

PARTIAL ASSIGNMENT

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

THAT for and in consideration of the sum of One Hundred and NO/100 Dollars (\$100.00) and other good and valuable consideration, **McKENZIE METHANE CORPORATION**, a Texas corporation, whose address is 7880 San Felipe, Suite 100, Houston, Texas, 77063 (hereinafter called "Assignor"), has **BARGAINED, GRANTED, SOLD, TRANSFERRED, ASSIGNED and CONVEYED** and does by these presents **BARGAIN, GRANT, SELL, TRANSFER, ASSIGN and CONVEY** unto the 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 Leases"), insofar and only insofar as said Leases cover 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 Leases or used or obtained in connection therewith.

<u>Assignee</u>	<u>Undivided Interests</u>
S. Lanham Frazier, III, as his sole and separate property 4212 San Felipe Suite L Houston, Texas 77027	1.25% (.0125)
Al Haertlein 3750 Blue Lake Drive Spring, Texas 77373	1.25% (.0125)

The undivided interests set forth above shall be proportionately reduced to the extent that the interest of Assignor in the respective Leases or any of them, at the date of the acquisition thereof by Assignor was less than the full undivided interest, without regard to any assignments which have been made by Assignor since such acquisition.

The interest herein assigned is subject to its proportionate share of all of the royalties, overriding royalties and other burdens against said Leases as of the effective date hereof and the terms, conditions, obligations, and provisions set forth in said Leases. The interest herein assigned is further subject to the provisions of any and all agreements binding on Assignor and 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 including, but not limited to:

1. That certain Joint Operating Agreement effective as of March 17, 1989, naming Assignor as Operator covering the premises assigned hereby and other lands.
2. Section 4.06 of those certain Development Agreements, all dated as of March 17, 1989, between Assignor and SG Methane Company, et al., as amended.

3. Those certain Letter Agreements between Assignor and Assignee dated as of May 1, 1991, and August 13, 1991, respectively.

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.

Assignee, as a part of the consideration for this Assignment agrees to assume and be liable for its proportionate part of all obligation, covenants and liabilities relating to the interest assigned hereby including those which have been or may be incurred under the Joint Operating Agreement and Letter Agreement, each of which is mentioned above.

The interest assigned hereby may not be assigned, conveyed or transferred by Assignee without Assignor's prior written consent, which consent shall not be unreasonably withheld. Without prejudice to Assignor's right to otherwise reasonably withhold consent, it is specifically provided that Assignor may withhold consent unless any proposed transferee is a financially responsible person not in direct competition with Assignor. Further, any assignee must agree to assume all of the obligations relating to the interest assigned.

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 Leases 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 Leases or any part thereof or interest therein.

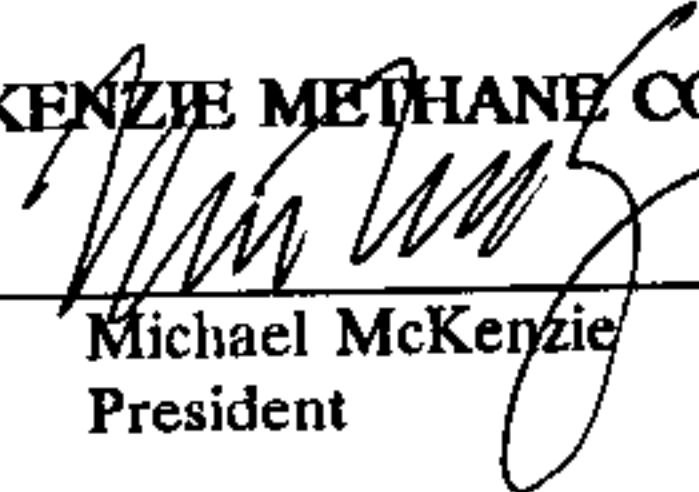
This Partial Assignment shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

IN WITNESS WHEREOF, the undersigned have executed this instrument as of the 11th day of November, 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.

