

FIRST AMENDMENT TO RIGHT-OF-WAY EASEMENT AGREEMENT

STATE OF ALABAMA §
 §
COUNTY OF SHELBY §

KNOW ALL MEN BY THESE PRESENTS, That:

WHEREAS, on October 19, 2004, United Land Corporation, corporate predecessor in title to Walter Minerals, Inc. (hereafter collectively referred to as "United Land"), as Grantor, executed a Right-of-Way and Easement Agreement (the "Right-of-Way Agreement") to GeoMet, Inc. ("GeoMet") as Grantee, said Right-of-Way Agreement recorded in the Shelby County, Alabama Office of Probate in Deed Book 2005, Page 0211000068500; and,

WHEREAS, it has come to the attention of United Land and GeoMet that said Right-of-Way Agreement has a typographical error in the provision that contemplates assignment of the Right-of-Way Agreement; and,

WHEREAS, it is the desire of the parties hereto that the Right-of-Way Agreement be amended to correct the typographical error.

NOW, THEREFORE, for and in consideration of the mutual benefits to be derived herefrom, United Land and GeoMet do hereby agree to amend the Right-of-Way Agreement dated October 19, 2004 as follows:

On page 3, in the 3rd paragraph, the sentence that reads "The rights of either party hereunder may be assigned or transferred in whole or in part" is deleted in its entirety and replaced with:

"The rights hereunder shall not be assigned by Grantee without the prior written consent of Grantor, which consent shall not be unreasonably withheld."

TO EFFECTUATE THE PURPOSES AND INTENT OF THE PARTIES HERETO, except as herein changed, all other terms and provisions of said Right-of-Way and Easement Agreement dated October 19, 2004 shall remain in full force and effect, and is hereby ratified, adopted and confirmed the same as if incorporated herein.

This Agreement is the entire understanding of the parties and there are no other agreements or understandings, written or oral, in effect between the parties related to the First Amendment of Right-of-Way and Easement Agreement described herein. This agreement may be amended or modified only by another writing duly signed and dated by both parties and such writing shall be appended to the end hereof.

IN WITNESS WHEREOF, this First Amendment of Right-of-Way and Easement Agreement may be executed in any number of counterparts, and each such counterpart hereof shall be deemed to be an original instrument, but all such counterparts together shall constitute for all

purposes one instrument executed as of the dates of the respective acknowledgements of the parties hereto, but being effective as of the 14th day of May, 2013.

GRANTOR:
WALTER MINERALS, INC.
(formerly United Land Corporation)

GRANTEE:
GEOMET, INC.

BY: Kathy H. Love
Kathy H. Love
Its Vice President

BY: William C. Rankin
William C. Rankin
Its President and Chief Executive
Officer

STATE OF ALABAMA)
 :SS.
COUNTY OF JEFFERSON)

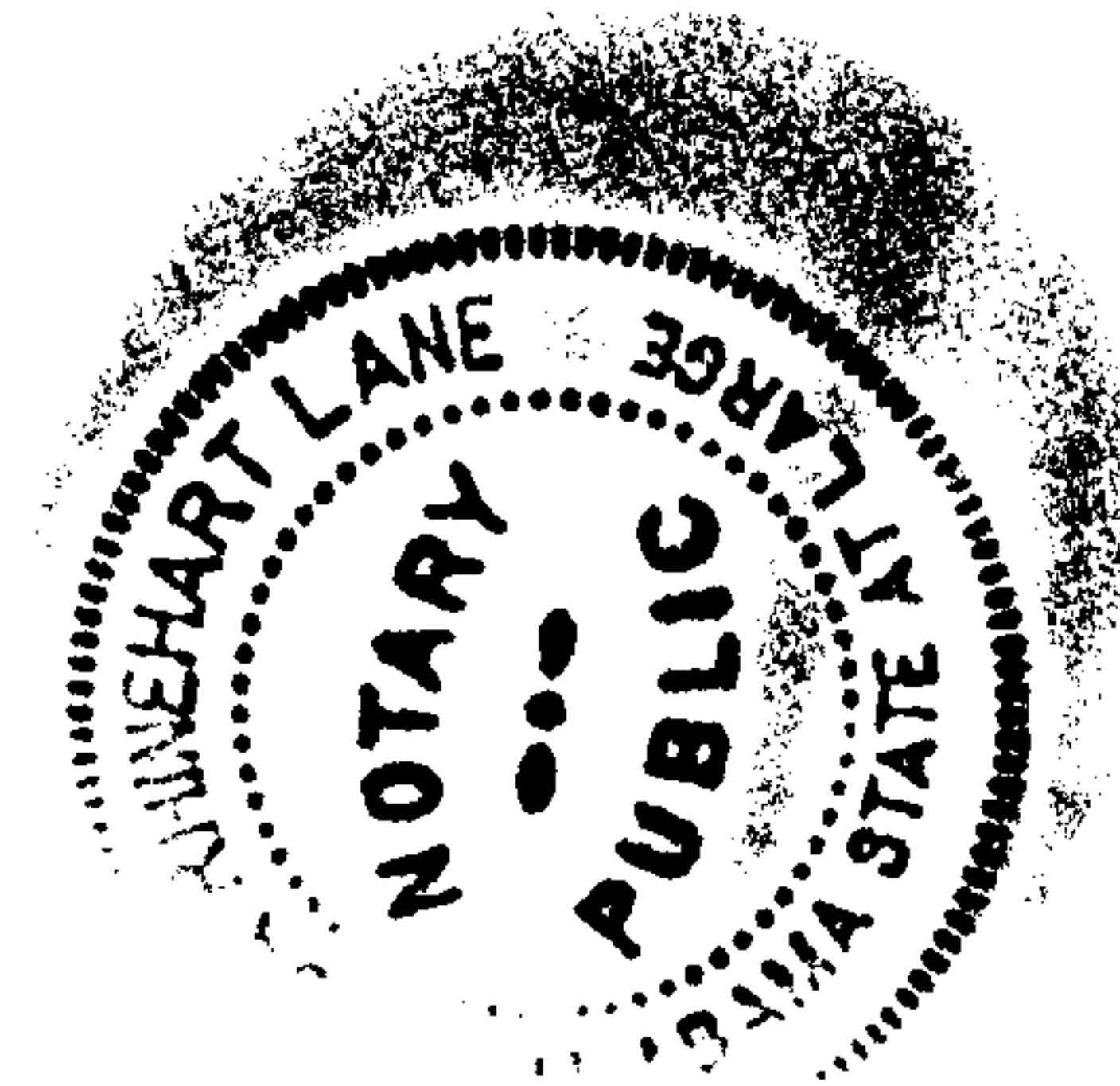
I, the undersigned authority, a Notary Public, in and for said County in said State, hereby certify that Kathy H. Love, whose name as Vice-President of Walter Minerals, Inc., a Delaware corporation, is signed to the foregoing instrument and who is known to me, acknowledged before me on this day that, being informed of the contents of the instrument, she, as such officer and with full authority, executed the same voluntarily for and as the act of said corporation.

