

OIL AND GAS LEASE
PAID-UP NON-SURFACE OCCUPANCY LEASE

THIS OIL AND GAS LEASE (the "Lease") made and entered into this 1st day of December, 2014 by and between Plum Borough School District (whether one or more, the "LESSOR"), and HUNTLEY & HUNTLEY ENERGY EXPLORATION, LLC, 2660 MONROEVILLE BOULEVARD, MONROEVILLE, PA 15146, ("LESSEE").

1. **GRANTING CLAUSE:** LESSOR, for and in consideration of One Dollar (\$1.00) and other valuable consideration paid by LESSEE, the receipt of which is acknowledged, and the covenants and agreements contained in this Lease grants, leases and lets exclusively to LESSEE, its successors and assigns, all the oil and gas, including but not limited to coal seam gas, coalbed methane gas, coalbed gas, methane gas, gob gas, and all associated natural gas and other hydrocarbons and non-hydrocarbons contained in, associated with, emitting from or produced/originating within any formation, mineral, gob area, mined out area, coal seams and all communicating zones, and their liquid or gaseous constituents, whether hydrocarbon or non-hydrocarbon, underlying the land herein leased (whether one or more, "Oil and Gas"). The Lease is granted for any or all of the following purposes: Exploring for by geophysical, geological, seismic, and other methods, including core drilling, drilling, operating for, producing, removing, transporting and marketing Oil and Gas; the right to stimulate all coal seams or other strata or formations using any and all methods and technology available at the time of stimulation; the right to conduct surveys (including geophysical and seismic surveys); and the right to conduct secondary or tertiary recovery operations by injecting gas, water and other fluids or air into subsurface strata. **NOTWITHSTANDING ANY PROVISION CONTAINED IN THIS LEASE TO THE CONTRARY, LESSEE IS PROHIBITED FROM USING THE SURFACE OF THE LEASED PREMISES FOR ANY PURPOSE WITHOUT THE PRIOR WRITTEN CONSENT OF THE LESSOR.**
2. **DESCRIPTION OF THE LEASED LANDS:** The lands covered by the Lease are situated in Plum Boro Township, Allegheny County, Commonwealth of Pennsylvania, Tax Parcel Number(s) See "Exhibit B", being all the property owned by LESSOR or to which LESSOR may have any rights in said Township, containing 38.492 acres, more or less, and including all adjacent or contiguous lands including accretions, small strips or parcels of land now or hereafter owned or claimed by LESSOR, although not included within the boundaries of the land particularly described above, and being the property described in Deed Book See "Exhibit B", Page See "Exhibit B", and/or at Instrument No. See "Exhibit B" of the Allegheny County Recorder of Deeds Office ("Leased Premises").
3. **TERM OF LEASE:** This Lease shall continue in force and the rights granted to LESSEE shall be quietly enjoyed by LESSEE for a term of Ten (10) years from December 1, 2014 (the "Primary Term"), and as long thereafter as operations are conducted on the Leased Premises with no cessation for more than one hundred twenty (120) consecutive days, or as long as well(s) producing Oil and Gas in paying quantities or well(s) capable of producing Oil and Gas in paying quantities from the Leased Premises or from lands unitized or pooled therewith, in the sole judgment of LESSEE, or as the Leased Premises shall be operated by LESSEE or as otherwise maintained in full force and effect pursuant to the other provisions in this Lease. For purposes of this Lease, the word "operations" shall be defined as any one or more of the following: Making applications for any necessary permits required for operations, grading or preparation of a drill site; the placement of a drilling rig on a drill site location on the Leased Premises or any land unitized or pooled therewith; and the actual commencement of the drilling of either the top hole or the lateral portion, as the case may be, of any well upon the Leased Premises or lands unitized or pooled therewith. "Operations" also includes any testing, completing, fracturing or stimulating a well, reworking, recompleting, deepening, plugging back or repairing of a well in search for or with the intention of obtaining production of Oil and Gas, whether or not ultimately produced in paying quantities.
4. **EXTENSION OF LEASE:** Prior to the expiration of the Primary Term of this Lease, LESSEE shall have the option to extend all or any portion of this Lease for an additional term of Ten (10) years, which will serve to extend the Primary Term of this Lease to a total of Twenty (20) years. LESSEE shall exercise such option by tendering to LESSOR a payment in the amount of \$2,000.00 per net acre. Such option may be exercised by LESSEE at any time prior to the end of the original Ten (10) year Primary Term by notifying LESSOR in writing that LESSEE is exercising its right to extend this Lease and contemporaneous with said notice LESSEE shall pay or tender to LESSOR the consideration set forth above. LESSOR agrees to allow LESSEE to file of record, a notice of LESSEE's exercise of the option to extend the Primary Term of this Lease.
5. **PAID-UP LEASE:** This Lease is a Paid-Up Lease and shall not require the payment of any annual delay rentals to maintain the Lease in full force and effect during the Primary Term hereof.
6. **ROYALTY PAYMENTS:** LESSEE covenants and agrees:
 - (A) For Oil and Gas and other hydrocarbons produced with gas, removed and recovered from the surface to 650 feet above the top of the Tully Limestone formation, to pay LESSOR, as royalty for the Oil and Gas, saved and sold from the Leased Premises, Twelve and One Half Percent (12.5%) of the net amount realized by LESSEE for the sale and delivery of such Oil and Gas. Payment of royalty for Oil and Gas marketed during any calendar month to be on or about the 60th day after receipt of such funds by LESSEE, subject to LESSEE's verification of LESSOR's mineral/hydrocarbon ownership.
 - (B) For Oil and Gas and other hydrocarbons produced with gas, removed and recovered from 650 feet above the Tully Limestone formation to the center of the earth, to pay Lessor, as royalty for the Oil and Gas, saved and sold from the Leased Premises, Sixteen Percent (16%) of the net amount realized by LESSEE for the sale and delivery of such Oil and Gas. Payment of royalty for Oil and Gas marketed during any calendar month to be on or about the 60th day after receipt of such funds by LESSEE, subject to LESSEE'S verification of LESSOR'S mineral/hydrocarbon ownership.

