May Tudor; Harold Beaty and wife, Lexie Edith Beaty, and W. G. Tudor and wife, Rosemarie Tudor | $200.00 | Saline County, Arkansas | 20 |

BENTON STATE BANK
BENTON, ARKANSAS

Please Sign and Return to Sender

ALPHA MINERAL COMPANY
753 W. CREEKSIDE DRIVE
HOUSTON 24, TEXAS

Sign here

By

Date Received MAR 26 1962

STANDARD FORM NO. 156—POUND PRINTING CO., HOUSTON, TEXAS

Alpha Mineral Company
NAME OF COMPANY

Check No. 70 Date March 22 19 62

Alpha Mineral Company has this day deposited in Benton State Bank, Benton, Arkansas, the sum of Two Hundred ($200.00)---------- Dollars, for the credit of persons named below in amounts stated in payment of annual rental, under oil and gas lease dated 22nd day of April 19 61 and recorded in Vol. 3, Page 73, Misc. Records of Saline County ~~or Parish~~ and State of Arkansas.

from May Tudor, et al to L.W. Minturn covering 20 acres of land as described in said lease.

| LEASE NO. | FOR CREDIT OF | AMOUNT | COUNTY | ACRES |
|---|---|---|---|---|
| 14 | May Tudor; Harold Beaty and wife, Lexie Edith Beaty, and W. G. Tudor and wife, Rosemarie Tudor | $200.00 | Saline County, Arkansas | 20 |

Sign here

By

Date Received

Lease #14

#4

FILED
SALINE CIRCUIT &
CHANCERY CLERK

11:13 A.M. 27 NOV '61
BY Ruth Gipson

MISC. 3 PAGE 73

OIL, GAS AND MINERAL LEASE

THE STATE OF ARKANSAS )
COUNTY OF SALINE )

This agreement made this 22nd day of April, 1961, ~~1960~~, between May Tudor, a widow; Harold Beaty and Lexie Edith Beaty, his wife; and W. G. Tudor and Rosemarie Tudor, his wife, (hereinafter called "Lessor" whether one or more), whose address is Benton, Arkansas, and L. W. Minturn, as Lessee, whose address is 753 West Creekside Drive, Houston, 24, Texas

W I T N E S S E T H:

Lessor in consideration of $ 10.00 cash in hand paid by Lessee, the receipt of which is hereby acknowledged and in consideration of the rentals and royalties herein provided for, does hereby GRANT, LEASE and LET exclusively unto Lessee the land described in Exhibit "A" which is attached hereto and made a part hereof, (hereinafter called the "Leased Premises") for the purpose of investigating, exploring, prospecting, drilling, excavating, mining for, producing, treating, storing, handling, transporting and carrying away oil, gas, bauxite, sulphur, magnetite and all other minerals, together with the right of ingress and egress to and from the Leased Premises and the right to bore prospect holes, sink shafts or slopes, build and construct roads, pipelines, power stations, power lines, telephone lines, tanks and to erect and maintain machinery or equipme

the production, removal or benefication of minerals or ores which may be found in, on or under the Leased Premises.

This lease is made, executed and delivered subject to the following terms and conditions:

1.

This lease shall be for a term of ~~ten (10)~~ Two years from the date hereof (called "Primary Term") and as long thereafter as any mineral is produced from the Leased Premises or Lessee is engaged with no cessation of more than sixty (60) consecutive days in exploratory or mining operations on the Leased Premises for the discovery or production of minerals.

2.

The royalties to be paid by Lessee are:

(a) on oil, one-eighth (1/8) of that produced and saved from said land, the same to be delivered at the wells or to the credit of Lessor into the pipeline to which the wells may be connected; Lessee may from time to time purchase any royalty oil in its possession, paying the market price therefor prevailing for the field where produced on the date of purchase;

(b) on gas, including casinghead gas or other gaseous substance, produced from said land and sold or used off the premises or for the extraction of gasoline or other product therefrom the market value at the well of one-eighth (1/8) of the gas so sold or used, provided that on gas sold at the wells the royalty shall be one-eighth (1/8) of the amount realized from such sale; while there is a gas well on this lease or on acreage pooled there-



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753 W. CREEKSIDE DRIVE
HOUSTON 24, TEXAS

with, but gas is not being sold or used, Lessee may pay as royalty, on or before ninety (90) days after the date on which said well is shut in and thereafter at monthly intervals, the sum of Twenty Five Dollars and if such payment is made or tendered, this lease shall not terminate and it will be considered that gas is being produced from this lease in paying quantities;

(c) On all minerals other than oil and gas which shall be mined or produced from the Leased Premises and removed from said Leased Premises or used or sold by Lessee, the royalties shall be as follows: (i) on sulphur 100 ¢ per ton; (ii) on bauxite 75 ¢ per ton; (iii) on magnetite or iron ore aggregate 25 ¢ per ton; (iv) on fissionable minerals 10 % of the value thereof as determined or established by the Atomic Energy Commission or other governmental agency having jurisdiction; (v) on all other minerals 10 % of the value thereof at the well or mine or the same percentage of the net mill or smelter returns, whichever is greater; (vi) the word "ton" in all instances shall mean a long ton of 2240 pounds; (vii) for the purpose of calculating royalties on any mineral or ore on which the royalty is a percentage of the value and which is marketed off the Leased Premises, the cost of transportation shall be deducted and the phrase "net mill or smelter returns" shall mean the proceeds received by Lessee after deducting transportation, milling and smelting charges.

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All ores mined from the Leased Premises but not removed therefrom within ninety (90) days following the expiration or other termination of this lease shall be the property of Lessor.

3.

Lessee shall pay to Lessor annually in advance commencing one (1) year from the date hereof a rental in the amount of Ten Dollars ~~One Dollar ($1.00~~) per acre for the Leased Premises which, for the purpose of calculating such rental are estimated to comprise 20 acres. Such rental shall be applied as a credit against royalties due to Lessor on minerals produced during the twelve months next succeeding the date of payment. Such rental may be paid to Lessor at the address shown above unless and until Lessee shall be notified of a different address or such payment may be made or tendered to Lessor in the Benton State Bank at Benton, Arkansas. Any such payment may be made by the check or draft of Lessee mailed or delivered to Lessor at said address or to said bank. Lessee may at any time or times execute and deliver to Lessor or to the bank above named or place of record a release or releases of all or any part of the Leased Premises and be relieved of all obligations as to the acreage surrendered, and thereafter the rental above provided for shall be reduced in the proportion that the acreage covered hereby is reduced by such release or releases.

4.

If during the Primary Term Lessee shall conduct core drilling or other exploratory operations which do not indicate



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HOUSTON 24, TEXAS

the presence of any mineral covered by this lease or if any mineral shall be discovered and produced and the production thereof shall cease during the Primary Term, this lease shall not thereby be terminated but shall continue in force during said Primary Term. If any mineral is mined and produced from the Leased Premises and the production or mining thereof shall cease after the Primary Term, this lease shall not terminate if Lessee resumes mining operations or commences operations for reworking any existing mine or well within ninety (90) days after such cessation of production.

5.

The failure of Lessee to make any payment of rental or royalty due hereunder or to keep or perform any covenant or agreement to be kept or performed by Lessee, in the manner and at the time herein specified, unless excused by force majeure or some other provision of this lease, shall constitute a default which shall at the option of Lessor be cause for termination of this lease unless such default has been remedied within sixty (60) days after Lessor has given notice in writing to Lessee specifying the facts relied upon as constituting a breach hereof or default hereunder and stating that the option to terminate this lease will be exercised if Lessee shall fail within sixty (60) days from the date of such notice to remedy such default.

6.

Notices required or permitted hereunder shall be in writing sent by registered United States mail, postage prepaid, to the address of Lessor and Lessee, respectively, as set forth above, unless and until either party shall notify the other of a change of address.



ALPHA MINERAL COMPANY
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HOUSTON 24, TEXAS

7.

Lessee shall be excused from the performance of any drilling or mining operations or from the performance of any other obligation hereunder (except the payment of rentals and royalties) during such time as Lessee may be prevented from so doing by reason of force majeure. The term "force majeure" as used herein shall mean acts of God, fire, flood, power failure, accident or breakage to machinery or equipment, strikes, labor difficulties, arrests or restraints of government, wars, mob violence, storms, inability to obtain equipment or material, or any other cause, whether or not herein enumerated, which is not reasonably within the control of Lessee. During the continuance of any such condition of force majeure this lease shall continue in force regardless of any provision herein contained to the contrary notwithstanding.

8.

Lessee shall pay Lessor for actual damages to fences, growing crops or other property of Lessor caused by exploratory operations conducted by Lessee hereunder. In the event of actual mining operations, however, Lessee shall not be liable for any permanent damage to the land which may be caused by operations which are reasonably necessary in exercising the rights hereby granted to Lessee.

9.

Lessee shall make and keep an accurate record and account of all ores and other minerals mined and removed from the leased premises and the amounts received from the sale thereof. All such records and accounts shall be made available for the examination by Lessor or his representative at the offices of Lessee at any reasonable time. Lessor shall have the right

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HOUSTON 24, TEXAS

at his sole risk at all times to observe and inspect any operations or workings being conducted by Lessee on the Leased Premises.

10.

Any taxes such as severance or production taxes imposed upon any mineral covered hereby shall be borne by the parties in proportion to their respective interests, and any such tax paid by Lessee shall be deducted before calculating the value of the minerals for the purpose of paying royalties.

11.

Any buildings, machinery or equipment erected, installed or placed by Lessee on the Leased Premises shall not be deemed to be fixtures, but shall remain the property of Lessee and may be removed by Lessee at any time during the term of this lease or within six (6) months after termination hereof.

12.

This lease and the rights of either party hereunder may be assigned in whole or in part, and the provisions hereof shall extend to the heirs, successors and assigns of the respective parties; but no change or division in such ownership shall be binding on Lessee until thirty (30) days after Lessee shall have been furnished notice thereof by registered United States mail together with a certified copy of the recorded instrument or instruments evidencing the same. In the event of assignment hereof in whole or in part, liability for breach of any obligation hereunder shall rest exclusively upon the owner of this lease, or portion hereof, committing such breach.

13.

Lessor hereby warrants and agrees to defend the title to said land and agrees that Lessee at its option may discharge any tax, mortgage or other lien upon said land, either in whole

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753 W. CREEKSIDE DRIVE
HOUSTON 24, TEXAS

or in part; and in event Lessee does so, it shall be subrogated to such lien with right to enforce same and apply rentals and royalties accruing hereunder toward satisfying same. Without impairment of Lessee's rights under the warranty in event of failure of title, it is agreed that if Lessor owns an interest in the oil, gas or other minerals on, in or under said land less than the entire fee simple estate, whether or not this lease purports to cover the whole or a fractional interest, then the royalties and rentals to be paid Lessor shall be reduced in the proportion that his interest bears to the whole and undivided fee and in accordance with the nature of the estate of which Lessor is seized. Failure of Lessee to reduce rental paid hereunder shall not impair the right of Lessee to reduce royalties.

In consideration of the premises, each married woman joining her husband in the execution of this instrument, hereby releases and relinquishes unto Lessee all her right or possibility of dower and homestead in and to the Leased Premises, but only to the extent of the terms and provisions of this instrument. Should any one or more of the parties named above as Lessor fail to execute this lease, it shall nevertheless be binding upon the party or parties executing the same.

IN WITNESS WHEREOF this instrument is executed as of the date first above written.

May Tudor
W. G. Tudor
Rosemarie Tudor
Harold Beaty
Lerlee Edith Beaty
LESSORS

LESSEE

ALPHA MINERAL COMPANY
753 W. CREEKSIDE DRIVE
HOUSTON 24, TEXAS

EXHIBIT "A"

Attached to and made a part of oil, gas and mineral lease dated April 22, 1961, between Mae Tudor, a widow, Harold Beatty and Lexie Edith Beatty, his wife, and W. G. Tudor and Rosemarie Tudor, his wife, and L. W. Minturn.

DESCRIPTION:

Part of the Northeast Quarter of the Southwest Quarter (NE¼ of SW¼) and part of the Northwest Quarter of the Southwest Quarter (NW¼ of SW¼), of Section 29, Township 2 South, Range 14 West, described as follows:

Starting at the northeast corner of the Southwest Quarter; than running South to the center of the Pine Bluff and Benton road now running through said land; thence West 124 rods with said road bed; Thence north to the north line of said land; thence east to the place of beginning, containing 20 acres, more or less, and being the same land described in deed dated September 4, 1911, from J. I. Steele to G. C. Tudor, and recorded in Book 1, Page 173 of the Deed Records of Saline County, Arkansas, said record and its references being hereby referred to for all purposes.

Mae Tudor
Mae Tudor

W. G. Tudor
W. G. Tudor

Rosemarie Tudor
Rosemarie Tudor

Harold Beatty
Harold Beatty

Lexie Edith Beatty
Lexie Edith Beatty

(Signed for Identification)

ALPHA MINERAL COMPANY
753 W. CREEKSIDE DRIVE
HOUSTON 24, TEXAS

STATE OF ARKANSAS : On this day came before me, a Justice of the Peace
COUNTY OF SALINE : ~~Notary Public~~ duly commissioned and acting within and for said county and state, appeared W. G. Tudor to me well known as the Lessor in the foregoing instrument, and stated that he had executed the same for the consideration and purposes therein mentioned and set forth. And on the same day also voluntarily appeared before me Rosemarie Tudor, wife of W. G. Tudor, to me well known, and in the absence of her said husband declared that she had of her own free will executed said instrument for the consideration and purposes therein contained and set forth without compulsion or undue influence of her said husband. WITNESS my hand and official seal on this 12 day of April, 1961.

A. B. Hester
Justice of the Peace
~~Notary Public~~ in and for Saline County, Arkansas
Commission Exp Dec 31 - 1962

STATE OF ARKANSAS : On this day came before me, a Justice of the Peace
COUNTY OF SALINE : ~~Notary Public~~ duly commissioned and acting within and for said county and state, appeared Mae Tudor, a widow, to me well known as the Lessor in the foregoing instrument, and stated that she had executed the same for the consideration and purposes therein mentioned and set forth. WITNESS my hand and official seal on this 12 day of April, 1961.

A. B. Hester
Justice of the Peace
~~Notary Public~~ in and for Saline County, Arkansas
Commission Exp Dec 31, 1962

STATE OF ARKANSAS ;
COUNTY OF SALINE ;

On this day came before me, a ~~Notary Public~~ Justice of the Peace duly commissioned and acting within and for said county and state, appeared Harold Beatty to me well known as the lessor in the foregoing instrument, and stated that he had executed the same for the consideration and purposes therein mentioned and set forth. And on the same day also voluntarily appeared before me Lexie Edith Beatty, wife of Harold Beatty, to me well known, and in the absence of her husband declared that she had of her own free will executed said instrument for the consideration and purposes therein contained and set forth without compulsion or undue influence of her said hustand. WITNESS MY hand and official seal on this 12 day or April, 1961.

A. B. Hester
Justice of the Peace
~~Notary Public~~ in and for Saline County, Arkansas.
Commission Exp Dec 31, 1962

Filed for record on this the 27th day of November, 1961 at 11:13 A.M., and same is duly recorded in Misc. Record Book 3, at page 73.

Marshall Gipson
Circuit Clerk & Recorder

By Ruth Gipson D.C.

ALPHA MINERAL COMPANY
753 W. CREEKSIDE DRIVE
HOUSTON 24, TEXAS

8.00
pd

PLS RETURN TO

L. W. MINTURN
753 WEST CREEKSIDE DRIVE
HOUSTON 24, TEXAS

ALPHA MINERAL COMPANY
753 W. CREEKSIDE DRIVE
HOUSTON 24, TEXAS

LI
01

Lease #14

FILED
SALINE CIRCUIT &
CHANCERY CLERK
11:14 AM 27 NOV '61
BY Ruth Gipson

MISC. 3 PAGE 83

AMENDMENT OF OIL, GAS AND MINERAL LEASE

THE STATE OF ARKANSAS )
)
COUNTY OF SALINE )

WHEREAS, under date of April 22, 1961 an oil, gas and mineral lease was executed by May Tudor, a widow; Harold Beaty and wife, Lexie Edith Beaty; and W. G. Tudor and wife, Rosemarie Tudor, called "Lessor", in favor of L. W. MINTURN, called "Lessee", covering the following described land in Saline County, Arkansas:

Part of the Northeast Quarter of the Southwest Quarter (NE/4 of SW/4) and part of the Northwest Quarter of the Southwest Quarter (NW/4 of SW/4) of Section 29, Township 2 South, Range 14 West, described as follows: Starting at the Northeast corner of the Southwest Quarter; then running South to the center of the Pine Bluff and Benton Road, now running through said land; thence West 124 rods with said road bed; thence North to the North line of said land; thence East to the place of beginning, containing 20 acres, more or less, and being the same land described in deed dated September 4, 1911 from J. I. Steele to G. C. Tudor and recorded in Book 1, page 173 of the Deed Records of Saline County, Arkansas, said record and its references being hereby referred to for all purposes.

WHEREAS, the parties to said lease have agreed that the same shall be amended as hereinafter provided;

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS: That said Lessor and Lessee, in consideration of the mutual covenants and agreements herein contained and other good and valuable considerations, do hereby agree that the above described lease shall be and the same is hereby amended as follows:

ALPHA MINERAL COMPANY
753 W. CREEKSIDE DRIVE
HOUSTON 24, TEXAS

ALPHA M...
753 W. CREEKSI... ...VE
HOUSTON 24, TEXAS

1. The royalty on magnetite or iron ore aggregate shall be five mills ($0.005) per iron unit (22.4 pounds of iron) rather than and in lieu of the royalty of 25¢ per ton as provided in Paragraph 2(c)(iii) of said lease.

2. The rates prescribed for the payment of royalties on sulphur, bauxite, magnetite and iron ore aggregate shall remain unchanged through the calendar year 1965 but at the beginning of the calendar year 1966 and at the beginning of each calendar year thereafter, a fraction shall be determined, the numerator of which shall be the average of the twelve (12) next preceding monthly publications of the Wholesale Commodity Price Index (all commodities), published by the Federal Reserve System, and the denominator of which shall be the average of the twelve (12) monthly publications of the Wholesale Commodity Price Index (all commodities) of the calendar year 1960; the rates provided for royalties on sulphur, bauxite and magnetite or iron ore aggregate shall be multiplied by this fraction and the result shall be adjusted to the nearest one cent (1¢) for sulphur and bauxite and to the nearest whole mill for magnetite or iron ore aggregate; such new rates shall be used for all payments due during the ensuing calendar year; the indexes referred to herein are those computed on a basis of an index of 100 for the average of the three years, 1947, 1948 and 1949.

3. Lessee is hereby granted the right, power and authority at the option of Lessee, at any time or times to pool, combine and unitize the land (hereinafter called the Leased Premises) covered by the above described lease (hereinafter called said Lease) or any portion thereof with any other land, lease or leases in the vicinity thereof, when in Lessee's judgment it is necessary or advisable so to do, for the purpose of developing and operating the Leased Premises and producing, mining and removing therefrom oil, gas or other minerals in accordance with the terms of said Lease. Such pooling may in any instance include all oil, gas and other minerals or may be limited to any one or more of such substances. Likewise, any such pooling may extend to and cover the production of the substance or substances committed to such pooled unit from any depth or may be limited to one or more zones, veins, depths, horizons or formations. Any pooled unit created hereunder shall not exceed 40 acres in surface area for oil, or 640 acres in surface area for gas, or 640 acres in surface area for any or all other minerals. The pooling by Lessee in any one or more instances shall not exhaust the right of Lessee to pool any remaining unpooled portion of the Leased Premises or any mineral not theretofore pooled into other units. Lessee shall file for record in the appropriate records of the county in which the Leased Premises are situated an instrument describing and designating the pooled acreage as a pooled unit, setting forth the effective date thereof and describing the acreage, zones, formations and substances pooled. The right, power and authority hereby given to Lessee for the formation of pooled units may be

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exercised either before or after a well or mine has been drilled or opened or before or after the substance or substances committed to such pooled unit may have been found to exist in commercial quantities in, on or under the Leased Premises. The mining, drilling for, or production of the substance or substances committed to the pooled unit, and all operations conducted by Lessee in connection therewith on or within any such pooled unit shall be treated as if such mining, drilling, or production or operations in connection therewith were conducted on the Leased Premises. For the purpose of computing the royalties to which the Lessor or other owners of royalties on the production from the Leased Premises of the substance or substances committed to the pooled unit shall be entitled, there shall be allocated to said Lease the proportion of such production from any such unit (whether or not from the land covered by said Lease) that the number of surface acres covered by said Lease and included in the unit bears to the total number of surface acres in such unit; royalties shall be paid hereunder only on that portion of such production so allocated to said Lease, which shall be in lieu of any other royalties.

The above described lease, as hereby amended, is declared to be in full force and effect and the undersigned Lessors hereby grant, lease and let the above described premises unto said Lessee in accordance with and subject to the terms and provisions of said lease as amended by the terms and provisions of this instrument.

This instrument of amendment may be executed in any number of counterparts, each of which shall be deemed to be an original and shall be binding upon the party or parties executing the same whether or not a counterpart hereof shall be executed by each Lessor named in said lease.

WITNESS THE EXECUTION HEREOF this 17th day of NOVEMBER, 1961.

Lexie Edith Beaty
Harold Beaty

May Tudor
W. G. Tudor
Rosemarie Tudor
L. W. Mintum, Lessee

ALPHA MINERAL COMPANY
753 W. CREEKSIDE DRIVE
HOUSTON 24, TEXAS

STATE OF Arkansas )
)
COUNTY OF Saline )

On this day came before me, a Notary Public duly commissioned and acting within and for said county and state,

May Tudor, a widow,

to me well known as the Lessor in the foregoing instrument, and stated that ~~s~~ he had executed the same for the consideration and purposes therein mentioned and set forth.

WITNESS my hand and official seal on this 24th day of November, 1961.

My commission expires: 9-9-65

Hattie K. Floyd
Notary Public in and for
Saline County, Arkansas

STATE OF Arkansas )
)
COUNTY OF Saline )

On this day came before me, a Notary Public duly commissioned and acting within and for said county and state,

Harold Beaty and W. G. Tudor

to me well known as the Lessor in the foregoing instrument, and stated that ~~t~~ he y had executed the same for the consideration and purposes therein mentioned and set forth. And on the same day also voluntarily appeared before me

Lexie Edith Beaty and Rosemarie Tudor, ~~wife~~ (wives)

of Harold Beaty and W. G. Tudor,

to me well known, and in the absence of ~~her~~ (their) husband(s) declared that ~~she~~ (they) had of ~~her~~ (their) own free will executed said instrument for the consideration and purposes therein contained and set forth without compulsion or undue influence of ~~her~~ (their) said husband(s).

WITNESS my hand and official seal on this 24th day of November, 1961.

My commission expires: 9-9-65

Hattie K. Floyd
Notary Public in and for
Saline County, Arkansas

Filed for record on this the 27th day of November, 1961 at 11:14 A.M., and same is duly recorded in Misc. Record Book 3, at page 83.

Marshall Gipson
Circuit Clerk & Recorder

By Ruth Gipson D.C.

ALPHA MINERAL COMPANY
753 W. CREEKSIDE DRIVE
HOUSTON 24, TEXAS

3.00
pd.

PLS RETURN TO:

L.W. MINTURN
753 WEST CREEKSIDE DRIVE
HOUSTON 24, TEXAS

ALPHA MINERAL COMPANY
753 W. CREEKSIDE DRIVE
HOUSTON 24, TEXAS

STANDARD FORM NO. 156—POUND PRINTING CO., HOUSTON, TEXAS

Alpha Mineral Company

NAME OF COMPANY

Check No. 71 Date March 22 1962

Alpha Mineral Company has this day deposited in Benton State Bank, Benton, Arkansas, the sum of Four Hundred ($400.00) ---------- Dollars, for the credit of persons named below in amounts stated in payment of annual rental, under oil and gas lease dated 17th day of April 1961 and recorded in Vol. 3, Page 35, Misc. Records of Saline County ~~or Parish~~ and State of Arkansas.

from Moses Kidd, et ux to L.W. Minturn covering 40 acres of land as described in said lease.

| LEASE NO. | FOR CREDIT OF | AMOUNT | COUNTY | ACRES |
|---|---|---|---|---|
| 15 | Moses Kidd and wife, Annie Kidd | $400.00 | Saline County, Arkansas | 40 |

Please Sign and Return to Sender

ALPHA MINERAL COMPANY
753 W. CREEKSIDE DRIVE
HOUSTON 24, TEXAS

Sign here BENTON STATE BANK BENTON, ARKANSAS

By

Date Received MAR 26 1962

STANDARD FORM NO. 156—POUND PRINTING CO., HOUSTON, TEXAS

Alpha Mineral Company

NAME OF COMPANY

Check No. 71 Date March 22 19 62

Alpha Mineral Company has this day deposited in Benton State Bank, Benton, Arkansas, the sum of Four Hundred ($400.00) ---------- Dollars, for the credit of persons named below in amounts stated in payment of annual rental, under oil and gas lease dated 17th day of April 19 61 and recorded in Vol. 3, Page 35, Misc. Records of Saline County ~~or Parish~~ and State of Arkansas.

from Moses Kidd, et ux to L.W. Minturn covering 40 acres of land as described in said lease.

| LEASE NO. | FOR CREDIT OF | AMOUNT | COUNTY | ACRES |
|---|---|---|---|---|
| 15 | Moses Kidd and wife, Annie Kidd | $400.00 | Saline County, Arkansas | 40 |

Sign here

By

Date Received

Lease #15

#5

FILED
SALINE CIRCUIT &
CHANCERY CLERK

(2)

MISC. 3 PAGE 35

9:23 A M 21 NOV '61
BY Edna Crouch

OIL, GAS AND MINERAL LEASE

THE STATE OF ARKANSAS )
)
COUNTY OF SALINE )

This agreement made this 17th day of April, 1961, ~~1960~~, between Moses Kidd and Annie Kidd, his wife,

(hereinafter called "Lessor" whether one or more), whose address is Benton, Arkansas,

and L. W. Minturn,

as Lessee, whose address is 753 West Creekside Drive, Houston 24, Texas

W I T N E S S E T H:

Lessor in consideration of $ 10.00 cash in hand paid by Lessee, the receipt of which is hereby acknowledged and in consideration of the rentals and royalties herein provided for, does hereby GRANT, LEASE and LET exclusively unto Lessee the land described in Exhibit "A" which is attached hereto and made a part hereof, (hereinafter called the "Leased Premises") for the purpose of investigating, exploring, prospecting, drilling, excavating, mining for, producing, treating, storing, handling, transporting and carrying away oil, gas, bauxite, sulphur, magnetite and all other minerals, together with the right of ingress and egress to and from the Leased Premises and the right to bore prospect holes, sink shafts or slopes, build and construct roads, pipelines, power stations, power lines, telephone lines, tanks and to erect and maintain machinery or equipment for



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the production, removal or benefication of minerals or ores which may be found in, on or under the Leased Premises.

This lease is made, executed and delivered subject to the following terms and conditions:

1.

This lease shall be for a term of ~~ten (10)~~ Two years from the date hereof (called "Primary Term") and as long thereafter as any mineral is produced from the Leased Premises or Lessee is engaged with no cessation of more than sixty (60) consecutive days in exploratory or mining operations on the Leased Premises for the discovery or production of minerals.

2.

The royalties to be paid by Lessee are:

(a) on oil, one-eighth (1/8) of that produced and saved from said land, the same to be delivered at the wells or to the credit of Lessor into the pipeline to which the wells may be connected; Lessee may from time to time purchase any royalty oil in its possession, paying the market price therefor prevailing for the field where produced on the date of purchase;

(b) on gas, including casinghead gas or other gaseous substance, produced from said land and sold or used off the premises or for the extraction of gasoline or other product therefrom the market value at the well of one-eighth (1/8) of the gas so sold or used, provided that on gas sold at the wells the royalty shall be one-eighth (1/8) of the amount realized from such sale; while there is a gas well on this lease or on acreage pooled there-



ALPHA MINERAL COMPANY
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with, but gas is not being sold or used, Lessee may pay as royalty, on or before ninety (90) days after the date on which said well is shut in and thereafter at monthly intervals, the sum of Twenty Five Dollars ~~Dollars~~ and if such payment is made or tendered, this lease shall not terminate and it will be considered that gas is being produced from this lease in paying quantities;

(c) On all minerals other than oil and gas which shall be mined or produced from the Leased Premises and removed from said Leased Premises or used or sold by Lessee, the royalties shall be as follows: (i) on sulphur 100 ¢ per ton; (ii) on bauxite 75 ¢ per ton; (iii) on magnetite or iron ore aggregate 25 ¢ per ton; (iv) on fissionable minerals 10 % of the value thereof as determined or established by the Atomic Energy Commission or other governmental agency having jurisdiction; (v) on all other minerals 10 % of the value thereof at the well or mine or the same percentage of the net mill or smelter returns, whichever is greater; (vi) the word "ton" in all instances shall mean a long ton of 2240 pounds; (vii) for the purpose of calculating royalties on any mineral or ore on which the royalty is a percentage of the value and which is marketed off the Leased Premises, the cost of transportation shall be deducted and the phrase "net mill or smelter returns" shall mean the proceeds received by Lessee after deducting transportation, milling and smelting charges.



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All ores mined from the Leased Premises but not removed therefrom within ninety (90) days following the expiration or other termination of this lease shall be the property of Lessor.

3.

Lessee shall pay to Lessor annually in advance commencing one (1) year from the date hereof a rental in the amount of Ten Dollars ~~One Dollar ($1.00)~~ per acre for the Leased Premises which, for the purpose of calculating such rental are estimated to comprise 40 acres. Such rental shall be applied as a credit against royalties due to Lessor on minerals produced during the twelve months next succeeding the date of payment. Such rental may be paid to Lessor at the address shown above unless and until Lessee shall be notified of a different address or such payment may be made or tendered to Lessor in the Benton State Bank at Benton, Arkansas. Any such payment may be made by the check or draft of Lessee mailed or delivered to Lessor at said address or to said bank. Lessee may at any time or times execute and deliver to Lessor or to the bank above named or place of record a release or releases of all or any part of the Leased Premises and be relieved of all obligations as to the acreage surrendered, and thereafter the rental above provided for shall be reduced in the proportion that the acreage covered hereby is reduced by such release or releases.

4.

If during the Primary Term Lessee shall conduct core drilling or other exploratory operations which do not indicate



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the presence of any mineral covered by this lease or if any mineral shall be discovered and produced and the production thereof shall cease during the Primary Term, this lease shall not thereby be terminated but shall continue in force during said Primary Term. If any mineral is mined and produced from the Leased Premises and the production or mining thereof shall cease after the Primary Term, this lease shall not terminate if Lessee resumes mining operations or commences operations for reworking any existing mine or well within ninety (90) days after such cessation of production.

5.

The failure of Lessee to make any payment of rental or royalty due hereunder or to keep or perform any covenant or agreement to be kept or performed by Lessee, in the manner and at the time herein specified, unless excused by force majeure or some other provision of this lease, shall constitute a default which shall at the option of Lessor be cause for termination of this lease unless such default has been remedied within sixty (60) days after Lessor has given notice in writing to Lessee specifying the facts relied upon as constituting a breach hereof or default hereunder and stating that the option to terminate this lease will be exercised if Lessee shall fail within sixty (60) days from the date of such notice to remedy such default.

6.

Notices required or permitted hereunder shall be in writing sent by registered United States mail, postage prepaid, to the address of Lessor and Lessee, respectively, as set forth above, unless and until either party shall notify the other of a change of address.

ALPHA MINERAL COMPANY
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HOUSTON 24, TEXAS

7.

Lessee shall be excused from the performance of any drilling or mining operations or from the performance of any other obligation hereunder (except the payment of rentals and royalties) during such time as Lessee may be prevented from so doing by reason of force majeure. The term "force majeure" as used herein shall mean acts of God, fire, flood, power failure, accident or breakage to machinery or equipment, strikes, labor difficulties, arrests or restraints of government, wars, mob violence, storms, inability to obtain equipment or material, or any other cause, whether or not herein enumerated, which is not reasonably within the control of Lessee. During the continuance of any such condition of force majeure this lease shall continue in force regardless of any provision herein contained to the contrary notwithstanding.

8.

Lessee shall pay Lessor for actual damages to fences, growing crops or other property of Lessor caused by exploratory operations conducted by Lessee hereunder. In the event of actual mining operations, however, Lessee shall not be liable for any permanent damage to the land which may be caused by operations which are reasonably necessary in exercising the rights hereby granted to Lessee.

9.

Lessee shall make and keep an accurate record and account of all ores and other minerals mined and removed from the leased premises and the amounts received from the sale thereof. All such records and accounts shall be made available for the examination by Lessor or his representative at the offices of Lessee at any reasonable time. Lessor shall have the right



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HOUSTON 24, TEXAS

at his sole risk at all times to observe and inspect any operations or workings being conducted by Lessee on the Leased Premises.

10.

Any taxes such as severance or production taxes imposed upon any mineral covered hereby shall be borne by the parties in proportion to their respective interests, and any such tax paid by Lessee shall be deducted before calculating the value of the minerals for the purpose of paying royalties.

11.

Any buildings, machinery or equipment erected, installed or placed by Lessee on the Leased Premises shall not be deemed to be fixtures, but shall remain the property of Lessee and may be removed by Lessee at any time during the term of this lease or within six (6) months after termination hereof.

12.

This lease and the rights of either party hereunder may be assigned in whole or in part, and the provisions hereof shall extend to the heirs, successors and assigns of the respective parties; but no change or division in such ownership shall be binding on Lessee until thirty (30) days after Lessee shall have been furnished notice thereof by registered United States mail together with a certified copy of the recorded instrument or instruments evidencing the same. In the event of assignment hereof in whole or in part, liability for breach of any obligation hereunder shall rest exclusively upon the owner of this lease, or portion hereof, committing such breach.

13.

Lessor hereby warrants and agrees to defend the title to said land and agrees that Lessee at its option may discharge any tax, mortgage or other lien upon said land, either in whole

ALPHA MINERAL COMPANY
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HOUSTON 24, TEXAS

or in part; and in event Lessee does so, it shall be subrogated to such lien with right to enforce same and apply rentals and royalties accruing hereunder toward satisfying same. Without impairment of Lessee's rights under the warranty in event of failure of title, it is agreed that if Lessor owns an interest in the oil, gas or other minerals on, in or under said land less than the entire fee simple estate, whether or not this lease purports to cover the whole or a fractional interest, then the royalties and rentals to be paid Lessor shall be reduced in the proportion that his interest bears to the whole and undivided fee and in accordance with the nature of the estate of which Lessor is seized. Failure of Lessee to reduce rental paid hereunder shall not impair the right of Lessee to reduce royalties.

In consideration of the premises, each married woman joining her husband in the execution of this instrument, hereby releases and relinquishes unto Lessee all her right or possibility of dower and homestead in and to the Leased Premises, but only to the extent of the terms and provisions of this instrument. Should any one or more of the parties named above as Lessor fail to execute this lease, it shall nevertheless be binding upon the party or parties executing the same.

IN WITNESS WHEREOF this instrument is executed as of the date first above written.

Moses Kidd

Annie Kidd

LESSORS

LESSEE

ALPHA MINERAL COMPANY
753 W. CREEKSIDE DRIVE
HOUSTON 24, TEXAS

EXHIBIT "A"

Attached to and made a part of oil, gas and mineral lease dated April 17, 1961, from Moses Kidd and Annie Kidd, his wife, to L. W. Minturn.

