

THIS INSTRUMENT PREPARED BY, AND  
AFTER RECORDING RETURN TO:  
JONES, DAY, REAVIS & POGUE  
2300 TRAMMELL CROW CENTER  
2001 ROSS AVENUE  
DALLAS, TEXAS 75201  
ATTN: MS. DIANE BROOKS

### ASSIGNMENT

THE STATE OF ALABAMA        )  
                                  )  
COUNTY OF SHELBY        ) (    KNOW ALL MEN BY THESE PRESENTS:

THAT for and in consideration of the sum of ONE HUNDRED DOLLARS (\$100.00) and other good and valuable consideration in hand paid, the receipt and sufficiency of which is hereby acknowledged, McKenzie Methane Corporation, a Texas corporation, whose address is 7880 San Felipe, Suite 100 Houston, Texas 77063 (hereinafter called "Assignor") has BARGAINED, GRANTED, SOLD, TRANSFERRED, ASSIGNED AND CONVEYED and does by these presents BARGAIN, GRANT, SELL, TRANSFER, ASSIGN AND CONVEY unto the party set forth below (hereinafter "Assignee"), the undivided interest set forth below in and to the lease described on Exhibit "A" attached hereto and made a part hereof and any amendments thereto and ratifications thereof (hereinafter referred to as "said Lease"), insofar and only insofar as said Lease covers the lands described in said Exhibit "A" (hereinafter referred to as "said Lands") together with like undivided interest in the wells and all personal property and equipment situated on said Lands and attributable to said Lease, or used or obtained in connection therewith.

#### Assignee

Mission Energy Methane Company  
18872 MacArthur Boulevard  
Suite 400  
Irvine, CA 92715-1448

#### Undivided Interest

10.50%   (.1050)

The interest herein assigned is subject to its proportionate share of the royalties, overriding royalties and other burdens against said Lease as of the effective date hereof, the terms, conditions, obligations, and provisions set forth in said Lease insofar as they cover and affect said Lands, and is subject to the Development Agreement dated effective March 15, 1991, as amended, subject to the Agreement and Amendment No. 2 to Development Agreement and Amendment No. 1 to Phase IV Program Participation Agreement by and between Assignor and Assignee.

Reference is here made to said Exhibit "A", to all of the instruments and records mentioned or referred to therein or herein and to all of those mentioned in all of said instruments for all purposes in connection herewith.

1992-23661  
10/15/1992-23661  
03:09 PM CERTIFIED  
SHELBY COUNTY JUDGE OF PROBATE  
DDB MCD 24.00

Assignor hereby binds and obligates itself and its successors and assigns to Warrant and Forever defend title to the respective interest set forth above unto Assignee, its respective successors and assigns, against every person or entity whomsoever claiming or to claim the same or any portion thereof by, through or under Assignor, but not otherwise, subject to the burdens against said Lease and the agreements to which this Assignment is expressly made subject, but with full subrogation and substitution to all covenants and warranties by others heretofore given or made with respect to said Lease or any part thereof or interest therein.

This Assignment shall be binding upon and inure to the benefit of the party hereto and its respective successors and assigns.

IN WITNESS WHEREOF, the undersigned have executed this instrument this 23<sup>rd</sup> day of September, 1992, and same shall be effective the sooner of the date hereof or as of the date of the first production from any well situated on said Lands.

ASSIGNOR:

MCKENZIE METHANE CORPORATION



By: 

ASSIGNEE:



MISSION ENERGY METHANE COMPANY

By: 

WITNESSES:

WITNESSES:

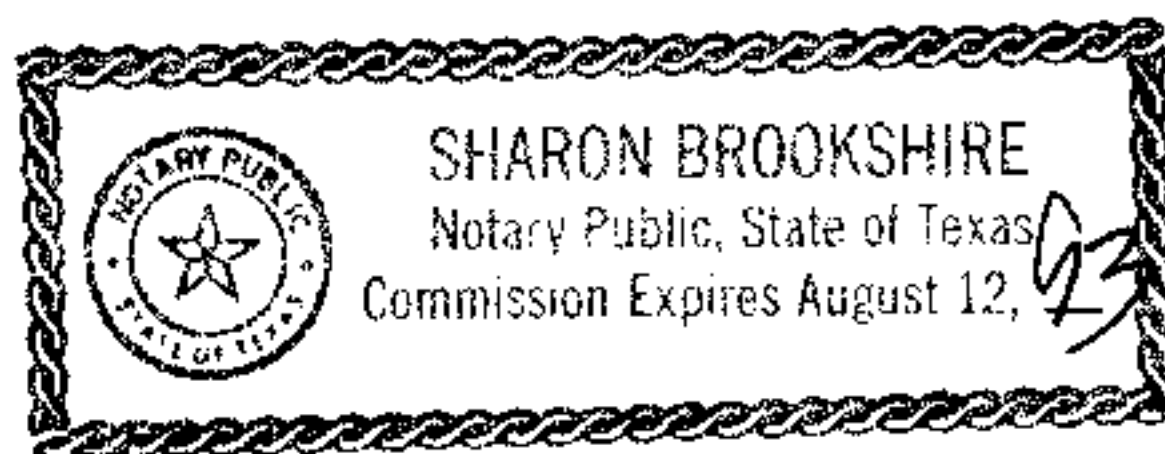
  


STATE OF TEXAS )

COUNTY OF HARRIS )

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that MICHAEL MCKENZIE, whose name as PRESIDENT of McKenzie Methane Corporation, a Texas corporation, is signed to the foregoing Assignment, and who is known to me, acknowledged before me on this day that, being informed of the contents of said Assignment, he, as such officer and with full authority, executed the same voluntarily for and as the act of said corporation on the date the same bears date.

Given under my hand and official seal this the 23<sup>RD</sup> day of SEPTEMBER, 1992.



Sharon Brookshire  
Notary Public

My Commission Expires: \_\_\_\_\_

STATE OF TEXAS )

COUNTY OF HARRIS )

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that MICHAEL J. MCGILL, whose name as VICE PRESIDENT of Mission Energy Methane Company, a California corporation, is signed to the foregoing Assignment, and who is known to me, acknowledged before me on this day that, being informed of the contents of said Assignment, he, as such officer and with full authority, executed the same voluntarily for and as the act of said corporation on the date the same bears date.

Given under my hand and official seal this the 23<sup>RD</sup> day of SEPTEMBER, 1992.



Sharon Brookshire  
Notary Public

My Commission Expires: \_\_\_\_\_

3392C



EXHIBIT "A"

Attached to and made a part of that certain Assignment dated effected September 1, 1992, between McKenzie Methane Corporation and Mission Energy Methane Company.

CAHABA AREA  
(Phase III-B)

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. (0102 001)

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. (0102 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. (0102 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. (0102 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:

Tract 1: NW/4 of SE/4 of Section 10 (0102 1923)

TOWNSHIP 22 SOUTH, RANGE 3 WEST:

Tract 2: SW/4 of SE/4, W/2 of SE/4 of SE/4 of Section 6, being 60 acres, more or less. (0102 1673)

TOWNSHIP 22 SOUTH, RANGE 5 WEST:

Tract 3: W/2 of Irregular Section 25 (0102 1912)

TOWNSHIP 22 SOUTH, RANGE 4 WEST:

Tract 4: W/2 of Irregular Section 30 (0102 1835)

Tract 5: E/2 of Irregular Section 29 (0102 1905)

TOWNSHIP 24 NORTH, RANGE 10 EAST:

Tract 6: SW/4 of SE/4 of Section 2 (0102 1811)

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

TOWNSHIP 21 SOUTH, RANGE 4 WEST:

- Tract 7: E/2 of SE/4 of Section 24 (0102 1649)  
Tract 8: E/2 of NE/4 of Section 24 (0102 1660)  
Tract 9: E/2 of SE/4 of Section 21 (0102 1534)  
Tract 10: E/2 of SE/4 of Section 26 (0102 965)  
Tract 11: SE/4 of NE/4 of Section 34 and SW/4 of NW/4 of Section 35 (0102 1915)  
Tract 12: SE/4 of NE/4 and NE/4 of SE/4 of Section 25 (0102 1604)  
Tract 13: NE/4 of SW/4 and NE/ Diagonal half of SE/4 of SW/4 of Section 13, 60 acres, more or less. (0102 1666)

