

Shelby County, AL

SUPPLEMENTAL MORTGAGE, ASSIGNMENT,
SECURITY AGREEMENT AND FINANCING STATEMENT

FROM

MCKENZIE METHANE CORPORATION
(Taxpayer I.D. No. [REDACTED])

MICHAEL MCKENZIE
(Taxpayer I.D. No. [REDACTED])

STEVEN MCKENZIE
(Taxpayer I.D. No. [REDACTED])

TIMOTHY MCKENZIE
(Taxpayer I.D. No. [REDACTED])

TO

BANK OF MONTREAL
(Taxpayer I.D. No. [REDACTED])

Inst # 1992-15837

Dated as of October 8, 1991

Tuscaloosa County, Alabama Source of Title Information. Certain properties in which the Mortgagor hereby grants a lien are located in Tuscaloosa County, Alabama and the Mortgagor hereby represents that such properties have been conveyed to it by certain instruments recorded in the Office of the Judge of Probate of Tuscaloosa County, Alabama as follows:

Deed Record	990	at Page	418
Deed Record	1026	at Page	207
Deed Record	1026	at Page	217
Deed Record	1026	at Page	225
Deed Record	1026	at Page	234
Deed Record	1013	at Page	314
Deed Record	1015	at Page	256
Deed Record	1015	at Page	259
Deed Record	1015	at Page	262
Deed Record	1015	at Page	258
Deed Record	1015	at Page	270
Deed Record	1015	at Page	273
Deed Record	1015	at Page	276
Deed Record	1015	at Page	279
Deed Record	1015	at Page	282
Deed Record	1041	at Page	567
Deed Record	1058	at Page	095
Deed Record	1086	at Page	199
Deed Record	1094	at Page	415

"THIS INSTRUMENT CONTAINS AFTER-ACQUIRED PROPERTY PROVISIONS."

"THIS INSTRUMENT SECURES PAYMENT OF FUTURE ADVANCES."

"THOSE PORTIONS OF THE SUPPLEMENTAL MORTGAGED PROPERTY WHICH ARE MINERALS OR OTHER SUBSTANCES OF VALUE WHICH MAY BE EXTRACTED FROM THE EARTH (INCLUDING, WITHOUT LIMITATION, OIL AND GAS), AND THE ACCOUNTS RELATING THERETO, WILL BE FINANCED AT THE WELLHEADS OF THE WELLS LOCATED ON THE PROPERTIES DESCRIBED IN EXHIBIT AA HERETO, AND THIS FINANCING STATEMENT IS TO BE FILED FOR RECORD, AMONG OTHER PLACES, IN THE REAL ESTATE RECORDS."

"THE MORTGAGOR HAS AN INTEREST OF RECORD IN THE REAL ESTATE CONCERNED, WHICH IS DESCRIBED IN EXHIBIT AA HERETO."

"SOME OF THE PERSONAL PROPERTY CONSTITUTING A PORTION OF THE SUPPLEMENTAL MORTGAGED PROPERTY IS OR IS TO BE AFFIXED TO THE PROPERTIES DESCRIBED IN EXHIBIT AA HERETO, AND THIS FINANCING STATEMENT IS TO BE FILED FOR RECORD, AMONG OTHER PLACES, IN THE REAL ESTATE RECORDS."

"A POWER OF SALE HAS BEEN GRANTED IN THIS MORTGAGE. A POWER OF SALE MAY ALLOW THE MORTGAGEE TO TAKE THE MORTGAGED PROPERTY AND SELL IT WITHOUT GOING TO COURT IN A FORECLOSURE ACTION UPON DEFAULT BY THE MORTGAGOR UNDER THIS MORTGAGE."

"THE SECURED PARTY IS NOT A SELLER OR PURCHASE MONEY LENDER OF THE COLLATERAL."

THIS INSTRUMENT WAS PREPARED BY AND
WHEN RECORDED AND/OR
FILED RETURN TO:

Patricia K. Brito, Esq.
Mayer, Brown & Platt
700 Louisiana Street
3600 NCNB Center
Houston, Texas 77002

SUPPLEMENTAL MORTGAGE,
ASSIGNMENT, SECURITY AGREEMENT
AND FINANCING STATEMENT

THIS SUPPLEMENTAL MORTGAGE, ASSIGNMENT, SECURITY AGREEMENT AND FINANCING STATEMENT, dated as of October 8, 1991 (herein called this "Supplement"), is from McKenzie Methane Corporation, a Texas corporation (herein called the "Borrower"), and Michael McKenzie, Steven McKenzie and Timothy McKenzie, each a married man residing in Harris County, Texas (each individually herein called a "Guarantor" and collectively "Guarantors") to Bank of Montreal, a Canadian chartered bank (herein called the "Bank"). The Borrower and the Guarantors are herein collectively called the "Mortgagor".

W I T N E S S E T H:

WHEREAS, the Borrower and the Bank have entered into a Revolving and Term Loan Agreement, dated as of October 8, 1991 (herein, as the same may be amended, modified or supplemented from time to time, called the "Loan Agreement"), pursuant to which the Bank has: (1) agreed to make revolving loans to the Borrower in an aggregate amount not to exceed \$50,000,000 at any time outstanding (the "Revolving Loan") and (2) agreed to make a term loan to the Borrower in an amount not to exceed \$50,000,000 at any time outstanding (the "Term Loan"); and the Borrower, to evidence its indebtedness to the Bank under the Loan Agreement, has executed and delivered to the Bank its promissory note, dated October 8, 1991 (herein called the "Revolving Note"), in the original principal amount of \$50,000,000, to mature on October 1, 1992, or such later date as may be agreed between the Borrower and the Bank pursuant to the Loan Agreement, the Revolving Note being payable to the order of the Bank, bearing interest at the rates provided for therein, and containing provisions for payment of attorneys' fees and acceleration of maturity in the event of default, as therein set forth;

WHEREAS, each Guarantor has executed and delivered to and for the benefit of the Bank, a Guaranty dated as of October 8, 1991 (herein, as the same may be amended, modified or supplemented from time to time individually called a "Guaranty" and collectively called the "Guaranties"), pursuant to which each Guarantor has jointly and severally guaranteed all obligations (monetary or otherwise) of the Borrower and the Guarantors under the Loan Agreement, the Revolving Note, the Term Note to be executed by the Borrower on the Conversion Date (the "Term Note") and each other Loan Document;

WHEREAS, the Mortgagor has executed and delivered to the Bank that certain Mortgage, Assignment, Security Agreement and Financing Statement, dated as of October 8, 1991 (herein, as the same may have been amended, modified or supplemented, called the "Mortgage"), to secure payment of indebtedness owed or to be owing to the Bank pursuant to the terms of the Loan Agreement, including, without limitation, indebtedness evidenced by the Revolving Note and the Term Note and indebtedness pursuant to the Guaranties;

WHEREAS, the Mortgage has been filed and recorded as set forth in Schedule I hereto;

WHEREAS, pursuant to the terms of the Loan Agreement, the Mortgagor has agreed to execute and deliver this Supplement upon the terms and conditions set forth therein; and

WHEREAS, pursuant to the Mortgage, the Mortgagor has granted to the Bank a lien on a portion of its undivided interests in certain oil and gas properties and interests and the Mortgagor desires to amend the Mortgage so as, among other things, to supplement the Mortgage by the inclusion in the Mortgaged Property (as defined in the Mortgage and used herein with the meaning assigned to such term therein, as the same may have been amended, modified or supplemented) of additional oil and gas properties and interests.

SECTION 1. REAFFIRMANCE OF THE MORTGAGE AND MORTGAGE OF ADDITIONAL PROPERTY AS SECURITY FOR THE INDEBTEDNESS. To secure the Indebtedness (as defined in the Mortgage and used herein with the meaning assigned to such term therein), the Mortgagor has granted, bargained, sold, warranted, mortgaged, assigned, transferred and conveyed (and granted a security interest in), and by these presents does grant, bargain, sell, warrant, mortgage, assign, transfer and convey unto the Bank, all the Mortgagor's right, title and interest, whether now owned or hereafter acquired, in and to the Mortgaged Property and, in addition thereto, the Mortgagor has granted, bargained, sold, warranted, mortgaged, assigned, transferred and conveyed (and granted a security interest in), and by these presents does grant, bargain, sell, warrant, mortgage, assign, transfer and convey unto the Bank, all the specified interests set forth hereinafter, together with all other rights, title and interests owned by the Mortgagor, whether now owned or hereafter acquired, in and to all of the hereinafter described properties, rights and interests; and, insofar as such properties, rights and interests consist of equipment, general intangibles, accounts, contract rights, inventory, fixtures, proceeds of collateral or any other personal property of a kind or character defined in or subject to the applicable provisions of the Uniform Commercial Code (as in

effect in the appropriate jurisdiction with respect to each of said properties, rights and interests), the Mortgagor hereby grants to the Bank, a security interest therein; namely:

(a) the lands described in Exhibit AA, hereto attached and hereby made a part hereof (including any lands, the description of which is incorporated in Exhibit AA by reference to another instrument or document, and any lands now or hereafter unitized or pooled with lands which are either described in Exhibit AA or the description of which is incorporated in Exhibit AA by reference), and the oil, gas and mineral leases, subleases and assignments thereof (including, without limitation, any and all such leases that are effective to or purport to lease Coal Seam Gas, as defined in the Mortgage) and operating rights, assignments of operating rights and all rights to explore by geophysical and other methods and to operate and produce therefrom oil, gas, Coal Seam Gas and other minerals and the fee, mineral, overriding royalty, royalty and other interests which are specifically described in Exhibit AA,

(b) the presently existing and (subject to the terms of Section 2.7 of the Mortgage) hereafter arising unitization, unit operating, communitization and pooling agreements and the properties covered and the units created thereby (including, without limitation, all units formed under orders, regulations, rules, approvals, decisions or other official acts of any federal, state or other governmental agency having jurisdiction) which are specifically described in Exhibit AA or which relate to any of the properties and interests specifically described in Exhibit AA,

(c) the Hydrocarbons (as defined in the Mortgage and used herein with the meaning assigned to such term therein) which are in, under, upon, produced or to be produced from the lands described in Exhibit AA,

(d) the Production Sale Contracts (as such term is defined in the Mortgage, except that, as used herein, such definition shall be deemed to relate to the lands described in Exhibit AA), and

(e) the Operating Equipment (as such term is defined in the Mortgage, except that, as used herein, such definition shall be deemed to relate to the lands or leases described in Exhibit AA),

together with any and all corrections or amendments to, or renewals, extensions or ratifications of, or replacements or

substitutions for, any of the same, or any instrument relating thereto, and all accounts, contracts, contract rights, options, nominee agreements, operating agreements, processing agreements, farmin agreements, farmout agreements, joint venture agreements, exploration agreements, bottomhole agreements, dryhole agreements, support agreements, acreage contribution agreements, insurance policies, title opinions, title abstracts, title materials and information, files, records, writings, data bases, information, system, logs, well cores, fluid samples, production data and reports, well testing data and reports, maps, seismic and geophysical, geological and chemical data and information, interpretative and analytical reports of any kind or nature (including, without limitation, reserve studies and reserve evaluations), computer hardware and software and all documentation therefor or relating thereto (including, without limitation, all licenses relating to or covering such computer hardware, software and/or documentation), trade secrets, trademarks, service marks and business names and the goodwill of the business relating thereto, copyrights, copyright registrations, unpatented inventions, patent applications and patents, rights-of-way, franchises, easements, servitudes, surface leases, permits, licenses, tenements, hereditaments, appurtenances, general intangibles, rents, issues, profits, products and proceeds, whether now or hereafter existing or arising, used or useful in connection with, covering, relating to, or arising from or in connection with, any of the aforesaid in this granting clause referenced, and all other things of value and incident thereto (including, without limitation, any and all liens, lien rights, security interests and other rights and interests) which the Mortgagor might at any time have or be entitled to.

