

Prepared by: Clay Dickinson, GeoMet, Inc., 5336 Stadium Trace Parkway, Suite 206, Birmingham, AL 35244

## PARTIAL ASSIGNMENT

STATE OF ALABAMA           §  
                                          §       **KNOW ALL MEN BY THESE PRESENTS:**  
COUNTIES OF SHELBY  
AND BIBB                   §

This agreement made and entered into this 1<sup>st</sup> day of November, 2006, by and between **GEOMET, INC.**, a Delaware corporation, whose address is 5336 Stadium Trace Parkway, Suite 206, Birmingham, Alabama 35244, hereinafter referred to as "**Assignor**" and **CDX Bishop Creek, LLC**, a Texas limited Liability company, whose address is 200 Chase Park South, Suite 100, Hoover, Alabama 35244, hereinafter referred to as "**Assignee**".

For and in consideration of Ten Dollars (\$10.00), the mutual covenants herein contained and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Assignor does hereby grant, bargain, assign and convey unto Assignee all of Assignor's right, title and interest in and to the leases described on the attached Exhibit "A" hereto (the "Leases"), only insofar as the Leases cover the lands (the "Lands"), all as more particularly described on the attached Exhibit "A" hereto.

Assignor warrants and will defend title to the lease acreage herein assigned against any person claiming by, through, or under Assignor, but not otherwise.

Assignee agrees to fully defend, protect, indemnify and hold harmless Assignor, and its employees and agents, from and against each and every claim, demand, action, cause of action, or lawsuit, and any liability, cost, expense, damage or loss, including court costs and attorney's fees, that may be asserted against Assignor or Assignee, including Assignee's employees and agents, arising from or on account of any operations conducted by Assignee, or caused or permitted to be conducted by Assignee on or in connection with the Lands.

From and after the effective date of this Partial Assignment, Assignee and subsequent holders of the working interest shall be liable for and shall assume all obligations and perform all duties resulting from the ownership of the Lease or imposed by the lessor or the Lease or by any governmental authority asserting jurisdiction over the acreage covered by the Lease, or any other obligations arising under applicable laws and regulations pertaining to the status of well sites.

The terms, covenants and conditions hereof shall be binding upon and shall inure to the benefit of Assignor and Assignee, and their respective successors and assigns; and such terms, covenants and conditions shall be covenants running with the interests assigned and with each conveyance thereof.

IN WITNESS WHEREOF, this partial assignment is executed and effective for all purposes as of the 1<sup>st</sup> date of November, 2006.

ASSIGNEE:

CDX Bishop Creek, LLC

Paul D. Gerome

By: Paul D. Gerome

Its: Vice President

ASSIGNOR:

GeoMet, Inc.

J. Neil Walden, Jr.

By: J. Neil Walden, Jr.

Its: J. Neil Walden, Jr., Vice President

APPROVED:

M. Barnett Lawley  
By: M. Barnett Lawley, Commissioner

STATE OF ALABAMA

Department of Conservation  
and Natural Resources

STATE OF ALABAMA

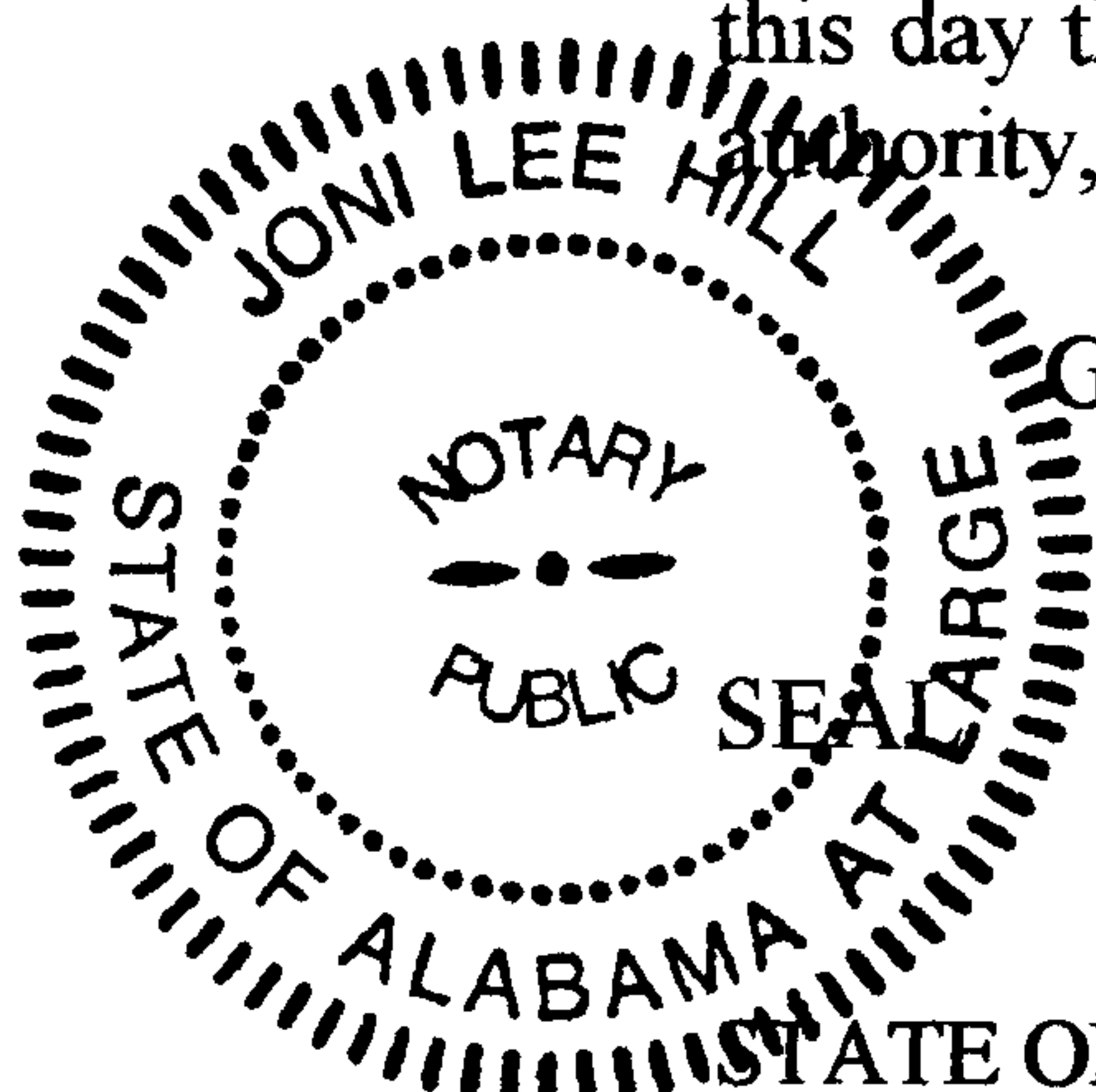
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COUNTY OF SHELBY

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Before me, the undersigned authority, appeared Paul D. Gerome whose name as Vice President of CDX Bishop Creek, LLC a Texas limited liability company, is signed to the foregoing instrument, and who is known to me, and acknowledged on this day that, being informed of the contents of such instrument, he, as such officer and with full authority, executed the same voluntarily for and as the act of said limited liability company.



Given under my hand and official seal, this the 14<sup>th</sup> day of November 2006.

my commission expires 10-20-09

Joni Lee Hill  
Notary Public

STATE OF ALABAMA at large

COUNTY OF JEFFERSON

I, the undersigned, a Notary Public in and for said County in said State, hereby certify that J. Neil Walden, Jr. whose name as Vice President of GeoMet, Inc., a Delaware Corporation, is signed to the foregoing, and who is known to me, acknowledged before me on this day that, being informed of the contents of the foregoing, he as such officer and with full authority executed the same voluntarily for and as the act of said corporation on the day the same bears date.

Given under my hand this 1<sup>st</sup> day of November, 2006.

My Commission Expires:

3-16-08

Bette Nelson  
Notary Public

**Exhibit "A"**

**attached to and made a part of that certain Assignment dated the 1st day of November, 2006, between GEOMET, INC., as Assignor, and CDX Bishop Creek, LLC, as Assignee.**

The acreage assigned consists of all the beds and bottoms of the streams more particularly described as follows:

(Tract 2) That portion of the beds and bottoms described in State of Alabama, Department of Conservation and Natural Resources Coalbed Methane Lease No. 38, dated August 28, 2006, more particularly described as follows:

All of the beds and bottoms of the Cahaba River located in Bibb County, Alabama,  
Township 22 South, Range 5 West;

Fractional Section 27: All, containing 6.1 acres, more or less.

