

ASSIGNMENT AND CONVEYANCE

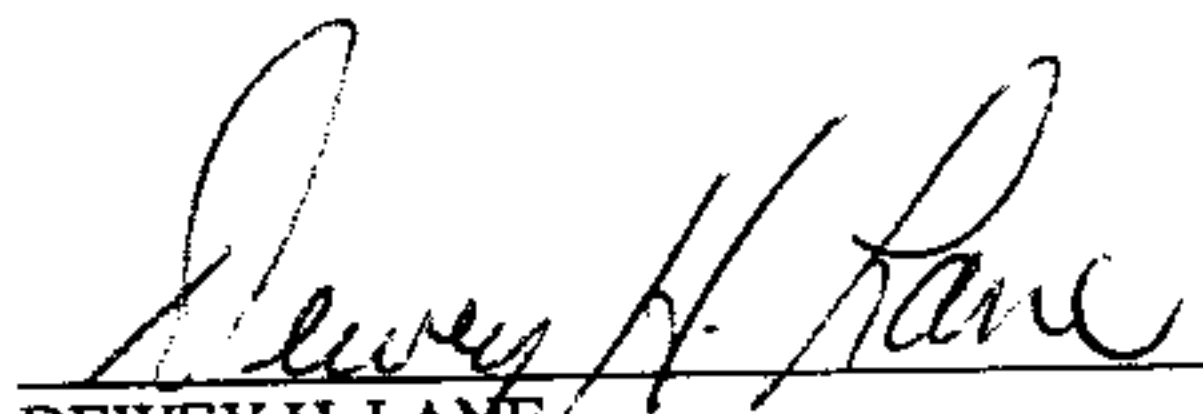
Dewey H. Lane, a married man, whose address is P. O. Box 1245, Pascagoula, MS 39568 and Surgical Associates Profit Sharing Trust, whose address is 4211 Hospital Road, Suite 312, Pascagoula, MS, 39581, ("Assignor", whether one or more), for and in consideration of Ten Dollars (\$10.00) and other good and valuable consideration in hand paid by L & L Investments, Ltd., a PARTNERSHIP, whose address is P. O. Box 1245, Pascagoula, MS, 39568, ("Assignee"), the receipt and sufficiency of which are hereby acknowledged, has GRANTED, BARGAINED, SOLD, ASSIGNED and CONVEYED, and by these presents does hereby GRANT, BARGAIN, SELL, ASSIGN and CONVEY unto Assignee, its successors and assigns, forever, all of Assignor's right, title and interest in and to the oil, gas and other minerals in, under and that may be produced from the leases, lands and units described in the Assignments (herein referred to as the Subject Property), listed in Exhibit "A", attached hereto and made a part hereof for all purposes, same being located in the States of Alabama and Colorado, including without limitation, all leasehold interests relating to the Subject Property, together with all contracts and similar rights appurtenant thereto and the right of ingress and egress at all times for the purpose of drilling, exploring, operating and developing said properties for oil and gas (including without limitation, occluded natural gas or coalbed methane) and all substances found or produced in association with the named substances, storing, handling, transporting and marketing the same therefrom.

This conveyance, with respect to each of Subject Property, is made expressly subject to all validly existing oil and gas leases, oil, gas and occluded gas leases, occluded gas leases, and coal leases, royalty interests owned by third parties and all other encumbrances, if any, of record in the county or parish where the Subject Property is located, to the extent the same are valid, binding, enforceable and affect the Subject Property, (it being understood agreed that Assignee shall have, receive and enjoy all of Assignor's right, title and interest in and to all royalties and other benefits that may accrue from and after the effective date described herein, under the Subject Property.)

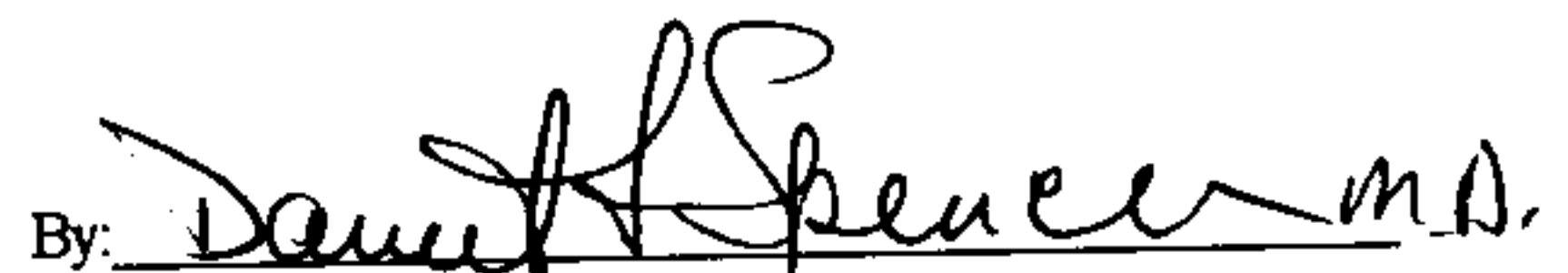
TO HAVE AND TO HOLD the interests in the Subject Property, together with all and singular the rights and appurtenances thereunto in anywise belonging to Assignee, its respective heirs, legal representatives, successors and assigns forever, and Assignor does hereby bind and obligate itself and its successors and assigns to Warranty and Forever defend all and singular title to the interests in the Subject Property herein assigned to 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 any valid, subsisting royalties, overriding royalties and other burdens upon the interests in the Subject Property herein assigned, and to the agreements which the Assignments are expressly made subject, but with full subrogation and substitution to all covenants and warranties by others heretofore given or made with respect to the interests in the Subject Property herein assigned to the Assignee or any part thereof.