Description:

That part of the Northwest Quarter of the Southwest Quarter (NW¼ of SW¼) lying south of what is known as the Bauxite Road in Section 29, and also the East One Half of the Northwest Quarter of the Southeast Quarter (E½ of NW¼ of SE¼) of Section 30, all in Township 2 South, Range 14 West, Saline County, Arkansas, and being the same land described in deed dated November 18, 1926 from Harve Kidd et al to Moses Kidd and recorded in Book 19, Page 213 of the Deed Records of Saline County, Arkansas, LESS and EXCEPT That part of the East Half of the Northeast Quarter of the Southwest Quarter (E½ of NE¼ of SW¼) lying west of State Highway No. 35 as now located, and being the same land described in deed dated June 13, 1952 from Moses Kidd and Annie Kidd, his wife, to Mary Jane Allinson, and recorded in Book 65, Page 409 of the Deed Records of Saline County Arkansas, said records and their references being hereby referred to for all purposes. The first tract described above contains 45 acres more or less and the second tract or Allinson tract contains 5 acres more or less.

Moses Kidd
Moses Kidd

Annie Kidd
Annie Kidd

ALPHA MINERAL COMPANY
753 W. CREEKSIDE DRIVE
HOUSTON 24, TEXAS

ALPHA MINERAL CO NY
753 W. CREEKSIDE DRIVE
HOUSTON 24, TEXAS

STATE OF Arkansas : On this day came before me, a
COUNTY OF Saline : Notary Public duly commissioned and acting within and for said county and state, Moses Kidd to me well known as the Lessor in the foregoing instrument, and stated that he had executed the same for the consideration and purposes therein mentioned and set forth. And on the same day also voluntarily appeared before me Annie Kidd, wife of Moses Kidd, to me well known, and in the absence of her said husband declared that she had of her own free will executed said instrument for the consideration and purposes therein contained and set forth without compulsion or undue influence of her said husband. WITNESS my hand and official seal on this 17th day of April, 1961.

JOHN L. HUGHES NOTARY PUBLIC SALINE COUNTY, ARK. My Comm. exp. 7/12/63

John L. Hughes
Notary Public in and for
Saline County,
Arkansas

STATE OF _____ : On this day came before me, a
COUNTY OF _____ : Notary Public duly commissioned and acting within and for said county and state, _____, to me well known as the Lessor in the foregoing instrument, and stated that he had executed the same for the consideration and purposes therein mentioned and set forth. WITNESS my hand and official seal on this ____ day of _____, 196_.

_____
Notary Public in and for
_____ County,
_____

STATE OF _____ : On this day before me, a Notary
COUNTY OF _____ : Public duly commissioned and acting within said county and state, appeared in person _____, to me personally well known, who stated that he is the _____ President of _____, a corporation, and is duly authorized in his capacity to execute the foregoing instrument for and in the name and behalf of said corporation and further stated and acknowledged that he had so signed, executed and delivered said foregoing instrument for the consideration, uses and purposes therein mentioned and set forth. WITNESS my hand and official seal on this ____ day of _____, 196_.

_____
Notary Public in and for
_____ County,
_____

## CERTIFICATE OF RECORD

STATE OF ARKANSAS }
COUNTY OF SALINE } SS

I, MARSHALL GIPSON, Circuit Clerk and Ex-Officio Recorder for the County aforesaid, do hereby certify that the annexed and foregoing instrument of writing was filed for record in my office on the 21st day of November A. D., 1961 at 9:23 o'clock A M., and the same is now duly recorded, with the acknowledgments and certificates thereon, in MISC. Book 3 Page 35.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of said Court, this 21st day of November 1961

Marshall Gipson
CIRCUIT CLERK AND EX-OFFICIO RECORDER

_____ D. C.

SEAL OF CIRCUIT COURT SALINE COUNTY, ARK.

ALPHA MINERAL COMPANY
753 W. CREEKSIDE DRIVE
HOUSTON 24, TEXAS

L W. MINTURN
753 WEST CREEKSIDE DRIVE
HOUSTON 24 TEXAS

8.00
8.0

ALPHA MINERAL COMPANY
753 W. CREEKSIDE DRIVE
HOUSTON 24, TEXAS

Lease #15

FILED
SALINE CIRCUIT &
CHANCERY CLERK

MISC. 3 PAGE 45

9:24 AM 21 NOV '61
BY Edna Crouch

AMENDMENT OF OIL, GAS AND MINERAL LEASE

THE STATE OF ARKANSAS )
)
COUNTY OF SALINE )

WHEREAS, under date of April 17, 1961 an oil, gas and mineral lease was executed by Moses Kidd and wife, Annie Kidd, called "Lessor", in favor of L. W. MINTURN, called "Lessee", covering the following described land in Saline County, Arkansas:

That part of the Northwest Quarter of the Southwest Quarter (NW/4 of SW/4) lying South of what is known as the Bauxite Road in Section 29, and also the East One Half of the Northwest Quarter of the Southeast Quarter (E/2 of NW/4 of SE/4) of Section 30, all in Township 2 South, Range 14 West, Saline County, Arkansas, and being the same land described in deed dated November 18, 1926 from Harve Kidd et al to Moses Kidd and recorded in Book 19, page 213 of the Deed Records of Saline County, Arkansas, LESS and EXCEPT that part of the East Half of the Northeast Quarter of the Southwest Quarter (E/2 of NE/4 of SW/4) lying west of State Highway No. 35 as now located, and being the same land described in deed dated June 13, 1952 from Moses Kidd and Annie Kidd, his wife, to Mary Jane Allinson, and recorded in Book 65, page 409 of the Deed Records of Saline County, Arkansas, said records and their references being hereby referred to for all purposes.

WHEREAS, the parties to said lease have agreed that the same shall be amended as hereinafter provided;

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS: That said Lessor and Lessee, in consideration of the mutual covenants and agreements herein contained and other good and valuable considerations, do hereby agree that the above described lease shall be and the same is hereby amended as follows:

ALPHA MINERAL COMPANY
753 W. CREEKSIDE DRIVE
HOUSTON 24, TEXAS

1. The royalty on magnetite or iron ore aggregate shall be five mills ($0.005) per iron unit (22.4 pounds of iron) rather than and in lieu of the royalty of 25¢ per ton as provided in Paragraph 2(c)(iii) of said lease.

2. The rates prescribed for the payment of royalties on sulphur, bauxite, magnetite and iron ore aggregate shall remain unchanged through the calendar year 1965 but at the beginning of the calendar year 1966 and at the beginning of each calendar year thereafter, a fraction shall be determined, the numerator of which shall be the average of the twelve (12) next preceding monthly publications of the Wholesale Commodity Price Index (all commodities), published by the Federal Reserve System, and the denominator of which shall be the average of the twelve (12) monthly publications of the Wholesale Commodity Price Index (all commodities) of the calendar year 1960; the rates provided for royalties on sulphur, bauxite and magnetite or iron ore aggregate shall be multiplied by this fraction and the result shall be adjusted to the nearest one cent (1¢) for sulphur and bauxite and to the nearest whole mill for magnetite or iron ore aggregate; such new rates shall be used for all payments due during the ensuing calendar year; the indexes referred to herein are those computed on a basis of an index of 100 for the average of the three years, 1947, 1948 and 1949.

3. Lessee is hereby granted the right, power and authority at the option of Lessee, at any time or times to pool, combine and unitize the land (hereinafter called the Leased Premises) covered by the above described lease (hereinafter called said Lease) or any portion thereof with any other land, lease or leases in the vicinity thereof, when in Lessee's judgment it is necessary or advisable so to do, for the purpose of developing and operating the Leased Premises and producing, mining and removing therefrom oil, gas or other minerals in accordance with the terms of said Lease. Such pooling may in any instance include all oil, gas and other minerals or may be limited to any one or more of such substances. Likewise, any such pooling may extend to and cover the production of the substance or substances committed to such pooled unit from any depth or may be limited to one or more zones, veins, depths, horizons or formations. Any pooled unit created hereunder shall not exceed 40 acres in surface area for oil, or 640 acres in surface area for gas, or 640 acres in surface area for any or all other minerals. The pooling by Lessee in any one or more instances shall not exhaust the right of Lessee to pool any remaining unpooled portion of the Leased Premises or any mineral not theretofore pooled into other units. Lessee shall file for record in the appropriate records of the county in which the Leased Premises are situated an instrument describing and designating the pooled acreage as a pooled unit, setting forth the effective date thereof and describing the acreage, zones, formations and substances pooled. The right, power and authority hereby given to Lessee for the formation of pooled units may be

ALPHA MINERAL CO.
753 W. CREEKSIDE DRIVE
HOUSTON 24, TEXAS

exercised either before or after a well or mine has been drilled or opened or before or after the substance or substances committed to such pooled unit may have been found to exist in commercial quantities in, on or under the Leased Premises. The mining, drilling for, or production of the substance or substances committed to the pooled unit, and all operations conducted by Lessee in connection therewith on or within any such pooled unit shall be treated as if such mining, drilling, or production or operations in connection therewith were conducted on the Leased Premises. For the purpose of computing the royalties to which the Lessor or other owners of royalties on the production from the Leased Premises of the substance or substances committed to the pooled unit shall be entitled, there shall be allocated to said Lease the proportion of such production from any such unit (whether or not from the land covered by said Lease) that the number of surface acres covered by said Lease and included in the unit bears to the total number of surface acres in such unit; royalties shall be paid hereunder only on that portion of such production so allocated to said Lease, which shall be in lieu of any other royalties.

The above described lease, as hereby amended, is declared to be in full force and effect and the undersigned Lessors hereby grant, lease and let the above described premises unto said Lessee in accordance with and subject to the terms and provisions of said lease as amended by the terms and provisions of this instrument.

This instrument of amendment may be executed in any number of counterparts, each of which shall be deemed to be an original and shall be binding upon the party or parties executing the same whether or not a counterpart hereof shall be executed by each Lessor named in said lease.

WITNESS THE EXECUTION HEREOF this 15th day of November, 1961.

Moses Seidel

Annie Seidel

L. W. Montgomery, Trustee

ALPHA MINERAL COMPANY
753 W. CREEKSIDE DRIVE
HOUSTON 24, TEXAS

STATE OF Arkansas )
)
COUNTY OF Saline )

On this day came before me, a Notary Public duly commissioned and acting within and for said county and state,

Moses Kidd,

to me well known as the Lessor in the foregoing instrument, and stated that he had executed the same for the consideration and purposes therein mentioned and set forth.

WITNESS my hand and official seal on this ___ day of _____, 196__.

_____
Notary Public in and for
_____ County, _____

STATE OF Arkansas )
)
COUNTY OF Saline )

On this day came before me, a Notary Public duly commissioned and acting within and for said county and state,

Moses Kidd

to me well known as the Lessor in the foregoing instrument, and stated that he had executed the same for the consideration and purposes therein mentioned and set forth. And on the same day also voluntarily appeared before me

Annie Kidd, wife (wives)

of Moses Kidd,

to me well known, and in the absence of her (their) husband(s) declared that she (they) had of her (their) own free will executed said instrument for the consideration and purposes therein contained and set forth without compulsion or undue influence of her (their) said husband(s).

WITNESS my hand and official seal on this 15th day of November, 1961.

MARSHELL NOTARY PUBLIC SALINE COUNTY, ARK.

Marshell Nelson
Notary Public in and for
Saline County, Arkansas

My commission EXPIRES APRIL 1, 1962.

## CERTIFICATE OF RECORD

STATE OF ARKANSAS }
COUNTY OF SALINE } SS

I, MARSHALL GIPSON, Circuit Clerk and Ex-Officio Recorder for the County aforesaid, do hereby certify that the annexed and foregoing instrument of writing was filed for record in my office on the 21st day of November A. D., 1961 at 9:24 o'clock A M., and the same is now duly recorded, with the acknowledgments and certificates thereon, in MISC Book 3 Page 45

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of said Court, this 21st day of November 1961

Marshall Gipson
CIRCUIT CLERK AND EX-OFFICIO RECORDER

_____ D. C.

SEAL OF CIRCUIT COURT SALINE COUNTY, ARK.

ALPHA MINERAL COMPANY
753 W. CREEKSIDE DRIVE
HOUSTON 24, TEXAS

3 5¢

L. W. Minturn
753 West Creekside Drive
Houston 24, Texas

ALPHA MINERAL COMPANY
753 W. CREEKSIDE DRIVE
HOUSTON 24, TEXAS

5
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(9)

Lease #9

FILED
SALINE CIRCUIT & CHANCERY CLERK
2:59 P.M. 17 FEB '61
Ruth Jefferson

MISC. 1 PAGE 406

OIL, GAS AND MINERAL LEASE

THE STATE OF ARKANSAS)
)
COUNTY OF SALINE )

THIS AGREEMENT made this 16th day of January, 1961, between ALUMINUM COMPANY OF AMERICA, a Pennsylvania corporation (hereinafter called "Lessor"), and ALPHA MINERAL COMPANY, a limited partnership organized under the laws of the State of Arkansas (hereinafter called "Lessee");

WITNESSETH:

Lessor, in consideration of Two Hundred Sixty-Six Dollars ($266.00) cash in hand paid by Lessee, the receipt of which is hereby acknowledged, and in consideration of the rentals and royalties herein provided for, but subject to all the conditions, covenants, and limitations contained herein, does hereby GRANT, LEASE and LET exclusively unto Lessee the following described land in Saline County, Arkansas, containing in all about 266 acres:

> The East half (E 1/2) of the Northeast quarter (NE 1/4), the North half (N 1/2) of the Southeast quarter (SE 1/4), all that part of the Southwest quarter (SW 1/4) of the Northeast quarter (NE 1/4), lying West of Saline River, and four (4) acres on the East side of the Saline River in the Southwest quarter (SW 1/4) of the Southeast quarter (SE 1/4), all of the above described land situate in Section 25, T2S, R15W.
>
> Also, all that part of the Southwest Quarter (SW 1/4) of the Northeast Quarter (NE 1/4), Section Twenty-five (25), Township Two (2) South, Range Fifteen (15) West, lying on the east side of Gum Slough and Holly Creek, described thusly by metes and bounds: BEGINNING at the Northeast corner of said tract and running West across Holly Creek to the center of Gum Slough; thence in a southerly course down the center of said slough to the intersection of Holly Creek; thence in a southerly direction down the center of said creek to the North bank of Saline River, thence in a southeasterly direction along the North bank of said river to where same intersects the South boundary line of said forty-acre tract; thence due East to the southeast corner of said forty-acre tract; thence due North to place of beginning, containing twenty (20) acres, more or less.



ALPHA MINERAL COMPANY
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HOUSTON 24, TEXAS

Also, the Southeast Quarter (SE 1/4) of the Northeast Quarter (NE 1/4), and the Northeast Quarter (NE 1/4) of the Southeast Quarter (SE 1/4) of Section Twenty-nine (29), Township Two (2) South, Range Fourteen (14) West, containing 80 acres, more or less.

for the purpose of investigating, exploring, prospecting, drilling, mining for, producing, treating, storing, handling, transporting and carrying away oil, gas, sulphur, magnetite and all other minerals except bauxite and other aluminous ores and kaolinitic clay. Subject to all of the provisions of this instrument, Lessee shall have the right of ingress and egress to and from the Leased Premises of existing roads and ways or routes designated by Lessor and shall have the right to bore prospect holes, sink shafts or slopes, build and construct roads, pipelines, power stations, power lines, telephone lines, tanks and to erect and maintain machinery or equipment for the production, removal or benefication of minerals or ores which may be found in, on or under the Leased Premises.

I.

Lessor specifically excepts from this lease and reserves unto itself all bauxite and other aluminous ores and kaolinitic clay, together with the free and unrestricted right of Lessor at any and all times to enter upon said Leased Premises for the mining, removal, storage and benefication of said minerals and the transportation thereof from the Leased Premises. Lessee shall not have the right to conduct drilling or mining operations on the Leased Premises nor to sink any shaft or slope thereon nor to construct or maintain thereon any road, building, machinery, facility or equipment whatever which would cause any waste of or damage to the minerals reserved by Lessor or which would in any way interfere with, hinder or impede the rights reserved by Lessor in connection with mining, treating, storing and transporting such minerals from the property. Lessee shall secure the prior approval of Lessor as to the location of and plans for any mining operations to be conducted on the Leased Premises.



ALPHA MINERAL COMPANY
753 W. CREEKSIDE DRIVE
HOUSTON 24, TEXAS

2.

This lease shall be for a term of ten (10) years from the date hereof (called "Primary Term") and as long thereafter as any mineral is produced from the Leased Premises or Lessee is engaged, with no cessation of more than ninety (90) consecutive days, in exploratory or mining operations on the Leased Premises for the discovery or production of minerals.

3.

The royalties to be paid by Lessee are:

(a) on oil, one-eighth (1/8) of that produced and saved from said land, the same to be delivered at the wells or to the credit of Lessor into the pipeline to which the wells may be connected; Lessee may from time to time purchase any royalty oil in its possession, paying the market price therefor prevailing for the field where produced on the date of purchase;

(b) on gas, including casinghead gas or other gaseous substance, produced from said land and sold or used off the premises or for the extraction of gasoline or other product therefrom the market value at the well of one-eighth (1/8) of the gas so sold or used, provided that on gas sold at the wells the royalty shall be one-eighth (1/8) of the amount realized from such sale. While there is a gas well on the above described land or on acreage pooled therewith but gas is not being sold or used, Lessee may pay as royalty, on or before ninety (90) days after the date on which said well is shut in, and thereafter at monthly intervals, the sum of $29.30; and, while such payments are duly made or tendered, it will be deemed that gas is being produced from the above described land in paying quantities to the effect that the lease will not terminate for lack of production of minerals;



ALPHA MINERAL COMPANY
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HOUSTON 24, TEXAS

(c) on all minerals other than oil and gas which shall be mined or produced from the Leased Premises and removed from said Leased Premises or used or sold by Lessee, the royalties shall be as follows: (i) on sulphur $1.00 per ton; (ii) on magnetite or iron ore aggregate $0.005 (five mills) per iron unit (22.4 pounds of iron); (iii) on fissionable minerals 10% of the value thereof as determined or established by the Atomic Energy Commission or other governmental agency having jurisdiction; (iv) on all other minerals 10% of the value thereof at the well or mine or the same percentage of the net mill or smelter returns, whichever is greater; (v) the word "ton" in all instances shall mean a long dry ton of 2240 pounds; (vi) for the purpose of calculating royalties on any mineral or ore on which the royalty is a percentage of the value and which is marketed off the Leased Premises, the cost of transportation shall be deducted and the phrase "net mill or smelter returns" shall mean the proceeds received by Lessee after deducting transportation, milling and smelting charges; (vii) the rates of all the payments provided for above shall remain unchanged for a period of five (5) years from the date of this instrument, but thereafter all payments becoming due under (i) and (ii) above shall increase or decrease as follows: at the beginning of each calendar year after 1965, a fraction shall be determined, the numerator of which shall be the average of the twelve (12) next preceding monthly publications of the Wholesale Commodity Price Index (all commodities), published by the Federal Reserve System, and the denominator of which shall be the average of the twelve (12) monthly publications of the Wholesale Commodity Price Index (all commodities) of the calendar year 1960; the rates



ALPHA MINERAL COMPANY
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fixed in (i) and (ii) above shall be multiplied by this fraction and the result shall be adjusted to the nearest one (1) cent for (i) and the nearest whole mill for (ii); such new rates shall be used for all payments due during the ensuing calendar year; the indexes referred to herein are those computed on a basis of an index of 100 for the average of the three years, 1947, 1948, and 1949.

All ores mined from the Leased Premises but not removed therefrom within ninety (90) days following the expiration or other termination of this lease shall be the property of Lessor.

4.

Lessee shall pay to Lessor annually in advance commencing one (1) year from the date hereof a rental in the amount of One Dollar ($1.00) per acre for the Leased Premises, which, for the purpose of calculating such rental are estimated to comprise 266 acres. Such rental shall be applied as a credit against royalties due to Lessor on minerals produced during the twelve months next succeeding the date of payment. Such rental may be paid to Lessor at the address shown below unless and until Lessee shall be notified of a different address or such payment may be made or tendered to Lessor in the Union National Bank at Little Rock, Arkansas. Any such payment may be made by the check or draft of Lessee mailed or delivered to Lessor at said address or to said bank. Lessee may at any time or times execute and deliver to Lessor or to the bank above named or place of record a release or releases of all or any part of the Leased Premises and be relieved of all obligations as to the acreage surrendered, and thereafter the rental above provided for shall be reduced in the proportion that the acreage covered hereby is reduced by such release or releases.

5.

If during the Primary Term Lessee shall conduct core drilling or other exploratory operations which do not indicate the presence of any mineral covered by this lease or if any mineral shall be discovered and produced and the production thereof shall cease during the Primary Term, this lease shall not thereby be terminated but shall continue in force during said Primary Term. If any mineral is mined and produced from the Leased Premises and the production of mining thereof shall cease after the Primary Term, this lease shall not terminate if Lessee resumes mining operations or commences operations for reworking any existing mine or well within ninety (90) days after such cessation of production.

6.

The failure of Lessee to make any payment of rental or royalty due hereunder or to keep or perform any covenant or agreement to be kept or performed by Lessee in the manner and at the time herein specified, unless excused by force majeure as defined in Article 8 or some other provision of this lease, shall constitute a default which shall at the option of Lessor be cause for termination of this lease unless such default has been remedied within sixty (60) days after Lessor has given notice in writing to Lessee specifying the facts relied upon as constituting a breach hereof or default hereunder and stating that the option to terminate this lease will be exercised if Lessee shall fail within sixty (60) days from the date of such notice to remedy such default.

7.

Notices required or permitted hereunder shall be in writing and sent by registered United States mail, postage prepaid, to the respective parties at the addresses set forth below unless and until either party shall notify the other of a change of address:

LESSOR: Aluminum Company of America
1501 Alcoa Building
Pittsburgh 19, Pennsylvania

LESSEE: Alpha Mineral Company
753 West Creekside Drive
Houston 24, Texas.

8.

Lessee shall be excused from the performance of any drilling or mining operations or from the performance of any other obligation hereunder (except the payment of rentals and royalties) during such time as Lessee may be prevented from so doing by reason of force majeure. The term "force majeure" as used herein shall mean acts of God, fire, flood, power failure, accident or breakage to machinery or equipment, strikes, labor difficulties, arrests or restraints of government, wars, mob violence, storms, inability to obtain equipment or material, or any other cause, whether or not herein enumerated, which is not reasonably within the control of Lessee. During the continuance of any such condition of force majeure, this lease shall continue in force regardless of any provision herein contained to the contrary notwithstanding.

9.

Lessee shall pay Lessor for actual damages to fences, growing crops or other property of Lessor caused by exploratory operations conducted by Lessee hereunder. In the event of actual mining operations, however, Lessee shall not be liable for any permanent damage to the land which may be caused by operations not in violation of Article I above and which are reasonably necessary in exercising the rights hereby granted to Lessee.

10.

Lessee shall make and keep an accurate record and account of geological samples and drill core logs and of all ores, oil, gas, and other



ALPHA MINERAL COMPANY
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HOUSTON 24, TEXAS

minerals mined, produced, and removed from the Leased Premises and the amounts received from the sale therof. All such records and accounts shall be made available for the examination by Lessor or its representative at the offices of Lessee at any reasonable time. Lessor shall have the right at its sole risk at all times to observe and inspect any operations or workings being conducted by Lessee on the Leased Premises.

11.

All taxes in the nature of severance or production taxes imposed upon any or all of the minerals included in this lease shall be paid by Lessee, and the amount of such taxes paid by Lessee shall be deducted from the value of the minerals upon which they were imposed before calculating the royalties payable thereon.

12.

Any buildings, machinery or equipment erected, installed or placed by Lessee on the Leased Premises shall not be deemed to be fixtures, but shall remain the property of Lessee and may be removed by Lessee at any time during the term of this lease or within six (6) months after termination hereof.

13.

This lease and the rights of either party hereunder may be assigned in whole or in part; provided, that Lessee may not assign its rights, either in whole or in part, without first obtaining the written consent of the Lessor. Upon assignment, the provisions hereof shall extend to the successors and assigns of the respective parties; but no change or division in such ownership shall be binding on Lessee until thirty (30) days after Lessee shall have been furnished notice thereof by registered United States mail, together with a certified copy of the recorded instrument or instruments evidencing the same. In event of assignment in whole or in part in accordance with the provisions



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hereof, liability for breach of any obligation hereunder shall rest exclusively upon the owner of this lease, or portion hereof, committing such breach.

14.

Lessor hereby covenants that it has not caused or suffered any encumbrance, lien, or other defect on or against the title to the above described land. Lessee at its option may discharge any tax, mortgage or other lien upon said land, either in whole or in part; and in event Lessee does so, it shall be subrogated to such lien with right to enforce same and apply rentals and royalties accruing hereunder toward satisfying same. Without impairment of Lessee's rights under the above stated special warranty in event of failure of title, it is agreed that if Lessor owns an interest in the oil, gas or other minerals on, in or under said land less than the entire fee simple estate, whether or not this lease purports to cover the whole or a fractional interest, then the royalties and rentals to be paid Lessor shall be reduced in the proportion that its interest bear to the whole and undivided fee and in accordance with the nature of the estate of which Lessor is seized. Failure of Lessee to reduce rental paid hereunder shall not impair the right of Lessee to reduce royalties.

IN WITNESS WHEREOF this instrument is executed as of the date first above written.

ALUMINUM COMPANY OF AMERICA

By Leon Greeper
Vice President

LESSOR

ATTEST:

F. L. Thomas
Ass't. Secretary

ALPHA MINERAL COMPANY

By L. W. Minturn
L. W. Minturn
General Partner

LESSEE



ALPHA MINERAL COMPANY
753 W. CREEKSIDE DRIVE
HOUSTON 24, TEXAS

COMMONWEALTH OF PENNSYLVANIA)
)
COUNTY OF ALLEGHENY )

On this day before me, a Notary Public duly commissioned and acting within said county and state, appeared in person Geo. W. Streeper, to me personally well known, who stated that he is Vice President of ALUMINUM COMPANY OF AMERICA, a corporation, and is duly authorized in his capacity to execute the foregoing instrument for and in the name and behalf of said corporation and further stated and acknowledged that he had so signed, executed and delivered said foregoing instrument for the consideration, uses and purposes therein mentioned and set forth.

WITNESS my hand and official seal on this 17th day of January, 1961.

Frances M. Parsons, Notary Public
Pittsburgh, Allegheny County
My Commission Expires October 30, 1963

Frances M. Parsons
Notary Public in and for
Allegheny County, Pennsylvania

THE STATE OF TEXAS)
)
COUNTY OF HARRIS )

On this day came before me, a Notary Public duly commissioned and acting within and for said county and state, L. W. Minturn, to me well known and stated that he had executed the same for the consideration and purposes therein mentioned and set forth and as General Partner of ALPHA MINERAL COMPANY, Lessee in the foregoing instrument.

WITNESS my hand and official seal on this 9th day of February, 1961.

A. G. Stokes
Notary Public in and for
Harris County, Texas.
A. G. STOKES
Notary Public, in and for Harris County, Texas

FILED FOR RECORD ON THIS THE 17TH DAY OF FEBRUARY, 1961, AT 2:59 P. M., AND SAME IS DULY RECORDED IN MISC. BOOK 1, AT PAGE 406.

MARSHALL GIPSON
CIRCUIT CLERK AND RECORDER
BY Edna Crouch D.C.

-10-13

ALPHA MINERAL COMPANY
753 W. CREEKSIDE DRIVE
HOUSTON 24, TEXAS

10.00 Check

O. Wendell Hall, Jr.
Benton, Ark.



ALPHA MINERAL COMPANY
753 W. CREEKSIDE DRIVE
HOUSTON 24, TEXAS

Lease #9 MISC. 3 PAGE 292

FILED
SALINE CIRCUIT &
CHANCERY CLERK
8:26 A M 24 JAN '62
BY Edna Crouch

AMENDMENT TO OIL, GAS AND MINERAL LEASE

THE STATE OF ARKANSAS)
)
COUNTY OF SALINE )

WHEREAS ALUMINUM COMPANY OF AMERICA, a Pennsylvania corporation, hereinafter called "Lessor", and ALPHA MINERAL COMPANY, a limited partnership organized under the laws of the State of Arkansas, hereinafter called "Lessee", made an agreement on the 16th day of January, 1961, entitled Oil, Gas and Mineral Lease (hereinafter called "Lease"), which said Lease pertained to certain lands owned by Lessor in Section 25, T2S, R15W and Section 29, T2S, R14W, Saline County, Arkansas; and

WHEREAS the parties desire to correct the matters of description contained in the said Lease;

NOW THEREFORE, in consideration of $1.00 in hand paid by Lessor to Lessee the receipt of which is hereby acknowledged and in consideration of the premises and in further consideration of the mutual ratification of the said Lease, the parties do hereby amend the said Lease in the following particulars:

1. The figure "266" contained in the 12th line of page 1, and in the 4th line of Paragraph 4 on page 5, of the said Lease is hereby deleted and in its stead in each place is substituted the figure "265".

2. The two paragraphs of description at the bottom of page 1 of the said Lease are hereby deleted and in their stead is substituted the following descriptions:

All of the East Half of the Northeast Quarter of Section 25, T2S, R15W;

Also, four acres more or less off the East Side of the Northwest Quarter of the Northeast Quarter of Section 25, T2S, R15W, described more particularly as: beginning at the Northeast Corner of the Northwest Quarter of the Northeast Quarter; thence N86° 08'W, 132 feet; thence S4°34'W, 1342 feet; thence S85°54'E, 132 feet; thence N4°37'E, 1342 feet to the point of beginning;

Also, that part of the Southwest Quarter of the Northeast Quarter of Section 25, T2S, R15W lying on the East Side of Gum Slough and Holly Creek, particularly described as: beginning at the

-12-13

ALPHA MINERAL COMPANY
753 W. CREEKSIDE DRIVE
HOUSTON 24, TEXAS

Northeast Corner of the said Southwest Quarter of the Northeast quarter and running West across Holly Creek to the center of Gum Slough; thence in a Southerly course down the center of said Slough to the intersection of Holly Creek; thence in a Southerly direction down the center of said Creek to the North Bank of the Saline River; thence in a Southeasterly direction along the North Bank of said River to where the same intersects the South Boundary of the said Southwest Quarter of the Northeast Quarter; thence due East to the Southeast Corner of the said Southwest Quarter of the Northeast Quarter; thence due North to the place of beginning;

Also, the North Half of the Southeast Quarter of Section 25, T2S, R15W;

Also, all that part of the Southwest Quarter of the Northeast Quarter of Section 25, T2S, R15W lying West and South of the Saline River and containing 3 acres more or less;

Also, a 4-acre tract in the Southwest Quarter of the Southeast Quarter of Section 25, T2S, R15W particularly described as follows: beginning at a point which is 740 feet from the Northeast Corner of the Southwest Quarter of the Southeast Quarter of Section 25, T2S, R15W along a bearing of S78° 32'W; thence S7° 32'W, 398 feet; thence N83° 32'W, 451 feet; thence N28° 31'E, 441 feet, along the East Bank of the Saline River; thence N81° 31'E, 293 feet to the point of beginning.

3. In all other particulars, the said Lease is hereby confirmed and ratified and remains in full force and effect.

IN WITNESS WHEREOF, this instrument is executed as of the 21st day of February, 1961.

ALUMINUM COMPANY OF AMERICA

By George Sheeper
Vice President

LESSOR

ATTEST:

Assistant Secretary

ALPHA MINERAL COMPANY

By L. W. Minturn
L. W. Minturn
General Partner

LESSEE



13-13

ALPHA MINERAL COMPANY
753 W. CREEKSIDE DRIVE
HOUSTON 24, TEXAS

COMMONWEALTH OF PENNSYLVANIA)
)
COUNTY OF ALLEGHENY )

On this day before me, a Notary Public duly commissioned and acting within said county and state, appeared in person Geo. W. Stroebey to me personally well known, who stated that he is Vice President of ALUMINUM COMPANY OF AMERICA, a corporation, and is duly authorized in his capacity to execute the foregoing instrument for and in the name and behalf of said corporation and further stated and acknowledged that he had so signed, executed and delivered said foregoing instrument for the consideration, uses and purposes therein mentioned and set forth.

WITNESS my hand and official seal on this 23rd day of February, 1961.

Frances M. Parsons, Notary Public
Pittsburgh, Allegheny County
My Commission Expires October 30, 1963

Frances M. Parsons
Notary Public in and for
Allegheny County, Pennsylvania

THE STATE OF TEXAS)
)
COUNTY OF HARRIS )

On this day came before me, a Notary Public duly commissioned and acting within and for said county and state, L. W. Minturn, to me well known and stated that he had executed the same for the consideration and purposes therein mentioned and set forth and as General Partner of ALPHA MINERAL COMPANY, Lessee in the foregoing instrument.

WITNESS my hand and official seal on this 8th day of March, 1961.

Geraldine Jones
Notary Public in and for
Harris County, Texas.

CERTIFICATE OF RECORD

STATE OF ARKANSAS }
COUNTY OF SALINE } SS

I, MARSHALL GIPSON, Circuit Clerk and Ex-Officio Recorder for the County aforesaid, do hereby certify that the annexed and foregoing instrument of writing was filed for record in my office on the 24th day of January A. D., 1962 at 8:26 o'clock A M., and the same is now duly recorded with the acknowledgments and certificates thereon, in MISC. Book 3 Page 292 -3-

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of said Court, this 24th day of January 1962.

Marshall Gipson
CIRCUIT CLERK AND EX-OFFICIO RECORDER

D. C.

14-13

ALPHA MINERAL COMPANY
753 W. CREEKSIDE DRIVE
HOUSTON 24, TEXAS

3 PAGE 204

MISC.

COMMONWEALTH OF PENNSYLVANIA )
)
COUNTY OF ALLEGHENY )

On this day before me, a Notary Public duly commissioned and acting within said county and state, appeared in person _____ to me personally well known, who stated that he is Vice President of ALUMINUM COMPANY OF AMERICA, a corporation, and is duly authorized in his capacity to execute the foregoing instrument for and in the name and behalf of said corporation and he stated and acknowledged that he has signed, executed and delivered said foregoing instrument for the consideration, uses and purposes therein mentioned and set forth.

WITNESS my hand and official seal on this _____ day of _____, 1951.

_____
Notary Public in and for
Allegheny County, Pennsylvania

THE STATE OF TEXAS)
)
COUNTY OF HARRIS )

On this day came before me, a Notary Public duly commissioned and acting within and for said county and state, W. W. Mannon, to me well known and stated that he had executed the same for the consideration and purposes therein mentioned and set forth and as the act and deed of ALPHA MINERAL COMPANY, Lessee in the foregoing instrument.

WITNESS my hand and official seal on this _____ day of _____, 1951.

