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

THIS OIL AND GAS LEASE (the "Lease") made and entered into this 11th day of August, 2016 by and between Preservation Partners, a Pennsylvania limited partnership, having an address of P.O. Box 431 Saxonburg, Pa 16056, (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, coal bed methane gas, coal bed 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); to transport by pipelines or otherwise across and through the Leased Premises Oil and Gas from the lands covered by the Lease, or from lands unitized or pooled therewith, for so long as the transportation of such production may be desired by LESSEE; the placing of tanks, equipment, electric power lines, telephone lines, water lines, impoundments and ponds, compression and collection facilities, roads and structures for the production of Oil and Gas, together with the right to enter into and upon the lands covered by the Lease, or upon lands unitized or pooled therewith, at all times for the aforesaid purposes, and the right to conduct secondary or tertiary recovery operations by injecting gas, water and other fluids or air into subsurface strata. No roads from adjacent non-unitized or pooled properties shall be constructed on the lands covered by the Lease without LESSOR's written consent. Any equipment or pipelines from other wells not located on such lands or on lands unitized or pooled therewith shall be approved by LESSOR in writing.

2. **DESCRIPTION OF THE LEASED LANDS:** The lands covered by the Lease are situated in Clinton Township/Borough/Municipality, Butler County, Commonwealth of Pennsylvania, Tax Parcel Number(s) 100-1F159-8A, being all the property owned by LESSOR or to which LESSOR may have any rights in said Township/Borough/Municipality, containing 74.65 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. See Deed Book N/A, Page N/A, and/or Instrument No.200104200009150 recorded in the Butler 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 August 11, 2016 (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. **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. This Lease shall not terminate for any default unless LESSOR first gives LESSEE written notice by certified mail return receipt requested, of such default, and LESSEE, if in default, fails to tender such payment to LESSOR within sixty (60) days of receipt of such notice or fails within sixty (60) days of receipt of such notice to commence the compliance with such obligations stated in said notice.

5. **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 (12.5%) percent 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, Fifteen Percent (15%) 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.

6. **ADDRESS FOR PAYMENTS:** All money due under this Lease shall be paid or tendered to LESSOR at the address shown above or to the credit of LESSOR through LESSOR's agent as follows: SAME AS ABOVE, and such agent shall continue as LESSOR's agent to receive any and all sums payable under this Lease regardless of changes in ownership in the Leased Premises, or in the Oil and Gas or in the royalties payable under this Lease until delivery to LESSEE of notice of change of ownership. No change of ownership in the Leased Premises or in the royalties payable under this Lease shall be binding on LESSEE until sixty (60) days after a notice is delivered to LESSEE, duly signed by the parties including a certified copy of the instruments of conveyance or assignment to such new owner, which have been properly filed of record.

7. **CESSATION OF OPERATIONS OR PRODUCTION / CONTINUOUS OPERATIONS:** If, at the expiration of the Primary Term, Oil and Gas are not being produced on the Leased Premises, or on acreage unitized or pooled therewith, but LESSEE is then engaged in drilling, completion or reworking operations thereon or shall have completed a dry hole thereon within one hundred twenty (120) days prior to the end of the Primary Term, this Lease shall remain in full force and effect so long as operations for drilling or reworking continue with no cessation of more than one hundred twenty (120) consecutive days, and if they result in the production of Oil and Gas, so long thereafter as Oil and Gas is produced from said Leased Premises or from acreage unitized or pooled therewith. If, after the expiration of the Primary Term of this Lease and after Oil and Gas is produced from the Leased Premises or upon lands unitized or pooled therewith, the production thereof should cease from any cause, this Lease shall not terminate if LESSEE commences operations for drilling or reworking within one hundred twenty (120) days after the cessation of such production, but shall remain in force and effect so long as such operations are prosecuted with no cessation of more than one hundred twenty (120) consecutive days, and if they result in the production of Oil and Gas, so long thereafter as Oil and Gas is produced from the Leased Premises or upon lands unitized or pooled therewith.

