

NON-SURFACE USE OIL AND GAS COOPERATIVE AGREEMENT

Donegal Lake

This agreement made and entered into this 11th day of October, 2011 ("Effective Date") by and between the **COMMONWEALTH OF PENNSYLVANIA, acting through the PENNSYLVANIA FISH AND BOAT COMMISSION**, with an address at 1601 Elmerton Avenue, Harrisburg, Pennsylvania 17110, hereinafter referred to as "Commission" and **WILLIAMS PRODUCTION APPALACHIA LLC**, a Delaware limited liability corporation authorized to do business within the Commonwealth of Pennsylvania, with its principal office located at One Williams Center, Tulsa, Oklahoma 74172 and with Pennsylvania offices located at 1000 Town Centre Boulevard, Canonsburg, Pennsylvania 15317, hereinafter referred to as "Producer."

WITNESSETH:

WHEREAS, Commission is authorized by section 744 of the Fish and Boat Code (30 Pa. C.S. §744) to dispose of, by lease, sale or otherwise, oil and gas or rights therein on or under lands to which it has acquired title; and

WHEREAS, Commission is the owner of the oil and gas rights underlying 232.56 acres, more or less, of its property known as Donegal Lake in Donegal Township, Westmoreland County, approximately shown on Exhibit A and more particularly described on Exhibit B, both of which are attached hereto and made a part hereof ("Premises"); and

WHEREAS, the Commission has made a determination that the entering into a cooperative agreement for the removal and production of oil and natural gas from the Premises with no surface disturbance hereinafter described will be in the best interest of the Commission.

NOW, THEREFORE, in consideration of the sum of One Dollar (\$1.00), paid by Producer to Commission, receipt of which is hereby acknowledged, and other mutual covenants and agreements hereinafter set forth, Commission does hereby enter into this Agreement exclusively with Producer for the purposes only of exploring, drilling, operating, producing, removing, measuring and marketing of oil, gas, and liquid hydrocarbons, including the pooling of all or a portion of the Premises shown on the map

in Exhibit A. It is understood that the acreage and the location shown on Exhibit A are approximate.

Unless otherwise approved in writing by the Commission, this Agreement is limited to non-surface use and does not convey any surface rights associated with the Premises, except for seismic surveying purposes as permitted under Paragraph 11.1.

TERM OR PERIOD

1.1 It is agreed that this Agreement shall remain in force for a term of five (5) years from the Effective Date, subject to the conditions hereinafter set forth and shall continue from year to year thereafter so long as oil or gas is produced in paying quantities from the Premises hereunder or this Agreement is maintained in accordance with Paragraphs 2.1 and 10.1 or written approval from the Commission is obtained at least thirty (30) days prior to the five (5) year anniversary of the Effective Date of the Agreement, based upon Producer's bona fide attempts to secure or restore the production of oil or gas by conducting drilling, or reworking operations on the Premises hereunder, or be engaged in the abandonment, or plugging of wells or removal of equipment therefrom.

PAID-UP BONUS, DELAY IN MARKETING, AND SHUT-IN PAYMENTS

2.1 In the event a well drilled hereunder is a producing well and Producer is unable to market the production therefrom, or should production cease from a producing well drilled under the Premises, or should Producer desire to shut-in producing wells, Producer agrees to pay Commission annually, 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, a shut-in payment in the amount of Fifty and No/100 Dollars (\$50.00) per net acre, provided no other well is producing on the Premises or lands pooled or unitized therewith. This shut-in payment shall continue on an annual basis, with no pro rata reimbursement, until production is marketed and sold off the Premises or such well is plugged and abandoned according to law.

2.2 A one-time, paid-up bonus payment for a Non-Surface Use Oil and Gas Cooperative Agreement will be due and payable to the Commission within thirty (30) days from the Effective Date of this Agreement. Said bonus payment is subject to title

verification by Producer and proper execution and delivery of all Agreement documents by Commission. Said bonus payment will be set at Three Thousand and No/100 Dollars (\$3,000.00) per net acre of oil and gas rights owned by Commission, or Six Hundred Ninety-Seven Thousand Six Hundred Eighty Dollars and No/100 (\$697,680.00).

OIL ROYALTY

3.1 Producer shall pay to Commission, as royalty, eighteen percent (18%) of the field price per barrel (42 U.S. Gallons) at 60 degrees Fahrenheit produced and saved from the Premises for all oil, condensate, and other liquid hydrocarbons of like grade and gravity which prevail in that area on the day such oil and other products are run into the pipeline or into storage tanks; the amount to be paid to Commission will be the eighteen percent (18%) royalty multiplied by the fractional interest held by Commission in the unit. There shall be no deductions for marketing or production costs.

3.2 Producer shall gauge, measure, sample, and test all petroleum and petroleum products in accordance with standard practices as outlined in American Petroleum Standard 2500, January 1, 1955, or as subsequently amended by the same authority, and at a temperature base of 60 degrees Fahrenheit. Producer shall provide tanks for accurately measuring the crude oil produced from the Premises. Positive copies of one hundred percent (100%) capacity tank tables are to be furnished to Commission or other acceptable standards of measuring production.

