

NON-SURFACE USE OIL AND GAS COOPERATIVE AGREEMENT

(STUMP POND PROPERTY)

This Non-Surface Use Oil and Gas Cooperative Agreement ("Agreement") made and entered into this 17th day of September, 2014 ("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, PA 17110, hereinafter referred to as "Commission" and **SOUTHWESTERN ENERGY PRODUCTION COMPANY** with an address at 2350 N. Sam Houston Parkway East, Suite 125, Houston, TX 77032 and authorized to do business within the Commonwealth of Pennsylvania, 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 15.97 acres, more or less, of its property known as Stump Pond in New Milford Township, Susquehanna County, approximately shown in Exhibit A and more particularly described in Exhibit B, both of which are attached hereto and incorporated herein ("Premises"); and

WHEREAS, 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 Commission and authorized entering into a cooperative agreement for that purpose.

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, and removing 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.

This Agreement grants subsurface contractual rights to develop and extract oil and gas only and does not convey any surface or other subsurface rights associated with the Premises, except for seismic surveying purposes as permitted under Paragraph 13.

1. TERM

1.1 It is agreed that this Agreement shall remain in force for a term of five (5) years from the Effective Date ("Primary Term"), 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 written approval from 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 Operations on the Premises or be engaged in the abandonment or plugging of wells or removal of equipment therefrom. "Paying quantities" as used herein shall mean production paying in excess of operating expenses.

2. RECORDING OF MEMORANDUM OF AGREEMENT

2.1 It is agreed and understood that a memorandum of the Agreement ("Memorandum") will be filed of record for the purpose of providing 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 in the Office of the Recorder of Deeds for the county or counties in which the Premises lies and shall furnish to Commission a copy of the recorded Memorandum that clearly shows the recorded reference data.

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

3.1 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 (1) 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 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.

3.2 A one-time, paid-up bonus payment for a Non-Surface Use Oil and Gas Cooperative Agreement will be due and payable to Commission within ninety (90) days from the Effective Date of this Agreement. Said bonus payment is subject to title verification by Producer and will be set at One Thousand Dollars (\$1,000) per net acre of oil and gas rights owned by Commission, being approximately Fifteen Thousand Nine Hundred Seventy Dollars (\$15,970).

4. OIL ROYALTY

4.1 Producer shall pay to Commission, as royalty, Fifteen Percent (15%) 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 Fifteen Percent (15%) royalty multiplied by the fractional interest held by Commission in the unit. There shall be no deductions for marketing or production costs.

4.2 If oil, condensate, and other liquid hydrocarbons, each in paying quantities, should be developed from the same well, then the oil and the condensate, and other liquid hydrocarbons shall be saved.

4.3 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 under this

Agreement. Positive copies of one hundred percent (100%) capacity tank tables are to be furnished to Commission or other acceptable standards of measuring production.

5. GAS ROYALTY

5.1 Producer shall operate each well with a discrete well meter at the well site, which will measure all the gas produced from that well. Producer shall ensure that all meters are maintained according to industry standards.

5.2 Producer shall pay to Commission, as royalty, Fifteen Percent (15%) of the gross proceeds received by Producer for the sale of all natural gas, casinghead gas, or other gaseous substances or Fifteen Percent (15%) 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, whichever is greater. 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. However, any such costs which result in enhancing the value of the marketable oil, gas or other products to receive a better price may be deducted from the Commission's share of production so long as such costs are based on Producer's actual cost of enhancement; however, in no event shall Lessor receive royalty on a price that is less than, or more than, the price received by Producer.

6. PAYMENTS

6.1 Producer shall be held responsible for the payment of all delay in marketing, shut-in or bonus payments and royalties. 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. The only exception will be payment of royalties from first sales which will be paid no later than six (6) months from the date of first sales.

6.2 Producer shall submit statements by individual wells of the production and sales of oil, gas, other hydrocarbon products and other products at the time royalty payments are made. In addition, Producer shall submit annually a copy of the "Annual Well Production Report" for each well drilled under this Agreement. Producer shall submit all statements and reports to the NGWA Program Coordinator.

6.3 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. If Producer responds to the notice and in good faith disputes Commission's determination of default, then such interest shall not be applied to the amount in question and shall not become due and owing unless and until Producer and Commission fail in good faith efforts to resolve the dispute. This provision is in no way a waiver of the requirement to pay on time, or a waiver by either party of any other rights it may have at law or in equity.

