AGREEMENT:

NOW, THEREFORE, for and in consideration of the premises and the mutual promises and covenants contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, intending to be legally bound, the Parties hereto agree as follows:

I. AMENDMENT TO THE OIL AND GAS LEASE

1. Extension of Term. The provision number 18. EXTENSION OF TERM contained in the Oil and Gas Lease is hereby amended and replaced in its entirety, as follows:

> EXTENSION OF TERM: Lessor hereby grants unto Lessee, its successors and assigns, the exclusive option and right to extend the Primary Term of this Lease for up to five (5) additional terms of one (1) year each. If Lessee elects to exercise an option to extend this Lease, it shall pay Lessor the sum of Nine Hundred Seventy Seven Dollars and 40 Cents ($977.40) per net mineral acre owned by Lessor in the Leased Premises ("**Extension Payment**") on or before thirty (30) calendar days following the anniversary of the Lease Date. The Extension Payment may be made in currency, draft or Lessee's check, at the option of the Lessee. Tender thereof shall be deemed to have been properly made either to Lessor in person or by mailing the same to Lessor at their last known address or depositing in an account for the benefit of Lessor on or before thirty (30) calendar days following the anniversary of the Lease date. Upon tender of an Extension Payment to Lessor, the Primary Term of the Lease shall be extended for one (1) additional year.

2. Proportionate Payment. The following provision is hereby added to and made a part of the Oil and Gas Lease:

> PROPORTIONATE PAYMENT: In the event the Oil and Gas Lease contains a pugh or other clause that would cause any lands or formations of the Leased Premises to be released at the end of the Primary Term, Lessor and Lessee acknowledge and agree that any Extension Payment shall be reduced proportionately and made only upon the portion of the Leased Premises or formations thereof then not contained in one or more pooled units or otherwise extended pursuant to the terms of the Oil and Gas Lease. For example, and without limitation, if the oil and gas lease contains a pugh clause and comprises one hundred (100) acres and twenty five (25) acres are contained within a unit, the Extension Payment will be based upon seventy five (75) acres.

3. Signing Bonus. The following provision is hereby added to and made a part of the Oil and Gas Lease:

> SIGNING BONUS: As part of the consideration for this Amendment, Lessee agrees to pay to Lessor a one-time amount equal to Nine Hundred Seventy Seven Dollars and 40 Cents ($977.40) per net mineral acre of the Leased Premises owned by Lessor in the Leased Premises not already contained within a unit or otherwise extended pursuant to other provisions of the Oil and Gas Lease within one hundred twenty (120) calendar days from the Effective Date hereof. Lessor acknowledges and agrees that the payment in this paragraph 3 shall: (i) be credited for the benefit of the Lessee toward the first Extension Payment; (ii) constitute the first Extension Payment and (iii) be Lessee's election to exercise the first extension of the Primary Term for one (1) additional year. Any payment made by Lessee to Lessor hereunder is not refundable. Notwithstanding anything to the contrary, in the event it is determined that Lessor owns a lesser interest in oil and gas estate of the Leasehold than the entire or undivided fee simple interest therein, then the signing bonus, shall be paid to the Lessor only in the proportion which such interest bears to the whole and undivided fee.

4. Renewal of Primary Term. The RENEWAL OF PRIMARY TERM provision contained in that certain Addendum to Oil and Gas Lease, attached to and made a part of the Oil and Gas Lease as Exhibit "A", is hereby deleted in its entirety.

II. MISCELLANEOUS

1 Drilling Commitment/Early Termination of Lease. Lessor and Lessee each hereby acknowledge and agree that the DRILLING COMMITMENT/EARLY TERMINATION OF LEASE provision contained in that certain Addendum to Oil and Gas Lease, attached to and made a part of the Oil and Gas Lease as Exhibit "A", is fully satisfied and Lessee has exercised its option by properly and timely tendering payment to Lessee of the supplemental, nonrefundable bonus provided for to continue the Lease for an additional 2 years of primary term.

2 Effect. Lessor and Lessee each hereby ratify and confirm the Oil and Gas Lease and all of its terms and provisions to the full extent of Lessor's right, title and interest in and to the oil, gas and other minerals on or underlying the Leased Premises, and Lessor does hereby grant, lease and let the Leased Premises unto Lessee, and each acknowledge and agree that, except as herein specifically modified, the Oil and Gas Lease remains unmodified and in full force and effect, except that reference to "this Lease" or "this Oil and Gas Lease" or words of similar import in the Oil and Gas Lease or in this Amendment shall mean the Oil and Gas Lease as modified, revised and supplemented hereby. In the event of a conflict between any of the terms and conditions contained in this Amendment and the terms and conditions contained in the Oil and Gas Lease, the terms and provisions contained in this Amendment shall be controlling.

3 Further Assurances. At any time and from time to time, Lessor agrees to promptly and duly execute and deliver any and all such further instruments, endorsements, agreements, consents, affidavits, ratifications, assignments and other documents (including, without limitation, executing title curative documents, coal affidavits, permits, consents, waivers, and other documents), make such filings, give such notices, and take such further action as may reasonably be deemed necessary or convenient to carry out the provisions of this Amendment and the Oil and Gas Lease.

4 Counterparts. This Amendment may be executed in any number of counterparts and by the different Parties hereto on separate counterparts each of which when so executed and delivered shall be an original, but all of which shall together constitute one and the same instrument.

5 Entire Agreement. This Amendment (including Schedule I hereto) constitutes the entire agreement and understanding between the Parties with regard to the Amendment of the Oil and Gas Lease, superseding all prior and/or contemporaneous negotiations, discussions, agreements and understandings, whether written or oral, relating to such subject matter.

6 Defined Terms. Any capitalized terms that are not defined herein shall have the meaning given to such terms in the Oil and Gas Lease.

**[Remainder of Page Intentionally Left Blank.
Signature Page to Follow.]**