

PARTIAL ASSIGNMENT

THE STATE OF ALABAMA
COUNTY OF SHELBY

))
)) KNOW ALL MEN BY THESE PRESENTS:
))

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

<u>Assignee</u>	<u>Undivided Interest</u>
SG Methane Company, a Texas Joint Venture 811 Dallas, Suite 1505 Houston, Texas 77002	41.666667% (.41666667)
Smith-Gordy Methane Company, a Texas Joint Venture 811 Dallas, Suite 1505 Houston, Texas 77002	8.87% (.0887)

The interest herein assigned are subject to their proportionate share of the royalties, overriding royalties and other burdens against said Lease as of the effective date hereof and the terms, conditions, obligations, and provisions set forth in said Lease. The interests herein assigned are further subject to the provisions of any and all agreements binding on Assignor and the respective Assignee to the extent that the same burden the undivided interest herein assigned to such Assignee and are valid and existing on the effective date hereof, including but not limited to participation agreements, development agreements, operating agreements, gas sales contracts and unitization agreements, and any amendments thereto.

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

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

This Partial Assignment shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

IN WITNESS WHEREOF, the undersigned have executed this instrument this 1st day of August, 1991 and same shall be effective the sooner of the date hereof or as of the date of the first production from any well situated on said Lands.

WITNESSES:

Rose Swales
Lowell Field

ASSIGNOR

MCKENZIE METHANE CORPORATION

BY:

Michael McKenzie, President

ASSIGNEE:

SG METHANE COMPANY

BY:

Russell D. Gordy, Managing Partner

SMITH-GORDY METHANE COMPANY

BY:

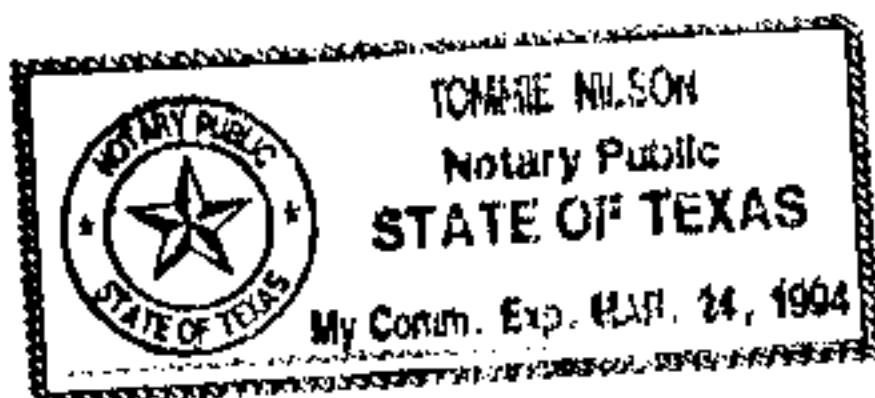
Russell D. Gordy, Managing Partner

STATE OF TEXAS)

COUNTY OF HARRIS)

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

Given under my hand and official seal this the 12th day of November, 1991.



Tommie Nilson
Notary Public

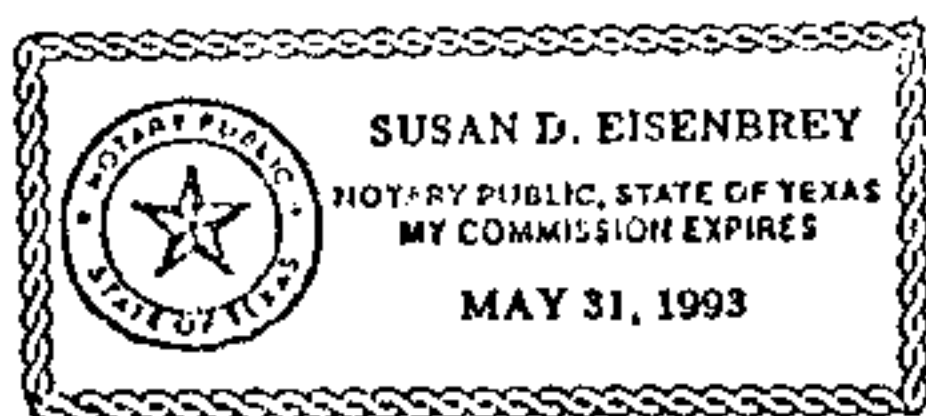
My Commission Expires: _____

STATE OF TEXAS)

COUNTY OF HARRIS)

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that Russell Gordy, whose name as Managing Partner of SG Methane Company, a Texas Joint Venture, is signed to the foregoing Partial Assignment, and who is known to me, acknowledged before me on this day that, being informed of the contents of said Assignment, he, as such Managing Partner and with full authority, executed the same voluntarily for on the date the same bears date.