GAS ROYALTY

4.1 Producer shall pay to Commission, as royalty, the greater of eighteen percent (18%) of the gross proceeds received by Producer from the sale of all natural gas, casinghead gas, or other gaseous substances or eighteen percent (18%) of the market value of all the natural gas, casinghead gas, or other gaseous substances of like quality from each gas well drilled under the Premises or on lands unitized therewith. There shall be no deductions from the value of the Commission's royalty by reason of any required processing, cost of dehydration, compression, transportation, or other matter to market such gas.

PAYMENTS

5.1 Producer shall be held responsible for the payment of all royalties and delay in marketing or shut in or bonus payments. Payments shall be mailed to:

NGWA Program Coordinator
Office of Administration
PA Fish and Boat Commission
P.O. Box 67000
Harrisburg, PA 17106-7000

All checks shall be made payable to Pennsylvania Fish and Boat Commission. Payments of royalties shall be made monthly within sixty (60) days after each monthly sales period, unless otherwise approved in writing by the Commission.

5.2 Producer shall submit statements each calendar month in the form of royalty check stubs detailing the production and sales of oil, gas, other hydrocarbon products, and other products from wells drilled upon lands unitized with the Premises within sixty (60) days after each monthly sales period. All statements and reports must be submitted to the NGWA Program Coordinator.

5.3 Once it has been determined by Commission that Producer is in default in the payment of any sum of money payable under provisions of this Agreement for thirty (30) days, Commission shall notify Producer in writing. Producer shall have thirty (30) days from date of notice to respond or cure said notice. If Producer fails to respond or cure, then Producer agrees to pay an additional twelve percent (12%) annual interest on the defaulted amount calculated from the time of such default. This provision is in no way a waiver of the requirement to pay on time.

FIRST WELL

6.1 Unless sooner terminated as otherwise herein provided, Producer shall spud a well on acreage with which the portion of the Premises is unitized, within five (5) years from the Effective Date of this Agreement and shall drill said well with due diligence. In the event the aforesaid well is not drilled or spud within the above mentioned five (5) year period, the Agreement shall be automatically terminated in its entirety,

unless Commission approves in writing, thirty (30) business days in advance of the expiration date of this Agreement, the continuation of the Agreement on a year to year basis.

6.2 It is understood that this Agreement is being granted for the purpose of permitting Producer to unitize the Premises with other properties, which other properties shall bear all the burden of surface development. Commission understands and gives consent that, due to slant (directional) or horizontal drilling originating from surface entry on a parcel not owned by Commission, the wellbore(s) may pass through or terminate below the Premises.

SUBSEQUENT WELLS

7.1 If the First Well drilled by Producer pursuant to this Agreement is productive of oil and/or gas and the well is expected to return the investment and operating costs on that well during the anticipated productive life of the well to its economic limit, Producer shall drill one (1) additional well on the same unit in which the First Well is drilled and commence said well no later than twelve (12) months after the end of the primary term of this Agreement.

7.2 The amount of acreage included in a spacing unit shall be regulated by the Pennsylvania Department of Environmental Protection (DEP), or in the absence of an order by the DEP, eighty (80) acres where oil is being produced as the principal product of such well, or six hundred forty (640) acres where gas is being produced as the principal product of such deep well which has been drilled to the Marcellus Shale Formation or deeper, or one hundred twenty (120) acres where gas is being produced as the principal product of such shallow well which has been drilled above the Marcellus Shale Formation.

DEVELOPMENT

8.1 Subject to Paragraph 7.2, Producer agrees to drill such wells as a reasonably prudent operator would drill under the same or similar circumstances and after discovery of oil or gas on the Premises and to develop and produce from the Premises efficiently and economically.

UNITIZATION

9.1 Producer shall have the right at any time or times to pool and consolidate the Premises, in whole or in part or as to any stratum or strata, with lands or leases adjacent to or in the immediate vicinity of the Premises, so as to constitute a unit or units for the purpose of entering, with the owners and/or lessees, into joint operating agreements providing for the joint operation and development of the Premises or portions thereof with adjoining lands.

9.2 Any well drilled on any such unit whether or not located under the Premises where Commission is receiving royalty shall nevertheless be deemed to be located upon the Premises within the meaning of and for the provision and covenants of this Agreement to the same effect as if all the lands comprising such unit were described in and subject to this Agreement.

9.3 Upon production from any part of any such unit, Commission shall be entitled to and accept, in lieu of the eighteen percent (18%) oil and gas royalty hereinbefore provided, that proportion of such eighteen percent (18%) which the acreage consolidated bears to the total number of acres comprising said development unit.