The Mortgagor acknowledges that it hereby grants bargains, sells, warrants, mortgages, assigns, transfers and conveys unto the Bank certain rights, title and interests in the property described above which are in addition to, and not in lieu of, those rights, title and interests previously sold, warranted, mortgaged, assigned and conveyed unto the Bank by the Mortgagor pursuant to the Mortgage. The additional property, rights and interests covered hereby (and which are hereby added to the Mortgaged Property) are hereinafter collectively called the "Supplemental Mortgaged Property", and the term Mortgaged Property, when used in the Mortgage, shall be deemed to include reference to the Supplemental Mortgaged Property. Exhibit AA hereto shall be made a part of Exhibit A to the Mortgage, and each reference to Exhibit A in the Mortgage shall be deemed to include a reference to Exhibit AA hereto.

Subject, however, to (i) the restrictions, exceptions, reservations, conditions, limitations, interests and other matters, if any, set forth or referred to in the specific

descriptions of such properties and interests in Exhibit AA (including all presently existing royalties, overriding royalties, payments out of production and other burdens which are referred to in Exhibit AA and which are taken into consideration in computing any percentage, decimal or fractional interest as set forth in Exhibit AA), (ii) the assignment of production contained herein, but only insofar and so long as said assignment of production is not inoperative under the provisions of Section 3.5 of the Mortgage, and (iii) the condition that the Bank shall not be liable in any respect for the performance of any covenant or obligation of the Mortgagor in respect of the Supplemental Mortgaged Property.

TO HAVE AND TO HOLD the Mortgaged Property and the Supplemental Mortgaged Property, together with the rights, privileges, and appurtenances now or hereafter at any time before the release hereof in anywise belonging or appertaining thereto, unto the Bank forever to secure the payment of the Indebtedness and the performance of the obligations of the Mortgagor herein and in the Mortgage contained.

As further security for the payment of the Indebtedness (whether heretofore or hereafter incurred), and without limiting the absolute obligation of the Mortgagor to pay the same, the Mortgagor hereby transfers, assigns, warrants and conveys unto the Bank, effective as of the date hereof at 7:00 A.M., local time, all Hydrocarbons which are thereafter produced from and which accrue to the Supplemental Mortgaged Property, and all proceeds therefrom. Such assignment of Hydrocarbons which are produced from or accrue to the Supplemental Mortgaged Property is additional and supplemental to, and not in lieu of, that certain assignment pursuant to the Mortgage of Hydrocarbons which are produced from or accrue to the Mortgaged Property. All parties producing, purchasing or receiving any such Hydrocarbons or having such, or proceeds therefrom, in their possession for which they or others are accountable to the Bank by virtue of the provisions hereof, are authorized and directed to treat and regard the Bank as the assignee and transferee of the Mortgagor and entitled in the Mortgagor's place and stead to receive such Hydrocarbons and all proceeds therefrom; and said parties and each of them shall be fully protected in so treating and regarding the Bank and shall be under no obligation to see to the application by the Bank of any such proceeds or payments received by it. Such proceeds shall be applied by the Bank in the manner set forth in the Mortgage, as hereby amended and supplemented. This assignment shall be subject to the terms and conditions of Section 3.1(b) of the Mortgage, as hereby amended and supplemented.

SECTION 2. WARRANTIES, COVENANTS AND AGREEMENTS. The representations, warranties, covenants and agreements contained in the Mortgage are hereby remade by the Mortgagor and (together with the remedies contained in the Mortgage) are in full force and effect as of the date hereof, and shall apply to the Supplemental Mortgaged Property to the same extent and with the same force and effect as if the Supplemental Mortgaged Property had been included in the Mortgage.

SECTION 3. MISCELLANEOUS PROVISIONS.

(a) This Supplement shall be considered as an amendment and supplement to the Mortgage and, except as herein expressly amended and supplemented, the Mortgage is hereby ratified, approved and confirmed in every respect. All references to the Mortgage in any other document shall hereafter be deemed to refer to the Mortgage as amended and supplemented hereby.

(b) This Supplement may be executed in any number of counterparts, each of which shall be deemed an original and all of which are identical, except that in certain counterparts, portions of Exhibit AA hereto, containing specific descriptions of property situated in jurisdictions other than the jurisdiction in which the particular counterpart is to be filed or recorded, may have been omitted.

(c) The Mortgagor hereby represents and warrants to the Bank as follows:

(i) The Borrower is a corporation duly organized, validly existing and in good standing under the laws of the State of Texas;

(ii) The execution and delivery of this Supplement and the performance by the Mortgagor of its obligations hereunder and thereunder, are within the Borrower's corporate powers, have been duly authorized by all necessary corporate action, have received all necessary governmental approval (if any shall be required), and do not and will not contravene or conflict with any provision of law or of the charter or by-laws of the Borrower or of any agreement binding upon the Borrower or any Guarantor; and

(iii) This Supplement is the legal, valid and binding obligations of the Borrower and each Guarantor, enforceable in accordance with their respective terms.

(d) Section headings in this Supplement are inserted for convenience of reference and shall not be considered a part of this Supplement or used in its interpretation.

(e) At the option of the Bank, this Supplement, or a carbon, photographic or other reproduction of this Supplement or of any Uniform Commercial Code financing statement covering the Supplemental Mortgaged Property and Mortgaged Property or any portion thereof shall be sufficient as a Uniform Commercial Code financing statement and may be filed as such.

IN WITNESS WHEREOF, the parties hereto have executed or caused to be executed this Supplement on the day, month and year first above written.

MORTGAGOR AND DEBTOR

ATTEST:

J. Clyde Harris
Title Secretary
Printed Name J. CLYDE HARRIS

MCKENZIE METHANE CORPORATION

By [Signature]
Michael McKenzie,
President

[Corporate Seal]

[Signature]
Michael McKenzie

[Signature]
Timothy McKenzie

[Signature]
Steven McKenzie

The names and mailing addresses of the Mortgagor are:

McKenzie Methane Corporation
7880 San Felipe Road, Suite 100
Houston, Texas 77063

Michael McKenzie
7880 San Felipe Road, Suite 100
Houston, Texas 77063

Timothy McKenzie
7880 San Felipe Road, Suite 100
Houston, Texas 77063

Steven McKenzie
7880 San Felipe Road, Suite 100
Houston, Texas 77063

SECURED PARTY

BANK OF MONTREAL

By: Erin Keyser Cook

Title: Account Manager

Name: Erin Keyser Cook

The name and mailing addresses of the Secured Party are:

Bank of Montreal
115 South LaSalle Street
Chicago, Illinois 60603

with a copy to:

Bank of Montreal
Houston Agency
700 Louisiana
4400 NCNB Center
Houston, Texas 77002

This Instrument Was Prepared By:

Patricia K. Brito, Esq.
Mayer, Brown & Platt
700 Louisiana Street
3600 NCNB Center
Houston, Texas 77002

STATE OF TEXAS)
) SS.
COUNTY OF HARRIS)

BE IT REMEMBERED that I, Bernice H. Williams, a Notary Public duly qualified, commissioned, sworn and acting in and for the County and State aforesaid, hereby certify that, on this 9th day of October, 1991, there appeared before me severally each of the following persons, each being the natural person or else the designated officer of the corporation or association set opposite his name, and each such natural person, corporation and association being a party to the foregoing instrument:

Michael McKenzie, the President, and J. Clyde Harris, the Asst. Secretary, of McKenzie Methane Corporation, a Texas corporation whose address is 7880 San Felipe Road, Suite 100, Houston, Texas 77063; and

Michael McKenzie whose address is 7880 San Felipe Road, Suite 100, Houston, Texas 77063; Timothy McKenzie whose address is 7880 San Felipe Road, Suite 100, Houston, Texas 77063; Steven McKenzie whose address is 7880 San Felipe Road, Suite 100, Houston, Texas 77063.

ALABAMA

Before me on this day personally appeared the aforementioned persons, whose names are signed to the foregoing conveyance in the capacities set forth opposite the names of such persons above, and who are known to me, acknowledged before me on this day that, being informed of the contents of the conveyance, they, as such officers or individuals with full authority, executed the same voluntarily for and as the act of said corporation, said association or said individual, as the case may be.

COLORADO

The foregoing instrument was acknowledged before me this day by each such person on behalf of said corporation or association, or himself, as the case may be.

ILLINOIS

The foregoing instrument was acknowledged before me this day by said persons as the designated officers of the corporation or association set opposite their names (or himself, as the case may be) on behalf of said corporation or association (or themselves).

NEW MEXICO

The foregoing instrument was acknowledged before me this day by each such person as the designated officers of the corporation or association set opposite their names (or himself, as the case may be) on behalf of said corporation or association, or himself, as the case may be.

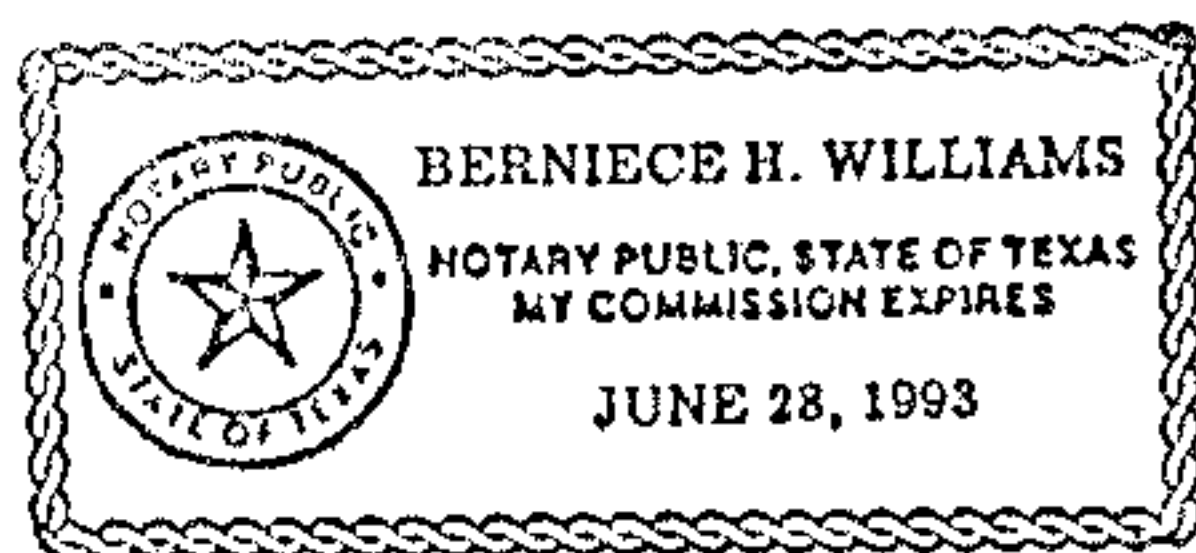
TEXAS

This instrument was acknowledged before me on this day by each such person as the designated officer of the corporation or association set opposite his name (or himself, as the case may be), on behalf of said corporation or association set opposite his name (or of himself, as the case may be).

Witness my hand and official seal.

Berniece H. Williams
Notary Public
Residing at: *3119 Castlwood*
Houston, TX 77025

My commission expires:



STATE OF TEXAS)
) SS.
COUNTY OF HARRIS)

BE IT REMEMBERED that I, Bernice H. Williams a Notary Public duly qualified, commissioned, sworn and acting in and for the County and State aforesaid, hereby certify that, on this 9th day of October, 1991, there appeared before me severally each of the following persons, each being the natural person or else the designated officer of the corporation or association set opposite his name, and each such natural person, corporation and association being a party to the foregoing instrument:

Erin Reyes Cook, Account Manager of Bank of Montreal, a Canadian chartered bank.

ALABAMA

Before me on this day personally appeared the aforementioned persons, whose names are signed to the foregoing conveyance in the capacities set forth opposite the names of such persons above, and who are known to me, acknowledged before me on this day that, being informed of the contents of the conveyance, they, as such officers or individuals with full authority, executed the same voluntarily for and as the act of said corporation, said association or said individual, as the case may be.

COLORADO

The foregoing instrument was acknowledged before me this day by each such person on behalf of said corporation or association, or himself, as the case may be.

