

OIL AND GAS LEASE

(PAID-UP)

AGREEMENT, made and entered into on December 17, 2003, by and between, William Howard Debus and Jeanette Mae Debus, Trustees of the Debus Living Trust, dated February 21, 1996, of PO Box 371, Cherokee Village, AR 72525-371, party of the first part, hereinafter called Lessor (whether one or more), and WICR CBMI, LLC, of 515 Congress Avenue, Suite 1875, Austin, TX 78701, party of the second part, hereinafter called Lessee.

WITNESSETH, That the said Lessor, for an in consideration of Ten and More Dollars (\$10.00), cash in hand paid, receipt of which is hereby acknowledged and of the covenants and agreement hereinafter contained on the part of Lessee to be paid, kept, and performed, has granted, demised, leased and let and by these presents does exclusively grant, demise, lease and let unto the said Lessee, for the purpose of investigating, exploring by geophysical and other means, prospecting, drilling, mining, and operating for and producing oil, gas, coalbed methane gas, and all substances produced in association therewith including the right to produce and remove gas from coal bearing formations and seams; injecting gas, waters, other fluids, and air into subsurface strata; laying pipe lines, storing oil, building tanks, power stations, roadways, and other structures and things thereon to produce, save, take care of, treat, dewater coalbed methane gas formations, process, store, transport and market said oil, liquid hydrocarbons, gases, and their respective constituent products, the following described land together with any reversionary rights and after-acquired interests therein, situated in the County of Richardson, State of Nebraska, described as follows, to-wit:

Township 3 North, Range 16 East

✓ Section 19: Northeast Quarter (NE/4)

and containing 160 acres more or less.

It being intended to include herein all lands and interests therein contiguous to or appurtenant to said described lands owned or claimed by Lessor, including any and all accretion and riparian rights.

It is agreed that this lease shall remain in force for a term of five (5) years from this date and as long thereafter as oil or gas, or either of them, is produced from said land by the Lessee, or the premises are being developed or operated.

In consideration of the premises the said Lessee covenants and agrees:

1st To deliver to the credit of lessor, free of cost, in the pipeline to which he may connect his wells, the equal 1/8th part of all oil produced and saved from the leased premises.

2nd The lessee shall pay to lessor for gas produced from any oil well and used by the lessee for the manufacture of gasoline or any other product as royalty 1/8th of the market value of such gas at the mouth of the well; if said gas is sold by the lessee, then as royalty 1/8th of the net proceeds of the sale thereof at the mouth of the well. The lessee shall pay lessor as royalty 1/8th of the net proceeds from the sale of gas as such at the mouth of the well. Lessor shall pay a proportionate part of all excise, depletion, privilege and production taxes now or hereafter levied, assessed or charged on oil or gas produced from said premises.

This is a paid-up lease and all cash consideration first recited above and annual rentals have been paid to lessor in advance to keep this lease in full force and effect throughout the primary term. In consideration of the payment of such cash consideration and advance annual rentals, lessor agrees that lessee shall not be obligated, except as otherwise provided herein, to commence or continue any operations during the primary term. Lessee may at any time or times during or after the primary term surrender this lease as to all or any portion of the land described above, and as to any strata or stratum, by delivering to lessor or by filing of record a release or releases, and be relieved of all obligations thereafter accruing to the acreage surrendered.

Any payments required to be made to lessors pursuant to this lease, other than the payment of royalties, may be paid by lessee to the lessor or to lessor's credit in the First National Banking Company Bank, at Cherokee Village, Arkansas (or its successor or successors, or any bank with which it may be merged or consolidated, or which succeeds to its business assets or any part thereof, by purchase or otherwise) which shall continue as the depository regardless of changes in the ownership of said land or the oil and gas. All such payments may be made by cash, check or draft, mailed or delivered on or before the due date for that payment. Any payments so made shall be binding on the heirs, devisees, executors, administrators, and personal representatives of lessor and on lessor's successors in interest or on lessor's assigns.

