This instrument prepared by Joseph L. Stephenson, GeoMet Operating Company, Inc., 5336 Stadium Trace Parkway, Suite 206, Birmingham, Alabama 35244.

WHEN RECORDED MAIL TO:

Saga Resource Partners LLC 600 17th Street, Suite 1700N Denver, CO 80202

Space Above This Line For Recorder's Use Only

ASSIGNMENT, BILL OF SALE AND CONVEYANCE

STATE OF ALABAMA
COUNTY OF SHELBY

THIS ASSIGNMENT, BILL OF SALE AND CONVEYANCE (this "Assignment") dated effective as of 12:01 A.M. (Central Standard Time) this 1st day of April, 2013 (the "Effective Date"), is among GeoMet, Inc., a Delaware corporation, ("Seller"), whose address is 909 Fannin Street, Suite 1850, Houston, Texas 77002, GeoMet Operating Company, Inc., an Alabama corporation ("Operator"), whose address is 909 Fannin Street, Suite 1850, Houston, Texas 7002 and Saga Resource Partners LLC, a Delaware limited liability company ("Buyer"), whose address is 600 17th Street, Suite 1700N, Denver, Colorado 80202. Seller and Buyer are sometimes hereinafter collectively called the "Parties" and individually called a "Party."

This Assignment is made pursuant and subject to all of the terms and provisions of that certain Asset Purchase Agreement between Seller, Operator and Buyer ("Purchase Agreement"), including, but not limited to, the indemnity and warranty provisions thereof, of even date herewith. Any term not defined herein shall have the definition and meaning of the same term in the Purchase Agreement.

ARTICLE I ASSETS

For Ten Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which Seller and Operator hereby acknowledge, and subject to the exceptions hereinafter described, each of Seller and Operator GRANTS, BARGAINS, SELLS, TRANSFERS, CONVEYS, SETS OVER, ASSIGNS and DELIVERS the following to Buyer:

- (a) The oil and gas leases, oil, gas and coalbed methane leases and oil, gas and mineral leases (collectively, the "Leases") which authorize or relate to the exploration for and/or production of oil, gas and/or other minerals from, or otherwise cover, or relate to the Wells including, without limitation, those described on Exhibit A, as to all depths covered thereby (collectively, the "Properties", which definition shall be deemed to include the Wells);
- (b) All wells (including the Wells), personal property, fixtures, Equipment and improvements located on the Leases or the Properties, or used or obtained exclusively in connection with the ownership, exploration, development or operation of the Leases or the Properties or the production, sale, processing, treating, storing, gathering, transportation or disposal of hydrocarbons, water or any other substances produced therefrom or attributable thereto;

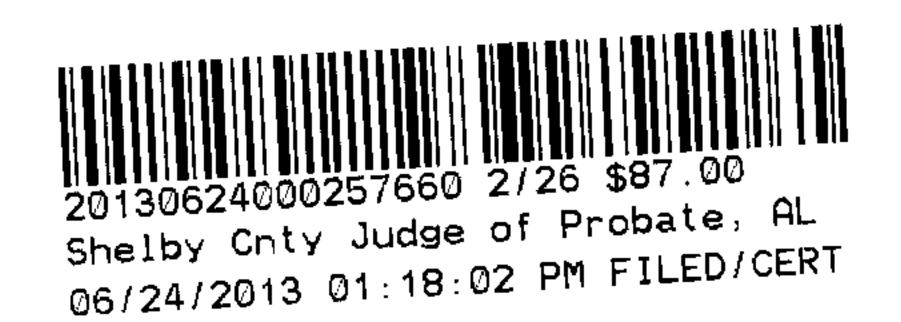
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- (c) The easements and rights-of-way, including those described on Exhibit B, together with all gathering lines, together with all pipes, valves, gauges, meters and other measuring equipment, regulators, compression equipment, extractors, tubing, pipelines, fuel lines, structures, facilities (including processing and separation facilities), improvements, fittings, materials and other improvements, fixtures and/or personal property (whether now owned or hereafter acquired by operation of law or otherwise) used in the gathering or transportation of production from the Wells and the Leases;
- (d) To the extent assignable without payment of any fee or penalty (other than a fee or penalty Buyer has agreed in writing to pay), all contracts, agreements, surface use agreements, permits, licenses, gas purchase or sales contracts, gas gathering contracts, gas treating contracts, leases, licenses, easements, rights under orders of regulatory authorities having jurisdiction with respect to the foregoing, and other properties and rights of every nature whatsoever in or incident to the ownership, exploration, development, use or treating, storing, gathering, transportation or disposal of hydrocarbons, water or any other substance from the foregoing (the "Oil and Gas Contracts");
- (e) To the extent assignable without payment of any fee or penalty (other than a fee or penalty Buyer has agreed in writing to pay), all files, books, logs, geological data, land, title, production, accounting (but not including Seller's corporate books, general financial accounting or tax accounting records), and engineering records, well files, and logs and seismic data and other geophysical information, and other records relating to the Equipment and the Properties customary in the sale of property, and Seller's Petra database with respect to the Assets; provided, however, that nothing herein shall require Seller to disgorge its own geological interpretations, maps, logs and other such material used by Seller in the development of any prospect on which the Assets are located ("Books and Records"); and
- (f) All vehicles and computers identified on <u>Exhibit C</u> and all office supplies and equipment, tools, store stock, inventory and spare parts located on the Leases and used exclusively in connection with the ownership or operation of the Properties.

It is the intent of the Grantor to convey all right, title and interest of the Grantor in and to all lands located in Bibb, Tuscaloosa, Walker, Jefferson, Shelby, and Fayette Counties, Alabama, whether or not herein or herein described accurately or otherwise, including any and all mineral interest and mining rights not heretofore reserved by others, but excluding those right of ways and interests set forth on Schedule I. Assignor hereby agrees to execute any and all other instruments and/or documents necessary to give effect to the transfer of Assignor's interests in the subject properties.

The Interests to be conveyed and assigned under this Assignment do not include the Excluded Assets. For the purposes of this Assignment, "Excluded Assets" shall mean:(i) all of Seller's (and its Affiliates') corporate minute books, financial records and other business records that relate to Seller's (or an Affiliate of Seller's) business generally; (ii) except to the extent relating to any Assumed Liabilities and except to the extent relating to any gas imbalances, all trade credits, all accounts, receivables and all other proceeds, income or revenues attributable to the Assets with respect to any period of time prior to the Effective Date; (iii) except to the extent relating to any Assumed Liabilities, all claims and causes of action of Seller (or any of its Affiliates) arising under or with respect to any of the Oil and Contracts that are attributable to periods of time prior to the Effective Time (including claims for adjustments or refunds); (iv) subject to Section 7.14(b) of the Purchase Agreement, all rights and interests relating to the Assets: (a) under any existing policy or agreement of insurance, (b) under any bond or (c) to any insurance proceeds or awards arising, in each case, from acts, omissions or events, or damage to or destruction of



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property; (v) all Hydrocarbons produced from or allocated to the Assets prior to the Effective Date; (vi) all claims for refunds, credits, loss carryforwards and similar tax assets with respect to (a) any Taxes attributable to any period prior to the Effective Date, (b) income, franchise and similar Taxes of Seller or its Affiliates or (c) any Taxes attributable to any of the assets or properties described in this definition; (vii) except as described in clause (f) above, all personal computers and associated peripherals and all radio and telephone equipment located on the Leases or used in connection with the Properties; (viii) all of Seller's (and its Affiliates') proprietary computer software, patents, trade secrets, copyrights, names, trademarks, logos and other intellectual property; (ix) all documents and instruments of Seller (or any of its Affiliates) that may be protected by an attorney-client privilege; (x) all data that cannot be disclosed to Buyer as a result of confidentiality arrangements; (xi) all audit rights and obligations arising under any of the Oil and Gas Contracts or otherwise with respect to any period prior to the Effective Date; (xii) documents prepared or received by Seller or any of its Affiliates with respect to (a) lists of prospective purchasers for the Assets, (b) bids submitted by other prospective purchasers of the Assets, (c) analyses by Seller or its Affiliates of any bids submitted by any prospective purchaser, (d) correspondence between or among Seller (and/or any of its Affiliates), its (and, if applicable, their) representatives and any prospective purchaser other than Buyer and (e) correspondence between Seller (and/or any of its Affiliates) or any of its (and, if applicable, their) representatives with respect to any bids, the prospective purchasers or the transactions contemplated by this Agreement; (xiii) except as described in clause (f) above, any personal property located in or on any offices located on the Leases; (xiv) any swap, future, forward, derivative transaction, option or other similar agreement; and (xv) the Services Agreement.