CONTINUOUS OPERATIONS

10.1 If, at the expiration of the Primary Term, oil or gas is not being produced from the Premises, but Producer has commenced the drilling of a well on lands pooled with the Premises, the Agreement will not terminate but will remain in effect for so long thereafter as operations are carried out with due diligence with no cessation of more than ninety (90) consecutive days, and if the operations result in the production of oil or gas, the Agreement shall remain in force as otherwise provided herein.

SEISMIC SURVEYS

11.1 Producer, its agents, contractors and subcontractors and employees of contractors and subcontractors shall have the right to conduct seismic surveys over and across the Premises, provided such seismic surveys are for the exclusive benefit of Producer, its partners, working interest partners, successors

and assigns and are not for a third party sale. Prior to conducting any seismic work on the Premises, Producer shall submit to the Commission's NGWA Program Coordinator for consultation and coordination a map showing the location of each and every seismic line and avoid to the fullest extent possible any adverse impacts to critical/unique aquatic habitats and/or aquatic resources as determined by the Commission and/or real property improvements as determined by Commission. Commission shall approve in writing, within forty-five (45) business days, Producer's plans for seismic activities on the Premises. When Producer's seismic lines cross Commission lands not under agreement with Producer, Producer must obtain the customary Seismic Survey License from Commission. Producer agrees that seismic surveys will not be conducted on the Premises during the first two weeks of trout season and other periods identified by Commission.

WELL RECORDS, LOGS AND REPORTS

12.1 Within thirty (30) days of written request by Commission, Producer shall furnish to Commission production and status reports as required by 25 Pa. Code §78.121 for submission to the DEP for any wells drilled and completed upon lands unitized with the Premises. Furthermore, within thirty (30) days of written request by Commission, Producer shall furnish to Commission well records and completion reports as required by 25 Pa. Code §78.122 for submission to the DEP for any wells drilled and completed upon lands unitized with the Premises.

AUDITS

13.1 Producer grants to Commission the right to examine, audit, or inspect books, records, and accounts of Producer pertinent to the purpose of verifying the accuracy of the reports and statements furnished to Commission, and for checking the amount of payments lawfully due under the terms of this Agreement. Commission agrees to provide Producer with at least thirty (30) days written notice prior to conducting any audits in accordance with this provision. Said audits shall occur at Producer's offices at Commission's sole expense and shall be limited to those records relating to wells drilled pursuant to this Agreement for any calendar year within the twenty-four (24) month period following the end of such calendar year. Said audits shall not be conducted more than twice each year.

Producer agrees to provide every aid to enable such audit to be made by Commission. If such audit should reveal any gross error or fraud by Producer in payment of royalties, then Producer shall pay the cost and expense of the audit together with the deficiency.

PRODUCER'S TERMINATION

14.1 Producer may at any time, or from time to time, surrender this Agreement or any portion thereof if Producer is not then in default of any obligations under this Agreement; provided, however, that such surrender must be evidenced by written notice delivered to Commission at least thirty (30) business days prior to the effective date thereof, and that Producer has performed all commitments with which Producer is charged as of the effective date of the surrender. The "FIRST WELL" provision shall not be regarded or construed as a commitment or obligation under this paragraph.

14.2 Should Producer surrender a portion of this Agreement and retain producing wells, Producer shall be entitled to retain that acreage attributable to each well as previously provided under Paragraph 7. As to any other acreage, Producer shall deliver to Commission a surrender in duly recordable form approved by Commission. Producer shall be relieved of all obligations thereafter accruing as to acreage surrendered, and any payments thereafter coming due shall be reduced in the same proportion that the acreage covered hereby is reduced; provided, however, that Producer shall not be relieved of any obligation which accrues prior to such surrender even if the result caused by Producer's performance or failure of performance of an obligation or covenant does not manifest itself until after the date of surrender.

14.3 Producer shall not be granted a final release from the terms of this Agreement until all records and reports and other data required herein have been provided to Commission, all other terms of this Agreement have been met and Commission's authorized representative has met with Producer's authorized representative on the ground and inspected the Premises, and both parties have signed a Statement of Release. Said release shall not be unreasonably withheld by Commission.

COMMISSION TERMINATION

15.1 In the event Commission considers Producer has not complied with its express or implied obligations hereunder, Commission shall notify Producer in writing, indicating specifically what Producer allegedly has breached. Producer shall have thirty (30) business days after receipt of said notice to meet or commence to meet any part of the breach alleged by Commission. Commission shall not bring any action against Producer until thirty (30) business days, in the case of monetary breach, or ninety (90) business days, in the case of any other breach, after service of such notice on Producer. The service of said notice shall be precedent to the bringing of any cause of action by Commission on said Agreement for any cause, and no such action shall be brought until the lapse of thirty business (30) days or ninety (90) business days, as applicable, after service of such notice on Producer. Neither the service of said notice nor the doing of any acts by Producer aimed to meet all or part of the obligations shall be deemed an admission or presumption that Producer has failed to perform all its obligations hereunder.