7. FIRST WELL

7.1 Unless sooner terminated as otherwise herein provided, Producer shall commence a well ("First Well") on unitized acreage containing a portion of the Premises within five (5) years from the Effective Date of this Agreement and shall proceed with due diligence to complete the First Well. In the event the First Well is not commenced within the five (5) year period, the Agreement shall be automatically terminated in its entirety, unless Commission, in its sole discretion, provides Producer with written notice of an extension of the period to commence the First Well at least thirty (30) days prior to the fifth anniversary date of this Agreement. An extension shall be granted only when Commission considers it to be in the best interests of the Commonwealth.

7.2 The payment rate provision of the Agreement shall not be affected by such extension of the 5-year first-well deadline. Additionally, the granting of an extension shall in no way affect the anniversary dates of this Agreement or the rights and responsibilities of Commission and Producer associated therewith.

8. SUBSEQUENT WELLS

8.1 Producer shall not be required to drill more wells than required or allowed under any spacing order, rule, or regulation of the Pennsylvania Department of Environmental Protection ("DEP"), or in the absence of any such order, more than one (1) well for each spacing unit as outlined in Paragraph 12.2.

9. DEVELOPMENT

9.1 Subject to Paragraphs 8.1 and 12.2 (Subsequent Wells and Unitization, respectively), 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, to develop and produce from the Premises efficiently and economically without waste.

9.2 If, at the expiration of the Primary Term, oil or gas is not being produced from the Premises, but Producer has commenced Operations, 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. For the purposes of this Agreement, the term "Operations" shall mean any activity that is reasonably calculated to obtain or restore production from the Premises, including without limitation, (i) drilling, or any act preparatory to drilling (such as the submission of the ESCGP-1 or ESCGP-2 permit, building roads, clearing a drill site, or hauling equipment and supplies); (ii) reworking, plugging back, deepening, treating, stimulating, refitting, completions, or installing any artificial lift or production equipment or

technique; (iii) construction facilities related to the production, treatment, transportation or marketing of substances produced from the Premises; and (iv) construction of water disposal facilities and the physical movement of water produced from the Premises.

10. CESSATION OF PRODUCTION

10.1 If after the end of the primary term, production of oil, gas, or liquid hydrocarbons from the Premises or lands pooled therewith should cease from any cause, and this Agreement is not otherwise being maintained in force, this Agreement shall not terminate if Producer commences operations to reestablish production on the Premises or lands pooled therewith within ninety (90) consecutive days after the date of production cessation of a period of more than ninety (90) consecutive days. If such operations result in the production of oil, gas, or liquid hydrocarbons the term of this Agreement shall be extended for so long as oil, gas, or liquid hydrocarbons is produced from the Premises or lands pooled therewith.

11. OFFSETS

11.1 Upon the failure of Producer to enter into a unitization agreement to protect affected acreage of the Premises from drainage through offset wells, Producer agrees to offset within sixty (60) days for any well drilled by a competitor on areas where the oil and gas is not owned by Commission that is completed within three hundred sixty (360) feet of the boundary line of the Premises and from which oil is being produced as the principal product anticipated from the objective formation; or at least two thousand (2,000) feet from such boundary line if gas is the principal product anticipated from the objective formation of the well of such deep well which has been drilled to the Onondaga Formation or deeper; or at least one thousand (1,000) feet from such boundary line if gas is the principal product anticipated from the objective formation of the well of such shallow well which has been drilled above the Onondaga Formation; or any well drilled on oil and gas is not owned by Commission that is completed within the radius of the drainage areas set by an order of DEP provided, however, that Producer may present evidence to Commission to show that such offsetting well is unnecessary or economically unsound. Upon review of such evidence, Commission may, at its discretion, relieve Producer of its obligation to drill the offsetting well. However, if Commission determines that an offsetting well should be drilled, Producer will have the option of drilling the well as required, or paying to Commission compensatory royalty on production from the offset well as if it had been drilled based on the production from the completed well which is to be offset and on the ratio the affected acreage bears to the total acreage which would have been drained by the well, or release all the acreage of the Premises except forty (40) acres around each well from which oil is being produced as the principal product of such well, or six hundred forty (640) acres around each well from which gas is being produced as the principal product of such deep well which has been drilled to the Onondaga Formation or deeper, or one hundred sixty (160) acres around each well from which gas is being produced as the principal product of such shallow well which has been drilled above the Onondaga Formation, or that acreage attributable to a well by an order of DEP if the affected acreage falls within the area subject to such spacing order.

11.2 No well on the Premises shall be shut-in if drainage will occur through any well drilled by a competitor within the above prescribed distances for oil and gas wells on areas where oil and gas is not owned by Commission and if such draining gas wells are on compression, the offset

wells on the Premises shall be placed on compression, as long as safety and environmental integrity are maintained.

