



60 2007 00002001

Allegheny County  
Valerie McDonald Roberts  
Recorder of Deeds  
Pittsburgh, PA 15219

Instrument Number: 2007-2001

Recorded On: January 22, 2007 As-Deed

Parties: PATRIOT EXPLORATION

To STILLEY I L P

# of Pages: 7

Comment:

**\*\*DO NOT REMOVE-THIS PAGE IS PART OF THE RECORDED DOCUMENT\*\***

|        |           |       |
|--------|-----------|-------|
| Deed   |           | 49.00 |
|        | Pages > 4 | 2     |
|        | Names > 4 | 0     |
| Total: |           | 49.00 |

**Realty Transfer Stamp**

|                                      |                   |               |
|--------------------------------------|-------------------|---------------|
| Affidavit Attached-Yes               | Stamp Num-T288563 |               |
| <b>JEFFERSON HILLS</b>               |                   | <b>EXEMPT</b> |
| Ward-99-NO WARD                      |                   |               |
| Blk/Lot-1137S110                     | Value             | 0.00          |
| Commonwealth of Pennsylvania         |                   | 0.00          |
| Munic-Jefferson Hills                |                   | 0.00          |
| School District-West Jefferson Hills |                   | 0.00          |

**Deed Registry Stamp**

|                                   |                        |
|-----------------------------------|------------------------|
| Valerie McDonald Roberts, Manager | - BLOCK AND LOT NUMBER |
|                                   |                        |
| Date: / / - Int. By:              | <b>SEE NOTE</b>        |
| 2-10-2008                         | assignment agreement   |

I hereby certify that the within and foregoing was recorded in the Recorder's Office in Allegheny County, PA

**\*\*DO NOT REMOVE-THIS PAGE IS PART OF THE RECORDED DOCUMENT\*\***

**File Information:**

**Record and Return To:**

Document Number: 2007-2001  
 Receipt Number: 840088  
 Recorded Date/Time: January 22, 2007 09:39:32A  
 Book-Vol/Pg: BK-DE VL-13123 PG-419  
 User / Station: B Plake - Cash Station 25

STILLEY I L P  
 202 SUNSET DR  
 BUTLER PA 16001



Valerie McDonald Roberts Recorder of Deeds

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ASSIGNMENT AGREEMENT (ALLEGHENY)

This ASSIGNMENT AGREEMENT (ALLEGHENY) ("Assignment") is made as of and to be effective on the 1<sup>st</sup> day of January, 2007, by and between JOHN M. STILLEY D/B/A PATRIOT EXPLORATION, with an address of 131 Black Thorn Drive, Butler, PA 16001(hereinafter referred to as "Assignor"), and STILLEY I LIMITED PARTNERSHIP, a Pennsylvania limited partnership, with offices at 202 Sunset Drive, Butler, PA 16001 (hereinafter referred to as "Assignee").

WHEREAS, Assignor is the owner of certain oil and gas leasehold estates as more fully set forth and described in the Oil and Gas Agreements described on Exhibit A to this Assignment and recorded in the County and Deed Book set forth on Exhibit A to this Agreement;

WHEREAS, Assignor is the owner of all the equipment, parts and items of hardware used in drilling and completing the Well(s), as defined below, and related items necessary to deliver acceptable oil and gas production to purchasers of such oil and gas (the "Equipment"); and

WHEREAS, Assignor has agreed to assign and Assignee has agreed to accept the portion of the Lease(s) as hereinafter described, the Well(s) as hereinafter defined and the Equipment as part of Assignor's capital contribution for its limited partner interest in Assignee.

NOW, THEREFORE, in partial consideration for Assignor's limited partner interest in Assignee, and other good and valuable consideration, with the intent to be legally bound, the parties hereto agree as follows:

1. Assignment. Assignor does hereby transfer, assign, and set over unto Assignee all of its rights, title and interest in and to (a) the Equipment, (b) that portion of the Lease(s) upon which has been drilled the oil and gas well(s) described on Exhibit A to this Assignment (the "Well(s)") and (c) the Well(s), together with an area of the said Lease(s) included in a circle with a radius of 500 feet, with the Well(s) at the center of the circle(s), together with all necessary and convenient rights for the construction of roads and pipelines leading from adjoining lands on and across the leased premises and other lands which rights shall continue at Assignee's option after the termination of this Assignment and which option shall be exercised through the continued use of the then existing roads and pipelines which may be repaired, replaced or relocated. To the extent necessary to provide ingress, egress, and regress to the Well(s), Assignee is granted the right of way to enter upon, cross, and recross the leased premises to the Well(s) by the most expeditious path or roadway for and during the continuance of this Assignment.

2. Term. The term of this Assignment with respect to each Well and the Equipment used with respect to such Well shall be the same as the term of the Lease to which such Well and this Assignment relate.

