

IN THE UNITED STATES BANKRUPTCY COURT
FOR THE SOUTHERN DISTRICT OF TEXAS
HOUSTON DIVISION

UNITED STATES BANKRUPTCY COURT
SOUTHERN DISTRICT OF TEXAS
ENTERED

AUG 24 1995

MICHAEL N. MILBY, CLERK

Inst # 1995-30682

IN RE:

McKENZIE METHANE CORPORATION,

Debtor.

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§
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§

CASE NO. 94-42758-H2-11
CHAPTER 11

**ORDER IN AID OF IMPLEMENTATION OF
CONFIRMED LIQUIDATING PLAN OF REORGANIZATION OF
KUKUI, INC. FOR McKENZIE METHANE CORPORATION**

UPON THE COURT'S CONSIDERATION of the Motion for Order in Aid of
Implementation of Confirmed Liquidating Plan of Reorganization of KUKUI, INC. for McKenzie
Methane Corporation ("Implementing Motion"), filed by KUKUI, INC. ("KUKUI");

IT APPEARING TO THE COURT that on April 20, 1994, McKenzie Methane
Corporation ("Debtor") filed a voluntary petition for relief under chapter 11, title 11, of the
United States Code ("Bankruptcy Code"); on July 6, 1994, Robert E. Ogle was appointed to
serve as trustee for the Debtor pursuant to sections 1104 and 1106 of the Bankruptcy Code; on
May 19, 1995, KUKUI filed the Liquidating Plan of Reorganization of KUKUI, INC. for
McKenzie Methane Corporation ("Plan"); on June 13, 1995, KUKUI filed the First Modification
to Liquidating Plan of Reorganization of KUKUI, INC. for McKenzie Methane Corporation
("First Modification"); on June 22, 1995, KUKUI filed the Second Modification to Liquidating
Plan of Reorganization of KUKUI, INC. for McKenzie Methane Corporation ("Second
Modification"); and on July 7, 1995, pursuant to the Order Confirming Liquidating Plan of

TRUE COPY I CERTIFY

ATTEST:

MICHAEL N. MILBY, Clerk

By

Deputy Clerk

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10/25/1995-30682
05:03 PM CERTIFIED
SHELBY COUNTY JUDGE OF PROBATE
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Reorganization of KUKUI, INC. for McKenzie Methane Corporation ("Confirmation Order"), this Court confirmed the Plan as modified by the First Modification and the Second Modification ("Confirmed Plan");

IT FURTHER APPEARING TO THE COURT that the terms and provisions of the Confirmed Plan are valid, binding and enforceable as though fully set forth in the Confirmation Order; although most provisions of the Confirmed Plan are self-executing without further order of this Court, certain provisions cannot be effectively and efficiently implemented without the relief requested in the Implementing Motion; the relief requested in the Implementing Motion is consistent with the spirit and intent of the Confirmed Plan and serves only to enable full implementation of the terms and provisions of the Confirmed Plan; and no party in interest will be prejudiced by the relief requested in the Implementing Motion;

NOW, THEREFORE, based upon the foregoing and the record of the hearing held on the Implementing Motion (all capitalized terms used but not defined herein have the meanings set forth in the Confirmed Plan); it is

ORDERED, ADJUDGED AND DECREED that the Implementing Motion is approved in all respects; it is further

ORDERED, ADJUDGED AND DECREED, for purposes of Sections 6.2, 6.4, 6.5, 6.6, and 6.7 of the Confirmed Plan, (a) that all claims, liens and encumbrances of any kind or nature against property of the Debtor that are held to secure payment of the Bank of Montreal Secured Claim, the Pilgreen Secured Claim, the Operator Secured Claim, the Secured Tax Claims, the Miscellaneous Secured Claims to be paid pursuant to Section 6.6(b) of the Confirmed Plan, and the Service Pump/Petro Well Secured Claims shall be deemed released and

extinguished on the Effective Date, and the holders of such Claims shall have no further claim, lien or encumbrance against the property of the Debtor subject thereto; (b) that all claims, liens and encumbrances of any of kind or nature against property of the Debtor that are held to secure payment of the Miscellaneous Secured Claims to be paid pursuant to Section 6.6(a) of the Confirmed Plan shall be deemed released and extinguished as of the date that the net production note issued thereunder is paid in full, and the holders of such Claims shall have no further claim, lien or encumbrance against the property of the Debtor subject thereto; and (c) that Lee H. Henkel III is hereby given special power of attorney on behalf of the holders of the Bank of Montreal Secured Claim, the Pilgreen Secured Claim, the Operator Secured Claim, the Secured Tax Claims, the Miscellaneous Secured Claims, and the Service Pump/Petro Well Secured Claims to execute all agreements, instruments and other documents necessary or appropriate to clear record title to the property of the Debtor subject to the claims, liens and encumbrances released and extinguished herein; it is further

ORDERED, ADJUDGED AND DECREED, for purposes of Sections 6.8(d) of the Confirmed Plan, that the Supporting Participants shall have full right, title and interest in and to (subject, however, to the rights of the Mission Participants as set forth in Section 6.8(d) of the Confirmed Plan):

their Pro Rata share, to be evidenced by appropriate conveyances and assignments and other documentation to be delivered on the Distribution Date, of all of the Debtor's right, title and interest in all leases, wells and well units (with any additional acreage, if any, required to protect such well units from forfeiture under applicable leases for failure to develop such additional acreage), infrastructure facilities (*i.e.*, pipelines *[excluding, however, the Debtor's interest in La Plata Pipeline in Colorado, and the Debtor's interest, if any, in the Plantation Pipeline Company]*, gas gathering and transmission systems, electrical distribution systems, compression facilities, all high pressure lines in Alabama from compressor stations to the SONAT delivery points and all facilities related thereto, all joint interest metering, glycol and dehydration equipment, water disposal systems and

wells, physical inventory [e.g., pipe, tubing and surface equipment], etc.), facilities serving such properties and any currently existing rights to acquire any additional leases, wells and well units, infrastructure and facilities in any coal bed methane properties or programs in the McKenzie drilling programs denominated as "Phases I, II, IIIa, IIIb and IIIc/129 Methane" in the Angel Peak and Manzaneros areas of New Mexico, the Cox Canyon, Animas and Trail Canyon areas of Colorado, and the Narrows, Cainwood and Cahaba areas (collectively, "1989-90 Program Interests"), and

all rights of the Debtor and/or the Chapter 11 Trustee (acting as a representative of the Debtor's estate appointed under Section 1123(b)(3)(B) of the Bankruptcy Code) to avoid, and obtain the full benefits of avoidance of, any claims, liens, interests, charges and other encumbrances of any kind or nature against the working interests or other assets previously owned or acquired by the Supporting Participants under the Confirmed Plan in the 1989-90 Program Interests (*except for* Recorded Working Interests, Allowed Unrecorded Working Interests electing treatment under Section 6.10(a), (b) or (c), and working interests included among the interests listed on Exhibit "E" to the Confirmed Plan) and to preserve and defend title to such interests

(collectively "Supporting Participants Interests"); and to implement the conveyance to the Supporting Participants of the Supporting Participants Interests, that the Chapter 11 Trustee and/or the Plan Administrator, as appropriate, is authorized and directed to execute and deliver all agreements, instruments and other documents, including without limitation assignments and deeds, and to undertake and perform all other actions and obligations necessary or appropriate to effect the assignment and delivery to the Supporting Participants of the Supporting Participants Interests; it is further

ORDERED, ADJUDGED AND DECREED, for purposes of Sections 6.8(d), (e) and (f) of the Confirmed Plan, that Mission Energy Methane Company ("Mission") shall have full right, title and interest in and to:

the interests in leases and wells assigned to them by the Debtor, S. Lanham Frazier III and Al Haertlein (whether or not recorded or consented to by the lessors), as more particularly described in Exhibit "E" of the Confirmed Plan (and attached hereto), plus all interests earned through the funding of a Non-Consenting Parties' Interests as provided and defined in the Operating Agreement attached to the 1993 ALACO Agreement (collectively "Mission Interests"), free and clear of any claim, lien or encumbrance

asserted by or through the Debtor or any holder of an Allowed Claim or Interest, except those valid and perfected liens to be retained by holders of Allowed Miscellaneous Secured Claims,

a one hundred percent (100%) interest in the Plantation Pipe Line Company 12-inch Pipeline Lease Agreement dated September 23, 1992 and all real and personal property associated therewith, including all permits, licenses, and rights-of-way held by the Debtor for the pipeline and discharge of water from the pipeline (collectively "Plantation Pipeline"), free and clear of any claim, lien or encumbrance asserted by or through the Debtor or any holder of an Allowed Claim or Interest, and

their Pro Rata share of the infrastructure facilities (as described in Section 6.8(d) of the Confirmed Plan) in the McKenzie drilling programs denominated as "Phases I, II, IIIa, IIIb, IIIc/129 Methane, and IV" in Alabama and New Mexico, and all rights of the Debtor and/or the Chapter 11 Trustee (acting as a representative of the Debtor's estate appointed under Section 1123(b)(3)(B) of the Bankruptcy Code) to avoid, and obtain the full benefits of avoidance of, any claims, liens, interests, charges and other encumbrances of any kind or nature against the working interests or other assets previously owned or acquired by Mission under the Confirmed Plan in such interests (*except for* Recorded Working Interests, Allowed Unrecorded Working Interests electing treatment under Section 6.10(a), (b) or (c), and working interests included among the interests listed on Exhibit "E" to the Confirmed Plan) and to preserve and defend title to such interests (collectively "Infrastructure Rights");

and to implement the conveyance to Mission of the Mission Interests, the Plantation Pipeline and the Infrastructure Rights, (a) that all claims, liens and encumbrances of any kind or nature against the Mission Interests and the Plantation Pipeline shall be deemed released and extinguished on the Effective Date, and the persons asserting such claims, liens and encumbrances shall have no further claim, lien or encumbrance against the Mission Interests and the Plantation Pipeline, (b) that Mark Irwin is hereby given special power of attorney on behalf of all holders of claims, liens or encumbrances of any kind or nature that may or may not appear of record with respect to the Mission Interests and the Plantation Pipeline (other than, in the case of the Mission Interests, the claims, liens or encumbrances of holders of Allowed Miscellaneous Secured Claims that receive net production notes rather than a cash payment under the Confirmed Plan) to execute, as of the

Effective Date, all agreements, instruments and other documents necessary or appropriate to release such claims, liens and encumbrances and clear title to the Mission Interests and the Plantation Pipeline, and (c) that the Chapter 11 Trustee and/or the Plan Administrator, as appropriate, is authorized and directed to execute and deliver to Mission all agreements, instruments and other documents, including without limitation assignments and deeds, and to undertake and perform all other actions and obligations necessary or appropriate to effect the assignment and delivery to Mission of the Mission Interests, the Plantation Pipeline, and the Infrastructure Rights; it is further

ORDERED, ADJUDGED AND DECREED, for purposes of implementing Sections 6.10 and Section 6.11 of the Confirmed Plan, (a)(i) except as to Founders Acquisition One, Inc., Dr. Dewey Lane, L & L Investments, Ltd., Sue B. Lane Family Trust, Surgical Associates Profit-Sharing Plan, Gramex Corporation, Thomas W. Holley, George F. Meyer, Jr. and Frederick K. Rudolph ("Objecting Parties"), that 8/8ths of all working interests owned by holders of Unrecorded Working Interest Claims subject to Sections 6.10(a), (b) and (c) of the Confirmed Plan and by holders Vastar Wells Investor Claims shall be deemed assigned to McKenzie Methane Corporation on the Effective Date, and the holders of such Claims shall have no further right, title and interest in and to such 8/8ths working interests (but shall have such rights as are provided for in Sections 6.10(a), (b) and (c) of the Confirmed Plan, including the 5/8ths working interest assignments granted by such Section 6.10(a) of the Confirmed Plan), and (ii) that the Chapter 11 Trustee and/or the Plan Administrator, as appropriate, is authorized and directed to execute and deliver to the holders of Unrecorded Working Interest Claims subject to Section 6.10(a) of the Confirmed Plan any documents necessary to effect an assignment of 5/8ths

of such holders' working interests and to undertake and perform all other actions and obligations necessary or appropriate to implement the provisions such Section 6.10(a); (b) that all working interests owned by holders of Unrecorded Working Interest Claims subject to Section 6.10(d) of the Confirmed Plan, if it is determined by Final Order of this Court that such working interests are invalid and unenforceable, shall be deemed assigned to McKenzie Methane Corporation on the date of entry of such Final Order, and the holders of such Claims shall have no further right, title and interest in and to such working interests; and (c) that Lee H. Henkel III is hereby granted a special power of attorney on behalf of each holder of an Unrecorded Working Interest Claim or a Vastar Wells Investor Claim to execute, as of the date of such deemed assignment, in the name and place of each such holder, any and all quit claims, assignments or other documents that may be necessary to convey record title to such holder's working interest to McKenzie Methane Corporation; provided, however, that any holder of an Unrecorded Working Interest Claim shall be entitled to execute on their own behalf the documents necessary to convey record title to such holder's working interest to McKenzie Methane Corporation provided that they do so by the date and time designated and in the form required by KUKUI; it is further

ORDERED, ADJUDGED AND DECREED, for purposes of implementing Sections 6.10(b) and 7.6 of the Confirmed Plan, that on the Effective Date (or on any later date that elections to be treated under Section 6.10(b) of the Confirmed Plan become operative), (a) KUKUI shall deliver to the Chapter 11 Trustee or the Plan Administrator, as appropriate, the amount of cash necessary to purchase the working interests owned by holders of Unrecorded Working Interest Claims electing treatment under Section 6.10(b) of the Confirmed Plan, determined in accordance with Exhibit "K" to the Confirmed Plan; (b) the Chapter 11 Trustee or

the Plan Administrator, as appropriate, shall deliver to each holder of an Unrecorded Working Interest Claim electing treatment under Section 6.10(b) of the Confirmed Plan, on behalf of KUKUI, the portion of such cash attributable to 5/8ths of such holder's working interest; and (c) the Chapter 11 Trustee or the Plan Administrator, as appropriate, shall deliver to KUKUI, on behalf of each holder of an Unrecorded Working Interest Claim electing treatment under Section 6.10(b) of the Confirmed Plan, an assignment of 5/8ths of such holder's working interest; it is further

