

OIL, GAS AND MINERAL LEASE

THIS AGREEMENT made this 6th day of May, 1992, between
Macedonia Baptist Church South

lessor (whether one or more), whose address is: Route 3, Montevallo, Alabama 35115
and McKenzie Methane Corporation, 7880 San Felipe, Suite 100, Houston, TX 77063 lessee, WITNESSETH:

-----Ten and More----- Dollars, receipt
1. Lessor, in consideration of and of the covenants and agreements of lessee hereinafter contained, does hereby grant, lease and let unto lessee the land
covered hereby for the purposes and with the exclusive right of exploring, drilling, mining and operating for, producing and owning oil, gas, sulphur and all other
minerals (whether or not similar to those mentioned), together with the right to make surveys on said land, lay pipe lines, establish and utilize facilities for
surface or subsurface disposal of salt water, construct roads and bridges, dig canals, build tanks, power stations, power lines, telephone lines, employee houses
and other structures on said land, necessary or useful in lessee's operations in exploring, drilling for, producing, treating, storing and transporting minerals
produced from the land covered hereby or any other land adjacent thereto. The land covered hereby, herein called "said land", is located in the
County of Shelby State of Alabama and is described as follows:

TOWNSHIP 22 SOUTH, RANGE 4 WEST

- Section 1: Begin at the Southwest corner of the NE $\frac{1}{4}$ of the NW $\frac{1}{4}$, Section 1, Township
Parcel 1. 22 South, Range 4 West, Shelby County, Alabama; thence East for a distance
of 7.00 chains to the point of beginning; thence N 15 degrees East 5.50
chains; thence N 8 degrees East 6.80 chains; thence N 89 degrees East 1.84
chains; thence N 65 degrees East 4.00 chains; thence S 13 degrees East
1.70 chains; thence S 20 degrees East 3.75 chains; thence S 31 degrees
West 4.60 chains; thence S 30 degrees East 4.00 chains to the South line
of the NE $\frac{1}{4}$ of NW $\frac{1}{4}$; thence West along said forty line 10.14 chains to point
of beginning. The above described land is in the NE $\frac{1}{4}$ of NW $\frac{1}{4}$, Section 1,
Township 22 South, Range 4 West, and contains 8.64 acres, more or less.
- Parcel 2. Begin at the point of beginning described in parcel 1; thence East 10.14
chains; thence S 82 degrees West 10.50 chains; thence N 4 degrees East
2.24 chains to the point of beginning. The above described land is in the
SE $\frac{1}{4}$ of NW $\frac{1}{4}$, Section 1, Township 22 South, Range 4 West, and contains 0.68
acres, more or less.

See EXHIBIT A attached hereto and made a part hereof for additional provisions.

Source of Title: Book 216, Page 52.

This lease also covers and includes, in addition to that above described, all land, if any, contiguous or adjacent to or adjoining the land above described and
(a) owned or claimed by lessor by limitation, prescription, possession, reversion or unrecorded instrument or (b) as to which lessor has a preference right of
acquisition. Lessor agrees to execute any supplemental instrument requested by lessee for a more complete or accurate description of said land. For the pur-
pose of determining the amount of any bonus or other payment hereunder, said land shall be deemed to contain 9.32 acres.

2. Unless sooner terminated or longer kept in force under other provisions hereof, this lease shall remain in force for a term of Three (3) years from the
date hereof, hereinafter called "primary term", and as long thereafter as operations, as hereinafter defined, are conducted upon said land with no cessation for
more than ninety (90) consecutive days.

3. As royalty, lessee covenants and agrees: (a) To deliver to the credit of lessor, in the pipe line to which lessee may connect its wells, the equal one-
eighth part of all oil produced and saved by lessee from said land, or from time to time, at the option of lessee, to pay lessor the average posted market price
of such one-eighth part of such oil at the well as of the day it is run to the pipe line or storage tanks, lessor's interest, in either case, to bear one-eighth
of the cost of treating oil to render it marketable pipe line oil; (b) To pay lessor on gas and casinghead gas produced from said land (1) when sold by lessee,
one-eighth of the amount realized by lessee, computed at the mouth of the well, or (2) when used by lessee off said land or in the manufacture of gasoline or
other products, the market value, at the mouth of the well, of one-eighth of such gas and casinghead gas; (c) To pay lessor on all other minerals mined and
marketed or utilized by lessee from said land, one-tenth either in kind or value at the well or mine at lessee's election, except that on sulphur mined and mar-
keted the royalty shall be one dollar (\$1.00) per long ton. If, at the expiration of the primary term or at any time or times thereafter, there is any well on
said land or on lands with which said land or any portion thereof has been pooled, capable of producing gas or any other mineral covered hereby, and all such
wells are shut-in, this lease shall, nevertheless, continue in force as though operations were being conducted on said land for so long as said wells are shut-in,
and thereafter this lease may be continued in force as if no shut-in had occurred. Lessee covenants and agrees to use reasonable diligence to produce, utilize,
or market the minerals capable of being produced from said wells, but in the exercise of such diligence, lessee shall not be obligated to install or furnish facil-
ities other than well facilities and ordinary lease facilities of flow lines, separator, and lease tank, and shall not be required to settle labor trouble or to market
gas upon terms unacceptable to lessee. If, at any time or times after the expiration of the primary term, all such wells are shut-in for a period of ninety con-
secutive days, and during such time there are no operations on said land, then at or before the expiration of said ninety day period, lessee shall pay or
tender, by check or draft of lessee, as royalty, a sum equal to one dollar (\$1.00) for each acre of land then covered hereby. Lessee shall make like payments
or tenders at or before the end of each anniversary of the expiration of said ninety day period if upon such anniversary this lease is being continued in force
solely by reason of the provisions of this sub-paragraph. Each such payment or tender shall be made to the parties who at the time of payment would be en-
titled to receive the royalties which would be paid under this lease if the wells were producing, or may be deposited to such parties credit in the