ASSIGNOR:

McKENZIE METHANE CORPORATION

By


Michael McKenzie
President

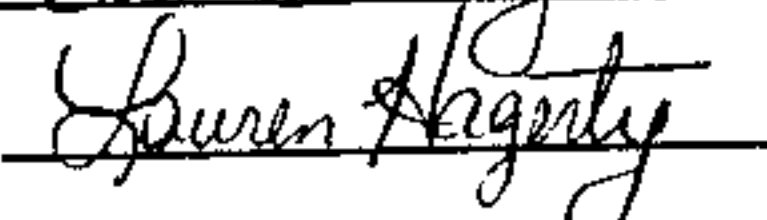
ASSIGNEE:


S. LANHAM FRAZIER, III

WITNESSES:




WITNESSES:

WITNESSES:

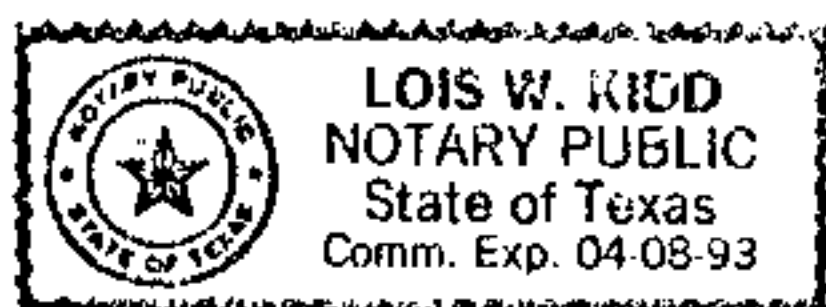
Ch. B. Berghuis
Lauren Herty

Al. Haertlein
AL HAERTLEIN

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 13th day of November, 1991.



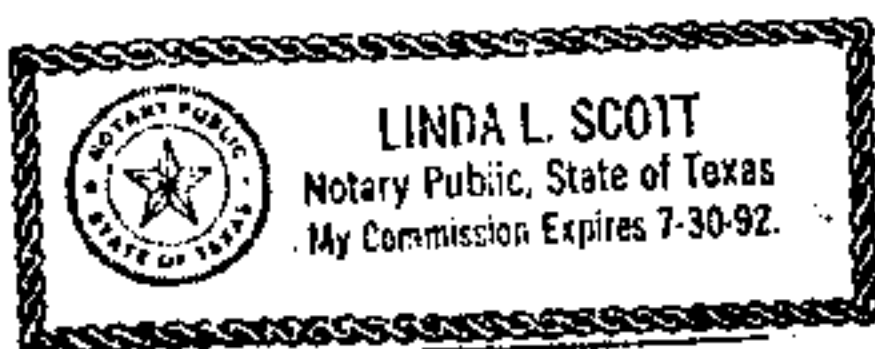
Lois W. Kidd
Notary Public

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 **S. LANHAM FRAZIER III**, 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, executed the same voluntarily on the date the same bears date.

Given under my hand and official seal this the 18th day of November, 1991.



Linda L. Scott
Notary Public

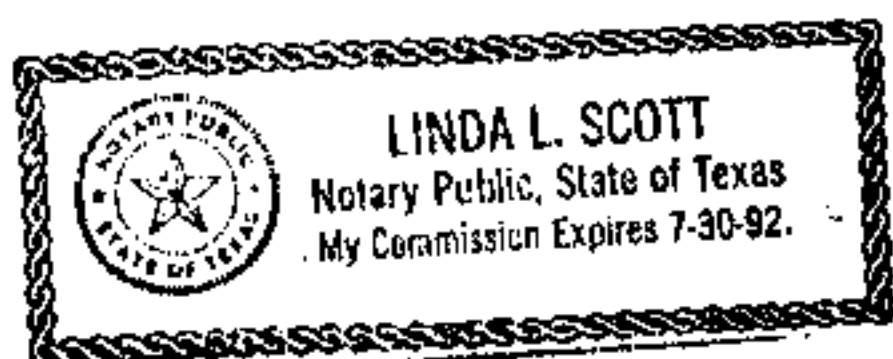
My Commission Expires: _____

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STATE OF TEXAS §
 §
COUNTY OF HARRIS §

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that **AL HAERTLEIN**, 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, executed the same voluntarily on the date the same bears date.

Given under my hand and official seal this the 18th day of November, 1991.



Linda L. Scott
Notary Public

My Commission Expires: _____

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This Instrument Prepared By:
Douglas B. Glass
Vinson & Elkins
3300 First City Tower
1001 Fannin
Houston, Texas 77002-6760

EXHIBIT A

Attached to and made a part of Partial Assignment dated November 11, 1991 between McKenzie Methane Corporation, as Assignor, and S. Lanham Frazier, III, et al, as Assignee.

