

**ASSIGNMENT, BILL OF SALE AND CONVEYANCE**  
(Supporting Participants)

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

This Assignment, Bill of Sale and Conveyance (this "Assignment") is executed by MCKENZIE METHANE CORPORATION, a Texas corporation, Debtor under Chapter 11 of the United States Bankruptcy Code, Case No. 94-42758-H2-11 (the "Bankruptcy Proceeding"), in the United States Bankruptcy Court in the Southern District of Texas, Houston Division, whose address is 711 Louisiana, Suite 1300, Houston, Texas 77002, acting by and through ROBERT E. OGLE, Trustee in Bankruptcy of the Estate of MCKENZIE METHANE CORPORATION (herein called "Assignor", whether one or more), to KUKUI, INC., a Texas corporation, whose address is 2801 Post Oak Blvd., Suite 250, Houston, Texas 77056; THE NORTHWESTERN MUTUAL LIFE INSURANCE COMPANY, a Wisconsin corporation, whose address is 720 East Wisconsin Avenue, Milwaukee, Wisconsin 53202; JGI RESOURCES, INC., a Texas corporation, whose address is 601 Jefferson, Suite 850, Houston, Texas 77002; HAK III, L.C., a Texas limited liability company, whose address is 2801 Post Oak Blvd., Suite 250, Houston, Texas 77056; and MISSION ENERGY METHANE COMPANY, a California corporation, whose address is 18101 Von Karman Avenue, Suite 1700, Irvine, California 92715-1007 (herein collectively called "Assignees"), dated effective as of 7:00 a.m., local time, on August 29, 1995, said time to be determined for each locality in which the Lands (hereinafter defined) are located in accordance with the time generally observed in said locality (said hour and day hereinafter called the "Effective Date").

This conveyance is being made pursuant to Section 6.8(d) of the Liquidating Plan of Reorganization of KUKUI, INC. for McKenzie Methane Corporation (the "Plan").

For and in consideration of the sum of ONE HUNDRED DOLLARS (\$100.00), and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Assignor hereby TRANSFERS, BARGAINS, GRANTS, CONVEYS and ASSIGNS to Assignees their respective Pro Rata Shares (as defined below) of Assignor's right, title and interest in and to the following:

1. The leases, licenses, permits, mineral, warranty deed or royalty deeds and other agreements (and all amendments, revisions, ratifications or corrections thereof) described in Exhibit "A" attached hereto and made a part hereof (herein called the "Subject Leases"), insofar as the Subject Leases cover and relate to the lands described in said Exhibit "A" (herein called the "Lands"), together with all the property and rights incident

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SHELBY COUNTY JUDGE OF PROBATE  
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thereto (provided that, if there is any conflict or ambiguity between this Paragraph 1, and the provisions of Paragraph 2 of this Assignment, then the provisions of Paragraph 2 will govern and control);

2. Any and all interests in all leasehold, mineral, royalty, or other property, economic or contractual interests, if any, owned by Assignor in and to the Subject Leases insofar as they relate to lands covered by the Subject Leases and not included in the Lands. It is the intention of Assignor to convey to Assignees the entirety of the interests owned by Assignor in the Subject Leases or the lands covered thereby as of the Effective Date, and the description of the Lands set forth in Exhibit "A" shall not be deemed to (i) limit the quantity of such conveyance, or (ii) reserve any interest in the Subject Leases to Assignor;

3. All rights in, to, and under all valid and subsisting agreements, joint operating agreements, pooling and unitization agreements, product purchase and sale contracts, leases, permits, rights-of-way, easements, licenses, farmouts, development and drilling agreements, settlement agreements, drilling or service contracts, options, orders and any other agreements, contracts, commitments or other arrangements, whether in writing or oral, express or implied (i) in any way relating to the Subject Leases, or (ii) in any way relating to the production, storage, treatment, transportation, processing, sale or disposal of hydrocarbons, water or other minerals or substances produced therefrom, or (iii) in any way relating to the Assignor's ownership and/or acquisition of its interests in the Subject Leases (all of which agreements are herein called the "Agreements", and provided that the "Agreements" do not include, and there are excepted therefrom, any agreements or executory contracts that have not been expressly assumed by Assignor pursuant to the Plan. Severally in accordance with their respective Pro Rata Shares (as defined below), Assignees do hereby agree to assume and be subject to their proportionate share of all obligations and liabilities arising or incurred after the Effective Date under those Agreements attributable to the Subject Interests which are identified on Exhibit "B" attached hereto and incorporated herein, provided that Assignees do not assume or agree to assume any obligations or liabilities of Assignor to any of Assignees under or pursuant to or in connection with any of the Agreements;

4. All of the personal property, fixtures and improvements now or as of the Effective Date on the Subject Leases, appurtenant thereto or used or obtained in connection with the Subject Leases, or with the production, storage, treatment, transportation, processing, sale or disposal of hydrocarbons, water or other minerals or substances produced from or attributable to the Subject Leases, including, without limitation, pipelines (other than any interest of Assignor in the Plantation Pipeline, which is being assigned and transferred to Mission Energy Methane Company on even date herewith pursuant to that certain Assignment, Bill of Sale and Conveyance (Mission--Plantation Pipeline)), gas gathering and transmission systems, electrical distribution systems, compression facilities, high pressure lines in Alabama from compressor stations to the SONAT delivery points and all facilities related thereto, all



metering, glycol and dehydration equipment, water disposal systems and wells, pipe, all wells, fixtures, casing and tubing, all production, gathering, treatment, processing, compression, dehydration, water disposal and pipeline equipment, water disposal wells, and all machines, tools, dies, vessels, and other facilities of every kind, character and description, used or usable in connection with the production, storage, treatment, transportation, processing, sale or disposal of hydrocarbons, water or other minerals or substances produced from the Subject Leases excluding, however, any interest of Assignor in the Plantation Pipeline;

5. All other interests, if any, owned by Assignor in and to the Lands, or the Subject Leases, or any other lands covered by the Subject Leases, including without limitation, all leasehold working interests, mineral or royalty interests, overriding royalty interests, net profits interests, production payments and any other economic interests owned by Assignor in the production of hydrocarbons or other substances from the lands covered by the Subject Leases, whether presently effective or hereafter becoming effective;

6. All lease files, land files, well files, gas and oil sales contract files, gas processing files, division order files, abstracts, title opinions, and all other books, files, records, information and data, including engineering and geological data and geophysical data and interpretations thereof pertaining or related to the Subject Leases, Lands or other properties or interests included in the Subject Interests (the "Files");

7. All rights of Assignor and/or Robert E. Ogle, the Chapter 11 Trustee (acting as a representative of Assignor'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, interest, charges and other encumbrances of any kind or nature against the working interest or other assets previously owned or acquired hereunder by the Assignees 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) of the Plan, and working interests included among the interests listed on Exhibit "E" to the Plan) and to preserve and defend title to such interests. Capitalized terms used in this paragraph shall have the same meanings as ascribed to such terms in the Plan; and

8. To the extent transferable, the benefit of and the right to enforce the covenants and warranties, if any, which Assignor is entitled to enforce with respect to any of the properties hereby conveyed against Assignor's predecessors in title to any of such properties, and against any party or parties to the Agreements (all of the properties and interests hereby assigned are sometimes herein collectively referred to as the "Subject Interests").

As used herein, the term "Infrastructure Assets" refers to and includes the Files described in paragraph 6 above, the Agreements described in paragraph 3 above other than

pooling and unitization agreements, and the portions of the personal property, fixtures and improvements described in paragraph 4 above which relate to all pipelines (other than any interest of Assignor in the Plantation Pipeline), gas gatherings 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 metering, glycol and dehydration equipment, and water disposal systems and wells.