ILLINOIS

The foregoing instrument was acknowledged before me this day by said persons as the designated officers of the corporation or association set opposite their names (or himself, as the case may be) on behalf of said corporation or association (or themselves).

NEW MEXICO

The foregoing instrument was acknowledged before me this day by each such person as the designated officers of the corporation or association set opposite their names (or himself, as the case may be) on behalf of said corporation or association, or himself, as the case may be.

TEXAS

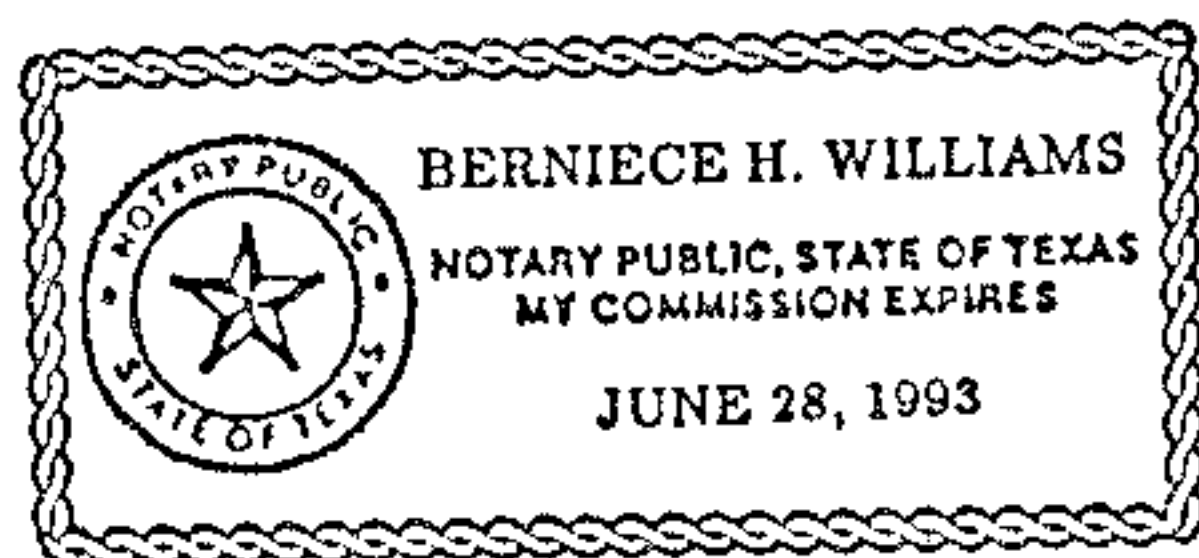
This instrument was acknowledged before me on this day by each such person as the designated

officer of the corporation or association set
opposite his name (or himself, as the case may be),
on behalf of said corporation or association set
opposite his name (or of himself, as the case may
be).

Witness my hand and official seal.

Berniece H. Williams
Notary Public
Residing at: 3119 Castlewood
Houston, TX 77025

My commission expires:



Schedule I

- A. Mortgage, Assignment, Security Agreement and Financing Statement, dated as of October 8, 1991, from McKenzie Methane Corporation, Michael McKenzie, Steven McKenzie and Timothy McKenzie, was recorded and filed as follows:

Alabama

	<u>Jurisdiction</u>	<u>Recording and Data</u>	<u>UCC and Fixture Filing</u>
1.	Bibb County Judge of Probate	Vol 172, Pg 1019 10/15/91	14633 10/15/91
2.	Jefferson County Judge of Probate	Vol 4125, Pg 572 10/16/91	655154 10/16/91
3.	Shelby County Judge of Probate	Vol 368, Pg 447 10/15/91	029646 10/15/91
4.	Tuscaloosa County Judge of Probate	Vol 1541, Pg 411 10/15/91	00066286 10/15/91
5.	Alabama Secretary of State		91-37354 10/11/91

- B. Supplemental Mortgage, Assignment, Security Agreement and Financing Statement, dated as of January 28, 1992, from McKenzie Methane Corporation, Michael McKenzie, Steven McKenzie and Timothy McKenzie, was recorded and filed as follows:

Alabama

	<u>Jurisdiction</u>	<u>Recording and Data</u>	<u>UCC and Fixture Filing</u>
1.	Jefferson County Judge of Probate	Vol 419, Pg 014 2/10/92	658118 2/10/92
2.	Alabama Secretary of State		91-37354 2/10/92

EXHIBIT AA To Supplemental Mortgage,
Assignment, Security Agreement
and Financing Statement, dated
October 8, 1991, from McKenzie Methane Corporation,
-Michael McKenzie, Steven McKenzie and Timothy McKenzie to
Bank of Montreal

List of Properties

1. Some of the land descriptions in this Exhibit AA may refer only to certain wells located on the lands described in Exhibit AA. This instrument is not limited to the wells described in Exhibit AA but is intended to cover the entire interest of the Mortgagor in any well located on any land described in Exhibit AA even if such well is not described in Exhibit AA to the extent of the percentage ownership interest described in Exhibit AA. Reference is made to the land descriptions contained in the documents of title recorded as described in this Exhibit AA. To the extent that the land descriptions in this Exhibit AA are incomplete, incorrect or not legally sufficient, the land descriptions contained in the documents so recorded are incorporated herein by this reference.

2. References in Exhibit AA to instruments on file in the public records are made for all purposes. Unless provided otherwise, all recording references in Exhibit AA are to the official real property records of the county or counties (or parish or parishes) in which the mortgaged property is located and in which records such documents are or in the past have been customarily recorded, whether Deed Records, Oil and Gas Records, Oil and Gas Lease Records or other records.

3. A statement herein that a certain interest described herein is subject to the terms of certain described or referred to agreements, instruments or other matters shall not operate to subject such interest to any such agreement, instrument or other matter except to the extent that such agreement, instrument or matter is otherwise valid and presently subsisting nor shall such statement be deemed to constitute a recognition by the parties hereto that any such agreement, instrument or other matter is valid and presently subsisting.

4. The title of Mortgagor to the interests described in this Exhibit are subject to (a) operating agreements, contracts and other similar instruments, to the extent the same are valid and enforceable and burden the interests, and lessors' royalties and valid and subsisting overriding royalties, reversionary interests and similar burdens affecting the interests which are of record in the appropriate parishes and counties, to the extent

the foregoing in the aggregate do not reduce Mortgagor's interest in Hydrocarbons produced from the subject leases to less than the interest represented to the Bank in writing as of the date hereof; (b) liens for taxes or assessments not yet delinquent; (c) materialman's, mechanic's, repairman's, employee's, contractor's, operator's and other similar liens or charges arising in the ordinary course of business, to the extent the same secure amounts not yet due and payable; (d) easements, rights-of-way, servitudes, permits, surface leases, to the extent the same do not materially interfere with the ownership or operation of the leases and other interests described hereon.

5. No part of the lands described in this Exhibit AA or descriptions of which are incorporated by reference in Exhibit AA comprise any part of the homestead of any of Michael McKenzie, Timothy McKenzie or Steven McKenzie.

[Do not detach this page]

EXHIBIT A A

CAHABA AREA

An undivided 3.837 percent (3.837%) interest in and to the entire leasehold estate created by the following:

Coalbed Seam Gas Agreement and Option dated September 30, 1988, between USX CORPORATION, as Lessor, and MCKENZIE METHANE CORPORATION, as Lessee, recorded by a Memorandum of Lease dated November 30, 1988 in Book 222, page 386, Shelby County, Alabama, and Amendment to Memorandum of Lease February 19, 1989, in Book 280, Page 47, Shelby County, Alabama and recorded by a Memorandum of Lease dated November 30, 1988, in Book 128, Page 953 in the Office of Judge of Probate of Bibb County, Alabama. (AL2 014)

INSOFAR AND ONLY INSOFAR as the acreage described in the above lease is included in the tracts described below.

All of said tracts are located in Shelby County, Alabama. Each of said tracts consists of 40 acres, more or less, unless otherwise indicated.

TOWNSHIP 21 SOUTH, RANGE 4 WEST:

Section 15: NW/4 of NW/4 (AL2 912)

Section 10: SE/4 of SW/4 (AL2 935)

EXHIBIT A A

CAHABA AREA

An undivided six percent (6%) interest in and to the entire leasehold estate created by the following:

Coal Seam Gas Agreement and Option dated September 30, 1988, between USX CORPORATION, as Lessor, and MCKENZIE METHANE CORPORATION, as Lessee, recorded by a Memorandum of Lease dated November 30, 1988 in Book 222, Page 386, Shelby County, Alabama, and Amendment to Memorandum of Lease dated February 19, 1989, in Book 280, Page 47, Shelby County, Alabama and recorded by a Memorandum of Lease dated November 30, 1988, in Book 128, Page 953 in the Office of Judge of Probate of Bibb County, Alabama. (AL2 001)

Oil, Gas and Mineral Lease (Including Coalbed Methane) between RUTH L. GORDON, as Lessor, and MCKENZIE METHANE CORPORATION, as Lessee, recorded by a Memorandum of Lease dated April 12, 1989, in Book 246, Page 67 in the Office of the Judge of Probate of Shelby County, Alabama and recorded by a Memorandum of Lease dated June 1, 1989, in Book 128, Page 106 in the Office of Judge of Probate of Bibb County, Alabama. (AL2 010)

Coalbed Methane Gas Lease dated June 1, 1989, between SOUTHERN ELECTRIC GENERATING COMPANY AND KIMBERLY-CLARK CORPORATION, as Lessor, and MCKENZIE METHANE CORPORATION, as Lessee, recorded by a Memorandum of Lease dated June 1, 1989, in Book 254, Page 568 in the Office of the Judge of Probate of Shelby County, Alabama and recorded by a Memorandum of Lease dated June 1, 1989, in Book 128, Page 116 in the Office of Judge of Probate of Bibb County. (AL2 013)

Coalbed Methane Gas Lease dated June 1, 1989, between SOUTHERN ELECTRIC GENERATING COMPANY, as Lessor, and MCKENZIE METHANE CORPORATION, as Lessee, recorded by a Memorandum of Lease dated June 1, 1989, in Book 254, Page 559 in the Office of the Judge of Probate of Shelby County, Alabama and recorded by a Memorandum of Lease dated June 1, 1989, in Book 128, Page 125 in the Office of Judge of Probate of Bibb County. (AL2 014)

Coalbed Methane Gas Lease dated June 1, 1989, between KIMBERLY-CLARK CORPORATION, as Lessor, and MCKENZIE METHANE CORPORATION, as Lessee, recorded by a Memorandum of Lease dated June 1, 1989, in Book 254, Page 554, in the Office of the Judge of Probate of Shelby County, Alabama; and recorded by a Memorandum of Lease dated June 1, 1989 in Book 128, Page 125 in the Office of the Judge of Probate of Bibb County, Alabama. (AL2 016)

INSOFAR AND ONLY INSOFAR as the acreage described in the above lease is included in the tracts described below.

All of said tracts are located in Shelby or Bibb Counties, Alabama.

