

**FIRST AMENDMENT OF
COAL SEAM GAS LEASE**

THIS AMENDMENT, entered into this 24th day of MARCH, 2003, by and between **UNITED STATES STEEL CORPORATION**, a Delaware corporation, successor (by conversion) to United States Steel, LLC and remote successor to USS Corporation, hereinafter referred to as "USS", and **GEOMET, INC.**, an Alabama corporation, hereinafter referred to as "Lessee".

WITNESSETH

WHEREAS, by Coal Seam Gas Lease dated April 9, 2002 (the "Lease"), USS granted Lessee the right to explore for and produce Coal Seam Gas as defined therein from certain USS lands located in Shelby and Bibb Counties, Alabama (said lands as described in said Lease are hereinafter referred to as the "**Leased Premises**"); and

WHEREAS, USS and Lessee desire to amend the Lease, in accordance with the terms and provisions provided below.

NOW THEREFORE, in consideration of the covenants and promises of Lessee, as expressed to be kept and performed in said Lease, and as expressed herein below, and intending to be legally bound, the parties hereto agree that said Lease, is hereby amended as follows:

1. The following described lands in which USS owns interests are hereby added to the Leased Premises.

GROUP NO. I - Lands in which USS owns all interests in surface and minerals.

Township 21 South, Range 4 West, Shelby County, Alabama

Section 2	North half of Section	320
	North half of the Southwest quarter	80
	West 30 acres of the Southwest quarter of the Southwest quarter	30
Section 3	East half of the Northeast quarter	80
Section 10	Northeast quarter.	160
	Northwest quarter of the South-East quarter	40
	West half of the section	320
Section 19	Southeast quarter of the Northeast quarter	40
	East half of the Southeast quarter	80
	Southwest quarter of the Southeast quarter	40
Section 20	North half of the Southeast quarter	80
	North half of the Southwest quarter of the Southeast quarter	20
	Southwest quarter of the Southwest quarter of the Southeast quarter	10
	Northwest diagonal half of the Southeast quarter of the Southwest quarter of the Southeast quarter	5
	Northeast quarter	160
	South half of the Northwest quarter	80
	Southwest quarter	160

Section 29	Southwest quarter	160
	South half of the Northwest quarter	80
	Northeast quarter of the Northwest quarter	40
Section 30	Southeast quarter of the Northwest quarter	40
	Southeast quarter of the Southeast quarter	40
	Northwest quarter of the Southeast quarter, except the	30
	Northeast quarter of the Northwest quarter of the	
	Southeast quarter.	
	That part of the Northeast quarter of the Southeast quarter	21.5
	Described as follows: Begin at the northeast corner of Lot	
	7 of Subdivision of the Booth Estate; thence south along	
	the east boundary of Lots 7 and 2 of said Subdivision to a	
	point in the south boundary of said quarter-quarter section	
	335.00 feet west of the southeast corner; thence west	
	along the south boundary to the southwest corner; thence	
	north along the west boundary 210.00 feet; thence east	
	parallel with the south boundary 334.80 feet to the west	
	boundary of Lot 3 of said Subdivision of the Booth Estate;	
	thence north along the west boundary of Lot 3 and also	
	along the west boundary of Lot 6 to the north boundary of	
	said quarter-quarter section; thence east along said north	
	boundary to point of beginning.	
Section 31	Northeast quarter	160
	North half of Southeast quarter	80
	North half of Northwest quarter	80
	Northwest quarter of Southwest quarter	40
<u>Township 21 South, Range 5 West, Shelby County, Alabama</u>		
Section 36	Southeast quarter of the Northwest quarter	40
	Southwest quarter of the Northeast quarter	40

TOTAL GROUP I

GROUP NO. III – Lands in which USS owns all interests, except an undivided one-third interest in coal.

Section 30	Northeast quarter of the Northwest quarter	40
	That part of the Northwest quarter of the Northeast quarter	6.75
	Described as follows: Begin at the northwest corner of the Northwest quarter of Northeast quarter; thence south along the west boundary of said quarter-quarter section to the southwest corner thereof; thence east along the south boundary of said quarter-quarter section 221.78 feet; thence north along a straight line to intersection with the north boundary of said quarter-quarter section at a point 221.00 feet east of the northwest corner; thence west along said north boundary 221.0 feet to point of beginning.	

Township 21 South, Range 5 West, Shelby County, Alabama
Section 36 Southwest quarter of the Northwest quarter 40

TOTAL GROUP III (SHELBY COUNTY) 86.75

GROUP NO. IV – Lands in which USS all interests except one-half interest in coal only.

Township 21 South, Range 4 West, Shelby County, Alabama
Section 29 The Northwest quarter of the Northwest quarter 40

TOTAL GROUP IV (SHELBY COUNTY) 40

GROUP NO. V - Lands in which USS owns mineral interests except one-third interest in coal only.

Township 21 South, Range 4 West, Shelby County, Alabama
Section 30: That part of the North Half of Northeast quarter 73.25
Described as follows: Begin at the northeast corner; thence south along the east boundary of said half-quarter section to the southeast corner thereof; thence west along the south boundary of said half-quarter section 2, 439.60 feet to a point 221.78 feet east of the southwest corner of said half-quarter section; thence north along a straight line to intersection with the north boundary of said North half of Northeast quarter at a point 221.00 feet east of the northwest corner of said half-quarter section; thence east along said north boundary 2,431.00 feet to point of beginning.

