**EXHIBIT [\_\_]**

**MODIFICATIONS TO LOAN AGREEMENT**

**(Oil, Gas, and Mineral Rights)**

The foregoing Loan Agreement is hereby modified as follows:

1. Capitalized terms used and not specifically defined herein have the meanings given to such terms in the Loan Agreement.
2. Section 6.01(b) (Property Characteristics) is hereby amended by adding the following provision to the end thereof:

[(\_\_)] No surface or subsurface activity relating to the exploration, excavation, or removal of oil, gas, or other minerals from or about the Mortgaged Property is on-going and, to Borrower’s knowledge, none is planned by any Person.

1. Section 6.02(b) (Property Maintenance) is hereby amended by adding the following provision to the end thereof:

[(\_\_)] give written notice to Lender of any notice received or knowledge obtained that any Person intends to conduct surface or subsurface activity on, or use the Mortgaged Property for, the exploration, excavation, or removal of oil, gas, or other minerals from or about the Mortgaged Property. Borrower shall indemnify and hold Lender harmless for, from, and against any and all actions, suits, claims, demands, liabilities, losses, damages, obligations, costs, or expenses, including litigation costs and reasonable attorneys’ fees, arising from, or in any way connected with or related to, any surface or subsurface activity on, or use of, the Mortgaged Property for the exploration, excavation, or removal of oil, gas, or other minerals from or about the Mortgaged Property.

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Borrower Initials