(Tract 3) That portion of the beds and bottoms described in State of Alabama, Department of Conservation and Natural Resources Coalbed Methane Lease No. 39, dated August 28, 2006, more particularly described as follows:

All of the beds and bottoms of the Cahaba River located in Bibb County, Alabama,  
Township 22 South, Range 5 West;

Section 14: NW/4, containing 14.457 acres, more or less.

Section 15: All, containing 19.3 acres, more or less.

(Tract 4) That portion of the beds and bottoms described in State of Alabama, Department of Conservation and Natural Resources Coalbed Methane Lease No. 40, dated August 28, 2006, more particularly described as follows:

All of the beds and bottoms of the Cahaba River located in Bibb County, Alabama,  
Township 22 South, Range 5 West;

Section 11: All, containing 28.9 acres, more or less.

Section 02: SW/4 SE/4; W/2 W/2; and NE/4 NW/4, containing 28.458 acres,  
more or less.

Section 03: All, containing 14.3 acres, more or less.

(Tract 5) That portion of the beds and bottoms described in State of Alabama, Department of Conservation and Natural Resources Coalbed Methane Lease No. 41, dated August 28, 2006, more particularly described as follows:

All of the beds and bottoms of the Cahaba River located in Bibb and Shelby Counties, Alabama,  
Township 22 South, Range 5 West;

Section 02: NE/4 NW/4, containing 0.121 acres, more or less.

Township 21 South, Range 5 West;

Section 35: All, containing 34.6 acres, more or less.

Section 26: SW/4 SE/4; and NE/4, containing 9.338 acres, more or less.

All of the beds and bottoms of the Shades Creek located in Bibb and Shelby Counties, Alabama,  
Township 21 South, Range 5 West;

Section 26: NE/4, containing 7.7 acres, more or less.

(Tract 6) That portion of the beds and bottoms described in State of Alabama, Department of Conservation and Natural Resources Coalbed Methane Lease No. 42, dated August 28, 2006, more particularly described as follows:

All of the beds and bottoms of the Cahaba River located in Shelby County, Alabama,  
Township 21 South, Range 5 West;

Section 25: NE/4 SW/4; SW/4 SW/4; E/2 SE/4; and NW/4 SE/4, containing  
13.195 acres, more or less.

Section 26: SE/4 SE/4, containing 5.2 acres, more or less.

Section 35: E/2 NE/4, containing 7.6 acres, more or less.

Section 36: NW/4 NW/4; and E/2 NE/4, containing 9.727 acres, more or less.

(Tract 7) That portion of the beds and bottoms described in State of Alabama, Department of Conservation and Natural Resources Coalbed Methane Lease No. 43, dated August 28, 2006, more particularly described as follows:

All of the beds and bottoms of the Cahaba River located in Shelby County, Alabama,  
Township 21 South, Range 5 West;

Section 25: NE/4 NE/4, containing 0.6 acres, more or less.

Township 21 South, Range 4 West;

Section 19: SW/4; NW/4 SE/4; and W/2 NE/4, containing 18.707 acres, more or  
less.

Section 30: NW/4 NW/4, containing 8.21 acres, more or less.

(Tract 8) That portion of the beds and bottoms described in State of Alabama, Department of Conservation and Natural Resources Coalbed Methane Lease No. 44, dated August 28, 2006, more particularly described as follows:

All of the beds and bottoms of the Cahaba River located in Shelby County, Alabama,  
Township 21 South, Range 4 West;

Section 17: W/2 SW/4; and S/2 SE/4, containing 16.6 acres, more or  
less.

Section 16: All, containing 20.3 acres, more or less.

(Tract 10) That portion of the beds and bottoms described in State of Alabama, Department of Conservation and Natural Resources Coalbed Methane Lease No. 46, dated August 28, 2006, more particularly described as follows:

All of the beds and bottoms of the Cahaba River located in Shelby County, Alabama,  
Township 21 South, Range 4 West;

Section 03: S/2, containing 14.113 acres, more or less.

**Above total acres conveyed in Tracts 2-8 and Tract 10, being 277.526 acres, more or less.**