All of the property described in paragraphs (a) through (f) above, with the exception of the Excluded Assets, is hereinafter referred to as the "Assets".

TO HAVE AND TO HOLD the Assets unto Buyer, its successors and assigns, forever. This Assignment is made and accepted without representation or warranty of any kind or nature, express, implied or statutory, except each of Seller and Operator warrants and agrees to defend Seller's title to the Assets against the lawful claims and demands of all persons claiming or to claim the same or any part thereof by, through or under Seller, but not otherwise, and except for those representations and warranties contained in the Purchase Agreement.

ARTICLE II ASSUMED LIABILITIES; INDEMNITY OBLIGATION

Buyer hereby assumes the Assumed Liabilities in accordance with and pursuant to the Purchase Agreement. Buyer, together with its successors and assigns, hereby ratifies, confirms and agrees to the terms of *Section 7.18(a)* (*Indemnity Obligation*) of the Purchase Agreement, which terms are incorporated into this Assignment, *mutatis mutandis*, as a part hereof for all purposes.

ARTICLE III MISCELLANEOUS

- 2.1 <u>Assignment subject to Purchase Agreement</u>. Notwithstanding anything herein to the contrary, this Assignment is expressly subject to the terms and conditions of the Purchase Agreement. If there is a conflict between the terms of this Assignment and the Purchase Agreement, the terms of the Purchase Agreement shall control.
- 2.2 <u>Disclaimer of Warranty</u>. **EXCEPT FOR THE SPECIAL WARRANTY OF TITLE** GRANTED HEREIN, AND EXCEPT WHERE OTHERWISE SPECIFICALLY INDICATED IN THE PURCHASE AGREEMENT, SELLER DISCLAIMS ANY WARRANTIES EXPRESS AND IMPLIED, INCLUDING WITHOUT LIMITATION ANY WARRANTIES OF

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MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, INCLUDING WARRANTIES WITH RESPECT TO THE PRESENCE OF ENVIRONMENTAL CONDITIONS OR NATURALLY OCCURRING RADIOACTIVE MATERIAL AFFECTING ANY THE ASSETS AND PROPERTY (REAL, PERSONAL OR MIXED), OR EQUIPMENT (INCLUDING PIPELINE EQUIPMENT) CONVEYED TO AND ACQUIRED BY BUYER, WITH ALL SUCH REAL AND PERSONAL PROPERTY AND EQUIPMENT BEING TRANSFERRED, ASSIGNED, SOLD, PURCHASED, ACCEPTED AND ACQUIRED "AS IS" AND "WHERE IS." SELLER MAKES NO, AND HEREBY DISCLAIMS ANY, WARRANTY OR REPRESENTATION, EXPRESS, STATUTORY OR IMPLIED, AS TO (i) THE PRESENCE, QUALITY AND QUANTITY OF HYDROCARBON RESERVES (IF ANY) ATTRIBUTABLE TO THE ASSETS, INCLUDING SEISMIC DATA AND SELLER'S INTERPRETATION AND OTHER ANALYSIS THEREOF; (ii) THE ABILITY OF THE ASSETS TO PRODUCE HYDROCARBONS, INCLUDING PRODUCTION RATES, DECLINE RATES AND RECOMPLETION OPPORTUNITIES; (iii) PAYOUT ACCOUNT INFORMATION, ALLOWABLES, OR OTHER REGULATORY MATTERS; (iv) THE PRESENT OR FUTURE VALUE OF THE ANTICIPATED INCOME, COSTS OR PROFITS, IF ANY, TO BE DERIVED FROM THE ASSETS; (v) ANY PROJECTIONS AS TO EVENTS THAT COULD OR COULD NOT OCCUR; AND (vi) THE TAX ATTRIBUTES OF ANY ASSET.

- 2.3 <u>GOVERNING LAW</u>. This Assignment shall be governed by and construed and enforced in accordance with the laws of the State of Texas without giving effect to conflicts of laws provisions, except to the extent that the laws of Alabama are mandatorily applicable to real property matters.
- 2.4 <u>WAIVER OF JURY TRIAL; VENUE</u>. **EACH PARTY HEREBY UNCONDITIONALLY AND IRREVOCABLY WAIVES ITS RIGHT TO A JURY TRIAL IN ANY LAWSUIT, ACTION, OR PROCEEDING BETWEEN OR AMONG THE PARTIES ARISING OUT OF OR RELATING TO THIS ASSIGNMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY.**

EACH PARTY IRREVOCABLY SUBMITS TO THE JURISDICTION OF THE STATE DISTRICT COURT FOR HARRIS COUNTY, TEXAS OR THE UNITED STATES DISTRICT COURT FOR THE SOUTHERN DISTRICT OF TEXAS, AND HEREBY IRREVOCABLY AGREES THAT ALL CLAIMS IN RESPECT OF SUCH ACTION MAY BE HEARD AND DETERMINED IN SUCH TEXAS STATE OR FEDERAL COURT. EACH PARTY HEREBY IRREVOCABLY WAIVES, TO THE FULLEST EXTENT IT MAY EFFECTIVELY DO SO, THE DEFENSE OF AN INCONVENIENT FORUM TO THE MAINTENANCE OF SUCH ACTION. THE PARTIES FURTHER AGREE, TO THE EXTENT PERMITTED BY LAW, THAT A FINAL AND UNAPPEALABLE JUDGMENT AGAINST ANY OF THEM IN ANY ACTION CONTEMPLATED ABOVE SHALL BE CONCLUSIVE AND MAY BE ENFORCED IN ANY OTHER JURISDICTION BY SUIT ON THE JUDGMENT, A CERTIFIED COPY OF WHICH SHALL BE CONCLUSIVE EVIDENCE OF THE FACT AND AMOUNT OF SUCH JUDGMENT.

- 2.5 <u>Successors</u>. This Assignment shall be binding upon and shall inure to the benefit of the Parties hereto and their respective successors and assigns.
- 2.6 <u>Counterparts</u>. This Assignment may be executed in one or more counterparts, each of which shall be deemed an original, but all of which shall constitute the same agreement.

[Signature pages follow]

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IN WITNESS WHEREOF, this Assignment, Bill of Sale and Conveyance is executed as of the dates in the respective acknowledgement blocks below to be effective for all purposes as of the Effective Date.

SELLER:

GeoMet, Inc.,

a Delaware corporation

By: Milliam C. Rankin

Title: President and Chief Executive Officer

STATE OF TEXAS

COUNTY OF HARRIS

The foregoing instrument was acknowledged before me on this 13th day of June, 2013, by William C. Rankin, as President and Chief Executive Officer, of GeoMet, Inc., a Delaware corporation, on behalf of said corporation.

WITNESS my hand and official seal.

(seal)

STEPHEN M. SMITH
Notary Public, State of Texas
My Commission Expires
SEPTEMBER 18, 2016

Signature

OPERATOR:

GeoMet Operating Company, Inc.,

an Alabama corporation

By: Sillem Lanken

Name: William C. Rankin

Title: President

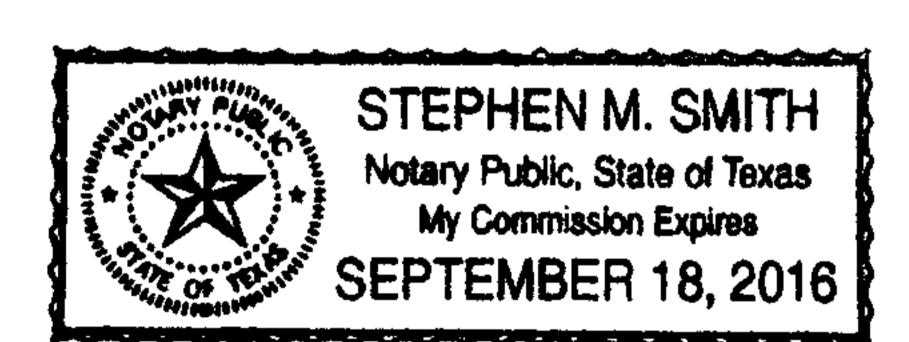
STATE OF TEXAS

COUNTY OF HARRIS

The foregoing instrument was acknowledged before me on this 13th day of June, 2013, by William C. Rankin, as President, of GeoMet Operating Company, Inc., an Alabama corporation, on behalf of said corporation.