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 2-19-89, in Book 280, Page 47, Shelby County Alabama. (AL2 001)

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

All of the following property lies in Shelby County, Alabama. Each tract consists of 80 acres, more or less, unless indicated otherwise.

TOWNSHIP 21 SOUTH, RANGE 4 WEST:

TRACT 1 (AL2 978)

W/2 of SE/4 of Section 33

TRACT 2 (AL2 979)

E/2 of SE/4 of Section 33

TRACT 3 (AL2 976)

W/2 of NE/4 of Section 33

TRACT 4 (AL2 977)

E/2 of NE/4 of Section 33

TRACT 5 (AL2 1524)

W/2 of SW/4 of Section 34

TRACT 6 (AL2 981)

W/2 of NW/4 of Section 34

TRACT 7 (AL2 982)

SE/4 of NW/4, SW/4 of NE/4 of Section 34

TRACT 8 (AL2 1903)

N/2 of NE/4 of Section 35

TRACT 9 (AL2 975)

W/2 of SW/4 of Section 28

TRACT 10 (AL2 1989)

W/2 of SE/4 of Section 28

TRACT 11 (AL2 971)

W/2 of NW/4 of Section 28

TRACT 12 (AL2 972)

E/2 of NW/4 of Section 28

TRACT 13 (AL2 970)

W/2 of NE/4 of Section 28

TRACT 14 (AL2 973)

E/2 of NE/4 of Section 28

TRACT 15 (AL2 1560)

W/2 of NW/4 of Section 27

TRACT 16 (AL2 966)

W/2 of NE/4 of Section 27

TRACT 17 (AL2 968)

SE/4 of NE/4 of Section 27,
being 40 acres, more or less.

TRACT 18 (AL2 969)

W/2 of SE/4 of Section 27

TRACT 19 (AL2 963)

W/2 of SW/4 of Section 26

TRACT 20 (AL2 964)

E/2 of SW/4 of Section 26

TRACT 21 (AL2 962)

W/2 of SE/4 of Section 26

TRACT 22 (AL2 959)

W/2 of NW/4 of Section 26

TRACT 23 (AL2 960)

E/2 of NW/4 of Section 26

TRACT 24 (AL2 958)

W/2 of NE/4 of Section 26

TRACT 25 (AL2 961)

E/2 of NE/4 of Section 26

TRACT 26 (AL2 940)

E/2 of SW/4 of Section 22

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(AL2 651)

TOWNSHIP 21 SOUTH, RANGE 4 WEST - CONT'D:

TRACT 27 (AL2 939)

W/2 of SE/4 of Section 22

TRACT 28 (AL2 941)

E/2 of SE/4 of Section 22

TRACT 29 (AL2 952)

SE/4 of NW/4, SW/4 of NE/4
Section 22

TRACT 30 (AL2 951)

NW/4 of NE/4 of Section 22,
being 40 acres, more or less.

TRACT 31 (AL2 938)

SE/4 of NE/4 of Section 22,
being 40 acres, more or less.

TRACT 32 (AL2 942)

W/2 of SW/4 of Section 23

TRACT 33 (AL2 955)

E/2 of NW/4 of Section 23

TRACT 34 (AL2 954)

W/2 of NE/4 of Section 23

TRACT 35 (AL2 956)

E/2 of NE/4 of Section 23

TRACT 36 (AL2 928)

W/2 of NW/4 of Section 24

TRACT 37 (AL2 957)

E/2 of NW/4 of Section 24

TRACT 38 (AL2 915)

W/2 of NE/4 of Section 14

TRACT 39 (AL2 934)

NE/4 of SE/4 of Section 10,
being 40 acres, more or less.

TRACT 40 (AL2 1923)

NW/4 of SE/4 of Section 10,
being 40 acres, more or less.