12. UNITIZATION

12.1 It is understood that this Agreement is being made 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.

12.2 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. A unit for an oil well (other than a horizontal completion) shall not exceed forty (40) acres plus a maximum acreage tolerance of 10%, and for a gas well or a horizontal completion shall not exceed six hundred forty (640) acres plus a maximum acreage tolerance of 10%; provided that a larger unit may be formed for an oil, gas, or liquid hydrocarbon well or horizontal completion to conform to any well spacing or density pattern that may be prescribed or permitted by any governmental authority having jurisdiction over such matters. Producer shall have the recurring right, but not the obligation, to revise any unit formed hereunder by expansion or contraction or both, either before or after commencement of production. Upon completion of division order process, Producer will provide a copy of the Declaration of Pooling to Commission in the form of a division order.

12.3 Operations upon, or production of oil or gas from any part of any such unit shall be treated, for all purposes hereunder, as Operations upon or production from under the Premises, provided that Producer is the owner of the off-lease property.

12.4 Upon production from the Premises, or any unit containing a portion of the Premises, Commission shall be entitled to and Producer shall pay royalties calculated as follows: there shall be allocated to the portion of the Premises included in such unit a fractional part of such production on the basis the ratio of the acres from the Premises included in such unit bears to the total number of acres included in the unitized area and Commission shall be entitled to the royalties provided for in this Agreement on such fractional part of such production.

13. SEISMIC SURVEYS

13.1 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 successors and assigns and are not for a third party sale. Prior to conducting any seismic work on the Premises, Producer shall submit to 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 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 (2) weeks of trout season and other periods identified by Commission.

13.2 During the term of this Agreement, a copy of all seismic data gathered or obtained from any seismic survey conducted on the Premises will be made available to Commission for review at any time after a period of one (1) year of the date of completion of each individual seismic survey. Commission may examine the information gathered in the seismic survey at the location where such information is normally maintained by Producer during regular business hours. Commission hereby agrees that none of the seismic information examined by Commission's staff will be copied or taken from Producer's premises without the express written permission of Producer.

14. WELL RECORDS, LOGS AND REPORTS

14.1 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 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 DEP for any wells drilled and completed upon lands unitized with the Premises.

15. CONFIDENTIALITY

15.1 Records that Producer provides to Commission may be subject to public disclosure under the Pennsylvania Right-To-Know Law, act of February 14, 2008, P.L. 6, No. 3, 65 P.S. § 67.101 *et seq.* Producer shall advise Commission in writing of any records submitted pursuant to this Agreement that contain trade secrets or confidential proprietary information. Commission shall maintain such records solely for use by the Commonwealth and shall not disclose such records to any third party unless Producer consents or Commission is directed to do so pursuant to a court order. Commission shall notify Producer of any request received for such records.

16. AUDITS

16.1 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.

17. RELEASE

17.1 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, inspected the Premises, and both parties have signed a Statement of Release. Said release shall not be unreasonably withheld by Commission.

18. COMMISSION'S TERMINATION

18.1 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.

18.2 If, after expiration of the time periods set forth in this paragraph, Producer has not cured the breach or no other resolution has been reached, Commission shall have the right, but not the obligation, to terminate this Agreement. If Commission elects to terminate, then Producer shall have a right to appeal, challenge or otherwise object in any appropriate court of forum to the matter at issue.

19. PRODUCER'S TERMINATION

19.1 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 to the effective date of the surrender. Any amount paid as an advance bonus, delay in marketing or shut-in payments, previous to the effective date of the surrender shall be deemed liquidated damages due Commission and shall be in no way prorated or subject to claim by Producer for return to Producer. The "First Well" provision shall not be regarded or construed as a commitment or obligation under this paragraph.

19.2 In the event that producing wells are to be retained, Producer shall be entitled to retain that drainage acreage attributable to each well as previously provided under Paragraph 8 (Subsequent Wells). Producer shall deliver to Commission a release or releases 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.

20. INDEMNITY AND HOLD HARMLESS

20.1 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.

20.2 In no case shall Commission waive its right to assert a defense of sovereign immunity to any claim for damages, pursuant to the authority contained in the JARA Continuation Act of 1980, Act of October 5, 1980, Public Law 693, No. 142, as amended, or any other legal authority established in the Commonwealth which permits use by the Commonwealth of a sovereign immunity defense.

21. ASSIGNMENTS

21.1 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, which shall not be unreasonably withheld. Failure of Commission to respond within sixty (60) days shall be deemed acceptance and approval of the proposed assignment. 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 Producer. Assignee shall agree in writing to be bound by all of the terms and provisions of the Agreement and shall furnish a surety or performance bond satisfactory to Commission. After Commission has consented to the assignment and assignee's assumption of all liability under this Agreement arising or accruing subsequent to the date of such assignment as to the part or parts so assigned, Producer shall be released from all liability and assignee shall 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.