WITNESS my hand and official seal./

(seal)



Signature

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BUYER:

Saga Resource Partners LLC, A Delaware limited liability company Name: Brent J. Morse Vice President Title: The foregoing instrument was acknowledged before me on this 13th day of June, 2013, by Brent J. Morse, as Vice President of Saga Resource Partners LLC, a Delaware limited liability company on behalf of said limited liability company. WITNESS my hand and official seal. Signature

(seal)

STATE OF COLORADO

COUNTY OF DENVER

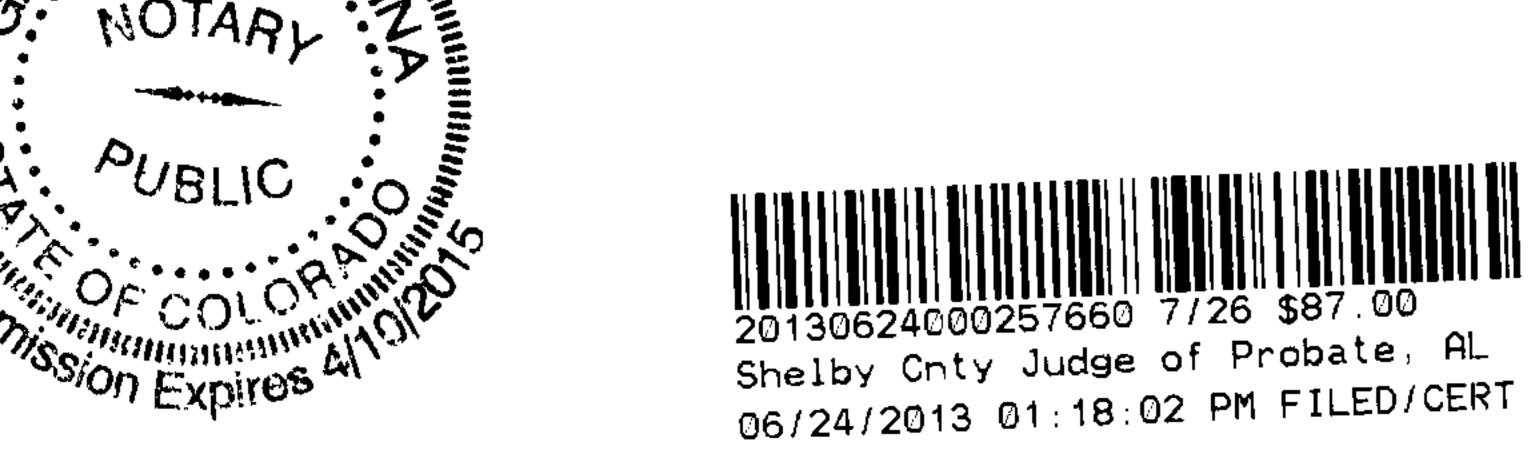


EXHIBIT "A"

to

ASSIGNMENT, BILL of SALE and CONVEYANCE

(see attached)

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Assignment, Bill of Sale and Conveyance Exhibit A-1 Leases Owned by GeoMet, Inc.

Cahaba Prospect - Shelby County, Alabama

	ect - Shelby County, Alaba				
			Net Acres	December Deck(December	Lease Effective
GeoMet Lease#	Lessor	Lessee	Currently Owned	Recording Book/Page	Date
AL-103-0001-00	United States Steel Corporation (lessor's mineral ownership is now owned by RGGS Land & Minerals, Ltd)	GeoMet, Inc.	20,571.64	2002/0625000299180; 2003/041000218340; 2003/1010000683150; 2005/0602000266370	4/9/2002, as amended 3/24/03 and 8/14/03
AL-103-0009-01	Thomas Edward Chapman, Jr.	GeoMet, Inc.	6.66	2005/0601000264400	9/27/2004
AL-103-0009-02	Katherine C. McRae	GeoMet, Inc.	6.67	2005/0601000264450	9/27/2004
AL-103-0009-03	Patricia C. Latham, et al	GeoMet, Inc.	26.67	2005/0719000361250	6/15/2005
AL-103-0010-01	Nicki Jones Kennedy, et vir	GeoMet, Inc.	112.00	2005/0527000258470	4/5/2005
AL-103-0010-02	Simon G. Jones, IV	GeoMet, Inc.	112.00	2005/0527000258490	4/5/2005
AL-103-0012-00	State of Alabama Department of Conservation and Natural Resources (CBM Lease No. 47)	GeoMet, Inc.	5.12	2006/1221000622730	8/28/2006
AL-103 - 0013-00	State of Alabama Department of Conservation and Natural Resources (CBM Lease No. 45)	GeoMet, Inc.	8.24	2006/1221000622690	8/28/2006
AL-103-0014-00	State of Alabama Department of Conservation and Natural Resources (CBM Lease No. 46)	GeoMet, Inc.	3.92	2006/1221000622671	8/28/2006
AL-103-0022-02	Alabama Power Company and Southern Electric Generating Company (SEGCO)	CDX Sequoya, LLC, et al (now GeoMet via Partial Assignment)	140.00	2006/1215000611770 Partial Assignment of Lease as described by Memorandum recorded in 2005/0323000131220	7/9/2004
AL-103-0023-02	Bowater Alabama Inc.	CDX Sequoya, LLC (now GeoMet via Partial Assignment)	70.00	2006/1215000611770 Partial Assignment of Lease as described by Memorandum recorded in Book RPB 148, Page 500	10/12/2004
AL-103-0024-02	Kimberly-Clark Corporation	CDX Sequoya, LLC, et al (now GeoMet via Partial Assignment)	70.00	2006/1215000611770 Partial Assignment of Lease as described by Memorandum recorded in Book RPB 148, Page 508	11/29/2004

* - Net acreage cited herein is for recording purposes only.

TOTAL ACRES*

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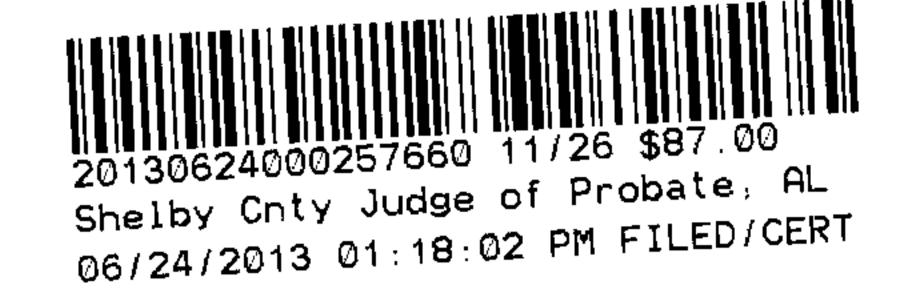
EXHIBIT "B"

to

ASSIGNMENT, BILL of SALE and CONVEYANCE

(see attached)

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Assignment, Bill of Sale and Conveyance Exhibit B-1
Easements and Rights of Way Owned by GeoMet, Inc.