ORDERED, ADJUDGED AND DECREED, for purposes of Section 7.2 of the Confirmed Plan, that KUKUI shall have full right, title and interest in and to:

all of the Debtor's right, title and interest (which shall be no less than reflected on Appendix 1 opposite the name McKenzie Methane Corporation), free and clear of all liens and encumbrances, in the interests in the coal bed methane leases, rights under farmout agreements, wells and well units, and associated infrastructure and equipment associated with the Atlas Program, the '88 Program, interests including the wells known as "Company wells," and all wells in the Walker Flats area of Colorado, including the Vastar Wells (being a 100% working interest in each such well) and the Walker Flats Wells (1988), all of the Debtor's right, title and interest in the Vastar Farmout as provided in Section 7.4 of the Confirmed Plan, and all rights of the Debtor and/or the Chapter 11 Trustee (acting as a representative of the Debtor's estate appointed under Section 1123(b)(3)(B) of the Bankruptcy Code) to avoid, and obtain the full benefits of avoidance of, any claims, liens, interests, charges and other encumbrances of any kind or nature against the working interests or other assets acquired by KUKUI hereunder (*except for* Recorded Working Interests, Allowed Unrecorded Working Interests electing treatment under Section 6.10(a), (b) or (c), and working interests that may be included among the interests listed on Exhibit "E" of the Confirmed Plan) and to preserve and defend title to such interests,

the right to prosecute, as a representative of the Debtor's estate, appointed under Section 1123(b)(3)(B) of the Bankruptcy Code, serving on behalf of the Unsecured Creditors Trust, the claims and causes of action of the Debtor against (i) Michael McKenzie, members of his family, and corporations or other business entities related to or affiliated with the Debtor, (ii) existing and former employees, agents, representatives, professionals, and assignees of the Debtor, Michael McKenzie, family members, corporations or other business entities related to or affiliated with the Debtor, and (iii) any other persons that are insiders, affiliates and mediate or immediate transferees of any of

the foregoing; subject to the trust agreement governing the Unsecured Creditors Trust; the right to be reimbursed for all costs and expenses incurred in prosecuting such claims and causes of action, subject to the trust agreement governing the Unsecured Creditors Trust; and the right to receive ninety percent (90%) of the net recovery from the prosecution, subject to the trust agreement governing the Unsecured Creditors Trust,

the right to prosecute, as a representative of the Debtor's estate, appointed under Section 1123(b)(3)(B) of the Bankruptcy Code, serving on behalf of the Unsecured Creditors Trust, either by way of objection, adversary proceeding or other appropriate means, the claims, causes of action and rights of offset of the Debtor against the holder of any Claim, if and to the extent necessary to protect any assets being transferred to KUKUI hereunder from diminution or other impairment as a consequence of such Claim; provided, however, that KUKUI shall bear its own costs and expenses in connection with such prosecution; and provided further, however, that KUKUI shall transfer to the Unsecured Creditors Trust any proceeds or other benefits of such prosecution that may exceed the amount or nature of relief required to avoid diminution or other impairment to such transferred assets, and

the Debtor's interest in the sales proceeds of the gas and water side of the La Plata Pipeline (together with all associated water disposal wells), as provided in Section 7.5 of the Confirmed Plan

(collectively "Purchased Assets"); and to implement the sale to KUKUI of the Purchased Assets,

(a) that all claims, liens, interests, charges or encumbrances of any kind or nature against the Purchased Assets shall be deemed released and extinguished on the Effective Date, (b) that Lee H. Henkel III is hereby given special power of attorney on behalf of all holders of claims, liens, interests, charges or encumbrances of any kind or nature that may or may not appear of record with respect to the Purchased Assets (other than the claims, liens, interests, charges or encumbrances that continue pursuant to or are granted by specific terms and provisions of the Confirmed Plan) to execute all agreements, instruments and other documents necessary or appropriate to release such claims, liens, interests, charges and encumbrances and clear title to the Purchased Assets, and (c) that the Chapter 11 Trustee and/or the Plan Administrator, as appropriate, is authorized and directed to execute and deliver all agreements, instruments and

other documents, including without limitation assignments and deeds, and to undertake and perform all other actions and obligations necessary or appropriate to effect the conveyance to KUKUI of the Purchased Assets; it is further

ORDERED, ADJUDGED AND DECREED, for purposes of Section 7.4 of the Confirmed Plan, KUKUI shall be assigned all of the Debtor's rights, title and interest in the Vastar Farmout, including the Vastar Wells (being a 100% working interest in each such well) subject to the Vastar Farmout, free and clear of all claims, liens, interests, charges and other encumbrances of any kind or nature ("Vastar Interests"); and to implement such assignment of the Vastar Interests, (a) that all claims, liens, interests, charges or encumbrances of any kind or nature against the Vastar Interests shall be deemed released and extinguished on the Effective Date, (b) that Lee H. Henkel III is hereby given special power of attorney on behalf of all holders of claims, liens, interests, charges or encumbrances of any kind or nature that may or may not appear of record with respect to the Vastar Interests (other than the claims, liens or encumbrances of holders of Allowed Miscellaneous Secured Claims that receive net production notes rather than a cash payment under the Confirmed Plan) to execute all agreements, instruments and other documents necessary or appropriate to release such claims, liens, interests, charges and encumbrances and clear title to the Vastar Interests, and (c) that the Chapter 11 Trustee and/or the Plan Administrator, as appropriate, is authorized and directed to execute and deliver all agreements, instruments and other documents, including without limitation assignments and deeds, and to undertake and perform all other actions and obligations necessary or appropriate to effect the assignment to KUKUI of the Vastar Interests; it is further

ORDERED, ADJUDGED AND DECREED, for purposes of Section 7.5 of the Confirmed Plan, that Red Cedar Gathering Company shall have full right, title and interest in and to the gas and water side of the La Plata Pipeline (together with associated water disposal wells) ("La Plata Interests"), free and clear of all claims, liens, interests, charges and other encumbrances of any kind or nature (subject to the rights of working interest owners as set forth in Section 7.5 of the Confirmed Plan); and to implement the conveyance to Red Cedar Gathering Company of the La Plata Interests, (a) that all claims, liens, interests, charges or encumbrances of any kind or nature against the La Plata Interests shall be deemed released and extinguished on the Effective Date, (b) that Lee H. Henkel III is hereby given special power of attorney on behalf of all holders of claims, liens, interests, charges or encumbrances of any kind or nature that may or may not appear of record with respect to the La Plata Interests (other than the claims, liens, interests, charges or encumbrances that continue pursuant to or are granted by specific terms and provisions of the Confirmed Plan and subject to the rights of working interest owners as set forth in Section 7.5 of the Confirmed Plan) to execute all agreements, instruments and other documents necessary or appropriate to release such claims, liens, interests, charges and encumbrances and clear title to the La Plata Interests, and (c) that the Chapter 11 Trustee and/or the Plan Administrator, as appropriate, is authorized and directed to execute and deliver all agreements, instruments and other documents, including without limitation assignments and deeds, and to undertake and perform all other actions and obligations necessary or appropriate to effect the conveyance to Red Cedar Gathering Company of the La Plata Pipeline; it is further

ORDERED, ADJUDGED AND DECREED, for purposes of Section 7.8 of the Confirmed Plan, (a) for the first two (2) months following the Effective Date, the Unsecured

Creditors Trustee shall be compensated for his services at the rate of \$15,000 per month, payable bi-monthly, and shall be reimbursed for his actual, necessary costs and expenses, payable bi-monthly, both without further order of this Court; and (b) thereafter the Unsecured Creditors Trustee shall be compensated for his services at the rate of \$100 per hour, payable bi-monthly, and shall be reimbursed for his actual, necessary costs and expenses, payable bi-monthly, both without further order of this Court, provided that the Unsecured Creditors Trustee shall keep detailed time and expense records and shall make them available to any party in interest upon written request, and further provided that any party in interest may move the Court to modify such payment terms after notice and hearing; it is further

ORDERED, ADJUDGED AND DECREED, for purposes of Section 7.8 of the Confirmed Plan, that the Plan Administrator shall be entitled to be compensated at the rate of \$300 per hour for actual, necessary services and to be reimbursed for actual, necessary costs and expenses; provided, however, that payment of compensation and reimbursement to the Plan Administrator shall be made on a regular monthly basis only (a) without further order of this Court if no objection to such payment is filed and served within ten (10) days after the Plan Administrator files with this Court and serves upon parties requesting notice and the Objecting Parties a monthly notice specifying the amount of compensation and reimbursement to be paid or (b) upon entry of an order of this Court approving such payment if an objection to such payment is filed and served within ten (10) days after the Plan Administrator files with this Court and serves upon parties requesting notice and the Objecting Parties a monthly notice specifying the amount of compensation and reimbursement to be paid; it is further

ORDERED, ADJUDGED AND DECREED, for purposes of Section 7.8 of the Confirmed Plan, that the Plan Administrator and the Unsecured Creditors Trustee are hereby authorized to retain any of the current professionals utilized by the Chapter 11 Trustee, including Winstead Sechrest & Minick, Arthur Andersen & Co., and Miller and Lents, Ltd., to provide professional services to the Plan Administrator and the Unsecured Creditors Trustee in connection with the performance of their responsibilities under the Confirmed Plan; provided, however, that if a conflict arises between the interests represented by the Plan Administrator and the interests represented by the Unsecured Creditors Trustee, such professionals shall represent only the interests of the Unsecured Creditors Trustee in such conflict and the Plan Administrator may retain other professionals to represent his interests in such conflict; provided, further, however, that the Plan Administrator and the Unsecured Creditors Trustee may retain other professionals in addition to or in lieu of Winstead Sechrest & Minick, Arthur Andersen & Co., and Miller and Lents, Ltd. without obtaining an order of this Court; and provided further, however, that the Plan Administrator and the Unsecured Creditors Trustee may compensate and reimburse Winstead Sechrest & Minick, Arthur Andersen & Co., Miller and Lents, Ltd., and any other professionals that they may retain for reasonable and necessary fees and expenses on a regular monthly basis only (a) without further order of this Court if no objection to such payment is filed and served within ten (10) days after the Plan Administrator or the Unsecured Creditors Trustee files with this Court and serves upon parties requesting notice and the Objecting Parties a monthly notice specifying the amount of compensation and reimbursement to be paid or (b) upon entry of an order of this Court approving such payment if an objection to such payment is filed and served within ten (10) days after the Plan Administrator or the Unsecured Creditors Trustee

files with this Court and serves upon parties requesting notice and the Objecting Parties a monthly notice specifying the amount of compensation and reimbursement to be paid; it is further

ORDERED, ADJUDGED AND DECREED, for purposes of Section 7.8 of the Confirmed Plan, notwithstanding any inconsistent bonding provisions of the Confirmation Order which are hereby superseded to the extent of such inconsistency, (a) that the bond required of the Plan Administrator shall be implemented as follows: (i) the bond shall initially be \$5 million; (ii) upon completion of the initial distribution of assets to creditors and to other parties entitled to initial transfers under the Confirmed Plan, counsel for the Plan Administrator shall certify to the Court (x) that the initial distribution has been made and (y) the amount of funds that continue to be held in reserve pursuant to the Confirmed Plan or orders of the Court; (iii) upon such certification, without further notice and hearing, unless so ordered by the Court, the Court shall order that the bond be reduced to 150% of the amount that continues to be held in reserve; (iv) the bond may be further reduced in similar fashion by order of the Court if the amount in reserve is further reduced in material amount; and (v) when the Plan Administrator has distributed all cash, cash equivalents, and other liquid assets in his charge, counsel for the Plan Administrator shall so certify to the Court, and without further notice and hearing unless so ordered the Court shall discharge the Plan Administrator and cancel the Plan Administrator's bond; and (b) that the bond required of the Unsecured Creditors Trustee shall be implemented as follows: (i) the bond of the Unsecured Creditors Trustee shall initially be set at \$1 million; (ii) if and when the cash, cash equivalents, and other liquid assets held by the Unsecured Creditors Trustee increase above \$1 million, counsel for the Unsecured Creditors Trustee shall notify the surety to increase the amount of the bond to 150% of the amount of funds held by the Unsecured Creditors Trustee;

(iii) if and when the cash, cash equivalents, and other liquid assets held by the Unsecured Creditors Trustee decrease below \$1 million, counsel for the Unsecured Creditors Trustee may instruct the surety to decrease the bond to 150% of the amount of funds held by the Unsecured Creditors Trustee, and the surety shall decrease the bond upon such instruction and without further authorization; and (iv) when the liquidation of the assets of the Unsecured Creditors Trust is complete, counsel for the Unsecured Creditors Trustee shall so notify the surety, and the surety shall cancel the bond upon such notice and without further authorization; it is further

ORDERED, ADJUDGED AND DECREED, for purposes of Section 7.14 of the Confirmed Plan, that with respect to the amended operating agreements approved pursuant to the Confirmation Order and made binding upon all owners of working interests in the wells governed by such agreements, as of the Effective Date of the Confirmed Plan, Quintana Petroleum Services, Inc. shall be the initial operator, without any requirement of election by owners of working interests, under the amended operating agreements governing the wells in the Little Sandy Creek Field (Cainwood Area), Tuscaloosa County, Alabama, the Gurnee Field (Cahaba Area), Shelby and Bibb Counties, Alabama, the Oak Grove Field (Narrows Area), Jefferson County, Alabama, the Angel Peak Area, San Juan County, New Mexico, and the Manzaneres Area, San Juan County, New Mexico; and Red Willow Production Company shall be the initial operator, without any requirement of election by owners of working interests, under the amended operating agreements governing the wells in the Ignacio-Blanco Field (Animas and Cox County Area), La Plata County, Colorado, the Ignacio-Blanco Field (Walker Flats Area), La Plata County, Colorado, the Ignacio-Blanco Field (Trail Canyon Area), La Plata County, Colorado; provided, however, at any time after the Effective Date of the Confirmed Plan, the initial

operators named hereunder may resign or be removed in accordance with the provisions of the amended operating agreements; it is further

ORDERED, ADJUDGED AND DECREED, for purposes of Section 7.14 of the Confirmed Plan, with respect to the amended operating agreements approved pursuant to the Confirmation Order and made binding upon all owners of working interests in the wells governed by such agreements whether or not executed by such owners, that Lee H. Henkel III is hereby given special power of attorney on behalf of owners of working interests in wells subject to the amended operating agreements to execute the amended operating agreements, and that the execution of the amended operating agreements by Lee H. Henkel III on behalf of an owner of a working interest shall continue to be effective for all purposes until such owner voluntarily executes the amended operating agreements on its own behalf; it is further

ORDERED, ADJUDGED AND DECREED that, notwithstanding any other provision of this Order, the special power of attorney granted hereunder shall not be exercised on behalf of the Objecting Parties; and it is further

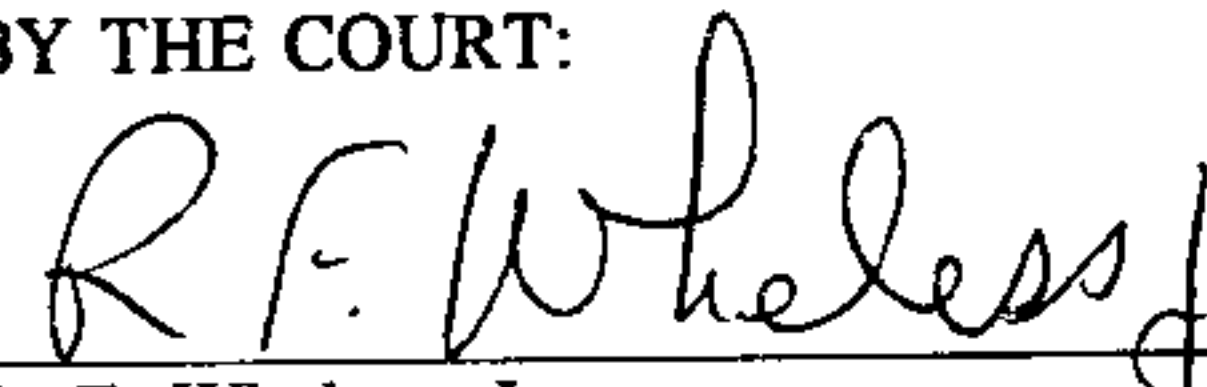
ORDERED, ADJUDGED AND DECREED that this Order is intended to be operative only when the Confirmed Plan becomes effective, and this Order shall be void if the Confirmed Plan is annulled in accordance with its terms.

