


Source of Title:

Bibb County: Real Property Book 173, Page 731
Shelby County: 20060707000326460
Tuscaloosa County: Mortgage Book 2006, Page 76846
UCC Book 2006, Page 5955.002
Walker County: DML Book 2022, Page 242

This Instrument was prepared by,
and when recorded should be returned to:
Vinson & Elkins L.L.P.
2001 Ross Avenue, Suite 3700
Dallas, Texas 75201
Attn: Susan D. Hamilton


20100920000309220 1/11 \$43.00
Shelby Cnty Judge of Probate, AL
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AMENDMENT TO MORTGAGE

STATE OF ALABAMA §
 § KNOW ALL MEN BY THESE PRESENTS
COUNTIES OF BIBB, SHELBY, §
TUSCALOOSA AND WALKER §

This Amendment to Mortgage (this "**Amendment**") is executed to be effective as of September 14, 2010, by **BANK OF AMERICA, N.A.**, acting in its capacity as Administrative Agent for Banks ("**Banks**") under and as defined in the Credit Agreement (as herein defined), and as Mortgagee ("**Mortgagee**") under and as defined in the Mortgage, and **GEOMET, INC.**, Delaware corporation, successor by merger to GeoMet, Inc, an Alabama corporation ("**Mortgagor**").

RECITALS:

WHEREAS, as security for the obligations and indebtedness of Mortgagor under that certain Third Amended and Restated Credit Agreement dated as of June 9, 2006 (as the same may have been previously amended or modified, the "**Prior Credit Agreement**"), among Mortgagor, as borrower, Mortgagee, as Administrative Agent, and the Banks named therein, Mortgagor executed that certain consolidated amended and restated mortgage, security agreement, financing statement and assignment of production more particularly described in

NOTES TO CLERK:

(1) THE MAXIMUM PRINCIPAL INDEBTEDNESS SECURED BY THAT CERTAIN CONSOLIDATED, AMENDED AND RESTATED MORTGAGE, SECURITY AGREEMENT, FINANCING STATEMENT AND ASSIGNMENT OF PRODUCTION DATED JUNE 9, 2006 ("**MORTGAGE**") HAS NOT CHANGED NOR DOES THIS INSTRUMENT EVIDENCE THE EXTENSION OR RENEWAL OF THE INDEBTEDNESS SECURED BY THE MORTGAGE;

(2) THIS IS AN AMENDMENT TO THE MORTGAGE THAT WAS RECORDED AS FOLLOWS: (A) IN BIBB COUNTY, ALABAMA IN REAL PROPERTY BOOK 173, PAGE 731 ON JULY 14, 2006, (B) IN SHELBY COUNTY, ALABAMA AS DOCUMENT NUMBER 20060707000326460 ON JULY 7, 2006, (C) IN TUSCALOOSA COUNTY, ALABAMA IN MORTGAGE BOOK 2006, PAGE 76846 AND UCC BOOK 2006, PAGE 5955.002 ON AUGUST 8, 2006, AND (D) IN WALKER COUNTY, ALABAMA AS INSTRUMENT NUMBER 285417, IN DML BOOK 2022, PAGE 242 ON JULY 17, 2006; AND

(3) MORTGAGE TAXES WERE PAID WITH THE RECORDING OF THE MORTGAGE AND THEREFORE NO ADDITIONAL MORTGAGE RECORDING TAX IS DUE.

Schedule 1 hereto (collectively, the “**Mortgage**”; all capitalized terms used but not otherwise defined herein shall have the meanings assigned to such terms in the Mortgage); and

WHEREAS, the Prior Credit Agreement has been amended and restated by that certain Fourth Amended and Restated Credit Agreement dated as of June 3, 2010 (as amended, modified, restated or supplemented from time to time, the “**Credit Agreement**”), by and among Mortgagor, as borrower, Mortgagee, as Administrative Agent, and Banks, which does not increase the Total Commitment thereunder; and

WHEREAS, Mortgagor and Mortgagee desire to amend the Mortgage as evidenced in this Amendment.