_____
Notary Public in and for
Harris County, Texas.

CERTIFICATE OF RECORD

STATE OF TEXAS )
COUNTY OF HARRIS ) ss

I, [illegible] Clerk of the County Court in and for said County, do hereby certify that the foregoing instrument of writing with its certificate of authentication was filed for record in my office on the [illegible] day of [illegible] A.D. 19[illegible] at [illegible] o'clock [illegible] M., and duly recorded the [illegible] day of [illegible] A.D. 19[illegible] at [illegible] o'clock [illegible] M. in the Official Records of said County in Volume [illegible] Page [illegible]

WITNESS MY HAND AND SEAL OF OFFICE, A.D. 19[illegible]

_____
County Clerk, Harris County, Texas

3.00 ~~Ag~~ Paid
Vinson, Elkins, Weems & Searls
attorneys at Law
First City National Bank Bldg.
Houston 2, Texas



ALPHA MINERAL COMPANY
753 W. CREEKSIDE DRIVE
HOUSTON 24, TEXAS

STANDARD FORM NO. 156—POUND PRINTING CO., HOUSTON, TEXAS

Alpha Mineral Company

NAME OF COMPANY

Check No. 61 Date January 3 19 62

Alpha Mineral Company has this day deposited in Union National Bank the sum of Two Hundred Sixty-five ($265.00) -------- Dollars, for the credit of persons named below in amounts stated in payment of annual rental, under oil and gas lease dated 16th day of January 19 61 and recorded in Vol. 1, Page 406, Misc. Records of Saline County ~~Parish~~ and State of Arkansas from Aluminum Company of America to Alpha Mineral Company covering 265 acres of land as described in said lease, as amended.

| LEASE NO. | FOR CREDIT OF | AMOUNT | COUNTY | ACRES |
|---|---|---|---|---|
| 9 | Aluminum Company of America | $265.00 | Saline County, Arkansas | 265 |

UNION NATIONAL BANK,
LITTLE ROCK, ARK.

Please Sign and Return to Sender

Sign here

By Frank M Walk Ass't. Cashier

Date Received JAN 10 1962

Lease #10

MINERAL LEASE, MAGNETITE AND RELATED FERROUS MINERALS

THIS AGREEMENT made this 3rd day of November 1961, between INTERNATIONAL PAPER COMPANY, a New York corporation, and THE LONG-BELL PETROLEUM COMPANY, INC., a Louisiana corporation, (hereinafter called Lessor), and ALPHA MINERAL COMPANY, a limited partnership organized under the laws of the State of Arkansas, herein represented by L. W. Minturn, general partner (hereinafter called Lessee), WITNESSETH:

Lessor, in consideration of Ten Dollars ($10.00) and other valuable consideration, cash in hand paid by Lessee, the receipt of which is hereby acknowledged, and in consideration of the rentals and royalties herein provided for, but subject to all the conditions, covenants, and limitations contained herein, does hereby grant, lease and let unto Lessee the following described lands in Saline County, Arkansas, containing in all about 557.74 acres:

| | | Acres |
|---|---|---|
| | TOWNSHIP 2 NORTH - RANGE 14 WEST | |
| Section 30: | NE¼ of NE¼; S½ of NE¼ | 120.00 |
| | Fractional W½ of NW¼ | 59.50 |
| | SE¼ of NW¼ | 40.00 |
| | Fractional SW¼ | 142.24 |
| | W½ of SE¼ | 80.00 |
| | SE¼ of SE¼ West of H ighway | 38.05 |
| | SE¼ of SE¼ East of Highway | 1.95 |
| | TOWNSHIP 2 NORTH - RANGE 15 WEST | |
| Section 25: | SW¼ of SE¼ less and except 4.0 acres; SE¼ of SE¼ | 76.00 |
| | | 557.74 |

FILED
SALINE CIRCUIT & CHANCERY CLERK
1962 JAN -2 AM 10:47
BY Marshall Gibson

for the sole and exclusive purpose of investigating, exploring, prospecting, drilling, mining for, producing, treating, storing, handling, transporting and carrying away magnetite, columbium, tantalum, and related ferrous minerals. Subject to all of the provisions of this instrument, Lessee shall have the right of ingress and egress to and from the leased premises by existing roads and ways or routes designated by Lessor and shall have the right to bore prospect holes, sink shafts or slopes, build and construct roads, pipelines, power stations, power lines, telephone lines, tanks and to erect and maintain machinery or

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HOUSTON 24, TEXAS

equipment for the production, removal or beneficiation of minerals or ores which may be found in, on or under the Leased Premises, and to dispose of, spoil or waste, subject to the limitations hereinafter provided in Paragraph 9.

1.

Lessor specifically excepts from this lease and reserves unto itself all minerals, ores and products in, on and under the lands above described other than those specifically subject to the terms of this lease, together with the free and unrestricted right at any and all times to enter upon said leased premises for the mining, removal, storage and beneficiation of said minerals, ore and products so reserved and the transportation thereof from the leased premises. Lessee shall not have the right to conduct drilling or mining operations on the leased premises nor to sink any shaft or slope thereon nor to construct or maintain thereon any road, building, machinery, facility or equipment whatsoever which would cause any waste of or damage to the minerals, ores or products reserved by Lessor or which would in any way interfere with, hinder or impede the rights reserved by Lessor in connection with mining, treating, storing and transporting the same from the land.

Anything herein contained to the contrary notwithstanding, prior to the commencement of any mining operations by Lessee on the premises hereby leased, Lessee shall first notify Lessor, and obtain Lessor's approval, of the specific tract or tracts of such leased premises upon which it proposes to conduct such operations, precisely identifying and describing the tract or tracts to be so utilized. Lessor shall then have an option:

(a) to remove within sixty (60) days thereafter from any such tract or tracts all timber, trees or other forest products that it shall desire, the remainder not so removed being thereafter vested in Lessee; or,

(b) to exchange the aforesaid tract or tracts so selected by Lessee for one or more tract or tracts of land to be provided by Lessee and acceptable to Lessor of substantially equal timber value and located



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in Saline County, Arkansas (or in some county adjoining thereto); provided, however, that (i) there shall be excepted from any such conveyance from Lessor to Lessee and reserved unto Lessor all minerals of any and every kind; and (ii) said conveyance shall be expressly subject to the limitations of covenant and warranty of title as set forth and provided in Paragraph 15 hereof. Any such conveyance from Lessee to Lessor of the tract or tracts aforesaid shall be by full warranty deed in form acceptable to Lessor.

2.

This lease shall be for a term of five (5) years from the date hereof (called "Primary Term") and as long thereafter as any mineral, which is the subject of this lease, is produced from the leased premises or Lessee is engaged, with no cessation of more than ninety (90) consecutive days, in exploratory or mining operations on the leased premises for the discovery or production of such minerals.

3.

Royalty on magnetite mined or produced from the leased premises and removed from said leased premises or used by Lessee shall be paid by Lessee to Lessor at the rate of $0.005 (five mills) per iron unit (22.4 pounds of iron). The rate provided for above shall remain unchanged for a period of five (5) years from the date of this instrument, but thereafter all payments becoming due shall increase or decrease as follows: At the beginning of each calendar year after 1966, a fraction shall be determined, the numerator of which shall be the average of the twelve (12) next preceding monthly publications of the Wholesale Commodity Price Index (all commodities) published by the Federal Reserve System, and the denominator of which shall be the average of the twelve (12) monthly publications of the Wholesale Commodity Price Index (all commodities) of the calendar year 1960; the rate fixed above shall be multiplied by this fraction and the result shall be adjusted to the nearest whole mill; such new rate shall be used for payment during the ensuing calendar year; the indexes referred to herein are those computed on the basis of an index of 100 for an average of three years, 1947, 1948 and 1949.



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Royalty on columbium, tantalum, and related ferrous minerals produced from the leased premises and removed from said leased premises or used by Lessee shall be ten percent (10%) of the market value of the ore.

All ores mined from the leased premises but not removed therefrom within ninety (90) days following the expiration or other termination of this lease shall be the property of Lessor.

4.

Lessee shall pay to Lessor annually in advance commencing one (1) year from the date hereof a rental in the amount of One Dollar ($1.00) per acre for the leased premises, which, for the purpose of calculating such rental, are estimated to comprise 557.74 acres. Said rental shall be applied as a credit against royalties due to Lessor on minerals produced during the twelve (12) months next succeeding the date of payment. Such rental and any other payments hereunder due Lessor may be paid by check or draft of Lessee mailed or delivered to Lessor at Mobile, Alabama, attention Woodlands Department, or by depositing such check or draft to the credit of Lessor in the Merchants National Bank of Mobile, at Mobile, Alabama, or its successor, which is Lessor's agent, and shall be the depository for all payments hereunder regardless of changes in ownership of the leased premises. Lessee may at any time or times execute and deliver to Lessor or to the bank above named or place of record a release or releases of all or any part of the leased premises and be relieved of all obligations as to the acreage surrendered, and thereafter the rental above provided for shall be reduced in the proportion that the acreage covered hereby is reduced by such release or releases.

5.

If during the Primary Term Lessee shall conduct core drilling or other exploratory operations which do not indicate the presence of any mineral covered by this lease, or if any mineral covered by this lease shall be discovered and produced and the production thereof shall cease during the Primary Term, this lease shall not thereby be terminated but shall continue in force during said Primary Term. If any such mineral is mined and produced from the leased premises and the production of mining thereof shall cease after the Primary Term, this lease shall not terminate



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if Lessee resumes mining operations or commences operations for reworking any existing mine within ninety (90) days after such cessation of production.

6.

The failure of Lessee to make any payment of rental or royalty due hereunder or to keep or perform any covenant or agreement to be kept or performed by Lessee in the manner and at the time herein specified, unless excused by force majeure as defined in Article 8 or some other provision of this lease, shall constitute a default which shall, at the option of the Lessor, be cause for termination of this lease unless such default has been remedied within sixty (60) days after Lessor has given notice in writing to Lessee specifying the facts relied upon as constituting a breach hereof or default hereunder and stating that the option to terminate this lease will be exercised if Lessee shall fail within sixty (60) days from the date of such notice to remedy such default.

7.

Notices required or permitted hereunder shall be in writing and sent by registered United States mail, postage prepaid, to the respective parties at the addresses set forth below unless and until either party shall notify the other of a change of address:

LESSOR: International Paper Company
Woodlands Department
Mobile 9, Alabama

LESSEE: Alpha Mineral Company
753 West Creekside Drive
Houston 24, Texas

8.

Lessee shall be excused from the performance of any drilling or mining operations or from the performance of any other obligation hereunder (except the payment of rentals and royalties) during such time as Lessee may be prevented from so doing by reason of force majeure. The term "force majeure" as used herein shall mean acts of God, fire, flood, power failure, accident or breakage to machinery or equipment, strikes, labor difficulties, arrests or restraints of government, wars, mob violence, storms, inability to obtain equipment or material, or any

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other cause, whether or not herein enumerated, which is not reasonably within the control of Lessee. During the continuance of any such condition of force majeure, this lease shall continue in force regardless of any provision herein contained to the contrary notwithstanding; except that the lease may not be continued in effect after the Primary Term under the provision of this paragraph if there shall be a lack of production or exploration or mining operations for a continuous period of one (1) year or for a succession of periods of inactivity aggregating one (1) year.

9.

Lessee recognizes that the lands covered by this lease are held by Lessor for the primary purpose of growing timber thereon, and cutting removing and otherwise utilizing the same from time to time. Lessee will so conduct its operations hereunder as not to interfere unreasonably with Lessor in the operation of its business, and Lessee will build and use only such roads as are reasonably necessary to conduct operations under this lease, such roads to be built and used in such manner as to avoid, insofar as possible, disturbance of Lessor's growing timber and operations; provided further, the Lessee agrees that, by no later than thirty (30) days prior to the construction of any such road, or the commencement of its operations in or about any drilling site, it will furnish to Lessor a map or plat showing the proposed location thereof. Lessee will provide at Lessee's expense all necessary protective measures to prevent any loss or damage to the property of Lessee on account of any operations by Lessor including protection for pipe lines and telephone lines. Unless first consented to in writing by Lessor no well shall be drilled nearer than two hundred (200) feet to any structure now, or hereafter, placed on the leased premises. When requested by Lessor, Lessee will bury pipe lines to below ordinary plow depth, or to such greater depth as Lessor deems necessary for its operations. Lessee will pay for all damage to Lessor's timber, pulpwood, sawlogs, trees, forest growth (standing, cut or fallen), or other properties of any kind, caused by, or arising out of, operations under this lease, including, but not by way of limitation, damage by forest fires originating on the leased or any adjacent

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or contiguous premises under the control of, or being operated by, Lessee. Lessee will promptly notify Lessor's nearest fire crew of, and will use its best efforts to extinguish, any fire which may result from Lessee's operations hereunder. Pits and excavations made during drilling operations will be filled by Lessee and the surface restored, as nearly as reasonably possible, to its original condition; and if Lessee shall fail to do so the cost to Lessor of such filling and restoration shall be paid to Lessor by Lessee.

10.

Lessee shall make and keep an accurate record and account of geological samples and drill core logs and of all ores and minerals mined, produced and removed from the leased premises and the amounts received from the sale thereof. All such records and accounts shall be made available for the examination by Lessor or its representative at the offices of Lessee at any reasonable time. Lessor shall have the right at its sole risk at all times to observe and inspect any operations or workings being conducted by Lessee on the leased premises.

11.

Lessor and Lessee shall bear, in proportion to their respective participations in the production hereunder, all taxes levied on minerals covered hereby or any part thereof, or on the severance or production thereof, and all increases in taxes on the leased premises or any part thereof by reason of actual or assumed existence of, or the discovery of, a mineral thereon or thereunder. Lessee may pay such taxes and deduct the part thereof due by Lessor from amounts payable to Lessor hereunder, and shall furnish a statement of all taxes so paid and deducted at the time of payments to Lessor. Any and all taxes, license fees and other governmental charges assessed against the works, machinery, structures, and other things constructed or used by Lessee in connection with its operations hereunder shall be borne and paid by Lessee alone.

12.

Any buildings, machinery or equipment erected, installed or placed by Lessee on the leased premises shall not be deemed to be fixtures, but shall remain the property of Lessee and may be removed by Lessee at any

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time during the term of this lease or within six (6) months after termination hereof, and if demand is made on the Lessee in writing by Lessor to remove such building, machinery or equipment upon the termination or expiration of this lease, the Lessee shall cause such structures to be removed within six (6) months after termination hereof.

13.

This lease and the rights of either party hereunder may be assigned in whole or in part; provided, that Lessee may not assign its rights either in whole or in part, without first obtaining the written consent of the Lessor. Upon assignment, the provisions hereof shall extend to the successors and assigns of the respective parties; but no change or division in such ownership shall be binding on Lessee until thirty (30) days after Lessee shall have been furnished notice thereof by registered United States mail, together with a certified copy of the recorded instrument or instruments evidencing the same. In event of assignment in whole or in part in accordance with the provisions hereof, liability for breach of any obligation hereunder shall rest exclusively upon the owner of this lease, or portion hereof, committing such breach.

14.

Lessee assumes all risks and liability of any kind and nature incident to, occasioned by, or resulting in any manner, directly or indirectly, from Lessee's operations hereunder; agrees to keep the lands duly and fully protected against liens of every character arising in connection with, or resulting from, said operations; and agrees to, and does hereby, indemnify and hold harmless Lessor against any and all liens and claims of any kind for damages occasioned by, or on account of, said operations and against any and all claims for property damage, personal injury or death sustained by any person or persons whomsoever, natural or corporate, in connection with, or resulting from Lessee's operations hereunder.

15.

This lease is made and accepted without any covenant of title or warranty of any kind whatsoever and without recourse on the Lessor, but in the event that suit shall be successfully prosecuted against Lessee



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and recovery had against Lessee for minerals taken from any of said lands, Lessor's only obligation shall be to return to Lessee all sums received as royalties or rentals from such tract the title to which shall have failed, or for a pro rata of such royalties or rentals in case of loss of an undivided interest in proportion to the interest so lost, less in either case, an amount equal to any taxes theretofore paid by Lessor in excess of its obligations under Paragraph 5; provided, however, that in no event shall Lessor be obligated to refund to Lessee any amount in excess of the loss sustained by Lessee as a result of such failure of title. The refund provided for hereunder shall discharge all liability of Lessor to Lessee on account of such failure of title. Lessee shall have the right to purchase, pay or redeem any mortgage, tax or other lien on the leased premises and be subrogated to the rights of the holder thereof. Without impairment of Lessee's rights under the above stated special warranty in event of failure of title, it is agreed that if Lessor owns an interest in the minerals covered by this lease in or under said land less than the entire fee simple estate, whether or not this lease purports to cover the whole or a fractional interest, then the royalties and rentals to be paid Lessor shall be reduced in the proportion that its interest bear to the whole and undivided fee and in accordance with the nature of the estate of which Lessor is seized. Failure of Lessee to reduce rental paid hereunder shall not impair the right of Lessee to reduce royalties.

IN WITNESS WHEREOF this instrument is executed as of the date first above written.

APPROVED as to FORM By ____ Date 11/3/61 LEGAL DEPT. SO. KRAFT DIV. IPCo.

INTERNATIONAL PAPER COMPANY

ATTEST:

Assistant Secretary

By J. E. McCaffrey
Vice President

APPROVED

THE LONG-BELL PETROLEUM COMPANY, INC.

ATTEST:

Assistant Secretary

By John W. Williams, Jr.
Vice President

ALPHA MINERAL COMPANY

By L. W. Minturn
L. W. Minturn, General Partner

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STATE OF ALABAMA :
COUNTY OF MOBILE :

On this the 3rd day of November, 1961, before me, a Notary Public, duly commissioned, qualified and acting, within and for the County and State aforesaid, appeared in person the within named J. E. McCAFFREY and R. H. ALLEN, JR, to me personally well known, who stated that they were the Vice President and Assistant Secretary of the International Paper Company, a corporation, and were duly authorized in their respective capacities to execute the annexed and foregoing instrument for the consideration, uses and purposes therein mentioned and set forth.

IN TESTIMONY WHEREOF I have hereunto set my hand and official seal on this the 3rd day of November, 1961.

Gladys Dulaney
Notary Public

MY COMMISSION EXPIRES NOV. 6, 1961

STATE OF ALABAMA :
COUNTY OF MOBILE :

On this 3rd day of November, 1961, before me appeared James W. Williams Jr., to me personally known, who, being by me duly sworn, did say that he is the Vice President of The Long-Bell Petroleum Company, Inc., and that the seal affixed to the foregoing instrument is the corporate seal of said corporation, and that said instrument was signed and sealed in behalf of said corporation by authority of its Board of Directors, and the said James W. Williams Jr. acknowledged said instrument to be the free act and deed of said corporation.

Gladys Dulaney
Notary Public

MY COMMISSION EXPIRES NOV. 6, 1961

STATE OF TEXAS :
COUNTY OF HARRIS :

On this day came before me, a Notary Public duly commissioned and acting within and for the said county and state, L. W. Minturn, to me well known and stated that he had executed the same for the consideration and purposes therein mentioned and set forth and as General Partner of Alpha Mineral Company, Lessee in the foregoing instrument.

Witness my hand and official seal on this 6 day of November, 1961.

Filed for record on this the 2nd day of January, 1962, at 10:47 A.M., and same is duly recorded in Misc. Record Book 3, at page 157.

Marshall Gipson
Circuit Clerk & Recorder

By Ruth Gipson D.C.

A. G. Stokes
Notary Public
A. G. STOKES
Notary Public, in and for Harris County, Texas

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Vinson, Elkins, Weems, & Searls, attys
First City National Bank Bldg.
Houston 2, Texas

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$8.00 Chgd
#11

Lease #10

FILED
SALINE CIRCUIT &
CHANCERY CLERK
1962 JAN -2 AM 10:46
BY Mauhallkison

AMENDMENT OF MINERAL LEASE,
MAGNETITE AND RELATED FERROUS MINERALS

Under date of November 3, 1961 a lease was executed and delivered by INTERNATIONAL PAPER COMPANY, a New York corporation, and THE LONG-BELL PETROLEUM COMPANY, INC., a Louisiana corporation, therein and herein called "Lessor", and ALPHA MINERAL COMPANY, a limited partnership organized under the laws of the State of Arkansas, represented by L. W. Minturn, general partner, therein and herein called "Lessee", covering 557.74 acres of land, more or less, in Saline County, Arkansas.

The lease states that said lands are located in Township 2 North, whereas the lands are actually located in Township 2 South and the parties desire to execute this instrument for the purpose of correcting the error in the description of the property intended to be covered by the said lease.

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS: That the parties above designated as Lessor, in consideration of the premises and a valuable consideration paid to them in cash by the party designated as Lessee do hereby agree that the description of the lands covered by said lease shall be amended to read as set forth hereinbelow and said parties Lessor do hereby grant, lease and let unto said Lessee the following described lands in Saline County, Arkansas containing in all about 557.74 acres:

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HOUSTON 24, TEXAS

TOWNSHIP 2 SOUTH - RANGE 14 WEST

| | | Acres |
|---|---|---|
| Section 30: | NE/4 of NE/4; S/2 of NE/4 | 120.00 |
| | Fractional W/2 of NW/4 | 59.50 |
| | SE/4 of NW/4 | 40.00 |
| | Fractional SW/4 | 142.24 |
| | W/2 of SE/4 | 80.00 |
| | SE/4 of SE/4 West of Highway | 38.05 |
| | SE/4 of SE/4 East of Highway | 1.95 |

TOWNSHIP 2 SOUTH - RANGE 15 WEST

| | | |
|---|---|---|
| Section 25: | SW/4 of SE/4 less and except 4.0 acres; SE/4 of SE/4 | 76.00 |
| | | 557.74 |

upon and subject to all of the royalties, terms, provisions and conditions as set forth in the above described lease as originally executed, which, except as hereby amended, shall continue in full force and effect as written.

IN WITNESS WHEREOF this instrument is executed this 4th day of December, 1961, but effective for all purposes as of November 3, 1961.

INTERNATIONAL PAPER COMPANY

ATTEST:

Assistant Secretary

By J. E. McCaffrey
Vice President

THE LONG-BELL PETROLEUM COMPANY, INC.

ATTEST:

Assistant Secretary

By John W. Williams Jr.
Vice President

ALPHA MINERAL COMPANY

By L. W. Minturn
L. W. Minturn, General Partner

ALPHA MINERAL COMPANY
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HOUSTON 24, TEXAS

STATE OF ALABAMA )
COUNTY OF MOBILE )

On this the 7 day of December, 1961, before me, a Notary Public, duly commissioned, qualified and acting, within and for the County and State aforesaid, appeared in person the within named R. E. McCaffery and H. S. Galloway, to me personally well known, who stated that they were the Vice President and Assistant Secretary of the International Paper Company, a corporation, and were duly authorized in their respective capacities to execute the annexed and foregoing instrument for the consideration, uses and purposes therein mentioned and set forth.

IN TESTIMONY WHEREOF I have hereunto set my hand and official seal on this the 7 day of December, 1961.

Gladys Dulaney
Notary Public

My Commission Expires October 30, 1963

STATE OF ALABAMA )
COUNTY OF MOBILE )

On this 7 day of December, 1961, before me appeared James W. Williams Jr., to me personally known, who, being by me duly sworn, did say that he is the Vice President of The Long-Bell Petroleum Company, Inc., and that the seal affixed to the foregoing instrument is the corporate seal of said corporation, and that said instrument was signed and sealed in behalf of said corporation by authority of its Board of Directors, and the said James W. Williams Jr. acknowledged said instrument to be the free act and deed of said corporation.

Gladys Dulaney
Notary Public

My Commission Expires October 30, 1963

THE STATE OF TEXAS )
COUNTY OF HARRIS )

On this day came before me, a Notary Public duly commissioned and acting within and for the said county and state, L. W. Minturn, to me well known and stated that he had executed the same for the consideration and purposes therein mentioned and set forth and as General Partner of Alpha Mineral Company, Lessee in the foregoing instrument.

Witness my hand and official seal on this 4th day of December, 1961.

Laura M. Cazes
Notary Public

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Filed for record on this the 2nd day of January, 1962 at 10:46 A.M., and same is duly recorded in Misc. Record Book 3, at page 154.

Marshall Gipson
Circuit Clerk & Recorder

By Ruth Gipson D.C.



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15

Vinson, Elkins, Weems + Searls, attys
First City Nat. Bank Bldg.
Houston 2, Texas 3.00 Chgd.

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HOUSTON 24, TEXAS

(12)

MISC: 3 PAGE 463

FILED
SALINE CIRCUIT &
CHANCERY CLERK
1962 MAR 15 AM 8:25
BY [illegible]

OIL, GAS AND MINERAL LEASE

THE STATE OF ARKANSAS )
)
COUNTY OF SALINE )

This agreement made this 2nd day of February, 1962 between Lawrence E. Tatum and wife, Pearl Tatum; Fred M. Ramsey and wife, Vera Ramsey; Leon H. Tatum and wife, Ercel Tatum; Lissie Tatum Chambers (in her own right) and husband, Leven L. Chambers; Fred Ramsey, as Attorney-in-Fact for Eric Ramsey and wife, Joyce Ramsey; Lexie Robbins and husband, Manley E. Robbins; and Mary Lurice ~~Lane~~ Matthews and husband, Bob Matthews (hereinafter called "Lessor" whether one or more), whose address is Benton, Arkansas, and ALPHA MINERAL COMPANY, a limited partnership organized under the laws of the State of Arkansas, as Lessee, whose address is 753 West Creekside Drive, Houston, Texas,

W I T N E S S E T H:

Lessor, in consideration of $ 10.00 cash in hand paid by Lessee, the receipt of which is hereby acknowledged and in consideration of the rentals and royalties herein provided for, does hereby GRANT, LEASE and LET exclusively unto Lessee the land described in Exhibit "A" which is attached hereto and made a part hereof (hereinafter called the "Leased Premises"), for the purpose of investigating, exploring, prospecting, drilling, excavating, mining for, producing, treating, storing, handling, transporting and carrying away oil, gas, bauxite, sulphur, magnetite and all other minerals, together with the right of ingress and egress to and from the Leased Premises and the right to bore prospect holes, sink shafts or slopes, build and construct roads,

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pipelines, power stations, power lines, telephone lines, tanks and to erect and maintain machinery or equipment for the production, removal or benefication of minerals or ores which may be found in, on or under the Leased Premises.

This lease is made, executed and delivered subject to the following terms and conditions:

1.

This lease shall be for a term of ~~ten (10)~~ eight years from the date hereof (called "Primary Term") and as long thereafter as any mineral is produced from the Leased Premises or Lessee is engaged with no cessation of more than sixty (60) consecutive days in exploratory or mining operations on the Leased Premises for the discovery or production of minerals.

2.

The royalties to be paid by Lessee are:

(a) on oil, one-eight (1/8) of that produced and saved from said land, the same to be delivered at the wells or to the credit of Lessor into the pipe line to which the wells may be connected; Lessee may from time to time purchase any royalty oil in its possession, paying the market price therefor prevailing for the field where produced on the date of purchase;

(b) on gas, including casinghead gas or other gaseous substance, produced from said land and sold or used off the premises or for the extraction of gasoline or other product therefrom the market value at the well of one-eight (1/8) of the gas so sold or used, provided that on gas sold at the wells the royalty shall be



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one-eighth (1/8) of the amount realized from such sale; while there is a gas well on this lease or on acreage pooled therewith, but gas is not being sold or used, Lessee may pay as royalty, on or before ninety (90) days after the date on which said well is shut in and thereafter at monthly intervals, the sum of $ 25.00 and if such payment is made or tendered, this lease shall not terminate and it will be considered that gas is being produced from this lease in paying quantities;

(c) on all minerals other than oil and gas which shall be mined or produced from the Leased Premises and removed from said Leased Premises or used or sold by Lessee, the royalties shall be as follows: (i) on sulphur, $1.00 per ton; (ii) on bauxite, 75¢ per ton; (iii) on magnetite or iron ore aggregate, five mills ($0.005) per iron unit (22.4 pounds of iron); (iv) on fissionable minerals, 10% of the value thereof as determined or established by the Atomic Energy Commission or other governmental agency having jurisdiction; (v) on all other minerals, 10% of the value thereof at the well or mine or the same percentage of the net mill or smelter returns, whichever is greater; (vi) the word "ton" in all instances shall mean a long ton of 2240 pounds; (vii) for the purpose of calculating royalties on any mineral or ore on which the royalty is a percentage of the value and which is marketed off the Leased Premises, the cost of transportation shall be deducted and the phrase "net mill or smelter returns" shall mean the proceeds received by Lessee after deducting transportation, milling



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and smelting charges.

(d) The rates prescribed for the payment of royalties on sulphur, bauxite, magnetite and iron ore aggregate shall remain unchanged through the calendar year 1965 but at the beginning of the calendar year 1966 and at the beginning of each calendar year thereafter, a fraction shall be determined, the numerator of which shall be the average of the twelve (12) next preceding monthly publications of the Wholesale Commodity Price Index (all commodities), published by the Federal Reserve System, and the denominator of which shall be the average of the twelve (12) monthly publications of the Wholesale Commodity Price Index (all commodities) of the calendar year 1960; the rates provided for royalties on sulphur, bauxite and magnetite or iron ore aggregate shall be multiplied by this fraction and the result shall be adjusted to the nearest one cent (1¢) for sulphur and bauxite and to the nearest whole mill for magnetite or iron ore aggregate; such new rates shall be used for all payments due during the ensuing calendar year; the indexes referred to herein are those computed on a basis of an index of 100 for the average of the three years, 1947, 1948 and 1949.

All ores mined from the Leased Premises but not removed therefrom within ninety (90) days following the expiration or other termination of this lease shall be the property of Lessor.

3.

Lessee shall pay to Lessor annually in advance commencing one (1) year from the date hereof a rental in the amount



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753 W. CREEKSIDE DRIVE
HOUSTON 24, TEXAS

of One Dollar ($1.00) per acre for the Leased Premises which, for the purpose of calculating such rental are estimated to comprise ninety (90) acres. Such rental shall be applied as a credit against royalties due to Lessor on minerals produced during the twelve months next succeeding the date of payment. Such rental may be paid to Lessor at the address shown above unless and until Lessee shall be notified of a different address or such payment may be made or tendered to Lessor in the UNION Bank at BENTON, Arkansas. Any such payment may be made by the check or draft of Lessee mailed or delivered to Lessor at said address or to said bank. Lessee may at any time or times execute and deliver to Lessor or to the bank above named or place of record a release or releases of all or any part of the Leased Premises and be relieved of all obligations as to the acreage surrendered, and thereafter the rental above provided for shall be reduced in the proportion that the acreage covered hereby is reduced by such release or releases.

4.

Lessee is hereby granted the right, power and authority at the option of Lessee, at any time or times, to pool, combine and unitize the land (hereinafter called the "Leased Premises") covered by the above described lease (hereinafter called "said Lease") or any portion thereof with any other land, lease or leases in the vicinity thereof, when in Lessee's judgment it is necessary or advisable so to do, for the purpose of developing and operating the Leased Premises and producing, mining and removing therefrom oil, gas or other minerals in accordance with the terms of said Lease. Such



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pooling may in any instance include all oil, gas and other minerals or may be limited to any one or more of such substances. Likewise, any such pooling may extend to and cover the production of the substance or substances committed to such pooled unit from any depth or may be limited to one or more zones, veins, depths, horizons or formations. Any pooled unit created hereunder shall not exceed 40 acres in surface area for oil, or 640 acres in surface area for gas, or 640 acres in surface area for any or all other minerals. The pooling by Lessee in any one or more instances shall not exhaust the right of Lessee to pool any remaining unpooled portion of the Leased Premises or any mineral not theretofore pooled into other units. Lessee shall file for record in the appropriate records of the county in which the Leased Premises are situated an instrument describing and designating the pooled acreage as a pooled unit, setting forth the effective date thereof and describing the acreage, zones, formations and substances pooled. The right, power and authority hereby given to Lessee for the formation of pooled units may be exercised either before or after a well or mine has been drilled or opened or before or after the substance or substances committed to such pooled unit may have been found to exist in commercial quantities in, on or under the Leased Premises. The mining, drilling for or production of the substance or substances committed to the pooled unit, and all operations conducted by Lessee in connection therewith on or within any such pooled unit shall be treated as if such mining, drilling or production or operations in connection therewith were conducted on the Leased Premises. For the



ALPHA MINERAL COMPANY
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purpose of computing the royalties to which the Lessor or other owners of royalties on the production from the Leased Premises of the substance or substances committed to the pooled unit shall be entitled, there shall be allocated to said Lease the proportion of such production from any such unit (whether or not from the land covered by said Lease) that the number of surface acres covered by said Lease and included in the unit bears to the total number of surface acres in such unit; royalties shall be paid hereunder only on that portion of such production so allocated to said Lease, which shall be in lieu of any other royalties.

5.

If during the Primary Term Lessee shall conduct core drilling or other exploratory operations which do not indicate the presence of any mineral covered by this lease or if any mineral shall be discovered and produced and the production thereof shall cease during the Primary Term, this lease shall not thereby be terminated but shall continue in force during said Primary Term. If any mineral is mined and produced from the Leased Premises and the production or mining thereof shall cease after the Primary Term, this lease shall not terminate if Lessee resumes mining operations or commences operations for reworking any existing mine or well within ninety (90) days after such cessation of production.

6.

The failure of Lessee to make any payment of rental or royalty due hereunder or to keep or perform any covenant or agreement to be kept or performed by Lessee, in the manner and at the time herein specified, unless excused by force



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majeure or some other provision of this lease, shall constitute a default which shall at the option of Lessor be cause for termination of this lease unless such default has been remedied within sixty (60) days after Lessor has given notice in writing to Lessee specifying the facts relied upon as constituting a breach hereof or default hereunder and stating that the option to terminate this lease will be exercised if Lessee shall fail within sixty (60) days from the date of such notice to remedy such default.

7.

Notices required or permitted hereunder shall be in writing sent by registered United States mail, postage prepaid, to the address of Lessor and Lessee, respectively, as set forth above, unless and until either party shall notify the other of a change of address.

8.

Lessee shall be excused from the performance of any drilling or mining operations or from the performance of any other obligation hereunder (except the payment of rentals and royalties) during such time as Lessee may be prevented from so doing by reason of force majeure. The term "force majeure" as used herein shall mean acts of God, fire, flood, power failure, accident or breakage to machinery or equipment, strikes, labor difficulties, arrests or restraints of government, wars, mob violence, storms, inability to obtain equipment or material, or any other cause, whether or not herein enumerated, which is not reasonably within the control of Lessee. During the continuance of any such condition of force majeure this lease shall continue in force regardless



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of any provision herein contained to the contrary notwithstanding.

9.

Lessee shall pay Lessor for actual damages to fences, growing crops or other property of Lessor caused by exploratory operations conducted by Lessee hereunder. In the event of actual mining operations, however, Lessee shall not be liable for any permanent damage to the land which may be caused by operations which are reasonably necessary in exercising the rights hereby granted to Lessee.

10.

Lessee shall make and keep an accurate record and account of all ores and other minerals mined and removed from the leased premises and the amounts received from the sale thereof. All such records and accounts shall be made available for the examination by Lessor or his representative at the offices of Lessee at any reasonable time. Lessor shall have the right at his sole risk at all times to observe and inspect any operations or workings being conducted by Lessee on the Leased Premises.

11.

Any taxes such as severance or production taxes imposed upon any mineral covered hereby shall be borne by the parties in proportion to their respective interests, and any such tax paid by Lessee shall be deducted before calculating the value of the minerals for the purpose of paying royalties.

12.

Any buildings, machinery or equipment erected, installed or placed by Lessee on the Leased Premises shall not be deemed to be fixtures, but shall remain the property of Lessee and may be removed by Lessee at any time during the term of this

ALPHA MINERAL COMPANY
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lease or within six (6) months after termination hereof.