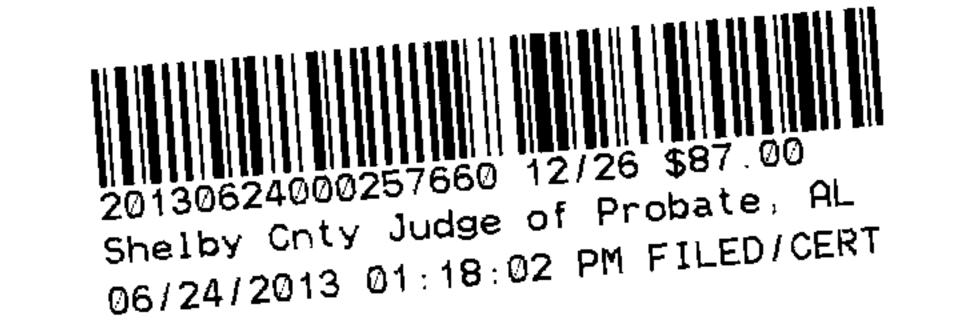
Cahaba Prospect - S	Shelby	County,	Alabama
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GeoMet ROW File #	Grantor	Grantee	Recording Book/Page	Type of Form	Date
			Shelby Co		
			Memorandum @	Gas Pipeline Easement	
AL-103-ROW-01	United States Steel Corporation	GeoMet, Inc.	2004/0129000048290	Agreement	11/21/2003
			Shelby Co	Amended and Restated	
<u>-</u>			Memorandum @	Pipeline Easement	7/4 4 (0000
AL-103-ROW-01.1	United States Steel Corporation	GeoMet, Inc.	2009/0914000349540	Agreement	7/14/2009
A L 400 DOVALO4	John E. Shepherd and Anne T.	Cooldet Inc	Shelby Co.	Right-of-Way and Easement Agreement	5/21/2004
AL-103-ROW-04	Shepherd	GeoMet, Inc.	2005/11030000573310	Casement Agreement	3/2/1/2004
			Shelby Co Easement	Diabt of Work and	
AL-103-ROW-09	Gordon Timberlands, Ltd.	GeoMet, Inc.	Affidavit @ 2011/0316000085400	Right-of-Way and Easement Agreement	Not dated
(Cahaba Waterline)	Gordon Timberiarius, Liu.	Geolviet, IIIC.	2011/0310000003400	Lascinent Agreement	1401 00100
AL-103-ROW-11			Shelby Co.	Right-of-Way and	
(Cahaba Waterline)	Wanda M. Nabors	GeoMet, Inc.	2004/10040000544680	Easement Agreement	7/27/2004
AL-103-ROW-29B	; · · · · · · · · · · · · · · · · · · ·	<u> </u>	Shelby Co.	Right-of-Way and	· · · · · · · · · · · · · · · · · · ·
(Cahaba Waterline)	United Land Corporation	GeoMet, Inc.	2005/0211000068500	Easement Agreement	10/19/2004
			Shelby Co.	Right-of-Way and	0.10.10.00.5
AL-103-ROW-39	Albert J. Nalley	GeoMet, Inc.	2005/0215000075410	Easement Agreement	2/3/2005
AL 400 DOM 40			Shelby County - Not		
(Cahaba Waterline)	Alabama Power Company	GeoMet, Inc.	recorded due to type of instrument	License Agreement	4/29/2005
(Canaba vvaternise)	Alabama i oveci Company	CCOIVICE, 1110.		Lioonioo rigioomone	
			Shelby Co.		
AL-103-ROW-41	Hawaii ERS Timberland, LLC	GeoMet, Inc.	2004/0901000490580	Grant of Easement	7/20/2004
			Shelby Co.		
AL-103-ROW-42	John Hancock Life Insurance Company	GeoMet, Inc.	2004/0901000490590	Grant of Easement	7/20/2004
AL 402 DOM/42	Southern Electric Congreting Company	Cooldet Inc	Shelby Co. 2005/0422000192500	Right-of-Way and Easement Agreement	3/14/2005
AL-103-ROW-43	Southern Electric Generating Company	GeoMet, Inc.	2003/0422000192300	Lasement Agreement	3/14/2003
	Lee M. Pearson, Jr., et ux, and David L.		Shelby Co. Memorandum	Right-of-Way and	
AL-103-ROW-46	Pearson	GeoMet, Inc.	@ 2005/0422000192500	•	3/23/2005
		<u> </u>	Shelby Co.	Right-of-Way and	
AL-103-ROW-47	Bill Everett	GeoMet, Inc.	2005/0422000192500	Easement Agreement	2/3/2005
		000111	Shelby Co.	Cumbaaa I laa Aassa saa	010010000
AL-103-ROW-50	Kodiak Mining Company, L.L.C.	GeoMet, Inc.	2006/0510000220530	Surface Use Agreement	3/30/2006
			0111		
AT 400 DOMES	John Hancock Life Incurence Company	GeoMet Inc	Shelby Co. 2009/1214000456360	Grant of Easement	4/24/2006
AL-103-ROW-51	John Hancock Life Insurance Company	GeoMet, Inc.	Shelby Co.	Ciant of Easement	712412000
AL-103-ROW-52	John Hancock Life Insurance Company	GeoMet, Inc.	2009/1214000456350	Grant of Easement	4/24/2006
			Shelby Co.		
AL-103-ROW-53	John Hancock Life Insurance Company	GeoMet, Inc.	2009/1214000456340	Grant of Easement	4/24/2006
	- · · · · · · · · · · · · · · · · · · ·		Shelby Co.		
AL-103-ROW-54	John Hancock Life Insurance Company	GeoMet, Inc.	2009/1214000456330	Grant of Easement	4/24/2006

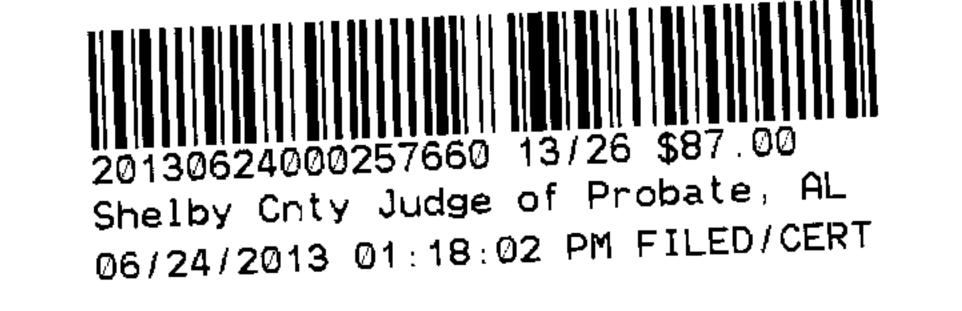
Assignment, Bill of Sale and Conveyance Exhibit B-1 Easements and Rights of Way Owned by GeoMet, Inc.

Cahaba Prospect - Shelby County, Alabama

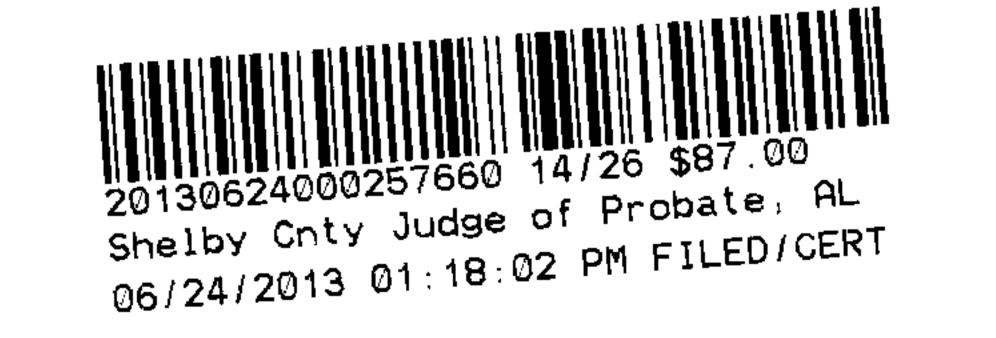
GeoMet ROW File #	Grantor	Grantee	Recording Book/Page	Type of Form	Date
AL-103-ROW-55	John Hancock Life Insurance Company	GeoMet, Inc.	Shelby Co. 2009/1214000456320	Grant of Easement	4/24/2006
AL-103-ROW-56	Hawaii ERS Timberland, LLC	GeoMet, Inc.	Shelby Co. 2009/1214000456300	Grant of Easement	4/21/2006
	GeoMet, Inc. (as lessee to surface use rights owned by United States Steel Corporation)	Alabama Power Company	Shelby Co - Not recorded due to type of instrument	Easement - Distribution Facilities (authority for APC to provide electrical service)	7/5/2006
AL-103-ROW-63	John Hancock Life Insurance, Cahaba Forests, LLC and Hawaii ERS Timberland, LLC	GeoMet, Inc.	Shelby Co. 2007/0427000195440	Surface Use Agreement	3/26/2007
AL-103-ROW-67	Hope Coal Company, Inc.	GeoMet, Inc.	Shelby Co. 2008/0208000054500	Surface Use Agreement	5/11/2007
AL-103-ROW-76	State of Alabama - Dept of Conservation and Natural Resources - State Lands Division	GeoMet, Inc.	Shelby Co. 2013/0410000148000	Submerged Pipeline ROW (Contract Application #ALNW04-02431-K)	8/22/2012
AL-103-ROW-82	Colonial Pipeline Company	GeoMet	Shelby Co Not recorded due to type of instrument	Encroachment Agreement CPC Loc. 401, Line No. 1 & 2	2/1/2005