NOW, THEREFORE, in consideration of the premises and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto hereby agree as follows:

I.
AMENDMENTS TO MORTGAGE

Section 1.1 The Mortgage is hereby amended, effective as of the date hereof, as expressly set forth in this **Section 1.1**:

(a) The Mortgage is hereby amended to add thereto in alphabetical order the following definitions which shall read in full as follows:

“**Cash Management Obligations**” means liabilities of Mortgagor and its Subsidiaries owing to Mortgagee, any other Agent or to any Bank (or an Affiliate of a Bank in reliance on such Bank’s agreement to indemnify such Affiliate) relating to or arising out of the provision by Mortgagee, such Agent, such Bank or such Affiliate, as applicable, of Cash Management Products.

“**Cash Management Products**” means (a) cash and treasury management services (including, without limitation, controlled disbursement, automated clearinghouse transactions, return items, overdrafts, interstate depository network services, corporate card services and international wire services) and (b) services relating to the establishment and maintenance of deposit accounts.

(b) The definitions of the terms “**Affiliate**” and “**Loan Papers**” shall be deleted in their entirety and any occurrence of such terms in the Mortgage shall have the meaning given such terms in the Credit Agreement.

(c) The definitions of “**Credit Agreement**,” “**Hydrocarbons**,” “**Laws**,” “**Letter of Credit Exposure**,” “**Obligations**” and “**Person**” set forth in Section 1.1 of the Mortgage is hereby amended to read in their entirety as follows:

“**Credit Agreement**” shall mean that certain Fourth Amended and Restated Credit Agreement, dated as of June 3, 2010, by and

among Borrower, Mortgagee and Banks named therein, as the same may be amended, restated, supplemented or otherwise modified from time to time.

“Hydrocarbons” shall mean oil, gas, coal bed methane and occluded gasses, casinghead gas, drip gasolines, natural gasoline, condensate, distillate and all other liquid or gaseous hydrocarbons produced or to be produced in conjunction therewith, and all products, by-products and all other substances derived therefrom or the processing thereof, including, without limitation, all gas resulting from the in-situ combustion of coal or lignite.

“Laws” shall mean all applicable statutes, laws, ordinances, regulations, orders, writs, injunctions or decrees of any state, commonwealth, nation, territory, possession, county, township, parish, municipality or Governmental Authority.

“Letter of Credit Exposure” of any Bank shall mean, collectively as at any date of determination, such Bank’s aggregate participation in (a) the unfunded portion of Letters of Credit outstanding at any time, and (b) the funded but unreimbursed (by Mortgagor) portion of Letters of Credit outstanding at such time, including all extensions of credit resulting from a drawing under any Letter of Credit which have not been reimbursed on the date when made or refinanced as a Loan.

“Material Adverse Effect” shall mean a material adverse effect on (a) the assets, liabilities, financial condition, results of operations or prospects of Mortgagor and its Subsidiaries, taken as a whole, (b) the right or ability of Mortgagor or any of its Subsidiaries to fully, completely and timely perform its obligations under the Loan Papers, (c) the validity or enforceability of any Loan Papers against Mortgagor or any of its Subsidiaries (to the extent a party thereto), or (d) the validity, perfection or priority of any Lien on a material portion of the assets intended to be created under or pursuant to any Loan Paper to secure the Obligations.

