

08-2276-CD

RHCC, LLC vs Range Resources et al

IN THE COURT OF COMMON PLEAS
OF CLEARFIELD COUNTY, PENNSYLVANIA

RHCC, LLC,

Plaintiff

vs.

RANGE RESOURCES

APPALACHIA, LLC,

Defendant

CIVIL ACTION

No. 08-2276-CD

Type of pleading

**COMPLAINT FOR
DECLARATORY JUDGMENT**

Filed on behalf of:

PLAINTIFF

Counsel of record for this
Party:

Robert M. Hanak, Esq.
Supreme Court No. 05911
Hanak, Guido and Taladay
528 Liberty Boulevard
P. O. Box 487
DuBois, PA 15801

814-371-7768

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NOV 24 2008
William A. Shaw
Prothonotary/Clerk of Courts
Atty. pd.
\$95.00

IN THE COURT OF COMMON PLEAS
OF CLEARFIELD COUNTY, PENNSYLVANIA

RHCC, LLC,	:	CIVIL ACTION
Plaintiff	:	
	:	
vs.	:	No.
	:	
RANGE RESOURCES	:	ACTION FOR DECLARATORY
APPALACHIA, LLC,	:	JUDGMENT
Defendant	:	

NOTICE

YOU HAVE BEEN SUED IN COURT. If you wish to defend against the claims set forth in the following pages, you must take action within twenty (20) days after this Complaint and Notice are served, by entering a written appearance personally or by attorney and filing in writing with the Court your defenses or objections to the claims set forth against you. You are warned that if you fail to do so the case may proceed without you and a judgment may be entered against you by the Court without further notice for any money claimed in the Complaint or for any other claim or relief requested by the Plaintiff. You may lose money or property or other rights important to you.

YOU SHOULD TAKE THIS PAPER TO YOUR LAWYER AT ONCE. IF YOU DO NOT HAVE A LAWYER OR CANNOT AFFORD ONE, GO TO OR TELEPHONE THE OFFICE SET FORTH BELOW TO FIND OUT WHERE YOU CAN GET LEGAL HELP. THIS OFFICE CAN PROVIDE YOU WITH INFORMATION ABOUT HIRING A LAWYER.

IF YOU CANNOT AFFORD TO HIRE A LAWYER, THIS OFFICE MAY BE ABLE TO PROVIDE YOU WITH INFORMATION ABOUT AGENCIES THAT MAY OFFER LEGAL SERVICES TO ELIGIBLE PERSONS AT A REDUCED FEE OR NO FEE.

Daniel J. Nelson, Court Administrator
Clearfield County Courthouse
Clearfield, PA 16830
(814) 765-2641, Ext. 5982

IN THE COURT OF COMMON PLEAS
OF CLEARFIELD COUNTY, PENNSYLVANIA

RHCC, LLC,	:	CIVIL ACTION
Plaintiff	:	
	:	
vs.	:	No.
	:	
RANGE RESOURCES	:	ACTION FOR DECLARATORY
APPALACHIA, LLC,	:	JUDGMENT
Defendant	:	

COMPLAINT FOR DECLARATORY JUDGMENT

AND NOW, comes RHCC, LLC, Plaintiff, by and through its attorney, Robert M. Hanak, Esquire and files this Action for Declaratory Judgment and in support thereof avers as follows:

1. Plaintiff, RHCC, LLC, is a Pennsylvania Limited Liability Company with registered offices located at 80 Larson Road, Kylertown, Clearfield County, Pennsylvania 16847.
2. Defendant, Range Resources-Appalachia, LLC, previously known as Great Lakes Energy Partners, LLC, is a Limited Liability Company duly organized under the laws of the State of Delaware.
3. Defendant has been duly registered in the Commonwealth of Pennsylvania as a Foreign Limited Liability Company since September 24, 1999 and maintains its principal office at 125 State Route 43, Hartville, Ohio, with its mailing address as P.O. Box 550, Hartville, Ohio, 44632.

4. Defendant also maintains an office within the Commonwealth of Pennsylvania at 380 Southpointe Boulevard, Suite 300, Canonsburg, Washington County, Pennsylvania 15317.

5. At all relevant times, Defendant held itself out to be Great Lakes Energy Partners, LLC, (Defendant is hereinafter sometimes referred to as "Great Lakes").

6. Defendant changed its name from Great Lakes Energy Partners, LLC to Range Resources-Appalachia, LLC on August 31, 2007.

7. Plaintiff was not made aware until May 19, 2008, that Defendant had previously changed its name to Range Resources-Appalachia, LLC.

8. At all times relevant hereto, Plaintiff was and is the owner of multiple parcels of real estate situate in Clearfield County. A full and complete description of said real estate is set forth in the Deed conveying said real estate to Plaintiff, dated August 22, 2007, and recorded August 23, 2007, in the office of the Recorder of Deeds of Clearfield County at Instrument Number 200713927. A true and correct copy of the original of the Deed is attached hereto, incorporated herein and marked as Exhibit "A".

9. In December, 2007, Plaintiff was contacted by Darryl Arnold ("Arnold"), an Independent Land Agent and authorized agent of Defendant.

10. Arnold told Plaintiff that Defendant sought the opportunity to lease all natural gas rights, including gas in the Marcellus Shale, under a portion of the real estate owned by Plaintiff.

11. Agents of Plaintiff and Defendant subsequently entered into negotiations extending over the next several weeks, during which the Plaintiff insisted upon and the Defendant agreed that both parties would be signatories to the Leases prior to the leases becoming effective.

12. After the exchange of several drafts of proposed leases, the parties tentatively agreed to the lease terms and conditions pursuant to which Plaintiff offered to lease several parcels of real estate, totaling approximately 1,828.5 acres, to Defendant for drilling, producing, removing and marketing gas.

13. Defendant prepared the final draft of nine (9) separate proposed Leases with Addenda and Memoranda of Leases encompassing all the parcels proposed to be leased (hereinafter "Leases").

14. The final proposed Leases specifically anticipated, provided for and required the signatures of officers of RHCC, LLC, and Great Lakes. True and correct copies of the proposed Leases are attached hereto, incorporated herein and marked as Exhibit "B".

15. The copies of the Leases as attached were made by Plaintiff after Defendant untimely signed them on June 3, 2008, all as more specifically set forth below.

16. On February 21, 2008, Arnold came to the offices in Harrisburg, Pennsylvania, of Luther E. Milspaw, Jr., ("Milspaw") who, as Executive Treasurer of Plaintiff RHCC, LLC, executed all nine (9) of said proposed Leases on behalf of Plaintiff.

17. After executing all nine (9) proposed Leases on behalf of RHCC, LLC, Milspaw hand delivered them to Arnold with a cover letter

dated February 21, 2008, conditioning their delivery with specific instructions that Arnold: a) take them to Alan Larson, President of RHCC, LLC, in Kylertown, Pennsylvania for his review and execution; and, b) once they were executed by Larson, take them to Defendant Great Lakes, "...to obtain the appropriate signatures from them..."; and c) "furnish to (Milspaw) a complete set of fully executed Leases." A true and correct copy of the cover letter setting forth the conditional delivery above cited is attached hereto, incorporated herein and marked as Exhibit "C".

18. At all relevant times, Arnold was the duly authorized agent of Defendant for all purposes relating to the negotiation and delivery of said proposed Leases.

19. Arnold had been specifically authorized by Defendant to receive copies of the leases after execution by Milspaw and Larson, and to deliver them to Defendant for execution by Mark A. Acree, Vice President – Land of Defendant. Acree had been identified by Defendant in the proposed Leases as the signatory on behalf of Defendant.

20. As of March 5, 2008, Defendant had not accepted the offers to lease, had not signed any of the Leases nor had returned copies of them to Plaintiff.

21. On March 5, 2008 and again on March 6, 2008, Milspaw sent emails to Arnold inquiring about the status of the proposed Leases and again requesting that fully executed copies of the same be returned to him. The email of March 6, 2008 specifically stated that, "in the absence of a fully signed Lease, there is no Lease." True and correct copies of the emails are attached hereto, incorporated herein and marked as Exhibit "D".

22. In mid-March of 2008, still having not heard from Defendant or any of its agents, Milspaw telephoned Mark A. Acree, Defendant's Vice President – Land, during which Acree advised Milspaw that he was personally not aware of the offers to lease and that he did not know if they had been accepted, but he would check into the situation and contact Milspaw.

23. As of May 6, 2008, again having not heard from Arnold, Acree or any other agents of Defendant, another email was sent to Arnold by Milspaw requesting a status report. A true and correct copy of the email is attached hereto, incorporated herein and marked as Exhibit "E".

24. As of May 15, 2008, neither Acree, Arnold nor any other individual or agent of Defendant communicated with Plaintiff or indicated that Defendant had accepted Plaintiff's offer to lease any of its nine (9) tracts of land which were the subject of the proposed leases.

25. On May 15, 2008, Milspaw, on behalf of Plaintiff, transmitted a letter by facsimile to Defendant to the attention of Mark A. Acree, advising that he and Larson as officers of Plaintiff had executed the proposed Leases and related documents on its behalf; that the same had been provided to Defendant's agent for execution by Defendant; and further stated:

"absent signed Leases delivered to us and recorded Memorandum of Leases, the documents represent only an offer to lease which you have not accepted.... (Accordingly) unless you fax to me duly executed copies of all nine (9) leases and related documents by 5:00 p.m. on Friday, May 16, 2008, with proof of the filing of the originals of record on that date, the offers to lease are withdrawn and are null and void."

A copy of the letter was also provided to Darryl Arnold by email. A true and correct copy of said the letter of May 15, 2008, is attached hereto, incorporated herein and marked as Exhibit "F".

26. Plaintiff received no response to the May 15, 2008 letter. (Exhibit "F") from any officer or agent of Defendant by 5:00 p.m. on May 16, 2008, nor were any of the nine (9) proposed Leases executed by or on behalf of Defendant or timely forwarded to Milspaw with proof of filing of the originals, by 5:00 p.m. on Friday, May 16, 2008.

27. On Monday morning, May 19, 2008, Arnold responded by email to Milspaw's May 15, 2008 facsimile letter, stating he (Arnold) was no longer associated with Defendant, but would forward the same to Defendant. Upon request, Arnold provided Milspaw with the name of Arnold's contact person at the Washington County office of the Defendant, Brenda Miller, a "District Landman."

28. On May 19, 2008, Milspaw then emailed Brenda Miller a copy of the May 15, 2008 letter previously sent to Defendant by Milspaw. A true and correct copy of said email is attached hereto, incorporated herein and marked as Exhibit "G".

29. In response to Milspaw's email to her of May 19, 2008, Brenda Miller telephoned Milspaw late that afternoon and had a conversation with him. A second conversation was conducted on Tuesday May 20, 2008, between Brenda Miller and Milspaw during which Jeffrey Kramer, another Landman of Defendant, also participated. The substance of the conversations was summarized by Milspaw in a letter dated May 21, 2008, sent via fax and email to Brenda Miller and via fax to Mark A. Acree. A true and correct copy of said letter is attached hereto, incorporated herein and marked as Exhibit "H."

30. The said letter of May 21, 2008 confirmed Miller's representation to Milspaw during the conversation that she had received Milspaw's letter of May 15, 2008 and further said:

"No substantive reply was received to the letter of May 15, 2008: my demand went unanswered. No signed Leases were delivered to us nor any of the Memorandums of Lease filed of record. You (Brenda Miller) acknowledged as of the time of our conversation yesterday morning, that none of the Leases were yet executed by Great Lakes Energy Partners, LLC. In fact, you indicated that Great Lakes no longer exists,... that your land man Darryl Arnold was terminated weeks ago; and he should never have used and was not authorized to use the form of Lease that he did; that you are still in the process of reviewing them; and you needed some additional information from me."

31. In the aforesaid letter, Milspaw repeated what he had previously set forth in the May 15 letter, *to wit*: since the Plaintiff's offers to Lease were not timely accepted by Defendant, the offers to lease had been withdrawn as of Friday, May 16, 2008 and were thus NULL AND VOID. Milspaw went on to demand that no recordation of the Memorandum should be effected by Great Lakes or Range Resources since any such action would place a cloud on Plaintiff's title and result in substantial damages.

32. Milspaw further demanded in the aforesaid letter that:

"... all copies of the original documents be destroyed and their destruction confirmed today. Any attempt on your part to utilize these documents for any reason, will be considered unlawful and fraudulent and all appropriate legal and equitable remedies will be

exercised against all individuals, including each of you, and the entities who do so.”

33. Miller replied by email to the May 21 letter, expressly misrepresenting to Milspaw that the proposed leases had been executed, and stating she was “sorry for the confusion yesterday.” A true and correct copy of said email is attached hereto, incorporated herein and marked as Exhibit “I.”

34. In fact, as of May 21, 2008, the proposed leases had not yet been executed by Defendants.

35. A further telephone conversation took place between Milspaw and Miller later the afternoon of May 21, 2008. Thereafter, a second letter was sent by Milspaw to Miller and Acree, also dated May 21, 2008. A true and correct copy of said letter is attached hereto, incorporated herein and marked as Exhibit “J.”

36. On May 22, 2008, Defendant delivered by Fed Ex to Plaintiff at its office in Kylertown, a letter dated May 20, 2008, enclosing a check purporting to be a payment under the proposed Leases. A true and correct copy of said letter and check is attached hereto, incorporated herein and marked as Exhibit “K”.

37. The check was not Defendant’s check but rather of another entity, Range Resources Corporation of Ft Worth, Texas.

38. On May 23, 2008, Jeffrey Kramer for Defendant sent an email to Milspaw attaching a letter contending that despite Defendant not having yet executed the proposed Leases, the leases were effective and enforceable between the parties without Defendant’s execution.

Milspaw replied via email to Kramer again demanding that the nine Memoranda of Leases not be recorded, and asking whether Kramer had the authority to bind the Defendant. No response was received to said email. True and correct copies of said emails and letter are attached hereto, incorporated herein and marked as Exhibit "L."

39. On June 12, 2008, Attorney Joseph A. Klein, Esquire on behalf of RHCC, LLC., sent a letter via Federal Express and facsimile to Brenda Miller, Jeffrey Kramer and Mark Acree. A true and correct copy of the June 12, 2008 letter is attached hereto, incorporated herein and marked as Exhibit "M".

40. The aforesaid letter (Exhibit "M") recited the history of the proposed Lease transaction, and stated that the failure of Defendant to deliver the duly executed copies of the nine (9) Leases and related documents within the time frame set forth in the May 15, 2008 letter, along with proof of filing of the original of said Leases and Addenda by that date, had resulted in the offers by Plaintiff to lease the aforesaid premises being withdrawn. Klein further demanded an immediate return of the nine (9) oil and gas leases and memoranda executed by Plaintiff and cautioned Defendant against attempting to utilize the same for any purpose. Klein noted that the original check previously sent by Defendant to Plaintiff, was mailed back to Defendant by Plaintiff in separate mail.

41. On June 14, 2008, Defendant delivered to Plaintiff most but not all of the proposed Leases. In reviewing what was delivered, Plaintiff learned for the first time that the Leases and related Addenda and Memoranda were signed by Defendant on June 3, 2008, and recorded with the Recorder of Deeds of Clearfield County on June 11, 2008.

42. The remaining Leases and related document were subsequently delivered to Milspaw by letter dated June 18, 2008, accompanied by a return of the same original check previously sent back. A true and correct copy of said letter is attached hereto, incorporated herein and marked as Exhibit "N."

43. Defendant's check, unendorsed and never deposited, was returned to Defendant by Attorney Klein a second time by his letter of June 26, 2008, with a repeated demand that Defendant take all necessary action to void, withdraw and/or terminate its purported leasehold claim of Plaintiff's real estate and void, withdraw and/or terminate the wrongfully recorded memoranda of leases. A true and correct copy of said letter is attached, incorporated herein and marked as Exhibit "O".

44. Despite the return of Defendant's check and the multiple demands set forth hereinabove by Plaintiff advising Defendant that the proposed leases of Plaintiff's nine (9) tracts of property to Defendant were rendered null and void, Defendant has failed to withdraw and/or terminate the wrongfully recorded memoranda of leases, and has failed to return the original proposed leases to Plaintiff.

45. The nine (9) proposed Leases with Addenda and Memoranda of Leases executed by and on behalf of Plaintiff were conditional. They were delivered to Defendant exclusively for the purpose of having Defendant fully and timely execute and return them to Plaintiff. There were no enforceable leases between the parties until Defendant timely executed and returned executed copies to Plaintiff, which did not occur.

46. Plaintiff's demand on May 15, 2008 (Exhibit "F"), that Defendant execute the nine (9) proposed leases and deliver a set of the

same prior to the close of business on May 16, 2008 along with proof of filing of the originals of record on or prior to that date, was a condition precedent to the offers to lease remaining open.

47. The Milspaw letter of May 15, 2008 (Exhibit "F"), reasonably notified Defendant that Plaintiff's offer to lease the nine (9) tracts of its land to Defendant would be forfeited and withdrawn if the Leases were not executed by Defendant, recorded and faxed to Plaintiff by May 16, 2008. The Defendant did not respond to the notification which resulted in a revocation of Plaintiff's offer to lease gas rights to its nine (9) tracts to Defendant.

48. The Defendant failed to timely accept the Plaintiff's offers to lease; failed to timely complete the conditions of the offer; misrepresented that the Leases had been timely signed when they had not been; refused to return the offers to lease to Plaintiff after they had been withdrawn; and signed the Leases and recorded the Memoranda of Leases, knowing that the offers had been withdrawn and declared by Plaintiff to be null and void.

49. As a result of the foregoing, the Defendant has intentionally and purposefully interfered with Plaintiff's ability to entertain other offers to lease its natural gas rights and resulted in Plaintiff's loss of opportunity, loss of income, incurrence of extensive legal fees, and other compensatory damages.

WHEREFORE, Plaintiff prays this Honorable Court to issue a Decree and/or Order granting the following relief:

1. Declaring and adjudging that Plaintiff owns the subject nine (9) tracts of real property in fee simple, and is entitled to the quiet and

peaceful possession and enjoyment of said real property free and clear of any and all claims of Defendant to the oil or gas thereunder, and that Defendant and all persons claiming under said Defendant, have no estate, right, title, lien or interest in or to said real properties or any part thereof, by lease or otherwise;

2. Declaring and determining that the aforesaid proposed Leases, Addenda and Memoranda of Leases are invalid, null, void, and discharged;

3. Directing the Prothonotary of Clearfield County on Praecipe of the Plaintiff to enter final judgment in Plaintiff's favor;

4. Declaring that Defendant is barred from asserting any right, lien, title or interest, leasehold or otherwise in these nine (9) tracts of land, including the oil and gas interests, which would be inconsistent with the interests or claims of the Plaintiff as set forth in this Complaint;

5. Directing that the Defendant execute and deliver such documents and satisfaction pieces in recordable form as are necessary to void, withdraw and/or terminate the wrongfully recorded Memoranda of Leases in order to make this Order effective;

6. Directing that the Recorder of Deeds of Clearfield County file, record, cancel, surrender or satisfy of record, as the case may be, such documents and/or satisfaction pieces;

7. Directing that if said action is not taken within thirty (30) days thereafter, the Plaintiff shall have the right to further relief to implement the same;

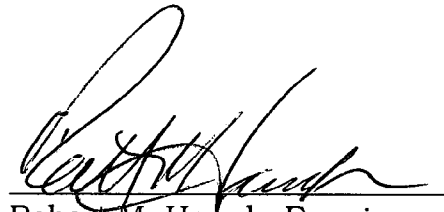
8. Directing Defendant to forthwith return to Plaintiff all of the subject original leases and addenda untimely executed by the Defendant;

9. Scheduling a hearing to determine the damages due to Plaintiff from Defendant; and

10. Granting such other and further relief as is just.

Respectfully submitted,

November , 2008



Robert M. Hanak, Esquire
Attorney for Plaintiff

VERIFICATION

We, ALAN LARSON, President of RHCC, LLC, and LUTHER E. MILSPAWE, JR., Executive Treasurer of RHCC, LLC, do hereby verify that we have read the foregoing COMPLAINT. The statements therein are correct to the best of our personal knowledge or information and belief.

This statement and verification are made subject to the penalties of 18 Pa.C.S. Section 4904 relating to unsworn fabrication to authorities, which provides that if we make knowingly false averments I may be subject to criminal penalties.

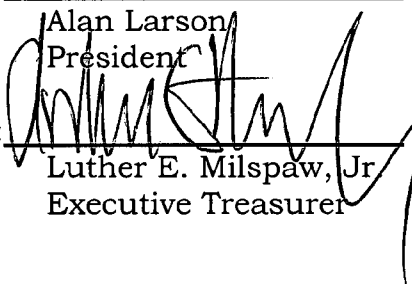
RHCC, LLC

Date: November 13, 2008

By: 

Alan Larson
President

Date: November 11, 2008

By: 

Luther E. Milspaw, Jr.
Executive Treasurer

Exhibit “A”

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CLEARFIELD COUNTY RECORDER OF DEEDS

Karen L. Starck, Recorder
Maurene Inlow - Chief Deputy
P.O. Box 361
1 North Second Street, Suite 103
Clearfield, Pennsylvania 16830

***RETURN DOCUMENT TO:**

RIVER HILL COAL COMPANY
ATTN: LUTHER E MILSPA W JR ESQUIRE

Instrument Number - 200713927
Recorded On 8/23/2007 At 9:40:48 AM
* Instrument Type - DEED
* Total Pages - 31
Invoice Number - 172303
* Grantor - RIVER HILL COAL COMPANY
* Grantee - RHCC LLC
* Customer - RIVER HILL COAL COMPANY

AFFIDAVIT No. 40478

*** FEES**

STATE WRIT TAX	\$0.50
JCS/ACCESS TO JUSTICE	\$10.00
RECORDING FEES -	\$65.00
RECORDER	
RECORDER IMPROVEMENT	\$3.00
FUND	
COUNTY IMPROVEMENT FUND	\$2.00
TOTAL PAID	\$80.50

I hereby CERTIFY that this document
is recorded in the Recorder's Office of
Clearfield County, Pennsylvania.



Karen L. Starck

Karen L. Starck
Recorder of Deeds

THIS IS A CERTIFICATION PAGE

Do Not Detach

THIS PAGE IS NOW PART OF THIS LEGAL DOCUMENT

* - Information denoted by an asterisk may change during the verification process and may not be reflected on this page.

INDENTURE OF DEED

MADE this 22nd day of August, 2007, by and between the **RIVER HILL COAL COMPANY**, a Pennsylvania General Partnership, **THE ESTATE OF EVA RYDBERG** and **DOROTHY J. MILSPAW**, hereinafter collectively "**GRANTORS**"

AND

RHCC, LLC., a Pennsylvania Limited Liability Company, with registered office at 80 Larson Road, P.O. Box 96, Kylertown, Pennsylvania 16847; hereinafter "**GRANTEE**."

WHEREAS, the said River Hill Coal Company has been continuously a Pennsylvania General Partnership with registered office in Kylertown, Pennsylvania 16847, since April 1, 1962, the original partners being Victor Rydberg, C.A. Rydberg and W. Robert Johnson; and

WHEREAS, by Fiduciary Deed dated August 20, 2007, and recorded prior to this Indenture of Deed, the Estate of Ruth M. Rydberg, Deceased, successor in interest to the interest of C.A. Rydberg, deceased, granted and conveyed its entire interest in the Clearfield County real estate hereinafter described, back to the River Hill Coal Company; and

WHEREAS, by separate instrument dated August 20, 2007, and recorded prior to this Indenture of Deed, the Estate of Ruth M. Rydberg, Deceased, successor in interest to the interest of C.A. Rydberg, deceased, transferred and assigned its entire partnership interest in the River Hill Coal Company, back to the River Hill Coal Company; JOM

WHEREAS, the said River Hill Coal Company on the date and time of the recording of this deed has remaining two general partners, **THE ESTATE OF EVA RYDBERG**, successor in interest to the interest of Victor Rydberg, deceased, and **DOROTHY J. MILSPAW**, successor in interest to the interest of W. R. Johnson, deceased;

SOURCE OF INTEREST OF THE ESTATE OF EVA RYDBERG

WHEREAS, Victor Rydberg, deceased, was seized at the time of his death of legal and/or equitable title either in his name, or together with others, or in others name alone or as a partner in the aforesaid general partnership known as River Hill Coal Company, in the Clearfield County real estate hereinafter described; and

WHEREAS, the said Victor Rydberg who was also known as Victor G. Rydberg died October 11, 1973, and estate proceedings were opened for him at Clearfield County Number 17-74-176, and his wife Eva Rydberg succeeded to his interest in the Clearfield County real estate hereinafter described as residuary heir under Victor Rydberg's Last Will and Testament; and

WHEREAS, the said Eva Rydberg died on March 7, 1978, leaving a Last Will and Testament dated April 14, 1977, and proved and registered in the Office of the Register of Wills for Clearfield County at Estate No. 17-78-117; and

WHEREAS, the said Eva Rydberg, deceased, was seized at the time of her death with the what had been the interest of her deceased husband Victor Rydberg in River Hill Coal Company and in the Clearfield County real estate hereinafter described; and

WHEREAS, Janet Larson is the Executrix of the Estate of Eva Rydberg; and

SOURCE OF INTEREST OF DOROTHY J. MILSPA W

WHEREAS, W. Robert Johnson, deceased, was seized at the time of his death of legal and/or equitable title either in his name, or together with others, or in others name alone or as a partner in the aforesaid general partnership known as River Hill Coal Company, in the Clearfield County real estate hereinafter described; and

WHEREAS, the said W. Robert Johnson who was also known as W. R. Johnson died August 30, 1970, and estate proceedings were opened for him at Clearfield County Number 17-70-296 and his wife Margaret Johnson succeeded to his interest in the Clearfield County real estate hereinafter described under paragraph Second of his Last Will and Testament; and

WHEREAS, the said Margaret Johnson, deceased, was seized at the time of her death with the what had been the interest of her deceased husband W. Robert Johnson in River Hill Coal Company and in the Clearfield County real estate hereinafter described; and

WHEREAS, the said Margaret Johnson died October 14, 1995, leaving a Last Will and Testament dated April 9, 1991, and proved and registered in the Office of the Register of Wills for Washington County, Pennsylvania 63-95-1325, and under paragraph Second of which her daughter Dorothy J. Milspaw and the husband of Dorothy J. Milspaw, Luther E. Milspaw, as tenants by the entireties, succeeded to her interest in River Hill Coal Company and in the Clearfield County real estate hereinafter described; and

WHEREAS, the said Luther E. Milspaw died November 12, 1998, leaving Dorothy J. Milspaw as the sole owner of the interest in River Hill Coal Company and in the Clearfield County real estate hereinafter described; and

WHEREAS, Dorothy J. Milspaw executed a Power of Attorney on January 12, 2007, which was recorded August 17, 2007 in the Office of the Recorder of Deeds for Clearfield County, Pennsylvania at Instrument Number 2007713670; and

WHEREAS, in order to clarify the history of title to the Clearfield County real estate hereinafter described, and simplify the process of transfer of ownership of all or a portion of the real estate in the future, the Grantee RHCC, LLC., a Pennsylvania Limited Liability Company, of which each of the Estate of Eva Rydberg and Dorothy J. Milspaw own a one half membership interest, was formed to take title from the River Hill Coal Company to its interest in the Clearfield County real estate hereinafter described; and

WHEREAS, the Estate of Eva Rydberg and Dorothy Milspaw join in the conveyance to remove all clouds in the title to the said Clearfield County real estate hereinafter described.

NOW WITNESS THIS INDENTURE, that the Grantors in consideration of the premises herein conveyed, and other good and valuable consideration, receipt whereof is hereby acknowledged, hereby grant, convey, bargain, sell, alienate, release and confirm by these presence to the Grantee, its successors and assigns:

COOPER TOWNSHIP PARCELS:

-----NO. 1-----

ALL that certain tract or parcel of land situate in the Township of Cooper, County of Clearfield and State of Pennsylvania, being a parcel described as fifty (50) acres in the tax deeds hereinafter mentioned and being bounded as follows:

On the North by lands of Ira Hoover; South by lands of L.G. Frendberg; on the East by land of Gust Raymond; and on the West by lands of Perry Hollenbauch.

BEING the same premises conveyed to Theodore Rydberg, Trustee for River Hill Coal Company by deed dated January 2, 1946 and recorded in Clearfield County Record Book 388, Page 603.

ALSO identified as Clearfield County Tax Map No. 110-S08-00069.

UNDER AND SUBJECT to the Grantor conveys all the right, title and interest which he has in and to said premises to the purchaser who takes title in trust for the River Hill Coal Company.

UNDER AND SUBJECT to an Oil and Gas Lease with Eastern American Energy Corp. dated April 15, 2002 and recorded at Clearfield County Instrument Number 200207820.

-----NO. 2-----

ALL that certain tract or parcel of surface situate in Cooper Township, Clearfield County, Pennsylvania, bounded and described as follows:

Beginning at a post, thence by land of Berg Brother, South eighty five (85) degrees thirty (30) minutes east eight hundred and eighty four (884) feet to a post; thence by land of N. Peiffer, south four (4) degrees forty five (45) minutes west eighteen hundred twenty eight (1828) feet to post; thence by purpart No. 1, north eighty five (85) degrees thirty (30) minutes west eight hundred and eighty four (884) feet to a post; thence by purpart No. 4, north four (4) degrees forty five (45) minutes east eighteen hundred twenty eight (1828) feet to place of beginning. Containing thirty seven (37) acres.

BEING the same premises conveyed to Theodore W. Rydberg, Trustee for River Hill Coal Company by deed dated April 27, 1948 and recorded in Clearfield County Record book 393, Page 198.

ALSO identified by Clearfield County Tax Map No. 110-S07-00038.

UNDER AND SUBJECT to all excepts and reservations as appears of record.

FURTHER UNDER AND SUBJECT to an Oil and Gas Lease with Eastern American Energy Corp. dated April 15, 2002 and recorded at Clearfield County Instrument Number 200207820.

-----NO. 3-----

ALL that certain piece or parcel of land, situate in the Township of Cooper, County of Clearfield, and State of Pennsylvania, which is bounded and described as follows:

BEING a tract consisting of thirty-seven (37) acres, and is bounded on the North by lands of Lawrence Folmar; on the East, by lands of John Kephart; on the South by lands of Oren Burkley; and on the West by lands of the Grantor.

BEING the same premises conveyed to Theodore Rydberg, Trustee for River Hill Coal Company by deed dated October 9, 1946 and recorded in Clearfield County Record Book 378, Page 527.

ALSO identified by Clearfield County Tax Map No. 110-S07-00020.

UNDER AND SUBJECT to an Oil and Gas Lease Eastern American Energy Corp. dated April 15, 2002 recorded at Clearfield County Instrument Number 200207820.

-----NO. 4-----

ALL that certain piece or parcel of land situate in Cooper Township, Clearfield County, Pennsylvania, bounded and described as follows:

BEGINNING at an old stone corner in the center of a dirt road, said corner being the line of land of Oscar Hoover and also being the Northwest corner of the premises herein described; thence by line of Oscar Hoover South eighty-three (83) degrees thirty (30) minutes East thirteen hundred twenty-six (1326) feet to an old post and stone pile corner; thence by land of George W. Fox, South five (5) degrees 00 minutes West, twenty-eight hundred fifty-three and eight-tenths (2853.8) feet to a white oak; thence by land of Albert Brown North eighty-three (83) degrees thirty (30) minutes West fourteen hundred (1400) feet to a spike in the center of a dirt road; thence by said road and lands of Rydberg Brothers and Robert Bailey, North six (6) degrees thirty (30) minutes East, twenty-eight hundred fifty-three (2853) feet to the place of beginning. Containing eighty eight and one-tenths (88.1) acres.

BEING the same premises conveyed to Theodore W. Rydberg, Trustee for River Hill Coal Company by deed dated May 13, 1947 and recorded in Clearfield County Record Book 372, Page 260.

ALSO identified by Clearfield County Tax Map No. 110-S07-00036.

UNDER AND SUBJECT to a Contractual Consent of Landowner between River Hill Coal Co. and Larson Enterprises, Inc. dated October 25, 1996 and recorded in Clearfield County Record Volume 1799, Page 79.

FURTHER UNDER AND SUBJECT to a second Contractual Consent of Landowner between River Hill Coal Company and Larson Enterprises, Inc. dated May 17, 2001 and recorded at Clearfield County Instrument No. 200107403.

FURTHER UNDER AND SUBJECT to an Oil and Gas Lease Eastern American Energy Corp. dated April 15, 2002 recorded at Clearfield County Instrument Number 200207820.

-----NO. 5-----

ALL that certain piece, parcel or tract of land situate in the Township of Cooper, County of Clearfield, and State of Pennsylvania, bounded and described as follows:

BEGINNING at the southeast corner of lands formerly of Joseph Schneider; thence along the said Schneider lands, North 85 degrees West eleven hundred and fifty and four tenths (1150.4) feet to a post;

thence along lands of formerly of Weaver and Betts, North 5 degrees East, eighteen hundred and ninety-three (1893) feet to a post at the township road; thence along the township road, South 85 degrees East, eleven hundred and fifty and four-tenths (1150.4) feet to stones and corner of J. Josephson lands; thence along said Josephson lands and lands formerly of Frank Vallimont, South 5 degrees West, eighteen hundred and ninety-three (1893) feet to a stone corner of Joseph Schneider lands and place of beginning. Containing fifty acres, more or less.

EXCEPTING AND RESERVING therefrom the following parcels:

- (a) Conveyance from Oliver Miller and Lorena Miller, his wife, to Duane Miller by deed dated the 6th day of September, 1952 and recorded in Deed Book 427, page 302.
- (b) Conveyance from Oliver Miller and Lorena Miller, his wife, to Duane Miller and Mary E. Miller by deed dated the 12th day of June, 1961 and recorded in Deed Book 491, page 143.

RESERVING AND EXCEPTING therefrom all coal, clay, gas and other minerals which may underlie the above described premises hereinabove conveyed with the right to dig, drill, mine and remove the same without liability to the surface as reserved in former deeds.

BEING the same premises conveyed to W. R. Johnson, Victor Rydberg and Arthur Rydberg, t/a River Hill Coal Company by deed dated March 22, 1963 and recorded in Clearfield County Record Book 501, Page 179.

ALSO identified by Clearfield County Tax Map No. 110-S07-00028.

-----NO. 6-----

ALL that certain message and tract of land situate in the Township of Cooper, Clearfield County, Pennsylvania, bounded and described as follows:

BEGINNING at a steel rod on the line of Oliver Miller at the corner of Clair Hartle, thence along the line of Clair Hartle North 83 degrees 50 minutes West, 1,122 feet to the centerline of a Township Road; thence along the centerline of the Township Road the following courses and distances, North 22 degrees 39 minutes East 635.2 feet; North 15 degrees 41 minutes East, 87.8 feet; North 5 degrees 47 minutes East 114.3 feet; North 1 degree 47 minutes East 397.6 feet; North 8 degrees 28 minutes East 273.8 feet to the right-of-way line of the Township Road leading from Cooper Settlement to Sylvan Grove; thence along the Township Road South 83 degrees 35 minutes East 957.3 feet to a stake on the Township Road right-of-way; thence along the line of Oliver Miller, South 7 degrees 50 minutes West 1,474 feet to place of beginning. Containing 33.4 acres.

BEING the eastern portion of a tract of land supposed to contain 57 acres, more or less, which was conveyed to Grantors herein by Mrs. Margaret Nashwinter, et vir, by their deed dated June 12, 1945 as recorded in Deed Book 370, Page 288.

EXCEPTING AND RESERVING therefrom, however, all the coal, gas and other minerals in, under, and upon the said piece of land, together with the free and unobstructed right to dig, mine, and remove the same without any liability for damages to the surface of said land or buildings thereon by reason of said mining operations.

BEING the same premises conveyed to the Theodore W. Rydberg, as Trustee for River Hill Coal Company by deed dated December 6, 1955 and recorded in Clearfield County Record Book 447, Page 430.

ALSO identified by Clearfield County Tax Map No. 110-S07-0022.1.

-----NO. 7-----

ALL the surface of all that certain tract situated in Cooper Township, Clearfield County, Pennsylvania, bounded and described as follows:

BEGINNING at a post, corner of land of Joseph Potter; thence East one hundred fifty-six and one-half ($156 \frac{1}{2}$) perches to post; thence South one hundred eighteen and one-half ($118 \frac{1}{2}$) perches to a post; thence West by land of Thomas Brown, one hundred fifty-six and one-half ($156 \frac{1}{2}$) perches to post; thence North one hundred eighteen and one-half ($188 \frac{1}{2}$) perches to place of beginning. Containing 109 acres and allowances.

RESERVING, however, from the above-described premises all the coal and other minerals, which together with mining rights have been heretofore conveyed to John G. Reading.

BEING the same premise conveyed to Theodore W. Rydberg, as Trustee for River Hill Coal Company by deed dated September 24, 1946 and recorded in Clearfield County Record Book 358, Page 260.

ALSO identified by Clearfield County Tax Map No. 110-S07-00011.

UNDER AND SUBJECT to a Right-of-Way for gas pipelines to The Manufacturers Light & Heat Company dated June 8, 1951 and recorded in Clearfield County Misc. Book 80, Page 138.

FURTHER UNDER AND SUBJECT to a Contractual Consent of Landowner between River Hill Coal Company and Larson Enterprises, Inc. dated May 17, 2001 and recorded at Clearfield County Instrument No. 200107403.

FURTHER UNDER AND SUBJECT to an Oil and Gas Lease with Eastern American Energy Corp. dated April 15, 2002 and recorded at Clearfield County Instrument Number 200207820.

-----NO. 8-----

ALL that certain tract or piece of land situate Cooper Township, Clearfield County, Pennsylvania, bounded and described as follows:

BEGINNING at a post by a chestnut at the northeast corner of tract of land surveyed in the name of John Morgan; thence by land of Henry Beam, South one (1) degree West one hundred and seventeen (117) perches to a stone heap; thence through said tract of land surveyed is in the name of John Morgan North eighty-nine (89) degrees West one hundred and fifty-three (153) perches to a stone heap; thence by lands of Issac Farlow, John Miller and Jacob Wilhelm North one (1) degree east one hundred and seventeen (117) perches to a post; thence by lands of Joseph Potter South eighty-nine (89) degrees East one hundred and sixty-three (163) perches to place of beginning. Containing one hundred and five (105) acres and eighty-seven (87) perches.

EXCEPTING and RESERVING therefrom all the coal, fire clay and other minerals, oil and gas in and under the same, together with mining rights and privileges as heretofore previously sold and conveyed.

BEING the same premise conveyed to Theodore W. Rydberg, as Trustee for River Hill Coal Company by deed dated February 26, 1947 and recorded in Clearfield County Record Book 358, Page 298.

ALSO identified by Clearfield County Tax Map No. 110-S07-00010.

UNDER AND SUBJECT to all exceptions and reservations as appears of record.

FURTHER UNDER AND SUBJECT to a Contractual Consent of Landowner between River Hill Coal Company and Larson Enterprises, Inc. dated March 19, 1999 and recorded at Clearfield County

Instrument No. 199904222.

-----NO. 9-----

ALL that certain tract or piece of land situate in the Township of Cooper, County of Clearfield and State of Pennsylvania, bounded and described as follows:

BEGINNING at a post northwest by lands of James Dinges; thence by land of Jesse Beam South four (4) degrees West eighty-four and five tenths (84.5) perches to post; thence by lands of William Curley, John Hoover, (deceased) and George D. Hess, South eighty-five (85) degrees twenty (20) minutes East one hundred sixty (160) perches to post; thence by lands of L. P. Budine North four (4) degrees four (4) minutes East eighty-four and five tenths (84.5) perches to post; thence by lands of James Dinges North eighty-five (85) degrees twenty (20) minutes West one hundred sixty (160) perches to post and point of beginning. Containing seventy-eight (78) acres and one hundred forty (140) perches all allowance.

BEING the same premise conveyed to Theodore W. Rydberg, as Trustee for River Hill Coal Company by deed dated March 11, 1948 and recorded in Clearfield County Record Book 383, Page 163.

ALSO identified by Clearfield County Tax Map No. 110-S07-00006.

EXCEPTING AND RESERVING all the coal and other minerals with all mining rights as contained in deed of Michael Dingeys and wife to John G. Reading. Said deed being dated the 24th day of August 1882, and recorded at Clearfield in Deed Book 24, page 524.

UNDER AND SUBJECT to a Right-of-Way with Commonwealth of Pennsylvania and Pennsylvania Electric Company for the right to construct, maintain and operate all electric line consisting of poles, conductors, overhead and underground lighting protective wires, private communication wires, guys, push braces and other accessory apparatus and equipment deemed by Grantee to be necessary therefore, upon, over, across and under the lands of Grantors situated in the Township of Cooper dated May 12, 1949 and recorded in Clearfield County Misc. Book 74, Page 329

FUTHER UNDER AND SUBJECT to a Right-of-Way with Commonwealth of Pennsylvania and Pennsylvania Electric Company for the right to install guy wires, push braces, guy stubs, anchors and anchor rods dated November 28, 1949 and recorded in Clearfield County Misc. Book 75, Page 350.

FURTHER UNDER AND SUBJECT to a Contractual Consent of Landowner between River Hill Coal Company and Larson Enterprises, Inc. dated March 30, 1993 and recorded at Misc. Book 1521, Page 417.

FURTHER UNDER AND SUBJECT to an Oil and Gas Lease with Eastern American Energy Corp. dated April 15, 2002 and recorded at Clearfield County Instrument Number 200207820.

FURTHER UNDER AND SUBJECT to Deed of Easement between Janet Larson, as Executrix of the Eva Rydberg Estate (1/3 interest), Ruth Rydberg (1/3 interest) and Dorothy Milspaw (1/3 interest) of the River Hill Coal Company with the Commonwealth of Pennsylvania, Department of Transportation dated April 21, 2003 and recorded at Clearfield County Instrument Number 200310623.

-----NO. 10-----

ALL that certain tract of land situate in Cooper Township, Clearfield County, Pennsylvania bounded and described as follows:

BEGINNING at a post at pine; thence South one and one-half (1 ½) degrees West one hundred eighteen (118) perches to a post; thence North eighty-eight (88) degrees West one hundred and fifty-six and one-half (156 ½) perches to a corner; thence by J. Hoover North one and one-half (1 ½) degrees East one

hundred and eighteen and one-half (118 ½) perches to a post; thence South eighty-eight and one-half (88 ½) degrees East one hundred fifty-six and one-half (156 ½) perches to the place of beginning. Containing one hundred and nine (109) acres and allowances of six percent (6%) for roads.

ALSO all of Grantors right, title and interest in all the minerals of whatsoever character, whether solid, liquid or gaseous, upon all that certain piece of land situate in the township of Cooper, (formerly Morris Township), County of Clearfield and sate of Pennsylvania as previously described to which it took title by instrument in Deed Book 380, Page 6.

EXCEPTING AND RESERVING nevertheless from the above conveyance eight and four tenths (8.4) of surface acres bounded and described as follows: Beginning at a post at the junction of State Highway Route from Kylertown to Karthaus with public road leading to Drifting; thence South 81 degrees East six hundred and eighty-seven and four tenths (687.4) feet to a post; thence South along other lands of the grantor herein 10 degrees 25 minutes West five hundred fifty-five and three tenths (555.3) feet to a post; thence along same North 78 degrees 43 minutes West six hundred forty-nine and two tenths (649.2) feet to a post at State Highway aforesaid; thence along said State Highway North 7 degrees 25 minutes East five hundred forty-one and (541) feet to a post and place of beginning.

BEING the same premise conveyed to Theodore W. Rydberg, as Trustee for River Hill Coal Company by deed dated October 17, 1946 and recorded in Clearfield County Record Book 358, Page 263.

ALSO identified by Clearfield County Tax Map No. 110-S07-00004.

EXCEPTING AND RESERVING, from the above conveyance, one (1) acre the same which was sold to Bertha Beam by deed dated August 27, 1896 and recorded at Clearfield in the office of the Recorder of Deed in Deed Book 93, Page 203.

UNDER AND SUBJECT to a Quitclaim Deed by the Grantor Ruth Rydberg et. al. to Kenneth Clark and Peggy Sue Clark by deed dated August 30, 1996 and recorded at Clearfield County Record Volume 1859, Page 169.

UNDER AND SUBJECT to an Oil and Gas Lease with Eastern American Energy Corp. dated April 15, 2002 and recorded at Clearfield County Instrument Number 200207820.

-----NO. 11-----

ALL those three certain tracts of land situate in Cooper Township, Clearfield County, Pennsylvania, bounded and described as follows:

THE FIRST THEREOF: Beginning at a stone and post corner of Jackson Hoover and Jonas Mons land; thence by land of Jackson Hoover South 88 degrees East 145 perches to a post; thence by land of James Leonard, now owned by Leonard Kyler, South 1½ degrees West 81 perches to stone and post on line of John Mons, now owned by B.D. Schoonover; thence North 86½ degrees West 34 and 16th perches to a stone and post corner of B.D. Schoonover; thence South along line of B.D. Schoonover 5½ degrees West 38 perches to line of Joseph Potter estate to the post; thence North 86½ degrees West 33 perches to Township road that leads from Kylertown to Hoover settlement; thence North along Township road its various courses 85 perches, more or less, opposite corner of Emma E. S. Mulson land to post; thence North 86½ degrees West 77 perches to post on line of Jonas Mons, now owned by Mrs. Daniel Lutz; thence along line of Mrs. Daniel Lutz North 2 degrees East 32 perches to stone and place of beginning on line of Jackson Hoover. Containing 50 acres and 77 perches more or less.

EXCEPTING AND RESERVING: ALL coal and mineral rights and privileges sold to John G. Reading, now owned by Peale Coal Company.

THE SECOND THEREOF: Beginning at a post and stones on West side of Township road leading

from Hoover Settlement to Kylertown in land of A. Lutz; thence South or nearly South along Township road its various courses to post; it being the corner of George W. Snyder and John B. Kyler farm, 85 rods or more; thence West along line between George W. Snyder and J.B. Kyler farm to post and stones 77 perches, more or less; thence North along line between Jonas Mons farm and A. Lutz 85 perches to post and stones; thence East by new line through land of A. Lutz 77 perches, more or less. Containing 40 acres and 145 perches, more or less.

EXCEPTING AND RESERVING therefrom fifteen acres more or less which was conveyed by Peter Moyer et al to John Hamlin by deed dated May 14, 1909 as recorded in Deed Book 175, page 187, bounded and described as follows:

Beginning at a post on line of lands of D.L. Smith; thence by same North 5 degrees 50 minutes East 720 feet to a post; thence by lands of Peter Moyer South 84 $\frac{1}{4}$ degrees East 594 feet to a post; thence by same South 5 $\frac{1}{2}$ degrees West 369 feet to a post; thence by same South 84 degrees and 10 minutes East 630 feet to a post; thence by public road South 2 $\frac{1}{4}$ degrees West 351 feet to a post; thence by lands of George Snyder and H.A. Reese North 84 degrees and 10 minutes West 1244 feet to post and place of beginning.

ALSO EXCEPTING AND RESERVING therefrom all the coal, and other minerals, with mining rights and privileges as were deeded to John G. Reading.

THE THIRD THEREOF: Beginning at a post corner on public road leading from Kylertown to Rolling Stone and lands of Peter Moyer and son; thence along said road North to post corner of lands of Grant Johnson and John Ralston; thence along lands of Johnson and Ralston East to post, corner lands of Joseph Potter Estate; thence along said Potter Estate South to post, corner lands of Peter Moyer and son; thence along said Peter Moyer and son, West to post, corner and place of beginning, and containing about 45 acres, be the same more or less.

EXCEPTING AND RESERVING however, all the coal in, under and upon the above-described premises the same having been previously sold to John G. Reading together with all mining privileges formerly conveyed.

BEING the same premise conveyed to Theodore W. Rydberg, as Trustee for River Hill Coal Company by deed dated August 27, 1947 and recorded in Clearfield County Record Book 387, Page 112.

ALSO identified by Clearfield County Tax Map No. 110-R08-00006.

UNDER AND SUBJECT to an Oil and Gas Lease with Eastern American Energy Corp. dated April 15, 2002 and recorded at Clearfield County Instrument Number 200207820.

FURTHER UNDER AND SUBJECT to a Contractual Consent of Landowner between River Hill Coal Company and Larson Enterprises, Inc. dated February 17, 2004 and recorded at Clearfield County Instrument No. 200402675.

-----NO. 12-----

ALL that certain tract of land situate in the Township of Cooper, County of Clearfield and State of Pennsylvania, bounded and described as follows:

BEGINNING at stones at corner of this land and Henry Beam; thence by lands of William White, et al. North eighty-eight and one-half (88 $\frac{1}{2}$) degrees West one hundred fifty-four (154) perches to a post; thence by lands of Samuel Hoover and John Hoover, North one and one-half (1 $\frac{1}{2}$) degrees East one hundred ten and one-half (110 $\frac{1}{2}$) perches to a post; thence by lands of George Beam, South eighty-eight and one-half (88 $\frac{1}{2}$) degrees East, one hundred fifty-four (154) perches to stones; thence by lands of Henry Beam, South one and one-half (1 $\frac{1}{2}$) degrees West, one hundred ten and one-half (110 $\frac{1}{2}$) perches to place of beginning. CONTAINING one hundred acres (100) and fifty-seven perches (57) with allowance of 6% for roads.

SUBJECT, However, to exceptions and reservations contained in former deeds of record.

BEING the same premise conveyed to W.R. Johnson, C.A. Rydberg and Theodore Rydberg, as partners, trading and doing business as River Hill Coal Company, a partnership by deed dated October 29, 1953 and recorded in Clearfield County Record Book 447, Page 44.

ALSO identified by Clearfield County Tax Map No. 110-S07-00009.

UNDER AND SUBJECT to a Contractual Consent of Landowner between River Hill Coal Company and Larson Enterprises, Inc. dated March 19, 1999 and recorded at Clearfield County Instrument No. 199904222.

FURTHER UNDER AND SUBJECT to an Oil and Gas Lease with Eastern American Energy Corp. dated April 15, 2002 and recorded at Clearfield County Instrument Number 200207820.

-----NO. 13-----

ALL that certain tract or parcel of land situate in Cooper Township, Clearfield County, Pennsylvania, bounded and described as follows:

On the North by lands of Ira Hoover;
On the East by lands of Herbert Roos;
On the south by lands of Lloyd Pearce, and
On the West by lands of River Hill Coal Company.
Containing 35 acres, more or less.

BEING the same premises conveyed to C. A. Rydberg, as Trustee for River Hill Coal Company by deed dated February 28, 1957 and recoded in Clearfield County Record Book 457, Page 27.

ALSO identified by Clearfield County Tax Map No. 110-S08-00156.

-----NO. 14-----

ALL that certain place, parcel or tract of land situate in the Township of Cooper, County of Clearfield and State of Pennsylvania, bounded and described as follows:

BEGINNING at a post corner of land sold to L.J. Frendberg; thence South four (4) degrees and forty-five (45) minutes West eleven hundred and ninety-eight (1198) feet to a post on line of land of A. Pearce; thence North eighty-five (85) degrees West three hundred and sixty-seven (367) feet to post corner of land of John Falquest; thence North four (4) degrees forty-five (45) minutes East eleven hundred and ninety-eight (1198) feet to post on line of land of John Hamlin; thence South eighty-five (85) degrees East three hundred and sixty-seven (367) feet to post corner and place of beginning. Containing ten (10) acres, more or less, and being a part of the William Stewart survey.

RESERVING and EXCEPTING, however, unto J. F. Weaver and W. W. Betts, their heirs and assigns, all the coal, fire clay and other minerals in or under the said land together with the right to mine, remove and prospect for the same and the right to have, use and occupy so much of the surface of said land as may be necessary for railroads, tramways, schutes, dumps and air shafts or other needful structures or buildings, as may be necessary for the proper mining, transporting and prospecting said coal, fire clay and other minerals. Also with the privilege to use as much surface as may be necessary for the piling of rock, waste, dirt or slate from said mines or mine, and the right to remove any coal, fire clay or other minerals from adjoining tracts of land, owned, leased or controlled by said Weaver and Betts. And the said party of the second part hereby releases the party of the first part from any liability for damage to the surface of the said land by caving in, loss of water, or from any other damage of whatsoever character caused by prospecting

for, removal, transporting or mining said coal, fire clay and other minerals.

BEING the same premise conveyed to C. A. Rydberg, as Trustee for River Hill Coal Company by deed dated November 5, 1963 and recorded in Clearfield County Record Book 506, page 86.

ALSO identified by Clearfield County Tax Map No. 110-S08-00155.

-----NO. 15-----

ALL the coal in, under and upon all that certain piece or tract of land situated in Cooper Township, Clearfield County, Pennsylvania, bounded and described as follows:

On the West by land of James Lucas; on the North by land of Samuel Bengé; on the East by land of Lafayette Hoover; on the South by land of Alexander Ralston. Containing fifty (50) acres, more or less.

RESERVING all the coal under that portion of the above-described premises upon which the dwelling house now stands and for a distance of ten rods on each side of said house.

TOGETHER with all the mining rights usually incident and necessary for the mining and removal of said coal, either by deep mining or strip mining methods.

ALSO all that certain mine and mining equipment, tippie, cars, rails, buildings, and all of the interest of the parties of the first part, whatsoever the same may be, in and to the coal, coal rights, surface and mining equipment located in, under or upon the above described premises, and/or used in connection therewith, and every other interest of the parties of the first part, whatsoever the same may be, in and to the above described premises and mining operation located thereon.

ALSO ALL that certain lot or piece of ground situate in Cooper Township, Clearfield County, Pennsylvania, bounded and described as follows:

BEGINNING at a point at the Northeast corner of land now or formerly of John G. Graebner; thence Southward along land now or at one time owned by Lafayette Hoover a distance of four hundred seventy-eight and five tenths (478.5) feet to a post; thence Westward a distance of one hundred eighty-two and seventy-five one hundredths (182.75) feet to a post; thence Northward a distance of four hundred seventy-eight and five-tenths (478.5) feet to a post at the land now or at one time owned by Samuel Bengé; thence Eastward along said land a distance of one hundred eighty-two and seventy-five one-hundredths (182.75) feet to a post and the place of beginning. Containing approximately two (2) acres.

BEING the same premise conveyed to Theodore W. Rydberg, as Trustee for River Hill Coal Company by deed dated May 4, 1945 and recorded in Clearfield County Record Book 358, page 93.

ALSO identified by Clearfield County Tax Map No. 110-R07-00042.

UNDER AND SUBJECT to a Right-of-Way for an Oil and Gas Lease with Eastern American Energy Corp. dated April 15, 2002 and recorded at Clearfield County Instrument Number 200207820.

COVINGTON TOWNSHIP PARCELS:

-----NO. 16-----

ALL that certain piece of parcel of land situate in the Township of Covington, County of Clearfield, State of Pennsylvania, bounded and described as follows:

BEGINNING at a stone corner; thence West eighty-eight and one-half (88½) perches to a stone;

thence South eighty-six (86) perches to stones; thence East ninety-two and one-half (92½) perches to stone; thence North eighty (80) perches to place of beginning. Containing forty-two (42) acres and one hundred and fifteen (115) perches.

BEING the same premises conveyed to Theodore W. Rydberg, as Trustee for River Hill Coal Company by deed dated June 1, 1944 and recorded at Clearfield County Record Book 358, page 11.

ALSO identified by Clearfield County Tax Map No. 110-S06-00003.

UNDER AND SUBJECT to a Contractual Consent of Landowner between River Hill Coal Company and Larson Enterprises, Inc. dated October 25, 1996 and recorded at Clearfield County Misc. Book 1799, page 79.

FURTHER UNDER AND SUBJECT to an Easement between Ruth Rydberg, individually and Executrix of Arthur Rydberg Estate, Janet Larson, as Executrix of the Eva Rydberg Estate and Dorothy Milspaw, Executrix of Margaret Johnson Estate the surviving entities of River Hill Coal Company with Pennsylvania Electric Company d/b/a GPU Energy dated November 3, 1998 and recorded at Clearfield County Instrument Number 199909137.

FURTHER UNDER AND SUBJECT to an Oil and Gas Lease with Eastern American Energy Corp. dated April 15, 2002 and recorded at Clearfield County Instrument Number 200207820.

EXCEPTING AND RESERVING that 8.87 acre parcel heretofore conveyed to Frank Pluball by deed dated April 3, 1946 and recorded at Clearfield County Record Book 358, page 191.

-----NO. 17-----

ALL that certain piece of land located in Covington Township, Clearfield County, Pennsylvania, bounded and described as follows:

COMMENCING at a stone South along the lands of David Askey twenty-four and one-tenths (24.1) perches to stone, West along the land of Alex Conaway one hundred and twenty-eight and five tenths (128.5) perches to stone; thence North by lands of M. B. Conaway seventy-six and eight-tenths (76.8) perches to stone from thence East by land of Justin Plubel ninety-four and seven-tenths (94.7) perches to a stone from thence North by lands of Justin Plubel eighty and seven-tenths (80.7) perches to stone, from thence East by Justin Goenot seventy-seven and five tenths (77.5) perches to a stone from thence South along lands of Florein Renoe one hundred and thirty-one and eight-tenths (131.8) perches to stone from thence West along lands of David Askey thirty-three and three-tenths (33.3) perches to a stone back to the place of beginning, in all containing one hundred and ten acres (110) and one hundred fifty-four and four tenths (154.4) perches, strict measure.