8. **SHUT-IN PROVISION:** If, at the end of the primary term or at any time or times thereafter, there is a well or wells on said land or on lands with which said land or any portion thereof has been pooled, capable of producing oil or gas, and all such wells are shut-in because of (i) lack of market or market facilities (including pipelines) or available transportation on existing pipelines; (ii) the necessity to construct or repair facilities including pipeline, gas processing or treating facilities or compressors, including such facilities which may be situated on lands other than those described herein; (iii) the necessity to construct, maintain, repair or replace a pipeline(s) carrying oil or gas produced from the leased lands or lands pooled therewith; (iv) as a result of events of force majeure beyond the reasonable control of lessee; or (v) under any other such similar circumstances, this lease shall continue in force as though operations were being conducted on said land or oil or gas produced therefrom for so long as said wells are shut-in, and thereafter this lease shall continue in force as if no shut-in had occurred, provided the shut-in payment set forth in this paragraph is paid or tendered by lessee. If, at any time or times after the expiration of the primary term, all such wells are shut-in for a period of one hundred eighty (180) consecutive days or more, and there are no other operations on said land, then before or within ten (10) days after the expiration of the one hundred eighty (180) day period of shut-in, LESSEE shall pay or tender by check or wire, as a shut-in royalty payment the sum of \$15.00 per net acre per annum for each acre then covered hereby for so long as all such wells are shut-in. LESSEE shall make like payments or tenders at or before the end of each annual anniversary of the shut-in of the wells if upon such anniversary this lease is being continued in force solely by the provisions of this paragraph. Each such payment or tender shall be made to the parties who at the time of payment would be entitled to receive the royalties which would be paid under this lease if the wells were producing.

9. **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 an oil, gas, and/or coal bed methane gas pooled unit for the purpose of drilling a well or wells thereon. Units pooled for oil shall not exceed a total of two hundred (240) acres each in area and units pooled for gas or coalbed methane gas shall not exceed a total of one thousand two hundred eighty (1,280) acres each in area, unless any governmental entity having jurisdiction prescribes or permits the creation of units larger than those specified, for the drilling or operation of a well to be drilled, drilling or already drilled in which case the unit may be as large as permitted. LESSEE may pool or consolidate acreage covered by this Lease or any portion thereof in any one or more strata. The units formed by pooling as to any stratum or strata need not conform in size or area with the unit or units into which the Lease is pooled or consolidated as to any other stratum or strata, and oil units need not conform as to area with gas and/or coal bed methane units. The pooling or consolidation in one or more instances shall not exhaust the rights of LESSEE to pool this Lease or portions thereof into other units. LESSEE shall affect such pooling or consolidation by executing a designation of unit either before or after the drilling of a unit well, with the same formality as this Lease setting forth the leases or portions thereof consolidated, and recording the same in the Recorder's Office at the courthouse in the county in which the Leased Premises are located. LESSEE may, at its election, exercise its pooling rights before or after commencing operations for or completing an oil, gas or coal bed methane gas well on the Leased Premises, and the pooled unit may include, but is not required to include, land or leases upon which a well capable of producing Oil and Gas in paying quantities has been completed or upon which operations for the drilling of a well for Oil and Gas has been commenced. In the event of operations for drilling on or production of Oil and Gas from any part of a pooled unit which includes all or a portion of the Leased Premises regardless of whether such operations were commenced before or after the execution of this instrument or the instrument designating the pooled unit, such operations shall be considered as operations under this Lease whether or not the well or wells are located on the surface of the Leased Premises and, in such event, operations shall be deemed to have been commenced within the meaning of paragraph 4 of this Lease; and the entire acreage constituting such unit or units, as to oil, gas or coal bed methane gas, shall be treated for all purposes, except the payment of royalties on production from the pooled unit, as if the same were included in this Lease. Any well drilled in said pooled unit whether or not located on the Leased Premises, shall nevertheless be deemed to be located upon the Leased Premises within the meaning and for the provisions and covenants of this Lease to the same effect as if all the lands comprising said unit were described in and subject to this Lease and LESSOR agrees to accept, in lieu of the royalty provided in Paragraph 5 of this Lease, that proportion of such royalty which the acreage covered by this Lease and included in such unit bears to the total number of

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acres comprising said pooled unit. The production from an oil well will be considered as production from the Lease or oil pooled unit which it is producing and not as production from a gas pooled unit or a coal bed methane gas pooled unit; production from a gas well will be considered as production from the Lease or gas pooled unit from which it is producing and not from an oil pooled unit or coal bed methane gas pooled unit; and production from a coal bed methane gas well will be considered as production from the Lease or coal bed methane gas pooled unit from which it is producing and not from an oil pooled unit or gas pooled unit. If the well in said pooled unit shall be shut in, the shut-in royalty provided for in Paragraph 8 shall be payable to LESSOR in the proportion that the acreage of the Leased Premises included in the unit bears to the entire acreage so pooled or consolidated. LESSEE shall have the right to amend, alter, correct, enlarge or diminish the size of any such pooled unit at any time in the same manner as provided in this Lease.