TOTAL GROUP V (SHELBY COUNTY) 73.25

TOTAL ACRES 2,756.50

2. As a contemporaneous exchange upon execution of this Amendment, Lessee shall pay as consideration to USS a bonus of Eight Thousand Two Hundred Sixty-Nine and 50/100 Dollars (\$8,269.50), which sum is calculated on the basis of Three Dollars (\$3.00) per acre for each and every mineral acre added to the Premises.
3. All other terms and conditions of the Lease, shall remain unchanged and in full force and effect.

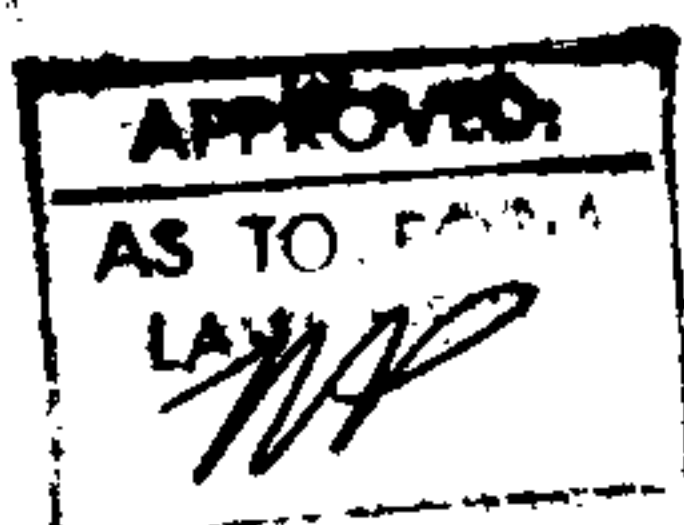
IN WITNESS WHEREOF, the parties hereto have caused this Amendment to be executed by their duly authorized officers, or representatives, as the case may be, on the day and year first above written.

UNITED STATES STEEL CORPORATION

By: [Signature]
President: USS Real Estate
a division of United States Steel Corporation
Date: 3/24/03

GEOMET, INC.

By: [Signature]
J. Neil Walden, Jr., Vice President
Date: 4-7-03

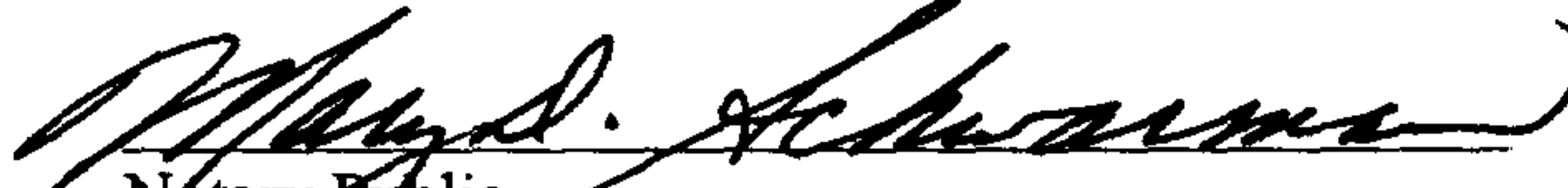


STATE OF PENNSYLVANIA *

COUNTY OF ALLEGHENY *

Before me, the undersigned, a Notary Public in and for said County and State, on this 24TH day of MARCH, 2003, personally appeared STEPHEN K. STRUEBING, known to me to be the identical person who subscribed the name of UNITED STATES STEEL CORPORATION to the foregoing instrument as its officer and acknowledged to me that he executed the same as his free and voluntary act and deed of such corporation, for the uses and purposes therein set forth.

Given under my hand and seal this 24TH day of MARCH, 2003.


Notary Public
State of PENNSYLVANIA
County of ALLEGHENY
My Commission Expires 03-21-05

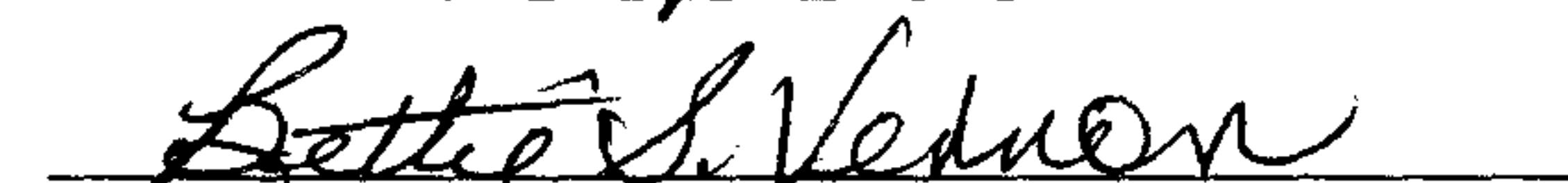
Notarial Seal
Mary D. Schwarman, Notary Public
Pittsburgh, Allegheny County
My Commission Expires Mar. 21, 2005
Member, Pennsylvania Association of Notaries

STATE OF ALABAMA *

COUNTY OF JEFFERSON *

Before me, the undersigned, a Notary Public in and for said County and State, on this 7th day of April, 2003, personally appeared J. NEIL WALDEN JR., known to me to be the identical person who subscribed the name as Vice President of GEOMET, INC. to the foregoing instrument as its officer and acknowledged to me that he executed the same as his free and voluntary act and deed of such corporation, for the uses and purposes therein set forth.

Given under my hand and seal this 7th day of April, 2003.


Notary Public
State of Alabama
County of Jefferson
My Commission Expires 3-16-04