Dated: August 23, 1995

Prepared by:

Mark F. Kirschke
Weil, Gotshal & Manges
700 Louisiana, Suite 1600
Houston, TX 77002-2784

BY THE COURT:


R. F. Wheless, Jr.
United States Bankruptcy Court Judge

ATTACHMENT
EXHIBIT "E" TO CONFIRMED PLAN

EXHIBIT "E"

MISSION INTERESTS

REPORT RUN DATE
03-Apr-95

WELL

PHASE

COUNTY

OWNERSHIP
Interest
08/31/92

Interest
Acquired
From
McKenzie

Interest
Acquired
From Frazier
et al

OWNERSHIP
Interest
09/01/92

Nonconsent
Acq'd

Total
W/ to
Date

SHELBY	USX 15-4-#12	Atlas	0.00000000	0.01238500	0.01238500	0.01238500	0.01238500
SHELBY	USX 10-14-#36	Atlas	0.00000000	0.01238500	0.01238500	0.01238500	0.01238500
SHELBY	USX 15-11-#1	00 Meth.	0.11000000	0.02500000	0.13500000	0.13500000	0.13500000
SHELBY	USX 15-7-#2	00 Meth.	0.11000000	0.02500000	0.13500000	0.13500000	0.13500000
SHELBY	USX 15-8-#4	00 Meth.	0.11000000	0.02500000	0.13500000	0.13500000	0.13500000
SHELBY	USX 15-10-#6	00 Meth.	0.11000000	0.02500000	0.13500000	0.13500000	0.13500000
SHELBY	USX 15-10-#8	00 Meth.	0.11000000	0.02500000	0.13500000	0.13500000	0.13500000
SHELBY	USX 11-9-#10	Phase I	0.09500000	0.02250000	0.11750000	0.11750000	0.11750000
SHELBY	USX 11-11-#8	Phase I	0.09500000	0.02250000	0.11750000	0.11750000	0.11750000
SHELBY	USX 11-10-#13	Phase I	0.09500000	0.02250000	0.11750000	0.11750000	0.11750000
SHELBY	USX 11-13-#14	Phase I	0.09500000	0.02250000	0.11750000	0.11750000	0.11750000
SHELBY	USX 11-7-#16	Phase I	0.09500000	0.02250000	0.11750000	0.11750000	0.11750000
SHELBY	USX 12-12-#22	Phase I	0.09500000	0.02250000	0.11750000	0.11750000	0.11750000
SHELBY	USX 10-9-#34	Phase I	0.09500000	0.02250000	0.11750000	0.11750000	0.11750000
SHELBY	USX 10-16-#17	Phase I	0.09500000	0.02250000	0.11750000	0.11750000	0.11750000
SHELBY	USX 14-2-#18	Phase I	0.09500000	0.02250000	0.11750000	0.11750000	0.11750000
SHELBY	USX 12-4-#18	Phase I	0.09500000	0.02250000	0.11750000	0.11750000	0.11750000
SHELBY	USX 12-2-#19	Phase I	0.09500000	0.02250000	0.11750000	0.11750000	0.11750000
SHELBY	USX 12-6-#20	Phase I	0.09500000	0.02250000	0.11750000	0.11750000	0.11750000
SHELBY	USX 12-8-#21	Phase I	0.09500000	0.02250000	0.11750000	0.11750000	0.11750000
SHELBY	USX 12-14-#24	Phase I	0.09500000	0.02250000	0.11750000	0.11750000	0.11750000
SHELBY	USX 7-4-#26	Phase I	0.09500000	0.02250000	0.11750000	0.11750000	0.11750000
SHELBY	USX 7-12-#30	Phase I	0.09500000	0.02250000	0.11750000	0.11750000	0.11750000
SHELBY	USX 7-14-#32	Phase I	0.09500000	0.02250000	0.11750000	0.11750000	0.11750000
SHELBY	USX 12-16-#26	Phase I	0.09500000	0.02250000	0.11750000	0.11750000	0.11750000
SHELBY	USX 7-2-#27	Phase I	0.09500000	0.02250000	0.11750000	0.11750000	0.11750000
SHELBY	USX 7-16-#33	Phase I	0.09500000	0.02250000	0.11750000	0.11750000	0.11750000
SHELBY	USX 8-4-#60	Phase I	0.09500000	0.02250000	0.11750000	0.11750000	0.11750000
SHELBY	USX 8-12-#51	Phase I	0.09500000	0.02250000	0.11750000	0.11750000	0.11750000
SHELBY	USX 22-8-#38	Phase I	0.09500000	0.02250000	0.11750000	0.11750000	0.11750000

COUNTY	WELL	PHASE	REPORT RUN DATE		OWNERSHIP		OWNERSHIP		Nonconsent Acq'd	Total Wt to Date
			03-Apr-95		Interest 08/31/92	Interest Acquired From McKenzie	Interest Acquired From Frazier et al	Interest 09/01/92		
SHELBY	USX 22-10-040	Phase I				0.09500000	0.02250000	0.11750000		0.11750000
SHELBY	USX 22-16-042	Phase I				0.09500000	0.02250000	0.11750000		0.11750000
SHELBY	Gordon 14-13-049	Phase I				0.09500000	0.02250000	0.11750000		0.11750000
SHELBY	KC/SEGO 15-14-0101	Phase I				0.09500000	0.02250000	0.11750000		0.11750000
SHELBY	USX 23-12-046	Phase I				0.09500000	0.02250000	0.11750000		0.11750000
SHELBY	USX 22-14-041	Phase I				0.09500000	0.02250000	0.11750000		0.11750000
SHELBY	USX 24-4-047	Phase I				0.09500000	0.02250000	0.11750000		0.11750000
SHELBY	Gordon 14-4-097	Phase I				0.09500000	0.02250000	0.11750000		0.11750000
SHELBY	Gordon 14-14-0100	Phase I				0.09500000	0.02250000	0.11750000	0.05382912	0.17132912
SHELBY	USX 22-2-037	Phase I				0.09500000	0.02250000	0.11750000	0.05382912	0.17132912
SHELBY	USX 22-7-036	Phase I				0.09500000	0.02250000	0.11750000		0.11750000
SHELBY	USX 23-2-043	Phase I				0.09500000	0.02250000	0.11750000		0.11750000
SHELBY	USX 23-6-044	Phase I				0.09500000	0.02250000	0.11750000		0.11750000
SHELBY	USX 23-8-045	Phase I				0.09500000	0.02250000	0.11750000		0.11750000
SHELBY	USX 26-10-056	Phase I				0.09500000	0.02250000	0.11750000		0.11750000
SHELBY	USX 26-12-057	Phase I				0.09500000	0.02250000	0.11750000		0.11750000
SHELBY	USX 27-8-063	Phase I				0.09500000	0.02250000	0.11750000		0.11750000
SHELBY	Gordon 14-8-090	Phase I				0.09500000	0.02250000	0.11750000		0.11750000
SHELBY	Gordon 14-12-099	Phase I				0.09500000	0.02250000	0.11750000		0.11750000
SHELBY	USX 26-14-058	Phase I				0.09500000	0.02250000	0.11750000		0.11750000
SHELBY	USX 26-2-052	Phase I				0.09500000	0.02250000	0.11750000		0.11750000
SHELBY	USX 26-4-053	Phase I				0.09500000	0.02250000	0.11750000		0.11750000
SHELBY	USX 26-8-054	Phase I				0.09500000	0.02250000	0.11750000		0.11750000
SHELBY	USX 26-8-055	Phase I				0.09500000	0.02250000	0.11750000		0.11750000
SHELBY	USX 27-2-060	Phase I				0.09500000	0.02250000	0.11750000		0.11750000
SHELBY	USX 27-4-061A	Phase I				0.09500000	0.02250000	0.11750000		0.11750000
SHELBY	USX 26-8-071	Phase I				0.09500000	0.02250000	0.11750000		0.11750000
SHELBY	USX 1-14-0119	Phase I				0.09500000	0.02250000	0.11750000		0.11750000
SHELBY	USX 1-16-0120	Phase I				0.09500000	0.02250000	0.11750000		0.11750000
SHELBY	USX 6-14-0122	Phase I				0.09500000	0.02250000	0.11750000		0.11750000
SHELBY	USX 6-16-0124	Phase I				0.09500000	0.02250000	0.11750000		0.11750000
SHELBY	USX 27-10-064	Phase I				0.09500000	0.02250000	0.11750000		0.11750000

REPORT RUN DATE			WELL	PHASE	OWNERSHIP		OWNERSHIP		OWNERSHIP		Nonconsent	Total
03 - Apr - 95		Interest			Acquired	Interest	Acquired	Interest	Acquired	Interest		
COUNTY					08/31/92	From McKenzie	From Frazier	09/01/92	Acq'd	Wt to	Date	
SHELBY	USX 28-6-070	Phase I	0.09500000	0.02250000	0.11750000	0.08665788	0.20415788					
SHELBY	USX 28-10-072A	Phase I	0.09500000	0.02250000	0.11750000	0.08665788	0.20415788					
SHELBY	USX 28-12-073	Phase I	0.09500000	0.02250000	0.11750000	0.08665788	0.20415788					
SHELBY	USX 28-2-068	Phase I	0.09500000	0.02250000	0.11750000	0.08665788	0.20415788					
SHELBY	USX 28-4-069	Phase I	0.09500000	0.02250000	0.11750000	0.08665788	0.20415788					
SHELBY	USX 33-2-076	Phase I	0.09500000	0.02250000	0.11750000	0.08665788	0.20415788					
SHELBY	USX 33-8-078	Phase I	0.09500000	0.02250000	0.11750000	0.08665788	0.20415788					
SHELBY	USX 34-4-085	Phase I	0.09500000	0.02250000	0.11750000	0.08665788	0.20415788					
SHELBY	USX 34-8-086	Phase I	0.09500000	0.02250000	0.11750000	0.08665788	0.20415788					
SHELBY	USX 33-10-080	Phase I	0.09500000	0.02250000	0.11750000	0.08665788	0.20415788					
SHELBY	KC/SEGCO 19-16-0108	Phase I	0.09500000	0.02250000	0.11750000	0.08665788	0.20415788					
SHELBY	KC/SEGCO 25-15-0114	Phase I	0.09500000	0.02250000	0.11750000	0.08665788	0.20415788					
SHELBY	KC/SEGCO 17-12-0106	Phase I	0.09500000	0.02250000	0.11750000	0.08665788	0.20415788					
SHELBY	KC/SEGCO 30-16-0116	Phase I	0.09500000	0.02250000	0.11750000	0.08665788	0.20415788					
SHELBY	KC/SEGCO 36-5-0117	Phase I	0.09500000	0.02250000	0.11750000	0.08665788	0.20415788					
SHELBY	USX 1-10-0118	Phase I	0.09500000	0.02250000	0.11750000	0.08665788	0.20415788					
SHELBY	USX 6-12-0121	Phase I	0.09500000	0.02250000	0.11750000	0.08665788	0.20415788					
SHELBY	USX 34-12-089	Phase I	0.09500000	0.02250000	0.11750000	0.08665788	0.20415788					
SHELBY	USX 1-8-0148	Phase I	0.09500000	0.02250000	0.11750000	0.08665788	0.20415788					
SHELBY	USX 24-6-048	Phase II	0.09500000	0.02250000	0.11750000	0.08665788	0.20415788					
SHELBY	USX 13-12-03	Phase II	0.09500000	0.02250000	0.11750000	0.08665788	0.20415788					
SHELBY	USX 23-4-036A	Phase II	0.09500000	0.02250000	0.11750000	0.08665788	0.20415788		0.05362912	0.17132912		
SHELBY	USX 36-2-092	Phase II	0.09500000	0.02250000	0.11750000	0.08665788	0.20415788					
SHELBY	USX 33-10-083	Phase II	0.09500000	0.02250000	0.11750000	0.08665788	0.20415788					
SHELBY	USX 36-6-094	Phase II	0.09500000	0.02250000	0.11750000	0.08665788	0.20415788					
SHELBY	KC/SEGCO 13-2-0103	Phase II	0.09500000	0.02250000	0.11750000	0.08665788	0.20415788					
SHELBY	KC/SEGCO 18-2-0104	Phase II	0.09500000	0.02250000	0.11750000	0.08665788	0.20415788					
SHELBY	KC/SEGCO 17-10-0107	Phase II	0.09500000	0.02250000	0.11750000	0.08665788	0.20415788					
SHELBY	KC/SEGCO 20-12-0109	Phase II	0.09500000	0.02250000	0.11750000	0.08665788	0.20415788					
SHELBY	KC/SEGCO 28-4-0111	Phase II	0.09500000	0.02250000	0.11750000	0.08665788	0.20415788					
SHELBY	SEGCO 14-16-0125	Phase II	0.09500000	0.02250000	0.11750000	0.08665788	0.20415788					

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SHELBY	SE GCO 24-2-#126	Phase II	0.09500000	0.02250000	0.11750000	0.11750000
SHELBY	SE GCO 24-10-#127	Phase II	0.09500000	0.02250000	0.11750000	0.11750000
SHELBY	SE GCO 20-12-#131	Phase II	0.09500000	0.02250000	0.11750000	0.11750000
SHELBY	KC/SE GCO 13-6-#102	Phase II	0.09500000	0.02250000	0.11750000	0.11750000
SHELBY	KC/SE GCO 30-13-#115	Phase II	0.09500000	0.02250000	0.11750000	0.11750000
SHELBY	SE GCO 26-7-#120	Phase II	0.09500000	0.02250000	0.11750000	0.11750000
SHELBY	SE GCO 30-8-#130	Phase II	0.09500000	0.02250000	0.11750000	0.11750000
SHELBY	SE GCO 13-8-#132	Phase II	0.09500000	0.02250000	0.11750000	0.11750000
SHELBY	SE GCO 13-16-#134	Phase II	0.09500000	0.02250000	0.11750000	0.11750000
SHELBY	SE GCO 30-2-#110	Phase II	0.09500000	0.02250000	0.11750000	0.11750000
SHELBY	USX 27-16-#67	Phase II	0.09500000	0.02250000	0.11750000	0.11750000
SHELBY	USX 27-12-#66	Phase II	0.09500000	0.02250000	0.11750000	0.11750000
SHELBY	KC/SE GCO 16-14-#140	Phase II	0.09500000	0.02250000	0.11750000	0.11750000
SHELBY	USX 27-6-#62	Phase II	0.09500000	0.02250000	0.11750000	0.11750000
SHELBY	USX 1-6-#145	Phase II	0.09500000	0.02250000	0.11750000	0.11750000
SHELBY	USX 1-4-#146	Phase II	0.09500000	0.02250000	0.11750000	0.11750000
SHELBY	USX 6-8-#152	Phase II	0.09500000	0.02250000	0.11750000	0.11750000
SHELBY	USX 6-4-#149	Phase II	0.09500000	0.02250000	0.11750000	0.11750000
SHELBY	USX 6-2-#151	Phase II	0.09500000	0.02250000	0.11750000	0.11750000
SHELBY	KC/SE GCO 16-8-#142	Phase II	0.09500000	0.02250000	0.11750000	0.11750000
SHELBY	KC/SE GCO 16-8-#143	Phase II	0.09500000	0.02250000	0.11750000	0.11750000
SHELBY	USX 6-8-#150	Phase II	0.09500000	0.02250000	0.11750000	0.11750000
SHELBY	USX 1-2-#147A	Phase II	0.09500000	0.02250000	0.11750000	0.11750000
SHELBY	USX 20-2-#160	Phase II	0.09500000	0.02250000	0.11750000	0.11750000
SHELBY	USX 30-16-#171	Phase II	0.09500000	0.02250000	0.11750000	0.11750000
SHELBY	USX 1-12-#144A	Phase II	0.09500000	0.02250000	0.11750000	0.11750000
SHELBY	USX 20-16-#166	Phase II	0.09500000	0.02250000	0.11750000	0.11750000
SHELBY	USX 13-1-#172	Phase II	0.09500000	0.02250000	0.11750000	0.11750000
SHELBY	USX 22-12-#159	Phase II	0.09500000	0.02250000	0.11750000	0.11750000
SHELBY	USX 21-3-#162	Phase II	0.09500000	0.02250000	0.11750000	0.11750000
SHELBY	SE GCO 30-3-#129	Phase II	0.09500000	0.02250000	0.11750000	0.11750000
SHELBY	KC/SE GCO 6-14-#223	Phase II	0.09500000	0.02250000	0.11750000	0.11750000