13.

This lease and the rights of either party hereunder may be assigned in whole or in part, and the provisions hereof shall extend to the heirs, successors and assigns of the respective parties; but no change or division in such ownership shall be binding on Lessee until thirty (30) days after Lessee shall have been furnished notice thereof by registered United States mail together with a certified copy of the recorded instrument or instruments evidencing the same. In the event of assignment hereof in whole or in part, liability for breach of any obligation hereunder shall rest exclusively upon the owner of this lease, or portion hereof, committing such breach.

14.

Lessor hereby warrants and agrees to defend the title to said land and agrees that Lessee at its option may discharge any tax, mortgage or other lien upon said land, either in whole or in part; and in event Lessee does so, it shall be subrogated to such lien with right to enforce same and apply rentals and royalties accruing hereunder toward satisfying same. Without impairment of Lessee's rights under the warranty in event of failure of title, it is agreed that if Lessor owns an interest in the oil, gas or other minerals on, in or under said land less than the entire fee simple estate, whether or not this lease purports to cover the whole or a fractional interest, then the royalties and rentals to be paid Lessor shall be reduced in the proportion that his interest bears to the whole and undivided fee and in accordance



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with the nature of the estate of which Lessor is seized. Failure of Lessee to reduce rental paid hereunder shall not impair the right of Lessee to reduce royalties.

In consideration of the premises, each married woman joining her husband in the execution of this instrument hereby releases and relinquishes unto Lessee all her right or possibility of dower and homestead in and to the Leased Premises, but only to the extent of the terms and provisions of this instrument. Should any one or more of the parties named above as Lessor fail to execute this lease, it shall nevertheless be binding upon the party or parties executing the same.

IN WITNESS WHEREOF this instrument is executed as of the date first above written.

Lawrence E. Tatum
Lawrence E. Tatum

Pearl Tatum
Pearl Tatum

Fred M. Ramsey
Fred M. Ramsey

Vera Ramsey
Vera Ramsey

Leon H. Tatum
Leon H. Tatum

Ercel Tatum
Ercel Tatum

Lissie Tatum Chambers
Lissie Tatum Chambers

Leven L. Chambers
Leven L. Chambers

Fred Ramsey
Fred Ramsey

Lexie Roberts
Lexie Robbins

Manley E. Roberts
Manley E. Robbins

Mary Lane Matthews
Mary ~~Lane~~ XXXXXX Matthews

Bob Matthews
Bob Matthews XXXXXXX

LESSORS

Fred M. Ramsey executes this lease as Agent & Attorney in Fact for Eric Ramsey and wife, Joyce Ramsey - also Individually.

ALPHA MINERAL COMPANY

By L. W. Martin

LESSEE

ALPHA MINERAL COMPANY
753 W. CREEKSIDE DRIVE
HOUSTON 24, TEXAS

EXHIBIT "A"

The W/2 of the NE/4 of the SE/4 of Sec. 30, T2S, R14W, containing 20 acres of land, more or less, and the N/2 of the NE/4 of Sec. 36, T2S, R15W except the SW/4 of the NW/4 of the NE/4 of said Sec. 36, containing 70 acres of land, more or less, all in Saline County, Arkansas.

ALPHA MINERAL COMPANY
753 W. CREEKSIDE DRIVE
HOUSTON 24, TEXAS

STATE OF ARKANSAS ()
COUNTY OF ~~PULASKI~~ SALINE ()

MISC. 3 PAGE 475

On this day came before me, a Notary Public duly commissioned and acting within and for said county and state,

Lawrence E. Tatum,

to me well known as the Lessor in the foregoing instrument, and stated the he had executed the same for the consideration and purposes therein mentioned and set forth. And on the same day also voluntarily appeared before me

Pearl Tatum, wife ~~xxxxxx~~ of

Lawrence E. Tatum,

to me well known, and in the absence of her ~~xxxxxx~~ husband(~~x~~) declared that she ~~xxxxx~~ had of her ~~xxxxxx~~ own free will executed said instrument for the consideration and purposes therein contained and set forth without compulsion or undue influence of her ~~xxxxxxx~~ said husband(~~x~~).

WITNESS my hand and official seal on this 24 day of February, 1962.

Notary Public in and for
~~Pulaski~~ Saline County, Arkansas

My Commission Expires: 9/15/62.

STATE OF ARKANSAS ()
COUNTY OF PULASKI ()

On this day came before me, a Notary Public duly commissioned and acting within and for said county and state,

Lissie Tatum Chambers,

to me well known as the Lessor in the foregoing instrument, and stated that she had executed the same for the consideration and purposes therein mentioned and set forth.

WITNESS my hand and official seal on this 9th day of February MARCH, 1962.

Notary Public in and for
PULASKI County, ARKANSAS

STATE OF ARKANSAS ()
COUNTY OF PULASKI ()

On this day came before me, a Notary Public duly commissioned and acting within and for said county and state,

Leven L. Chambers

to me well known as the Lessor in the foregoing instrument, and stated that he had executed the same for the consideration and purposes therein mentioned and set forth.

WITNESS my hand and official seal on this 9th day of February MARCH, 1962.

Notary Public in and for
PULASKI County, ARKANSAS

ALPHA MINERAL COMPANY
753 W. CREEKSIDE DRIVE
HOUSTON 24, TEXAS

STATE OF ARKANSAS )
)
COUNTY OF Saline )

MISC. 3 PAGE 476

On this day came before me, a Notary Public duly commissioned and acting within and for said county and state,

Fred Ramsey,

to me well known as the Lessor in the foregoing instrument, and stated that he had executed the same for the consideration and purposes therein mentioned and set forth, and in the capacity therein stated.

WITNESS my hand and official seal on this 24 day of February, 1962.

Notary Public in and for Saline County, ARKANSAS

STATE OF ARKANSAS )
)
COUNTY OF Saline )

On this day came before me, a Notary Public duly commissioned and acting within and for said county and state,

~~Manley E. Robbins~~ Manley E. Roberts,

to me well known as the Lessor in the foregoing instrument, and stated the he had executed the same for the consideration and purposes therein mentioned and set forth. And on the same day also voluntarily appeared before me

~~Lexie Robbins~~ Lexie Roberts, wife ~~xxxxxx~~ of

~~Manley E. Robbins~~ Manley E. Roberts,

to me well known, and in the absence of her ~~xxxxxx~~ husband(s) declared that she ~~xxxxx~~ had of her ~~xxxxxx~~ own free will executed said instrument for the consideration and purposes therein contained and set forth without compulsion or undue influence of her ~~xxxxx~~ said husband(s).

WITNESS my hand and official seal on this 24 day of February, 1962.

Notary Public in and for Saline County, ARKANSAS

My Commission Expires: 9/15/62.

STATE OF ARKANSAS - COUNTY OF SALINE

On this day came before me, a Notary Public duly commissioned and acting within and for said county and state,

Fred M. Ramsey, Agent & Atty in Fact for Eric Ramsey & wife, Joyce Ramsey and Individually

to me well known as the Lessor in the foregoing instrument, and stated the he had executed the same for the consideration and purposes therein mentioned and set forth. And on the same day also voluntarily appeared before me

Vera Ramsey, wife ~~xxxxxx~~ of

Fred M. Ramsey,

to me well known, and in the absence of her ~~xxxxxx~~ husband(s) declared that she ~~xxxxx~~ had of her ~~xxxxxx~~ own free will executed said instrument for the consideration and purposes therein contained and set forth without compulsion or undue influence of her ~~xxxxx~~ said husband(s).

WITNESS my hand and official seal on this 24 day of February, 1962.

My Commission Expires: 9/15/62

Notary Public in and for Saline County, ARKANSAS

ALPHA MINERAL COMPANY
753 W. CREEKSIDE DRIVE
HOUSTON 24, TEXAS

STATE OF ARKANSAS )
)
COUNTY OF _____ )

MISC. 3 PAGE 477

On this day came before me, a Notary Public duly commissioned and acting within and for said county and state,

Leon H. Tatum,

to me well known as the Lessor_ in the foregoing instrument, and stated the _he_ had executed the same for the consideration and purposes therein mentioned and set forth. And on the same day also voluntarily appeared before me

Ercel Tatum, wife ~~(xxxxxx)~~ of

Leon H. Tatum,

to me well known, and in the absence of her ~~(xhrixx)~~ husband(~~x~~) declared that she ~~(xhrx)~~ had of her ~~(xhrix)~~ own free will executed said instrument for the consideration and purposes therein contained and set forth without compulsion or undue influence of her ~~(xhrix)~~ said husband(~~x~~).

WITNESS my hand and official seal on this 24 day of February, 1962.

My Comm. Expires: 9/1/..

Herman Nelson
Notary Public in and for
Saline County, ARKANSAS

STATE OF ARKANSAS )
)
COUNTY OF Saline )

On this day came before me, a Notary Public duly commissioned and acting within and for said county and state,

~~Bob Matthews~~ Bob Mathews,

to me well known as the Lessor_ in the foregoing instrument, and stated the _he_ had executed the same for the consideration and purposes therein mentioned and set forth. And on the same day also voluntarily appeared before me

Mary Lurice Mathews
~~Mary Lane Xxxxx~~ Matthews, wife ~~(xxxxxx)~~ of

~~Bob Matthews~~ Bob Mathews,

to me well known, and in the absence of her ~~(xhxixx)~~ husband(~~x~~) declared that she ~~(xhxix)~~ had of her ~~(xhxixx)~~ own free will executed said instrument for the consideration and purposes therein contained and set forth without compulsion or undue influence of her ~~(xxxxxx)~~ said husband(~~x~~).

WITNESS my hand and official seal on this 19 day of February, 1962.

My Comm. Expires: 9/15/62.

Herman Nelson
Notary Public in and for
Saline County, ARKANSAS

ALPHA MINERAL COMPANY
753 W. CREEKSIDE DRIVE
HOUSTON 24, TEXAS

STATE OF TEXAS ⊘
⊘
COUNTY OF HARRIS ⊘

MISC. 3 PAGE 478

On this day came before me, a Notary Public duly commissioned and acting within and for said county and state, L. W. MINTURN, General Partner of ALPHA MINERAL COMPANY, a corporation, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same as the act and deed of said corporation, for the purposes and consideration therein expressed, and in the capacity therein stated.

GIVEN under my hand and seal of office this 12th day of March, 1962.

Laura McCain
Notary Public in and for
Harris County, T e x a s

Filed for record on this the 15th day of March, 1962 at 8:25 A.M., and same is duly recorded in Misc. Record Book 3, at page 463.

Marshall Gipson
Circuit Clerk & Recorder

By Ruth Gibson D.C.

ALPHA MINERAL COMPANY
753 W. CREEKSIDE DRIVE
HOUSTON 24, TEXAS

12 5th Cly -

Vinson, Elkins, Weems & Searls
Attorneys at Law
First City Nat. Bank Bldg
Houston 2, Texas
Att'n: Gordon Stokes

ALPHA MINERAL COMPANY
753 W. CREEKSIDE DRIVE
HOUSTON 24, TEXAS

ASSIGNMENT OF OIL, GAS AND MINERAL LEASES

THE STATE OF ARKANSAS §
§ KNOW ALL MEN BY THESE PRESENTS:
COUNTY OF SALINE §

That L. W. MINTURN, of Houston, Harris County, Texas, in consideration of Ten Dollars ($10.00) and other good and valuable considerations cash in hand paid by ALPHA MINERAL COMPANY, a limited partnership organized under the laws of Arkansas, the receipt of which is hereby acknowledged, does hereby transfer, assign and convey unto the said Alpha Mineral Company the following oil, gas and mineral leases and the leasehold estates created thereby covering lands situated in the County of Saline, State of Arkansas, to wit:

1. Oil, gas and mineral lease dated July 29, 1960, from J. T. Bridges and wife, Hazel Bridges, as lessor, to L. W. Minturn as lessee, recorded in Misc. Book 1, at page 332 of the Records of Saline County, Arkansas, covering the following described land:

   The South 24 acres of the NE/4 of the NE/4 of Section 31, Township 2 South, Range 14 West, Saline County, Arkansas, except a one acre tract in the Southeast corner of the above described 24 acre tract and more fully described as beginning at the Southeast corner of the NE/4 of the NE/4 of Section 31; run North 132 feet; West 330 feet; South 132 feet; East 330 feet to a point of beginning, leaving a net of 23 acres covered by this lease.

2. Oil, gas and mineral lease dated July 27, 1960, from W. C. McClendon and wife, Nannie McClendon, as lessor, to L. W. Minturn, as lessee, recorded in Misc. Book 1, at page 342 of the Records of Saline County, Arkansas, covering the following described land:

   Part of the NE/4 of the NW/4 of Section 30, Township 2 South, Range 14 West, containing 13.35 acres of surface rights and 6.67 acres of mineral right undivided under the said

FILED
SALINE CIRCUIT & CHANCERY CLERK
1982 JAN -2 AM 10:45
BY Marshall Gipson

#1

#2

ALPHA MINERAL COMPANY
753 W. CREEKSIDE DRIVE
HOUSTON 24, TEXAS

described property, which property is as follows: Beginning at the Northwest corner of the NE/4 of the NW/4 of Section 30, Township 2 South, Range 14 West; thence East 675 feet South 782 feet to the North side of Alcoa Pump Road; thence Westerly 675 feet; thence North 782 feet to point of beginning and containing 13.35 acres, more or less.

3. Oil, gas and mineral lease dated July 16, 1960, from Bryan W. Brooks and Anna Brooks, his wife, as lessor, to L. W. Minturn, as lessee, recorded in Misc. Book 1, at page 352 of the Records of Saline County, Arkansas, covering the following described land:

Undivided one-half of mineral rights in the NE/4 of NW/4 of Section 30, Township 2 South, Range 14 West.

4. Oil, gas and mineral lease dated July 15, 1960, from Lawrence E. Tatum and Pearl Tatum, his wife, as lessor, to L. W. Minturn, as lessee, recorded in Misc. Book 1, at page 362 of the Records of Saline County, Arkansas, covering the following described land:

North 16 acres in the NE/4 of NE/4 of Section 31, Township 2 South, Range 14 West, Saline County, Arkansas.

5. Oil, gas and mineral lease dated July 21, 1960, from Leon H. Tatum and Ercel Tatum, his wife, as lessor, to L. W. Minturn, as lessee, recorded in Misc. Book 1, at page 372, of the Records of Saline County, Arkansas, covering the following described land:

Partof NE/4 of NE/4, beginning at Southeast corner run North 132 feet, West 330 feet, South 132 feet, East 330 feet to point of beginning located in Saline County, in Section 31, Township 2 South, Range 14 West, State of Arkansas.

6. Oil, gas and mineral lease dated September 20, 1960, from R. A. Davenport, Sr. and Essie Davenport, his wife, and R. A. Davenport, Sr. as attorney-in-fact for the following parties: (1) Irva Young (in her own right); (2) Coye Davenport and Margurett Davenport (his wife); (3) J. H. Davenport and Elizabeth Davenport (his wife); (4) Hattie Young (in her own right); (5) Halbert Davenport and Margaret Davenport (his wife); (6) Sam Davenport and Anna Davenport (his wife); (7) Anna Mae West (in her own right); (8) Doris Baker (in her own right) as lessor, to L. W. Minturn, as



ALPHA MINERAL COMPANY
753 W. CREEKSIDE DRIVE
HOUSTON 24, TEXAS

lessee, recorded in Misc. Book 1, at page 382 of the Records of Saline County, Arkansas, covering the following described land:

The NW/4 of the NE/4 of Section 30, Township 2 South, Range 14 West, Saline County, Arkansas.

7. Oil, gas and mineral lease dated July 21, 1960, from R. A. Davenport, Sr. and Essie Davenport, his wife, as lessor, to L. W. Minturn, as lessee, recorded in Misc. Book 1, at page 392 of the Records of Saline County, Arkansas, covering the following described land:

The SE/4 of the SW/4 of Section 29, Township 2 South, Range 14 West, Saline County, Arkansas.

8. Oil and Gas Lease dated July 21, 1960, from R. A. Davenport and Essie Davenport, his wife, as lessor, to L. W. Minturn, as lessee, recorded in Misc. Book 1, at page 402 of the Records of Saline County, Arkansas, covering the following described land:

The NE/4 of the NW/4 of Section 32, Township 2 South, Range 14 West, Saline County, Arkansas.

TO HAVE AND TO HOLD the above described leases together with all and singular the rights, privileges and appurtenances thereto in anywise belonging unto the said Alpha Mineral Company, its successors and assigns forever.

Theo Marsh Minturn, wife of the said L. W. Minturn, for the consideration above recited joins in the execution hereof for the purpose of releasing and relinquishing and she does hereby release and relinquish her right of dower in and to the above described leases.

WITNESS the execution hereof this 15 day of March, 1961.

L. W. Minturn

L. W. Minturn

Theo Marsh Minturn

Theo Marsh Minturn



ALPHA MINERAL COMPANY
753 W. CREEKSIDE DRIVE
HOUSTON 24, TEXAS

THE STATE OF TEXAS §
§
COUNTY OF HARRIS §

On this day personally appeared before the undersigned, a Notary Public in and for the county and state aforesaid, duly qualified, commissioned and acting, L. W. MINTURN, to me well known to be the person whose name appears as Grantor in the foregoing instrument, and stated that he executed the same for the consideration, uses, and purposes therein mentioned and set forth.

And on the same day also voluntarily appeared before me in person the said THEO MARSH MINTURN, wife of the said L. W. Minturn, to me well known, and, in the absence of her husband, declared that she had, of her own free will, executed the foregoing instrument for the purposes and consideration therein contained and set forth, without compulsion or undue influence of her said husband.

IN WITNESS WHEREOF, I have hereunto set my hand and seal as such Notary Public on this 15 day of March, 1961.

Geraldine Jones
Notary Public in and for
Harris County, Texas

GERALDINE JONES
Notary Public, in and for Harris County, Texas
My Commission Expires June 1, 1961

Filed for record on this the 2nd day of January, 1962, at 10:45 A.M., and same is duly recorded in Misc. Record Book 3, at page 167.

Marshall Gipson
Circuit Clerk & Recorder

By Ruth Gipson D.C.

ALPHA MINERAL COMPANY
753 W. CREEKSIDE DRIVE
HOUSTON 24, TEXAS

Vinson, Elkins, Weems + Searls, attys
First City National Bank Bldg.
Houston 2 - Texas

4 00 Chgd.

ALPHA MINERAL COMPANY
753 W. CREEKSIDE DRIVE
HOUSTON 24, TEXAS

31
5

OFFICIAL FILE COPY
O. M. E
RECEIVED MAY 17 1962
DATE

FILED
SALINE CIRCUIT &
CHANCERY CLERK

8:22 A.M. 13 JAN '62
BY Edna Crouch

THE STATE OF ARKANSAS )
)
COUNTY OF SALINE )

WHEREAS, L. W. Minturn, the original Lessee in the following described oil, gas and mineral leases has heretofore assigned said leases to Alpha Mineral Company, a limited partnership organized under the laws of the State of Arkansas:

1. Oil, gas and mineral lease dated July 27, 1960, from W. C. McClendon and wife, Nannie McClendon, as Lessor, to L. W. Minturn, as Lessee, recorded in Misc. Book 1, at page 342 of the Records of Saline County, Arkansas, covering the following described land:

   Part of the NE/4 of the NW/4 of Section 30, Township 2 South, Range 14 West, containing 13.35 acres of surface rights and 6.67 acres of mineral right undivided under the said described property, which property is as follows: Beginning at the Northwest corner of the NE/4 of the NW/4 of Section 30, Township 2 South, Range 14 West; thence East 675 feet South 782 feet to the North side of Alcoa Pump Road; thence Westerly 675 feet; thence North 782 feet to point of beginning and containing 13.35 acres, more or less;

#1-OK

2. Oil, gas and mineral lease dated July 16, 1960, from Bryan W. Brooks and Anna Brooks, his wife, as Lessor, to L. W. Minturn, as Lessee, recorded in Misc. Book 1, at page 352 of the Records of Saline County, Arkansas, covering the following described land:

   Undivided one-half of mineral rights in the NE/4 of NW/4 of Section 30, Township 2 South, Range 14 West; and

#2-OK

3. Oil, gas and mineral lease dated September 20, 1960, from R. A. Davenport, Sr. and Essie Davenport, his wife, and R. A. Davenport, Sr. as attorney-in-fact for the following parties:

ALPHA MINERAL COMPANY
753 W. CREEKSIDE DRIVE
HOUSTON 24, TEXAS

(1) Irva Young (in her own right); (2) Coye Davenport and Margurett Davenport (his wife); (3) J. H. Davenport and Elizabeth Davenport (his wife); (4) Hattie Young (in her own right); (5) Halbert Davenport and Margaret Davenport (his wife); (6) Sam Davenport and Anna Davenport (his wife); (7) Anna Mae West (in her own right); (8) Doris Baker (in her own right) as Lessor, to L. W. Minturn, as Lessee, recorded in Misc. Book 1, at page 382 of the Records of Saline County, Arkansas, covering the following described land:

The NW/4 of the NE/4 of Section 30, Township 2 South, Range 14 West, Saline County, Arkansas.

WHEREAS, the said L. W. Minturn, as Trustee, acting for and on behalf of Alpha Mineral Company, of which he is the General Partner, has secured certain amendments of the above described leases which have been placed of record in Saline County, Arkansas; and

WHEREAS, all rights, privileges and benefits accruing to the Lessee under and by virtue of said amendments were acquired for the benefit of Alpha Mineral Company and it is the desire of the parties that such right and title be made a matter of public record.

KNOW ALL MEN BY THESE PRESENTS: That L. W. Minturn, individually and as Trustee, does hereby TRANSFER, ASSIGN and CONVEY unto Alpha Mineral Company all rights, titles, interests, benefits and privileges created by the following amendments of the above described leases:

a. Amendment of oil, gas and mineral lease dated November 15, 1961 executed by W. C. McClendon and wife, Nannie McClendon, which is recorded in Misc. Book 3, page 49 of the Records of Saline County, Arkansas;

b. Amendment of oil, gas and mineral lease dated November 20, 1961 executed by Bryan W. Brooks and wife, Anna Brooks, which is recorded in Misc. Book 3, page 53 of the Records of Saline County, Arkansas; and

ALPHA MINERAL COMPANY
753 W. CREEKSIDE DRIVE
HOUSTON 24, TEXAS

c. Amendment of oil, gas and mineral lease dated November 14, 1961 executed by R. A. Davenport, Sr., et ux, et al, which is recorded in Misc. Book 3, page 57 of the Records of Saline County, Arkansas.

Theo Marsh Minturn, wife of the said L. W. Minturn, for the consideration above recited, joins in the execution hereof for the purpose of releasing and relinquishing and she does hereby release and relinquish her right of dower in and to the above described leases.

WITNESS THE EXECUTION HEREOF this 11 day of January, 1962.

L. W. Minturn
L. W. MINTURN, Individually and as Trustee

Theo Marsh Minturn
THEO MARSH MINTURN

ASSIGNOR

ALPHA MINERAL COMPANY

By L. W. Minturn
L. W. Minturn, General Partner

ASSIGNEE

THE STATE OF TEXAS ⊘
COUNTY OF HARRIS ⊘

On this day personally appeared before the undersigned, a Notary Public in and for the county and state aforesaid, duly qualified, commissioned and acting, L. W. MINTURN, to me well known to be the person whose name appears as Assignor in the foregoing instrument and who also executed the same on behalf of the Assignee, and stated that he executed the same for the consideration, uses and purposes therein mentioned and in the capacity therein set forth.

And on the same day also voluntarily appeared before me in person the said THEO MARSH MINTURN, wife of the said L. W. MINTURN, to me well known, and, in the absence of her husband, declared that she had, of her own free will, executed the

ALPHA MINERAL COMPANY
753 W. CREEKSIDE DRIVE
HOUSTON 24, TEXAS

foregoing instrument for the purposes and consideration therein contained and set forth, without compulsion or undue influence of her said husband.

IN WITNESS WHEREOF, I have hereunto set my hand and seal as such Notary Public on this 11th day of January, 1962.

Laura McCain
Notary Public in and for
Harris County, T e x a s

FILED FOR RECORD ON THIS THE 13TH DAY OF JANUARY, 1962, AT 8:22 A. M., AND SAME IS DULY RECORDED IN MISC. BOOK 3, AT PAGE 256.

MARSHALL GIPSON
CIRCUIT CLERK AND RECORDER

BY Edna Crouch D.C.

ALPHA MINERAL COMPANY
753 W. CREEKSIDE DRIVE
HOUSTON 24, TEXAS

Vincon, Elkins, Weems & Searls
Attorneys at Law
First City National Bank Bldg.
Houston 2, Texas

$3 50

ALPHA MINERAL CO[illegible]Y
753 W. CREEKSIDE DRIVE
HOUSTON 24, TEXAS

5
23

ALPHA MINERAL CO.
753 WEST CREEKSIDE DR.
Houston 24, Texas

HOUSTON, TEXAS July 15, 1961 No. 30

FIRST CITY NATIONAL BANK OF HOUSTON 35-1 / 1130

PAID
AUG 2 1961
FIRST NATIONAL BANK
HOUSTON
TEXAS
35-1

PAY TO THE ORDER OF J. T. Bridges and wife, Hazel Bridges $ 23.00

Twenty-three Dollars and no/100 DOLLARS

Payment of annual rental on lease
from J. T. Bridges, et ux, to
L. W. Minturn, dated July 29, 1960,
and recorded in Misc. 1 page 332,
Saline County, Arkansas.

ALPHA MINERAL CO.

By L. W. Minturn

L. W. Minturn - General Partner

ALPHA MINERAL COMPANY
753 W. CREEKSIDE DRIVE
HOUSTON 24, TEXAS

AUG 1 1961

32-61 PAY TO THE ORDER OF BANK OR BANKER OR CLEARED THROUGH THE DALLAS CLEARING HOUSE PRIOR ENDORSEMENTS GUARANTEED
MERCANTILE NATIONAL BANK AT DALLAS, DALLAS, TEXAS
$5.00

35-4 M

AUG 2 1961

HOUSTON BRANCH
FEDERAL RESERVE BANK OF DALLAS
HOUSTON, TEXAS

35-4 M

Lease #1 #1

MISC. 1 PAGE 332

FILED
SALINE CIRCUIT &
COUNTY CLERK
2:55 PM 17 FEB '61
Edna Crouch

OIL, GAS AND MINERAL LEASE

THE STATE OF ARKANSAS )
COUNTY OF Saline )

This agreement made this 29th day of July, 1960, between J. T. Bridges and Hazel Bridges (his wife), (hereinafter called "Lessor" whether one or more), whose address is Route 4; Box 168; Benton, Arkansas and L. W. Mintum, as Lessee, whose address is 753 West Creekside Drive Houston 24, Texas

WITNESSETH:

Lessor in consideration of $ Twenty-three — cash in hand paid by Lessee, the receipt of which is hereby acknowledged and in consideration of the rentals and royalties herein provided for, does hereby GRANT, LEASE and LET exclusively unto Lessee the land described in Exhibit "A" which is attached hereto and made a part hereof, (hereinafter called the "Leased Premises") for the purpose of investigating, exploring, prospecting, drilling, excavating, mining for, producing, treating, storing, handling, transporting and carrying away oil, gas, bauxite, sulphur, magnetite and all other minerals, together with the right of ingress and egress to and from the Leased Premises and the right to bore prospect holes, sink shafts or slopes, build and construct roads, pipelines, power stations, power lines, telephone lines, tanks and to erect and maintain machinery or equipment for



ALPHA MINERAL COMPANY
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HOUSTON 24, TEXAS

the production, removal or benefication of minerals or ores which may be found in, on or under the Leased Premises.

This lease is made, executed and delivered subject to the following terms and conditions:

1.

This lease shall be for a term of ten (10) years from the date hereof (called "Primary Term") and as long thereafter as any mineral is produced from the Leased Premises or Lessee is engaged with no cessation of more than sixty (60) consecutive days in exploratory or mining operations on the Leased Premises for the discovery or production of minerals.

2.

The royalties to be paid by Lessee are:

(a) on oil, one-eighth (1/8) of that produced and saved from said land, the same to be delivered at the wells or to the credit of Lessor into the pipeline to which the wells may be connected; Lessee may from time to time purchase any royalty oil in its possession, paying the market price therefor prevailing for the field where produced on the date of purchase;

(b) on gas, including casinghead gas or other gaseous substance, produced from said land and sold or used off the premises or for the extraction of gasoline or other product therefrom the market value at the well of one-eighth (1/8) of the gas so sold or used, provided that on gas sold at the wells the royalty shall be one-eighth (1/8) of the amount realized from such sale; while there is a gas well on this lease or on acreage pooled there-



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HOUSTON 24, TEXAS

with, but gas is not being sold or used, Lessee may pay as royalty, on or before ninety (90) days after the date on which said well is shut in and thereafter at monthly intervals, the sum of Twenty-five Dollars and if such payment is made or tendered, this lease shall not terminate and it will be considered that gas is being produced from this lease in paying quantities;

(c) On all minerals other than oil and gas which shall be mined or produced from the Leased Premises and removed from said Leased Premises or used or sold by Lessee, the royalties shall be as follows: (i) on sulphur 100 ¢ per ton; (ii) on bauxite 75 ¢ per ton; (iii) on magnetite or iron ore aggregate 25 ¢ per ton; (iv) on fissionable minerals 10 % of the value thereof as determined or established by the Atomic Energy Commission or other governmental agency having jurisdiction; (v) on all other minerals 10 % of the value thereof at the well or mine or the same percentage of the net mill or smelter returns, whichever is greater; (vi) the word "ton" in all instances shall mean a long ton of 2240 pounds; (vii) for the purpose of calculating royalties on any mineral or ore on which the royalty is a percentage of the value and which is marketed off the Leased Premises, the cost of transportation shall be deducted and the phrase "net mill or smelter returns" shall mean the proceeds received by Lessee after deducting transportation, milling and smelting charges.



ALPHA MINERAL COMPANY
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HOUSTON 24, TEXAS

All ores mined from the Leased Premises but not removed therefrom within ninety (90) days following the expiration or other termination of this lease shall be the property of Lessor.

3.

Lessee shall pay to Lessor annually in advance commencing one (1) year from the date hereof a rental in the amount of One Dollar ($1.00) per acre for the Leased Premises which, for the purpose of calculating such rental are estimated to comprise 23 acres. Such rental shall be applied as a credit against royalties due to Lessor on minerals produced during the twelve months next succeeding the date of payment. Such rental may be paid to Lessor at the address shown above unless and until Lessee shall be notified of a different address or such payment may be made or tendered to Lessor in the Route #4; Box 168 ~~Bank~~ at Benton, Arkansas. Any such payment may be made by the check or draft of Lessee mailed or delivered to Lessor at said address or to said bank. Lessee may at any time or times execute and deliver to Lessor or to the bank above named or place of record a release or releases of all or any part of the Leased Premises and be relieved of all obligations as to the acreage surrendered, and thereafter the rental above provided for shall be reduced in the proportion that the acreage covered hereby is reduced by such release or releases.

4.

If during the Primary Term Lessee shall conduct core drilling or other exploratory operations which do not indicate



ALPHA MINERAL COMPANY
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HOUSTON 24, TEXAS

the presence of any mineral covered by this lease or if any mineral shall be discovered and produced and the production thereof shall cease during the Primary Term, this lease shall not thereby be terminated but shall continue in force during said Primary Term. If any mineral is mined and produced from the Leased Premises and the production or mining thereof shall cease after the Primary Term, this lease shall not terminate if Lessee resumes mining operations or commences operations for reworking any existing mine or well within ninety (90) days after such cessation of production.

5.

The failure of Lessee to make any payment of rental or royalty due hereunder or to keep or perform any covenant or agreement to be kept or performed by Lessee, in the manner and at the time herein specified, unless excused by force majeure or some other provision of this lease, shall constitute a default which shall at the option of Lessor be cause for termination of this lease unless such default has been remedied within sixty (60) days after Lessor has given notice in writing to Lessee specifying the facts relied upon as constituting a breach hereof or default hereunder and stating that the option to terminate this lease will be exercised if Lessee shall fail within sixty (60) days from the date of such notice to remedy such default.

6.

Notices required or permitted hereunder shall be in writing sent by registered United States mail, postage prepaid, to the address of Lessor and Lessee, respectively, as set forth above, unless and until either party shall notify the other of a change of address.



ALPHA MINERAL COMPANY
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HOUSTON 24, TEXAS

7.

Lessee shall be excused from the performance of any drilling or mining operations or from the performance of any other obligation hereunder (except the payment of rentals and royalties) during such time as Lessee may be prevented from so doing by reason of force majeure. The term "force majeure" as used herein shall mean acts of God, fire, flood, power failure, accident or breakage to machinery or equipment, strikes, labor difficulties, arrests or restraints of government, wars, mob violence, storms, inability to obtain equipment or material, or any other cause, whether or not herein enumerated, which is not reasonably within the control of Lessee. During the continuance of any such condition of force majeure this lease shall continue in force regardless of any provision herein contained to the contrary notwithstanding.

8.

Lessee shall pay Lessor for actual damages to fences, growing crops or other property of Lessor caused by exploratory operations conducted by Lessee hereunder. In the event of actual mining operations, however, Lessee shall not be liable for any permanent damage to the land which may be caused by operations which are reasonably necessary in exercising the rights hereby granted to Lessee.

9.

Lessee shall make and keep an accurate record and account of all ores and other minerals mined and removed from the leased premises and the amounts received from the sale thereof. All such records and accounts shall be made available for the examination by Lessor or his representative at the offices of Lessee at any reasonable time. Lessor shall have the right



ALPHA MINERAL COMPANY
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at his sole risk at all times to observe and inspect any operations or workings being conducted by Lessee on the Leased Premises.

10.

Any taxes such as severance or production taxes imposed upon any mineral covered hereby shall be borne by the parties in proportion to their respective interests, and any such tax paid by Lessee shall be deducted before calculating the value of the minerals for the purpose of paying royalties.

11.

Any buildings, machinery or equipment erected, installed or placed by Lessee on the Leased Premises shall not be deemed to be fixtures, but shall remain the property of Lessee and may be removed by Lessee at any time during the term of this lease or within six (6) months after termination hereof.

12.

This lease and the rights of either party hereunder may be assigned in whole or in part, and the provisions hereof shall extend to the heirs, successors and assigns of the respective parties; but no change or division in such ownership shall be binding on Lessee until thirty (30) days after Lessee shall have been furnished notice thereof by registered United States mail together with a certified copy of the recorded instrument or instruments evidencing the same. In the event of assignment hereof in whole or in part, liability for breach of any obligation hereunder shall rest exclusively upon the owner of this lease, or portion hereof, committing such breach.

13.

Lessor hereby warrants and agrees to defend the title to said land and agrees that Lessee at its option may discharge any tax, mortgage or other lien upon said land, either in whole



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HOUSTON 24, TEXAS

or in part; and in event Lessee does so, it shall be subrogated to such lien with right to enforce same and apply rentals and royalties accruing hereunder toward satisfying same. Without impairment of Lessee's rights under the warranty in event of failure of title, it is agreed that if Lessor owns an interest in the oil, gas or other minerals on, in or under said land less than the entire fee simple estate, whether or not this lease purports to cover the whole or a fractional interest, then the royalties and rentals to be paid Lessor shall be reduced in the proportion that his interest bears to the whole and undivided fee and in accordance with the nature of the estate of which Lessor is seized. Failure of Lessee to reduce rental paid hereunder shall not impair the right of Lessee to reduce royalties.