INDEMNITY

16.1 Producer shall at all times hereinafter indemnify and save harmless Commission from and against all detriment, damage, loss, claims, demands, suits, and expenses, or other claims of any kind whatsoever which Commission may sustain, suffer, or be subject to directly or indirectly by reason of location, obstruction, presence, maintenance, renewal, or removal of the operations permitted by this Agreement or resulting therefrom, except to the extent any such damage or injury is caused by the negligence of the Commission or its employees, agents or invitees.

ASSIGNMENTS

17.1 Producer shall not use or allow to be used, the Premises for any other purpose than authorized by this Agreement and shall not assign or sublet the Premises in whole or in part at any time or from time to time without the prior written consent of Commission. Producer shall make application to obtain such consent in writing accompanied by a plat to Commission describing the land to be assigned and the contractual rights

therein if less than the whole, together with the contractual rights retained by assignor. Assignee shall agree to be bound by all of the terms and provisions of the Agreement. After Commission has consented to the assignment, assignor shall be released from all liability under this Agreement arising or accruing subsequent to the date of such assignment as to the part or parts so assigned and assignee, thereof, shall, thereupon, be deemed to have assumed and be responsible for the covenants, conditions, and obligations of this Agreement as to the part or parts assigned. In the event that only a portion of the Premises is assigned, the default of any of the covenants, conditions, or obligations of this Agreement by one of the holders of a portion of the Premises created by an assignment will not affect the contractual rights of a party not in default.

LIMITATION ON WARRANTY

18.1 The Commission is considered to be the owner of the oil and gas rights under the Premises but makes no warranty as to the presence of oil and gas or as to its ownership thereof. In the event it is determined by compromise or by a final judgment of a court of competent jurisdiction that the Commission does not have title to all or part of the oil and gas rights on the Premises, Producer shall pay the Commission royalties thereafter accruing in proportion to the Commission's ownership. Any sums of money previously paid pursuant to the terms of the Agreement shall not be reimbursable to Producer, except as hereinafter provided in this paragraph. In the event of an adverse claim affecting title to all or a portion of the oil and gas rights under the Premises, notice of such claim will be given to Commission which may, with the approval of the Attorney General of Pennsylvania, enter into an escrow arrangement for future royalties accruing to such disputed portion under terms and conditions that Commission deems proper to safeguard the rights and interests of the Commonwealth. In the event an adverse claimant files suit against the Commission or against Producer claiming title to all or a portion of the oil and gas rights under the Premises, or if Producer, after receiving notice of an adverse claim, institutes litigation in a court of competent jurisdiction to secure an adjudication of the validity of the claim, the royalties accruing to the litigated portion shall be placed in an escrow account until such time as the ownership of the disputed interest shall be determined by a

court of competent jurisdiction. The royalties placed in escrow shall be refunded at the direction of the court in an amount proportionate to the outstanding title if it is finally determined by compromise or by a court of competent jurisdiction that all or part of such rights are not owned by the Commission.

18.2 This limitation clause shall not apply to and shall not reduce the bonus, delay in marketing or shut in payments under this Agreement.

FORCE MAJEURE

19.1 This Agreement shall not be terminated, in whole or in part, nor shall Producer be held liable for damages for failure to comply with express or implied covenants hereof if compliance, therewith, is prevented by or if such failure is the result of any Federal or State laws, executive orders, rules, or regulations whether valid or invalid, act of God, strike, lockout, or other industrial disturbance, act of the public enemy, war, blockade, public riot, lightning, fire, storm, flood, or other act of nature, explosion, government action, government delay, restraint or inaction, unavailability of equipment, and any other cause, whether of the kind specifically enumerated above or otherwise, which is not reasonably within the control of the party claiming suspension, nor was caused by said party.

19.2 If, at the end of the primary term, hereof, such term has not been extended by production or drilling as in the Agreement provided and Producer by reason of any of the above recited force majeure causes is unable to drill a well under the Premises for oil or gas, the primary terms and the delay in marketing and shut in provisions hereof, shall be extended automatically from year to year for a period not to exceed three (3) additional years unless further extension is approved by Commission and so long as Producer meets all requirements for payments of money and other obligations to Commission; provided, however, upon the removal of such delaying cause, Producer must commence operations within six (6) months after such removal. During any period that Producer is unable to produce and/or market any products from the Premises by reason of any of the above-recited causes, this Agreement shall remain in full force and effect.

LIABILITY

20.1 Producer shall alone be liable and responsible for any pollution or other damage to any portion of the environment in or adjacent to the Premises which occurs as a result or consequence of Producer's occupation and use of the Premises, irrespective of whether or not such pollution or damage is due to negligence or to the inherent nature of Producer's operations, unless an independent intervening cause is found to be the sole proximate cause of the pollution or damage. Any action for civil damages on account of such pollution brought by Commission against Producer shall not bar the Commonwealth from bringing other actions under the Clean Streams Law or other pertinent law, rule, or regulation of the Commonwealth.

RIGHTS RESERVED BY COMMISSION

21.1 Commission reserves the right to use the Premises in any and all respects not specifically limited by the terms of this Agreement.