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OWNERSHIP
Interest
08/31/92

OWNERSHIP
Interest
09/01/92

Nonconsent
Acq'd

Total
Wt to
Date

WELL

PHASE

Interest
Acquired
From
McKenzie

Interest
Acquired
From
Fraser et al

Interest
09/01/92

Nonconsent
Acq'd

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COUNTY

SHELBY	KC/SE GCO 20-8-#224	Phase II	0.09500000	0.02250000	0.11750000	0.11750000	0.11750000
SHELBY	KC/SE GCO 20-3-#137	Phase II	0.09500000	0.02250000	0.11750000	0.11750000	0.11750000
SHELBY	KC/SE GCO 31-14-#225	Phase II	0.09500000	0.02250000	0.11750000	0.11750000	0.11750000
SHELBY	KC/SE GCO 36-8-#226	Phase II	0.09500000	0.02250000	0.11750000	0.11750000	0.11750000
SHELBY	KC/SE GCO 1-2-#230	Phase II	0.09500000	0.02250000	0.11750000	0.11750000	0.11750000
SHELBY	KC/SE GCO 1-10-#232	Phase II	0.09500000	0.02250000	0.11750000	0.11750000	0.11750000
SHELBY	SE GCO 10-10-#244	Phase II	0.09500000	0.02250000	0.11750000	0.11750000	0.11750000
SHELBY	KC/SE GCO 11-4-#246	Phase II	0.09500000	0.02250000	0.11750000	0.11750000	0.11750000
SHELBY	KC/SE GCO 1-14-#233	Phase II	0.09500000	0.02250000	0.11750000	0.11750000	0.11750000
SHELBY	KC/SE GCO 2-14-#234	Phase II	0.09500000	0.02250000	0.11750000	0.11750000	0.11750000
SHELBY	KC/SE GCO 2-16-#235	Phase II	0.09500000	0.02250000	0.11750000	0.11750000	0.11750000
SHELBY	SE GCO 3-16-#241	Phase II	0.09500000	0.02250000	0.11750000	0.11750000	0.11750000
SHELBY	KC/SE GCO 4-2-#242	Phase II	0.09500000	0.02250000	0.11750000	0.11750000	0.11750000
SHELBY	KC/SE GCO 25-14-#236	Phase II	0.09500000	0.02250000	0.11750000	0.11750000	0.11750000
SHELBY	KC/SE GCO 6-12-#240	Phase II	0.09500000	0.02250000	0.11750000	0.11750000	0.11750000
SHELBY	KC/SE GCO 6-5-#238	Phase II	0.09500000	0.02250000	0.11750000	0.11750000	0.11750000
SHELBY	KC/SE GCO 6-10-#239	Phase II	0.09500000	0.02250000	0.11750000	0.11750000	0.11750000
SHELBY	SE GCO 11-12-#247	Phase II	0.09500000	0.02250000	0.11750000	0.11750000	0.11750000
DBB	SE GCO 5-16-#254	Phase II	0.09500000	0.02250000	0.11750000	0.11750000	0.11750000
DBB	SE GCO 17-8-#259	Phase II	0.09500000	0.02250000	0.11750000	0.11750000	0.11750000
SHELBY	KC/SE GCO 36-1-#139A	Phase II	0.09500000	0.02250000	0.11750000	0.11750000	0.11750000
SHELBY	KC/SE GCO 16-10-#141A	Phase II	0.09500000	0.02250000	0.11750000	0.11750000	0.11750000
SHELBY	KC/SE GCO 36-11-#227	Phase II	0.09500000	0.02250000	0.11750000	0.11750000	0.11750000
SHELBY	KC/SE GCO 7-4-#260	Phase II	0.09500000	0.02250000	0.11750000	0.11750000	0.11750000
SHELBY	KC/SE GCO 12-4-#266	Phase II	0.09500000	0.02250000	0.11750000	0.11750000	0.11750000
SHELBY	KC/SE GCO 12-8-#270	Phase II	0.09500000	0.02250000	0.11750000	0.11750000	0.11750000
SHELBY	KC/SE GCO 12-16-#272	Phase II	0.09500000	0.02250000	0.11750000	0.11750000	0.11750000
SHELBY	KC/SE GCO 7-12-#261	Phase II	0.09500000	0.02250000	0.11750000	0.11750000	0.11750000
SHELBY	KC/SE GCO 12-8-#269	Phase II	0.09500000	0.02250000	0.11750000	0.11750000	0.11750000
SHELBY	KC/SE GCO 35-16-#265	Phase II	0.09500000	0.02250000	0.11750000	0.11750000	0.11750000
SHELBY	KC/SE GCO 36-7-#266	Phase II	0.09500000	0.02250000	0.11750000	0.11750000	0.11750000
SHELBY	KC/SE GCO 36-15-#267	Phase II	0.09500000	0.02250000	0.11750000	0.11750000	0.11750000

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COUNTY	WELL	PHASE	OWNERSHIP		Interest	Acquired	From Frazier et al	Nonconsent	Acq'd	Total	Date
			Interest	08/31/92	Acquired	From McKenzie					
SHELBY	USX 35-12-095	Phase IIIa	0.11000000		0.02250000					0.13250000	
SHELBY	USX 35-4-093	Phase IIIa	0.11000000		0.02250000					0.13250000	
SHELBY	USX 27-14-066	Phase IIIa	0.11000000		0.02250000					0.13250000	
SHELBY	USX 5-12-0183	Phase IIIa	0.11000000		0.02250000					0.13250000	
SHELBY	USX 28-16-076	Phase IIIa	0.11000000		0.02250000					0.13250000	
SHELBY	USX 23-16-0184	Phase IIIa	0.11000000		0.02250000					0.13250000	
SHELBY	USX 23-16-0185	Phase IIIa	0.11000000		0.02250000					0.13250000	
SHELBY	USX 24-12-0187	Phase IIIa	0.11000000		0.02250000					0.13250000	
SHELBY	USX 24-14-0188	Phase IIIa	0.11000000		0.02250000					0.13250000	
SHELBY	USX 20-14-0185	Phase IIIa	0.11000000		0.02250000					0.13250000	
000	USX 13-3-0173	Phase IIIa	0.11000000		0.02250000					0.13250000	
000	USX 13-7-0175	Phase IIIa	0.11000000		0.02250000					0.13250000	
000	USX 13-9-0176	Phase IIIa	0.11000000		0.02250000					0.13250000	
000	USX 18-5-0188	Phase IIIa	0.11000000		0.02250000					0.13250000	
000	USX 18-10-0190	Phase IIIa	0.11000000		0.02250000					0.13250000	
000	USX 18-12-0189	Phase IIIa	0.11000000		0.02250000					0.13250000	
000	USX 18-2-0183	Phase IIIa	0.11000000		0.02250000					0.13250000	
000	USX 18-4-0184	Phase IIIa	0.11000000		0.02250000					0.13250000	
000	USX 24-1-0180	Phase IIIa	0.11000000		0.02250000					0.13250000	
000	USX 24-5-0182	Phase IIIa	0.11000000		0.02250000					0.13250000	
000	USX 24-9-0184	Phase IIIa	0.11000000		0.02250000					0.13250000	
000	USX 18-14-0191	Phase IIIa	0.11000000		0.02250000					0.13250000	
000	USX 18-16-0192	Phase IIIa	0.11000000		0.02250000					0.13250000	
000	USX 24-11-0185	Phase IIIa	0.11000000		0.02250000					0.13250000	
000	USX 24-7-0183	Phase IIIa	0.11000000		0.02250000					0.13250000	
000	USX 22-5-0180	Phase IIIa	0.11000000		0.02250000					0.13250000	
SHELBY	USX 13-16-0179	Phase IIIa	0.11000000		0.02250000					0.13250000	
000	USX 24-13-0186	Phase IIIa	0.11000000		0.02250000					0.13250000	
000	USX 18-15-0189	Phase IIIa	0.11000000		0.02250000					0.13250000	
000	USX 17-12-0200	Phase IIIa	0.11000000		0.02250000					0.13250000	
000	USX 17-14-0201	Phase IIIa	0.11000000		0.02250000					0.13250000	

COUNTY	WELL	REPORT RUN DATE 03-Apr-95	PHASE	OWNERSHIP		OWNERSHIP		Interest Acquired From Frazier et al	Interest Acquired From McKenzie	Nonconsent Acq'd	Total Wt to Date
				Interest 08/31/92	Interest 08/31/92	Interest Acquired From Frazier et al	Interest Acquired From McKenzie				
BDB	USX 20-13-#203		Phase 1A	0.11000000	0.11000000	0.02250000	0.13250000	0.13250000	0.13250000		0.13250000
SHELBY	KC/SEGC 11-2-#245		Phase 1A	0.11000000	0.11000000	0.02250000	0.13250000	0.13250000	0.13250000		0.13250000
BDB	USX 24-3-#181		Phase 1A	0.11000000	0.11000000	0.02250000	0.13250000	0.13250000	0.13250000		0.13250000
SHELBY	KC/SEGC 35-10-#228		Phase 1A	0.11000000	0.11000000	0.02250000	0.13250000	0.13250000	0.13250000		0.13250000
SHELBY	KC/SEGC 36-3-#237		Phase 1A	0.11000000	0.11000000	0.02250000	0.13250000	0.13250000	0.13250000		0.13250000
SHELBY	USX 21-14-#200		Phase 1A	0.11000000	0.11000000	0.02250000	0.13250000	0.13250000	0.13250000		0.13250000
SHELBY	USX 20-10-#200		Phase 1A	0.11000000	0.11000000	0.02250000	0.13250000	0.13250000	0.13250000		0.13250000
SHELBY	USX 32-3-#210		Phase 1A	0.11000000	0.11000000	0.02250000	0.13250000	0.13250000	0.13250000		0.13250000
SHELBY	USX 31-12-#217		Phase 1A	0.11000000	0.11000000	0.02250000	0.13250000	0.13250000	0.13250000		0.13250000
SHELBY	SEGC 16-4-#267		Phase 1A	0.11000000	0.11000000	0.02250000	0.13250000	0.13250000	0.13250000		0.13250000
SHELBY	KC/SEGC 35-14-#229		Phase 1A	0.11000000	0.11000000	0.02250000	0.13250000	0.13250000	0.13250000		0.13250000
SHELBY	SEGC 14-4-#273		Phase 1A	0.11000000	0.11000000	0.02250000	0.13250000	0.13250000	0.13250000		0.13250000
SHELBY	SEGC 15-4-#274		Phase 1A	0.11000000	0.11000000	0.02250000	0.13250000	0.13250000	0.13250000		0.13250000
SHELBY	SEGC 15-14-#275		Phase 1A	0.11000000	0.11000000	0.02250000	0.13250000	0.13250000	0.13250000		0.13250000
SHELBY	SEGC 10-14-#276		Phase 1A	0.11000000	0.11000000	0.02250000	0.13250000	0.13250000	0.13250000		0.13250000
SHELBY	SEGC 15-8-#281		Phase 1A	0.11000000	0.11000000	0.02250000	0.13250000	0.13250000	0.13250000		0.13250000
SHELBY	SEGC 17-10-#282		Phase 1A	0.11000000	0.11000000	0.02250000	0.13250000	0.13250000	0.13250000		0.13250000
BDB	USX 31-10-#216		Phase 1A	0.11000000	0.11000000	0.02250000	0.13250000	0.13250000	0.13250000		0.13250000
SHELBY	USX 21-1-#161A		Phase 1A	0.11000000	0.11000000	0.02250000	0.13250000	0.13250000	0.13250000		0.13250000
SHELBY	USX 23-14-#166		Phase 1A	0.11000000	0.11000000	0.02250000	0.13250000	0.13250000	0.13250000		0.13250000
SHELBY	USX 20-8-#170		Phase 1A	0.11000000	0.11000000	0.02250000	0.13250000	0.13250000	0.13250000		0.13250000
BDB	USX 10-8-#196		Phase 1A	0.11000000	0.11000000	0.02250000	0.13250000	0.13250000	0.13250000		0.13250000
BDB	USX 10-8-#196		Phase 1A	0.11000000	0.11000000	0.02250000	0.13250000	0.13250000	0.13250000		0.13250000
BDB	USX 10-11-#197		Phase 1A	0.11000000	0.11000000	0.02250000	0.13250000	0.13250000	0.13250000		0.13250000
BDB	USX 20-12-#202		Phase 1A	0.11000000	0.11000000	0.02250000	0.13250000	0.13250000	0.13250000		0.13250000
BDB	USX 10-13-#196		Phase 1A	0.11000000	0.11000000	0.02250000	0.13250000	0.13250000	0.13250000		0.13250000
SHELBY	USX 31-2-#212		Phase 1A	0.11000000	0.11000000	0.02250000	0.13250000	0.13250000	0.13250000		0.13250000
SHELBY	USX 31-14-#216		Phase 1A	0.11000000	0.11000000	0.02250000	0.13250000	0.13250000	0.13250000		0.13250000
SHELBY	USX 5-6-#222		Phase 1A	0.11000000	0.11000000	0.02250000	0.13250000	0.13250000	0.13250000		0.13250000
BDB	SEGC 17-16-#352		Phase 1A	0.11000000	0.11000000	0.02250000	0.13250000	0.13250000	0.13250000		0.13250000
SHELBY	KC/SEGC 4-14-#306		Phase 1A	0.11000000	0.11000000	0.02250000	0.13250000	0.13250000	0.13250000		0.13250000
SHELBY	SEGC 9-4-#314		Phase 1A	0.11000000	0.11000000	0.02250000	0.13250000	0.13250000	0.13250000		0.13250000

