

(A)

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") 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 interests 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.

Inst # 1994-11874

<u>Assignees</u>	<u>Undivided Working Interest</u>
Thomas W. Holley, Revocable Trust 11966 St. Charles Rock Road Bridgeton, MO 63044	.00111111
Larry L. Likover, M.D. 909 Frostwood, Suite 353 Houston, TX 77024	.00222222
Gramex Corporation 11966 St. Charles Rock Road Bridgeton, MO 63044	.01000000
George F. Meyer, Jr. 2 Elsworth St. Louis, MO 63124	.00022222
Frederick K. Rudolph 1111 St. Croix Court Kirkwood, MO 63112	.00022222

The interest herein assigned are subject to their 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 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 interests 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 interests set forth above unto the respective-named 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 interests therein.

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

04/11/1994-11874
12:59 PM CERTIFIED

Newton & Ayley

SHELBY COUNTY JUDGE OF PROBATE
DOB MCD 30.00

(0102 6000)

This instrument may be executed in any number of counterparts, each having the force and effect of an original and together constituting one and the same instrument, to be binding on any party who executes the same regardless of whether any other party signs the same or any other counterpart.

IN WITNESS WHEREOF, the undersigned have executed this instrument this 23rd day of November, 1993 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:

De Van Overbeke
Kaylene Boyd

WITNESSES:

[Signature]
[Signature]

WITNESSES:

WITNESSES:

[Signature]
[Signature]

WITNESSES:

[Signature]
[Signature]

WITNESSES:

[Signature]
[Signature]

ASSIGNOR:

MCKENZIE METHANE CORPORATION

[Signature]
Michael McKenzie, President

ASSIGNEE:

[Signature]
Thomas W. Holley Revocable Trust
Thomas W. Holley, Trustee

ASSIGNEE:

Larry L. Likover, M.D.

ASSIGNEE:

GRAMEX CORPORATION

[Signature]
Thomas W. Holley, President

ASSIGNEE:

[Signature]
George F. Meyer, Jr.

ASSIGNEE:

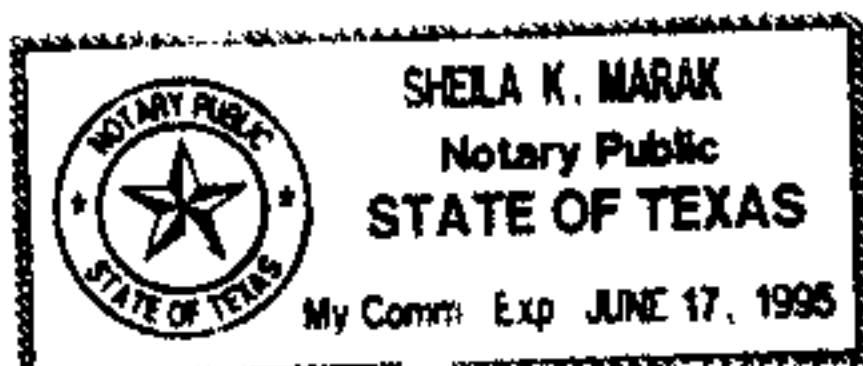
[Signature]
Frederick K. Rudolph

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, 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 23rd day of November, 1993.



Sheila K. Marak
Notary Public
My Commission Expires: _____

STATE OF MISSOURI)

COUNTY OF St Louis)

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that Thomas W. Holley, whose name as Trustee of the Thomas W. Holley, Revocable Trust 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 for on the date the same bears date.

Given under my hand and official seal this the 1st day of December, 1993.

Jean M. Jorler
Notary Public
My Commission Expires: _____
JEAN M. JORLER, NOTARY PUBLIC
County of St. Louis, State of Missouri
My Commission Expires July 21, 1995

STATE OF TEXAS)

COUNTY OF _____)

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that Larry L. Likover, M.D., 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 for on the date the same bears date.

Given under my hand and official seal this the _____ day of _____, 1993.

Notary Public
My Commission Expires: _____

STATE OF MISSOURI)

COUNTY OF St Louis)

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that Thomas W. Holley, whose name as President of Gramex 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 on the date the same bears date.

Given under my hand and official seal this the 1st day of December, 1993.


