

## ASSIGNMENT, ASSUMPTION AND AMENDMENT OF MINING LEASE

THIS AGREEMENT made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2013, by and between WPP LLC, a Delaware limited liability company (WPP) with an address of 5260 Irwin Road, Huntington, West Virginia 25705, and WESTERN POCAHONTAS PROPERTIES LIMITED PARTNERSHIP, a Delaware limited partnership (WPPLP) with an address of 5260 Irwin Road, Huntington, West Virginia 25705, (in conjunction known as "Lessors"), BEACON RESOURCES INC., a West Virginia corporation ("Assignor"), and \_\_\_\_\_ ("Assignee").

**WHEREAS**, Assignor and the Lessors are parties to a lease agreement dated January 1, 2010 (the "Lease"), as amended by an Amendment to Mining Lease dated June 21, 2011; a Second Amendment to Mining Lease dated September 6, 2012; and a Third Amendment to Mining Lease dated April 30, 2013, pursuant to which the Lessors have granted certain rights and interests in, over, and with respect to certain properties situated in Davis District, Tucker County, West Virginia, as more particularly described in the Lease;

**WHEREAS**, the Assignor wishes to assign to the Assignee, and the Assignee wishes to assume all of the rights and obligations of the Assignor under the Lease, subject to certain amendments to the Lease as described herein, and the Lessors are agreeable to such assignment and assumption of the Lease and the obligations thereunder;

**WHEREAS**, the parties wish to amend certain provisions of the Lease as more particularly described herein;

**WHEREAS**, all capitalized terms used and not otherwise defined herein have the meanings ascribed to them in the Lease.

**NOW THEREFORE** in consideration of the premises, mutual covenants and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by each of the parties hereto, the parties agree as follows:

1. **Assignment.** The Assignor hereby assigns, transfers and sets over to the Assignee all of the Assignor's rights under the Lease, and all of the Assignor's right, title and interest in, to and under the Leased Premises as set out in the Lease, effective as of the date hereof.
2. **Acceptance.** The Assignee hereby accepts the within assignment and agrees to assume all of the Assignor's obligations for the full and faithful observance of all the covenants, terms and obligations contained in the Lease, and undertakes to perform all of the same as if the Assignee had signed the Lease in the place of the Assignor.

3. **Amendment.** The Lease is hereby amended, effective as of the date hereof, as follows:
- (A) Section four (4) in the Second Amendment to Mining Lease dated September 6, 2012, is deleted in its entirety and replaced with the following: "With respect to coal which is mined and sold from the interests of Lessors, Lessee shall pay a royalty rate of eight ("8%") of the Gross Selling Price per ton of coal, f.o.b. at Leased Premises. Lessee shall pay coal royalty to the appropriate owner at the time and places they may designate".
- (B) In all other respects, the Lease dated January 1, 2010, shall remain in full force and effect in accordance with its terms and provisions, without additional amendments, modifications or changes.
4. **Consent and Release.** Lessors, by their execution hereof, hereby confirm that they consent to such assignment of the Lease and that such agreement shall continue in full force and effect with the Assignee substituted as a party thereto in place of the Assignor, and that all future payments under the Lease shall be henceforth payable directly by the Assignee.
5. **Consent Conditions.** The Consent of Lessors given hereby is given upon the following conditions:
- (A.) The Lessors' Consent shall not be construed as a grant of consent to any subsequent or other sublease, assignment, conveyance, mortgage or transfer of all or any part of the Lease or any subsequent or other change in the ownership structure or control of entities with a controlling interest in Beacon Resources Inc.
- (B.) Neither this Consent nor any provision hereof may be supplemented, changed, waived, discharged or terminated orally, or by any course of dealing or trade usage, except by and through an instrument in writing signed by all parties.
- (C.) The terms, conditions, and covenants herein shall extend to, be binding upon, and inure to the benefit of, the successors and assigns of the parties hereto.
- (D.) This Consent shall be interpreted and governed by the laws of West Virginia, without regard to the law thereof regarding choice of law.
- (E.) The Lessors' Consent, shall not be construed as a grant of consent to any subsequent or other sublease, assignment, conveyance, mortgage or transfer of all or any part of the Lease or any subsequent or other change in the ownership structure or control of entities with a controlling interest in Beacon Resources Inc.

6. **Counterparts.** This Agreement may be executed in one or more counterparts and by facsimile, each of which will be deemed to be an original but all of which together will constitute one and the same instrument.

IN WITNESS WHEREOF the parties have executed this Agreement as of the date first above written.

**BEACON RESOURCES INC.**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**NRP (OPERATING) LLC**

on behalf of **WPP LLC**, as its sole member

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**WESTERN POCAHONTAS PROPERTIES  
LIMITED PARTNERSHIP**, by its General  
Partner, **Western Pocahontas Corporation**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

\_\_\_\_\_  
Name of Assignee

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Title (if applicable)