3. Incorporation of Covenants of Lease. All of the rights, terms and privileges of the Lease with respect to each Well are hereby incorporated herein by this reference thereto with the same force and effect as if they were set forth herein in their entirety, except that for the purposes of this Assignment all duties and obligations of the lessee (or Gas Co.) under the Lease with

respect to such Well shall be timely performed by Assignee, and Assignee shall be entitled to all rights and interest of Assignor with respect to the lessor (or Landowner) under the Lease with respect to such Well. Without limitation of the foregoing, Assignee shall pay to the lessor (or Landowner) under the Lease all royalties and other payments owed to the lessor (or Landowner) by the lessee (or Gas Co.) under the Lease. Assignee hereby indemnifies Assignor and shall hold Assignor harmless from all future duties, obligations and liabilities under the Lease with respect to each such Well. The rights, terms and privileges incorporated herein include, but are not limited to, the right to construct roads and pipelines leading from adjacent lands on and across the leased premises and other lands for the purpose of operating the leased premises conjointly with other lands.

4. Supremacy of Lease. Each party agrees, notwithstanding that the terms of this Assignment may not expressly prohibit or compel such action, to do nothing that would result in a default of the terms of the Lease(s).

5. Modification; Entire Agreement. This Assignment contains the entire agreement of the parties hereto, and may be amended only by a written instrument executed and delivered by the parties. There are no representations, promises, warranties, covenants, understandings or agreements between the parties with respect to the subject matter hereof, expressed or otherwise, except as expressly set forth herein.

6. Binding. It is hereby agreed by the parties hereto that all of the covenants, conditions and agreements herein contained shall extend to and be binding upon the parties hereto, and their respective heirs, executors, administrators, successors and assigns.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals to be effective as of the day and year first above written.

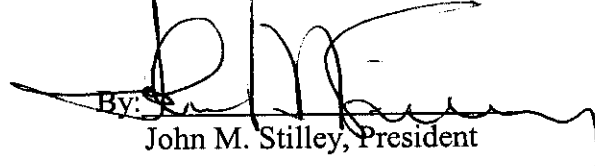
ASSIGNOR:

  
John M. Stilley

ASSIGNEE:

STILLEY I LIMITED PARTNERSHIP

By: Stilley Energy, Inc.,  
its General Partner

  
BY: John M. Stilley, President

COMMONWEALTH OF PENNSYLVANIA :  
: SS:  
COUNTY OF Westmoreland :

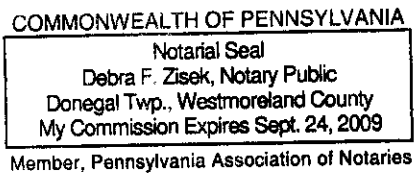
On this the 28<sup>th</sup> day of December, 2006, before me, a Notary Public, personally appeared John M. Stilley, known to me or satisfactorily proven to be John M. Stilley, whose name is subscribed to the within instrument, and acknowledged that he executed the same for the purposes therein contained.

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

(SEAL)

Debra F. Zisek

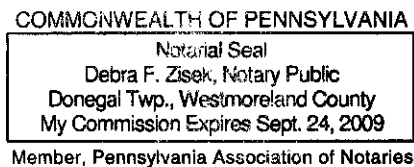
NOTARY PUBLIC



COMMONWEALTH OF PENNSYLVANIA :  
: SS:  
COUNTY OF Westmoreland :

On this 28<sup>th</sup> day of December, 2006, before me, a Notary Public, John M. Stilley personally appeared, who acknowledged himself to be the President of Stilley Energy, Inc., which is the General Partner of Stilley I Limited Partnership, and that he as such President, being authorized to do so, executed the foregoing instrument for the purposes therein contained.

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



Debra F. Zisek (SEAL)  
NOTARY PUBLIC

**Exhibit A to  
Assignment Agreement (Allegheny) between  
John M. Stilley and Stilley I Limited Partnership**

**Land Located in Allegheny County, Pennsylvania**

| <b>Well</b>        | <b>API #</b>           | <b>Oil &amp; Gas<br/>Agreement<br/>Date</b> | <b>Tract Code</b>  | <b>Township</b>        | <b>Recording<br/>Date</b> | <b>Deed Book/<br/>Page or<br/>Instrument #</b> | <b>Acres in<br/>Tract</b> |
|--------------------|------------------------|---|--|------------------------|---------------------------|--|---------------------------|
| <b>Matthews #2</b> | <b>37-003-21673-00</b> | <b>7/20/2004</b>                            | <b>1137-S-00110;<br/>1137-M-00048;<br/>1137-M-00025;<br/>1137-M-00060; and<br/>1137-M-00085.</b> | <b>Jefferson Hills</b> | <b>9/28/2004</b>          | <b>12158/26-33</b>                             | <b>93</b>                 |