“Obligations” shall mean, collectively, all present and future indebtedness, obligations and liabilities, and all renewals and extensions thereof, or any part thereof (regardless of whether such indebtedness, obligations and liabilities are direct, indirect, fixed, contingent, liquidated, unliquidated, joint, several or joint and several), of Mortgagor and its Subsidiaries to any Bank or any Affiliate of any Bank (a) arising pursuant to the Loan Papers, and all interest accrued thereon and costs, expenses and reasonable attorneys’ fees incurred in the enforcement or collection thereof, (b) arising under or in connection with any Hedge Transaction entered into between Mortgagor or any of its Subsidiaries and any



Bank or any Affiliate of any Bank, and (c) all amounts constituting Cash Management Obligations; provided, that if any Bank or any Affiliate of a Bank ceases to be either a Bank or an Affiliate of a Bank hereunder, "Obligations" shall only include indebtedness, obligations, and liabilities and all renewals and extensions thereof, or any part thereof, of Mortgagor to such Bank or such Affiliate of a Bank that arose from transactions entered into while such Bank was a Bank hereunder or while such Affiliate was an Affiliate of a Bank hereunder.

"Person" shall mean an individual, a corporation, a partnership, an association, a trust or any other entity or organization, including a government or political subdivision or an agency or instrumentality thereof.

(d) Each reference in the Mortgage to "Section 2.5(d) of the Credit Agreement" is amended to reference "Section 2.6(d) of the Credit Agreement."

(e) Article II(b) is amended to replace the term "Law" with the term "Laws."

(f) Article II(d) is amended and restated in its entirety to read as follows:

"the Hydrocarbons, coal, and other as-extracted collateral (as defined in the UCC), including inventory, which are in, under, upon, produced or to be produced by or attributable to the Lands;".

(g) Article III(d) is amended to delete the word "and" after the semi-colon.

(h) Article III(e) is amended to insert the word "and" after the semi-colon.

(i) Article III(e) is amended to insert the phrase "and any of its Subsidiaries" after each occurrence of the term "Mortgagor."

(j) Article III is amended to add a subsection (f) to read in full as follows:

(f) payment of any and all present or future obligations of Mortgagor relating to or arising out of the provision by any Agent or Bank or any such Agent's or Bank's Affiliates of Cash Management Products.

(k) Section 6.1 is amended to replace the term "Law" in the last line with the term "Laws."

(l) The first paragraph of Section 6.1(f) is amended to replace the term "Law" in the last line with the term "Laws."

(m) The third paragraph of Section 6.1(f) is amended to replace the two occurrences of the term "Law" in the first sentence with the term "Laws."



(n) Section 6.1(i) is amended to replace the term “Law” in the first sentence with the term “Laws.”

(o) Section 6.5 is amended to replace the term “Law” with the term “Laws.”

(p) Section 6.9 is amended to replace the term “Law” in the first sentence with the term “Laws.”

(q) Section 7.6 is amended to replace the term “Law” in the second sentence with the term “Laws.”

(r) Section 7.13 is amended to insert “Article II” immediately after the phrase “clauses (a) through (j) of.”

(s) Section 7.14 is amended to replace the notice address of Mortgagee with the following:

Bank of America, N.A.
100 Federal Street
MA5-100-09-08
Boston, Massachusetts 02110
Attn: Jeffrey H. Rathkamp
Fax: 617-434-7010

(t) The third sentence of Section 7.19 is amended to replace the first reference to the term “Borrower” with the phrase “Mortgagor or its Subsidiaries” and the second reference to the term “Borrower” with the phrase “Mortgagor and its Subsidiaries.”

(u) Except as expressly set forth in **Section 1.1** above, Mortgagor acknowledges and confirms that the Mortgage shall not be modified or amended in any respect and nothing contained herein shall be deemed to release, modify or impair the lien, security interest, assignment and pledge intended to be created by the Mortgage in any respect, all of which shall continue to secure the Obligations and all of which are hereby ratified and confirmed.

II.

