

SECOND AMENDMENT TO SURFACE DAMAGE AGREEMENT

This Second Amendment to Surface Damage Agreement is made and entered into between Bert W. Dow as trustee of the Bert W. Dow Revocable Trust dated March 6, 2003 ("Owner"), whose address is 63 Dow Road, Sheridan, WY 82801, and J. M. Huber Corporation ("Operator"), whose address is P. O. Box 6850, Sheridan WY 82801.

RECITAL

Operator and Owner entered into an unrecorded Surface Damage Agreement dated February 12, 2004 ("Agreement"), as amended on November 11, 2004 to add additional acreage. The November 11, 2004 amendment was recorded with the Clerk of Sheridan County, Wyoming at Book 461, Page 0070. The parties desire to further amend the Surface Damage Agreement to include additional lands. The parties further desire to consolidate on one instrument a description of all acreage now subject to the Agreement as so amended.

For good and valuable consideration, the receipt and sufficiency of which are acknowledged, the parties agree as follows:

1. Subject to paragraph 3 below, Exhibit "A" to the Agreement, as amended on November 11, 2004, shall be, and hereby is, amended, restated and supplemented so that all of the lands described below located in Sheridan County, Wyoming are covered by the Agreement:

Township 58 North, Range 82 West, 6th P.M.

Sections 19: Lot 1, SE1/4SW1/4, SW1/4SE1/4,
NE1/4SE1/4

Section 20: Lots 1, 2, 3, 4, S1/2NE1/4, and that
portion of the N1/2SE1/4 lying North
and East of the Badger Creek County
Road

Section 21: S1/2NW1/4, SW1/4NE1/4, SE1/4,
NE1/4SW1/4 and that portion of the
NW1/4SW1/4, S1/2SW1/4 lying
Northeast of the Badger Creek County
Road; Also including that portion of
the SE1/4SW1/4 of Section 21 lying
Southwest of the Badger Creek County
Road and Southeast of a tract of land
described in Book 283 of Deeds, Page
528

Section 27: Lots 2 (31.16 acres), 3 (31.00 acres)
and 4 (30.84 acres), and all that part of
Lot 1 (31.32 acres), except that portion
conveyed to Gilt Edge Mining
Corporation in Book 326 of Deeds,
Page 363

Section 28: NE1/4NE1/4, NW1/4NE1/4,
S1/2NE1/4, SE1/4, NE1/4SW1/4,
SW1/4NW1/4, and all that part of the
N1/2NW1/4 and SE1/4NW1/4
described in the Special Warranty
Deed from Metropolitan Life
Insurance Company to Jack C. Dow
and Dorothy L. Dow recorded in Book
332 of Deeds at Page 201

Section 30: NE1/4NE1/4, E1/2NW1/4

Section 34: Lots 1 (30.73 acres), 2 (30.66 acres),
NW1/4SE1/4, NE1/4NW1/4,
SE1/4NW1/4

2. Operator is hereby granted, as to all of the acreage described in paragraph 1 above, all of the rights set forth in the Agreement.

3. The parties acknowledge and agree that the Agreement has been assigned in part to Pennaco Energy. This Second Amendment to the Agreement is operative only as to acreage that Operator did not assign to Pennaco Energy.

Dated to be effective this 5th of January, 2007.

Bert W. Dow Revocable Trust dated March 6, 2003

Bert W. Dow
Bert W. Dow, Trustee

J. M. Huber Corporation

RB By: Jeffrey J. Ellena
Jeffrey J. Ellena
Chief Financial Officer -
Natural Resources/Technology Based Services

STATE OF WYOMING)

) ss.

COUNTY OF SHERIDAN)

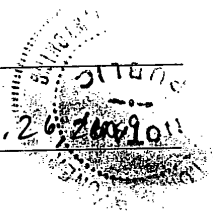
The foregoing instrument was acknowledged before me this 5th day of January, 2007,
by Bert W. Dow, as Trustee of the Bert W. Dow Revocable Trust dated March 6, 2003.

Witness my hand and official seal.

[Signature]

Notary Public

My commission expires: Nov. 26, 2010



STATE OF TEXAS)

) ss.

COUNTY OF HARRIS)

The foregoing instrument was acknowledged before me this 5th day of January, 2007,
by Jeffrey J. Ellena, as Chief Financial Officer - Natural Resources/Technology Based Services
of J. M. Huber Corporation, a New Jersey corporation.

Witness my hand and official seal.

[Signature]

Notary Public

My commission expires: Dec 22, 2010