Any royalty payments to be made by LESSEE to LESSOR on any Oil and Gas produced from the Leased Premises and when sold by LESSEE shall be based on the net amount realized by LESSEE, computed at the mouth of the well.

 - (C) There shall be no deductions from the royalty payments in (A) and (B) above for any costs of production, including exploring or surveying the Leased Premises for Oil and Gas, or installing, drilling, completing, equipping and producing a well. However, such royalty payments shall be less LESSOR's pro-rata share of post-production costs. Post-production costs include, without limitation, (i) all costs actually incurred by LESSEE and all losses of produced volumes whether by use as fuel, line loss, flaring, venting or otherwise from and after the wellhead to the point of sale by LESSEE; (ii) all costs of gathering, marketing, compression, dehydration, transportation, processing and removal of liquid hydrocarbons, and other liquids or gaseous substances or impurities from the production; and (iii) any other treatment or processing required by the purchaser or to otherwise market and sell gas, oil or any other hydrocarbons or substances produced with oil or gas. LESSEE also may deduct from royalty payments LESSOR's pro rata share of any tax imposed by any government body that is levied upon the

- value of production or the severance of Oil and Gas from the Leased Premises.
- (D) If, after the expiration of the primary term, the production of oil gas or their constituents is interrupted and not marketed for a period of one hundred eighty (180) days, and there is no producing well on the Leased Premises or on lands unitized or combined with the Leased Premises, LESSEE shall thereafter, as Royalty for constructive production, pay a Shut-In Royalty of Fifteen Dollars (\$15.00) per net mineral acre, proportionately reduced to LESSOR's percentage of ownership in the Leased Premises until such time as production is re-established and said payment shall maintain the Lease in full force and effect to the same extent as payment of Royalty. During Shut-In, LESSEE shall have the right to re-work, stimulate or deepen any well or drill a new well on the Leased Premises or on lands unitized or combined with the Leased Premises in an effort to re-establish production from an original producing formation or from a different formation. In the event that the production from the only producing well on the Leased Premises or on lands unitized or combined with the Leased Premises is interrupted for a period of less than one hundred eighty (180) days, this Lease shall remain in full force and effect without payment of Royalty or Shut-In Royalty.
7. **ADDRESS FOR PAYMENTS:** LESSEE shall make or tender all payments due hereunder by check, payable to LESSOR, at LESSOR's last known address. LESSOR shall be responsible to provide notification and documentation to LESSEE when a change in land or mineral ownership occurs. Pending the receipt of documentation, LESSEE may elect either to continue to make or withhold payments as if such a change had not occurred.
 8. **POOLING and UNITIZATION:** LESSOR grants to LESSEE the right at any time and/or from time to time as deemed necessary or advisable by Lessee, to pool or consolidate the Leased Premises or any part thereof or strata under the Leased Premises with other lands, whether owned by or leased to LESSEE or owned by or leased to others, to form oil, gas, and/or coalbed methane gas pooled unit(s) for the purpose of drilling a well or wells thereon. LESSEE is granted the right to change the size, shape and conditions of operations or payment of any unit(s) created. LESSOR agrees to accept and receive out of the production or revenue realized from production of such unit(s), such proportional share of the Royalty from each unit well as the number of Leasehold acres included in the unit(s) bears to the total number of acres in the unit(s). Otherwise, the drilling operations in preparation for drilling, production from, or payment for Royalty or Shut-In Royalty for a well on such a unit shall have the same effect upon the terms of this Lease as if the well were located on the Leased Premises.
 9. **PREFERENTIAL RIGHT TO PURCHASE:** In the event LESSOR, during the term of this Lease or within one (1) year of the termination of the same, receives a bona-fide offer which LESSOR is willing to accept from any party offering to pay LESSOR for either an oil and gas lease or a purchase covering all or any royalties or any or all of the Oil and Gas associated with the Leased Premises, LESSOR agrees to notify LESSEE in writing of said offer immediately, including in the notice the name and address of the offeror, the price offered and all other pertinent terms and conditions of the offer. LESSEE, for a period of fifteen (15) days after receipt of the notice by certified return receipt mail, shall have the prior and preferred right and option to acquire from LESSOR a lease or other rights covering all or a part of the Leased Premises at the price and according to the terms and conditions specified in the offer. If LESSEE does not respond within said fifteen (15) day notice period, it will be deemed that LESSEE waives its rights with regard to such offer.