TRACT 41 (AL2 917)

S/2 of SE/4 of Section 10

TRACT 42 (AL2 914)

W/2 of SW/4 of Section 11

TRACT 43 (AL2 948)

E/2 of SW/4 of Section 11

TRACT 44 (AL2 916)

W/2 of SW/4 of Section 11

TRACT 45 (AL2 900)

N/2 of SE/4 of Section 11

TRACT 46 (AL2 913)

S/2 of SE/4 of Section 11

TRACT 47 (AL2 922)

W/2 of SW/4 of Section 12

TRACT 48 (AL2 924)

E/2 of SW/4 of Section 12

TRACT 49 (AL2 925)

E/2 of SE/4 of Section 12

TRACT 50 (AL2 908)

W/2 of NW/4 of Section 12

TRACT 51 (AL2 920)

E/2 of NW/4 of Section 12

TRACT 52 (AL2 919)

W/2 of NE/4 of Section 12

TRACT 53 (AL2 921)

E/2 of NE/4 of Section 12

TRACT 54 (AL2 903)

The SW diagonal half of the
SW/4 of Section 13

TRACT 55 (AL2 1502)

E/2 of SW/4 of Section 1

TRACT 56 (AL2 1501)

W/2 of SE/4 of Section 1

TRACT 57 (AL2 1503)

E/2 of SE/4 of Section 1

TRACT 58 (AL2 1519)

E/2 of NE/4 of Section 1

TOWNSHIP 21 SOUTH, RANGE 3 WEST

TRACT 59 (AL2 930)

W/2 of SW/4 of Section 7

TRACT 60 (AL2 932)

E/2 of SW/4 of Section 7

TRACT 61 (AL2 933)

E/2 of SE/4 of Section 7

TRACT 62 (AL2 926)

W/2 of NW/4 of Section 7

TOWNSHIP 21 SOUTH, RANGE 3 WEST CONT'D

TRACT 63 (AL2 927)

W/2 of NE/4 of Section 7

TRACT 64 (AL2 946)

W/2 of SW/4 of Section 8

TRACT 65 (AL2 945)

W/2 of NW/4 of Section 8

TRACT 66 (AL2 1504)

W/2 of SW/4 of Section 6

TRACT 67 (AL2 1505)

E/2 of SW/4 of Section 6

TRACT 68 (AL2 1507)

E/2 of SE/4 of Section 6

TOWNSHIP 21 SOUTH, RANGE 4 WEST:

TRACT 69 (AL2 1743)

E/2 of NW/4 of Section 32

TRACT 70 (AL2 983)

W/2 of SE/4 of Section 34

TRACT 71 (AL2 986)

NW Diagonal/2 of SW/4
of Section 35

TRACT 72 (AL2 985)

SE/4 of NW/4 of Section 35,
being 40 acres, more or less.

TRACT 73 (AL2 984)

N/2 of NW/4 of Section 35

TRACT 74 (AL2 980)

N/2 of NE/4 of Section 34

TRACT 75 (AL2 1537)

SE/4 of SE/4 of Section 30,
SW/4 of SW/4 of Section 29

TRACT 76 (AL2 1746)

W/2 of SE/4 of Section 29

TRACT 77 (AL2 1547)

E/2 of SE/4 of Section 28

TRACT 78 (AL2 1521)

W/2 of SW/4 of Section 27

TRACT 79 (AL2 1525)

E/2 of SW/4 of Section 27

TRACT 80 (AL2 1561)

E/2 of SE/4 of Section 27

TOWNSHIP 21 SOUTH, RANGE 4 WEST CONT'D

TRACT 81 (AL2 1526)

E/2 of NW/4 of Section 27

TRACT 82 (AL2 1748)

E/2 of NE/4 of Section 29

TRACT 83 (AL2 1535)

W/2 of NE/4 of Section 29

TRACT 84 (AL2 1540)

E/2 of SW/4 of Section 20

TRACT 85 (AL2 1550)

E/2 of SE/4 of Section 20

TRACT 86 (AL2 1749)

E/2 of SW/4 of Section 21

TRACT 87 (AL2 1751)

W/2 of SW/4 of Section 22

TRACT 88 (AL2 1752)

E/2 of SW/4 of Section 23

TRACT 89 (AL2 1541)

W/2 of SE/4 of Section 23

TRACT 90 (AL2 1542)

E/2 of SE/4 of Section 23

TRACT 91 (AL2 1538)

W/2 of SW/4 of Section 24

TRACT 92 (AL2 1539)

E/2 of SW/4 of Section 24

TRACT 93 (AL2 1599)

W/2 of NW/4 of Section 22

TRACT 94 (AL2 937)

W/2 of NW/4 of Section 23

TRACT 95 (AL2 1793)

E/2 of NE/4 of Section 21

TRACT 96 (AL2 1756)

N/2 of NW/4 of Section 21

TRACT 97 (AL2 1551)

