

SURFACE USE AND ACCESS AGREEMENT

This Surface Use and Access Agreement (the "Agreement") dated as of the 3rd day of February, 2012, by and between Clear Lake Lumber, Inc., a Pennsylvania corporation with its principal place of business at 409 Main St., Spartansburg, PA 16434 (the "GRANTOR"), and Clear Lake OGM, LLC, a Delaware limited liability company, with its principal place of business at 249 Fifth Avenue, Pittsburgh, PA 15222-2707 (the "GRANTEE").

WHEREAS, GRANTOR is the owner of surface property located in the township(s), county and state more particularly described on Exhibit "A" attached hereto and incorporated herein by reference and made a part hereof (the "Property"); and

WHEREAS, GRANTOR and GRANTEE have entered into that certain Deed (the "Deed"), pursuant to which the GRANTOR has conveyed to GRANTEE its interests in all subsurface rights, including the oil, gas, minerals and other hydrocarbons underlying the Property (collectively, the "OGM"); and

WHEREAS, GRANTOR and GRANTEE specifically acknowledge and agree that this Agreement shall become effective upon recording of the Deed, and the terms of this Agreement shall control and supersede the terms of the Deed to the extent any of the terms of this Agreement conflict with the terms of the Deed; and

WHEREAS, GRANTEE desires to enter upon the Property to perform the following: construct, maintain, operate, alter, and repair at any time, or from time to time, the natural gas production facilities, including, but not limited to, the well pads, wells, tanks, compressors, pipeline, fences, ponds, equipment and access roads for the wells that may be drilled on the Property by GRANTEE or any agent, contractor or assignee of GRANTEE (hereinafter, the "Production Activities"); and

WHEREAS, GRANTOR desires to continue conducting timbering operations on the Property (hereinafter, the "Timbering Operations") pursuant to GRANTOR's timbering rights (hereinafter, the "Timbering Rights"), and GRANTOR and GRANTEE desire to coordinate the Production Activities and the Timbering Operations as further provided herein.

THEREFORE, in consideration of the agreements herein, for good and valuable consideration the sufficiency and adequacy of which is acknowledged, and intending to be legally bound, the parties agree as follows:

1. **Recitals.** The above-mentioned recitals are incorporated herein by reference and made a part hereof.

2. **Scope of Access.**

A. **Grant.** GRANTOR hereby grants to GRANTEE the exclusive right to access and use the Property for purposes of oil and gas production activities and operations and a non-exclusive right to access otherwise, including, but not limited to, the right of ingress and egress and the right to operate vehicles and machinery, the right to construct and operate the Production Facilities (as hereinafter defined), and to move equipment over and across the Property at any time, or from time to time, for the purpose of conducting the Production Activities. The GRANTEE's rights of access detailed in this Section 2(A) shall not unreasonably interfere with the Timbering Operations or the Timbering Rights and GRANTEE will be deemed to have not interfered with Grantor's Timbering Operations and Timbering Rights as long as Grantee complies with sub-paragraphs (a) - (c) and paragraph 9 below:

(a) GRANTEE and its assignees agree to use reasonable efforts to pool the real estate in which GRANTEE has subsurface rights under such agreement with adjacent real estate parcels and to locate any wells, pipelines, and other Production Facilities on such adjacent parcels; provided that nothing in the foregoing shall require GRANTEE to: (i) pursue subsurface rights or other rights it does not already possess or (ii) pool or locate parcels on adjacent real estate in a manner less economically efficient than it would do so in the absence of the foregoing requirement.

(b) Seventy-five (75) days before conducting any drilling activity or other operations for the construction of Production Facilities on the Property, GRANTEE shall meet with GRANTOR to discuss the impact of such activities on any marketable timber. Within fifteen (15) days of such a meeting, GRANTOR and GRANTEE shall jointly and reasonably mark the impacted timber so that GRANTOR can remove such timber prior to the commencement of drilling operations or construction of other Production Facilities. Any material damage to unmarked timber resulting from intentionally damaging unmarked timber with knowledge that the timber is unmarked or damaging unmarked timber in a grossly negligent manner shall be compensated pursuant to the remedies and procedures set forth in 42 Pa. C.S.A. § 8311, subject to the limitation that damages shall not be treble in any instance and damages shall be capped at twice the market value of such timber.