REPORT RUN DATE
03-Apr-95

COUNTY	WELL	PHASE	OWNERSHIP		Interest Acquired From McKenzie et al	Interest Acquired From Frazier et al	OWNERSHIP		Nonconsent Acq'd	Total Wt to Date
			Interest	08/31/92			Interest	09/01/92		
SHELBY	KC/SEGCO 9-6-#316	Phase Ma	0.11000000			0.02250000	0.13250000			0.13250000
SHELBY	SEGCO 10-10-#319	Phase Ma	0.11000000			0.02250000	0.13250000			0.13250000
SHELBY	SEGCO 10-10-#342	Phase Ma	0.11000000			0.02250000	0.13250000			0.13250000
SHELBY	KC/SEGCO 10-2-#343	Phase Ma	0.11000000			0.02250000	0.13250000			0.13250000
SHELBY	KC/SEGCO 10-14-#348	Phase Ma	0.11000000			0.02250000	0.13250000			0.13250000
SHELBY	KC/SEGCO 1-6-#231A	Phase Ma	0.11000000			0.02250000	0.13250000			0.13250000
BOB	SEGCO 9-14-#311	Phase Ma	0.11000000			0.02250000	0.13250000			0.13250000
SHELBY	KC/SEGCO 20-13-#287	Phase Ma	0.11000000			0.02250000	0.13250000			0.13250000
SHELBY	KC/SEGCO 29-2-#282	Phase Ma	0.11000000			0.02250000	0.13250000			0.13250000
SHELBY	KC/SEGCO 30-10-#285	Phase Ma	0.11000000			0.02250000	0.13250000			0.13250000
SHELBY	KC/SEGCO 4-8-#303	Phase Ma	0.11000000			0.02250000	0.13250000			0.13250000
SHELBY	KC/SEGCO 4-12-#305	Phase Ma	0.11000000			0.02250000	0.13250000			0.13250000
SHELBY	KC/SEGCO 10-10-#346	Phase Ma	0.11000000			0.02250000	0.13250000			0.13250000
SHELBY	USX 34-2-#04	Phase Ma	0.11000000			0.02250000	0.13250000			0.13250000
SHELBY	USX 34-10-#08	Phase Ma	0.11000000			0.02250000	0.13250000			0.13250000
SHELBY	SEGCO 29-6-#283	Phase Ma	0.11000000			0.02250000	0.13250000			0.13250000
SHELBY	KC/SEGCO 15-10-#340	Phase Ma	0.11000000			0.02250000	0.13250000			0.13250000
SHELBY	SEGCO 16-6-#344	Phase Ma	0.11000000			0.02250000	0.13250000			0.13250000
SHELBY	SEGCO 5-10-#310	Phase Ma	0.11000000			0.02250000	0.13250000			0.13250000
BOB	KC/SEGCO 30-14-#296	Phase Ma	0.11000000			0.02250000	0.13250000			0.13250000
SHELBY	KC/SEGCO 14-12-#334	Phase Ma	0.11000000			0.02250000	0.13250000			0.13250000
SHELBY	KC/SEGCO 14-14-#336	Phase Ma	0.11000000			0.02250000	0.13250000			0.13250000
SHELBY	KC/SEGCO 10-12-#347	Phase Ma	0.11000000			0.02250000	0.13250000			0.13250000
SHELBY	KC/SEGCO 11-8-#321	Phase Ma	0.11000000			0.02250000	0.13250000			0.13250000
SHELBY	KC/SEGCO 11-10-#322	Phase Ma	0.11000000			0.02250000	0.13250000			0.13250000
SHELBY	KC/SEGCO 11-10-#323	Phase Ma	0.11000000			0.02250000	0.13250000			0.13250000
SHELBY	KC/SEGCO 23-8-#300	Phase Ma	0.11000000			0.02250000	0.13250000			0.13250000
SHELBY	KC/SEGCO 11-6-#320	Phase Ma	0.11000000			0.02250000	0.13250000			0.13250000
BOB	SEGCO 17-8-#351	Phase Ma	0.11000000			0.02250000	0.13250000			0.13250000
BOB	SEGCO 5-7-#306	Phase Ma	0.11000000			0.02250000	0.13250000			0.13250000
SHELBY	KC/SEGCO 4-8-#302	Phase Ma	0.11000000			0.02250000	0.13250000			0.13250000
BOB	SEGCO 5-1-#307	Phase Ma	0.11000000			0.02250000	0.13250000			0.13250000

REPORT RUN DATE
03-Apr-95

WELL

PHASE

OWNERSHIP
Interest
08/31/92

Interest
Acquired
From
McKenzie

Interest
Acquired
From Frazier
et al

OWNERSHIP
Interest
09/01/92

Nonconsent
Acq'd
Total
W/ to
Date

COUNTY

SHELBY	USX 31-8-#215	Phase 1Bb	0.10500000	0.02250000	0.12750000	0.12750000
SHELBY	USX 31-16-#218	Phase 1Bb	0.10500000	0.02250000	0.12750000	0.12750000
SHELBY	KC/SE GCO 26-8-#264	Phase 1Bb	0.10500000	0.02250000	0.12750000	0.12750000
SHELBY	USX 6-4-#213	Phase 1Bb	0.10500000	0.02250000	0.12750000	0.12750000
SHELBY	KC/SE GCO 9-2-#313	Phase 1Bb	0.10500000	0.02250000	0.12750000	0.12750000
BIBB	SE GCO 17-4-#368	Phase 1Bb	0.10500000	0.02250000	0.12750000	0.12750000
SHELBY	KC/SE GCO 17-14-#283	Phase 1Bb	0.10500000	0.02250000	0.12750000	0.12750000
SHELBY	KC/SE GCO 28-8-#294	Phase 1Bb	0.10500000	0.02250000	0.12750000	0.12750000
SHELBY	KC/SE GCO 6-14-#297	Phase 1Bb	0.10500000	0.02250000	0.12750000	0.12750000
SHELBY	KC/SE GCO 6-16-#298	Phase 1Bb	0.10500000	0.02250000	0.12750000	0.12750000
SHELBY	KC/SE GCO 1-8-#298	Phase 1Bb	0.10500000	0.02250000	0.12750000	0.12750000
SHELBY	KC/SE GCO 1-16-#300	Phase 1Bb	0.10500000	0.02250000	0.12750000	0.12750000
SHELBY	KC/SE GCO 12-14-#325	Phase 1Bb	0.10500000	0.02250000	0.12750000	0.12750000
SHELBY	KC/SE GCO 7-6-#326	Phase 1Bb	0.10500000	0.02250000	0.12750000	0.12750000
SHELBY	KC/SE GCO 18-2-#337	Phase 1Bb	0.10500000	0.02250000	0.12750000	0.12750000
SHELBY	SE GCO 15-6-#338	Phase 1Bb	0.10500000	0.02250000	0.12750000	0.12750000
SHELBY	KC/SE GCO 16-8-#345	Phase 1Bb	0.10500000	0.02250000	0.12750000	0.12750000
SHELBY	KC/SE GCO 16-16-#349	Phase 1Bb	0.10500000	0.02250000	0.12750000	0.12750000
SHELBY	KC/SE GCO 21-4-#364	Phase 1Bb	0.10500000	0.02250000	0.12750000	0.12750000
SHELBY	KC/SE GCO 22-2-#371	Phase 1Bb	0.10500000	0.02250000	0.12750000	0.12750000
SHELBY	SE GCO 18-12-#285	Phase 1Bb	0.10500000	0.02250000	0.12750000	0.12750000
SHELBY	SE GCO 19-4-#288	Phase 1Bb	0.10500000	0.02250000	0.12750000	0.12750000
SHELBY	SE GCO 19-12-#288	Phase 1Bb	0.10500000	0.02250000	0.12750000	0.12750000
SHELBY	KC/SE GCO 12-2-#324	Phase 1Bb	0.10500000	0.02250000	0.12750000	0.12750000
SHELBY	KC/SE GCO 14-16-#336	Phase 1Bb	0.10500000	0.02250000	0.12750000	0.12750000
SHELBY	KC/SE GCO 22-6-#373	Phase 1Bb	0.10500000	0.02250000	0.12750000	0.12750000
SHELBY	KC/SE GCO 22-8-#374	Phase 1Bb	0.10500000	0.02250000	0.12750000	0.12750000
SHELBY	KC/SE GCO 23-2-#378	Phase 1Bb	0.10500000	0.02250000	0.12750000	0.12750000
SHELBY	KC/SE GCO 23-10-#382	Phase 1Bb	0.10500000	0.02250000	0.12750000	0.12750000
SHELBY	KC/SE GCO 23-12-#383	Phase 1Bb	0.10500000	0.02250000	0.12750000	0.12750000
SHELBY	KC/SE GCO 23-14-#384	Phase 1Bb	0.10500000	0.02250000	0.12750000	0.12750000

COUNTY	WELL	PHASE	REPORT RUN DATE		OWNERSHIP		OWNERSHIP		OWNERSHIP		Total	
			03-Apr-95		Interest	Acquired	Interest	Acquired	Interest	Acquired	W/lo	Date
					08/31/92	From McKenzie	From Frazier et al	09/01/92	Nonconsent Acq'd			
SHELBY	KC/SEGCO 23-16-#385	Phase 1Bb				0.10500000	0.02250000	0.12750000			0.12750000	
SHELBY	KC/SEGCO 13-2-#328	Phase 1Bb				0.10500000	0.02250000	0.12750000			0.12750000	
SHELBY	KC/SEGCO 23-4-#378	Phase 1Bb				0.10500000	0.02250000	0.12750000			0.12750000	
BIBB	SEGCO 5-5-#386	Phase 1Bb				0.10500000	0.02250000	0.12750000			0.12750000	
SHELBY	SEGCO 24-8-#288	Phase 1Bb				0.10500000	0.02250000	0.12750000			0.12750000	
BIBB	KC/SEGCO 20-2-#354	Phase 1Bb				0.10500000	0.02250000	0.12750000			0.12750000	
BIBB	KC/SEGCO 4-10-#421	Phase 1Bb				0.10500000	0.02250000	0.12750000			0.12750000	
SHELBY	SEGCO 24-16-#291	Phase 1Bb				0.10500000	0.02250000	0.12750000			0.12750000	
SHELBY	SEGCO 30-5-#312	Phase 1Bb				0.10500000	0.02250000	0.12750000			0.12750000	
SHELBY	KC/SEGCO 1-2-#401	Phase 1Bb				0.10500000	0.02250000	0.12750000			0.12750000	
SHELBY	KC/SEGCO 1-4-#402	Phase 1Bb				0.10500000	0.02250000	0.12750000			0.12750000	
SHELBY	KC/SEGCO 3-16-#420	Phase 1Bb				0.10500000	0.02250000	0.12750000			0.12750000	
BIBB	KC/SEGCO 2-6-#400	Phase 1Bb				0.10500000	0.02250000	0.12750000			0.12750000	
BIBB	KC/SEGCO 5-13-#389	Phase 1Bb				0.10500000	0.02250000	0.12750000			0.12750000	
BIBB	KC/SEGCO 3-8-#417	Phase 1Bb				0.10500000	0.02250000	0.12750000			0.12750000	
SHELBY	KC/SEGCO 2-4-#408	Phase 1Bb				0.10500000	0.02250000	0.12750000			0.12750000	
SHELBY	KC/SEGCO 2-8-#410	Phase 1Bb				0.10500000	0.02250000	0.12750000			0.12750000	
SHELBY	KC/SEGCO 2-9-#411	Phase 1Bb				0.10500000	0.02250000	0.12750000			0.12750000	
BIBB	KC/SEGCO 20-4-#357	Phase 1Bb				0.10500000	0.02250000	0.12750000			0.12750000	
BIBB	KC/SEGCO 20-8-#358	Phase 1Bb				0.10500000	0.02250000	0.12750000			0.12750000	
BIBB	KC/SEGCO 20-8-#359	Phase 1Bb				0.10500000	0.02250000	0.12750000			0.12750000	
BIBB	KC/SEGCO 20-16-#362	Phase 1Bb				0.10500000	0.02250000	0.12750000			0.12750000	
SHELBY	KC/SEGCO 21-16-#370	Phase 1Bb				0.10500000	0.02250000	0.12750000			0.12750000	
SHELBY	KC/SEGCO 21-14-#369	Phase 1Bb				0.10500000	0.02250000	0.12750000			0.12750000	
BIBB	KC/SEGCO 3-2-#414	Phase 1Bb				0.10500000	0.02250000	0.12750000			0.12750000	
BIBB	SEGCO 3-4-#415	Phase 1Bb				0.10500000	0.02250000	0.12750000			0.12750000	
BIBB	KC/SEGCO 3-10-#418	Phase 1Bb				0.10500000	0.02250000	0.12750000			0.12750000	
BIBB	KC/SEGCO 3-12-#419	Phase 1Bb				0.10500000	0.02250000	0.12750000			0.12750000	
BIBB	KC/SEGCO 2-12-#412	Phase 1Bb				0.10500000	0.02250000	0.12750000			0.12750000	
SHELBY	KC/SEGCO 2-16-#413	Phase 1Bb				0.10500000	0.02250000	0.12750000			0.12750000	
SHELBY	SEGCO 15-10-#474	Phase 1Bb				0.10500000	0.02250000	0.12750000			0.12750000	
BIBB	SEGCO 15-14-#476	Phase 1Bb				0.10500000	0.02250000	0.12750000			0.12750000	

REPORT RUN DATE
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COUNTY	WELL	PHASE	OWNERSHIP		Interest Acquired From McKenzie	Interest Acquired From Frazier et al	OWNERSHIP Interest 09/01/92	Nonconsent Acq'd	Total WI to Date
			Interest 08/31/92	Interest 09/01/92					
BIBB	KC/SEGGO 3-8-#416	Phase 1Bb			0.10500000	0.02250000	0.12750000		0.12750000
BIBB	KC/SEGGO 4-13-#422	Phase 1Bb			0.10500000	0.02250000	0.12750000		0.12750000
BIBB	KC/SEGGO 6-9-#426	Phase 1Bb			0.10500000	0.02250000	0.12750000		0.12750000
SHELBY	KC/SEGGO 21-12-#368	Phase 1Bb			0.10500000	0.02250000	0.12750000		0.12750000
BIBB	KC/SEGGO 20-15-#361	Phase 1Bb			0.10500000	0.02250000	0.12750000		0.12750000
BIBB	KC/SEGGO 8-1-#424	Phase 1Bb			0.10500000	0.02250000	0.12750000		0.12750000
BIBB	KC/SEGGO 8-7-#425	Phase 1Bb			0.10500000	0.02250000	0.12750000		0.12750000
BIBB	K.C. 2-11-#458	Phase 1Bb			0.10500000	0.02250000	0.12750000		0.12750000
BIBB	K.C. 2-15-#459	Phase 1Bb			0.10500000	0.02250000	0.12750000		0.12750000
SHELBY	KC/SEGGO 21-2-#363	Phase 1Bb			0.10500000	0.02250000	0.12750000		0.12750000
SHELBY	KC/SEGGO 21-8-#365	Phase 1Bb			0.10500000	0.02250000	0.12750000		0.12750000
SHELBY	KC/SEGGO 21-8-#366	Phase 1Bb			0.10500000	0.02250000	0.12750000		0.12750000
SHELBY	KC/SEGGO 22-10-#375	Phase 1Bb			0.10500000	0.02250000	0.12750000		0.12750000
BIBB	SEGGO #11-8-#462	Phase 1Bb			0.10500000	0.02250000	0.12750000		0.12750000
BIBB	SEGGO 12-2-#464	Phase 1Bb			0.10500000	0.02250000	0.12750000		0.12750000
BIBB	SEGGO 1-8-#483	Phase 1Bb			0.10500000	0.02250000	0.12750000		0.12750000
BIBB	SEGGO 15-5-#448	Phase 1Bb			0.10500000	0.02250000	0.12750000		0.12750000
BIBB	SEGGO 15-13-#451	Phase 1Bb			0.10500000	0.02250000	0.12750000		0.12750000
BIBB	K.C. 12-15-#470	Phase 1Bb			0.10500000	0.02250000	0.12750000		0.12750000
BIBB	SEGGO 6-4-#479	Phase 1Bb			0.10500000	0.02250000	0.12750000		0.12750000
BIBB	SEGGO 1-4-#481	Phase 1Bb			0.10500000	0.02250000	0.12750000		0.12750000
BIBB	SEGGO 1-6-#482	Phase 1Bb			0.10500000	0.02250000	0.12750000		0.12750000
SHELBY	KC/SEGGO 10-12-#318	Phase 1Bb			0.10500000	0.02250000	0.12750000		0.12750000
BIBB	SEGGO 15-11-#450	Phase 1Bb			0.10500000	0.02250000	0.12750000		0.12750000
BIBB	SEGGO 10-8-#478	Phase 1Bb			0.10500000	0.02250000	0.12750000		0.12750000
BIBB	SEGGO 1-2-#480	Phase 1Bb			0.10500000	0.02250000	0.12750000		0.12750000
BIBB	USX 21-1-#517	Phase 1Bb			0.10500000	0.02250000	0.12750000		0.12750000
BIBB	USX 21-9-#521	Phase 1Bb			0.10500000	0.02250000	0.12750000		0.12750000
BIBB	USX 23-11-#533	Phase 1Bb			0.10500000	0.02250000	0.12750000		0.12750000
BIBB	USX 23-13-#534	Phase 1Bb			0.10500000	0.02250000	0.12750000		0.12750000
BIBB	SEGGO 15-3-#447	Phase 1Bb			0.10500000	0.02250000	0.12750000		0.12750000
BIBB	KC/SEGGO 5-9-#398	Phase 1Bb			0.10500000	0.02250000	0.12750000		0.12750000