EXCEPTING AND RESERVING therefrom one acre (1 A) sold to Matt Turner and said deed being recorded in Clearfield County.

BEING the same premises conveyed to Theodore W. Rydberg, as Trustee for River Hill Coal Company by deed dated April __, 1942 and recorded May 16, 1942 in Clearfield County Record Book 342, page 512.

ALSO identified by Clearfield County Tax Map No. 110-S06-00007.

UNDER AND SUBJECT to an Easement between Ruth M. Rydberg et al by Grant of Easement to Darrell C. Kilburn et al. dated February 12, 1996 and recorded at Clearfield County Record Volume 1758, Page 172. AND FURTHER UNDER AND SUBJECT between Ruth M. Rydberg to Darrell C. Kilburn by this

Indenture dated February 12, 1996 and recorded at Clearfield County Record Volume 1758, Page 168.

FURTHER UNDER AND SUBJECT to a Right-of-Way for an Pennsylvania Electric Company the right to construct, maintain and operate an electric line consisting of poles, conductors, overhead and underground lightning protective wires, private communication wires, guys, push braces and other accessory apparatus and equipment deemed by Grantee to be necessary therefore, upon, across and under the lands of Grantors situated in the Township of Covington dated September 17, 1956 and recorded at Clearfield County Misc. Book 103, page 512.

FURTHER UNDER AND SUBJECT to an Easement between Ruth Rydberg, individually and Executrix of Arthur Rydberg Estate, Janet Larson, as Executrix of the Eva Rydberg Estate and Dorothy Milspaw, Executrix of Margaret Johnson Estate the surviving entities of River Hill Coal Company with Pennsylvania Electric Company d/b/a GPU Energy dated November 3, 1998 and recorded at Clearfield County Instrument Number 199909137.

FURTHER UNDER AND SUBJECT to an Oil and Gas Lease with Eastern American Energy Corp. dated April 15, 2002 and recorded at Clearfield County Instrument Number 200207820.

-----NO. 18-----

ALL the aforementioned tract of land situate in the Township of Covington, County of Clearfield, and State of Pennsylvania, described as follows: 45 & 10 Acres.

ALSO identified by Clearfield County Tax Map No. 111-S06-00009.

BEING the same premises conveyed to Theodore W. Rydberg, as Trustee for River Hill Coal Company by deed dated February 10, 1947 and recorded December 1, 1948 at Clearfield County Record Book 394, Page 53.

The surface of the above parcel is described in an Indenture dated November 14, 1995 and recorded at Clearfield County Record Volume 1758, Page 162.

Also, all the coal of whatever kind lying or being in, under or upon all that certain tract or parcel of land situate in Covington Township, Clearfield County, Pennsylvania, bounded and described as follows:

Beginning at stones in the West line of tract No. 1903; thence North eighty-eight (88) perches to a post in the line of M. B. Conoway's survey; thence West eighteen (18) perches to stones; thence North twenty-five perches to a corner of the Benjamin Snyder survey; thence West along said line one hundred twenty-six (126) perches to a post in the line of David Askey; thence South by said line and the residue of a larger tract one hundred thirteen (113) perches to a post; thence West to the place of beginning. Containing ninety-three (93) acres and allowance.

Being the same premises conveyed to W. R. Johnson and Arthur Rydberg as Trustees for River Hill Coal Company by deed dated November 26, 1941 and recorded at Clearfield County Record Book 340, Page 29.

ALSO identified by Clearfield County Tax Map No. 111-S06-00009, 00033MN, 00032MN, 00031MN, 00030MN, 00029MN.

UNDER AND SUBJECT to an Easement between Ruth M. Rydberg et al by Grant of Easement to Darrell C. Kilburn et al. dated February 12, 1996 and recorded at Clearfield County Record Volume 1758, Page 172. AND FURTHER UNDER AND SUBECT between Ruth M. Rydberg to Darrell C. Kilburn by this Indenture dated February 12, 1996 and recorded at Clearfield County Record Volume 1758, Page 168.

FURTHER UNDER AND SUBJECT to a Grant of Easement between Ruth Rydberg, individually

and Executrix of Arthur Rydberg Estate, Janet Larson, as Executrix of the Eva Rydberg Estate and Dorothy Millspaw, Executrix of Margaret Johnson Estate the surviving entities of River Hill Coal Company with Pennsylvania Electric Company d/b/a GPU Energy dated November 3, 1998 and recorded at Clearfield County Instrument Number 199909137.

FURTHER UNDER AND SUBJECT to an Oil and Gas Lease with Eastern American Energy Corp. dated April 15, 2002 and recorded at Clearfield County Instrument Number 200207820.

-----NO. 19-----

ALL the coal in and under that certain piece or parcel of land situate in Covington Township, Clearfield County, Pennsylvania, bounded and described as follows:

BEGINNING at a stone; thence South eighty-seven (87) degrees twenty (20) minutes East one hundred thirty-three and nine tenths (133.9) perches to stone; thence North four (4) degrees thirty (30) minutes East sixty-two and four tenths (62.4) perches to stone; thence North eighty-seven (87) degrees twenty (20) minutes West one hundred thirty-three and nine tenths (133.9) perches to stone; thence South four (4) degrees thirty (30) minutes West sixty-two and four tenths (62.4) perches to place of beginning. Containing fifty-two (52) acres thirty-one and one tenth (31.1) perches.

BEING the same premises conveyed to Theodore W. Rydberg, as Trustee for River Hill Coal Company by deed dated May 23, 1947 and recorded at Clearfield County Record Book 384, Page 330.

ALSO identified by Clearfield County Tax Map No. 111-S05-00041 and No. 111-S05-00042.

EXCEPTING AND RESERVING therefrom the coal under 2.7 acres more or less, conveyed by Frank Guenot et ux, to Henry L. Harrington by deed dated November 30, 1943, as recorded in Deed Book 328, page 212.

Together with the right of ingress, egress and regress into, upon and over said above described tract of land for the purpose of mining and removing said coal, but not including the right to strip the surface, and together with such other rights and privileges, as are usually necessary and incident to the mining of coal, without any liability for injury or damage that may be done to the surface by reason of the exercise of said mining privileges; and said grantors do hereby release the said grantee, his heirs, executors, administrators and assigns, from any and all claims of liability for damage that may be caused to said land hereinbefore described, or to the subsidence or otherwise, which may result from digging, mining or removing the coal hereby granted, or from the exercise of any of the rights and privileges herein granted.

FURTHER UNDER AND SUBJECT to an Oil and Gas Lease with Eastern American Energy Corp. dated April 15, 2002 and recorded at Clearfield County Instrument Number 200207820.

UNDER AND SUBJECT to an Oil and Gas Lease recorded at Clearfield County Instrument No. 200207820.

-----NO. 20-----

ALL those two certain tracts of land situate in Covington Township, Clearfield County, Pennsylvania, bounded and described as follows:

THE FIRST THEREOF: BEGINNING at a post on line now or formerly of Caludius Sirguet, thence North ninety six (96) perches to a post corner; thence West, ninety six (96) perches along the line now or formerly of Charles Guenot to a white oak grub; thence South along the line now or formerly of James Allen ninety six (96) perches to a post; thence along the Karthaus estate East ninety six (96) perches to the place of beginning. Containing fifty-four (54) acres and fifty-seven and six tenths (57.6) perches, more or less, and allowance. Being a part of Warrant No. 1903.

ALSO BEING identified as Clearfield County Tax Map No. 111-S05-00037.

THE SECOND THEREOF: BEGINNING at a stone P.B., thence North five degrees East sixty three and two tenths perches to a post and stone corner; thence South eighty-six and one-fourth East sixty-six and six-tenths perches to a post and stone corner; thence South five West sixty-three and two-tenths perches to a stone corner; in the center of the road; thence North eighty-six and one-fourth West sixty-six and six-tenths perches to the place of beginning. Containing twenty-six (26) acres and forty-nine perches.

AND ALSO BEING identified as Clearfield County Tax Map No. 111-S04-00041.

BEING the same premises conveyed to Theodore W. Rydberg, Trustee for River Hill Coal Company by deed dated October 7, 1945 and recorded in Clearfield County Record Book 371, Page 396.

The premises above are conveyed subject to the right of way for poles, transmission lines and the like heretofore granted to the Central Rural Electric Cooperative Association, Inc. and to the Pennsylvania Electric Company and/or Penn Public Service Corporation.

UNDER AND SUBJECT to an Oil and Gas Lease recorded at Clearfield County Instrument No. 200207820.

FURTHER UNDER AND SUBJECT to all exceptions, reservations and conveyances of record.

-----NO. 21-----

All that certain tract or piece of ground situate in Covington Township, Clearfield County, Pennsylvania, bounded and described as follows:

Beginning at a stone corner being common between the land herein conveyed and that now or formerly of Frank Viard; thence North five (5) degrees East sixty- three and two tenth (63.2) perches along the line of Frank Viard to a post on stone corner on line of land now or formerly of George Schultz; thence South eighty- six and one fourth (86 1/4) degrees East sixty- six and six tenth (66.6) perches along lines of land now or formerly of George Schultz and Leopold Guenot to a stone corner at line of land now or formerly of Frank Guenot; thence five (5) degrees West sixty- three and two tenth (63.2) perches along line of Frank Guenot to stone corner at line of land now or formerly of John B. Reno; thence North eighty-six and one-fourth (86 1/4) degrees West sixty- six and six tenth (66.6) perches along line of land of said John B. Reno to post and stone corner and place of beginning. Containing twenty six (26) acres and forty- nine (49) perches, more or less.

Begin the eastern half of tract conveyed to Justin Guenot by heirs of Charles Guenot by deed dated January 13, 1886, as recorded in Deed Book 39 Page 535, and conveyed by Sheriff of Clearfield County as the property of Justin Guenot to Leopold Guenot by Deed dated September 7, 1891, as recorded in Deed Book 108 page 76. the balance of said tract, being the western half thereof, having been conveyed by Leopold et ux to Frank Viard by deed dated June 8, 1892, as recorded in Deed Book 70 page 111.

Being the same premises conveyed to Theodore Rydberg, Trustee for River Hill Coal Company by deed dated September 24, 1945 and recorded in Clearfield County Record Book 366 Page 222.

Also being identified as Clearfield County Tax Map No. 111-S05-00042.

The premises above are conveyed subject to the right of way for poles, transmission lines and the like heretofore granted to the Central Rural Electric Cooperative Association, Inc. and to the Pennsylvania Electric Company and/or Penn Public Service Corporation.

UNDER AND SUBJECT to an Oil and Gas Lease recorded at Clearfield County Instrument No. 200207820.

FURTHER UNDER AND SUBJECT to all exceptions, reservations and conveyances of record.

-----NO. 22-----

ALL that certain piece or parcel of land situate in Covington Township, Clearfield County, Pennsylvania, bounded and described as follows:

BEGINNING at a white oak; thence by purparts No. 3 and 4, South 87 degrees 20 minutes East 87 perches to stones; thence by purport No. 2 North 4 degrees 30 minutes East 91.7 perches to stones; thence by lands now or formerly of Karthaus Heirs North 85 degrees 30 minutes West 87 perches to small white oak; thence by lands now or formerly of George Shultz, South 4 degrees 30 minutes West 94.4 perches to place of beginning. Containing 50 acres, 94.3 perches.

BEING the same premises conveyed to Theodore W. Rydberg, Trustee for River Hill Coal Company by deed dated January 21, 1950 and recorded in Clearfield County Record Book 403, Page 345.

ALSO quit claimed by Grantor is any right, title or interest in Grantor to the coal underlying the foregoing parcels number 22 as acquired by instrument at Deed Book 410, Page 471.

AND all the coal in, under and upon that certain piece or parcel of land situate in Covington Township, Clearfield County, Pennsylvania, bounded and described as follows:

BEGINNING at a white oak; thence by purparts No. 3 and 4 South 87 degrees 30 minutes East 87 perches to stones; thence by purport No. 2 North 40 degrees 30 minutes East 91.7 perches to stones; thence by land of Karthaus Heirs North 87 degrees 30 minutes West 87 perches to small white oak; thence by lands of George Schultz South 4 degrees 30 minutes West 94.4 perches or place of beginning. Containing 50 acres 94.3 perches.

AND ALSO BEING identified as Clearfield County Tax Map No. 111-S05-00038.

UNDER AND SUBJECT to an Oil and Gas Lease recorded at Clearfield County Instrument No. 200207820.

-----NO. 23-----

ALL that certain parcel or tract of land situate in the Township of Covington, County of Clearfield, and State of Pennsylvania, which is bounded and described as follows:

BEGINNING at a stone at the northeast corner of Tract No. 1903, thence North eighty five degrees and thirty minutes West eighty four (84) perches to a stone; thence South four degrees and thirty minutes West ninety one and seven tenths (91.7) perches to a stone; thence South eighty seven degrees and twenty minutes East eighty four perches to a stone; thence North forty degrees and thirty minutes East eighty nine (89) perches to place of beginning. Containing forty seven (47) acres, seventy-two (72) perches.

EXCEPTING AND RESERVING therefrom one acre at the southwest corner previously sold to J. J. Gormont.

BEING the same premises conveyed to Theodore Rydberg, Trustee for River Hill Coal Company by deed dated September 2, 1947 and recorded in Clearfield County Record Book 388, page 577.

AND ALSO BEING identified as Clearfield County Tax Map No. 111-S05-00039.

ALSO EXCEPTING AND RESERVING therefrom a certain right of way over the said tract, heretofore leased to Henry L. Harrington, under the firm name of H. L. and F.R. Harrington on April 11, 1947. The same lease being assigned to Theodore Rydberg, Trustee for River Hill Coal Company, by deed identified above, who was granted the right to collect the rents and royalties as provided in the said lease to be paid to the former Grantors. Also reserving all minerals.

ALSO quit claimed by Grantor is any right, title or interest in Grantor to the coal underlying the foregoing parcels number 23 as acquired by instrument at Deed Book 410, Page 471.

ALL the coal, excepting and reserving the B seam which has heretofore been sold, underlying that certain tract or piece of land situated in Covington Township, Clearfield County and State of Pennsylvania, bounded and described as follows:

BEGINNING at a stone on the northeast corner of Tract No. 1903; thence North eighty five degrees and thirty minutes West eighty four (84) perches to a stone; thence South four degrees and thirty minutes West ninety one and seven tenths (91.7) perches to a stone; thence South eighty seven degrees and twenty minutes East eighty four (84) perches to a stone; thence North forty degrees and thirty minutes East eighty nine (89) perches to the place of beginning; containing forty seven acres and seventy two perches, known as Purpart No. Two in the partition of the real estate of Charles Guenot, deceased.

BEING the same premises conveyed to W. R. Johnson and Theodore Rydberg t/a River Hill Coal Company by deed dated September 23, 1948 and recorded in Clearfield County Record Book 393, page 198.

TOGETHER with the right of ingress, egress and regress for the purpose of mining the said coal, with the absolute right to mine and remove all the said coal without leaving support to sustain the surface, and without being liable to the owner of the surface or his heirs or assigns, for any damages which may result from such mining and removal of the said coal, with the right to make such openings, shafts, schutes, dumps, improvements, road, railroads, on the land as in the judgment of W. R. Johnson and Theodore Rydberg t/a River Hill Coal Company, or their heirs or assigns, may be necessary to conveniently mine the same and transport the said coal and other freight through and over the said lands.

RESERVING AND EXCEPTING, however, therefrom and thereout unto former grantors, their heirs and assigns, all the coal in the B seam, iron ore, stone, fire clay, oil and gas and all other minerals under and upon the said premises; together with the full and free right of ingress, egress and regress into, upon, under and over the said premises hereby conveyed, and also all rights and privileges needful for the purpose of examining, searching for, mining, manufacturing, boring for, testing for, and preparing for market said other coal, iron ore, stone, fire clay, oil and gas and all other minerals, and of digging, removing and transporting the same under and upon the surface of said premises; and for these purposes to construct and build such drains, roads, railroads, shafts, schutes and dumps under and upon the surface of said premises as may be or become necessary for the mining, preparing, shipping and transporting said other coal, iron ore, stone, fire clay, oil and gas and all other minerals owned, leased or operated by said former grantors, their heirs and assigns forever, underlying other lands, without liability for damages; together with a release of damages from all and every claim for damages that may be done to the strata overlying or the strata underlying said other coal, iron ore, stone, fire clay, oil and gas and all other minerals in or under said land, or that may be done by or due to the subsidence of the surface of the land or of the said coal, or that may be done to the waters, water courses or springs, in, under or upon said premises, or that may be done to any building or buildings now erected or which may hereafter be erected on the said premises; and subject to all prior rights which may have been granted.

AND ALSO BEING identified as Clearfield County Tax Map No. 111-S05-00039MN.

-----NO. 24-----

ALL that certain piece or parcel of land situate in Covington Township, Clearfield County, Pennsylvania, bounded and described as follows:

PARCEL A: BEGINNING at a point on the Karthaus Estate line, said point being North 83 degrees 05 minutes West 2680 feet from the Northeast corner of Parcel No. 7 now or formerly of the Harrington Estate property, said point of beginning being on land formerly described as Lee & Wrigley; thence North 83 degrees 05 minutes West 6720 feet to a stake on line of land now or formerly of Fred Roussey; thence along line now or formerly of Fred Roussey, South 6 degrees 30 minutes West 1854 feet to post and stones on line of land now or formerly of J. C. Bechtold; thence along line now or formerly of J. C. Bechtold and others South 83 degrees 05 minutes East 5700 feet to a point on line now or formerly of Dominick Guenot; thence North 31 degrees 55 minutes East 2040 feet to place of beginning. The said corners of the said property being marked by stakes or stones and containing two hundred and sixty (260) acres, more or less.

PARCEL B: All the rights, title, privileges and interest of former grantors Joseph H. Beers and Mildred E. Beers acquired by said former grantors, under and by virtue of a certain Agreement between John A. Hanslovan and Mary Hanslovan, his wife, therein called Lessors, and Joseph H. Beers and Mildred E. Beers, his wife, therein called Lessees, dated August 21, 1951, recorded in the Office for the Recording of Deeds, at Clearfield, aforesaid, in Book of Miscellaneous Volume No. 81, at Page 204, described therein as "the right to strip the surface," in and to the following tracts:

Tract No. 1: All that certain tract of land situate in the Township of Karthaus, County of Clearfield and State of Pennsylvania, bounded and described as follows, to wit: BEGINNING at a post, corner of land now or formerly of Frank Guenot and Township line; thence North 85 degrees 20 minutes East one hundred twenty-eight and seven-tenths perches to stones by pine stump; thence North 3 degrees 15 minutes East forty-three and six-tenths perches to post; thence South 86 degrees 15 minutes East one hundred ten and six-tenths perches to Susquehanna River; thence up said river by its several courses and distances to line of land now or formerly of William A. Wallace and Township line; thence by said Township line North 4 degrees 30 minutes East one hundred and thirty-four perches, more or less, to post corner of land now or formerly of A. Verbeck; thence South 85 degrees 30 minutes East by same thirty-eight perches to post; thence by same North 17 degrees 30 minutes East forty-six perches to post; thence North 54 degrees 10 minutes East one hundred thirty-two perches to post; and witness, being corner of land now or formerly of Mary Ann Burge; thence North 74 degrees East twenty-four perches to iron pin; thence by same North 89 degrees East one hundred and forty perches to stone; thence North 52 degrees East fifteen perches to rock; thence North 23 1/2 degrees West fifty perches to a stump; thence North 74 degrees 45 minutes West one hundred fifty-four perches to post; thence South six and six-tenths perches to post; thence North 86 degrees 10 minutes West one hundred fifty-three and three-tenths perches to post; thence North 4 degrees 45 minutes East fifty perches to post and place of beginning. Containing two hundred eighty (280) acres, more or less.

Tract No. 2: All that certain parcel or tract of land situate in Karthaus Township, Clearfield County, Pennsylvania, bounded and described as follows: BEGINNING at a post on line of land now or formerly of Guenot; thence North 74 degrees East twenty-four perches; thence North 89 degrees East one hundred forty perches to a stump; thence North 52 degrees East fifteen perches to a rock; thence North 23 1/4 degrees West fifty perches to a fallen tree; thence North 74 degrees 45 minutes West one hundred eleven perches to a post and place of beginning. Containing eighty-five (85) acres, more or less, as surveyed by Harry Byers, February 18, 1890.

NOTE: This 85 acres includes a 35 acre piece which Dominick F. Guenot and Leopold Guenot by quit claim deed dated November 23, 1920 conveyed to Francis R. and Henry L. Harrington.

Tract No. 4: All of the rights of Lessors to strip the surface and remove the coal by that method, as contained in a deed or lease of Annie Garmon to Francis R. Harrington and Henry L. Harrington, dated November 26, 1921, and assigned by them to Alice C. Harrington, who on June 23, 1931 in Deed Book 293, Page 247, conveyed her rights to Henry L. Harrington, and which real estate is situate in the Township of Karthaus, Clearfield County, Pennsylvania, bounded and described as follows: Bounded on the East by the Susquehanna River; on the South by lands formerly of J. B. Vallimont and now or formerly of Frank Guenot, and lands formerly of D. F. and Leopold Guenot and now or formerly of F. R. and H. L. Harrington; on the West by lands now or formerly of Dominick Guenot, and on the North by lands supposedly now or formerly

of Stringfellow, or however the same may be bounded and described. Consisting of fifty-five acres of land, more or less.

The said lease being recorded in Clearfield County in Miscellaneous Book 22, Page 344, and to which deed and lease reference may be had for a further description of these rights.

Tract No. 5: All that certain tract or parcel of land situate in Karthaus, Clearfield County, Pennsylvania, bounded and described as follows: BEGINNING at a white oak southeast corner at the Susquehanna River; thence North eighty-seven degrees West one hundred and ninety-seven perches to white oak; thence West fifty perches to post along field now or formerly of Charles Guenot; thence South two hundred and nineteen perches to post at the river; thence North twenty degrees West fifty perches to white oak and place of beginning. Containing sixty (60) acres, one hundred and fifty perches with allowances, more or less.

Tract No. 7: All that certain piece or parcel of land situate in Covington Township, Clearfield County, Pennsylvania, bounded and described as follows: BEGINNING at a post and stones on line of land now or formerly of Mary I. Stringfellow and at southwest corner of land now or formerly of A. W. Lee and J. W. Wrigley; thence along land now or formerly of Lee and Wrigley North 6 degrees 30 minutes East 1854 feet to a stake; thence along residue of Karthaus Estate lands North 83 degrees 05 minutes West 9400 feet to a stake on line of land now or formerly of Fred Roussey; thence along land now or formerly of Roussey South 6 degrees 30 minutes West 1854 feet to post and stones on line of land now or formerly of J. C. Bechtold and others South 83 degrees 05 minutes East 9400 feet to place of beginning. Containing in all four hundred acres.

EXCEPTING, however, the rights of the New York Central Railroad and its assigns in and to the growing timber standing on said tract of land, granted in agreement dated January 20, 1945 and recorded in Clearfield County, to which agreement and the record thereof, reference may be had.

The above described 400 acres (Tract No. 7) being the area out of which 260 acres are being deeded to the Lessees, simultaneously with said Agreement.

BEING the same premises conveyed to C.A. Rydberg, Victor Rydberg, Theodore Rydberg and W. R. Johnson, trading as River Hill Coal Co. by deed dated March 24, 1955 and recorded in Clearfield County Deed Book 441, Page 309.

AND ALSO BEING identified as Clearfield County Tax Map No. 111-S05-00036.

All of the rights of the Lessors to strip the surface on certain land in Covington Township, and incidental rights thereto, as contained in the lease between Theodore W. Rydberg as Trustee for River Hill Coal Company and H. L. Harrington, trading and doing business as F.R. and H. L. Harrington, dated the 20th day of November A.D. 1950 reference to which being had, these rights will more fully and at large appear.

RESERVING, however, out of the above pieces or parcels of land a certain parcel of real estate of 2.7 acres in Covington Township, Clearfield County, PA, on which Mr. H. Becker had a lifetime lease and which H. L. Harrington agreed to sell to him and the said property will be excluded.

UNDER AND SUBJECT to any prior rights of way or easements given by Henry L. Harrington before his death or by his predecessors in title.

FURTHER UNDER AND SUBJECT to an Oil and Gas Lease recorded at Clearfield County Instrument No. 200207820.

FURTHER UNDER AND SUBJECT to a Contractual Consent of Landowner between River Hill Coal Co. and AME Enterprises, Inc. dated May 25, 1983 and recorded in Clearfield County Record Volume 889, Page 271.

-----NO. 25-----

ALL that certain piece or parcel of land situate in Covington Township, Clearfield County, Pennsylvania, bounded and described as follows:

BEGINNING at a stake in the West line of the land now or formerly of Lloyd and Leona Guenot; thence by land now or formerly of said Guenot, of which this is a part, South seventy (70) degrees no minutes East a distance of one thousand sixty nine and five-tenths (1069.5) feet to a stake; thence by same South eighty seven (87) degrees twenty (20) minutes East a distance of one thousand one hundred eighty one (1181) feet to a stake; thence South four (4) degrees thirty (30) minutes West a distance of four hundred forty five (445) feet to a stake; thence North eighty seven (87) degrees twenty minutes (20) West a distance of two thousand two hundred nine and thirty five hundredths (2209.35) feet to a stake in the township road; thence along said township road North four (4) degrees thirty (30) minutes East a distance of seven hundred sixty three (763) feet to a stake, the place of beginning. Containing 26.36 acres.

BEING the same premises conveyed to Theodore W. Rydberg, Trustee for River Hill Coal Company by deed dated May 13, 1947 and recorded in Clearfield County Deed Book 372, Page 262.

AND ALSO BEING identified as Clearfield County Tax Map No. 111-S05-00045

UNDER AND SUBJECT to an Oil and Gas Lease recorded at Clearfield County Instrument No. 200207820.

FURTHER UNDER AND SUBJECT to a Contractual Consent of Landowner between River Hill Coal Co. and AME Enterprises, Inc. dated May 25, 1983 and recorded in Clearfield County Record Volume 889, Page 271.

-----NO. 26-----

ALL that certain lot or piece of land situate in the Township of Covington, County of Clearfield and State of Pennsylvania, bounded and described as follows:

Bounded on the North by lands now or formerly of William Conoway; on the East by lands of Karthaus; on the South by lands now or formerly of Solomon Maurer; and on the West by lands now or formerly of J. B. Vallimont; in all to contain seventy five (75) acres, more or less.

BEING the same premises described as The Second Thereof which was conveyed to Theodore Rydberg as Trustee for River Hill Coal Co. by deed dated February 7, 1948 and recorded in Clearfield County Record Book 389, Page 292.

AND ALSO BEING identified as Clearfield County Tax Map No. 111-R05-00044.

UNDER AND SUBJECT to an Oil and Gas Lease recorded at Clearfield County Instrument No. 200207820.

-----NO. 27-----

ALL that certain lot or piece of land situate in the Township of Covington, County of Clearfield and State of Pennsylvania, bounded and described as follows:

BEGINNING at a white pine stump, corner of Karthaus lands and southeast corner of land now or formerly of William Conoway, thence by land now or formerly of William Conoway North 83 degrees 05 minutes West, four hundred two (402) feet to a post at land now or formerly of Henry A. and Alfred H. Roussey, thence by land now or formerly of Henry A. and Alfred H. Roussey, South 6 degrees 30 minutes West, twenty eight hundred forty six (2846) feet to a point at land now or formerly of James C. Bechtold,

thence by land now or formerly of James C. Bechtold South 83 degrees 05 minutes East, four hundred two (402) feet to a post and stones, thence along residue of Karthaus lands North 6 degrees 30 minutes West, twenty eight hundred forty six (2846) feet to place of beginning. Containing in all twenty six and twenty six hundredths (26.26) acres.

BEING the same premises described as The First Thereof which was conveyed to Theodore Rydberg as Trustee for River Hill Coal Co. by deed dated February 7, 1948 and recorded in Clearfield County Record Book 389, Page 292.

AND ALSO BEING identified as Clearfield County Tax Map No. 111-R05-00045.

UNDER AND SUBJECT, however, to the reservations in prior deed of Charles L. Reese, et al, contained, and the covenants and conditions thereof.

FURTHER UNDER AND SUBJECT to a Contractual Consent of Landowner between River Hill Coal Co. and AME Enterprises, Inc. dated May 25, 1983 and recorded in Clearfield County Record Volume 889, Page 271.

-----NO. 28-----

ALL that certain piece or parcel of ground situate in Covington Township, Clearfield County, Pennsylvania, bounded and described as follows:

BEGINNING at a post corner of this land and land now or formerly of F. Roussey, on line of land now or formerly of J. B. Valimont; thence South 2° 53' West, 2121 feet to post at township road; thence along said road North 85° West, 1338 feet to post; thence by land now or formerly of Felix Valimont North 4° East, 2167 feet to post; thence by land formerly of J. F. Schnarrs, and now or formerly of F. H. Valimont and J. B. Valimont, South 84° East, 1154 feet to post and place of beginning. Containing 64.47 acres.

BEING the same premises conveyed to C.A. Rydberg, Victor Rydberg and W.R. Johnson, Co-Partners, trading and doing business as River Hill Coal Company by deed dated October 25, 1962 and recorded in Clearfield County Record Book 499, Page 111.

AND ALSO BEING identified as Clearfield County Tax Map No. 111-R05-00043.

UNDER AND SUBJECT to an Oil and Gas Lease recorded at Clearfield County Instrument No. 200207820.

FURTHER UNDER AND SUBJECT to a Contractual Consent of Landowner between River Hill Coal Co. and AME Enterprises, Inc. dated May 25, 1983 and recorded in Clearfield County Record Volume 889, Page 271.

FURTHER UNDER AND SUBJECT to a second Contractual Consent of Landowner between River Hill Coal Company and River Hill Coal Company, Inc. dated October 30, 1986 and recorded in Clearfield County Record Volume 1118, Page 375.

-----NO. 29-----

ALL that certain tract of land, situate in Covington Township, Clearfield County, Pennsylvania, bounded and described as follows:

BEGINNING at an iron stake 16 ½ feet from the center line of a Township Road; thence along said road North 85° West 150 feet to an iron pin at the intersection of aforesaid Township Road and an abandoned township road; thence North 5° East 100 feet along abandoned township road to an iron pin;

thence South 85° 150 feet to an iron pin; thence South 5° West 100 feet to an iron pin and place of beginning.

EXCEPTING AND RESERVING all minerals with the right to remove the same.

BEING the same premises conveyed to Theodore W. Rydberg, Trustee for River Hill Coal Company by deed dated March 27, 1951 and recorded in Clearfield County Record Volume 411, page 525.

AND ALSO BEING identified as Clearfield County Tax Map No. 111-R05-00054.

UNDER AND SUBJECT to a Contractual Consent of Landowner between River Hill Coal Co. and Larson Enterprises, Inc. dated July 24, 1997 and recorded in Clearfield County Record Volume 1859, Page 326.

-----NO. 30-----

ALL that certain parcel or tract of land situate in the Township of Covington, County of Clearfield and State of Pennsylvania, which is bounded and described as follows:

BEGINNING at a stone corner of land now or formerly of Volnchet; thence North 162 perches to stones; thence East by lands now or formerly of Francis Vallimont and Stephen Roussey 70.5 perches to stones; thence South by lands now or formerly of John Rougeux 162 perches to stones; thence West 70.5 perches to stone and place of beginning. Containing 66 acres and 113 perches and allowance.

EXCEPTING AND RESERVING therefrom one (1) acre at the southwest corner of the above tract, and all coal and other minerals under the said lands, with the right to mine, dig, and remove the same without any liability for damage.

BEING the same premises conveyed to Theodore W. Rydberg, Trustee for River Hill Coal Company, by deed dated March 27, 1951 and recorded in Clearfield County Deed Book 411, Page 523.

AND ALSO BEING identified as Clearfield County Tax Map No. 111-R05-00049.

UNDER AND SUBJECT to an Oil and Gas Lease recorded at Clearfield County Instrument No. 200207820.

FURTHER UNDER AND SUBJECT to a Contractual Consent of Landowner between River Hill Coal Co. and Larson Enterprises, Inc. dated July 24, 1997 and recorded in Clearfield County Record Volume 1859, Page 326.

-----NO. 31-----

ALL that certain tract of land situate in Covington Township, Clearfield County, Pennsylvania, bounded and described as follows:

BEGINNING at a post on pitch pine corner of two original surveys; thence South one hundred fifty six (156) perches to dead white oak; thence East fifty three (53) perches to post now or formerly of Charles Guenot; thence North one hundred fifty six (156) perches to tract line; thence West fifty three (53) perches to place of beginning. Containing forty-eight (48) acres more or less.

BEING the same premises conveyed to Theodore W. Rydberg, Trustee for River Hill Coal Company by deed dated April 3, 1946 and recorded in Clearfield County Deed Book 358, Page 192.

AND ALSO BEING identified as Clearfield County Tax Map No. 111-R05-00052.

EXCEPTING AND RESERVING therefrom all the coal, fire clay, oil, gases, and precious stones under said lands, with the right to remove the same without being liable to damages to the owner of the

surface.

Also, all the right, title and interest of all the coal rights in and under all that certain piece of land, situate in Covington Twp., Clearfield County, Pa., bounded and described as follows; On the South side by road running to the Harrington Mine and land of River Hill Coal Company,, formerly Nester Pluebell Farm; on the East by land of River Hill Coal Co.; on the North by land of Harrington Coal Company; on the West by land of Sylvan Grove Coal Company, formerly Joe Bernat Farm. Containing 48 acres more or less. Being the same premises as previously described in parcel 32.

Being the same premises conveyed to Theodore Rydberg, Trustee for River Hill Coal Company by deed dated February 21, 1950 and recorded in Clearfield County Deed Book 404, Page 346.

Also being identified as Clearfield County Tax map No. 111-R05-00052.

UNDER AND SUBJECT to a Contractual Consent of Landowner between River Hill Coal Co. and AME Enterprises, Inc. dated May 25, 1983 and recorded in Clearfield County Record Volume 889, Page 271.

FURTHER UNDER AND SUBJECT to a Contractual Consent of Landowner between River Hill Coal Co. and Larson Enterprises, Inc. dated July 24, 1997 and recorded in Clearfield County Record Volume 1859, Page 326.

-----NO. 32-----

ALL that certain piece, parcel or tract of ground situate in Covington Township, Clearfield County, Pennsylvania, bounded and described as follows:

BEGINNING at the southwest corner of lot now or formerly of John B. Mignot; thence North one hundred and sixty one and one half (161 ½) perches to a post; thence East by land now or formerly of Frances Vallimont, forty one (41) perches to a post; thence South by land now or formerly of Solomon Maurer, one hundred and sixty one and one half (161 ½) perches to a post; thence by land now or formerly of John Rougeux, forty one (41) perches to a post and place of beginning. Containing forty one (41) acres and sixty one and one half (61 ½) perches, more or less.

BEING the same premises conveyed to Theodore W. Rydberg, Trustee for River Hill Coal Company by deed dated October 9, 1947 and recorded in Clearfield County Deed Book 383, Page 65.

AND ALSO BEING identified as Clearfield County Tax Map No. 111-R05-00048.

UNDER AND SUBJECT to an Oil and Gas Lease recorded at Clearfield County Instrument Number 200207820.

-----NO. 33-----

ALL those two certain pieces or parcels of land, situate in Covington Township, Clearfield County, Pennsylvania, bounded and described as follows:

THE FIRST THEREOF: BEGINNING at the Northeast corner of land formerly of Miles S. Conaway, being the Northwest corner of land formerly of Paul Gormont; thence South four degrees West sixteen (16) perches to a stone corner at road; thence North forty-five and one-sixth degrees East twenty-one (21) perches to a stone corner on line of land formerly of Miles S. Conaway; thence North eighty-five and one-fourth degrees West thirteen and seven-tenths (13.7) perches to stone corner and place of beginning. Containing one hundred and nine and six-tenths (109.6) perches, more or less.

THE SECOND THEREOF: BEGINNING at a post; thence by lands now or formerly of Germain Baumat, North three degrees East one hundred sixty (160) perches to a post; thence by lands of Karthaus Estate and lands now or formerly of Stephen Roussey South eighty-seven degrees West seventy-four (74) perches to stones; thence by lands now or formerly of Solomon Maurer South three degrees West one

hundred sixty (160) perches to stones; thence by lands now or formerly of Miss Lutz and N. B. Conaway North eighty-seven degrees East seventy-four (74) perches to post and place of beginning. Containing sixty-nine (69) acres and one hundred thirty-seven and one-sixteenth (137.6) perches and allowance.

BEING the same premises conveyed to Theodore W. Rydberg, Trustee for River Hill Coal Company by deed dated October 8, 1951 and recorded in Clearfield County Deed Book 416, Page 170.

AND ALSO BEING identified as Clearfield County Tax Map No. 111-R05-00050.

UNDER AND SUBJECT to an Oil and Gas Lease recorded at Clearfield County Instrument Number 200207820.

FURTHER UNDER AND SUBJECT to a Contractual Consent of Landowner between River Hill Coal Co. and AME Enterprises, Inc. dated May 25, 1983 and recorded in Clearfield County Record Volume 889, Page 271.

FURTHER UNDER AND SUBJECT to a Contractual Consent of Landowner between River Hill Coal Co. and Larson Enterprises, Inc. dated July 24, 1997 and recorded in Clearfield County Record Volume 1859, Page 326.

FURTHER UNDER AND SUBJECT to all exceptions, reservations and conveyances of record.

-----NO. 34-----

ALL THAT CERTAIN interest in 150 acres "B" vein coal rights situate in Covington Township bounded and described as follows: Bounded on the West by lands of M. B. Conoway and I. B. Renaud; on the North by lands now or formerly of I. B. Renaud; on the East by lands now or formerly of E. Vlard and G Mulson; and on the South by lands now or formerly of W. A. Wallace; Containing 150 acres more or less, and including tract formerly known as Poorman tract.

Being the same premises conveyed to Theodore W. Rydberg, Trustee for River Hill Coal Company by deed dated June 15, 1953 and recorded in Clearfield County Record Book 430, Page 177.

And also being identified as Clearfield County Tax Map No. 111-S06-00010, formerly identified as Tax Map No. 888-000-00018.

-----NO. 35-----

ALL THOSE gas and oil rights situate in Covington Township and described as follows:

The First Thereof: Beginning at a post corner; thence north twenty-four perches to a white oak corner; thence east sixteen perches to a post; thence north twenty-one and five tenths perches to a post; thence west sixteen perches to a white pine; thence north one hundred twenty-four and five tenths perches to a white oak; thence east fifty perches to a post; thence south by land of John Martel, one hundred seventy perches to a post; thence west fifty perches to a post and place of beginning. Containing forty-eight acres and fifteen perches, more or less.

The second thereof: Beginning at a white oak tree, being the northeast corner; thence along land of John B. Rougeux Estate, south four degrees fifteen minutes west, seventy-one and one-tenth (71.1) perches to a stone corner of the said Rougeux Estate; thence south seventy-seven degrees east, eleven and five tenths (11.5) perches to a stone corner; thence south nine degrees ten minutes east, fourteen (14) perches to a stone on line of the John Plubell Estate; thence north eighty five degrees west, ten (10) perches to a stone corner; thence south four degrees fifteen minutes west, eighty-four and nine tenths (84.9) perches to a stone; the southeast corner; thence along land of John Voinchet, north eighty-five degrees west, twenty-five and two-tenths (25.2) perches to a post on the public road along which the latter line did run; thence north four

degrees fifteen minutes east, along line of Ellen and George Green, one hundred seventy one and five tenths (171.5) perches to a stake and stones on line of Virginia Bergey; thence south eighty -five degrees east, twenty five and two tenth (25.20 perches to a white oak and place of beginning. Containing 27 acres and 133 perches, more or less.

Excepting and reserving therefrom, however, a rectangular-shaped piece of ground on which is located the house and barn pertaining to said above described premises and supposed to contain 2.89 acres and described as follows:

Beginning at a steel axle corner, said corner is the southwest corner of the herein described reservation, said corner in on the north right -of-way line being 16 ½ feet from the center line thereof at this point, said corner also being approximately 322.0 feet along said township road from the west property line of the Charles Dunlap property of which this reservation is a part, north 4 degrees zero minutes East, four hundred twenty nine (429) feet to a steel axle corner, said corner being approximately twenty seven feet from the property line of the Charles Dunlap property at this point; thence still along the Charles Dunlap property, south eighty six degrees east, two hundred eighty five feet to a steel axle corner; thence still along the Charles Dunlap property south four degrees west four hundred fifty five and seven tenths (455.7) feet to a steel axle corner, said corner being on the north right-of- way line of Township Road #729, said right-of-way being 16 ½ feet from the center line thereof at this point, thence along the north right-of-way line of Township Road #729, north eighty degrees forty three minutes west, two hundred eighty six and one tenth (286.1) feet to place of beginning. Containing 2.89 acres more or less.

Being the same premises that were deeded and conveyed unto W. R. Johnson, Victor Rydberg and Authur Rydberg, trading as River Hill Coal Company, by deed of Charles Dunlap and Ethel Dunlap, his wife dated August 10, 1961 and recorded in Deed Book 490, Page 646. The said W. R. Johnson and Victor Rydberg having died, their interest in the above described property vested in their surviving spouses, respectively, Margaret Johnson and Eva Rydberg, who join in this deed as Grantors.

The third thereof: beginning at a white pine corner 37.4 perches east of a white oak grub, the north corner of Warrant No. 1896 and being part of said Warrant No. 1896; thence east, 50 perched to a white oak corner; thence south 124.5 perches to a white pine corner; thence east 16 perched to a post corner; thence south 21.5 perches to a post corner; thence west 16 perched to oak corner; thence south 24.5 perched to post corner; thence west 50 perches to post corner; thence north 170 perches to place of beginning. Containing 52 acres and 24 perches, more or less, and being part of Warrant No. 1896.

Being the same premises that were deeded and conveyed unto W. R. Johnson, Victor Rydberg and Authur Rydberg, trading as River Hill Coal Company, by deed of Paul Fontenoy and Marie Fontenoy, his wife, dated August 30, 1961 and recorded in Deed Book 491, page 237. The said W. R. Johnson and Victor Rydberg having died, their interest in the above described property vested in their surviving spouses, respectively, Margaret Johnson and Eva Rydberg, who join in this deed as Grantors.

And also being identified as Clearfield County Tax Map No. 111-Q05-00081 and 82.1.

Title to surface and mineral rights as describe in parcel 31 was conveyed to Young People Who Care-Dioceses of Erie on August 23, 1977 from River Hill Coal Company, Deed Book 746, Page 100.

GRAHAM TOWNSHIP PARCEL:

-----NO. 36-----

ALL that certain vein or seam of coal known as the "B" vein, together with all the surface on that certain tract or piece of land, situate in Graham Township, Clearfield County, State of Pennsylvania, bounded and described as follows:

BEGINNING at an old Chestnut stump and corner of lands now or formerly of John Nicholson and

Isaiah Hoover Estate (Peterson tract) lands; thence North 83' 24" West a distance of 2582.0 feet along lands now or formerly of Isaiah Hoover Estate to a point and corner of lands now or formerly of T. H. Forcey Estate and Isaiah Hoover Estate; thence North 6' 24" East a distance of 350 feet to a point on lands now or formerly of Forcey Estate; thence South 83' 24" East a distance of 2582.0 feet along lands now or formerly of Forcey Estate to point and corner now or formerly of Forcey Estate and John Nicholson lands; thence South 6' 24" North 350.0 feet to point and place of beginning, Containing 20.79 acres.

BEING the same premises conveyed to Theodore Rydberg, Trustee of the River Hill Coal Company, by deed dated June 20, 1947 and recorded in Clearfield County Record Book 384, Page 377.

AND ALSO BEING identified as Clearfield County Tax Map No. 116-R07-00017.

SAVING, EXCEPTING AND RESERVING, nevertheless, unto former Grantors Harry L. Forcey and A. R. Chase, as Executor, Administrator and Trustees of the Thomas H. Forcey Estate, their heirs, executors and/or assigns, all the minerals, liquid, gaseous and solid, coal, clay and any other minerals, excepting the "B" vein of coal herein conveyed under the previous deed, together with the rights of ingress, egress and regress into, upon and over said land for the purpose of preparing said minerals herein reserved, for market and for these purposes shall have such rights as to the removal and manufacturing of said minerals as may be necessary and convenient for the proper preparing, manufacturing and removing the said minerals from the premises herein conveyed, with the rights to place upon said premises any and all such improvements and equipment as may be necessary in the removal of minerals as well as dumping of refuse and doing such other acts as may be needed which will expedite the removal of the same, free from all damages because of destruction to the surface or to the water courses and injuries caused by the subsidence of the surface in the proper removal of the minerals.

AND FURTHER EXCEPTING AND RESERVING, nevertheless, unto said former Grantors, their heirs, executors and assigns, the free and uninterrupted rights of transporting and removing over and under the lands herein conveyed, coal, clay and other minerals, from any other lands which may be owned by the said former Grantors or which may hereafter come under control of the former Grantors, with the rights in removing the said coal, clay and other minerals from other lands of said former Grantors, which they now own or may hereafter secure or control, free from all damages and with the uninterrupted right and privilege to erect and maintain upon, over and through the said lands herein sold, tram ways and passage ways for the purpose of removing said minerals without charge or costs and with the rights of ingress, egress and regress in the exercising of this right herein reserved; to erect and maintain passage ways and transportation ways of removing coal from other lands, free from all damage whatsoever to the said former Grantors to the property conveyed.

AND FURTHER EXCEPTING AND RESERVING unto said former Grantors, their heirs, executors and assigns, the right to remove any and all minerals from the premises herein conveyed by the so-called stripping method, free from all damages for the destruction to the surface, water, courses and timber growth, caused by said removal.

AND FURTHER EXCEPTING AND RESERVING unto the said former Grantors, their heirs and assigns, the rights to go upon said premises herein conveyed at any time to prospect and drill and use any other methods in determining whether minerals exist in, upon and under the said premises. These rights to be exercised, free from all damages and compensation to the Grantee, his/their heirs, executors and/or assigns. And further there is to be reserved to the said former Grantors the rights to remove any and all improvements that may be erected in, or upon the premises herein granted, for the purposes of prospecting for and/or removing the minerals herein reserved and also the rights of removal of all improvements that may be erected in, upon or under the premises in the transportation of coal from any other lands unto, or that may hereafter come under the control of the said former Grantors, their heirs, executors, administrators and/or assigns. However, there are no rights reserved upon the part of the said former Grantors for the erection of dwelling houses upon the premises conveyed.

KARTHAUS TOWNSHIP PARCEL:

-----NO. 37-----

ALL that certain piece or parcel of land situate in Karthaus Township, Clearfield County, Pennsylvania, bounded and described as follows:

BEGINNING at a stake in the East line now or formerly of Lloyd Guenot and Leona Guenot; thence by land now or formerly of said Guenot South eighty-seven (87) degrees twenty (20) minutes East a distance of two thousand eighty-four and five-tenths (2084.5) feet to a stake; thence South a distance of two hundred eighty five (285) feet to a stake; thence South eighty-five (85) degrees thirty (30) minutes West a distance of two thousand one hundred thirty-five (2135) feet to a stake; thence North four (4) degrees thirty (30) minutes East a distance of five hundred fifty-seven (557) feet to a stake. Containing 20.4 acres.

BEING the same premises conveyed to Theodore W. Rydberg, Trustee for River Hill Coal Company, by deed dated May 13, 1947 and recorded in Clearfield County Record Book 372, Page 261.

AND ALSO BEING identified as Clearfield County Tax Map No. 121-S05-00006.

EXCEPTING AND RESERVING therefrom all the minerals and coal, coal oil and other minerals in, under and upon said land, with the usual privilege of removing the same but not including stripping of the surface, subject, however, to the payment to the Grantee, Theodore W. Rydberg, Trustee for River Hill Coal Company, or successor thereof, of damages that may accrue to said land by reason of the mining and removal of the same.

BEING the entire interest of the Grantors in each of the said parcels of real estate as set forth in the Recitals above.

And the Grantors, for its and her successors and assigns, does hereby covenant, promise and agree to and with the Grantee, its heirs, successors and assigns, by these presents, that it, the said Grantors, all and singular the hereditaments and premises hereby granted or mentioned and intended so to be, with the appurtenances, unto the said Grantee, its successors and assigns, against it, the said Grantors and its and her heirs, successors and assigns, and against all and every person and persons whomsoever lawfully claiming or to claim the same or any part thereof, by, from or under it, shall and will, Subject as aforesaid, WARRANT and forever DEFEND.

This document may not sell, convey, transfer, include or insure the title to the coal and right of support underneath the surface land described or referred to herein, an the owner or owners of such coal may 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.

NOTICE

In accordance with the provisions of "The Bituminous Mine Subsidence and Land Conservation Act of 1966", I/We, the undersigned, hereby certify that I/We know and understand that I/We may not be obtaining the right of protection against subsidence resulting from coal mining operations and that the purchase property may be protected from damage due to mine subsidence by a private contract with the owners of the economic interest in the coal. I/We further

certify that this certification is in a print style contrasting with that in the deed proper and is preceded by the word "notice" printed in large print above.

Witness:

M. M. M. M. M.

as to all

Buyer(s): RHCC, LLC

By: [Signature]

Name and Title

By: [Signature]

Name and Title

Sec/Treas.

This 22nd day of August, 2007

IN WITNESS WHEREOF, and intending to be legally bound hereby, the Grantors have executed this Indenture of Deed the date first above written:

Witness:

M. M. M. M. M.

as to all

RIVER HILL COAL COMPANY

Estate of Eva Rydberg, Deceased, Partner

By: Janet Larson
Janet Larson, Executor

Dorothy J. Milspaw, Partner

By: [Signature]
Luther B. Milspaw, Jr., Attorney in fact,

By: [Signature]
Margaret S. Milspaw, Attorney-in-fact

under the Power of Attorney
dated January 12, 2007 and
recorded August 17, 2007 in the
Office of the Recorder of Deeds for
Centre County, Pennsylvania, in
Book 01994-0508

And recorded August 17, 2007 in the
Office of the Recorder of Deeds for
Clearfield County, Pennsylvania
Instrument Number 2007713670

MARUella

ces to all

Estate of Eva Rydberg, Deceased,

By: Janet Larson
Janet Larson, Executor

Dorothy J. Milspaw
By: [Signature]
Luther E. Milspaw, Jr., Attorney in fact,

By: [Signature]
Margaret S. Milspaw, Attorney-in-fact
under the Power of Attorney
dated January 12, 2007 and
recorded August 17, 2007 in the
Office of the Recorder of Deeds for
Centre County, Pennsylvania, in
Book 01994-0508
And recorded August 17, 2007 in the
Office of the Recorder of Deeds for
Clearfield County, Pennsylvania
Instrument Number 2007713670

ACKNOWLEDGMENT

COMMONWEALTH OF PENNSYLVANIA :
:SS
COUNTY OF CLEARFIELD :

Before me, the undersigned officer, personally appeared Janet Larson, Executrix of the Estate of Eva Rydberg, Deceased; and Luther E. Milspaw, Jr., and Margaret S. Milspaw, Attorneys-in-fact for Dorothy J. Milspaw, and that as such, being authorized to do so, executed the foregoing instrument for the purpose therein contained.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal this 22 day of August, 2007.

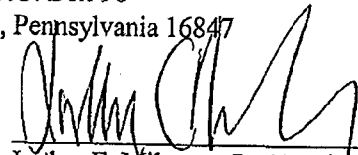
[Signature]
Notary Public

MICHAEL A. RUDELLA
District Judge 46-3-03
State of PA, Clearfield County
Term Expires Jan. 3, 2012

CERTIFICATE OF ADDRESS

I do hereby certify that the correct address of the Grantee is as follows:

80 Larson Road
P.O. Box 96
Kylertown, Pennsylvania 16847

A handwritten signature in dark ink, appearing to read "Luther E. Milspaw, Jr.", is written over a horizontal line.

Luther E. Milspaw, Jr., Esquire
Attorney for River Hill Coal Company

Exhibit “B”

**CLEARFIELD COUNTY
RECORDER OF DEEDS**

Maurene E. Inlow, Recorder
Betty L. Lansberry - Chief Deputy
P.O. Box 361

AFFIDAVIT No. 41341

1 North Second Street, Suite 103
Clearfield, Pennsylvania 16830

***RETURN DOCUMENT TO:**
RESOURCES-APPALACHIA LLC

Instrument Number - 200808950
Recorded On 6/11/2008 At 12:01:41 PM
* Instrument Type - MEMORANDUM
* Total Pages - 4
Invoice Number - 187182
* Mortgagor - RHCC LLC
* Mortgagee - GREAT LAKES ENERGY PARTNERS LLC
* Customer - RESOURCES-APPALACHIA LLC

*** FEES**
STATE WRIT TAX \$0.50
RECORDING FEES - \$13.00
RECORDER
RECORDER IMPROVEMENT \$3.00
FUND
COUNTY IMPROVEMENT FUND \$2.00
TOTAL PAID \$18.50

I hereby CERTIFY that this document
is recorded in the Recorder's Office of
Clearfield County, Pennsylvania.



Maurene E. Inlow
Maurene E. Inlow
Recorder of Deeds

THIS IS A CERTIFICATION PAGE

Do Not Detach

THIS PAGE IS NOW PART OF THIS LEGAL DOCUMENT

* - Information denoted by an asterisk may change during the verification process and may not be reflected on this page.

MEMORANDUM OF OIL, GAS, AND COALBED METHANE LEASE

THIS MEMORANDUM OF LEASE, dated this 21st day of February, 2008, by and between RHCC, LLC, a Limited Liability Company, of 80 Larson Road, P. O. Box 96, Kylertown, PA 16847 hereinafter called Lessor (whether one or more), and GREAT LAKES ENERGY PARTNERS, L.L.C., whose address is 125 State Route 43, Hartsville, Ohio 44632-0550 hereinafter referred to as "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 a certain lease between Lessor and Lessee dated February 21, 2008 (hereinafter referred to as the "Lease") does hereby grant, demise, lease and let exclusively unto Lessee the following described premises:

North by: lands of	<u>Drain Lick Road, Mountain View Center, Inc.</u>	<u>Alan Larson et al</u>	<u>RHCC, LLC</u>
East by: lands of	<u>Daniel Smitchko</u>	<u>Alan Larson et al</u>	<u>Robert Roos</u>
South by: lands of	<u>Alan Larson et al; Robert Roos</u>	<u>Small Tracts: Alan Larson et al</u>	<u>Carlene Pierce</u>
West by: lands of	<u>Alan Larson et al</u>	<u>County National Bank (CNB)</u>	<u>Alan Larson et al</u>

Tax Parcel Number(s) 110-S8-00059-0000 (60 ac); 110-R8-00076-0000 (77.39 ac) 110-S8-00168-0000 (35 ac) & 110-S8-00165-0000 (10 ac)

Containing One Hundred Seventy-Two and 39/100 (172.39) acres, more or less, and located in Cooper Township, Clearfield County, Commonwealth of Pennsylvania, (hereinafter referred to as the "Premises") for the purpose of exploring for (including but not limited to, conducting seismic surveys), drilling, operating, producing and removing oil, gas, and/or coalbed methane gas and all the constituents thereof, and to transport by pipelines or otherwise across and through said lands oil, gas, coalbed methane gas and their constituents from the Premises, and of placing of tanks, equipment, roads, structures, and other appurtenant facilities thereon to procure and operate for the said products, together with the right to enter into and upon the Premises at all times for the aforesaid purposes. Title to the Premises was conveyed to Lessor by deed recorded in Volume/Book 200713927 in the Clearfield County Records.

2. TO HAVE AND TO HOLD the Premises for a term commencing February 21, 2008 and terminating five (5) years thereafter, which term may be extended pursuant to paragraph 19 of the lease, and so much longer thereafter as oil, gas, and/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, and/or coalbed methane gas as further set forth in the Lease, unless earlier terminated in accordance with the terms and provisions of the Lease.

3. The rental, covenants, provisions and conditions of the within Memorandum of Lease 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 of Lease shall likewise and to the same effect be amended, assigned or terminated, as the case may be.

5. This Memorandum of Lease is executed in simplified short form for the convenience of the parties and for the purpose of recording the same, and this Memorandum of Lease 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.

This instrument prepared by:
GREAT LAKES ENERGY PARTNERS, L.L.C.
125 State Route 43, PO Box 550
Hartsville, OH 44632

IN WITNESS WHEREOF, the parties hereto have set their hands to duplicates hereof the day and year first above written.

WITNESS:

LESSOR: RHCC, LLC

Print Name _____

Luther E. Milspaw, Jr.
Print Name _____

Alan Larson
Alan Larson, President

Luther E. Milspaw, Jr.
Luther E. Milspaw, Jr., Executive Treasurer

WITNESS:

GREAT LAKES ENERGY PARTNERS, L.L.C.

Print Name _____

Mark A. Acree
By: Mark A. Acree, Vice President - Land

CORPORATION ACKNOWLEDGEMENT

COMMONWEALTH OF PENNSYLVANIA)

COUNTY OF CLEARFIELD)

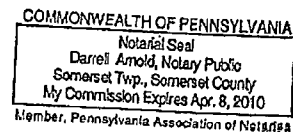
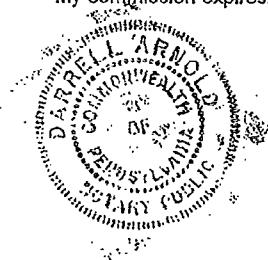
SS:

On this, the 22 day of February, 2008, before me DARRELL ARNOLD, the undersigned officer, personally appeared Alan Larson who acknowledged himself/herself to be the President of RHCC, LLC a Pennsylvania Limited Liability Company, and that he as such President, being authorized to do so, executed the foregoing instrument for the purposes therein contained by signing the name of the corporation by himself as President.