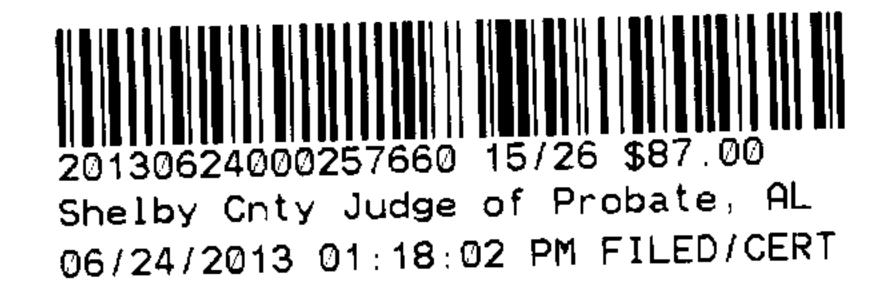
Assignment, Bill of Sale and Convey	ance Exhibit A-2		
Wells Owned by GeoMet, Inc.			
Cahaba Prospect - Shelby County, A	labama		
CaseName	Field	InitWrkInt	InitRevint API
USS 12-12-019A	GURNEE	1	0.815 01117204890000
USS 12-06-014	GURNEE	1	0.815 01117204620000
CHAPMAN 34-03-547	GURNEE	1	0.83 01117206700000
USS 06-10-005	GURNEE	·	0.815 01117205180000
USS 01-14-012	GURNEE	1	0.815 01117204870000
RGGS 33-16-145	GURNEE	1	0.815 01117205400000
RGGS 24-06-105	GURNEE	:;	0.815 01117205970000
USS 27-14-093	GURNEE	1	0.815 01117205060000
RGGS 29-12-245	GURNEE		0.815 01117207190000
RGGS 31-16 153	GURNEE		0.815 01117205570000
RGGS 02-15-544	GURNEE	<u>'</u> 1	0.815 01117265500000
RGGS 36-08-235	GURNEE	.) 	0.815 01117207920000
USS 26-10-107	GURNEE	· · ·	0.815 01117207920000
RGGS 07-06-146	GURNEE		0.815 01117205450000
IRGGS 07-00-140	GURNEE		0.815 01117203430000
	GURNEE		
USS 26-02-109		; ; 	
USS 01-10-011	GURNEE		
USS 07-02-026	GURNEE		
RGGS 10-12-238	GURNEE		0.815 01117207290000
USS 23-16-110	GURNEE		0.815 01117204790000
RGGS 11-01-147	GURNEE		0.815 01117205290000
USS 13-04-033	GURNEE		0.815 01117204630000
RGGS 34-10-095	GURNEE		0.815 01117205420000
RGGS 35-02-101	GURNEE	1 	0.815 01117205580000
USS 26-12-113	GURNEE	1	0.815 01117205110000
USS 27-16-115	GURNEE	1	0.815 01117205020000
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RGGS 10-10-559	GURNEE	1	0.815 01117207730000
USS 12-04-015	GURNEE	1	0.815 01117204600000
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RGGS 02-11-047	GURNEE	1	0.815 01117206500000
RGGS 02-05-447	GURNEE	1	0.815 01117207890000
USS 07-10-141	GURNEE	1	0.815 01117205100000
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USS 06-04-006	GURNEE	1	0.815 01117205170000
RGGS 01-04-162	GURNEE	1	0.815 01117206240000
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USS 23-02-059	GURNEE	1	0.815 01117204660000
RGGS 33-09-553	GURNEE	1	0.815 01117207880000
USS 12-16-020	GURNEE	1	0.815 01117204850000
USS 14-10-055	GURNEE	1	0.815 01117205490000
RGGS 30-16-246	GURNEE	1	0.815 01117207210000
RGGS 20-16-170	GURNEE	1	0.815 01117206510000
RGGS 29-02-171	GURNEE	1	0.815 01117207200000



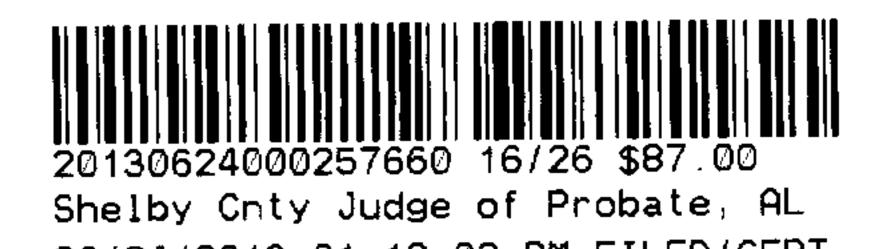
Assignment, Bill of Sale and Conveya	nce Exhibit A-2		
Wells Owned by GeoMet, Inc.	T		
Cahaba Prospect - Shelby County, Ala	bama		
CaseName	Field	nitWrkInt InitRevInt	API
USS 23-10-111	GURNEE	1 0.815	01117204780000
RGGS 31-14-152	GURNEE	1 0.815	01117205520000
USS 01-08-008	GURNEE	1 0.815	01117205120000
USS 07-12-021	GURNEE	1 0.815	01117204920000
RGGS 14-01-134	GURNEE	1 0.815	01117207720000
RGGS 15-03-543	GURNEE	1 0.815	01117206620000
USS 12-08-023	GURNEE	1 0.815	01117204730000
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USS 07-14-022	GURNEE	1 0.815	01117205220000
USS 06-02-002	GURNEE	1 0.815	01117205230000
RGGS 10-08-150	GURNEE	1 0.815	
RGGS 31-08-247	GURNEE	1 0.815	
RGGS 10-05-450	GURNEE	1 0.815	
USS 10-09-043	GURNEE	1 0.815	0###/#0/#0000
USS 15-05-140	GURNEE	1 0.815	
RGGS 31-07-248	GURNEE	1 0.0.5	
USS 06-12-007	GURNEE	1 0.015 0.815	
USS 22-02-061	GURNEE	1 0.815	
RGGS 24-14-104	GURNEE	1 0.015	
RGGS 36-15-161	GURNEE	on and the contract of the con	01117205900000
	GURNEE	1 0.815	
USS 28-09-079	GURNEE	1 0.815	
RGGS 34-06-094		1 0.815	
RGGS 01-06-143	GURNEE		
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RGGS 10-02-237	GURNEE	1 0.815	0111/20/00000
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USS 27-02-119	GURNEE	1 0.815	01117205010000
USS 11-07-039	GURNEE	1 0.815	01117204570000



Assignment, Bill of Sale and Conveya	nce Exhibit A-2		
Wells Owned by GeoMet, Inc.		· · · · · · · · · · · · · · · · · · ·	
Cahaba Prospect - Shelby County, Ala	bama		
CaseName	Field	InitWrkInt	InitRevint API
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RGGS 33-10-080	GURNEE	1 :	0.815 01117205590000
RGGS 27-01-120	GURNEE	i	0.815 01117206600000
RGGS 27-05-540	GURNEE	1	0.815 01117206540000
RGGS 13-13-052	GURNEE	1	0.815 01117206260000
USS 11-11-038	GURNEE	1	0.815 01117204580000
USS 26-06-114	GURNEE	1	0.815 01117205500000
RGGS 31-03-234	GURNEE		0.815 01117206680000
USS 23-08-057	GURNEE		0.815 01117204670000
USS 14-08-035	GURNEE		0.815 01117204640000
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	GURNEE	1	0.815 01117207020000
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RGGS 32-03-177	GURNEE	1 4	0.815 01117205310000
RGGS 24-12-106	GURNEE		0.815 011172055800000
RGGS 22-11-542	GURNEE		0.815 01117204650000
USS 23-06-058		······································	0.815 01117204630000
USS 22-07-067	GURNEE		0.815 01117208480000
RGGS 32-01-642	GURNEE	 	··· ··································
RGGS 31-06-173	GURNEE		
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USS 14-02-037	GURNEE		0.815 01117204550000
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RGGS 33-05-552	GURNEE	1	0.815 01117207840000
RGGS 11-14-558	GURNEE	1	0.815 01117207710000
USS 06-08-003	GURNEE	1	0.815 01117205200000
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RGGS 22-12-070	GURNEE	1	0.815 01117205370000
USS 11-13-040	GURNEE	1 ;	0.815 01117204590000
RGGS 31-07-645	GURNEE	1	0.815 01117208460000
USS 06-14-025	GURNEE	1	0.815 01117205150000
USS 22-03-069	GURNEE	1	0.815 01117204940000
RGGS 06-04-648	GURNEE	1	0.815 01117208440000
RGGS 27-04-082	GURNEE	1	0.815 01117205910000
USS 23-04-066	GURNEE	1	0.815 01117204680000
USS 15-10-063	GURNEE	1	0.815 01117204710000
RGGS 31-10-249	GURNEE	1	0.815 01117206900000
USS 22-05-071	GURNEE	1	0.815 01117204990000
USS 15-07-049	GURNEE	1 ,	0.815 01117204490000



