

AMENDMENT OF PARTIAL ASSIGNMENT

THE STATE OF ALABAMA §

COUNTY OF SHELBY §

Reference is hereby made for all purposes to that certain Partial Assignment, dated March 20, 1990, and recorded in Book 287, Page 475 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 Swales  
David D. Snyder

Shannon J. Wagon  
Andrea R. Hebert

Patricia A. Sheg  
Christina

Shannon J. Wagon  
Andrea R. 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

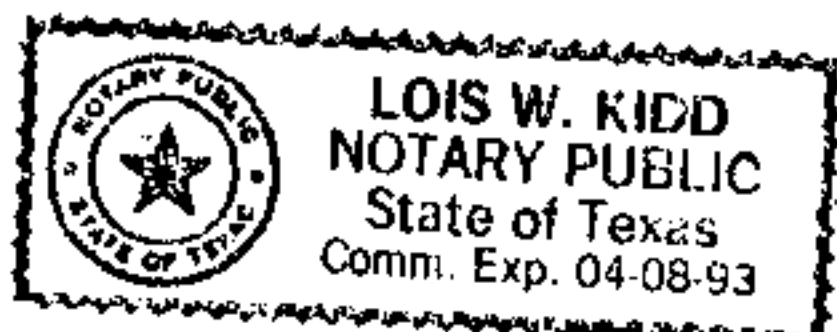


STATE OF TEXAS §

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 12<sup>th</sup> day of November 1991.



Lois W. Kidd  
Notary Public

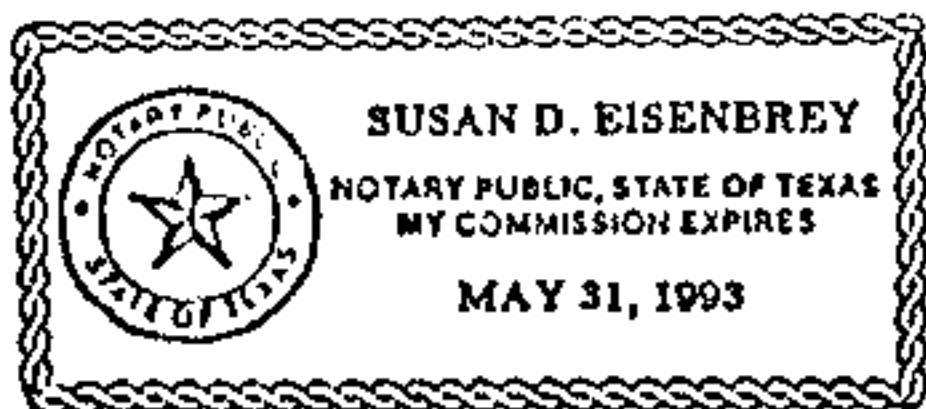
My Commission Expires: \_\_\_\_\_

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 25<sup>th</sup> 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. Hipp Russell, 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.

Michael R. G.  
Notary Public

My Commission Expires: is permanent

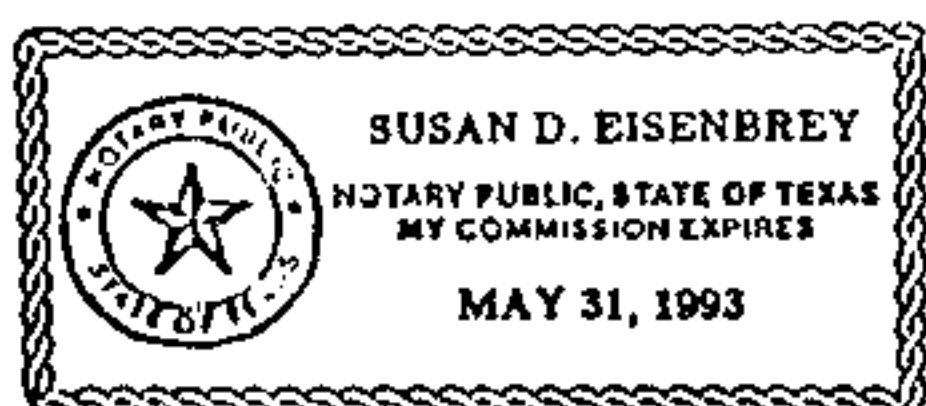
BOOK 374 PAGE 830

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: \_\_\_\_\_

BOOK 374 PAGE 831

sm/land/assignment/sg/ada12602

(AL2 602)

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 February 19, 1989, 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 below.