It is expressly stipulated and provided, however, that the Subject Interests do not include and that there are excepted from this Assignment the undivided interests in and to certain of the Subject Leases and Lands and other properties described above which have been assigned by Assignor to (i) Mission Energy Methane Company by an "ASSIGNMENT, BILL OF SALE AND CONVEYANCE (Mission)", dated of even date with this Assignment and made effective as of the Effective Date of this Assignment, to (ii) the "Working Interest Owners", the "Unsecured Creditors Trust" and KUKUI, INC. by an "ASSIGNMENT, BILL OF SALE AND CONVEYANCE (5/8ths-3/8ths)" dated of even date with this Assignment and made effective as of the Effective Date of this Assignment, or to (iii) KUKUI, INC. by an "ASSIGNMENT, BILL OF SALE AND CONVEYANCE (KUKUI)", dated of even date with this Assignment and made effective as of the Effective Date of this Assignment.

The conveyance made hereunder shall be subject to the terms and conditions of each of the Subject Leases and to all of the terms and conditions of existing Agreements between Assignor and third parties to the extent, and only to the extent, that the respective Agreements are valid, subsisting and effective with respect to an applicable part of or interest in the Subject Interests under the terms hereof. The delivery of this Assignment shall not affect, enlarge, diminish or otherwise impair any of the rights and obligations of Assignor under the terms and conditions of said Agreements, and all such rights and obligations (to the extent such obligations are assumed hereby) shall survive the delivery of this Assignment.

This conveyance is subject to the amended Operating Agreement covering the Subject Interests provided for in Section 7.14 of the Plan, in the form which is being executed by Assignees as Non-Operators incident to execution and delivery of this conveyance.

The Subject Interests conveyed hereunder are assigned to and accepted by each Assignee in the following undivided proportions set forth opposite their respective names below (their respective "Pro Rata Shares"):

a. As to all of the Subject Interests except the Infrastructure Assets:

An Undivided:

KUKUI, INC.	55.25 % of Assignor's Interest
The Northwestern Mutual Life Insurance Company	33.15 % of Assignor's Interest
JGI Resources, Inc.	8.29 % of Assignor's Interest
HAK III, L.C.	3.31 % of Assignor's Interest
Mission Energy Methane Company	0.0 % of Assignor's Interest
<hr/>	
	100 %

b. As to the Infrastructure Assets only:

An Undivided:

KUKUI, INC.	45.61 % of Assignor's Interest
The Northwestern Mutual Life Insurance Company	27.37 % of Assignor's Interest
JGI Resources, Inc.	6.84 % of Assignor's Interest
HAK III, L.C.	2.73 % of Assignor's Interest
Mission Energy Methane Company	17.45 % of Assignor's Interest
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	100 %

Unless provided otherwise, all recording references in Exhibit "A" are to the official real property records of the county and state in which the Lands are located.

TO HAVE AND TO HOLD the Subject Interests unto Assignees, their successors and assigns forever in the respective Pro Rata Shares stated above; and Assignor does hereby bind and obligate itself and its successors and assigns to Warrant and Forever defend all and singular title to the Subject Interests unto Assignees, their successors and assigns, against every person or entity whomsoever claiming or to claim the same or any portion thereof by, through or under Assignor, but not otherwise, subject to any valid, subsisting royalties, overriding royalties and other burdens upon the Subject Interests lawfully shown of record in the county and state in which the Lands are located, and to the Agreements to which this Assignment is expressly made subject, but with full subrogation and substitution to all covenants and warranties by others heretofore given or made with respect to the Subject Leases, or any part thereof, or Subject Interests therein.



Assignor covenants and agrees to execute and deliver to Assignees all such other additional instruments and documents, and do all such other acts and things as may be necessary to more fully assure to Assignees or their respective successors or assigns, all of their rights and interests in and to the respective properties, rights and interests constituting the Subject Interests herein granted.

This Assignment and all the provisions hereof shall inure to the benefit of and be binding upon the respective heirs, successors, legal representatives and assigns of Assignor and Assignees. All references herein to either Assignor or Assignees shall include their respective heirs, successors, legal representatives and assigns.

The conveyances made hereunder are being made pursuant to the terms of that certain Order in Aid of Implementation of Confirmed Liquidating Plan of Reorganization of KUKUI, INC. for McKenzie Methane Corporation (the "Implementing Order"), dated August 24, 1995, a true and correct copy of which is being filed in the same records as this Assignment on even date or near even date herewith, to which reference is made for all purposes.

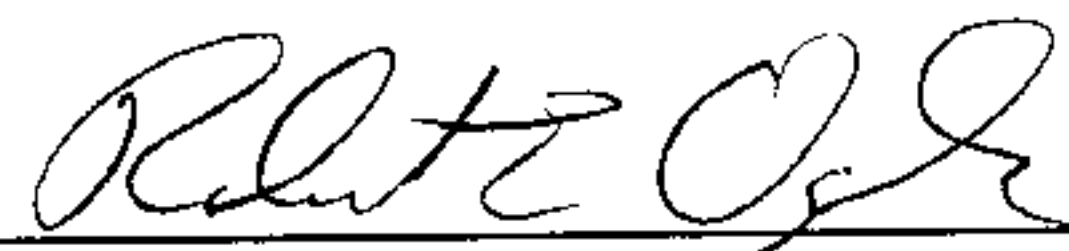
This Assignment may be executed in several original counterparts, each of which shall be deemed to be an original instrument, but all such counterparts shall constitute but one and the same instrument.

Executed effective for all purposes as of the Effective Date, although signed and delivered on the date or dates of the respective acknowledgements set forth below.

ASSIGNOR:

MCKENZIE METHANE CORPORATION

By:



Robert E. Ogle, Trustee in Bankruptcy for  
M C K E N Z I E M E T H A N E  
CORPORATION, a Texas Corporation,  
Debtor under Chapter 11 of the United  
States Bankruptcy Code, Case  
No. 94-42758-H2-11, in the United States  
Bankruptcy Court for the Southern District  
of Texas, Houston Division

ASSIGNEE:

KUKUI, INC.

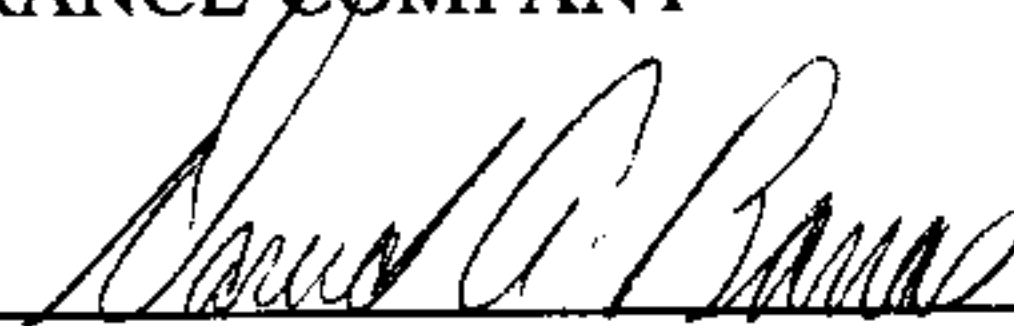
By:



Louis A. Kau  
President

THE NORTHWESTERN MUTUAL LIFE  
INSURANCE COMPANY

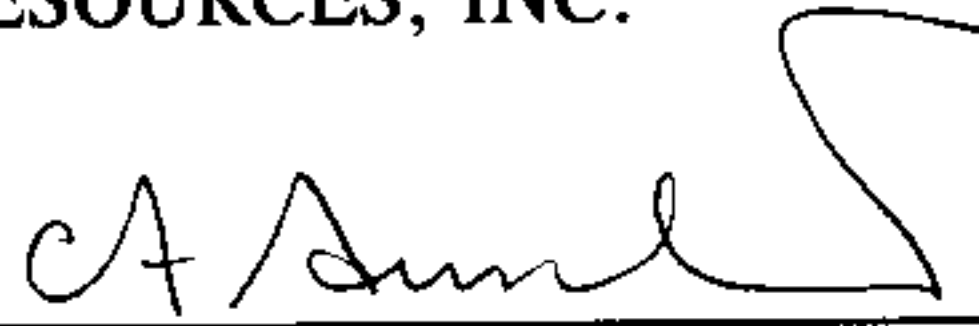
By:



David A. Barras  
Attorney-in-Fact

JGI RESOURCES, INC.