Each tract listed herein below consists of 40 acres, more or less, unless otherwise indicated:

TOWNSHIP 21 SOUTH, RANGE 4 WEST:

NE/4 of SE/4 of Section 2 (AL2 1954)

NW/4 of NE/4 of Section 15 (AL2 911)

SE/4 of SE/4 of Section 19 (AL2 1952)

SE/4 of NE/4 of Section 20 (AL2 1754)

SE/4 of SW/4 of Section 29 (AL2 1955)

NW/4 of NW/4 of Section 29 (AL2 1951)

NW/4 of NE/4 of Section 30 (AL2 1948)

SE/4 of NW/4 of Section 30 (AL2 1947)

SE/4 of NE/4 of Section 30 (AL2 1929)

SE Diagonal 1/2 of S/2 of NE/4 of Section 35 (AL2 1958)

EXHIBIT A A

TOWNSHIP 21 SOUTH, RANGE 4 WEST - CONT'D:

NE/4 of NW/4 of Section 22 (AL2 1887)

NE/4 of NE/4 of Section 27 (AL2 1956)

The portion of the S/2 of NE/4 commencing at the center of Section 35, go northeasterly in straight line to NE corner of S/2 of NE/4 of Section 35; thence west to NW corner of S/2 of NE/4 of Section 35; south to point of beginning. (AL3 1958)

SE/4 of NE/4 of Section 27 (AL2 968)

NW/4 of NE/4 of Section 22 (AL2 951)

SE/4 of NE/4 of Section 22 (AL2 938)

NE/4 of SE/4 of Section 10 (AL2 934)

NW/4 of SE/4 of Section 10 (AL2 1923)

SE/4 of NW/4 of Section 35 (AL2 985)

SE/4 of NE/4 of Section 13 (AL2 1514)

SE/4 of SE/4 of Section 25 (AL2 1810)

NE/4 of SW/4 of Section 15 (AL2 901)

SW/4 of NE/4 of Section 15 (AL2 902)

SE/4 of NE/4 of Section 15 (AL2 904)

NW/4 of SE/4 of Section 15 (AL2 906)

SE/4 of SE/4 of Section 15 (AL2 947)

TOWNSHIP 22 SOUTH, RANGE 3 WEST:

SW/4 SE/4 of Section 6 (AL2 1673)

SE/4 of SE/4 of Section 6 (AL2 1673)

NE/4 of SW/4 of Section 7 (AL2 1572)

TOWNSHIP 22 SOUTH, RANGE 5 WEST:

SE/4 of SE/4 of Section 1 (AL2 1836)

SE/4 of NW/4 of Section 12 (AL2 1914)

E/2 of W/2 of Irregular Section 28
acres, more or less.

SW/4 of SE/4 of Section 21 (AL2 1925)

W/2 of Irregular Section 25 (AL2 1912)

TOWNSHIP 21 SOUTH, RANGE 3 WEST:

NW/4 of NE/4 of Section 31 (AL2 1930)

SW/4 of SW/4 of Section 30 (AL2 1810)

NW/4 of NW/4 of Section 32 (AL2 1886)

NE/4 of NE/4 of Section 29 (AL2 1669)

SW/4 of NW/4 of Section 30 (AL2 1651)

SW/4 of NW/4 of Section 18 (AL2 1514)

EXHIBIT A A

TOWNSHIP 22 SOUTH, RANGE 3 WEST:

NW/4 of SW/4 of Section 7 (AL2 1572)

TOWNSHIP 22 SOUTH, RANGE 4 WEST:

NW/4 of SW/4 of Section 17 (AL2 1584)

W/2 of Irregular Section 30 (AL2 1835)

E/2 of Irregular Section 29 (AL2 1905)

SE/4 of SE/4 of Section 4 (AL2 1678)

TOWNSHIP 24 NORTH, RANGE 10 EAST:

SW/4 of SE/4 of Section 2 (AL2 1811)

Each tract listed herein below consists of 80 acres, more or less, unless otherwise indicated:

TOWNSHIP 21 SOUTH, RANGE 4 WEST:

W/2 of SE/4 of Section 33 (AL2 978)

E/2 of SE/4 of Section 33 (AL2 979)

W/2 of NE/4 of Section 33 (AL2 976)

E/2 of NE/4 of Section 33 (AL2 977)

W/2 of SW/4 of Section 34 (AL2 1524)

W/2 of NW/4 of Section 34 (AL2 981)

SE/4 of NW/4, SW/4 of NE/4 of Section 34 (AL2 982)

N/2 of NE/4 of Section 35 (AL2 1903)

W/2 of SW/4 of Section 28 (AL2 975)

W/2 of SE/4 of Section 28 (AL2 1989)

W/2 of NW/4 of Section 28 (AL2 971)

E/2 of NW/4 of Section 28 (AL2 972)

W/2 of NE/4 of Section 28 (AL2 970)

E/2 of NE/4 of Section 28 (AL2 973)

W/2 of NW/4 of Section 27 (AL2 1560)

W/2 of NE/4 of Section 27 (AL2 966)

W/2 of SE/4 of Section 27 (AL2 969)

E/2 of SW/4 of Section 26 (AL2 964)

W/2 of SW/4 of Section 26 (AL2 963)

W/2 of SE/4 of Section 26 (AL2 962)

W/2 of NW/4 of Section 26 (AL2 959)

E/2 of NW/4 of Section 26 (AL2 960)

W/2 of NE/4 of Section 26 (AL2 958)

E/2 of NE/4 of Section 26 (AL2 961)

E/2 of SW/4 of Section 22 (AL2 940)

EXHIBIT A A

TOWNSHIP 21 SOUTH, RANGE 4 WEST - CONT'D:

W/2 of SE/4 of Section 22 (AL2 939)
E/2 of SE/4 of Section 22 (AL2 941)
SE/4 of NW/4, SW/4 of NE/4 of Section 22 (AL2 952)
W/2 of SW/4 of Section 23 (AL2 942)
E/2 of NW/4 of Section 23 (AL2 955)
W/2 of NE/4 of Section 23 (AL2 954)
E/2 of NE/4 of Section 23 (AL2 956)
W/2 of NW/4 of Section 24 (AL2 928)
E/2 of NW/4 of Section 24 (AL2 957)
W/2 of NE/4 of Section 14 (AL2 915)
S/2 of SE/4 of Section 10 (AL2 917)
W/2 of SW/4 of Section 11 (AL2 914)
E/2 of SW/4 of Section 11 (AL2 948)
W/2 of NE/4 of Section 11 (AL2 916)
N/2 of SE/4 of Section 11 (AL2 900)
S/2 of SE/4 of Section 11 (AL2 913)
W/2 of SW/4 of Section 12 (AL2 922)
E/2 of SW/4 of Section 12 (AL2 924)
E/2 of SE/4 of Section 12 (AL2 925)
W/2 of NW/4 of Section 12 (AL2 908)
E/2 of NW/4 of Section 12 (AL2 920)
W/2 of NE/4 of Section 12 (AL2 919)
E/2 of NE/4 of Section 12 (AL2 921)
SW diagonal half of the SW/4 of Section 13 (AL2 903)
E/2 of SW/4 of Section 1 (AL2 1502)
W/2 of SE/4 of Section 1 (AL2 1501)
E/2 of SE/4 of Section 1 (AL2 1503)
E/2 of NE/4 of Section 1 (AL2 1519)
E/2 of NW/4 of Section 32 (AL2 1743)
W/2 of SE/4 of Section 34 (AL2 983)
N/2 of NW/4 of Section 35 (AL2 984)
N/2 of NE/4 of Section 34 (AL2 980)
SE/4 of SE/4 of Section 30, SW/4 of SW/4 of Section 29 (AL2 1537)
W/2 of SE/4 of Section 29 (AL2 1746)
E/2 of SE/4 of Section 28 (AL2 1547)

EXHIBIT A A

TOWNSHIP 21 SOUTH, RANGE 4 WEST - CONT'D:

W/2 of SW/4 of Section 27 (AL2 1521)
E/2 of SW/4 of Section 27 (AL2 1525)
E/2 of SE/4 of Section 27 (AL2 1561)
E/2 of NW/4 of Section 27 (AL2 1526)
E/2 of NE/4 of Section 29 (AL2 1748)
W/2 of NE/4 of Section 29 (AL2 1535)
E/2 of SW/4 of Section 20 (AL2 1540)
E/2 of SE/4 of Section 20 (AL2 1550)
E/2 of SW/4 of Section 21 (AL2 1749)
W/2 of SW/4 of Section 22 (AL2 1751)
E/2 of SE/4 of Section 24 (AL2 1649)
W/2 of NW/4 of Section 36 (AL2 1500)
W/2 of SE/4 of Section 25 (AL2 998)
E/2 of SW/4 of Section 23 (AL2 1752)
W/2 of SE/4 of Section 23 (AL2 1541)
E/2 of SE/4 of Section 23 (AL2 1542)
W/2 of SW/4 of Section 24 (AL2 1538)
E/2 of SW/4 of Section 24 (AL2 1539)
W/2 of NW/4 of Section 22 (AL2 1599)
W/2 of NW/4 of Section 23 (AL2 937)
E/2 of NE/4 of Section 21 (AL2 1793)
N/2 of NW/4 of Section 21 (AL2 1756)
W/2 of SW/4 of Section 1 (AL2 1551)
W/2 of NE/4 of Section 1 (AL2 1520)
E/2 of NW/4 of Section 1 (AL2 1529)
W/2 of NW/4 of Section 1 (AL2 1530)
E/2 SW/4 Section 14 (AL2 910)
W/2 SW/4 Section 14 (AL2 944) and (AL2 988)
W/2 NW/4 Section 14 (AL2 943)
E/2 NW/4 Section 14 (AL2 987)
W/2 NE/4 Section 25 (AL2 1511)
W/2 NE/4 Section 24 (AL2 1509)
E/2 SE/4 Section 14 (AL2 1508)
E/2 SE/4 Section 13 (AL2 1516)
W/2 SE/4 Section 24 (AL2 1510)
E/2 NE/4 Section 24 (AL2 1660)

EXHIBIT AA

TOWNSHIP 21 SOUTH, RANGE 4 WEST - CONT'D:

NW/4 NE/4, NW diagonal 1/4 of NE/4 NE/4 and NE diagonal 1/2 of NW/4 SW/4 Section 13, being 70 acres (AL2 991)

E/2 SW/4 Section 16 (AL2 1523)

E/2 NE/4 Section 16 (AL2 1532)

E/2 NW/4 Section 16 (AL2 1533)

W/2 SE/4 Section 16 (AL2 1602)

E/2 SE/4 Section 36 (AL2 1554)

E/2 NE/4 Section 36 (AL2 1600)

E/2 SW/4 Section 36 (AL2 1568)

E/2 SE/4 Section 35 (AL2 1607)

W/2 SE/4 Section 36 (AL2 1609)

W/2 NE/4 Section 36 (AL2 1608)

W/2 SE/4 Section 35 (AL2 1577)

SE Diagonal 1/2 of SW/4 Section 35 (AL2 1569)

NW Diagonal 1/2 of SW/4 Section 35 (AL2 986)

TOWNSHIP 21 SOUTH, RANGE 3 WEST:

W/2 of NW/4 of Section 6 (AL2 1549)

W/2 of SW/4 of Section 6 (AL2 1504)

W/2 of SW/4 of Section 7 (AL2 930)

E/2 of SW/4 of Section 7 (AL2 932)

E/2 of SE/4 of Section 7 (AL2 933)

W/2 of NW/4 of Section 7 (AL2 926)

W/2 of NE/4 of Section 7 (AL2 927)

W/2 of SW/4 of Section 8 (AL2 946)

W/2 of NW/4 of Section 8 (AL2 945)

E/2 of SW/4 of Section 6 (AL2 1505)

E/2 of SE/4 of Section 6 (AL2 1507)

W/2 of SW/4 of Section 5 (AL2 1528)

E/2 of NW/4 of Section 5 (AL2 1628)

W/2 of NE/4 of Section 6 (AL2 1546)

E/2 of NW/4 of Section 6 (AL2 1545)

E/2 of NE/4 of Section 6 (AL2 1522)

TOWNSHIP 22 SOUTH, RANGE 5 WEST:

W/2 of SW/4 of Section 24 (AL2 1722)

E/2 of SW/4 of Section 24 (AL2 1723)

E/2 of SE/4 of Section 24 (AL2 1725)

W/2 of NW/4 of Section 24 (AL2 1729)

EXHIBIT A A

TOWNSHIP 22 SOUTH, RANGE 5 WEST - CONT'D:

W/2 of NE/4 of Section 24 (AL2 1730)
E/2 of NW/4 of Section 24 (AL2 1581)
E/2 of NE/4 of Section 24 (AL2 1731)
S/2 of SE/4 of Section 13 (AL2 1736)
N/2 of SE/4 of Section 13 (AL2 1737)
E/2 of NW/4 of Section 13 (AL2 1739)
W/2 of NE/4 of Section 13 (AL2 1740)
E/2 of NE/4 of Section 13 (AL2 1741)
E/2 of SE/4 of Section 23 (AL2 1916)