Should any one or more of the parties named above as Lessors fail to execute this lease, it shall nevertheless be binding upon the party or parties executing the same.

IN WITNESS WHEREOF this instrument is executed as of the date first above written.

J. T. Bridges

Hazel Bridges

LESSORS

L. W. Mirturn

LESSEE

ALPHA MINERAL COMPANY
753 W. CREEKSIDE DRIVE
HOUSTON 24, TEXAS

STATE OF Arkansas : On this day came before me, a
COUNTY OF Pulaski : Notary Public duly commissioned and acting within and for said county and state, T. T. Bridges to me well known as the Lessor in the foregoing instrument, and stated that he had executed the same for the consideration and purposes therein mentioned and set forth. And on the same day also voluntarily appeared before me Hazel Bridges, wife of T. T. Bridges, to me well known, and in the absence of her said husband declared that she had of her own free will executed said instrument for the consideration and purposes therein contained and set forth without compulsion or undue influence of her said husband. WITNESS my hand and official seal on this 29th day of July, 1960.

Fred McGuldon
Notary Public in and for
_____ County,

FRED McGULDON NOTARY PUBLIC PULASKI COUNTY, ARK.

STATE OF _____ : On this day came before me, a
COUNTY OF _____ : Notary Public duly commissioned and acting within and for said county and state, _____, to me well known as the Lessor in the foregoing instrument, and stated that he had executed the same for the consideration and purposes therein mentioned and set forth. WITNESS my hand and official seal on this ____ day of _____, 196_.

Notary Public in and for
_____ County,

STATE OF _____ : On this day before me, a Notary
COUNTY OF _____ : Public duly commissioned and acting within said county and state, appeared in person _____, to me personally well known, who stated that he is the _____ President of _____, a corporation, and is duly authorized in his capacity to execute the foregoing instrument for and in the name and behalf of said corporation and further stated and acknowledged that he had so signed, executed and delivered said foregoing instrument for the consideration, uses and purposes therein mentioned and set forth. WITNESS my hand and official seal on this ____ day of _____, 196_.

Notary Public in and for
_____ County,

ALPHA MINERAL COMPANY
753 W. CREEKSIDE DRIVE
HOUSTON 24, TEXAS

MISC. 1 PAGE 341

Exhibit "A"

The South Twenty-four acres of the Northeast 1/4 of the Northeast 1/4 of Section 31; Twp 2 South; Range 14 West; Saline County, Arkansas; except a One acre tract in the S.E. corner of above described 24 acre tract and more fully described as; beginning at the S.E. corner of the N.E. 1/4 of the N.E. 1/4 of Section 31; run North 132 feet; West 330 feet; South 132 feet; East 330 feet to point of beginning; leaving a net of 23 acres covered by this lease.

FILED FOR RECORD ON THIS THE 17TH DAY OF FEBRUARY, 1961, AT 2:55 P. M., AND SAME IS DULY RECORDED IN MISC. BOOK 1, AT PAGE 332.

MARSHALL GIPSON
CIRCUIT CLERK AND RECORDER

BY Edna Crouch D.C.

ALPHA MINERAL COMPANY
753 W. CREEKSIDE DRIVE
HOUSTON 24, TEXAS

$10.00 Chgd

O. Wendell Hall, Jr.
Benton, Ark.

ALPHA MINERAL COMPANY
753 W. CREEKSIDE DRIVE
HOUSTON 24, TEXAS

FRANK RYBA
P. O. BOX 6401
SU-2-7874

CONTINENTAL BANK
& Trust Company
HOUSTON, TEXAS,

35-106
1130

No. 1312

Nov. 15, 1961. 19

PAY TO THE ORDER OF W. C. McCLENDON AND NANNIE McCLENDON $60.03

---SIXTY AND 3/100--- DOLLARS

BY ENDORSEMENT THIS CHECK IS ACCEPTED IN FULL PAYMENT OF THE FOLLOWING ACCOUNT

Amendment on 1/2 min.int.on 13.35 acres in NE¼ NW¼, Sec. 30,T-2-S,R-14-W, Saline County, Ark.

FRANK RYBA

By Frank Ryba

W C McClendon
Nannie McClendon

ALPHA MINERAL COMPANY
753 W. CREEKSIDE DRIVE
HOUSTON 24, TEXAS

OFFICIAL FILE COPY
O. M. E.
RECEIVED JAN 12 1962
MAIL

#2

FILED
SALINE CIRCUIT &
CHANCERY CLERK
2:57 PM 17 FEB '61
BY Ruth Gipson

MISC. 1 PAGE 342

OIL, GAS AND MINERAL LEASE

THE STATE OF ARKANSAS )
COUNTY OF Saline )

This agreement made this 27th day of July, 1960, between W. McClendon and Nannie McClendon (his wife), (hereinafter called "Lessor" whether one or more), whose address is _____, and L. W. Mintum, as Lessee, whose address is 753 West Creekside Drive Houston 24, Texas

W I T N E S S E T H:

Lessor in consideration of $ 13.35 cash in hand paid by Lessee, the receipt of which is hereby acknowledged and in consideration of the rentals and royalties herein provided for, does hereby GRANT, LEASE and LET exclusively unto Lessee the land described in Exhibit "A" which is attached hereto and made a part hereof, (hereinafter called the "Leased Premises") for the purpose of investigating, exploring, prospecting, drilling, excavating, mining for, producing, treating, storing, handling, transporting and carrying away oil, gas, bauxite, sulphur, magnetite and all other minerals, together with the right of ingress and egress to and from the Leased Premises and the right to bore prospect holes, sink shafts or slopes, build and construct roads, pipelines, power stations, power lines, telephone lines, tanks and to erect and maintain machinery or equipment for



ALPHA MINERAL COMPANY
753 W. CREEKSIDE DRIV
HOUSTON 24, TEXAS

ALPHA MINERAL CO.
753 WEST CREEKSIDE DR.
Houston 24, Texas

HOUSTON, TEXAS July 15 1961 No. 31

PAID

FIRST CITY NATIONAL BANK OF HOUSTON 35-1130

AUG - 8 1961

PAY TO THE ORDER OF W. C. McClendon and wife, Nannie McClendon $ 13.35

FIRST CITY NATIONAL BANK HOUSTON TEXAS 35-1

Thirteen Dollars and 35/100 DOLLARS

Payment of annual rental on lease from W. C. McClendon, et ux, to L. W. Minturn, dated July 27, 1960, and recorded in Misc. 1 page 342, Saline County, Arkansas.

ALPHA MINERAL CO.

By L. W. Minturn

L. W. Minturn - General Partner

2

ALPHA MINERAL COMPANY
753 W. CREEKSIDE DRIVE
HOUSTON 24, TEXAS

AUG 8 1961
AUG 8 1961
BANK
HOUSTON BRANCH

W. C. McClendon
Nannie McClendon

the production, removal or benefication of minerals or ores which may be found in, on or under the Leased Premises.

This lease is made, executed and delivered subject to the following terms and conditions:

1.

This lease shall be for a term of ten (10) years from the date hereof (called "Primary Term") and as long thereafter as any mineral is produced from the Leased Premises or Lessee is engaged with no cessation of more than sixty (60) consecutive days in exploratory or mining operations on the Leased Premises for the discovery or production of minerals.

2.

The royalties to be paid by Lessee are:

(a) on oil, one-eighth (1/8) of that produced and saved from said land, the same to be delivered at the wells or to the credit of Lessor into the pipeline to which the wells may be connected; Lessee may from time to time purchase any royalty oil in its possession, paying the market price therefor prevailing for the field where produced on the date of purchase;

(b) on gas, including casinghead gas or other gaseous substance, produced from said land and sold or used off the premises or for the extraction of gasoline or other product therefrom the market value at the well of one-eighth (1/8) of the gas so sold or used, provided that on gas sold at the wells the royalty shall be one-eighth (1/8) of the amount realized from such sale; while there is a gas well on this lease or on acreage pooled there-



ALPHA MINERAL COMPANY
753 W. CREEKSIDE DRIVE
HOUSTON 24, TEXAS

with, but gas is not being sold or used, Lessee may pay as royalty, on or before ninety (90) days after the date on which said well is shut in and thereafter at monthly intervals, the sum of $25.00 Dollars and if such payment is made or tendered, this lease shall not terminate and it will be considered that gas is being produced from this lease in paying quantities;

(c) On all minerals other than oil and gas which shall be mined or produced from the Leased Premises and removed from said Leased Premises or used or sold by Lessee, the royalties shall be as follows: (i) on sulphur 100 ¢ per ton; (ii) on bauxite 75 ¢ per ton; (iii) on magnetite or iron ore aggregate 25 ¢ per ton; (iv) on fissionable minerals 10 % of the value thereof as determined or established by the Atomic Energy Commission or other governmental agency having jurisdiction; (v) on all other minerals 10 % of the value thereof at the well or mine or the same percentage of the net mill or smelter returns, whichever is greater; (vi) the word "ton" in all instances shall mean a long ton of 2240 pounds; (vii) for the purpose of calculating royalties on any mineral or ore on which the royalty is a percentage of the value and which is marketed off the Leased Premises, the cost of transportation shall be deducted and the phrase "net mill or smelter returns" shall mean the proceeds received by Lessee after deducting transportation, milling and smelting charges.



ALPHA MINERAL COMPANY
753 W. CREEKSIDE DRIVE
HOUSTON 24, TEXAS

All ores mined from the Leased Premises but not removed therefrom within ninety (90) days following the expiration or other termination of this lease shall be the property of Lessor.

3.

Lessee shall pay to Lessor annually in advance commencing one (1) year from the date hereof a rental in the amount of One Dollar ($1.00) per acre for the Leased Premises which, for the purpose of calculating such rental are estimated to comprise 6.67 mineral acres. Such rental shall be applied as a credit against royalties due to Lessor on minerals produced during the twelve months next succeeding the date of payment. Such rental may be paid to Lessor at the address shown above unless and until Lessee shall be notified of a different address or such payment may be made or tendered to Lessor in the 1006 West Hazel ~~Bank~~ at Benton, Arkansas. Any such payment may be made by the check or draft of Lessee mailed or delivered to Lessor at said address or to said bank. Lessee may at any time or times execute and deliver to Lessor or to the bank above named or place of record a release or releases of all or any part of the Leased Premises and be relieved of all obligations as to the acreage surrendered, and thereafter the rental above provided for shall be reduced in the proportion that the acreage covered hereby is reduced by such release or releases.

4.

If during the Primary Term Lessee shall conduct core drilling or other exploratory operations which do not indicate



ALPHA MINERAL COMPANY
753 W. CREEKSIDE DRIVE
HOUSTON 24, TEXAS

L. W. MINTURN
Petroleum Exploration Consultant
753 West Creekside Drive
Houston 24, Texas

July 15, 1961

Mr. and Mrs. W. C. McClendon
1006 West Hazel
Benton, Arkansas

Dear Mr. and Mrs. McClendon:

Enclosed herewith is the check of Alpha Mineral Co., in payment of annual rental on the Oil, Gas and Mineral Lease, dated July 29, 1960, which is recorded in Misc. 1 page 342, Saline County, Arkansas.

Yours very truly,

L. W. Minturn

LWM:cm
Enclosure

ALPHA MINERAL COMPANY
753 W. CREEKSIDE DRIVE
HOUSTON 24, TEXAS.

the presence of any mineral covered by this lease or if any mineral shall be discovered and produced and the production thereof shall cease during the Primary Term, this lease shall not thereby be terminated but shall continue in force during said Primary Term. If any mineral is mined and produced from the Leased Premises and the production or mining thereof shall cease after the Primary Term, this lease shall not terminate if Lessee resumes mining operations or commences operations for reworking any existing mine or well within ninety (90) days after such cessation of production.

5.

The failure of Lessee to make any payment of rental or royalty due hereunder or to keep or perform any covenant or agreement to be kept or performed by Lessee, in the manner and at the time herein specified, unless excused by force majeure or some other provision of this lease, shall constitute a default which shall at the option of Lessor be cause for termination of this lease unless such default has been remedied within sixty (60) days after Lessor has given notice in writing to Lessee specifying the facts relied upon as constituting a breach hereof or default hereunder and stating that the option to terminate this lease will be exercised if Lessee shall fail within sixty (60) days from the date of such notice to remedy such default.

6.

Notices required or permitted hereunder shall be in writing sent by registered United States mail, postage prepaid, to the address of Lessor and Lessee, respectively, as set forth above, unless and until either party shall notify the other of a change of address.



ALPHA MINERAL COMPAN
753 W. CREEKSIDE DRIVE
HOUSTON 24, TEXAS

7.

Lessee shall be excused from the performance of any drilling or mining operations or from the performance of any other obligation hereunder (except the payment of rentals and royalties) during such time as Lessee may be prevented from so doing by reason of force majeure. The term "force majeure" as used herein shall mean acts of God, fire, flood, power failure, accident or breakage to machinery or equipment, strikes, labor difficulties, arrests or restraints of government, wars, mob violence, storms, inability to obtain equipment or material, or any other cause, whether or not herein enumerated, which is not reasonably within the control of Lessee. During the continuance of any such condition of force majeure this lease shall continue in force regardless of any provision herein contained to the contrary notwithstanding.

8.

Lessee shall pay Lessor for actual damages to fences, growing crops or other property of Lessor caused by exploratory operations conducted by Lessee hereunder. In the event of actual mining operations, however, Lessee shall not be liable for any permanent damage to the land which may be caused by operations which are reasonably necessary in exercising the rights hereby granted to Lessee.

9.

Lessee shall make and keep an accurate record and account of all ores and other minerals mined and removed from the leased premises and the amounts received from the sale thereof. All such records and accounts shall be made available for the examination by Lessor or his representative at the offices of Lessee at any reasonable time. Lessor shall have the right



ALPHA MINERAL COMPANY
753 W. CREEKSIDE DRIVE
HOUSTON 24, TEXAS

at his sole risk at all times to observe and inspect any operations or workings being conducted by Lessee on the Leased Premises.

10.

Any taxes such as severance or production taxes imposed upon any mineral covered hereby shall be borne by the parties in proportion to their respective interests, and any such tax paid by Lessee shall be deducted before calculating the value of the minerals for the purpose of paying royalties.

11.

Any buildings, machinery or equipment erected, installed or placed by Lessee on the Leased Premises shall not be deemed to be fixtures, but shall remain the property of Lessee and may be removed by Lessee at any time during the term of this lease or within six (6) months after termination hereof.

12.

This lease and the rights of either party hereunder may be assigned in whole or in part, and the provisions hereof shall extend to the heirs, successors and assigns of the respective parties; but no change or division in such ownership shall be binding on Lessee until thirty (30) days after Lessee shall have been furnished notice thereof by registered United States mail together with a certified copy of the recorded instrument or instruments evidencing the same. In the event of assignment hereof in whole or in part, liability for breach of any obligation hereunder shall rest exclusively upon the owner of this lease, or portion hereof, committing such breach.

13.

Lessor hereby warrants and agrees to defend the title to said land and agrees that Lessee at its option may discharge any tax, mortgage or other lien upon said land, either in whole



ALPHA MINERAL COMPANY
753 W. CREEKSIDE DRIVE
HOUSTON 24, TEXAS

or in part; and in event Lessee does so, it shall be subrogated to such lien with right to enforce same and apply rentals and royalties accruing hereunder toward satisfying same. Without impairment of Lessee's rights under the warranty in event of failure of title, it is agreed that if Lessor owns an interest in the oil, gas or other minerals on, in or under said land less than the entire fee simple estate, whether or not this lease purports to cover the whole or a fractional interest, then the royalties and rentals to be paid Lessor shall be reduced in the proportion that his interest bears to the whole and undivided fee and in accordance with the nature of the estate of which Lessor is seized. Failure of Lessee to reduce rental paid hereunder shall not impair the right of Lessee to reduce royalties.

Should any one or more of the parties named above as Lessors fail to execute this lease, it shall nevertheless be binding upon the party or parties executing the same.

IN WITNESS WHEREOF this instrument is executed as of the date first above written.

W C McC Clendon

Nannie McClendon

LESSORS

LESSEE

ALPHA MINERAL COMPANY
753 W. CREEKSIDE DRIVE
HOUSTON 24, TEXAS

STATE OF Arkansas : On this day came before me, a
COUNTY OF Pulaski : Notary Public duly commissioned and acting within and for said county and state, W. C. McClendon to me well known as the Lessor in the foregoing instrument, and stated that he had executed the same for the consideration and purposes therein mentioned and set forth. And on the same day also voluntarily appeared before me Nannie McClendon, wife of W. C. McClendon, to me well known, and in the absence of her said husband declared that she had of her own free will executed said instrument for the consideration and purposes therein contained and set forth without compulsion or undue influence of her said husband. WITNESS my hand and official seal on this 27th day of July, 1960.

Fred McCulloch
Notary Public in and for
_____ County,
_____

FRED McCULLOCH NOTARY PUBLIC PULASKI COUNTY, ARK.

STATE OF _____ : On this day came before me, a
COUNTY OF _____ : Notary Public duly commissioned and acting within and for said county and state, _____, to me well known as the Lessor in the foregoing instrument, and stated that he had executed the same for the consideration and purposes therein mentioned and set forth. WITNESS my hand and official seal on this ____ day of _____, 196_.

_____
Notary Public in and for
_____ County,
_____

STATE OF _____ : On this day before me, a Notary
COUNTY OF _____ : Public duly commissioned and acting within said county and state, appeared in person _____, to me personally well known, who stated that he is the _____ President of _____, a corporation, and is duly authorized in his capacity to execute the foregoing instrument for and in the name and behalf of said corporation and further stated and acknowledged that he had so signed, executed and delivered said foregoing instrument for the consideration, uses and purposes therein mentioned and set forth. WITNESS my hand and official seal on this ____ day of _____, 196_.

_____
Notary Public in and for
_____ County,
_____

ALPHA MINERAL COMPANY
753 W. CREEKSIDE DRIVE
HOUSTON 24, TEXAS

# Exhibit "A"

Part of the N.E. 1/4 of the N.W. 1/4 of Section 30; Twp 2 South; Range 14 West; containing 13.35 acres of surface rights and 6.67 acres of Mineral Right undivided under the said described property, which property is as follows: Beginning at the N.W. corner of the N.E. 1/4 of the N.W. 1/4 of Section 30; Twp 2 South; Range 14 West; Thence East 675'; South 782' to the North side of Alcoa Pump Road; thence westerly 675'; Thence North 782' to point of beginning and containing 13.35 acres more or less.

FILED FOR RECORD ON THIS THE 17TH DAY OF FEBRUARY, 1961, AT 2:57 P. M., AND SAME IS DULY RECORDED IN MISC. BOOK 1, AT PAGE 342.

MARSHALL GIPSON
CIRCUIT CLERK AND RECORDER

BY Edna Crouch D.C.

ALPHA MINERAL COMPANY
753 W. CREEKSIDE DRIVE
HOUSTON 24, TEXAS

Lease #23

FILED
SALINE CIRCUIT &
CHANCERY CLERK

MISC. 3 PAGE 49

9:25 A M 21 NOV '61
BY Edna Crouch

AMENDMENT OF OIL, GAS AND MINERAL LEASE

THE STATE OF ARKANSAS ()
()
COUNTY OF SALINE ()

WHEREAS, under date of July 27, 1960 an oil, gas and mineral lease was executed by W. C. McClendon and wife, Nannie McClendon, called "Lessor", in favor of L. W. MINTURN, called "Lessee", covering the following described land in Saline County, Arkansas:

Part of the Northeast 1/4 of the Northwest 1/4 of Section 30, Township 2 South, Range 14 West, containing 13.35 acres of surface rights and 6.67 acres of Mineral Rights undivided under the said described property, which property is as follows:

Beginning at the Northwest corner of the Northeast 1/4 of the Northwest 1/4 of Section 30, Township 2 South, Range 14 West;
Thence East 675', South 782' to the North side of Alcoa Pump Road;
Thence westerly 675';
Thence North 782' to point of beginning and containing 13.35 acres, more or less.

WHEREAS, the parties to said lease have agreed that the same shall be amended as hereinafter provided;

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS: That said Lessor and Lessee, in consideration of the mutual covenants and agreements herein contained and other good and valuable considerations, do hereby agree that the above described lease shall be and the same is hereby amended as follows:

ALPHA MINERAL COMPANY
753 W. CREEKSIDE DRIVE
HOUSTON 24, TEXAS

1. The royalty on magnetite or iron ore aggregate shall be five mills ($0.005) per iron unit (22.4 pounds of iron) rather than and in lieu of the royalty of 25¢ per ton as provided in Paragraph 2(c)(iii) of said lease.

2. The rates prescribed for the payment of royalties on sulphur, bauxite, magnetite and iron ore aggregate shall remain unchanged through the calendar year 1965 but at the beginning of the calendar year 1966 and at the beginning of each calendar year thereafter, a fraction shall be determined, the numerator of which shall be the average of the twelve (12) next preceding monthly publications of the Wholesale Commodity Price Index (all commodities), published by the Federal Reserve System, and the denominator of which shall be the average of the twelve (12) monthly publications of the Wholesale Commodity Price Index (all commodities) of the calendar year 1960; the rates provided for royalties on sulphur, bauxite and magnetite or iron ore aggregate shall be multiplied by this fraction and the result shall be adjusted to the nearest one cent (1¢) for sulphur and bauxite and to the nearest whole mill for magnetite or iron ore aggregate; such new rates shall be used for all payments due during the ensuing calendar year; the indexes referred to herein are those computed on a basis of an index of 100 for the average of the three years, 1947, 1948 and 1949.

3. Lessee is hereby granted the right, power and authority at the option of Lessee, at any time or times to pool, combine and unitize the land (hereinafter called the Leased Premises) covered by the above described lease (hereinafter called said Lease) or any portion thereof with any other land, lease or leases in the vicinity thereof, when in Lessee's judgment it is necessary or advisable so to do, for the purpose of developing and operating the Leased Premises and producing, mining and removing therefrom oil, gas or other minerals in accordance with the terms of said Lease. Such pooling may in any instance include all oil, gas and other minerals or may be limited to any one or more of such substances. Likewise, any such pooling may extend to and cover the production of the substance or substances committed to such pooled unit from any depth or may be limited to one or more zones, veins, depths, horizons or formations. Any pooled unit created hereunder shall not exceed 40 acres in surface area for oil, or 640 acres in surface area for gas, or 640 acres in surface area for any or all other minerals. The pooling by Lessee in any one or more instances shall not exhaust the right of Lessee to pool any remaining unpooled portion of the Leased Premises or any mineral not theretofore pooled into other units. Lessee shall file for record in the appropriate records of the county in which the Leased Premises are situated an instrument describing and designating the pooled acreage as a pooled unit, setting forth the effective date thereof and describing the acreage, zones, formations and substances pooled. The right, power and authority hereby given to Lessee for the formation of pooled units may be

ALPHA MINERAL COMPANY
753 W. CREEKSIDE DRIVE
HOUSTON 24, TEXAS

exercised either before or after a well or mine has been drilled or opened or before or after the substance or substances committed to such pooled unit may have been found to exist in commercial quantities in, on or under the Leased Premises. The mining, drilling for, or production of the substance or substances committed to the pooled unit, and all operations conducted by Lessee in connection therewith on or within any such pooled unit shall be treated as if such mining, drilling, or production or operations in connection therewith were conducted on the Leased Premises. For the purpose of computing the royalties to which the Lessor or other owners of royalties on the production from the Leased Premises of the substance or substances committed to the pooled unit shall be entitled, there shall be allocated to said Lease the proportion of such production from any such unit (whether or not from the land covered by said Lease) that the number of surface acres covered by said Lease and included in the unit bears to the total number of surface acres in such unit; royalties shall be paid hereunder only on that portion of such production so allocated to said Lease, which shall be in lieu of any other royalties.

The above described lease, as hereby amended, is declared to be in full force and effect and the undersigned Lessors hereby grant, lease and let the above described premises unto said Lessee in accordance with and subject to the terms and provisions of said lease as amended by the terms and provisions of this instrument.

This instrument of amendment may be executed in any number of counterparts, each of which shall be deemed to be an original and shall be binding upon the party or parties executing the same whether or not a counterpart hereof shall be executed by each Lessor named in said lease.

WITNESS THE EXECUTION HEREOF this 15 day of November 1961.

W C McClendon

Nannie McClendon

F. W. Martin Jr.

ALPHA MINERAL COMPANY
753 W. CREEKSIDE DRIVE
HOUSTON 24, TEXAS

BIOL. 3 PAGE 52

STATE OF _____ )
)
COUNTY OF _____ )

On this day came before me, a Notary Public duly commissioned and acting within and for said county and state,

_____,

to me well known as the Lessor in the foregoing instrument, and stated that _he had executed the same for the consideration and purposes therein mentioned and set forth.

WITNESS my hand and official seal on this ___ day of _____, 196__.

_____
Notary Public in and for
_____ County, _____

STATE OF Arkansas )
)
COUNTY OF Saline )

On this day came before me, a Notary Public duly commissioned and acting within and for said county and state,

N. C. McClendon

to me well known as the Lessor_ in the foregoing instrument, and stated that _he_ had executed the same for the consideration and purposes therein mentioned and set forth. And on the same day also voluntarily appeared before me

Nannie McClendon, wife (wives)

of N. C. McClendon,

to me well known, and in the absence of her (their) husband(s) declared that she (they) had of her (their) own free will executed said instrument for the consideration and purposes therein contained and set forth without compulsion or undue influence of her (their) said husband(s).

WITNESS my hand and official seal on this 15th day of November, 1961.

U.S. NOTARY PUBLIC SALINE CO.

Carol Expires 9-1-65

M. D. Hogg
Notary Public in and for
Saline County, Ark

## CERTIFICATE OF RECORD

STATE OF ARKANSAS }
COUNTY OF SALINE } SS

I, MARSHALL GIPSON, Circuit Clerk and Ex-Officio Recorder for the County aforesaid, do hereby certify that the annexed and foregoing instrument of writing was filed for record in my office on the 21st day of November A. D., 1961 at 9:25 o'clock A M., and the same is now duly recorded, with the acknowledgments and certificates thereon, in MISC. Book 3 Page 49

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of said Court, this 21st day of November 1961

Marshall Gipson
CIRCUIT CLERK AND EX-OFFICIO RECORDER

_____ D. C.

SEAL OF CIRCUIT COURT SALINE COUNTY

ALPHA MINERAL COMPANY
753 W. CREEKSIDE DRIVE
HOUSTON 24, TEXAS

3 5¢
pd

L. W. Minturn
753 West Creekside Drive
Houston 24, Texas

ALPHA MINERAL COMPANY
753 W. CREEKSIDE DRIVE
HOUSTON 24, TEXAS

FRANK RYBA
P. O. BOX 6401
SU-2-7874

# CONTINENTAL BANK
& Trust Company

35-106
1130

No. 1313

HOUSTON, TEXAS Nov. 20, 1961. 19

PAY TO THE ORDER OF Bryan W. Brooks and Anna Brooks $ 180.00

---ONE HUNDRED EIGHTY AND no/100--- DOLLARS

BY ENDORSEMENT THIS CHECK IS ACCEPTED IN FULL PAYMENT OF THE FOLLOWING ACCOUNT

Amend to OG&M lease on NE¼ NW¼ Sec 30, T-2-S, R-14-W, Saline Co., Ark.

FRANK RYBA

By Frank Ryba

OFFICIAL FILE COPY
RECEIVED
NOV 27 1961

ALPHA MINERAL COMPANY
753 W. CREEKSIDE DRIVE
HOUSTON

PAY TO THE ORDER OF ANY
BANK BANKER OR TRUST COMPANY
ALL PRIOR ENDORSEMENTS GUARANTEED
NOV 21 61
THE UNION BANK OF JASPER
NOV 22 1961

Bryan W. Brooks
Anna Brooks

FILED #3
SALINE CIRCUIT &
CHANCERY CLERK

#3

MISC. 1 PAGE 352 2:58 PM 17 FEB '61
BY Ruth Lifsey

OIL, GAS AND MINERAL LEASE

THE STATE OF ARKANSAS )
COUNTY OF Saline )

This agreement made this 16th day of July, 1960, between Bryan W. Brooks and Anna Brooks (his wife), (hereinafter called "Lessor" whether one or more), whose address is 1005 Jackmon Street, Benton, Ark. and L. W. Minturn, as Lessee, whose address is 753 West Creekside Drive Houston 24, Texas

W I T N E S S E T H:

Lessor in consideration of $ Twenty-one and no/100 cash in hand paid by Lessee, the receipt of which is hereby acknowledged and in consideration of the rentals and royalties herein provided for, does hereby GRANT, LEASE and LET exclusively unto Lessee the land described in Exhibit "A" which is attached hereto and made a part hereof, (hereinafter called the "Leased Premises") for the purpose of investigating, exploring, prospecting, drilling, excavating, mining for, producing, treating, storing, handling, transporting and carrying away oil, gas, bauxite, sulphur, magnetite and all other minerals, together with the right of ingress and egress to and from the Leased Premises and the right to bore prospect holes, sink shafts or slopes, build and construct roads, pipelines, power stations, power lines, telephone lines, tanks and to erect and maintain machinery or equipment for



ALPHA MINERAL COMPANY
753 W. CREEKSIDE DRIVE
HOUSTON 24, TEXAS

ALPHA MINERAL CO.
753 WEST CREEKSIDE DR.
Houston 24, Texas

HOUSTON, TEXAS Jul 15, 1961 No. 32

FIRST CITY NATIONAL BANK OF HOUSTON 35-1 / 1130

PAY TO THE ORDER OF Bryan W. Brooks and wife, Anna Brooks $ 21.00

Twenty-one Dollars and no/100 DOLLARS

Payment of annual rental on lease from Bryan W. Brooks, et ux, to L. W. Minturn, dated July 16, 1960, and recorded in Misc. 1 page 352, Saline County, Arkansas.

ALPHA MINERAL CO.

By L. W. Minturn

L. W. Minturn - General Partner

3

Bryan W. Brooks
Anna Brooks

ALPHA MINERAL COMPANY
753 W. CREEKSIDE DRIVE
HOUSTON 24, TEXAS

3

PAY TO THE ORDER OF

ALL PRIOR ENDORSEMENTS ARE GUARANTEED

AUG 3 '61

AUG 4 1961

THE COMMERCIAL NATIONAL BANK
LITTLE ROCK, ARK. ARKANSAS

P.E.G.

the production, removal or benefication of minerals or ores which may be found in, on or under the Leased Premises.

This lease is made, executed and delivered subject to the following terms and conditions:

1.

This lease shall be for a term of ten (10) years from the date hereof (called "Primary Term") and as long thereafter as any mineral is produced from the Leased Premises or Lessee is engaged with no cessation of more than sixty (60) consecutive days in exploratory or mining operations on the Leased Premises for the discovery or production of minerals.

2.

The royalties to be paid by Lessee are:

(a) on oil, one-eighth (1/8) of that produced and saved from said land, the same to be delivered at the wells or to the credit of Lessor into the pipeline to which the wells may be connected; Lessee may from time to time purchase any royalty oil in its possession, paying the market price therefor prevailing for the field where produced on the date of purchase;

(b) on gas, including casinghead gas or other gaseous substance, produced from said land and sold or used off the premises or for the extraction of gasoline or other product therefrom the market value at the well of one-eighth (1/8) of the gas so sold or used, provided that on gas sold at the wells the royalty shall be one-eighth (1/8) of the amount realized from such sale; while there is a gas well on this lease or on acreage pooled there-



ALPHA MINERAL COMPANY
753 W. CREEKSIDE DRIVE
HOUSTON 24, TEXAS

L. W. MINTURN
Petroleum Exploration Consultant
753 West Creekside Drive
Houston 24, Texas

July 15, 1961

Mr. and Mrs. Bryan W. Brooks
1005 Jackmon Street
Benton, Arkansas

Dear Mr. and Mrs. Brooks:

Enclosed herewith is the check of Alpha Mineral Co., in payment of annual rental on the Oil, Gas and Mineral Lease, dated July 16, 1960, which is recorded in Misc. 1 page 352, Saline County, Arkansas.

Yours very truly,

L. W. Minturn

LWM:cm
Enclosure

ALPHA MINERAL COMPANY
753 W. CREEKSIDE DRIVE
HOUSTON 24, TEXAS

with, but gas is not being sold or used, Lessee may pay as royalty, on or before ninety (90) days after the date on which said well is shut in and thereafter at monthly intervals, the sum of _____ Dollars and if such payment is made or tendered, this lease shall not terminate and it will be considered that gas is being produced from this lease in paying quantities;

(c) On all minerals other than oil and gas which shall be mined or produced from the Leased Premises and removed from said Leased Premises or used or sold by Lessee, the royalties shall be as follows: (i) on sulphur 100 ¢ per ton; (ii) on bauxite 75 ¢ per ton; (iii) on magnetite or iron ore aggregate 25 ¢ per ton; (iv) on fissionable minerals 10 % of the value thereof as determined or established by the Atomic Energy Commission or other governmental agency having jurisdiction; (v) on all other minerals 10 % of the value thereof at the well or mine or the same percentage of the net mill or smelter returns, whichever is greater; (vi) the word "ton" in all instances shall mean a long ton of 2240 pounds; (vii) for the purpose of calculating royalties on any mineral or ore on which the royalty is a percentage of the value and which is marketed off the Leased Premises, the cost of transportation shall be deducted and the phrase "net mill or smelter returns" shall mean the proceeds received by Lessee after deducting transportation, milling and smelting charges.



ALPHA MINERAL COMPANY
753 W. CREEKSIDE DRIVE
HOUSTON 24, TEXAS

All ores mined from the Leased Premises but not removed therefrom within ninety (90) days following the expiration or other termination of this lease shall be the property of Lessor.

3.

Lessee shall pay to Lessor annually in advance commencing one (1) year from the date hereof a rental in the amount of One Dollar ($1.00) per acre for the Leased Premises which, for the purpose of calculating such rental are estimated to comprise 21 acres. Such rental shall be applied as a credit against royalties due to Lessor on minerals produced during the twelve months next succeeding the date of payment. Such rental may be paid to Lessor at the address shown above unless and until Lessee shall be notified of a different address or such payment may be made or tendered to Lessor in the 1005 Jackson Street ~~Bank~~ at Benton, Arkansas. Any such payment may be made by the check or draft of Lessee mailed or delivered to Lessor at said address or to said bank. Lessee may at any time or times execute and deliver to Lessor or to the bank above named or place of record a release or releases of all or any part of the Leased Premises and be relieved of all obligations as to the acreage surrendered, and thereafter the rental above provided for shall be reduced in the proportion that the acreage covered hereby is reduced by such release or releases.

4.

If during the Primary Term Lessee shall conduct core drilling or other exploratory operations which do not indicate



ALPHA MINERAL COMPANY
753 W. CREEKSIDE DRIVE
HOUSTON 24, TEXAS

the presence of any mineral covered by this lease or if any mineral shall be discovered and produced and the production thereof shall cease during the Primary Term, this lease shall not thereby be terminated but shall continue in force during said Primary Term. If any mineral is mined and produced from the Leased Premises and the production or mining thereof shall cease after the Primary Term, this lease shall not terminate if Lessee resumes mining operations or commences operations for reworking any existing mine or well within ninety (90) days after such cessation of production.