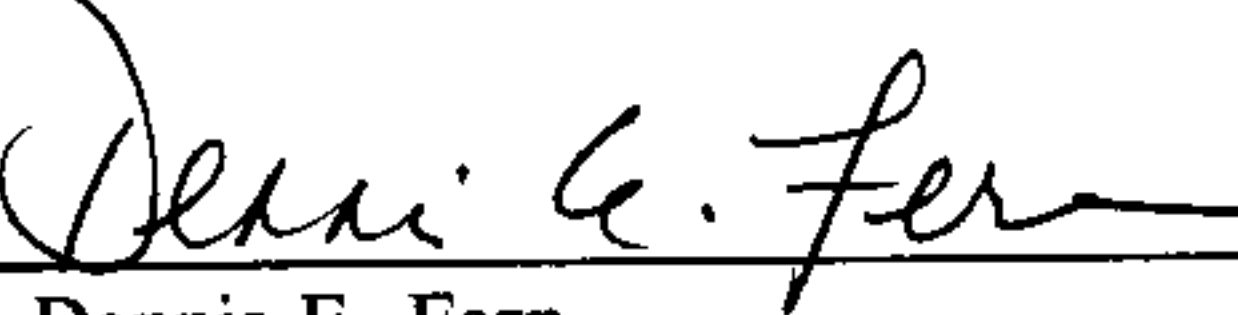
By:



C.A. Ambrust  
Vice President

HAK III, L.C.

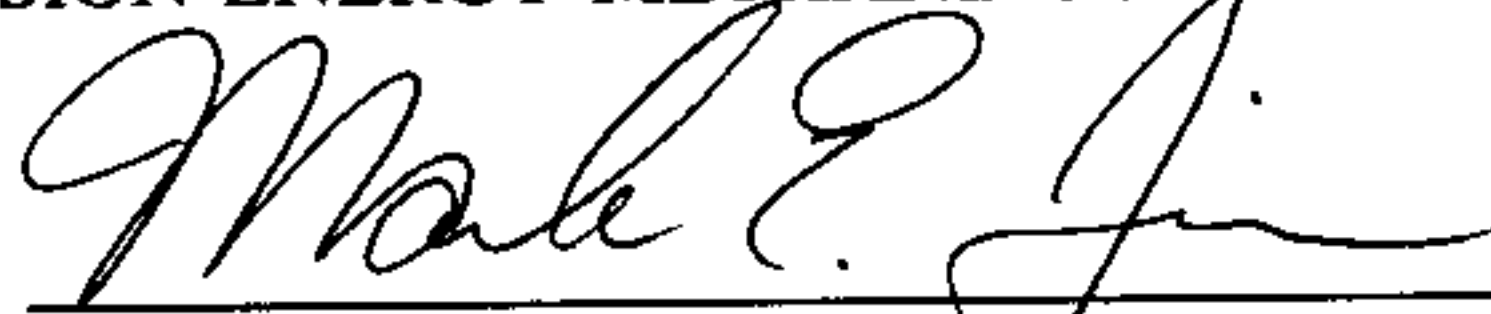
By:



Dennis E. Fern  
Attorney-in-Fact

MISSION ENERGY METHANE COMPANY

By:



Name:

Mark F. Irwin

Title:


Vice President

Prepared by:

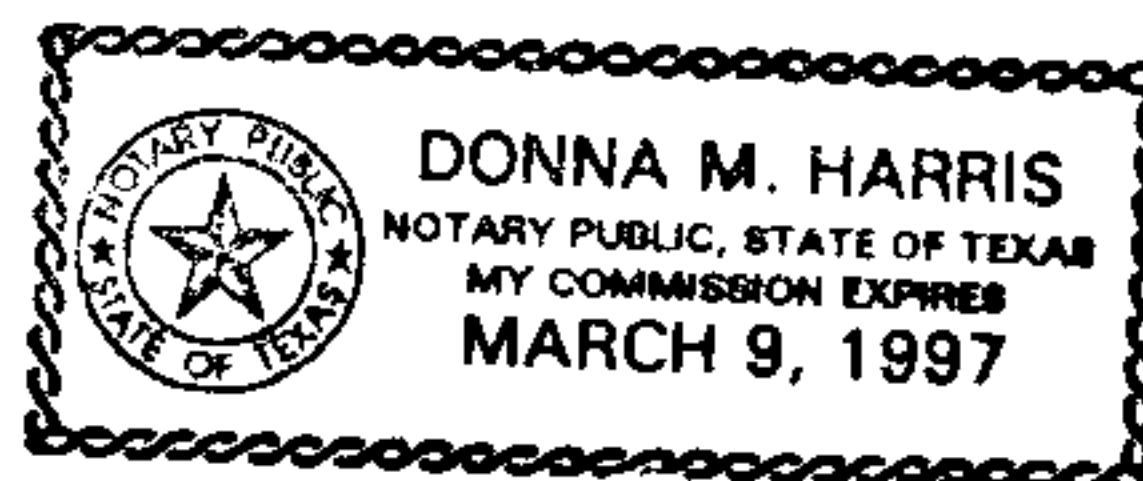
Mark F. Kirschke  
Weil, Gotshal & Manges  
700 Louisiana, Suite 1600  
Houston, TX 77002-2784

THE STATE OF TEXAS   §  
                                  §  
COUNTY OF HARRIS   §

The foregoing instrument was acknowledged before me this 25<sup>th</sup> day of August, 1995, by Robert E. Ogle, Trustee in bankruptcy for MCKENZIE METHANE CORPORATION, a Texas corporation, Debtor under Chapter 11 of the United States Bankruptcy Code, Case No. 94-42758-H2-11, in the United States Bankruptcy Court for the Southern District of Texas, Houston Division, on behalf of such corporation.


  
\_\_\_\_\_  
Notary Public in and for the State of Texas

SEAL:

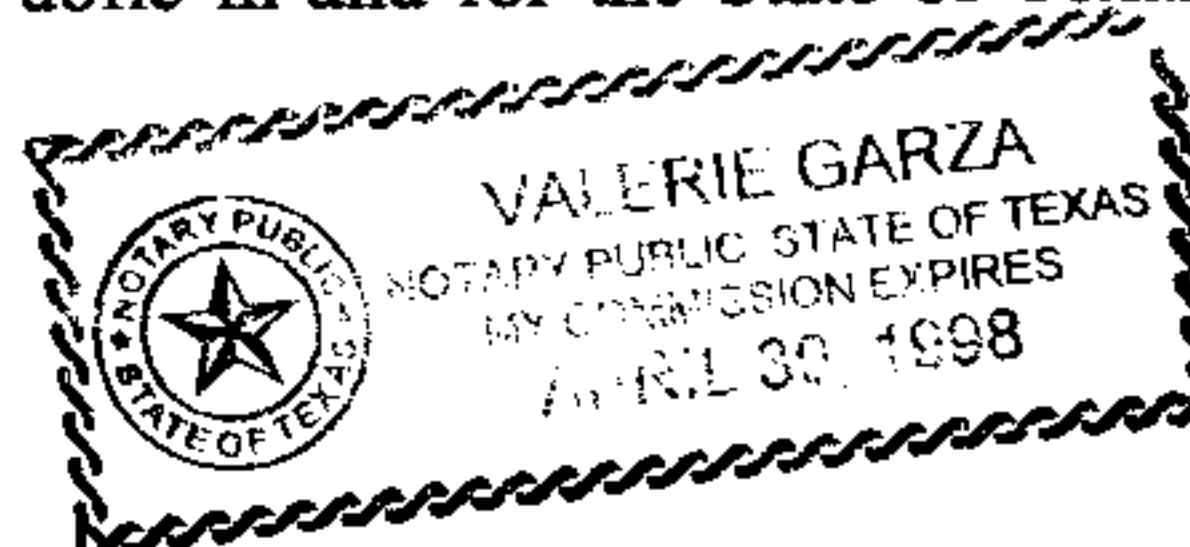


THE STATE OF TEXAS   §  
                                  §  
COUNTY OF HARRIS   §

The foregoing instrument was acknowledged before me this 25 day of August, 1995, by Louis A. Kau, President of KUKUI, INC., a Texas corporation, on behalf of such corporation.

  
\_\_\_\_\_  
Notary Public in and for the State of Texas


SEAL:



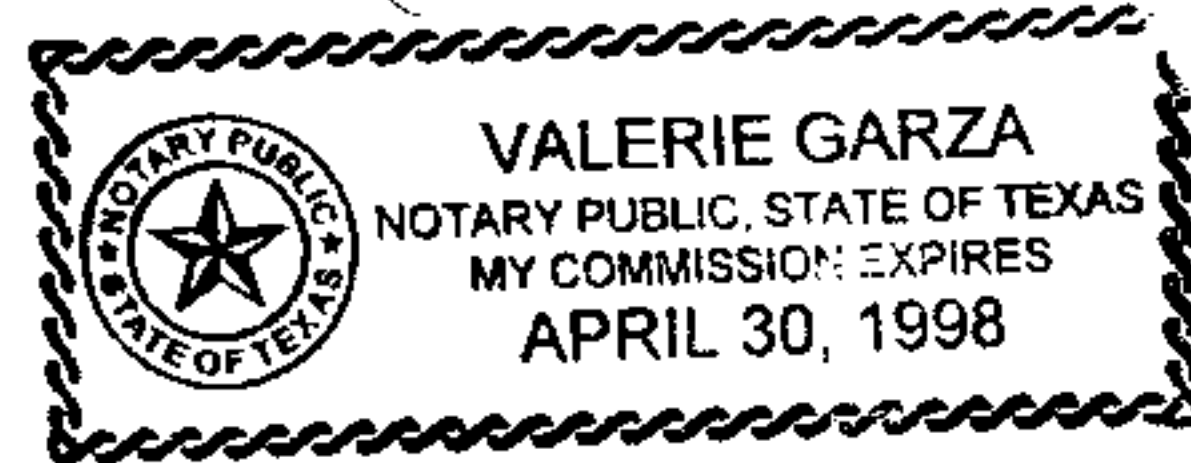


THE STATE OF TEXAS     §  
                                     §  
COUNTY OF HARRIS     §

The foregoing instrument was acknowledged before me on this 24 day of August, 1995, by David A. Barras, Attorney-in-Fact of THE NORTHWESTERN MUTUAL LIFE INSURANCE COMPANY, a Wisconsin corporation, on behalf of such corporation.

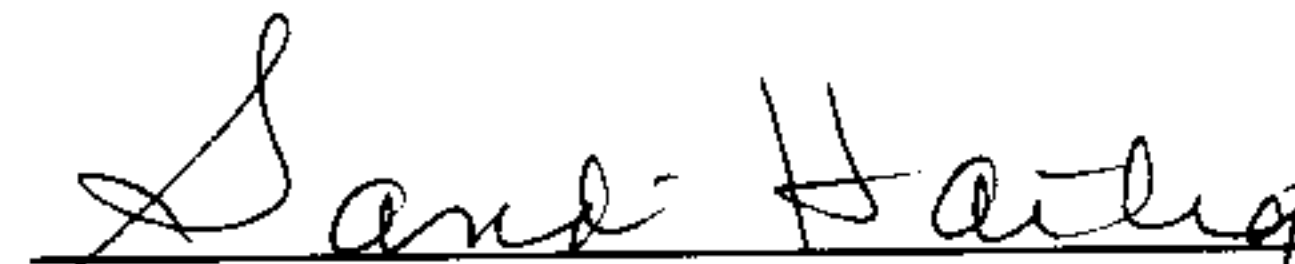
  
Notary Public in and for the State of Texas

SEAL:

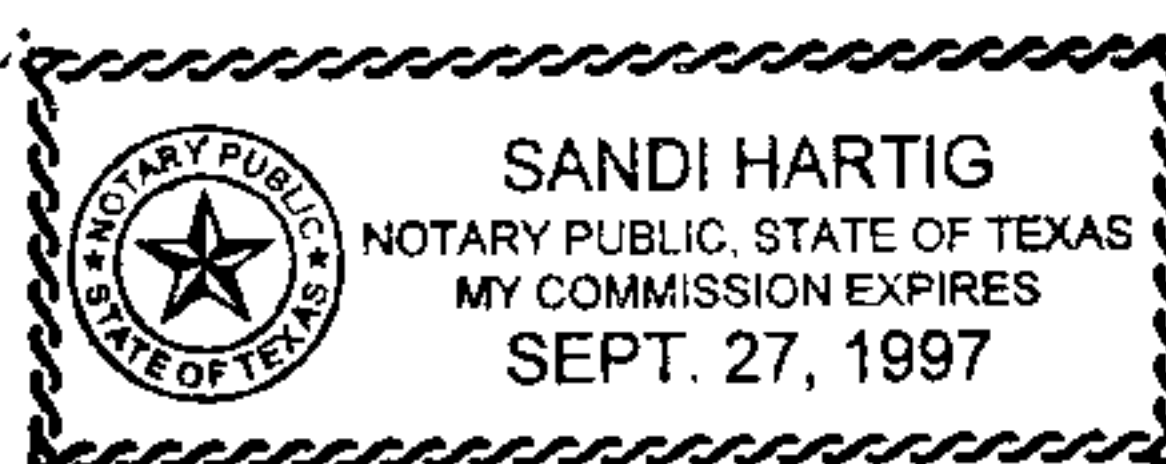


THE STATE OF TEXAS     §  
                                     §  
COUNTY OF HARRIS     §

The foregoing instrument was acknowledged before me this 24<sup>th</sup> day of August, 1995, by C.A. Ambrust, Vice President of JGI RESOURCES, INC., a Texas corporation, on behalf of such corporation.

