

PARTIAL ASSIGNMENT

THE STATE OF ALABAMA
COUNTY OF SHELBY

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)(
KNOW ALL MEN BY THESE PRESENTS:

131.55

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") has BARGAINED, GRANTED, SOLD, TRANSFERRED, ASSIGNED AND CONVEYED and does by these presents BARGAIN, GRANT, SELL, TRANSFER, ASSIGN AND CONVEY unto the party set forth below (hereinafter "Assignee"), the undivided interest set forth below in and to the lease described on Exhibit "A" attached hereto and made a part hereof and any amendments thereto and ratifications thereof (hereinafter referred to as "said Lease"), 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.

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Assignee

Undivided Interest

Mission Energy Methane Company
18872 MacArthur Boulevard, Suite 400
Irvine, CA 92715-1448

45% (.45)

Assignor reserves and excepts from this Assignment an overriding royalty interest equal to 1% of 8/8ths of the Coalbed Methane gas produced from the said Lands proportionately reduced to the undivided interest assigned herein to enable Assignor to convey to USX Corporation the overriding royalty interest required pursuant to the Coal Seam Gas Agreement and Option dated September 30, 1988, between USX Corporation and Assignor, as amended.

Said overriding royalty interest shall be free and clear of all costs and expenses of exploring, developing, drilling and producing; but such interest shall bear and pay all gross production, severance, ad valorem, sales and any other taxes which may be levied on or assessed against such overriding royalty interest, and shall be determined, computed, and paid or delivered to Assignor in the same manner provided for the payment of the Lessor's royalty in the lease covered hereby.

The interest herein assigned is subject to its proportionate share of the royalties, overriding royalties and other burdens against said Lease as of the effective date hereof, the terms, conditions, obligations, and provisions set forth in said Lease insofar as they cover and affect said Lands, and is subject to the Development Agreement dated effective March 15, 1991 by and between Assignor and Assignee.

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, its 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 party hereto and their respective successors and assigns.

IN WITNESS WHEREOF, the undersigned have executed this instrument this 24th day of May, 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:

[Signature]
[Signature]

[Signature]
[Signature]

STATE OF TEXAS)

COUNTY OF HARRIS)

ASSIGNOR:

MCKENZIE METHANE CORPORATION

BY: [Signature]

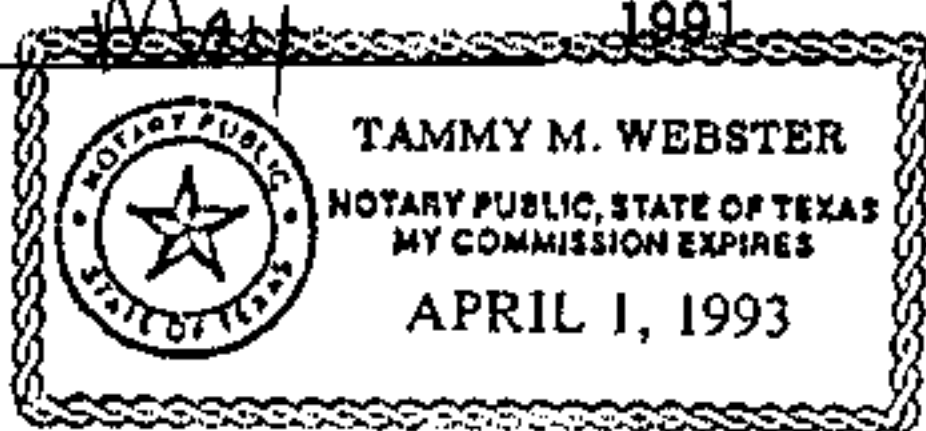
ASSIGNEE:

MISSION ENERGY METHANE COMPANY

BY: Michael J. McGill

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that Michael McKemie, 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 10th day of May, 1991.



Tammy M. Webster
Notary Public

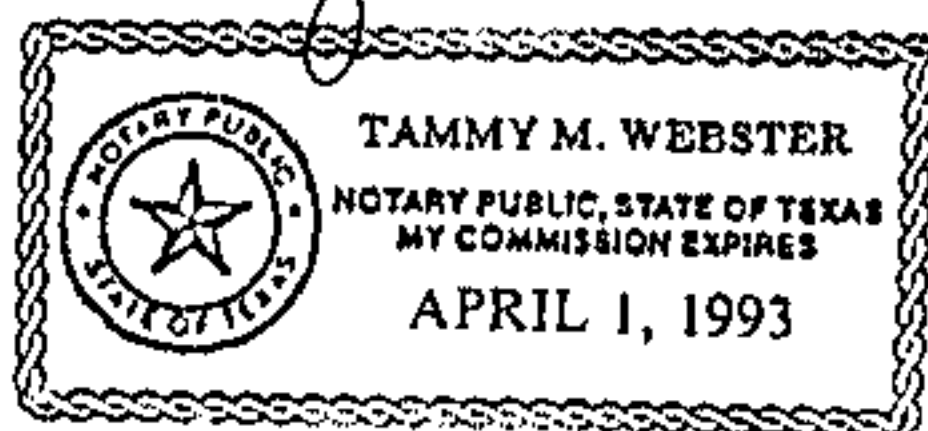
My Commission Expires: _____

STATE OF TEXAS)

COUNTY OF HARRIS)

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that Michael J. McGill, whose name as Vice-President of Mission Energy Methane Company, a California 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 acts of said corporation on the date the same bears date.

Given under my hand and official seal this the 10th day of May, 1991.



Tammy M. Webster
Notary Public

My Commission Expires: _____

SM/LAND/ASSGNMNT/MISSION/ASBII.MIS

EXHIBIT "A"

Attached to and made a part of that certain Partial Assignment dated May 10, 1991, between McKenzie Methane Corporation, as Assignor, and Mission Energy Methane Company, as Assignee.

CAHABA AREA

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 128, Page 116 in the Office of the Judge of Probate of Bibb County, Alabama. (AL2 014)

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. (AL2 016)

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

All of said tracts are located in Bibb County, Alabama and all contain 40 acres, more or less.

Township 22 South, Range 5 West:

Section 1 - SE/4 of SE/4 (AL2 1836)

Section 12 - SE/4 of NW/4 (AL2 1914)

SM/ASSGNMNT/MISSION/CAHABA.PA

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SHELBY COUNTY JUDGE OF PROBATE
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