 10. **EXISTING WELLS EXCEPTED:** LESSOR excepts and reserves from this Lease any and all existing well(s) that may be situated on the Leased Premises. LESSEE shall not be responsible for any liabilities, including environmental or plugging obligations as associated with said well(s).
 11. **LIENS:** LESSOR grants to the LESSEE, for the protection of LESSEE's interest hereunder, the right to pay and satisfy or reduce, either before, or after maturity, any judgment, claim, lien or mortgage against LESSOR's interest in the Leased Premises and upon any such payment to become subrogated to the rights of such claimant, lien holder or mortgagee, and the right to deduct amounts so paid from all royalties or other payments payable or which may become payable to LESSOR and/or LESSOR's assigns under this Lease.
 12. **FORCE MAJEURE:** In the event LESSEE is unable to perform any of the acts of LESSEE by reason of force majeure or by any other cause not reasonably within LESSEE's control, this Lease shall remain in full force and effect until LESSEE can reasonably perform said act or acts or to remove the restriction causing the delay and in no event shall this Lease expire for a period of ninety (90) days after the termination or elimination of such force majeure event.
 13. **INDEMNIFICATION:** LESSEE agrees to indemnify, protect, save harmless and defend LESSOR from and against any loss, claim or expense, including without limitation claims for injury or death to persons or damage to property occurring as a result of LESSEE's use of the Leased Premises, or as a result of loss, expense, injury, death or damage which would not have occurred but for LESSEE's use of the Leased Premises, except to the extent any such damage or injury is caused in whole or in part by LESSOR's negligence, gross negligence or intentional acts.
 14. **NOTICE:** In the event of any default or alleged default by LESSEE in the performance of any of its obligations under this Lease, LESSOR shall notify LESSEE in writing setting out specifically in what respects LESSEE has breached this Lease. LESSEE shall then have sixty (60) days after receipt of said notice within which to dispute such alleged default or to meet or commence to meet all or any part of the default alleged by LESSOR. The service of said notice shall be precedent to the bringing of any action by LESSOR arising out of or related to this Lease for any cause, and no such action shall be brought until the lapse of sixty (60) days after service of such notice on LESSEE. Neither the service of said notice nor the doing of any acts by LESSEE aimed to meet all or any part of the alleged breaches shall be deemed an admission or presumption that LESSEE has failed to perform any or all of its obligations under this Lease. All notices to LESSEE provided for in this Lease shall be sent by certified mail return receipt requested to LESSEE at LESSEE's address provided on Page One (1) of this Lease.
 15. **WARRANTY:** LESSOR warrants that it is unaware of any valid oil and gas lease affecting the Leased Premises and that LESSOR is not receiving any royalty, shut-in royalty, gas storage or bonus payments as a result of any prior oil and gas lease affecting the Leased Premises. It is mutually agreed that this Lease contains and expresses all of the agreements and understandings of the parties with regard to the subject matter thereof, and no implied covenant, agreement or obligation shall be read into this Lease or imposed upon the parties or either of them. LESSOR further agrees to sign such additional documents as may be reasonably requested by LESSEE to perfect LESSEE's title to the Oil and Gas leased herein.
 16. **SEVERABILITY:** This Lease shall in all circumstances be construed against invalidation, termination, or forfeiture. Failure of payment of rental or royalty on any part of this Lease shall not void this Lease as to any other part. If any provision of this Lease shall be determined to be invalid, illegal, unenforceable or in conflict with the law of any jurisdiction, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby. The parties expressly agree that in the event any provision of this Lease is determined to be invalid, illegal, and unenforceable or in conflict with the law of any jurisdiction, the provision shall be revised in such manner as to be valid, legal, and enforceable.

