



60 2004 00020635

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

Instrument Number: 2004-20635

Recorded On: June 22, 2004

As- Deed Lease

Parties: DUQUESNE LIGHT CO

To HUNTLEY & HUNTLEY INC

Number of Pages: 5

Comment:

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

Deed Lease	45.00
Total Recording:	45.00

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: 2004-20635
 Receipt Number: 245262
 Recorded Date/Time: June 22, 2004 02:13P
 Book-Vol/Pg: BK-DE VL-12092 PG-86
 User / Station: D Dobbs - Cash Super 03

HUNTLEY & HUNTLEY INC
 PENN OFFICE BLDG STE 100
 4314 OLD WILLIAM PENN HEY
 MONROEVILLE PA 15146



Valerie McDonald-Roberts Recorder of Deeds

Huntley & Huntley, Inc.
Penn Office Building, Suite 100
4314 Old William Penn Hwy
Monroeville, PA 15146

LEASE AMENDMENT

THIS LEASE AMENDMENT (hereinafter Amendment) made this 27th day of MAY, 2004, by and between Duquesne Light Company, a Pennsylvania corporation with an office address of 1800 Seymour Street, Pittsburgh, Pennsylvania 15233 (hereinafter Lessor)

AND

Huntley & Huntley, Inc., a Pennsylvania corporation with an office at Penn Office Building, Suite 100, 4314 Old William Penn Highway, Monroeville, Pennsylvania 15146 (hereinafter Lessee)

WITNESSETH:

WHEREAS, Lessor and Lessee (hereinafter the Parties) did enter into an Oil and Gas Lease dated December 3, 2001 for the rights to drill for oil and gas on certain land owned by Lessor and listed on Exhibit "A" attached to the Lease (hereinafter Leased Premises); and

WHEREAS, the Lease is recorded in the Office of the Recorder of Deeds at Deed Book Volume 11553, Pages 131- 137; and

WHEREAS, the Exhibit "A" attached to the Lease is incomplete and incorrect and other provisions of the Lease may not be acceptable to Lessor; and

WHEREAS, the Parties desire to amend the Lease.

NOW THEREFORE, in consideration of the Premises and other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the Parties agree to amend the Lease Agreement as follows:

1. Exhibit "A" is deleted from the Lease, and in lieu thereof shall be included the following parcels of land:

PARCEL NO.	ACREAGE	MUNICIPALITY
625-R-260	19.48	Springdale Township
626-N-300	3.95	Springdale Township
627-A-325	3.44	Springdale Township
627-C-22	23.85	Springdale Township
627-F-396 (395 sic)	18.444	Springdale Township

PARCEL NO.	ACREAGE	MUNICIPALITY
627-P-100-0000-01	103.949	Springdale Township
627-P-100-0000-03	6	Springdale Township
728-R-148-0000-01	5.14	Springdale Township
728-R-148-0000-02	37.11	Springdale Township
838-G-160	131.58	Indiana Township
TOTAL ACREAGE:	352.943	

2. Parcels 620-E-206 and 620-E-206-0000-01 are expressly excluded from the Lease and this Amendment.
3. Paragraph one (1) of the lease is amended by deleting “162.83 acres” and inserting in lieu thereof “ 352.943 acres.”
4. Paragraph nine (9) of the Lease is amended by adding thereto: “Should Lessor merge with or be acquired by another company this Lease shall be deemed assigned to any resulting entity on the effective date of the merger or acquisition without compliance with the aforementioned terms and conditions of this Paragraph 9.”
5. Paragraph thirteen (13) of the Lease is amended by adding thereto: “Lessor makes no warranties of title with respect to the subsurface rights of any of the parcels listed in paragraph one (1) of this Amendment. Lessee shall have the right and obligation to research the status of title to each of the aforementioned parcels of land. Lessee shall provide Lessor with true and correct copies of all title research performed and all title reports received. Lessee shall not commence any drilling or perform any other of the activities contemplated by the Lease and this Amendment until such time as Lessee has satisfactorily proven to Lessor that it has ownership of the subsurface rights so required.”
6. Any notices required to be given to Landlord pursuant to this Amendment shall be sent to the Real Estate Manager, Duquesne Light Company, 1800 Seymour Street, Pittsburgh, PA 15233, by U.S. Mail, by a courier, by an overnight mail service or by facsimile at 412-393-8220: Attention: Jennifer Fox Rabold.
7. All rents and other payments due under the terms of this Amendment shall be sent to the budget coordinator at:

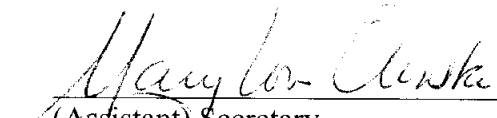
Duquesne Light Company
 2833 New Beaver Avenue
 Building #5, Second Floor
 Pittsburgh, PA 15233
 Attention: Robert W. Mayer

8. All other terms, conditions and provisions of the Lease not inconsistent with this Agreement are incorporated herein by reference as though set forth in detail and shall apply with full force and effect to the Parties.


IN WITNESS WHEREOF, and intending to be legally bound the Parties have caused this Amendment to be executed on the day and year written first above.


ATTEST:

LANDLORD
DUQUESNE LIGHT COMPANY



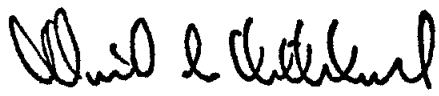
(Assistant) Secretary

By: 

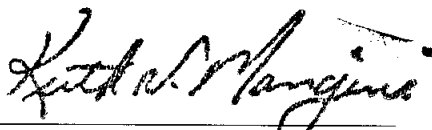
Joseph G. Belechak,
Senior Vice President & Chief
Operations Officer 

TENANT
HUNTLEY & HUNTLEY, INC.

ATTEST:



(Assistant) Secretary

By: 

Keith N. Mangini, President

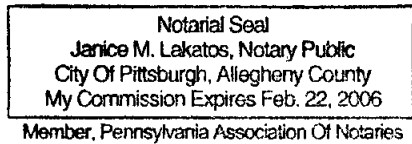
COMMONWEALTH OF PENNSYLVANIA)
) SS
COUNTY OF ALLEGHENY)

On this the 11TH day of JUNE, 2004, before me, a notary public the undersigned officer, personally appeared Joseph G. Belechak, the Senior Vice President and Chief Operations Officer of Duquesne Light Company who acknowledges himself to be said Officer, and as such Officer, 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.

Janice M. Lakatos
Notary Public

My commission expires



COMMONWEALTH OF PENNSYLVANIA)
) SS
COUNTY OF ALLEGHENY)

On this the 27th day of MAY, 2004, before me, a notary public the undersigned officer, personally appeared Keith N. Mangini, the President of Huntley & Huntley, Inc. who acknowledges himself to be said Officer and as such Officer, 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.

Edward F. Valentas
Notary Public

My commission expires