TOWNSHIP 22 SOUTH, RANGE 4 WEST:

W/2 of SE/4 of Section 1 (AL2 1557)
W/2 of NE/4 of Section 4 (AL2 1591)
E/2 of NE/4 of Section 4 (AL2 1676)
E/2 of SW/4 of Section 4 (AL2 1617)
W/2 of SW/4 of Section 19 (AL2 1726)
E/2 of SW/4 of Section 19 (AL2 1727)
W/2 of SE/4 of Section 19 (AL2 1583)
S/2 of SW/4 of Section 20 (AL2 1586)
N/2 of SW/4 of Section 20 (AL2 1728)
W/2 of NW/4 of Section 19 (AL2 1732)
E/2 of NW/4 of Section 19 (AL2 1733)
W/2 of NE/4 of Section 19 (AL2 1734)
E/2 of NE/4 of Section 19 (AL2 1735)
W/2 of SW/4 of Section 18 (AL2 1612)
E/2 of SW/4 of Section 18 (AL2 1614)
W/2 of SE/4 of Section 18 (AL2 1611)
E/2 of SE/4 of Section 18 (AL2 1613)
S/2 of SW/4 of Section 17 (AL2 1585)

TOWNSHIP 20 SOUTH - RANGE 3 WEST:

W/2 of SE/4 of Section 31 (AL2 1605)
E/2 of SE/4 of Section 31 (AL2 1759)

TOWNSHIP 21 SOUTH, RANGE 3 WEST:

SW/4 SW/4 Sec. 30 (AL2 1810)
N/2 NE/4 Sec. 30 (AL2 996)
S/2 NE/4 Sec. 30 (AL2 1512)
N/2 SW/4 Sec. 29 (AL2 1513)
S/2 NW/4 Sec. 29 (AL2 1664)

EXHIBIT A A

TOWNSHIP 21 SOUTH, RANGE 3 WEST - CONT'D:

W/2 SW/4 Sec. 19 (AL2 1692)
W/2 NW/4 Sec. 19 (AL2 1691)
E/2 SE/4 Sec. 30 (AL2 999)
E/2 SE/4 Sec. 19 (AL2 994)
W/2 SW/4 Sec. 17 (AL2 1552)
SW/4 NE/4 and NW/4 SE/4 Sec. 17 (AL2 993)
N/2 NW/4 Sec. 29 (AL2 997)
E/2 NW/4 Sec. 20 (AL2 1543)
S/2 NE/4 Sec. 20 (AL2 1856)
E/2 SW/4 Sec. 5 (AL2 1780)
E/2 SW/4 Sec. 31 (AL2 1553)
W/2 SE/4 Sec. 30 (AL2 1671)
S/2 SW/4 Sec. 20 (AL2 1668)
E/2 SW/4 Sec. 30 (AL2 1711)
N/2 SW/4 Sec. 20 (AL2 995)
SE/4 NE/4 and NE/4 SE/4 Sec. 29 (AL2 1670)

TOWNSHIP 22 SOUTH, RANGE 4 WEST:

SE/4 SE/4 and SE/4 NE/4 Sec. 3 (AL2 1590)
W/2 SW/4 Sec. 11 (AL2 1792)
W/2 SE/4 Sec. 10 (AL2 1592)
W/2 NW/4 Sec. 16 (AL2 1786)
W/2 NW/4 Sec. 9 (AL2 1618)
E/2 NW/4 Sec. 16 (AL2 1689)
SE/4 SW/4 Sec. 10 (AL2 1610)
SW/4 NW/4 Sec. 15 (AL2 1566)
W/2 NW/4 Sec. 14 (AL2 1565)
S/2 SW/4 Sec. 15 (AL2 1567)
E/2 NE/4 Sec. 15 (AL2 1597)
E/2 SE/4 Sec. 10 (AL2 1620)
S/2 SE/4 Sec. 15 (AL2 1621)
W/2 NE/4 Sec. 1 (AL2 1555)
E/2 SE/4 Sec. 2 (AL2 1589)
E/2 SW/4 Sec. 2 (AL2 1588)
E/2 SW/4 Sec. 1 (AL2 1587)
E/2 SE/4 Sec. 12 (AL2 1564)
E/2 NW/4 Sec. 12 (AL2 1596)

EXHIBIT A

TOWNSHIP 22 SOUTH, RANGE 4 WEST - CONT'D:

NW/4 NW/4, NE/4 SW/4 NW/4, SE/4 NW/4 SW/4 Sec. 12 (AL2 1573)
(60 Acres)

E/2 NW/4 Sec. 1 (AL2 1685)

W/2 NE/4 Sec. 11 (AL2 1593)

W/2 NE/4 Sec. 16 (AL2 1622)

E/2 SW/4 Sec. 16 (AL2 1623)

E/2 SE/4 Sec. 11 (AL2 1695)

W/2 SE/4 Sec. 16 (AL2 1684)

W/2 SW/4 Sec. 16 (AL2 1720)

SE/4 NW/4 and NE/4 SW/4 Sec. 11 (AL2 1633)

E/2 SW/4 Sec. 4 (AL2 1617)

E/2 NE/4 Sec. 11 (AL2 1693)

W/2 SE/4 Sec. 11 (AL2 1694)

W/2 SW/4 Sec. 4 (AL2 1677)

E/2 NW/4 Sec. 4 (AL2 1650)

E/2 NW/4 Sec. 9 (AL2 1619)

W/2 NE/4 Sec. 9 (AL2 1663)

W/2 NE/4 Sec. 15 (AL2 1686)

W/2 SW/4 Sec. 14 (AL2 1717)

N/2 SE/4 Sec. 15 (AL2 1688)

E/2 NW/4 Sec. 23 (AL2 1701)

E/2 NE/4 Sec. 1 (AL2 1674)

E/2 SE/4 Sec. 21 (AL2 1855)

S/2 SE/4 Sec. 14 (AL2 1697)

W/2 SE/4 Sec. 23 (AL2 1703)

W/2 NE/4 Sec. 23 (AL2 1700)

E/2 SW/4 Sec. 14 (AL2 1716)

E/2 SW/4 Sec. 23 (AL2 1705)

W/2 NW/4 Sec. 23 (AL2 1643)

E/2 SE/4 Sec. 1 (AL2 1675)

W/2 SW/4 Sec. 23 (AL2 1704)

W/2 SE/4 Sec. 22 (AL2 1822)

N/2 NW/4 Sec. 11 (AL2 1594)

TOWNSHIP 22 SOUTH, RANGE 3 WEST:

W/2 NW/4 Sec. 7 (AL2 1571)

W/2 NW/4 Sec. 6 (AL2 1558)

W/2 SW/4 Sec. 6 (AL2 1580)

EXHIBIT AA

TOWNSHIP 22 SOUTH, RANGE 3 WEST - CONT'D:

SW/4 NE/4 and NW/4 SE/4 Sec. 6 (AL2 1559)

E/2 NW/4 Sec. 7 (AL2 1683)

E/2 SW/4 Sec. 6 (AL2 1672)

TOWNSHIP 20 SOUTH, RANGE 3 WEST:

W/2 NE/4 Sec. 31 (AL2 1629)

E/2 SW/4 Sec. 31 (AL2 1626)

W/2 SW/4 Sec. 31 (AL2 1758)

E/2 NE/4 Sec. 31 (AL2 1760)

TOWNSHIP 21 SOUTH, RANGE 3 WEST:

W/2 NW/4 Sec. 5 (AL2 1630)

E/2 of NE/4 of Section 31 (AL2 1911)

TOWNSHIP 22 SOUTH, RANGE 4 WEST:

E/2 of SE/4 of Section 5 (AL2 1790)

W/2 of SE/4 of Section 5 (AL2 1712)

E/2 of SW/4 of Section 5 (AL2 1679)

E/2 of SE/4 of Section 17 (AL2 1625)

W/2 of SE/4 of Section 17 (AL2 1603)

E/2 of SE/4 of Section 20 (AL2 1768)

TOWNSHIP 22 SOUTH, RANGE 5 WEST:

E/2 of SW/4 of Section 15 (AL2 1782)

W/2 of SE/4 of Section 15 (AL2 1781)

TOWNSHIP 21 SOUTH, RANGE 4 WEST:

E/2 of SE/4 of Section 21 (AL2 1534)

E/2 of SE/4 of Section 26 (AL2 965)

SE/4 of NE/4 of Section 34 and SW/4 of NW/4 of Section 35 (AL2 1915)

S/2 of NW/4 of Section 13 (AL2 990)

TOWNSHIP 22 SOUTH, RANGE 5 WEST:

E/2 of NE/4 of Section 21 (AL2 1852)

E/2 of SE/4 of Section 21 (AL2 1854)

E/2 of NE/4 of Section 23 (AL2 1913)

W/2 of SW/4 of Section 23 (AL2 1850)

E/2 of SW/4 of Section 23 (AL2 1849)

TOWNSHIP 21 SOUTH, RANGE 4 WEST:

SE/4 of NE/4 and NE/4 of SE/4 of Section 25 (AL2 1604)

E/2 of NW/4 of Section 36 (AL2 1579)

TOWNSHIP 21 SOUTH, RANGE 3 WEST:

E/2 of SW/4 of Section 17 (AL2 1681)

EXHIBIT A A

TOWNSHIP 22 SOUTH, RANGE 4 WEST:

N/2 of SW/4 of Section 10 (AL2 1861)
W/2 of NE/4 of Section 12 (AL2 1696)
W/2 of NE/4 of Section 13 (AL2 1635)
E/2 of NE/4 of Section 16 (AL2 1715)
E/2 of SE/4 of Section 16 (AL2 1719)
W/2 of NW/4 of Section 21 (AL2 1718)
E/2 of NW/4 of Section 21 (AL2 1820)
W/2 of NE/4 of Section 21 (AL2 1819)
E/2 of NE/4 of Section 21 (AL2 1818)
W/2 of SW/4 of Section 21 (AL2 1857)
E/2 of SW/4 of Section 21 (AL2 1779)
E/2 of NW/4 of Section 22 (AL2 1698)
W/2 of NE/4 of Section 22 (AL2 1714)
E/2 of NE/4 of Section 22 (AL2 1699)
E/2 of SE/4 of Section 23 (AL2 1706)
E/2 of NW/4 of Section 17 (AL2 1791)
E/2 of NE/4 of Section 17 (AL2 1640)
W/2 of NW/4 of Section 17 (AL2 1680)

TOWNSHIP 21 SOUTH - RANGE 4 WEST

NE/4 of SW/4 and NE/ Diagonal half of SE/4 of SW/4 of Section 13 (AL2 1666)
(60 acres)

W/2 of SW/4 of Section 10 (AL2 1939)
E/2 of NE/4 of Section 14 (AL2 1924)
N/2 of SW/4 of Section 29 (AL2 1957)

TOWNSHIP 21 SOUTH, RANGE 3 WEST:

W/2 of SW/4 of Section 18 (AL2 1690)

TOWNSHIP 22 SOUTH, RANGE 4 WEST:

E/2 of NW/4 of Section 15 (AL2 1687)
N/2 of NW/4 of Section 6 (AL2 1932)
N/2 of NE/4 of Section 6 (AL2 1874)
E/2 of NE/4 of Section 18 (AL2 1868)

TOWNSHIP 22 SOUTH, RANGE 5 WEST:

W/2 of NE/4 of Section 1 (AL2 953)
NW/4 of SW/4 and NE/4 of NW/4 of Section 12 (AL2 1866)
W/2 of NW/4 of Section 1 (AL2 1869)

EXHIBIT A A

TOWNSHIP 22 SOUTH, RANGE 5 WEST - CONT'D:

E/2 of NW/4 of Section 1 (AL2 1870)
W/2 of NE/4 of Section 1 (AL2 1871)
E/2 of NE/4 of Section 11 (AL2 1864)
N/2 of NE/4 of Section 12 (AL2 1865)
E/2 of SE/4 of Section 15 (AL2 1949)
W/2 of Irregular Section 26 (AL2 1904)
less)