Notary Public JEAN M. JOLLER, NOTARY PUBLIC
My Commission Expires: County of St. Louis, State of Missouri
My Commission Expires July 21, 1995

STATE OF MISSOURI)

COUNTY OF St Louis)

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that George F. Meyer, Jr., 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 on the date the same bears date.

Given under my hand and official seal this the 1st day of December, 1993.


Notary Public JEAN M. JOLLER, NOTARY PUBLIC
My Commission Expires: County of St. Louis, State of Missouri
My Commission Expires July 21, 1995

STATE OF MISSOURI)

COUNTY OF St Louis)

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that Frederick K. Rudolph, 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 on the date the same bears date.

Given under my hand and official seal this the 1st day of December, 1993.

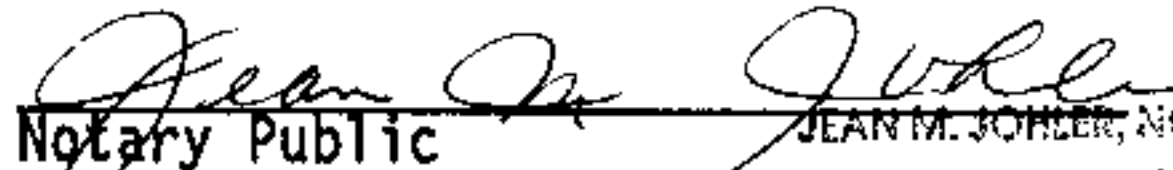

Notary Public JEAN M. JOLLER, NOTARY PUBLIC
My Commission Expires: County of St. Louis, State of Missouri
My Commission Expires July 21, 1995

EXHIBIT "A"

Attached to and made a part of that certain Partial Assignment dated November 23, 1993 by and between McKenzie Methane Corporation, as Assignor, and the Assignees named therein.

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. (0102 001)

Coalbed Methane Gas Lease dated June 1, 1989 between SOUTHERN ELECTRIC GENERATING COMPANY, et al, as Lessor, and MCKENZIE METHANE CORPORATION, as Lessee, recorded by a Memorandum of Lease dated June 1, 1989 in Book 254, Page 568 in the Office of the Judge of Probate of Shelby County, Alabama. (0102 013)

Coalbed Methane Gas Lease dated June 1, 1989, between SOUTHERN ELECTRIC GENERATING COMPANY, as Lessor and MCKENZIE METHANE CORPORATION, as Lessee, recorded by a Memorandum of Lease dated June 1, 1989, in Book 254, Page 559 in the Office of the Judge of Probate of Shelby County, Alabama. (0102 014)

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

All of said tracts are located in Shelby County, Alabama and cover 80 acres, more or less, unless otherwise indicated.

TOWNSHIP 20 SOUTH - RANGE 3 WEST:

TRACT 1 (AL2 1605)

W/2 SE/4 of Sec. 31

TRACT 2 (AL2 1629)

W/2 NE/4 Sec. 31

TRACT 3 (AL2 1626)

E/2 SW/4 Sec. 31

TRACT 4 (AL2 1758)

W/2 SW/4 Sec. 31

TOWNSHIP 21 SOUTH, RANGE 3 WEST:

TRACT 5 (AL2 1669) (See also Tract 12)

NE/4 NE/4 of Sec. 29, being 40 acres, more or less.

TRACT 6 (AL2 1528)

W/2 SW/4 of Sec. 5

TRACT 7 (AL2 1628)

E/2 NW/4 of Sec. 5

TRACT 8 (AL2 1664)

S/2 NW/4 Sec. 29

TRACT 9 (AL2 1671)

W/2 SE/4 Sec. 30

TRACT 10 (AL2 1668)

S/2 SW/4 Sec. 20

TOWNSHIP 21 SOUTH, RANGE 3 WEST - CONT'D:

TRACT 11 (AL2 1711)

E/2 SW/4 Sec. 30

TRACT 12 (AL2 1669) (See also Tract 5)

NW/4 NE/4 Sec. 29, being 40 acres, more or less.