REPRESENTATIONS AND WARRANTIES

Section 2.1 Mortgagor represents and warrants to Mortgagee that the execution, delivery and performance by Mortgagor of this Amendment are within Mortgagor’s corporate powers, have been duly authorized by all necessary corporate action, require no action by or filing with, any governmental body, agency or official and do not violate or constitute a default under any provision of applicable laws, rules, regulations or orders of any Governmental Authority applicable to Mortgagor or its property, or Material Agreement (as defined in the Credit Agreement) binding upon Mortgagor or result in the creation or imposition of any Lien upon any of the assets of Mortgagor other than the Liens securing the Obligations.

Section 2.2 Mortgagor hereby represents and warrants to Mortgagee that this Amendment constitutes the valid and binding obligation of Mortgagor enforceable in accordance with its terms, except as the enforceability thereof may be limited by bankruptcy, insolvency or

similar laws affecting creditors' rights generally, and the availability of equitable remedies may be limited by equitable principles of general application.

III. MISCELLANEOUS

Section 3.1 All of the terms and provisions of this Amendment shall, where applicable, run with the land and shall apply to, bind, and inure to the benefit of, the parties hereto and their respective successors and assigns.

Section 3.2 This Amendment may be executed in as many counterparts as may be deemed necessary or convenient, and by the different parties hereto on separate counterparts, each of which when so executed shall be deemed an original, but all such counterparts shall constitute but one and the same instrument.


Section 3.3 THIS AMENDMENT SHALL BE CONSTRUED IN ACCORDANCE WITH AND GOVERNED BY THE LAWS OF THE STATE OF ALABAMA AND THE LAWS OF THE UNITED STATES OF AMERICA, EXCEPT TO THE EXTENT THAT THE LAWS OF ANY STATE IN WHICH THE MORTGAGED PROPERTY IS LOCATED NECESSARILY GOVERNS THE VALIDITY, PERFECTION, PRIORITY AND ENFORCEABILITY, AND THE EXERCISE OF ANY REMEDIES WITH RESPECT TO ANY LIEN INTENDED TO BE CREATED BY THE MORTGAGE AS AMENDED HEREBY ON THE MORTGAGED PROPERTY LOCATED IN SUCH STATE.

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IN WITNESS WHEREOF, the parties have caused this Amendment to be executed by their duly authorized officers on the date set forth in their respective acknowledgments below to be effective as of the date first set forth above.

MORTGAGOR:
GEOMET, INC., a Delaware corporation

By: 
William C. Rankin,
Executive Vice President

The address of Mortgagor is:
909 Fannin Street, Suite 3208
Houston, Texas 77010
Attention: William C. Rankin

[Signature Page]



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ACKNOWLEDGMENT FOR MORTGAGOR