(60 acres, more or

E/2 of SW/4 of Section 13 (AL2 1575)
W/2 of SW/4 of Section 13 (AL2 1576)
W/2 of NW/4 of Section 13 (AL2 1738)
W/2 of NE/4 of Section 21 (AL2 1853)
SE/4 of NW/4 and NE/4 of SW/4 of Section 21 (AL2 1848)
E/2 of NE/4 of Section 22 (AL2 1941)
W/2 of NE/4 of Section 22 (AL2 1922)
W/2 of NW/4 of Section 22 (AL2 1940)
E/2 of SW/4 of Section 22 (AL2 1918)
W/2 of SW/4 of Section 22 (AL2 1919)
W/2 of NE/4 of Section 23 (AL2 1953)
W/2 of SE/4 of Section 24 (AL2 1724)
S/2 of SE/4 of Section 12 (AL2 1931)
N/2 of SE/4 of Section 12 (AL2 1834)

TOWNSHIP 22 SOUTH, RANGE 4 WEST

W/2 of NW/4 of Section 20 (AL2 1764)
E/2 of NW/4 of Section 20 (AL2 1765)
W/2 of NE/4 of Section 20 (AL2 1647)
E/2 of NE/4 of Section 20 (AL2 1766)
W/2 of SE/4 of Section 20 (AL2 1862)
E/2 of NW/4 of Section 17 (AL2 1791)
E/2 of NE/4 of Section 17 (AL2 1640)
W/2 of NW/4 of Section 17 (AL2 1680)
E/2 of NE/4 of Section 12 (AL2 1562)
W/2 of NW/4 of Section 1 (AL2 1910)
W/2 of SE/4 of Section 4 (AL2 1616)
W/2 of SE/4 of Section 12 (AL2 1563)
N/2 of SW/4 of Section 15 (AL2 1639)
W/2 of SE/4 of Section 17 (AL2 1603)
E/2 of SW/4 of Section 22 (AL2 1769)

EXHIBIT A A

TOWNSHIP 22 SOUTH, RANGE 4 WEST - CONT'D:

E/2 of NE/4 of Section 23 (AL2 1702)

W/2 of SW/4 of Section 24 (AL2 1709)

E/2 of NE/4 of Section 5 (AL2 1882)

TOWNSHIP 24 NORTH, RANGE 11 EAST:

E/2 of NW/4 of Section 3 (AL2 1797)

N/2 of SW/4 of Section 3 (AL2 1799)

W/2 of SE/4 of Section 3 (AL2 1798)

E/2 of SE/4 of Section 3 (AL2 1657)

N/2 of SE/4 of Section 4 (AL2 1658)

S/2 of SW/4 of Section 4 (AL2 1800)

W/2 of SW/4 of Section 5 (AL2 1773)

E/2 of SE/4 of Section 5 (AL2 1833)

W/2 of NE/4 of Section 6 (AL2 1825)

E/2 of NE/4 of Section 6 (AL2 1824)

N/2 of SE/4 of Section 6 (AL2 1801)

W/2 of NW/4 of Section 3 (AL2 1796)

W/2 of NW/4 of Section 5 (AL2 1645)

W/2 of NE/4 of Section 5 (AL2 1646)

E/2 of NE/4 of Section 5 (AL2 1772)

E/2 of NE/4 of Section 3 (AL2 1778)

W/2 of NE/4 of Section 3 (AL2 1795)

W/2 of NE/4 of Section 1 (AL2 1652)

W/2 of NW/4 of Section 1 (AL2 1653)

W/2 of NW/4 of Section 2 (AL2 1775)

E/2 of NW/4 of Section 2 (AL2 1632)

E/2 of NE/4 of Section 2 (AL2 1776)

W/2 of SW/4 of Section 2 (AL2 1744)

W/2 of SE/4 of Section 2 (AL2 1794)

E/2 of SE/4 of Section 2 (AL2 1777)

W/2 of NE/4 of Section 2 (AL2 1656)

TOWNSHIP 21 SOUTH, RANGE 4 WEST:

W/2 of NW/4 of Section 34 (AL2 981)

W/2 of SW/4 of Section 34 (AL2 1524)

W/2 of SW/4 of Section 27 (AL2 1521)

S/2 of SW/4 of Section 15 (AL2 989)

E/2 of SW/4 of Section 25 (AL2 1578)

EXHIBIT A A

TOWNSHIP 21 SOUTH, RANGE 4 WEST - CONT'D:

SE/4 of NW/4, E/2 of SW/4 of NW/4 and SE diagonal 1/2 of NE/4 of NW/4 of Section 25 (AL2 1665)

W/2 of SW/4 of Section 30 (AL2 1908)

TOWNSHIP 21 SOUTH, RANGE 3 WEST:

W/2 of NE/4 of Section 18 (AL2 992)

E/2 of NW/4 of Section 30 (AL2 1601)

NE/4 of SE/4 and SW/4 of SE/4 of Section 17 (AL2 1889)

E/2 of NW/4 of Section 17 (AL2 1937)

E/2 of NE/4 of Section 18 (AL2 1667)

E/2 of SE/4 of Section 18 (AL2 1921)

NE/4 of NE/4 of Section 20 and NW/4 of NW/4 of Section 21 (AL2 1890)

NW/4 of SE/4 and SW/4 of NE/4 of Section 29 (AL2 1907)

SW/4 of NE/4 and NW/4 of SE/4 of Section 31 (AL2 1950)

TOWNSHIP 24 NORTH, RANGE 10 EAST:

E/2 of NE/4 of Section 3 (AL2 1877)

W/2 of SE/4 of Section 3 (AL2 1876)

E/2 of SE/4 of Section 3 (AL2 1875)

E/2 of NW/4 of Section 15 (AL2 1851)

W/2 of SW/4 of Section 15 (AL2 1815)

E/2 of SW/4 of Section 2 (AL2 1863)

E/2 of SW/4 of Section 15 (AL2 1814)

W/2 of NW/4 of Section 15 (AL2 1812)

WATER DISPOSAL WELLS

TOWNSHIP 21 SOUTH, RANGE 4 WEST:

Located in the SW/4 of SW/4 of Section 10 (AL2 1661)
(State Permit 7674 - SWD-90-3)

EXHIBIT AA

CAINWOOD AREA

An undivided 3.837 percent (3.837%) interest in and to the entire leasehold estate created by the following:

Oil, Gas and Mineral Lease from JAMES M. CAIN, SR., et ux, to GAS TECHNOLOGIES, INC., dated April 29, 1987 and recorded in Deed Book 951, pages 309-312, as amended by Amendment of Lease, dated July 7, 1988 and recorded in Deed Book 981, pages 58-59 in the records of the Office of the Probate Judge of Tuscaloosa County, Alabama. (AL3 001)

INSOFAR AND ONLY INSOFAR as the acreage covered by the above lease is included in the tracts described herein below.

All of said tracts are located in Tuscaloosa County, Alabama.

TOWNSHIP 22 SOUTH, RANGE 9 WEST:

W/2 of E/2 of Irregular Section 31 (AL3 935)

TOWNSHIP 24 NORTH, RANGE 6 EAST:

NE/4 of NW/4 of Section 6 (AL3 904)

EXHIBIT AA

CAINWOOD AREA

An undivided six percent (6%) interest in and to the entire leasehold estate created by the following:

Oil, Gas and Mineral Lease from JAMES M. CAIN, SR., et ux, to GAS TECHNOLOGIES, INC., dated April 29, 1987 and recorded in Deed Book 951, pages 309-312, as amended by Amendment of Lease, dated July 7, 1988 and recorded in Deed Book 981, pages 58-59 in the records of the Office of the Probate Judge of Tuscaloosa County, Alabama. (AL3 001)

Oil, Gas and Mineral Lease from PERCY LEONARD SPILLER, et al, to GAS TECHNOLOGIES, INC., dated May 22, 1987 and recorded in Deed Book 951, pages 299-301 in the records of the Office of the Probate Judge of Tuscaloosa County, Alabama. (AL3 003)

Oil, Gas and Mineral Lease from WILMA L. KEETH, a widow, also known as WILMA L. KEITH to GAS TECHNOLOGIES, INC., dated May 28, 1987 and recorded in Deed Book 951, pages 295-298 in the records of the Office of the Probate Judge of Tuscaloosa County, Alabama. (AL3 005)

Oil, Gas and Mineral Lease from ROBERT W. POELLNITZ, Executor under the Last Will and Testament of Eugene H. Alston, deceased, to GAS TECHNOLOGIES, INC., dated June 4, 1987 and recorded in Deed Book 951, pages 288-291 in the records of the Office of the Probate Judge of Tuscaloosa County, Alabama. (AL3 007)

Oil, Gas and Mineral Lease from WILBUR C. BELK, et ux, to GAS TECHNOLOGIES, INC., dated September 24, 1987 and recorded in Deed Book 957, pages 372-374 in the records of the Office of the Probate Judge of Tuscaloosa County, Alabama. (AL3 008)

Oil, Gas and Mineral Lease from DORIS N. HINTON, a widow, to GAS TECHNOLOGIES, INC., dated September 17, 1987 and recorded in Deed Book 957, pages 375-378 in the records of the Office of the Probate Judge of Tuscaloosa County, Alabama. (AL3 009)

Oil, Gas and Mineral Lease from TURPIN VISE, et ux, to GAS TECHNOLOGIES, INC., dated June 8, 1987 and recorded in Deed Book 951, pages 284-287 in the records of the Office of the Probate Judge of Tuscaloosa County, Alabama. (AL3 010)

Oil, Gas and Mineral Lease from EMMETT O. DENDY, et al, to GAS TECHNOLOGIES, INC., dated September 25, 1987 and recorded in Deed Book 957, pages 368-371 in the records of the Office of the Probate Judge of Tuscaloosa County, Alabama. (AL3 011)

Oil, Gas and Mineral Lease from EDWARD W. OEHMIG, JR. to MCKENZIE METHANE CORPORATION, dated April 28, 1989 and recorded in Deed Book 1015, pages 256-258 in the records of the Office of the Probate Judge of Tuscaloosa County, Alabama. (AL3 018A)

Oil, Gas and Mineral Lease from LEWIS W. OEHMIG to MCKENZIE METHANE CORPORATION, dated April 28, 1989 and recorded in Deed Book 1015, pages 259-261 in the records of the Office of the Probate Judge of Tuscaloosa County, Alabama. (AL3 018B)

Oil, Gas and Mineral Lease from BETTY O. FIELDS, et vir, to MCKENZIE METHANE CORPORATION, dated April 28, 1989 and recorded in Deed Book 1015, pages 262-264 in the records of the Office of the Probate Judge of Tuscaloosa County, Alabama. (AL3 018C)

Oil, Gas and Mineral Lease from VON D. OEHMIG to MCKENZIE METHANE CORPORATION, dated April 28, 1989 and recorded in Deed Book 1015, pages 265-267 in the records of the Office of the Probate Judge of Tuscaloosa County, Alabama. (AL3 018D)

Oil, Gas and Mineral Lease from FRANCES O. COLLINS to MCKENZIE METHANE CORPORATION, dated April 28, 1989 and recorded in Deed Book 1015, pages 268-269 1/2 in the records of the Office of the Probate Judge of Tuscaloosa County, Alabama. (AL3 018E)

Oil, Gas and Mineral Lease from DANIEL W. OEHMIG to MCKENZIE METHANE CORPORATION, dated April 28, 1989 and recorded in Deed Book 1015, pages 270-272 in the records of the Office of the Probate Judge of Tuscaloosa County, Alabama. (AL3 018F)

EXHIBIT A A

Oil, Gas and Mineral Lease from FRANCES GERTRUDE OEHMIG to MCKENZIE METHANE CORPORATION, dated April 28, 1989 and recorded in Deed Book 1015, pages 273-275 in the records of the Office of the Probate Judge of Tuscaloosa County, Alabama. (AL3 018G)

Oil, Gas and Mineral Lease from DANBAR N. OEHMIG to MCKENZIE METHANE CORPORATION, dated April 28, 1989 and recorded in Deed Book 1015, pages 276-278 in the records of the Office of the Probate Judge of Tuscaloosa County, Alabama. (AL3 018H)

Oil, Gas and Mineral Lease from WILLIAM G. OEHMIG, III, et ux, to MCKENZIE METHANE CORPORATION, dated April 28, 1989 and recorded in Deed Book 1015, pages 279-281 in the records of the Office of the Probate Judge of Tuscaloosa County, Alabama. (AL3 018I)

Oil, Gas and Mineral Lease from KATHERINE O. STONE to MCKENZIE METHANE CORPORATION, dated April 28, 1989 and recorded in Deed Book 1015, pages 282-284 in the records of the Office of the Probate Judge of Tuscaloosa County, Alabama. (AL3 018J)

Oil, Gas and Mineral Lease dated January 26, 1988, between JOSEPH S. RICE, JR., ET UX, as Lessor, to MARIO CARNEVALE, ET AL, as Lessee, and recorded in Book 965, Page 424 of the Deed Records of Tuscaloosa County, Alabama. (AL3 019)

INSOFAR AND ONLY INSOFAR as the acreage covered by the above lease is included in the tracts described herein below.