Merchants and Planters Bank

at Montevallo, Al 35115, or its successors, which shall continue as the depositories, regardless of changes in the own-
ership of shut-in royalty. If at any time that lessee pays or tenders shut-in royalty, two or more parties are, or claim to be, entitled to receive same, lessee
may, in lieu of any other method of payment herein provided, pay or tender such shut-in royalty, in the manner above specified, either jointly to such parties
or separately to each in accordance with their respective ownerships thereof, as lessee may elect. Any payment hereunder may be made by check or
draft of lessee deposited in the mail or delivered to the party entitled to receive payment or to a depository bank provided for above on or before the last date
for payment. Nothing herein shall impair lessee's right to release as provided in paragraph 5 hereof. In the event of assignment of this lease in whole or in
part, liability for payment hereunder shall rest exclusively on the then owner or owners of this lease, severally as to acreage owned by each.

4. Lessee is hereby granted the right, at its option, to pool or unitize all or any part of said land and of this lease as to any or all minerals or horizons
thereunder, with other lands, lease or leases, or portion or portions thereof, or mineral or horizon thereunder, so as to establish units containing not more than
80 surface acres plus 10% acreage tolerance; provided, however, a unit may be established or an existing unit may be enlarged to contain not more than 640
acres plus 10% acreage tolerance, if unitized only as to gas or only as to gas and liquid hydrocarbons (condensate) which are not a liquid in the subsurface
reservoir. If larger units are required, under any governmental rule or order, for the drilling or operation of a well at a regular location, or for obtaining
maximum allowable, from any well to be drilled, drilled, or already drilled, any such unit may be established or enlarged, to conform to the size required by
such governmental order or rule. Lessee shall exercise said option as to each desired unit by executing an instrument identifying such unit and filing it for
record in the public office in which this lease is recorded. Each of said options may be exercised by lessee from time to time, and whether before or after
production has been established either on said land or on the portion of said land included in the unit or on other land unitized therewith and any such unit
may include any well to be drilled, being drilled or already completed. A unit established hereunder shall be valid and effective for all purposes of this
lease even though there may be land or mineral, royalty or leasehold interests in land within the unit which are not pooled or unitized. Any operations con-
ducted on any part of such unitized land shall be considered, for all purposes, except the payment of royalty, operations conducted under this lease. There
shall be allocated to the land covered by this lease included in any such unit that proportion of the total production of unitized minerals from wells in the
unit, after deducting any used in lease or unit operations, which the number of surface acres in the land covered by this lease included in the unit bears to
the total number of surface acres in the unit. The production so allocated shall be considered for all purposes, including the payment or delivery of royalty, over-
riding royalty, and any other payments out of production, to be the entire production of unitized minerals from the portion of said land covered hereby and
included in such unit in the same manner as though produced from said land under the terms of this lease. The owner of the reversionary estate of any term
of term requiring production of oil or gas. The formation of such unit shall not have the effect of changing the ownership of any shut-in production royalty
which may become payable under this lease. Neither shall it impair the right of lessee to release from this lease all or any portion of said land, except
that lessee may not so release as to lands within a unit while there are operations thereon for unitized minerals unless all pooled leases are released as to
lands within the unit. Lessee may dissolve any unit established hereunder by filing for record in the public office where this lease is recorded a declaration to
that effect, if at that time no operations are being conducted thereon for unitized minerals. Subject to the provisions of this paragraph 4, a unit once
established hereunder shall remain in force so long as any lease subject thereto shall remain in force. A unit may be so established, modified or dissolved dur-
ing the life of this lease.

