

AMENDMENT OF PARTIAL ASSIGNMENT

THE STATE OF ALABAMA §

COUNTY OF SHELBY §

Reference is hereby made for all purposes to that certain Partial Assignment, dated December 19, 1989, and recorded in Book 284, Page 01 of the Records of Judge of Probate, Shelby County, Alabama, hereinafter called "said Assignment", between MCKENZIE METHANE CORPORATION, hereinafter called "Assignor", and SG METHANE COMPANY, THE NORTHWESTERN MUTUAL LIFE INSURANCE COMPANY, AND SMITH-GORDY METHANE COMPANY, hereinafter collectively called "Assignee", whereby Assignor did BARGAIN, GRANT, SELL, TRANSFER, ASSIGN AND CONVEY unto Assignee undivided interests in and to the leases described on the Exhibit "A" attached thereto.

Assignor and Assignee consider it to be mutually desirable and advantageous that said Assignment be amended as hereinafter set forth.

NOW, THEREFORE, in consideration of the premises Assignor and Assignee do hereby amend said Assignment by deleting

the Exhibit "A" attached to said Assignment in its entirety and substituting therefor the Exhibit "A" attached hereto. To the extent necessary to give effect to the foregoing, each of Assignor and Assignee assign and convey unto the other a sufficient interest in the leases and lands covered by the said Assignment and this Amendment; provided that no double assignment of any lands, leases or interests to any party shall occur or be deemed to have occurred merely by execution of this instrument.

Except as specifically amended herein said Assignment shall remain unchanged and in full force and effect.

IN WITNESS WHEREOF, the undersigned have executed this instrument this 1st day of August, 1991, and same shall be effective as of the date of said Assignment.

WITNESSES:

Rosey Swain
David U. Snyder

Shannon J. Wagnon
Andrea L. Hebert

Patricia G. She
Christina J. She

Shannon J. Wagnon
Andrea L. Hebert

ASSIGNOR:

MCKENZIE METHANE CORPORATION

BY: Michael McKenzie, President

ASSIGNEE:

SG METHANE COMPANY

BY: Russell D. Gordy, Managing Partner

THE NORTHWESTERN MUTUAL LIFE
INSURANCE COMPANY

BY: A. Kipp Koester, Vice President

SMITH-GORDY METHANE COMPANY

BY: Russell D. Gordy, Managing Partner

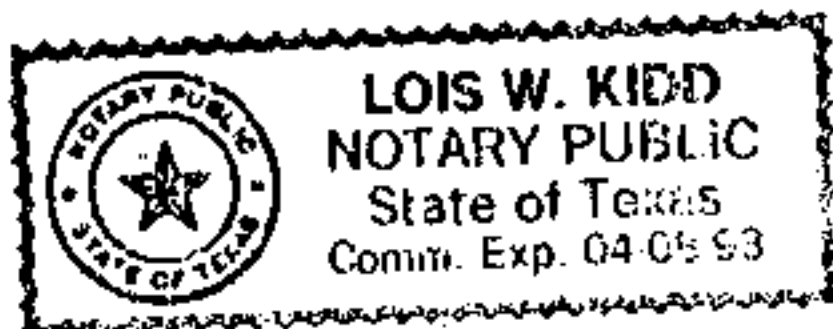


STATE OF TEXAS §

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, a Texas corporation, is signed to the foregoing Amendment of Partial Assignment, and who is known to me, acknowledged before me on this day that, being informed of the contents of said Amendment of Partial 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 12th day of November 1991.



Lois W. Kidd
Notary Public

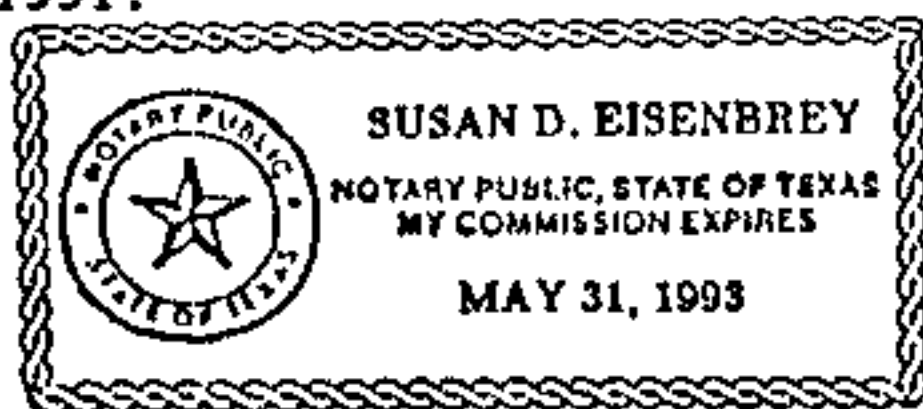
My Commission Expires: _____

STATE OF TEXAS §

COUNTY OF HARRIS §

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that Russell Gordy, whose name as Managing Partner of SG Methane Company, a Texas Joint Venture, is signed to the foregoing Amendment of Partial Assignment, and who is known to me, acknowledged before me on this day that, being informed of the contents of said Amendment of Partial Assignment, he, as such Managing Partner 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 25th day of November 1991.



