

ALLERTON COAL LEASE

This Coal Lease Agreement (herein "Lease" or "Agreement") is made this ____ day of _____, 2010, between _____, of _____, (herein "Lessor") and Sunrise Coal, LLC of 1183 East Canvasback Drive, Terre Haute, IN 47802, (herein "Lessee")

SECTION I. - LEASE OF COAL AND SURFACE RIGHTS

Lessor, for and in consideration of the sum of Ten Dollars (\$10.00), the receipt of which is hereby acknowledged, and in consideration of the royalties to be paid and the agreements to be performed by Lessee as hereinafter provided, does hereby grant, lease and let exclusively to Lessee, upon the terms and conditions set forth in this lease, all of the coal and other minerals and substances removed during the coal mining process underlying the following described real estate located in Vermilion County, Illinois, to-wit:

Refer to Exhibit A - attached hereto (herein "Real Estate")

Together with the exclusive right to mine, extract, remove and sell coal by the slope or Room and Pillar underground mining method, under a Non-Subsidence Permit issued by the State of Illinois.

Lessee shall have the right of free ingress and egress to, from and across the Real Estate and the surface thereof at any time during the term of this Lease with such persons, tools, machinery and appliances as may be necessary for the purpose of exploring and testing the same coal by drilling or otherwise, and the right to conduct operations on the Real Estate necessary to obtain mining permits, except Lessee shall have no strip or surface mining rights; provided, however, Lessee shall be responsible for any damage to growing crops, fences, and other improvements affected by such exploration; including, but not limited to, testing and exploration necessary to obtain the required mining permits.

SECTION II. - TERM OF THE LEASE.

The term of this Lease shall be for a period of one (1) year from the execution of this Lease (the "Primary Term"); provided that Lessee shall have the right to further extend the term of this Lease for two additional five (5) year terms beyond the date on which the Primary Term or any subsequent five year extension of this Lease would otherwise lapse by paying to Lessor the advanced royalty as set forth herein (such aggregate period of the Primary Term and any extensions thereof, the "Term"); provided, further, the Term will continue as long thereafter as Lessee is developing the mine, or coal is continuously mined, removed and sold by the Lessee, its successors and assigns, from the Real Estate or from land controlled by the Lessee and located within a ten (10) mile radius from the Real Estate; provided that Lessee pays to the Lessor advanced and earned royalties as set forth herein.

SECTION III. - PAYMENT.

A. Advanced Royalty. Until such time as coal is actually mined and sold from the above-described real estate, Lessee agrees to pay to Lessor the sum of Ten and no/100 Dollars (\$10.00) per acre as advanced royalty payments during the first year of this lease (which has been paid herewith), the sum of Fifty and no/100 Dollars (\$50.00) per acre for any five (5) year extension term thereof. All such payments shall be made on or before the anniversary date of this lease provided, however, that Lessee shall have the right to move the payment due date forward for administrative purposes in order to create a common anniversary date with the other leases which may be hereinafter obtained.

B. Earned Royalty. As earned royalty for all coal mined, removed and sold from the Real Estate, Lessee agrees to and shall pay or credit to Lessor the greater of four percent (4%) of the average gross realization price F.O.B. the mine, OR One and 50/100 Dollars (\$1.50) per ton of coal sold from the Real Estate. The term "ton" shall mean a short ton of two thousand (2,000) pounds avoirdupois. Lessee shall have the right to commingle coal mined from the Real Estate with coal mined from other locations, and Lessor acknowledges that during periods in which coal is commingled the tonnage of coal mined and sold shall be determined on a pro rata basis comparing the tons of coal mined and sold from the Real Estate with the overall tonnage of coal mined and sold by Lessee that month, and that the average gross realization price of the coal for purposes of computing the earned royalty computation shall be based on the average gross realization price (F.O.B. the mine) of the commingled coal.

C. Weights. Railroad weights (FOB) shall be taken as the basis for payment of earned royalty when coal is loaded and weighed on railroad cars at the mine and when not so loaded and weighed, then other fair and accurate weights and measurements shall be taken at the mine as the basis for payment.