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			Interest	08/31/92			Interest	09/01/92		
BIBB	USX 25-2-#204	Phase 11b	0.10500000		0.02250000		0.12750000			0.12750000
BIBB	SEGC 20-1-#423	Phase 11b	0.10500000		0.02250000		0.12750000			0.12750000
BIBB	USX 30-2-#206	Phase 11b	0.10500000		0.02250000		0.12750000			0.12750000
BIBB	SEGC 0-2-#202A	Phase 11b	0.10500000		0.02250000		0.12750000			0.12750000
SHELBY	SEGC 13-11-#133A	Phase 11b	0.10500000		0.02250000		0.12750000			0.12750000
BIBB	SEGC 3-0-#436	Phase 11b	0.10500000		0.02250000		0.12750000			0.12750000
BIBB	SEGC 3-15-#437	Phase 11b	0.10500000		0.02250000		0.12750000			0.12750000
BIBB	SEGC 3-0-#436	Phase 11b	0.10500000		0.02250000		0.12750000			0.12750000
SHELBY	USX 21-16-#167	Phase 11b	0.10500000		0.02250000		0.12750000			0.12750000
SHELBY	USX 26-16-#16	Phase 11b	0.10500000		0.02250000		0.12750000			0.12750000
SHELBY	USX 34-0-#87	Phase 11b	0.10500000		0.02250000		0.12750000			0.12750000
BIBB	USX 23-1-#536	Phase 11b	0.10500000		0.02250000		0.12750000			0.12750000
SHELBY	USX 23-0-#532	Phase 11b	0.10500000		0.02250000		0.12750000			0.12750000
SHELBY	USX 10-16-#568	Phase 11b	0.10500000		0.02250000		0.12750000			0.12750000
SHELBY	KC/SEGC 21-10-#367	Phase 11c	0.14860000		0.02250000		0.23610000			0.23610000
BIBB	USX 21-7-#520	Phase 11c	0.14860000		0.02250000		0.23610000			0.23610000
BIBB	USX 21-11-#522	Phase 11c	0.14860000		0.02250000		0.23610000			0.23610000
BIBB	K.C. 12-10-#468	Phase 11c	0.14860000		0.02250000		0.23610000			0.23610000
BIBB	SEGC 26-2-#453	Phase 11c	0.14860000		0.02250000		0.23610000			0.23610000
BIBB	USX 22-11-#528	Phase 11c	0.14860000		0.02250000		0.23610000			0.23610000
BIBB	SEGC 5-0-#360	Phase 11c	0.14860000		0.02250000		0.23610000			0.23610000
BIBB	K.C. 12-12-#468	Phase 11c	0.14860000		0.02250000		0.23610000			0.23610000
SHELBY	USX 22-3-#573	Phase 11c	0.14860000		0.02250000		0.23610000			0.23610000
SHELBY	KC/SEGC 25-6-#112	Phase 11c	0.14860000		0.02250000		0.23610000			0.23610000
SHELBY	SEGC 32-4-#560	Phase 11c	0.14860000		0.02250000		0.23610000			0.23610000
SHELBY	SEGC 17-0-#553	Phase 11c	0.14860000		0.02250000		0.23610000			0.23610000
SHELBY	SEGC 20-1-#554	Phase 11c	0.14860000		0.02250000		0.23610000			0.23610000
SHELBY	KC/SEGC 2-2-#407	Phase 11c	0.14860000		0.02250000		0.23610000			0.23610000
SHELBY	USX 14-0-#571	Phase 11c	0.14860000		0.02250000		0.23610000			0.23610000
SHELBY	KC/SEGC 18-0-#284A	Phase 11c	0.14860000		0.02250000		0.23610000			0.23610000
SHELBY	KC/SEGC 4-16-#307	Phase 11c	0.14860000		0.02250000		0.23610000			0.23610000

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			Interest	08/31/92			Interest	09/01/92		
BIBB	SE GCO 15-16-#477A	Phase Mc	0.14860000	0.06500000	0.02250000	0.23610000	0.23610000	0.23610000	0.23610000	0.23610000
SHELBY	KC/REGCO 15-12-#341A	Phase Mc	0.14860000	0.06500000	0.02250000	0.23610000	0.23610000	0.23610000	0.23610000	0.23610000
SHELBY	KC/REGCO 22-14-#376	Phase Mc	0.14860000	0.06500000	0.02250000	0.23610000	0.23610000	0.23610000	0.23610000	0.23610000
BIBB	USX 22-13-#529	Phase Mc	0.14860000	0.06500000	0.02250000	0.23610000	0.23610000	0.23610000	0.23610000	0.23610000
BIBB	USX 23-7-#531	Phase Mc	0.14860000	0.06500000	0.02250000	0.23610000	0.23610000	0.23610000	0.23610000	0.23610000
BIBB	AL2011 21-15-#603	Phase Mc	0.14860000	0.06500000	0.02250000	0.23610000	0.23610000	0.23610000	0.23610000	0.23610000
SHELBY	USX 10-12-#560	Phase Mc	0.14860000	0.06500000	0.02250000	0.23610000	0.23610000	0.23610000	0.23610000	0.23610000
SHELBY	KC/REGCO 10-9-#136A	Phase Mc	0.14860000	0.06500000	0.02250000	0.23610000	0.23610000	0.23610000	0.23610000	0.23610000
SHELBY	KC/REGCO 12-10-#271	Phase Mc	0.14860000	0.06500000	0.02250000	0.23610000	0.23610000	0.23610000	0.23610000	0.23610000
BIBB	USX 13-11-#177	Phase Mc	0.14860000	0.06500000	0.02250000	0.23610000	0.23610000	0.23610000	0.23610000	0.23610000
BIBB	USX 13-13-#178	Phase Mc	0.14860000	0.06500000	0.02250000	0.23610000	0.23610000	0.23610000	0.23610000	0.23610000
BIBB	AL2011 20-3-#630	Phase Mc	0.14860000	0.06500000	0.02250000	0.23610000	0.23610000	0.23610000	0.23610000	0.23610000
SHELBY	KC/REGCO 4-10-#304	Phase Mc	0.14860000	0.06500000	0.02250000	0.23610000	0.23610000	0.23610000	0.23610000	0.23610000
SHELBY	KC/REGCO 23-8-#301	Phase Mc	0.14860000	0.06500000	0.02250000	0.23610000	0.23610000	0.23610000	0.23610000	0.23610000
SHELBY	KC/REGCO 24-12-#391	Phase Mc	0.14860000	0.06500000	0.02250000	0.23610000	0.23610000	0.23610000	0.23610000	0.23610000
BIBB	USX 22-7-#527	Phase Mc	0.14860000	0.06500000	0.02250000	0.23610000	0.23610000	0.23610000	0.23610000	0.23610000
SHELBY	SE GCO 20-10-#549	Phase Mc	0.14860000	0.06500000	0.02250000	0.23610000	0.23610000	0.23610000	0.23610000	0.23610000
BIBB	USX 22-1-#524	Phase Mc	0.14860000	0.06500000	0.02250000	0.23610000	0.23610000	0.23610000	0.23610000	0.23610000
BIBB	USX 22-5-#526	Phase Mc	0.14860000	0.06500000	0.02250000	0.23610000	0.23610000	0.23610000	0.23610000	0.23610000
SHELBY	KC/REGCO 30-12-#594	Phase Mc	0.14860000	0.06500000	0.02250000	0.23610000	0.23610000	0.23610000	0.23610000	0.23610000
SHELBY	KC/REGCO 17-6-#601	Phase Mc	0.14860000	0.06500000	0.02250000	0.23610000	0.23610000	0.23610000	0.23610000	0.23610000
SHELBY	USX 20-12-#656	Phase Mc	0.14860000	0.06500000	0.02250000	0.23610000	0.23610000	0.23610000	0.23610000	0.23610000
SHELBY	USX 36-8-#660	Phase Mc	0.14860000	0.06500000	0.02250000	0.23610000	0.23610000	0.23610000	0.23610000	0.23610000
SHELBY	USX 27-1-#664	Phase Mc	0.14860000	0.06500000	0.02250000	0.23610000	0.23610000	0.23610000	0.23610000	0.23610000
SHELBY	KC/REGCO 1-4-#693	Phase Mc	0.14860000	0.06500000	0.02250000	0.23610000	0.23610000	0.23610000	0.23610000	0.23610000
SHELBY	KC/REGCO 31-7-#662	Phase Mc	0.14860000	0.06500000	0.02250000	0.23610000	0.23610000	0.23610000	0.23610000	0.23610000
BIBB	USX 13-5-#174	Phase Mc	0.14860000	0.06500000	0.02250000	0.23610000	0.23610000	0.23610000	0.23610000	0.23610000
SHELBY	KC/REGCO 10-6-#316A	Phase Mc	0.14860000	0.06500000	0.02250000	0.23610000	0.23610000	0.23610000	0.23610000	0.23610000
BIBB	K.C. 12-6-#467	129 Meth.	0.45000000	0.06500000	0.02250000	0.53850000	0.53850000	0.53850000	0.53850000	0.53850000
BIBB	SE GCO 1-16-#486	129 Meth.	0.45000000	0.06500000	0.02250000	0.53850000	0.53850000	0.53850000	0.53850000	0.53850000
SHELBY	USX 20-8-#163	129 Meth.	0.45000000	0.06500000	0.02250000	0.53850000	0.53850000	0.53850000	0.53850000	0.53850000

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			Interest	08/31/92			Interest	08/01/92			
SHELBY	USX 15-2-#11	129 Meth.	0.45000000		0.06600000	0.02250000	0.53850000			0.53850000	
SHELBY	USX 2-9-#612	129 Meth.	0.45000000		0.06600000	0.02250000	0.53850000			0.53850000	
SHELBY	KC/REGCO 30-8-#629	129 Meth.	0.45000000		0.06600000	0.02250000	0.53850000			0.53850000	
SHELBY	KC/REGCO 31-2-#631	129 Meth.	0.45000000		0.06600000	0.02250000	0.53850000			0.53850000	
SHELBY	KC/REGCO 31-6-#636	129 Meth.	0.45000000		0.06600000	0.02250000	0.53850000			0.53850000	
SHELBY	USX 20-14-#624	129 Meth.	0.45000000		0.06600000	0.02250000	0.53850000			0.53850000	
SHELBY	USX 20-4-#656	129 Meth.	0.45000000		0.06600000	0.02250000	0.53850000			0.53850000	
SHELBY	USX 30-8-#620	129 Meth.	0.45000000		0.06600000	0.02250000	0.53850000			0.53850000	
SHELBY	USX 19-16-#600	129 Meth.	0.45000000		0.06600000	0.02250000	0.53850000			0.53850000	
SHELBY	USX 30-2-#641	129 Meth.	0.45000000		0.06600000	0.02250000	0.53850000			0.53850000	
SHELBY	KC/REGCO 30-14-#630	129 Meth.	0.45000000		0.06600000	0.02250000	0.53850000			0.53850000	
BOB	KC/REGCO 1-14-#578	Phase IV	0.45000000		0.55000000	0.00000000	1.00000000			1.00000000	
SHELBY	USX 31-4-#606	Phase IV	0.45000000		0.55000000	0.00000000	1.00000000			1.00000000	
BOB	USX 31-14-#637	Phase IV	0.45000000		0.55000000	0.00000000	1.00000000			1.00000000	
SHELBY	USX 25-4-#622	Phase IV	0.45000000		0.55000000	0.00000000	1.00000000			1.00000000	
SHELBY	KC/REGCO 10-4-#653	Phase IV	0.45000000		0.55000000	0.00000000	1.00000000			1.00000000	
SHELBY	USX 13-4-#600	Phase IV	0.45000000		0.55000000	0.00000000	1.00000000			1.00000000	
SHELBY	USX 14-16-#572	Phase IV	0.45000000		0.55000000	0.00000000	1.00000000			1.00000000	
SHELBY	USX 2-16-#673	Phase IV	0.45000000		0.55000000	0.00000000	1.00000000			1.00000000	
SHELBY	USX 21-12-#207A	Phase IV	0.45000000		0.55000000	0.00000000	1.00000000			1.00000000	
SHELBY	USX 6-10-#123A	Phase IV	0.45000000		0.55000000	0.00000000	1.00000000			1.00000000	
SHELBY	USX 33-11-#657	Phase IV	0.45000000		0.55000000	0.00000000	1.00000000			1.00000000	
SHELBY	KC/REGCO 11-14-#650	Phase IV	0.45000000		0.55000000	0.00000000	1.00000000			1.00000000	
BOB	USX 31-16-#662	Phase IV	0.45000000		0.55000000	0.00000000	1.00000000			1.00000000	
BOB	KC/REGCO 2-16-#603	Phase IV	0.45000000		0.55000000	0.00000000	1.00000000			1.00000000	

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			Interest	08/31/92			Interest	09/01/92		
TUSCALOOSA	Cain 6-3-#5	Atlas				0.01238500	0.01238500			0.01238500
TUSCALOOSA	Cain 31-2-#19	Atlas				0.01238500	0.01238500			0.01238500
TUSCALOOSA	Cain 1-7-#1A	88 Meth.	0.11000000			0.02500000	0.13500000			0.13500000
TUSCALOOSA	Cain 1-8-#2	88 Meth.	0.11000000			0.02500000	0.13500000			0.13500000
TUSCALOOSA	Cain 6-4-#4	88 Meth.	0.11000000			0.02500000	0.13500000			0.13500000
TUSCALOOSA	Cain 6-5-#6	88 Meth.	0.11000000			0.02500000	0.13500000			0.13500000
TUSCALOOSA	Cain 1-1-#3	88 Meth.	0.11000000			0.02500000	0.13500000			0.13500000
TUSCALOOSA	Cain 6-11-#9	Phase I	0.09500000			0.02250000	0.11750000			0.11750000
TUSCALOOSA	Cain 6-7-#10	Phase I	0.09500000			0.02250000	0.11750000			0.11750000
TUSCALOOSA	Cain 6-9-#11	Phase I	0.09500000			0.02250000	0.11750000			0.11750000
TUSCALOOSA	Cain 6-1-#12	Phase I	0.09500000			0.02250000	0.11750000			0.11750000
TUSCALOOSA	Cain 1-3-#17	Phase I	0.09500000			0.02250000	0.11750000			0.11750000
TUSCALOOSA	Cain 1-14-#16	Phase I	0.09500000			0.02250000	0.11750000			0.11750000
TUSCALOOSA	Cain 1-11-#16	Phase I	0.09500000			0.02250000	0.11750000			0.11750000
TUSCALOOSA	Cain 28-13-#13	Phase I	0.09500000			0.02250000	0.11750000			0.11750000
TUSCALOOSA	Cain 31-1-#14	Phase I	0.09500000			0.02250000	0.11750000			0.11750000
TUSCALOOSA	Cain 32-3-#18	Phase I	0.09500000			0.02250000	0.11750000			0.11750000
TUSCALOOSA	D.Hinton 28-16-#25	Phase I	0.09500000			0.02250000	0.11750000			0.11750000
TUSCALOOSA	Peddlitz 28-13-#27	Phase I	0.09500000			0.02250000	0.11750000			0.11750000
TUSCALOOSA	Peddlitz 27-11-#31	Phase I	0.09500000			0.02250000	0.11750000			0.11750000
TUSCALOOSA	Keech 27-5-#32	Phase I	0.09500000			0.02250000	0.11750000		0.07907354	0.11750000
TUSCALOOSA	Peddlitz 27-15-#36	Phase I	0.09500000			0.02250000	0.11750000		0.07907354	0.11750000
TUSCALOOSA	Cain 30-13-#26	Phase I	0.09500000			0.02250000	0.11750000			0.11750000
TUSCALOOSA	Cain 36-3-#22	Phase I	0.09500000			0.02250000	0.11750000			0.11750000
TUSCALOOSA	Keech 27-7-#30	Phase I	0.09500000			0.02250000	0.11750000		0.07907354	0.11750000
TUSCALOOSA	Dandy 4-7-#38	Phase I	0.09500000			0.02250000	0.11750000			0.11750000
TUSCALOOSA	D.Hinton 36-1-#24	Phase I	0.09500000			0.02250000	0.11750000			0.11750000
TUSCALOOSA	D.Hinton 36-2-#26	Phase I	0.09500000			0.02250000	0.11750000			0.11750000
TUSCALOOSA	D.Hinton 34-1-#28	Phase I	0.09500000			0.02250000	0.11750000		0.07907354	0.11750000
TUSCALOOSA	D.Hinton 36-4-#70	Phase I	0.09500000			0.02250000	0.11750000			0.11750000