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

My commission expires:

Darrell Arnold
Notary Public



This instrument prepared by:
GREAT LAKES ENERGY PARTNERS, L.L.C.
125 State Route 43, PO Box 550
Hartsville, OH 44632

00003

370330208

CORPORATION ACKNOWLEDGEMENT

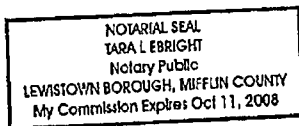
COMMONWEALTH OF PENNSYLVANIA)
) SS:
COUNTY OF ~~CLEARFIELD~~ Dauphin)

On this, the 21st day of February, 2008, before me Tara L. Ebright, the undersigned officer, personally appeared Luther E. Milspaw, Jr. who acknowledged himself to be the Executive Treasurer of RHCC, LLC a Pennsylvania Limited Liability Company, and that he as such Executive Treasurer, being authorized to do so, executed the foregoing instrument for the purposes therein contained by signing the name of the corporation by himself as Executive Treasurer.

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

My commission expires:

Tara L. Ebright
Notary Public



CORPORATION ACKNOWLEDGEMENT

STATE OF OHIO)
) SS:
COUNTY OF PORTAGE)

On this, the 3rd day of June, 2008, before me Rosanne M. Moore, the undersigned officer, personally appeared Mark A. Acree who acknowledged himself/herself to be the Vice President - Land of Great Lakes Energy Partners, L.L.C., a limited liability corporation, and that he as such Vice President - Land, being authorized to do so, executed the foregoing instrument for the purposes therein contained by signing the name of the corporation by himself as Vice President - Land.

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

My commission expires:

Rosanne M. Moore



ROSANNE M MOORE
Notary Public, State of Ohio
My Commission Expires
May 14, 2012

This instrument prepared by:
GREAT LAKES ENERGY PARTNERS, L.L.C.
125 State Route 43, PO Box 550
Hartsville, OH 44632

00004

370330008

PLEASE RETURN TO:
RANGE RESOURCES - APPALACHIA, L.L.C.
125 STATE ROUTE 43
P.O. BOX 550
HARTVILLE, OHIO 44632

OIL, GAS AND COALBED METHANE LEASE

THIS AGREEMENT, made and entered into this 21st day of February, 2008, and between RHCC, LLC a Limited Liability Company of 80 Larson Road, P. O. Box 96, Kylertown, PA 16847 Phone No. 814-345-5101 hereinafter called the Lessor, and GREAT LAK ENERGY PARTNERS, L.L.C., 125 State Route 43, P. O. Box 550, Hartsville, Ohio 44632 Phone No., (330) 877-6747, hereinafter called the Lessee, WITNESSETH:

1. That the Lessor, for and in consideration of Ten dollars (\$10.00) and other valuable consideration in hand paid by the Lessee, the receipt of which hereby acknowledged, and the covenants and agreements hereinafter contained, does hereby lease and let exclusively unto the Lessee, its successors and assigns, all that certain tract(s) of land hereinafter described, for the purpose of exploring for by geophysical, seismic, and other methods, drilling, operating, producing, removing and marketing oil, gas, and coalbed methane gas, and all associated hydrocarbons and all products produced therewith or which may be derived therefrom, along with the right to stimulate all coal seams or other strata or formations using any and all methods and technology available the time of stimulation, and of injecting and storing, air, gas, brine and other substances from any source and into any subsurface strata, other than potential water strata and workable coal strata (including but not limited to the right to inject into any wells on the leasehold property and to otherwise conduct such secondary or tertiary operations as may be required in the opinion of the Lessee), the right to conduct surveys (including seismic surveys) and transport by pipelines or otherwise across and through said lands oil, gas, and coalbed methane gas and their constituents from the subject and other lands regardless of the source of such production or the location of the wells, which right to transport production from other properties across the leasehold premises shall survive the term of this lease for so long as the transportation of such production may be desired by the Lessee, and of placing of tank equipment, roads and structures thereon to procure and operate for the said products, together with the right to enter into and upon the leased premises at times for the aforesaid purposes.

Said land is situated in Cooper Township/District, Clearfield County, Pennsylvania, bounded substantially by lands now and/or formerly owned as follows:
 North by: lands of Drain Lick Road; Mountain View Center, Inc. Alan Larson et al RHCC, LLC
 East by: lands of Daniel Smitchko Alan Larson et al Robert Roos
 South by: lands of Alan Larson et al; Robert Roos Small Tracts; Alan Larson et al Carlene Pierce
 West by: lands of Alan Larson et al County National Bank (CNB) Alan Larson et al
 Tax Parcel Number(s) 11A-S8-00069-0000 (50 ac); 11O-R8-00006-0000 (77.39 ac) 11O-S8-00156-0000 (35 ac) &
11O-S8-00155-0000 (10 ac)

being all the property owned by Lessor or to which the Lessor may have any rights in said Section/Lot/District or adjoining Sections/Lots/Districts containing One Hundred Seventy-Two and 39/100 (172.39) acres, more or less, and being the property described in Deed Volume 200713927 of 1 Clearfield County Record of Deeds.

2. This lease shall continue in force and the rights granted hereunder be quietly enjoyed by the Lessee for a term of five (5) years and so much longer thereafter as oil, gas, and/or coalbed methane gas or their constituents are produced or are capable of being produced on the premises in paying quantities, the judgment of the Lessee, or as the premises shall be operated by the Lessee in the search for oil, gas, and/or coalbed methane gas and as provided Paragraph 7 following.

3. This lease, however, shall become null and void and all rights of either party hereunder shall cease and terminate unless, within twelve months from the date hereof, a well shall be commenced on the premises, or unless the Lessee shall thereafter pay a delay rental of Ten Dollars (\$10.00) each year payments to be made annually until the commencement of a well. A well shall be deemed commenced when preparations for drilling have been commenced. It is stipulated that this lease shall not terminate for nonpayment of delay rentals unless Lessor first gives Lessee sixty (60) days written notice by registered mail of such nonpayment, and Lessee fails to tender such payment to Lessor within said sixty (60) day period.

4. In consideration of the premises the Lessee covenants and agrees:

(A) To deliver to the credit of the Lessor in tanks or pipelines, as royalty, free of cost, one-eighth (1/8) of all oil produced and saved from the premises, at Lessee's option to pay Lessor the market price for such one-eighth (1/8) royalty oil at the published rate for oil of like grade and gravity prevailing on the date such oil is sold into tanks or pipelines. Payment of royalty for oil marketed during any calendar month to be on or about the 60th day after receipt of such funds by the Lessee.

(B) To pay to the Lessor, as royalty for the oil, gas, and/or coalbed methane gas marketed and used off the premises and produced from each well drill thereon, the sum of one-eighth (1/8) of the price paid to Lessee per thousand cubic feet of such oil, gas, and/or coalbed methane gas so marketed and used measured in accordance with Boyle's Law for the measurement of gas at varying pressures, on the basis of 10 ounces above 14.73 pounds atmospheric pressure, at a standard base temperature of 60 degrees Fahrenheit and stipulated flowing temperature of 60 degrees Fahrenheit, without allowance for temperature and barometric variations less any charges for transportation, dehydration and compression paid by Lessee to deliver the oil, gas, and/or coalbed methane gas for sale. Payment of royalty for oil, gas, and/or coalbed methane gas marketed during any calendar month to be on or about the 60th day after receipt of such funds by the Lessee.

(C) Lessee to deduct from payments in (A) and (B) above from receipts of proceeds by Lessee, Lessor's prorata share of any tax imposed by a government body.

(D) In the event Lessee does not sell the oil, gas, and/or coalbed methane gas to others, Lessor shall be paid on the basis of the lowest field market price paid by any public utility in the state at the well head for oil, gas, and/or coalbed methane gas of like kind and quality, and on the same basis that such utility would pay for such oil, gas, and/or coalbed methane gas, including any escalation in price that such utility would pay for such oil, gas, and/or coalbed methane gas as if a contract for the sale of same had been entered into at the time of initial production.

5. All money due under this lease shall be paid or tendered to the Lessor by check made payable to the order of and mailed to:

RHCC, LLC at P. O. BOX 96, KYLERTOWN, PA 16847

and the said named person shall continue as Lessor's agent to receive any and all sums payable under this lease regardless of changes in ownership in the premises, or in the oil, gas, and/or coalbed methane gas or their constituents, or in the rentals or royalties accruing hereunder until delivery to the Lessee notice of change of ownership as hereinafter provided.

6. Lessor may, at Lessor's sole risk and cost, lay a pipeline to any one non-coalbed methane gas well on the premises, and take gas produced from such well for domestic use in one dwelling house on the leased premises, at Lessor's own risk, subject to the use and the right of abandonment of the well by the Lessee, and subject to any curtailments or shut-in by any purchaser of the gas. The first two hundred thousand cubic feet of gas taken each year shall be free of cost, but all gas in excess of two hundred thousand cubic feet of gas taken in each year shall be paid for at the last published rates of the gas utility in the town or area nearest to the leased premises or the field market rate, whichever is higher. Lessor to lay and maintain the pipeline and furnish regulators and other necessary equipment at Lessor's expense. Lessor shall also, at the request of Lessee, install a meter to measure said gas. This privilege is upon the condition precedent that the Lessor shall subscribe to and be bound by the reasonable rules and regulations of the Lessee relating to the use of said domestic use gas, and Lessor shall maintain the said pipeline, regulators and equipment in good repair and free of all gas leaks and operate the same so as not to cause waste or unnecessary leaks of gas. If the Lessor shall take excess gas as aforesaid in any year and fail to pay for the same, the Lessee may deduct payment for such excess gas from any rentals or royalties accruing to the Lessor hereunder. Lessor acknowledges that he has been advised as to the risks inherent in the taking of gas in this manner, and Lessor agrees to assume all such risks whether same be caused by Lessor's lines or equipment, or whether same caused by Lessee's equipment or well operation; and Lessor agrees to hold Lessee and the well operator and all parties in interest in any well on the leasehold premises harmless from any claims of any nature whatsoever which may arise by the usage of gas from any such well by Lessor, his heirs, executors, administrators and assigns. The within right of domestic use gas shall not be assignable without the written consent of the Lessee. Lessor further agrees that upon the sale or transfer of the leasehold premises wherein someone other than the Lessor is entitled to take the gas under this Paragraph 6, it

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the gas supply will be terminated by Lessee until the Seller of the property has received written consent to assign said domestic-use gas from Lessee. Buyer executes an agreement regarding the usage of gas. In the absence of such an agreement and Lessee's written consent to assign said domestic-use gas, domestic-use gas under this provision shall terminate. Under no circumstances shall Lessor be entitled to use domestic-use gas from any well which produces methane gas from coal seams (coalbed methane).

7. In the event a well drilled hereunder is a dry hole and is plugged according to law, this lease shall become null and void and all rights of either party hereunder shall cease and terminate, unless within twelve (12) months from the date of the completion of the plugging of such well, the Lessee shall commence another well, or unless the Lessee after the termination of said twelve month period resumes the payment of delay rental as hereinabove provided.

8. In the event a well drilled hereunder is a producing well and the Lessee is unable to market the production therefrom, or should production cease from a producing well drilled on the premises, or should the Lessee desire to shut in producing wells, the Lessee agrees to pay the Lessor, commencing on the date one year from the completion of such producing well or the cessation of production, or the shutting in of producing wells, an advance royalty of \$1.00 per acre per year until production is marketed and sold off the premises or such well is plugged and abandoned according to law.

9. The consideration, land rentals or royalties paid and to be paid, as herein provided, are and will be accepted by the Lessor as adequate and full consideration for all the rights herein granted to the Lessee, and the further right of drilling or not drilling on the leased premises, whether to off-shoot producing wells on adjacent or adjoining lands or otherwise, as the Lessee may elect.

10. Lessor hereby grants to the Lessee the right at any time to consolidate the leased premises or any part thereof or strata therein with other lands to form an oil, gas, and/or coalbed methane gas development unit of not more than 640 acres, or such larger unit as may be required by state law or regulation for the purpose of drilling a well thereon, but the Lessee shall in no event be required to drill more than one well on such unit. Any well drilled on such development 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. However, that only the owner of the lands on which such a non-coalbed methane gas well is located may take gas for use in one dwelling house on such owner's lands in accordance with the provisions of this lease, and provided further that the Lessor agrees to accept, in lieu of the one-eighth (1/8) of gas, and/or coalbed methane gas royalty hereinbefore provided, that proportion of such one-eighth (1/8) royalty which the acreage consolidated bears to the total number of acres comprising said development unit. The Lessee shall effect such consolidation by executing a declaration of consolidation with the same formality as this oil, gas, and/or coalbed methane gas lease setting forth the leases or portions thereof consolidated, the royalty distribution as recorded in the recorder's office at the courthouse in the county in which the leased premises are located and by mailing a copy thereof to the Lessor at the address hereinabove set forth unless the Lessee is furnished with another address. If the well on said development unit shall thereafter be shut in, the well rental for shut-in royalty hereinbefore provided for such use shall be payable to the owners of the parcels of land comprising said unit in the proportion that the acreage of each parcel bears to the entire acreage consolidated. Lessee shall have the right to amend, alter or correct any such consolidation at any time in the same manner as herein provided.

11. In case the Lessor owns a less interest in the above described premises than the entire and undivided fee simple therein, then the royalties and rent herein provided for shall be paid to the Lessor only in the proportion which such interest bears to the whole and undivided fee. If said land is owned by two or more parties, or the ownership of any interest therein should hereafter be transferred by sale, devise or operation of law, said land, nevertheless, may be held, developed and operated as an entirety, and the rentals and royalties shall be divided among and paid to such several owners in the proportion that the acreage owned by each such owner bears to the entire leased acreage.

12. No change of ownership in the leased premises or in the rentals or royalties hereunder shall be binding on the Lessee until after notice to the Lessor by delivery of notice in writing duly signed by the parties to the instrument of conveyance or assignment and delivery of a duly certified copy thereof to the Lessee.

13. Lessee shall have the right to assign and transfer the within lease in whole or in part, and Lessor waives notice of any assignment or transfer of the within lease. Failure of payment of rental or royalty on any part of this lease shall not void this lease as to any other part. Lessor agrees that when and if the within lease is assigned, the Lessee herein shall have no further obligations hereunder. The Lessor further grants to the Lessee, for the protection of the Lessee's interest hereunder, the right to pay and satisfy any claim or lien against the Lessor's interest in the premises as herein leased and thereupon become subrogated to the rights of such claimant or lien holder, and the right to direct payment of all rentals and royalties to apply on the payment of any existing liens on the premises.

14. Lessee shall bury, when so requested by the Lessor, all pipelines used to conduct oil, gas, and/or coalbed methane gas to, on, through and off the premises and pay all damages to growing crops and drainage tiles and/or other artificial drainage fixture caused by operations under this lease. Lessee agrees to restore the premises in accordance with state laws. Any damages if not mutually agreed upon, to be ascertained and determined by three disinterested persons, one thereof to be appointed by the Lessor, one by the Lessee, and the third by the two so appointed, and the award of such three persons shall be final and conclusive and binding on all parties. Each party shall pay the cost of their appraiser and shall share the cost of the third appraiser. Arbitration shall be mandatory. No well shall be drilled within 200 feet of any existing barn or dwelling.

15. 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 structures shall be erected or moved on a location within one hundred feet (100') of a well or tank battery, or within twenty-five feet (25') of Lessee pipelines.

16. Lessee shall have the privilege of using sufficient oil, gas, coalbed methane gas, water, and/or minerals for operating on the premises and the right any time during or after the expiration of this lease to remove all pipe, well casing, machinery, equipment or fixtures placed on the premises. The Lessee shall have the right to surrender this lease or any portion thereof by written notice to the Lessor describing the portion which it elects to surrender, or by returning the lease to the Lessor with the endorsement of surrender thereof, or by recording the surrender or partial surrender of this lease, any of which shall be a full and legal surrender of this lease as to all of the premises or such portion thereof as the surrender shall indicate and a cancellation of all liability under the same of each and all parties hereto relating in any way to the portion or all the premises indicated on said surrender, and the land rent hereinbefore set forth shall be reduced in proportion to the acreage surrendered.

17. In the event the Lessee is unable to perform any of the acts to be performed by the Lessee by reason of force majeure, including but not limited to acts of God, strikes, riots and governmental restrictions including but not limited to restrictions on the use of roads, this lease shall nevertheless remain in full force and effect until the Lessee can perform said act or acts and in no event shall the within lease expire for a period of ninety days after the termination of any force majeure.

18. In the event Lessor considers that Lessee has not complied with any of its obligations hereunder, either express or implied, Lessor shall notify Lessee in writing setting out specifically in what respects Lessee has breached this contract. Lessee shall then have thirty (30) days after receipt of said notice within which to meet or commence to meet all or any part of the breaches alleged by Lessor. The service of said notice shall be precedent to the bringing of any action by Lessor on said lease for any cause, and no such action shall be brought until the lapse of thirty (30) 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 all its obligations hereunder.

19. In consideration of the acceptance of this lease by the Lessee, the Lessor agrees for himself and his heirs, successors and assigns, that no other lease for the minerals covered by this lease shall be granted by the Lessor during the term of this lease or any extension or renewal thereof granted to the Lessee herein. Upon the expiration of this lease and within sixty (60) days thereafter, Lessor grants to Lessee an option to extend or renew under similar terms like lease.

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20. Lessor hereby warrants that Lessor is not currently receiving any bonus, rental, production royalty as the result of any prior oil and gas lease covering any or all of the subject premises, and that there are no commercially producing wells currently existing on the subject premises, or upon other lands within the boundaries of a drilling or production unit utilizing all or a part of the subject premises.

21. All covenants and conditions between the parties hereto shall extend to their heirs, personal representatives, successors and assigns, and the Lessee hereby warrants and agrees to defend the title to the lands herein described. It is mutually agreed that this instrument contains and expresses all of agreements and understandings of the parties in regard to the subject matter thereof, and no implied covenant, agreement or obligation shall be read into the agreement 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, gas, and/or coalbed methane gas leased herein and such other documents relating to the sale of production as may be required by Lessee or others. Lessor grants Lessee a power of attorney to execute indemnifying division orders for the sale of oil, gas, and/or coalbed methane gas.

22. Lessee agrees to pay in advance Two Hundred Fifty (\$250.00) dollars per acre as a one time delay rental payment to Lessor for the primary term of this lease; this is a "Paid-Up" Lease.

23. See ADDENDUM attached hereto and made a part hereof for additional provisions to this lease.

IN WITNESS WHEREOF the Lessors have hereunder set their hands.

Signed and acknowledged in the presence of:

RHCC, LLC

Signatures:

Alan Larson, President

Luther E. Milspaw, Jr., Executive Treasurer

WITNESS:

Print Name

GREAT LAKES ENERGY PARTNERS, L.L.C.

By: Mark A. Acree, Vice President - Land

CORPORATION ACKNOWLEDGEMENT

COMMONWEALTH OF PENNSYLVANIA

: SS

COUNTY OF CLEARFIELD

On this, the 22 day of February, 2008, before me DARRELL ARNOLD the undersigned officer, personally appeared Alan Larson, who acknowledged himself to be the President of RHCC, LLC, a corporation, and that he such President, being authorized to do so, executed the foregoing instrument for the purposes therein contained by signing the name of the corporation himself as President.

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

Notary Public

COMMONWEALTH OF PENNSYLVANIA
Notarial Seal
Darrell Arnold, Notary Public
Somerset Twp., Somerset County
My Commission Expires Apr. 8, 2010
Member, Pennsylvania Association of Notaries

CORPORATION ACKNOWLEDGEMENT

COMMONWEALTH OF PENNSYLVANIA

: SS

COUNTY OF Dauphin

On this, the 21st day of February, 2008, before me Tara L. Ebright the undersigned officer, personally appeared Luther E. Milspaw, Jr., who acknowledged himself to be the Executive Treasurer of RHCC, LLC, corporation, and that he as such Executive Treasurer, being authorized to do so, executed the foregoing instrument for the purposes therein contained signing the name of the corporation by himself as Executive Treasurer.

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

My Commission Expires:

NOTARIAL SEAL
TARA L. EBRIGHT
Notary Public
LEWISTOWN BOROUGH, MIFFLIN COUNTY
My Commission Expires Oct 11, 2008

This instrument was prepared by: GREAT LAKES ENERGY PARTNERS, L.L.C., 125 State Route 43, P. O. Box 550, Hartsville, Ohio 44632
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CORPORATION ACKNOWLEDGMENT

STATE OF OHIO)
)SS
COUNTY OF PORTAGE)

On this, the 3RD day of June, 2008 before me Rosanne M. Moore, the undersigned officer, personally appeared Mark A. Acree, who acknowledged himself to be the Vice President - Land of Great Lakes Energy Partners, L.L.C., a limited liability corporation and that he as such Vice President - Land, being authorized to do so, executed the foregoing instrument for the purposes therein contained by signing the name of the corporation by himself as Vice President - Land.

In witness whereof, I hereunto set my hand and official seal.

My Commission Expires:

Rosanne M. Moore
Notary Public

Rosanne M. Moore
Print Name



ROSANNE M MOORE
Notary Public, State of Ohio
My Commission Expires
May 14, 2012

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MAIL TO:
Great Lakes Energy Partners, L.L.C.
125 State Route 43, P.O. Box 550
Hartsville, Ohio 44632
Revised 12/21/05

37633 0208

ADDENDUM

Attached to and made a part of that certain OIL, GAS AND COALBED METHANE LEASE Dated February 21, 2008 by and between RHCC, LLC, a Limited Liability Company, and GREAT LAKES ENERGY PARTNERS, L.L.C.

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

This is an oil and gas lease only, and not a coal bed methane lease.

1. The location of any well(s) to be drilled on the lease premises shall be approved by the Lessor or one of their representatives in writing prior to location thereof. Such approval shall not be unreasonably withheld or delayed.
2. Lessee agrees that any necessary pipelines, tank batteries, separators or compressors shall be placed on the leased premises only if they are in conjunction with Lessor's well(s) and production. No roads from adjacent properties shall be constructed on the leased premises without Lessor's written consent. Any other equipment or pipelines for other producing wells, desired by Lessee to be installed on the leased premises, shall be approved by Lessor in writing unless provided for under a separate agreement.
3. Upon the expiration of the primary term of the lease, the right to explore and drill for oil, gas and other hydrocarbon substances shall terminate, except Lessee may thereafter retain and operate all wells then producing oil, gas and other hydrocarbons. Lessee shall determine the amount of acres necessary to be held by either a vertical well(s) or a horizontal well(s), after well(s) have been completed, or that portion of the leased premises unitized with other lands, for any wells drilled on the leased premises during the term of the lease. On any portion of the leased premises that has terminated or been released by Lessee pursuant to this clause, Lessee, for itself, its successors and assigns, hereby reserves the right to use, maintain, operate, replace, remove and relocate any of its facilities, including but not limited to roadways, pipelines, and tank batteries, installed thereon for Lessee's wells. The rights for such facilities shall remain subject to the terms and conditions of the Lease. Lessor shall grant Lessee the appropriate right of way or easement to cover Lessee's continued use of the leased premises for such purpose.
4. Lessee agrees to notify Lessor at least twenty (20) days prior to commencing any construction activities on the leased premises to allow for Lessor's removal of marketable timber in the area(s) identified by Lessee for the proposed operations hereunder. Should Lessor choose not to remove such marketable timber, Lessee may remove said timber from the proposed operations area. Lessor shall then: (a) request Lessee to pay Lessor the value of any such marketable timber as damages at the prevailing stump price for the local area as determined by an independent timber appraiser, said marketable timber shall then become the property of Lessee and removed from the leased premises, OR (b) Lessor may request that Lessee stack the marketable timber on the leased premises at a mutually agreeable location in close proximity to the construction site, said marketable timber shall remain the property of Lessor."
5. Lessor shall approve, in writing, the unitization of any portion of the leased premises with other leases, except when Lessee determines that the well, in order to be economically feasible, must be located within the minimum required spacing and/or distance to a property line of the leased premises, as set forth by the rules and regulations of the State/ Commonwealth. Such approval shall not be unreasonably withheld or delayed.
6. Any and all pipeline laid by Lessee shall be buried to a minimum depth of thirty-two (32) inches below ground level with the exception of any necessary above ground appurtenances.
7. Lessee and Lessor covenant and agree that Lessee has not acquired and does not acquire the rights for the drilling of an underground gas or oil storage well. No well commenced by Lessee shall be converted to an underground gas or oil storage well without Lessor's written consent.

8. Lessee agrees to pay seven eighths (7/8th) of any increase in real estate or ad valorem taxes attributable to or resulting from assessment of the oil and gas within the leased premises.

9. No well shall be shut-in unless: (a) the shut-in is due to force majeure; (b) the shut-in is due to pipeline or equipment breakage, damage or malfunction; or (c) the shut-in is required because Lessee, in exercise of good faith and reasonable diligence, has been unable to secure a market for the production from such well. The shut-in status of any well shall persist only for so long as it is necessary to correct, through the exercise of good faith and due diligence, the condition giving rise to the shut-in of the well. No well shall be shut-in for the direct or indirect purpose of holding oil and/or gas reserves in place.

10. At such time as a well drilled on the leased premises commences producing and marketing natural gas, one and only one Lessor owning a residential dwelling located on the leased premises may elect, if not connecting for the use of natural gas as provided for in the lease, to receive "in lieu of" the allotment of natural gas, an annual cash payment of six hundred dollars (\$600). The "in lieu of" payment shall be prorated based on the number of months during the calendar year the gas was produced and marketed by Lessee. Such "in lieu of" payment shall be made annually by Lessee on or before the end of the first quarter of each subsequent calendar year. The election of Lessor to receive the "in lieu of" payment must be made to Lessee in writing and the beginning date of the "in lieu of" payment period shall be the first day of the calendar month following Lessee's receipt of such written notice. Lessor may only change its election to either connect for the use of gas or to receive the "in lieu of" payment herein described once during the term of the lease.

11. Paragraph 22 is amended to add: the initial one time delay rental payment of \$250.00 per acre equaling the sum of \$43,097.50 shall be paid within 90 days of the date Lease is signed by Lessor. Lessee shall conduct no activity on any of the properties leased hereunder, until said payment is made. The delay rental payment is not a prepaid royalty.

12. The Last sentence of paragraph 19 is deleted.

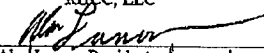
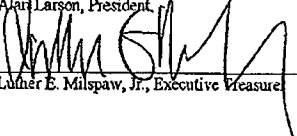
13. The Lessor and Lessee intend to be legally bound by the provisions of this oil and gas lease and its addendums.

14. Transportation costs as in paragraph 4(b) shall be only the charges from the pipeline company transporting the gas from well(s) after they have left the pipelines of the Lessee.

15. All gas shall be sold by Lessee at the best possible price obtainable.

16. The laws and regulations of the Commonwealth of Pennsylvania shall govern the performance of both parties under this Oil and Gas Lease.

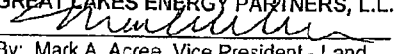
Signatures

RHCC, LLC

Alan Larson, President

Luther E. Milspaw, Jr., Executive Treasurer

WITNESS:

Print Name _____

GREAT LAKES ENERGY PARTNERS, L.L.C.


By: Mark A. Acree, Vice President - Land

CLEARFIELD COUNTY RECORDER OF DEEDS

AFFIDAVIT No:

41349

Maurene E. Inlow, Recorder
Betty L. Lansberry - Chief Deputy
P.O. Box 361
1 North Second Street, Suite 103
Clearfield, Pennsylvania 16830

***RETURN DOCUMENT TO:**
RESOURCES-APPALACHIA LLC

Instrument Number - 200808958
Recorded On 6/11/2008 At 12:15:57 PM
* Instrument Type - MEMORANDUM
* Total Pages - 4
Invoice Number - 187183
* Mortgagor - RHCC LLC
* Mortgagee - GREAT LAKES ENERGY PARTNERS LLC
* Customer - RESOURCES-APPALACHIA LLC

*** FEES**
STATE WRIT TAX \$0.50
RECORDING FEES -- \$13.00
RECORDER
RECORDER IMPROVEMENT \$3.00
FUND
COUNTY IMPROVEMENT FUND \$2.00
TOTAL PAID \$18.50

I hereby CERTIFY that this document
is recorded in the Recorder's Office of
Clearfield County, Pennsylvania.



Maurene E. Inlow
Maurene E. Inlow
Recorder of Deeds

THIS IS A CERTIFICATION PAGE

Do Not Detach

THIS PAGE IS NOW PART OF THIS LEGAL DOCUMENT

* - Information denoted by an asterisk may change during the verification process and may not be reflected on this page.

MEMORANDUM OF OIL, GAS, AND COALBED METHANE LEASE

THIS MEMORANDUM OF LEASE, dated this 21st day of February, 2008, by and between RHCC, LLC, a Limited Liability Company, of 80 Larson Road, P. O. Box 96, Kylertown, PA 16847 hereinafter called Lessor (whether one or more), and GREAT LAKES ENERGY PARTNERS, L.L.C., whose address is 125 State Route 43, Hartville, Ohio 44632-0550 hereinafter referred to as "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 a certain lease between Lessor and Lessee dated February 21, 2008 (hereinafter referred to as the "Lease") does hereby grant, demise, lease and let exclusively unto Lessee the following described premises:

North by: lands of <u>P. Hubler; Small Tracts</u>	<u>Small Tracts</u>	<u>Donald Harter</u>
East by: lands of <u>RHCC, LLC</u>	<u>Small Tracts; Carolyn Lay</u>	<u>RHCC, LLC</u>
South by: lands of <u>Alan Larson et al</u>	<u>Alan Larson; et al</u>	<u>Alan Larson et al</u>
West by: lands of <u>RHCC, LLC</u>	<u>RHCC, LLC</u>	<u>Sophia Krasinski</u>
Tax Parcel Number(s) <u>110-S7-00020-0000 (37 ac parcel 3)</u>		<u>110-S7-00038-0000 37 ac parcel 2)</u>
		<u>110-S7-00006-0000 (78.88 ac)</u>

North by: lands of RHCC, LLC
East by: lands of Alan Larson et al
South by: lands of John Hudish; Small Tract
West by: lands of Alan Larson et al
Tax Parcel Number(s) 110-S7-00009-0000 (100 ac)

Containing Two Hundred Fifty-Two and 88/100 (252.88) acres, more or less, and located in Cooper Township, Clearfield County, Commonwealth of Pennsylvania, (hereinafter referred to as the "Premises") for the purpose of exploring for (including but not limited to, conducting seismic surveys), drilling, operating, producing and removing oil, gas, and/or coalbed methane gas and all the constituents thereof, and to transport by pipelines or otherwise across and through said lands oil, gas, coalbed methane gas and their constituents from the Premises, and of placing of tanks, equipment, roads, structures, and other appurtenant facilities thereon to procure and operate for the said products, together with the right to enter into and upon the Premises at all times for the aforesaid purposes. Title to the Premises was conveyed to Lessor by deed recorded in Volume/Book 200713927 in the Clearfield County Records.

2. TO HAVE AND TO HOLD the Premises for a term commencing February 21, 2008 and terminating five (5) years thereafter, which term may be extended pursuant to paragraph 19 of the lease, and so much longer thereafter as oil, gas, and/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, and/or coalbed methane gas as further set forth in the Lease, unless earlier terminated in accordance with the terms and provisions of the Lease.

3. The rental, covenants, provisions and conditions of the within Memorandum of Lease 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 of Lease shall likewise and to the same effect be amended, assigned or terminated, as the case may be.

This instrument prepared by:
GREAT LAKES ENERGY PARTNERS, L.L.C.
125 State Route 43, PO Box 530
Hartville, OH 44632

5. This Memorandum of Lease is executed in simplified short form for the convenience of the parties and for the purpose of recording the same, and this Memorandum of Lease 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.

IN WITNESS WHEREOF, the parties hereto have set their hands to duplicates hereof the day and year first above written.

WITNESS:

LESSOR: RHCC, LLC

Print Name _____

Print Name _____

Alan Larson
Alan Larson, President
Luther E. Mispaw, Jr.
Luther E. Mispaw, Jr., Executive Treasurer

WITNESS:

GREAT LAKES ENERGY PARTNERS, L.L.C.

Print Name _____

Mark A. Acree
By: Mark A. Acree, Vice President - Land

CORPORATION ACKNOWLEDGEMENT

COMMONWEALTH OF PENNSYLVANIA)

COUNTY OF CLEARFIELD)

) SS:

On this, the 22 day of FEBRUARY, 2008, before me, DARRELL ARNOLD, the undersigned officer, personally appeared Alan Larson who acknowledged himself/herself to be the President of RHCC, LLC a Pennsylvania Limited Liability Company, and that he as such President, being authorized to do so, executed the foregoing instrument for the purposes therein contained by signing the name of the corporation by himself as President.

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

My commission expires:

Darrell Arnold
Notary Public



COMMONWEALTH OF PENNSYLVANIA
Notarial Seal
Darrell Arnold, Notary Public
Somerset Twp., Somerset County
My Commission Expires Apr. 8, 2010
Member, Pennsylvania Association of Notaries

This instrument prepared by:
GREAT LAKES ENERGY PARTNERS, L.L.C.
125 State Route 43, PO Box 550
Hartsville, OH 44632

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CORPORATION ACKNOWLEDGEMENT

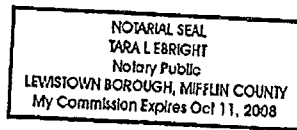
COMMONWEALTH OF PENNSYLVANIA)
) SS:
COUNTY OF ~~CLARKE~~ Dauphin)

On this, the 21st day of February, 2008, before me Tara L. Ebright, the undersigned officer, personally appeared Luther E. Milspaw, Jr. who acknowledged himself to be the Executive Treasurer of RHCC, LLC a Pennsylvania Limited Liability Company, and that he as such Executive Treasurer, being authorized to do so, executed the foregoing instrument for the purposes therein contained by signing the name of the corporation by himself as Executive Treasurer.

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

My commission expires:

Tara L. Ebright
Notary Public



CORPORATION ACKNOWLEDGEMENT

STATE OF OHIO)
) SS:
COUNTY OF PORTAGE)

On this, the 3rd day of June, 2008, before me Rosanne M. Moore, the undersigned officer, personally appeared Mark A. Acree who acknowledged himself/herself to be the Vice President - Land of Great Lakes Energy Partners, L.L.C., a limited liability corporation, and that he as such Vice President - Land, being authorized to do so, executed the foregoing instrument for the purposes therein contained by signing the name of the corporation by himself as Vice President - Land.

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

My commission expires:



ROSANNE M MOORE
Notary Public, State of Ohio
My Commission Expires
May 14, 2012

PLEASE RETURN TO:
RANGE RESOURCES - APPALACHIA, LLC.
125 STATE ROUTE 43
P.O. BOX 650
HARTVILLE, OHIO 44632

This instrument prepared by:
GREAT LAKES ENERGY PARTNERS, L.L.C.
125 State Route 43, PO Box 550
Hartville, OH 44632

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OIL, GAS AND COALBED METHANE LEASE

#2

THIS AGREEMENT, made and entered into this 21st day of February, 2008, by and between RHCC, LLC a Limited Liability Company of 80 Larson Road, P. O. Box 96, Kylertown, PA 16847 Phone No. 814-345-5101 hereinafter called the Lessor, and GREAT LAK ENERGY PARTNERS, L.L.C., 125 State Route 43, P. O. Box 550, Hartsville, Ohio 44632 Phone No., (330) 877-6747, hereinafter called the Lessee

WITNESSETH:

1. That the Lessor, for and in consideration of Ten dollars (\$10.00) and other valuable consideration in hand paid by the Lessee, the receipt of which hereby acknowledged, and the covenants and agreements hereinafter contained, does hereby lease and let exclusively unto the Lessee, its successors or assigns, all that certain tract(s) of land hereinafter described, for the purpose of exploring for by geophysical, seismic, and other methods, drilling, operating, producing, removing and marketing oil, gas, and coalbed methane gas, and all associated hydrocarbons and all products produced therewith or which may be derived therefrom, along with the right to stimulate all coal seams or other strata or formations using any and all methods and technology available. The time of stimulation, and of injecting and storing, air, gas, brine and other substances from any source and into any subsurface strata, other than potable water strata and workable coal strata (including but not limited to the right to inject into any wells on the leasehold property and to otherwise conduct a such secondary or tertiary operations as may be required in the opinion of the Lessee), the right to conduct surveys (including seismic surveys) and to transport by pipelines or otherwise across and through said lands oil, gas, and coalbed methane gas and their constituents from the subject and other land premises shall survive the term of this lease for so long as the transportation of such production may be desired by the Lessee, and of placing of tanks equipment, roads and structures thereon to procure and operate for the said products, together with the right to enter into and upon the leased premises at a times for the aforesaid purposes.

Said land is situate in Cooper Township/District, Clearfield County, Pennsylvania, bounded substantially by lands now and/or formerly owned as follows:

North by: lands of <u>P. Hubler; Small Tracts</u>	<u>Small Tracts</u>	<u>Donald Harter</u>
East by: lands of <u>RHCC, LLC</u>	<u>Small Tracts; Carolyn Lay</u>	<u>RHCC, LLC</u>
South by: lands of <u>Alan Larson et al</u>	<u>Alan Larson; et al</u>	<u>Alan Larson et al</u>
West by: lands of <u>RHCC, LLC</u>	<u>RHCC, LLC</u>	<u>Sophia Krasinski</u>

Tax Parcel Number(s) 110-S7-00020-0000 (37 ac parcel 3) 110-S7-00038-0000 37 ac parcel 2) 110-S7-00006-0000 (78.88 ac)

North by: lands of RHCC, LLC
 East by: lands of Alan Larson et al
 South by: lands of John Hudish; Small Tract
 West by: lands of Alan Larson et al
 Tax Parcel Number(s) 110-S7-00009-0000 (100 ac)

being all the property owned by Lessor or to which the Lessor may have any rights in said Section/Lot/District or adjoining Sections/Lots/Districts containing Two Hundred Fifty-Two and 88/100 (252.88) acres, more or less, and being the property described in Deed Volume 200713927 of the Clearfield County Record of Deeds.

2. This lease shall continue in force and the rights granted hereunder be quietly enjoyed by the Lessee for a term of five (5) years and so much longer thereafter as oil, gas, and/or coalbed methane gas or their constituents are produced or are capable of being produced on the premises in paying quantities, in the judgment of the Lessee, or as the premises shall be operated by the Lessee in the search for oil, gas, and/or coalbed methane gas and as provided in Paragraph 7 following.

3. This lease, however, shall become null and void and all rights of either party hereunder shall cease and terminate unless, within twelve months from the date hereof, a well shall be commenced on the premises, or unless the Lessee shall thereafter pay a delay rental of Ten Dollars (\$10.00) each year, payments to be made annually until the commencement of a well. A well shall be deemed commenced when preparations for drilling have been commenced. It is stipulated that this lease shall not terminate for nonpayment of delay rentals unless Lessor first gives Lessee sixty (60) days written notice by registered mail of such nonpayment, and Lessee fails to tender such payment to Lessor within said sixty (60) day period.

4. In consideration of the premises the Lessee covenants and agrees:

(A) To deliver to the credit of the Lessor in tanks or pipelines, as royalty, free of cost, one-eighth (1/8) of all oil produced and saved from the premises, or at Lessee's option to pay Lessor the market price for such one-eighth (1/8) royalty oil at the published rate for oil of like grade and gravity prevailing on the date such oil is sold into tanks or pipelines. Payment of royalty for oil marketed during any calendar month to be on or about the 60th day after receipt of such funds by the Lessee.

(B) To pay to the Lessor, as royalty for the oil, gas, and/or coalbed methane gas marketed and used off the premises and produced from each well drilled thereon, the sum of one-eighth (1/8) of the price paid to Lessee per thousand cubic feet of such oil, gas, and/or coalbed methane gas so marketed and used, measured in accordance with Boyle's Law for the measurement of gas at varying pressures, on the basis of 10 ounces above 14.73 pounds atmospheric pressure, at a standard base temperature of 60 degrees Fahrenheit and stipulated flowing temperature of 60 degrees Fahrenheit, without allowance for temperature and barometric variations less any charges for transportation, dehydration and compression paid by Lessee to deliver the oil, gas, and/or coalbed methane gas for sale. Payment of royalty for oil, gas, and/or coalbed methane gas marketed during any calendar month to be on or about the 60th day after receipt of such funds by the Lessee.

(C) Lessee to deduct from payments in (A) and (B) above from receipts of proceeds by Lessee, Lessor's prorata share of any tax imposed by any government body.

(D) In the event Lessee does not sell the oil, gas, and/or coalbed methane gas to others, Lessor shall be paid on the basis of the lowest field market price paid by any public utility in the state at the well head for oil, gas, and/or coalbed methane gas of like kind and quality, and on the same basis that such utility would pay for such oil, gas, and/or coalbed methane gas, including any escalation in price that such utility would pay for such oil, gas, and/or coalbed methane gas as if a contract for the sale of same had been entered into at the time of initial production.

5. All money due under this lease shall be paid or tendered to the Lessor by check made payable to the order of and mailed to:

RHCC, LLC at P. O. BOX 96, KYLERTOWN, PA 16847

and the said named person shall continue as Lessor's agent to receive any and all sums payable under this lease regardless of changes in ownership in the premises, or in the oil, gas, and/or coalbed methane gas or their constituents, or in the rentals or royalties accruing hereunder until delivery to the Lessee of notice of change of ownership as hereinafter provided.

6. Lessor may, at Lessor's sole risk and cost, lay a pipeline to any one non-coalbed methane gas well on the premises, and take gas produced from said well for domestic use in one dwelling house on the leased premises, at Lessor's own risk, subject to the use and the right of abandonment of the well by the Lessee, and subject to any curtailments or shut-in by any purchaser of the gas. The first two hundred thousand cubic feet of gas taken each year shall be free of cost, but all gas in excess of two hundred thousand cubic feet of gas taken in each year shall be paid for at the last published rates of the gas utility in the town or area nearest to the leased premises or the field market rate, whichever is higher. Lessor to lay and maintain the pipeline and furnish regulators and other necessary equipment at Lessor's expense. Lessor shall also, at the request of Lessee, install a meter to measure said gas. This privilege is upon the condition precedent that the Lessor shall subscribe to and be bound by the reasonable rules and regulations of the Lessee relating to the use of said domestic-use gas, and Lessor shall maintain the said pipeline, regulators and equipment in good repair and free of all gas leaks and operate the same so as not to cause

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waste or unnecessary leaks of gas. If the Lessor shall take excess gas as aforesaid in any year and fail to pay for the same, the Lessee may deduct payment for such excess gas from any rentals or royalties owing to the Lessor hereunder. Lessor acknowledges that he has been advised as to the risks inherent in the taking of gas in this manner, and Lessor agrees to assume all such risks whether same be caused by Lessor's lines or equipment, or whether same be caused by Lessee's equipment or well operation; and Lessor agrees to hold Lessee and the well operator and all parties in interest in any well on the leasehold premises harmless from any claims of any nature whatsoever which may arise by the usage of gas from any such well by Lessor, his heirs, executors, administrators and assigns. The within right of domestic use gas shall not be assignable without the written consent of the Lessee. Lessor further agrees that upon the sale or transfer of the leasehold premises wherein someone other than the Lessor is entitled to take the gas under this Paragraph 6, the gas supply will be terminated by Lessee until the Seller of the property has received written consent to assign said domestic-use gas from Lessee as a Buyer executes an agreement regarding the usage of the gas. In the absence of such an agreement and Lessee's written consent to assign said domestic-use gas, domestic-use gas under this provision shall terminate. Under no circumstances shall Lessor be entitled to use domestic-use gas from any well which produces methane gas from coal seams (coalbed methane).

7. In the event a well drilled hereunder is a dry hole and is plugged according to law, this lease shall become null and void and all rights of either party hereunder shall cease and terminate, unless within twelve (12) months from the date of the completion of the plugging of such well, the Lessee shall commence another well, or unless the Lessee after the termination of said twelve month period resumes the payment of delay rental as hereinabove provided.

8. In the event a well drilled hereunder is a producing well and the Lessee is unable to market the production therefrom, or should production cease from a producing well drilled on the premises, or should the Lessee desire to shut in producing wells, the Lessee agrees to pay the Lessor, commencing on the date one year from the completion of such producing well or the cessation of production, or the shutting in of producing wells, an advance royalty of \$1.00 per acre per year until production is marketed and sold off the premises or such well is plugged and abandoned according to law.

9. The consideration, land rentals or royalties paid and to be paid, as herein provided, are and will be accepted by the Lessor as adequate and full consideration for all the rights herein granted to the Lessee, and the further right of drilling or not drilling on the leased premises, whether to offset producing wells on adjacent or adjoining lands or otherwise, as the Lessee may elect.

10. Lessor hereby grants to the Lessee the right at any time to consolidate the leased premises or any part thereof or strata therein with other lands to form an oil, gas, and/or coalbed methane gas development unit of not more than 640 acres, or such larger unit as may be required by state law or regulation for the purpose of drilling a well thereon, but the Lessee shall in no event be required to drill more than one well on such unit. Any well drilled on said development 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; provided, however, that only the owner of the lands on which such a non-coalbed methane gas well is located may take gas for use in one dwelling house on such owner's lands in accordance with the provisions of this lease, and provided further that the Lessor agrees to accept, in lieu of the one-eighth (1/8) oil, gas, and/or coalbed methane gas royalty hereinbefore provided, that proportion of such one-eighth (1/8) royalty which the acreage consolidated bears to the total number of acres comprising said development unit. The Lessee shall effect such consolidation by executing a declaration of consolidation with the same formality as this oil, gas, and/or coalbed methane gas lease setting forth the leases or portions thereof consolidated, the royalty distribution as recording the same in the recorder's office at the courthouse in the county in which the leased premises are located and by mailing a copy thereof to the Lessor at the address hereinabove set forth unless the Lessee is furnished with another address. If the well on said development unit shall thereafter be shut in, the well rental for shut-in royalty hereinbefore provided for such use shall be payable to the owners of the parcels of land comprising said unit in the proportion that the acreage of each parcel bears to the entire acreage consolidated. Lessee shall have the right to amend, alter or correct any such consolidation at any time in the same manner as herein provided.

11. In case the Lessor owns a less interest in the above described premises than the entire and undivided fee simple therein, then the royalties and rentals herein provided for shall be paid to the Lessor only in the proportion which such interest bears to the whole and undivided fee. If said land is owned by two or more parties, or the ownership of any interest therein should hereafter be transferred by sale, devise or operation of law, said land, nevertheless, may be held, developed and operated as an entirety, and the rentals and royalties shall be divided among and paid to such several owners in the proportion that the acreage owned by each such owner bears to the entire leased acreage.

12. No change of ownership in the leased premises or in the rentals or royalties hereunder shall be binding on the Lessee until after notice to the Lessor by delivery of notice in writing duly signed by the parties to the instrument of conveyance or assignment and delivery of a duly certified copy thereof to the Lessee.

13. Lessee shall have the right to assign and transfer the within lease in whole or in part, and Lessor waives notice of any assignment or transfer of the within lease. Failure of payment of rental or royalty on any part of this lease shall not void this lease as to any other part. Lessor agrees that when and if the within lease is assigned, the Lessee herein shall have no further obligations hereunder. The Lessor further grants to the Lessee, for the protection of the Lessee's interest hereunder, the right to pay and satisfy any claim or lien against the Lessor's interest in the premises as herein leased and thereupon become subrogated to the rights of such claimant or lien holder, and the right to direct payment of all rentals and royalties to apply on the payment of any existing liens on the premises.

14. Lessee shall bury, when so requested by the Lessor, all pipelines used to conduct oil, gas, and/or coalbed methane gas to, on, through and off the premises and pay all damages to growing crops and drainage tiles and/or other artificial drainage fixture caused by operations under this lease. Lessee agrees to restore the premises in accordance with state laws. Any damages if not mutually agreed upon, to be ascertained and determined by three disinterested persons, one thereof to be appointed by the Lessor, one by the Lessee, and the third by the two so appointed, and the award of such three persons shall be final and conclusive and binding on all parties. Each party shall pay the cost of their appraiser and shall share the cost of the third appraiser. Arbitration shall be mandatory. No well shall be drilled within 200 feet of any existing barn or dwelling.

15. 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 structures shall be erected or moved on a location within one hundred feet (100') of a well or tank battery, or within twenty-five feet (25') of Lessee pipelines.

16. Lessee shall have the privilege of using sufficient oil, gas, coalbed methane gas, water, and/or minerals for operating on the premises and the right any time during or after the expiration of this lease to remove all pipe, well casing, machinery, equipment or fixtures placed on the premises. The Lessee shall have the right to surrender this lease or any portion thereof by written notice to the Lessor describing the portion which it elects to surrender, or by returning the lease to the Lessor with the endorsement of surrender thereof, or by recording the surrender or partial surrender of this lease, any of which shall be a full and legal surrender of this lease as to all of the premises or such portion thereof as the surrender shall indicate and a cancellation of all liabilities under the same of each and all parties hereto relating in any way to the portion or all the premises indicated on said surrender, and the land rent hereinbefore set forth shall be reduced in proportion to the acreage surrendered.

17. In the event the Lessee is unable to perform any of the acts to be performed by the Lessee by reason of force majeure, including but not limited to acts of God, strikes, riots and governmental restrictions including but not limited to restrictions on the use of roads, this lease shall nevertheless remain in full force and effect until the Lessee can perform said act or acts and in no event shall the within lease expire for a period of ninety days after the termination of any force majeure.

18. In the event Lessor considers that Lessee has not complied with any of its obligations hereunder, either express or implied, Lessor shall notify Lessee in writing setting out specifically in what respects Lessee has breached this contract. Lessee shall then have thirty (30) days after receipt of said notice within which to meet or commence to meet all or any part of the breaches alleged by Lessor. The service of said notice shall be precedent to the bringing of any action by Lessor on said lease for any cause, and no such action shall be brought until the lapse of thirty (30) 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 presumption that Lessee has failed to perform all obligations hereunder.

19. In consideration of the acceptance of this lease by the Lessee, the Lessor agrees for himself and his heirs, successors and assigns, that no other let for the minerals covered by this lease shall be granted by the Lessor during the term of this lease or any extension or renewal thereof granted to the Lessee herein. Upon the expiration of this lease and within sixty (60) days thereafter, Lessor grants to Lessee an option to extend or renew under similar term like lease.

20. Lessor hereby warrants that Lessor is not currently receiving any bonus, rental, production royalty as the result of any prior oil and gas lease covering any or all of the subject premises, and that there are no commercially producing wells currently existing on the subject premises, or upon other lands with the boundaries of a drilling or production unit utilizing all or a part of the subject premises.

21. All covenants and conditions between the parties hereto shall extend to their heirs, personal representatives, successors and assigns, and the Lessee hereby warrants and agrees to defend the title to the lands herein described. It is mutually agreed that this instrument contains and expresses all of its agreements and understandings of the parties in regard to the subject matter thereof, and no implied covenant, agreement or obligation shall be read into it agreement 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, gas, and/or coalbed methane gas leased herein and such other documents relating to the sale of production as may be required by Lessee or others. Lessor grants Lessee a power of attorney to execute indemnifying division orders for the sale of oil, gas, and/or coal methane gas.

22. Lessee agrees to pay in advance Two Hundred Fifty (\$250.00) dollars per acre as a one time delay rental payment to Lessor for the primary term of this lease; this is a "Paid-Up" Lease.

23. See ADDENDUM attached hereto and made a part hereof for additional provisions to this lease.

IN WITNESS WHEREOF the Lessors have hereunder set their hands.

Signed and acknowledged in the presence of:

RHCC, LLC

Signature of

Alan Larson, President

Luther E. Milspan, Jr., Executive Treasurer

WITNESS:

Print Name

GREAT LAKES ENERGY PARTNERS, L.L.C.

By: Mark A. Acree, Vice President - Land

CORPORATION ACKNOWLEDGEMENT

COMMONWEALTH OF PENNSYLVANIA

: SS

COUNTY OF CLEARFIELD

On this, the 22 day of February, 2008, before me DARRELL ARNOLD the undersigned officer, personally appeared Alan Larson, who acknowledged himself to be the President of RHCC, LLC, a corporation, and that he such President, being authorized to do so, executed the foregoing instrument for the purposes therein contained by signing the name of the corporation himself as President.

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

Notary Public, COMMONWEALTH OF PENNSYLVANIA

Notarial Seal
Darrell Arnold, Notary Public
Somerset Twp., Somerset County
My Commission Expires Apr. 8, 2010

Member, Pennsylvania Association of Notaries

CORPORATION ACKNOWLEDGEMENT

COMMONWEALTH OF PENNSYLVANIA

: SS

COUNTY OF Dauphin

On this, the 21st day of February, 2008, before me Tara L. Ebright the undersigned officer, personally appeared Luther E. Milspan, Jr., who acknowledged himself to be the Executive Treasurer of RHCC, LLC corporation, and that he as such Executive Treasurer, being authorized to do so, executed the foregoing instrument for the purposes therein contained signing the name of the corporation by himself as Executive Treasurer.

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

My Commission Expires:

NOTARIAL SEAL
TARA L. EBRIGHT
Notary Public
LEWISTOWN BOROUGH, MIFFLIN COUNTY
My Commission Expires Oct 11, 2008

This instrument was prepared by: GREAT LAKES ENERGY PARTNERS, L.L.C., 125 State/Route 43, P. O. Box 550, Hartsville, Ohio 44632
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CORPORATION ACKNOWLEDGMENT

STATE OF OHIO

)
)SS
)

COUNTY OF PORTAGE

On this, the 3rd day of June, 2008 before me Rosanne M. Moore, the undersigned officer, personally appeared Mark A. Acree, who acknowledged himself to be the Vice President – Land of Great Lakes Energy Partners, L.L.C., a limited liability corporation and that he as such Vice President – Land, being authorized to do so, executed the foregoing instrument for the purposes therein contained by signing the name of the corporation by himself as Vice President – Land.

In witness whereof, I hereunto set my hand and official seal.

My Commission Expires:

Rosanne M. Moore
Notary Public

Rosanne M. Moore
Print Name



ROSANNE M MOORE
Notary Public, State of Ohio
My Commission Expires
May 14, 2012

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MAIL TO:
Great Lakes Energy Partners, L.L.C.
125 State Route 43, P.O. Box 550
Hartsville, Ohio 44632
Revised 12/21/05

570 356216

ADDENDUM

Attached to and made a part of that certain OIL, GAS AND COALBED METHANE LEASE Dated February 21, 2008 by and between RHCC, LLC, a Limited Liability Company, and GREAT LAKES ENERGY PARTNERS, L.L.C.

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

This is an oil and gas lease only, and not a coal bed methane lease.

1. The location of any well(s) to be drilled on the lease premises shall be approved by the Lessor or one of their representatives in writing prior to location thereof. Such approval shall not be unreasonably withheld or delayed.
2. Lessee agrees that any necessary pipelines, tank batteries, separators or compressors shall be placed on the leased premises only if they are in conjunction with Lessor's well(s) and production. No roads from adjacent properties shall be constructed on the leased premises without Lessor's written consent. Any other equipment or pipelines for other producing wells, desired by Lessee to be installed on the leased premises, shall be approved by Lessor in writing unless provided for under a separate agreement.
3. Upon the expiration of the primary term of the lease, the right to explore and drill for oil, gas and other hydrocarbon substances shall terminate, except Lessee may thereafter retain and operate all wells then producing oil, gas and other hydrocarbons. Lessee shall determine the amount of acres necessary to be held by either a vertical well(s) or a horizontal well(s), after well(s) have been completed, or that portion of the leased premises unitized with other lands, for any wells drilled on the leased premises during the term of the lease. On any portion of the leased premises that has terminated or been released by Lessee pursuant to this clause, Lessee, for itself, its successors and assigns, hereby reserves the right to use, maintain, operate, replace, remove and relocate any of its facilities, including but not limited to roadways, pipelines, and tank batteries, installed thereon for Lessee's wells. The rights for such facilities shall remain subject to the terms and conditions of the Lease. Lessor shall grant Lessee the appropriate right of way or easement to cover Lessee's continued use of the leased premises for such purpose.
4. Lessee agrees to notify Lessor at least twenty (20) days prior to commencing any construction activities on the leased premises to allow for Lessor's removal of marketable timber in the area(s) identified by Lessee for the proposed operations hereunder. Should Lessor choose not to remove such marketable timber, Lessee may remove said timber from the proposed operations area. Lessor shall then: (a) request Lessee to pay Lessor the value of any such marketable timber as damages at the prevailing stump price for the local area as determined by an independent timber appraiser, said marketable timber shall then become the property of Lessee and removed from the leased premises, OR (b) Lessor may request that Lessee stack the marketable timber on the leased premises at a mutually agreeable location in close proximity to the construction site, said marketable timber shall remain the property of Lessor."
5. Lessor shall approve, in writing, the unitization of any portion of the leased premises with other leases, except when Lessee determines that the well, in order to be economically feasible, must be located within the minimum required spacing and/or distance to a property line of the leased premises, as set forth by the rules and regulations of the State/ Commonwealth. Such approval shall not be unreasonably withheld or delayed.
6. Any and all pipeline laid by Lessee shall be buried to a minimum depth of thirty-two (32) inches below ground level with the exception of any necessary above ground appurtenances.
7. Lessee and Lessor covenant and agree that Lessee has not acquired and does not acquire the rights for the drilling of an underground gas or oil storage well. No well commenced by Lessee shall be converted to an underground gas or oil storage well without Lessor's written consent.