10. **PROPORTIONATE REDUCTION:** In the event LESSOR owns a lesser interest in the Oil and Gas in the Leased Premises or any part thereof than the entire and undivided fee simple, then the royalties, shut-in royalty payment and/or all other payments provided for shall be paid to LESSOR only in the proportion which such interest bears to the whole and undivided fee simple estate therein. If the Leased Premises is owned by two or more parties, or the ownership of any interest is transferred by sale, devise or operation of law, the Leased Premises, nevertheless, may be held, developed and operated as an entirety, and the royalties and shut-in royalties provided for in this Lease shall be divided among and paid to such several owners in the proportion that the interest owned by each such owner bears to the entire Leased Premises.

11. **ASSIGNMENT RIGHTS / PAYOFF LIENS:** LESSEE shall have the right to assign and transfer this Lease in whole or in part by area and/or by depth or strata at any time, and LESSOR waives notice of any assignment or transfer of this Lease. LESSOR agrees that when and if this Lease is assigned, the assigning LESSEE shall have no further obligations to LESSOR. LESSOR further 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 mortgagor, 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. **SURFACE OPERATIONS:** LESSEE shall repair and restore the surface of the Leased Premises, as a result of Lessee's operations, to as close as reasonably practical the condition in which the Leased Premises existed at the time of the commencement of drilling operations and such restoration and reclamation shall be commenced within one (1) year after the conclusion of completion operations on any well drilled on the Leased Premises, weather permitting. When required by LESSOR, LESSEE will bury all pipelines below ordinary plow depth or a minimum of 18", and no well shall be drilled within two hundred (200) feet of any residence or barn now on the Leased Premises without LESSOR's prior consent.

13. **LESSOR RESTRICTIONS:** LESSOR agrees to abide by all reasonable safety policies of LESSEE with respect to LESSEE's operations, including but not limited to the following: No dwellings or structures of any kind shall be erected or moved on a drilling location within one hundred feet (100') of a well, tank battery or other related facility or appurtenance, or within twenty-five feet (25') of LESSEE's pipelines.

14. **LESSEE'S RIGHTS:** LESSEE shall have the right to use oil, gas, coal bed methane gas, water, and/or minerals for operating on the Leased Premises and the right at any time during or after the expiration of this Lease to remove all pipe, well casing, machinery, equipment or fixtures placed on the Leased Premises. LESSEE shall have the right to release this Lease or any portion thereof at any time by giving written notice to LESSOR describing the portion which it elects to surrender as to area or depth or formation, or by returning the Lease to LESSOR with the endorsement of surrender thereof, or by recording the release or partial release of this Lease, any of which shall be a full and legal surrender of this Lease as to all of the Leased Premises or such portion thereof as the release shall indicate, and any payments due under this Lease based on net acres shall be reduced in proportion to the acreage surrendered. As to any portion of the Lease or Leased Premises so surrendered, Lessee shall have reasonable and convenient easements for any existing wells, pipelines, roadways and other facilities on the lands surrendered. LESSOR expressly acknowledges and agrees that there shall further be no covenant to develop the Leased Premises.

15. **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 associated with said well(s).

16. **FORCE MAJEURE:** In the event LESSEE is unable to perform any of the acts of LESSEE by reason of force majeure, including but not limited to acts of God, adverse weather conditions, strikes, riots and governmental restrictions including but not limited to restrictions on the use of roads, the issuance of permits to drill or other state or federal orders or moratoriums related to drilling operations, or the inability to obtain a satisfactory market or pipelines or transportation for the sale of production, or the failure of purchasers or carriers to take or transport such production, 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.

