

FREE GAS AMENDMENT

THIS FREE GAS AMENDMENT made this 6th day of February, 2007 by ROBERT DYE and GLORIA DYE, his wife, parties of the first part, hereinafter collectively referred to as, "Landowners" and LORNA HOWARD GAS ACCOUNT, LLC, a West Virginia limited liability company, party of the second part, hereinafter referred to as, "Lorna" and LUMBERPORT-SHINNSTON GAS COMPANY, a West Virginia corporation, party of the third part hereinafter referred to as "Lumberport";

WHEREAS, by a free gas agreement dated November 3, 1939 ("Free Gas Agreement"), which is of record in the office of the Clerk of the County Commission of Harrison County, West Virginia in Deed Book No. 506, at page 635, Landowners, as successors in interest from mesne conveyances, are entitled to take and use natural gas produced from Charles Griffin # 1 (the, "Well") located in Eagle District, Harrison County, West Virginia, ("Free Gas") at their own risk for use to heat one (1) dwelling house on Landowners' property described in the Free Gas Agreement;

WHEREAS, Lorna Howard Gas Account, LLC is the successor in interest to Eagle Gas Company; and

WHEREAS, Landowners and Lorna have agreed to amend the Free Gas Agreement.

NOW THEREFORE WITNESSETH, that for and in consideration of the foregoing premises and the mutual covenants herein contained the parties hereto do hereby agree as follows:

1. Effective immediately upon the execution and delivery of this Free Gas Amendment, the portion of the Free Gas Agreement stating:

“The first two hundred and sixty thousand cubic feet of gas used in each year shall be free of cost, but the applicant agrees that all gas used in excess of two hundred and sixty thousand cubic feet in each year shall be paid for by him monthly at the published local meter rates of said Gas Company, or if gas is used in said dwelling by a tenant or tenants, the applicant guarantees prompt payment, as they shall become due of all bills for the excess amount, this guarantee to be binding upon delivery of gas and without further notice.”

is hereby amended to read as follows:

The first two hundred thousand (200,000) cubic feet of gas used in each year shall be free of cost, but the applicant agrees that all gas used in excess of two hundred thousand (200,000) cubic feet in each calendar year shall be paid for by him monthly at the published local meter rates of said Gas Company, or if gas is used in said dwelling by a tenant or tenants, the applicant guarantees prompt payment, as they shall become due of all bills for the excess amount, this guarantee to be binding upon delivery of gas and without further notice.

2. Effective immediately upon the execution and delivery of this Free Gas Amendment, the portion of the Free Gas Agreement stating:

“ . . . during all the time that applicant takes gas free from said line, that said gas shall be used only in an economical manner in modern appliances, and subject to the aforesaid published rules and regulations of said Gas Company, by which the applicant agrees to be bound.”

is hereby amended to read as follows:

. . . during all the time that applicant takes gas free from said line, that said gas shall be used only for personal use of applicant, or applicant's successors and assigns, or use by any tenant of applicant, or of applicant's successors and assigns, leasing any portion of any building now located upon the property owned by applicant, or applicant's successors and assigns, or any replacement building located upon said property in an economical manner in modern appliances, and subject to the aforesaid published rules and regulations of said Gas Company, by which the applicant agrees to be bound.


3. Except as amended by the Free Gas Amendment, the Free Gas Agreement, and all its terms and provision shall remain in full force and effect.

4. Lumberport has executed this agreement to show its approval and ratification of the terms herein.

LANDOWNERS



Robert Dye



Gloria Dye

LORNA HOWARD GAS ACCOUNT, LLC

By: Lorna Howard

Its: GENERAL
MANAGING MEMBER

LUMBERPORT-SHINNSTON GAS
COMPANY

By: David P. Kruel

Its: Executive V.P.

STATE OF WEST VIRGINIA,

COUNTY OF Harrison, TO-WIT:

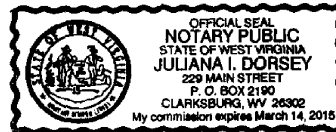
I, Juliana I. Dorsey, a notary public of said county, do certify that Robert Dye and Gloria Dye, his wife signed the writing hereto annexed, bearing date as of the 6th day of February, 2007, has this day in my said county, before me, acknowledged the same to be the act and deed of said corporation.

Given under my hand this 20th day of March, 2007.

My commission expires: March 14, 2015

Juliana I. Dorsey
Notary Public

(NOTARIAL SEAL)



STATE OF WEST VIRGINIA,

COUNTY OF Harrison, TO-WIT:

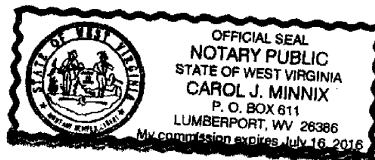
I, Carol J. Minnix a notary public of said county, do certify that Lorna Howard, the General Managing Member of Lorna Howard Gas Account, LLC, a West Virginia limited liability company, who signed the writing hereto annexed, bearing date as of the 6th day of February, 2007, has this day in my said county, before me, acknowledged the same to be the act and deed of said corporation.

Given under my hand this 5th day of April, 2007.

My commission expires: July 16, 2007

Carol J. Minnix
Notary Public

(NOTARIAL SEAL)



CL1154297.1

STATE OF WEST VIRGINIA,

COUNTY OF Harrison, TO-WIT:

I, Carol J. Minnix, a notary public of said county, do certify that

David P. Kroll the Executive VP of Lumberport-Shinnston Gas

Company, a West Virginia corporation, who signed the writing hereto annexed, bearing date

as of the 6th day of February, 2007, has this day in my said county, before me, acknowledged

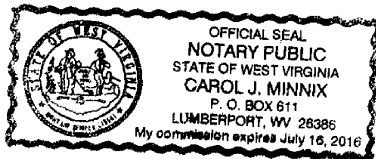
the same to be the act and deed of said corporation.

Given under my hand this 5th day of April, 2007.

My commission expires: July 16, 2007

Carol J. Minnix
Notary Public

(NOTARIAL SEAL)



This instrument prepared by:

William J. Black IV
Stephoe & Johnson PLLC
P.O. Box 2190
Clarksburg, WV 26302

200700007144
Filed for Record in
HARRISON COUNTY, WV
SUSAN THOMAS
04-27-2007 At 03:44 pm.
AGREEMENT 7.00
STATE TAX .00
CNTY TAX .00
Book 1403 Page 289 - 294

200700007144
200700007144
STEPHOE AND JOHNSON
P O BOX 2190
CLARKSBURG, WV 26301