D. Payment schedule. Earned royalty shall be paid or credited to Lessor on or before the twentieth (20th) day following the close of the calendar month during which the coal was mined and sold and all advance royalties paid to Lessor shall be deducted from the first earned royalties to be paid Lessor. Monthly earned royalties shall be reduced by the amount of advanced royalties previously paid to Lessor on all coal until the total earned royalty exceeds the total amount of advanced royalty previously paid. If the coal is used by Lessee in its own operation or sold to an affiliated company, the price used in the computation of earned royalty shall be the reasonable market value of similar coal produced in the area and sold at arm's length or at the price of like transactions made at approximately the same time.

E. Unmerchantable coal. No royalty shall be paid on unmerchantable coal, coal bed methane or coal mine methane or such other minerals and substances removed as part of the mining process.

SECTION IV. - ADDITIONAL RIGHTS OF LESSEE.

Lessor hereby grants and leases to the Lessee the right to do the following acts upon the subsurface of the Real Estate and Lessor agrees to execute all necessary easements or other documentation in furtherance of said rights.

A. Power lines and Water lines. The Lessee may construct and install electric power/water lines to its mining facility at Lessee's cost. The power/water lines shall be constructed by the Lessee in such a manner so as not to unduly interfere with Lessor's business/farming operations and said power/water lines shall be buried at least forty inches (40") below the surface and below plow depth. This right shall include, but not be limited to, the right to drill holes for the purpose of dropping power/water lines and/or supplies down to the mine operations (i.e. lime dust, etc). Lessee shall have the sole determination of where said lines shall be buried.

B. Rights of ingress and egress. The Lessee shall have rights of ingress and egress in and to the Real Estate in order to establish and use emergency mine evacuation facilities that may be needed for the safety of employees of Lessee and the Lessee shall have right of ingress and egress on, over and across the Real Estate in case of emergencies that may arise in Lessee's operations and which may be necessary for the safety of employees.

C. Rights of entry. Lessee shall have the right to enter into, across and through the coal and the subsurface above and below the coal, at such points and in such manner as may be necessary or convenient for the purpose of mining the coal underlying the Real Estate or underlying land leased by Lessee and located within ten (10) miles of the Real Estate, by the slope, shaft or other underground method; Lessee has no right to mine the coal by the pit, strip or surface mining method. Lessee shall have such right of ways into, across and through the coal underlying the Real Estate and the subsurface above and below the coal by means of tunnels, entries and workings as may be necessary to the mining, removal, processing, transporting and marketing the coal underlying the Real Estate and underlying land leased by Lessee and located within ten (10) miles of the Real Estate. The rights granted Lessee under this paragraph shall continue after the mining of the coal underlying the Real Estate has ceased and so long as Lessee is mining, removing and selling coal from land leased by Lessee and located within ten (10) miles of the Real Estate or as long as Lessee is performing acts on or beneath said land to comply with governmental statutes, rules and regulations

D. Rights enabling compliance. Lessee shall have such other rights to use and possess the Real Estate that are required and necessary to comply with governmental statutes, rules, regulations and orders and such additional rights shall survive the surrender and termination of this Lease.

E. Rights of payment. The Lessee shall have the right to pay any delinquent mortgage, tax, lien, encumbrance or assessment upon the Real Estate and the same may be deducted from future advanced royalty or earned royalty payments.

SECTION V. – LESSEE’S RIGHT TO USE AND OCCUPY THE SURFACE REAL ESTATE

Lessor hereby grants unto the Lessee the right to use and occupy up to two (2) acres of the surface estate of the real estate for mine delivery of rock dust and/or power cables with the following restriction:

1. Lessee will give ninety (90) days advance notice of intent.
2. Lessee will locate any needed facilities no further than two hundred (200’) feet from road access.
3. Lessee will not locate any facilities any closer than five hundred (500’) feet from any residential building.
4. Lessee will compensate Lessor in the amount of Five Hundred Dollars and no cents (\$500.00) per acre per year for the use of surface real estate.
5. Lessee will fully reclaim any occupied real estate in compliance with all applicable County, State and Federal statutes, rules, orders and regulations at the conclusion of occupation.

SECTION VI. -ADDITIONAL RIGHTS OF LESSOR.

A. Rights of entry. Lessor, its employees and agents, shall have the right to enter at reasonable times the Lessee's mine in order to inspect, examine, survey, or measure the same or any part thereof, to measure or calculate the tonnage mined, or for any other lawful purpose, and for these purposes to use freely such means of access to the mine and works without interference, hindrance or molestation from Lessee, its employees and agents, and other persons. Lessor's rights under this paragraph shall be exercised in such a manner so as not to unreasonably interfere with the operations of Lessee and so as not to violate any governmental rule or regulation.