21.2 In the event that Producer enters into a "Farmout Agreement" with a third party for the purpose of allowing a "Farmee" to explore, develop, or produce oil and/or gas from the Premises, or any portion thereof, Producer shall be liable for enforcing all the provisions of this Agreement. Although Commission recognizes a right of Producer to farmout its Premises or portions thereof from time-to-time, Commission will hold Producer solely responsible for the enforcement of all the provisions of this Agreement.

22. LIMITATION ON WARRANTY

22.1 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 of a determination by compromise or by a final judgment of a court of competent jurisdiction that Commission does not have title to all or part of the oil and gas rights on the Premises, Producer shall pay Commission royalties thereafter accruing in proportion to 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, enter into an escrow arrangement for future royalties accruing to such disputed portion under terms and conditions proper to safeguard the rights and interests of Commission. In the event an adverse claimant files suit against 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 Commission.

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

23. LAWS, RULES AND REGULATIONS

23.1 Nothing in this Agreement shall in any way be so construed as to impair the powers, privileges or duties of the Commonwealth, or its representatives, in the execution of the laws of the Commonwealth or the applicable rules and regulations promulgated thereunder, now in force or hereafter enacted or adopted.

23.2 Producer is solely responsible for obtaining any and all local, State or Federal permits or other approvals necessary for and associated with any of the Operations related to this Agreement, and shall be held liable by the Commonwealth, any agency of the Commonwealth, or any other local or Federal authority for the violation or non-compliance of any relevant laws, rules and regulations.

24. FORCE MAJEURE

24.1 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.

24.2 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 Term 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.

25. LIABILITY

25.1 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 drilling under the Premises or any drilling or surface disturbance associated with oil and gas development occurring in the vicinity of the Premises, regardless of whether or not such pollution or damage be due to negligence or to the inherent nature of Producer's Operations, unless an independent intervening cause be found to be the sole proximate cause of the pollution or damage. In any action for civil damages brought under this paragraph, there shall be a presumption that, but for Producer's activities on or in the vicinity of the Premises, the pollution or other damage would not have occurred, it shall then be incumbent upon Producer to come forward with evidence to rebut this presumption. 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.

26. RIGHTS RESERVED BY COMMISSION

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

26.2 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.

26.3 Any dispute between the parties hereto concerning surface use shall be resolved in favor of the interests of the Commonwealth.

27. APPLICABLE LAW

27.1 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.

28. COMMISSION'S NAME

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

29. MONITORING

29.1 Prior to drilling under the Premises or any drilling or surface disturbance associated with oil or gas development occurring within two thousand (2,000) feet of the water resources on the Premises, including impoundments, ponds, streams, seeps, springs, wells and wetlands 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.

29.2 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 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 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 to pre-development/pre-drilling conditions.

30. CONSERVATION AND WATER PROTECTION

30.1 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.

30.2 When Producer's site development activities or 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 to prevent further pollution or damage to the watershed as are deemed necessary by an authorized representative of Commission 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.

30.3 The cost of said property, wildlife or fish destroyed shall be determined by the Pennsylvania Game Commission or Pennsylvania Fish and Boat Commission using recognized procedures to establish the value of damage.

30.4 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.

31. DISPUTE RESOLUTION

31.1 In the event that Producer wishes to dispute a decision made by Commission, the following procedure shall be used:

(a) Producer shall notify Commission in writing of decision in dispute and provide Commission with Producer's position on the issue, along with all appropriate supporting documentation.

(b) Within ten (10) business days from the date of Commission's receipt of Producer's written notice of the dispute, Commission shall fix a time and place for a conference with Producer to discuss the disputed decision.

(c) The conference shall be held within thirty (30) days of Commission's receipt of Producer's written notice of the dispute, unless Commission and Producer agree to an extension of time for the conference.

(d) At such conference, the NGWA Coordinator or his/her representative shall represent Commission.

(e) Commission may continue the conference if supplemental data, maps or other information are required to evaluate the basis for Producer's objections, if further review is

needed to ascertain whether a mutually agreed upon settlement is consistent with the terms of the Agreement, or if all parties to the conference agree that a continuance is beneficial to the resolution of the objection.

(f) Any agreement(s) reached at the conclusion of the conference or follow-up discussions shall be consistent with the provisions of this Agreement. A record of such agreement(s) shall be documented in writing by Commission, copies of which shall be provided to Producer and all other parties involved.