17. **TOLLING DURING DISPUTE:** LESSOR and LESSEE agree that it is in their mutual interest not to require LESSEE to engage in operations (as defined herein) during any period of time in which the validity of the Lease is challenged, contested, or disputed. If any judicial proceeding is commenced in which the validity of the Lease is disputed, or if LESSOR takes any action which would prevent LESSEE from enjoying the benefits of or complying with the terms of the Lease, then the Primary Term (if still in effect) and/or LESSEE's obligation to conduct operations on the Leased Premises or on lands unitized or pooled therewith, in order for the Lease to continue beyond the Primary Term (if the Primary Term has lapsed), shall be tolled and extended during the pendency of the dispute or judicial proceeding – from its commencement through the resolution of the dispute or, in the case of a judicial proceeding, entry of a final, non-appealable judgment – plus an additional 90 days from the resolution of the dispute or entry of the final, non-appealable judgment.

18. **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.

19. **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

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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.

20. **PREFERENTIAL RIGHT TO PURCHASE**: In the event LESSOR, during the term of this Lease, 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 substances covered by this Lease and covering all or a portion of 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 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.

21. **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 N/a (N/a) years, which will serve to extend the Primary Term of this Lease to a total of Ten (10) years. LESSEE shall exercise such option by tendering to LESSOR a payment in the amount of \$N/a per net acre. LESSOR further grants LESSEE the exclusive option and right to extend this Lease, under the same terms and conditions contained herein. Such option may be exercised by LESSEE at any time prior to the end of the original N/a (N/a) 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.

22. **PRIOR LEASE PROVISION**: LESSOR warrants that LESSOR is not currently receiving any bonus, delay rental, including storage payments or production royalty or shut-in royalties as the result of the existence of any prior oil and gas lease or storage lease covering any or all of the Leased Premises; that the Leased Premises is not currently subject to any prior oil and gas lease or storage lease; and that there are no producing wells currently existing on the Leased Premises, or upon other lands within the boundaries of a drilling or production unit utilizing all or a part of the Leased Premises. LESSOR further warrants that there are no current surface operations being conducted upon the Leased Premises in preparation for the drilling of a well upon the Leased Premises and that may be construed as extending the terms of a prior oil and gas lease that covered the Leased Premises.

23. **SPECIAL WARRANTY**: LESSOR warrants title to the Leased Premises only as to defects arising during the time of its ownership of the Leased Premises, and not against any title defects that existed prior to such ownership. All covenants and conditions between the parties shall extend to their heirs, personal representatives, successors and assigns. 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.

24. **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.

25. **COUNTERPARTS**: This Lease 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. Should fewer than all of the named LESSORS execute this Lease, this Lease shall be binding on only those parties who are signatories.

26. **MEMORANDUM OF LEASE**: LESSEE reserves the right and option to file a Memorandum of Oil and Gas Lease in the county Recorder's Office which will in such event serve as constructive notice of the existence of this Lease.

27. **PAID-UP LEASE FORM**: Notwithstanding anything to the contrary included herein, this Lease is a Paid-Up Lease with all bonus amounts and delay rentals, if any, due under the Lease, paid in advance and no additional payment or payments of bonus or delay rentals are owed to LESSOR to maintain this Lease in force and effect throughout the original Primary Term.

28. **SURFACE USE RESTRICTION CLAUSE**: 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.

29. **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.

30. **RIGHT OF FIRST REFUSAL**: In the event that the Lessor, during the one (1) year period occurring immediately after the end of the Primary Term of the Lease, receives a bona fide offer which the Lessor is willing to accept from any party offering to enter into an oil and gas lease with Lessor and covering all or a portion of the Leased Premises, Lessor agrees to notify Lessee in writing of said offer immediately, including in the notice the name and address of the Offer or, the price offered and all other pertinent terms and conditions of the offer. Lessee, for a period of thirty (30) 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 covering all or 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 thirty (30) day notice period, it will be deemed that Lessee waives its rights with regard to such offer.

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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): Preservation Partners, L.P.