B. Subsurface rights. Lessor shall have the right to explore for, capture and recover any subsurface resource, other than coal and coalbed methane, including but not limited to oil and conventional gas, provided however, that Lessor's activities and actions in this regard shall not interfere with coal mining operations of Lessee and shall be in compliance with applicable laws, rules

and regulations of any governmental body. Lessor shall have the right to lease or assign its rights retained hereunder to other persons, corporations or firms; however, no such lease or assignment shall permit interference with Lessee's coal mining activities. Lessor shall have the right to take over any gas well discovered by Lessee as a result of its core drilling.

C. Release of Lease. Lessor shall have the right to demand that Lessee shall execute and deliver, within thirty (30) days, to Lessor, in recordable form, a release of this Lease, if Lessee abandons the mine or if this Lease becomes null and void under any of the provisions herein.

D. Default provisions. The parties agree that all the terms and provisions of this Lease are to be construed as conditions. If Lessee fails to timely pay any advanced or earned royalty payment to Lessor when due, or fails to pay taxes on the coal as provided herein, or fails to keep and perform any other covenants, conditions or legal duties herein imposed upon the Lessee, then Lessor may declare this Lease forfeited and cancel this Lease; provided, however, if the payment or credit is made or other default is removed or cured or corrected within a sixty (60) day period (30 days for earned royalty), this Lease shall be, and remain, in full force and effect.

E. Inspection of records. At reasonable times, Lessor, their agents or attorney, may inspect Lessee's bookkeeping records, maps and mining plans and the method of determining the coal mined and removed from the property at the office of Lessee during the business hours of any business day for the purpose of calculating the tonnage mined from the Real Estate and verifying the accounts rendered. Lessor shall also have the privilege during reasonable hours to inspect Lessee's scales and records relating to the weight of the coal mined, removed and sold from the Real Estate in a manner that does not interfere with normal business activity of Lessee.

F. Terms of abandonment. In the event of the abandonment of the mine by Lessee, all right, title and interest in said Real Estate shall revert to the Lessor, after Lessee has had reasonable time to remove any equipment, machinery, etc. remaining on this property at the time of abandonment.

SECTION VII - DUTIES OF THE LESSEE.

A. Removal of coal. Upon Lessee's commencement of actual mining of coal beneath the Real Estate, Lessee shall remove said coal, which in Lessee's sole discretion, Lessee deems to be profitable of being removed; however, Lessee agrees to and shall with reasonable diligence, mine from the Real Estate all the merchantable commercially available and economically recoverable coal.

B. Legal compliance. Lessee agrees to and shall conduct its mining operations upon the Real Estate with diligent efforts toward compliance with all applicable County, State and Federal statutes, rules, orders and regulations. Further, Lessee shall, at its own cost, use diligent efforts to comply with all statutes and governmental rules, orders and regulations applicable to the mining of coal, reclamation of land, safety of employees and persons, and any other subject matter that may cover Lessee's coal operations upon Lessor's Real Estate. Lessee agrees to and shall, upon termination of the Lease, remove all aboveground facilities used in the operation of the mine on said Real Estate.

C. Record keeping. Lessee shall keep true and correct bookkeeping records of all coal mined, removed and sold from the Real Estate. On or before the 20th day of each calendar month after the month in which Lessee commences actual mining operations on the Real Estate, Lessee shall furnish Lessor a true and correct statement showing the number of tons of coal mined and removed from the Real Estate and sold by the Lessee during the preceding calendar month. Unless the Lessor shall give the Lessee written notice of a dispute or question with respect to such statements within one (1) year from the date same is delivered to the Lessor, such statement shall be final and binding on the parties.

D. Damages to Lessor. Lessee shall compensate Lessor for any damages Lessee may cause to Lessor's crops, improvements and land by reason of Lessee's exploration, testing and mining activities performed under the provisions of this Lease. If Lessor and Lessee cannot agree on the amount to be paid for such damages, the damages shall be determined by arbitration by each party selecting a person to act as an appraiser and the two (2) persons selected shall select a third (3rd) person and said three (3) persons, either by unanimous or majority vote, shall determine the amount of damages which shall be binding on the Lessor and Lessee. The cost of this arbitration process shall be borne equally by the Lessor and Lessee.