TOWNSHIP 21 SOUTH, RANGE 4 WEST:

TRACT 13 (AL2 1743)

E/2 NW/4 of Sec. 32

TRACT 14 (AL2 983)

W/2 SE/4 of Sec. 34

TRACT 15 (AL2 986)

NW Diagonal 1/2 of SW/4 of Sec. 35

TRACT 16 (AL2 984)

N/2 NW/4 of Sec. 35

TRACT 17 (AL2 980)

N/2 NE/4 of Sec. 34

TRACT 18 (AL2 1746)

W/2 SE/4 of Sec. 29

TRACT 19 (AL2 1547)

E/2 SE/4 of Sec. 28

TRACT 20 (AL2 1525)

E/2 SW/4 of Sec. 27

TRACT 21 (AL2 1748)

E/2 NE/4 of Sec. 29

TRACT 22 (AL2 1540)

E/2 SW/4 of Sec. 20

TRACT 23 (AL2 1749)

E/2 SW/4 of Sec. 21

TRACT 24 (AL2 1752)

E/2 SW/4 of Sec. 23

TRACT 25 (AL2 1541)

W/2 SE/4 of Sec. 23

TRACT 26 (AL2 1542)

E/2 SE/4 of Sec. 23

TRACT 27 (AL2 1538)

W/2 SW/4 of Sec. 24

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

TRACT 28 (AL2 1539)

E/2 SW/4 of Sec. 24

TRACT 29 (AL2 1599)

W/2 NW/4 of Sec. 22

TRACT 30 (AL2 1793)

W/2 NE/4 of Sec. 21

TRACT 31 (AL2 1577)

W/2 SE/4 Sec. 35

TRACT 32 (AL2 1569)

SE Diagonal 1/2 of SW/4 Sec. 35

TRACT 33 (AL2 1579)

E/2 NW/4 of Sec. 36

TOWNSHIP 22 SOUTH, RANGE 4 WEST:

TRACT 34 (AL2 1786)

W/2 NW/4 Sec. 16

TRACT 35 (AL2 1618)

W/2 NW/4 Sec. 9

TRACT 36 (AL2 1689)

E/2 NW/4 Sec. 16

TRACT 37 (AL2 1610)

SE/4 SW/4 Sec. 10 and NW/4 NE/4 Sec. 14

TRACT 38 (AL2 1566)

W/2 NW/4 Sec. 15

TRACT 39 (AL2 1565)

W/2 NW/4 Sec. 14

TRACT 40 (AL2 1567)

S/2 SW/4 Sec. 15

TRACT 41 (AL2 1597)

E/2 NE/4 Sec. 15

TRACT 42 (AL2 1620)

E/2 SE/4 Sec. 10

TRACT 43 (AL2 1621)

S/2 SE/4 Sec. 15

TRACT 44 (AL2 1685)

E/2 NW/4 Sec. 1

TOWNSHIP 22 SOUTH, RANGE 4 WEST:

TRACT 45 (AL2 1593)

W/2 NE/4 Sec. 11

TRACT 46 (AL2 1622)

W/2 NE/4 Sec. 16

TRACT 47 (AL2 1623)

E/2 SW/4 Sec. 16

TRACT 48 (AL2 1695)

E/2 SE/4 Sec. 11

TRACT 49 (AL2 1684)

W/2 SE/4 Sec. 16

TRACT 50 (AL2 1720)

W/2 SW/4 Sec. 16

TRACT 51 (AL2 1633)

SE/4 NW/4 and NE/4 SW/4 Sec. 11

TRACT 52 (AL2 1617)

E/2 SW/4 Sec. 4

TRACT 53 (AL2 1693)

E/2 NE/4 Sec. 11

TRACT 54 (AL2 1694)

W/2 SE/4 Sec. 11

TRACT 55 (AL2 1677)

W/2 SW/4 Sec. 4

TRACT 56 (AL2 1650)

E/2 NW/4 Sec. 4

TRACT 57 (AL2 1619)

E/2 NW/4 Sec. 9

TRACT 58 (AL2 1717)

W/2 SW/4 Sec. 14

TRACT 59 (AL2 1688)

N/2 SE/4 Sec. 15

TRACT 60 (AL2 1701)

E/2 NW/4 Sec. 23

TRACT 61 (AL2 1716)

E/2 SW/4 Sec. 14

TRACT 62 (AL2 1676)

E/2 NE/4 of Sec. 4

This Instrument Prepared By: Beverly Gorman
7880 San Felipe
Suite 100
Houston, Texas
77063

Inst # 1994-11874

sm/partners/she-IIIa

04/11/1994-11874
82:59 PM CERTIFIED
SHELBY COUNTY JUDGE OF PROBATE
008 MCD 30.00