21.2 Commission reserves all minerals within the Premises other than oil, gas and liquid hydrocarbons and shall have the right to enter into a cooperative agreement for those mineral rights with third parties insofar as Commission is otherwise legally entitled to convey the same by agreement, subject to the provisions of this Agreement.

21.3 Commission reserves the right to approve in writing, within forty-five (45) business days, all plans for seismic activities on the Premises.

APPLICABLE LAW

22.1 This Agreement shall be governed by and interpreted and enforced in accordance with the laws of the Commonwealth of Pennsylvania (without regard to any conflict of laws provisions) and the decisions of the Pennsylvania courts. Producer consents to the jurisdiction of any court of the Commonwealth of Pennsylvania and any federal courts in Pennsylvania, waiving any claim or defense that such forum is not convenient or proper. Producer agrees that any such court shall have in personam jurisdiction over it, and consents to service of process in any manner authorized by Pennsylvania law.

COMMISSION'S NAME

23.1 Producer shall not use Commission's name in advertising, promotional materials or press releases without the prior written consent of Commission.

MONITORING

24.1 Prior to drilling under the Premises or any drilling or surface disturbance associated with oil or gas development occurring within 1000 feet of the water resources on the Premises, including impoundments, ponds, streams, naturally occurring seeps (moist or wet places where water reaches the ground surface from an underground aquifer) that have a measureable flow rate, excluding any Acid Mine Drainage seeps located on the Premises prior to the Effective Date of this Agreement, springs, and wells as identified during a site visit at such time as these surface features are visible (collectively referred to as "Water Resources"), Producer shall submit to Commission for approval a proposed monitoring plan that includes a map showing the coordinates of the Water Resources. Prior to drilling under the Premises or any drilling or surface disturbance associated with oil or gas development occurring within the specified distance of the Water Resources, Producer shall sample and test the Water Resources in accordance with Commission-approved monitoring plan and shall share the results with Commission. Producer shall submit all monitoring data to Commission in an Electronic Data Deliverable format specified by Commission. All sampling shall be performed by a qualified professional experienced and trained in the collection of environmental samples for physical, chemical and biological analysis in a manner consistent with the approved monitoring plan. Sample analysis shall be conducted by a DEP-certified laboratory.

24.2 In the event Commission obtains evidence to suspect a material adverse change in the quality and/or the quantity of the Water Resources during or after Producer's site development activities or drilling operations, Producer shall, upon notification by Commission, sample and test the Water Resources at Producer's expense in consultation with Commission. Should such a test reflect a material adverse change on the Water Resources as a result of Producer's site development activities

or drilling operations, Producer shall, at its own expense, take all steps necessary to return in a timely manner the quality and/or the quantity of the Water Resources as close to pre-development/pre-drilling conditions as is reasonably practicable.

CONSERVATION AND WATER PROTECTION

25.1 Producer shall carry out all operations under this Agreement with all due diligence and in a good and workmanlike manner, in accordance with the best and most up to date oil and gas practices.

25.2 When Producer's site development activities or drilling operations in the vicinity of the Premises cause damage to the watershed or pollution of the water resources, Producer agrees to repair such damage and to restore the watershed and the Water Resources to pre-development/pre-drilling conditions, to take such corrective measures as are deemed necessary by an authorized representative of Commission to prevent further pollution or damage to the watershed stemming from Producer's site development activities or drilling operations in the vicinity of the Premises and to pay for any and all damage or destruction of property, fish and wildlife resulting therefrom. Producer agrees to pay the reasonable costs incurred by Commission in response to the damage or pollution incident.

25.3 The cost of said property damaged or destroyed shall be determined by a disinterested, third party appraiser who is mutually acceptable to the parties, and the parties shall equally share the cost of the appraisal. The cost of said wildlife or fish damaged or destroyed shall be determined by the Pennsylvania Game Commission or Pennsylvania Fish and Boat Commission using recognized procedures to establish the value of damage.

25.4 Producer shall be responsible for the payment of any damages under this paragraph, which shall be mailed to the NGWA Program Coordinator in Harrisburg, Pennsylvania, labeled as to relevant Tract Number and made payable to Pennsylvania Fish and Boat Commission. Damages shall be paid within thirty (30) days of receiving an invoice from Commission.

MEMORANDUM OF AGREEMENT

26.1 It is agreed and understood that a Memorandum of Oil and Gas Cooperative Agreement will be filed of record for the purpose of providing record notice of the existence of this Agreement in lieu of recording the executed original. Within ninety (90) days following the receipt by Producer of a fully executed copy of this Agreement, Producer shall record the Memorandum of Oil and Gas Cooperative Agreement in the Office of the Recorder of Deeds for Westmoreland County, Pennsylvania, and shall furnish to Commission a copy of the recorded Memorandum that clearly shows the recorded reference data.