31.2 In the event that a party is dissatisfied with the decision(s) made as a result of the dispute resolution conference, it may submit the dispute to an appropriate forum, including a court, for further consideration or review. Any judicial review or court action shall be de novo.

32. NOTICE

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

Producer: Southwestern Energy Production Company
2350 N. Sam Houston Pkwy E. Suite 125
Houston, Texas 77032

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

33. HEADINGS

33.1 The paragraph headings herein are for reference only and are not intended to have any legal force or effect.

34. NO SURFACE ACCESS

34.1 It is expressly understood that this Agreement does not grant Producer any rights to surface access for the purpose of exploring, drilling, operating, producing or removing oil, gas and liquid hydrocarbons from the Premises, except as provided in Paragraph 13 relating to seismic surveys.

35. BINDING EFFECT

35.1 This Agreement shall be legally binding upon and inure to the benefit of the parties hereto and their respective successors and permitted assigns.

36. CHEMICAL COMPOSITION OF HYDRAULIC FRACTURING FLUID

36.1 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 after completion of the well. This information shall generally consist of and 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), provided it is the information disclosed to DEP through FracFocus.

[THE REMAINDER OF THIS PAGE IS INTENTIONALLY BLANK.]

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

3e Bence

John A. Arway 28 Aug 2014
John A. Arway
Executive Director

ATTEST:

SOUTHWESTERN ENERGY PRODUCTION
COMPANY

Frederick C. Ogle
Frederick C. Ogle
Associate operations General Counsel
Assistant Secretary
APPROVED AS TO LEGALITY AND FORM:

By: Jim R. Dewbre
Jim R. Dewbre
Sr. V.P. - Land
MUD
CME
Pdm. for: BM

[Signature] 9/7/14
OFFICE OF ATTORNEY GENERAL

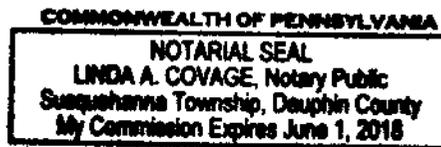
Laurie C. Apple 8/27/14
CHIEF/ASSISTANT COUNSEL

COMMONWEALTH OF PENNSYLVANIA :
: SS.
COUNTY OF DAUPHIN :

On this the 28th day of AUGUST, 2014, before me, the undersigned officer personally appeared, 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



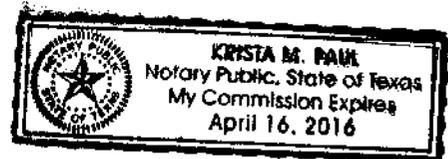
My Commission Expires:

STATE OF Texas :
: SS.
COUNTY OF Harris :

On this, the 31st day of July, 2014, before me, a Notary Public, the undersigned officer, personally appeared Jim R. Dewbre, who acknowledged himself to be the Sr. V.P. of Land, and that as such Sr. V.P. - Land, being authorized to do so, executed the foregoing instrument for the purposes therein contained by signing the name of Jim R. Dewbre by himself as Sr. V.P. - Land

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

Krista M. Paul
Notary Public



My Commission Expires:

Exhibit A



PFBC - Stump Pond
Tax Parcel # 111.00-1,032.00,000
Containing: 15.97 acres, more or less

EXHIBIT B

PFBC – Stump Pond

All that certain tract of land containing 22 acres, more or less, situated in New Milford Township, Susquehanna County, Pennsylvania and being identified as Tax Parcel No. 111.00-1,032.00,000 and being described in that certain Deed, dated February 19, 1942, by and between Riley R. Jennings and Fanny M. Jennings, as Grantors, and the Commonwealth of Pennsylvania, as Grantee, recorded in Deed Book 183, Page 636, in the Office of the Recorder of Deeds, Susquehanna County, Pennsylvania.

Note: the 22 acres, more or less is subject to exceptions and reservations contained in prior deeds. It has been agreed by the parties that the Commonwealth of Pennsylvania claims approximately 15.97 acres more or less.

Release and quit claims all that certain tract of land containing 22 acres, more or less, situated in New Milford Township, Susquehanna County, Pennsylvania and being identified as Tax Parcel No. 111.00-1,032.00,000 and being described in that certain Deed, dated December 03, 1941, by and between Victor Williams, et al, as Grantors, and the Commonwealth of Pennsylvania, as Grantee, recorded in Deed Book 183, Page 632, in the Office of the Recorder of Deeds, Susquehanna County, Pennsylvania

Note: Per deed recital, it being the specific purpose and intent of this deed to vest in the Grantee herein all right, title and interest of Grantors herein.