E. Business conduct. Lessee shall conduct its coal mining operations on the Real Estate in a prudent, workmanlike and careful manner in accordance with accepted practices and uses in the area.

F. Safety. Lessee shall conduct its mining operations on the Real Estate with due regard for the safety of its employees, and adhere to state and/or federal mine safety regulations.

G. Coal taxes. Lessee shall pay or cause to be paid all taxes levied upon the coal underlying the Real Estate and mined and sold from the Real Estate.

H. Liens. Lessee shall indemnify, protect and save harmless the Lessor from and against laborer's and material men's and mechanic's liens that may attach to the Real Estate by reason of the Lessee's mining operations hereunder, and Lessee shall not permit any such lien, if uncontested, to remain undischarged for more than sixty (60) days provided, however, that Lessee may in good faith contest any such lien at Lessee's expense.

I. Finality of statement. The Lessee shall in its monthly statement to be rendered to the Lessor, show the earned royalty due the Lessor, advanced royalty due the Lessor and such statement shall be conclusive and final one (1) year from the time of rendition as to the quantity of coal mined, removed and sold and/or royalty due during such period unless written objections are made within one (1) year.

J. Notice of intention. The Lessee shall give two (2) month's advance notice to Lessor of Lessee's intention to begin mining the coal beneath the Real Estate.

K. Interference. The Lessee shall conduct its coal mining operations on the Real Estate in such a manner so as not to unreasonably interfere with the Lessor's business/farm operations thereon.

SECTION VIII - DUTIES OF THE LESSOR.

A. Arbitration. Whenever arbitration is provided for in this Lease, the Lessee agrees to timely select any person to act as arbitrator as set forth herein.

B. Real estate taxes. The Lessor agrees to and shall pay all real estate taxes on the Real Estate when same are due and shall timely pay any and all promissory note obligations secured by a mortgage on the Real Estate, if any.

SECTION IX - LESSOR'S TITLE TO THE REAL ESTATE.

A. The Lessor does warrant and agree to defend the title to the Real Estate. Lessor agrees to and shall, at Lessee's request, furnish to the Lessee upon a proper written receipt by the Lessee an abstract of title or title insurance policy to the Real Estate and Lessee may, at his cost, cause the abstract or title insurance policy to be brought up to date. Lessee may, at his cost, cause the abstract or title insurance policy to be examined by an attorney to determine whether or not Lessor has merchantable title to the Real Estate. Lessee shall return the abstract or title insurance policy to

Lessor within ninety (90) days after receipt of same. If the examination of the abstract or title insurance policy reveals correctable defects in the title to the Real Estate, Lessor agrees, at Lessor's cost, to correct such defects to make the title merchantable. If Lessor fails to diligently correct the defects, the Lessee has the right to correct same, and deduct the cost of correcting said defects from any future amounts or royalties owed to Lessor and in the name of Lessor where necessary. If Lessee determines the title is not merchantable and the defects cannot be corrected, then this Lease shall be null and void.

B. Disputes Regarding Coal Ownership. If any dispute arises as to ownership of any of the coal covered by this Lease or the title to the royalties payable hereunder with respect to such coal, Lessee may pay any payment allocable to the coal whose ownership or title is disputed into an escrow account to be established by Lessee until the ownership or title is finally determined and such dispute is resolved. Lessee shall notify Lessor of any payments made into an escrow account pursuant to Section IX.B.

SECTION X - LIMITS TO LIABILITY OF LESSEE.

The Lessee shall not be liable to Lessor for the loss or destruction of any coal due to fire, flood, collapse, cave-in or other similar causes, unless such loss or destruction is proximately caused by the negligence of the Lessee. The Lessee shall not be liable to the Lessor for any damage or injury to the Real Estate due to subsidence; provided however, the lessee shall comply with and satisfy all governmental statutes, rules, regulations and orders applicable to the mining and removal of coal, especially those rules and regulations that were enacted for the purpose of protecting landowners from subsidence damage.

SECTION XI - LESSEE'S TRANSFER, CONVEYANCE, SUBLETTING OR ASSIGNMENT OF THIS LEASE.

The Lessor hereby consents to the assignment by Sunrise Coal, LLC of this Lease. Any transfer, conveyance, sublet or assignment of this Lease shall contain a clause specifically stating that such transfer, conveyance, sublet or assignment is subject to all the terms, conditions, covenants and restrictions set forth in this underground coal mining lease.