8. Lessee agrees to pay seven eighths (7/8th) of any increase in real estate or ad valorem taxes attributable to or resulting from assessment of the oil and gas within the leased premises.

9. No well shall be shut-in unless: (a) the shut-in is due to force majeure; (b) the shut-in is due to pipeline or equipment breakage, damage or malfunction; or (c) the shut-in is required because Lessee, in exercise of good faith and reasonable diligence, has been unable to secure a market for the production from such well. The shut-in status of any well shall persist only for so long as it is necessary to correct, through the exercise of good faith and due diligence, the condition giving rise to the shut-in of the well. No well shall be shut-in for the direct or indirect purpose of holding oil and/or gas reserves in place.

10. At such time as a well drilled on the leased premises commences producing and marketing natural gas, one and only one Lessor owning a residential dwelling located on the leased premises may elect, if not connecting for the use of natural gas as provided for in the lease, to receive "in lieu of" the allotment of natural gas, an annual cash payment of six hundred dollars (\$600). The "in lieu of" payment shall be prorated based on the number of months during the calendar year the gas was produced and marketed by Lessee. Such "in lieu of" payment shall be made annually by Lessee on or before the end of the first quarter of each subsequent calendar year. The election of Lessor to receive the "in lieu of" payment must be made to Lessee in writing and the beginning date of the "in lieu of" payment period shall be the first day of the calendar month following Lessee's receipt of such written notice. Lessor may only change its election to either connect for the use of gas or to receive the "in lieu of" payment herein described once during the term of the lease.

11. Paragraph 22 is amended to add: the initial one time delay rental payment of \$250.00 per acre equaling the sum of \$63,220.00 shall be paid within 90 days of the date Lease is signed by Lessor. Lessee shall conduct no activity on any of the properties leased hereunder, until said payment is made. The delay rental payment is not a prepaid royalty.

12. The Last sentence of paragraph 19 is deleted.

13. The Lessor and Lessee intend to be legally bound by the provisions of this oil and gas lease and its addendums.

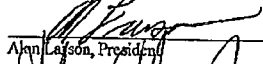
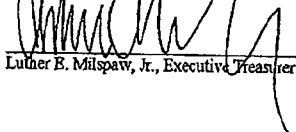
14. Transportation costs as in paragraph 4(b) shall be only the charges from the pipeline company transporting the gas from well(s) after they have left the pipelines of the Lessee.

15. All gas shall be sold by Lessee at the best possible price obtainable.

16. The laws and regulations of the Commonwealth of Pennsylvania shall govern the performance of both parties under this Oil and Gas Lease.

Signatures

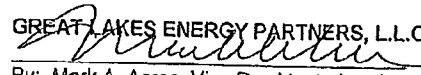
RHCC, LLC


Alan Layson, President

Luther E. Milsap, Jr., Executive Treasurer

WITNESS:

Print Name _____

GREAT LAKES ENERGY PARTNERS, L.L.C.

By: 
Mark A. Acree, Vice President - Land

**CLEARFIELD COUNTY
RECORDER OF DEEDS**

AFFIDAVIT No. 41342
Maurene E. Inlow, Recorder
Betty L. Lansberry - Chief Deputy
P.O. Box 361
1 North Second Street, Suite 103
Clearfield, Pennsylvania 16830

***RETURN DOCUMENT TO:**
RESOURCES-APPALACHIA LLC

Instrument Number - 200808951
Recorded On 6/11/2008 At 12:01:42 PM
*Instrument Type - MEMORANDUM
*Total Pages - 4
Invoice Number - 187182
*Mortgagor - RHCC LLC
*Mortgagee - GREAT LAKES ENERGY PARTNERS LLC
*Customer - RESOURCES-APPALACHIA LLC

***FEES**
STATE WRIT TAX \$0.50
RECORDING FEES - \$13.00
RECORDER
RECORDER IMPROVEMENT \$3.00
FUND
COUNTY IMPROVEMENT FUND \$2.00
TOTAL PAID \$18.50

I hereby CERTIFY that this document
is recorded in the Recorder's Office of
Clearfield County, Pennsylvania.



Maurene E. Inlow
Maurene E. Inlow
Recorder of Deeds

THIS IS A CERTIFICATION PAGE

Do Not Detach

THIS PAGE IS NOW PART OF THIS LEGAL DOCUMENT

* - Information denoted by an asterisk may change during the verification process and may not be reflected on this page.

MEMORANDUM OF OIL, GAS, AND COALBED METHANE LEASE

THIS MEMORANDUM OF LEASE, dated this 21st day of February, 2008, by and between RHCC, LLC, a Limited Liability Company, of 80 Larson Road, P. O. Box 98, Kylertown, PA 16847 hereinafter called Lessor (whether one or more), and GREAT LAKES ENERGY PARTNERS, L.L.C., whose address is 125 State Route 43, Hartville, Ohio 44632-0550 hereinafter referred to as "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 a certain lease between Lessor and Lessee dated February 21, 2008 (hereinafter referred to as the "Lease") does hereby grant, demise, lease and let exclusively unto Lessee the following described premises:

North by: lands of <u>Steven Stambaugh</u>	<u>Small Tracts; Ray Krunkle</u>
East by: lands of <u>Douglas Johnson</u>	<u>Turkey Road (RHCC, LLC)</u>
South by: lands of <u>R. Yates</u>	<u>Sylvan Grove Road; RHCC, LLC</u>
West by: lands of <u>Small Tracts; Ray Kunkle; Rhcc, LLC</u>	<u>RHCC, LLC; Sylvan Grove Road</u>
Tax Parcel Number(s) <u>110-S7-00036-0000 (88.1 ac)</u>	<u>110-S7-00011-0000 (109 ac)</u>

North by: lands of <u>Catherine Anderson</u>	<u>Sylvan Grove Road; William Krasinski</u>
East by: lands of <u>County National Bank (CNB)</u>	<u>RHCC, LLC;</u>
South by: lands of <u>Small Tract</u>	<u>Donald Harter; RHCC, LLC</u>
West by: lands of <u>Small Tract</u>	<u>Rolling Stone Road (Robert Krasinski)</u>
Tax Parcel Number(s) <u>110-R7-00042-0000 (2 ac)</u>	<u>110-S-7-00004-0000 (109 ac)</u>

Containing Three Hundred Eight and 1/10 (308.10) acres, more or less, and located in Cooper Township, Clearfield County, Commonwealth of Pennsylvania, (hereinafter referred to as the "Premises") for the purpose of exploring for (including but not limited to, conducting seismic surveys), drilling, operating, producing and removing oil, gas, and/or coalbed methane gas and all the constituents thereof, and to transport by pipelines or otherwise across and through said lands oil, gas, coalbed methane gas and their constituents from the Premises, and of placing of tanks, equipment, roads, structures, and other appurtenant facilities thereon to procure and operate for the said products, together with the right to enter into and upon the Premises at all times for the aforesaid purposes. Title to the Premises was conveyed to Lessor by deed recorded in Volume/Book 200713927 in the Clearfield County Records.

2. TO HAVE AND TO HOLD the Premises for a term commencing February 21, 2008 and terminating five (5) years thereafter, which term may be extended pursuant to paragraph 19 of the lease, and so much longer thereafter as oil, gas, and/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, and/or coalbed methane gas as further set forth in the Lease, unless earlier terminated in accordance with the terms and provisions of the Lease.

3. The rental, covenants, provisions and conditions of the within Memorandum of Lease 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 of Lease shall likewise and to the same effect be amended, assigned or terminated, as the case may be.

This instrument prepared by:
GREAT LAKES ENERGY PARTNERS, L.L.C.
125 State Route 43, PO Box 550
Hartville, OH 44632

5. This Memorandum of Lease is executed in simplified short form for the convenience of the parties and for the purpose of recording the same, and this Memorandum of Lease 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.

IN WITNESS WHEREOF, the parties hereto have set their hands to duplicates hereof the day and year first above written.

WITNESS:

Print Name _____

Print Name _____

LESSOR: RHCC, LLC

Alan Larson, President

Luther E. Millspaw, Jr., Executive Treasurer

WITNESS:

Print Name _____

GREAT LAKES ENERGY PARTNERS, L.L.C.

By: Mark A. Acree, Vice President - Land

CORPORATION ACKNOWLEDGEMENT

COMMONWEALTH OF PENNSYLVANIA)
) SS:
COUNTY OF CLEARFIELD)

On this, the 22 day of February, 2008, before me DARRELL C. ARNOLD, the undersigned officer, personally appeared Alan Larson who acknowledged himself/herself to be the President of RHCC, LLC a Pennsylvania Limited Liability Company, and that he as such President, being authorized to do so, executed the foregoing instrument for the purposes therein contained by signing the name of the corporation by himself as President.

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



Darrell C. Arnold
Notary Public

COMMONWEALTH OF PENNSYLVANIA
Notarial Seal
Darrell Arnold, Notary Public
Somerset Twp., Somerset County
My Commission Expires Apr. 8, 2010
Member, Pennsylvania Association of Notaries

This instrument prepared by:
GREAT LAKES ENERGY PARTNERS, L.L.C.
125 State Route 43, PO Box 550
Hartsville, OH 44632

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PLEASE RETURN TO:
GEORGE RESOURCES - APPALACHIA, LLC.
125 STATE ROUTE 43
PO BOX 550
370380009

CORPORATION ACKNOWLEDGEMENT

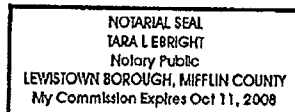
COMMONWEALTH OF PENNSYLVANIA)
COUNTY OF CLEARFIELD Dauphin) SS:

On this, the 21st day of February, 2008, before me Tara L. Ebright, the undersigned officer, personally appeared Luther E. Millsap, Jr. who acknowledged himself to be the Executive Treasurer of RHCC, LLC a Pennsylvania Limited Liability Company, and that he as such Executive Treasurer, being authorized to do so, executed the foregoing instrument for the purposes therein contained by signing the name of the corporation by himself as Executive Treasurer.

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

My commission expires:

Tara L. Ebright
Notary Public



CORPORATION ACKNOWLEDGEMENT

STATE OF OHIO)
COUNTY OF PORTAGE) SS:

On this, the 3rd day of June, 2008, before me Rosanne M. Moore, the undersigned officer, personally appeared Mark A. Acree who acknowledged himself/herself to be the Vice President - Land of Great Lakes Energy Partners, L.L.C., a limited liability corporation, and that he as such Vice President - Land, being authorized to do so, executed the foregoing instrument for the purposes therein contained by signing the name of the corporation by himself as Vice President - Land.

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

My commission expires:

Rosanne M. Moore

This instrument prepared by:
GREAT LAKES ENERGY PARTNERS, L.L.C.
125 State Route 43, PO Box 550
Hartsville, OH 44632

PLEASE RETURN TO:
RANGE RESOURCES - APPALACHIA, LLC
125 STATE ROUTE 43
P.O. BOX 550
HARTVILLE, OHIO 44632



ROSANNE M MOORE
Notary Public, State of Ohio
My Commission Expires
May 14, 2012

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OIL, GAS AND COALBED METHANE LEASE

THIS AGREEMENT, made and entered into this 21st day of February, 2008, by and between RHCC, LLC a Limited Liability Company of 80 Larson Road, P. O. Box 96, Kylertown, PA 16847 Phone No. 814-345-5101 hereinafter called the Lessor, and GREAT LAK ENERGY PARTNERS, L.L.C., 125 State Route 43, P. O. Box 550, Hartsville, Ohio 44632 Phone No., (330) 877-6747, hereinafter called the Lessee, WITNESSETH:

1. That the Lessor, for and in consideration of Ten dollars (\$10.00) and other valuable consideration in hand paid by the Lessee, the receipt of which hereby acknowledged, and the covenants and agreements hereinafter contained, does hereby lease and let exclusively unto the Lessee, its successors, assigns, all that certain tract(s) of land hereinafter described, for the purpose of exploring for by geophysical, seismic, and other methods, drilling, operating, producing, removing and marketing oil, gas, and coalbed methane gas, and all associated hydrocarbons and all products produced therewith or which may be derived therefrom, along with 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, and of injecting and storing, air, gas, brine and other substances from any source and into any subsurface strata, other than potential water strata and workable coal strata (including but not limited to the right to inject into any wells on the leasehold property and to otherwise conduct such secondary or tertiary operations as may be required in the opinion of the Lessee), the right to conduct surveys (including seismic surveys) and transport by pipelines or otherwise across and through said lands oil, gas, and coalbed methane gas and their constituents from the subject and other land premises regardless of the source of such production or the location of the wells, which right to transport production from other properties across the leasehold premises shall survive the term of this lease for so long as the transportation of such production may be desired by the Lessee, and of placing of tank equipment, roads and structures thereon to procure and operate for the said products, together with the right to enter into and upon the leased premises at any times for the aforesaid purposes.

Said land is situate in Cooper Township/District, Clearfield County, Pennsylvania, bounded substantially by lands now and/or formerly owned as follows:

North by: lands of <u>Steven Stambaugh</u>	<u>Small Tracts: Ray Kunkle</u>	<u>Sylvan Grove Road; Wm. Krasinski</u>
East by: lands of <u>Douglas Johnson</u>	<u>Turkey Road (RHCC, LLC)</u>	<u>RHCC, LLC</u>
South by: lands of <u>R. Yates</u>	<u>Sylvan Grove Road: RHCC, LLC</u>	<u>Donald Harter: RHCC, LLC</u>
West by: lands of <u>Small Tracts: Ray Kunkle: Rhcc, LLC</u>	<u>RHCC, LLC: Sylvan Groove Road</u>	<u>Rolling Stone Rd. (Robert Krasinski)</u>
Tax Parcel Number(s) <u>110-S7-00036-0000 (88.1 ac)</u>	<u>110-S7-00011-0000 (109 ac)</u>	<u>110-S7-00004-0000 (109 ac)</u>

North by: lands of Catherine Anderson
 East by: lands of County National Bank (CNB)
 South by: lands of Small Tract
 West by: lands of Small Tract
 Tax Parcel Number(s) 110-R7-00042-0000 (2 ac)

being all the property owned by Lessor or to which the Lessor may have any rights in said Section/Lot/District or adjoining Sections/Lots/District containing Three Hundred Eight and 1/10 (308.1) acres, more or less, and being the property described in Deed Volume 2007(3927) of the Clearfield County Record of Deeds.

2. This lease shall continue in force and the rights granted hereunder be quietly enjoyed by the Lessee for a term of five (5) years and so much longer thereafter as oil, gas, and/or coalbed methane gas or their constituents are produced or are capable of being produced on the premises in paying quantities, in the judgment of the Lessee, or as the premises shall be operated by the Lessee in the search for oil, gas, and/or coalbed methane gas and as provided in Paragraph 7 following.

3. This lease, however, shall become null and void and all rights of either party hereunder shall cease and terminate unless, within twelve months from the date hereof, a well shall be commenced on the premises, or unless the Lessee shall thereafter pay a delay rental of Ten Dollars (\$10.00) each year payments to be made annually until the commencement of a well. A well shall be deemed commenced when preparations for drilling have been commenced. It is stipulated that this lease shall not terminate for nonpayment of delay rentals unless Lessor first gives Lessee sixty (60) days written notice by registered mail of such nonpayment, and Lessee fails to tender such payment to Lessor within said sixty (60) day period.

4. In consideration of the premises the Lessee covenants and agrees:

(A) To deliver to the credit of the Lessor in tanks or pipelines, as royalty, free of cost, one-eighth (1/8) of all oil produced and saved from the premises, or at Lessee's option to pay Lessor the market price for such one-eighth (1/8) royalty oil at the published rate for oil of like grade and gravity prevailing on the date such oil is sold into tanks or pipelines. Payment of royalty for oil marketed during any calendar month to be on or about the 60th day after receipt of such funds by the Lessee.

(B) To pay to the Lessor, as royalty for the oil, gas, and/or coalbed methane gas marketed and used off the premises and produced from each well drilled thereon, the sum of one-eighth (1/8) of the price paid to Lessee per thousand cubic feet of such oil, gas, and/or coalbed methane gas so marketed and used measured in accordance with Boyle's Law for the measurement of gas at varying pressures, on the basis of 10 ounces above 14.73 pounds atmospheric pressure, at a standard base temperature of 60 degrees Fahrenheit and stipulated flowing temperature of 60 degrees Fahrenheit, without allowance for temperature and barometric variations less any charges for transportation, dehydration and compression paid by Lessee to deliver the oil, gas, and/or coalbed methane gas for sale. Payment of royalty for oil, gas, and/or coalbed methane gas marketed during any calendar month to be on or about the 60th day after receipt of such funds by the Lessee.

(C) Lessee to deduct from payments in (A) and (B) above from receipts of proceeds by Lessee, Lessor's prorata share of any tax imposed by any government body.

(D) In the event Lessee does not sell the oil, gas, and/or coalbed methane gas to others, Lessor shall be paid on the basis of the lowest field market price paid by any public utility in the state at the well head for oil, gas, and/or coalbed methane gas of like kind and quality, and on the same basis that such utility would pay for such oil, gas, and/or coalbed methane gas, including any escalation in price that such utility would pay for such oil, gas, and/or coalbed methane gas as if a contract for the sale of same had been entered into at the time of initial production.

5. All money due under this lease shall be paid or tendered to the Lessor by check made payable to the order of and mailed to:

RHCC, LLC at P. O. BOX 96, KYLERTOWN, PA 16847

and the said named person shall continue as Lessor's agent to receive any and all sums payable under this lease regardless of changes in ownership in the premises, or in the oil, gas, and/or coalbed methane gas or their constituents, or in the rentals or royalties accruing hereunder until delivery to the Lessee or notice of change of ownership as hereinafter provided.

6. Lessor may, at Lessor's sole risk and cost, lay a pipeline to any one non-coalbed methane gas well on the premises, and take gas produced from said well for domestic use in one dwelling house on the leased premises, at Lessor's own risk, subject to the use and the right of abandonment of the well by the Lessee, and subject to any curtailments or shut-in by any purchaser of the gas. The first two hundred thousand cubic feet of gas taken each year shall be free of cost, but all gas in excess of two hundred thousand cubic feet of gas taken in each year shall be paid for at the last published rates of the gas utility in the town or area nearest to the leased premises or the field market rate, whichever is higher. Lessor to lay and maintain the pipeline and furnish regulators and other necessary equipment at Lessor's expense. Lessor shall also, at the request of Lessee, install a meter to measure said gas. This privilege is upon the condition precedent that the Lessor shall subscribe to and be bound by the reasonable rules and regulations of the Lessee relating to the use of said domestic-use gas, and Lessor shall maintain the said pipeline, regulators and equipment in good repair and free of all gas leaks and operate the same so as not to cause waste or unnecessary leaks of gas. If the Lessor shall take excess gas as aforesaid in any year and fail to pay for the same, the Lessee may deduct payment for such excess gas from any rentals or royalties accruing to the Lessor hereunder. Lessor acknowledges that he has been advised as to the risks inherent in

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the taking of gas in this manner, and Lessor agrees to assume all such risks whether same be caused by Lessor's lines or equipment, or whether same caused by Lessee's equipment or well operation; Lessor agrees to hold Lessee and the well open and all parties in interest in any well on leasehold premises harmless from any claims of any nature whatsoever which may rise by the usage of gas from any such well by Lessor, his executors, administrators and assigns. The within right of domestic use gas shall not be assignable without the written consent of the Lessee. Lessor further agrees that upon the sale or transfer of the leasehold premises wherein someone other than the Lessor is entitled to take the gas under this Paragraph 6, the gas supply will be terminated by Lessee until the Seller of the property has received written consent to assign said domestic-use gas from Lessee. Buyer executes an agreement regarding the usage of the gas. In the absence of such an agreement and Lessee's written consent to assign said domestic-use gas, domestic-use gas under this provision shall terminate. Under no circumstances shall Lessor be entitled to use domestic-use gas from any well which produces methane gas from coal seams (coalbed methane).

7. In the event a well drilled hereunder is a dry hole and is plugged according to law, this lease shall become null and void and all rights of either party hereunder shall cease and terminate, unless within twelve (12) months from the date of the completion of the plugging of such well, the Lessee shall commence another well, or unless the Lessee after the termination of said twelve month period resumes the payment of delay rental as hereinabove provided.

8. In the event a well drilled hereunder is a producing well and the Lessee is unable to market the production therefrom, or should production cease from a producing well drilled on the premises, or should the Lessee desire to shut in producing wells, the Lessee agrees to pay the Lessor, commencing on date one year from the completion of such producing well or the cessation of production, or the shutting in of producing wells, an advance royalty of \$1.00 per acre per year until production is marketed and sold off the premises or such well is plugged and abandoned according to law.

9. The consideration, land rentals or royalties paid and to be paid, as herein provided, are and will be accepted by the Lessor as adequate and full consideration for all the rights herein granted to the Lessee, and the further right of drilling or not drilling on the leased premises, whether to off-produce wells on adjacent or adjoining lands or otherwise, as the Lessee may elect.

10. Lessor hereby grants to the Lessee the right at any time to consolidate the leased premises or any part thereof or strata therein with other lands to form an oil, gas, and/or coalbed methane gas development unit of not more than 640 acres, or such larger unit as may be required by state law or regulation for the purpose of drilling a well thereon, but the Lessee shall in no event be required to drill more than one well on such unit. Any well drilled on said development 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; provided, however, that only the owner of the lands on which such a non-coalbed methane gas well is located may take gas for use in one dwelling house on such owner's lands in accordance with the provisions of this lease, and provided further that the Lessor agrees to accept, in lieu of the one-eighth (1/8) of gas, and/or coalbed methane gas royalty hereinbefore provided, that proportion of such one-eighth (1/8) royalty which the acreage consolidated bears to the total number of acres comprising said development unit. The Lessee shall effect such consolidation by executing a declaration of consolidation with the same formality as this oil, gas, and/or coalbed methane gas lease setting forth the leases or portions thereof consolidated, the royalty distribution as recording the same in the recorder's office at the courthouse in the county in which the leased premises are located and by mailing a copy thereof to the Lessor at the address hereinabove set forth unless the Lessee is furnished with another address. If the well on said development unit shall thereafter be shut in, the well rental for shut-in royalty hereinbefore provided for such use shall be payable to the owners of the parcels of land comprising said unit in proportion that the acreage of each parcel bears to the entire acreage consolidated. Lessee shall have the right to amend, alter or correct any such consolidation at any time in the same manner as herein provided.

11. In case the Lessor owns a less interest in the above described premises than the entire and undivided fee simple therein, then the royalties and rentals herein provided for shall be paid to the Lessor only in the proportion which such interest bears to the whole and undivided fee. If said land is owned by two or more parties, or the ownership of any interest therein should hereafter be transferred by sale, devise or operation of law, said land, nevertheless, may be held, developed and operated as an entirety, and the rentals and royalties shall be divided among and paid to such several owners in the proportion that the acreage owned by each such owner bears to the entire leased acreage.

12. No change of ownership in the leased premises or in the rentals or royalties hereunder shall be binding on the Lessee until after notice to the Lessor by delivery of notice in writing duly signed by the parties to the instrument of conveyance or assignment and delivery of a duly certified copy thereof to the Lessee.

13. Lessee shall have the right to assign and transfer the within lease in whole or in part, and Lessor waives notice of any assignment or transfer of it within lease. Failure of payment of rental or royalty on any part of this lease shall not void this lease as to any other part. Lessor agrees that when and if the within lease is assigned, the Lessee herein shall have no further obligations hereunder. The Lessor further grants to the Lessee, for the protection of the Lessee's interest hereunder, the right to pay and satisfy any claim or lien against the Lessor's interest in the premises as herein leased and thereupon become subrogated to the rights of such claimant or lien holder, and the right to direct payment of all rentals and royalties to apply on the payment of any existing liens on the premises.

14. Lessee shall bury, when so requested by the Lessor, all pipelines used to conduct oil, gas, and/or coalbed methane gas to, on, through and off the premises and pay all damages to growing crops and drainage tiles and/or other artificial drainage fixture caused by operations under this lease. Lessee agrees to restore the premises in accordance with state laws. Any damages if not mutually agreed upon, to be ascertained and determined by three disinterested persons, one thereof to be appointed by the Lessor, one by the Lessee, and the third by the two so appointed, and the award of such three persons shall be final and conclusive and binding on all parties. Each party shall pay the cost of their appraiser and shall share the cost of the third appraiser. Arbitration shall be mandatory. No well shall be drilled within 200 feet of any existing barn or dwelling.

15. 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 structures shall be erected or moved on a location within one hundred feet (100') of a well or tank battery, or within twenty-five feet (25') of Lessee's pipelines.

16. Lessee shall have the privilege of using sufficient oil, gas, coalbed methane gas, water, and/or minerals for operating on the 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 premises. The Lessee shall have the right to surrender this lease or any portion thereof by written notice to the Lessor describing the portion which it elects to surrender, or by returning the lease to the Lessor with the endorsement of surrender thereof, or by recording the surrender or partial surrender of this lease, any of which shall be a full and legal surrender of this lease as to all of the premises or such portion thereof as the surrender shall indicate and a cancellation of all liability under the same of each and all parties hereto relating in any way to the portion or all the premises indicated on said surrender, and the land rental hereinbefore set forth shall be reduced in proportion to the acreage surrendered.

17. In the event the Lessee is unable to perform any of the acts to be performed by the Lessee by reason of force majeure, including but not limited to act of God, strikes, riots and governmental restrictions including but not limited to restrictions on the use of roads, this lease shall nevertheless remain in full force and effect until the Lessee can perform said act or acts and in no event shall the within lease expire for a period of ninety days after the termination of any force majeure.

18. In the event Lessor considers that Lessee has not complied with any of its obligations hereunder, either express or implied, Lessor shall notify Lessee in writing setting out specifically in what respects Lessee has breached this contract. Lessee shall then have thirty (30) days after receipt of said notice within which to meet or commence to meet all or any part of the breaches alleged by Lessor. The service of said notice shall be precedent to the bringing of any action by Lessor on said lease for any cause, and no such action shall be brought until the lapse of thirty (30) 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 all its obligations hereunder.

19. In consideration of the acceptance of this lease by the Lessee, the Lessor agrees for himself and his heirs, successors and assigns, that no other lease for the minerals covered by this lease shall be granted by the Lessor during the term of this lease or an extension or renewal thereof granted to the Lessee herein. Upon the expiration of this lease and within sixty (60) days thereafter, Lessor grants to Lessee an option to extend or renew under similar terms like lease.

20. Lessor hereby warrants that Lessor is not currently receiving any bonus, rental, production royalty as the result of any prior oil and gas lease covering any or all of the subject premises, and that there are no commercially producing wells currently existing on the subject premises, or upon other lands within the boundaries of a drilling or production unit utilizing all or a part of the subject premises.

21. All covenants and conditions between the parties hereto shall extend to their heirs, personal representatives, successors and assigns, and the Lessee hereby warrants and agrees to defend the title to the lands herein described. It is mutually agreed that this instrument contains and expresses all of the agreements and understandings of the parties in regard to the subject matter thereof, and no implied covenant, agreement or obligation shall be read into this agreement 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, gas, and/or coalbed methane gas leased herein and such other documents relating to the sale of production as may be required by Lessee or others. Lessor grants Lessee a power of attorney to execute indemnifying division orders for the sale of oil, gas, and/or coalbed methane gas.

22. Lessee agrees to pay in advance Two Hundred Fifty (\$250.00) dollars per acre as a one time delay rental payment to Lessor for the primary term of this lease; this is a "Paid-Up" Lease.

23. See ADDENDUM attached hereto and made a part hereof for additional provisions to this lease.

IN WITNESS WHEREOF the Lessors have hereunder set their hands.

Signed and acknowledged in the presence of:

RHCC, LLC

Signatures:

Alan Larson, President

Luther E. Milspass, Jr., Executive Treasurer

WITNESS:

Print Name

GREAT LAKES ENERGY PARTNERS, L.L.C.

By: Mark A. Acree, Vice President - Land

CORPORATION ACKNOWLEDGEMENT

COMMONWEALTH OF PENNSYLVANIA

:

: SS

COUNTY OF CLEARFIELD

:

On this, the 22 day of February, 2008, before me DARRELL ARNOLD the undersigned officer, personally appeared Alan Larson, who acknowledged himself to be the President of RHCC, LLC, a corporation, and that he is such President, being authorized to do so, executed the foregoing instrument for the purposes therein contained by signing the name of the corporation himself as President.

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

Darrell Arnold
Notary Public
COMMONWEALTH OF PENNSYLVANIA
Notarial Seal
Darrell Arnold, Notary Public
Somerset Twp., Somerset County
My Commission Expires Apr. 8, 2010
Member, Pennsylvania Association of Notaries

CORPORATION ACKNOWLEDGEMENT

COMMONWEALTH OF PENNSYLVANIA

:

: SS

COUNTY OF Dauphin

:

On this, the 21st day of February, 2008, before me Tara L. Ebright the undersigned officer, personally appeared Luther E. Milspass, Jr., who acknowledged himself to be the Executive Treasurer of RHCC, LLC, a corporation, and that he as such Executive Treasurer, being authorized to do so, executed the foregoing instrument for the purposes therein contained signing the name of the corporation by himself as Executive Treasurer.

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

My Commission Expires:

Tara L. Ebright
Notary Public

NOTARIAL SEAL
TARA L. EBRIGHT
Notary Public
LEWISTOWN BOROUGH, MIFFLIN COUNTY
My Commission Expires Oct 11, 2008

This instrument was prepared by: GREAT LAKES ENERGY PARTNERS, L.L.C., 125 State/ Route 43, P. O. Box 550, Hartsville, Ohio 44632
L:\qtd\form\td\forms\pslease.doc-03.05.04

00027

370330209

CORPORATION ACKNOWLEDGMENT

STATE OF OHIO

)
)SS
)

COUNTY OF PORTAGE

On this, the 3rd day of June, 2008 before me Rosanne M. Moore, the undersigned officer, personally appeared Mark A. Acree, who acknowledged himself to be the Vice President - Land of Great Lakes Energy Partners, L.L.C., a limited liability corporation and that he as such Vice President - Land, being authorized to do so, executed the foregoing instrument for the purposes therein contained by signing the name of the corporation by himself as Vice President - Land.

In witness whereof, I hereunto set my hand and official seal.

My Commission Expires:

Rosanne M. Moore
Notary Public

Rosanne M. Moore
Print Name



ROSANNE M MOORE
Notary Public, State of Ohio
My Commission Expires
May 14, 2012

MAIL TO:
Great Lakes Energy Partners, L.L.C.
125 State Route 43, P.O. Box 550
Hartsville, Ohio 44632
Revised 12/21/05

00028

370330209

ADDENDUM

Attached to and made a part of that certain OIL, GAS AND COALBED METHANE LEASE Dated February 21, 2008 by and between RHCC, LLC, a Limited Liability Company, and GREAT LAKES ENERGY PARTNERS, L.L.C.

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

This is an oil and gas lease only, and not a coal bed methane lease.

1. The location of any well(s) to be drilled on the lease premises shall be approved by the Lessor or one of their representatives in writing prior to location thereof. Such approval shall not be unreasonably withheld or delayed.
2. Lessee agrees that any necessary pipelines, tank batteries, separators or compressors shall be placed on the leased premises only if they are in conjunction with Lessor's well(s) and production. No roads from adjacent properties shall be constructed on the leased premises without Lessor's written consent. Any other equipment or pipelines for other producing wells, desired by Lessee to be installed on the leased premises, shall be approved by Lessor in writing unless provided for under a separate agreement.
3. Upon the expiration of the primary term of the lease, the right to explore and drill for oil, gas and other hydrocarbon substances shall terminate, except Lessee may thereafter retain and operate all wells then producing oil, gas and other hydrocarbons. Lessee shall determine the amount of acres necessary to be held by either a vertical well(s) or a horizontal well(s), after well(s) have been completed, or that portion of the leased premises unitized with other lands, for any wells drilled on the leased premises during the term of the lease. On any portion of the leased premises that has terminated or been released by Lessee pursuant to this clause, Lessee, for itself, its successors and assigns, hereby reserves the right to use, maintain, operate, replace, remove and relocate any of its facilities, including but not limited to roadways, pipelines, and tank batteries, installed thereon for Lessee's wells. The rights for such facilities shall remain subject to the terms and conditions of the Lease. Lessor shall grant Lessee the appropriate right of way or easement to cover Lessee's continued use of the leased premises for such purpose.
4. Lessee agrees to notify Lessor at least twenty (20) days prior to commencing any construction activities on the leased premises to allow for Lessor's removal of marketable timber in the area(s) identified by Lessee for the proposed operations hereunder. Should Lessor choose not to remove such marketable timber, Lessee may remove said timber from the proposed operations area. Lessor shall then: (a) request Lessee to pay Lessor the value of any such marketable timber as damages at the prevailing stump price for the local area as determined by an independent timber appraiser, said marketable timber shall then become the property of Lessee and removed from the leased premises, OR (b) Lessor may request that Lessee stack the marketable timber on the leased premises at a mutually agreeable location in close proximity to the construction site, said marketable timber shall remain the property of Lessor."
5. Lessor shall approve, in writing, the unitization of any portion of the leased premises with other leases, except when Lessee determines that the well, in order to be economically feasible, must be located within the minimum required spacing and/or distance to a property line of the leased premises, as set forth by the rules and regulations of the State/ Commonwealth. Such approval shall not be unreasonably withheld or delayed.
6. Any and all pipeline laid by Lessee shall be buried to a minimum depth of thirty-two (32) inches below ground level with the exception of any necessary above ground appurtenances.
7. Lessee and Lessor covenant and agree that Lessee has not acquired and does not acquire the rights for the drilling of an underground gas or oil storage well. No well commenced by Lessee shall be converted to an underground gas or oil storage well without Lessor's written consent.

8. Lessee agrees to pay seven eighths (7/8th) of any increase in real estate or ad valorem taxes attributable to or resulting from assessment of the oil and gas within the leased premises.

9. No well shall be shut-in unless: (a) the shut-in is due to force majeure; (b) the shut-in is due to pipeline or equipment breakage, damage or malfunction; or (c) the shut-in is required because Lessee, in exercise of good faith and reasonable diligence, has been unable to secure a market for the production from such well. The shut-in status of any well shall persist only for so long as it is necessary to correct, through the exercise of good faith and due diligence, the condition giving rise to the shut-in of the well. No well shall be shut-in for the direct or indirect purpose of holding oil and/or gas reserves in place.

10. At such time as a well drilled on the leased premises commences producing and marketing natural gas, one and only one Lessor owning a residential dwelling located on the leased premises may elect, if not connecting for the use of natural gas as provided for in the lease, to receive "in lieu of" the allotment of natural gas, an annual cash payment of six hundred dollars (\$600). The "in lieu of" payment shall be prorated based on the number of months during the calendar year the gas was produced and marketed by Lessee. Such "in lieu of" payment shall be made annually by Lessee on or before the end of the first quarter of each subsequent calendar year. The election of Lessor to receive the "in lieu of" payment must be made to Lessee in writing and the beginning date of the "in lieu of" payment period shall be the first day of the calendar month following Lessee's receipt of such written notice. Lessor may only change its election to either connect for the use of gas or to receive the "in lieu of" payment herein described once during the term of the lease.

11. Paragraph 22 is amended to add: the initial one time delay rental payment of \$250.00 per acre equaling the sum of \$77,025.00 shall be paid within 90 days of the date Lease is signed by Lessor. Lessee shall conduct no activity on any of the properties leased hereunder, until said payment is made. The delay rental payment is not a prepaid royalty.

12. The Last sentence of paragraph 19 is deleted.

13. The Lessor and Lessee intend to be legally bound by the provisions of this oil and gas lease and its addendums.

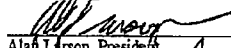
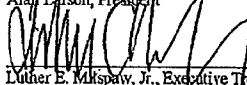
14. Transportation costs as in paragraph 4(b) shall be only the charges from the pipeline company transporting the gas from well(s) after they have left the pipelines of the Lessee.

15. All gas shall be sold by Lessee at the best possible price obtainable.

16. The laws and regulations of the Commonwealth of Pennsylvania shall govern the performance of both parties under this Oil and Gas Lease.

Signatures

RHCC, LLC


Alan Larson, President

Luther E. Mispaw, Jr., Executive Treasurer

WITNESS:

Print Name _____

GREAT LAKES ENERGY PARTNERS, L.L.C.


By: Mark A. Acree, Vice President - Land

CLEARFIELD COUNTY RECORDER OF DEEDS

Maurene E. Inlow, Recorder
Betty L. Lansberry - Chief Deputy
P.O. Box 361

1 North Second Street, Suite 103
Clearfield, Pennsylvania 16830

AFFIDAVIT No. 41343

***RETURN DOCUMENT TO:**
RESOURCES-APPALACHIA LLC

Instrument Number - 200808952
Recorded On 6/11/2008 At 12:01:43 PM
* Instrument Type - MEMORANDUM
* Total Pages - 4
Invoice Number - 187182
* Mortgagor - RHCC LLC
* Mortgagee - GREAT LAKES ENERGY PARTNERS LLC
* Customer - RESOURCES-APPALACHIA LLC

***FEES**

STATE WRIT TAX	\$0.50
RECORDING FEES -	\$13.00
RECORDER	
RECORDER IMPROVEMENT FUND	\$3.00
COUNTY IMPROVEMENT FUND	\$2.00
TOTAL PAID	\$18.50

I hereby CERTIFY that this document
is recorded in the Recorder's Office of
Clearfield County, Pennsylvania.



Maurene E. Inlow
Maurene E. Inlow
Recorder of Deeds

THIS IS A CERTIFICATION PAGE

Do Not Detach

THIS PAGE IS NOW PART OF THIS LEGAL DOCUMENT

* - Information denoted by an asterisk may change during the verification process and may not be reflected on this page.

MEMORANDUM OF OIL, GAS, AND COALBED METHANE LEASE

THIS MEMORANDUM OF LEASE, dated this 21st day of February, 2008, by and between RHCC, LLC, a Limited Liability Company, of 80 Larson Road, P. O. Box 96, Kylertown, PA 16847 hereinafter called Lessor (whether one or more), and GREAT LAKES ENERGY PARTNERS, L.L.C., whose address is 125 State Route 43, Hartville, Ohio 44632-0550 hereinafter referred to as "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 a certain lease between Lessor and Lessee dated February 21, 2008 (hereinafter referred to as the "Lease") does hereby grant, demise, lease and let exclusively unto Lessee the following described premises:

North by: lands of Woolridge Road (RHCC, LLC)

East by: lands of Barbara Eisenhauer et al

South by: lands of Small Tracts

West by: lands of Small Tracts; Rolling Stone Road (County National Bank (CNB)

Tax Parcel Number(s) 111-S6-00003-0000 (42.72 ac); 111-S6-00007-0000 (110.96);

111-S6-00009-0000 (45 ac & 10 ac)

Containing Two Hundred Eight and 68/100 (208.68) acres, more or less, and located in Covington Township, Clearfield County, Commonwealth of Pennsylvania, (hereinafter referred to as the "Premises") for the purpose of exploring for (including but not limited to, conducting seismic surveys), drilling, operating, producing and removing oil, gas, and/or coalbed methane gas and all the constituents thereof, and to transport by pipelines or otherwise across and through said lands oil, gas, coalbed methane gas and their constituents from the Premises, and of placing of tanks, equipment, roads, structures, and other appurtenant facilities thereon to procure and operate for the said products, together with the right to enter into and upon the Premises at all times for the aforesaid purposes. Title to the Premises was conveyed to Lessor by deed recorded in Volume/Book 200713927 in the Clearfield County Records.

2. TO HAVE AND TO HOLD the Premises for a term commencing February 21, 2008 and terminating five (5) years thereafter, which term may be extended pursuant to paragraph 19 of the lease, and so much longer thereafter as oil, gas, and/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, and/or coalbed methane gas as further set forth in the Lease, unless earlier terminated in accordance with the terms and provisions of the Lease.

3. The rental, covenants, provisions and conditions of the within Memorandum of Lease 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 of Lease shall likewise and to the same effect be amended, assigned or terminated, as the case may be.

5. This Memorandum of Lease is executed in simplified short form for the convenience of the parties and for the purpose of recording the same, and this Memorandum of Lease 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.

This instrument prepared by:
GREAT LAKES ENERGY PARTNERS, L.L.C.
125 State Route 43, PO Box 550
Hartville, OH 44632

00032

37033040

IN WITNESS WHEREOF, the parties hereto have set their hands to duplicates hereof the day and year first above written.

WITNESS:

Print Name _____

Print Name _____

LESSOR: RHCC, LLC

Alan Larson
Alan Larson, President

Luther E. Millspaw, Jr.
Luther E. Millspaw, Jr., Executive Treasurer

WITNESS:

Print Name _____

GREAT LAKES ENERGY PARTNERS, L.L.C.

Mark A. Acree
By: Mark A. Acree, Vice President - Land

CORPORATION ACKNOWLEDGEMENT

COMMONWEALTH OF PENNSYLVANIA)

COUNTY OF CLEARFIELD)

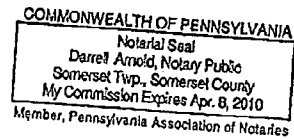
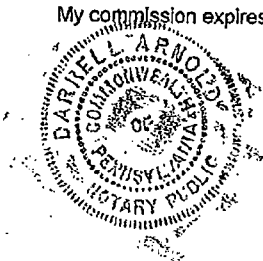
) SS:

On this, the 22 day of February, 2008, before me DARRELL C ARNOLD, the undersigned officer, personally appeared Alan Larson who acknowledged himself/herself to be the President of RHCC, LLC a Pennsylvania Limited Liability Company, and that he as such President, being authorized to do so, executed the foregoing instrument for the purposes therein contained by signing the name of the corporation by himself as President.

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

My commission expires:

Darrell Arnold
Notary Public



This instrument prepared by:
GREAT LAKES ENERGY PARTNERS, L.L.C.
125 State Route 43, PO Box 550
Hartsville, OH 44632

PLEASE RETURN TO:
RANGE RESOURCES - APPALACHIA, L.L.C.
125 STATE ROUTE 43
P.O. BOX 550
HARTVILLE, OHIO 44632 -

00033

37030210

CORPORATION ACKNOWLEDGEMENT

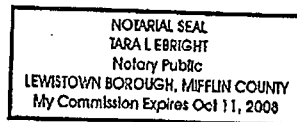
COMMONWEALTH OF PENNSYLVANIA)
) SS:
COUNTY OF ~~CLEARFIELD~~ Dauphin)

On this, the 21st day of February, 2008, before me Tara L. Ebright, the undersigned officer, personally appeared Luther E. Milspaw, Jr. who acknowledged himself to be the Executive Treasurer of RHCC, LLC a Pennsylvania Limited Liability Company, and that he as such Executive Treasurer, being authorized to do so, executed the foregoing Instrument for the purposes therein contained by signing the name of the corporation by himself as Executive Treasurer.

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

My commission expires:

Tara L. Ebright
Notary Public



CORPORATION ACKNOWLEDGEMENT

STATE OF OHIO)
) SS:
COUNTY OF PORTAGE)

On this, the 3rd day of June, 2008, before me Rosanne M. Moore, the undersigned officer, personally appeared Mark A. Acree who acknowledged himself to be the Vice President - Land of Great Lakes Energy Partners, L.L.C., a limited liability corporation, and that he as such Vice President - Land, being authorized to do so, executed the foregoing Instrument for the purposes therein contained by signing the name of the corporation by himself as Vice President - Land.

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

My commission expires:

Rosanne M. Moore



ROSANNE M MOORE
Notary Public, State of Ohio
My Commission Expires
May 14, 2012

This instrument prepared by:
GREAT LAKES ENERGY PARTNERS, L.L.C.
125 State Route 43, PO Box 550
Hartsville, OH 44632

00034

370330210

OIL, GAS AND COALBED METHANE LEASE

THIS AGREEMENT, made and entered into this 21st day of February, 2008, by and between RHCC, LLC a Limited Liability Company of 80 Larson Road, P. O. Box 96, Kylertown, PA 16847 Phone No. 814-345-5101 hereinafter called the Lessor, and GREAT LAK ENERGY PARTNERS, L.L.C., 125 State Route 43, P. O. Box 550, Hartsville, Ohio 44632 Phone No., (330) 877-6747, hereinafter called the Lessee, WITNESSETH:

1. That the Lessor, for and in consideration of Ten dollars (\$10.00) and other valuable consideration in hand paid by the Lessee, the receipt of which hereby acknowledged, and the covenants and agreements hereinafter contained, does hereby lease and let exclusively unto the Lessee, its successors or assigns, all that certain tract(s) of land hereinafter described, for the purpose of exploring for by geophysical, seismic, and other methods, drilling, operating, producing, removing and marketing oil, gas, and coalbed methane gas, and all associated hydrocarbons and all products produced therewith or which may be derived therefrom, along with 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, and of injecting and storing, air, gas, brine and other substances from any source and into any subsurface strata, other than potable water strata and workable coal strata (including but not limited to the right to inject into any wells on the leasehold property and to otherwise conduct such secondary or tertiary operations as may be required in the opinion of the Lessee), the right to conduct surveys (including seismic surveys) and transport by pipelines or otherwise across and through said lands oil, gas, and coalbed methane gas and their constituents from the subject and other lands regardless of the source of such production or the location of the wells, which right to transport production from other properties across the leasehold premises shall survive the term of this lease for so long as the transportation of such production may be desired by the Lessee, and of placing of tank equipment, roads and structures thereon to procure and operate for the said products, together with the right to enter into and upon the leased premises at any times for the aforesaid purposes.

Said land is situate in Covington Township/District, Clearfield County, Pennsylvania, bounded substantially by lands now and/or formerly owned

North by: lands of Woolridge Road (RHCC, LLC)

East by: lands of Barbara Kisenhauer et al

South by: lands of Small Tracts

West by: lands of Small Tracts: Rolling Stone Road (County National Bank (CNB))

Tax Parcel Number(s) 111-S6-00003-0000 (42.72 ac); 111-S6-00007-0000 (110.96); 111-S6-00009-0000 (45 ac & 10 ac)

being all the property owned by Lessor or to which the Lessor may have any rights in said Section/Lot/District or adjoining Sections/Lots/Districts containing Two Hundred Eight and 68/100 (208.68) acres, more or less, and being the property described in Deed Volume 200713927 of the Clearfield County Record of Deeds.

2. This lease shall continue in force and the rights granted hereunder be quietly enjoyed by the Lessee for a term of five (5) years and so much longer thereafter as oil, gas, and/or coalbed methane gas or their constituents are produced or are capable of being produced on the premises in paying quantities, the judgment of the Lessee, or as the premises shall be operated by the Lessee in the search for oil, gas, and/or coalbed methane gas and as provided in Paragraph 7 following.

3. This lease, however, shall become null and void and all rights of either party hereunder shall cease and terminate unless, within twelve months from the date hereof, a well shall be commenced on the premises, or unless the Lessee shall thereafter pay a delay rental of Ten Dollars (\$10.00) each year in advance until the commencement of a well. A well shall be deemed commenced when preparations for drilling have been commenced. It is stipulated that this lease shall not terminate for nonpayment of delay rentals unless Lessor first gives Lessee sixty (60) days written notice by registered mail of such nonpayment, and Lessee fails to tender such payment to Lessor within said sixty (60) day period.

4. In consideration of the premises the Lessee covenants and agrees:

(A) To deliver to the credit of the Lessor in tanks or pipelines, as royalty, free of cost, one-eighth (1/8) of all oil produced and saved from the premises, at Lessee's option to pay Lessor the market price for such one-eighth (1/8) royalty oil at the published rate for oil of like grade and gravity prevailing on the date such oil is sold into tanks or pipelines. Payment of royalty for oil marketed during any calendar month to be on or about the 60th day after receipt of such funds by the Lessee.

(B) To pay to the Lessor, as royalty for the oil, gas, and/or coalbed methane gas marketed and used off the premises and produced from each well drilled thereon, the sum of one-eighth (1/8) of the price paid to Lessee per thousand cubic feet of such oil, gas, and/or coalbed methane gas so marketed and used measured in accordance with Boyle's Law for the measurement of gas at varying pressures, on the basis of 10 ounces above 14.73 pounds atmospheric pressure, at a standard base temperature of 60 degrees Fahrenheit and stipulated flowing temperature of 60 degrees Fahrenheit, without allowance for temperature and barometric variations less any charges for transportation, dehydration and compression paid by Lessee to deliver the oil, gas, and/or coalbed methane gas for sale. Payment of royalty for oil, gas, and/or coalbed methane gas marketed during any calendar month to be on or about the 60th day after receipt of such funds by the Lessee.

(C) Lessee to deduct from payments in (A) and (B) above from receipts of proceeds by Lessee, Lessor's prorata share of any tax imposed by any government body.

(D) In the event Lessee does not sell the oil, gas, and/or coalbed methane gas to others, Lessor shall be paid on the basis of the lowest field market price paid by any public utility in the state at the well head for oil, gas, and/or coalbed methane gas of like kind and quality, and on the same basis that such utility would pay for such oil, gas, and/or coalbed methane gas, including any escalation in price that such utility would pay for such oil, gas, and/or coalbed methane gas as if a contract for the sale of same had been entered into at the time of initial production.

5. All money due under this lease shall be paid or tendered to the Lessor by check made payable to the order of and mailed to:

RHCC, LLC at P.O. BOX 96, KYLERTOWN, PA 16847

and the said named person shall continue as Lessor's agent to receive any and all sums payable under this lease regardless of changes in ownership in the premises, or in the oil, gas, and/or coalbed methane gas or their constituents, or in the rentals or royalties accruing hereunder until delivery to the Lessee of notice of change of ownership as hereinafter provided.

6. Lessor may, at Lessor's sole risk and cost, lay a pipeline to any one non-coalbed methane gas well on the premises, and take gas produced from said well for domestic use in one dwelling house on the leased premises, at Lessor's own risk, subject to the use and the right of abandonment of the well by Lessee, and subject to any curtailments or shut-in by any purchaser of the gas. The first two hundred thousand cubic feet of gas taken each year shall be free of cost, but all gas in excess of two hundred thousand cubic feet of gas taken in each year shall be paid for at the last published rates of the gas utility in town or area nearest to the leased premises or the field market rate, whichever is higher. Lessor to lay and maintain the pipeline and furnish regulators and other necessary equipment at Lessor's expense. Lessor shall also, at the request of Lessee, install a meter to measure said gas. This privilege is upon condition precedent that the Lessor shall subscribe to and be bound by the reasonable rules and regulations of the Lessee relating to the use of said domestic use gas, and Lessor shall maintain the said pipeline, regulators and equipment in good repair and free of all gas leaks and operate the same so as not to cause waste or unnecessary leaks of gas. If the Lessor shall take excess gas as aforesaid in any year and fail to pay for the same, the Lessee may deduct payment for such excess gas from any rentals or royalties accruing to the Lessor hereunder. Lessor acknowledges that he has been advised as to the risks inherent in the taking of gas in this manner, and Lessor agrees to assume all such risks whether same be caused by Lessor's lines or equipment, or whether same be caused by Lessee's equipment or well operation, and Lessor agrees to hold Lessee and the well operator and all parties in interest in any well on leasehold premises harmless from any claims of any nature whatsoever which may arise by the usage of gas from any such well by Lessor, his heirs, executors, administrators and assigns. The within right of domestic use gas shall not be assignable without the written consent of the Lessee. Lessor further agrees that upon the sale or transfer of the leasehold premises wherein someone other than the Lessor is entitled to take the gas under this Paragraph 6, L

the gas supply will be terminated by Lessee until the Seller of the property has received written consent to assign said domestic-use gas from Lessee. Buyer executes an agreement regarding the usage of the gas. In the absence of such an agreement and Lessee's written consent to assign said domestic-use gas under this provision shall terminate. Under no circumstances shall Lessor be entitled to use domestic-use gas from any well which produces methane gas from coal seams (coalbed methane).

7. In the event a well drilled hereunder is a dry hole and is plugged according to law, this lease shall become null and void and all rights of either party hereunder shall cease and terminate, unless within twelve (12) months from the date of the completion of the plugging of such well, the Lessee shall commence another well, or unless the Lessee after the termination of said twelve month period resumes the payment of delay rental as hereinabove provided.

8. In the event a well drilled hereunder is a producing well and the Lessee is unable to market the production therefrom, or should production cease from a producing well drilled on the premises, or should the Lessee desire to shut in producing wells, the Lessee agrees to pay the Lessor, commencing on the date one year from the completion of such producing well or the cessation of production, or the shutting in of producing wells, an advance royalty of \$1 per acre per year until production is marketed and sold off the premises or such well is plugged and abandoned according to law.

9. The consideration, land rentals or royalties paid and to be paid, as herein provided, are and will be accepted by the Lessor as adequate and full consideration for all the rights herein granted to the Lessee, and the further right of drilling or not drilling on the leased premises, whether to drill or not producing wells on adjacent or adjoining lands or otherwise, as the Lessee may elect.

10. Lessor hereby grants to the Lessee the right at any time to consolidate the leased premises or any part thereof or strata therein with other lands to form a oil, gas, and/or coalbed methane gas development unit of not more than 640 acres, or such larger unit as may be required by state law or regulation for the purpose of drilling a well thereon, but the Lessee shall in no event be required to drill more than one well on such unit. Any well drilled on such development unit whether or not located on the leased premises, shall nevertheless be deemed to be located upon the leased premises within the meaning of 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 provided, however, that only the owner of the lands on which such a non-coalbed methane gas well is located may take gas for use in one dwelling house on such owner's lands in accordance with the provisions of this lease, and provided further that the Lessor agrees to accept, in lieu of the one-eighth (1/8) oil, gas, and/or coalbed methane gas royalty hereinbefore provided, that proportion of such one-eighth (1/8) royalty which the acreage consolidated bears to the total number of acres comprising said development unit. The Lessee shall effect such consolidation by executing a declaration of consolidation with the same formality as this oil, gas, and/or coalbed methane gas lease setting forth the leases or portions thereof consolidated, the royalty distribution to be paid to the Lessor at the address hereinabove set forth unless the Lessee is furnished with another address. If the well on said development unit shall thereafter be shut in, the well rental for shut-in royalty hereinbefore provided for such use shall be payable to the owners of the parcels of land comprising said unit in proportion that the acreage of each parcel bears to the entire acreage consolidated. Lessee shall have the right to amend, alter or correct any such consolidation at any time in the same manner as herein provided.

11. In case the Lessor owns a less interest in the above described premises than the entire and undivided fee simple therein, then the royalties and rent herein provided for shall be paid to the Lessor only in the proportion which such interest bears to the whole and undivided fee. If said land is owned by two or more parties, or the ownership of any interest therein should hereafter be transferred by sale, devise or operation of law, said land, nevertheless, may be held, developed and operated as an entirety, and the rentals and royalties shall be divided among and paid to such several owners in the proportion that the acreage owned by each such owner bears to the entire leased acreage.

12. No change of ownership in the leased premises or in the rentals or royalties hereunder shall be binding on the Lessee until after notice to the Lessor by delivery of notice in writing duly signed by the parties to the instrument of conveyance or assignment and delivery of a duly certified copy thereof to the Lessee.

13. Lessee shall have the right to assign and transfer the within lease in whole or in part, and Lessor waives notice of any assignment or transfer of the within lease. Failure of payment of rental or royalty on any part of this lease shall not void this lease as to any other part. Lessor agrees that when and if the within lease is assigned, the Lessee herein shall have no further obligations hereunder. The Lessor further grants to the Lessee, for the protection of the Lessee's interest hereunder, the right to pay and satisfy any claim or lien against the Lessor's interest in the premises as herein leased and thereupon become subrogated to the rights of such claimant or lien holder, and the right to direct payment of all rentals and royalties to apply on the payment of any existing liens on the premises.

14. Lessee shall bury, when so requested by the Lessor, all pipelines used to conduct oil, gas, and/or coalbed methane gas to, on, through and off the premises and pay all damages to growing crops and drainage tiles and/or other artificial drainage fixture caused by operations under this lease. Lessee agrees to restore the premises in accordance with state laws. Any damages if not mutually agreed upon, to be ascertained and determined by three disinterested persons, one thereof to be appointed by the Lessor, one by the Lessee, and the third by the two so appointed, and the award of such three persons shall be final and conclusive and binding on all parties. Each party shall pay the cost of their appraiser and shall share the cost of the third appraiser. Arbitration shall be mandatory. No well shall be drilled within 200 feet of any existing barn or dwelling.

15. 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 structures shall be erected or moved on a location within one hundred feet (100') of a well or tank battery, or within twenty-five feet (25') of Lessee pipelines.