5. Lessee may at any time and from time to time execute and deliver to lessor or file for record a release or releases of this lease as to any part or
all of said land or of any mineral or horizon thereunder, and thereby be relieved of all obligations as to the released acreage or interest.

6. This is a PAID-UP LEASE. In consideration of the down cash payment, Lessor agrees that Lessee shall not be obligated except as otherwise
provided herein, in commencing or continuing any operations during the primary term. Whenever used in this lease the word "operations" shall mean opera-
tions for and any of the following: drilling, testing, completing, reworking, recompleting, deepening, plugging back or repairing of a well in search for or in
an endeavor to obtain production of oil, gas, sulphur or other minerals, excavating a mine, production of oil, gas, sulphur or other mineral, whether or not
in paying quantities.

7. Lessee shall have the use, free from royalty, of water, other than from lessor's water wells, and of oil and gas produced from said land in all operations
hereunder. Lessee shall have the right at any time to remove all machinery and fixtures placed on said land, including the right to draw and remove casing.
No well shall be drilled nearer than 200 feet to the house or barn now on said land without the consent of the lessor. Lessee shall pay for damages caused
by its operations to growing crops and timber on said land.

For recording purposes this lease contains 9.32 net acres.

0102 036

8. The rights and covenants of any party hereto may be assigned from time to time in whole or in part and as to any mineral or boronum. All of the covenants, obligations, and considerations of this lease shall extend to and be binding upon the parties hereto, their heirs, successors, assigns, and successive assigns. No change or division in the ownership of said land, royalties, or other moneys, or any part thereof, however effected, shall increase the obligations or diminish the rights of lessee, including, but not limited to, the location and drilling of wells and the measurement of production. Notwithstanding any other actual or constructive knowledge or notice thereof or to lessee, its successors or assigns, no change or division in the ownership of said land or of the royalties, or other moneys, or the right to receive the same, however effected, shall be binding upon the then record owner of this lease until thirty (30) days after there has been furnished to such record owner at his or its principal place of business by lessor or lessor's heirs, successors, or assigns, notice of such change or division, supported by either originals or duly certified copies of the instruments which have been properly filed for record and which evidence such change or division, and of such court records and proceedings, transcripts, or other documents as shall be necessary in the opinion of such record owner to establish the validity of such change or division. If any such change in ownership occurs by reason of the death of the owner, lessee may, nevertheless, pay or tender such royalties, or other moneys, or part thereof, to the credit of the decedent in a depository bank provided for above.

9. In the event lessor considers that lessee has not complied with all its obligations hereunder, both express and implied, lessor shall notify lessee in writing, setting out specifically in what respects lessee has breached this contract. Lessee shall then have sixty (60) days after receipt of said notice within which to meet or commence to meet all or any part of the breaches alleged by lessor. The service of said notice shall be precedent to the bringing of any action by lessor on said lease for any cause, and no such action shall be brought until the lapse of sixty (60) days after service of such notice on lessee. Neither the service of said notice nor the doing of any acts by lessee aimed to meet all or any of the alleged breaches shall be deemed an admission or presumption that lessee has failed to perform all its obligations hereunder. Should it be ascertained in any notice given to the lessee under the provisions of this paragraph that lessee has failed to comply with any implied obligation or covenant hereof, this lease shall not be subject to cancellation for any such cause except after final judicial ascertainment that such failure exists and lessee has then been afforded a reasonable time to prevent cancellation by complying with and discharging its obligations as to which lessee has been judicially determined to be in default. If this lease is cancelled for any cause, it shall nevertheless remain in force and effect as to (1) sufficient acreage around each well as to which there are operations to constitute a drilling or maximum allowable unit under applicable governmental regulations, (but in no event less than forty acres), such acreage to be designated by lessee as nearly as practicable in the form of a square centered at the well, or in such shape as then existing spacing rules require; and (2) any part of said land included in a pooled unit on which there are operations. Lessee shall also have such easements on said land as are necessary to operations on the acreage so retained. Lessor's rights and interests hereunder shall not be affected by the cancellation of this lease.

10. Lessor hereby warrants and agrees to defend title to said land against the claims of all persons whomsoever. Lessor's rights and interests hereunder shall be charged primarily with any mortgages, taxes or other liens, or interest and other charges on said land, but lessor agrees that lessee shall have the right at any time to pay or reduce same for lessor, either before or after maturity, and be subrogated to the rights of the holder thereof and to deduct the amounts so paid from royalties or other payments payable or which may become payable to lessor and/or assigns under this lease. Lessee is hereby given the right to acquire for its own benefit, deeds, leases, or assignments covering any interest or claim in said land which lessee or any other party contends is outstanding and not covered hereby and even though such outstanding interest or claim be invalid or adverse to lessor. If this lease covers a less interest in the oil, gas, sulphur, or other minerals in all or any part of said land than the entire and undivided fee simple estate (whether lessor's interest is herein specified or not), or no interest therein, then the royalties, and other moneys accruing from any part as to which this lease covers less than such full interest, shall be paid only in the proportion which the interest therein, if any, covered by this lease, bears to the whole and undivided fee simple estate therein. All royalty interest covered by this lease (whether or not owned by lessor) shall be paid out of the royalty herein provided. This lease shall be binding upon each party who executes it without regard to whether it is executed by all those named herein as lessor.