Assignor, and by its acceptance hereof, Assignee agree to take all such further actions and execute and acknowledge and deliver all such further documents that are necessary or useful in carrying out the purposes of this conveyance. Without limitation, so long as authorized by applicable law to do so, Assignor agrees to execute, acknowledge and deliver to Assignee, all such other additional instruments, notices, division orders, transfer orders and other documents, and to do all such other and further acts and things as may be necessary to more fully and effectively grant, convey and assign to Assignee the Subject Property conveyed hereby or intended to be conveyed.

IN WITNESS WHEREOF, this instrument is executed this 11 day of NOV, 1996, but is effective for all purposes as of JAN. 15, 1996.


DEWEY H. LANE

SURGICAL ASSOCIATES PROFIT SHARING TRUST

By: 
Name: DAVID L. SPENCER
Title: SECRETARY/TREAS.

12/02/1996-39562
01:02 PM CERTIFIED
SHELBY COUNTY JUDGE OF PROBATE
003 NCB 13.50

Inst # 1996-39562

STATE OF MISSISSIPPI)
COUNTY OF JACKSON)

(ALABAMA ACKNOWLEDGEMENT)

I, the undersigned authority, a Notary Public in and for said State, hereby certify that DEWEY H. LANE, whose name is signed to the foregoing conveyance, and who is known to me, acknowledged before me on this day that, being informed of the contents of the conveyance, he executed the same voluntarily.

(SEAL)

Sally Y. Farris
Notary Public in and for the State of Mississippi.
My Commission Expires: _____
MISSISSIPPI STATEWIDE NOTARY PUBLIC
MY COMMISSION EXPIRES OCT. 29, 1999
BONDED THRU STEGALL NOTARY SERVICE

STATE OF MISSISSIPPI)
COUNTY OF JACKSON)

(ALABAMA ACKNOWLEDGEMENT)

I, the undersigned authority, a Notary Public in and for said State, hereby certify that David L. Spencer whose name is signed to the foregoing conveyance, and who is known to me, as Sec/Treas. of SURGICAL ASSOCIATES PROFIT SHARING, TRUST, acknowledged before me on this day that, being informed of the contents of the conveyance, he executed the same voluntarily for and as the act of said Trust

(SEAL)

Sally Y. Farris
Notary Public in and for the State of Mississippi
My Commission Expires: _____
MISSISSIPPI STATEWIDE NOTARY PUBLIC
MY COMMISSION EXPIRES OCT. 29, 1999
BONDED THRU STEGALL NOTARY SERVICE

STATE OF MISSISSIPPI)
COUNTY OF JACKSON)

(COLORADO ACKNOWLEDGEMENT)

The foregoing instrument was acknowledged before me on the _____ day of _____, 1996, by DEWEY H. LANE.

(SEAL)

Notary Public in and for the State of Mississippi
My Commission Expires: _____

STATE OF MISSISSIPPI)
COUNTY OF JACKSON)

(COLORADO ACKNOWLEDGEMENT)

The foregoing instrument was acknowledged before me on the _____ day of _____, 1996, by _____, as _____ of SURGICAL ASSOCIATES PROFIT SHARING TRUST, on behalf of such Trust.

(SEAL)

Notary Public in and for the State of Mississippi
My Commission Expires: _____

This instrument prepared by:

SALLY Y. FARRIS
514 S. PASCAGOULA STREET
PASCAGOULA, MS 39567

EXHIBIT "A"

Attached to and made a part of that certain
Assignment and Conveyance Between
Dewey H. Lane and Surgical Associates Profit Sharing Trust, as Assignor
and L & L Investments, Inc., as Assignee
Dated Effective JAN. 15, 1996

State: ALABAMA
Counties: Jefferson, Tuscaloosa, Bibb and Shelby

All of the property and interests located in the above State and Counties which are described, conveyed or reserved in the instrument(s) set forth below, and all additional rights, titles and interests, if any, owned by Assignor in and to such Subject Property and interests, whether acquired pursuant to such instrument(s) listed, or otherwise, together with all rights appurtenant to the Subject Property described in such instrument(s):

<u>Instrument</u>	<u>Date</u>	<u>Grantor</u>	<u>Grantee</u>	<u>Recording References</u>
Assignment, Bill of Sale and Conveyance	3/20/96	McKenzie Methane Corp.	Dewey Lane, and Surgical Associates Profit Shar. Trust	REAL 1139, Pg.631-660 State of AL. County of Jefferson
Partial Assignment	10/25/93	McKenzie Methane Corp.	Dewey Lane, and Surgical Associates Profit Shar. Trust	REAL 997, Pg.936-952 State of AL. County of Jefferson
Assignment, Bill of Sale and Conveyance	3/96	McKenzie Methane Corp.	Dewey Lane, and Surgical Associates Profit Shar. Trust	Instrument #1996-08786 State of AL. County of Shelby

Inst # 1996-39562

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01:02 PM CERTIFIED
SHELBY COUNTY JUDGE OF PROBATE
003 NCD 13.50