TOWNSHIP 21 SOUTH, RANGE 3 WEST:

- Tract 14: W/2 of NW/4 of Section 5 (0102 1630)  
Tract 15: W/2 of SW/4 of Section 18 (0102 1690)  
Tract 16: W/2 of SW/4 of Section 19 (0102 1692)  
Tract 17: W/2 of NW/4 of Section 19 (0102 1691)  
Tract 18: SE/4 of NE/4 and NE/4 of SE/4 Section 29 (0102 1670)  
Tract 19: E/2 of SW/4 of Section 17 (0102 1681)

TOWNSHIP 22 SOUTH, RANGE 5 WEST:

- Tract 20: E/2 of SW/4 of Section 15 (0102 1782)  
Tract 21: W/2 of SE/4 of Section 15 (0102 1781)  
Tract 22: E/2 of NE/4 of Section 21 (0102 1852)  
Tract 23: E/2 of SE/4 of Section 21 (0102 1854)  
Tract 24: E/2 of NE/4 of Section 23 (0102 1913)  
Tract 25: W/2 of SW/4 of Section 23 (0102 1850)  
Tract 26: E/2 of SW/4 of Section 23 (0102 1849)  
Tract 27: W/2 of NE/4 of Section 1 (0102 953)  
Tract 28: W/2 of NW/4 of Section 1 (0102 1869)  
Tract 29: E/2 of NW/4 of Section 1 (0102 1870)  
Tract 30: E/2 of NE/4 of Section 11 (0102 1864)  
Tract 31: N/2 of NE/4 of Section 12 (0102 1865)  
Tract 32: S/2 of SE/4 of Section 12 (0102 1931)  
Tract 33: W/2 of NE/4 of Section 1 (0102 1871)

TOWNSHIP 22 SOUTH, RANGE 4 WEST:

- Tract 34: E/2 of SE/4 of Section 20 (0102 1768)  
Tract 35: W/2 of NE/4 of Section 9 (0102 1663)  
Tract 36: W/2 of NE/4 of Section 15 (0102 1686)

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

Tract 37: E/2 of NE/4 of Section 1 (0102 1674)  
Tract 38: E/2 of SE/4 of Section 21 (0102 1855)  
Tract 39: S/2 of SE/4 of Section 14 (0102 1697)  
Tract 40: W/2 of SE/4 of Section 23 (0102 1703)  
Tract 41: W/2 of NE/4 of Section 23 (0102 1700)  
Tract 42: E/2 of SW/4 of Section 23 (0102 1705)  
Tract 43: W/2 of NW/4 of Section 23 (0102 1643)  
Tract 44: E/2 of SE/4 of Section 1 (0102 1675)  
Tract 45: W/2 of SW/4 of Section 23 (0102 1704)  
Tract 46: W/2 of SE/4 of Section 22 (0102 1822)  
Tract 47: N/2 of SW/4 of Section 10 (0102 1861)  
Tract 48: W/2 of NE/4 of Section 12 (0102 1696)  
Tract 49: W/2 of NE/4 of Section 13 (0102 1635)  
Tract 50: E/2 of NE/4 of Section 16 (0102 1715)  
Tract 51: E/2 of SE/4 of Section 16 (0102 1719)  
Tract 52: W/2 of NW/4 of Section 21 (0102 1718)  
Tract 53: E/2 of NW/4 of Section 21 (0102 1820)  
Tract 54: W/2 of NE/4 of Section 21 (0102 1819)  
Tract 55: E/2 of NE/4 of Section 21 (0102 1818)  
Tract 56: W/2 of SW/4 of Section 21 (0102 1857)  
Tract 57: E/2 of SW/4 of Section 21 (0102 1779)  
Tract 58: E/2 of NW/4 of Section 22 (0102 1698)  
Tract 59: W/2 of NE/4 of Section 22 (0102 1714)  
Tract 60: E/2 of NE/4 of Section 22 (0102 1699)  
Tract 61: E/2 of SE/4 of Section 23 (0102 1706)  
Tract 62: W/2 of NW/4 of Section 17 (0102 1680)  
Tract 63: E/2 of NW/4 of Section 15 (0102 1687)  
Tract 64: N/2 of NW/4 of Section 6 (0102 1932)  
Tract 65: N/2 of NE/4 of Section 6 (0102 1874)  
Tract 66: E/2 of NE/4 of Section 18 (0102 1868)  
Tract 67: W/2 of NW/4 of Section 20 (0102 1764)  
Tract 68: E/2 of NW/4 of Section 20 (0102 1765)  
Tract 69: W/2 of NE/4 of Section 20 (0102 1647)  
Tract 70: E/2 of NE/4 of Section 20 (0102 1766)  
Tract 71: W/2 of SE/4 of Section 20 (0102 1862)  
Tract 72: E/2 of SW/4 of Section 12 (0102 1682)