11. If, while this lease is in force, at, or after the expiration of the primary term hereof, it is not being continued in force by reason of the shut-in well provisions of paragraph 3 hereof, and lessee is not conducting operations on said land by reason of (1) any law, order, rule or regulation, (whether or not subsequently determined to be invalid) or (2) any other cause, whether similar or dissimilar, (except financial) beyond the reasonable control of lessee, the primary term hereof shall be extended until the first anniversary date hereof occurring ninety (90) or more days following the removal of such delaying cause, and this lease may be extended thereafter by operations as if such delay had not occurred.

IN WITNESS WHEREOF, this instrument is executed on the date first above written.

Macedonia Baptist Church South

Pastor ----- Wesley N Blake (SEAL)

Chairman of Board of Deacons and Treasurer----- Luther E. (L.) Smith (SEAL)

Deacon, Secretary, and Assistant Treasurer--- Mark Wayne Barnell (SEAL)

**JOINT OR SINGLE ACKNOWLEDGMENT
(MISSISSIPPI-ALABAMA-FLORIDA)**

STATE OF Alabama

COUNTY OF Shelby

Notary Public

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

duly authorized in the state and county aforesaid to take acknowledgments, personally appeared Wesley D. Blake,

James E. Pickett, and Mark Wayne Barnett

to me known to be the person S described in and who executed the foregoing instrument and to be y
acknowledged before me that, being informed of the contents of the same, I be y voluntarily signed and delivered
the within and foregoing instrument on the day and year therein mentioned.

Given under my hand and official seal, this 6th day of May A.D., 1992

(After Seal)

Notary Public

(Title of Official)

My commission expires June 28, 1995

In and for Shelby County, Alabama

**WITNESS ACKNOWLEDGMENT
(MISSISSIPPI-ALABAMA-FLORIDA)**

STATE OF

COUNTY OF

I, a _____ in and for the aforesaid jurisdiction, hereby certify that

A subscribing witness to the foregoing instrument, known to me, appeared before me on this day, and being sworn, stated that

the grantor(s), having been informed of the contents thereof, voluntarily executed and delivered the same in his presence, and in the presence of the other subscribing witness, on the day the same bears date; that he attested the same in the presence of the grantor(s), and of the other witness, and that such other witness subscribed his name as a witness in his presence.

(Subscribing Witness)

Given under my hand and official seal, this _____ day of _____, 19____.

(Affix Seal)

(Title of Official)

My consultation expires

In and for _____ County.

Producers AG (S.O.) Paid Up with Pooling Provision
Mississippi-Alabama-Florida

No. _____

Oil, Gas and Mineral Lease

FROM _____

TO _____

Dated _____, 19____.

No. Acres _____.

County, _____.

Term _____.

This instrument was filed for record on the _____
day of _____, 19____, at _____
o'clock _____ and duly recorded in _____
Book _____ Page _____.

of the _____ record of this office.

County Clerk _____

By _____, Deputy _____

When recorded return to _____

Rederman Brothers—Jertima, Mississippi

Producers AG (9-0) Paid Up with Pooling Provision
Attest: J. J. Albano-Florida

EXHIBIT A

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

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

13. Lessor specifically grants to Lessee so much of the subsurface coal deposit as is reasonably necessary to drill and produce the occluded natural gas found in the coal seams. In addition, it is understood and agreed that in order to obtain maximum efficient recovery of occluded natural gas from coal seams, Lessee may hydraulically fracture or stimulate the coal seams and adjacent rock.

14. Any coal mining Lease or other mineral Lease, whether it be for surface mining or underground operations, executed subsequent to this Lease shall be expressly subject to the rights of the Lessee under the terms and conditions of this Lease.

15. Lessee hereby agrees that it will not conduct any surface operations on the herein described 9.32 acres, without the written consent of Lessors.

SIGNED FOR IDENTIFICATION AND APPROVAL:

Macedonia Baptist Church South

Wesley D. Blake
James E. Dink
Mark Wayne Barrett

Inst # 1992-10746

06/10/1992-10746
08:23 AM CERTIFIED
SHELBY COUNTY JUDGE OF PROBATE
003 NCD 27.46