Given under my hand and official seal, this 7th day of June, 2013.

SEAL

Lisa Rhinehart Lane
Notary Public
My Commission Expires: 8-27-16

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Shelby Cnty Judge of Probate, AL
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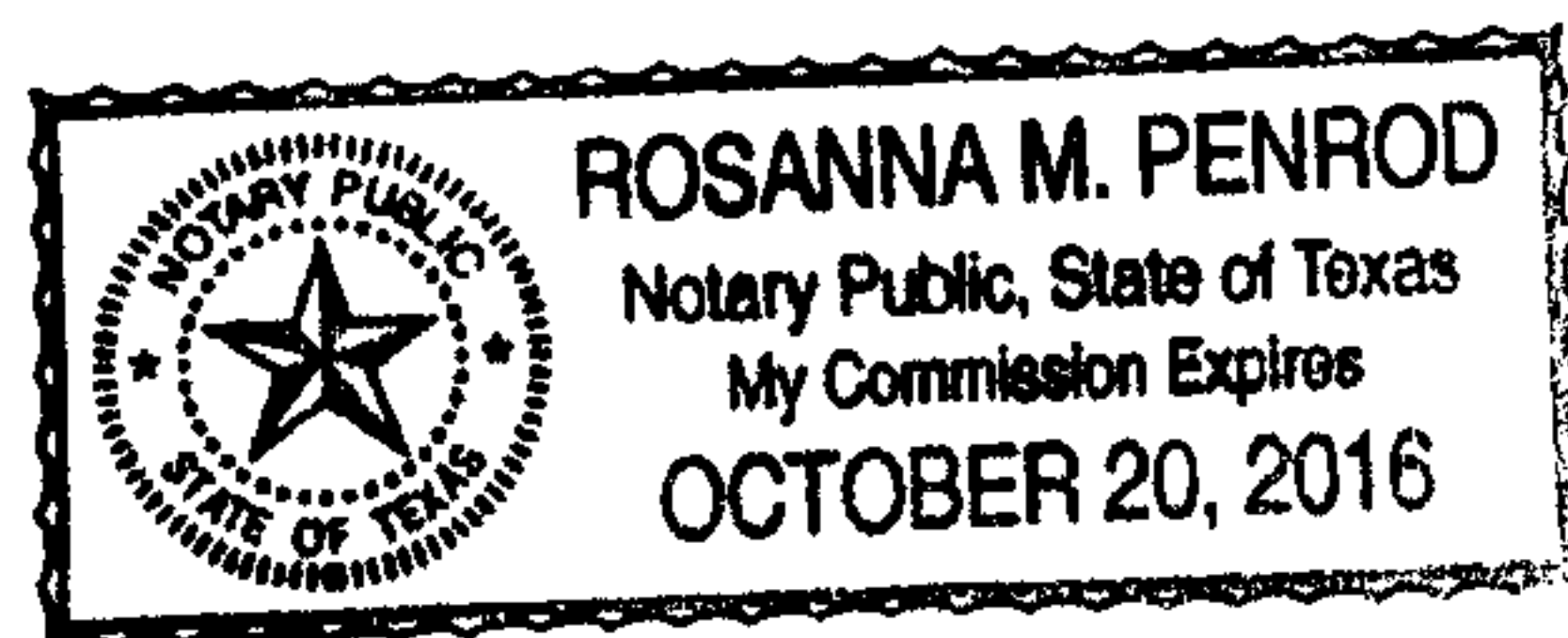


STATE OF TEXAS)
 :SS.
COUNTY OF HARRIS)

I, the undersigned authority, a Notary Public, in and for said County in said State, hereby certify that William C. Rankin, whose name as President and Chief Executive Officer 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 the instrument, he, as such officer and with full authority, executed the same voluntarily for and as the act of said corporation.

Given under my hand and official seal, this 5 day of June, 2013.

SEAL



Rosanna M. Penrod
Notary Public in and for The State of Texas
My Commission Expires: October 20, 2016

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Shelby Cnty Judge of Probate, AL
06/19/2013 12:44:42 PM FILED/CERT

Instrument prepared by, and after recordation, return to: Joseph L. Stephenson, GeoMet Operating Company, Inc., 5336 Stadium Trace Parkway, Suite 206, Hoover, AL 35244