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			Interest 08/31/92	Interest 08/31/92			Interest 09/01/92	Interest 09/01/92			
TUSCALOOSA	Dandy 34-3-#36	Phase I			0.09500000	0.02250000	0.11750000	0.11750000	0.07907354	0.19657354	
TUSCALOOSA	Cain 29-12-#88	Phase I			0.09500000	0.02250000	0.11750000	0.11750000		0.11750000	
TUSCALOOSA	Belt 2-7-#23	Phase II			0.09500000	0.02250000	0.11750000	0.11750000		0.11750000	
TUSCALOOSA	Dandy 4-1-#37	Phase II			0.09500000	0.02250000	0.11750000	0.11750000		0.11750000	
TUSCALOOSA	Dandy 34-4-#34	Phase II			0.09500000	0.02250000	0.11750000	0.11750000		0.11750000	
TUSCALOOSA	Cain 6-16-#82	Phase II			0.09500000	0.02250000	0.11750000	0.11750000		0.11750000	
TUSCALOOSA	Cain 6-6-#81	Phase II			0.09500000	0.02250000	0.11750000	0.11750000		0.11750000	
TUSCALOOSA	Pedwell 28-9-#58	Phase II			0.09500000	0.02250000	0.11750000	0.11750000		0.11750000	
TUSCALOOSA	Cain 25-14-#84	Phase II			0.09500000	0.02250000	0.11750000	0.11750000		0.11750000	
TUSCALOOSA	Cain 1-8-#87	Phase II			0.09500000	0.02250000	0.11750000	0.11750000		0.11750000	
TUSCALOOSA	Ochling 30-14-#87	Phase II			0.09500000	0.02250000	0.11750000	0.11750000		0.11750000	
TUSCALOOSA	Rice 1-2-#103	Phase II			0.09500000	0.02250000	0.11750000	0.11750000		0.11750000	
TUSCALOOSA	Rice 1-6-#104	Phase II			0.09500000	0.02250000	0.11750000	0.11750000		0.11750000	
TUSCALOOSA	Rice 1-10-#105	Phase II			0.09500000	0.02250000	0.11750000	0.11750000		0.11750000	
TUSCALOOSA	W. Hinton 2-3-#88	Phase III			0.11000000	0.02250000	0.13250000	0.13250000		0.13250000	
TUSCALOOSA	Cain 25-11-#85	Phase III			0.11000000	0.02250000	0.13250000	0.13250000		0.13250000	
TUSCALOOSA	Pedwell 27-9-#28	Phase III			0.11000000	0.02250000	0.13250000	0.13250000		0.13250000	
TUSCALOOSA	Woodard 2-1-#81	Phase III			0.11000000	0.02250000	0.13250000	0.13250000		0.13250000	
TUSCALOOSA	Pedwell 27-13-#33	Phase III			0.11000000	0.02250000	0.13250000	0.13250000		0.13250000	
TUSCALOOSA	Rice 36-8-#106	Phase III			0.11000000	0.02250000	0.13250000	0.13250000		0.13250000	
TUSCALOOSA	Cain 6-3-#84	Phase III			0.10500000	0.02250000	0.12750000	0.12750000		0.12750000	
TUSCALOOSA	Cain 6-6-#86	Phase III			0.10500000	0.02250000	0.12750000	0.12750000		0.12750000	
TUSCALOOSA	Shamblin 22-9-#134	Phase III			0.10500000	0.02250000	0.12750000	0.12750000		0.12750000	
TUSCALOOSA	Nelson 22-11-#136	Phase III			0.10500000	0.02250000	0.12750000	0.12750000		0.12750000	
TUSCALOOSA	Cain 6-12-#132	128 Meth.	0.45000000		0.06500000	0.02250000	0.53850000	0.53850000		0.53850000	
TUSCALOOSA	Cain 31-3-#129	128 Meth.	0.45000000		0.06500000	0.02250000	0.53850000	0.53850000		0.53850000	
TUSCALOOSA	Cain 31-4-#130	128 Meth.	0.45000000		0.06500000	0.02250000	0.53850000	0.53850000		0.53850000	
TUSCALOOSA	Cain 1-2-#131A	128 Meth.	0.45000000		0.06500000	0.02250000	0.53850000	0.53850000		0.53850000	

COUNTY	WELL	PHASE	REPORT RUN DATE		OWNERSHIP		Interest		OWNERSHIP		Nonconsent Acq'd	Total WI to Date
			03-Apr-95		Interest	08/31/92	Acquired From	McKenzie	Interest Acquired From Frazier et al	Interest 09/01/92		
TUSCALOOSA	Cain 1-6-#133	129 Meth.			0.45000000		0.06600000		0.02250000	0.53850000		0.53850000

*These wells have been plugged and abandoned.

TUSCALOOSA	Spiller 22-7-#70	Phase II					0.00000000		0.02250000	0.02250000		0.02250000
TUSCALOOSA	Spiller 22-1-#71*	Phase II					0.00000000		0.02250000	0.02250000		0.02250000
TUSCALOOSA	Smalley 18-9-#111	Phase II					0.08500000		0.02250000	0.11750000		0.11750000
TUSCALOOSA	Smalley 17-5-#107	Phase IIIa					0.11000000		0.02250000	0.13250000		0.13250000
TUSCALOOSA	Smalley 18-7-#110	Phase IIIa					0.11000000		0.02250000	0.13250000		0.13250000
TUSCALOOSA	Smalley 19-1-#112	Phase IIIa					0.11000000		0.02250000	0.13250000		0.13250000
TUSCALOOSA	Spiller 22-6-#80*	Phase IIIb					0.10500000		0.02250000	0.12750000		0.12750000
TUSCALOOSA	Spiller 22-3-#135*	Phase IIIb					0.10500000		0.02250000	0.12750000		0.12750000

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COUNTY	WELL	PHASE	OWNERSHIP		Interest Acquired From McKenzie et al	Interest Acquired From Frazier et al	OWNERSHIP		Nonconsent Acq'd	Total	
			Interest 08/31/92	Interest 08/31/92			Interest 09/01/92	Interest 09/01/92		Wt to	Date
JEFFERSON	USX 17-0-00	Atlas				0.01238500	0.01238500			0.01238500	
JEFFERSON	USX 17-0-026	Atlas				0.01238500	0.01238500			0.01238500	
JEFFERSON	USX 17-10-066	Atlas				0.01238500	0.01238500			0.01238500	
JEFFERSON	Ueda 10-2-063	Atlas				0.01238500	0.01238500			0.01238500	
JEFFERSON	USX 17-2-02	00 Meth.			0.11000000	0.02500000	0.13500000			0.13500000	
JEFFERSON	USX 17-3-03	00 Meth.			0.11000000	0.02500000	0.13500000			0.13500000	
JEFFERSON	USX 0-14-06	00 Meth.			0.11000000	0.02500000	0.13500000			0.13500000	
JEFFERSON	USX 0-15-06	00 Meth.			0.11000000	0.02500000	0.13500000			0.13500000	
JEFFERSON	USX 7-10-07	00 Meth.			0.11000000	0.02500000	0.13500000			0.13500000	
JEFFERSON	USX 7-9-08	00 Meth.			0.11000000	0.02500000	0.13500000			0.13500000	
JEFFERSON	USX 17-1-01	00 Meth.			0.11000000	0.02500000	0.13500000			0.13500000	
JEFFERSON	USX 17-5-04	00 Meth.			0.11000000	0.02500000	0.13500000			0.13500000	
JEFFERSON	Ueda 10-1-013	00 Meth.			0.11000000	0.02500000	0.13500000			0.13500000	
JEFFERSON	USX 17-7-027	00 Meth.			0.11000000	0.02500000	0.13500000			0.13500000	
JEFFERSON	USX 17-0-028	00 Meth.			0.11000000	0.02500000	0.13500000			0.13500000	
JEFFERSON	USX 17-11-011	Phase I			0.09500000	0.02250000	0.11750000	0.07907354	0.19657354	0.19657354	
JEFFERSON	USX 17-15-060	Phase I			0.09500000	0.02250000	0.11750000	0.07907354	0.19657354	0.19657354	
JEFFERSON	Ueda 7-1-034	Phase I			0.09500000	0.02250000	0.11750000	0.05049960	0.16799960	0.16799960	
JEFFERSON	Ueda 0-0-035	Phase I			0.09500000	0.02250000	0.11750000			0.11750000	
JEFFERSON	Ueda 0-10-034	Phase I			0.09500000	0.02250000	0.11750000	0.05049960	0.16799960	0.16799960	
JEFFERSON	Ueda 0-5-033	Phase I			0.09500000	0.02250000	0.11750000	0.05049960	0.16799960	0.16799960	
JEFFERSON	Ueda 10-0-017	Phase I			0.09500000	0.02250000	0.11750000	0.07907354	0.19657354	0.19657354	
JEFFERSON	USX 17-13-061	Phase I			0.09500000	0.02250000	0.11750000	0.05049960	0.16799960	0.16799960	
JEFFERSON	Ueda 7-7-021	Phase I			0.09500000	0.02250000	0.11750000	0.05049960	0.16799960	0.16799960	
JEFFERSON	USX 10-11-024	Phase I			0.09500000	0.02250000	0.11750000	0.05049960	0.16799960	0.16799960	
JEFFERSON	USX 10-15-060	Phase I			0.09500000	0.02250000	0.11750000	0.05049960	0.16799960	0.16799960	
JEFFERSON	Ueda 7-11-042	Phase I			0.09500000	0.02250000	0.11750000			0.11750000	
JEFFERSON	USX 7-3-038	Phase I			0.09500000	0.02250000	0.11750000			0.11750000	
JEFFERSON	USX 7-13-043	Phase I			0.09500000	0.02250000	0.11750000			0.11750000	
JEFFERSON	Ueda 10-3-014	Phase I			0.09500000	0.02250000	0.11750000	0.05049960	0.16799960	0.16799960	

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COUNTY	WELL	PHASE	OWNERSHIP		Interest Acquired From McKenzie et al	Interest Acquired From Frazier et al	OWNERSHIP		Nonconsent Acq'd	Total Wt to Date	
			Interest	08/31/92			Interest	09/01/92		Wt to	Date
JEFFERSON	USX 18-5-062	Phase I	0.09500000		0.02250000	0.11750000				0.11750000	
JEFFERSON	USX 7-5-030	Phase I	0.09500000		0.02250000	0.11750000				0.11750000	
JEFFERSON	Ueda 18-7-016	Phase I	0.09500000		0.02250000	0.11750000			0.05049960	0.16799960	
JEFFERSON	Ueda 6-5-079	Phase I	0.09500000		0.02250000	0.11750000				0.11750000	
JEFFERSON	USX 12-16-072	Phase I	0.09500000		0.02250000	0.11750000				0.11750000	
JEFFERSON	USX 1-9-067	Phase I	0.09500000		0.02250000	0.11750000				0.11750000	
JEFFERSON	USX 1-1-071	Phase I	0.09500000		0.02250000	0.11750000				0.11750000	
JEFFERSON	USX 12-7-073	Phase I	0.09500000		0.02250000	0.11750000				0.11750000	
JEFFERSON	USX 5-7-080	Phase I	0.09500000		0.02250000	0.11750000				0.11750000	
JEFFERSON	Ueda 5-5-087	Phase I	0.09500000		0.02250000	0.11750000			0.04494988	0.16244988	
JEFFERSON	USX 31-3-080	Phase I	0.09500000		0.02250000	0.11750000				0.11750000	
JEFFERSON	USX 32-3-087	Phase I	0.09500000		0.02250000	0.11750000				0.11750000	
JEFFERSON	USX 32-5-096	Phase I	0.09500000		0.02250000	0.11750000				0.11750000	
JEFFERSON	USX 32-11-093	Phase I	0.09500000		0.02250000	0.11750000				0.11750000	
JEFFERSON	Ueda 6-9-077	Phase I	0.09500000		0.02250000	0.11750000				0.11750000	
JEFFERSON	Ueda 6-3-082	Phase I	0.09500000		0.02250000	0.11750000				0.11750000	
JEFFERSON	USX 32-7-096	Phase I	0.09500000		0.02250000	0.11750000				0.11750000	
JEFFERSON	Ueda 6-7-080	Phase I	0.09500000		0.02250000	0.11750000				0.11750000	
JEFFERSON	USX 1-7-086	Phase I	0.09500000		0.02250000	0.11750000				0.11750000	
JEFFERSON	USX 5-9-086	Phase I	0.09500000		0.02250000	0.11750000			0.04494988	0.16244988	
JEFFERSON	Ueda 5-3-090	Phase I	0.09500000		0.02250000	0.11750000			0.04494988	0.16244988	
JEFFERSON	USX 36-7-0111	Phase I	0.09500000		0.02250000	0.11750000				0.11750000	
JEFFERSON	USX 36-1-0114	Phase I	0.09500000		0.02250000	0.11750000				0.11750000	
JEFFERSON	USX 1-11-060	Phase I	0.09500000		0.02250000	0.11750000				0.11750000	
JEFFERSON	USX 1-3-070	Phase I	0.09500000		0.02250000	0.11750000				0.11750000	
JEFFERSON	USX 36-13-0100	Phase I	0.09500000		0.02250000	0.11750000				0.11750000	
JEFFERSON	USX 36-9-0110	Phase I	0.09500000		0.02250000	0.11750000				0.11750000	
JEFFERSON	USX 1-16-060	Phase I	0.09500000		0.02250000	0.11750000				0.11750000	
JEFFERSON	USX 6-11-070	Phase I	0.09500000		0.02250000	0.11750000				0.11750000	
JEFFERSON	USX 32-13-082	Phase I	0.09500000		0.02250000	0.11750000				0.11750000	
JEFFERSON	USX 1-12-0116	Phase I	0.09500000		0.02250000	0.11750000				0.11750000	
JEFFERSON	USX 5-1-080	Phase I	0.09500000		0.02250000	0.11750000			0.04494988	0.16244988	