  
Notary Public in and for the State of Texas

SEAL:

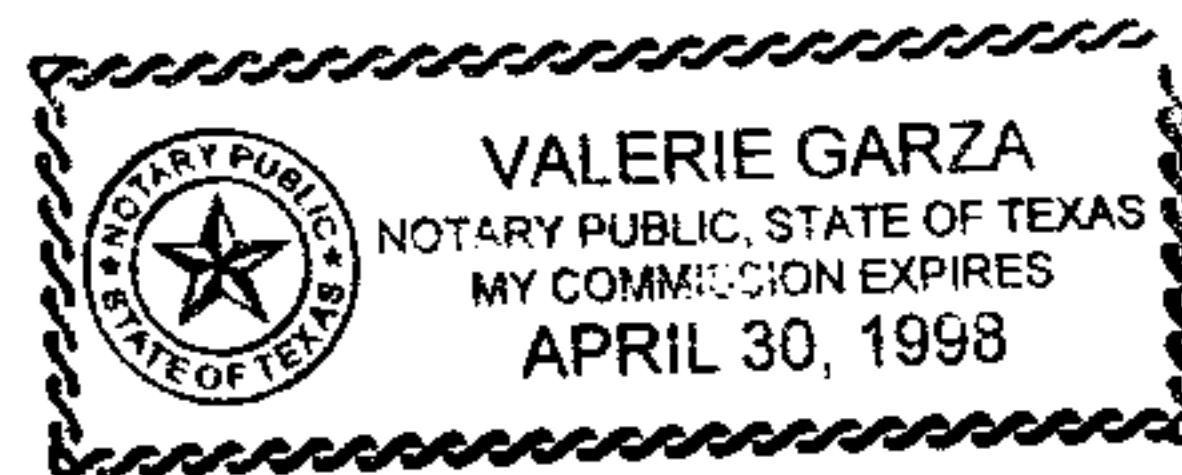


THE STATE OF TEXAS   §  
                                 §  
COUNTY OF HARRIS   §

The foregoing instrument was acknowledged before me this 25 day of August, 1995, by Dennis E. Fern, Attorney-in-Fact for HAK III, L.C., a Texas limited liability company, on behalf of such company.

Valerie Garza  
Notary Public in and for the State of Texas

SEAL:

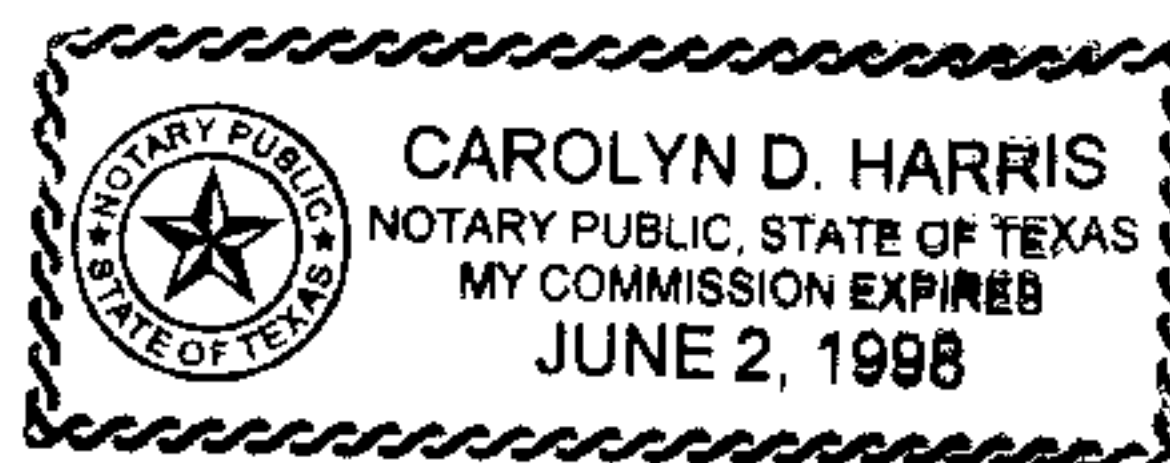


THE STATE OF TEXAS   §  
                                 §  
COUNTY OF HARRIS   §

The foregoing instrument was acknowledged before me this 25<sup>th</sup> day of August, 1995, by MARK E. IRWIN, VICE PRESIDENT of MISSION ENERGY METHANE COMPANY, a California corporation, on behalf of such corporation.

Carolyn D. Harris  
Notary Public in and for the State of Texas

SEAL:



**Exhibit "A"**  
**ASSIGNMENT, BILL OF SALE AND CONVEYANCE**  
**(Supporting Participants)**

**Shelby County, Alabama**

**#4B - Phase IIIb**

**(14)**

I:     An undivided 23.7642% interest in and to the Subject Leases, all located in Bibb and Shelby Counties, Alabama:

Coal Seam Gas Agreement and Option dated September 30, 1988, between USX Corporation, as Lessor, and McKenzie Methane Corporation, as Lessee, recorded by a Memorandum of Lease dated November 30, 1988, in Book 222, Page 386, Shelby County, Alabama, Amendment to Memorandum of Lease dated February 19, 1989, in Book 280, Page 47, Shelby County, Alabama, and Second Amendment to Memorandum of Lease dated October 21, 1991, in Book 391, Page 547, Shelby County, Alabama; and Amendment to Memorandum of Lease dated November 14, 1989, in Book 128, Page 953, Bibb County, Alabama, and Second Amendment to Memorandum of Lease dated October 21, 1991, in Deed Book 133, Page 839, Bibb County, Alabama.

Coalbed Methane Gas Lease dated June 1, 1989, between Southern Electric Generating Company, as Lessor, and McKenzie Methane Corporation, as Lessee, recorded by a Memorandum of Lease dated June 1, 1989, in Book 254, Page 559 in the Office of the Judge of Probate of Shelby County, Alabama; and recorded by a Memorandum of Lease dated June 1, 1989, in Book 128, Page 116 in the Office of the Judge of Probate of Bibb County, Alabama

Coalbed Methane Gas Lease dated June 1, 1989, between Southern Electric Generating Company and Kimberly-Clark Corporation, as Lessor, and McKenzie Methane Corporation, as Lessee, recorded by a Memorandum of Lease dated June 1, 1989, in Book 254, Page 568 in the Office of the Judge of Probate of Shelby County, Alabama; and recorded by a Memorandum of Lease dated June 1, 1989, in Book 128, Page 106 in the Office of the Judge of Probate of Bibb County, Alabama

Coalbed Methane Gas Lease dated June 1, 1989, between Kimberly-Clark Corporation, as Lessor, and McKenzie Methane Corporation, as Lessee, recorded by a Memorandum of Lease dated June 1, 1989, in Book 254, Page 554, in the Office of the Judge of Probate of Shelby County, Alabama; and recorded by a Memorandum of Lease dated June 1, 1989, in Book 128, Page 125 in the Office of the Judge of Probate of Bibb County, Alabama

Oil, Gas and Mineral Lease (Including Coalbed Methane) between Ruth L. Gordon, as Lessor, and McKenzie Methane Corporation, as Lessee, recorded by a Memorandum of Lease dated April 12, 1989, in Book 246, Page 67 in the Office of the Judge of Probate of Shelby County, Alabama

Oil, Gas and Mineral Lease dated March 20, 1990 between John E. Shepherd and wife, Anne T. Shepherd, as Lessor, and McKenzie Methane Corporation, as Lessee, recorded in Book 305, Page 551 in the Office of the Judge of Probate of Shelby County, Alabama

Oil, Gas and Mineral Lease dated May 8, 1991 between Ethel S. Flowers, as Lessor, and McKenzie Methane Corporation, as Lessee, recorded in Book 347, Page 04 in the Office of the Judge of Probate of Shelby County, Alabama

Oil, Gas and Mineral Lease dated May 8, 1991 between Carol K. Powers and husband, Gary L. Powers, as Lessor, and McKenzie Methane Corporation, as Lessee, recorded in Book 347, Page 01 in the Office of the Judge of Probate of Shelby County, Alabama

Oil, Gas and Mineral Lease dated May 8, 1991 between Ann Knight Bridges, as Lessor, and McKenzie Methane Corporation, as Lessee, recorded in Book 347, Page 07 in the Office of the Judge of Probate of Shelby County, Alabama



Oil, Gas and Mineral Lease dated May 8, 1991 between Carlene W. Knight, as Lessor, and McKenzie Methane Corporation, as Lessee, recorded in Book 347, Page 10 in the Office of the Judge of Probate of Shelby County, Alabama