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

TOWNSHIP 21 SOUTH - RANGE 4 WEST:

Tract 1 (AL2 1743)

E/2 of NW/4 of Section 32

Tract 2 (AL2 983)

W/2 of SE/4 of Section 34

Tract 3 (AL2 986)

NW Diagonal/2 of SW/4 of Section 35

Tract 4 (AL2 985)

SE/4 of NW/4 of Section 35, being 40 acres, more or less.

Tract 5 (AL2 984)

N/2 of NW/4 of Section 35

Tract 6 (AL2 980)

N/2 of NE/4 of Section 34

Tract 7 (AL2 1537)

SE/4 of SE/4 of Section 30, SW/4 of SW/4 of Section 29

Tract 8 (AL2 1746)

W/2 of SE/4 of Section 29

(AL2 602)

TOWNSHIP 21 SOUTH - RANGE 4 WEST CONT'D:

Tract 9 (AL2 1547)

E/2 of SE/4 of Section 28

Tract 10 (AL2 1521)

W/2 of SW/4 of Section 27

Tract 11 (AL2 1525)

E/2 of SW/4 of Section 27

Tract 12 (AL2 1561)

E/2 of SE/4 of Section 27

Tract 13 (AL2 1526)

E/2 of NW/4 of Section 27

Tract 14 (AL2 1748)

E/2 of NE/4 of Section 29

Tract 15 (AL2 1535)

W/2 of NE/4 of Section 29

Tract 16 (AL2 1540)

E/2 of SW/4 of Section 20

Tract 17 (AL2 1550)

E/2 of SE/4 of Section 20

Tract 18 (AL2 1749)

E/2 of SW/4 of Section 21

Tract 19 (AL2 1751)

W/2 of SW/4 of Section 22

Tract 20 (AL2 1752)

E/2 of SW/4 of Section 23

Tract 21 (AL2 1541)

W/2 of SE/4 of Section 23

Tract 22 (AL2 1542)

E/2 of SE/4 of Section 23

TOWNSHIP 21 SOUTH - RANGE 4 WEST CONT'D:

Tract 23 (AL2 1538)

W/2 of SW/4 of Section 24

Tract 24 (AL2 1539)

E/2 of SW/4 of Section 24

Tract 25 (AL2 1599)

W/2 of NW/4 of Section 22

Tract 26 (AL2 937)

W/2 of NW/4 of Section 23

Tract 27 (AL2 1793)

E/2 of NE/4 of Section 21

Tract 28 (AL2 1756)

N/2 of NW/4 of Section 21

Tract 29 (AL2 1551)

W/2 of SW/4 of Section 1

Tract 30 (AL2 1520)

W/2 of NE/4 of Section 1

Tract 31 (AL2 1529)

E/2 of NW/4 of Section 1

Tract 32 (AL2 1530)

W/2 of NW/4 of Section 1

TOWNSHIP 21 SOUTH - RANGE 3 WEST:

Tract 33 (AL2 1528)

W/2 of SW/4 of Section 5

Tract 34 (AL2 1628)

E/2 of NW/4 of Section 5

Tract 35 (AL2 1522)

E/2 of NE/4 of Section 6

TOWNSHIP 21 SOUTH - RANGE 3 WEST CONT'D:

Tract 36 (AL2 1546)

W/2 of NE/4 of Section 6

Tract 37 (AL2 1545)

E/2 of NW/4 of Section 6

Tract 38 (AL2 1549)

W/2 of NW/4 of Section 6

TOWNSHIP 20 SOUTH - RANGE 3 WEST:

Tract 39 (AL2 1605)

W/2 of SE/4 of Section 31

Tract 40 (AL2 1759)

E/2 of SE/4 of Section 31

BOOK 374 PAGE 835

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

91 NOV 26 AM 10:18

*Thomas H. Henderson Jr.*  
JUDGE OF PROBATE

1. Deed Tax	\$	—
2. Mtg. Tax	\$	—
3. Recording Fee	\$	17.50
4. Indexing Fee	\$	3.00
5. No Tax Fee	\$	—
6. Certified Fee	\$	1.00
Total	\$	21.50