

(B)

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 # 1994-11875

Assignees

Undivided Working Interest

Thomas W. Holley, Revocable Trust
11966 St. Charles Rock Road
Bridgeton, MO 63044

.00100000

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

.00007413

Frederick K. Rudolph
1111 St. Croix Court
Kirkwood, MO 63112

.00007413

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 12:59 PM CERTIFIED
SHELBY COUNTY JUDGE OF PROBATE
008 NCD 30.00

(0102 600B)

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:

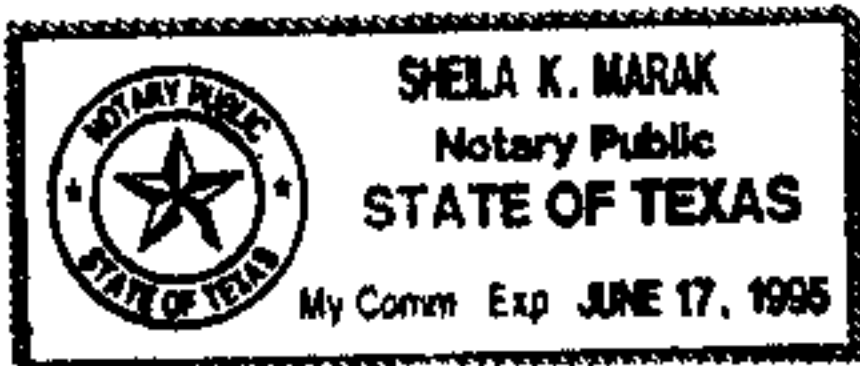
[Signature]
Frederick K. Rudolph

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 17th day of March, 1994.



Sheila K. Marak
Notary Public
My Commission Expires: 6-17-95

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: July 21, 1995
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.

Jean M. Johler
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.

Jean M. Johler
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.

Jean M. Johler
Notary Public
My Commission Expires: JEAN M. JOHLER, NOTARY PUBLIC
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.

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. (AL2 001)

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 254, Page 568 in the Office of the Judge of Probate of Shelby County, Alabama. (AL2 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; and 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)

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

Each 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 1759)

E/2 SE/4 of Sec. 31

TRACT 2 (AL2 1760)

E/2 NE/4 of Sec. 31

Township 21 South, Range 3 West:

TRACT 3 (AL2 1651) (See also Tract 10)

NW/4 SW/4 of Sec. 30, being 40 acres, more or less.

TRACT 4 (AL2 1630)

W/2 NW/4 of Sec. 5

TRACT 5 (AL2 1692)

W/2 SW/4 Sec. 19

TRACT 6 (AL2 1691)

W/2 NW/4 Sec. 19

TRACT 7 (AL2 1670)

SE/4 NE/4, NE/4 SE/4 Sec. 29

TRACT 8 (AL2 1681)

E/2 SW/4 of Sec. 17

TRACT 9 (AL2 1690)

W/2 SW/4 of Sec. 18

Township 21 South, Range 3 West - Cont'd:

TRACT 10 (AL2 1651) (See also Tract 3)

SW/4 NW/4 of Sec. 30, being 40 acres, more or less.

Township 21 South, Range 4 West:

TRACT 11 (AL2 1660)

E/2 NE/4 Sec. 24

TRACT 12 (AL2 1649)

E/2 SE/4 Sec. 24

TRACT 13 (AL2 1604)

SE/4 NE/4, NE/4 SE/4 of Sec. 25

TRACT 14 (AL2 1666)

NE/4 SW/4, NE Diagonal half SE/4 SW/4, being 60 acres, more or less.

TRACT 15 (AL2 1923)

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

TRACT 16 (AL2 1534)

E/2 SE/4 of Sec. 21

TRACT 17 (AL2 965)

E/2 SE/4 of Sec. 26

TRACT 18 (AL2 1915)

SE/4 NE/4 of Sec. 34 and SW/4 NW/4 of Sec. 35

Township 22 South, Range 3 West:

TRACT 19 (AL2 1683)

E/2 NW/4 Sec. 7

TRACT 20 (AL2 1672)

E/2 SW/4 Sec. 6

TRACT 21 (AL2 1673) (See also Tract 22)

SW/4 SE/4 Sec. 6, being 40 acres, more or less.