By: RD Rush
Raymond D. Rush, General Partner

By: BA Ray
Beth A. Ray, General Partner

LESSEE: HUNTLEY & HUNTLEY ENERGY EXPLORATION, LLC

By: _____
Keith N. Mangini, President

Initials: RD BA

OPTIONAL LEASE SIGNATURE PAGE FOR LESSEE

LESSEE: HUNTLEY & HUNTLEY ENERGY EXPLORATION, LLC

By: _____

Paul David Burke, Vice President & General Counsel

Or:

By: Edward F. Valentas

Edward F. Valentas, Land Manager

LIMITED LIABILITY COMPANY
ACKNOWLEDGEMENT

COMMONWEALTH OF PENNSYLVANIA

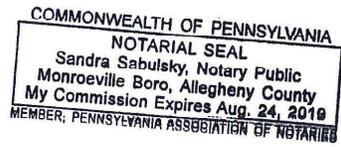
COUNTY OF Allegheny

On this, the 18th day of JANUARY, 2017, before me, a

Notary Public, the undersigned officer, personally appeared one of the above referenced individuals, to-wit either: Paul David Burke, who acknowledged himself to be the Vice President & General Counsel of the same; or Edward F. Valentas, who acknowledged himself to be the Land Manager of the same 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.

Sandra Sabulsky
Notary Public



LIMITED LIABILITY COMPANY ACKNOWLEDGEMENT

COMMONWEALTH OF PENNSYLVANIA
COUNTY OF Allegheny

On this, the ____ day of _____, 2016, before me, a Notary Public, the undersigned officer, personally appeared, Keith N. Mangini, who acknowledged himself/herself to be the President ("Officer") of _Huntley & Huntley Energy Exploration, LLC, a limited liability company, and that he/she as such Officer, being authorized to do so, executed the foregoing instrument for the purposes therein contained by signing the name of the corporation by himself/herself as such Officer.

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

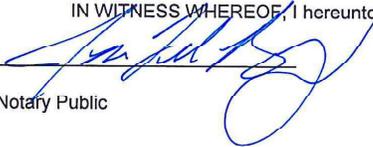
Notary Public

PARTNERSHIP ACKNOWLEDGEMENT

COMMONWEALTH OF PENNSYLVANIA)
COUNTY OF BUTLER)

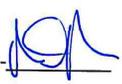
On this the 11th day of August, 2016, before me, a Notary Public, the undersigned officer, personally appeared Raymond D. Rush, individually and as a general partner of Preservation Partners, L.P. and Beth A. Ray, individually and as a general partner of Preservation Partners, L.P., known to me or satisfactorily proven to be the persons(s) whose name(s) are subscribed to the within instrument, and acknowledged that they executed the same for the purposes therein contained.

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



Notary Public

COMMONWEALTH OF PENNSYLVANIA
NOTARIAL SEAL
James Luke Bungard, Notary Public
Monroeville Boro, Allegheny County
My Commission Expires May 3, 2018
MEMBER, PENNSYLVANIA ASSOCIATION OF NOTARIES

Initials:  

ADDENDUM TO OIL AND GAS LEASE

ATTACHED TO AND BY REFERENCE MADE A PART OF THAT CERTAIN OIL, GAS AND COALBED METHANE LEASE DATED 11th DAY OF August, 2016, MADE AND ENTERED INTO BY AND BETWEEN Preservation Partners, a Pennsylvania limited partnership, having an address of P.O. Box 431 Saxonburg, Pa 16056,, AS LESSOR AND HUNTLEY & HUNTLEY ENERGY EXPLORATION, LLC, AS LESSEE.

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.

NO SURFACE ACCESS : LESSEE SHALL HAVE NO RIGHTS WHATSOEVER TO ACCESS THE SURFACE OF THE LEASED PREMISES FOR ANY PURPOSE WHATSOEVER INCLUDING FOR PIPELINE RIGHTS OF WAY, ACCESS ROADS OR DRILLING OPERATIONS. THIS LEASE IS ONLY BEING PROVIDED BY LESSOR TO LESSEE FOR THE PURPOSE OF UNITIZATION OR POOLING WITH OTHER PROPERTIES THAT WILL BEAR THE BURDEN OF DEVELOPMENT OF AND DISTURBANCE TO THE SURFACE. Lessee shall only access the Leased Premises via the subsurface utilizing horizontal drilling techniques.

Audit: Lessee further grants to Lessor the right annually to audit Lessee's accounts and records pertaining to the Leased Premises and all production related thereto. In exercising this right, Lessor shall give at least ten (10) days written notice to Lessee of its intended audit and such audit shall be conducted during normal business hours at the offices of Lessee. Lessee shall bear no portion of the Lessor's audit cost incurred for said audit. The audit shall not be conducted more than once each calendar year without the prior approval of Lessee.