Susan D. Eisenbrey
Notary Public

My Commission Expires: _____

STATE OF WISCONSIN §

COUNTY OF MILWAUKEE §

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that A. King Koester, whose name as Vice President of The Northwestern Mutual Life Insurance Company, a Wisconsin corporation, is signed to the foregoing Amendment of Partial Assignment, and who is known to me, acknowledged before me on this day that, being informed of the contents of said Amendment of Partial 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 25 day of November, 1991.

Mark C. Byla
Notary Public

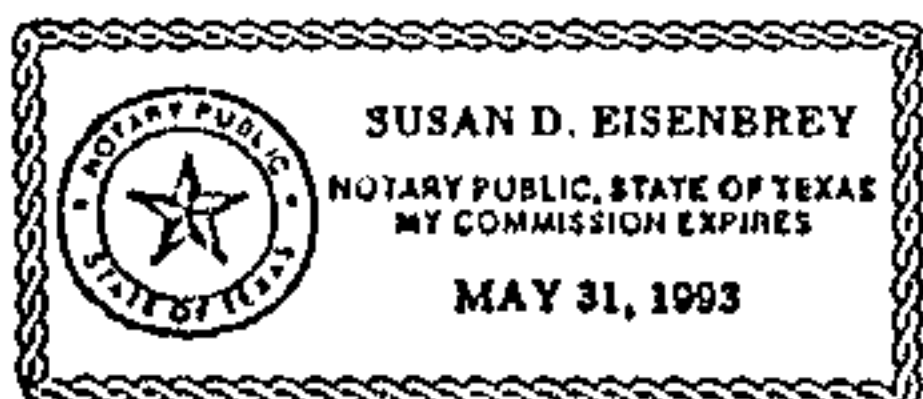
My Commission Expires: is permanent

STATE OF TEXAS §

COUNTY OF HARRIS §

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that Russell Gordy, whose name as Managing Partner of Smith-Gordy Methane Company, a Texas Joint Venture, is signed to the foregoing Amendment of Partial Assignment, and who is known to me, acknowledged before me on this day that, being informed of the contents of said Amendment of Partial Assignment, he, as such Managing Partner 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 25th day of November 1991.



Susan D. Eisenbrey
Notary Public

My Commission Expires: _____

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sm/land/assignment/sg/amendmnt.she

EXHIBIT A

Attached to and made a part of Amendment of Partial Assignment dated August 1, 1991 between McKenzie Methane Corporation, as Assignor, and SG Methane Company, et al, as Assignee.

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)

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

All of the following property lies in Shelby County, Alabama. Each tract consists of 80 acres, more or less, unless indicated otherwise.

TOWNSHIP 21 SOUTH, RANGE 4 WEST:

TRACT 1 (AL2 978)

W/2 of SE/4 of Section 33

TRACT 2 (AL2 979)

E/2 of SE/4 of Section 33

TRACT 3 (AL2 976)

W/2 of NE/4 of Section 33

TRACT 4 (AL2 977)

E/2 of NE/4 of Section 33

TRACT 5 (AL2 1524)

W/2 of SW/4 of Section 34

TRACT 6 (AL2 981)

W/2 of NW/4 of Section 34

TRACT 7 (AL2 982)

SE/4 of NW/4, SW/4 of NE/4 of Section 34

TRACT 8 (AL2 1903)

N/2 of NE/4 of Section 35

TRACT 9 (AL2 975)

W/2 of SW/4 of Section 28

TRACT 10 (AL2 1989)

W/2 of SE/4 of Section 28

TRACT 11 (AL2 971)

W/2 of NW/4 of Section 28

TRACT 12 (AL2 972)

E/2 of NW/4 of Section 28

TRACT 13 (AL2 970)

W/2 of NE/4 of Section 28
(AL2 600)

TRACT 14 (AL2 973)

E/2 of NE/4 of Section 28

TRACT 15 (AL2 1560)

W/2 of NW/4 of Section 27

TRACT 16 (AL2 966)

W/2 of NE/4 of Section 27

TRACT 17 (AL2 968)

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

TRACT 18 (AL2 969)