16. Lessee shall have the privilege of using sufficient oil, gas, coalbed methane gas, water, and/or minerals for operating on the premises and the right any time during or after the expiration of this lease to remove all pipe, well casing, machinery, equipment or fixtures placed on the premises. The Lessee shall have the right to surrender this lease or any portion thereof by written notice to the Lessor describing the portion which it elects to surrender, or returning the lease to the Lessor with the endorsement of surrender thereof, or by recording the surrender or partial surrender of this lease, any of which shall be a full and legal surrender of this lease as to all of the premises or such portion thereof as the surrender shall indicate and a cancellation of all liability under the same of each and all parties hereto relating in any way to the portion or all the premises indicated on said surrender, and the land rent hereinbefore set forth shall be reduced in proportion to the acreage surrendered.

17. In the event the Lessee is unable to perform any of the acts to be performed by the Lessee by reason of force majeure, including but not limited to acts of God, strikes, riots and governmental restrictions including but not limited to restrictions on the use of roads, this lease shall nevertheless remain in full force and effect until the Lessee can perform said act or acts and in no event shall the within lease expire for a period of ninety days after the termination of any force majeure.

18. In the event Lessor considers that Lessee has not complied with any of its obligations hereunder, either express or implied, Lessor shall notify Lessee in writing setting out specifically in what respects Lessee has breached this contract. Lessee shall then have thirty (30) days after receipt of said notice within which to meet or commence to meet all or any part of the breaches alleged by Lessor. The service of said notice shall be precedent to the bringing of any action by Lessor on said lease for any cause, and no such action shall be brought until the lapse of thirty (30) 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 all its obligations hereunder.

19. In consideration of the acceptance of this lease by the Lessee, the Lessor agrees for himself and his heirs, successors and assigns, that no other lease for the minerals covered by this lease shall be granted by the Lessor during the term of this lease or any extension or renewal thereof granted to the Lessee hereunder. Upon the expiration of this lease and within sixty (60) days thereafter, Lessor grants to Lessee an option to extend or renew under similar terms a like lease.

dm *AL*

CORPORATION ACKNOWLEDGMENT

STATE OF OHIO

COUNTY OF PORTAGE

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On this, the 3RD day of June, 2008 before me Rosanne M. Moore, the undersigned officer, personally appeared Mark A. Acree, who acknowledged himself to be the Vice President - Land of Great Lakes Energy Partners, L.L.C., a limited liability corporation and that he as such Vice President - Land, being authorized to do so, executed the foregoing instrument for the purposes therein contained by signing the name of the corporation by himself as Vice President - Land.

In witness whereof, I hereunto set my hand and official seal.

My Commission Expires:



ROSANNE M MOORE
Notary Public, State of Ohio
My Commission Expires
May 14, 2012

Rosanne M. Moore
Notary Public

Rosanne M. Moore
Print Name

00037

MAIL TO:
Great Lakes Energy Partners, L.L.C.
125 State Route 43, P.O. Box 550
Hartsville, Ohio 44632
Revised 12/21/05

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20. Lessor hereby warrants that Lessor is not currently receiving any bonus, rental, production royalty as the result of any prior oil and gas lease covering any or all of the subject premises, and that there are no commercially producing wells currently existing on the subject premises, or upon other lands within the boundaries of a drilling or production unit utilizing all or a part of the subject premises.

21. All covenants and conditions between the parties hereto shall extend to their heirs, personal representatives, successors and assigns, and the Lessee hereby warrants and agrees to defend the title to the lands herein described. It is mutually agreed that this instrument contains and expresses all of the agreements and understandings of the parties in regard to the subject matter thereof, and no implied covenant, agreement or obligation shall be read into the agreement 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, gas, and/or coalbed methane gas leased herein and such other documents relating to the sale of production as may be required by Lessee or others. Lessor grants Lessee a power of attorney to execute indemnifying division orders for the sale of oil, gas, and/or coal methane gas.

22. Lessee agrees to pay in advance Two Hundred Fifty (\$250.00) dollars per acre as a one time delay rental payment of Lessor for the primary term of this lease; this is a "Paid-Up" Lease.

23. See ADDENDUM attached hereto and made a part hereof for additional provisions to this lease.

IN WITNESS WHEREOF the Lessors have hereunder set their hands.

Signed and acknowledged in the presence of:

RHCC, LLC

Signatures

Alan Larson, President

Luther E. Milspaw, Jr., Executive Treasurer

WITNESS:

Print Name

GREAT LAKES ENERGY PARTNERS, L.L.C.

By: Mark A. Acree, Vice President - Land

CORPORATION ACKNOWLEDGEMENT

COMMONWEALTH OF PENNSYLVANIA

: SS

COUNTY OF CLEARFIELD

On this, the 22 day of February, 2008, before me DARRELL ARNOLD the undersigned officer, personally appeared Alan Larson, who acknowledged himself to be the President of RHCC, LLC, a corporation, and that he such President, being authorized to do so, executed the foregoing instrument for the purposes therein contained by signing the name of the corporation himself as President.

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

Notary Public
COMMONWEALTH OF PENNSYLVANIA
Notarial Seal
Darrell Arnold, Notary Public
Somerset Twp., Somerset County
My Commission Expires Apr. 8, 2019
Member, Pennsylvania Association of Notaries

CORPORATION ACKNOWLEDGEMENT

COMMONWEALTH OF PENNSYLVANIA

: SS

COUNTY OF Monroe

On this, the 21st day of February, 2008, before me Tara L. Ebbright the undersigned officer, personally appeared Luther E. Milspaw, Jr., who acknowledged himself to be the Executive Treasurer of RHCC, LLC, a corporation, and that he as such Executive Treasurer, being authorized to do so, executed the foregoing instrument for the purposes therein contained signing the name of the corporation by himself as Executive Treasurer.

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

My Commission Expires:

NOTARIAL SEAL
TARA L. EBBRIGHT
Notary Public
LEWISTOWN BOROUGH, MIFFLIN COUNTY
My Commission Expires Oct 11, 2008

This instrument was prepared by: GREAT LAKES ENERGY PARTNERS, L.L.C., 125 State/ Route 43, P. O. Box 550, Hartsville, Ohio 44632
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ADDENDUM

Attached to and made a part of that certain OIL, GAS AND COALBED METHANE LEASE Dated February 21, 2008 by and between RHCC, LLC, a Limited Liability Company, and GREAT LAKES ENERGY PARTNERS, L.L.C.

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

This is an oil and gas lease only, and not a coal bed methane lease.

1. The location of any well(s) to be drilled on the lease premises shall be approved by the Lessor or one of their representatives in writing prior to location thereof. Such approval shall not be unreasonably withheld or delayed.
2. Lessee agrees that any necessary pipelines, tank batteries, separators or compressors shall be placed on the leased premises only if they are in conjunction with Lessor's well(s) and production. No roads from adjacent properties shall be constructed on the leased premises without Lessor's written consent. Any other equipment or pipelines for other producing wells, desired by Lessee to be installed on the leased premises, shall be approved by Lessor in writing unless provided for under a separate agreement.
3. Upon the expiration of the primary term of the lease, the right to explore and drill for oil, gas and other hydrocarbon substances shall terminate, except Lessee may thereafter retain and operate all wells then producing oil, gas and other hydrocarbons. Lessee shall determine the amount of acres necessary to be held by either a vertical well(s) or a horizontal well(s), after well(s) have been completed, or that portion of the leased premises unitized with other lands, for any wells drilled on the leased premises during the term of the lease. On any portion of the leased premises that has terminated or been released by Lessee pursuant to this clause, Lessee, for itself, its successors and assigns, hereby reserves the right to use, maintain, operate, replace, remove and relocate any of its facilities, including but not limited to roadways, pipelines, and tank batteries, installed thereon for Lessee's wells. The rights for such facilities shall remain subject to the terms and conditions of the Lease. Lessor shall grant Lessee the appropriate right of way or easement to cover Lessee's continued use of the leased premises for such purpose.
4. Lessee agrees to notify Lessor at least twenty (20) days prior to commencing any construction activities on the leased premises to allow for Lessor's removal of marketable timber in the area(s) identified by Lessee for the proposed operations hereunder. Should Lessor choose not to remove such marketable timber, Lessee may remove said timber from the proposed operations area. Lessor shall then: (a) request Lessee to pay Lessor the value of any such marketable timber as damages at the prevailing stump price for the local area as determined by an independent timber appraiser, said marketable timber shall then become the property of Lessee and removed from the leased premises, OR (b) Lessor may request that Lessee stack the marketable timber on the leased premises at a mutually agreeable location in close proximity to the construction site, said marketable timber shall remain the property of Lessor."
5. Lessor shall approve, in writing, the unitization of any portion of the leased premises with other leases, except when Lessee determines that the well, in order to be economically feasible, must be located within the minimum required spacing and/or distance to a property line of the leased premises, as set forth by the rules and regulations of the State/ Commonwealth. Such approval shall not be unreasonably withheld or delayed.
6. Any and all pipeline laid by Lessee shall be buried to a minimum depth of thirty-two (32) inches below ground level with the exception of any necessary above ground appurtenances.
7. Lessee and Lessor covenant and agree that Lessee has not acquired and does not acquire the rights for the drilling of an underground gas or oil storage well. No well commenced by Lessee shall be converted to an underground gas or oil storage well without Lessor's written consent.

8. Lessee agrees to pay seven eighths (7/8th) of any increase in real estate or ad valorem taxes attributable to or resulting from assessment of the oil and gas within the leased premises.

9. No well shall be shut-in unless: (a) the shut-in is due to force majeure; (b) the shut-in is due to pipeline or equipment breakage, damage or malfunction; or (c) the shut-in is required because Lessee, in exercise of good faith and reasonable diligence, has been unable to secure a market for the production from such well. The shut-in status of any well shall persist only for so long as it is necessary to correct, through the exercise of good faith and due diligence, the condition giving rise to the shut-in of the well. No well shall be shut-in for the direct or indirect purpose of holding oil and/or gas reserves in place.

10. At such time as a well drilled on the leased premises commences producing and marketing natural gas, one and only one Lessor owning a residential dwelling located on the leased premises may elect, if not connecting for the use of natural gas as provided for in the lease, to receive "in lieu of" the allotment of natural gas, an annual cash payment of six hundred dollars (\$600). The "in lieu of" payment shall be prorated based on the number of months during the calendar year the gas was produced and marketed by Lessee. Such "in lieu of" payment shall be made annually by Lessee on or before the end of the first quarter of each subsequent calendar year. The election of Lessor to receive the "in lieu of" payment must be made to Lessee in writing and the beginning date of the "in lieu of" payment period shall be the first day of the calendar month following Lessee's receipt of such written notice. Lessor may only change its election to either connect for the use of gas or to receive the "in lieu of" payment herein described once during the term of the lease.

11. Paragraph 22 is amended to add: the initial one time delay rental payment of \$250.00 per acre equaling the sum of \$52,170.00 shall be paid within 90 days of the date Lease is signed by Lessor. Lessee shall conduct no activity on any of the properties leased hereunder, until said payment is made. The delay rental payment is not a prepaid royalty.

12. The Last sentence of paragraph 19 is deleted.

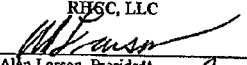
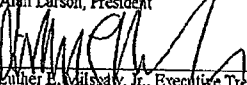
13. The Lessor and Lessee intend to be legally bound by the provisions of this oil and gas lease and its addendums.

14. Transportation costs as in paragraph 4(b) shall be only the charges from the pipeline company transporting the gas from well(s) after they have left the pipelines of the Lessee.

15. All gas shall be sold by Lessee at the best possible price obtainable.

16. The laws and regulations of the Commonwealth of Pennsylvania shall govern the performance of both parties under this Oil and Gas Lease.

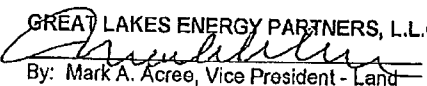
Signatures

RHSC, LLC

Alan Larson, President

Luther E. Wilsey, Jr., Executive Treasurer

WITNESS:

Print Name _____

GREAT LAKES ENERGY PARTNERS, L.L.C.


By: Mark A. Acree, Vice President - Land

CLEARFIELD COUNTY RECORDER OF DEEDS

Maurene E. Inlow, Recorder
Betty L. Lansberry - Chief Deputy
P.O. Box 361

1 North Second Street, Suite 103
Clearfield, Pennsylvania 16830

AFFIDAVIT No: 41344

***RETURN DOCUMENT TO:**
RESOURCES-APPALACHIA LLC

Instrument Number - 200808953
Recorded On 6/11/2008 At 12:01:44 PM
* Instrument Type - MEMORANDUM
* Total Pages - 4
Invoice Number - 187182
* Mortgagor - RHCC LLC
* Mortgagee - GREAT LAKES ENERGY PARTNERS LLC
* Customer - RESOURCES-APPALACHIA LLC

*** FEES**
STATE WRIT TAX \$0.50
RECORDING FEES - \$13.00
RECORDER
RECORDER IMPROVEMENT FUND \$3.00
COUNTY IMPROVEMENT FUND \$2.00
TOTAL PAID \$18.50

I hereby CERTIFY that this document
is recorded in the Recorder's Office of
Clearfield County, Pennsylvania.



Maurene E. Inlow
Maurene E. Inlow
Recorder of Deeds

THIS IS A CERTIFICATION PAGE

Do Not Detach

THIS PAGE IS NOW PART OF THIS LEGAL DOCUMENT

* - Information denoted by an asterisk may change during the verification process and may not be reflected on this page.

MEMORANDUM OF OIL, GAS, AND COALBED METHANE LEASE

THIS MEMORANDUM OF LEASE, dated this 21st day of February, 2008, by and between RHCC, LLC, a Limited Liability Company, of 80 Larson Road, P. O. Box 96, Kylertown, PA 16847 hereinafter called Lessor (whether one or more), and GREAT LAKES ENERGY PARTNERS, L.L.C., whose address is 125 State Route 43, Hartville, Ohio 44632-0550 hereinafter referred to as "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 a certain lease between Lessor and Lessee dated February 21, 2008 (hereinafter referred to as the "Lease") does hereby grant, demise, lease and let exclusively unto Lessee the following described premises:

North by: lands of Carole Rees; Larry Funt

East by: lands of Ronald Miller etux; Willard Rougeux; Ronald Miller etux; Phillip Reese

South by: lands of Donald Schreder etal; Donna Perez etal

West by: lands of Kenneth Bowman

Tax Parcel Number(s) 111-Q5-00081-0000 & 111-Q5-00082.1-0000 (48.09 ac and 24.875 ac and 52.15 ac)

Containing One Hundred Twenty-Five and 12/100 (125.12) acres, more or less, and located in Covington Township, Clearfield County, Commonwealth of Pennsylvania, (hereinafter referred to as the "Premises") for the purpose of exploring for (including but not limited to, conducting seismic surveys), drilling, operating, producing and removing oil, gas, and/or coalbed methane gas and all the constituents thereof, and to transport by pipelines or otherwise across and through said lands oil, gas, coalbed methane gas and their constituents from the Premises, and of placing of tanks, equipment, roads, structures, and other appurtenant facilities thereon to procure and operate for the said products, together with the right to enter into and upon the Premises at all times for the aforesaid purposes. Title to the Premises was conveyed to Lessor by deed recorded in Volume/Book 200713927 in the Clearfield County Records.

2. TO HAVE AND TO HOLD the Premises for a term commencing February 21, 2008 and terminating five (5) years thereafter, which term may be extended pursuant to paragraph 19 of the lease, and so much longer thereafter as oil, gas, and/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, and/or coalbed methane gas as further set forth in the Lease, unless earlier terminated in accordance with the terms and provisions of the Lease.

3. The rental, covenants, provisions and conditions of the within Memorandum of Lease 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 of Lease shall likewise and to the same effect be amended, assigned or terminated, as the case may be.

5. This Memorandum of Lease is executed in simplified short form for the convenience of the parties and for the purpose of recording the same, and this Memorandum of Lease 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.

This instrument prepared by:
GREAT LAKES ENERGY PARTNERS, L.L.C.
125 State Route 43, PO Box 550
Hartville, OH 44632

IN WITNESS WHEREOF, the parties hereto have set their hands to duplicates hereof the day and year first above written.

WITNESS:

LESSOR: RHCC, LLC

Print Name _____

Alan Larson
Alan Larson, President

Print Name _____

Luther E. Milspaw, Jr.
Luther E. Milspaw, Jr., Executive Treasurer

WITNESS:

GREAT LAKES ENERGY PARTNERS, L.L.C.

Print Name _____

Mark A. Acree
By: Mark A. Acree, Vice President - Land

CORPORATION ACKNOWLEDGEMENT

COMMONWEALTH OF PENNSYLVANIA)

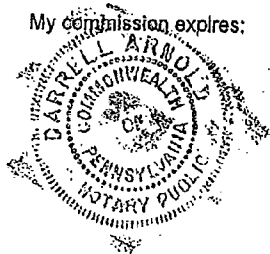
COUNTY OF CLEARFIELD)

SS:

On this, the 22 day of February, 2008, before me DARRELL ARNOLD, the undersigned officer, personally appeared Alan Larson who acknowledged himself/herself to be the President of RHCC, LLC a Pennsylvania Limited Liability Company, and that he as such President, being authorized to do so, executed the foregoing instrument for the purposes therein contained by signing the name of the corporation by himself as President.

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

My commission expires:



Darrell Arnold
Notary Public

COMMONWEALTH OF PENNSYLVANIA

Notarial Seal
Darrell Arnold, Notary Public
Somerset Twp., Somerset County
My Commission Expires Apr. 8, 2010
Member, Pennsylvania Association of Notaries

This instrument prepared by:
GREAT LAKES ENERGY PARTNERS, L.L.C.
125 State Route 43, PO Box 550
Hartsville, OH 44632

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CORPORATION ACKNOWLEDGEMENT

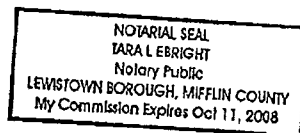
COMMONWEALTH OF PENNSYLVANIA)
COUNTY OF ~~CLEARFIELD~~ Dauphin) SS:

On this, the 21st day of February, 2008, before me Tara L. Ebright, the undersigned officer, personally appeared Luther E. Milspaw, Jr. who acknowledged himself to be the Executive Treasurer of RHCC, LLC a Pennsylvania Limited Liability Company, and that he as such Executive Treasurer, being authorized to do so, executed the foregoing instrument for the purposes therein contained by signing the name of the corporation by himself as Executive Treasurer.

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

My commission expires:

Tara L. Ebright
Notary Public



CORPORATION ACKNOWLEDGEMENT

STATE OF OHIO)
COUNTY OF PORTAGE) SS:

On this, the 3RD day of June, 2008, before me Rosanne M. Moore, the undersigned officer, personally appeared Mark A. Acree who acknowledged himself ~~herself~~ to be the Vice President - Land of Great Lakes Energy Partners, L.L.C., a limited liability corporation, and that he as such Vice President - Land, being authorized to do so, executed the foregoing instrument for the purposes therein contained by signing the name of the corporation by himself as Vice President - Land.

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

My commission expires:

Rosanne M. Moore



ROSANNE M MOORE
Notary Public, State of Ohio
My Commission Expires
May 14, 2012

This instrument prepared by:
GREAT LAKES ENERGY PARTNERS, L.L.C.
125 State Route 43, PO Box 530
Hartsville, OH 44632

PLEASE RETURN TO:
RANGE RESOURCES - APPALACHIA, LLC
115 STATE ROUTE 43
P.O. BOX 530
HARTVILLE, OHIO 44632

00044

370330211

OIL, GAS AND COALBED METHANE LEASE

THIS AGREEMENT, made and entered into this 21st day of February, 2008, by and between RHCC, LLC a Limited Liability Company of 80 Larson Road, P. O. Box 96, Kylertown, PA 16847 Phone No. 814-345-5101 hereinafter called the Lessor, and GREAT LAK ENERGY PARTNERS, L.L.C., 125 State Route 43, P. O. Box 550, Hartsville, Ohio 44632 Phone No., (330) 877-6747, hereinafter called the Lessee, WITNESSETH:

1. That the Lessor, for and in consideration of Ten dollars (\$10.00) and other valuable consideration in hand paid by the Lessee, the receipt of which hereby acknowledged, and the covenants and agreements hereinafter contained, does hereby lease and let exclusively unto the Lessee, its successors and assigns, all that certain tract(s) of land hereinafter described, for the purpose of exploring for by geophysical, seismic, and other methods, drilling, operating, producing, removing and marketing oil, gas, and coalbed methane gas, and all associated hydrocarbons and all products produced therewith or which may be derived therefrom, along with 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, and of injecting and storing, air, gas, brine and other substances from any source and into any subsurface strata, other than potable water strata and workable coal strata (including but not limited to the right to inject into any wells on the leasehold property and to otherwise conduct such secondary or tertiary operations as may be required in the opinion of the Lessee), the right to conduct surveys (including seismic surveys) and transport by pipelines or otherwise across and through said lands oil, gas, and coalbed methane gas and their constituents from the subject and other leased premises shall survive the term of this lease for so long as the transportation of such production may be desired by the Lessee, and of placing of tank equipment, roads and structures thereon to procure and operate for the said products, together with the right to enter into and upon the leased premises at times for the aforesaid purposes.

Said land is situate in Coryngton Township/District, Clearfield County, Pennsylvania, bounded substantially by lands now and/or formerly owned as follows:

North by: lands of Carole Rees; Larry Funt
East by: lands of Ronald Miller et ux; Willard Rougeux; Ronald Miller et ux; Phillip Reese
South by: lands of Donald Schreder et al; Donna Perez et al
West by: lands of Kenneth Bowman

Tax Parcel Number(s) 111-Q5-00081-0000 & 111-Q5-00082-1-0000 (48.09 ac and 24.875 ac and 52.15 ac)

being all the property owned by Lessor or to which the Lessor may have any rights in said Section/Lot/District or adjoining Sections/Lots/Districts containing One Hundred Twenty-Five and 12/100 (125.12) acres, more or less, and being the property described in Deed Volume 200713927 of Clearfield County Record of Deeds.

2. This lease shall continue in force and the rights granted hereunder be quietly enjoyed by the Lessee for a term of five (5) years and so much longer thereafter as oil, gas, and/or coalbed methane gas or their constituents are produced or are capable of being produced on the premises in paying quantities, the judgment of the Lessee, or as the premises shall be operated by the Lessee in the search for oil, gas, and/or coalbed methane gas and as provided Paragraph 7 following.

3. This lease, however, shall become null and void and all rights of either party hereunder shall cease and terminate unless, within twelve months from the date hereof, a well shall be commenced on the premises, or unless the Lessee shall thereafter pay a delay rental of Ten Dollars (\$10.00) each year payments to be made annually until the commencement of a well. A well shall be deemed commenced when preparations for drilling have been commenced. It is stipulated that this lease shall not terminate for nonpayment of delay rentals unless Lessor first gives Lessee sixty (60) days written notice by registered mail of such nonpayment, and Lessee fails to tender such payment to Lessor within said sixty (60) day period.

4. In consideration of the premises the Lessee covenants and agrees:

(A) To deliver to the credit of the Lessor in tanks or pipelines, as royalty, free of cost, one-eighth (1/8) of all oil produced and saved from the premises, at Lessee's option to pay Lessor the market price for such one-eighth (1/8) royalty oil at the published rate for oil of like grade and gravity prevailing on the date such oil is sold into tanks or pipelines. Payment of royalty for oil marketed during any calendar month to be on or about the 60th day after receipt of such funds by the Lessee.

(B) To pay to the Lessor, as royalty for the oil, gas, and/or coalbed methane gas marketed and used off the premises and produced from each well drilled thereon, the sum of one-eighth (1/8) of the price paid to Lessee per thousand cubic feet of such oil, gas, and/or coalbed methane gas so marketed and as measured in accordance with Boyle's Law for the measurement of gas at varying pressures, on the basis of 10 ounces above 14.73 pounds atmospheric pressure, at a standard base temperature of 60 degrees Fahrenheit and stipulated flowing temperature of 60 degrees Fahrenheit, without allowance for temperature and barometric variations less any charges for transportation, dehydration and compression paid by Lessee to deliver the oil, gas, and/or coalbed methane gas for sale. Payment of royalty for oil, gas, and/or coalbed methane gas marketed during any calendar month to be on or about the 60th day after receipt of such funds by the Lessee.

(C) Lessee to deduct from payments in (A) and (B) above from receipts of proceeds by Lessee, Lessor's prorata share of any tax imposed by a government body.

(D) In the event Lessee does not sell the oil, gas, and/or coalbed methane gas to others, Lessor shall be paid on the basis of the lowest field market price paid by any public utility in the state at the well head for oil, gas, and/or coalbed methane gas of like kind and quality, and on the same basis that such utility would pay for such oil, gas, and/or coalbed methane gas, including any escalation in price that such utility would pay for such oil, gas, and/or coalbed methane gas as if a contract for the sale of same had been entered into at the time of initial production.

5. All money due under this lease shall be paid or tendered to the Lessor by check made payable to the order of and mailed to:

RHCC, LLC at P. O. BOX 96, KYLERTOWN, PA 16847

and the said named person shall continue as Lessor's agent to receive any and all sums payable under this lease regardless of changes in ownership in the premises, or in the oil, gas, and/or coalbed methane gas or their constituents, or in the rentals or royalties accruing hereunder until delivery to the Lessee of notice of change of ownership as hereinafter provided.

6. Lessor may, at Lessor's sole risk and cost, lay a pipeline to any one non-coalbed methane gas well on the premises, and take gas produced from said well for domestic use in one dwelling house on the leased premises, at Lessor's own risk, subject to the use and the right of abandonment of the well by the Lessee, and subject to any curtailments or shut-in by any purchaser of the gas. The first two hundred thousand cubic feet of gas taken each year shall be free of cost, but all gas in excess of two hundred thousand cubic feet of gas taken in each year shall be paid for at the last published rates of the gas utility in the town or area nearest to the leased premises or the field market rate, whichever is higher. Lessor to lay and maintain the pipeline and furnish regulators and other necessary equipment at Lessor's expense. Lessor shall also, at the request of Lessee, install a meter to measure said gas. This privilege is upon condition precedent that the Lessor shall subscribe to and be bound by the reasonable rules and regulations of the Lessee relating to the use of said domestic use gas, and Lessor shall maintain the said pipeline, regulators and equipment in good repair and free of all gas leaks and operate the same so as not to cause waste or unnecessary leaks of gas. If the Lessor shall take excess gas as aforesaid in any year and fail to pay for the same, the Lessee may deduct payment for such excess gas from any rentals or royalties accruing to the Lessor hereunder. Lessor acknowledges that he has been advised as to the risks inherent in the taking of gas in this manner, and Lessor agrees to assume all such risks whether same be caused by Lessor's lines or equipment, or whether same be caused by Lessee's equipment or well operation; and Lessor agrees to hold Lessee and the well operator and all parties in interest in any well on the leasehold premises harmless from any claims of any nature whatsoever which may arise by the usage of gas from any such well by Lessor, his heirs, executors, administrators and assigns. The within right of domestic use gas shall not be assignable without the written consent of the Lessee. Lessor further agrees that upon the sale or transfer of the leasehold premises wherein someone other than the Lessor is entitled to take the gas under this Paragraph 6, L

the gas supply will be terminated by Lessee until the Seller of the property has received written consent to assign said domestic-use gas from Lessee. Buyer executes an agreement regarding the usage of the gas. In the absence of such an agreement and Lessee's written consent to assign said domestic-use gas, domestic-use gas under this provision shall terminate. Under no circumstances shall Lessor be entitled to use domestic-use gas from any well which produces methane gas from coal seams (coalbed methane).

7. In the event a well drilled hereunder is a dry hole and is plugged according to law, this lease shall become null and void and all rights of either party hereunder shall cease and terminate, unless within twelve (12) months from the date of the completion of the plugging of such well, the Lessee shall commence another well, or unless the Lessee after the termination of said twelve month period resumes the payment of delay rental as hereinabove provided.

8. In the event a well drilled hereunder is a producing well and the Lessee is unable to market the production therefrom, or should production cease for a producing well drilled on the premises, or should the Lessee desire to shut in producing wells, the Lessee agrees to pay the Lessor, commencing on date one year from the completion of such producing well or the cessation of production, or the shutting in of producing wells, an advance royalty of \$1 per acre per year until production is marketed and sold off the premises or such well is plugged and abandoned according to law.

9. The consideration, land rentals or royalties paid and to be paid, as herein provided, are and will be accepted by the Lessor as adequate and in consideration for all the rights herein granted to the Lessee, and the further right of drilling or not drilling on the leased premises, whether to drill or to produce producing wells on adjacent or adjoining lands or otherwise, as the Lessee may elect.

10. Lessor hereby grants to the Lessee the right at any time to consolidate the leased premises or any part thereof or strata therein with other lands to form an oil, gas, and/or coalbed methane gas development unit of not more than 640 acres, or such larger unit as may be required by state law or regulation for the purpose of drilling a well thereon, but the Lessee shall in no event be required to drill more than one well on such unit. Any well drilled on such development 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. However, that only the owner of the lands on which such a non-coalbed methane gas well is located may take gas for use in one dwelling house on such owner's lands in accordance with the provisions of this lease, and provided further that the Lessor agrees to accept, in lieu of the one-eighth (1/8) of total number of acres comprising said development unit. The Lessee shall effect such consolidation by executing a declaration of consolidation with the same formality as this oil, gas, and/or coalbed methane gas lease setting forth the leases or portions thereof consolidated, the royalty distribution a recording the same in the recorder's office at the courthouse in the county in which the leased premises are located and by mailing a copy thereof to the Lessor at the address hereinabove set forth unless the Lessee is furnished with another address. If the well on said development unit shall thereafter be shut in, the well rental for shut-in royalty hereinbefore provided for such use shall be payable to the owners of the parcels of land comprising said unit in proportion that the acreage of each parcel bears to the entire acreage consolidated. Lessee shall have the right to amend, alter or correct any such consolidation at any time in the same manner as herein provided.

11. In case the Lessor owns a less interest in the above described premises than the entire and undivided fee simple therein, then the royalties and rent herein provided for shall be paid to the Lessor only in the proportion which such interest bears to the whole and undivided fee. If said land is owned by two or more parties, or the ownership of any interest therein should hereafter be transferred by sale, devise or operation of law, said land, nevertheless, may be held, developed and operated as an entirety, and the rentals and royalties shall be divided among and paid to such several owners in the proportion that the acreage owned by each such owner bears to the entire leased acreage.

12. No change of ownership in the leased premises or in the rentals or royalties hereunder shall be binding on the Lessee until after notice to the Lessor by delivery of notice in writing duly signed by the parties to the instrument of conveyance or assignment and delivery of a duly certified copy thereof to the Lessee.

13. Lessee shall have the right to assign and transfer the within lease in whole or in part, and Lessor waives notice of any assignment or transfer of the within lease. Failure of payment of rental or royalty on any part of this lease shall not void this lease as to any other part. Lessor agrees that when and if the within lease is assigned, the Lessee herein shall have no further obligations hereunder. The Lessor further grants to the Lessee, for the protection of the Lessee's interest hereunder, the right to pay and satisfy any claim or lien against the Lessor's interest in the premises as herein leased and thereupon become subrogated to the rights of such claimant or lien holder, and the right to direct payment of all rentals and royalties to apply on the payment of any existing liens on the premises.

14. Lessee shall bury, when so requested by the Lessor, all pipelines used to conduct oil, gas, and/or coalbed methane gas to, on, through and off the premises and pay all damages to growing crops and drainage tiles and/or other artificial drainage fixture caused by operations under this lease. Lessee agrees to restore the premises in accordance with state laws. Any damages if not mutually agreed upon, to be ascertained and determined by three disinterested persons, one thereof to be appointed by the Lessor, one by the Lessee, and the third by the two so appointed, and the award of such three persons shall be final and conclusive and binding on all parties. Each party shall pay the cost of their appraiser and shall share the cost of the third appraiser. Arbitration shall be mandatory. No well shall be drilled within 200 feet of any existing barn or dwelling.

15. 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 structures shall be erected or moved on a location within one hundred feet (100') of a well or tank battery, or within twenty-five feet (25') of Lessee's pipelines.

16. Lessee shall have the privilege of using sufficient oil, gas, coalbed methane gas, water, and/or minerals for operating on the premises and the right any time during or after the expiration of this lease to remove all pipe, well casing, machinery, equipment or fixtures placed on the premises. The Lessee shall have the right to surrender this lease or any portion thereof by written notice to the Lessor describing the portion which it elects to surrender, or returning the lease to the Lessor with the endorsement of surrender thereof, or by recording the surrender or partial surrender of this lease, any of which shall be a full and legal surrender of this lease as to all of the premises or such portion thereof as the surrender shall indicate and a cancellation of all liability under the same of each and all parties hereto relating in any way to the portion or all the premises indicated on said surrender, and the land rent hereinbefore set forth shall be reduced in proportion to the acreage surrendered.

17. In the event the Lessee is unable to perform any of the acts to be performed by the Lessee by reason of force majeure, including but not limited to acts of God, strikes, riots and governmental restrictions including but not limited to restrictions on the use of roads, this lease shall nevertheless remain in full force and effect until the Lessee can perform said act or acts and in no event shall the within lease expire for a period of ninety days after the termination of any force majeure.

18. In the event Lessor considers that Lessee has not complied with any of its obligations hereunder, either express or implied, Lessor shall notify Lessee in writing setting out specifically in what respects Lessee has breached this contract. Lessee shall then have thirty (30) days after receipt of said notice within which to meet or commence to meet all or any part of the breaches alleged by Lessor. The service of said notice shall be precedent to the bringing of any action by Lessor on said lease for any cause, and no such action shall be brought until the lapse of thirty (30) 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 all its obligations hereunder.

19. In consideration of the acceptance of this lease by the Lessee, the Lessor agrees for himself and his heirs, successors and assigns, that no other lease for the minerals covered by this lease shall be granted by the Lessor during the term of this lease or any extension or renewal thereof granted to the Lessee. Upon the expiration of this lease and within sixty (60) days thereafter, Lessor grants to Lessee an option to extend or renew under similar terms like lease.

20. Lessor hereby warrants that Lessor is not currently receiving any bonus, rental, production royalty as the result of any prior oil and gas lease covering any or all of the subject premises, and that there are no commercially producing wells currently existing on the subject premises, or upon other lands within the boundaries of a drilling or production unit utilizing all or a part of the subject premises.

21. All covenants and conditions between the parties hereto shall extend to their heirs, personal representatives, successors and assigns, and the Lessee hereby warrants and agrees to defend the title to the lands herein described. It is mutually agreed that this instrument contains and expresses all of the agreements and understandings of the parties in regard to the subject matter thereof, and no implied covenant, agreement or obligation shall be read into the agreement 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, gas, and/or coalbed methane gas leased herein and such other documents relating to the sale of production as may be required by Lessee or others. Lessor grants Lessee a power of attorney to execute indemnifying division orders for the sale of oil, gas, and/or coalbed methane gas.

22. Lessee agrees to pay in advance Two Hundred Fifty (\$250.00) dollars per acre as a one time delay rental payment to Lessor for the primary term of this lease; this is a "Paid-Up" Lease.

23. See ADDENDUM attached hereto and made a part hereof for additional provisions to this lease.

IN WITNESS WHEREOF the Lessors have hereunder set their hands.

Signed and acknowledged in the presence of:

RHCC, LLC

Signatures

Alan Larson, President

Luther E. Millsap, Jr., Executive Treasurer

WITNESS:

Print Name

GREAT LAKES ENERGY PARTNERS, L.L.C.

By: Mark A. Acree, Vice President - Land

CORPORATION ACKNOWLEDGEMENT

COMMONWEALTH OF PENNSYLVANIA :

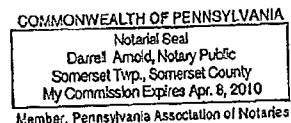
: SS

COUNTY OF CLEARFIELD :

On this, the 22 day of February, 2008, before me DARRELL ARNOLD the undersigned officer, personally appeared Alan Larson, who acknowledged himself to be the President of RHCC, LLC, a corporation, and that he such President, being authorized to do so, executed the foregoing instrument for the purposes therein contained by signing the name of the corporation himself as President.

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

Notary Public



CORPORATION ACKNOWLEDGEMENT

COMMONWEALTH OF PENNSYLVANIA :

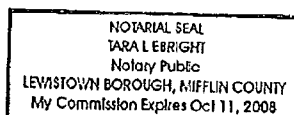
: SS

COUNTY OF Dauphin :

On this, the 21st day of February, 2008, before me Tara L. Ebright the undersigned officer, personally appeared Luther E. Millsap, Jr., who acknowledged himself to be the Executive Treasurer of RHCC, LLC corporation, and that he as such Executive Treasurer, being authorized to do so, executed the foregoing instrument for the purposes therein contained signing the name of the corporation by himself as Executive Treasurer.

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

Notary Public



This instrument was prepared by: GREAT LAKES ENERGY PARTNERS, L.L.C., 125 State/ Route 43, P. O. Box 550, Hartsville, Ohio 44632
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CORPORATION ACKNOWLEDGMENT

STATE OF OHIO

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)SS

COUNTY OF PORTAGE

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On this, the 3RD day of June, 2008 before me Rosanne M. Moore, the undersigned officer, personally appeared Mark A. Acree, who acknowledged himself to be the Vice President – Land of Great Lakes Energy Partners, L.L.C., a limited liability corporation and that he as such Vice President – Land, being authorized to do so, executed the foregoing instrument for the purposes therein contained by signing the name of the corporation by himself as Vice President – Land.

In witness whereof, I hereunto set my hand and official seal.

My Commission Expires:

Rosanne M. Moore
Notary Public

Rosanne M. Moore
Print Name



ROSANNE M MOORE
Notary Public, State of Ohio
My Commission Expires
May 14, 2012

00048

MAIL TO:
Great Lakes Energy Partners, L.L.C.
125 State Route 43, P.O. Box 550
Hartsville, Ohio 44632
Revised 12/21/05

37033 02 11

ADDENDUM

Attached to and made a part of that certain OIL, GAS AND COALBED METHANE LEASE Dated February 21, 2008 by and between RHCC, LLC, a Limited Liability Company, and GREAT LAKES ENERGY PARTNERS, L.L.C.

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

This is an oil and gas lease only, and not a coal bed methane lease.

1. The location of any well(s) to be drilled on the lease premises shall be approved by the Lessor or one of their representatives in writing prior to location thereof. Such approval shall not be unreasonably withheld or delayed.
2. Lessee agrees that any necessary pipelines, tank batteries, separators or compressors shall be placed on the leased premises only if they are in conjunction with Lessor's well(s) and production. No roads from adjacent properties shall be constructed on the leased premises without Lessor's written consent. Any other equipment or pipelines for other producing wells, desired by Lessee to be installed on the leased premises, shall be approved by Lessor in writing unless provided for under a separate agreement.
3. Upon the expiration of the primary term of the lease, the right to explore and drill for oil, gas and other hydrocarbon substances shall terminate, except Lessee may thereafter retain and operate all wells then producing oil, gas and other hydrocarbons. Lessee shall determine the amount of acres necessary to be held by either a vertical well(s) or a horizontal well(s), after well(s) have been completed, or that portion of the leased premises unitized with other lands, for any wells drilled on the leased premises during the term of the lease. On any portion of the leased premises that has terminated or been released by Lessee pursuant to this clause, Lessee, for itself, its successors and assigns, hereby reserves the right to use, maintain, operate, replace, remove and relocate any of its facilities, including but not limited to roadways, pipelines, and tank batteries, installed thereon for Lessee's wells. The rights for such facilities shall remain subject to the terms and conditions of the Lease. Lessor shall grant Lessee the appropriate right of way or easement to cover Lessee's continued use of the leased premises for such purpose.
4. Lessee agrees to notify Lessor at least twenty (20) days prior to commencing any construction activities on the leased premises to allow for Lessor's removal of marketable timber in the area(s) identified by Lessee for the proposed operations hereunder. Should Lessor choose not to remove such marketable timber, Lessee may remove said timber from the proposed operations area. Lessor shall then: (a) request Lessee to pay Lessor the value of any such marketable timber as damages at the prevailing stump price for the local area as determined by an independent timber appraiser, said marketable timber shall then become the property of Lessee and removed from the leased premises, OR (b) Lessor may request that Lessee stack the marketable timber on the leased premises at a mutually agreeable location in close proximity to the construction site, said marketable timber shall remain the property of Lessor."
5. Lessor shall approve, in writing, the unitization of any portion of the leased premises with other leases, except when Lessee determines that the well, in order to be economically feasible, must be located within the minimum required spacing and/or distance to a property line of the leased premises, as set forth by the rules and regulations of the State/ Commonwealth. Such approval shall not be unreasonably withheld or delayed.
6. Any and all pipeline laid by Lessee shall be buried to a minimum depth of thirty-two (32) inches below ground level with the exception of any necessary above ground appurtenances.
7. Lessee and Lessor covenant and agree that Lessee has not acquired and does not acquire the rights for the drilling of an underground gas or oil storage well. No well commenced by Lessee shall be converted to an underground gas or oil storage well without Lessor's written consent.

8. Lessee agrees to pay seven eighths (7/8th) of any increase in real estate or ad valorem taxes attributable to or resulting from assessment of the oil and gas within the leased premises.

9. No well shall be shut-in unless: (a) the shut-in is due to force majeure; (b) the shut-in is due to pipeline or equipment breakage, damage or malfunction; or (c) the shut-in is required because Lessee, in exercise of good faith and reasonable diligence, has been unable to secure a market for the production from such well. The shut-in status of any well shall persist only for so long as it is necessary to correct, through the exercise of good faith and due diligence, the condition giving rise to the shut-in of the well. No well shall be shut-in for the direct or indirect purpose of holding oil and/or gas reserves in place.

10. At such time as a well drilled on the leased premises commences producing and marketing natural gas, one and only one Lessor owning a residential dwelling located on the leased premises may elect, if not connecting for the use of natural gas as provided for in the lease, to receive "in lieu of" the allotment of natural gas, an annual cash payment of six hundred dollars (\$600). The "in lieu of" payment shall be prorated based on the number of months during the calendar year the gas was produced and marketed by Lessee. Such "in lieu of" payment shall be made annually by Lessee on or before the end of the first quarter of each subsequent calendar year. The election of Lessor to receive the "in lieu of" payment must be made to Lessee in writing and the beginning date of the "in lieu of" payment period shall be the first day of the calendar month following Lessee's receipt of such written notice. Lessor may only change its election to either connect for the use of gas or to receive the "in lieu of" payment herein described once during the term of the lease.

11. Paragraph 22 is amended to add: the initial one time delay rental payment of \$250.00 per acre equaling the sum of \$31,280.00 shall be paid within 90 days of the date Lease is signed by Lessor. Lessee shall conduct no activity on any of the properties leased hereunder, until said payment is made. The delay rental payment is not a prepaid royalty.

12. The Last sentence of paragraph 19 is deleted.

13. The Lessor and Lessee intend to be legally bound by the provisions of this oil and gas lease and its addendums.

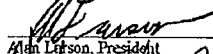

14. Transportation costs as in paragraph 4(b) shall be only the charges from the pipeline company transporting the gas from well(s) after they have left the pipelines of the Lessee.

15. All gas shall be sold by Lessee at the best possible price obtainable.

16. The laws and regulations of the Commonwealth of Pennsylvania shall govern the performance of both parties under this Oil and Gas Lease.

Signatures

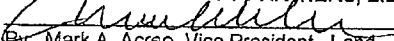
RMCC, LLC


Alan Larson, President

Luther E. Milspaw, Jr., Executive Treasurer

WITNESS:

Print Name _____

GREAT LAKES ENERGY PARTNERS, L.L.C.


By: Mark A. Acree, Vice President - Land

6

**CLEARFIELD COUNTY
RECORDER OF DEEDS**

Maurene E. Inlow, Recorder
Betty L. Lansberry - Chief Deputy
P.O. Box 361
1 North Second Street, Suite 103
Clearfield, Pennsylvania 16830

AFFIDAVIT No. 41345

***RETURN DOCUMENT TO:**
RESOURCES-APPALACHIA LLC

Instrument Number - 200808954
Recorded On 6/11/2008 At 12:01:45 PM
* Instrument Type - MEMORANDUM
* Total Pages - 4
Invoice Number - 187182
* Mortgagor - RHCC LLC
* Mortgagee - GREAT LAKES ENERGY PARTNERS LLC
* Customer - RESOURCES-APPALACHIA LLC

*** FEES**
STATE WRIT TAX \$0.50
RECORDING FEES - \$13.00
RECORDER
RECORDER IMPROVEMENT \$3.00
FUND
COUNTY IMPROVEMENT FUND \$2.00
TOTAL PAID \$18.50

I hereby CERTIFY that this document
is recorded in the Recorder's Office of
Clearfield County, Pennsylvania.



Maurene E. Inlow
Maurene E. Inlow
Recorder of Deeds

THIS IS A CERTIFICATION PAGE

Do Not Detach

THIS PAGE IS NOW PART OF THIS LEGAL DOCUMENT

* - Information denoted by an asterisk may change during the verification process and may not be reflected on this page.

MEMORANDUM OF OIL, GAS, AND COALBED METHANE LEASE

THIS MEMORANDUM OF LEASE, dated this 21st day of February, 2008, by and between RHCC, LLC, a Limited Liability Company, of 80 Larson Road, P. O. Box 96, Kylertown, PA 16847 hereinafter called Lessor (whether one or more), and GREAT LAKES ENERGY PARTNERS, L.L.C., whose address is 125 State Route 43, Hartsville, Ohio 44632-0550 hereinafter referred to as "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 a certain lease between Lessor and Lessee dated February 21, 2008 (hereinafter referred to as the "Lease") does hereby grant, demise, lease and let exclusively unto Lessee the following described premises:

North by: lands of RHCC, LLC
East by: lands of RHCC, LLC
South by: lands of Woolridge Road
West by: lands of RHCC, LLC

Tax Parcel Number(s) 111-S5-00037-0000 & 111-S4-00041-0000 (54.36); 111-S5-00042-0000 (26.31 ac); 111-S5-00038-0000 (50.00 ac)

North by: lands of RHCC, LLC; Small Tracts
East by: lands of Edward Guemont; Theodore Rydberg Helrs
South by: lands of RHCC, LLC; Barbara Eisenhauer et al
West by: lands of RHCC, LLC

Tax Parcel Number(s) 111-S5-00045-0000 (26.36 ac)

Containing One Hundred Fifty-Seven and 3/100 (157.03) acres, more or less, and located in Covington Township, Clearfield County, Commonwealth of Pennsylvania, (hereinafter referred to as the "Premises") for the purpose of exploring for (including but not limited to, conducting seismic surveys), drilling, operating, producing and removing oil, gas, and/or coalbed methane gas and all the constituents thereof, and to transport by pipelines or otherwise across and through said lands oil, gas, coalbed methane gas and their constituents from the Premises, and of placing of tanks, equipment, roads, structures, and other appurtenant facilities thereon to procure and operate for the said products, together with the right to enter into and upon the Premises at all times for the aforesaid purposes. Title to the Premises was conveyed to Lessor by deed recorded in Volume/Book 200713927 in the Clearfield County Records.

2. TO HAVE AND TO HOLD the Premises for a term commencing February 21, 2008 and terminating five (5) years thereafter, which term may be extended pursuant to paragraph 19 of the lease, and so much longer thereafter as oil, gas, and/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, and/or coalbed methane gas as further set forth in the Lease, unless earlier terminated in accordance with the terms and provisions of the Lease.

3. The rental, covenants, provisions and conditions of the within Memorandum of Lease 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 of Lease shall likewise and to the same effect be amended, assigned or terminated, as the case may be.

This instrument prepared by:
GREAT LAKES ENERGY PARTNERS, L.L.C.
125 State Route 43, PO Box 550
Hartsville, OH 44632

5. This Memorandum of Lease is executed in simplified short form for the convenience of the parties and for the purpose of recording the same, and this Memorandum of Lease 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.

IN WITNESS WHEREOF, the parties hereto have set their hands to duplicates hereof the day and year first above written.

WITNESS:

LESSOR: RHCC, LLC

Print Name _____

Alan Larson
Alan Larson, President

Print Name _____

Luther E. Milspaw, Jr.
Luther E. Milspaw, Jr., Executive Treasurer

WITNESS:

GREAT LAKES ENERGY PARTNERS, L.L.C.

Print Name _____

Mark A. Acres
By: Mark A. Acres, Vice President - Land

CORPORATION ACKNOWLEDGEMENT

COMMONWEALTH OF PENNSYLVANIA)

COUNTY OF CLEARFIELD)

SS:

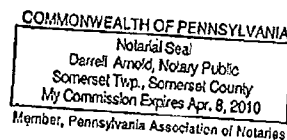
On this, the 22 day of FEBRUARY, 2008, before me DARRELL ARNOLD, the undersigned officer, personally appeared Alan Larson who acknowledged himself/herself to be the President of RHCC, LLC a Pennsylvania Limited Liability Company, and that he as such President, being authorized to do so, executed the foregoing instrument for the purposes therein contained by signing the name of the corporation by himself as President.

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



This instrument witnessed by:
GREAT LAKES ENERGY PARTNERS, L.L.C.
125 State Route 43, PO Box 550
Hartsville, OH 44632

Darrell Arnold
Notary Public



00053

PLEASE RETURN TO:
RANGE RESOURCES - APPALACHIA, LLC.
125 STATE ROUTE 43
P.O. BOX 550
HARTSVILLE, OH 44632

CORPORATION ACKNOWLEDGEMENT

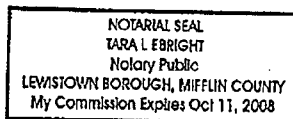
COMMONWEALTH OF PENNSYLVANIA)
COUNTY OF CLEARFIELD Dauphin) SS:

On this, the 21st day of February, 2008, before me Tara L. Ebright, the undersigned officer, personally appeared Luther E. Millspaw, Jr. who acknowledged himself to be the Executive Treasurer of RHCC, LLC a Pennsylvania Limited Liability Company, and that he as such Executive Treasurer, being authorized to do so, executed the foregoing instrument for the purposes therein contained by signing the name of the corporation by himself as Executive Treasurer.

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

My commission expires:

Tara L. Ebright
Notary Public



CORPORATION ACKNOWLEDGEMENT

STATE OF OHIO)
COUNTY OF PORTAGE) SS:

On this, the 3RD day of June, 2008, before me Rosanne M. Moore, the undersigned officer, personally appeared Mark A. Acree who acknowledged himself ~~himself~~ to be the Vice President - Land of Great Lakes Energy Partners, L.L.C., a limited liability corporation, and that he as such Vice President - Land, being authorized to do so, executed the foregoing instrument for the purposes therein contained by signing the name of the corporation by himself as Vice President - Land.

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

My commission expires:

Rosanne M. Moore

This instrument prepared by:
GREAT LAKES ENERGY PARTNERS, L.L.C.
125 State Route 43, PO Box 350
Hartsville, OH 44632



ROSANNE M MOORE
Notary Public, State of Ohio
My Commission Expires
May 14, 2012

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OIL, GAS AND COALBED METHANE LEASE

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THIS AGREEMENT, made and entered into this 21ST day of February, 2008, by and between RHCC, LLC a Limited Liability Company of 80 Larson Road, P. O. Box 96, Kylertown, PA 16847 Phone No. 814-345-5101 hereinafter called the Lessor, and GREAT LAKES ENERGY PARTNERS, L.L.C., 125 State Route 43, P. O. Box 550, Hartsville, Ohio 44632 Phone No., (330) 877-6747, hereinafter called the Lessee, WITNESSETH:

1. That the Lessor, for and in consideration of Ten dollars (\$10.00) and other valuable consideration in hand paid by the Lessee, the receipt of which hereby acknowledged, and the covenants and agreements hereinafter contained, does hereby lease and let exclusively unto the Lessee, its successors assigns, all that certain tract(s) of land hereinafter described, for the purpose of exploring for by geophysical, seismic, and other methods, drilling, operat for, producing, removing and marketing oil, gas, and coalbed methane gas, and all associated hydrocarbons and all products produced therewith or wh may be derived therefrom, along with the right to stimulate all coal seams or other strata or formations using any and all methods and technology availabl the time of stimulation, and of injecting and storing, air, gas, brine and other substances from any source and into any subsurface strata, other than pota water strata and workable coal strata (including but not limited to the right to inject into any wells on the leasehold property and to otherwise conduct such secondary or tertiary operations as may be required in the opinion of the Lessee), the right to conduct surveys (including seismic surveys) and transport by pipelines or otherwise across and through said lands oil, gas, and coalbed methane gas and their constituents from the subject and other lan regardless of the source of such production or the location of the wells, which right to transport production from other properties across the leaseh premises shall survive the term of this lease for so long as the transportation of such production may be desired by the Lessee, and of placing of tan equipment, roads and structures thereon to procure and operate for the said products, together with the right to enter into and upon the leased premises at times for the aforesaid purposes.

Said land is situate in Covington Township/District, Clearfield County, Pennsylvania, bounded substantially by lands now and/or formerly owned follow

North by: lands of RHCC, LLC
East by: lands of RHCC, LLC
South by: lands of Woolridge Road
West by: lands of RHCC, LLC

Tax Parcel Number(s) 111-S5-00037-0000 & 111-S4-00041-0000 (54.36); 111-S5-00042-0000 (26.31 ac); 111-S5-00038-0000 (50.00 ac)

North by: lands of RHCC, LLC: Small Tracts
East by: lands of Edward Guemont; Theodore Rydberg Helms
South by: lands of RHCC, LLC: Barbara Eisenbauer et al
West by: lands of RHCC, LLC

Tax Parcel Number(s) 111-S5-00045-0000 (26.36 ac)

being all the property owned by Lessor or to which the Lessor may have any rights in said Section/Lot/District or adjoining Sections/Lots/District containing One Hundred Fifty-Seven and 3/100 (157.03) acres, more or less, and being the property described in Deed Volume 200713927 of Clearfield County Record of Deeds.

2. This lease shall continue in force and the rights granted hereunder be quietly enjoyed by the Lessee for a term of five (5) years and so much long thereafter as oil, gas, and/or coalbed methane gas or their constituents are produced or are capable of being produced on the premises in paying quantities, the judgment of the Lessee, or as the premises shall be operated by the Lessee in the search for oil, gas, and/or coalbed methane gas and as provided Paragraph 7 following.

3. This lease, however, shall become null and void and all rights of either party hereunder shall cease and terminate unless, within twelve months fr the date hereof, a well shall be commenced on the premises, or unless the Lessee shall thereafter pay a delay rental of Ten Dollars (\$10.00) each yer payments to be made annually until the commencement of a well. A well shall be deemed commenced when preparations for drilling have been commence It is stipulated that this lease shall not terminate for nonpayment of delay rentals unless Lessor first gives Lessee sixty (60) days written notice by register mail of such nonpayment, and Lessee fails to tender such payment to Lessor within said sixty (60) day period.

4. In consideration of the premises the Lessee covenants and agrees:

(A) To deliver to the credit of the Lessor in tanks or pipelines, as royalty, free of cost, one-eighth (1/8) of all oil produced and saved from the premises, at Lessee's option to pay Lessor the market price for such one-eighth (1/8) royalty oil at the published rate for oil of like grade and gravity prevailing on t date such oil is sold into tanks or pipelines. Payment of royalty for oil marketed during any calendar month to be on or about the 60th day after receipt such funds by the Lessee.

(B) To pay to the Lessor, as royalty for the oil, gas, and/or coalbed methane gas marketed and used off the premises and produced from each well drill thereon, the sum of one-eighth (1/8) of the price paid to Lessee per thousand cubic feet of such oil, gas, and/or coalbed methane gas so marketed and use measured in accordance with Boyle's Law for the measurement of gas at varying pressures, on the basis of 10 ounces above 14.73 pounds atmospheric pressure, at a standard base temperature of 60 degrees Fahrenheit and stipulated flowing temperature of 60 degrees Fahrenheit, without allowance f temperature and barometric variations less any charges for transportation, dehydration and compression paid by Lessee to deliver the oil, gas, and/or coalb methane gas for sale. Payment of royalty for oil, gas, and/or coalbed methane gas marketed during any calendar month to be on or about the 60th day aft receipt of such funds by the Lessee.

(C) Lessee to deduct from payments in (A) and (B) above from receipts of proceeds by Lessee, Lessor's prorata share of any tax imposed by a government body.

(D) In the event Lessee does not sell the oil, gas, and/or coalbed methane gas to others, Lessor shall be paid on the basis of the lowest field market pri paid by any public utility in the state at the well head for oil, gas, and/or coalbed methane gas of like kind and quality, and on the same basis that such utili would pay for such oil, gas, and/or coalbed methane gas, including any escalation in price that such utility would pay for such oil, gas, and/or coalb methane gas as if a contract for the sale of same had been entered into at the time of initial production.

5. All money due under this lease shall be paid or tendered to the Lessor by check made payable to the order of and mailed to:

RHCC, LLC at P. O. BOX 96, KYLERTOWN, PA 16847

and the said named person shall continue as Lessor's agent to receive any and all sums payable under this lease regardless of changes in ownership in t premises, or in the oil, gas, and/or coalbed methane gas or their constituents, or in the rentals or royalties accruing hereunder until delivery to the Lessee notice of change of ownership as hereinafter provided.