(c) To the extent that GRANTEE causes actual and quantifiable damage as a result of well location on the Property or related to any pipelines and related equipment constructed on the Property, the GRANTEE shall restore the Property in all material respects to the same condition or to

a better condition as existed prior to such damage or otherwise pay the actual and quantifiable amount of the damage.

GRANTOR represents to GRANTEE that, to the best of GRANTOR's knowledge, the Property has not been and is not currently rented or leased to any other party by GRANTOR by any verbal or written agreement which has not been recorded. GRANTOR further represents that it has not granted unrecorded surface use or surface access rights with respect to the Property which may conflict with or otherwise impact the rights granted to GRANTEE in this Agreement and will not grant surface use or surface access rights which may unreasonably conflict with or otherwise impact the rights granted to GRANTEE in this Agreement after the date of this Agreement.

B. **Grantor's Access.** GRANTOR reserves the right to access the Property; provided, however that GRANTOR's activities shall not unreasonably interfere with GRANTEE's Production Activities, and GRANTOR shall only construct a plant, a house, a structure or other obstruction on the Property with Grantee's prior written consent, which consent shall not be unreasonably withheld, and in a manner which does not unreasonably interfere with the construction, maintenance or operation of, the Production Activities or the Production Facilities.

C. **Exceptions to Grantee's Access.** GRANTEE's right of entry and use of the Property hereby granted is made subject and subordinate to all reservations, restrictions and conditions contained or referred to in prior deeds (other than the "Deed" to which this is attached), leases, licenses, easements, rights of way, encumbrances, pledges, instruments, and other documents of title granted by GRANTOR and its predecessors to third parties that affect or pertain to the Property.

3. **Consideration.** GRANTOR is granting the rights herein to GRANTEE in connection with the restructuring and discounted payoff by GRANTOR and its affiliate's secured loans with PNC Bank, National Association. No additional monetary consideration is owed hereunder by GRANTEE for the rights granted herein by GRANTOR.

4. **Term.** The term of this Agreement shall run from the date first noted above and shall continue in full force and effect for so long as the OGM, in whole or in part, remain severed from GRANTOR's surface chain of title.

5. **Control of Production Activities.** During the performance of the Production Activities including restoration of the surface to its original condition, GRANTEE, its employees, agents and/or contractors shall follow all applicable environmental, health and safety requirements. GRANTEE shall

be responsible for initiating, maintaining, implementing and supervising all health, safety and environmental precautions, rules and programs in connection with the Production Activities and its presence on the Property. GRANTEE shall supervise and direct all Production Activities, and GRANTEE shall be solely responsible for and have control over the means, methods, techniques, sequences and procedures of the Production Activities. GRANTOR disclaims any right to control GRANTEE's manner of performance of the Production Activities. GRANTEE has the sole obligation to provide all necessary protection and supervision to regulate, control and maintain the safety of persons and property associated with the Production Activities.

6. **Security.** GRANTEE shall be responsible for its and all GRANTEE PARTIES' security, including the security of all GRANTEE's and GRANTEE PARTIES' (as hereinafter defined) property brought onto, located at, or constructed in or upon the Property. Upon written request by GRANTOR, GRANTEE shall install a gate at any entrance used by GRANTEE for ingress and egress to the Property.

7. **Compliance with Laws.** GRANTEE agrees to conduct its Production Activities, including restoration of the surface to its original condition, in compliance with any and all applicable laws, including without limitation, all provisions of any constitution, statute, law, rule, regulation, decision, order, decree, judgment, release, license, permit, stipulation or other official pronouncement enacted, promulgated, or issued by any governmental authority, including any legislative, executive, judicial, quasi-judicial or other public authority, agency, department, bureau, division, unit, court or other public body, person or entity or arbitrator or arbitration panel (collectively "**Applicable Law**"). The obligations under this Section shall survive the expiration or termination of this Agreement.

8. **Prohibited Activities.** GRANTEE agrees that neither it nor its successors and assigns shall at any time conduct surface mining or subsurface mining for stone, gravel, coal or other minerals, or otherwise conduct quarrying operations on the Property; provided, however, that the GRANTOR or its successor-in-interest to the Property shall give reasonable consideration to any proposal made by GRANTEE to conduct subsurface mining in a manner that has been commercially or scientifically proven not to cause any material damage or disruption to the surface Property with provision for the GRANTEE to make such payments necessary to compensate GRANTOR or its successor-in-interest to the Property for any damages or disruption caused by such operations.