5.

The failure of Lessee to make any payment of rental or royalty due hereunder or to keep or perform any covenant or agreement to be kept or performed by Lessee, in the manner and at the time herein specified, unless excused by force majeure or some other provision of this lease, shall constitute a default which shall at the option of Lessor be cause for termination of this lease unless such default has been remedied within sixty (60) days after Lessor has given notice in writing to Lessee specifying the facts relied upon as constituting a breach hereof or default hereunder and stating that the option to terminate this lease will be exercised if Lessee shall fail within sixty (60) days from the date of such notice to remedy such default.

6.

Notices required or permitted hereunder shall be in writing sent by registered United States mail, postage prepaid, to the address of Lessor and Lessee, respectively, as set forth above, unless and until either party shall notify the other of a change of address.

ALPHA MINERAL COMPANY
753 W. CREEKSIDE DRIVE
HOUSTON 24, TEXAS

7.

Lessee shall be excused from the performance of any drilling or mining operations or from the performance of any other obligation hereunder (except the payment of rentals and royalties) during such time as Lessee may be prevented from so doing by reason of force majeure. The term "force majeure" as used herein shall mean acts of God, fire, flood, power failure, accident or breakage to machinery or equipment, strikes, labor difficulties, arrests or restraints of government, wars, mob violence, storms, inability to obtain equipment or material, or any other cause, whether or not herein enumerated, which is not reasonably within the control of Lessee. During the continuance of any such condition of force majeure this lease shall continue in force regardless of any provision herein contained to the contrary notwithstanding.

8.

Lessee shall pay Lessor for actual damages to fences, growing crops or other property of Lessor caused by exploratory operations conducted by Lessee hereunder. In the event of actual mining operations, however, Lessee shall not be liable for any permanent damage to the land which may be caused by operations which are reasonably necessary in exercising the rights hereby granted to Lessee.

9.

Lessee shall make and keep an accurate record and account of all ores and other minerals mined and removed from the leased premises and the amounts received from the sale thereof. All such records and accounts shall be made available for the examination by Lessor or his representative at the offices of Lessee at any reasonable time. Lessor shall have the right



ALPHA MINERAL COMPANY
753 W. CREEKSIDE DRIVE
HOUSTON 24, TEXAS

at his sole risk at all times to observe and inspect any operations or workings being conducted by Lessee on the Leased Premises.

10.

Any taxes such as severance or production taxes imposed upon any mineral covered hereby shall be borne by the parties in proportion to their respective interests, and any such tax paid by Lessee shall be deducted before calculating the value of the minerals for the purpose of paying royalties.

11.

Any buildings, machinery or equipment erected, installed or placed by Lessee on the Leased Premises shall not be deemed to be fixtures, but shall remain the property of Lessee and may be removed by Lessee at any time during the term of this lease or within six (6) months after termination hereof.

12.

This lease and the rights of either party hereunder may be assigned in whole or in part, and the provisions hereof shall extend to the heirs, successors and assigns of the respective parties; but no change or division in such ownership shall be binding on Lessee until thirty (30) days after Lessee shall have been furnished notice thereof by registered United States mail together with a certified copy of the recorded instrument or instruments evidencing the same. In the event of assignment hereof in whole or in part, liability for breach of any obligation hereunder shall rest exclusively upon the owner of this lease, or portion hereof, committing such breach.

13.

Lessor hereby warrants and agrees to defend the title to said land and agrees that Lessee at its option may discharge any tax, mortgage or other lien upon said land, either in whole



ALPHA MINERAL COMPANY
753 W. CREEKSIDE DRIVE
HOUSTON 24, TEXAS

or in part; and in event Lessee does so, it shall be subrogated to such lien with right to enforce same and apply rentals and royalties accruing hereunder toward satisfying same. Without impairment of Lessee's rights under the warranty in event of failure of title, it is agreed that if Lessor owns an interest in the oil, gas or other minerals on, in or under said land less than the entire fee simple estate, whether or not this lease purports to cover the whole or a fractional interest, then the royalties and rentals to be paid Lessor shall be reduced in the proportion that his interest bears to the whole and undivided fee and in accordance with the nature of the estate of which Lessor is seized. Failure of Lessee to reduce rental paid hereunder shall not impair the right of Lessee to reduce royalties.

Should any one or more of the parties named above as Lessors fail to execute this lease, it shall nevertheless be binding upon the party or parties executing the same.

IN WITNESS WHEREOF this instrument is executed as of the date first above written.

Bryan W Brooks

Emma Brooks

LESSORS

LESSEE

ALPHA MINERAL COMPANY
753 W. CREEKSIDE DRIVE
HOUSTON 24, TEXAS

STATE OF Arkansas : On this day came before me, a
COUNTY OF Pulaski : Notary Public duly commissioned and acting within and for said county and state, Bryan W. Brooks to me well known as the Lessor in the foregoing instrument, and stated that he had executed the same for the consideration and purposes therein mentioned and set forth. And on the same day also voluntarily appeared before me Anna Brooks, wife of Bryan W. Brooks, to me well known, and in the absence of her said husband declared that she had of her own free will executed said instrument for the consideration and purposes therein contained and set forth without compulsion or undue influence of her said husband. WITNESS my hand and official seal on this 16TH day of July, 1960.

FRED McCULLOCH NOTARY PUBLIC PULASKI COUNTY, ARK.

Fred McCulloch
Notary Public in and for
Pulaski County,
State of Arkansas

STATE OF _____ : On this day came before me, a
COUNTY OF _____ : Notary Public duly commissioned and acting within and for said county and state, _____, to me well known as the Lessor in the foregoing instrument, and stated that he had executed the same for the consideration and purposes therein mentioned and set forth. WITNESS my hand and official seal on this ____ day of _____, 196_.

_____
Notary Public in and for
_____ County,
_____

STATE OF _____ : On this day before me, a Notary
COUNTY OF _____ : Public duly commissioned and acting within said county and state, appeared in person _____, to me personally well known, who stated that he is the _____ President of _____, a corporation, and is duly authorized in his capacity to execute the foregoing instrument for and in the name and behalf of said corporation and further stated and acknowledged that he had so signed, executed and delivered said foregoing instrument for the consideration, uses and purposes therein mentioned and set forth. WITNESS my hand and official seal on this ____ day of _____, 196_.

_____
Notary Public in and for
_____ County,
_____

ALPHA MINERAL COMPANY
753 W. CREEKSIDE DRIVE
HOUSTON 24, TEXAS

MISC. 1 PAGE 361

Exhibit "A"

Undivided one half of Mineral Rights in the Northeast of Northwest Quarter of Section 30; Twp 2 South; Range 14 West.

FILED FOR RECORD ON THIS THE 17TH DAY OF FEBRUARY, 1961, AT 2:58 P. M., AND SAME IS DULY RECORDED IN MISC. 1, AT PAGE 352.

MARSHALL GIPSON
CIRCUIT CLERK AND RECORDER

BY Edna Crouch, D.C.

ALPHA MINERAL COMPANY
753 W. CREEKSIDE DRIVE
HOUSTON 24, TEXAS

Lease #3

FILED
SALINE CIRCUIT &
CHANCERY CLERK

9:26 A M 21 NOV '61
BY Edna Crouch

MISC. 3 PAGE 53

AMENDMENT OF OIL, GAS AND MINERAL LEASE

THE STATE OF ARKANSAS )
)
COUNTY OF SALINE )

WHEREAS, under date of July 16, 1960 an oil, gas and mineral lease was executed by Bryan W. Brooks and wife, Anna Brooks,

called "Lessor", in favor of L. W. MINTURN, called "Lessee", covering the following described land in Saline County, Arkansas:

Undivided one-half of mineral rights in the Northeast of Northwest Quarter of Section 30, Township 2 South, Range 14 West.

WHEREAS, the parties to said lease have agreed that the same shall be amended as hereinafter provided;

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS: That said Lessor and Lessee, in consideration of the mutual covenants and agreements herein contained and other good and valuable considerations, do hereby agree that the above described lease shall be and the same is hereby amended as follows:

ALPHA MINERAL COMPANY
753 W. CREEKSIDE DRIVE
HOUSTON 24, TEXAS

1. The royalty on magnetite or iron ore aggregate shall be five mills ($0.005) per iron unit (22.4 pounds of iron) rather than and in lieu of the royalty of 25¢ per ton as provided in Paragraph 2(c)(iii) of said lease.

2. The rates prescribed for the payment of royalties on sulphur, bauxite, magnetite and iron ore aggregate shall remain unchanged through the calendar year 1965 but at the beginning of the calendar year 1966 and at the beginning of each calendar year thereafter, a fraction shall be determined, the numerator of which shall be the average of the twelve (12) next preceding monthly publications of the Wholesale Commodity Price Index (all commodities), published by the Federal Reserve System, and the denominator of which shall be the average of the twelve (12) monthly publications of the Wholesale Commodity Price Index (all commodities) of the calendar year 1960; the rates provided for royalties on sulphur, bauxite and magnetite or iron ore aggregate shall be multiplied by this fraction and the result shall be adjusted to the nearest one cent (1¢) for sulphur and bauxite and to the nearest whole mill for magnetite or iron ore aggregate; such new rates shall be used for all payments due during the ensuing calendar year; the indexes referred to herein are those computed on a basis of an index of 100 for the average of the three years, 1947, 1948 and 1949.

3. Lessee is hereby granted the right, power and authority at the option of Lessee, at any time or times to pool, combine and unitize the land (hereinafter called the Leased Premises) covered by the above described lease (hereinafter called said Lease) or any portion thereof with any other land, lease or leases in the vicinity thereof, when in Lessee's judgment it is necessary or advisable so to do, for the purpose of developing and operating the Leased Premises and producing, mining and removing therefrom oil, gas or other minerals in accordance with the terms of said Lease. Such pooling may in any instance include all oil, gas and other minerals or may be limited to any one or more of such substances. Likewise, any such pooling may extend to and cover the production of the substance or substances committed to such pooled unit from any depth or may be limited to one or more zones, veins, depths, horizons or formations. Any pooled unit created hereunder shall not exceed 40 acres in surface area for oil, or 640 acres in surface area for gas, or 640 acres in surface area for any or all other minerals. The pooling by Lessee in any one or more instances shall not exhaust the right of Lessee to pool any remaining unpooled portion of the Leased Premises or any mineral not theretofore pooled into other units. Lessee shall file for record in the appropriate records of the county in which the Leased Premises are situated an instrument describing and designating the pooled acreage as a pooled unit, setting forth the effective date thereof and describing the acreage, zones, formations and substances pooled. The right, power and authority hereby given to Lessee for the formation of pooled units may be

ALPHA MINERAL COMPANY
753 W. CREEKSIDE DRIVE
HOUSTON 24, TEXAS

exercised either before or after a well or mine has been drilled or opened or before or after the substance or substances committed to such pooled unit may have been found to exist in commercial quantities in, on or under the Leased Premises. The mining, drilling for, or production of the substance or substances committed to the pooled unit, and all operations conducted by Lessee in connection therewith on or within any such pooled unit shall be treated as if such mining, drilling, or production or operations in connection therewith were conducted on the Leased Premises. For the purpose of computing the royalties to which the Lessor or other owners of royalties on the production from the Leased Premises of the substance or substances committed to the pooled unit shall be entitled, there shall be allocated to said Lease the proportion of such production from any such unit (whether or not from the land covered by said Lease) that the number of surface acres covered by said Lease and included in the unit bears to the total number of surface acres in such unit; royalties shall be paid hereunder only on that portion of such production so allocated to said Lease, which shall be in lieu of any other royalties.

The above described lease, as hereby amended, is declared to be in full force and effect and the undersigned Lessors hereby grant, lease and let the above described premises unto said Lessee in accordance with and subject to the terms and provisions of said lease as amended by the terms and provisions of this instrument.

This instrument of amendment may be executed in any number of counterparts, each of which shall be deemed to be an original and shall be binding upon the party or parties executing the same whether or not a counterpart hereof shall be executed by each Lessor named in said lease.

WITNESS THE EXECUTION HEREOF this 20th day of NOVEMBER, 1961.

Bryan W Brooks

Emma Brooks

L. W. Shuntum, Trustee

ALPHA MINERAL COMPANY
753 W. CREEKSIDE DRIVE
HOUSTON 24, TEXAS

MISC. 3 PAGE 56

STATE OF _____ )
)
COUNTY OF _____ )

On this day came before me, a Notary Public duly commissioned and acting within and for said county and state,

_____,
to me well known as the Lessor in the foregoing instrument, and stated that he had executed the same for the consideration and purposes therein mentioned and set forth.

WITNESS my hand and official seal on this ___ day of _____, 196__.

_____
Notary Public in and for
_____ County, _____

STATE OF Arkansas )
)
COUNTY OF Saline )

On this day came before me, a Notary Public duly commissioned and acting within and for said county and state,

Bryan W. Brooks
to me well known as the Lessor in the foregoing instrument, and stated that he had executed the same for the consideration and purposes therein mentioned and set forth. And on the same day also voluntarily appeared before me

Anna Brooks, wife (wives)

of Bryan W. Brooks,
to me well known, and in the absence of her (their) husband(s) declared that she (they) had of her (their) own free will executed said instrument for the consideration and purposes therein contained and set forth without compulsion or undue influence of her (their) said husband(s).

WITNESS my hand and official seal on this 20 day of November, 1961.

U.S.F. NOTARY PUBLIC SALINE COUNTY ARK.

Com Expires 9-1-65

Notary Public in and for
Saline County, Arkansas

## CERTIFICATE OF RECORD

STATE OF ARKANSAS }
COUNTY OF SALINE } SS

I, MARSHALL GIPSON, Circuit Clerk and Ex-Officio Recorder for the County aforesaid, do hereby certify that the annexed and foregoing Instrument of writing was filed for record in my office on the 21st day of November A. D., 1961 at 9:26 o'clock A M., and the same is now duly recorded, with the acknowledgments and certificates thereon, in MISC Book 3 Page 53

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of said Court, this 21st day of November 1961

Marshall Gipson
CIRCUIT CLERK AND EX-OFFICIO RECORDER

_____ D. C.

SEAL OF CIRCUIT COURT SALINE COUNTY, ARK.

ALPHA MINERAL COMPANY
753 W. CREEKSIDE DRIVE
HOUSTON 24, TEXAS

ALPHA MINERAL COMPANY
753 W. CREEKSIDE DRIVE
HOUSTON 24, TEXAS

3.50
pd

L. W. Minturn
753 West Creekside Drive
Houston 24, Texas

ALPHA MINERAL CO.
753 WEST CREEKSIDE DR.
Houston 24, Texas

HOUSTON, TEXAS July 15, 1961 No. 33

FIRST CITY NATIONAL BANK OF HOUSTON 35-1 / 1130

PAY TO THE ORDER OF Lawrence E. Tatum and wife, Pearl Tatum $ 16.00

Sixteen Dollars and no/100 DOLLARS

Payment of annual rental on lease from Lawrence E. Tatum, et ux, to L. W. Minturn, dated July 29, 1960, and recorded in Misc. 1 page 362, Saline County, Arkansas.

ALPHA MINERAL CO.

By L. W. Minturn

L. W. Minturn General Partner

4

FIRST CITY NATIONAL BANK OF HOUSTON
35-1
AUG 2 1961
8:25
AUG 3 61 32000
PAY TO THE ORDER OF
FIRST NATIONAL BANK
LITTLE ROCK ARKANSAS
01-114 BENTON, ARK.
8:25
AUG 2 1961
ROSCOE LAUS GROCERY MARKET & STATION
PT. A
AGENT
(2)

Lawrence E. Tatum
and Pearl Tatum
Route 1 Box 1
Benton, Ark.

Lease #4

FILED
SALINE CIRCUIT &
CHANCERY CLERK

2:58 PM 17 FEB '61
BY: Ruth Gipson

MISC. 1 PAGE 362

OIL, GAS AND MINERAL LEASE

THE STATE OF ARKANSAS )
COUNTY OF Saline )

This agreement made this 15th day of July, 1960, between Lawrence E. Tatum and Pearl Tatum (his wife), (hereinafter called "Lessor" whether one or more), whose address is Route 4, Box 166; Benton, Arkansas and L.W. Minturn, as Lessee, whose address is 753 West Creekside Drive Houston 24, Texas

WITNESSETH:

Lessor in consideration of $ Sixteen and no/100 cash in hand paid by Lessee, the receipt of which is hereby acknowledged and in consideration of the rentals and royalties herein provided for, does hereby GRANT, LEASE and LET exclusively unto Lessee the land described in Exhibit "A" which is attached hereto and made a part hereof, (hereinafter called the "Leased Premises") for the purpose of investigating, exploring, prospecting, drilling, excavating, mining for, producing, treating, storing, handling, transporting and carrying away oil, gas, bauxite, sulphur, magnetite and all other minerals, together with the right of ingress and egress to and from the Leased Premises and the right to bore prospect holes, sink shafts or slopes, build and construct roads, pipelines, power stations, power lines, telephone lines, tanks and to erect and maintain machinery or equipment for



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HOUSTON 24, TEXAS

the production, removal or benefication of minerals or ores which may be found in, on or under the Leased Premises.

This lease is made, executed and delivered subject to the following terms and conditions:

1.

This lease shall be for a term of ten (10) years from the date hereof (called "Primary Term") and as long thereafter as any mineral is produced from the Leased Premises or Lessee is engaged with no cessation of more than sixty (60) consecutive days in exploratory or mining operations on the Leased Premises for the discovery or production of minerals.

2.

The royalties to be paid by Lessee are:

(a) on oil, one-eighth (1/8) of that produced and saved from said land, the same to be delivered at the wells or to the credit of Lessor into the pipeline to which the wells may be connected; Lessee may from time to time purchase any royalty oil in its possession, paying the market price therefor prevailing for the field where produced on the date of purchase;

(b) on gas, including casinghead gas or other gaseous substance, produced from said land and sold or used off the premises or for the extraction of gasoline or other product therefrom the market value at the well of one-eighth (1/8) of the gas so sold or used, provided that on gas sold at the wells the royalty shall be one-eighth (1/8) of the amount realized from such sale; while there is a gas well on this lease or on acreage pooled there-

with, but gas is not being sold or used, Lessee may pay as royalty, on or before ninety (90) days after the date on which said well is shut in and thereafter at monthly intervals, the sum of _____ Dollars and if such payment is made or tendered, this lease shall not terminate and it will be considered that gas is being produced from this lease in paying quantities;

(c) On all minerals other than oil and gas which shall be mined or produced from the Leased Premises and removed from said Leased Premises or used or sold by Lessee, the royalties shall be as follows: (i) on sulphur 100 ¢ per ton; (ii) on bauxite 75 ¢ per ton; (iii) on magnetite or iron ore aggregate 25 ¢ per ton; (iv) on fissionable minerals 10 % of the value thereof as determined or established by the Atomic Energy Commission or other governmental agency having jurisdiction; (v) on all other minerals 10 % of the value thereof at the well or mine or the same percentage of the net mill or smelter returns, whichever is greater; (vi) the word "ton" in all instances shall mean a long ton of 2240 pounds; (vii) for the purpose of calculating royalties on any mineral or ore on which the royalty is a percentage of the value and which is marketed off the Leased Premises, the cost of transportation shall be deducted and the phrase "net mill or smelter returns" shall mean the proceeds received by Lessee after deducting transportation, milling and smelting charges.



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HOUSTON 24, TEXAS

All ores mined from the Leased Premises but not removed therefrom within ninety (90) days following the expiration or other termination of this lease shall be the property of Lessor.

3.

Lessee shall pay to Lessor annually in advance commencing one (1) year from the date hereof a rental in the amount of One Dollar ($1.00) per acre for the Leased Premises which, for the purpose of calculating such rental are estimated to comprise 16 acres. Such rental shall be applied as a credit against royalties due to Lessor on minerals produced during the twelve months next succeeding the date of payment. Such rental may be paid to Lessor at the address shown above unless and until Lessee shall be notified of a different address or such payment may be made or tendered to Lessor in the Route 4; Box 166 ~~Bank~~ at Benton, Arkansas. Any such payment may be made by the check or draft of Lessee mailed or delivered to Lessor at said address or to said bank. Lessee may at any time or times execute and deliver to Lessor or to the bank above named or place of record a release or releases of all or any part of the Leased Premises and be relieved of all obligations as to the acreage surrendered, and thereafter the rental above provided for shall be reduced in the proportion that the acreage covered hereby is reduced by such release or releases.

4.

If during the Primary Term Lessee shall conduct core drilling or other exploratory operations which do not indicate



ALPHA MINERAL COMPANY
753 W. CREEKSIDE DRIVE
HOUSTON 24, TEXAS

the presence of any mineral covered by this lease or if any mineral shall be discovered and produced and the production thereof shall cease during the Primary Term, this lease shall not thereby be terminated but shall continue in force during said Primary Term. If any mineral is mined and produced from the Leased Premises and the production or mining thereof shall cease after the Primary Term, this lease shall not terminate if Lessee resumes mining operations or commences operations for reworking any existing mine or well within ninety (90) days after such cessation of production.

5.

The failure of Lessee to make any payment of rental or royalty due hereunder or to keep or perform any covenant or agreement to be kept or performed by Lessee, in the manner and at the time herein specified, unless excused by force majeure or some other provision of this lease, shall constitute a default which shall at the option of Lessor be cause for termination of this lease unless such default has been remedied within sixty (60) days after Lessor has given notice in writing to Lessee specifying the facts relied upon as constituting a breach hereof or default hereunder and stating that the option to terminate this lease will be exercised if Lessee shall fail within sixty (60) days from the date of such notice to remedy such default.

6.

Notices required or permitted hereunder shall be in writing sent by registered United States mail, postage prepaid, to the address of Lessor and Lessee, respectively, as set forth above, unless and until either party shall notify the other of a change of address.

ALPHA MINERAL COMPANY
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HOUSTON 24, TEXAS

7.

Lessee shall be excused from the performance of any drilling or mining operations or from the performance of any other obligation hereunder (except the payment of rentals and royalties) during such time as Lessee may be prevented from so doing by reason of force majeure. The term "force majeure" as used herein shall mean acts of God, fire, flood, power failure, accident or breakage to machinery or equipment, strikes, labor difficulties, arrests or restraints of government, wars, mob violence, storms, inability to obtain equipment or material, or any other cause, whether or not herein enumerated, which is not reasonably within the control of Lessee. During the continuance of any such condition of force majeure this lease shall continue in force regardless of any provision herein contained to the contrary notwithstanding.

8.

Lessee shall pay Lessor for actual damages to fences, growing crops or other property of Lessor caused by exploratory operations conducted by Lessee hereunder. In the event of actual mining operations, however, Lessee shall not be liable for any permanent damage to the land which may be caused by operations which are reasonably necessary in exercising the rights hereby granted to Lessee.

9.

Lessee shall make and keep an accurate record and account of all ores and other minerals mined and removed from the leased premises and the amounts received from the sale thereof. All such records and accounts shall be made available for the examination by Lessor or his representative at the offices of Lessee at any reasonable time. Lessor shall have the right



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at his sole risk at all times to observe and inspect any operations or workings being conducted by Lessee on the Leased Premises.

10.

Any taxes such as severance or production taxes imposed upon any mineral covered hereby shall be borne by the parties in proportion to their respective interests, and any such tax paid by Lessee shall be deducted before calculating the value of the minerals for the purpose of paying royalties.

11.

Any buildings, machinery or equipment erected, installed or placed by Lessee on the Leased Premises shall not be deemed to be fixtures, but shall remain the property of Lessee and may be removed by Lessee at any time during the term of this lease or within six (6) months after termination hereof.

12.

This lease and the rights of either party hereunder may be assigned in whole or in part, and the provisions hereof shall extend to the heirs, successors and assigns of the respective parties; but no change or division in such ownership shall be binding on Lessee until thirty (30) days after Lessee shall have been furnished notice thereof by registered United States mail together with a certified copy of the recorded instrument or instruments evidencing the same. In the event of assignment hereof in whole or in part, liability for breach of any obligation hereunder shall rest exclusively upon the owner of this lease, or portion hereof, committing such breach.

13.

Lessor hereby warrants and agrees to defend the title to said land and agrees that Lessee at its option may discharge any tax, mortgage or other lien upon said land, either in whole



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HOUSTON 24, TEXAS

or in part; and in event Lessee does so, it shall be subrogated to such lien with right to enforce same and apply rentals and royalties accruing hereunder toward satisfying same. Without impairment of Lessee's rights under the warranty in event of failure of title, it is agreed that if Lessor owns an interest in the oil, gas or other minerals on, in or under said land less than the entire fee simple estate, whether or not this lease purports to cover the whole or a fractional interest, then the royalties and rentals to be paid Lessor shall be reduced in the proportion that his interest bears to the whole and undivided fee and in accordance with the nature of the estate of which Lessor is seized. Failure of Lessee to reduce rental paid hereunder shall not impair the right of Lessee to reduce royalties.

Should any one or more of the parties named above as Lessors fail to execute this lease, it shall nevertheless be binding upon the party or parties executing the same.

IN WITNESS WHEREOF this instrument is executed as of the date first above written.

Lawrence E. Tatum

Pearl Tatum

LESSORS

L. W. Minturn

LESSEE

ALPHA MINERAL COMPANY
753 W. CREEKSIDE DRIVE
HOUSTON 24, TEXAS

STATE OF Arkansas : On this day came before me, a
COUNTY OF Pulaski : Notary Public duly commissioned and acting within and for said county and state, Lawrence E. Tatum to me well known as the Lessor in the foregoing instrument, and stated that he had executed the same for the consideration and purposes therein mentioned and set forth. And on the same day also voluntarily appeared before me Pearl Tatum, wife of _____, to me well known, and in the absence of her said husband declared that she had of her own free will executed said instrument for the consideration and purposes therein contained and set forth without compulsion or undue influence of her said husband. WITNESS my hand and official seal on this 15th day of July, 1960.

Fred McCulloch
Notary Public in and for
Pulaski County,

FRED McCULLOCH NOTARY PUBLIC PULASKI COUNTY, ARK.

STATE OF _____ : On this day came before me, a
COUNTY OF _____ : Notary Public duly commissioned and acting within and for said county and state, _____, to me well known as the Lessor in the foregoing instrument, and stated that he had executed the same for the consideration and purposes therein mentioned and set forth. WITNESS my hand and official seal on this ____ day of _____, 196_.

_____
Notary Public in and for
_____ County,

STATE OF _____ : On this day before me, a Notary
COUNTY OF _____ : Public duly commissioned and acting within said county and state, appeared in person _____, to me personally well known, who stated that he is the _____ President of _____, a corporation, and is duly authorized in his capacity to execute the foregoing instrument for and in the name and behalf of said corporation and further stated and acknowledged that he had so signed, executed and delivered said foregoing instrument for the consideration, uses and purposes therein mentioned and set forth. WITNESS my hand and official seal on this ____ day of _____, 196_.

_____
Notary Public in and for
_____ County,

ALPHA MINERAL COMPANY
753 W. CREEKSIDE DRIVE
HOUSTON 24, TEXAS

MISC. 1 PAGE 371

Exhibit "A"
North 16 acres in the
Northeast of Northeast
Quarter of Section 31;
Twp 2 South; Range 14 West
Saline County, Arkansas
P I
L. J.
H.F.M.

FILED FOR RECORD ON THIS THE 17TH DAY OF FEBRUARY, 1961, AT 2:58 P. M., AND SAME IS DULY RECORDED IN MISC. 1, AT PAGE 362.

MARSHALL GIPSON
CIRCUIT CLERK AND RECORDER
BY Edna Crouch, D.C.

SEAL CIRCUIT CLERK SALINE COUNTY

ALPHA MINERAL COMPANY
753 W. CREEKSIDE DRIVE
HOUSTON 24, TEXAS

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ALPHA MINERAL COMPANY
753 W. CREEKSIDE DRIVE
HOUSTON 24, TEXAS

O. Woodell Hall, Jr.
Benton, Ark.

10% Chg

ALPHA MINERAL CO.
753 WEST CREEKSIDE DR.
Houston 24, Texas

HOUSTON, TEXAS July 5, 1961 No. 34

# FIRST CITY NATIONAL BANK
OF HOUSTON

35-1
1130

PAY TO THE ORDER OF Leon H. Tatum and wife, Ercel Tatum $ 1.00

One Dollar and no/100 ---------- DOLLARS

Payment of annual rental on lease
from Leon H. Tatum, et ux to
L. W. Minturn, dated July 21, 1960,
and recorded in Misc. 1 page 372,
Saline County, Arkansas

ALPHA MINERAL CO.
By L. W. Minturn
L. W. Minturn - General Partner

5

L. H. Tatum
Ercel Tatum

RICHARDS & RINGGOLD
820 Edison Avenue
Benton, Arkansas
Phone: 8-3776

PAID
NOV 3 1961
FIRST CITY NATIONAL BANK
HOUSTON
TEXAS
35-1 35-1

STALE DATE

MISC 1 PAGE 374

4
11

#5.

FILED Lease #5
SALINE CIRCUIT &
CHANCERY CLERK

MISC. 1 PAGE 372 2:58 PM 17 FEB '61
BY Ruth Gipson

OIL, GAS AND MINERAL LEASE

THE STATE OF ARKANSAS )
COUNTY OF Saline )

This agreement made this 21st day of July, 1960, between Leon H. Tatum and Ercel Tatum (his wife), (hereinafter called "Lessor" whether one or more), whose address is Route 4, Benton, Arkansas, and L. W. Minturn, as Lessee, whose address is 753 West Creekside Drive Houston 24, Texas

W I T N E S S E T H:

Lessor in consideration of $ One and no/100 cash in hand paid by Lessee, the receipt of which is hereby acknowledged and in consideration of the rentals and royalties herein provided for, does hereby GRANT, LEASE and LET exclusively unto Lessee the land described in Exhibit "A" which is attached hereto and made a part hereof, (hereinafter called the "Leased Premises") for the purpose of investigating, exploring, prospecting, drilling, excavating, mining for, producing, treating, storing, handling, transporting and carrying away oil, gas, bauxite, sulphur, magnetite and all other minerals, together with the right of ingress and egress to and from the Leased Premises and the right to bore prospect holes, sink shafts or slopes, build and construct roads, pipelines, power stations, power lines, telephone lines, tanks and to erect and maintain machinery or equipment for



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753 W. CREEKSIDE DRIVE
HOUSTON 24, TEXAS

the production, removal or benefication of minerals or ores which may be found in, on or under the Leased Premises.

This lease is made, executed and delivered subject to the following terms and conditions:

1.

This lease shall be for a term of ten (10) years from the date hereof (called "Primary Term") and as long thereafter as any mineral is produced from the Leased Premises or Lessee is engaged with no cessation of more than sixty (60) consecutive days in exploratory or mining operations on the Leased Premises for the discovery or production of minerals.

2.

The royalties to be paid by Lessee are:

(a) on oil, one-eighth (1/8) of that produced and saved from said land, the same to be delivered at the wells or to the credit of Lessor into the pipeline to which the wells may be connected; Lessee may from time to time purchase any royalty oil in its possession, paying the market price therefor prevailing for the field where produced on the date of purchase;

(b) on gas, including casinghead gas or other gaseous substance, produced from said land and sold or used off the premises or for the extraction of gasoline or other product therefrom the market value at the well of one-eighth (1/8) of the gas so sold or used, provided that on gas sold at the wells the royalty shall be one-eighth (1/8) of the amount realized from such sale; while there is a gas well on this lease or on acreage pooled there-



ALPHA MINERAL COMPA
753 W. CREEKSIDE DR
HOUSTON 24, TEXAS

with, but gas is not being sold or used, Lessee may pay as royalty, on or before ninety (90) days after the date on which said well is shut in and thereafter at monthly intervals, the sum of _____ Dollars and if such payment is made or tendered, this lease shall not terminate and it will be considered that gas is being produced from this lease in paying quantities;

(c) On all minerals other than oil and gas which shall be mined or produced from the Leased Premises and removed from said Leased Premises or used or sold by Lessee, the royalties shall be as follows: (i) on sulphur 100 ¢ per ton; (ii) on bauxite 75 ¢ per ton; (iii) on magnetite or iron ore aggregate 2.5 ¢ per ton; (iv) on fissionable minerals 10 % of the value thereof as determined or established by the Atomic Energy Commission or other governmental agency having jurisdiction; (v) on all other minerals 10 % of the value thereof at the well or mine or the same percentage of the net mill or smelter returns, whichever is greater; (vi) the word "ton" in all instances shall mean a long ton of 2240 pounds; (vii) for the purpose of calculating royalties on any mineral or ore on which the royalty is a percentage of the value and which is marketed off the Leased Premises, the cost of transportation shall be deducted and the phrase "net mill or smelter returns" shall mean the proceeds received by Lessee after deducting transportation, milling and smelting charges.



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HOUSTON 24, TEXAS

All ores mined from the Leased Premises but not removed therefrom within ninety (90) days following the expiration or other termination of this lease shall be the property of Lessor.

3.

Lessee shall pay to Lessor annually in advance commencing one (1) year from the date hereof a rental in the amount of One Dollar ($1.00) per acre for the Leased Premises which, for the purpose of calculating such rental are estimated to comprise 1 acres. Such rental shall be applied as a credit against royalties due to Lessor on minerals produced during the twelve months next succeeding the date of payment. Such rental may be paid to Lessor at the address shown above unless and until Lessee shall be notified of a different address or such payment may be made or tendered to Lessor in the Route #4 [illegible] Benton, Arkansas. Any such [illegible] may be made by the check or draft of Lessee mailed o[illegible] delivered to Lessor at said address or to said bank. Le[illegible] may at any time or times execute and deliver to Le[illegible]r or to the bank above named or place of record a re[illegible]se or releases of all or any part of the Leased Premises an[illegible] relieved of all obligations as to the acreage surre[illegible]red, and thereafter the rental above provided for shall be [illegible]duced in the proportion that the acreage covered hereby is [illegible]educed by such release or releases.

4.

If during the Primary Term Lessee shall conduct core drilling or other exploratory operations which do not indicate



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HOUSTON 24, TEXAS

the presence of any mineral covered by this lease or if any mineral shall be discovered and produced and the production thereof shall cease during the Primary Term, this lease shall not thereby be terminated but shall continue in force during said Primary Term. If any mineral is mined and produced from the Leased Premises and the production or mining thereof shall cease after the Primary Term, this lease shall not terminate if Lessee resumes mining operations or commences operations for reworking any existing mine or well within ninety (90) days after such cessation of production.

5.

The failure of Lessee to make any payment of rental or royalty due hereunder or to keep or perform any covenant or agreement to be kept or performed by Lessee, in the manner and at the time herein specified, unless excused by force majeure or some other provision of this lease, shall constitute a default which shall at the option of Lessor be cause for termination of this lease unless such default has been remedied within sixty (60) days after Lessor has given notice in writing to Lessee specifying the facts relied upon as constituting a breach hereof or default hereunder and stating that the option to terminate this lease will be exercised if Lessee shall fail within sixty (60) days from the date of such notice to remedy such default.

6.

Notices required or permitted hereunder shall be in writing sent by registered United States mail, postage prepaid, to the address of Lessor and Lessee, respectively, as set forth above, unless and until either party shall notify the other of a change of address.

ALPHA MINERAL COMPANY
753 W. CREEKSIDE DRIVE
HOUSTON 24, TEXAS



ALPHA MINERAL COMPANY
753 W. CREEKSIDE DRIVE
HOUSTON 24, TEXAS

7.