Oil, Gas and Mineral Lease dated August 15, 1991 between Wendy K. Cason, as Lessor, and McKenzie Methane Corporation, as Lessee, recorded in Book 363, Page 383 in the Office of the Judge of Probate of Shelby County, Alabama

Oil, Gas and Mineral Lease dated June 12, 1991 between Glenna S. Jarrette, et al, as Lessor, and McKenzie Methane Corporation, as Lessee, recorded in Book 362, Page 233 in the Office of the Judge of Probate of Shelby County, Alabama

INSOFAR AND ONLY INSOFAR as the above leases cover the units and lands described below:

**USX 26-16-#59 Well**  
Section 26: E/2 of SE/4  
T21S-R4W

**USX 34-8-#87 Well**  
Section 34: SE/NE and  
Section 35: SW/NW  
T21S-R4W

**SESCO 13-11-#133A Well**  
Section 13: NE/SW and NE Diagonal  
Half of SE/SW  
T21S-R4W  
(60 acres, more or less)

**USX 21-16-#167 Well**  
Section 21: E/2 of SE/4  
T21S-R4W

**USX 25-2-#204 Well**  
Irregular Section 25: W/2  
T22S-R5W  
(40 acres, more or less)

**USX 30-2-#205 Well**  
Irregular Section 30: W/2  
T22S-R4W  
(40 acres, more or less)

**USX 5-4-#213 Well**  
Section 5: W/2 of NW/4  
T21S-R3W

**USX 31-8-#215 Well**  
Section 31: E/2 of NE/4  
T20S-R3W

**USX 31-16-#219 Well**  
Section 31: E/2 of SE/4  
T20S-R3W

**SESCO 6-2-#262A Well**  
Section 6: N/2 of NE/4  
T22S-R4W

**KC/SESCO 25-9-#264 Well**  
Section 25: SE/NE and NE/SE  
T21S-R4W

**KC/SESCO 17-14-#283 Well**  
Section 17: E/2 of SW/4  
T21S-R3W

**SESCO 18-12-#285 Well**  
Section 18: W/2 of SW/4  
T21S-R3W

**SESCO 19-4-#288 Well**  
Section 19: W/2 of NW/4  
T21S-R3W

**SESCO 19-12-#289 Well**  
Section 19: W/2 of SW/4  
T21S-R3W

**SESCO 24-8-#290 Well**  
Section 24: E/2 of NE/4  
T21S-R4W

**SESCO 24-16-#291 Well**  
Section 24: E/2 of SE/4  
T21S-R4W

**KC/SESCO 29-8-#294 Well**  
Section 29: SE/NE and NE/SE  
T21S-R3W

**KC/SESCO 6-14-#297 Well**  
Section 6: E/2 of SW/4  
T22S-R3W

**KC/SEGCO 6-16-#298 Well**  
Section 6: S/2 SE  
T22S-R3W

**KC/SEGCO 1-8-#299 Well**  
Section 1: E/2 of NE/4  
T22S-R4W

**KC/SEGCO 1-16-#300 Well**  
Section 1: E/2 of SE/4  
T22S-R4W

**SEGCO 30-5-#312 Well**  
Section 30: SW/NW and NW/SW  
T21S-R3W

**KC/SEGCO 9-2-#313 Well**  
Section 9: W/2 of NE/4  
T22S-R4W

**KC/SEGCO 10-12-#318 Well**  
Section 10: N/2 of SW/4  
T22S-R4W

**KC/SEGCO 12-2-#324 Well**  
Section 12: W/2 of NE/4  
T22S-R4W

**KC/SEGCO 12-14-#325 Well**  
Section 12: E/2 of SW/4  
T22S-R4W

**KC/SEGCO 7-6-#326 Well**  
Section 7: E/2 of NW/4  
T22S-R3W

**KC/SEGCO 13-2-#328 Well**  
Section 13: W/2 of NE/4  
T22S-R4W

**KC/SEGCO 14-16-#336 Well**  
Section 14: S/2 of SE/4  
T22S-R4W

**KC/SEGCO 15-2-#337 Well**  
Section 15: W/2 of NE/4  
T22S-R4W

**SEGCO 15-6-#338 Well**  
Section 15: E/2 of NW/4  
T22S-R4W

**KC/SEGCO 16-8-#345 Well**  
Section 16: E/2 of NE/4  
T22S-R4W

**KC/SEGCO 16-16-#349 Well**  
Section 16: E/2 of SE/4  
T22S-R4W

**SEGCO 17-4-#350 Well**  
Section 17: W/2 of NW/4  
T22S-R4W

**KC/SEGCO 20-2-#356 Well**  
Section 20: W/2 of NE/4  
T22S-R4W

**KC/SEGCO 20-4-#357 Well**  
Section 20: W/2 of NW/4  
T22S-R4W

**KC/SEGCO 20-6-#358 Well**  
Section 20: E/2 of NW/4  
T22S-R4W

**KC/SEGCO 20-8-#359 Well**  
Section 20: E/2 of NE/4  
T22S-R4W

**KC/SEGCO 20-15-#361 Well**  
Section 20: W/2 of SE/4  
T22S-R4W

**KC/SEGCO 20-16-#362 Well**  
Section 20: E/2 of SE/4  
T22S-R4W

**KC/SEGCO 21-2-#363 Well**  
Section 21: W/2 of NE/4  
T22S-R4W

**KC/SEGCO 21-4-#364 Well**  
Section 21: W/2 of NW/4  
T22S-R4W

**KC/SEGCO 21-6-#365 Well**  
Section 21: E/2 of NW/4  
T22S-R4W

**KC/SEGCO 21-8-#366 Well**  
Section 21: E/2 of NE/4  
T22S-R4W

**KC/SEGCO 21-12-#368 Well**  
Section 21: W/2 of SW/4  
T22S-R4W

**KC/SEGCO 21-14-#369 Well**  
Section 21: E/2 of SW/4  
T22S-R4W

**KC/SEGCO 21-16-#370 Well**  
Section 21: E/2 of SE/4  
T22S-R4W

**KC/SEGCO 22-2-#371 Well**  
Section 22: W/2 of NE/4  
T22S-R4W

**KC/SEGCO 22-6-#373 Well**  
Section 22: E/2 of NW/4  
T22S-R4W

**KC/SEGCO 22-8-#374 Well**  
Section 22: E/2 of NE/4  
T22S-R4W

**KC/SEGCO 22-10-#375 Well**  
Section 22: W/2 of SE/4  
T22S-R4W

**KC/SEGCO 23-2-#378 Well**  
Section 23: W/2 of NE/4  
T22S-R4W

**KC/SEGCO 23-4-#379 Well**  
Section 23: W/2 of NW/4  
T22S-R4W

**KC/SEGCO 23-10-#382 Well**  
Section 23: W/2 of SE/4  
T22S-R4W

**KC/SEGCO 23-12-#383 Well**  
Section 23: W/2 of SW/4  
T22S-R4W

**KC/SEGCO 23-14-#384 Well**  
Section 23: E/2 of SW/4  
T22S-R4W

**KC/SEGCO 23-16-#385 Well**  
Section 23: E/2 of SE/4  
T22S-R4W

**SEGCO 5-5-#395 Well**  
Section 5: W/2 of NW/4  
T24N-R11E

**KC/SEGCO 5-9-#398 Well**  
Section 5: E/2 of SE/4  
T24N-R11E

**KC/SEGCO 5-13-#399 Well**  
Section 5: W/2 of SW/4  
T24N-R11E

**KC/SEGCO 1-2-#401 Well**  
Section 1: W/2 of NE/4  
T24N-R11E