Assignment, Bill of Sale an	d Conveva	nce Exhibit A-2		
Wells Owned by GeoMet, Ir				
Cahaba Prospect - Shelby		ahama		
Canaba Prospect - Shelby CaseName	Courtly, Air	Field	InitWrkInt	InitRevint API
RGGS 33-07-546		GURNEE	1	0.815 01117207410000
RGGS 32-02-176		GURNEE	1	0.815 01117206100000
RGGS 22-06-541	er en www.v	GURNEE		0.815 01117206610000
USS 15-08-048		GURNEE	1	0.815 01117204500000
RGGS 28-02-085		GURNEE	1	0.815 01117205690000
RGGS 29-10-074		GURNEE	1	0.875 01117208540000
RGGS 33-11-088		GURNEE	1 :	0.815 01117205360000
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RGGS 31-15-625		GURNEE	1	0.815 01007203460000
RGGS 01-02-144		GURNEE	1	0.815 01117205250000
RGGS 02-09-016	•	GURNEE	1	0.815 01117205540000
RGGS 32-07-561		GURNEE	1	0.815 01117207850000
RGGS 31-10-159		GURNEE	1	0.815 01117205820000
RGGS 21-16-083		GURNEE		0.815 01117205750000
RGGS 15-09-651		GURNEE	1	0.875 01117208530000
RGGS 36-16-548	er og i viste en gel	GURNEE	1	0.815 01117206750000
RGGS 31-12-160		GURNEE	1	0.815 01117205830000
RGGS 29-08-077	•	GURNEE	1	0.815 01117206110000
RGGS 31-02-172	er were out	GURNEE	1 ;	0.815 01117206090000
RGGS 31-12-646	•	GURNEE	1	0.815 01117208450000
RGGS 32-12-181		GURNEE	1	0.815 01117206330000
RGGS 32-08-179		GURNEE	1	0.815 01117206480000
RGGS 33-08-089		GURNEE	1	0.815 01117205330000
RGGS 33-04-155 A		GURNEE	1	0.815 01117206490000
RGGS 22-01-652		GURNEE	1 :	0.875 01117208560000
RGGS 29-16-175		GURNEE	1	0.845 01117208520000
RGGS 32-10-644		GURNEE	1	0.815 01117208490000
RGGS 33-02-086		GURNEE	1 :	0.815 01117205320000
RGGS 29-14-653		GURNEE		0.875 01117208550000
and the state of t	. www. w. d. of the state of th	GURNEE		
RGGS 33-12-640				
RGGS 28-13-168		GURNEE		0.815 01117207030000
RGGS 31-07-131	w	GURNEE	1	0.815 01117207870000
RGGS 10-09-539		GURNEE	1	0.815 01117206560000
RGGS 15-04-044		GURNEE	1	0.815 01117205380000
RGGS 11-04-545		GURNEE	1	0.815 01117206670000
RGGS 22-14-090		GURNEE	1	0.815 01117205300000
USS 12-02-010		GURNEE	1	0.815 01117204720000
RGGS 36-13-443		GURNEE	1	0.815 01117207420000
RGGS 11-13-148A		GURNEE	1	0.815 01117205510000
USS 22-16-122	<i>,</i>	GURNEE		0.815 01117204810000
		-	··	
USS 12-14-031	· .	GURNEE	<u> </u>	0.815 01117204610000
RGGS 02-08-169		GURNEE	<u> </u>	0.815 01117206250000
RGGS 02-14-163		GURNEE	<u> </u>	0.815 01117205550000
USS 11-09-018	<u> </u>	GURNEE	1	0.815 01117204830000



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Assignment, Bill of Sale and Conveya	ance Exhibit A-2			
Wells Owned by GeoMet, Inc.				
Cahaba Prospect - Shelby County, Al	abama			
CaseName	Field	InitWrkInt	InitRevint	API
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RGGS 35-06-102	GURNEE	1	0.815	01117205640000
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RGGS 32-06-178	GURNEE	1	0.815	01117206320000
RGGS 05-04-001	GURNEE	1	0.815	01117205440000
USS 2-12-01 SWD	GURNEE	1	N/A SWD	01117204520000
USS 07-04-24	GURNEE	1	0.815	01117204980000
USS 01-16-09	GURNEE	1	0.815	01117204840000
RGGS 09-16-484	GURNEE	1	0.815	01117207930000
RGGS 21-07-72	GURNEE	1	0.815	01117205740000
RGGS 34-8-98	GURNEE	1	0.815	01117205530000
RGGS 35-04-99	GURNEE	1	0.815	01117205630000
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SEGCO 16-16-556	GURNEE	1	0.8	01117208290000
SEGCO 16-15-557	GURNEE	1	0.8	01117208430000
SEGCO 15-13-554	GURNEE	1	0.8	01117208410000
SEGCO 15-14-068	GURNEE	1	0.8	01117208320000

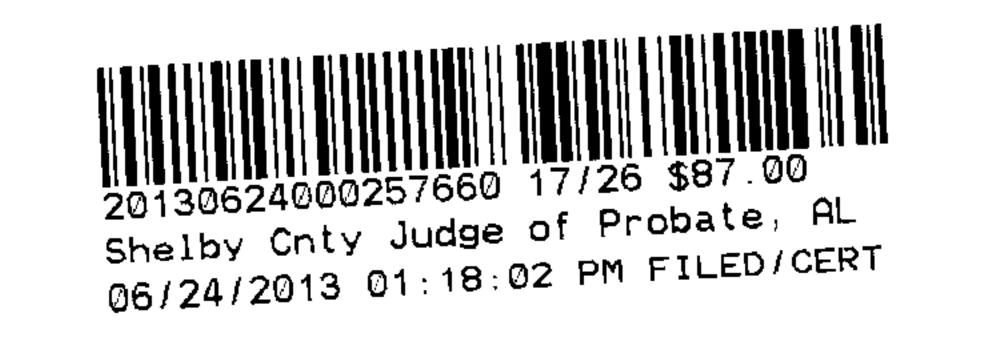


EXHIBIT "C"

to

ASSIGNMENT, BILL of SALE and CONVEYANCE

(see attached)

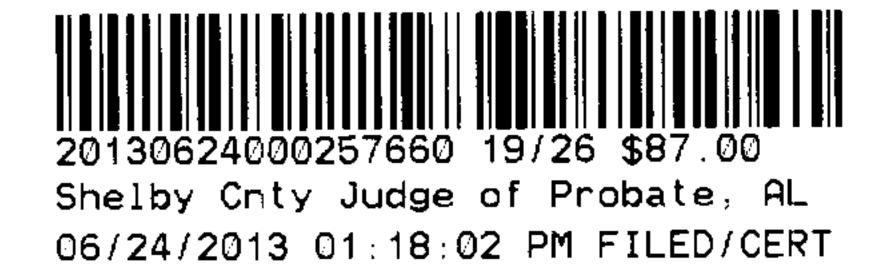
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Schedule 1.4(f) Infrastruture

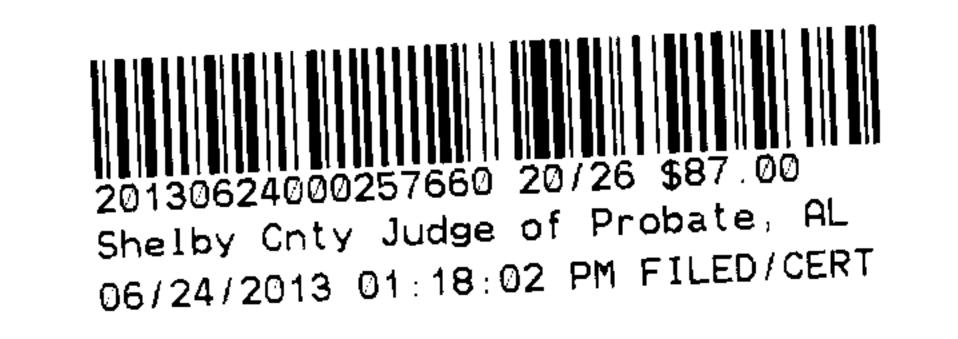
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Dell	Server	Domain Controller/File&Print Server	PowerEdge 2900	4SRBXF1	GMCAHABA1		Winng Closet	W2k3 Svr Stdrd R2 SP2
Dell	Server	SCADA SQL Server	PowerEdge T300	4TF1SH1	SCADAALDB	#782	Wining Closet	W2K3 Svr Stdrd SP2/SQL Server 2005 Std
Del	Desktop	SCADA Computer (WinCCU)	Optiplex 990	2MH2HQ1	SCADAAL	#308	Wiring Closet	Windows 7 Pro
Dell	Desktop	Water Computer	Optiplex 360	84D9TH1	CAHABAH20	#721	Wiring Closet	Windows XP Pro
Dell	Workstation	Wonderware Computer	Pecision T3400	GNQFLH1	WWAL1	#687	Scada Room	Windows XP Pro
Cisco	Router	MPLS-GeoMet Network Router	1700	FTX0943Y0WY	A/A	#384	Wiring Closet	
Netopia	Router	Internet/Failover Router	R5320	8103152	ΥN		Wiring Closet	
Cisco	VPN Router	VPN Router	ASA 5505	JMX125140WV	ΝΆ	#841	Wiring Closet	
랖	Switch	LAN Switch	ProCurve Switch 2610-48	CN126ZU0DZ	NA	#910	Wiring Closet	
EnGenius	Wireless Access Point	Wireless Access - Compressor Station	EOC-3610S EXT	09C374435	N/A	#863	Compressor Station 2	2
EnGenius	Wireless Access Point	Wireless Access - Compressor Station	EOC-3220 EXT	08B203528	N/A	#816	Compressor Station	3
D-Link	Wireless Access Point	Wireless Access - Field Office	DIR-628	F3SB18A017555	V/V		Wiring Closet	
Star Tech	KVM Switch	Remote Access	4 port KVM SV441HDIE	GK5311JA00003	N/A	#250	Wiring Closet	
Trendnet	Switch	Scada Room GIG Switch	TEG-S80TXE	CA08318013266	N/A	#828	Scada Room	