Lessee shall be excused from the performance of any drilling or mining operations or from the performance of any other obligation hereunder (except the payment of rentals and royalties) during such time as Lessee may be prevented from so doing by reason of force majeure. The term "force majeure" as used herein shall mean acts of God, fire, flood, power failure, accident or breakage to machinery or equipment, strikes, labor difficulties, arrests or restraints of government, wars, mob violence, storms, inability to obtain equipment or material, or any other cause, whether or not herein enumerated, which is not reasonably within the control of Lessee. During the continuance of any such condition of force majeure this lease shall continue in force regardless of any provision herein contained to the contrary notwithstanding.

8.

Lessee shall pay Lessor for actual damages to fences, growing crops or other property of Lessor caused by exploratory operations conducted by Lessee hereunder. In the event of actual mining operations, however, Lessee shall not be liable for any permanent damage to the land which may be caused by operations which are reasonably necessary in exercising the rights hereby granted to Lessee.

9.

Lessee shall make and keep an accurate record and account of all ores and other minerals mined and removed from the leased premises and the amounts received from the sale thereof. All such records and accounts shall be made available for the examination by Lessor or his representative at the offices of Lessee at any reasonable time. Lessor shall have the right



ALPHA MINERAL COMPANY
753 W. CREEKSIDE DRIVE
HOUSTON 24, TEXAS

at his sole risk at all times to observe and inspect any operations or workings being conducted by Lessee on the Leased Premises.

10.

Any taxes such as severance or production taxes imposed upon any mineral covered hereby shall be borne by the parties in proportion to their respective interests, and any such tax paid by Lessee shall be deducted before calculating the value of the minerals for the purpose of paying royalties.

11.

Any buildings, machinery or equipment erected, installed or placed by Lessee on the Leased Premises shall not be deemed to be fixtures, but shall remain the property of Lessee and may be removed by Lessee at any time during the term of this lease or within six (6) months after termination hereof.

12.

This lease and the rights of either party hereunder may be assigned in whole or in part, and the provisions hereof shall extend to the heirs, successors and assigns of the respective parties; but no change or division in such ownership shall be binding on Lessee until thirty (30) days after Lessee shall have been furnished notice thereof by registered United States mail together with a certified copy of the recorded instrument or instruments evidencing the same. In the event of assignment hereof in whole or in part, liability for breach of any obligation hereunder shall rest exclusively upon the owner of this lease, or portion hereof, committing such breach.

13.

Lessor hereby warrants and agrees to defend the title to said land and agrees that Lessee at its option may discharge any tax, mortgage or other lien upon said land, either in whole



ALPHA MINERAL COMPANY
753 W. CREEKSIDE DRIVE
HOUSTON 24, TEXAS

or in part; and in event Lessee does so, it shall be subrogated to such lien with right to enforce same and apply rentals and royalties accruing hereunder toward satisfying same. Without impairment of Lessee's rights under the warranty in event of failure of title, it is agreed that if Lessor owns an interest in the oil, gas or other minerals on, in or under said land less than the entire fee simple estate, whether or not this lease purports to cover the whole or a fractional interest, then the royalties and rentals to be paid Lessor shall be reduced in the proportion that his interest bears to the whole and undivided fee and in accordance with the nature of the estate of which Lessor is seized. Failure of Lessee to reduce rental paid hereunder shall not impair the right of Lessee to reduce royalties.

Should any one or more of the parties named above as Lessors fail to execute this lease, it shall nevertheless be binding upon the party or parties executing the same.

IN WITNESS WHEREOF this instrument is executed as of the date first above written.

Leon H Latum

Ercel Latum

LESSORS

LESSEE

ALPHA MINERAL COMPANY
753 W. CREEKSIDE DRIVE
HOUSTON 24, TEXAS

STATE OF Arkansas : On this day came before me, a
COUNTY OF Pulaski : Notary Public duly commissioned and acting within and for said county and state, Leon H. Tatum to me well known as the Lessor in the foregoing instrument, and stated that he had executed the same for the consideration and purposes therein mentioned and set forth. And on the same day also voluntarily appeared before me Ercel Tatum, wife of Leon H. Tatum, to me well known, and in the absence of her said husband declared that she had of her own free will executed said instrument for the consideration and purposes therein contained and set forth without compulsion or undue influence of her said husband. WITNESS my hand and official seal on this 21st day of July, 1960.

FRED McCULLOCH NOTARY PUBLIC PULASKI COUNTY, ARK.

Fred McCulloch
Notary Public in and for
Pulaski County,

STATE OF _____ : On this day came before me, a
COUNTY OF _____ : Notary Public duly commissioned and acting within and for said county and state, _____, to me well known as the Lessor in the foregoing instrument, and stated that he had executed the same for the consideration and purposes therein mentioned and set forth. WITNESS my hand and official seal on this ____ day of _____, 196_.

Notary Public in and for
_____ County,

STATE OF _____ : On this day before me, a Notary
COUNTY OF _____ : Public duly commissioned and acting within said county and state, appeared in person _____, to me personally well known, who stated that he is the _____ President of _____, a corporation, and is duly authorized in his capacity to execute the foregoing instrument for and in the name and behalf of said corporation and further stated and acknowledged that he had so signed, executed and delivered said foregoing instrument for the consideration, uses and purposes therein mentioned and set forth. WITNESS my hand and official seal on this ____ day of _____, 196_.

Notary Public in and for
_____ County,

ALPHA MINERAL COMPANY
753 W. CREEKSIDE DRIVE
HOUSTON 24, TEXAS

MISC. 1 PAGE 381

Exhibit "A"

Part. of N.E.1/4 of N.E.1/4; beginning at S.E. corner run N-132'; W.330'; S.132'; E-330 (of) To point of beginning located in Saline County in Section 31; Twp 2 South; Range 14 West State of Arkansas.

FILED FOR RECORD ON THIS THE 17TH DAY OF FEBRUARY, 1961, AT 2:58 P. M., AND SAME IS DULY RECORDED IN MISC. BOOK 1, AT PAGE 372.

MARSHALL GIPSON
CIRCUIT CLERK AND RECORDER

BY Edna Crouch D.C.

SEAL SALINE COUNTY, ARK.

ALPHA MINERAL COMPANY
753 W. CREEKSIDE DRIVE
HOUSTON 24, TEXAS

10
5

$1,000 Chgd

O. Wendell Hall, Jr.
Benton, Ark.

ALPHA MINERAL COMPANY
753 W. CREEKSIDE DRIVE
HOUSTON 24, TEXAS

FRANK RYBA
P. O. BOX 6401
SU-2-7874

# CONTINENTAL BANK
& Trust Company

35-106
1130

No. 1311

HOUSTON, TEXAS, Nov. 14, 1961. 19

PAY TO THE ORDER OF R. A. Davenport, Sr. & wife, Essie Davenport; and R. A. Davenport, Sr. as Attorney-In-Fact for parties listed on reverse side of this check. $ 360.00

----THREE HUNDRED SIXTY AND-no/100------ DOLLARS

BY ENDORSEMENT THIS CHECK IS ACCEPTED IN FULL PAYMENT OF THE FOLLOWING ACCOUNT

For Amendment to OG&M lease dated Sept. 20, 1960, on NW¼ of NE¼, Sec 30, T-2-S, R-14-W, Saline Co., Ark.

FRANK RYBA

By Frank Ryba

R A Davenport Sr
Essie Davenport
Attorney-In-Fact for
Irva Young; Coye Davenport, Marguretta Davenport; J. H. Davenport, Elizabeth Davenport, Hattie Young, Halbert Davenport, Margaret Davenport, Sam Davenport, Anna Davenport, Anna Mae West and Doris Baker.

ALPHA MINERAL COMPANY
753 W. CREEKSIDE DRIVE
HOUSTON 24, TEXAS

CONTINENTAL BANK & TRUST COMPANY
NOV 16 61
NOV 20 61

FILED
SALINE CIRCUIT &
CHANCERY CLERK Lease #6
2:58 P.M. 17 FEB '61
BY Edna Crouch

#6

MISC. 1 PAGE 382

OIL, GAS AND MINERAL LEASE

STATE OF ARKANSAS

COUNTY OF Saline

This agreement made this 20th day of September, 1960, between R. A. Davenport, Sr. and Essie Davenport, his wife; and R. A. Davenport, Sr. as "ATTORNEY IN FACT" for the following parties: (1) Irva Young(in her own right);(2) Coye Davenport and Margurett Davenport (his wife);(3) J. H. Davenport and Elizabeth Davenport (his wife);(4) Hattie Young(in her own right); (5) Halbert Davenport and Margaret Davenport (his wife);(6) Sam Davenport and Anna Davenport (his wife);(7) Anna Mae West (in her own right);(8) Doris Baker (in her own right)

(hereinafter called "Lessor" whether one or more), whose address is Route #4, Box 165A, Benton, Arkansas,

AND L. W. Minturn,

as Lessee, whose address is 753 West Creekside Drive, Houston 24, Texas.

W I T N E S S E T H

Lessor in consideration of $ Forty-five and no/100 cash in hand paid by Lessee, the receipt of which is hereby acknowledged and in consideration of the rentals and royalties herein provided for, does hereby GRANT, LEASE and LET exclusively unto Lessee the land described in Exhibit "A" which is attached hereto and made a part hereof, (hereinafter called the "Leased Premises") for the purpose of investigating, exploring, prospecting, drilling, excavating, mining for, producing, treating, storing, handling, transporting and carrying away oil, gas, bauxite, sulphur, magnetite and all other minerals, together with the right of ingress and egress to and from the Leased Premises and the right to bore prospect holes, sink shafts or slopes, build and construct roads, pipelines, power stations, power lines, telephone lines, tanks and to erect and maintain machinery or equipment for



ALPHA MINERAL COMPANY
753 W. CREEKSIDE DRIVE
HOUSTON 24, TEXAS

ALPHA MINERAL CO.
753 WEST CREEKSIDE DR.
Houston 24, Texas

HOUSTON, TEXAS August 16 1961 No. 42

FIRST CITY NATIONAL BANK
OF HOUSTON

35-1
1130

PAY TO THE ORDER OF Miscellaneous AUG 21 1961 Book of Saline Co, Ark $40.00

Forty and 00/100 DOLLARS

FIRST CITY NATIONAL BANK
HOUSTON
35-1 TEXAS 35-1

ALPHA MINERAL CO.

By L. W. Minturn

L. W. Minturn - General Partner

6

Pd Recipient

AUG 21 1961

PAY TO THE ORDER OF ANY BANK OR BANKER
DALLAS CLEARING HOUSE
PRIOR ENDORSEMENTS
GUARANTEED
NATIONAL BANK
DALLAS TEXAS
32-61

ALPHA MINERAL COMPANY
753 W. CREEKSIDE DRIVE
HOUSTON 24, TEXAS

the production, removal or benefication of minerals or ores which may be found in, on or under the Leased Premises.

This lease is made, executed and delivered subject to the following terms and conditions:

1.

This lease shall be for a term of ten (10) years from the date hereof (called "Primary Term") and as long thereafter as any mineral is produced from the Leased Premises or Lessee is engaged with no cessation of more than sixty (60) consecutive days in exploratory or mining operations on the Leased Premises for the discovery or production of minerals.

2.

The royalties to be paid by Lessee are:

(a) on oil, one-eighth (1/8) of that produced and saved from said land, the same to be delivered at the wells or to the credit of Lessor into the pipeline to which the wells may be connected; Lessee may from time to time purchase any royalty oil in its possession, paying the market price therefor prevailing for the field where produced on the date of purchase;

(b) on gas, including casinghead gas or other gaseous substance, produced from said land and sold or used off the premises or for the extraction of gasoline or other product therefrom the market value at the well of one-eighth (1/8) of the gas so sold or used, provided that on gas sold at the wells the royalty shall be one-eighth (1/8) of the amount realized from such sale; while there is a gas well on this lease or on acreage pooled there-



ALPHA MINERAL COMPANY
753 W. CREEKSIDE DRIVE
HOUSTON 24, TEXAS

with, but gas is not being sold or used, Lessee may pay as royalty, on or before ninety (90) days after the date on which said well is shut in and thereafter at monthly intervals, the sum of Twenty-five Dollars and if such payment is made or tendered, this lease shall not terminate and it will be considered that gas is being produced from this lease in paying quantities;

(c) On all minerals other than oil and gas which shall be mined or produced from the Leased Premises and removed from said Leased Premises or used or sold by Lessee, the royalties shall be as follows: (i) on sulphur 100 ¢ per ton; (ii) on bauxite 75 ¢ per ton; (iii) on magnetite or iron ore aggregate 25 ¢ per ton; (iv) on fissionable minerals 10 % of the value thereof as determined or established by the Atomic Energy Commission or other governmental agency having jurisdiction; (v) on all other minerals 10 % of the value thereof at the well or mine or the same percentage of the net mill or smelter returns, whichever is greater; (vi) the word "ton" in all instances shall mean a long ton of 2240 pounds; (vii) for the purpose of calculating royalties on any mineral or ore on which the royalty is a percentage of the value and which is marketed off the Leased Premises, the cost of transportation shall be deducted and the phrase "net mill or smelter returns" shall mean the proceeds received by Lessee after deducting transportation, milling and smelting charges.

ALPHA MINERAL COMPANY
753 W. CREEKSIDE DRIVE
HOUSTON 24, TEXAS

All ores mined from the Leased Premises but not removed therefrom within ninety (90) days following the expiration or other termination of this lease shall be the property of Lessor.

3.

Lessee shall pay to Lessor annually in advance commencing one (1) year from the date hereof a rental in the amount of One Dollar ($1.00) per acre for the Leased Premises which, for the purpose of calculating such rental are estimated to comprise forty acres. Such rental shall be applied as a credit against royalties due to Lessor on minerals produced during the twelve months next succeeding the date of payment. Such rental may be paid to Lessor at the address shown above unless and until Lessee shall be notified of a different address or such payment may be made or tendered to Lessor in the Union Bank at Benton, Arkansas. Any such payment may be made by the check or draft of Lessee mailed or delivered to Lessor at said address or to said bank. Lessee may at any time or times execute and deliver to Lessor or to the bank above named or place of record a release or releases of all or any part of the Leased Premises and be relieved of all obligations as to the acreage surrendered, and thereafter the rental above provided for shall be reduced in the proportion that the acreage covered hereby is reduced by such release or releases.

4.

If during the Primary Term Lessee shall conduct core drilling or other exploratory operations which do not indicate



ALPHA MINERAL COMPANY
753 W. CREEKSIDE DRIVE
HOUSTON 24, TEXAS

the presence of any mineral covered by this lease or if any mineral shall be discovered and produced and the production thereof shall cease during the Primary Term, this lease shall not thereby be terminated but shall continue in force during said Primary Term. If any mineral is mined and produced from the Leased Premises and the production or mining thereof shall cease after the Primary Term, this lease shall not terminate if Lessee resumes mining operations or commences operations for reworking any existing mine or well within ninety (90) days after such cessation of production.

5.

The failure of Lessee to make any payment of rental or royalty due hereunder or to keep or perform any covenant or agreement to be kept or performed by Lessee, in the manner and at the time herein specified, unless excused by force majeure or some other provision of this lease, shall constitute a default which shall at the option of Lessor be cause for termination of this lease unless such default has been remedied within sixty (60) days after Lessor has given notice in writing to Lessee specifying the facts relied upon as constituting a breach hereof or default hereunder and stating that the option to terminate this lease will be exercised if Lessee shall fail within sixty (60) days from the date of such notice to remedy such default.

6.

Notices required or permitted hereunder shall be in writing sent by registered United States mail, postage prepaid, to the address of Lessor and Lessee, respectively, as set forth above, unless and until either party shall notify the other of a change of address.

ALPHA MINERAL COMPANY
753 W. CREEKSIDE DRIVE
HOUSTON 24, TEXAS

7.

Lessee shall be excused from the performance of any drilling or mining operations or from the performance of any other obligation hereunder (except the payment of rentals and royalties) during such time as Lessee may be prevented from so doing by reason of force majeure. The term "force majeure" as used herein shall mean acts of God, fire, flood, power failure, accident or breakage to machinery or equipment, strikes, labor difficulties, arrests or restraints of government, wars, mob violence, storms, inability to obtain equipment or material, or any other cause, whether or not herein enumerated, which is not reasonably within the control of Lessee. During the continuance of any such condition of force majeure this lease shall continue in force regardless of any provision herein contained to the contrary notwithstanding.

8.

Lessee shall pay Lessor for actual damages to fences, growing crops or other property of Lessor caused by exploratory operations conducted by Lessee hereunder. In the event of actual mining operations, however, Lessee shall not be liable for any permanent damage to the land which may be caused by operations which are reasonably necessary in exercising the rights hereby granted to Lessee.

9.

Lessee shall make and keep an accurate record and account of all ores and other minerals mined and removed from the leased premises and the amounts received from the sale thereof. All such records and accounts shall be made available for the examination by Lessor or his representative at the offices of Lessee at any reasonable time. Lessor shall have the right



ALPHA MINERAL COMPANY
753 W. CREEKSIDE DRIVE
HOUSTON 24, TEXAS

at his sole risk at all times to observe and inspect any operations or workings being conducted by Lessee on the Leased Premises.

10.

Any taxes such as severance or production taxes imposed upon any mineral covered hereby shall be borne by the parties in proportion to their respective interests, and any such tax paid by Lessee shall be deducted before calculating the value of the minerals for the purpose of paying royalties.

11.

Any buildings, machinery or equipment erected, installed or placed by Lessee on the Leased Premises shall not be deemed to be fixtures, but shall remain the property of Lessee and may be removed by Lessee at any time during the term of this lease or within six (6) months after termination hereof.

12.

This lease and the rights of either party hereunder may be assigned in whole or in part, and the provisions hereof shall extend to the heirs, successors and assigns of the respective parties; but no change or division in such ownership shall be binding on Lessee until thirty (30) days after Lessee shall have been furnished notice thereof by registered United States mail together with a certified copy of the recorded instrument or instruments evidencing the same. In the event of assignment hereof in whole or in part, liability for breach of any obligation hereunder shall rest exclusively upon the owner of this lease, or portion hereof, committing such breach.

13.

Lessor hereby warrants and agrees to defend the title to said land and agrees that Lessee at its option may discharge any tax, mortgage or other lien upon said land, either in whole



ALPHA MINERAL COMPANY
753 W. CREEKSIDE DRIVE
HOUSTON 24, TEXAS

Lease #4

FILED
SALINE CIRCUIT &
CHANCERY CLERK
2:58 PM 17 FEB '61
BY Ruth Gipson

MISC. 1 PAGE 362

OIL, GAS AND MINERAL LEASE

THE STATE OF ARKANSAS )
COUNTY OF Saline )

This agreement made this 15th day of July, 1960, between Lawrence E. Tatum and Pearl Tatum (his wife), (hereinafter called "Lessor" whether one or more), whose address is Route 4, Box 166; Benton, Arkansas and L.W. Minturn, as Lessee, whose address is 753 West Creekside Drive Houston 24, Texas

W I T N E S S E T H:

Lessor in consideration of $ Sixteen and no/100 cash in hand paid by Lessee, the receipt of which is hereby acknowledged and in consideration of the rentals and royalties herein provided for, does hereby GRANT, LEASE and LET exclusively unto Lessee the land described in Exhibit "A" which is attached hereto and made a part hereof, (hereinafter called the "Leased Premises") for the purpose of investigating, exploring, prospecting, drilling, excavating, mining for, producing, treating, storing, handling, transporting and carrying away oil, gas, bauxite, sulphur, magnetite and all other minerals, together with the right of ingress and egress to and from the Leased Premises and the right to bore prospect holes, sink shafts or slopes, build and construct roads, pipelines, power stations, power lines, telephone lines, tanks and to erect and maintain machinery or equipment for



ALPHA MINERAL COMPANY
753 W. CREEKSIDE DRIVE
HOUSTON 24, TEXAS

ALPHA MINERAL CO.
753 WEST CREEKSIDE DR.
Houston 24, Texas

HOUSTON, TEXAS July 15, 1961 NO. 33

FIRST CITY NATIONAL BANK OF HOUSTON 35-1 / 1130

PAY TO THE ORDER OF Lawrence E. Tatum and wife, Pearl Tatum $ 16.00

Sixteen Dollars and no/100 DOLLARS

Payment of annual rental on lease from Lawrence E. Tatum, et ux, to L. W. Minturn, dated July 29, 1960, and recorded in Misc. 1 page 362, Saline County, Arkansas.

ALPHA MINERAL CO.

By L. W. Minturn

L. W. Minturn General Partner

4

FIRST CITY NATIONAL BANK
HOUSTON, TEXAS
35-1
1130

PAY TO THE ORDER OF
Lawrence E. Tatum and wife, Pearl Tatum $ 16.00
Sixteen Dollars and no/100 DOLLARS
Payment of annual rental on lease from Lawrence E. Tatum, et ux, to L. W. Minturn, dated July 29, 1960, and recorded in Misc. 1 page 362, Saline County, Arkansas.
ALPHA MINERAL CO.
By L. W. Minturn
L. W. Minturn General Partner

4

Lawrence E. Tatum
Pearl Tatum
Rt 4 Box 1
Benton, Ark.

FIRST NATIONAL BANK
LITTLE ROCK, ARKANSAS
AUG 3 1961
AUG 2 1961
00021-32000
83-25
01-114 BENTON, ARK.
THE LINCOLN NATIONAL BANK
AUG 25
PAY TO THE ORDER OF
NICHOLAS GRUCELEY MARKET & STATION
PT. 4 BENTON, ARK.

4

ALPHA MINERAL COMPANY
753 W. CREEKSIDE DRIVE
HOUSTON 24, TEXAS

3.50
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L. W. Minturn
753 West Creekside Drive
Houston 24, Texas

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MISC. 3 PAGE 56

STATE OF _____ )
)
COUNTY OF _____ )

On this day came before me, a Notary Public duly commissioned and acting within and for said county and state,

_____,
to me well known as the Lessor in the foregoing instrument, and stated that _he had executed the same for the consideration and purposes therein mentioned and set forth.

WITNESS my hand and official seal on this ___ day of _____, 196__.

_____
Notary Public in and for
_____ County, _____

STATE OF Arkansas )
)
COUNTY OF Saline )

On this day came before me, a Notary Public duly commissioned and acting within and for said county and state,

Bryan W. Brooks
to me well known as the Lessor_ in the foregoing instrument, and stated that _he_ had executed the same for the consideration and purposes therein mentioned and set forth. And on the same day also voluntarily appeared before me

Anna Brooks, wife (wives)

of Bryan W. Brooks,
to me well known, and in the absence of her (their) husband(s) declared that she (they) had of her (their) own free will executed said instrument for the consideration and purposes therein contained and set forth without compulsion or undue influence of her (their) said husband(s).

WITNESS my hand and official seal on this 20 day of November, 1961.

U.S.F. NOTARY PUBLIC SALINE COUNTY

Com Expires 9-1-65

Notary Public in and for
Saline County, Arkansas

## CERTIFICATE OF RECORD

STATE OF ARKANSAS }
COUNTY OF SALINE } SS

I, MARSHALL GIPSON, Circuit Clerk and Ex-Officio Recorder for the County aforesaid, do hereby certify that the annexed and foregoing Instrument of writing was filed for record in my office on the 21st day of November A. D., 1961 at 9:26 o'clock A M., and the same is now duly recorded, with the acknowledgments and certificates thereon, in MISC Book 3 Page 53

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of said Court, this 21st day of November 1961

Marshall Gipson
CIRCUIT CLERK AND EX-OFFICIO RECORDER

_____ D. C.

SEAL OF CIRCUIT COURT SALINE COUNTY, ARK.

ALPHA MINERAL COMPANY
753 W. CREEKSIDE DRIVE
HOUSTON 24, TEXAS

exercised either before or after a well or mine has been drilled or opened or before or after the substance or substances committed to such pooled unit may have been found to exist in commercial quantities in, on or under the Leased Premises. The mining, drilling for, or production of the substance or substances committed to the pooled unit, and all operations conducted by Lessee in connection therewith on or within any such pooled unit shall be treated as if such mining, drilling, or production or operations in connection therewith were conducted on the Leased Premises. For the purpose of computing the royalties to which the Lessor or other owners of royalties on the production from the Leased Premises of the substance or substances committed to the pooled unit shall be entitled, there shall be allocated to said Lease the proportion of such production from any such unit (whether or not from the land covered by said Lease) that the number of surface acres covered by said Lease and included in the unit bears to the total number of surface acres in such unit; royalties shall be paid hereunder only on that portion of such production so allocated to said Lease, which shall be in lieu of any other royalties.

The above described lease, as hereby amended, is declared to be in full force and effect and the undersigned Lessors hereby grant, lease and let the above described premises unto said Lessee in accordance with and subject to the terms and provisions of said lease as amended by the terms and provisions of this instrument.

This instrument of amendment may be executed in any number of counterparts, each of which shall be deemed to be an original and shall be binding upon the party or parties executing the same whether or not a counterpart hereof shall be executed by each Lessor named in said lease.

WITNESS THE EXECUTION HEREOF this 20th day of NOVEMBER, 1961.

Bryan W Brooks

Emma Brooks

L. W. Shuntum, Trustee

ALPHA MINERAL COMPANY
753 W. CREEKSIDE DRIVE
HOUSTON 24, TEXAS

or in part; and in event Lessee does so, it shall be subrogated to such lien with right to enforce same and apply rentals and royalties accruing hereunder toward satisfying same. Without impairment of Lessee's rights under the warranty in event of failure of title, it is agreed that if Lessor owns an interest in the oil, gas or other minerals on, in or under said land less than the entire fee simple estate, whether or not this lease purports to cover the whole or a fractional interest, then the royalties and rentals to be paid Lessor shall be reduced in the proportion that his interest bears to the whole and undivided fee and in accordance with the nature of the estate of which Lessor is seized. Failure of Lessee to reduce rental paid hereunder shall not impair the right of Lessee to reduce royalties.

Should any one or more of the parties named above as Lessors fail to execute this lease, it shall nevertheless be binding upon the party or parties executing the same.

IN WITNESS WHEREOF this instrument is executed as of the date first above written.

Bryan W Brooks

Grace Brooks

LESSORS

LESSEE

ALPHA MINERAL COMPANY
753 W. CREEKSIDE DRIVE
HOUSTON 24, TEXAS

STATE OF Arkansas : On this day came before me, a
COUNTY OF Pulaski : Notary Public duly commissioned and acting within and for said county and state, Bryan W. Brooks to me well known as the Lessor in the foregoing instrument, and stated that he had executed the same for the consideration and purposes therein mentioned and set forth. And on the same day also voluntarily appeared before me Anna Brooks, wife of Bryan W. Brooks, to me well known, and in the absence of her said husband declared that she had of her own free will executed said instrument for the consideration and purposes therein contained and set forth without compulsion or undue influence of her said husband. WITNESS my hand and official seal on this 16TH day of July, 1960.

FRED McCULLOCH NOTARY PUBLIC PULASKI COUNTY, ARK.

Fred McCulloch
Notary Public in and for
Pulaski County,
State of Arkansas

STATE OF _____ : On this day came before me, a
COUNTY OF _____ : Notary Public duly commissioned and acting within and for said county and state, _____, to me well known as the Lessor in the foregoing instrument, and stated that he had executed the same for the consideration and purposes therein mentioned and set forth. WITNESS my hand and official seal on this ____ day of _____, 196_.

_____
Notary Public in and for
_____ County,
_____

STATE OF _____ : On this day before me, a Notary
COUNTY OF _____ : Public duly commissioned and acting within said county and state, appeared in person _____, to me personally well known, who stated that he is the _____ President of _____, a corporation, and is duly authorized in his capacity to execute the foregoing instrument for and in the name and behalf of said corporation and further stated and acknowledged that he had so signed, executed and delivered said foregoing instrument for the consideration, uses and purposes therein mentioned and set forth. WITNESS my hand and official seal on this ____ day of _____, 196_.

_____
Notary Public in and for
_____ County,
_____

ALPHA MINERAL COMPANY
753 W. CREEKSIDE DRIVE
HOUSTON 24, TEXAS

MISC. 1 PAGE 361

Exhibit "A"

Undivided One half of Mineral Rights in the Northeast of Northwest Quarter of Section 30; Twp 2 South; Range 14 West.

FILED FOR RECORD ON THIS THE 17TH DAY OF FEBRUARY, 1961, AT 2:58 P. M., AND SAME IS DULY RECORDED IN MISC. AT PAGE 352.

MARSHALL GIPSON
CIRCUIT CLERK AND RECORDER

BY Edna Crouch D.C.

ALPHA MINERAL COMPANY
753 W. CREEKSIDE DRIVE
HOUSTON 24, TEXAS

Lease #3

FILED
SALINE CIRCUIT &
CHANCERY CLERK

9:26 A M 21 NOV '61
BY Edna Crouch

MISC. 3 PAGE 53

AMENDMENT OF OIL, GAS AND MINERAL LEASE

THE STATE OF ARKANSAS )
)
COUNTY OF SALINE )

WHEREAS, under date of July 16, 1960 an oil, gas and mineral lease was executed by Bryan W. Brooks and wife, Anna Brooks, called "Lessor", in favor of L. W. MINTURN, called "Lessee", covering the following described land in Saline County, Arkansas:

Undivided one-half of mineral rights in the Northeast of Northwest Quarter of Section 30, Township 2 South, Range 14 West.

WHEREAS, the parties to said lease have agreed that the same shall be amended as hereinafter provided;

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS: That said Lessor and Lessee, in consideration of the mutual covenants and agreements herein contained and other good and valuable considerations, do hereby agree that the above described lease shall be and the same is hereby amended as follows:

ALPHA MINERAL COMPANY
753 W. CREEKSIDE DRIVE
HOUSTON 24, TEXAS

1. The royalty on magnetite or iron ore aggregate shall be five mills ($0.005) per iron unit (22.4 pounds of iron) rather than and in lieu of the royalty of 25¢ per ton as provided in Paragraph 2(c)(iii) of said lease.

2. The rates prescribed for the payment of royalties on sulphur, bauxite, magnetite and iron ore aggregate shall remain unchanged through the calendar year 1965 but at the beginning of the calendar year 1966 and at the beginning of each calendar year thereafter, a fraction shall be determined, the numerator of which shall be the average of the twelve (12) next preceding monthly publications of the Wholesale Commodity Price Index (all commodities), published by the Federal Reserve System, and the denominator of which shall be the average of the twelve (12) monthly publications of the Wholesale Commodity Price Index (all commodities) of the calendar year 1960; the rates provided for royalties on sulphur, bauxite and magnetite or iron ore aggregate shall be multiplied by this fraction and the result shall be adjusted to the nearest one cent (1¢) for sulphur and bauxite and to the nearest whole mill for magnetite or iron ore aggregate; such new rates shall be used for all payments due during the ensuing calendar year; the indexes referred to herein are those computed on a basis of an index of 100 for the average of the three years, 1947, 1948 and 1949.

3. Lessee is hereby granted the right, power and authority at the option of Lessee, at any time or times to pool, combine and unitize the land (hereinafter called the Leased Premises) covered by the above described lease (hereinafter called said Lease) or any portion thereof with any other land, lease or leases in the vicinity thereof, when in Lessee's judgment it is necessary or advisable so to do, for the purpose of developing and operating the Leased Premises and producing, mining and removing therefrom oil, gas or other minerals in accordance with the terms of said Lease. Such pooling may in any instance include all oil, gas and other minerals or may be limited to any one or more of such substances. Likewise, any such pooling may extend to and cover the production of the substance or substances committed to such pooled unit from any depth or may be limited to one or more zones, veins, depths, horizons or formations. Any pooled unit created hereunder shall not exceed 40 acres in surface area for oil, or 640 acres in surface area for gas, or 640 acres in surface area for any or all other minerals. The pooling by Lessee in any one or more instances shall not exhaust the right of Lessee to pool any remaining unpooled portion of the Leased Premises or any mineral not theretofore pooled into other units. Lessee shall file for record in the appropriate records of the county in which the Leased Premises are situated an instrument describing and designating the pooled acreage as a pooled unit, setting forth the effective date thereof and describing the acreage, zones, formations and substances pooled. The right, power and authority hereby given to Lessee for the formation of pooled units may be

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753 W. CREEKSIDE DRIVE
HOUSTON 24, TEXAS

with, but gas is not being sold or used, Lessee may pay as royalty, on or before ninety (90) days after the date on which said well is shut in and thereafter at monthly intervals, the sum of $25.00 Dollars and if such payment is made or tendered, this lease shall not terminate and it will be considered that gas is being produced from this lease in paying quantities;

(c) On all minerals other than oil and gas which shall be mined or produced from the Leased Premises and removed from said Leased Premises or used or sold by Lessee, the royalties shall be as follows: (i) on sulphur 100 ¢ per ton; (ii) on bauxite 75 ¢ per ton; (iii) on magnetite or iron ore aggregate 25 ¢ per ton; (iv) on fissionable minerals 10 % of the value thereof as determined or established by the Atomic Energy Commission or other governmental agency having jurisdiction; (v) on all other minerals 10 % of the value thereof at the well or mine or the same percentage of the net mill or smelter returns, whichever is greater; (vi) the word "ton" in all instances shall mean a long ton of 2240 pounds; (vii) for the purpose of calculating royalties on any mineral or ore on which the royalty is a percentage of the value and which is marketed off the Leased Premises, the cost of transportation shall be deducted and the phrase "net mill or smelter returns" shall mean the proceeds received by Lessee after deducting transportation, milling and smelting charges.



ALPHA MINERAL COMPANY
753 W. CREEKSIDE DRIVE
HOUSTON 24, TEXAS

All ores mined from the Leased Premises but not removed therefrom within ninety (90) days following the expiration or other termination of this lease shall be the property of Lessor.

3.

Lessee shall pay to Lessor annually in advance commencing one (1) year from the date hereof a rental in the amount of One Dollar ($1.00) per acre for the Leased Premises which, for the purpose of calculating such rental are estimated to comprise 6.67 mineral acres. Such rental shall be applied as a credit against royalties due to Lessor on minerals produced during the twelve months next succeeding the date of payment. Such rental may be paid to Lessor at the address shown above unless and until Lessee shall be notified of a different address or such payment may be made or tendered to Lessor in the 1006 West Hazel ~~Bank~~ at Benton, Arkansas. Any such payment may be made by the check or draft of Lessee mailed or delivered to Lessor at said address or to said bank. Lessee may at any time or times execute and deliver to Lessor or to the bank above named or place of record a release or releases of all or any part of the Leased Premises and be relieved of all obligations as to the acreage surrendered, and thereafter the rental above provided for shall be reduced in the proportion that the acreage covered hereby is reduced by such release or releases.

4.

If during the Primary Term Lessee shall conduct core drilling or other exploratory operations which do not indicate



ALPHA MINERAL COMPANY
753 W. CREEKSIDE DRIVE
HOUSTON 24, TEXAS

L. W. MINTURN
Petroleum Exploration Consultant
753 West Creekside Drive
Houston 24, Texas

July 15, 1961

Mr. and Mrs. W. C. McClendon
1006 West Hazel
Benton, Arkansas

Dear Mr. and Mrs. McClendon:

Enclosed herewith is the check of Alpha Mineral Co., in payment of annual rental on the Oil, Gas and Mineral Lease, dated July 29, 1960, which is recorded in Misc. 1 page 342, Saline County, Arkansas.

