



acreage so pooled or unitized in the particular unit involved; provided, however, that if allocation of production in any such pool or unit is made by governmental authority having jurisdiction of the premises on some basis other than a surface acreage basis, the basis of allocation determined by such governmental authority shall be controlling with respect to said overriding royalty.

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 and the terms, conditions, obligations, and provisions set forth in said Leases. The interests herein assigned are further subject to the provisions of any and all agreements binding on Assignor and the respective Assignees to the extent that the same burden the undivided interest 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 Assignees, 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 interest therein.

This Partial Assignment shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

IN WITNESS WHEREOF, the undersigned have executed this instrument this 25<sup>th</sup> day of May, 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:

[Signature]  
[Signature]

ASSIGNOR:

MCKENZIE METHANE CORPORATION

BY: [Signature]  
J. Clyde Haines, Vice President

ASSIGNEE:

SG METHANE COMPANY

BY: [Signature]  
Russell D. Gordy, Managing Partner

THE NORTHWESTERN MUTUAL LIFE INSURANCE COMPANY

BY: [Signature]  
A. Kipp Koester  
VICE PRESIDENT

SMITH-GORDY METHANE COMPANY

BY: [Signature]  
Russell D. Gordy, Managing Partner

LeeAnn Purcell Andersen  
Marya Holloway

Suzette M. Shue  
Christina Sipp

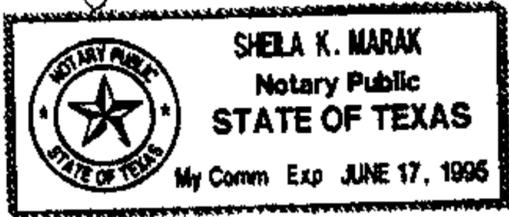
LeeAnn Purcell Andersen  
Marya Holloway

STATE OF TEXAS )

COUNTY OF HARRIS )

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that J. Clyde Haines, whose name as Vice President of McKenzie Methane Corporation, a Texas 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 25<sup>th</sup> day of May, 1993.



Sheela K. Marak  
Notary Public

My Commission Expires: June 17, 1996

STATE OF TEXAS)

COUNTY OF HARRIS)

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that Russell D. Gordy, whose name as Managing Partner of SG Methane Company and Smith Gordy Methane Company, Texas joint ventures, 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 on the date the same bears date.

Given under my hand and official seal this the 6<sup>th</sup> day of July, 1993.



Susan D. Eisenbrey  
Notary Public

My Commission Expires: 5-31-97

STATE OF WISCONSIN)

COUNTY OF MILWAUKEE)

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that A. Klipp Koester, whose name as VICE PRESIDENT of The Northwestern Mutual Life Insurance Company, a Wisconsin 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 on the date the same bears date.

Given under my hand and official seal this the 20<sup>th</sup> day of July, 1993.

Patricia A. Shely  
Notary Public

My Commission Expires: 4-21-96

sm/land/assign/sg/sgnw.1%

EXHIBIT A

Attached to, and made a part of Partial Assignment dated May 25<sup>th</sup>, 1993 between McKenzie Methane Corporation, as Assignor, and SG Methane Company, et al, as Assignee.

CAHABA AREA

Oil, Gas and Mineral Lease dated March 20, 1990 between John E. Shepherd and wife, Anne T. Shepherd, as Lessor, and McKenzie Methane Corporation, as Lessee, recorded in Book 305, Page 551 in the Office of the Judge of Probate of Shelby County, Alabama. (0102 018)

Oil, Gas and Mineral Lease dated May 8, 1991 between Ethel S. Flowers, as Lessor, and McKenzie Methane Corporation, as Lessee, recorded in Book 347, Page 04 in the Office of the Judge of Probate of Shelby County, Alabama. (0102 022A)

Oil, Gas and Mineral Lease dated May 8, 1991 between Carol K. Powers and husband, Gary L. Powers, as Lessor, and McKenzie Methane Corporation, as Lessee, recorded in Book 347, Page 01 in the Office of the Judge of Probate of Shelby County, Alabama. (0102 022B)

Oil, Gas and Mineral Lease dated May 8, 1991 between Ann Knight Bridges, as Lessor, and McKenzie Methane Corporation, as Lessee, recorded in Book 347, Page 07 in the Office of the Judge of Probate of Shelby County, Alabama. (0102 022C)

Oil, Gas and Mineral Lease dated May 8, 1991 between Carlene W. Knight, as Lessor, and McKenzie Methane Corporation, as Lessee, recorded in Book 347, Page 10 in the Office of the Judge of Probate of Shelby County, Alabama. (0102 022D)

Oil, Gas and Mineral Lease dated August 15, 1991 between Wendy K. Cason, as Lessor, and McKenzie Methane Corporation, as Lessee, recorded in Book 363, Page 383 in the Office of the Judge of Probate of Shelby County, Alabama. (0102 022E)

Oil, Gas and Mineral Lease dated June 12, 1991 between Glenna S. Jarrette, et al, as Lessor, and McKenzie Methane Corporation, as Lessee, recorded in Book 362, Page 233 in the Office of the Judge of Probate of Shelby County, Alabama. (0102 024)

Oil, Gas and Mineral Lease dated May 6, 1992 between Macedonia Baptist Church South, as Lessor, and McKenzie Methane Corporation, as Lessee, Instrument #1992-10746 recorded in the Office of the Judge of Probate of Shelby County, Alabama. (0101 036)

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

All of said tracts are located in Shelby County, Alabama.

SHELBY COUNTY LEASES

Township 21 South, Range 4 West:

TRACT 1 (0102 982)

SW/4 of the NE/4 of Section 34, containing 40 acres more or less

TRACT 2 (0102 1915)

SE/4 of the NE/4 of Section 34, containing 40 acres more or less

Township 22 South, Range 4 West:

TRACT 3 (0102 1685)

9.32 acres in the E/2 of the NW/4 of Section 1

Township 22 South, Range 3 West:

TRACT 4 (0102 1673)

20 acres in the E/2 of the SE/4 of the SE/4 of Section 6

THIS INSTRUMENT PREPARED BY: Daniel Clark  
7880 San Felipe, Suite 100  
Houston, Texas 77063

Inst # 1993-23020

08/04/1993-23020  
04:26 PM CERTIFIED  
SHELBY COUNTY JUDGE OF PROBATE  
005 MCD 18.50

sm/land/exhibits/sgnw.ex