Cahaba Project Vehicles

Schedule 1.4(f) Vehicles

1		<u>_</u>	ti!!	>で多で¥てよここ	1		
1	Water Hillity Traile	10'TA	7007	Drophania	V V	SOLITCAMES	2101060
	Utilty Trailer	30SA-10	2004	Big Tex	N/A	58UT3828	16VAX101442A35107
	Geologist Trailer	Snowshuttle	2002	Charmac	N/A		4RYS202092T111310
		Field Support	re Used for	Listed Below are	Trailers Lis		
97,447	AREVALO, J.	4 Runner	2007	Toyota	0041	1B76H53	JTEBU14R078105883
180,739	CARROLL, B.	Tundra	2007	Toyota	0013	58G97N9	5TBBV54107S490272
	fice In Hoover	Personell That Office	Support Per	are Cahaba S	Below	mployees Listed	
188,348	BONDS, G.	Tundra	2008	Toyota	0001	58G97N6	5TBBV54138S522133
156,919	BRISCOE, F.	Tundra	2008	Toyota	0015	58G97N5	5TBBV54178S496409
205,684	PRICE, G.	Tundra	2008	Toyota	0016	58G97N1	5TFBV54118X053822
147,120	WILLIAMS, W.	Tundra	2009	Toyota	0024	58G97N7	5TFBV54199X085578
205,150	DILL, L.	Tundra	2008	Toyota	0026	58G97N4	5TFBV54128X045292
170,422	AKIN, B.	Tundra	2008	Toyota	0032	58G96N9	5TBBV54148S520942
201,160	DOCKERY, T.	Tundra	2008	Toyota	0040	58G96N8	STFBV54158X053127
115,950	JARRELL, J.	1500	2010	Chevy	0047	58J34L2	1GCSKPEA3AZ287487
Mileage as of March 1, 2013	Driver	Model	Year	Make	Vehicle Card#	License Plate	Customer Vehicle ID



Schedule 1.4(f) Employee Compute

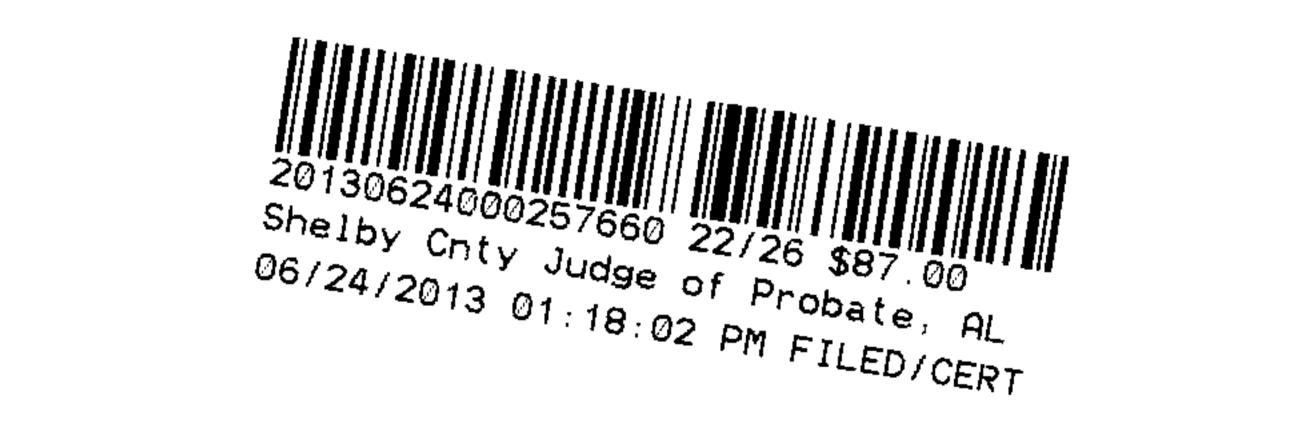
User	Location	Make	Model	Network ID	Serial #	Property	80	Purchase	Purchase	
··						Tag		Date	Price	
Akin, Bamy	Cahaba	Dell Laptop	Latitude D630 Core 2 Duo 77500 2.2 GHz	BAKIN	CHL8WG1	#761	XP Pro SP2	7/21/2008	\$1,700.00	
Bonds, Graham	Cahaba	Dell Laptop	Latitude D820 Core Duo/2.00	GBONDS	1KGL1B1	9/6#	Windows 7 Pro	5/26/2006		
Briscoe, Floyd	Cahaba	Dell Laptop	Latitude D820 Core Duo/2.00	FBRISCOE	8T8W3C1	#565	XP Pro SP2	11/15/2006	\$2,463.39	
Dill, Leo	Cahaba	Dell Laptop	Latitude D820Core Duo2/2.00	LEODILL	48M2BC1	#444	Windows 7 Pro	12/22/2006		
Dockery, Tra	Cahaba	Dell Laptop	Latitude D830 2.2/Core 2 Duo	TDOCKERY	9KYPWF1	#883	Windows 7 Pro	2/12/2008	\$1,790.00	
Jarrell, Jerry	Cahaba	Dell Laptop	Latitude 131L AMD Turion 64 X2/1.60	JARRELL2	9SJZ8C1	#647	XP Pro SP2	12/15/2006	\$1,762.00	
Kinnion, Clarica	Cahaba	Dell Laptop	Latitude D830 2.2/Core 2 Duo	CKINNION	DYH2JD1	#984	Windows 7 Pro	8/23/2007	\$1,700.00	
Price, Gary	Cahaba	Dell Laptop	Latitude D630 Core 2 Duo T7500 2.2 GHz	GPRICE	BHL8WG1	#762	Windows 7 Pro	2/12/2008	\$1,790.00	
Williams, Willie	Cahaba	Dell Laptop	Latitude D830 2.2/Core 2 Duo	WWILLIAMS	6KYPMF1	₹	Windows 7 Pro	7/21/2008	\$1,850.00	
Carroll, Brian	Hoover/Cahaba Dell Laptop	va Dell Laptop	Latitude D630 Core 2 Duo T7500 2.2 GHz	BCARROLL630	G7VXQG1	#663	Windows 7 Pro	7/5/2008	\$1,700.00	
Arevalo, Jaime	Hoover/Cahaba Dell Laptop	na Dell Laptop	Latitude D830 2.2/Core 2 Duo	JAREVALO	GNJTYD1	#545	XP Pro SP2	10/19/2007	\$1,375.00	
Myers, Scott	Hoover/Cahaba Dell Laptop	sa Dell Laptop	Latitude E6510 2.53 Dual Core	SMYERS	484K1M1	#856	Windows 7 Pro	8/16/2010	\$1,600.00	
Lewis, Cindy	Hoover/Cahaba Dell Laptop	a Dell Laptop	Latitude E6510 2.53 Dual Core	CLEWIS	684K1M1	#855	Windows 7 Pro	8/16/2010	\$1,600.00	

NOTE: Employees will retain laptop bags, mice, keyboards, monitors.