Warranty of Title: It is understood that Lessor warrants title to the Leased Premises only in respect that the title to the surface and oil and gas is valid to the best of the Lessor's knowledge and Lessee agrees that no claims will be made against Lessor pertaining to warranty of title. Notwithstanding the foregoing, Lessor does represent and warrant that Lessor is not aware of any valid prior oil and gas leases affecting the Leased Premises and warrants and covenants to Lessee that it is not currently receiving any bonus, rental, production royalty, gas storage payments, or shut-in royalty as a result of any prior oil and gas lease covering any or all of the lands comprising the Leased Premises. Lessor further warrants and covenants that to the best of Lessor's knowledge there have been no oil and gas wells drilled upon the Leased Premises or upon any lands with which the Leased Premises have been combined in a drilling or production unit.

Indemnification: Lessee agrees to indemnify and hold the Lessor harmless from and against any loss, claim or expense, including without limitation claims for injury or death to persons or damage to property ("Claims") occurring as a result of Lessee's drilling operations under the terms of this Lease, excepting only Claims arising from the negligence, gross negligence or willful misconduct of Lessor.

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.

Shut-in Limit: It is agreed that the Lease may not be maintained in force for any continuous period of time longer than five (5) consecutive years after the expiration of the Primary Term and any extensions thereof, solely by reason of the shut-in royalty clause.

No Drilling within 500 Feet: No well shall be drilled within five hundred feet (500') of any residence or water well currently located on the Leased Premises without the prior written consent of the Lessor.

Notice of Assignment: At such time that Lessee may assign this Lease to an unrelated third party, Lessee shall provide written notice of the same to Lessor which notice shall include the name and address of the Assignee. Lessee shall not be required to provide such notice in the event of a partial assignment of the Lease. Failure to provide any such notices shall not be considered a material breach of the Lease.

Release Lease: Upon the termination, expiration or surrender of this Lease in whole or in part, Lessee shall, after receipt of the written request of Lessor, provide Lessor with an appropriate release of lease in recordable form.

Post Production Costs. Lessors and Lessee agree that the Oil and Gas Royalties to be paid by Lessee to Lessors for the production of oil and/or gas under the Lease, shall be subject to post production costs which post production costs shall be limited to flaring, venting, line loss, or use as fuel of any oil or gas by Lessee, together with costs for mid-stream transportation, processing, other transmission or transportation, compression, dehydration, gathering and marketing. Lessee also may deduct from royalty payments Lessors 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.

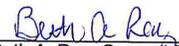
Royalties on Oil and Gas sold under non-arms length transactions shall be based on the market value of such Oil and Gas as provided above. In computing Royalties all post production costs on Oil and Gas shall be paid and itemized as provided for in the Pennsylvania Oil and Gas Lease Act (Senate Bill 259, Session of 2013).

Affiliated Mid-Stream: Notwithstanding anything contained in Paragraph 5 C of the Lease to the contrary, Lessee agrees that any post-production costs incurred by any midstream provider in which the Lessee has any direct ownership interest, shall not be deducted from the proceeds due hereunder to the Lessor.

Pugh Clause. In the event that a pooled unit or units are created pursuant to the terms of this Lease which encompasses lands located outside the Leased Premises and some, but not all, of the Leased Premises is included, then it is understood and agreed that the drilling or reworking operations on or production from a well located upon such pooled unit shall continue this Lease in full force and effect under its terms, however, the portion of the Leased Premises which is not contained within such pooled unit shall, upon the written demand of Lessor, be released upon the expiration of the Primary Term of this Lease, or any extension thereof pursuant to Paragraph 21 of the Lease, so long as the same is not included within a pooled unit or units prior thereto.

LESSOR(S): Preservation Partners, L.P.

By: 
Raymond D. Rush, General Partner

By: 
Beth A. Ray, General Partner

By: _____

By: _____

LESSEE: Huntley & Huntley Energy Exploration, LLC

Keith N. Mangini, President

Initials-  

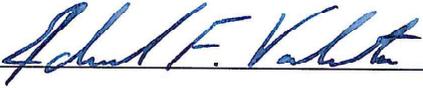
OPTIONAL ADDENDUM SIGNATURE PAGE FOR LESSEE

LESSEE: HUNTLEY & HUNTLEY ENERGY EXPLORATION, LLC

By: _____

Paul David Burke, Vice President & General Counsel

Or:

By:  _____

Edward F. Valentas, Land Manager