Given under my hand and official seal this the 25th day of November, 1991.



Susan D. Eisenbrey
Notary Public

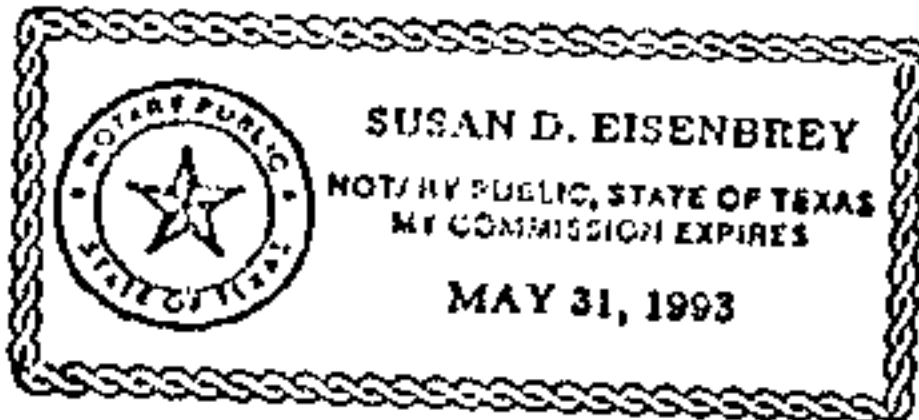
My Commission Expires: _____

STATE OF TEXAS)

COUNTY OF HARRIS)

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that Russell Gordy, whose name as Managing Partner of Smith-Gordy Methane Company, a Texas Joint Venture, is signed to the foregoing Partial Assignment, and who is known to me, acknowledged before me on this day that, being informed of the contents of said Assignment, he, as such Managing Partner and with full authority, executed the same voluntarily for on the date the same bears date.

Given under my hand and official seal this the 25th day of November, 1991.



Susan D. Eisenbrey
Notary Public

My Commission Expires: _____

BOOK 374 PAGE 875

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EXHIBIT "A"

Attached to and made a part of that certain Partial Assignment dated August 1, 1991, between McKenzie Methane Corporation, as Assignor, and SG Methane Company, et al, as Assignees.

CAHABA AREA

Coal Seam Gas Agreement and Option dated September 30, 1988, between USX CORPORATION, as Lessor, and MCKENZIE METHANE CORPORATION, as Lessee, recorded by a Memorandum of Lease dated November 30, 1988 in Book 222, Page 386, Shelby County, Alabama, and Amendment to Memorandum of Lease dated February 19, 1989, in Book 280, Page 47, Shelby County, Alabama; and Amendment to Memorandum of Lease dated February 19, 1989, in Book 128, Page 953, Bibb County, Alabama. (AL2 001)

INSOFAR AND ONLY INSOFAR as the acreage described in the above lease is included in the tracts described below.

All of said tracts are located in Shelby County, Alabama and all contain 80 acres, more or less.

TOWNSHIP 21 SOUTH - RANGE 4 WEST

Section 10

TRACT 1 - (AL2 1939)
W/2 of SW/4

Section 14

TRACT 2 - (AL2 1924)
E/2 of NE/4

Section 22

TRACT 3 - (AL2 1887)
NE/4 of NW/4, being 40 acres, more or less.

Section 27

TRACT 4 - (AL2 1956)
NE/4 of NE/4, being 40 acres, more or less.

Section 29

TRACT 5 - (AL2 1957)
N/2 of SW/4

Section 35

TRACT 6 - (AL2 1958)
The portion of the S/2 of NE/4 commencing at the center of Section 35, go northeasterly in straight line to NE corner of S/2 of NE/4 of Section 35; thence west to NW corner of S/2 of NE/4 of Section 35; thence south to point of beginning, being 40 acres, more or less.

STATE OF ALA. SHELBY CO.
I CERTIFY THIS
INSTRUMENT WAS FILED

THIS INSTRUMENT PREPARED BY: Lois W. Kidd
7880 San Felipe
Suite 100
Houston, Texas 77063

91 NOV 26 AM 10:28

JUDGE OF PROBATE

sm/land/assignment/sg/excahbib

Min TAX 9.10
1. Deed Tax \$
2. Mig. Tax \$
3. Recording Fee \$ 10.00
4. Indexing Fee \$ 3.00
5. No Tax Fee \$
6. Certified Fee \$ 1.00
Total \$ 23.10