W/2 of SE/4 of Section 27

TRACT 19 (AL2 963)

W/2 of SW/4 of Section 26

TRACT 20 (AL2 964)

E/2 of SW/4 of Section 26

TRACT 21 (AL2 962)

W/2 of SE/4 of Section 26

TRACT 22 (AL2 959)

W/2 of NW/4 of Section 26

TRACT 23 (AL2 960)

E/2 of NW/4 of Section 26

TRACT 24 (AL2 958)

W/2 of NE/4 of Section 26

TRACT 25 (AL2 961)

E/2 of NE/4 of Section 26

TRACT 26 (AL2 940)

E/2 of SW/4 of Section 22

TRACT 27 (AL2 939)

W/2 of SE/4 of Section 22

TRACT 28 (AL2 941)

E/2 of SE/4 of Section 22

TRACT 29 (AL2 952)

SE/4 of NW/4, SW/4 of NE/4
Section 22

TRACT 30 (AL2 951)

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

TRACT 31 (AL2 938)

SE/4 of NE/4 of Section 22,
being 40 acres, more or less.

TRACT 32 (AL2 942)

W/2 of SW/4 of Section 23

TRACT 33 (AL2 955)

E/2 of NW/4 of Section 23

TRACT 34 (AL2 954)

W/2 of NE/4 of Section 23

TRACT 35 (AL2 956)

E/2 of NE/4 of Section 23

TRACT 36 (AL2 928)

W/2 of NW/4 of Section 24

TRACT 37 (AL2 957)

E/2 of NW/4 of Section 24

TRACT 38 (AL2 915)

W/2 of NE/4 of Section 14

TRACT 39 (AL2 934)

NE/4 of SE/4 of Section 10,
being 40 acres, more or less.

TRACT 40 (AL2 1923)

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

TRACT 41 (AL2 917)

S/2 of SE/4 of Section 10

TRACT 42 (AL2 914)

W/2 of SW/4 of Section 11

TRACT 43 (AL2 948)

E/2 of SW/4 of Section 11

TRACT 44 (AL2 916)

W/2 of NE/4 of Section 11

TRACT 45 (AL2 900)

N/2 of SE/4 of Section 11

TRACT 46 (AL2 913)

S/2 of SE/4 of Section 11

TRACT 47 (AL2 922)

W/2 of SW/4 of Section 12

TRACT 48 (AL2 924)

E/2 of SW/4 of Section 12

TRACT 49 (AL2 925)

E/2 of SE/4 of Section 12

TRACT 50 (AL2 908)

W/2 of NW/4 of Section 12

TRACT 51 (AL2 920)

E/2 of NW/4 of Section 12

TRACT 52 (AL2 919)

W/2 of NE/4 of Section 12

TRACT 53 (AL2 921)

E/2 of NE/4 of Section 12

TRACT 54 (AL2 903)

The SW diagonal half of the
SW/4 of Section 13

TRACT 55 (AL2 1502)

E/2 of SW/4 of Section 1

TRACT 56 (AL2 1501)

W/2 of SE/4 of Section 1

TRACT 57 (AL2 1503)

E/2 of SE/4 of Section 1

TRACT 58 (AL2 1519)

E/2 of NE/4 of Section 1

TOWNSHIP 21 SOUTH, RANGE 3 WEST

TRACT 59 (AL2 930)

W/2 of SW/4 of Section 7

TRACT 60 (AL2 932)

E/2 of SW/4 of Section 7

TRACT 61 (AL2 933)

E/2 of SE/4 of Section 7

TRACT 62 (AL2 926)

W/2 of NW/4 of Section 7

TRACT 63 (AL2 927)

W/2 of NE/4 of Section 7

TRACT 64 (AL2 946)

W/2 of SW/4 of Section 8

TRACT 65 (AL2 945)

W/2 of NW/4 of Section 8

TRACT 66 (AL2 1504)

W/2 of SW/4 of Section 6

TRACT 67 (AL2 1505)

E/2 of SW/4 of Section 6

TRACT 68 (AL2 1507)

E/2 of SE/4 of Section 6

END OF EXHIBIT A

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STATE OF ALA. SHELBY CO.
I CERTIFY THIS
INSTRUMENT WAS FILED

91 NOV 26 AM 10:16

William H. Montgomery Jr.
JUDGE OF PROBATE

1. Deed Tax	\$	
2. Mig. Tax	\$	
3. Recording Fee	\$	15.00
4. Indexing Fee	\$	3.00
5. No Tax Fee	\$	
6. Certified Fee	\$	1.00
Total	\$	19.00

sm/land/assign/sg/cahaba12.89

(AL2 600)