**KC/SEGCO 1-4-#402 Well**  
Section 1: W/2 of NW/4  
T24N-R11E

**KC/SEGCO 2-4-#408 Well**  
Section 2: W/2 of NW/4  
T24N-R11E

**KC/SEGCO 2-6-#409 Well**  
Section 2: E/2 of NW/4  
T24N-R11E

**KC/SEGCO 2-8-#410 Well**  
Section 2: E/2 of NE/4  
T24N-R11E

**KC/SEGCO 2-9-#411 Well**  
Section 2: E/2 of SE/4  
T24N-R11E

**KC/SEGCO 2-12-#412 Well**  
Section 2: W/2 of SW/4  
T24N-R11E

**KC/SEGCO 2-15-#413 Well**  
Section 2: W/2 of SE/4  
T24N-R11E

**KC/SEGCO 3-2-#414 Well**  
Section 3: W/2 of NE/4  
T24N-R11E

**SEGCO 3-4-#415 Well**  
Section 3: W/2 of NW/4  
T24N-R11E

**KC/SEGCO 3-6-#416 Well**  
Section 3: E/2 of NW/4  
T24N-R11E

**KC/SEGCO 3-8-#417 Well**  
Section 3: E/2 of NE/4  
T24N-R11E

**KC/SEGCO 3-10-#418 Well**  
Section 3: W/2 of SE/4  
T24N-R11E

**KC/SEGCO 3-12-#419 Well**  
Section 3: N/2 of SW/4  
T24N-R11E



**KC/SEGCO 3-16-#420 Well**  
Section 3: E/2 of SE/4  
T24N-R11E

**KC/SEGCO 4-10-#421 Well**  
Section 4: N/2 of SE/4  
T24N-R11E

**KC/SEGCO 4-13-#422 Well**  
Section 4: S/2 of SW/4  
T24N-R11E

**SEGCO 29-1-#423 Well**  
Irregular Section 29: E/2  
T22S-R4W  
(40 acres, more or less)

**KC/SEGCO 6-1-#424 Well**  
Section 6: E/2 of NE/4  
T24N-R11E

**KC/SEGCO 6-7-#425 Well**  
Section 6: W/2 of NE/4  
T24N-R11E

**KC/SEGCO 6-9-#426 Well**  
Section 6: N/2 of SE/4  
T24N-R11E

**SEGCO 3-8- #435 Well**  
Section 3: E/2 of NE/4  
T24N-R10E

**SEGCO 3-9-#436 Well**  
Section 3: E/2 of SE/4  
T24N-R10E

**SEGCO 3-15-#437 Well**  
Section 3: W/2 of SE/4  
T24N-R10E

**SEGCO 15-3-#447**  
Section 15: E/2 of NW/4  
T24N-R10E

**SEGCO 15-5-#448 Well**  
Section 15: W/2 of NW/4  
T24N-R10E

**SEGCO 115-11-#450 Well**  
Section 15: E/2 of SW/4  
T24N-R10E

**SEGCO 15-13-#451 Well**  
Section 15: W/2 of SW/4

T24N-R10E

**KC 2-11-#458 Well**  
Section 2: E/2 of SW/4  
T24N-R10E

**KC 2-15-#459 Well**  
Section 2: SW/SE  
T24N-R10E

**SEGCO 11-8-#462 Well**  
Section 11: E/2 of NE/4  
T22S-R5W

**SEGCO 12-2-#466 Well**  
Section 12: N/2 of NE/4  
T22S-R5W

**KC 12-15-#470 Well**  
Section 12: S/2 of SE/4  
T22S-R5W

**SEGCO 15-10-#474 Well**  
Section 15: W/2 of SE/4  
T22S-R5W

**SEGCO 15-14-#476 Well**  
Section 15: E/2 of SW/4  
T22S-R5W

**SEGCO 18-8-#478 Well**  
Section 18: E/2 of NE/4  
T22S-R4W

**SEGCO 6-4-#479 Well**  
Section 6: N/2 of NW/4  
T22S-R4W

**SEGCO 1-2-#480 Well**  
Section 1: W/2 of NE/4  
T22S-R5W

**SEGCO 1-4-#481 Well**  
Section 1: W/2 of NW/4  
T22S-R5W

**SEGCO 1-6-#482 Well**  
Section 1: E/2 of NW/4  
T22S-R5W

**SEGCO 1-8-#483 Well**  
Section 1: E/2 of NE/4  
T22S-R5W

**USX 21-1-#517 Well**  
**Section 21: E/2 of NE/4**  
**T22S-R5W**

**USX 21-9-#521 Well**  
**Section 21: E/2 of SE/4**  
**T22S-R5W**

**USX 23-1-#530 Well**  
**Section 23: E/2 of NE/4**  
**T22S-R5W**

**USX 23 -11-#533 Well**  
**Section 23: E/2 of SW/4**  
**T22S-R5W**

**USX 23-13-#534 Well**  
**Section 23: W/2 of SW/4**  
**T22S-R5W**

**USX 10-10-#568 Well**  
**Section 10: NW/SE**  
**T21S-R4W**

# EXHIBIT "B"

to Assignment, Bill of Sale and Conveyance  
in Shelby County, Alabama

## 1. Assumed Agreements

### I. CAHABA PROSPECT - SHELBY AND BIBB COUNTIES, ALABAMA

(MMC Register No.)	Description of Contract	Assignee
0102 013	Road, Powerline and Pipeline Easements - Champion International Corporation and McKenzie Methane Corporation dated 4-23-90; 965, 1665	KUKUI, Northwestern, JGI, HAK I-V, LLC's, and Mission on "Pro Rata" basis pursuant to § 6.8(d) of Plan
0102 013	Declaration of Easement Agreement - Champion International Corporation and McKenzie Methane Corporation dated 10-19-90; 1665	KUKUI, Northwestern, JGI, HAK I-V, LLC's, and Mission on "Pro Rata" basis pursuant to § 6.8(d) of Plan
0102 013	Stipulation of Interest dated 3-19-92 between USX and SEGCO (73.24 acres)	Assignment not necessary
0102 700	Gas Measurement Facilities Agreement - Southern Natural Gas and McKenzie Methane Corporation dated 6-9-89	KUKUI, Northwestern, JGI, HAK I-V, LLC's, and Mission on "Pro Rata" basis pursuant to § 6.8(d) of Plan
0102 801	License Agreement between Southern Railway Company and McKenzie Methane Corporation for construction and maintenance of gas pipeline dated 3-20-89	KUKUI, Northwestern, JGI, HAK I-V, LLC's, and Mission on "Pro Rata" basis pursuant to § 6.8(d) of Plan
0102 803	License Agreement - Southern Railway Company and McKenzie Methane Corporation for construction and maintenance of aerial wire line dated 4-11-89	KUKUI, Northwestern, JGI, HAK I-V, LLC's, and Mission on "Pro Rata" basis pursuant to § 6.8(d) of Plan
0102 805	Surface Use Agreement - Kimberly-Clark Corporation and McKenzie Methane Corporation dated 6-1-89	KUKUI, Northwestern, JGI, HAK I-V, LLC's, and Mission on "Pro Rata" basis pursuant to § 6.8(d) of Plan