All of said tracts are located in Tuscaloosa County, Alabama.

(AL3 911)

Two contiguous tracts containing 88.5 acres, more or less, and more fully described as follows:

- A)
Township 24 North, Range 5 East:
Section 1 - NE/4 of NW/4
- B)
Township 22 South, Range 10 West:
Fractional Section 36

Commencing at southeast corner of Fractional Section 36. Thence west with south line a distance of 1320', more or less, to point of beginning. Thence north parallel to the east line of section a distance of 1575', more or less, to a point on the north line. Thence northwesterly along the north line a distance of 1320', more or less. Thence south parallel to the east line of section a distance of 1625', more or less, to a point on the south line of section. Thence east along south line a distance of 1320', more or less, to point of beginning.

(AL3 912)
(AL3 942)

Two contiguous tracts containing 90.4 acres, more or less, and more fully described as follows:

- A)
Township 22 South, Range 10 West:
Section 25 - SE/4 of SW/4
- B)
Township 22 South, Range 10 West:
Fractional Section 36

Commencing at southeast corner of Fractional Section 36. Thence west along south line a distance of 2640', more or less, to point of beginning. Thence north parallel to east line of section a distance of 1625', more or less, to a point on north line of section. Thence northwesterly along north line of section a distance of 1320', more or less. Thence south parallel to east line a distance of 1700', more or less, to a point on south line. Thence east along south line a distance of 1320', more or less, to point of beginning.

EXHIBIT A A

(AL3 913)

Three contiguous tracts containing 84.5 acres, more or less, and more particularly described as follows:

- A)
Township 22 South, Range 10 West:
Section 25 - SE/4 of SE/4
- B)
Township 22 South, Range 9 West:
Section 30 - SW/4 of SW/4
- C)
Township 22 South, Range 9 West:
Fractional Section 31

A triangular tract. Commencing at southwest corner of Section 31, and thence running a north direction along west line of Section, a distance of 1320', more or less, to point of beginning. Thence east parallel to south line of Section a distance of 2640', more or less, to point of intersection on north line of Fractional Section 31. Thence in a northwesterly direction along north line a distance of 2640', more or less, to northwest corner of section. Thence south along west line a distance of 150', more or less, to point of beginning.

(AL3 907)

Township 24 North, Range 6 East:
Section 6 - SE/4 of NW/4 and NE/4 of SW/4 being 80 acres, more or less.

(AL3 908)

Township 24 North, Range 6 East:
Section 6 - SW/4 of NE/4 and NW/4 of SE/4 being 80 acres, more or less.

(AL3 914)

Comprised of 2 tracts containing 75 acres, more or less, more fully described as follows:

- A)
Township 24 North, Range 6 East:
Section 6 - NW/4 of NE/4
- B)
Township 22 South, Range 9 West:
Fractional Section 31

Beginning at southeast corner of Fractional Section 31. Thence north along east line of Section a distance of 1250', more or less, to northeast corner of section. Thence northwesterly along north line a distance of 1205', more or less. Thence south parallel to east line a distance of 1280' to a point on south line of section, thence along south line a distance of 1205', more or less, to point of beginning.

(AL3 910)

A 77.8 acre tract, more or less, more fully described as follows:

Township 22 South, Range 9 West:
Fractional Section 32

Beginning at southwest corner of Fractional Section 32. Thence east along south line a distance of 2885', more or less, thence north parallel with west line a distance of 1100', more or less, to a point on north line of Section 32. Thence northwesterly along north line a distance of 2885', more or less, to northwest corner of section. Thence south with west line of section a distance of 1250', more or less, to point of beginning.

(AL3 909)

Township 24 North, Range 5 East:
Section 1 - NW/4 of SE/4 and NE/4 of SW/4 containing 80 acres, more or less.

EXHIBIT AA

(AL3 965)
(AL3 920)

Township 22 South, Range 9 West:
Section 29 - W/2 of the SW/4, containing 80 acres, more or less.

(AL3 918)
(AL3 941)

Township 24 North, Range 6 East:
Section 6 - E/2 of NE/4, containing 80 acres, more or less.

(AL3 966)
(AL3 915)

Township 24 North, Range 6 East:
Section 6 - E/2 of SE/4, containing 80 acres, more or less.

(AL3 917)

Comprised of two non-contiguous tracts containing 80 acres, more or less,
described as follows:

- A)
Township 22 South, Range 10 West:
Section 25 - NE/4 of SW/4
- B)
Township 24 North, Range 5 East:
Section 1 - SE/4 of SW/4

(AL3 919)

Township 22 South, Range 10 West:
In Section 26 and Fractional Section 35 described as follows:

Beginning at the northeast corner of the SE/4 of SE/4 of Section 26. Thence run west parallel to the south line of section a distance of 1840', more or less. Thence run south parallel to the east line at 1320', more or less, passing a point on the south line of section, continuing into Fractional Section 35 for a total distance of 1820', more or less. Thence east parallel to the south line of Section 35 for a distance of 1840', more or less, to a point of the east line of Section 35.

Thence north with the east line of Section 35 and 26 at 450' passing the northeast corner of Section 35 and continuing into Section 26 for a total distance of 1770', more or less, to the point of beginning. The above tract contains 75.8 acres, more or less.

(AL3 921)

Township 22 South, Range 10 West:
Fractional Section 35:

An 80 acre tract, more or less, more particularly described as follows; Beginning at the southeast corner of Fractional Section 35. Thence run north along the east line of section a distance of 1320', more less. Thence run west parallel to the south line of section a distance of 2640', more or less. Thence run south parallel to the east line of section a distance 1320', more or less, to a point in the south line of section. Thence run east along south line a distance of 2640', more or less, to the point of beginning.

(AL3 928)

Township 24 North, Range 5 East:
Comprised of two contiguous tracts containing 76.7 acres, more or less, in
Section 2 -

- A)
SW/4 of NE/4
- B)
NW/4 of NE/4, less and except a 3.3 acre tract in the northwest corner
more particularly described as follows:

EXHIBIT A B

(AL3 928) - Cont'd

Beginning at the northwest corner of NW/4 of NE/4. Thence run east along the north line of section a distance of 120', more or less. Thence run south parallel to the east line of section a distance of 1200', more or less. Thence run west parallel to the north line of section a distance of 120', more or less, to a point on the west line of NW/4 of NE/4 of section. Thence north along west line of NW/4 of NE/4 a distance of 1200', more or less, to the point of beginning.

(AL3 937)

and (AL3 929)

Township 22 South - Range 10 West:
Fractional Section 35 -

Begin at the southwest corner of Fractional Section 35, thence North along west line of section a distance of 1940', more or less, to the northwest corner. Thence in a southeasterly direction along north line of section a distance of 3500', more or less. Thence south parallel with east line of section 500', more or less. Thence west parallel to south line of section 2000', more or less, to a point in the west R.O.W. line of Alabama Highway #69. Thence in a southwesterly direction along west R.O.W. line a distance of 1350' to a point on the south line of section. Thence west along south line of section a distance of 1150', more or less, to the point of beginning; Less and except any part of .58 acre tract conveyed to the State of Alabama and described in Deed Book 713, Page 211 which boundaries fall within the above described tract and less and except a 1.80 acre tract conveyed to Amelia H. Carroll and described in Deed Book 652, Page 4. TRACT 2 contains 84.81 acres, more or less.

(AL3 927)

Township 22 South Range 10 West;
Fractional Section 34 -

Beginning at the Southeast corner of Fractional Section 34. Thence north along east line of section a distance of 1940', more or less, to the Northeast corner of section. Thence Northwesterly along north line of section a distance of 2000', more or less. Thence south parallel to East line of section a distance of 2060', more or less, to a point on the south line of section. Thence east along south line a distance of 370', more or less. Thence north a distance of 210', more or less. Thence east a distance of 1260' more or less, thence south a distance of 210', more or less, to a point on the south line of section. Thence east along south line of section a distance of 370', more or less, to the point of beginning. Tract 3 contains 85.76 acres, more or less.

(AL3 967)

Township 22 South - Range 10 West:
Fractional Section 34 -

Commencing at the Southeast corner of Fractional Section 34. Thence west along south line a distance of 2,000', more or less, to P.O.B. Thence north parallel to East line of section a distance of 2060', more or less, to a point on the north line of section. Thence northwesterly along north line of section a distance of 1700', more or less. Thence south parallel to the west line of section a distance of 2130', more or less, to a point on south line of section. Thence east along south line a distance of 1700', more or less, to the point of beginning. TRACT 4 contains 81.76 acres, more or less.

(AL3 968)

Township 22 South - Range 10 West:
Fractional Section 34 -

Beginning at the southwest corner of Fractional Section 34. Thence east along south line of section a distance of 1580', more or less. Thence north parallel to west line of section a distance of 2130', more or less, to a point on the north line of Fractional Section 34. Thence northwesterly along north line a distance of 1580', more or less, to the northwest corner of section. Thence south along west line of Fractional

EXHIBIT AA

(AL3 968) - Cont'd

Section 34 a distance of 2200', more or less, to the point of beginning.
TRACT 5 contains 78.53 acres, more or less.

(AL3 923)

Township 24 North - Range 5 East:
Section 4 - W/2 of NE/4 containing 80 acres, more or less.

(AL3 932)

Township 24 North - Range 5 East
Section 4 - E/2 of NE/4 containing 80 acres, more or less.

(AL3 925)

Township 22 South - Range 10 West:
Section 27 - E/2 of SW/4 containing 80 acres, more or less.

(AL3 931)

Township 22 South - Range 10 West:
Section 27 - W/2 of SE/4 containing 80 acres, more or less.

(AL3 926)

Township 22 South - Range 10 West:
Section 26 -

- A. The west 25 acres of all that part of SW/4 of NW/4 lying west of the Old Greensboro Road, less 3 acres off the south side thereof (22 acres)
- B. Two acres in the SW corner of the NW/4 of NW/4 (2 acres),
- C. N/2 of SW/4 of SW/4 (20 acres),
- D. 6.35 acres in the south part of the SW/4 of NW/4 lying west of the Old Greensboro Road & north and west of Big Sandy Creek.
- E. S/2 of SW/4 of SW/4 (20 acres).
- F. All that part of the S/2 of SE/4 of SW/4 lying west of Old Greensboro Road less and except 2 acres, more or less, on the south side (5.04 acres).
- G. A parcel of land containing 2.5 acres, more or less, in the SW corner of the SE/4 of SW/4, lying west of Highway No. 69.
- H. A parcel of land containing 2.5 acres, more or less, in the SE corner of the SE/4 of SW/4, being all that part of the SE/4 of SW/4 lying east of the Old Greensboro Highway and south of a dirt road.
*contains 80.39 acres, more or less.

(AL3 924)

Township 22 South - Range 10 West:
Section 27 - W/2 of NE/4 save and except 1 ac. in the northeast corner of the west 17 acres of the NW/4 of NE/4. Contains 79 acres, more or less.

