

ADDENDUM TO GAS AND OIL LEASE

This Addendum is made and entered into this _____ day of _____, 2010, by and between _____, husband and wife, of 2268 Wilson Road, Brockway, Pennsylvania, 15824, hereinafter referred to as “**LESSORS**”,

**A
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_____, a Pennsylvania Limited Partnership, with offices at _____, 16201, hereinafter referred to as “**LESSEE**”.

WHEREAS, these additional provisions are incorporated into the Oil and Gas Agreement dated the _____ day of _____, 2010, by and between **LESSORS** and **LESSEE**, and recorded in Jefferson County Record Book _____, Page _____. Said property also being described as those tract(s) of land situate in _____ **Township**, _____ **County**, Pennsylvania, containing _____ acres, more or less, and also referred to as Tax Map No. _____, herein collectively referred to as “**PROPERTY**”.

NOW THEREFORE, in consideration of One (\$1.00) Dollar, and other good and valuable considerations, the receipt of which is hereby acknowledged , and with the intent to be legally bound , the parties hereto agree as follows:

(1) **Conflict Between Terms**—In the event of a conflict or inconsistency between the printed terms of the above-mentioned Lease and the added terms of this Addendum, the added terms of this Addendum control and shall be deemed to supercede the printed terms of the Lease.

(2) **Indemnify and Hold Harmless**—**LESSEE** shall indemnify and hold **LESSORS** harmless for any and all liability, liens, demands, judgments, suits, and claims of any kind or character arising out of, in connection with, or relating to **LESSEE'S** operations under the terms of the Lease, including, but not limited to, environmental issues, claims for injury to or death of any persons, or damage, loss or destruction of any property, real or personal, proved or unproved, under any theory of tort, contract, or strict liability. **LESSEE** further covenants and agrees to defend any suit brought against **LESSORS** or any claims, and to pay any judgment against **LESSORS** resulting from any suit or suits, together with all costs and expenses relating to any claims, including attorney's fees, arising from **LESSEE'S** operations under the terms of the Lease. **LESSORS**, if they so elect, shall have the right to participate, at their sole expense, in their defense and any suit or suits in which they may be a party, without relieving **LESSEE** of the obligation to defend **LESSORS**. **LESSORS** shall be named as an additional insured on **LESSEE'S** liability insurance policy. Prior to the commencement of drilling operations (as defined herein), **LESSEE** shall provide to **LESSORS**, a Certificate of Evidence for liability, workman's compensation and disability insurance. **LESSEE** shall, at its sole expense, provide and maintain in full force and effect during the term of this Lease such comprehensive liability insurance in an amount not less than: combined bodily injury and property damage, liability, Five Million (\$5,000,000.00) Dollars each occurrence and Five Million (\$5,000,000.00) Dollars aggregate which shall protect **LESSEE** and **LESSORS** from claims of damages from personal injury, including accidental death, as well as claims for property damages, which may arise from operations conducted under the Lease, or an occurrence on or about the **PROPERTY** whether such operations are by **LESSEE** or anyone directly, or indirectly, employed by it. The operations of automobiles or motor vehicle operated in the business of **LESSEE** shall be

included or covered by like insurance. In addition, **LESSORS** shall be immediately advised should **LESSEE** or the insurance company prior to the expiration date indicated on said policy cancel any policy.

(3) **No Gas Storage**—**LESSEE** is not granted any right whatsoever to use the leasehold, or any portion thereof, for gas storage purposes.

(4) **Clean-Up Property**—On completion of any operation, **LESSEE** shall clean-up the leased **PROPERTY** and remove all debris, equipment, and personal property which **LESSEE** placed on the leased **PROPERTY** (except for equipment needed for the operation of producing wells, which shall be removed within six (6) months after a well permanently ceases to produce), which leaves the leased **PROPERTY** in a neat and clean condition. While conducting operations, **LESSEE** shall keep the leased **PROPERTY** in a neat and clean condition.

(5) **Clean and Green Clause**—**LESSEE** agrees that if and when any penalty, rollback or recapture of tax abatement created or imposed under any governmental program such as, but not limited to, CREP, CRP and Clean and Green that is levied on **LESSORS** solely as a result of **LESSEE'S** operations on the leased **PROPERTY**, **LESSEE** will reimburse **LESSORS** upon written requests and production of the penalty notice.

(6) **PUGH Clause**—In the event a pooled unit is created which encompasses land located outside the leased **PROPERTY** and some, but not all, of the leased **PROPERTY**, any drilling or reworking operations on or production from a well located on the pooled unit, shall continue this Lease in full force and effect, but only as to the part of the leased **PROPERTY**

.....**CONTACT MY OFFICE FOR THE REMAINDER OF THIS DOCUMENT**