TOWNSHIP 20 SOUTH - RANGE 3 WEST:

Tract 73: E/2 of SE/4 of Section 31 (0102 1759)

Tract 74: E/2 of NE/4 of Section 31 (0102 1760)

TOWNSHIP 22 SOUTH, RANGE 3 WEST:

Tract 75: E/2 of NW/4 of Section 7 (0102 1683)

Tract 76: E/2 of SW/4 of Section 6 (0102 1672)

TOWNSHIP 24 NORTH, RANGE 10 EAST:

Tract 77: E/2 of NE/4 of Section 3 (0102 1877)

Tract 78: W/2 of SE/4 of Section 3 (0102 1876)

Tract 79: E/2 of SE/4 of Section 3 (0102 1875)

Tract 80: E/2 of NW/4 of Section 15 (0102 1851)

Tract 81: W/2 of SW/4 of Section 15 (0102 1815)

Tract 82: E/2 of SW/4 of Section 2 (0102 1863)

Tract 83: E/2 of SW/4 of Section 15 (0102 1814)

Tract 84: W/2 of NW/4 of Section 15 (0102 1812)

TOWNSHIP 24 NORTH, RANGE 11 EAST:

Tract 85: E/2 of NW/4 of Section 3 (0102 1797)

Tract 86: N/2 of SW/4 of Section 3 (0102 1799)

Tract 87: W/2 of SE/4 of Section 3 (0102 1798)

Tract 88: E/2 of SE/4 of Section 3 (0102 1657)

Tract 89: N/2 of SE/4 of Section 4 (0102 1658)

Tract 90: S/2 of SW/4 of Section 4 (0102 1800)

Tract 91: W/2 of SW/4 of Section 5 (0102 1773)

Tract 92: E/2 of SE/4 of Section 5 (0102 1833)

Tract 93: W/2 of NE/4 of Section 6 (0102 1825)

Tract 94: E/2 of NE/4 of Section 6 (0102 1824)

Tract 95: N/2 of SE/4 of Section 6 (0102 1801)

Tract 96: W/2 of NW/4 of Section 3 (0102 1796)

Tract 97: W/2 of NW/4 of Section 5 (0102 1645)

Tract 98: E/2 of NE/4 of Section 3 (0102 1778)

Tract 99: W/2 of NE/4 of Section 3 (0102 1795)

Tract 100: W/2 of NE/4 of Section 1 (0102 1652)

Tract 101: W/2 of NW/4 of Section 1 (0102 1653)

Tract 102: W/2 of NW/4 of Section 2 (0102 1775)

Tract 103: E/2 of NW/4 of Section 2 (0102 1632)

Tract 104: E/2 of NE/4 of Section 2 (0102 1776)

Tract 105: W/2 of SW/4 of Section 2 (0102 1744)

TOWNSHIP 24 NORTH, RANGE 11 EAST - CONT'D:

Tract 106: W/2 of SE/4 of Section 2 (0102 1794)

Tract 107: E/2 of SE/4 of Section 2 (0102 1777)

Inst # 1992-23661

sm/land/exhibits/mission/ASSG-6

10/15/1992-23661  
03:09 PM CERTIFIED  
SHELBY COUNTY JUDGE OF PROBATE