NOTICE

27.1 To have proper effect, any notice, report or request sent pursuant to and in accordance with this Agreement must be sent to the following addresses:

Producer: Williams Production Appalachia LLC
Land Manager - Appalachia
One Williams Center
Tulsa, Oklahoma 74172

Commission: NGWA Program Coordinator
Office of Administration
Pennsylvania Fish and Boat Commission
P.O. Box 67000
Harrisburg, PA 17106-7000

NON-PRODUCTION

28.1 Commission hereby warrants that Commission is not currently receiving any bonus, rental, production royalty, shut-in royalty, or payment for storage payment as the results of any prior oil and gas lease covering any and all of the Premises, and that there are no commercially producing wells currently existing on the Premises.

ADDITIONAL DOCUMENTS

29.1 Commission agrees to sign such additional documents as may be reasonably requested by Producer to perfect Commission's title to the oil and gas subject to this Agreement and such

other documents relating to the sale or production as may be required by Producer or others.

CHEMICAL COMPOSITION OF HYDRAULIC FRACTURING FLUID

30.1 Upon written request by Commission, Producer shall disclose to Commission the hydraulic fracturing fluid product component information for any well used to produce oil and gas from the Premises thirty (30) days prior to the drilling and commencement of the well. This information shall be broken down by trade name, supplier, purpose, ingredients, chemical abstract service number (CAS #), maximum ingredient concentration in additive (% by mass) and maximum ingredient concentration in hydraulic fracturing fluid (% by mass).

BOARD APPROVAL

31.1 This Agreement is contingent upon approval by the Commission's Board at a regularly scheduled or special meeting.

IT IS HEREBY MUTUALLY UNDERSTOOD AND AGREED that this Agreement shall be legally binding on the parties hereto, their heirs, administrators, executors, successors, and assigns.

IN WITNESS WHEREOF, Commission and Producer have caused this Agreement to be duly executed and have caused their seals to be hereto affixed and attached by their proper officers, all hereunto duly authorized, on the date first above written.

ATTEST:

**COMMONWEALTH OF PENNSYLVANIA
PA FISH AND BOAT COMMISSION**


Administrative Secretary


John A. Arway
Executive Director

ATTEST:

WILLIAMS PRODUCTION APPALACHIA LLC

Title:


BY: TERRY HESTER
ITS: ATTORNEY-IN-FACT

APPROVED AS TO LEGALITY AND FORM:

Rossell 10/11/11

OFFICE OF ATTORNEY GENERAL

Laurie E. Apple 9/28/11

CHIEF/ASSISTANT COUNSEL

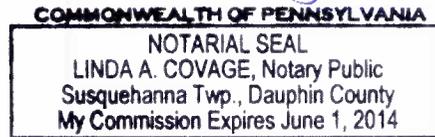
COMMONWEALTH OF PENNSYLVANIA :
: SS.
COUNTY OF DAUPHIN :

On this the 29th day of September, 2011, before me, the undersigned officer personally appeared John Arway, who acknowledged himself to be Executive Director of the Pennsylvania Fish and Boat Commission or his designee and that as such Executive Director or designee of the Pennsylvania Fish and Boat Commission, being authorized to do so, executed the foregoing instrument for the purposes therein contained by signing his name as John Arway, Executive Director or designee.

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

Linda A. Covage
Notary Public

My Commission Expires:



STATE OF OKLAHOMA :
: SS.
COUNTY OF TULSA :