9. **Operations.** GRANTEE shall not alter, change or modify the Property in any way other than would normally occur in the performance of the Production Activities. GRANTOR and GRANTEE further agree, as follows:

A. The locations for all access roads, wells, fences, pipelines, storage tanks, water ponds, disposal ponds, drilling pads, equipment to supply electricity and communications, and all such other collateral equipment or items reasonably necessary to conduct the Production Activities (collectively, the "**Production Facilities**"), shall comply with the limitation in Section 2(A) that GRANTEE shall not unreasonably interfere with the Timbering Operations or the Timbering Rights.

B. In the event of any alteration, change, modification or damage of the Property that occurs that would not normally occur in the performance of the Production Activities or construction of the Production Facilities, GRANTEE will immediately give written notice thereof to GRANTOR, which notice shall specifically describe the nature and extent of such alteration, change, modification or damage of the Property. If GRANTEE (or GRANTEE's assignees) does not restore the damaged Property in accord with Paragraph 10, GRANTOR shall have the right, but not the obligation, upon reasonable notice to GRANTEE, to enter the Property and restore the damaged Property to the same condition or to a better condition as existed prior to such damage, at GRANTEE's sole cost and expense.

10. **Restoration.** In the event of (i) any alteration, change, modification or damage of the Property that occurs that would not normally occur in the performance of the Production Activities or construction of the Production Facilities not otherwise permitted by this Agreement, or (ii) any damage to any part of the Property as a result of a default under this Agreement, GRANTEE or its assignees shall promptly restore the Property in all material respects to the same condition or to a better condition as existed prior to such damage. The obligations under this paragraph shall survive the expiration or termination of this Agreement.

11. **Reclamation.** Provided the same is made necessary due to GRANTEE's Production Activities or construction of the Production Facilities, the Property shall be reclaimed by GRANTEE or its assignees within ninety (90) days after the Production Activities or construction of the Production Facilities are completed or if such Production Activities or construction of Production Facilities ceases for longer than one hundred twenty (120) days. Reclamation shall be conducted in accordance with any and all Applicable Laws. GRANTEE or its assignees shall regrade all existing roads, as necessary, to restore said roads in all material respects to the condition prior to GRANTEE's or its assignees' use. Upon completion of reclamation, GRANTEE or its assignees promptly shall remove all materials from the Property that it or its contractors, subcontractors, agents and employees may have placed upon the Property. If GRANTEE (or GRANTEE's assignees) does not restore or reclaim the damaged Property in accord with Paragraph 11, GRANTOR shall have the right, but not the obligation, upon reasonable notice to GRANTEE, to enter the Property and restore the damaged Property to the same condition or to a better

condition as existed prior to such damage, at GRANTEE's sole cost and expense, to be paid within sixty (60) days of written notification and documentation of such costs. The obligations under this Paragraph shall survive the expiration or termination of this Agreement.

12. **Indemnity.** GRANTEE hereby agrees to indemnify, defend and hold harmless and shall reimburse GRANTOR and its parent companies, subsidiaries and affiliates and its and their respective shareholders, officers, members, employees, agents, contractors, successors and assigns (collectively "**GRANTOR PARTIES**") from and against any and all loss, claim, liability, damage, order, penalty, fine, demand injury, cost, expense, action, lien, mechanic's lien, or cause of action, of whatsoever kind, whether foreseeable or unforeseeable, (including without limitation, all costs associated with claims for injury or damages to persons, any sickness, illness and death, destruction to or loss of property of any kind, or to the Property, and reasonable attorney's fees, expert's fees and court costs) (collectively "**CLAIMS**") sustained by any GRANTOR PARTIES, GRANTEE or its shareholders, officers, members, employees, agents, contractors, successors and assigns (collectively "**GRANTEE PARTIES**"), or any other person or entity arising out of: (i) any GRANTEE PARTIES' performance of the Production Activities and construction of the Production Facilities and rights herein granted and/or presence at the Property, and/or (ii) any act or omission of any GRANTEE PARTIES, (iii) any release, threatened release, or presence of any hazardous substance in, on or about the Property caused by any GRANTEE PARTIES, including, without limitation, all costs of removal and disposal of such hazardous substance and any and all other reclamation and remediation costs, and/or any restoration costs incurred by the GRANTOR, except if such Claims are caused by the sole negligence of GRANTOR. The rights set forth in this Section shall be in addition to any other rights GRANTOR may have under any Applicable Law, as herein defined, and shall not be construed to negate or abridge or otherwise reduce any right of GRANTOR or obligation of GRANTEE which would otherwise exist. The obligation and rights under this Paragraph shall survive the expiration or termination of this Agreement.