SECTION XII. -INDEMNIFICATION

A. Indemnification and insurance. Lessee agrees to and does hereby indemnify, defend and hold harmless Lessor from any claim, demand or damages for bodily injury to or death of persons or damage to property of whatsoever kind, nature, or description which may be made or asserted by any person, firm or corporation, including but without limitation, members of the public generally and Lessee's agents, servants, employees, licensees and invitees arising out of or in connection with Lessee's use or occupancy and mining of coal beneath the Real Estate. Lessee shall carry general liability insurance with limits exceeding Two Million Dollars (\$2,000,000.00) and not less than One Million Dollars (\$1,000,000.00) property damage coverage. Lessee shall meet all lawful demands of public authorities in connection with its mining operations on the Real Estate. The Lessee shall defend Lessor if sued or threatened to be sued and pay any and all reasonable attorney fees and other expenses that Lessor may incur in protecting themselves from any claims or lawsuits arising directly or indirectly from the coal mining operations by the Lessee upon the Real Estate.

B. Environmental damage. The Lessee hereby agrees to and shall indemnify and hold harmless Lessor from and against all Environmental Damage caused by Lessee's mining operations and arising from the presence of Hazardous Material beneath the surface of the Real Estate, or migrating from the Real Estate or arising in any manner whatsoever out of the violation by Lessee of any environmental laws, codes, ordinances, regulations or orders applicable to the Real Estate and Lessee's activities thereon, except in each instance that which exists as of the commencement date of

this Lease. The Lessee shall clean up or otherwise respond to any asserted violation by the Lessee of any state or local law, rule or regulation affecting the Real Estate relating to the generation, use, treatment, storage, disposal, release, discharge or contamination by any materials or substance that are prohibited or regulated by federal, state or local law or pose a hazard to the environment or human health. All such acts shall be at Lessee's cost and expense. The Lessee shall take all steps necessary to prevent environmental damage to the Real Estate in the future.

SECTION XIII. - SUSPENSION OF MINING.

In the event Lessee, without fault, is unable, wholly or in part, as a result of uncontrollable forces to carry out the obligations and duties imposed upon the Lessee under the provisions of this Lease, such duties and obligations, including but not limited to the obligation to pay any earned royalties, shall be suspended during the continuance of any inability so caused, and the term of this Lease shall be extended for a period equivalent to the period of the inability. In no event shall such period of inability under this paragraph exceed three (3) years in time. The cause shall be remedied with all reasonable dispatch provided that in no event will Lessee be required, against its will, to settle any strike or lockout or to adjust any labor disputes or to question the validity of or to refrain from testing the validity of any local, state or federal order, rule, regulation or law.

SECTION XIV. - TERMINATION OF THE LEASE.

A. Written termination by Lessee. Lessee may terminate all or any portion of this Lease by a written document delivered to Lessor at any time; provided, however, that the Lessee shall have paid to the Lessor any advanced and earned royalties due the Lessor under the provisions of this Lease prior to the date Lessee terminated the Lease and provided, however that the Lessee has fully performed and complied with the terms, conditions and covenants of the Lease.

B. Proceedings. In the event of a default by the Lessee under any of the terms, conditions and covenants of this Lease and if such default shall continue for a period of thirty (30) days after the Lessor has given Lessee written notice thereof, Lessor shall have the right to terminate this Lease and to pursue such legal remedies available to recover any royalties due under this Lease or damages as a result of Lessee's breach of this agreement including but not limited to expenses and reasonable attorney fees incurred by Lessor. If Lessor shall default in the performance of any duties imposed upon the Lessor and such default continues for a period of thirty (30) days after written notice of such default by the Lessee to the Lessor, Lessee shall have the right to terminate this Lease and to pursue available legal remedies as a result of Lessor's breach of this agreement including but not limited to expenses and reasonable attorney fees incurred by Lessee. In the event of termination, this Lease and all obligations of Lessee that might otherwise accrue under this Lease shall cease forthwith. The provisions of this paragraph shall be subject to the provisions set forth in Section XV regarding suspension of mining and shall be subject to the provisions set forth in Section XVII regarding arbitration proceedings.

SECTION XV. - ARBITRATION.

