

HYDROCARBON CONVEYANCE

That _____ whose address is _____, hereinafter called Grantor, and
_____ whose address is _____, hereinafter called Grantee,

WITNESSETH:

Grantor, in consideration of TEN DOLLARS (\$10.00) and other valuable consideration, the receipt of which is hereby acknowledged, has granted, sold, conveyed, assigned and delivered, and by these presents does hereby grant, sell, convey, assign, set over and deliver unto the said Grantee, its successors and assigns, all of the right, title and interest owned by Grantor in and to all the oil, gas, methane, coalbed methane, and their constituents, whether hydrocarbon or non-hydrocarbon, but excluding coal. This conveyance specifically excludes coal but does include the right to extract methane (hereinafter collectively, "Real Property Interests") in, on, or under or that may be produced from the following described lands situated in _____ Township, _____ County, Pennsylvania, to-wit:

ALL that certain piece or parcel of real estate and mineral lands situated in _____ Township, _____ County, Pennsylvania, more particularly described as follows:

Containing 229.000 acres, more or less and being Tax Map _____

Grantor agrees to execute any further written instruments deemed necessary or convenient by Grantee, Grantee's heirs, successors or assigns to carry out the purposes of this instrument, including, but not limited to, an instrument that more completely or accurately describes the lands being conveyed herein, division orders, transfer orders, correction hydrocarbon conveyances, and correction of description. This Hydrocarbon Conveyance also covers and includes all lands, if any, contiguous, adjacent to, or adjoining the lands, owned or claimed by Grantor by limitation, prescription, possession, reversion, under an unrecorded instrument or on which Grantor has a preference right to acquire or purchase.

Together with the right of ingress and egress at all times for the purpose of drilling (either vertically, horizontally, or directionally), including the right to conduct geophysical and other exploratory tests (including core drilling and seismic testing), exploring, operating and developing the Real Property Interests in said lands, and storing, handling, transporting and marketing the same therefrom. This sale is made subject to any rights now existing to any lessee or assigns under any valid and subsisting oil and gas lease of record heretofore executed; it being understood and agreed that said Grantee shall have, receive, and enjoy the herein granted interest in and to all bonuses, rents, royalties and other benefits which may accrue under the terms of said lease or future leases insofar as it covers the above described land from and after the date hereof.

Grantor acknowledges that Grantee has made no representation or warranties of any kind to Grantor to execute this instrument other than the payment of consideration therefore. Grantor further acknowledges that the interests described and conveyed herein may be worth more than the consideration paid by Grantee, especially in the event current or future exploration, drilling or production from the lands described herein or near the lands described herein prove to be successful. Grantor represents that Grantor has read this entire instrument or has had it read to Grantor and understands and agrees to all of its terms and provisions and Grantor intends to enter into this transaction for the purposes and consideration expressed in this instrument.

TO HAVE AND TO HOLD the above described property with all and singular the rights, privileges, and appurtenances thereunto or in any way belonging to said Grantee herein, and Grantor does hereby warrant title to said Grantee, its successors and assigns, forever and Grantee shall have the benefit of the doctrine of after acquired title and Grantor does hereby agree to defend all and singular the said property unto the said Grantee herein, its successors and assigns, against all and every person whomsoever lawfully claiming the same or any part thereof.

NOTICE – THIS DOCUMENT MAY NOT/DOES NOT SELL, CONVEY, TRANSFER, INCLUDE OR ENSURE THE TITLE TO THE COAL AND RIGHT OF SUPPORT UNDERNEATH THE SURFACE LAND DESCRIBED OR REFERRED TO HEREIN, AND THE OWNER OR OWNERS OF SUCH COAL MAY HAVE/HAVE THE COMPLETE LEGAL RIGHT TO REMOVE ALL OF SUCH COAL AND, IN THAT CONNECTION, DAMAGE MAY RESULT TO THE SURFACE OF THE LAND AND ANY HOUSE, BUILDING OR OTHER STRUCTURE ON OR IN SUCH LAND. THE INCLUSION OF THIS NOTICE DOES NOT ENLARGE, RESTRICT OR MODIFY ANY LEGAL RIGHTS OR ESTATES OTHERWISE CREATED, TRANSFERRED, EXCEPTED OR RESERVED BY THIS INSTRUMENT. (This notice is set forth in the manner provided in Section 1 of the Act of July 17, 1957, P.L. 984, as amended, and is not intended as notice of unrecorded instruments, if any.)

The actual consideration for this transaction is \$343,500.00.

Witness the following signatures this _____ day of _____, 20_____.