If at any time, either before or after the expiration of the primary term of this lease, there is a well capable of producing oil or gas on lands covered by this lease, or on other lands with which lands covered by this lease are pooled or unitized, but the well is shut-in, whether before or after production therefrom, and this lease is not being maintained otherwise as provided herein, this lease shall not terminate (unless released by lessee) and it shall nevertheless be considered that oil or gas is being produced from lands covered by this lease during all times while the well is so shut-in. Lessee shall use reasonable diligence to market the oil or gas capable of being produced from such shut-in well, but shall be under no obligation to market the oil or gas under terms, conditions or circumstances which, in lessee's judgment exercised in good faith, are unsatisfactory. When the lease is continued in force in this manner, lessee shall pay or tender to the lessor or lessor's successors or assigns, an amount equal to \$1.00 per net mineral acre covered by the lease. Such payments shall be made on or before the shut-in royalty payment date, as defined below, next occurring after the expiration of one hundred twenty (120) days from the date the well was shut-in, unless prior to such date oil or gas from the well is sold or used or the lease is otherwise maintained as provided herein. In like manner, on or before each succeeding shut-in royalty payment date while such well remains shut-in, lessee shall make payment of shut-in royalty in the same amount and manner. The term "shut-in royalty payment date" shall mean the anniversary date of this lease. Any shut-in royalty payment may be made by cash, draft or check, mailed or tendered on or before the shut-in royalty date. Lessee's failure to pay or tender, or properly pay or tender, any such sum shall render lessee liable for the amount due but it shall not operate to terminate the lease.

If said lessor owns a less interest in the above described land than the entire and undivided fee simple estate therein, then the royalties, including shut-in royalty, herein provided shall be paid the lessor only in the proportion which lessor's interest bears to the whole and undivided fee. Any interest in production from the lands described herein to which the interest of lessor may be subject shall be deducted from the royalty herein reserved.

Lessee shall have the right to use, free of cost, gas, oil and water produced on said land for its operation thereon, except water from wells of lessor.

When requested by lessor, lessee shall bury his pipe lines below plow depth.

No well shall be drilled nearer than 200 feet to the house or barn now on said premises, without the written consent of the lessor.

Lessee shall pay for damages caused as a direct result of its operations to growing crops on said land.

Lessee shall have the right at any time to remove all machinery and fixtures placed on said premises, including the right to draw and remove casing.

Lessee shall have Lessor's consent to stimulate or fracture the formations drilled hereunder.

If the lessee shall commence to drill a well within the terms of this lease or any extension thereof, the lessee shall have the right to drill such well to completion with reasonable diligence and dispatch, and if oil or gas, or either of them, be found in paying quantities, this lease shall continue and be in force with the like effect as if such well had been completed within the term of years herein first mentioned. In the event oil or gas is found in paying quantities and later become exhausted, this Lease shall continue in force for one (1) year after all wells on the leased premises, or on the part or parts thereof pooled with other lands, have been plugged in compliance with State and/or Federal regulations.

Lessee, at its option, is hereby given the right and power to pool or combine the acreage covered by this Lease or any portion thereof with other lands, lease or leases in the immediate vicinity thereof, when in Lessee's judgment it is necessary or advisable to do so in order to properly develop and operate said Lease premises so as to promote the conservation of oil, gas or other minerals in and under and that may be produced from said premises. Lessee shall execute in writing and record in the conveyance records of the county in which the land herein leased is situated an instrument identifying and describing the pooled acreage. The entire acreage so pooled into a tract or unit shall be treated, for all purposes except the payment of royalties on production from the pooled unit, as if it were included in this lease. If production is found on the pooled acreage, it shall be treated as if production is had from this lease, whether the well or wells be located on the premises covered by this lease or not. In lieu of the royalties elsewhere herein specified, Lessor shall receive on production from a unit so pooled only such portion of the royalty stipulated herein as the amount of his acreage placed in the unit or his royalty interest therein on an acreage basis bears to the total acreage so pooled in the particular unit involved.

If the estate of either party hereto is transferred, and the privilege of transferring in whole or in part is expressly allowed, or if the rights hereunder of either party hereto are vested by descent or devise, the covenant's hereof shall extend to and be binding on the heirs, devisees, executors, administrators, successors, or assigns, but no change in the ownership of said land or of any right hereunder shall be binding on the lessee until after lessee has been furnished with the original or a certified copy thereof of any transfer by lessor or with a certified copy of the will of lessor together with a transcript of the probate thereof or, in the event lessor dies intestate and his estate is being administered, with a transcript of the administration proceedings or, in the event of the death of lessor and no administration being had on the estate, with an instrument satisfactory to lessee executed by lessor's heirs authorizing payment or deposit or tender to their credit as hereinbefore provided, at least thirty days before said rentals and royalties are payable or due and it is hereby agreed in the event this lease shall be assigned as to a part or as to parts of the above described lands and the assignee or assignees of such part or parts shall fail or make default in the payment of the proportionate part of the rents due from him or them, such default shall not operate to defeat or affect this lease in so far as it covers a part or parts of said lands upon which the said lessee or any assignee thereof shall make due payments of said rentals. In case lessee assigns this lease, in whole or in part, lessee shall be relieved of all obligations with respect to the assigned portion or portions arising subsequent to the date of assignment. If the leased premises are now or hereafter owned in severalty or in separate tracts, the premises, nevertheless, may be developed and operated as an entirety, and the royalties shall be paid to each separate owner in the proportion that the acreage owned by him bears to the entire leased area. There shall be no obligation on the part of the lessee to offset wells on separate tracts into which the land covered by this lease may hereafter be divided by sale, devise, or otherwise, or to furnish separate measuring or receiving tanks for the oil produced from such separate tracts.