If a dispute arises between the Lessor and the Lessee concerning such matters as the amount of earned royalty or advanced royalty due Lessor herein, the amount of damages suffered by Lessor from Lessee's coal operations upon the Real Estate, the amount of coal tonnage mined or the correct price thereof, or any other right or duty of the parties under the provisions of this Lease, and the parties cannot amicably settle such dispute; then such dispute shall be settled between the parties by the following arbitration method.

Either party may give the other party written notice as to the disputed matter by registered mail,

return receipt requested. Within ten (10) days after such written notice has been received, the Lessor and the Lessee shall select a person to act as arbitrators. Within five (5) days after they are selected, the two arbitrators shall select a third person to act as arbitrator. Within twenty (20) days after the three arbitrators are selected, they shall, by unanimous vote or by a vote of majority, make a decision settling the dispute and such decision shall be binding upon the Lessor and the Lessee. The decision of the arbitrators shall be satisfied by the parties within thirty (30) days after written notice of such decision by the Arbitrators has been given the parties by registered mail, return receipt requested. If either Lessor or Lessee fails to timely select an arbitrator, then the other party may invoke the jurisdiction of the appropriate Court in order for the Judge thereof to select such person to serve as arbitrator. The persons selected as arbitrators shall be entitled to a reasonable fee for their services to be performed hereunder. The Lessor and Lessee shall each bear and pay one-half the costs of arbitration.

SECTION XVI- NOTICES.

All notices to be given hereunder shall be addressed to Lessor and Lessee as follows below or at such other place as the parties may hereafter designate in writing. All notices shall be in writing and shall be served by personal service or by registered mail, return receipt requested. All notices served by registered mail shall be deemed to have been duly given as of the date they were mailed.

Lessor: _____

Lessee: Sunrise Coal, LLC
1183 East Canvasback Drive
Terre Haute, IN 47802

SECTION XVII. - RECORDING LEASE BY MEMORANDUM.

Lessor and Lessee agree that the Lessee, at Lessee's expense, may record a Memorandum of this Lease in the Office of the Vermilion County, Illinois Recorder in lieu of recording the original Lease, and such recording memorandum shall be signed by Lessor and Lessee.

SECTION XVIII. – RECLAMATION.

Lessee agrees to comply with and abide by the federal and state laws, rules and regulations concerning reclamation upon the Real Estate.

SECTION XIX.- DEFINITIONS.

A. "Average gross realization price" shall mean the average selling price on a monthly basis received by the Lessee for the coal mined and sold by the Lessee from the real estate (F.O.B. the mine), less the following deductions:

(1) The Black Lung Tax payable quarterly by Lessee to Internal Revenue Service for the Black Lung Disability Fund;

(2) Reclamation Tax payable quarterly by the Lessee to the Office of Surface Mining which goes into the Abandoned Mine Lands Fund;

(3) Any other tax initiated by the mining, excavation, removal or sale of coal from the Real Estate (not based on net income), cost or levy resulting from a statute or governmental rule, order or regulation that is assessed upon Lessee's selling price of the coal or upon the tonnage of coal mined by Lessee, including, but not limited to, excise tax, surtax, sales tax, gross receipts tax and severance tax.

B. "Coal and other minerals and substances removed during the coal mining process" shall mean all solid and gaseous hydrocarbons and non- hydrocarbons required or beneficial to be removed in the coal mining process to enable the coal to be extracted, transported, cleaned and sold, provided, however, that no royalty shall be paid on any substance other than coal sold by the Lessee.

C. "Environmental Damage" means all claims, judgments, damages, losses, penalties, fines, liabilities, encumbrances, liens, costs and expenses of investigation and defense of any claim of whatever kind or nature and which are incurred or exposed at any time as a result of the existence of hazardous materials about or beneath the Real Estate or other land adjoining the Real Estate or migrating or threatening to migrate to or from the Real Estate or adjoining Real Estate or the existence of any violation of environmental requirements pertaining to the Real Estate owned by Lessor.

D. "Hazardous Materials" means any substance the presence of which requires investigation or remediation under any laws, codes, ordinances, regulations or order or which it becomes defined as a "hazardous waste" or "hazardous substance", pollutant or contaminant under any laws, codes, ordinances, regulations or order including under CERCLA or which is toxic, explosive, corrosive, flammable, infectious, radioactive, carcinogenic, mutagenic or otherwise hazardous or becomes regulated by any governmental authority.