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Schedule 1.4(f) Software

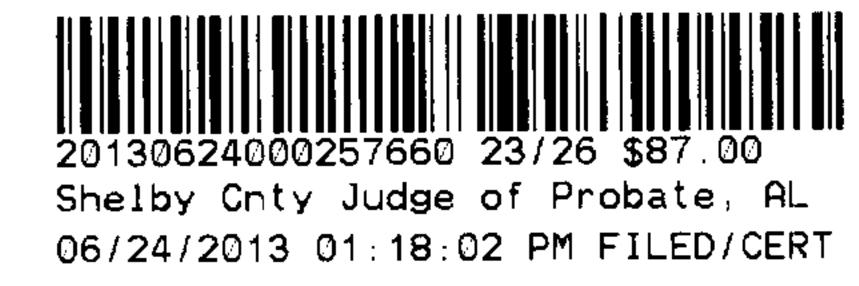
Software Maker	-	Instances	Comments
ABB	WinCCU32		
ABB	VAS (Voice Alarm System)	7	
Insource	Wonderware	-	
Microsoft	SQL Server 2005 Std Ed - w/ 10 CALs	-	Based on CDW's purchase price - SQL Server 2012 Std - complete package w/ 10 CALs
Microsoft	Windows Server 2003 Std Ed	7	se price - Windows Server 2012
Microsoft	Windows Server 2003 Std Ed - CALs	10	Based on CDW's purchase price - Windows Server 2012 Std CALs - \$35 each
Microsoft	Windows 7 Pro	10	Based on CDW's purchase price - Windows 7 Pro - \$150 each



PHONES AND CIRCUITS

schedule 1.4(f) Phones & Circuits

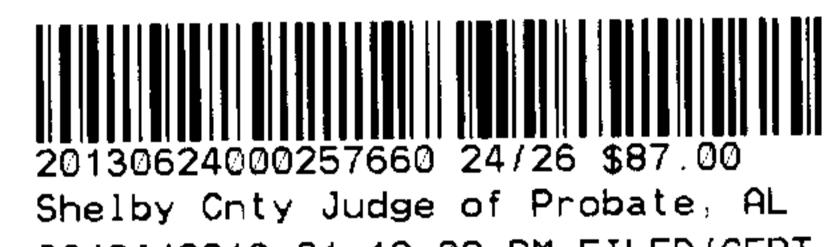
	831-000-1350 992	205-620-3583	205-620-0040	205-620-3461	205-620-3861	205-620-3894	205-620-9044	9001555013
Speed	1.5 Mbps	:		· :	.·			N/A
Circuit ID	.DHEC.967591ATI							X / X
Circuit Info	AT&T - Internet T1 Circuit	AT&T Local/Long Distance	line tied to Local/LD Account	SouthernLINC				



MOBILE PHONES

Schedule 1.4(f) Mobile Phones

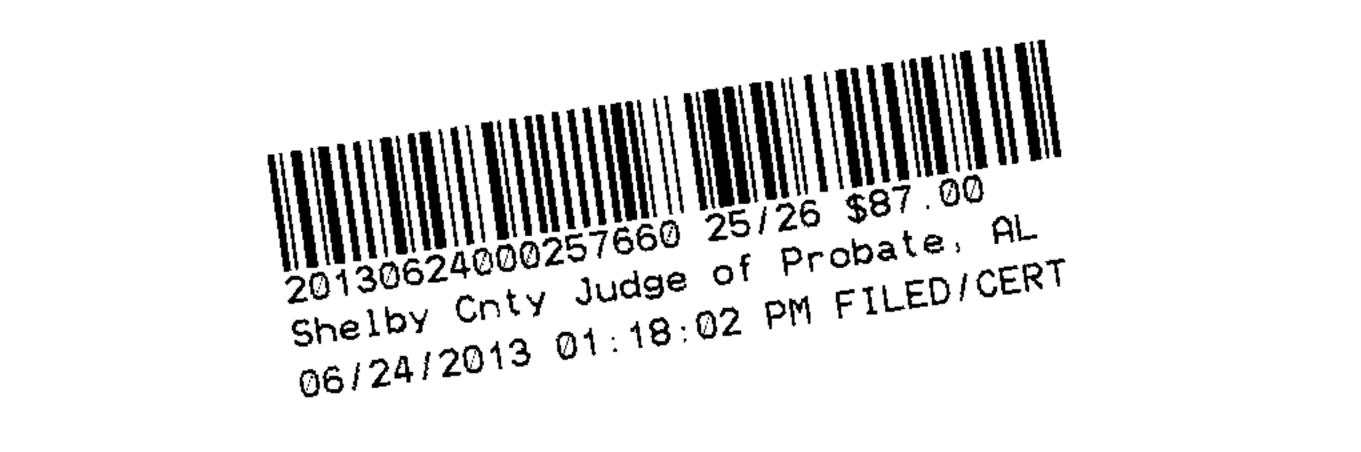
Cahaba Employee	AT&T Phone	AT&T Data Card	SouthernLINC
Akin, Barry			
Bonds, Graham			
Briscoe, Floyd			
Dill, Leo			
Dockery, Tra			
Jarrell, Jerry			
Kinnion, Clarica			
Price, Gary			
Williams,Willie			
Hoover/Cahaba Emp.	AT&T Phone	AT&T Data Card	SouthernLINC
Arevalo, Jamie			
Carroll, Brian			
Myers, Scott			



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Schedule 1.4(f) Inventory

ltem #	Description	U/M	Cls	Loc.	Quantity	Serial#/Batch#
1000-01	2 7/8" #6.5 New Ltd Srvc R2 8rd EUE T&C	FT	TBG	CAC1	58.3	
1000-01	2 7/8" #6.5 New Ltd Srvc R2 8rd EUE T&C	FT	TBG	CRWW	3,083.22	**··
1100-03	15 KVA, 19920/3450, 277/480Y, 3 PHS	EA	TFR	COJA	5	
1100-06	10 KVA, 12470/7200, 277/480Y, 1PHS	EA	TFR	COJA	1	
1600-01	1 1/2" W/ NECK 3/4" PIN #1	EA	DHE	CRWW	5	
1600-02	4'X7/8" STABBAR 3/4" NEW W/3GD	EA	DHE	CRWW	3	
300-01	1250 HP Electric Motor	EA	EMT	CACA	1	
400-03	Gemini 6 Cylinder E1376 MOD G26	EA	ENG	CRWW	1	
400-04	WAUKESHA NAT GAS DR #2650 58 HP ELEC	EA	ENG	CRWW	1	G-45452-385409
600-03	6" x 50' SDR-17 PE-3408 Blk Poly Pipe	FT	PEP	CRKB	35	
600-05	3" x 50' SDR-17 PE-3408 Blk Poly Pipe	FT	PEP	CRKB	11,750.00	
600-07	6" x 50' SDR-11 PE-3408 Blk Poly Pipe	FT	PEP	CRKB	6,750.00	
600-08	4" x 50' SDR-11 PE-3408 Blk Poly Pipe	FT	PEP	CRKB	1,200.00	
600-10	3" x 50' SDR-11 PE-3408 Blk Poly Pipe	FT	PEP	CRKB	20,400.00	
600-12	2" x 50' SDR-11 PE-3408 Blk Poly Pipe	FT	PEP	CRKB	3,500.00	
600-14	6" x 50' SDR-9 PE-3408 Blk Poly Pipe	FT	PEP	CRKB	3,650.00	
600-16	3" x 50' SDR-9 PE-3408 Blk Poly Pipe	FT	PEP	CRKB	13,200.00	
900-07	ABB XFC 6413 Flow Computers Complete	EA	SPE	coww	9	



Schedule I

Easements and Rights of Way Owned by GeoMet, Inc.

Cahaba Prospect - Shelby County, Alabama

GeoMet File #	Grantor	Grantee	Shelby County Recording Book/Page	Type of Form	Date
AL-103-ROW-61	Norfolk Southern Railway Company	GeoMet Incorporated	Not recorded due to type of agreement	Agreement (for water pipeline crossing)	not dated
	Norfolk Southern Railway Company	GeoMet Incorporated	Not recorded due to type of agreement	Agreement (for gas pipeline crossing)	not dated
AL-103-ROW-83 (Cahaba		GeoMet,	Not recorded due to	Railroad crossing permit (water pipeline under the R\R); Activity No.	
Waterline)	Norfolk Southern Railway Company	Incorporated	type of agreement	1070969	9/9/2004

The agreements described above is excluded from the Assignment and Bill of Sale;

An assignment of it will be made from GeoMet to Saga after consent to assign is secured from Norfolk Souithern Railway Company.

20130624000257660 26/26 \$87.00 Shelby Cnty Judge of Probate, AL 06/24/2013 01:18:02 PM FILED/CERT