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COUNTY	WELL	PHASE	OWNERSHIP		Interest Acquired From McKeele	Interest Acquired From Frazier et al	OWNERSHIP		Nonconsent Acq'd	Total Wt to Date
			Interest	08/31/92			Interest	09/01/92		
JEFFERSON	USX 32-1-#98	Phase II	0.09500000		0.02250000	0.11750000	0.11750000		0.04494988	0.11750000
JEFFERSON	USX 32-0-#94	Phase II	0.09500000		0.02250000	0.11750000	0.11750000			0.16244988
JEFFERSON	USX 36-15-#107	Phase II	0.09500000		0.02250000	0.11750000	0.11750000			0.11750000
JEFFERSON	Ueda 7-4-#19	Phase II	0.09500000		0.02250000	0.11750000	0.11750000			0.11750000
JEFFERSON	Ueda 5-14-#117	Phase II	0.09500000		0.02250000	0.11750000	0.11750000		0.05049960	0.16799960
JEFFERSON	Ueda 7-2-#37	129 Meth.	0.21890000		0.02250000	0.30740000	0.30740000		0.11675100	0.42415100
JEFFERSON	USX 31-0-#103	129 Meth.	0.06600000		0.02250000	0.30740000	0.30740000			0.30740000
JEFFERSON	USX 31-5-#101	129 Meth.	0.06600000		0.02250000	0.30740000	0.30740000			0.30740000
JEFFERSON	USX 31-11-#104	129 Meth.	0.06600000		0.02250000	0.30740000	0.30740000			0.30740000
JEFFERSON	USX 5-15-#64	129 Meth.	0.06600000		0.02250000	0.30740000	0.30740000		0.11675100	0.42415100
JEFFERSON	USX 5-11-#66	129 Meth.	0.06600000		0.02250000	0.30740000	0.30740000			0.30740000
JEFFERSON	USX 31-1-#99	129 Meth.	0.06600000		0.02250000	0.30740000	0.30740000			0.30740000
JEFFERSON	USX 36-11-#109	129 Meth.	0.06600000		0.02250000	0.30740000	0.30740000			0.30740000
JEFFERSON	USX 10-13-#48A	129 Meth.	0.06600000		0.02250000	0.30740000	0.30740000			0.30740000
JEFFERSON	USX 31-7-#102	129 Meth.	0.06600000		0.02250000	0.30740000	0.30740000			0.30740000
JEFFERSON	Ueda 5-13-#83	129 Meth.	0.06600000		0.02250000	0.30740000	0.30740000		0.11675100	0.42415100
JEFFERSON	Ueda 0-0-#30	129 Meth.	0.06600000		0.02250000	0.30740000	0.30740000		0.11675100	0.42415100
JEFFERSON	USX 0-1-#29	129 Meth.	0.06600000		0.02250000	0.30740000	0.30740000			0.30740000
JEFFERSON	USX 1-5-#65	129 Meth.	0.06600000		0.02250000	0.30740000	0.30740000			0.30740000
JEFFERSON	USX 6-13-#75	129 Meth.	0.06600000		0.02250000	0.30740000	0.30740000			0.30740000
JEFFERSON	USX 36-0-#112	129 Meth.	0.06600000		0.02250000	0.30740000	0.30740000			0.30740000
JEFFERSON	USX 12-0-#110	129 Meth.	0.06600000		0.02250000	0.30740000	0.30740000			0.30740000
JEFFERSON	USX 0-0-#31	129 Meth.	0.06600000		0.02250000	0.30740000	0.30740000			0.30740000
JEFFERSON	USX 31-13-#105	129 Meth.	0.06600000		0.02250000	0.30740000	0.30740000		0.11675100	0.42415100
JEFFERSON	USX 0-1-#81	129 Meth.	0.06600000		0.02250000	0.30740000	0.30740000			0.30740000
JEFFERSON	USX 31-15-#106	129 Meth.	0.06600000		0.02250000	0.30740000	0.30740000			0.30740000
JEFFERSON	USX 13-3-#130	129 Meth.	0.06600000		0.02250000	0.30740000	0.30740000			0.30740000
JEFFERSON	USX 13-7-#132	129 Meth.	0.06600000		0.02250000	0.30740000	0.30740000			0.30740000
JEFFERSON	USX 13-0-#133	129 Meth.	0.06600000		0.02250000	0.30740000	0.30740000			0.30740000
JEFFERSON	USX 13-11-#134	129 Meth.	0.06600000		0.02250000	0.30740000	0.30740000			0.30740000

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COUNTY	WELL	PHASE	OWNERSHIP		Interest Acquired From McKenzie	Interest Acquired From Frazier et al	OWNERSHIP		Nonconsent Acq'd	Total W/ to Date
			Interest	08/31/92			Interest	09/01/92		
JEFFERSON	USX 12-13-#127	129 Meth.	0.21890000	0.06600000	0.02250000	0.30740000	0.30740000	0.30740000	0.30740000	0.30740000
JEFFERSON	USX 13-5-#131	129 Meth.	0.21890000	0.06600000	0.02250000	0.30740000	0.30740000	0.30740000	0.30740000	0.30740000
JEFFERSON	USX 13-13-#135	129 Meth.	0.21890000	0.06600000	0.02250000	0.30740000	0.30740000	0.30740000	0.30740000	0.30740000
JEFFERSON	USX 14-1-#137	129 Meth.	0.21890000	0.06600000	0.02250000	0.30740000	0.30740000	0.30740000	0.30740000	0.30740000
JEFFERSON	USX 14-7-#138	129 Meth.	0.21890000	0.06600000	0.02250000	0.30740000	0.30740000	0.30740000	0.30740000	0.30740000
JEFFERSON	USX 14-9-#139	129 Meth.	0.21890000	0.06600000	0.02250000	0.30740000	0.30740000	0.30740000	0.30740000	0.30740000
JEFFERSON	USX 14-15-#140	129 Meth.	0.21890000	0.06600000	0.02250000	0.30740000	0.30740000	0.30740000	0.30740000	0.30740000
JEFFERSON	USX 2-15-#119	129 Meth.	0.21890000	0.06600000	0.02250000	0.30740000	0.30740000	0.30740000	0.30740000	0.30740000
JEFFERSON	USX 11-8-#122	129 Meth.	0.21890000	0.06600000	0.02250000	0.30740000	0.30740000	0.30740000	0.30740000	0.30740000
JEFFERSON	USX 12-3-#124	129 Meth.	0.21890000	0.06600000	0.02250000	0.30740000	0.30740000	0.30740000	0.30740000	0.30740000
JEFFERSON	USX 12-5-#126	129 Meth.	0.21890000	0.06600000	0.02250000	0.30740000	0.30740000	0.30740000	0.30740000	0.30740000
JEFFERSON	USX 12-11-#128	129 Meth.	0.21890000	0.06600000	0.02250000	0.30740000	0.30740000	0.30740000	0.30740000	0.30740000
JEFFERSON	USX 13-1-#129	129 Meth.	0.21890000	0.06600000	0.02250000	0.30740000	0.30740000	0.30740000	0.30740000	0.30740000
JEFFERSON	USX 13-15-#136	129 Meth.	0.21890000	0.06600000	0.02250000	0.30740000	0.30740000	0.30740000	0.30740000	0.30740000
JEFFERSON	USX 11-15-#123	129 Meth.	0.21890000	0.06600000	0.02250000	0.30740000	0.30740000	0.30740000	0.30740000	0.30740000
JEFFERSON	USX 11-1-#120	129 Meth.	0.21890000	0.06600000	0.02250000	0.30740000	0.30740000	0.30740000	0.30740000	0.30740000
JEFFERSON	USX 11-7-#121	129 Meth.	0.21890000	0.06600000	0.02250000	0.30740000	0.30740000	0.30740000	0.30740000	0.30740000
JEFFERSON	USX 12-15-#128	129 Meth.	0.21890000	0.06600000	0.02250000	0.30740000	0.30740000	0.30740000	0.30740000	0.30740000
JEFFERSON	USX 8-11-#132	129 Meth.	0.21890000	0.06600000	0.02250000	0.30740000	0.30740000	0.30740000	0.30740000	0.30740000
JEFFERSON	USX 7-10-#41	129 Meth.	0.21890000	0.06600000	0.02250000	0.30740000	0.30740000	0.30740000	0.30740000	0.30740000
JEFFERSON	USX 13-16-#144	129 Meth.	0.21890000	0.06600000	0.02250000	0.30740000	0.30740000	0.30740000	0.30740000	0.30740000
JEFFERSON	USX 13-14-#143	129 Meth.	0.21890000	0.06600000	0.02250000	0.30740000	0.30740000	0.30740000	0.30740000	0.30740000
JEFFERSON	USX 12-4-#141	129 Meth.	0.21890000	0.06600000	0.02250000	0.30740000	0.30740000	0.30740000	0.30740000	0.30740000
JEFFERSON	USX 13-8-#142	129 Meth.	0.21890000	0.06600000	0.02250000	0.30740000	0.30740000	0.30740000	0.30740000	0.30740000
JEFFERSON	USX 12-9-#145A	129 Meth.	0.21890000	0.06600000	0.02250000	0.30740000	0.30740000	0.30740000	0.30740000	0.30740000
JEFFERSON	USX 38-4-#113	129 Meth.	0.21890000	0.06600000	0.02250000	0.30740000	0.30740000	0.30740000	0.30740000	0.30740000

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COUNTY	WELL	PHASE	OWNERSHIP		Interest Acquired From McKenzie et al	Interest Acquired From Frazier et al	OWNERSHIP		Nonconsent Acq'd	Total	
			Interest	08/31/92			Interest	09/01/92		Wt to	Date
SAN JUAN	Angel Peak 13M - #1	129 Meth.	0.29410000				0.29410000			0.29410000	
SAN JUAN	Angel Peak 11K - #2	129 Meth.	0.29410000				0.29410000			0.29410000	
SAN JUAN	Angel Peak 15M - #7	129 Meth.	0.29410000				0.29410000			0.29410000	
SAN JUAN	Angel Peak 11A - #4	129 Meth.	0.29410000				0.29410000			0.29410000	
SAN JUAN	Angel Peak 10K - #3	129 Meth.	0.29410000				0.29410000			0.29410000	
SAN JUAN	C.M.Morris 16H - #5	129 Meth.	0.14705000				0.14705000			0.14705000	
SAN JUAN	Angel Peak 14H - #6	129 Meth.	0.29410000				0.29410000			0.29410000	
SAN JUAN	C.M.Morris 16A - #1	129 Meth.	0.29410000				0.29410000			0.29410000	
SAN JUAN	Angel Peak 24L - #8	129 Meth.	0.29410000				0.29410000			0.29410000	
SAN JUAN	Angel Peak 2L - #10	129 Meth.	0.29410000				0.29410000			0.29410000	
SAN JUAN	Kudr #6C	129 Meth.	0.07352500				0.07352500			0.07352500	
SAN JUAN	Angel Peak 16L - #11	129 Meth.	0.29410000				0.29410000			0.29410000	
SAN JUAN	Kudr #7C	129 Meth.	0.14705000				0.14705000			0.14705000	
SAN JUAN	Angel Peak 2H - #18	129 Meth.	0.22057500				0.22057500			0.22057500	
SAN JUAN	Angel Peak 14L - #6	129 Meth.	0.29410000				0.29410000			0.29410000	
SAN JUAN	Angel Peak 5L - #12	129 Meth.	0.29410000				0.29410000			0.29410000	
SAN JUAN	Angel Peak 24H - #14	129 Meth.	0.16537355				0.16537355			0.16537355	
SAN JUAN	Frost #501	129 Meth.	0.03676250				0.03676250			0.03676250	
SAN JUAN	Angel Peak 16A - #19	129 Meth.	0.07352500				0.07352500			0.07352500	
SAN JUAN	Angel Peak 1H - #20	129 Meth.	0.22042729				0.22042729			0.22042729	
SAN JUAN	Frost #502	129 Meth.	0.28490937				0.28490937			0.28490937	

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COUNTY	WELL	PHASE	OWNERSHIP Interest 08/31/92	Interest Acquired From McKenzie	Interest Acquired From Frazier et al	OWNERSHIP Interest 09/01/92	Nonconsent Acq'd	Total WI to Date
SAN JUAN	Hughes B-18	129 Meth.	0.29410000	0.13800000		0.43210000		0.43210000
SAN JUAN	Wich A-13	129 Meth.	0.29410000	0.13800000		0.43210000		0.43210000
SAN JUAN	Hughes A-17	129 Meth.	0.29410000	0.13800000		0.43210000		0.43210000
SAN JUAN	Day B-13	129 Meth.	0.29410000	0.13800000		0.43210000		0.43210000
SAN JUAN	Hughes 33-M#3	129 Meth.	0.29410000	0.13800000		0.43210000		0.43210000
SAN JUAN	Hughes 29-L#1	129 Meth.	0.29410000	0.13800000		0.43210000		0.43210000
SAN JUAN	Hughes 27-L#5	129 Meth.	0.29410000	0.13800000		0.43210000		0.43210000
SAN JUAN	Hughes 27-G#4	129 Meth.	0.29410000	0.13800000		0.43210000		0.43210000
SAN JUAN	Hughes 34-B#6	129 Meth.	0.29410000	0.13800000		0.43210000		0.43210000
SAN JUAN	Hughes 19-M#2	129 Meth.	0.29410000	0.13800000		0.43210000		0.43210000
SAN JUAN	Hardie 25-L#7	129 Meth.	0.29410000	0.13800000		0.43210000		0.43210000
SAN JUAN	Jones 35-L#10	129 Meth.	0.29410000	0.13800000		0.43210000		0.43210000
SAN JUAN	Jones 35-A#9	129 Meth.	0.29410000	0.13800000		0.43210000		0.43210000
SAN JUAN	Hardie 25-B#8	129 Meth.	0.29410000	0.13800000		0.43210000		0.43210000
SAN JUAN	Vandewater A#16	129 Meth.	0.29410000	0.13800000		0.43210000		0.43210000
SAN JUAN	Vandewater A#15	129 Meth.	0.29410000	0.13800000		0.43210000		0.43210000
SAN JUAN	Redick 108#11	129 Meth.	0.29410000	0.13800000		0.43210000		0.43210000
SAN JUAN	Large 318#19	129 Meth.	0.29410000	0.13800000		0.43210000		0.43210000

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Total notices mailed: 7

Debtor McKenzie Methane Corporation, 7880 San Felipe, Suite 100, Houston, TX 77063
Aty Fuqua, Richard L, II Fuqua & Keim, 515 Post Oak Blvd, Ste 850, Houston, TX 77027
Aty Sommers, Ronald J Nathan Wood & Sommers, 2700 Post Oak Blvd, Ste 2500, Houston, TX 77056
Trustee Ogle, Robert E 711 Louisiana Street, Suite 1300, Houston 77002
Aty Crawford, David L Nathan Wood & Sommers, 2700 Post Oak Blvd, Ste 2500, Houston, TX 77056
Aty Steen, Wesley Wilson Winstead Sechrest & Minick, 910 Travis, Ste 1700, Houston, TX 77002
Intereste US Trustee, 440 Louisiana, Suite 2500, Houston, TX 77002

Inst # 1995-30682

10/25/1995-30682
05:03 PM CERTIFIED
SHELBY COUNTY JUDGE OF PROBATE
041 NEL 109.50