

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 # 1994-30022

Assignees

Undivided Working Interest

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

.00104278

M&V Medical Service, P.A.
Pension Plan & Trust
1255 Sugar Creek Blvd.
Sugar Land, TX 77478

.00023500

Juan Mario Villafani, IRA
1255 Sugar Creek Blvd.
Sugar Land, TX 77478

.00004145

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.

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 and on any other counterpart.

10/03/1994-30022
10:59 AM CERTIFIED
SHELBY COUNTY JUDGE OF PROBATE
005 MCD 18.50

(0102 6001)

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
Monica L. Vanfoote

WITNESSES:

WITNESSES:

[Signature]

WITNESSES:

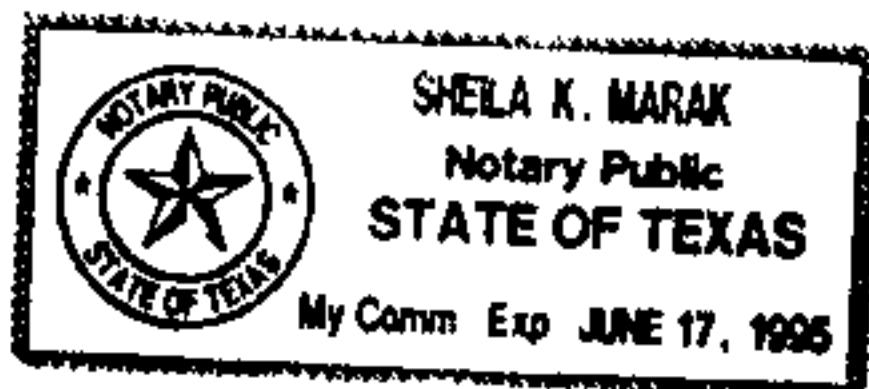
[Signature]

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.



ASSIGNOR:

MCKENZIE METHANE CORPORATION

[Signature]
Michael McKenzie, President

ASSIGNEE:

Thomas W. Holley Revocable Trust
Thomas W. Holley, Trustee

ASSIGNEE:

M&V MEDICAL SERVICE, P.A.
PENSION PLAN & TRUST

[Signature]
Mario Villafani, Trustee

ASSIGNEE:

[Signature]
Juan Mario Villafani, IRA

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

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 2-19-89, 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, 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. (AL2 014)

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

Each of said tracts are located in Shelby County, Alabama. Each tract consists of 80 acres, more or less, unless indicated otherwise.

TOWNSHIP 21 SOUTH, RANGE 3 WEST:

TRACT 1 (AL2 1889)

NE/4 SE/4, SW/4 SE/4 of Sec. 17

TRACT 2 (AL2 1937)

E/2 NW/4 of Sec. 17

TRACT 3 (AL2 1667)

E/2 NE/4 of Sec. 18

TRACT 4 (AL2 1921)

E/2 SE/4 of Sec. 18

TRACT 5 (AL2 1890)

NE/4 NE/4 of Sec. 20 and NW/4 NW/4 of Sec. 21

TRACT 6 (AL2 1907)

NW/4 SE/4, SW/4 NE/4 of Sec. 29

TRACT 7 (AL2 1950)

SW/4 NE/4, NW/4 SE/4 of Sec. 31

TRACT 8 (AL2 1886)

NW/4 NW/4 of Sec. 32, being 40 acres, more or less.

TOWNSHIP 21 SOUTH, RANGE 4 WEST:

TRACT 9 (AL2 1939)

W/2 SW/4 of Sec. 10

TRACT 10 (AL2 1924)

E/2 NE/4 of Sec. 14

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

TRACT 11 (AL2 1887)

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

TRACT 12 (AL2 1956)

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

TRACT 13 (AL2 1957)

N/2 SW/4 of Sec. 29

TRACT 14 (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 15 (AL2 1665)

SE/4 NW/4, E/2 SW/4 NW/4, SE diagonal 1/2 of NE/4 NW/4 of Sec. 25

TRACT 16 (AL2 1908)

W/2 SW/4 of Sec. 30

TRACT 17 (AL2 1958)

SE diagonal 1/2 of S/2 NE/4, being 40 acres, more or less.

TOWNSHIP 22 SOUTH, RANGE 4 WEST:

TRACT 18 (AL2 1961)

SW/4 NE/4, SE/4 NW/4 of Sec. 10

TRACT 19 (AL2 1910)

W/2 NW/4 of Sec. 1

TRACT 20 (AL2 1678)

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

TRACT 21 (AL2 1616)

W/2 SE/4 of Sec. 4

TRACT 22 (AL2 1563)

W/2 SE/4 of Sec. 12

TRACT 23 (AL2 1639)

N/2 SW/4 of Sec. 15

TRACT 24 (AL2 1821)

W/2 SE/4 of Sec. 21

TRACT 25 (AL2 1769)

E/2 SW/4 of Sec. 22

TRACT 26 (AL2 1702)

E/2 NE/4 of Sec. 23

TRACT 27 (AL2 1709)

W/2 SW/4 of Sec. 24

TOWNSHIP 24 NORTH, RANGE 11 EAST:

TRACT 28 (AL2 1656)

W/2 NE/4 of Sec. 2

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

Inst # 1994-30022

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SHELBY COUNTY JUDGE OF PROBATE
005 MCD 18.50

sm/partners/ph-3A&B/she-IIIC