

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 party set forth below (hereinafter called "Assignee"), 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 Lease, or used or obtained in connection therewith.

Assignee

Undivided Interest

Atlas Energy Corporation
Nominee for Atlas Methane
Partners Venture 1989-A
10000 N. Central Expressway
Suite 282
Dallas, Texas 75231

77 1/2%

The interest herein assigned is subject to its proportionate share of the royalties, overriding royalties and other burdens against said Leases as of the effective date hereof, the terms, conditions, obligations, and provisions set forth in said Leases. The interest herein assigned are further subject to the provision of any and all agreements binding on Assignor and the respective Assignees 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.

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.

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 the 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 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 this 11th day of December, 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.

Samuel Quay
P.O. Box 050512
Mobile, Ala. 36605

WITNESSES:

Ana M Hamilton
Barbara Alvarado

ASSIGNOR:

MCKENZIE METHANE CORPORATION

BY:

J. Clyde Haines Vice President

ASSIGNEE:

ATLAS ENERGY CORPORATION AS
NOMINEE FOR ATLAS METHANE PARTNERS
VENTURE 1989-A

BY:

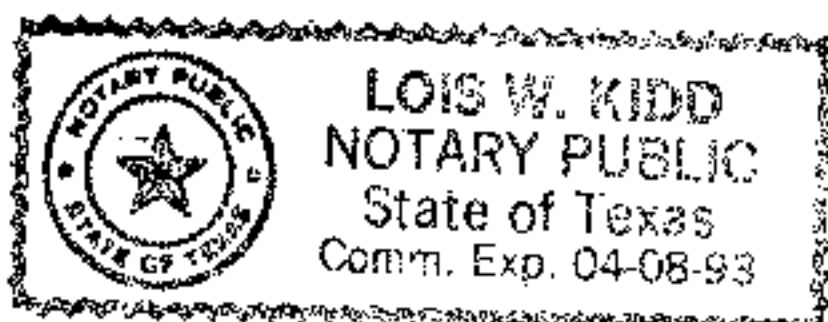
R. E. Stepan

STATE OF TEXAS)

COUNTY OF HARRIS)

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that J. Clyde Haines, whose name as Vice 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 11th day of December, 1991.



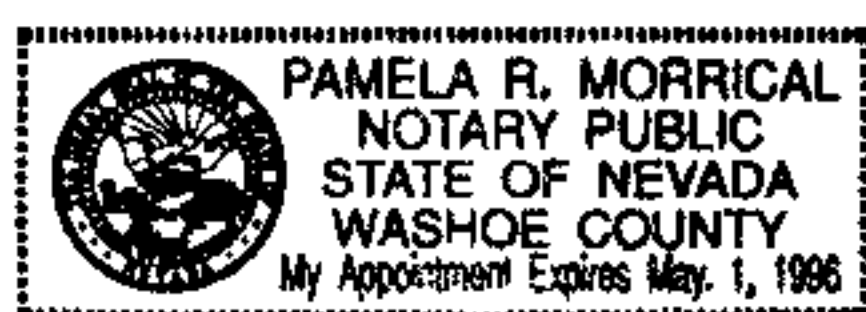
Lois W. Kidd
Notary Public

My Commission Expires: _____

NEVADA
STATE OF ~~TEXAS~~)
WASHOE
COUNTY OF ~~HARRIS~~)

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that R. E. STEFANS, whose name as PRESIDENT of Atlas Energy Corporation as Nominee for Atlas Methane Partners Venture 1989-A, a NEUTWARE 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 11TH day of AUGUST, 1991



Pamela R. Morriscal
Notary Public

My Commission Expires: May 1, 1996

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EXHIBIT "A"

December 1 ATTACHED TO and made a part of Partial Assignment dated 1991 between McKenzie Methane Corporation, as Assignor, and Atlas Energy Corporation, as nominee for Atlas Methane Partners Venture 1989-A, as Assignee.

CAHABA AREA

SHELBY COUNTY, ALABAMA

Coal Seam Gas Agreement and Option dated September 30, 1988 between USX CORPORATION, a Delaware corporation, and MCKENZIE METHANE CORPORATION, a Texas corporation, a MEMORANDUM OF LEASE of which is recorded in Book 222, Pages 386-389, as amended by AMENDMENT TO MEMORANDUM OF LEASE dated February 19, 1989 and recorded in Book 280, Pages 47-64 both of which are recorded with the Judge of Probate of Shelby County, Alabama.

INSOFAR AND ONLY INSOFAR, as the acreage covered by the above lease is included in the tract described herein below.

TOWNSHIP 21 SOUTH, RANGE 4 WEST

TRACT 1 - (AL2 935)

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

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

sm/land/assign/atlas/1989-a.she

Inst # 1992-18332

-1-

08/27/1992-18332
03:58 PM CERTIFIED
SHELBY COUNTY JUDGE OF PROBATE
003 MCD 11.50