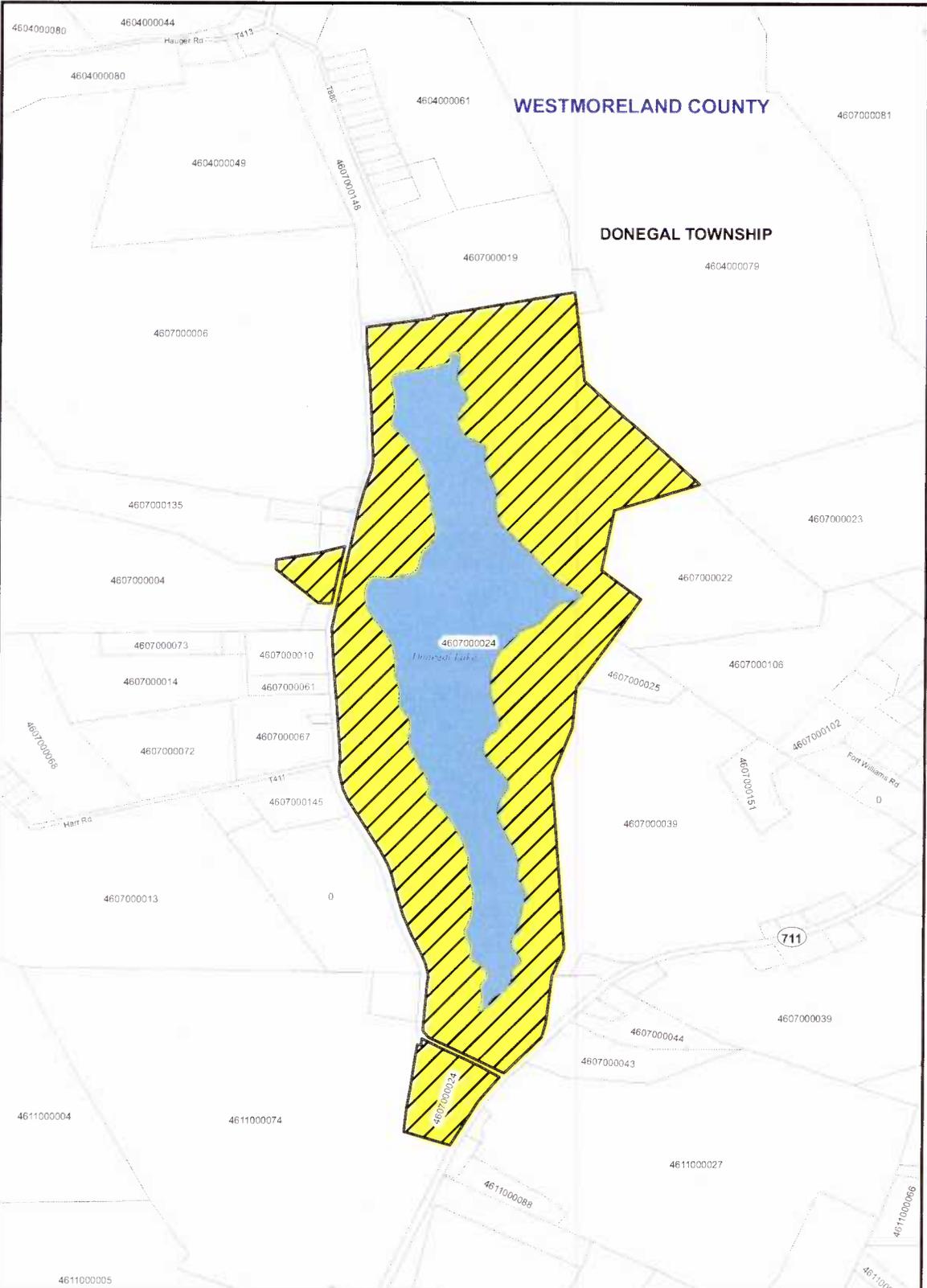
On this the 14 day of September, 2011, before me, the undersigned officer personally appeared Terry Hester, who acknowledged himself to be the Attorney-in-fact for WILLIAMS PRODUCTION APPALACHIA LLC, and that as such Attorney-in-fact, being authorized to do so, executed the foregoing instrument for the purposes therein contained by signing the name of WILLIAMS PRODUCTION APPALACHIA LLC by himself as Attorney-in-fact.

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

Christine A. Kennon
Notary Public

My Commission Expires: 06-15-2013





Williams

EXHIBIT A

Pennsylvania Fish and Boat Commission
 Donegal Lake
 232.56 Acres
 Donegal Township
 Westmoreland County, Pennsylvania

0 500 1,000 2,000
 Feet
 1 inch = 1,000 feet

TRIMBLE DEVELOPMENT
 Oil & Gas Acquisitions

Legend

 PFBC Donegal Lake Property

Note:
 This exhibit was prepared using Westmoreland County Tax Assessment Maps and is not based on actual boundary survey.

EXHIBIT "B"

ATTACHED TO AND BY REFERENCE MADE A PART OF THAT CERTAIN NON-SURFACE USE OIL AND GAS COOPERATIVE AGREEMENT DATED October 11, 2011, MADE AND ENTERED INTO BY AND BETWEEN COMMONWEALTH OF PENNSYLVANIA, ACTING THROUGH THE PENNSYLVANIA FISH AND BOAT COMMISSION, AND WILLIAMS PRODUCTION APPALACHIA LLC.

Tract 1: All that certain tract of land containing 29.095 acres, more or less, situated in Donegal Township, Westmoreland County, Pennsylvania and being identified as Tax Map/Parcel Number 46-07-00-0-024-00-000 and being described in that certain Deed dated, March 16, 1967, by and between, Lury W. Shaffer and Irene H. Shaffer, as Grantors, and The Commonwealth of Pennsylvania, as Grantee, recorded in Deed Book 1955, Page 516 (Instrument Number 196703210818314) of the Official Records of Westmoreland County, Pennsylvania.

Tract 2: All that certain tract of land containing 92.371 acres, more or less, situated in Donegal Township, Westmoreland County, Pennsylvania and being identified as Tax Map/Parcel Number 46-07-00-0-024-00-000 and being described in that certain Deed dated, August 24, 1966, by and between, Mellon National Bank and Trust Company, Executor of the Estate of Denny M. Burns, a/k/a D. M. Burns, as Grantor, and Commonwealth of Pennsylvania, as Grantee, recorded in Deed Book 1942, Page 677 (Instrument Number 196608240813587) of the Official Records of Westmoreland County, Pennsylvania.