17. ADDENDUM & PAY LETTER ATTACHED: This Lease is further subject to the additional terms and conditions as detailed on the Addendum To Oil And Gas Lease and the Confidential Pay Letter which is labeled Exhibit "A", both of which are attached hereto and made a part hereof.

IN WITNESS WHEREOF, LESSORS have set their hands to this Lease as of the day and date first above written to be effective as of such date unless indicated here with an alternative effective date. Alternative effective date of: _____ (Initials). Signed and acknowledged in the presence of:

LESSOR(S)

By: _____

By: _____

By: _____

By: _____

By: _____

LESSEE: HUNTLEY & HUNTLEY ENERGY EXPLORATION, LLC

By: _____
Keith N. Mangini, President

Exhibit "B"

This Exhibit is attached to and made a part thereof that certain Oil and Gas Lease by and between Plum Borough School District, and Huntley and Huntley, Inc., (Lessee), dated this 1st day of December, 2014 covering those certain tracts of land situate in the Plum Boro Township, Allegheny County, Pennsylvania bounded substantially as follows:

Tax ID #	Deed Book	Deed Page	Instrument No.	Acreage
848-J-110	10589	413		6.5
849-N-389	6386	518		3.192
1239-N-137	9035	385		21.085
1239-G-395	9040	546		7.735

TOTAL ACREAGE:

38.492

IN WITNESS WHEREOF the Lessors have hereunder set their hands. Signed and acknowledged in the presence of:

LESSOR(S):

By: _____

By: _____

By: _____

By: _____

By: _____

LESSEE:

Huntley & Huntley Energy Exploration, LLC

By: _____

Keith N. Mangini, President

INDIVIDUAL ACKNOWLEDGMENT

Initials: _____

COMMONWEALTH OF PENNSYLVANIA
COUNTY OF ALLEGHENY

On this, the _____ day of December, 2014, before me a Notary Public, the undersigned officer, personally appeared Plum Borough School District, known to me (or satisfactorily proven) to be the person(s) whose name(s) is/are subscribed to the within instrument, and acknowledged that he/she/they executed the same for the purposes therein contained.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

Notary Public

LIMITED LIABILITY COMPANY ACKNOWLEDGEMENT

COMMONWEALTH OF PENNSYLVANIA
COUNTY OF Allegheny

On this, the _____ day of _____, _____, before me, a Notary Public, the undersigned officer, personally appeared Keith N. Mangini, who acknowledged himself to be the President ("Officer") of Huntley & Huntley Energy Exploration, LLC, a limited liability company, and that he as such Officer, being authorized to do so, executed the foregoing instrument for the purposes therein contained by signing the name of the company by himself as such Officer.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

Notary Public

ADDENDUM TO OIL AND GAS LEASE

ATTACHED TO AND BY REFERENCE MADE A PART OF THAT CERTAIN OIL AND GAS LEASE DATED 1st DAY OF December, 2014, MADE AND ENTERED INTO BY AND BETWEEN Plum Borough School District AS LESSOR AND HUNTLEY & HUNTLEY ENERGY EXPLORATION, LLC.

Should there be any inconsistency between the terms and conditions set forth in the main body of this Lease and the terms and conditions specified in the Addendum, the provisions of the Addendum shall prevail and supersede the inconsistent provisions of the main body of this Lease.

Compliance with Laws: All drilling operations of Lessee on the Leased Premises shall be conducted in accordance with all applicable governmental regulations.

No Gas Storage: Lessee is not granted any right to use the Leased Premises, or any portion thereof, for the purpose of storing natural gas other than natural gas derived from the Leased Premises or from a unit of which it is a part.

No Disposal Wells: Lessee is not granted any right whatsoever to use the Leased Premises or any portion thereof, for the construction of any disposal well, injection well, or the construction of a water disposal facility.