6. Lessor may, at Lessor's sole risk and cost, lay a pipeline to any one non-coalbed methane gas well on the premises, and take gas produced from sa well for domestic use in one dwelling house on the leased premises, at Lessor's own risk, subject to the use and the right of abandonment of the well by t Lessee, and subject to any curtailments or shut-in by any purchaser of the gas. The first two hundred thousand cubic feet of gas taken each year shall be fr of cost, but all gas in excess of two hundred thousand cubic feet of gas taken in each year shall be paid for at the last published rates of the gas utility in t town or area nearest to the leased premises or the field market rate, whichever is higher. Lessor to lay and maintain the pipeline and furnish regulators a other necessary equipment at Lessor's expense. Lessor shall also, at the request of Lessee, install a meter to measure said gas. This privilege is upon t condition precedent that the Lessor shall subscribe to and be bound by the reasonable rules and regulations of the Lessee relating to the use of said domesti

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use gas, and Lessor shall maintain the said pipeline, regulators and equipment in good repair and free of all gas leaks and operate the same so as not to cause waste or unnecessary leaks of gas. If the Lessor shall take excess gas as aforesaid in any year and fail to use the same, the Lessee may deduct payment for such excess gas from any rentals or royalties accruing to the Lessor hereunder. Lessor acknowledges that he has been advised as to the risks inherent in the taking of gas in this manner, and Lessor agrees to assume all such risks whether same be caused by Lessor's lines or equipment, or whether same be caused by Lessee's equipment or well operation; and Lessor agrees to hold Lessee and the well operator and all parties in interest in any well on the leasehold premises harmless from any claims of any nature whatsoever which may rise by the usage of gas from any such well by Lessor, his heirs, executors, administrators and assigns. The within right of domestic use gas shall not be assignable without the written consent of the Lessee. Lessor further agrees that upon the sale or transfer of the leasehold premises wherein someone other than the Lessor is entitled to take the gas under this Paragraph 6, the gas supply will be terminated by Lessee until the Seller of the property has received written consent to assign said domestic-use gas from Lessee and Buyer executes an agreement regarding the usage of the gas. In the absence of such an agreement and Lessee's written consent to assign said domestic-use gas, domestic-use gas under this provision shall terminate. Under no circumstances shall Lessor be entitled to use domestic-use gas from any well which produces methane gas from coal seams (coalbed methane).

7. In the event a well drilled hereunder is a dry hole and is plugged according to law, this lease shall become null and void and all rights of either part hereunder shall cease and terminate, unless within twelve (12) months from the date of the completion of the plugging of such well, the Lessee shall commence another well, or unless the Lessee after the termination of said twelve month period resumes the payment of delay rental as hereinabove provided.

8. In the event a well drilled hereunder is a producing well and the Lessee is unable to market the production therefrom, or should production cease from a producing well drilled on the premises, or should the Lessee desire to shut in producing wells, the Lessee agrees to pay the Lessor, commencing on the date one year from the completion of such producing well or the cessation of production, or the shutting in of producing wells, an advance royalty of \$1.00 per acre per year until production is marketed and sold off the premises or such well is plugged and abandoned according to law.

9. The consideration, land rentals or royalties paid and to be paid, as herein provided, are and will be accepted by the Lessor as adequate and full consideration for all the rights herein granted to the Lessee, and the further right of drilling or not drilling on the leased premises, whether to offset producing wells on adjacent or adjoining lands or otherwise, as the Lessee may elect.

10. Lessor hereby grants to the Lessee the right at any time to consolidate the leased premises or any part thereof or strata therein with other lands to form a oil, gas, and/or coalbed methane gas development unit of not more than 640 acres, or such larger unit as may be required by state law or regulation for the purpose of drilling a well thereon, but the Lessee shall in no event be required to drill more than one well on such unit. Any well drilled on said development 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 provided, however, that only the owner of the lands on which such a non-coalbed methane gas well is located may take gas for use in one dwelling house or such owner's lands in accordance with the provisions of this lease, and provided further that the Lessor agrees to accept, in lieu of the one-eighth (1/8) oil gas, and/or coalbed methane gas royalty hereinbefore provided, that proportion of such one-eighth (1/8) royalty which the acreage consolidated bears to the total number of acres comprising said development unit. The Lessee shall effect such consolidation by executing a declaration of consolidation with the same formality as this oil, gas, and/or coalbed methane gas lease setting forth the leases or portions thereof consolidated, the royalty distribution and recording the same in the recorder's office at the courthouse in the county in which the leased premises are located and by mailing a copy thereof to the Lessor at the address hereinabove set forth unless the Lessee is furnished with another address. If the well on said development unit shall thereafter be shut in, the well rental for shut-in royalty hereinbefore provided for such use shall be payable to the owners of the parcels of land comprising said unit in the proportion that the acreage of each parcel bears to the entire acreage consolidated. Lessee shall have the right to amend, alter or correct any such consolidation at any time in the same manner as herein provided.

11. In case the Lessor owns a less interest in the above described premises than the entire and undivided fee simple therein, then the royalties and rental herein provided for shall be paid to the Lessor only in the proportion which such interest bears to the whole and undivided fee. If said land is owned by two or more parties, or the ownership of any interest therein should hereafter be transferred by sale, devise or operation of law, said land, nevertheless, may be held, developed and operated as an entirety, and the rentals and royalties shall be divided among and paid to such several owners in the proportion that the acreage owned by each such owner bears to the entire leased acreage.

12. No change of ownership in the leased premises or in the rentals or royalties hereunder shall be binding on the Lessee until after notice to the Lessor by delivery of notice in writing duly signed by the parties to the instrument of conveyance or assignment and delivery of a duly certified copy thereof to the Lessee.

13. Lessee shall have the right to assign and transfer the within lease in whole or in part, and Lessor waives notice of any assignment or transfer of the within lease. Failure of payment of rental or royalty on any part of this lease shall not void this lease as to any other part. Lessor agrees that when and if the within lease is assigned, the Lessee herein shall have no further obligations hereunder. The Lessor further grants to the Lessee, for the protection of the Lessee's interest hereunder, the right to pay and satisfy any claim or lien against the Lessor's interest in the premises as herein leased and thereupon to become subrogated to the rights of such claimant or lien holder, and the right to direct payment of all rentals and royalties to apply on the payment of any existing liens on the premises.

14. Lessee shall bury, when so requested by the Lessor, all pipelines used to conduct oil, gas, and/or coalbed methane gas to, on, through and off the premises and pay all damages to growing crops and drainage tiles and/or other artificial drainage fixture caused by operations under this lease. Lessor agrees to restore the premises in accordance with state laws. Any damages if not mutually agreed upon, to be ascertained and determined by three disinterested persons, one thereof to be appointed by the Lessor, one by the Lessee, and the third by the two so appointed, and the award of such three persons shall be final and conclusive and binding on all parties. Each party shall pay the cost of their appraiser and shall share the cost of the third appraiser. Arbitration shall be mandatory. No well shall be drilled within 200 feet of any existing barn or dwelling.

15. 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 structures shall be erected or moved on a location within one hundred feet (100') of a well or tank battery, or within twenty-five feet (25') of Lessee's pipelines.

16. Lessee shall have the privilege of using sufficient oil, gas, coalbed methane gas, water, and/or minerals for operating on the 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 premises. The Lessee shall have the right to surrender this lease or any portion thereof by written notice to the Lessor describing the portion which it elects to surrender, or by returning the lease to the Lessor with the endorsement of surrender thereof, or by recording the surrender or partial surrender of this lease, any of which shall be a full and legal surrender of this lease as to all of the premises or such portion thereof as the surrender shall indicate and a cancellation of all liabilities under the same of each and all parties hereto relating in any way to the portion or all the premises indicated on said surrender, and the land rents hereinbefore set forth shall be reduced in proportion to the acreage surrendered.

17. In the event the Lessee is unable to perform any of the acts to be performed by the Lessee by reason of force majeure, including but not limited to act of God, strikes, riots and governmental restrictions including but not limited to restrictions on the use of roads, this lease shall nevertheless remain in full force and effect until the Lessee can perform said act or acts and in no event shall the within lease expire for a period of ninety days after the termination of any force majeure.

18. In the event Lessor considers that Lessee has not complied with any of its obligations hereunder, either express or implied, Lessor shall notify Lessee in writing setting out specifically in what respects Lessee has breached this contract. Lessee shall then have thirty (30) days after receipt of said notice within which to meet or commence to meet all or any part of the breaches alleged by Lessor. The service of said notice shall be precedent to the bringing of any action by Lessor on said lease for any cause, and no such action shall be brought until the lapse of thirty (30) days after service of such notice on Lessee.

Neither the service of said notice nor the doing of acts by Lessee aimed to meet all or any part of the alleged breaches shall be deemed an admission presumption that Lessee has failed to perform all its obligations hereunder.

19. In consideration of the acceptance of this lease by the Lessee, the Lessor agrees for himself and his heirs, successors and assigns, that no other lease for the minerals covered by this lease shall be granted by the Lessor during the term of this lease or any extension or renewal thereof granted to the Lessee herein. Upon the expiration of this lease and within sixty (60) days thereafter, Lessor grants to Lessee an option to extend or renew under similar terms like lease.

20. Lessor hereby warrants that Lessor is not currently receiving any bonus, rental, production royalty as the result of any prior oil and gas lease covering any or all of the subject premises, and that there are no commercially producing wells currently existing on the subject premises, or upon other lands within the boundaries of a drilling or production unit utilizing all or a part of the subject premises.

21. All covenants and conditions between the parties hereto shall extend to their heirs, personal representatives, successors and assigns, and the Lessee hereby warrants and agrees to defend the title to the lands herein described. It is mutually agreed that this instrument contains and expresses all of the agreements and understandings of the parties in regard to the subject matter thereof, and no implied covenant, agreement or obligation shall be read into the agreement 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, gas, and/or coalbed methane gas leased herein and such other documents relating to the sale of production as may be required by Lessee or others. Lessor grants Lessee a power of attorney to execute indemnifying division orders for the sale of oil, gas, and/or coalbed methane gas.

22. Lessee agrees to pay in advance Two Hundred Fifty (\$250.00) dollars per acre as a one time delay rental payment of Lessor for the primary term of this lease; this is a "Paid-Up" Lease.

23. See ADDENDUM attached hereto and made a part hereof for additional provisions to this lease.

IN WITNESS WHEREOF the Lessors have hereunder set their hands.

Signed and acknowledged in the presence of:

RHCC, LLC

Signature

Alan Larson, President

Luther E. Millspaw, Jr., Executive Treasurer

WITNESS:

Print Name

GREAT LAKES ENERGY PARTNERS, L.L.C.

By: Mark A. Acree, Vice President - Land

CORPORATION ACKNOWLEDGEMENT

COMMONWEALTH OF PENNSYLVANIA

: SS

COUNTY OF CLEARFIELD

On this, the 22 day of February, 2008, before me DARRELL ARNOLD the undersigned officer, personally appeared Alan Larson, who acknowledged himself to be the President of RHCC, LLC, a corporation, and that he such President, being authorized to do so, executed the foregoing instrument for the purposes therein contained by signing the name of the corporation himself as President.

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

Notary Public COMMONWEALTH OF PENNSYLVANIA

Notarial Seal
Darrell Arnold, Notary Public
Somerset Twp., Somerset County
My Commission Expires Apr. 8, 2010

Member, Pennsylvania Association of Notaries

CORPORATION ACKNOWLEDGEMENT

COMMONWEALTH OF PENNSYLVANIA

: SS

COUNTY OF Dauphin

On this, the 21st day of February, 2008, before me Tara L. Ebright the undersigned officer, personally appeared Luther E. Millspaw, Jr., who acknowledged himself to be the Executive Treasurer of RHCC, LLC corporation, and that he as such Executive Treasurer, being authorized to do so, executed the foregoing instrument for the purposes therein contained signing the name of the corporation by himself as Executive Treasurer.

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

Notary Public

My Commission Expires:

NOTARIAL SEAL
TARA L. EBRIGHT
Notary Public
LEWISTOWN BOROUGH, MIFUN COUNTY
My Commission Expires Oct 11, 2008

This instrument was prepared by: GREAT LAKES ENERGY PARTNERS, L.L.C., 123 State Route 43, P.O. Box 550, Hartsville, Ohio 44632
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CORPORATION ACKNOWLEDGMENT

STATE OF OHIO

COUNTY OF PORTAGE

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)SS
)

On this, the 3RD day of June, 2008 before me Rosanne M. Moore, the undersigned officer, personally appeared Mark A. Acree, who acknowledged himself to be the Vice President - Land of Great Lakes Energy Partners, L.L.C., a limited liability corporation and that he as such Vice President - Land, being authorized to do so, executed the foregoing instrument for the purposes therein contained by signing the name of the corporation by himself as Vice President - Land.

In witness whereof, I hereunto set my hand and official seal.

My Commission Expires:

Rosanne M. Moore
Notary Public

Rosanne M. Moore
Print Name



ROSANNE M MOORE
Notary Public, State of Ohio
My Commission Expires
May 14, 2012

00058

MAIL TO:
Great Lakes Energy Partners, L.L.C.
125 State Route 43, P.O. Box 550
Hartsville, Ohio 44632
Revised 12/21/05

370330212

ADDENDUM

Attached to and made a part of that certain OIL, GAS AND COALBED METHANE LEASE Dated February 21, 2008 by and between RHCC, LLC, a Limited Liability Company, and GREAT LAKES ENERGY PARTNERS, L.L.C.

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

This is an oil and gas lease only, and not a coal bed methane lease.

1. The location of any well(s) to be drilled on the lease premises shall be approved by the Lessor or one of their representatives in writing prior to location thereof. Such approval shall not be unreasonably withheld or delayed.
2. Lessee agrees that any necessary pipelines, tank batteries, separators or compressors shall be placed on the leased premises only if they are in conjunction with Lessor's well(s) and production. No roads from adjacent properties shall be constructed on the leased premises without Lessor's written consent. Any other equipment or pipelines for other producing wells, desired by Lessee to be installed on the leased premises, shall be approved by Lessor in writing unless provided for under a separate agreement.
3. Upon the expiration of the primary term of the lease, the right to explore and drill for oil, gas and other hydrocarbon substances shall terminate, except Lessee may thereafter retain and operate all wells then producing oil, gas and other hydrocarbons. Lessee shall determine the amount of acres necessary to be held by either a vertical well(s) or a horizontal well(s), after well(s) have been completed, or that portion of the leased premises unitized with other lands, for any wells drilled on the leased premises during the term of the lease. On any portion of the leased premises that has terminated or been released by Lessee pursuant to this clause, Lessee, for itself, its successors and assigns, hereby reserves the right to use, maintain, operate, replace, remove and relocate any of its facilities, including but not limited to roadways, pipelines, and tank batteries, installed thereon for Lessee's wells. The rights for such facilities shall remain subject to the terms and conditions of the Lease. Lessor shall grant Lessee the appropriate right of way or easement to cover Lessee's continued use of the leased premises for such purpose.
4. Lessee agrees to notify Lessor at least twenty (20) days prior to commencing any construction activities on the leased premises to allow for Lessor's removal of marketable timber in the area(s) identified by Lessee for the proposed operations hereunder. Should Lessor choose not to remove such marketable timber, Lessee may remove said timber from the proposed operations area. Lessor shall then: (a) request Lessee to pay Lessor the value of any such marketable timber as damages at the prevailing stump price for the local area as determined by an independent timber appraiser, said marketable timber shall then become the property of Lessee and removed from the leased premises, OR (b) Lessor may request that Lessee stack the marketable timber on the leased premises at a mutually agreeable location in close proximity to the construction site, said marketable timber shall remain the property of Lessor."
5. Lessor shall approve, in writing, the unitization of any portion of the leased premises with other leases, except when Lessee determines that the well, in order to be economically feasible, must be located within the minimum required spacing and/or distance to a property line of the leased premises, as set forth by the rules and regulations of the State/ Commonwealth. Such approval shall not be unreasonably withheld or delayed.
6. Any and all pipeline laid by Lessee shall be buried to a minimum depth of thirty-two (32) inches below ground level with the exception of any necessary above ground appurtenances.
7. Lessee and Lessor covenant and agree that Lessee has not acquired and does not acquire the rights for the drilling of an underground gas or oil storage well. No well commenced by Lessee shall be converted to an underground gas or oil storage well without Lessor's written consent.

8. Lessee agrees to pay seven eighths (7/8th) of any increase in real estate or ad valorem taxes attributable to or resulting from assessment of the oil and gas within the leased premises.

9. No well shall be shut-in unless: (a) the shut-in is due to force majeure; (b) the shut-in is due to pipeline or equipment breakage, damage or malfunction; or (c) the shut-in is required because Lessee, in exercise of good faith and reasonable diligence, has been unable to secure a market for the production from such well. The shut-in status of any well shall persist only for so long as it is necessary to correct, through the exercise of good faith and due diligence, the condition giving rise to the shut-in of the well. No well shall be shut-in for the direct or indirect purpose of holding oil and/or gas reserves in place.

10. At such time as a well drilled on the leased premises commences producing and marketing natural gas, one and only one Lessor owning a residential dwelling located on the leased premises may elect, if not connecting for the use of natural gas as provided for in the lease, to receive "in lieu of" the allotment of natural gas, an annual cash payment of six hundred dollars (\$600). The "in lieu of" payment shall be prorated based on the number of months during the calendar year the gas was produced and marketed by Lessee. Such "in lieu of" payment shall be made annually by Lessee on or before the end of the first quarter of each subsequent calendar year. The election of Lessor to receive the "in lieu of" payment must be made to Lessee in writing and the beginning date of the "in lieu of" payment period shall be the first day of the calendar month following Lessee's receipt of such written notice. Lessor may only change its election to either connect for the use of gas or to receive the "in lieu of" payment herein described once during the term of the lease.

11. Paragraph 22 is amended to add: the initial one time delay rental payment of \$250.00 per acre equating the sum of \$39,257.50 shall be paid within 90 days of the date Lease is signed by Lessor. Lessee shall conduct no activity on any of the properties leased hereunder, until said payment is made. The delay rental payment is not a prepaid royalty.

12. The Last sentence of paragraph 19 is deleted.

13. The Lessor and Lessee intend to be legally bound by the provisions of this oil and gas lease and its addendums.

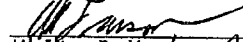
14. Transportation costs as in paragraph 4(b) shall be only the charges from the pipeline company transporting the gas from well(s) after they have left the pipelines of the Lessee.

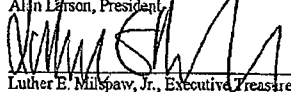
15. All gas shall be sold by Lessee at the best possible price obtainable.

16. The laws and regulations of the Commonwealth of Pennsylvania shall govern the performance of both parties under this Oil and Gas Lease.

Signatures

RHCC, LLC

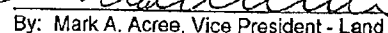

Alan Larson, President


Luther E. Mulsap, Jr., Executive Treasurer

WITNESS:

Print Name _____

GREAT LAKES ENERGY PARTNERS, L.L.C.


By: Mark A. Acree, Vice President - Land

**CLEARFIELD COUNTY
RECORDER OF DEEDS**

Maurene E. Inlow, Recorder
Betty L. Lansberry - Chief Deputy

P.O. Box 361
1 North Second Street, Suite 103
Clearfield, Pennsylvania 16830

AFFIDAVIT No, 41346

***RETURN DOCUMENT TO:**
RESOURCES-APPALACHIA LLC

Instrument Number - 200808955
Recorded On 6/11/2008 At 12:15:54 PM
* Instrument Type - MEMORANDUM
* Total Pages - 5
Invoice Number - 187183
* Mortgagor - RHCC LLC
* Mortgagee - GREAT LAKES ENERGY PARTNERS LLC
* Customer - RESOURCES-APPALACHIA LLC

*** FEES**
STATE WRIT TAX, \$0.50
RECORDING FEES - \$13.00
RECORDER
RECORDER IMPROVEMENT \$3.00
FUND
COUNTY IMPROVEMENT FUND \$2.00
TOTAL PAID \$18.50

I hereby CERTIFY that this document
is recorded in the Recorder's Office of
Clearfield County, Pennsylvania.



Maurene E. Inlow
Maurene E. Inlow
Recorder of Deeds

THIS IS A CERTIFICATION PAGE

Do Not Detach

THIS PAGE IS NOW PART OF THIS LEGAL DOCUMENT

* - Information denoted by an asterisk may change during the verification process and may not be reflected on this page.

MEMORANDUM OF OIL, GAS, AND COALBED METHANE LEASE

THIS MEMORANDUM OF LEASE, dated this 21 day of February, 2008, by and between RHCC, LLC, a Limited Liability Company, of 80 Larson Road, P. O. Box 96, Kylertown, PA 16847 hereinafter called Lessor (whether one or more), and GREAT LAKES ENERGY PARTNERS, L.L.C., whose address is 125 State Route 43, Hartville, Ohio 44632-0550 hereinafter referred to as "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 a certain lease between Lessor and Lessee dated February 21, 2008 (hereinafter referred to as the "Lease") does hereby grant, demise, lease and let exclusively unto Lessee the following described premises:

North by: lands of Clearfield Bank and Trust Company
East by: lands of James Hanslovan, Jr.; Lewis Gormont
South by: lands of Earl Snyder, Jr. RHCC, LLC, Small Tracts
West by: lands of RHCC, LLC

Tax Parcel Number(s) 111-S5-00036-0000

Containing Two Hundred Sixty and 0/10 (260.00) acres, more or less, and located in Covington Township, Clearfield County, Commonwealth of Pennsylvania, (hereinafter referred to as the "Premises") for the purpose of exploring for (including but not limited to, conducting seismic surveys), drilling, operating, producing and removing oil, gas, and/or coalbed methane gas and all the constituents thereof, and to transport by pipelines or otherwise across and through said lands oil, gas, coalbed methane gas and their constituents from the Premises, and of placing of tanks, equipment, roads, structures, and other appurtenant facilities thereon to procure and operate for the said products, together with the right to enter into and upon the Premises at all times for the aforesaid purposes. Title to the Premises was conveyed to Lessor by deed recorded in Volume/Book 200713927 in the Clearfield County Records.

2. TO HAVE AND TO HOLD the Premises for a term commencing February 21, 2008 and terminating five (5) years thereafter, which term may be extended pursuant to paragraph 19 of the lease, and so much longer thereafter as oil, gas, and/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, and/or coalbed methane gas as further set forth in the Lease, unless earlier terminated in accordance with the terms and provisions of the Lease.

3. The rental, covenants, provisions and conditions of the within Memorandum of Lease 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 of Lease shall likewise and to the same effect be amended, assigned or terminated, as the case may be.

5. This Memorandum of Lease is executed in simplified short form for the convenience of the parties and for the purpose of recording the same, and this Memorandum of Lease 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.

This instrument prepared by:
GREAT LAKES ENERGY PARTNERS, L.L.C.
125 State Route 43, PO Box 550
Hartville, OH 44632

CORPORATION ACKNOWLEDGEMENT

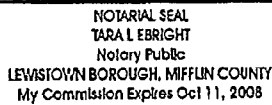
COMMONWEALTH OF PENNSYLVANIA)
COUNTY OF ~~CLEARFIELD~~ Dauphin) SS:

On this, the 21st day of February, 2008, before me
Tara L. Ebright, the undersigned officer, personally appeared Luther E. Milspaw,
Jr. who acknowledged himself to be the Executive Treasurer of RHCC, LLC a Pennsylvania Limited Liability
Company, and that he as such Executive Treasurer, being authorized to do so, executed the foregoing
instrument for the purposes therein contained by signing the name of the corporation by himself as Executive
Treasurer.

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

My commission expires:

Tara L. Ebright
Notary Public



CORPORATION ACKNOWLEDGEMENT

STATE OF OHIO)
COUNTY OF PORTAGE) SS:

On this, the 22 day of Feb, 2008, before me
_____, the undersigned officer, personally appeared Mark A. Acree
who acknowledged himself/herself to be the Vice President - Land of Great Lakes Energy Partners, L.L.C., a
limited liability corporation, and that he as such Vice President - Land, being authorized to do so, executed
the foregoing instrument for the purposes therein contained by signing the name of the corporation by himself
as Vice President - Land.

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

My commission expires:

This instrument prepared by:
GREAT LAKES ENERGY PARTNERS, L.L.C.
125 State Route 43, PO Box 550
Hartsville, OH 44632

00063

370330213

IN WITNESS WHEREOF, the parties hereto have set their hands to duplicates hereof the day and year first above written.

WITNESS:

LESSOR: RHCC, LLC

Print Name _____

Alan Larson
Alan Larson, President

Print Name _____

Luther E. Milsap, Jr.
Luther E. Milsap, Jr., Executive Treasurer

WITNESS:

GREAT LAKES ENERGY PARTNERS, L.L.C.

Print Name _____

Mark A. Acree
By: Mark A. Acree, Vice President - Land

CORPORATION ACKNOWLEDGEMENT

COMMONWEALTH OF PENNSYLVANIA)

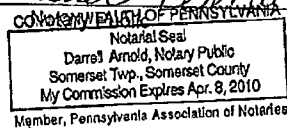
COUNTY OF CLEARFIELD)

) SS:

On this, the 22 day of February, 2008, before me DARRELL
ARNOLD, the undersigned officer, personally appeared Alan Larson who
acknowledged himself/herself to be the President of RHCC, LLC a Pennsylvania Limited Liability Company,
and that he as such President, being authorized to do so, executed the foregoing instrument for the purposes
therein contained by signing the name of the corporation by himself as President.

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

My commission expires:



This instrument prepared by:
GREAT LAKES ENERGY PARTNERS, L.L.C.
125 State Route 43, PO Box 530
Hartsville, OH 44632

PLEASE RETURN TO:
RANGE RESOURCES - APPALACHIA, LLC
125 STATE ROUTE 43
P.O. BOX 650
HARTVILLE, OHIO 44632
330.330.1234

00064

CORPORATION ACKNOWLEDGMENT

STATE OF OHIO

COUNTY OF PORTAGE

)
)SS
)

On this, the 3RD day of June, 2008 before me Rosanne M. Moore, the undersigned officer, personally appeared Mark A. Acree, who acknowledged himself to be the Vice President - Land of Great Lakes Energy Partners, L.L.C., a limited liability corporation and that he as such Vice President - Land, being authorized to do so, executed the foregoing instrument for the purposes therein contained by signing the name of the corporation by himself as Vice President - Land.

In witness whereof, I hereunto set my hand and official seal.

My Commission Expires:

Rosanne M. Moore
Notary Public

Rosanne M. Moore
Print Name



ROSANNE M MOORE
Notary Public, State of Ohio
My Commission Expires
May 14, 2012

00065

MAIL TO:
Great Lakes Energy Partners, L.L.C.
125 State Route 43, P.O. Box 550
Hartsville, Ohio 44632
Revised 12/21/05

570330213

OIL, GAS AND COALBED METHANE LEASE

THIS AGREEMENT, made and entered into this 21st day of February, 2008, and between RHCC, LLC a Limited Liability Company of 80 Larson Road, P. O. Box 96, Kylertown, PA 16847 Phone No. 814-345-5101 hereinafter called the Lessor, and GREAT LAK ENERGY PARTNERS, L.L.C., 125 State Route 43, P. O. Box 550, Hartsville, Ohio 44632 Phone No., (330) 877-6747, hereinafter called the Lessee, WITNESSETH:

1. That the Lessor, for and in consideration of Ten dollars (\$10.00) and other valuable consideration in hand paid by the Lessee, the receipt of which hereby acknowledged, and the covenants and agreements hereinafter contained, does hereby lease and let exclusively unto the Lessee, its successors and assigns, all that certain tract(s) of land hereinafter described, for the purpose of exploring for by geophysical, seismic, and other methods, drilling, operating, producing, removing and marketing oil, gas, and coalbed methane gas, and all associated hydrocarbons and all products produced therewith or which may be derived therefrom, along with 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, and of injecting and storing, air, gas, brine and other substances from any source and into any subsurface strata, other than total water strata and workable coal strata (including but not limited to the right to inject into any wells on the leasehold property and to otherwise conduct such secondary or tertiary operations as may be required in the opinion of the Lessee), the right to conduct surveys (including seismic surveys) and transport by pipelines or otherwise across and through said lands oil, gas, and coalbed methane gas and their constituents from the subject and other lands regardless of the source of such production or the location of the wells, which right to transport production from other properties across the leasehold premises shall survive the term of this lease for so long as the transportation of such production may be desired by the Lessee, and of placing of tank equipment, roads and structures thereon to procure and operate for the said products, together with the right to enter into and upon the leased premises at times for the aforesaid purposes.

Said land is situate in Cornington Township/District, Clearfield County, Pennsylvania, bounded substantially by lands now and/or formerly owned as follows:

North by: lands of Clearfield Bank and Trust Company
East by: lands of James Houshovan, Jr.; Lewis Goriunov
South by: lands of Earl Snyder, Jr. RHCC, LLC, Small Tracts
West by: lands of RHCC, LLC

Tax Parcel Number(s) 111-S5-00036-0000

being all the property owned by Lessor or to which the Lessor may have any rights in said Section/Lot/District or adjoining Sections/Lots/Districts containing Two Hundred Sixty and 0/10 (260.00) acres, more or less, and being the property described in Deed Volume 200713927 of the Clearfield County Record of Deeds.

2. This lease shall continue in force and the rights granted hereunder be quietly enjoyed by the Lessee for a term of five (5) years and so much longer thereafter as oil, gas, and/or coalbed methane gas or their constituents are produced or are capable of being produced on the premises in paying quantities, the judgment of the Lessee, or as the premises shall be operated by the Lessee in the search for oil, gas, and/or coalbed methane gas and as provided in Paragraph 7 following.

3. This lease, however, shall become null and void and all rights of either party hereunder shall cease and terminate unless, within twelve months from the date hereof, a well shall be commenced on the premises, or unless the Lessee shall thereafter pay a delay rental of Ten Dollars (\$10.00) each year in advance of the commencement of a well. A well shall be deemed commenced when preparations for drilling have been commenced. It is stipulated that this lease shall not terminate for nonpayment of delay rentals unless Lessor first gives Lessee sixty (60) days written notice by registered mail of such nonpayment, and Lessee fails to tender such payment to Lessor within said sixty (60) day period.

4. In consideration of the premises the Lessee covenants and agrees:

(A) To deliver to the credit of the Lessor in tanks or pipelines, as royalty, free of cost, one-eighth (1/8) of all oil produced and saved from the premises, at Lessee's option to pay Lessor the market price for such one-eighth (1/8) royalty oil at the published rate for oil of like grade and gravity prevailing on the date such oil is sold into tanks or pipelines. Payment of royalty for oil marketed during any calendar month to be on or about the 60th day after receipt of such funds by the Lessee.

(B) To pay to the Lessor, as royalty for the oil, gas, and/or coalbed methane gas marketed and used off the premises and produced from each well drilled thereon, the sum of one-eighth (1/8) of the price paid to Lessee per thousand cubic feet of such oil, gas, and/or coalbed methane gas so marketed and used measured in accordance with Boyle's Law for the measurement of gas at varying pressures, on the basis of 10 ounces above 14.73 pounds atmospheric pressure, at a standard base temperature of 60 degrees Fahrenheit and stipulated flowing temperature of 60 degrees Fahrenheit, without allowance for temperature and barometric variations less any charges for transportation, dehydration and compression paid by Lessee to deliver the oil, gas, and/or coalbed methane gas for sale. Payment of royalty for oil, gas, and/or coalbed methane gas marketed during any calendar month to be on or about the 60th day after receipt of such funds by the Lessee.

(C) Lessee to deduct from payments in (A) and (B) above from receipts of proceeds by Lessee, Lessor's prorata share of any tax imposed by a government body.

(D) In the event Lessee does not sell the oil, gas, and/or coalbed methane gas to others, Lessor shall be paid on the basis of the lowest field market price paid by any public utility in the state at the well head for oil, gas, and/or coalbed methane gas of like kind and quality, and on the same basis that such utility would pay for such oil, gas, and/or coalbed methane gas, including any escalation in price that such utility would pay for such oil, gas, and/or coalbed methane gas as if a contract for the sale of same had been entered into at the time of initial production.

5. All money due under this lease shall be paid or tendered to the Lessor by check made payable to the order of and mailed to:

RHCC, LLC at P. O. BOX 96, KYLERTOWN, PA 16847

and the said named person shall continue as Lessor's agent to receive any and all sums payable under this lease regardless of changes in ownership in the premises, or in the oil, gas, and/or coalbed methane gas or their constituents, or in the rentals or royalties accruing hereunder until delivery to the Lessee of notice of change of ownership as hereinafter provided.

6. Lessor may, at Lessor's sole risk and cost, lay a pipeline to any one non-coalbed methane gas well on the premises, and take gas produced from a well for domestic use in one dwelling house on the leased premises, at Lessor's own risk, subject to the use and the right of abandonment of the well by the Lessee, and subject to any curtailments or shut-in by any purchaser of the gas. The first two hundred thousand cubic feet of gas taken each year shall be free of cost, but all gas in excess of two hundred thousand cubic feet of gas taken in each year shall be paid for at the last published rates of the gas utility in the town or area nearest to the leased premises or the field market rate, whichever is higher. Lessor to lay and maintain the pipeline and furnish regulators and other necessary equipment at Lessor's expense. Lessor shall also, at the request of Lessee, install a meter to measure said gas. This privilege is upon the condition precedent that the Lessor shall subscribe to and be bound by the reasonable rules and regulations of the Lessee relating to the use of said domestic use gas, and Lessor shall maintain the said pipeline, regulators and equipment in good repair and free of oil gas leaks and operate the same so as not to cause waste or unnecessary leaks of gas. If the Lessor shall take excess gas as aforesaid in any year and fail to pay for the same, the Lessee may deduct payment for such excess gas from any rentals or royalties accruing to the Lessor hereunder. Lessor acknowledges that he has been advised as to the risks inherent in the taking of gas in this manner, and Lessor agrees to assume all such risks whether same be caused by Lessor's lines or equipment, or whether same caused by Lessee's equipment or well operation; and Lessor agrees to hold Lessee and the well operator and all parties in interest in any well on the leasehold premises harmless from any claims of any nature whatsoever which may arise by the usage of gas from any such well by Lessor, his heirs, executors, administrators and assigns. The within right of domestic use gas shall not be assignable without the written consent of the Lessee. Lessor further agrees that upon the sale or transfer of the leasehold premises wherein someone other than the Lessor is entitled to take the gas under this Paragraph 6, it

the gas supply will be terminated by Lessee until Seller of the property has received written consent to assign said domestic-use gas from Lessee. Buyer, executes an agreement regarding the usage of the gas. In the absence of such an agreement and Lessee's written consent to assign said domestic-use gas, domestic-use gas under this provision shall terminate. Under no circumstances shall Lessor be entitled to use domestic-use gas from any well which produces methane gas from coal seams (coalbed methane).

7. In the event a well drilled hereunder is a dry hole and is plugged according to law, this lease shall become null and void and all rights of either party hereunder shall cease and terminate, unless within twelve (12) months from the date of the completion of the plugging of such well, the Lessee shall commence another well, or unless the Lessee after the termination of said twelve month period resumes the payment of delay rental as hereinabove provided.

8. In the event a well drilled hereunder is a producing well and the Lessee is unable to market the production therefrom, or should production cease for a producing well drilled on the premises, or should the Lessee desire to shut in producing wells, the Lessee agrees to pay the Lessor, commencing on date one year from the completion of such producing well or the cessation of production, or the shutting in of producing wells, an advance royalty of \$1 per acre per year until production is marketed and sold off the premises or such well is plugged and abandoned according to law.

9. The consideration, land rentals or royalties paid and to be paid, as herein provided, are and will be accepted by the Lessor as adequate and in consideration for all the rights herein granted to the Lessee, and the further right of drilling or not drilling on the leased premises, whether to off producing wells on adjacent or adjoining lands or otherwise, as the Lessee may elect.

10. Lessor hereby grants to the Lessee the right at any time to consolidate the leased premises or any part thereof or strata therein with other lands to form an oil, gas, and/or coalbed methane gas development unit of not more than 640 acres, or such larger unit as may be required by state law or regulation for the purpose of drilling a well thereon, but the Lessee shall in no event be required to drill more than one well on such unit. Any well drilled on such development 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. However, that only the owner of the lands on which such a non-coalbed methane gas well is located may take gas for use in one dwelling house on such owner's lands in accordance with the provisions of this lease, and provided further that the Lessor agrees to accept, in lieu of the one-eighth (1/8) royalty, that proportion of such one-eighth (1/8) royalty which the acreage consolidated bears to the total number of acres comprising said development unit. The Lessee shall effect such consolidation by executing a declaration of consolidation with the same formality as this oil, gas, and/or coalbed methane gas lease setting forth the leases or portions thereof consolidated, the royalty distribution as recording the same in the recorder's office at the courthouse in the county in which the leased premises are located and by mailing a copy thereof to the Lessor at the address hereinabove set forth unless the Lessee is furnished with another address. If the well on said development unit shall thereafter be shut in, the well rental for shut-in royalty hereinbefore provided for such use shall be payable to the owners of the parcels of land comprising said unit in the proportion that the acreage of each parcel bears to the entire acreage consolidated. Lessee shall have the right to amend, alter or correct any such consolidation at any time in the same manner as herein provided.

11. In case the Lessor owns a less interest in the above described premises than the entire and undivided fee simple therein, then the royalties and rent herein provided for shall be paid to the Lessor only in the proportion which such interest bears to the whole and undivided fee. If said land is owned by two or more parties, or the ownership of any interest therein should hereafter be transferred by sale, devise or operation of law, said land, nevertheless, may be held, developed and operated as an entirety, and the rentals and royalties shall be divided among and paid to such several owners in the proportion that the acreage owned by each such owner bears to the entire leased acreage.

12. No change of ownership in the leased premises or in the rentals or royalties hereunder shall be binding on the Lessee until after notice to the Lessor by delivery of notice in writing duly signed by the parties to the instrument of conveyance or assignment and delivery of a duly certified copy thereof to the Lessee.

13. Lessee shall have the right to assign and transfer the within lease in whole or in part, and Lessor waives notice of any assignment or transfer of the within lease. Failure of payment of rental or royalty on any part of this lease shall not void this lease as to any other part. Lessor agrees that when and if the within lease is assigned, the Lessee herein shall have no further obligations hereunder. The Lessor further grants to the Lessee, for the protection of the Lessee's interest hereunder, the right to pay and satisfy any claim or lien against the Lessor's interest in the premises as herein leased and thereupon become subrogated to the rights of such claimant or lien holder, and the right to direct payment of all rentals and royalties to apply on the payment of any existing liens on the premises.

14. Lessee shall bury, when so requested by the Lessor, all pipelines used to conduct oil, gas, and/or coalbed methane gas to, on, through and off the premises and pay all damages to growing crops and drainage tiles and/or other artificial drainage fixture caused by operations under this lease. Lessee agrees to restore the premises in accordance with state laws. Any damages if not mutually agreed upon, to be ascertained and determined by three disinterested persons, one thereof to be appointed by the Lessor, one by the Lessee, and the third by the two so appointed, and the award of such three persons shall be final and conclusive and binding on all parties. Each party shall pay the cost of their appraiser and shall share the cost of the third appraiser. Arbitration shall be mandatory. No well shall be drilled within 200 feet of any existing barn or dwelling.

15. 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 structures shall be erected or moved on a location within one hundred feet (100') of a well or tank battery, or within twenty-five feet (25') of Lessee's pipelines.

16. Lessee shall have the privilege of using sufficient oil, gas, coalbed methane gas, water, and/or minerals for operating on the premises and the right any time during or after the expiration of this lease to remove all pipe, well casing, machinery, equipment or fixtures placed on the premises. The Lessee shall have the right to surrender this lease or any portion thereof by written notice to the Lessor describing the portion which it elects to surrender, or returning the lease to the Lessor with the endorsement of surrender thereof, or by recording the surrender or partial surrender of this lease, any of which shall be a full and legal surrender of this lease as to all of the premises or such portion thereof as the surrender shall indicate and a cancellation of all liability under the same of each and all parties hereto relating in any way to the portion or all the premises indicated on said surrender, and the land rent hereinbefore set forth shall be reduced in proportion to the acreage surrendered.

17. In the event the Lessee is unable to perform any of the acts to be performed by the Lessee by reason of force majeure, including but not limited to acts of God, strikes, riots and governmental restrictions including but not limited to restrictions on the use of roads, this lease shall nevertheless remain in full force and effect until the Lessee can perform said act or acts and in no event shall the within lease expire for a period of ninety days after the termination of any force majeure.

18. In the event Lessor considers that Lessee has not complied with any of its obligations hereunder, either express or implied, Lessor shall notify Lessee in writing setting out specifically in what respects Lessee has breached this contract. Lessee shall then have thirty (30) days after receipt of said notice within which to meet or commence to meet all or any part of the breaches alleged by Lessor. The service of said notice shall be precedent to the bringing of any action by Lessor on said lease for any cause, and no such action shall be brought until the lapse of thirty (30) 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 all its obligations hereunder.

19. In consideration of the acceptance of this lease by the Lessee, the Lessor agrees for himself and his heirs, successors and assigns, that no other lease for the minerals covered by this lease shall be granted by the Lessor during the term of this lease or any extension or renewal thereof granted to the Lessee hereunder. Upon the expiration of this lease and within sixty (60) days thereafter, Lessor grants to Lessee an option to extend or renew under similar terms like lease.

[Handwritten signature]

8. Lessee agrees to pay seven eighths ($7/8^{th}$) of any increase in real estate or ad valorem taxes attributable to or resulting from assessment of the oil and gas within the leased premises.

9. No well shall be shut-in unless: (a) the shut-in is due to force majeure; (b) the shut-in is due to pipeline or equipment breakage, damage or malfunction; or (c) the shut-in is required because Lessee, in exercise of good faith and reasonable diligence, has been unable to secure a market for the production from such well. The shut-in status of any well shall persist only for so long as it is necessary to correct, through the exercise of good faith and due diligence, the condition giving rise to the shut-in of the well. No well shall be shut-in for the direct or indirect purpose of holding oil and/or gas reserves in place.

10. At such time as a well drilled on the leased premises commences producing and marketing natural gas, one and only one Lessor owning a residential dwelling located on the leased premises may elect, if not connecting for the use of natural gas as provided for in the lease, to receive "in lieu of" the allotment of natural gas, an annual cash payment of six hundred dollars (\$600). The "in lieu of" payment shall be prorated based on the number of months during the calendar year the gas was produced and marketed by Lessee. Such "in lieu of" payment shall be made annually by Lessee on or before the end of the first quarter of each subsequent calendar year. The election of Lessor to receive the "in lieu of" payment must be made to Lessee in writing and the beginning date of the "in lieu of" payment period shall be the first day of the calendar month following Lessee's receipt of such written notice. Lessor may only change its election to either connect for the use of gas or to receive the "in lieu of" payment herein described once during the term of the lease.

11. Paragraph 22 is amended to add: the initial one time delay rental payment of \$250.00 per acre equaling the sum of \$65,000.00 shall be paid within 90 days of the date Lease is signed by Lessor. Lessee shall conduct no activity on any of the properties leased hereunder, until said payment is made. The delay rental payment is not a prepaid royalty.

12. The Last sentence of paragraph 19 is deleted.

13. The Lessor and Lessee intend to be legally bound by the provisions of this oil and gas lease and its addendums.

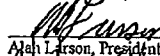
14. Transportation costs as in paragraph 4(b) shall be only the charges from the pipeline company transporting the gas from well(s) after they have left the pipelines of the Lessee.

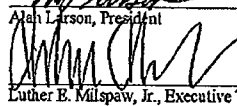
15. All gas shall be sold by Lessee at the best possible price obtainable.

16. The laws and regulations of the Commonwealth of Pennsylvania shall govern the performance of both parties under this Oil and Gas Lease.

Signatures

RBCC, LLC


Alan Larson, President


Luther E. Milspaw, Jr., Executive Treasurer

WITNESS:

Print Name _____

GREAT LAKES ENERGY PARTNERS, L.L.C.


By: Mark A. Acree, Vice President - Land

20. Lessor hereby warrants that Lessor is not currently receiving any bonus, rental, production royalty as the result of any prior oil and gas lease covering any or all of the subject premises, and that there are no commercially producing wells currently existing on the subject premises, or upon other lands with the boundaries of a drilling or production unit utilizing all or a part of the subject premises.

21. All covenants and conditions between the parties hereto shall extend to their heirs, personal representatives, successors and assigns, and the Lessee hereby warrants and agrees to defend the title to the lands herein described. It is mutually agreed that this instrument contains and expresses all of the agreements and understandings of the parties in regard to the subject matter thereof, and no implied covenant, agreement or obligation shall be read into the agreement 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, gas, and/or coalbed methane gas leased herein and such other documents relating to the sale of production as may be required by Lessee or others. Lessor grants Lessee a power of attorney to execute indemnifying division orders for the sale of oil, gas, and/or coalbed methane gas.

22. Lessee agrees to pay in advance Two Hundred Fifty (\$250.00) dollars per acre as a one time delay rental payment to Lessor for the primary term of this lease; this is a "Paid-Up" Lease.

23. See ADDENDUM attached hereto and made a part hereof for additional provisions to this lease.

IN WITNESS WHEREOF the Lessors have hereunder set their hands.

Signed and acknowledged in the presence of:

RHCC, LLC

Signature

Alan Larson, President

Luther E. Milspaw, Jr., Executive Treasurer

WITNESS:

Print Name

GREAT LAKES ENERGY PARTNERS, L.L.C.

By: Mark A. Acres, Vice President - Land

CORPORATION ACKNOWLEDGEMENT

COMMONWEALTH OF PENNSYLVANIA :

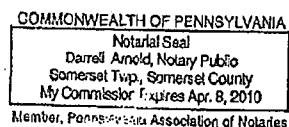
: SS

COUNTY OF CLEARFIELD :

On this, the 22 day of February, 2008, before me DARRELL ARNOLD the undersigned officer, personally appeared Alan Larson, who acknowledged himself to be the President of RHCC, LLC, a corporation, and that he such President, being authorized to do so, executed the foregoing instrument for the purposes therein contained by signing the name of the corporation himself as President.

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

Notary Public



CORPORATION ACKNOWLEDGEMENT

COMMONWEALTH OF PENNSYLVANIA :

: SS

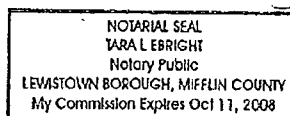
COUNTY OF Dauphin :

On this, the 21st day of February, 2008, before me Tara L. Ebright the undersigned officer, personally appeared Luther E. Milspaw, Jr., who acknowledged himself to be the Executive Treasurer of RHCC, LLC corporation, and that he as such Executive Treasurer, being authorized to do so, executed the foregoing instrument for the purposes therein contained signing the name of the corporation by himself as Executive Treasurer.

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

Notary Public

My Commission Expires:



This instrument was prepared by: GREAT LAKES ENERGY PARTNERS, L.L.C., 125 State/ Route 43, P. O. Box 550, Hartsville, Ohio 44632
L:\qtd\form\std\form\p\lease.doc-08.05.04

STATE OF OHIO

3

}SS

COUNTY OF PORTAGE

)

In witness whereof, I hereunto set my hand and official seal.

My Commission Expires:

C. Romaine M. Moore
Notary Public

Rosanne M. Moore
Print Name



ROSANNE M MOORE
Notary Public, State of Ohio
My Commission Expires
May 14, 2012

MAIL TO:
Great Lakes Energy Partners, L.L.C.
125 State Route 43, P.O. Box 550
Hartville, Ohio 44632
Revised 12/21/05

00070

370336213

ADDENDUM

Attached to and made a part of that certain OIL, GAS AND COALBED METHANE LEASE Dated February 21, 2008 by and between RHCC, LLC, a Limited Liability Company, and GREAT LAKES ENERGY PARTNERS, L.L.C.

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

This is an oil and gas lease only, and not a coal bed methane lease.

1. The location of any well(s) to be drilled on the lease premises shall be approved by the Lessor or one of their representatives in writing prior to location thereof. Such approval shall not be unreasonably withheld or delayed.
2. Lessee agrees that any necessary pipelines, tank batteries, separators or compressors shall be placed on the leased premises only if they are in conjunction with Lessor's well(s) and production. No roads from adjacent properties shall be constructed on the leased premises without Lessor's written consent. Any other equipment or pipelines for other producing wells, desired by Lessee to be installed on the leased premises, shall be approved by Lessor in writing unless provided for under a separate agreement.
3. Upon the expiration of the primary term of the lease, the right to explore and drill for oil, gas and other hydrocarbon substances shall terminate, except Lessee may thereafter retain and operate all wells then producing oil, gas and other hydrocarbons. Lessee shall determine the amount of acres necessary to be held by either a vertical well(s) or a horizontal well(s), after well(s) have been completed, or that portion of the leased premises unitized with other lands, for any wells drilled on the leased premises during the term of the lease. On any portion of the leased premises that has terminated or been released by Lessee pursuant to this clause, Lessee, for itself, its successors and assigns, hereby reserves the right to use, maintain, operate, replace, remove and relocate any of its facilities, including but not limited to roadways, pipelines, and tank batteries, installed thereon for Lessee's wells. The rights for such facilities shall remain subject to the terms and conditions of the Lease. Lessor shall grant Lessee the appropriate right of way or easement to cover Lessee's continued use of the leased premises for such purpose.
4. Lessee agrees to notify Lessor at least twenty (20) days prior to commencing any construction activities on the leased premises to allow for Lessor's removal of marketable timber in the area(s) identified by Lessee for the proposed operations hereunder. Should Lessor choose not to remove such marketable timber, Lessee may remove said timber from the proposed operations area. Lessor shall then: (a) request Lessee to pay Lessor the value of any such marketable timber as damages at the prevailing stump price for the local area as determined by an independent timber appraiser, said marketable timber shall then become the property of Lessee and removed from the leased premises, OR (b) Lessor may request that Lessee stack the marketable timber on the leased premises at a mutually agreeable location in close proximity to the construction site, said marketable timber shall remain the property of Lessor."
5. Lessor shall approve, in writing, the unitization of any portion of the leased premises with other leases, except when Lessee determines that the well, in order to be economically feasible, must be located within the minimum required spacing and/or distance to a property line of the leased premises, as set forth by the rules and regulations of the State/ Commonwealth. Such approval shall not be unreasonably withheld or delayed.
6. Any and all pipeline laid by Lessee shall be buried to a minimum depth of thirty-two (32) inches below ground level with the exception of any necessary above ground appurtenances.
7. Lessee and Lessor covenant and agree that Lessee has not acquired and does not acquire the rights for the drilling of an underground gas or oil storage well. No well commenced by Lessee shall be converted to an underground gas or oil storage well without Lessor's written consent.

8

**CLEARFIELD COUNTY
RECORDER OF DEEDS**

Maurene E. Inlow, Recorder
Betty L. Lansberry - Chief Deputy

P.O. Box 361

1 North Second Street, Suite 103
Clearfield, Pennsylvania 16830

AFFIDAVIT No. 41347

***RETURN DOCUMENT TO:**
RESOURCES-APPALACHIA LLC

Instrument Number - 200808956

Recorded On 6/11/2008 At 12:15:55 PM

* Instrument Type - MEMORANDUM

* Total Pages - 4

Invoice Number - 187183

* Mortgagor - RHCC LLC

* Mortgagee - GREAT LAKES ENERGY PARTNERS LLC

* Customer - RESOURCES-APPALACHIA LLC

*** FEES**

STATE WRIT TAX	\$0.50
RECORDING FEES - RECORDER	\$13.00
RECORDER IMPROVEMENT FUND	\$3.00
COUNTY IMPROVEMENT FUND	\$2.00
TOTAL PAID	\$18.50

I hereby CERTIFY that this document
is recorded in the Recorder's Office of
Clearfield County, Pennsylvania.



Maurene E. Inlow
Maurene E. Inlow
Recorder of Deeds

THIS IS A CERTIFICATION PAGE

Do Not Detach

THIS PAGE IS NOW PART OF THIS LEGAL DOCUMENT

* - Information denoted by an asterisk may change during the verification process and may not be reflected on this page.

MEMORANDUM OF OIL, GAS, AND COALBED METHANE LEASE

THIS MEMORANDUM OF LEASE, dated this 21st day of February, 2008, by and between RHCC, LLC, a Limited Liability Company, of 80 Larson Road, P. O. Box 96, Kylertown, PA 16847 hereinafter called Lessor (whether one or more), and GREAT LAKES ENERGY PARTNERS, L.L.C., whose address is 125 State Route 43, Hartville, Ohio 44632-0550 hereinafter referred to as "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 a certain lease between Lessor and Lessee dated February 21, 2008 (hereinafter referred to as the "Lease") does hereby grant, demise, lease and let exclusively unto Lessee the following described premises:

North by: lands of Small Tract; Vallimont Memorial Foundation; Clearfield County Economic

East by: lands of Clearfield Bank and Trust Company; RHCC, LLC

South by: lands of RHCC, LLC

West by: lands of Robert Moore etux; Vallimont Memorial Foundation

Tax Parcel Number(s) 111-R5-00044-0000 (75.00 ac); 111-R5-00045-0000 (26.26 ac);
111-R5-00043-0000 (64.47 ac)

Containing One Hundred Sixty-Five and 73/100 (165.73) acres, more or less, and located in Covington Township, Clearfield County, Commonwealth of Pennsylvania, (hereinafter referred to as the "Premises") for the purpose of exploring for (including but not limited to, conducting seismic surveys), drilling, operating, producing and removing oil, gas, and/or coalbed methane gas and all the constituents thereof, and to transport by pipelines or otherwise across and through said lands oil, gas, coalbed methane gas and their constituents from the Premises, and of placing of tanks, equipment, roads, structures, and other appurtenant facilities thereon to procure and operate for the said products, together with the right to enter into and upon the Premises at all times for the aforesaid purposes. Title to the Premises was conveyed to Lessor by deed recorded in Volume/Book 200713927 in the Clearfield County Records.

2. TO HAVE AND TO HOLD the Premises for a term commencing February 21, 2008 and terminating five (5) years thereafter, which term may be extended pursuant to paragraph 19 of the lease, and so much longer thereafter as oil, gas, and/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, and/or coalbed methane gas as further set forth in the Lease, unless earlier terminated in accordance with the terms and provisions of the Lease.

3. The rental, covenants, provisions and conditions of the within Memorandum of Lease 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 of Lease shall likewise and to the same effect be amended, assigned or terminated, as the case may be.

5. This Memorandum of Lease is executed in simplified short form for the convenience of the parties and for the purpose of recording the same, and this Memorandum of Lease 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.

This instrument prepared by:
GREAT LAKES ENERGY PARTNERS, L.L.C.
125 State Route 43, PO Box 550
Hartville, OH 44632

IN WITNESS WHEREOF, the parties hereto have set their hands to duplicates hereof the day and year first above written.

WITNESS:

LESSOR: RHCC, LLC

Print Name _____

Alan Larson
Alan Larson, President

Print Name _____

Luther E. Milspaw, Jr.
Luther E. Milspaw, Jr., Executive Treasurer

WITNESS:

GREAT LAKES ENERGY PARTNERS, L.L.C.

Print Name _____

Mark A. Acree
By: Mark A. Acree, Vice President - Land

CORPORATION ACKNOWLEDGEMENT

COMMONWEALTH OF PENNSYLVANIA)

) SS:

COUNTY OF CLEARFIELD)

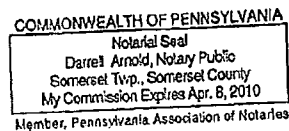
On this, the 22 day of February, 2008, before me DARRELL
ARNOLD, the undersigned officer, personally appeared Alan Larson who
acknowledged himself/herself to be the President of RHCC, LLC a Pennsylvania Limited Liability Company,
and that he as such President, being authorized to do so, executed the foregoing instrument for the purposes
therein contained by signing the name of the corporation by himself as President.

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

My Commission expires:



Darrell Arnold
Notary Public



This instrument prepared by:
GREAT LAKES ENERGY PARTNERS, L.L.C.
125 State Route 43, PO Box 550
Hartsville, OH 44632

00074

PLEASE RETURN TO:
RANGE RESOURCES - APPALACHIA, LLC.
125 STATE ROUTE 43
P.O. BOX 880
HARTVILLE, OHIO 44632

370330214

CORPORATION ACKNOWLEDGEMENT

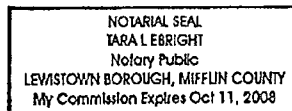
COMMONWEALTH OF PENNSYLVANIA)
COUNTY OF ~~CLEARFIELD~~ Dauphin) SS:

On this, the 21st day of February, 2008, before me Tara L. Ebright, the undersigned officer, personally appeared Luther E. Milspaw, Jr. who acknowledged himself to be the Executive Treasurer of RHCC, LLC a Pennsylvania Limited Liability Company, and that he as such Executive Treasurer, being authorized to do so, executed the foregoing instrument for the purposes therein contained by signing the name of the corporation by himself as Executive Treasurer.

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

My commission expires:

Tara L. Ebright
Notary Public



CORPORATION ACKNOWLEDGEMENT

STATE OF OHIO)
COUNTY OF PORTAGE) SS:

On this, the 3rd day of June, 2008, before me Rosanne M. Moore, the undersigned officer, personally appeared Mark A. Acree who acknowledged himself ~~himself~~ to be the Vice President - Land of Great Lakes Energy Partners, L.L.C., a limited liability corporation, and that he as such Vice President - Land, being authorized to do so, executed the foregoing instrument for the purposes therein contained by signing the name of the corporation by himself as Vice President - Land.