Tract 3: All that certain tract of land containing 53.81 acres, more or less, situated in Donegal Township, Westmoreland County, Pennsylvania and being identified as Tax Map/Parcel Number 46-07-00-0-024-00-00 and being described in that certain Deed dated, October 25, 1966, by and between, Paul E. Erath & Mary C. his wife, as Grantor, and Commonwealth of Pennsylvania, as Grantee, recorded in deed book volume 1947 page 696 (Instrument Number 196610280815291) of the Official Records of Westmoreland County, Pennsylvania.

Tract 4: All that certain tract of land containing 17.232 acres, more or less, situated in Donegal Township, Westmoreland County, Pennsylvania and being identified as Tax Map/Parcel Number 46-07-00-0-024-00-000 and being described in that certain Deed dated, August 9, 1966, by and between, John S. Yost and Emma Yost, husband and wife, as Grantors, and Commonwealth of Pennsylvania, as Grantee, recorded in Deed Book 1941, Page 1089 (Instrument Number 196608160813331) of the Official Records of Westmoreland County, Pennsylvania.

Tract 5: All that certain tract of land containing 20.67 acres, more or less, situated in Donegal Township, Westmoreland County, Pennsylvania and being identified as Tax Map/Parcel Number 46-07-00-0-024-00-00 and being described in that certain Deed dated, July 6, 1966, by and between, Isaac Kalp and Daisy Kalp his wife, as Grantor, and Commonwealth of Pennsylvania, as Grantee, recorded in deed book volume 1938 page 769 (Instrument Number 196607080812055) of the Official Records of Westmoreland County, Pennsylvania.

Tract 6: All that certain tract of land containing 5.376 acres, more or less, situated in Donegal Township, Westmoreland County, Pennsylvania and being identified as a portion of Tax Map/Parcel Number 46-07-00-0-024-00-00 and being described in that certain Deed dated, August 22, 1966, by and between, Grace Harman a/k/a Grace L. Harman, as Grantor, and The Commonwealth of Pennsylvania, as Grantee, recorded in Deed Book 1942, Page 345 (Instrument Number 196608220813485) of the Official Records of Westmoreland County, Pennsylvania.

Tract 7: All that certain tract of land containing 2.357 acres, more or less, situated in Donegal Township, Westmoreland County, Pennsylvania and being identified as a portion of Tax Map/Parcel Number 46-07-00-0-024-00-00 and being described in that certain Deed dated, August 22, 1966, by and between, Grace Harman, Carl Hoffer & Marie Hoffer, husband and wife, and Myrtle Hoffer, as Grantors, and The Commonwealth of Pennsylvania, as Grantee, recorded in Deed Book 1942, Page 352 (Instrument Number 196608220813486) of the Official Records of Westmoreland County, Pennsylvania.

Tract 8: All that certain tract of land containing 2.016 acres, more or less, situated in Donegal Township, Westmoreland County, Pennsylvania and being identified as a portion of Tax Map/Parcel Number 46-07-00-0-024-00-00 and being described in that certain Deed dated, August 29, 1966, by and between, James F. Hess & Dorothy Hess, husband and wife, as Grantors, and The Commonwealth of Pennsylvania, as Grantee, recorded in Deed Book 1942, Page 1164 (Instrument #196608290813731) of the Official Records of Westmoreland County, Pennsylvania.

Tract 9: All that certain tract of land containing 0.997 acres, more or less, situated in Donegal Township, Westmoreland County, Pennsylvania and being identified as a portion of Tax Map/Parcel Number 46-07-00-0-024-00-00 and being described in that certain Deed dated, August 22, 1966, by and between, Carl D. Hoffer and Marie Hoffer, husband and wife, as Grantors, and The Commonwealth of Pennsylvania, as Grantee, recorded in Deed Book 1942, Page 360 (Instrument Number 196608220813487) of the Official Records of Westmoreland County, Pennsylvania.

Tract 10: All that certain tract of land containing 0.806 acres, more or less, situated in Donegal Township, Westmoreland County, Pennsylvania and being identified as a portion of Tax Map/Parcel Number 46-07-00-0-024-00-00 and being described in that certain Deed dated, August 25, 1966, by and between, Allen J. Harman and Charmaine Harman, husband and wife, as Grantors, and The Commonwealth of Pennsylvania, as Grantee, recorded in Deed Book 1942, Page 896 (Instrument Number 196608260813650) of the Official Records of Westmoreland County, Pennsylvania.

Tract 11: All that certain tract of land containing 7.826 acres, more or less, situated in Donegal Township, Westmoreland County, Pennsylvania and being identified as a portion of Tax Map/Parcel Number 46-07-00-0-024-00-00 and being described in that certain Deed dated, September 7, 1966, by and between, Grace W. Saylor, Administratrix of the Estate of Ralph E. Saylor, as Grantor, and The Commonwealth of Pennsylvania, as Grantee, recorded in Deed Book 1944, Page 429 (Instrument Number 196609150814192) of the Official Records of Westmoreland County, Pennsylvania.