0102	806	Power Line Use License Agreement - USX Corporation and McKenzie Methane Corporation dated 3-8-89	KUKUI, Northwestern, JGI, HAK I-V, LLC's, and Mission on "Pro Rata" basis pursuant to § 6.8(d) of Plan
0102	807	Right-of-way Agreement - Plantation Pipeline Company and McKenzie Methane Corporation dated 6-26-89	KUKUI, Northwestern, JGI, HAK I-V, LLC's, and Mission on "Pro Rata" basis pursuant to § 6.8(d) of Plan
0102	808	Right-of-way Agreement - Betty M. Henderson, et al. and McKenzie Methane Corporation dated 7-11-89	KUKUI, Northwestern, JGI, HAK I-V, LLC's, and Mission on "Pro Rata" basis pursuant to § 6.8(d) of Plan
0102	810	Right-of-way Agreement - John F. Shepherd, et ux and McKenzie Methane Corporation dated 8-29-89	KUKUI, Northwestern, JGI, HAK I-V, LLC's, and Mission on "Pro Rata" basis pursuant to § 6.8(d) of Plan
0102	813	Right-of-way Agreement for Abandoned Railroad between CSX Realty and McKenzie Methane Corporation dated 9-6-89	KUKUI, Northwestern, JGI, HAK I-V, LLC's, and Mission on "Pro Rata" basis pursuant to § 6.8(d) of Plan
0102	814	Right-of-way Agreement - Fred Bunn Estate, et al. and McKenzie Methane Corporation dated 9-24-89	KUKUI, Northwestern, JGI, HAK I-V, LLC's, and Mission on "Pro Rata" basis pursuant to § 6.8(d) of Plan
0102	816	Right-of-way Agreement - Crow Land Company, Inc., Et al. and McKenzie Methane Corporation dated 9-28-89	KUKUI, Northwestern, JGI, HAK I-V, LLC's, and Mission on "Pro Rata" basis pursuant to § 6.8(d) of Plan
0102	817	Right-of-way Agreement - Gordon Edwin Fancher and McKenzie Methane Corporation dated 11-18-89	KUKUI, Northwestern, JGI, HAK I-V, LLC's, and Mission on "Pro Rata" basis pursuant to § 6.8(d) of Plan
0102	818	Right-of-way Agreement - Hattie M. Crenshaw, et al. and McKenzie Methane Corporation dated 11-12-89	KUKUI, Northwestern, JGI, HAK I-V, LLC's, and Mission on "Pro Rata" basis pursuant to § 6.8(d) of Plan
0102	820	Right-of-way Agreement - O.G. Eddings and McKenzie Methane Corporation dated 3-2-90	KUKUI, Northwestern, JGI, HAK I-V, LLC's, and Mission on "Pro Rata" basis pursuant to § 6.8(d) of Plan

0102	822	Right-of-way Agreement - Roy R. Holsomback, et ux and McKenzie Methane Corporation dated 4-6-90	KUKUI, Northwestern, JGI, HAK I-V, LLC's, and Mission on "Pro Rata" basis pursuant to § 6.8(d) of Plan
0102	825	Right-of-way Agreement - Colonial Pipeline Company and McKenzie Methane Corporation dated 5-31-89	KUKUI, Northwestern, JGI, HAK I-V, LLC's, and Mission on "Pro Rata" basis pursuant to § 6.8(d) of Plan
0102	827	License Agreement - Southern Railway Company and McKenzie Methane Corporation dated 10-24-89	KUKUI, Northwestern, JGI, HAK I-V, LLC's, and Mission on "Pro Rata" basis pursuant to § 6.8(d) of Plan
0102	828	Right-of-way Agreement - Southern Railway Company and McKenzie Methane Corporation dated 3-2-90	KUKUI, Northwestern, JGI, HAK I-V, LLC's, and Mission on "Pro Rata" basis pursuant to § 6.8(d) of Plan
0102	829	Surface Use Agreement - University of Alabama and McKenzie Methane Corporation dated 5-21-90	KUKUI, Northwestern, JGI, HAK I-V, LLC's, and Mission on "Pro Rata" basis pursuant to § 6.8(d) of Plan
0102	833	Right-of-way Agreement - USX Corporation and McKenzie Methane Corporation dated 10-5-90	KUKUI, Northwestern, JGI, HAK I-V, LLC's, and Mission on "Pro Rata" basis pursuant to § 6.8(d) of Plan
0102	834	Right-of-way Agreement - Shelby County Commission and McKenzie Methane Corporation dated 9-10-90	KUKUI, Northwestern, JGI, HAK I-V, LLC's, and Mission on "Pro Rata" basis pursuant to § 6.8(d) of Plan
0102	835	Surface Lease - USX Corporation to McKenzie Methane Corporation dated 8-5-91, effective 9-1-91	KUKUI, Northwestern, JGI, HAK I-V, LLC's, and Mission on "Pro Rata" basis pursuant to § 6.8(d) of Plan
0102	836	Right-of-way Agreement - Alabama Power Company and McKenzie Methane Corporation dated 1-24-91	KUKUI, Northwestern, JGI, HAK I-V, LLC's, and Mission on "Pro Rata" basis pursuant to § 6.8(d) of Plan

2. Assumed Unexpired Leases

I. CAHABA PROSPECT - SHELBY AND BIBB COUNTIES, ALABAMA

(MMC Register No.)	Description of Contract	Assignee
0102 001	USX Corporation (Assumption subject to terms of Stipulation and Order With Respect to Disposition of Leases of USX Corporation Under Liquidating Plan of Reorganization of KUKUI, INC. for McKenzie Methane Corporation)	If assumed, KUKUI, Northwestern, JGI, HAK I-V, and LLC's, on "Pro Rata" basis pursuant to § 6.8(d) of Plan (but to KUKUI only as to portions acquired by KUKUI pursuant to § 7.2 of Plan); and other owners of working interests acquired pursuant to Plan in proportion to their working interests
0102 013	SESCO/Kimberly-Clark Corporation (Assumption subject to terms of Stipulation and Order With Respect to Disposition of Leases of Kimberly-Clark Corporation and Southern Electric Generating Company Under Liquidating Plan of Reorganization of KUKUI, INC. for McKenzie Methane Corporation)	If assumed, KUKUI, Northwestern, JGI, HAK I-V, and LLC's "Pro Rata" basis pursuant to § 6.8(d) of Plan (but to KUKUI only as to portions acquired by KUKUI pursuant to § 7.2 of Plan); and other owners of working interests acquired pursuant to Plan in proportion to their working interests
0102 014	SESCO (Assumption subject to terms of Stipulation and Order With Respect to Disposition of Leases of Kimberly-Clark Corporation and Southern Electric Generating Company Under Liquidating Plan of Reorganization of KUKUI, INC. for McKenzie Methane Corporation)	If assumed, KUKUI, Northwestern, JGI, HAK I-V, and LLC's on "Pro Rata" basis pursuant to § 6.8(d) of Plan (but to KUKUI only as to portions acquired by KUKUI pursuant to § 7.2 of Plan); and other owners of working interests acquired pursuant to Plan in proportion to their working interests
0102 016	Kimberly-Clark Corporation (Assumption subject to terms of Stipulation and Order With Respect to Disposition of Leases of Kimberly-Clark Corporation and Southern Electric Generating Company Under Liquidating Plan of Reorganization of KUKUI, INC. for McKenzie Methane Corporation)	If assumed, KUKUI, Northwestern, JGI, HAK I-V, and LLC's on "Pro Rata" basis pursuant to § 6.8(d) of Plan (but to KUKUI only as to portions acquired by KUKUI pursuant to § 7.2 of Plan); and other owners of working interests acquired pursuant to Plan in proportion to their working interests



If, as, and to the extent that any of the foregoing affect, burden or benefit the owner of a working interest in a Well.

KUKUI	-	KUKUI, INC.
Northwestern	-	The Northwestern Mutual Life Insurance Company
JGI	-	JGI Resources, Inc.
HAK I-V, LLC'S	-	HAK I, L.C., HAK III, L.C., and HAK V, L.C.
Mission	-	Mission Energy Methane Company

Inst # 1995-30690

10/25/1995-30690  
05:03 PM CERTIFIED  
SHELBY COUNTY JUDGE OF PROBATE  
021 MEL 61.50