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

My commission expires:

Rosanne M. Moore



ROSANNE M MOORE
Notary Public, State of Ohio
My Commission Expires
May 14, 2012

This instrument prepared by:
GREAT LAKES ENERGY PARTNERS, L.L.C.
125 State Route 43, PO Box 550
Hartsville, OH 44632

OIL, GAS AND COALBED METHANE LEASE

THIS AGREEMENT, made and entered into this 21st day of February, 2008, by and between RHCC, LLC a Limited Liability Company of 80 Larson Road, P. O. Box 96, Kylertown, PA 16847 Phone No. 814-345-5101 hereinafter called the Lessor, and GREAT LAKO ENERGY PARTNERS, L.L.C., 125 State Route 43, P. O. Box 550, Hartsville, Ohio 44632 Phone No., (330) 877-6747, hereinafter called the Lessee, WITNESSETH:

1. That the Lessor, for and in consideration of Ten dollars (\$10.00) and other valuable consideration in hand paid by the Lessee, the receipt of which hereby acknowledged, and the covenants and agreements hereinafter contained, does hereby lease and let exclusively unto the Lessee, its successors or assigns, all that certain tract(s) of land hereinafter described, for the purpose of exploring for by geophysical, seismic, and other methods, drilling, operating, producing, removing and marketing oil, gas, and coalbed methane gas, and all associated hydrocarbons and all products produced therewith or which may be derived therefrom, along with the right to stimulate all coal seams or other strata or formations using any and all methods and technology available the time of stimulation, and of injecting and storing, air, gas, brine and other substances from any source and into any subsurface strata, other than potential water strata and workable coal strata (including but not limited to the right to inject into any wells on the leasehold property and to otherwise conduct such secondary or tertiary operations as may be required in the opinion of the Lessee), the right to conduct surveys (including seismic surveys) and transport by pipelines or otherwise across and through said lands oil, gas, and coalbed methane gas and their constituents from the subject and other land regardless of the source of such production or the location of the wells, which right to transport production from other properties across the leasehold premises shall survive the term of this lease for so long as the transportation of such production may be desired by the Lessee, and of placing of tank equipment, roads and structures thereon to procure and operate for the said products, together with the right to enter into and upon the leased premises at all times for the aforesaid purposes.

Said land is situate in Covington Township/District, Clearfield County, Pennsylvania, bounded substantially by lands now and/or formerly owned as follows:

North by: lands of Small Tract; Vallmont Memorial Foundation; Clearfield County Economic Development Authority

East by: lands of Clearfield Bak and Trust Company; RHCC, LLC

South by: lands of RHCC, LLC

West by: lands of Robert Moore et ux; Vallmont Memorial Foundation

Tax Parcel Number(s) 111-R5-00044-0000 (75.00 ac); 111-R5-00045-0000 (26.26 ac); 111-R5-00043-0000 (64.47 ac)

being all the property owned by Lessor or to which the Lessor may have any rights in said Section/Lot/District or adjoining Sections/Lots/District containing One Hundred Sixty-Five and 73/100 (165.73) acres, more or less, and being the property described in Deed Volume 200713927 of Clearfield County Record of Deeds.

2. This lease shall continue in force and the rights granted hereunder be quietly enjoyed by the Lessee for a term of five (5) years and so much longer thereafter as oil, gas, and/or coalbed methane gas or their constituents are produced or are capable of being produced on the premises in paying quantities, as the judgment of the Lessee, or as the premises shall be operated by the Lessee in the search for oil, gas, and/or coalbed methane gas and as provided in Paragraph 7 following.

3. This lease, however, shall become null and void and all rights of either party hereunder shall cease and terminate unless, within twelve months from the date hereof, a well shall be commenced on the premises, or unless the Lessee shall thereafter pay a delay rental of Ten Dollars (\$10.00) each year payments to be made annually until the commencement of a well. A well shall be deemed commenced when preparations for drilling have been commenced. It is stipulated that this lease shall not terminate for nonpayment of delay rentals unless Lessor first gives Lessee sixty (60) days written notice by registered mail of such nonpayment, and Lessee fails to tender such payment to Lessor within said sixty (60) day period.

4. In consideration of the premises the Lessee covenants and agrees:

(A) To deliver to the credit of the Lessor in tanks or pipelines, as royalty, free of cost, one-eighth (1/8) of all oil produced and saved from the premises, or at Lessee's option to pay Lessor the market price for such one-eighth (1/8) royalty oil at the published rate for oil of like grade and gravity prevailing on the date such oil is sold into tanks or pipelines. Payment of royalty for oil marketed during any calendar month to be on or about the 60th day after receipt of such funds by the lessee.

(B) To pay to the Lessor, as royalty for the oil, gas, and/or coalbed methane gas marketed and used off the premises and produced from each well drilled thereon, the sum of one-eighth (1/8) of the price paid to Lessee per thousand cubic feet of such oil, gas, and/or coalbed methane gas so marketed and used measured in accordance with Boyle's Law for the measurement of gas at varying pressures, on the basis of 10 ounces above 14.73 pounds atmospheric pressure, at a standard base temperature of 60 degrees Fahrenheit and stipulated flowing temperature of 60 degrees Fahrenheit, without allowance for temperature and barometric variations less any charges for transportation, dehydration and compression paid by Lessee to deliver the oil, gas, and/or coalbed methane gas for sale. Payment of royalty for oil, gas, and/or coalbed methane gas marketed during any calendar month to be on or about the 60th day after receipt of such funds by the Lessee.

(C) Lessee to deduct from payments in (A) and (B) above from receipts of proceeds by Lessee, Lessor's prorata share of any tax imposed by any government body.

(D) In the event Lessee does not sell the oil, gas, and/or coalbed methane gas to others, Lessor shall be paid on the basis of the lowest field market price paid by any public utility in the state at the well head for oil, gas, and/or coalbed methane gas of like kind and quality, and on the same basis that such utility would pay for such oil, gas, and/or coalbed methane gas, including any escalation in price that such utility would pay for such oil, gas, and/or coalbed methane gas as if a contract for the sale of same had been entered into at the time of initial production.

5. All money due under this lease shall be paid or tendered to the Lessor by check made payable to the order of and mailed to:

RHCC, LLC at P. O. BOX 96, KYLERTOWN, PA 16847

and the said named person shall continue as Lessor's agent to receive any and all sums payable under this lease regardless of changes in ownership in the premises, or in the oil, gas, and/or coalbed methane gas or their constituents, or in the rentals or royalties accruing hereunder until delivery to the Lessee or notice of change of ownership as hereinafter provided.

6. Lessor may, at Lessor's sole risk and cost, lay a pipeline to any one non-coalbed methane gas well on the premises, and take gas produced from said well for domestic use in one dwelling house on the leased premises, at Lessor's own risk, subject to the use and the right of abandonment of the well by the Lessee, and subject to any curtailments or shut-in by any purchaser of the gas. The first two hundred thousand cubic feet of gas taken each year shall be free of cost, but all gas in excess of two hundred thousand cubic feet of gas taken in each year shall be paid for at the last published rates of the gas utility in the town or area nearest to the leased premises or the field market rate, whichever is higher. Lessor to lay and maintain the pipeline and furnish regulators and other necessary equipment at Lessor's expense. Lessor shall also, at the request of Lessee, install a meter to measure said gas. This privilege is upon the condition precedent that the Lessor shall subscribe to and be bound by the reasonable rules and regulations of the Lessee relating to the use of said domestic use gas, and Lessor shall maintain the said pipeline, regulators and equipment in good repair and free of all gas leaks and operate the same so as not to cause waste or unnecessary leaks of gas. If the Lessor shall take excess gas as aforesaid in any year and fail to pay for the same, the Lessee may deduct payment for such excess gas from any rentals or royalties accruing to the Lessor hereunder. Lessor acknowledges that he has been advised as to the risks inherent in the taking of gas in this manner, and Lessor agrees to assume all such risks whether same be caused by Lessor's lines or equipment, or whether same be caused by Lessee's equipment or well operation; and Lessor agrees to hold Lessee and the well operator and all parties in interest in any well on the leasehold premises harmless from any claims of any nature whatsoever which may arise by the usage of gas from any such well by Lessor, his heirs, executors, administrators and assigns. The within right of domestic use gas shall not be assignable without the written consent of the Lessee. Lessor further agrees that upon the sale or transfer of the leasehold premises wherein someone other than the Lessor is entitled to take the gas under this Paragraph 6, the

the gas supply will be terminated by Lessee until the Seller of the property has received written consent to assign said domestic-use gas from Lessee a Buyer executes an agreement regarding the usage of the gas. In the absence of such an agreement and Lessee's written consent to assign said domestic-use gas, domestic-use gas under this provision shall terminate. Under no circumstances shall Lessor be entitled to use domestic-use gas from any well which produces methane gas from coal seams (coalbed methane).

7. In the event a well drilled hereunder is a dry hole and is plugged according to law, this lease shall become null and void and all rights of either party hereunder shall cease and terminate, unless within twelve (12) months from the date of the completion of the plugging of such well, the Lessee shall commence another well, or unless the Lessee after the termination of said twelve month period resumes the payment of delay rental as hereinabove provided.

8. In the event a well drilled hereunder is a producing well and the Lessee is unable to market the production therefrom, or should production cease from a producing well drilled on the premises, or should the Lessee desire to shut in producing wells, the Lessee agrees to pay the Lessor, commencing on the date one year from the completion of such producing well or the cessation of production, or the shutting in of producing wells, an advance royalty of \$1.00 per acre per year until production is marketed and sold off the premises or such well is plugged and abandoned according to law.

9. The consideration, land rentals or royalties paid and to be paid, as herein provided, are and will be accepted by the Lessor as adequate and full consideration for all the rights herein granted to the Lessee, and the further right of drilling or not drilling on the leased premises, whether on or off producing wells on adjacent or adjoining lands or otherwise, as the Lessee may elect.

10. Lessor hereby grants to the Lessee the right at any time to consolidate the leased premises or any part thereof or strata therein with other lands to form a oil, gas, and/or coalbed methane gas development unit of not more than 640 acres, or such larger unit as may be required by state law or regulation for the purpose of drilling a well thereon, but the Lessee shall in no event be required to drill more than one well on such unit. Any well drilled on such development 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 provided, however, that only the owner of the lands on which such a non-coalbed methane gas well is located may take gas for use in one dwelling house on such owner's lands in accordance with the provisions of this lease, and provided further that the Lessor agrees to accept, in lieu of the one-eighth (1/8) of gas, and/or coalbed methane gas royalty hereinbefore provided, that proportion of such one-eighth (1/8) royalty which the acreage consolidated bears to the total number of acres comprising said development unit. The Lessee shall effect such consolidation by executing a declaration of consolidation with the same formality as this oil, gas, and/or coalbed methane gas lease setting forth the leases or portions thereof consolidated, the royalty distribution as recorded the same in the recorder's office at the courthouse in the county in which the leased premises are located and by mailing a copy thereof to the Lessor at the address hereinabove set forth unless the Lessee is furnished with another address. If the well on said development unit shall thereafter be shut in, the well rental for shut-in royalty hereinbefore provided for such use shall be payable to the owners of the parcels of land comprising said unit in the proportion that the acreage of each parcel bears to the entire acreage consolidated. Lessee shall have the right to amend, alter or correct any such consolidation at any time in the same manner as herein provided.

11. In case the Lessor owns a less interest in the above described premises than the entire and undivided fee simple therein, then the royalties and rent herein provided for shall be paid to the Lessor only in the proportion which such interest bears to the whole and undivided fee. If said land is owned by two or more parties, or the ownership of any interest therein should hereafter be transferred by sale, devise or operation of law, said land, nevertheless, may be held, developed and operated as an entirety, and the rentals and royalties shall be divided among and paid to such several owners in the proportion that the acreage owned by each such owner bears to the entire leased acreage.

12. No change of ownership in the leased premises or in the rentals or royalties hereunder shall be binding on the Lessee until after notice to the Lessor by delivery of notice in writing duly signed by the parties to the instrument of conveyance or assignment and delivery of a duly certified copy thereof to the Lessee.

13. Lessee shall have the right to assign and transfer the within lease in whole or in part, and Lessor waives notice of any assignment or transfer of it within lease. Failure of payment of rental or royalty on any part of this lease shall not void this lease as to any other part. Lessor agrees that when and if the within lease is assigned, the Lessee herein shall have no further obligations hereunder. The Lessor further grants to the Lessee, for the protection of the Lessee's interest hereunder, the right to pay and satisfy any claim or lien against the Lessor's interest in the premises as herein leased and thereupon become subrogated to the rights of such claimant or lien holder, and the right to direct payment of all rentals and royalties to apply on the payment of any existing liens on the premises.

14. Lessee shall bury, when so requested by the Lessor, all pipelines used to conduct oil, gas, and/or coalbed methane gas to, on, through and off the premises and pay all damages to growing crops and drainage tiles and/or other artificial drainage fixture caused by operations under this lease. Lessee agrees to restore the premises in accordance with state laws. Any damages if not mutually agreed upon, to be ascertained and determined by two disinterested persons, one thereof to be appointed by the Lessor, one by the Lessee, and the third by the two so appointed, and the award of such two persons shall be final and conclusive and binding on all parties. Each party shall pay the cost of their appraiser and shall share the cost of the third appraiser. Arbitration shall be mandatory. No well shall be drilled within 200 feet of any existing barn or dwelling.

15. 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 structures shall be erected or moved on a location within one hundred feet (100') of a well or tank battery, or within twenty-five feet (25') of Lessee pipelines.

16. Lessee shall have the privilege of using sufficient oil, gas, coalbed methane gas, water, and/or minerals for operating on the premises and the right any time during or after the expiration of this lease to remove all pipe, well casing, machinery, equipment or fixtures placed on the premises. The Lessee shall have the right to surrender this lease or any portion thereof by written notice to the Lessor describing the portion which it elects to surrender, or returning the lease to the Lessor with the endorsement of surrender thereof, or by recording the surrender or partial surrender of this lease, any of which shall be a full and legal surrender of this lease as to all of the premises or such portion thereof as the surrender shall indicate and a cancellation of all liability under the same of each and all parties hereto relating in any way to the portion or all the premises indicated on said surrender, and the land rent hereinbefore set forth shall be reduced in proportion to the acreage surrendered.

17. In the event the Lessee is unable to perform any of the acts to be performed by the Lessee by reason of force majeure, including but not limited to a war of God, strikes, riots and governmental restrictions including but not limited to restrictions on the use of roads, this lease shall nevertheless remain in full force and effect until the Lessee can perform said act or acts and in no event shall the within lease expire for a period of ninety days after the termination of any force majeure.

18. In the event Lessor considers that Lessee has not complied with any of its obligations hereunder, either express or implied, Lessor shall notify Lessee in writing setting out specifically in what respects Lessee has breached this contract. Lessee shall then have thirty (30) days after receipt of said notice within which to meet or commence to meet all or any part of the breaches alleged by Lessor. The service of said notice shall be precedent to the bringing of any action by Lessor on said lease for any cause, and no such action shall be brought until the lapse of thirty (30) 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 all its obligations hereunder.

19. In consideration of the acceptance of this lease by the Lessee, the Lessor agrees for himself and his heirs, successors and assigns, that no other land for the minerals covered by this lease shall be granted by the Lessor during the term of this lease or any extension or renewal thereof granted to the Lessee herein. Upon the expiration of this lease and within sixty (60) days thereafter, Lessor grants to Lessee an option to extend or renew under similar terms like lease.

ADDENDUM

Attached to and made a part of that certain OIL, GAS AND COALBED METHANE LEASE Dated February 21, 2008 by and between RHCC, LLC, a Limited Liability Company, and GREAT LAKES ENERGY PARTNERS, L.L.C.

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

This is an oil and gas lease only, and not a coal bed methane lease.

1. The location of any well(s) to be drilled on the lease premises shall be approved by the Lessor or one of their representatives in writing prior to location thereof. Such approval shall not be unreasonably withheld or delayed.
2. Lessee agrees that any necessary pipelines, tank batteries, separators or compressors shall be placed on the leased premises only if they are in conjunction with Lessor's well(s) and production. No roads from adjacent properties shall be constructed on the leased premises without Lessor's written consent. Any other equipment or pipelines for other producing wells, desired by Lessee to be installed on the leased premises, shall be approved by Lessor in writing unless provided for under a separate agreement.
3. Upon the expiration of the primary term of the lease, the right to explore and drill for oil, gas and other hydrocarbon substances shall terminate, except Lessee may thereafter retain and operate all wells then producing oil, gas and other hydrocarbons. Lessee shall determine the amount of acres necessary to be held by either a vertical well(s) or a horizontal well(s), after well(s) have been completed, or that portion of the leased premises unitized with other lands, for any wells drilled on the leased premises during the term of the lease. On any portion of the leased premises that has terminated or been released by Lessee pursuant to this clause, Lessee, for itself, its successors and assigns, hereby reserves the right to use, maintain, operate, replace, remove and relocate any of its facilities, including but not limited to roadways, pipelines, and tank batteries, installed thereon for Lessee's wells. The rights for such facilities shall remain subject to the terms and conditions of the Lease. Lessor shall grant Lessee the appropriate right of way or easement to cover Lessee's continued use of the leased premises for such purpose.
4. Lessee agrees to notify Lessor at least twenty (20) days prior to commencing any construction activities on the leased premises to allow for Lessor's removal of marketable timber in the area(s) identified by Lessee for the proposed operations hereunder. Should Lessor choose not to remove such marketable timber, Lessee may remove said timber from the proposed operations area. Lessor shall then: (a) request Lessee to pay Lessor the value of any such marketable timber as damages at the prevailing stump price for the local area as determined by an independent timber appraiser, said marketable timber shall then become the property of Lessee and removed from the leased premises, OR (b) Lessor may request that Lessee stack the marketable timber on the leased premises at a mutually agreeable location in close proximity to the construction site, said marketable timber shall remain the property of Lessor."
5. Lessor shall approve, in writing, the unitization of any portion of the leased premises with other leases, except when Lessee determines that the well, in order to be economically feasible, must be located within the minimum required spacing and/or distance to a property line of the leased premises, as set forth by the rules and regulations of the State/ Commonwealth. Such approval shall not be unreasonably withheld or delayed.
6. Any and all pipeline laid by Lessee shall be buried to a minimum depth of thirty-two (32) inches below ground level with the exception of any necessary above ground appurtenances.
7. Lessee and Lessor covenant and agree that Lessee has not acquired and does not acquire the rights for the drilling of an underground gas or oil storage well. No well commenced by Lessee shall be converted to an underground gas or oil storage well without Lessor's written consent.

8. Lessee agrees to pay seven eighths (7/8th) of any increase in real estate or ad valorem taxes attributable to or resulting from assessment of the oil and gas within the leased premises.

9. No well shall be shut-in unless: (a) the shut-in is due to force majeure; (b) the shut-in is due to pipeline or equipment breakage, damage or malfunction; or (c) the shut-in is required because Lessee, in exercise of good faith and reasonable diligence, has been unable to secure a market for the production from such well. The shut-in status of any well shall persist only for so long as it is necessary to correct, through the exercise of good faith and due diligence, the condition giving rise to the shut-in of the well. No well shall be shut-in for the direct or indirect purpose of holding oil and/or gas reserves in place.

10. At such time as a well drilled on the leased premises commences producing and marketing natural gas, one and only one Lessor owning a residential dwelling located on the leased premises may elect, if not connecting for the use of natural gas as provided for in the lease, to receive "in lieu of" the allotment of natural gas, an annual cash payment of six hundred dollars (\$600). The "in lieu of" payment shall be prorated based on the number of months during the calendar year the gas was produced and marketed by Lessee. Such "in lieu of" payment shall be made annually by Lessee on or before the end of the first quarter of each subsequent calendar year. The election of Lessor to receive the "in lieu of" payment must be made to Lessee in writing and the beginning date of the "in lieu of" payment period shall be the first day of the calendar month following Lessee's receipt of such written notice. Lessor may only change its election to either connect for the use of gas or to receive the "in lieu of" payment herein described once during the term of the lease.

11. Paragraph 22 is amended to add: the initial one time delay rental payment of \$250.00 per acre equaling the sum of \$41,432.50 shall be paid within 90 days of the date Lease is signed by Lessor. Lessee shall conduct no activity on any of the properties leased hereunder, until said payment is made. The delay rental payment is not a prepaid royalty.

12. The Last sentence of paragraph 19 is deleted.

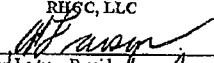
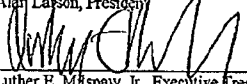
13. The Lessor and Lessee intend to be legally bound by the provisions of this oil and gas lease and its addendums.

14. Transportation costs as in paragraph 4(b) shall be only the charges from the pipeline company transporting the gas from well(s) after they have left the pipelines of the Lessee.

15. All gas shall be sold by Lessee at the best possible price obtainable.

16. The laws and regulations of the Commonwealth of Pennsylvania shall govern the performance of both parties under this Oil and Gas Lease.

Signatures

RHSC, LLC

Alan Larson, President

Luther E. Mispaw, Jr., Executive Treasurer

WITNESS:

Print Name _____


GREAT LAKES ENERGY PARTNERS, L.L.C.

By: Mark A. Acree, Vice President - Land

20. Lessor hereby warrants that Lessor is not currently receiving any bonus, rental, production royalty as the result of any prior oil and gas lease covering any or all of the subject premises, and that there are no commercially producing wells currently existing on the subject premises, or upon other lands within the boundaries of a drilling or production unit utilizing all or a part of the subject premises.

21. All covenants and conditions between the parties hereto shall extend to their heirs, personal representatives, successors and assigns, and the Lessee hereby warrants and agrees to defend the title to the lands herein described. It is mutually agreed that this instrument contains and expresses all of the agreements and understandings of the parties in regard to the subject matter thereof, and no implied covenant, agreement or obligation shall be read into the agreement 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, gas, and/or coalbed methane gas leased herein and such other documents relating to the sale of production as may be required by Lessee or others. Lessor grants Lessee a power of attorney to execute indemnifying division orders for the sale of oil, gas, and/or coalbed methane gas.

22. Lessee agrees to pay in advance Two Hundred Fifty (\$250.00) dollars per acre as a one time delay rental payment to Lessor for the primary term of this lease; this is a "Paid-Up" Lease.

23. See ADDENDUM attached hereto and made a part hereof for additional provisions to this lease.

IN WITNESS WHEREOF the Lessors have hereunder set their hands.

Signed and acknowledged in the presence of:

RHCC, LLC

Signature

Alan Larson, President

Luther E. Milspan, Jr., Executive Treasurer

WITNESS:

Print Name

GREAT LAKES ENERGY PARTNERS, L.L.C.

By: Mark A. Acree, Vice President - Land

CORPORATION ACKNOWLEDGEMENT

COMMONWEALTH OF PENNSYLVANIA

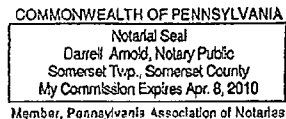
: SS

COUNTY OF CLEARFIELD

On this, the 22 day of February, 2008, before me DARRELL ARNOLD the undersigned officer, personally appeared Alan Larson, who acknowledged himself to be the President of RHCC, LLC, a corporation, and that he such President, being authorized to do so, executed the foregoing instrument for the purposes therein contained by signing the name of the corporation himself as President.

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

Notary Public



CORPORATION ACKNOWLEDGEMENT

COMMONWEALTH OF PENNSYLVANIA

: SS

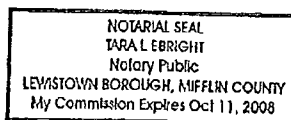
COUNTY OF Dauphin

On this, the 21st day of February, 2008, before me Tara L. Eubright the undersigned officer, personally appeared Luther E. Milspan, Jr., who acknowledged himself to be the Executive Treasurer of RHCC, LLC, a corporation, and that he as such Executive Treasurer, being authorized to do so, executed the foregoing instrument for the purposes therein contained signing the name of the corporation by himself as Executive Treasurer.

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

Notary Public

My Commission Expires:



This instrument was prepared by: GREAT LAKES ENERGY PARTNERS, L.L.C., 125 State/Route 43, P. O. Box 550, Hartsville, Ohio 44632
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370330214

CORPORATION ACKNOWLEDGMENT

STATE OF OHIO)
)SS
COUNTY OF PORTAGE)

On this, the 3RD day of June, 2008 before me Rosanne M. Moore, the undersigned officer, personally appeared Mark A. Acree, who acknowledged himself to be the Vice President - Land of Great Lakes Energy Partners, L.L.C., a limited liability corporation and that he as such Vice President - Land, being authorized to do so, executed the foregoing instrument for the purposes therein contained by signing the name of the corporation by himself as Vice President - Land.

In witness whereof, I hereunto set my hand and official seal.

My Commission Expires:

Rosanne M. Moore
Notary Public

Rosanne M. Moore
Print Name



ROSANNE M. MOORE
Notary Public, State of Ohio
My Commission Expires
May 14, 2012

00081

MAIL TO:
Great Lakes Energy Partners, L.L.C.
125 State Route 43, P.O. Box 550
Hartsville, Ohio 44632
Revised 12/21/05

370330014

9

**CLEARFIELD COUNTY
RECORDER OF DEEDS**

Maurene E. Inlow, Recorder
Betty L. Lansberry - Chief Deputy
P.O. Box 361

1 North Second Street, Suite 103
Clearfield, Pennsylvania 16830

AFFIDAVIT No. 41348

Instrument Number - 200808957
Recorded On 6/11/2008 At 12:15:56 PM
* Instrument Type - MEMORANDUM
* Total Pages - 4
Invoice Number - 187183
* Mortgagor - RHCC LLC
* Mortgagee - GREAT LAKES ENERGY PARTNERS LLC
* Customer - RESOURCES-APPALACHIA LLC

***RETURN DOCUMENT TO:**
RESOURCES-APPALACHIA LLC

*** FEES**
STATE WRIT TAX \$0.50
RECORDING FEES - \$13.00
RECORDER
RECORDER IMPROVEMENT \$3.00
FUND
COUNTY IMPROVEMENT FUND \$2.00
TOTAL PAID \$18.50

I hereby CERTIFY that this document
is recorded in the Recorder's Office of
Clearfield County, Pennsylvania.



Maurene E. Inlow
Maurene E. Inlow
Recorder of Deeds

THIS IS A CERTIFICATION PAGE

Do Not Detach

THIS PAGE IS NOW PART OF THIS LEGAL DOCUMENT

* - Information denoted by an asterisk may change during the verification process and may not be reflected on this page.

MEMORANDUM OF OIL, GAS, AND COALBED METHANE LEASE

THIS MEMORANDUM OF LEASE, dated this 21st day of February, 2008, by and between **RHCC, LLC, a Limited Liability Company, of 80 Larson Road, P. O. Box 96, Kylertown, PA 16841**, hereinafter called Lessor (whether one or more), and **GREAT LAKES ENERGY PARTNERS, L.L.C.**, whose address is 125 State Route 43, Hartville, Ohio 44632-0550 hereinafter referred to as "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 a certain lease between Lessor and Lessee dated February 21, 2008 (hereinafter referred to as the "Lease") does hereby grant, demise, lease and let exclusively unto Lessee the following described premises:

North by: lands of **Sportsmen Road; RHCC, LLC**

East by: lands of **Earl Snyder, Jr.**

South by: lands of **County National Bank (CNB); R. Michaels**

West by: lands of **County National Bank (CNB)**

Tax Parcel Number(s) **111-R5-00049-0000 (66.71 ac); 111-R5-00048-0000 (41.38);**

111-R5-00050-0000 (.69 ac) & 69.86 ac)

Containing **One Hundred Seventy-Eight and 64/100 (178.64)** acres, more or less, and located in **Covington** Township, **Clearfield** County, Commonwealth of Pennsylvania, (hereinafter referred to as the "Premises") for the purpose of exploring for (including but not limited to, conducting seismic surveys), drilling, operating, producing and removing oil, gas, and/or coalbed methane gas and all the constituents thereof, and to transport by pipelines or otherwise across and through said lands oil, gas, coalbed methane gas and the constituents from the Premises, and of placing of tanks, equipment, roads, structures, and other appurtenant facilities thereon to procure and operate for the said products, together with the right to enter into and upon the Premises at all times for the aforesaid purposes. Title to the Premises was conveyed to Lessor by deed recorded in Volume/Book **200713927** in the **Clearfield** County Records.

2. TO HAVE AND TO HOLD the Premises for a term commencing February 21, 2008 and terminating five (5) years thereafter, which term may be extended pursuant to paragraph 19 of the lease, and so much longer thereafter as oil, gas, and/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, and/or coalbed methane gas as further set forth in the Lease, unless earlier terminated in accordance with the terms and provisions of the Lease.

3. The rental, covenants, provisions and conditions of the within Memorandum of Lease 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 of Lease shall likewise and to the same effect be amended, assigned or terminated, as the case may be.

5. This Memorandum of Lease is executed in simplified short form for the convenience of the parties and for the purpose of recording the same, and this Memorandum of Lease 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.

This instrument prepared by:
GREAT LAKES ENERGY PARTNERS, L.L.C.
125 State Route 43, PO Box 550
Hartville, OH 44632

00083

3703302-15

IN WITNESS WHEREOF, the parties hereto have set their hands to duplicates hereof the day and year first above written.

WITNESS:

LESSOR: RHCC, LLC

Print Name _____

Alan Larson
Alan Larson, President

Print Name _____

Luther E. Milsap, Jr.
Luther E. Milsap, Jr., Executive Treasurer

WITNESS:

GREAT LAKES ENERGY PARTNERS, L.L.C.

Print Name _____

Mark A. Acree
By: Mark A. Acree, Vice President - Land

CORPORATION ACKNOWLEDGEMENT

COMMONWEALTH OF PENNSYLVANIA)

) SS:

COUNTY OF CLEARFIELD)

On this, the 22 day of February, 2008, before me DARRELL ARNOLD, the undersigned officer, personally appeared Alan Larson who acknowledged himself/herself to be the President of RHCC, LLC a Pennsylvania Limited Liability Company, and that he as such President, being authorized to do so, executed the foregoing Instrument for the purposes therein contained by signing the name of the corporation by himself as President.

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



Darrell Arnold
Notary Public

COMMONWEALTH OF PENNSYLVANIA

Notarial Seal
Darrell Arnold, Notary Public
Somerset Twp., Somerset County
My Commission Expires Apr. 8, 2010
Member, Pennsylvania Association of Notaries

This instrument prepared by:
GREAT LAKES ENERGY PARTNERS, L.L.C.
125 State Route 43, PO Box 550
Hartsville, OH 44632

00084

PLEASE RETURN TO:
RANGE RESOURCES - APPALACHIA, LLC.
125 STATE ROUTE 43
P.O. BOX 550
HARTVILLE, OHIO 44632

3703302-15

CORPORATION ACKNOWLEDGEMENT

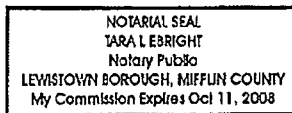
COMMONWEALTH OF PENNSYLVANIA)
COUNTY OF ~~CLARKE~~ Dauphin) SS:

On this, the 21st day of February, 2008, before me Tara L. Ebright, the undersigned officer, personally appeared Luther E. Milspaw, Jr. who acknowledged himself to be the Executive Treasurer of RHCC, LLC a Pennsylvania Limited Liability Company, and that he as such Executive Treasurer, being authorized to do so, executed the foregoing instrument for the purposes therein contained by signing the name of the corporation by himself as Executive Treasurer.

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

My commission expires:

Tara L. Ebright
Notary Public



CORPORATION ACKNOWLEDGEMENT

STATE OF OHIO)
COUNTY OF PORTAGE) SS:

On this, the 3RD day of June, 2008, before me Rosanne M. Moore, the undersigned officer, personally appeared Mark A. Acree who acknowledged himself ~~himself~~ to be the Vice President - Land of Great Lakes Energy Partners, L.L.C., a limited liability corporation, and that he as such Vice President - Land, being authorized to do so, executed the foregoing instrument for the purposes therein contained by signing the name of the corporation by himself as Vice President - Land.

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

My commission expires:

Rosanne M. Moore



ROSANNE M MOORE
Notary Public, State of Ohio
My Commission Expires
May 14, 2012

This instrument prepared by:
GREAT LAKES ENERGY PARTNERS, L.L.C.
123 State Route 43, PO Box 530
Hartsville, OH 44632

00085

370330215

OIL, GAS AND COALBED METHANE LEASE

9

THIS AGREEMENT, made and entered into this 21st day of February, 2008, by and between RHCC, LLC a Limited Liability Company of 80 Larson Road, P. O. Box 96, Kylertown, PA 16847 Phone No. 814-345-5101 hereinafter called the Lessor, and GREAT LAK ENERGY PARTNERS, L.L.C., 125 State Route 43, P. O. Box 550, Hartsville, Ohio 44632 Phone No., (330) 877-6747, hereinafter called the Lessee, WITNESSETH:

1. That the Lessor, for and in consideration of Ten dollars (\$10.00) and other valuable consideration in hand paid by the Lessee, the receipt of which hereby acknowledged, and the covenants and agreements hereinafter contained, does hereby lease and let exclusively unto the Lessee, its successors and assigns, all that certain tract(s) of land hereinafter described, for the purpose of exploring for by geophysical, seismic, and other methods, drilling, operating, producing, removing and marketing oil, gas, and coalbed methane gas, and all associated hydrocarbons and all products produced therewith or which may be derived therefrom, along with 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, and of injecting and storing, air, gas, brine and other substances from any source and into any subsurface strata, other than potential water strata and workable coal strata (including but not limited to the right to inject into any wells on the leasehold property and to otherwise conduct such secondary or tertiary operations as may be required in the opinion of the Lessee), the right to conduct surveys (including seismic surveys) and transport by pipelines or otherwise across and through said lands oil, gas, and coalbed methane gas and their constituents from the subject and other land regardless of the source of such production or the location of the wells, which right to transport production from other properties across the leasehold premises shall survive the term of this lease for so long as the transportation of such production may be desired by the Lessee, and of placing of tank equipment, roads and structures thereon to procure and operate for the said products, together with the right to enter into and upon the leased premises at all times for the aforesaid purposes.

Said land is situate in Covington Township/District, Clearfield County, Pennsylvania, bounded substantially by lands now and/or formerly owned as follows:

North by: lands of Sportsmen Road: RHCC, LLC
East by: lands of Karl Snyder, Jr.
South by: lands of County National Bank (CNB): R. Michaels
West by: lands of County National Bank (CNB)

Tax Parcel Number(s) 111-R5-00049-0000 (66.71 ac); 111-R5-00048-0000 (41.38); 111-R5-00050-0000 (.69 ac) & 69.86 ac

being all the property owned by Lessor or to which the Lessor may have any rights in said Section/Lot/District or adjoining Sections/Lots/District containing One Hundred Seventy-Eight and 64/100 (178.64) acres, more or less, and being the property described in Deed Volume 200713927 of Clearfield County Record of Deeds.

2. This lease shall continue in force and the rights granted hereunder be quietly enjoyed by the Lessee for a term of five (5) years and so much longer thereafter as oil, gas, and/or coalbed methane gas or their constituents are produced or are capable of being produced on the premises in paying quantities, in the judgment of the Lessee, or as the premises shall be operated by the Lessee in the search for oil, gas, and/or coalbed methane gas and as provided in Paragraph 7 following.

3. This lease, however, shall become null and void and all rights of either party hereunder shall cease and terminate unless, within twelve months from the date hereof, a well shall be commenced on the premises, or unless the Lessee shall thereafter pay a delay rental of Ten Dollars (\$10.00) each year payments to be made annually until the commencement of a well. A well shall be deemed commenced when preparations for drilling have been commenced. It is stipulated that this lease shall not terminate for nonpayment of delay rentals unless Lessor first gives Lessee sixty (60) days written notice by registered mail of such nonpayment, and Lessee fails to tender such payment to Lessor within said sixty (60) day period.

4. In consideration of the premises the Lessee covenants and agrees:

(A) To deliver to the credit of the Lessor in tanks or pipelines, as royalty, free of cost, one-eighth (1/8) of all oil produced and saved from the premises, or at Lessee's option to pay Lessor the market price for such one-eighth (1/8) royalty oil at the published rate for oil of like grade and gravity prevailing on the date such oil is sold into tanks or pipelines. Payment of royalty for oil marketed during any calendar month to be on or about the 60th day after receipt of such funds by the Lessee.

(B) To pay to the Lessor, as royalty for the oil, gas, and/or coalbed methane gas marketed and used off the premises and produced from each well drilled thereon, the sum of one-eighth (1/8) of the price paid to Lessee per thousand cubic feet of such oil, gas, and/or coalbed methane gas so marketed and used measured in accordance with Boyle's Law for the measurement of gas at varying pressures, on the basis of 10 ounces above 14.73 pounds atmospheric pressure, at a standard base temperature of 60 degrees Fahrenheit and stipulated flowing temperature of 60 degrees Fahrenheit, without allowance for temperature and barometric variations less any charges for transportation, dehydration and compression paid by Lessee to deliver the oil, gas, and/or coalbed methane gas for sale. Payment of royalty for oil, gas, and/or coalbed methane gas marketed during any calendar month to be on or about the 60th day after receipt of such funds by the Lessee.

(C) Lessee to deduct from payments in (A) and (B) above from receipts of proceeds by Lessee, Lessor's prorata share of any tax imposed by any government body.

(D) In the event Lessee does not sell the oil, gas, and/or coalbed methane gas to others, Lessor shall be paid on the basis of the lowest field market price paid by any public utility in the state at the well head for oil, gas, and/or coalbed methane gas of like kind and quality, and on the same basis that such utility would pay for such oil, gas, and/or coalbed methane gas, including any escalation in price that such utility would pay for such oil, gas, and/or coalbed methane gas as if a contract for the sale of same had been entered into at the time of initial production.

5. All money due under this lease shall be paid or tendered to the Lessor by check made payable to the order of and mailed to:

RHCC, LLC at P. O. BOX 96, KYLERTOWN, PA 16847

and the said named person shall continue as Lessor's agent to receive any and all sums payable under this lease regardless of changes in ownership in the premises, or in the oil, gas, and/or coalbed methane gas or their constituents, or in the rentals or royalties accruing hereunder until delivery to the Lessee or notice of change of ownership as hereinafter provided.

6. Lessor may, at Lessor's sole risk and cost, lay a pipeline to any one non-coalbed methane gas well on the premises, and take gas produced from said well for domestic use in one dwelling house on the leased premises, at Lessor's own risk, subject to the use and the right of abandonment of the well by the Lessee, and subject to any curtailments or shut-in by any purchaser of the gas. The first two hundred thousand cubic feet of gas taken each year shall be free of cost, but all gas in excess of two hundred thousand cubic feet of gas taken in each year shall be paid for at the last published rates of the gas utility in the town or area nearest to the leased premises or the field market rate, whichever is higher. Lessor to lay and maintain the pipeline and furnish regulators and other necessary equipment at Lessor's expense. Lessor shall also, at the request of Lessee, install a meter to measure said gas. This privilege is upon the condition precedent that the Lessor shall subscribe to and be bound by the reasonable rules and regulations of the Lessee relating to the use of said domestic use gas, and Lessor shall maintain the said pipeline, regulators and equipment in good repair and free of all gas leaks and operate the same so as not to cause waste or unnecessary leaks of gas. If the Lessor shall take excess gas as aforesaid in any year and fail to pay for the same, the Lessee may deduct payment for such excess gas from any rentals or royalties accruing to the Lessor hereunder. Lessor acknowledges that he has been advised as to the risks inherent in the taking of gas in this manner, and Lessor agrees to assume all such risks whether same be caused by Lessor's lines or equipment, or whether same be caused by Lessee's equipment or well operation; and Lessor agrees to hold Lessee and the well operator and all parties in interest in any well on the leasehold premises harmless from any claims of any nature whatsoever which may rise by the usage of gas from any such well by Lessor, his heirs, executors, administrators and assigns. The within right of domestic use gas shall not be assignable without the written consent of the Lessee. Lessor further agrees that upon the sale or transfer of the leasehold premises wherein someone other than the Lessor is entitled to take the gas under this Paragraph 6, that

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the gas supply will be terminated by Lessee until the seller of the property has received written consent to assign said domestic-use gas from Lessee to Buyer, executes an agreement regarding the usage of the gas. In the absence of such an agreement and Lessor's written consent to assign said domestic-use gas, domestic-use gas under this provision shall terminate. Under no circumstances shall Lessor be entitled to use domestic-use gas from any well which produces methane gas from coal seams (coalbed methane).

7. In the event a well drilled hereunder is a dry hole and is plugged according to law, this lease shall become null and void and all rights of either party hereunder shall cease and terminate, unless within twelve (12) months from the date of the completion of the plugging of such well, the Lessee shall commence another well, or unless the Lessee after the termination of said twelve month period resumes the payment of delay rental as hereinabove provided.

8. In the event a well drilled hereunder is a producing well and the Lessee is unable to market the production therefrom, or should production cease from a producing well drilled on the premises, or should the Lessee desire to shut in producing wells, the Lessee agrees to pay the Lessor, commencing on the date one year from the completion of such producing well or the cessation of production, or the shutting in of producing wells, an advance royalty of \$1.00 per acre per year until production is marketed and sold off the premises or such well is plugged and abandoned according to law.

9. The consideration, land rentals or royalties paid and to be paid, as herein provided, are and will be accepted by the Lessor as adequate and full consideration for all the rights herein granted to the Lessee, and the further right of drilling or not drilling on the leased premises, whether to off-shoot producing wells on adjacent or adjoining lands or otherwise, as the Lessee may elect.

10. Lessor hereby grants to the Lessee the right at any time to consolidate the leased premises or any part thereof or strata therein with other lands to form a oil, gas, and/or coalbed methane gas development unit of not more than 640 acres, or such larger unit as may be required by state law or regulation for the purpose of drilling a well thereon, but the Lessee shall in no event be required to drill more than one well on such unit. Any well drilled on said development 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 provided, however, that only the owner of the lands on which such a non-coalbed methane gas well is located may take gas for use in one dwelling house on such owner's lands in accordance with the provisions of this lease, and provided further that the Lessor agrees to accept, in lieu of the one-eighth (1/8) of gas, and/or coalbed methane gas royalty hereinbefore provided, that proportion of such one-eighth (1/8) royalty which the acreage consolidated bears to the total number of acres comprising said development unit. The Lessee shall effect such consolidation by executing a declaration of consolidation with the same formality as this oil, gas, and/or coalbed methane gas lease setting forth the leases or portions thereof consolidated, the royalty distribution and recording the same in the recorder's office at the courthouse in the county in which the leased premises are located and by mailing a copy thereof to the Lessor at the address hereinabove set forth unless the Lessee is furnished with another address. If the well on said development unit shall thereafter be shut in, the well rental for shut-in royalty hereinbefore provided for such use shall be payable to the owners of the parcels of land comprising said unit in proportion that the acreage of each parcel bears to the entire acreage consolidated. Lessee shall have the right to amend, alter or correct any such consolidation at any time in the same manner as herein provided.

11. In case the Lessor owns a less interest in the above described premises than the entire and undivided fee simple therein, then the royalties and rent herein provided for shall be paid to the Lessor only in the proportion which such interest bears to the whole and undivided fee. If said land is owned by two or more parties, or the ownership of any interest therein should hereafter be transferred by sale, devise or operation of law, said land, nevertheless, may be held, developed and operated as an entirety, and the rentals and royalties shall be divided among and paid to such several owners in the proportion that the acreage owned by each such owner bears to the entire leased acreage.

12. No change of ownership in the leased premises or in the rentals or royalties hereunder shall be binding on the Lessee until after notice to the Lessor by delivery of notice in writing duly signed by the parties to the instrument of conveyance or assignment and delivery of a duly certified copy thereof to the Lessee.

13. Lessee shall have the right to assign and transfer the within lease in whole or in part, and Lessor waives notice of any assignment or transfer of the within lease. Failure of payment of rental or royalty on any part of this lease shall not void this lease as to any other part. Lessor agrees that when and if the within lease is assigned, the Lessee herein shall have no further obligations hereunder. The Lessor further grants to the Lessee, for the protection of Lessee's interest hereunder, the right to pay and satisfy any claim or lien against the Lessor's interest in the premises as herein leased and thereupon become subrogated to the rights of such claimant or lien holder, and the right to direct payment of all rentals and royalties to apply on the payment of any existing liens on the premises.

14. Lessee shall bury, when so requested by the Lessor, all pipelines used to conduct oil, gas, and/or coalbed methane gas to, on, through and off the premises and pay all damages to growing crops and drainage tiles and/or other artificial drainage fixture caused by operations under this lease. Lessee agrees to restore the premises in accordance with state laws. Any damages if not mutually agreed upon, to be ascertained and determined by three disinterested persons, one thereof to be appointed by the Lessor, one by the Lessee, and the third by the two so appointed, and the award of such three persons shall be final and conclusive and binding on all parties. Each party shall pay the cost of their appraiser and shall share the cost of the third appraiser. Arbitration shall be mandatory. No well shall be drilled within 200 feet of any existing barn or dwelling.

15. 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 structures shall be erected or moved on a location within one hundred feet (100') of a well or tank battery, or within twenty-five feet (25') of Lessee pipelines.

16. Lessee shall have the privilege of using sufficient oil, gas, coalbed methane gas, water, and/or minerals for operating on the premises and the right any time during or after the expiration of this lease to remove all pipe, well casing, machinery, equipment or fixtures placed on the premises. The Lessee shall have the right to surrender this lease or any portion thereof by written notice to the Lessor describing the portion which it elects to surrender, or returning the lease to the Lessor with the endorsement of surrender thereof, or by recording the surrender or partial surrender of this lease, any of which shall be a full and legal surrender of this lease as to all of the premises or such portion thereof as the surrender shall indicate and a cancellation of all liability under the same of each and all parties hereto relating in any way to the portion or all the premises indicated on said surrender, and the land hereunder set forth shall be reduced in proportion to the acreage surrendered.

17. In the event the Lessee is unable to perform any of the acts to be performed by the Lessee by reason of force majeure, including but not limited to acts of God, strikes, riots and governmental restrictions including but not limited to restrictions on the use of roads, this lease shall nevertheless remain in full force and effect until the Lessee can perform said act or acts and in no event shall the within lease expire for a period of ninety days after the termination of any force majeure.

18. In the event Lessor considers that Lessee has not complied with any of its obligations hereunder, either express or implied, Lessor shall notify Lessee in writing setting out specifically in what respects Lessee has breached this contract. Lessee shall then have thirty (30) days after receipt of said notice within which to meet or commence to meet all or any part of the breaches alleged by Lessor. The service of said notice shall be precedent to the bringing of any action by Lessor on said lease for any cause, and no such action shall be brought until the lapse of thirty (30) 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 all its obligations hereunder.

19. In consideration of the acceptance of this lease by the Lessee, the Lessor agrees for himself and his heirs, successors and assigns, that no other lease for the minerals covered by this lease shall be granted by the Lessor during the term of this lease or any extension or renewal thereof granted to the Lessee herein. Upon the expiration of this lease and within sixty (60) days thereafter, Lessor grants to Lessee an option to extend or renew under similar terms and conditions.

20. Lessor hereby warrants that Lessor is not currently receiving any bonus, rental, production royalty or the result of any prior oil and gas lease covering any or all of the subject premises, and that there are no commercially producing wells currently existing on the subject premises, or upon other lands within the boundaries of a drilling or production unit utilizing all or a part of the subject premises.

21. All covenants and conditions between the parties hereto shall extend to their heirs, personal representatives, successors and assigns, and the Lessee hereby warrants and agrees to defend the title to the lands herein described. It is mutually agreed that this instrument contains and expresses all of the agreements and understandings of the parties in regard to the subject matter thereof, and no implied covenant, agreement or obligation shall be read into the agreement 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, gas, and/or coalbed methane gas leased herein and such other documents relating to the sale of production as may be required by Lessee or others. Lessor grants Lessee a power of attorney to execute indemnifying division orders for the sale of oil, gas, and/or coalbed methane gas.

22. Lessee agrees to pay in advance Two Hundred Fifty (\$250.00) dollars per acre as a one time delay rental payment of Lessor for the primary term of this lease; this is a "Paid-Up" Lease.

23. See ADDENDUM attached hereto and made a part hereof for additional provisions to this lease.

IN WITNESS WHEREOF the Lessors have hereunder set their hands.

Signed and acknowledged in the presence of:

RHCC, LLC

Signature:

Alan Larson, President

Luther E. Milspaw, Jr., Executive Treasurer

WITNESS:

Print Name:

GREAT LAKES ENERGY PARTNERS, L.L.C.

By: Mark A. Acree, Vice President - Land

CORPORATION ACKNOWLEDGEMENT

COMMONWEALTH OF PENNSYLVANIA

: SS

COUNTY OF CLEARFIELD

On this, the 22 day of February, 2008, before me DARRELL ARNOLD the undersigned officer, personally appeared Alan Larson, who acknowledged himself to be the President of RHCC, LLC, a corporation, and that he such President, being authorized to do so, executed the foregoing instrument for the purposes therein contained by signing the name of the corporation himself as President.

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

Darrell Arnold
Notary Public

COMMONWEALTH OF PENNSYLVANIA
Notarial Seal
Darrell Arnold, Notary Public
Somerset Twp., Somerset County
My Commission Expires Apr. 8, 2010
Member, Pennsylvania Association of Notaries

CORPORATION ACKNOWLEDGEMENT

COMMONWEALTH OF PENNSYLVANIA

: SS

COUNTY OF Dauphin

On this, the 21st day of February, 2008, before me Tara L. Ebright the undersigned officer, personally appeared Luther E. Milspaw, Jr. who acknowledged himself to be the Executive Treasurer of RHCC, LLC corporation, and that he as such Executive Treasurer, being authorized to do so, executed the foregoing instrument for the purposes therein contained signing the name of the corporation by himself as Executive Treasurer.

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

Tara L. Ebright
Notary Public

My Commission Expires:

NOTARIAL SEAL
TARA L. EBRIGHT
Notary Public
LEWISTOWN BOROUGH, MIFFLIN COUNTY
My Commission Expires Oct 11, 2008

This instrument was prepared by: GREAT LAKES ENERGY PARTNERS, L.L.C., 125 State/ Route 43, P. O. Box 550, Hartsville, Ohio 44632
E:\gldform\stdforms\palease.doc-08.05.04

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CORPORATION ACKNOWLEDGMENT

STATE OF OHIO)
)SS
COUNTY OF PORTAGE)

On this, the 3rd day of June, 2008 before me Rosanne M. Moore, the undersigned officer, personally appeared Mark A. Acree, who acknowledged himself to be the Vice President – Land of Great Lakes Energy Partners, L.L.C., a limited liability corporation and that he as such Vice President – Land, being authorized to do so, executed the foregoing instrument for the purposes therein contained by signing the name of the corporation by himself as Vice President – Land.

In witness whereof, I hereunto set my hand and official seal.

My Commission Expires:

Rosanne M. Moore
Notary Public

Rosanne M. Moore
Print Name



ROSANNE M MOORE
Notary Public, State of Ohio
My Commission Expires
May 14, 2012

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MAIL TO:
Great Lakes Energy Partners, L.L.C.
125 State Route 43, P.O. Box 550
Hartsville, Ohio 44632
Revised 12/21/05

3703302-15

ADDENDUM

Attached to and made a part of that certain OIL, GAS AND COALBED METHANE LEASE Dated February 21, 2008 by and between RHCC, LLC, a Limited Liability Company, and GREAT LAKES ENERGY PARTNERS, L.L.C.

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

This is an oil and gas lease only, and not a coal bed methane lease.

1. The location of any well(s) to be drilled on the lease premises shall be approved by the Lessor or one of their representatives in writing prior to location thereof. Such approval shall not be unreasonably withheld or delayed.
2. Lessee agrees that any necessary pipelines, tank batteries, separators or compressors shall be placed on the leased premises only if they are in conjunction with Lessor's well(s) and production. No roads from adjacent properties shall be constructed on the leased premises without Lessor's written consent. Any other equipment or pipelines for other producing wells, desired by Lessee to be installed on the leased premises, shall be approved by Lessor in writing unless provided for under a separate agreement.
3. Upon the expiration of the primary term of the lease, the right to explore and drill for oil, gas and other hydrocarbon substances shall terminate, except Lessee may thereafter retain and operate all wells then producing oil, gas and other hydrocarbons. Lessee shall determine the amount of acres necessary to be held by either a vertical well(s) or a horizontal well(s), after well(s) have been completed, or that portion of the leased premises unitized with other lands, for any wells drilled on the leased premises during the term of the lease. On any portion of the leased premises that has terminated or been released by Lessee pursuant to this clause, Lessee, for itself, its successors and assigns, hereby reserves the right to use, maintain, operate, replace, remove and relocate any of its facilities, including but not limited to roadways, pipelines, and tank batteries, installed thereon for Lessee's wells. The rights for such facilities shall remain subject to the terms and conditions of the Lease. Lessor shall grant Lessee the appropriate right of way or easement to cover Lessee's continued use of the leased premises for such purpose.
4. Lessee agrees to notify Lessor at least twenty (20) days prior to commencing any construction activities on the leased premises to allow for Lessor's removal of marketable timber in the area(s) identified by Lessee for the proposed operations hereunder. Should Lessor choose not to remove such marketable timber, Lessee may remove said timber from the proposed operations area. Lessor shall then: (a) request Lessee to pay Lessor the value of any such marketable timber as damages at the prevailing stump price for the local area as determined by an independent timber appraiser, said marketable timber shall then become the property of Lessee and removed from the leased premises, OR (b) Lessor may request that Lessee stack the marketable timber on the leased premises at a mutually agreeable location in close proximity to the construction site, said marketable timber shall remain the property of Lessor."
5. Lessor shall approve, in writing, the utilization of any portion of the leased premises with other leases, except when Lessee determines that the well, in order to be economically feasible, must be located within the minimum required spacing and/or distance to a property line of the leased premises, as set forth by the rules and regulations of the State/ Commonwealth. Such approval shall not be unreasonably withheld or delayed.
6. Any and all pipeline laid by Lessee shall be buried to a minimum depth of thirty-two (32) inches below ground level with the exception of any necessary above ground appurtenances.
7. Lessee and Lessor covenant and agree that Lessee has not acquired and does not acquire the rights for the drilling of an underground gas or oil storage well. No well commenced by Lessee shall be converted to an underground gas or oil storage well without Lessor's written consent.

8. Lessee agrees to pay seven eighths (7/8th) of any increase in real estate or ad valorem taxes attributable to or resulting from assessment of the oil and gas within the leased premises.

9. No well shall be shut-in unless: (a) the shut-in is due to force majeure; (b) the shut-in is due to pipeline or equipment breakage, damage or malfunction; or (c) the shut-in is required because Lessee, in exercise of good faith and reasonable diligence, has been unable to secure a market for the production from such well. The shut-in status of any well shall persist only for so long as it is necessary to correct, through the exercise of good faith and due diligence, the condition giving rise to the shut-in of the well. No well shall be shut-in for the direct or indirect purpose of holding oil and/or gas reserves in place.

10. At such time as a well drilled on the leased premises commences producing and marketing natural gas, one and only one Lessor owning a residential dwelling located on the leased premises may elect, if not connecting for the use of natural gas as provided for in the lease, to receive "in lieu of" the allotment of natural gas, an annual cash payment of six hundred dollars (\$600). The "in lieu of" payment shall be prorated based on the number of months during the calendar year the gas was produced and marketed by Lessee. Such "in lieu of" payment shall be made annually by Lessee on or before the end of the first quarter of each subsequent calendar year. The election of Lessor to receive the "in lieu of" payment must be made to Lessee in writing and the beginning date of the "in lieu of" payment period shall be the first day of the calendar month following Lessee's receipt of such written notice. Lessor may only change its election to either connect for the use of gas or to receive the "in lieu of" payment herein described once during the term of the lease.

11. Paragraph 22 is amended to add: the initial one time delay rental payment of \$250.00 per acre equaling the sum of \$44,660.00 shall be paid within 90 days of the date Lease is signed by Lessor. Lessee shall conduct no activity on any of the properties leased hereunder, until said payment is made. The delay rental payment is not a prepaid royalty.

12. The Last sentence of paragraph 19 is deleted.

13. The Lessor and Lessee intend to be legally bound by the provisions of this oil and gas lease and its addendums.

14. Transportation costs as in paragraph 4(b) shall be only the charges from the pipeline company transporting the gas from well(s) after they have left the pipelines of the Lessee.

15. All gas shall be sold by Lessee at the best possible price obtainable.

16. The laws and regulations of the Commonwealth of Pennsylvania shall govern the performance of both parties under this Oil and Gas Lease.

Signatures

RHCC, LLC

Alex L. Larson, President

Luther E. Milsap, Jr., Executive Treasurer

WITNESS:

Print Name _____

GREAT LAKES ENERGY PARTNERS, L.L.C.

By: Mark A. Acree, Vice President - Land

Exhibit “C”

LUTHER E. MILSPAW, Jr.
ATTORNEY AT LAW
130 STATE STREET
P.O. BOX 946
HARRISBURG, PA 17108-0946

LUTHER E. MILSPAW, Jr., Esquire

Tara L. Ebright, Paralegal Specialist

Phone (717) 236-3141
Facsimile (717) 236-0791
Luthermilspaw@milspawlawfirm.com
Taraebright@milspawlawfirm.com

February 21, 2008

Darrell Arnold, Independent Land Agent
189 Amber Lane
Somerset, PA 15501

Re: Gas leases between RHCC, LLC and Great Lakes Energy Partners, LLC


Dear Mr. Arnold:

It was a pleasure to meet with you this morning. You brought with you and I have signed, as one of the officers of RHCC, LLC, the nine (9) leases relating to the properties in Clearfield County, Pennsylvania. It could very well be that Alan and Roger Larson will have other comments and/or changes to the leases and if they do, I will be discussing those changes with them. You should not construe my signature on the various leases, addendums, and so forth as Treasurer of RHCC, LLC, to be the action of RHCC, LLC until it is further executed by Alan Larson, as President.