The Lessors, for themselves and their heirs, successors and assigns, hereby surrender and release all rights of dower and homestead in the premises herein described insofar as said rights of dower and homestead may in any way affect the purpose for which this lease is made as recited herein.

Lessor hereby warrants and agrees to defend the title to the lands herein described, and agrees that the Lessee shall have the right at any time to redeem for Lessor by payment of any mortgages, taxes or other liens on the above described lands, in the event of default of payment by Lessor, and be subrogated to the rights of the holder thereof and may reimburse itself from any rental or royalties accruing hereunder.

Lessee or its assigns is hereby given the option, but not the obligation to be exercised prior to the date on which this lease or any portion thereof would expire in accordance with its terms and provisions, of extending this lease for a period of five (5) years as to all or any portion of the acreage then held hereunder which would expire unless so extended, the only action required by Lessee to exercise this option being the payment to Lessor (s) at the address on this lease the additional consideration of the sum of \$6.00 per net acre for each acre so extended. If this lease is extended as to only a portion of the acreage then covered hereby, Lessee shall designate such portion by a recordable instrument. Should this option be exercised as to all or any portion as herein provided, it shall be considered for all purposes as though this lease originally provided for a primary term of ten (10) years. In the event this lease is being maintained by any provision hereof at the expiration of the original primary term, Lessee shall have a period of thirty (30) days from the date this lease ceases to be so maintained within which to exercise this option.

IN TESTIMONY WHEREOF, we sign on the date first written above.

William Howard Debus
William Howard Debus, Trustee of the
Debus Living Trust, dated February 21, 1996

Jeanette Mae Debus
Jeanette Mae Debus, Trustee of the
Debus Living Trust, dated February 21, 1996

Social Security #: 505 16 2905

Social Security #: 508 36 1566

(ACKNOWLEDGEMENT FOR INDIVIDUAL)

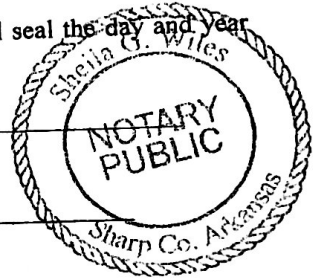
State of Arkansas }
County of Sharp }

Before me, the undersigned, a Notary Public in and for said County and State on this 23rd day of December, 2003, personally appeared **William Howard Debus and Jeanette Mae Debus, Trustees of the Debus Living Trust, dated February 21, 1996**, to me known to be the identical persons described in and who executed the within and foregoing instrument and acknowledged to me that they executed the same as their free and voluntary act and deed for the purposes therein set forth.

IN WITNESS WHEREOF, I have hereunto set my official signature and affixed my official seal the day and year first above written.

My commission expires: 4-10-2013

Sheila G. Wiles
Notary Public



(CORPORATION ACKNOWLEDGEMENT)

State of _____ }
County of _____ }

On this _____ day of _____, 2003, before me the undersigned, a Notary Public in and for the county and state aforesaid, personally appeared _____, to me known to be the identical person who signed the name of the maker thereof to the within and foregoing instrument as its _____ President and acknowledged to me that _____ executed the same as _____ free and voluntary act and deed, and as the free and voluntary act and deed of said corporation, for the purposes therein set forth.

IN WITNESS WHEREOF, I have hereunto set my official signature and affixed my official seal the day and year first above written.

My commission expires: _____

Notary Public

State of Nebraska
Richardson County

Filed for record in the Register of Deeds
office the 1 day of April, 2004
at 12:46 o'clock P m recorded
in Book 55 Page 407
Mary E. Eckhoff
Register of Deeds
du
Deputy