E. "Merchantable, commercially available and economically recoverable coal" means all coal underlying the Real Estate which, when reached in the normal course of the mining operations of Lessee, can be mined, prepared and sold at a reasonable profit with use of labor, machinery, methods and management which are in use at the time mining operations are conducted upon the Real Estate.

F. "Ton" shall mean a short ton of two thousand (2,000) pounds avoirdupois.

G. "Uncontrollable forces" means fires, explosions, floods, washouts, lightning, earthquakes, soil shifting, wind storms, other damage from elements, acts of God, inadequacy of available supplies of water, power or fuel, accidents, delays or failures in transportation, acts of war, riots, civil and criminal disturbances, strikes, lockouts, boycotts, and other labor or industrial disturbances, sabotage, labor shortages, delays in obtaining necessary materials in the open market or the approvals required by the terms of this Lease or by law, inability to obtain permits or licenses, breakage or accident of machinery or facilities, acts of governmental authority under any local, State or federal laws or regulations, including governmental controls, regulations, or judicial orders or decrees, and other matters beyond the reasonable control of Lessee whether or not similar to matters specifically enumerated.

SECTION XX. – WAIVER AND CONSENT BY LESSOR

Lessor understands Lessee retains the right to enter into such agreements, (hereinafter "Leasehold Mortgage") with financial institutions (hereinafter "Lenders") to secure funding for construction of the mining facilities and the purchase of equipment and supplies, (hereinafter "Assets") necessary to conduct mining operations. Lessor hereby consents to the following provisions;

A. Lessee shall have the right to pledge this Lease as collateral in securing funding from Lenders. Lessor acknowledges and consents to the execution by Lessee in favor of Lender and the recording of such document.

B. The Assets shall be and remain personal property, notwithstanding the manner of annexation to the Real Estate, their adaptability to the uses and purposes for which the Real Estate is used, or the intentions of the party making the annexation.

C. Any rights which Lessor may claim to have in and to the Assets, no matter how arising, shall be junior, second and subordinate to the rights of Lender therein.

D. Lessor will notify Lender in writing, at its office if Lessee defaults on its obligations under the Lease or any renewals, extensions, amendments, modifications, substitutions or replacements thereof. Lessor agrees not to exercise the remedies for default set forth in the Lease unless and until it has delivered to Lessee and to Lender a notice describing such breach and the same is not cured within sixty (60) days after delivery of the notice, provided that if the breach cannot reasonably be cured within such sixty (60) day period, Lessor will not exercise its remedies under the Lease if Lender or Lessee commences curative action within the sixty (60) day period and diligently pursues the same to completion. Lender shall have the right, but not the obligation, to effect such a cure, and the Lessor agrees to accept any such cure by Lender. Further, if such default is of a nature that cannot reasonably be cured by Lender (e.g., bankruptcy) or cannot reasonable be cured by Lender until it obtains possession of the Assets demised under the Lease, Lessor agrees that upon Lender's acquisition of the leasehold interest of Lessee (by the exercise of its remedies under the Leasehold Mortgage), Owner will enter into a direct lease with Lender on the same terms and conditions as the Lease, upon Lender's request, provided that Lender cures all then existing monetary defaults under the Lease.

SECTION XXI. - - OTHER GENERAL MISCELLANEOUS PROVISIONS.

A. Farm Tenancy Agreement. This Lease shall be subject to the rights of the below named party as Farm Tenant of the Real Estate under a Farm Tenancy Agreement. This right is restricted to the payment of damages to Lessor's crops by reason of Lessee's exploration, testing and mining activities performed under the provisions of this Lease.

Tenant Farmer _____
Payment Method _____

B. Enforcement. This Lease shall be construed, enforced and performed in accordance with the laws of the State of Illinois.

C. Binding. The terms, provisions, conditions and covenants of this Lease shall be binding upon and shall inure to the benefit of the Lessor and Lessee, and their heirs, personal representatives, legatees, devisees, successors and assigns.

D. Headings. The headings in this Lease have been inserted solely for ease of reference and should not be considered in the interpretation or construction of this Lease.

E. Waiver. No delay or omission to exercise any right or remedy shall impair any such right or remedy or be a waiver thereof and any waiver on one occasion shall be limited to that occasion.

F. Written Instrument. This Lease constitutes the entire agreement between the parties with regard to the subject matter hereof and supersedes all prior agreements, whether written or oral, correspondence and discussions regarding same.

IN WITNESS WHEREOF, this Lease has been executed this ____ day of _____, 2010.