It is my understanding that you will be taking the documents once they are executed to Great Lakes Energy Partners to obtain the appropriate signatures from them. It is requested that you then furnish to me a complete set of fully executed leases to retain in our files.

Best personal regards,

Sincerely,


LUTHER E. MILSPAW, Jr.

LEMjr/tle

cc: Alan Larson {via facsimile only}

**IN THE COURT OF COMMON PLEAS OF
CLEARFIELD COUNTY, PENNSYLVANIA
CIVIL DIVISION**

IN RE:
MACKENZIE ELIZABETH BAUMMER
d.o.b. 11/10/92
NO. 2008-2272-CD

NOTICE

Notice is hereby given that, on the 24th day of November, 2008, the Petition of SUSAN ELIZABETH WEIS was filed in the above named Court requesting an order to change the name of MACKENZIE ELIZABETH BAUMMER to MACKENZIE ELIZABETH WEIS.

The Court has fixed the 5th day of January, 2009, at 3:00 p.m., in Courtroom

Lot No. 74 in the general plan for the Village
of Boardman, recorded as aforesaid.

BEING the same premises as was
conveyed to the Mortgagors herein by Deed
of Catherine Winifred Witherow dated
August 9, 1996 and entered for record in the
Recorder's Office of Clearfield County in
Deeds & Records Book Volume 1779 Page
506.

SEIZED, taken in execution to be sold
as the property of ROBERT A. BLOOM AND
HOLLY M. BLOOM, at the suit of FIRST
COMMONWEALTH BANK, FORMERLY
NBOC BANK. JUDGMENT NO. 08-422-CD.

SCHEDULE "A"

Chester A. Hawkins, Sheriff.

ADV: December 12th, 19th, 26th, 2008.

NOTICE

NOTICE IS HEREBY GIVEN that a Certificate of Organization was filed with the Department of State of the Commonwealth of Pennsylvania on the 23rd day of October, 2008, with respect to a proposed limited liability company to be organized under the Pennsylvania Business Corporation Law of 1988, as amended.

The name of the proposed limited

No. 1 of the Clearfield County Courthouse,
Clearfield, Pennsylvania, as the time and
place for the hearing on said Petition, when
and where all interested parties may appear
and show cause, if any, why the request of
the petitioner should not be granted.
Benjamin S. Blakley, III, Esquire,
BLAKLEY & JONES, Attorney for Petitioner,
90 Beaver Drive, Box 6, DuBois, PA 15801.

Exhibit “D”

luthermilspaw@milspawlawfirm.com

From: <luthermilspaw@milspawlawfirm.com>
To: "ww1812" <ww1812@dragonbbs.com>
Sent: Wednesday, March 05, 2008 5:11 PM
Subject: Status of signature on Leases by Great Lakes?

Luther E. Milspaw, Jr., Esquire
I.D. No. 19226
130 State Street
Harrisburg, Pa. 17101
717-236-3141 Voice.
717-236-0791 Fax
LutherMilspaw@MilspawLawFirm.com

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6/3/2008

luthermilspaw@milspawlawfirm.com

From: <luthermilspaw@milspawlawfirm.com>
To: <daka@dragonbbs.com>
Sent: Thursday, March 06, 2008 1:19 PM
Subject: Re: email about signatures

Darrell

We continue to get inquiries and I want to know whether Great Lakes has signed and get a fully executed copy of the lease. Please call and find out or give me the name to call. In the absence of a fully signed lease, there is no lease.

Thanks

Chip

Luther E. Milspaw, Jr., Esquire
I.D. No. 19226
130 State Street
Harrisburg, Pa. 17101
717-236-3141 Voice.
717-236-0791 Fax
LutherMilspaw@MilspawLawFirm.com

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----- Original Message -----

From: daka@dragonbbs.com
To: LutherMilspaw@MilspawLawFirm.com
Sent: Thursday, March 06, 2008 10:01 AM
Subject: email about signatures

received your email but did not understand what the question was.

have sent all leases to Great Lakes and have not heard of any problems so all must be OK

Darrell

6/3/2008

Exhibit “E”

luthermilspaw@milspawlawfirm.com

From: <luthermilspaw@milspawlawfirm.com>
To: <daka@dragonbbs.com>
Cc: "Chip" <luthermilspaw@milspawlawfirm.com>
Sent: Thursday, May 15, 2008 6:54 PM
Attach: Great Lakes Energy Partners, L.L.C. May 15, 2008.wpd
Subject: Fw: RHCC LLC / GREAT LAKES LEASES

Darrell

You failed to respond to my email of last week; neither did I get a response from Mark Acree.
Thus, see the attached letter.

BE GUIDED ACCORDINGLY

Luther E. Milspaw, Jr., Esquire
I.D. No. 19226
130 State Street
Harrisburg, Pa. 17101
717-236-3141 Voice.
717-236-0791 Fax
LutherMilspaw@MilspawLawFirm.com

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----- Original Message -----

From: luthermilspaw@milspawlawfirm.com
To: daka@dragonbbs.com
Sent: Tuesday, May 06, 2008 12:25 PM
Subject: RHCC LLC / GREAT LAKES LEASES

Darrell:

We are close to 90 days from the date of signature by us on the leases. Can you give me a status report on their review and signature by Great Lakes, and the payment(s) due us?

Thanks

Chip

Luther E. Milspaw, Jr., Esquire
I.D. No. 19226
130 State Street
Harrisburg, Pa. 17101
717-236-3141 Voice.
717-236-0791 Fax
LutherMilspaw@MilspawLawFirm.com

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|

6/3/2008

Exhibit “F”

LUTHER E. MILSPAW, Jr.
ATTORNEY AT LAW
130 STATE STREET
P.O. BOX 946
HARRISBURG, PA 17108-0946

LUTHER E. MILSPAW, Jr., Esquire

Tara L. Ebright, Paralegal Specialist

Phone (717) 236-3141
Facsimile (717) 236-0791
Luthermilspaw@milspawlawfirm.com
Taraebright@milspawlawfirm.com

May 15, 2008

Via Fax to 330-877-6129 Only
Great Lakes Energy Partners, L.L.C.
Attn: Mark A. Acree, Vice President, Land
125 State Route 43, PO Box 550
Hartville, OH 44632

Re: Gas leases between RHCC, LLC and Great Lakes Energy Partners,
LLC

Dear Mr. Acree:

I am attorney for RHCC, LLC as well as its treasurer. This letter is written on behalf of RHCC, LLC. Alan Larson as President and I as Treasurer signed as officers of RHCC, LLC, the nine (9) proposed leases and related addendums and other documents relating to the properties of RHCC, LLC in Clearfield County, Pennsylvania. You were delivered the documents for appropriate execution on behalf of Great Lakes Energy Partners within a few days of February 21, 2008, the date we signed them.

Great Lakes Energy Partners, LLC has never delivered to us a signed original nor copy of the proposed leases and none of the Memorandum of Leases have been recorded. Absent signed leases delivered to us and recorded Memorandum of Leases, the documents represent only an offer to lease which you have not accepted. Recent inquiries to you and your agent, Darrell Arnold, Independent Land Agent, have gone unanswered.

Great Lakes Energy Partners, L.L.C.
Attn: Mark A. Acree, Vice President, Land
May 15, 2008
Page 2

Accordingly, unless you fax to me duly executed copies of all nine leases and related documents by 5:00 PM on Friday, May 16, 2008, with proof of the filing of the originals of record on that date, the offers to lease are withdrawn and are null and void. Should you comply with this request, but then fail to deliver the one time delay rental payments required by the offers to lease, in cash or certified funds, by close of business on Tuesday, May 21, 2008, the 90th day from February 21, 2008, you will have breached the express terms of the documents, which will be thereafter null and void.

I await a response by tomorrow at 5:00 PM

Sincerely,

LUTHER E. MILSPAW, Jr.

LEMjr/cm

cc: Alan Larson [via facsimile only]
Darrell Arnold, Independent Land Agent
89 Amber Lane
Somerset, PA 15501

LUTHER E. MILSPA W, Jr., ESQUIRE
Attorney at Law
130 State Street, P. O. Box 946
Harrisburg, PA 17108-0946
(717) 236-3141, FAX (717) 236-0791
Email: LutherMilspaw@milspawlawfirm.com

FAX TRANSMISSION COVER SHEET

DATE: May 15, 2008

TO: Great Lakes Energy Partners, L.L.C.
Attn: Mark A. Acree, Vice President, Land
125 State Route 43, PO Box 550
Hartville, OH 44632

FAX NO: 330-877-6129
VOICE NO: 330-877-6747

CC: Alan Larson
Larson Enterprises

FAX NO: 814-345-6623

FROM: Luther E. Milspaw, Jr., Esquire

RE: RHCC LLC / Great Lakes Energy Partners, L.L.C.
LEASE PROPOSALS

Total Pages Including Cover Sheet: 3

COMMENTS:

Please see attached copies of deeds as recorded - RESENT WITH CORRECT DATE ON THIS FAX COVER SHEET

HARD COPY WILL NOT FOLLOW

If you do not receive all of the pages transmitted, please contact our office immediately at (717) 236-3141.

THE WRITTEN MESSAGE IS FOR THE EXCLUSIVE USE OF THE ADDRESSEE AND CONTAINS CONFIDENTIAL, PRIVILEGED AND NON-DISCLOSABLE INFORMATION. THIS INFORMATION MAY BE PROTECTED BY STATE AND FEDERAL LAWS, INCLUDING, WITHOUT LIMITATION, THE PROVISIONS OF THE HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT OF 1996 (HIPPA), WHICH PROHIBIT UNAUTHORIZED DISCLOSURE. IF THE RECIPIENT OF THIS FACSIMILE TRANSMISSION IS NOT THE ADDRESSEE, SUCH RECIPIENT IS PROHIBITED FROM READING OR USING THIS MESSAGE IN ANY WAY. IF YOU HAVE RECEIVED THIS MESSAGE BY MISTAKE, PLEASE CALL OUR OFFICE IMMEDIATELY AND DESTROY THE FACSIMILE TRANSMISSION DOCUMENTS.

luthermilspaw@milspawlawfirm.com

From: <luthermilspaw@milspawlawfirm.com>
To: <daka@dragonbbs.com>
Cc: "Chip" <luthermilspaw@milspawlawfirm.com>
Sent: Thursday, May 15, 2008 6:54 PM
Attach: Great Lakes Energy Partners, L.L.C. May 15, 2008.wpd
Subject: Fw: RHCC LLC / GREAT LAKES LEASES

Darrell

You failed to respond to my email of last week; neither did I get a response from Mark Acree.
Thus, see the attached letter.
BE GUIDED ACCORDINGLY

Luther E. Milspaw, Jr., Esquire
I.D. No. 19226
130 State Street
Harrisburg, Pa. 17101
717-236-3141 Voice.
717-236-0791 Fax
LutherMilspaw@MilspawLawFirm.com

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----- Original Message -----

From: luthermilspaw@milspawlawfirm.com
To: daka@dragonbbs.com
Sent: Tuesday, May 06, 2008 12:25 PM
Subject: RHCC LLC / GREAT LAKES LEASES

Darrell:

We are close to 90 days from the date of signature by us on the leases. Can you give me a status report on their review and signature by Great Lakes, and the payment(s) due us?

Thanks

Chip

Luther E. Milspaw, Jr., Esquire
I.D. No. 19226
130 State Street
Harrisburg, Pa. 17101
717-236-3141 Voice.
717-236-0791 Fax
LutherMilspaw@MilspawLawFirm.com

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|

6/3/2008

Exhibit “G”

luthermilspaw@milspawlawfirm.com

From: <luthermilspaw@milspawlawfirm.com>
To: <bmillar@gl-energy.com>
Sent: Monday, May 19, 2008 3:42 PM
Attach: Correspondence to Great Lakes 5_15_08.pdf
Subject: Gas leases between RHCC, LLC and Great Lakes Energy Partners, LLC

TO: B Miller

The attached letter was faxed to Great Lakes on May 15, 2008 - no response was received and no documents have been recorded
Be guided accordingly

Luther E. Milspaw, Jr., Esquire
I.D. No. 19226
130 State Street
Harrisburg, Pa. 17101
717-236-3141 Voice.
717-236-0791 Fax
LutherMilspaw@MilspawLawFirm.com

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6/3/2008

Exhibit “H”

LUTHER E. MILSPAW, Jr.
ATTORNEY AT LAW
130 STATE STREET
P.O. BOX 946
HARRISBURG, PA 17108-0946

LUTHER E. MILSPAW, Jr., Esquire

Tara L. Ebright, Paralegal Specialist

Phone (717) 236-3141
Facsimile (717) 236-0791
Luthermilspaw@milspawlawfirm.com
Taraebright@milspawlawfirm.com

May 21, 2008

Via Fax to 330-587-1823 [Miller] and 330-877-6129 [Acree] and email to Miller

Great Lakes Energy Partners, L.L.C.
Attn: Brenda Miller
Plaza 2
South Point,
Canonsburg, Pa
and
Attn: Mark Acree, Vice President, Land
125 State Route 43, PO Box 550
Hartville, OH 44632

Re: Proposed Gas leases between RHCC, LLC and Great Lakes Energy
Partners, LLC

Dear Ms Miller:

This letter is in further response to our telephone conversations on Monday and Tuesday of this week. You called me after you had read the email from me to you attaching a copy my letter of May 15, 2008 to Mark Acree.

No substantive reply was received to the letter of May 15: my demand went unanswered. No signed leases were delivered to us nor any of the memorandums of lease filed of record. You acknowledged as of the time of our conversation yesterday morning, that none of the leases were yet executed by Great Lakes Energy Partners, LLC. In fact, you indicated that Great Lakes Energy Partners, LLC no longer exists, which we have since confirmed; that your land man Darrell Arnold was terminated weeks ago; that he should never have

Great Lakes Energy Partners, LLC

Attn: Brenda Miller

and

Attn: Mark Acree, Vice President, Land

May 21, 2008

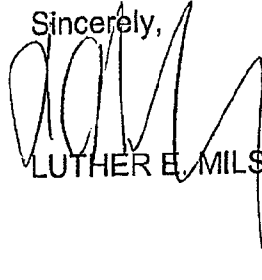
Page 2

used and was not authorized to use the form of lease that he did; that you were still in the process of reviewing them; and you needed some additional information from me. You were unable to articulate exactly how you in your position were related to whatever entity has succeeded to Great Lakes Energy Partners, LLC, if any; and said you would have a Brad Benjamin call me. No calls were received. I asked for a letter from you reiterating what you were telling me during our calls. No letter was received

As I said in my letter of May 15, and repeated to you, and repeat again here, the offers to lease were not accepted; were withdrawn as of Friday, May 16, 2008; and are NULL AND VOID. No leases were ever fully executed. It is demanded that all copies of the original documents be destroyed and their destruction confirmed immediately. Any attempt on your part to utilize those documents for any reason, will be considered unlawful and fraudulent and all appropriate legal and equitable remedies will be exercised against all individuals and entities who do so.

Be guided accordingly

Sincerely,



LUTHER E. MILSPA W, Jr.

LEMjr/cm

cc: Alan Larson [via facsimile only]

LUTHER E. MILSPAW, Jr., ESQUIRE
Attorney at Law
130 State Street, P. O. Box 946
Harrisburg, PA 17108-0946
(717) 236-3141, FAX (717) 236-0791
Email: LutherMilspaw@milspawlawfirm.com

FAX TRANSMISSION COVER SHEET

DATE: May 21, 2008

TO: Great Lakes Energy Partners, L.L.C.
Attn: Mark A. Acree, Vice President, Land
125 State Route 43, PO Box 550
Hartville, OH 44632

FAX NO: 330-877-6129

VOICE NO: 330-877-6747

TO: Great Lakes Energy Partners, L.L.C.
Attn: Brenda Miller
Plaza 2
South Point,
Canonsburg, Pa

FAX NO: 330-587-1823

VOICE NO: 724-743-6723

CC: Alan Larson
Larson Enterprises

FAX NO: 814-345-6623

FROM: Luther E. Milspaw, Jr., Esquire

RE: RHCC LLC / Great Lakes Energy Partners, L.L.C.

Total Pages Including Cover Sheet: 3

COMMENTS:

Resent with correct cover sheet - Please see attached letter dated today -

HARD COPY WILL NOT FOLLOW

* * * Communication Result Report (May. 21. 2008 12:18PM) * * *

1) MILSPA W - BESHORE
2)

Date/Time: May. 21. 2008 12:15PM

File No.	Mode	Destination	Pg (s)	Result	Page Not Sent
4628	Memory TX	13308776129-01	P. 3	OK	
	01	13305871823-01		OK	
		18143456623-01		OK	

Reason for error

E. 1) Hang up or line fail
E. 3) No answer
E. 5) Exceeded max. E-mail size

E. 2) Busy
E. 4) No facsimile connection

LUTHER E. MILSPA W, Jr., ESQUIRE
Attorney at Law
130 State Street, P. O. Box 946
Harrisburg, PA 17108-0946
(717) 236-3141, FAX (717) 236-0791
Email: LutherE.Milspaw@milspawlawfirm.com

FAX TRANSMISSION COVER SHEET

DATE: May 21, 2008

TO: Great Lakes Energy Partners, L.L.C.
Attn: Mark A. Acree, Vice President, Land
125 State Route 43, PO Box 550
Harville, OH 44632
FAX NO: 330-877-6129
VOICE NO: 330-877-6747

TO: Great Lakes Energy Partners, L.L.C.
Attn: Brenda Miller
Plaza 2
South Point,
Canonsburg, Pa
FAX NO: 330-587-1823
VOICE NO: 724-743-8723

CC: Alan Larson
Larson Enterprises
FAX NO: 814-345-6623

FROM: Luther E. Milspaw, Jr., Esquire

RE: RHCG LLC / Great Lakes Energy Partners, L.L.C.

Total Pages Including Cover Sheet: 3

COMMENTS:

Resent with correct cover sheet - Please see attached letter dated today -

HARD COPY WILL NOT FOLLOW

luthermilspaw@milspawlawfirm.com

From: <luthermilspaw@milspawlawfirm.com>
To: "Brenda Miller" <bmillier@gl-energy.com>
Sent: Wednesday, May 21, 2008 12:16 PM
Attach: Great Lakes Energy Partners, L.L.C. May 21, 2008.pdf
Subject: See attached letter dated today

Be guided accordingly

Luther E. Milspaw, Jr., Esquire
I.D. No. 19226
130 State Street
Harrisburg, Pa. 17101
717-236-3141 Voice.
717-236-0791 Fax
LutherMilspaw@MilspawLawFirm.com

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6/3/2008

Exhibit “I”

luthermilspaw@milspawlawfirm.com

From: "Brenda Miller" <bmliller@gl-energy.com>
To: <luthermilspaw@milspawlawfirm.com>
Sent: Wednesday, May 21, 2008 2:54 PM
Attach: Delaware - Amendment of Name GLEP to Range Resources - Appalachia 08-31-07.pdf
Subject: RE: See attached letter dated today

Please see the attached on the name change. The rental check was received today in their office. The leases have been executed and a copy will be forthcoming. I am sorry for the confusion yesterday.

Thank you.

From: luthermilspaw@milspawlawfirm.com [mailto:luthermilspaw@milspawlawfirm.com]
Sent: Wednesday, May 21, 2008 12:17 PM
To: Brenda Miller
Subject: See attached letter dated today

Be guided accordingly

Luther E. Milspaw, Jr., Esquire
I.D. No. 19226
130 State Street
Harrisburg, Pa. 17101
717-236-3141 Voice.
717-236-0791 Fax
LutherMilspaw@MilspawLawFirm.com

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6/3/2008

Delaware

PAGE 1

The First State

I, HARRIET SMITH WINDSOR, SECRETARY OF STATE OF THE STATE OF DELAWARE, DO HEREBY CERTIFY THE ATTACHED IS A TRUE AND CORRECT COPY OF THE CERTIFICATE OF AMENDMENT OF "GREAT LAKES ENERGY PARTNERS, L.L.C.", CHANGING ITS NAME FROM "GREAT LAKES ENERGY PARTNERS, L.L.C." TO "RANGE RESOURCES - APPALACHIA, LLC", FILED IN THIS OFFICE ON THE THIRTY-FIRST DAY OF AUGUST, A.D. 2007, AT 12:45 O'CLOCK P.M.

3085850 8100

070977461



Harriet Smith Windsor

Harriet Smith Windsor, Secretary of State

AUTHENTICATION: 5970176

DATE: 08-31-07

State of Delaware
Secretary of State
Division of Corporations
Delivered 12:46 PM 08/31/2007
FILED 12:45 PM 08/31/2007
SRV 070977461 - 3085850 FILE

**STATE OF DELAWARE
CERTIFICATE OF AMENDMENT**

1. Name of Limited Liability Company: _____
Great Lakes Energy Partners, L.L.C.
2. The Certificate of Formation of the limited liability company is hereby amended
as follows:

The name of the Company is Range Resources - Appalachia, LLC

IN WITNESS WHEREOF, the undersigned have executed this Certificate on
the 29th day of August, A.D. 2007.

By: Jeffery A. Bynum
Authorized Person(s)

Name: Jeffery A. Bynum, Sr. VP

Print or Type

Exhibit “J”

LUTHER E. MILSPAW, Jr.
ATTORNEY AT LAW
130 STATE STREET
P.O. BOX 946
HARRISBURG, PA 17108-0946

LUTHER E. MILSPAW, Jr., Esquire

Tara L. Ebright, Paralegal Specialist

Phone (717) 236-3141
Facsimile (717) 236-0791
Luthermilspaw@milspawlawfirm.com
Taraebright@milspawlawfirm.com

May 21, 2008

*Via email and Fax to 330-587-1823 [Miller & Kramer] and
to 330-877-6129 [Acree]*

Great Lakes Energy Partners, LLC.
Range Resources-Appalachia, LLC
Attn: Brenda A. Miller, District Landman and
Jeffrey Kramer, Staff Landman
380 Southpointe Blvd., Suite 300
Canonsburg, Pa 15317

and

Attn: Mark Acree, Vice President, Land
125 State Route 43, PO Box 550
Hartville, OH 44632

Re: Proposed Gas leases between RHCC, LLC and Great Lakes Energy
Partners, LLC

Dear Ms. Miller and Mr Kramer:

This letter confirms our telephone conversation of this afternoon
commencing at 4:00.

You initially advised, contrary to the email received from Ms. Miller, that the leases had been signed, but you did not know when or by whom. You thought they were physically in the possession of someone in Hartville, Ohio. You thought they may have been signed by Mr. Acree, but then said he has been in Hawaii since Saturday at his son's wedding, so knew he was not in Ohio to sign the leases. Ms. Miller acknowledged that she knew the leases had not yet been signed when we had talked yesterday. I asked them to communicate with the Ohio office and fax or email me copies of the signed leases this evening by 5:30

PM. You said you would do so. Nothing has been received.

You indicated that the Memoranda of Leases were on their way to the Recorders office for recording, but again did not know if the Memoranda had been signed. I demanded that no recordation of the Memoranda be done by Great Lakes Energy Partners, LLC. or Range Resources-Appalachia, LLC or whoever is the putative Lessee. I reiterate that demand. Any such recording will put a cloud on our title and result in substantial damages.

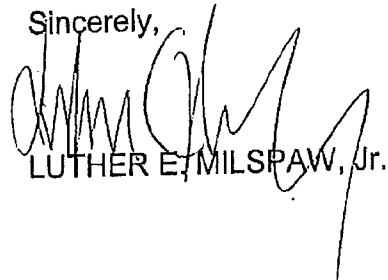
Regardless of the reality they were not signed by the Lessee, Mr. Kramer took the position that the leases were enforceable as a "conditional grant" as soon as RHCC LLC had signed them, a position for which there is no legal support in the Commonwealth of Pennsylvania. I asked him to provide me with support for that position, and he said he would do so.

The proposals to lease were withdrawn as of Friday, May 16, 2008; and are NULL AND VOID.

Again, it is demanded that all copies of the original documents be destroyed and their destruction confirmed immediately. Any attempt on your part to utilize those documents for any reason, will be considered unlawful and fraudulent and all appropriate legal and equitable remedies will be exercised against all individuals, including each of you, and entities who do so.

Be guided accordingly

Sincerely,



LUTHER E. MILSPA W, Jr.

LEMjr/cm

cc: Alan Larson [via facsimile only]

LUTHER E. MILSPA W, Jr., ESQUIRE
Attorney at Law
130 State Street, P. O. Box 946
Harrisburg, PA 17108-0946
(717) 236-3141, FAX (717) 236-0791
Email: LutherMilspaw@milspawlawfirm.com

FAX TRANSMISSION COVER SHEET

DATE: May 21, 2008 Second letter

TO: Great Lakes Energy Partners, L.L.C.
Attn: Mark A. Acree, Vice President, Land
125 State Route 43, PO Box 550
Hartville, OH 44632

FAX NO: 330-877-6129

VOICE NO: 330-877-6747

TO: Great Lakes Energy Partners, L.L.C.
Attn: Brenda Miller and Jeffrey Kramer
Plaza 2
South Point,
Canonsburg, Pa

FAX NO: 330-587-1823

VOICE NO: 724-743-6723

CC: Alan Larson
Larson Enterprises

FAX NO: 814-345-6623

FROM: Luther E. Milspaw, Jr., Esquire

RE: RHCC LLC / Great Lakes Energy Partners, L.L.C.

Total Pages Including Cover Sheet: 3

COMMENTS:

Please see attached letter dated today, the second sent to you today.-

HARD COPY WILL NOT FOLLOW

luthermilspaw@milspawlawfirm.com

From: <luthermilspaw@milspawlawfirm.com>
To: "Brenda Miller" <bmliller@gl-energy.com>
Sent: Wednesday, May 21, 2008 6:00 PM
Attach: Great Lakes Energy Partners, L.L.C. May 21, 2008. second letter.pdf
Subject: See letter attached

Luther E. Milspaw, Jr., Esquire
I.D. No. 19226
130 State Street
Harrisburg, Pa. 17101
717-236-3141 Voice.
717-236-0791 Fax
LutherMilspaw@MilspawLawFirm.com

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6/3/2008

Exhibit “K”

**RANGE RESOURCES**

May 20, 2008

RHCC, LLC
80 Larson Road
PO Box 98
Kylertown, PA 16847

RE: Lease Bonus Payment.

Please find enclosed check #41496 in the amount of \$457,142.50 for the following leases located in Lycoming County, Pennsylvania:

370330208	\$43,097.50	172.30 acres	Cooper Township
370330209	\$77,025.00	308.10 acres	Cooper Township
370330210	\$52,170.00	208.68 acres	Covington Township
370330211	\$31,280.00	125.12 acres	Covington Township
370330212	\$39,257.50	157.03 acres	Covington Township
370330213	\$65,000.00	260.00 acres	Covington Township
370330214	\$41,432.50	164.73 acres	Covington Township
370330215	\$44,660.00	178.64 acres	Covington Township
370330216	\$63,220.00	252.88 acres	Cooper Township

Sincerely,

Range Resources – Appalachia, LLC

From: LARSON ENTERPRISES

8143456623

05/22/2008 04:58 #180 P.003



RANGE RESOURCES CORPORATION
MANUAL CHECKS
777 MAIN ST SUITE 800
FORT WORTH, TX 76102-3806

AMEGY BANK, NA
35-1125/1130

41496

05/20/2008

Pay to the
Order of

RHCC, LLC

\$ 457,142.50

Four hundred fifty-seven thousand one hundred forty-two and 60/100

Dollars

LLC RHCC
80 LARSON RD
PO BOX 98
KYLERTOWN, PA 16847

BONUS PAYMENT

Stewart W. Dymally

⑈041496⑈ ⑆113011258⑆ ⑈0051896040⑈

RANGE RESOURCES CORPORATION / MANUAL CHECKS
05/20/2008 RHCC, LLC

41496

BONUS PAYMENT

457,142.50

Amegy Manual Acct BONUS PAYMENT

457,142.50

RANGE RESOURCES CORPORATION / MANUAL CHECKS
05/20/2008 RHCC, LLC

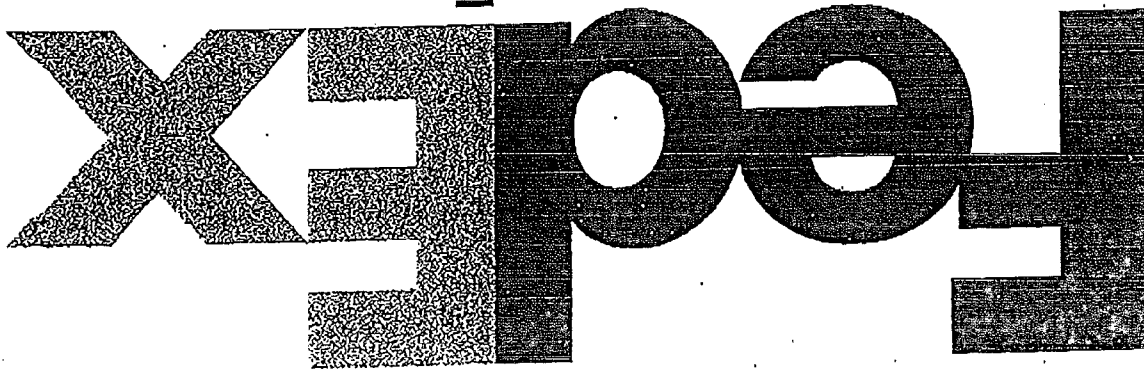
BONUS PAYMENT

41496
457,142.50

Amegy Manual Acct BONUS PAYMENT

457,142.50

PAYMENT
RECORD



Express

From: Origin ID: PHDA (300) 877-5742
PRATT STUBER
PRATT RESOURCES - APPALACHIA
1225 STATE ROUTE 43
HARTSVILLE, OH 44632



SHIP TO: 814-345-5101
RHCC, LLC

80 LARSON RD.
PO BOX 96
KYLERTOWN, PA 16847

BILL SHIPPER

Ship Date: 05/22/2008
Address: 118
System: 3500020000000000
Account: S

Delivery Address Bar Code



Ref # DOCUMENT

Invoice #

PO #

Dept #

WED - 21MAY PM
PRIORITY OVERNIGHT

7927 0275 0392

TRK# 16201

NW SCEA
16847
PA-US
PIT



The World On Time®

For FedEx Express® Shipments Only

Alignment of Fed and Such Airtail of Pouch here

From: LARSON ENTERPRISES

8143456623

05/22/2008 04:58 #180 P.002

From: LARSON ENTERPRISES

8143456623

05/22/2008 04:58 #180 P.001

LARSON ENTERPRISES, INC.

P.O. BOX 98

KYLERTOWN, PA. 16847

(814)-345-5101 FAX (814)-345-6623

Date: 5/21/08
Transmitting From: Alan Larson
Transmitting To: Chip Milopaw
Company Name: _____
Fax No.: 717 236 0791
No. of Pages Including this Cover Sheet: _____

If you do not receive all the pages indicated above,
please contact our office at (814) 345-5101 as soon
as possible

Exhibit “L”



RANGE RESOURCES

Luther E. Milspaw, Jr.
130 State Street
P.O. Box 946
Harrisburg, PA 17108

Via Fax and Mail (717) 236-0791

Certified Mail # _____

RE: Oil and Gas Leases between RHCC, LLC and Range Resources-Appalachia LLC f/k/a/ Great Lakes Energy partners, LLC

Dear Mr. Milspaw;

On behalf of myself, Ms. Miller, and Range Resources-Appalachia, LLC please accept our apology for any perceived indignity or miscommunication. Range Resources-Appalachia, LLC is the number one company exploring for and producing oil and gas from the Marcellus shale in Pennsylvania. Range prides itself on honest business practices and good landowner relations. Our commitment to develop the Marcellus shale is evident by our enormous investment in pipeline infrastructure, well drilling, and lease acquisition.

Our proven success in producing gas from the Marcellus shale has caused the recent frenzy by other companies to acquire leases in your area. Like any real estate boom, the frenzy has caused a dramatic increase in the price offered to landowners for oil and gas leases. The price being offered for leases appeared to escalate daily since the time RHCC, LLC gave Range Resources-Appalachia, LLC its leases. As in all real estate boom markets, those that get into the market at the beginning and those that get in at the end feel certain discontent at having not achieved the "best" deal possible. However, the discontent does not mean that the early and late players did not receive a good deal or that they were treated unfairly. At the time RHCC, LLC executed the leases, the terms agreed upon were fair and the price competitive.

In addition, RHCC, LLC having signed with Range, is in a better position to actually have the oil and gas interest developed and sold. The new arrivals into the area that have escalated the price of leases do not have the drilling experience, seismic data, or infrastructure to perform as Range can perform. Giving a lease to a company that has not drilled in the Marcellus shale for a few extra dollars in the signing bonus would be like walking over dollars to pick up dimes.

Despite the discontent you expressed at the price you agreed to, Range Resources-Appalachia, LLC took a valid, enforceable lease. Range Resources-Appalachia, LLC can not void and renegotiate

every lease when the market price increases, any more than we could void and renegotiate leases when the market price falls. At the time RHCC, LLC gave Range a lease, Range, through its agent, gave RHCC, LLC an enforceable payment letter.

It is well settled law in Pennsylvania that an instrument making or creating an interest or estate in land, whether by deed or lease, for a term in excess of three years, need only be signed by the parties creating the interest and need not be signed by the parties receiving the interest, and that, therefore, it was only the lessor or grantor who was required to sign the agreement. (As promised, following is a voluminous list of Pennsylvania authority for the above recitation of the law of Pennsylvania).

As a matter of formality, the Memorandum of Lease is signed by Range Resources Appalachia, LLC, so as to permit proper recording in the County Records office. The signing of the Memorandum by Range does not create an enforceable document, the Lease is effective and enforceable upon execution by the lessor and delivery to the lessee. As a matter of procedure at Range, the Memorandum is usually signed and mailed to the Recorder contemporaneously with the mailing of the bonus check. We will gladly provide you with copies of the recorded Memorandums when they are returned from the Recorder.

Please understand that Range Resources-Appalachia LLC does not wish to be adversarial, and would like to maintain good relations with RHCC, LLC. We certainly do not want to engage in protracted lengthy litigation that will only delay attempts to develop and produce your acreage. However, Range Resources-Appalachia LLC will not acquiesce to your request to void the leases. If you have any questions, please do not hesitate to contact us.

Jeffrey P. Kramer
Range Resources - Appalachia, LLC
380 Southpointe Blvd., Suite 300
Canonsburg, PA 15317
Phone: 724-743-6771
Cell: 724-591-2624
Fax: 330-587-1871

**** Pennsylvania Authority that grant effective upon signature by Lessor only**.**

Westlaw headnote 185 k 115.3 - sufficiency of signature by one party only

46 ALR3d 619 Leases-Single Signatory-Validity

Tripp v. Bishop (1868) 56 Pa 424; Johnston v. Cowan (1868); 59 Pa 275; Cadwalader v. App. (1876) 81 Pa 194; Jennings v. McComb (1886) 112 Pa 518; Carnegie Natural Gas Co. v. Philadelphia Co. (1893) 27 Pa 951; Whitman v. Reading (1899) 191 Pa 134; Tuttleman v. Beetem (1911) 48 PA Super 345; Matson v. Slaughaupt (1916) 64 Pa Super 581; Ottman v. Nixon-Nirdlinger (1930) 301 Pa 234; Nigro v. Don-Mar Corp. (1951) 369 Pa 35; Brady Land Co. v. Bell Tel. Co. 108 Pittsb Leg J. 117 (1960) aff'd on other grounds 410 Pa. 636;

luthermilspaw@milspawlawfirm.com

From: "Jeff Kramer" <jkramer@gl-energy.com>
To: <LutherMilspaw@milspawlawfirm.com>
Cc: "Brad Benjamin" <BBENJAMIN@gl-energy.com>; "Brenda Miller" <bmliller@gl-energy.com>
Sent: Friday, May 23, 2008 8:51 AM
Attach: Luther Milspaw, Jr. letter.docx
Subject: RHCC LLC/ Range Resources-Appalachia LLC

Dear Mr. Milspaw;

See attached response to your May 21, 2008 correspondence.

6/3/2008

luthermilspaw@milspawlawfirm.com

From: <luthermilspaw@milspawlawfirm.com>
To: "Jeff Kramer" <jkramer@gl-energy.com>
Cc: "Brenda Miller" <bmill@gl-energy.com>
Sent: Friday, May 23, 2008 12:05 PM
Subject: Re: RHCC LLC/ Range Resources-Appalachia LLC

Jeff

I have your email. We will review the cases you cite and respond the week of June 2, 2008. In the interim, we will not be negotiating the check received, which we note was not delivered in current funds. I repeat my demand that you not cloud the title of RHCC by recording the memoranda of leases. In our conversation two days ago, I asked your position with Range and you stated Staff Landman. I asked whether you, as an attorney, were employed or retained as an attorney for Range, and you said no. I asked whether you had any authority to act on Range's behalf with regard to the leases, and you said no. And I note that you did not copy anyone on the letter, nor did you sign it. What is the source of your authorization to communicate on behalf of Range, if any? Finally, any entry on any lands of RHCC will be deemed trespass and dealt with accordingly
Chip Milspaw

CC: client

Luther E. Milspaw, Jr., Esquire
I.D. No. 19226
130 State Street
Harrisburg, Pa. 17101
717-236-3141 Voice.
717-236-0791 Fax
LutherMilspaw@MilspawLawFirm.com

Notice: This email transmission, including any attachments, may contain confidential information protected by the attorney-client or other legal privilege. Unauthorized use, distribution or copying is prohibited. If you received this email in error, please notify the sender by replying to this email or by calling Luther Milspaw at 717.236.3141 and deleting the erroneous transmission from your system without copying it. Thank You

----- Original Message -----

From: Jeff Kramer
To: LutherMilspaw@milspawlawfirm.com
Cc: Brad Benjamin ; Brenda Miller
Sent: Friday, May 23, 2008 8:51 AM
Subject: RHCC LLC/ Range Resources-Appalachia LLC

Dear Mr. Milspaw;

See attached response to your May 21, 2008 correspondence.

5/23/2008

Exhibit “M”

From: LARSON ENTERPRISES

8143456623

06/13/2008 05:32 #228 P.004.

06 Jun. 12. 2008 3:40PM

MILSPAW - BESHORE

No. 4/85 P. 2/4

JOSEPH A. KLEIN, P.C.

ATTORNEYS AT LAW
Post Office Box 1182
HARRISBURG, PA 17108

JOSEPH A. KLEIN
MARK S. SILVER

(717) 233-0132
FAX (717) 200-2519

June 12, 2008

Great Lakes Energy Partners, LLC
Range Resources-Appalachia, LLC
Attn: Brenda Miller
Jeffrey Kramer
380 South Point Boulevard, Suite 300
Canonsburg, PA 15317
**VIA FEDERAL EXPRESS AND
VIA FACSIMILE 330-581-1823**

Great Lakes Energy Partners, LLC
Attn: Mark Acree, Vice President, Land
125 State Route 43, P.O. Box 550
Hartsville, OH 44632
**VIA FEDERAL EXPRESS AND
VIA FACSIMILE 330-877-6129**

Dear Ms. Miller, Mr. Kramer, and Mr. Acree:

Our firm has been engaged to represent the interests of RHCC, LLC a Limited Liability Company relative to prospective Oil and Gas Leases prepared by your firm, executed by Alan Larson, President and Luther E. Milspaw, Jr., Treasurer along with related addendums and other documents which were delivered to your Landman and Agent, Darnell Arnold on February 21, 2008, the date the same were executed by my client.

Under date of February 21, 2008, Mr. Milspaw delivered to you executed original copies of the nine (9) Leases relating to my client's properties in Clearfield County Pennsylvania, with the understanding that the same would be counter executed by the appropriate and authorized agents of Great Lakes Energy Partners, LLC, and promptly returned to my client, pursuant to its cover letter dated February 21, 2008 and fax transmission cover sheet of the same date, both of which contemplated that the appropriate officers of Great Lakes would counter execute the nine (9) Leases so that the Oil and Gas Leases would be binding on both the Lessor and Lessee.

Despite numerous requests, no executed copies of the Leases were ever returned to my client, nor did it receive any indication that the Leases were signed by you.

Under date of May 15, 2008, Mr. Acree was notified in writing that Great Lakes had never delivered a signed original or copy of the proposed Leases to Mr. Milspaw nor had the Memoranda of Leases ever been recorded.

06 Jun. 12. 2008: 3:40PM MILSPAW - BESHORE

No. 4/85 P. 3/41

B. Miller
J. Kramer
June 12, 2008
Page 2

Great Lakes was cautioned that "absent signed Leases delivered to us and recorded Memoranda of Leases, the documents represent only an offer to lease which had not been accepted by Great Lakes."

The May 15, 2008 letter went on to state that "... unless you fax to me duly executed copies of all nine (9) Leases and related documents by 5:00 p.m. on Friday, May 16, 2008, with proof of the filing of the originals of record on that date, the offers to lease are withdrawn and are null and void."

Accordingly, having failed to deliver the duly executed copies of the nine (9) Leases and related documents within the time set forth in the May 15, 2008 letter with proof of filing of the originals of record on that date, the offers to lease were withdrawn by my client.

In fact, Ms. Miller of your office acknowledged in a telephone conversation of May 20, 2008 that as of that date none of the Leases had been executed by Great Lakes and in fact, that entity no longer existed. As noted in Mr. Milspaw's letter of May 21, 2008 to Ms. Miller, you were unable to articulate the identity of the successor entity to Great Lakes Energy Partners, LLC, if any.

While Range Resources Corporation subsequently forwarded a check to my client in the sum of \$457,142.50 dated May 20, 2008, it has yet to receive the executed copies of the Oil and Gas Leases nor were any Memoranda of Lease filed of record as of that date.

Mr. Milspaw and RHCC, LLC, who had been more than patient and indulgent with your company were left with no recourse other than to declare the offers to Lease Null and Void as set forth in their letter of May 21, 2008.

We have thoroughly reviewed the matter on behalf of RHCC, LLC, and have advised it that its withdrawal of its offers to lease and its declaration that the same are null and void, comprise a legally enforceable conclusion to these matters.

Accordingly, my client will be returning Range Resources Corporation's draft in the amount of \$457,142.50, under separate cover.

attached to first page of letter

From: LARSON ENTERPRISES

8143456623

06/13/2008 05:32 #228 P.006

06 Jun. 12. 2008 3:40 PM

MILSPAW - BESHORE

No. 4/85 P. 4/41

B. Miller
J. Kramer
June 12, 2008
Page 3

In prior discussions and correspondence with my client you have expressed the erroneous legal conclusion that your submission of the above-referenced draft was all that was required in order to effect a binding Lease between it and your company.

However, in accordance with 68 Pa. C.S.A. 250.202, since the Leases in question were for a term of more than three (3) years, the same not only were required to be reduced to writing but as well, executed by the parties making or creating the same in order to have them in full force and effect.

We request your immediate return of the nine (9) Oil and Gas Leases and Memoranda executed by my client and caution you against attempting to utilize the same for any purpose.

Should you have questions relating to this matter, please direct the same to my attention.

Very truly yours,



Joseph A. Klein

JAK/dp
Enclosure

cc: Luther M. Milspaw, Jr., Treasurer, w/ encl
RHCC, LLC

Exhibit “N”



RANGE RESOURCES

June 18, 2008

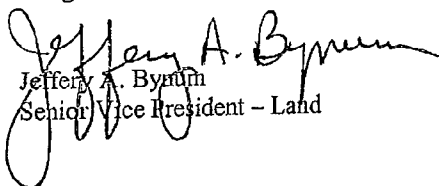
Mr. Luther E. Milspaw, Jr., Executive Treasurer
RHCC, LLC
130 State Street
P.O. Box 946
Harrisburg, Pennsylvania 17108

RE: Oil and Gas Leases, Clearfield County, Pennsylvania

Dear Mr. Milspaw:

Enclosed please find copies of (a) the nine (9) fully executed Memoranda of Oil, Gas, and Coalbed Methane Leases recorded in Clearfield County, Pennsylvania, and (b) the nine (9) Oil, Gas, and Coalbed Methane Leases executed by the parties. We have also enclosed the check in the amount of \$457,142.50 which was originally tendered to RHCC, LLC on May 20, 2008. Said sum represents the cumulative \$250.00 per acre delay rental payment for the primary term of the leases. Please feel free to contact me should you have any questions, and we look forward to working with RHCC, LLC as we move forward.

Very truly yours,
Range Resources – Appalachia, LLC


Jeffrey A. Bynum
Senior Vice President – Land

cc: Joseph A. Klein, Esq. (w/ encl.),
Lease File ##370330208, 370330209,
370330210, 370330211, 370330212,
370330213, 370330214, 370330215,
370330216

Range Resources – Appalachia, LLC

125 State Route 43

P.O. Box 550

Hartsville, Ohio 44632

Tel: (330) 877-6747

Fax: (330) 877-6129



RANGE RESOURCES CORPORATION
MANUAL CHECKS
777 MAIN ST SUITE 800
FORT WORTH, TX 76102-3806

AMEGY BANK, NA
35-1125/1130

41496

05/20/2008

Pay to the
Order of

RHCC, LLC

\$ **457,142.50

Four hundred fifty-seven thousand one hundred forty-two and 50/100*****Dollars

LLC RHCC
80 LARSON RD
PO BOX 96
KYLERTOWN, PA 16847

Stuart W. Dymally

BONUS PAYMENT

⑈041496⑈ ⑆113011258⑆ ⑈0051896040⑈

RANGE RESOURCES CORPORATION / MANUAL CHECKS
05/20/2008 RHCC, LLC

41496

BONUS PAYMENT

457,142.50

Amegy Manual Accot BONUS PAYMENT

457,142.50

RANGE RESOURCES CORPORATION / MANUAL CHECKS
05/20/2008 RHCC, LLC

BONUS PAYMENT

41496
457,142.50

Amegy Manual Accot BONUS PAYMENT

457,142.50

PAYMENT
RECORDED

Exhibit “O”

JOSEPH A. KLEIN, P.C.

ATTORNEYS AT LAW
POST OFFICE BOX 1152
HARRISBURG, PA 17108

JOSEPH A. KLEIN
MARK S. SILVER

(717) 233-0132
FAX: (717) 233-2518

June 26, 2008

Via Facsimile and U.S. Regular Mail

Jeffrey A. Bynum
Senior Vice President-Land
Range Resources-Appalachia, LLC
380 South Point Boulevard, Suite 300
Canonsburg, PA 15317

Dear Mr. Bynum:

I am in receipt of a copy of your letter of June 18, 2008 to my client with enclosures.

Unfortunately, you failed to address my letter of June 12, 2008 sent to the attention of Messers Acree, Kramer and Miller, which sets forth in detail why we have determined that my client's previous offers to lease nine (9) tracts of land in Clearfield County to your company had been properly withdrawn and expired on May 16, 2008, due to your failure to timely return executed and recorded copies of the same.

At the time I sent my letter of June 12, 2008, we were unaware that the Leases had been executed by Mr. Acree on June 3, 2008 or that the Memoranda of Leases were recorded with the Recorder of Deeds of Clearfield County, Pennsylvania on June 11, 2008, both of which acts occurred subsequent to the expiration of my client's offers to lease.

Accordingly, your company's draft was returned directly by my client under separate cover and we have considered the matter concluded.

I was thus puzzled by your letter of June 18, 2008 wherein you enclosed copies of the nine (9) fully executed the Leases and Memoranda of Leases, and again submitted your corporate check in the amount of \$457,142.50 which had been previously returned.

Your company previously chose to disregard my client's explicit instructions to deliver to it executed copies of the aforesaid Leases and Memoranda of Leases which were to be filed of record, no later than May 16, 2008.

J. A. Bynum
June 26, 2008
Page 2

Even more troubling, you undertook to disregard Mr. Milspaw's demand contained in his subsequent letters to Ms. Miller and Mr. Acree dated May 21, 2008, that because your company had failed to timely execute, record and forward signed leases, *"....all copies of the original documents be destroyed and their destruction confirmed immediately. Any attempt on your part to utilize these documents for any reason, will be considered unlawful and fraudulent and all appropriate legal and equitable remedies will be exercised against all individuals and entities who do so."*

I have therefore been instructed my client, RHCC, LLC, to institute all appropriate legal and equitable actions to declare the alleged leases null and void, quiet its title to its oil and gas reserves, enjoin your company from conducting any activities on the subject tracts, and eject your company from the tracts.

In addition thereto, by virtue of your company's actions in unlawfully recording these Memoranda, you have interfered with RHCC, LLC's ability to enter into bona fide leases with other interested parties which gives rise to causes of action for unlawful interference with contractual expectation and/or fraudulent conduct.

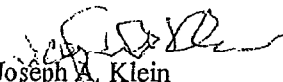
Please advise the undersigned within the next five (5) business days whether your company will agree to undertake the appropriate action necessary to void, withdraw and/or terminate its alleged leasehold claims in the subject tracts and the Memoranda of Leases which were wrongfully filed and thus avoid the expense of reimbursing my client for legal fees incurred in effecting the same along with our other damages claims.

Enclosed with the original of this letter you will once more find your company's draft in the amount of \$457,142.50. Please do not remit the same again.

Please address all further communications to my attention rather than that of my clients.

Thank you for your prompt attention to this matter.

Very truly yours,


Joseph A. Klein

JAK/dp
Enclosure

cc: Luther E. Milspaw, Jr., Esquire, w/o encl.



RANGE RESOURCES CORPORATION
MANUAL CHECKS
777 MAIN ST SUITE 800
FORT WORTH, TX 76102-3806

AMEGY BANK, NA
35-1125/1130

41496

05/20/2008

Pay to the
Order of

RHCC, LLC

\$ **457,142.50

Four hundred fifty-seven thousand one hundred forty-two and 50/100*****Dollars

LLC RHCC
80 LARSON RD
PO BOX 96
KYLERTOWN, PA 16847

Stewart W. Dymally

memo

BONUS PAYMENT

⑈044496⑈ ⑆113011258⑆ ⑈0051896040⑈

RANGE RESOURCES CORPORATION / MANUAL CHECKS
05/20/2008 RHCC, LLC

41496

BONUS PAYMENT

457,142.50

Amegy Manual Account BONUS PAYMENT

457,142.50

RANGE RESOURCES CORPORATION / MANUAL CHECKS
05/20/2008 RHCC, LLC

BONUS PAYMENT

41496
457,142.50

Amegy Manual Account BONUS PAYMENT

457,142.50

PAYMENT
RECORD

IN THE COURT OF COMMON PLEAS
OF CLEARFIELD COUNTY, PENNSYLVANIA

RHCC, LLC,

Plaintiff

vs.

RANGE RESOURCES

APPALACHIA, LLC,

Defendant

CIVIL ACTION - AT LAW

No. 08-2276-CD

Type of pleading:

AFFIDAVIT OF SERVICE

Filed on behalf of:

PLAINTIFF

Counsel of record for this
Party:

Robert M. Hanak, Esq.
Supreme Court No. 05911
Hanak, Guido and Taladay
528 Liberty Boulevard
P. O. Box 487
DuBois, PA 15801

814-371-7768

FILED ^{NO CC}
m110:3764
DEC 02 2008 (CW)

William A. Shaw
Prothonotary/Clerk of Courts

IN THE COURT OF COMMON PLEAS
OF CLEARFIELD COUNTY, PENNSYLVANIA
CIVIL ACTION - AT LAW

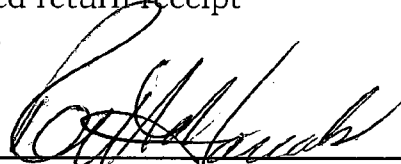
RHCC, LLC, :
Plaintiff :
vs. : No. 08-2276-CD
RANGE RESOURCES :
APPALACHIA, LLC, :
Defendant :

COMMONWEALTH OF PENNSYLVANIA :
COUNTY OF CLEARFIELD : SS

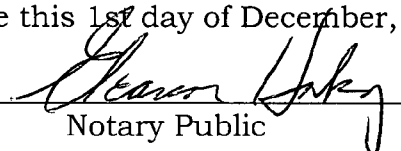
AFFIDAVIT OF SERVICE

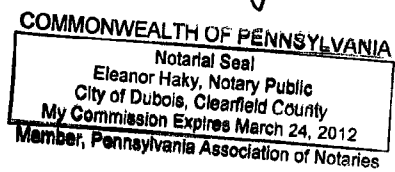
I, Robert M. Hanak, of Hanak, Guido and Taladay, being
counsel of record for the Plaintiff, do hereby swear and affirm that I
served on the Defendant, Range Resources Appalachia, LLC, of 125 State
Route 43, P. O. Box 550, Hartville, Ohio 44632, a certified copy of the
Complaint filed at the above docket number by the following method:

Certified mail, return receipt requested, mailed
on November 25, 2008, as received by the Defendant on
November 26, 2008 - see attached return receipt
No. 7006 0810 0001 0122 7032.


Robert M. Hanak

Sworn to and subscribed before
me this 1st day of December, 2008.


Notary Public



SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3. Also complete item 4 if Restricted Delivery is desired.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

Range Resources-Appalachia LLC
125 State Route 43
P.O. Box 550
Hartsville, OH 44632

2. Article Number

(Transfer from service label)

7006 0810 0001 0122 7032

COMPLETE THIS SECTION ON DELIVERY

A. Signature

X Wendy Francis

☒ Agent

☐ Addressee

B. Received by (Printed Name)

Wendy Francis

C. Date of Delivery

11/26/08

D. Is delivery address different from item 1? ☐ Yes

if YES, enter delivery address below: ☐ No

3. Service Type

☒ Certified Mail

☐ Express Mail

☐ Registered

☐ Return Receipt for Merchandise

☐ Insured Mail

☐ C.O.D.

4. Restricted Delivery? (Extra Fee)

☐ Yes

IN THE COURT OF COMMON PLEAS
OF CLEARFIELD COUNTY, PENNSYLVANIA

RHCC, LLC,

Plaintiff

vs.

RANGE RESOURCES

APPALACHIA, LLC,

Defendant

CIVIL ACTION

No. 08-2276-CD

Type of pleading

PRAECIPE TO DISCONTINUE

Filed on behalf of:

PLAINTIFF

Counsel of record for this
Party:

Robert M. Hanak, Esq.
Supreme Court No. 05911
Hanak, Guido and Taladay
528 Liberty Boulevard
P. O. Box 487
DuBois, PA 15801

814-371-7768

5 **FILED** *No cc, 1 cert*
m/2:10pm of disc issued
JAN 06 2009 to Atty
HANAK.

William A. Shaw
Prothonotary/Clerk of Courts

IN THE COURT OF COMMON PLEAS
OF CLEARFIELD COUNTY, PENNSYLVANIA

RHCC, LLC,

Plaintiff

vs.

RANGE RESOURCES

APPALACHIA, LLC,

Defendant

CIVIL ACTION

No. 08-2276-CD

Type of pleading

PRAECIPE TO DISCONTINUE

Filed on behalf of:

PLAINTIFF

Counsel of record for this
Party:

Robert M. Hanak, Esq.
Supreme Court No. 05911
Hanak, Guido and Taladay
528 Liberty Boulevard
P. O. Box 487
DuBois, PA 15801

814-371-7768

5
FILED No cc, 1 cert
m/2:10cm of disc issued
JAN 06 2009 to Atty
Hanak.

William A. Shaw
Prothonotary/Clerk of Courts

IN THE COURT OF COMMON PLEAS
OF CLEARFIELD COUNTY, PENNSYLVANIA

RHCC, LLC,	:	CIVIL ACTION
Plaintiff	:	
	:	
vs.	:	No. 08-2276-CD
	:	
RANGE RESOURCES	:	ACTION FOR DECLARATORY
APPALACHIA, LLC,	:	JUDGMENT
Defendant	:	

PRAECIPE TO DISCONTINUE

TO THE PROTHONOTARY:

Kindly enter the Plaintiff's voluntary discontinuance of this matter pursuant to Pennsylvania Rule of Civil Procedure 229 and accordingly mark this case as discontinued.



Robert M. Hanak
Attorney for Plaintiff

IN THE COURT OF COMMON PLEAS OF
CLEARFIELD COUNTY, PENNSYLVANIA

CIVIL DIVISION

COPY

RHCC, LLC

Vs.

No. 2008-02276-CD

Range Resources Appalachia, LLC

CERTIFICATE OF DISCONTINUATION

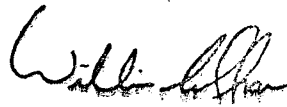
Commonwealth of PA
County of Clearfield

I, William A. Shaw, Prothonotary of the Court of Common Pleas in and for the County and Commonwealth aforesaid do hereby certify that the above case was on January 6, 2009, marked:

Discontinued

Record costs in the sum of \$95.00 have been paid in full by Robert M. Hanak Esq.

IN WITNESS WHEREOF, I have hereunto affixed my hand and seal of this Court at Clearfield, Clearfield County, Pennsylvania this 6th day of January A.D. 2009.



LM

William A. Shaw, Prothonotary