W/2 of SW/4 of Section 1

TRACT 98 (AL2 1520)

W/2 of NE/4 of Section 1

TRACT 99 (AL2 1529)

E/2 of NW/4 of Section 1

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TOWNSHIP 21 SOUTH, RANGE 4 WEST CONT'D

TRACT 100 (AL2 1530)

W/2 of NW/4 of Section 1

TRACT 101 (AL2 1534)

E/2 of SE/4 of Section 21

TRACT 102 (AL2 965)

E/2 of SE/4 of Section 26

TRACT 103 (AL2 1915)

SE/4 of NE/4 of Section 34 and
SW/4 of NW/4 of Section 35

TRACT 104 (AL2 1939)

W/2 of SW/4 of Section 10

TRACT 105 (AL2 901)

NE/4 of SW/4 of Section 15,
being 40 acres, more or less.

TRACT 106 (AL2 1924)

E/2 of NE/4 of Section 14

TRACT 107 (AL2 1887)

NE/4 of NW/4 of Section 22,
being 40 acres, more or less.

TRACT 108 (AL2 1956)

NE/4 of NE/4 of Section 27,
being 40 acres, more or less.

TRACT 109 (AL2 1957)

N/2 of SW/4 of Section 29

TRACT 110 (AL2 1958)

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

TRACT 111 (AL2 1954)

NE/4 of SE/4 of Section 2,
being 40 acres, more or less.

TRACT 112 (AL2 911)

NW/4 of NE/4 of Section 15,
being 40 acres, more or less.

TRACT 113 (AL2 1952)

SE/4 of SE/4 of Section 19,
being 40 acres, more or less.

TRACT 114 (AL2 1754)

SE/4 of NE/4 of Section 20,
being 40 acres, more or less.

TRACT 115 (AL2 1955)

SE/4 of SW/4 of Section 29,
being 40 acres, more or less.

TRACT 116 (AL2 1951)

NW/4 of NW/4 of Section 29,
being 40 acres, more or less.

TRACT 117 (AL2 1948)

NW/4 of NE/4 of Section 30,
being 40 acres, more or less.

TRACT 118 (AL2 1947)

SE/4 of NW/4 of Section 30,
being 40 acres, more or less.

TOWNSHIP 21 SOUTH - RANGE 3 WEST:

TRACT 119 (AL2 1528)

W/2 of SW/4 of Section 5

TRACT 120 (AL2 1628)
E/2 of NW/4 of Section 5

TRACT 121 (AL2 1522)

E/2 of NE/4 of Section 6

TRACT 122 (AL2 1546)

W/2 of NE/4 of Section 6

TRACT 123 (AL2 1545)

E/2 of NW/4 of Section 6

TRACT 124 (AL2 1549)

W/2 of NW/4 of Section 6

TRACT 125 (AL2 1630)

W/2 NW/4 Section 5

TOWNSHIP 20 SOUTH - RANGE 3 WEST:

TRACT 126 (AL2 1605)

W/2 of SE/4 of Section 31

TRACT 127 (AL2 1759)

E/2 of SE/4 of Section 31

TRACT 128 (AL2 1629)

W/2 of NE/4 Section 31

TRACT 129 (AL2 1626)

E/2 of SW/4 Section 31

TRACT 130 (AL2 1758)

W/2 of SW/4 Section 31

TRACT 131 (AL2 1760)

E/2 of NE/4 Section 31

TOWNSHIP 21 SOUTH, RANGE 4 WEST:

TRACT 132 (AL2 902)

SW/4 of NE/4 of Section 15,
being 40 acres, more or less.

TRACT 133 (AL2 904)

SE/4 of NE/4 of Section 15,
being 40 acres, more or less.

TRACT 134 (AL2 906)

NW/4 of SE/4 of Section 15,
being 40 acres, more or less.

TRACT 135 (AL2 908)

SE/4 of SE/4 of Section 15,
being 40 acres, more or less.

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

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<i>Min</i> TAX 12.45	
1. Deed Tax	\$ 12.45
2. Mtg. Tax	\$ 22.50
3. Recording Fee	\$ 3.00
4. Indexing Fee	\$ 1.00
5. No Tax Fee	\$ 1.00
6. Certified Fee	\$ 1.00
Total	\$ 58.95

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

91 NOV 26 AM 10:39

JUDGE OF PROBATE

sm/land/assign/lanny/exa12600