**CERTIFICATE OF RESIDENCE**

I hereby certify that the precise residence of the Grantee (Assignee) herein is:

Stilley I Limited Partnership  
202 Sunset Drive  
Butler, PA 16001

  
Counsel for Grantee



COMMONWEALTH OF PENNSYLVANIA  
DEPARTMENT OF REVENUE  
BUREAU OF INDIVIDUAL TAXES  
PO BOX 280603  
HARRISBURG PA 17128-0603

# REALTY TRANSFER TAX STATEMENT OF VALUE

See Reverse for Instructions

RECORDER'S USE ONLY

|                |   |
|----------------|---|
| State Tax Paid | 0 |
| Book Number    |   |
| Page Number    |   |
| Date Recorded  |   |

Complete each section and file in duplicate with Recorder of Deeds when (1) the full value/consideration is not set forth in the deed, (2) when the deed is without consideration, or by gift, or (3) a tax exemption is claimed. A Statement of Value is not required if the transfer is wholly exempt from tax based on: (1) family relationship or (2) public utility easement. If more space is needed, attach additional sheet(s).

**A. CORRESPONDENT - All inquiries may be directed to the following person:**

Name: Stilley Energy, Inc., Attention: John M. Stilley Telephone Number: (724) 282-3339

Street Address: 202 Sunset Drive City: Butler State: PA Zip Code: 16001

**B. TRANSFER DATA**

Date of Acceptance of Document: January 1, 2007

Grantor(s)/Lessor(s): John M. Stilley, d/b/a Patriot Exploration Grantee(s)/Lessee(s): Stilley I Limited Partnership

|   |                  |                        |   |                  |                        |
|---|------------------|------------------------|---|------------------|------------------------|
| Street Address: <u>202 Sunset Drive</u> |                  |                        | Street Address: <u>202 Sunset Drive</u> |                  |                        |
| City: <u>Butler</u>                     | State: <u>PA</u> | Zip Code: <u>16001</u> | City: <u>Butler</u>                     | State: <u>PA</u> | Zip Code: <u>16001</u> |

**C. PROPERTY LOCATION**

Street Address: See Attached City, Township, Borough: \_\_\_\_\_

|               |                        |                          |
|---------------|------------------------|--------------------------|
| County: _____ | School District: _____ | Tax Parcel Number: _____ |
|---------------|------------------------|--------------------------|

**D. VALUATION DATA**

|                              |            |                              |            |                        |            |
|------------------------------|------------|------------------------------|------------|------------------------|------------|
| 1. Actual Cash Consideration | <u>N/A</u> | 2. Other Consideration       | <u>N/A</u> | 3. Total Consideration | <u>N/A</u> |
|                              |            | +                            |            | =                      |            |
| 4. County Assessed Value     | <u>N/A</u> | 5. Common Level Ratio Factor | <u>N/A</u> | 6. Fair Market Value   | <u>N/A</u> |
|                              |            | X                            |            | =                      |            |

**E. EXEMPTION DATA**

|                                 |            |                                     |            |
|---------------------------------|------------|-------------------------------------|------------|
| 1a. Amount of Exemption Claimed | <u>N/A</u> | 1b. Percentage of Interest Conveyed | <u>N/A</u> |
|---------------------------------|------------|-------------------------------------|------------|

**2. Check Appropriate Box Below for Exemption Claimed**

- Will or intestate succession \_\_\_\_\_ (Name of Decedent) \_\_\_\_\_ (Estate File Number)
- Transfer to Industrial Development Agency.
- Transfer to a trust. (Attach complete copy of trust agreement identifying all beneficiaries.)
- Transfer between principal and agent. (Attach complete copy of agency/straw party agreement.)
- Transfers to the Commonwealth, the United States and instrumentalities by gift, dedication, condemnation or in lieu of condemnation. (If condemnation or in lieu of condemnation, attach copy of resolution.)
- Transfer from mortgagor to a holder of a mortgage in default. Mortgage Book Number \_\_\_\_\_, Page Number \_\_\_\_\_.
- Corrective or confirmatory deed. (Attach complete copy of the prior deed being corrected or confirmed.)
- Statutory corporate consolidation, merger or division. (Attach copy of articles.)
- Other (Please explain exemption claimed, if other than listed above.) This is an exempt transaction not subject to the Realty Transfer Tax pursuant to Section 1102-C.3(22) of Act #77 of 1986, as amended.

Under penalties of law, I declare that I have examined this Statement, including accompanying information, and to the best of my knowledge and belief, it is true, correct and complete.

Signature of Correspondent or Responsible Party: [Signature] Date: 12/28/06

FAILURE TO COMPLETE THIS FORM PROPERLY OR ATTACH APPLICABLE DOCUMENTATION MAY RESULT IN THE RECORDER'S REFUSAL TO RECORD THE DEED.