No Other Minerals: This Lease shall cover only oil and gas, coal bed methane and related hydrocarbons and related constituents that may be produced through the well bore; and all other minerals, including, but not limited to lignite coal, uranium, sulfur, gravel, copper and metallic ores are not included in this Lease. It is nonetheless expressly agreed and acknowledged that this Lease includes all oil, gas and other hydrocarbons and constituents thereof produced from any and all mineral formations, including all shale formations.

Ad Valorem Taxes: In the event that there is a change in the Pennsylvania tax code that provides for an increase in ad valorem taxes attributable to or resulting from the assessment of oil and gas due to production from the Leased Premises, Lessor and Lessee shall abide by the law and pay their proportional share.

LESSOR(S):

LESSEE: Huntley & Huntley Energy Exploration, LLC

By: _____

By: _____
Keith N. Mangini, President

By: _____

By: _____

By: _____

Initials: _____

CONFIDENTIAL EXHIBIT "A"

Thank you for tendering the attached oil and gas lease ("Lease") to Huntley & Huntley Energy Exploration, LLC ("Lessee").

Lessee pays an initial \$1.00 payment to each property owner as consideration for executing the Lease. After the Lease has been properly executed by each interest owner and Lessee's representative completes a title review at the courthouse of the county in which your land is located, the Lease is submitted to Huntley's management for approval.

The Lease is reviewed to ensure that the proper persons ("Lessor(s)") have appropriately executed the Lease, that the oil, gas and coalbed methane rights are intact and owned by the Lessor(s), the lands covered by the Lease remain desirable to Huntley, and to determine the status of any other oil, gas and coalbed methane leases that may be active on the Leased Premises (a certified title examination is usually completed by a title attorney prior to drilling). The Landman then submits the results of the title review along with the Lease and a detailed map of the Leased Premises to Lessee's management for processing and approval.

The Lease is then further reviewed by a member of Lessee's Land Administration Department. The property is placed on Lessee's land maps and the Lease information is entered into our computer system. Lessee then reviews the Lease terms and conditions and, if approved, its Accounting Department is instructed to make the appropriate Lease payments, as they come due.

Lessee, hereby agrees to pay the following oil, gas and coalbed methane gas owner the amount set forth below, SUBJECT TO: 1) review and approval of title, and 2) management approval as outlined above.

ONE DOLLAR (\$1.00) CONSIDERATION PAID TO AND ACKNOWLEDGED BY LESSOR UPON EXECUTION AND PAYMENT OF ~~\$2,000.00~~ PER NET ACRE, TO BE ISSUED ON OR BEFORE 90 BUSINESS DAYS FROM THE EXECUTION DATE OF THIS LEASE BY ALL LESSORS; IN THE EVENT THAT LESSEE DOES NOT ACCEPT THIS LEASE BY THE 90TH BUSINESS DAY FROM EXECUTION BY ALL LESSOR(S), THE LEASE IS NOT ACCEPTED AND SHALL NOT BE BINDING ON LESSEE OR LESSOR(S), AND LESSEE SHALL HAVE NO OBLIGATION TO PAY THE AFORESAID AMOUNT, AND THIS LEASE WILL BE NULL AND VOID AND RETURNED TO LESSOR.

LEASE EXECUTION DATE:

December 1, 2014

LEASE PAYMENT DATE ON OR BEFORE: April 6, 2015 (90 business days from the Lease Execution Date of the last Lessor signing lease)

LANDMAN:

Lou Arrico

LESSOR(S):

By: _____

By: _____

By: _____

By: _____

By: _____

Initials: _____

MEMORANDUM OF NON-SURFACE OIL AND GAS LEASE

THIS MEMORANDUM OF OIL & GAS LEASE ("Memorandum"), dated this 1st day of December, 2014 by and between Plum Borough School District hereinafter called Lessor, and HUNTLEY & HUNTLEY ENERGY EXPLORATION, LLC, hereinafter called Lessee, WITNESSETH:

1. For and in consideration of One Dollar (\$1.00) and other good and valuable consideration paid and to be paid by Lessee to Lessor, and in further consideration of the rents reserved and the covenants and conditions more particularly set forth in that certain Oil and Gas Lease between Lessor and Lessee dated December 1, 2014 and commencing December 1, 2014 (hereinafter referred to as the "Lease") does hereby grant, demise, lease and let exclusively unto Lessee the following described premises:

Said land is situate in Plum Boro Township, Allegheny County, Commonwealth of Pennsylvania, Tax Parcel Number(s) See "Exhibit A", being all the property owned by Lessor or to which the Lessor may have any rights in said Township or adjoining Townships, containing 38.492 acres, more or less, and being the property described in Deed Book See "Exhibit A", Page See "Exhibit A", and/or at Instrument No. See "Exhibit A" of the Allegheny County Record of Deeds.