(AL3 922)

Township 22 South - Range 10 West:
Section 27 - W/2 of NW/4 less 1.74 - acre tract in the NW/4 of NW/4. TRACT 15 contains 78.26 acres, more or less.

(AL3 944)

Township 22 South - Range 10 West
Section 28 - E/2 of the SE/4, containing 80 acres, more or less.

Each tract listed herein below consists of 40 acres, more or less:

TOWNSHIP 24 NORTH, RANGE 6 EAST:

NW/4 of NW/4 of Section 6 (AL3 903)

SW/4 of NW/4 of Section 6 (AL3 905)

EXHIBIT AA

TOWNSHIP 24 NORTH, RANGE 5 EAST:

NE/4 of NE/4 of Section 1 (AL3 900)
SE/4 of NE/4 of Section 1 (AL3 902)
SW/4 of NE/4 of Section 1 (AL3 901)
NE/4 of SE/4 of Section 1 (AL3 948)
SE/4 of NW/4 of Section 1 (AL3 974)
NW/4 of NE/4 of Section 1 (AL3 977)

TOWNSHIP 22 SOUTH, RANGE 9 WEST:

Beginning at the Southwest corner of irregular section 31; thence running in a northerly direction along the west line of said section a distance of 1320', more or less; thence running, east and parallel to the south section line a distance of 1320', more or less; thence running south a distance of 1320', more or less, to the south line of said section; thence west along the south section line 2640', more or less, to the point of beginning. (AL3 976)

Beginning at a point on the south section line which is 1320' east of the Southwest corner of irregular section 31; thence running in a northerly direction parallel to the west line of said section a distance of 1320', more or less; thence running east and parallel to the south section line a distance of 1320', more or less; thence running south a distance of 1320', more or less, to the south line of said section; thence west along the south section line 1320', more or less, to the point of beginning. (AL3 975)

TOWNSHIP 24 NORTH, RANGE 6 EAST:

NW/4 of SW/4 of Section 6 (AL3 978)

Each tract listed herein below consists of 80 acres, more or less, unless otherwise indicated:

TOWNSHIP 22 SOUTH, RANGE 9 WEST:

E/2 of SW/4 of Section 30 (AL3 949)

TOWNSHIP 22 SOUTH, RANGE 10 WEST:

W/2 of NE/4 of Section 22 (AL3 951)
E/2 of NE/4 of Section 22 (AL3 952)

TOWNSHIP 24 NORTH, RANGE 4 EAST:

N/2 of NE/4 of Section 1 (AL3 971)
S/2 of NW/4 of Section 1 (AL3 953)
N/2 of SE/4 of Section 1 (AL3 954)

TOWNSHIP 22 SOUTH, RANGE 11 WEST:

Beginning at the southeast corner of irregular Section 36; thence west along the south line a distance of 2640', more or less; thence north parallel to the east line of Section a distance of 1320', more or less; thence east parallel to south line a distance of 2640', more or less, to a point on the east line of section; thence south along east Section line a distance of 1320', more or less, to point of beginning. (AL3 970)

WATER DISPOSAL WELLS

TOWNSHIP 24 NORTH, RANGE 5 EAST:

Located in the SW/4 of NE/4 of Section 1
(State Permit #2617-A)

EXHIBIT A A

NARROWS PROSPECT

An undivided six percent (6%) interest in and to the entire leasehold estate created by the following:

Occluded Gas Lease dated May 20, 1983 from United States Steel Corporation, as Lessor to De-Gas, an Alabama general partnership, as Lessee, a declaration of which is filed of record in Book 495, Page 49, Jefferson County, Alabama Probate Records. (AL1 001A)

INSOFAR AND ONLY INSOFAR as the acreage covered by the above lease is included in the tracts described herein below.

The following property is situated in Jefferson County, Alabama. Each tract listed herein below consists of 40 acres, more or less;

TOWNSHIP 18 SOUTH. RANGE 6 WEST:

NE/4 of NE/4 of Section 17 (AL1 905)
NW/4 of NE/4 of Section 17 (AL1 900)
NE/4 of NW/4 of Section 17 (AL1 901)
SW/4 of NW/4 of Section 17 (AL1 907)
SW/4 of NE/4 of Section 17 (AL1 927)
SE/4 of NE/4 of Section 17 (AL1 928)
SE/4 of SE/4 of Section 7 (AL1 906)
NE/4 of SE/4 of Section 7 (AL1 904)
SE/4 of SW/4 of Section 8 (AL1 902)
SW/4 of SE/4 of Section 8 (AL1 903)

TOWNSHIP 17 SOUTH - RANGE 7 WEST:

NW/4 of NW/4 of Section 36 (AL1 990)
SE/4 of NW/4 of Section 36 (AL1 974)
NE/4 of SW/4 of Section 36 (AL1 993)

TOWNSHIP 17 SOUTH - RANGE 6 WEST:

NE/4 of NE/4 of Section 31 (AL1 977)
SW/4 of NW/4 of Section 31 (AL1 981)
SW/4 of NE/4 of Section 31 (AL1 982)
NE/4 of SW/4 of Section 31 (AL1 979)
NE/4 of SE/4 of Section 31 (AL1 980)
SW/4 of SW/4 of Section 31 (AL1 978)
SW/4 of SE/4 of Section 31 (AL1 988)

TOWNSHIP 18 SOUTH - RANGE 7 WEST:

SW/4 of SE/4 of Section 2 (AL1 1510)
SW/4 of NW/4 of Section 1 (AL1 973)
NE/4 of NE/4 of Section 11 (AL1 1526)

EXHIBIT A A

TOWNSHIP 18 SOUTH - RANGE 7 WEST - CONT'D:

SW/4 of NE/4 of Section 11 (AL1 1523)
NE/4 of SE/4 of Section 11 (AL1 1524)
SW/4 of SE/4 of Section 11 (AL1 1529)
NE/4 of NW/4 of Section 12 (AL1 1527)
SW/4 of NW/4 of Section 12 (AL1 1525)
NE/4 of SE/4 of Section 12 (AL1 1536)
NW/4 of NW/4 of Section 12 (AL1 1534)
SE/4 of NE/4 of Section 12 (AL1 1508)
NE/4 of SW/4 of Section 12 (AL1 1514)
SW/4 of SW/4 of Section 12 (AL1 1515)
SW/4 of SE/4 of Section 12 (AL1 1517)
NE/4 of NE/4 of Section 14 (AL1 1516)
SW/4 of NE/4 of Section 14 (AL1 1530)
NE/4 of SE/4 of Section 14 (AL1 1522)
SW/4 of SE/4 of Section 14 (AL1 1533)
NE/4 of NW/4 of Section 13 (AL1 1518)
NE/4 of NE/4 of Section 13 (AL1 1528)
SW/4 of NW/4 of Section 13 (AL1 1519)
SW/4 of NE/4 of Section 13 (AL1 1511)
NE/4 of SW/4 of Section 13 (AL1 1513)
NE/4 of SE/4 of Section 13 (AL1 1512)
SW/4 of SW/4 of Section 13 (AL1 1520)
SW/4 of SE/4 of Section 13 (AL1 1521)
SE/4 of SW/4 of Section 13 (AL1 1531)
SE/4 of SE/4 of Section 13 (AL1 1532)
SE/4 of NE/4 of Section 13 (AL1 1535)
NW/4 of SW/4 of Section 1 (AL1 1502)
SE/4 of SE/4 of Section 12 (AL1 956)

TOWNSHIP 18 SOUTH, RANGE 6 WEST:

NE/4 of NE/4 of Section 6 (AL1 989)
SW/4 of SW/4 of Section 6 (AL1 975)
SE/4 of SE/4 of Section 5 (AL1 1537)
NE/4 of SW/4 of Section 5 (AL1 971)
SW/4 of SE/4 of Section 5 (AL1 1500)
NW/4 of SE/4 of Section 7 (AL1 941)

EXHIBIT AA

TOWNSHIP 18 SOUTH, RANGE 6 WEST:

NE/4 of NE/4 of Section 8 (AL1 929)
SE/4 of NW/4 of Section 8 (AL1 931)
NE/4 of SW/4 of Section 8 (AL1 932)
SW/4 of SW/4 of Section 18 (AL1 1509)

Each tract listed herein below consists of 80 acres, more or less, unless otherwise indicated:

TOWNSHIP 18 SOUTH, RANGE 6 WEST:

W/2 of SE/4 of Section 17 (AL1 951)
E/2 of SW/4 of Section 17 (AL1 911)
W/2 of SW/4 of Section 17 (AL1 953)
W/2 of SE/4 of Section 18 (AL1 945)
E/2 of SW/4 of Section 18 (AL1 924)
S/2 of NW/4 of Section 18 (AL1 946)
NW/4 of NW/4 of Section 18; SW/4 of SW/4 of Section 7 (AL1 943)
NE/4 of NW/4 of Section 7; SE/4 of SW/4 of Section 6 (AL1 938)
NE/4 of SE/4, SE/4 of NE/4 of Section 5 (AL1 987)
W/2 of NE/4 of Section 5 (AL1 960)

TOWNSHIP 17 SOUTH, RANGE 6 WEST:

SE/4 of NE/4, NE/4 of SE/4 of Section 32 (AL1 984)
N/2 of NE/4 of Section 32 (AL1 986)
N/2 of NW/4 of Section 32 (AL1 962)
NE/4 of SW/4, NW/4 of SE/4 of Section 32 (AL1 983)
W/2 of SW/4 of Section 32 (AL1 1505)
SW/4 of NW/4 of Section 32; SE/4 of NE/4 of Section 31 (AL1 961)
SW/4 of NE/4, SE/4 of NW/4 of Section 32 (AL1 985)
N/2 of NW/4 of Section 31 (AL1 963)

TOWNSHIP 17 SOUTH, RANGE 7 WEST:

W/2 of NE/4 of Section 36 (AL1 992)
E/2 of NE/4 of Section 36 (AL1 991)
N/2 of SE/4 of Section 36 (AL1 1501)
SW/4 of SE/4 of Section 36; NW/4 of NE/4 of Section 1 (AL1 972)

W/2 of SW/4 of Section 36 (AL1 1504)

TOWNSHIP 18 SOUTH, RANGE 6 WEST:

NW/4 of SW/4, SW/4 of NW/4 of Section 7 (AL1 939)
NE/4 of SW/4, NW/4 of SE/4 of Section 6 (AL1 999)
NE/4 of NE/4 of Section 5; SE/4 of SE/4 of Section 32 (AL1 964)

EXHIBIT A A

TOWNSHIP 18 SOUTH, RANGE 7 WEST:

NE/4 of SE/4 of Section 1; NW/4 of SW/4 of Section 6 (AL1 954)

E/2 of NE/4 of Section 1 (AL1 955) :

W/2 of NE/4 of Section 12 (AL1 957)

S/2 of SE/4 of Section 1 (AL1 998)

E/2 of SW/4 of Section 1 (AL1 997)

SW/4 of NE/4, NW/4 of SE/4 of Section 1 (AL1 996)

E/2 of NW/4 of Section 1 (AL1 1503)

EXHIBIT A A

NARROWS PROSPECT

An undivided 3.837 percent (3.837%) interest in and to the entire leasehold estate created by the following:

Occluded Gas Lease dated May 20, 1983 from United States Steel Corporation, as Lessor to De-Gas, an Alabama general partnership, as Lessee, a declaration of which is filed of record in Book 495, Page 49, Jefferson County, Alabama Probate Records. (AL1 001A)

INSOFAR AND ONLY INSOFAR as the acreage covered by the above leases is included in the tracts described herein below.

The following property is situated in Jefferson County, Alabama. Each tract listed herein below consists of 40 acres, more or less;

TOWNSHIP 18 SOUTH, RANGE 6 WEST:

NE/4 SE/4 of Section 17 (AL1 909)

SE/4 NW/4 of Section 17 (AL1 926)

SE/4 SE/4 of Section 17 (AL1 948)

Inst # 1992-15837

08/03/1992-15837
03:22 PM CERTIFIED
SHELBY COUNTY JUDGE OF PROBATE
045 MCD 119.50