Yours very truly,

L. W. Minturn

LWM:cm
Enclosure

ALPHA MINERAL COMPANY
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HOUSTON 24, TEXAS

the presence of any mineral covered by this lease or if any mineral shall be discovered and produced and the production thereof shall cease during the Primary Term, this lease shall not thereby be terminated but shall continue in force during said Primary Term. If any mineral is mined and produced from the Leased Premises and the production or mining thereof shall cease after the Primary Term, this lease shall not terminate if Lessee resumes mining operations or commences operations for reworking any existing mine or well within ninety (90) days after such cessation of production.

5.

The failure of Lessee to make any payment of rental or royalty due hereunder or to keep or perform any covenant or agreement to be kept or performed by Lessee, in the manner and at the time herein specified, unless excused by force majeure or some other provision of this lease, shall constitute a default which shall at the option of Lessor be cause for termination of this lease unless such default has been remedied within sixty (60) days after Lessor has given notice in writing to Lessee specifying the facts relied upon as constituting a breach hereof or default hereunder and stating that the option to terminate this lease will be exercised if Lessee shall fail within sixty (60) days from the date of such notice to remedy such default.

6.

Notices required or permitted hereunder shall be in writing sent by registered United States mail, postage prepaid, to the address of Lessor and Lessee, respectively, as set forth above, unless and until either party shall notify the other of a change of address.



ALPHA MINERAL COMPAN
753 W. CREEKSIDE DRIVE
HOUSTON 24, TEXAS

7.

Lessee shall be excused from the performance of any drilling or mining operations or from the performance of any other obligation hereunder (except the payment of rentals and royalties) during such time as Lessee may be prevented from so doing by reason of force majeure. The term "force majeure" as used herein shall mean acts of God, fire, flood, power failure, accident or breakage to machinery or equipment, strikes, labor difficulties, arrests or restraints of government, wars, mob violence, storms, inability to obtain equipment or material, or any other cause, whether or not herein enumerated, which is not reasonably within the control of Lessee. During the continuance of any such condition of force majeure this lease shall continue in force regardless of any provision herein contained to the contrary notwithstanding.

8.

Lessee shall pay Lessor for actual damages to fences, growing crops or other property of Lessor caused by exploratory operations conducted by Lessee hereunder. In the event of actual mining operations, however, Lessee shall not be liable for any permanent damage to the land which may be caused by operations which are reasonably necessary in exercising the rights hereby granted to Lessee.

9.

Lessee shall make and keep an accurate record and account of all ores and other minerals mined and removed from the leased premises and the amounts received from the sale thereof. All such records and accounts shall be made available for the examination by Lessor or his representative at the offices of Lessee at any reasonable time. Lessor shall have the right



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at his sole risk at all times to observe and inspect any operations or workings being conducted by Lessee on the Leased Premises.

10.

Any taxes such as severance or production taxes imposed upon any mineral covered hereby shall be borne by the parties in proportion to their respective interests, and any such tax paid by Lessee shall be deducted before calculating the value of the minerals for the purpose of paying royalties.

11.

Any buildings, machinery or equipment erected, installed or placed by Lessee on the Leased Premises shall not be deemed to be fixtures, but shall remain the property of Lessee and may be removed by Lessee at any time during the term of this lease or within six (6) months after termination hereof.

12.

This lease and the rights of either party hereunder may be assigned in whole or in part, and the provisions hereof shall extend to the heirs, successors and assigns of the respective parties; but no change or division in such ownership shall be binding on Lessee until thirty (30) days after Lessee shall have been furnished notice thereof by registered United States mail together with a certified copy of the recorded instrument or instruments evidencing the same. In the event of assignment hereof in whole or in part, liability for breach of any obligation hereunder shall rest exclusively upon the owner of this lease, or portion hereof, committing such breach.

13.

Lessor hereby warrants and agrees to defend the title to said land and agrees that Lessee at its option may discharge any tax, mortgage or other lien upon said land, either in whole



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or in part; and in event Lessee does so, it shall be subrogated to such lien with right to enforce same and apply rentals and royalties accruing hereunder toward satisfying same. Without impairment of Lessee's rights under the warranty in event of failure of title, it is agreed that if Lessor owns an interest in the oil, gas or other minerals on, in or under said land less than the entire fee simple estate, whether or not this lease purports to cover the whole or a fractional interest, then the royalties and rentals to be paid Lessor shall be reduced in the proportion that his interest bears to the whole and undivided fee and in accordance with the nature of the estate of which Lessor is seized. Failure of Lessee to reduce rental paid hereunder shall not impair the right of Lessee to reduce royalties.

Should any one or more of the parties named above as Lessors fail to execute this lease, it shall nevertheless be binding upon the party or parties executing the same.

IN WITNESS WHEREOF this instrument is executed as of the date first above written.

W C M C Clendon

Nannie McClendon

LESSORS

LESSEE

ALPHA MINERAL COMPANY
753 W. CREEKSIDE DRIVE
HOUSTON 24, TEXAS

STATE OF Arkansas : On this day came before me, a
COUNTY OF Pulaski : Notary Public duly commissioned and acting within and for said county and state, W. C. McClendon to me well known as the Lessor in the foregoing instrument, and stated that he had executed the same for the consideration and purposes therein mentioned and set forth. And on the same day also voluntarily appeared before me Nannie McClendon, wife of W. C. McClendon, to me well known, and in the absence of her said husband declared that she had of her own free will executed said instrument for the consideration and purposes therein contained and set forth without compulsion or undue influence of her said husband. WITNESS my hand and official seal on this 27th day of July, 1960.

Fred McCulloch
Notary Public in and for
_____ County,
_____

FRED McCULLOCH NOTARY PUBLIC PULASKI COUNTY, ARK.

STATE OF _____ : On this day came before me, a
COUNTY OF _____ : Notary Public duly commissioned and acting within and for said county and state, _____, to me well known as the Lessor in the foregoing instrument, and stated that he had executed the same for the consideration and purposes therein mentioned and set forth. WITNESS my hand and official seal on this ____ day of _____, 196_.

_____
Notary Public in and for
_____ County,
_____

STATE OF _____ : On this day before me, a Notary
COUNTY OF _____ : Public duly commissioned and acting within said county and state, appeared in person _____, to me personally well known, who stated that he is the _____ President of _____, a corporation, and is duly authorized in his capacity to execute the foregoing instrument for and in the name and behalf of said corporation and further stated and acknowledged that he had so signed, executed and delivered said foregoing instrument for the consideration, uses and purposes therein mentioned and set forth. WITNESS my hand and official seal on this ____ day of _____, 196_.

_____
Notary Public in and for
_____ County,
_____

ALPHA MINERAL COMPANY
753 W. CREEKSIDE DRIVE
HOUSTON 24, TEXAS

# Exhibit "A"

Part of the N.E. 1/4 of the N.W. 1/4 of Section 30; Twp 2 South; Range 14 West; containing 13.35 acres of surface rights and 6.67 acres of Mineral Right undivided under the said described property, which property is as follows: Beginning at the N.W. corner of the N.E. 1/4 of the N.W. 1/4 of Section 30; Twp 2 South; Range 14 West; Thence East 675'; South 782' to the North side of Alcoa Pump Road; thence westerly 675'; Thence North 782' to point of beginning and containing 13.35 acres more or less.

FILED FOR RECORD ON THIS THE 17TH DAY OF FEBRUARY, 1961, AT 2:57 P. M., AND SAME IS DULY RECORDED IN MISC. BOOK 1, AT PAGE 342.

MARSHALL GIPSON
CIRCUIT CLERK AND RECORDER

BY Edna Crouch D.C.

ALPHA MINERAL COMPANY
753 W. CREEKSIDE DRIVE
HOUSTON 24, TEXAS

Lease #23

FILED
SALINE CIRCUIT &
CHANCERY CLERK

MISC. 3 PAGE 49

9:25 A M 21 NOV '61
BY Edna Crouch

AMENDMENT OF OIL, GAS AND MINERAL LEASE

THE STATE OF ARKANSAS )
)
COUNTY OF SALINE )

WHEREAS, under date of July 27, 1960 an oil, gas and mineral lease was executed by W. C. McClendon and wife, Nannie McClendon, called "Lessor", in favor of L. W. MINTURN, called "Lessee", covering the following described land in Saline County, Arkansas:

Part of the Northeast 1/4 of the Northwest 1/4 of Section 30, Township 2 South, Range 14 West, containing 13.35 acres of surface rights and 6.67 acres of Mineral Rights undivided under the said described property, which property is as follows:

Beginning at the Northwest corner of the Northeast 1/4 of the Northwest 1/4 of Section 30, Township 2 South, Range 14 West;
Thence East 675', South 782' to the North side of Alcoa Pump Road;
Thence westerly 675';
Thence North 782' to point of beginning and containing 13.35 acres, more or less.

WHEREAS, the parties to said lease have agreed that the same shall be amended as hereinafter provided;

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS: That said Lessor and Lessee, in consideration of the mutual covenants and agreements herein contained and other good and valuable considerations, do hereby agree that the above described lease shall be and the same is hereby amended as follows:

ALPHA MINERAL COMPANY
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HOUSTON 24, TEXAS

1. The royalty on magnetite or iron ore aggregate shall be five mills ($0.005) per iron unit (22.4 pounds of iron) rather than and in lieu of the royalty of 25¢ per ton as provided in Paragraph 2(c)(iii) of said lease.

2. The rates prescribed for the payment of royalties on sulphur, bauxite, magnetite and iron ore aggregate shall remain unchanged through the calendar year 1965 but at the beginning of the calendar year 1966 and at the beginning of each calendar year thereafter, a fraction shall be determined, the numerator of which shall be the average of the twelve (12) next preceding monthly publications of the Wholesale Commodity Price Index (all commodities), published by the Federal Reserve System, and the denominator of which shall be the average of the twelve (12) monthly publications of the Wholesale Commodity Price Index (all commodities) of the calendar year 1960; the rates provided for royalties on sulphur, bauxite and magnetite or iron ore aggregate shall be multiplied by this fraction and the result shall be adjusted to the nearest one cent (1¢) for sulphur and bauxite and to the nearest whole mill for magnetite or iron ore aggregate; such new rates shall be used for all payments due during the ensuing calendar year; the indexes referred to herein are those computed on a basis of an index of 100 for the average of the three years, 1947, 1948 and 1949.

3. Lessee is hereby granted the right, power and authority at the option of Lessee, at any time or times to pool, combine and unitize the land (hereinafter called the Leased Premises) covered by the above described lease (hereinafter called said Lease) or any portion thereof with any other land, lease or leases in the vicinity thereof, when in Lessee's judgment it is necessary or advisable so to do, for the purpose of developing and operating the Leased Premises and producing, mining and removing therefrom oil, gas or other minerals in accordance with the terms of said Lease. Such pooling may in any instance include all oil, gas and other minerals or may be limited to any one or more of such substances. Likewise, any such pooling may extend to and cover the production of the substance or substances committed to such pooled unit from any depth or may be limited to one or more zones, veins, depths, horizons or formations. Any pooled unit created hereunder shall not exceed 40 acres in surface area for oil, or 640 acres in surface area for gas, or 640 acres in surface area for any or all other minerals. The pooling by Lessee in any one or more instances shall not exhaust the right of Lessee to pool any remaining unpooled portion of the Leased Premises or any mineral not theretofore pooled into other units. Lessee shall file for record in the appropriate records of the county in which the Leased Premises are situated an instrument describing and designating the pooled acreage as a pooled unit, setting forth the effective date thereof and describing the acreage, zones, formations and substances pooled. The right, power and authority hereby given to Lessee for the formation of pooled units may be

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exercised either before or after a well or mine has been drilled or opened or before or after the substance or substances committed to such pooled unit may have been found to exist in commercial quantities in, on or under the Leased Premises. The mining, drilling for, or production of the substance or substances committed to the pooled unit, and all operations conducted by Lessee in connection therewith on or within any such pooled unit shall be treated as if such mining, drilling, or production or operations in connection therewith were conducted on the Leased Premises. For the purpose of computing the royalties to which the Lessor or other owners of royalties on the production from the Leased Premises of the substance or substances committed to the pooled unit shall be entitled, there shall be allocated to said Lease the proportion of such production from any such unit (whether or not from the land covered by said Lease) that the number of surface acres covered by said Lease and included in the unit bears to the total number of surface acres in such unit; royalties shall be paid hereunder only on that portion of such production so allocated to said Lease, which shall be in lieu of any other royalties.

The above described lease, as hereby amended, is declared to be in full force and effect and the undersigned Lessors hereby grant, lease and let the above described premises unto said Lessee in accordance with and subject to the terms and provisions of said lease as amended by the terms and provisions of this instrument.

This instrument of amendment may be executed in any number of counterparts, each of which shall be deemed to be an original and shall be binding upon the party or parties executing the same whether or not a counterpart hereof shall be executed by each Lessor named in said lease.

WITNESS THE EXECUTION HEREOF this 15 day of November 1961.

W C McClendon

Fannie McClendon

F. W. Martin Jr.

ALPHA MINERAL COMPANY
753 W. CREEKSIDE DRIVE
HOUSTON 24, TEXAS

BISC. 3 PAGE 52

STATE OF _____ )
)
COUNTY OF _____ )

On this day came before me, a Notary Public duly commissioned and acting within and for said county and state,

_____,
to me well known as the Lessor in the foregoing instrument, and stated that _he had executed the same for the consideration and purposes therein mentioned and set forth.

WITNESS my hand and official seal on this ___ day of _____, 196__.

_____
Notary Public in and for
_____ County, _____

STATE OF Arkansas )
)
COUNTY OF Saline )

On this day came before me, a Notary Public duly commissioned and acting within and for said county and state,

N. C. McClendon

to me well known as the Lessor_ in the foregoing instrument, and stated that _he_ had executed the same for the consideration and purposes therein mentioned and set forth. And on the same day also voluntarily appeared before me

Nannie McClendon, wife (wives)

of N. C. McClendon,

to me well known, and in the absence of her (their) husband(s) declared that she (they) had of her (their) own free will executed said instrument for the consideration and purposes therein contained and set forth without compulsion or undue influence of her (their) said husband(s).

WITNESS my hand and official seal on this 15th day of November, 1961.

U.S. NOTARY PUBLIC SALINE CO.

Carol Eugene 9-1-65

A. A. Hogue
Notary Public in and for
Saline County, Ark

## CERTIFICATE OF RECORD

STATE OF ARKANSAS }
COUNTY OF SALINE } SS

I, MARSHALL GIPSON, Circuit Clerk and Ex-Officio Recorder for the County aforesaid, do hereby certify that the annexed and foregoing instrument of writing was filed for record in my office on the 21st day of November A. D., 1961 at 9:25 o'clock A M., and the same is now duly recorded, with the acknowledgments and certificates thereon, in MISC. Book 3 Page 49

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of said Court, this 21st day of November 1961

Marshall Gipson
CIRCUIT CLERK AND EX-OFFICIO RECORDER

_____ D. C.

SEAL OF CIRCUIT COURT SALINE COUNTY

ALPHA MINERAL COMPANY
753 W. CREEKSIDE DRIVE
HOUSTON 24, TEXAS

3 5¢
pd

L. W. Minturn
753 West Creekside Drive
Houston 24, Texas

ALPHA MINERAL COMPANY
753 W. CREEKSIDE DRIVE
HOUSTON 24, TEXAS

FRANK RYBA
P. O. BOX 6401
SU-2-7874

# CONTINENTAL BANK
& Trust Company

35-106
1130

No. 1313

HOUSTON, TEXAS, Nov. 20, 1961. 19

PAY TO THE ORDER OF Bryan W. Brooks and Anna Brooks $ 180.00

---ONE HUNDRED EIGHTY AND no/100--- DOLLARS

BY ENDORSEMENT THIS CHECK IS ACCEPTED IN FULL PAYMENT OF THE FOLLOWING ACCOUNT

Amend to OG&M lease on NE¼ NW¼ Sec 30, T-2-S, R-14-W, Saline Co., Ark.

FRANK RYBA

By Frank Ryba

OFFICIAL FILE COPY
RECEIVED
NOV 22 1961

ALPHA MINERAL COMPANY
753 W. CREEKSIDE DRIVE
HOUSTON

THE UNION BANK OF TEXAS
DALLAS, TEXAS
ROYAL NATIONAL BANK
EL DORADO, ARKANSAS
PAY TO THE ORDER OF ANY
BANK BANKER OR TRUST COMPANY
ALL PRIOR ENDORSEMENTS GUARANTEED
FRANK RYBA
NOV 21 61
NOV 22 1961
81 25

Bryan W. Brooks
Anna Brooks

FILED #3
SALINE CIRCUIT &
CHANCERY CLERK

#3

MISC. 1 PAGE 352 2:58 PM 17 FEB '61
BY Ruth Lifsey

OIL, GAS AND MINERAL LEASE

THE STATE OF ARKANSAS )
COUNTY OF Saline )

This agreement made this 16th day of July, 1960, between Bryan W. Brooks and Anna Brooks (his wife), (hereinafter called "Lessor" whether one or more), whose address is 1005 Jackmon Street, Benton, Ark. and L. W. Minturn, as Lessee, whose address is 753 West Creekside Drive Houston 24, Texas

W I T N E S S E T H:

Lessor in consideration of $ Twenty-one and no/100 cash in hand paid by Lessee, the receipt of which is hereby acknowledged and in consideration of the rentals and royalties herein provided for, does hereby GRANT, LEASE and LET exclusively unto Lessee the land described in Exhibit "A" which is attached hereto and made a part hereof, (hereinafter called the "Leased Premises") for the purpose of investigating, exploring, prospecting, drilling, excavating, mining for, producing, treating, storing, handling, transporting and carrying away oil, gas, bauxite, sulphur, magnetite and all other minerals, together with the right of ingress and egress to and from the Leased Premises and the right to bore prospect holes, sink shafts or slopes, build and construct roads, pipelines, power stations, power lines, telephone lines, tanks and to erect and maintain machinery or equipment for



ALPHA MINERAL COMPANY
753 W. CREEKSIDE DRIVE
HOUSTON 24, TEXAS

ALPHA MINERAL CO.
753 WEST CREEKSIDE DR.
Houston 24, Texas

0

HOUSTON, TEXAS Jul 15, 1961 No. 32

FIRST CITY NATIONAL BANK
OF HOUSTON

351
1130

PAY TO THE ORDER OF Bryan W. Brooks, and wife, Anna Brooks $ 21.00

Twenty-one Dollars and no/100 DOLLARS

Payment of annual rental on lease from Bryan W. Brooks, et ux, to L. W. Minturn, dated July 16, 1960, and recorded in Misc. 1 page 352, Saline County, Arkansas.

ALPHA MINERAL CO.

By L. W. Minturn

L. W. Minturn - General Partner

3

3

Bryan W. Brooks
Anna Brooks

ALPHA MINERAL COMPANY
753 W. CREEKSIDE DRIVE
HOUSTON 24, TEXAS

AUG 25 1961

AUG 4 1961

P.E.G.

COMMERCIAL NATIONAL BANK
LITTLE ROCK ARKANSAS

the production, removal or benefication of minerals or ores which may be found in, on or under the Leased Premises.

This lease is made, executed and delivered subject to the following terms and conditions:

1.

This lease shall be for a term of ten (10) years from the date hereof (called "Primary Term") and as long thereafter as any mineral is produced from the Leased Premises or Lessee is engaged with no cessation of more than sixty (60) consecutive days in exploratory or mining operations on the Leased Premises for the discovery or production of minerals.

2.

The royalties to be paid by Lessee are:

(a) on oil, one-eighth (1/8) of that produced and saved from said land, the same to be delivered at the wells or to the credit of Lessor into the pipeline to which the wells may be connected; Lessee may from time to time purchase any royalty oil in its possession, paying the market price therefor prevailing for the field where produced on the date of purchase;

(b) on gas, including casinghead gas or other gaseous substance, produced from said land and sold or used off the premises or for the extraction of gasoline or other product therefrom the market value at the well of one-eighth (1/8) of the gas so sold or used, provided that on gas sold at the wells the royalty shall be one-eighth (1/8) of the amount realized from such sale; while there is a gas well on this lease or on acreage pooled there-



ALPHA MINERAL COMPANY
753 W. CREEKSIDE DRIVE
HOUSTON 24, TEXAS

L. W. MINTURN
Petroleum Exploration Consultant
753 West Creekside Drive
Houston 24, Texas

July 15, 1961

Mr. and Mrs. Bryan W. Brooks
1005 Jackmon Street
Benton, Arkansas

Dear Mr. and Mrs. Brooks:

Enclosed herewith is the check of Alpha Mineral Co., in payment of annual rental on the Oil, Gas and Mineral Lease, dated July 16, 1960, which is recorded in Misc. 1 page 352, Saline County, Arkansas.

Yours very truly,

L. W. Minturn

LWM:cm
Enclosure

ALPHA MINERAL COMPANY
753 W. CREEKSIDE DRIVE
HOUSTON 24, TEXAS

with, but gas is not being sold or used, Lessee may pay as royalty, on or before ninety (90) days after the date on which said well is shut in and thereafter at monthly intervals, the sum of _____ Dollars and if such payment is made or tendered, this lease shall not terminate and it will be considered that gas is being produced from this lease in paying quantities;

(c) On all minerals other than oil and gas which shall be mined or produced from the Leased Premises and removed from said Leased Premises or used or sold by Lessee, the royalties shall be as follows: (i) on sulphur 100 ¢ per ton; (ii) on bauxite 75 ¢ per ton; (iii) on magnetite or iron ore aggregate 25 ¢ per ton; (iv) on fissionable minerals 10 % of the value thereof as determined or established by the Atomic Energy Commission or other governmental agency having jurisdiction; (v) on all other minerals 10 % of the value thereof at the well or mine or the same percentage of the net mill or smelter returns, whichever is greater; (vi) the word "ton" in all instances shall mean a long ton of 2240 pounds; (vii) for the purpose of calculating royalties on any mineral or ore on which the royalty is a percentage of the value and which is marketed off the Leased Premises, the cost of transportation shall be deducted and the phrase "net mill or smelter returns" shall mean the proceeds received by Lessee after deducting transportation, milling and smelting charges.



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753 W. CREEKSIDE DRIVE
HOUSTON 24, TEXAS

All ores mined from the Leased Premises but not removed therefrom within ninety (90) days following the expiration or other termination of this lease shall be the property of Lessor.

3.

Lessee shall pay to Lessor annually in advance commencing one (1) year from the date hereof a rental in the amount of One Dollar ($1.00) per acre for the Leased Premises which, for the purpose of calculating such rental are estimated to comprise 21 acres. Such rental shall be applied as a credit against royalties due to Lessor on minerals produced during the twelve months next succeeding the date of payment. Such rental may be paid to Lessor at the address shown above unless and until Lessee shall be notified of a different address or such payment may be made or tendered to Lessor in the 1005 Jackson Street ~~Bank~~ at Benton, Arkansas. Any such payment may be made by the check or draft of Lessee mailed or delivered to Lessor at said address or to said bank. Lessee may at any time or times execute and deliver to Lessor or to the bank above named or place of record a release or releases of all or any part of the Leased Premises and be relieved of all obligations as to the acreage surrendered, and thereafter the rental above provided for shall be reduced in the proportion that the acreage covered hereby is reduced by such release or releases.

4.

If during the Primary Term Lessee shall conduct core drilling or other exploratory operations which do not indicate



ALPHA MINERAL COMPANY
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HOUSTON 24, TEXAS

the presence of any mineral covered by this lease or if any mineral shall be discovered and produced and the production thereof shall cease during the Primary Term, this lease shall not thereby be terminated but shall continue in force during said Primary Term. If any mineral is mined and produced from the Leased Premises and the production or mining thereof shall cease after the Primary Term, this lease shall not terminate if Lessee resumes mining operations or commences operations for reworking any existing mine or well within ninety (90) days after such cessation of production.

5.

The failure of Lessee to make any payment of rental or royalty due hereunder or to keep or perform any covenant or agreement to be kept or performed by Lessee, in the manner and at the time herein specified, unless excused by force majeure or some other provision of this lease, shall constitute a default which shall at the option of Lessor be cause for termination of this lease unless such default has been remedied within sixty (60) days after Lessor has given notice in writing to Lessee specifying the facts relied upon as constituting a breach hereof or default hereunder and stating that the option to terminate this lease will be exercised if Lessee shall fail within sixty (60) days from the date of such notice to remedy such default.

6.

Notices required or permitted hereunder shall be in writing sent by registered United States mail, postage prepaid, to the address of Lessor and Lessee, respectively, as set forth above, unless and until either party shall notify the other of a change of address.

ALPHA MINERAL COMPANY
753 W. CREEKSIDE DRIVE
HOUSTON 24, TEXAS

7.

Lessee shall be excused from the performance of any drilling or mining operations or from the performance of any other obligation hereunder (except the payment of rentals and royalties) during such time as Lessee may be prevented from so doing by reason of force majeure. The term "force majeure" as used herein shall mean acts of God, fire, flood, power failure, accident or breakage to machinery or equipment, strikes, labor difficulties, arrests or restraints of government, wars, mob violence, storms, inability to obtain equipment or material, or any other cause, whether or not herein enumerated, which is not reasonably within the control of Lessee. During the continuance of any such condition of force majeure this lease shall continue in force regardless of any provision herein contained to the contrary notwithstanding.

8.

Lessee shall pay Lessor for actual damages to fences, growing crops or other property of Lessor caused by exploratory operations conducted by Lessee hereunder. In the event of actual mining operations, however, Lessee shall not be liable for any permanent damage to the land which may be caused by operations which are reasonably necessary in exercising the rights hereby granted to Lessee.

9.

Lessee shall make and keep an accurate record and account of all ores and other minerals mined and removed from the leased premises and the amounts received from the sale thereof. All such records and accounts shall be made available for the examination by Lessor or his representative at the offices of Lessee at any reasonable time. Lessor shall have the right



ALPHA MINERAL COMPANY
753 W. CREEKSIDE DRIVE
HOUSTON 24, TEXAS

at his sole risk at all times to observe and inspect any operations or workings being conducted by Lessee on the Leased Premises.

10.

Any taxes such as severance or production taxes imposed upon any mineral covered hereby shall be borne by the parties in proportion to their respective interests, and any such tax paid by Lessee shall be deducted before calculating the value of the minerals for the purpose of paying royalties.

11.

Any buildings, machinery or equipment erected, installed or placed by Lessee on the Leased Premises shall not be deemed to be fixtures, but shall remain the property of Lessee and may be removed by Lessee at any time during the term of this lease or within six (6) months after termination hereof.

12.

This lease and the rights of either party hereunder may be assigned in whole or in part, and the provisions hereof shall extend to the heirs, successors and assigns of the respective parties; but no change or division in such ownership shall be binding on Lessee until thirty (30) days after Lessee shall have been furnished notice thereof by registered United States mail together with a certified copy of the recorded instrument or instruments evidencing the same. In the event of assignment hereof in whole or in part, liability for breach of any obligation hereunder shall rest exclusively upon the owner of this lease, or portion hereof, committing such breach.

13.

Lessor hereby warrants and agrees to defend the title to said land and agrees that Lessee at its option may discharge any tax, mortgage or other lien upon said land, either in whole



ALPHA MINERAL COMPANY
753 W. CREEKSIDE DRIVE
HOUSTON 24, TEXAS

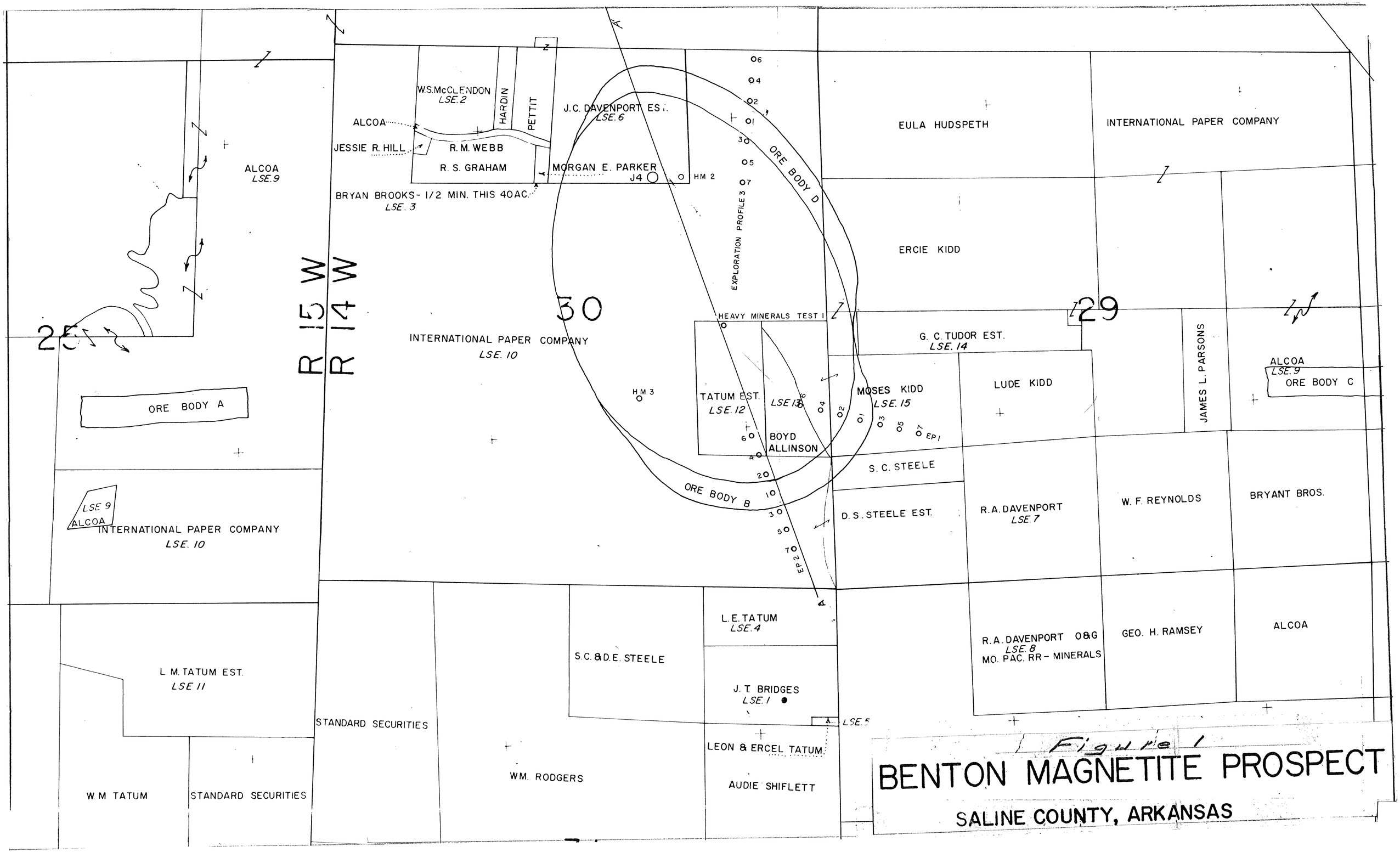
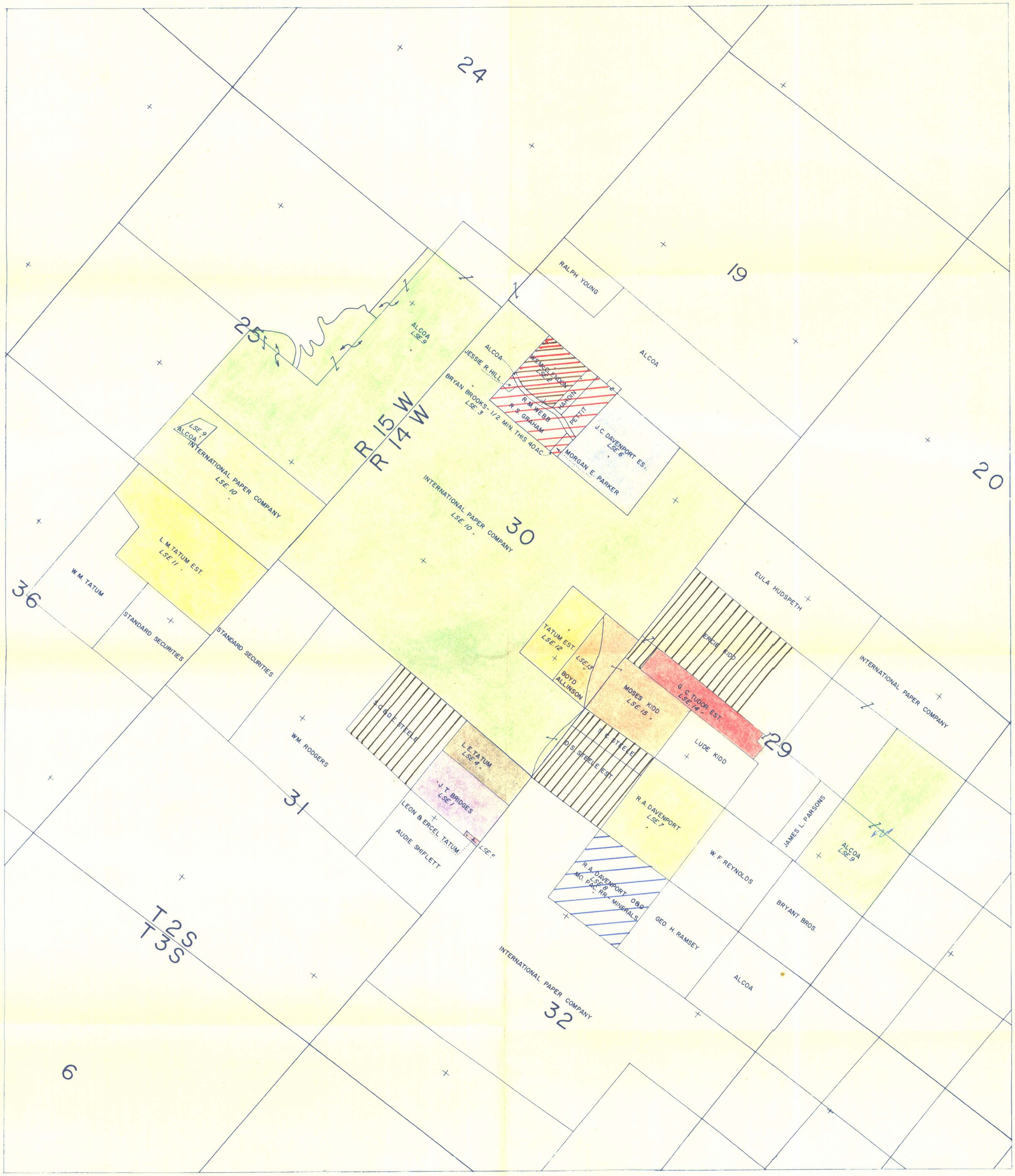



Figure 1

# BENTON MAGNETITE PROSPECT

SALINE COUNTY, ARKANSAS




THE ALPHA MINERAL COMPANY
HOUSTON, TEXAS
MAP OF

# THE BENTON MAGNETITE PROSPECT

SALINE COUNTY, ARKANSAS

—OWNERSHIP MAP—

MAP I

RETURN TO

ALPHA MINERAL COMPANY
753 W. CREEKSIDE DRIVE
HOUSTON 24, TEXAS

LEGEND
- LEASED IN FULL
- PARTIALLY LEASED
- OFFER TO LEASE MADE
- ORE BODY
- ○2 CORE TEST

SEPT. 17, 1960