2. TO HAVE AND TO HOLD the Premises for a term of Ten (10) years thereafter from the commencement date, which term may be extended for a Ten (10) year term after the expiration of the initial primary term, said Lease extension period expiring 1st day of December, 2024, and so much longer thereafter as oil, gas or coalbed methane gas or their constituents are produced or are capable of being produced on the Premises in paying quantities, or as the Premises shall be operated by Lessee in the search of oil, gas or coalbed methane gas as further set forth in the Lease, unless earlier terminated in accordance with the terms and provisions of the Lease. Furthermore, the Lease provides that the Lessee shall have a fifteen (15) day right of first refusal with regard to any lease or agreement of sale relative to the oil and gas interests or royalties of Lessor entered into with a third party during the term of the Lease or within one (1) year of the expiration thereof.

3. The rental, covenants, provisions and conditions of this Memorandum shall be the same as the rental, covenants, provisions and conditions set forth in the Lease to which rental, covenants, provisions and conditions reference is hereby made and the same are hereby incorporated by reference as though fully written herein.

4. In the event the Lease is in the future amended or supplemented by written instrument executed by the parties in interest thereto or shall be assigned or terminated in any manner permitted under the terms thereof, then without any further act or instrument whatsoever, this Memorandum shall likewise and to the same effect be amended, assigned or terminated, as the case may be.

5. This Memorandum is executed in simplified short form for the convenience of the parties and for the purpose of recording the same and this Memorandum shall not have the effect of in any way modifying, supplementing or abridging the Lease or any of its provisions as the same or now or may hereafter be in force and effect.

6. The Lease and this Memorandum may be executed either as one instrument or in several partially executed counterparts and the original and all counterparts shall be construed together and shall constitute one Lease and one Memorandum. Should less than all of the named Lessors execute the Lease or this Memorandum, the Lease and this Memorandum shall be binding on only those who are signatories thereto.

IN WITNESS WHEREOF the Lessors have hereunder set their hands. Signed and acknowledged in the presence of:

LESSOR(S):

LESSEE: Huntley & Huntley Energy Exploration, LLC

By: _____

By: _____
Keith N. Mangini, President

By: _____

By: _____

By: _____

Exhibit "A"

This Exhibit is attached to and made a part thereof that certain Oil and Gas Lease by and between Plum Borough School District, and Huntley and Huntley, Inc., (Lessee), dated this 1st day of December, 2014 covering those certain tracts of land situate in the Plum Boro Township, Allegheny County, Pennsylvania bounded substantially as follows:

<u>Tax ID #</u>	<u>Deed Book</u>	<u>Deed Page</u>	<u>Instrument No.</u>	<u>Acreage</u>
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1239-G-395	9040	546		7.735

TOTAL ACREAGE:

38.492

IN WITNESS WHEREOF the Lessors have hereunder set their hands. Signed and acknowledged in the presence of:

LESSOR(S):

By: _____

By: _____

By: _____

By: _____

By: _____

LESSEE:

Huntley & Huntley Energy Exploration, LLC

By: _____

Keith N. Mangini, President

INDIVIDUAL ACKNOWLEDGMENT

COMMONWEALTH OF PENNSYLVANIA
COUNTY OF Allegheny

On this, the ____ day of December, 2014, before me a Notary Public, the undersigned officer, personally appeared Plum Borough School District, known to me (or satisfactorily proven) to be the person(s) whose name(s) is/are subscribed to the within instrument, and acknowledged that he/she/they executed the same for the purposes therein contained.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

Notary Public

LIMITED LIABILITY COMPANY ACKNOWLEDGEMENT

COMMONWEALTH OF PENNSYLVANIA
COUNTY OF Allegheny

On this, the ____ day of _____, before me, a Notary Public, the undersigned officer, personally appeared Keith N. Mangini, who acknowledged himself to be the President ("Officer") of Huntley & Huntley Energy Exploration, LLC, a limited liability company, and that he as such Officer, being authorized to do so, executed the foregoing instrument for the purposes therein contained by signing the name of the company by himself as such Officer.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

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Notary Public