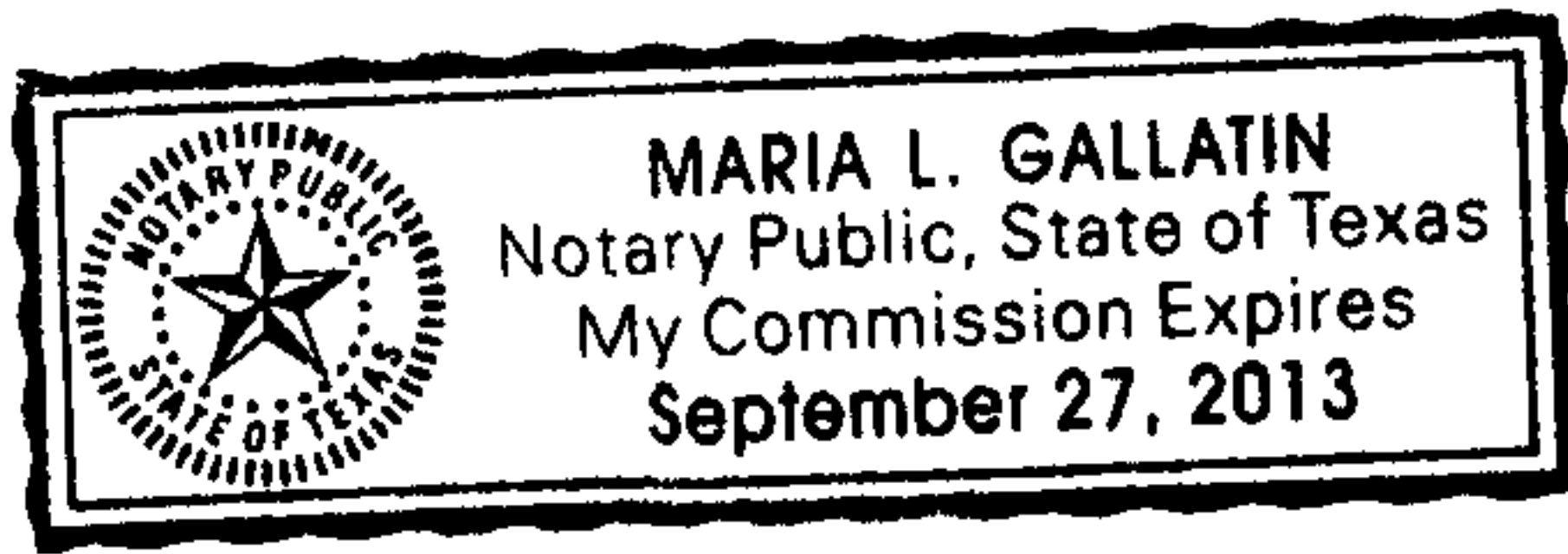
THE STATE OF TEXAS

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COUNTY OF HARRIS

I, the undersigned Notary Public in and for said County, in said State, hereby certify that William C. Rankin, whose name as Executive Vice President of GeoMet, Inc., a Delaware corporation, is signed to the foregoing instrument, and who is known to me, acknowledged before me on this day that, being informed of the contents of this instrument, he, as such officer and with full authority, executed the same voluntarily for and as the act of said corporation, acting in his capacity as Executive Vice President as aforesaid.

Given under my hand and official seal, this 13th day of September, 2010.



Maria L. Gallatin
Notary Public, State of Texas

My Commission Expires: 09-27-2013




MORTGAGEE:
BANK OF AMERICA, N.A.

By: _____
Jeffrey H. Rathkamp,
Managing Director

The address of Mortgagee is:

100 Federal Street
MA5-100-09-08
Boston, Massachusetts 02110
Attn: Jeffrey H. Rathkamp
Fax: 617-434-7010

[Signature Page]


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ACKNOWLEDGMENT F OR MORTGAGEE

COMMONWEALTH OF MASSACHUSETTS §
 §
COUNTY OF NORFOLK §

I, the undersigned Notary Public in and for said County, in said Commonwealth, hereby certify that Jeffrey H. Rathkamp, whose name as Managing Director of Bank of America, N.A., a national banking association, is signed to the foregoing instrument, and who is known to me, acknowledged before me on this day that, being informed of the contents of this instrument, he, as such managing director and with full authority, executed the same voluntarily for and as the act of said association, acting in his capacity as Managing Director as aforesaid.

Given under my hand and official seal, this 10th day of September, 2010 .

Chandrani Cole
Notary Public, Commonwealth of Massachusetts

My Commission Expires: August 12, 2014



SCHEDULE 1

MORTGAGE

Consolidated, Amended and Restated Mortgage, Security Agreement, Financing Statement and Assignment of Production dated June 9, 2006, from Mortgagor to Mortgagee, recorded as follows:

Filing Jurisdiction	File Number / Book. Page	Date Recorded
Bibb County, Alabama	Real Property Book 173, Page 731	July 14, 2006
Shelby County, Alabama	Document Number 20060707000326460	July 7, 2006
Tuscaloosa County, Alabama	Mortgage Book 2006, Page 76846 UCC Book 2006, Page 5955.002	August 8, 2006
Walker County, Alabama	Instrument Number 285417, DML Book 2022, Page 242	July 17, 2006