TRACT 22 (AL2 1673) (See also Tract 21)

SE/4 SE/4 of Sec. 6, being 40 acres, more or less.

Township 22 South, Range 4 West:

TRACT 23 (AL2 1861)

N/2 SW/4 of Sec. 10

TRACT 24 (AL2 1696)

W/2 NE/4 of Sec. 12

TRACT 25 (AL2 1635)

W/2 NE/4 of Sec. 13

TRACT 26 (AL2 1715)

E/2 NE/4 of Sec. 16

Township 22 South, Range 4 West - Cont'd:

TRACT 27 (AL2 1719)

E/2 SE/4 of Sec. 16

TRACT 28 (AL2 1718)

W/2 NW/4 of Sec. 21

TRACT 29 (AL2 1820)

E/2 NW/4 of Sec. 21

TRACT 30 (AL2 1819)

W/2 NE/4 of Sec. 21

TRACT 31 (AL2 1818)

E/2 NE/4 of Sec. 21

TRACT 32 (AL2 1857)

W/2 SW/4 of Sec. 21

TRACT 33 (AL2 1779)

E/2 SW/4 of Sec. 21

TRACT 34 (AL2 1698)

E/2 NW/4 of Sec. 22

TRACT 35 (AL2 1714)

W/2 NE/4 of Sec. 22

TRACT 36 (AL2 1699)

E/2 NE/4 of Sec. 22

TRACT 37 (AL2 1706)

E/2 SE/4 of Sec. 23

TRACT 38 (AL2 1687)

E/2 NW/4 of Sec. 15

TRACT 39 (AL2 1562)

E/2 NE/4 of Sec. 12

TRACT 40 (AL2 1557)

W/2 SE/4 of Sec. 1

TRACT 41 (AL2 1682) (See also Tract 54)

E/2 SW/4 of Sec. 12

TRACT 42 (AL2 1663)

W/2 NE/4 of Sec. 9

TRACT 43 (AL2 1686)

W/2 NE/4 of Sec. 15

TRACT 44 (AL2 1674)

E/2 NE/4 of Sec. 1

Township 22 South, Range 4 West - Cont'd:

TRACT 45 (AL2 1855)

E/2 SE/4 of Sec. 21

TRACT 46 (AL2 1697)

S/2 of SE/4 of Sec. 14

TRACT 47 (AL2 1703)

W/2 SE/4 of Sec. 23

TRACT 48 (AL2 1700)

W/2 NE/4 of Sec. 23

TRACT 49 (AL2 1705)

E/2 SW/4 of Sec. 23

TRACT 50 (AL2 1643)

W/2 NW/4 of Sec. 23

TRACT 51 (AL2 1675)

E/2 SE/4 of Sec. 1

TRACT 52 (AL2 1704)

W/2 SW/4 of Sec. 23

TRACT 53 (AL2 1822)

W/2 SE/4 of Sec. 22

TRACT 54 (AL2 1682) (See also Tract 41)

E/2 SW/4 of Sec. 12

Township 24 North, Range 11 East:

TRACT 55 (AL2 1652)

W/2 NE/4 of Sec. 1

TRACT 56 (AL2 1653)

W/2 NW/4 of Sec. 1

TRACT 57 (AL2 1775)

W/2 NW/4 of Sec. 2

TRACT 58 (AL2 1632)

E/2 NW/4 of Sec. 2

TRACT 59 (AL2 1776)

E/2 NE/4 of Sec. 2

TRACT 60 (AL2 1744)

W/2 SW/4 of Sec. 2

TRACT 61 (AL2 1794)

W/2 SE/4 of Sec. 2

TRACT 62 (AL2 1777)

E/2 SE/4 of Sec. 2

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

Inst # 1994-11875

04/11/1994-11875
12:59 PM
SHELBY COUNTY JUDGE OF PROBATE
008 NCD 30.00
ph-3A&B/she-IIIb