13. **Adverse Lands.** This Agreement grants no rights of any kind to GRANTEE to enter (i) upon lands owned or controlled by GRANTOR other than the Property, and/or (ii) upon lands not owned or controlled by GRANTOR.

14. **Insurance.** Prior to conducting any Production Activities, GRANTEE agrees to provide and to cause any and all of its agents, servants, employees, contractors or subcontractors who will be entering the Property to provide evidence to GRANTOR and to maintain during the term, insurance in commercially reasonable amounts, by companies and in form reasonably acceptable to GRANTOR, including without limitation, commercial general liability, worker's compensation, employer's liability,

automobile liability and excess or umbrella liability. To the extent that the GRANTEE's general liability policy allows for the addition of the GRANTOR as an additional insured with respect to the parcels covered by this Agreement, the GRANTOR shall be added as an additional insured.

15. **Entire Agreement.** This Agreement contains the entire agreement of the parties and supersedes all prior agreements and negotiations concerning the subject matter hereof between them. There are no representations or warranties, express or implied, other than those expressly set forth herein.

16. **Waiver/Modification.** No waiver or modification of any of the terms hereof shall be valid unless in writing and signed by both parties and no waiver or any breach hereof or default hereunder shall be deemed a waiver of any subsequent default of the same or similar nature.

17. **Assignment or Preservation of GRANTEE's Rights.** This Agreement shall be binding and shall inure to the benefit of the parties hereto and their respective successors and assigns. GRANTEE may assign or otherwise transfer its rights under this Agreement in its sole and absolute discretion. GRANTOR shall not sell the surface Property without including in the deed that the purchaser takes subject to this Agreement or, at a minimum, that the purchaser takes subject to all matters as may be of record.

18. **Recording.** This Agreement shall be recorded along with the Deed.

19. **Notices.** Except as otherwise set forth herein, any notice, demand, offer, or other written instrument required or permitted to be given, made, or sent under this Agreement shall be in writing, signed by the party giving or making the same, and shall be sent by certified mail, or national overnight courier, to the other party at its mailing address first written above, or to such other address(es) or successors-in-interest designated by the other party in writing. The date of mailing of any offer, demand, notice, or instrument shall be deemed to be the date of such offer, demand, notice, or instrument and shall be effective from such date.

20. **Severability.** If any part of this Agreement should be held to be void or unenforceable, such part shall be treated as severable, leaving valid the remainder of this Agreement notwithstanding the part or parts found void or unenforceable.

21. **Applicable Laws.** This Agreement shall be construed in accordance with the laws of the Commonwealth of Pennsylvania without reference to its choice of laws principles.

22. **Counterparts.** This Agreement may be executed in one or more counterparts, all of which together shall constitute only one Agreement.

23. **No Third Party Beneficiary.** The respective agreements herein set forth are for the benefit only of the parties hereto, their permitted successors and assigns, and no provision of this Agreement is intended to benefit, nor shall any such provision be enforceable by, any person or entity other than the parties hereto and their respective permitted successors in interest and assigns.

[Remainder of Page Left Intentionally Blank – Signature Page Follows]

[Signature Page 1 of 2 to Surface Use and Access Agreement]

IN WITNESS WHEREOF, the parties have executed this Surface Use and Access Agreement as of the date set forth above.

WITNESS:

CLEAR LAKE LUMBER, INC.

S. Craig Shambry

By: Mark C. Brown
Name: Mark C. Brown
Title: President

COMMONWEALTH OF PENNSYLVANIA)
) SS.:
COUNTY OF ERIE)

On the 10th day of February in the year 2012, before me, the undersigned, personally appeared Mark C. Brown, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual(s) or the person on behalf of which the individual acted, executed the instrument.

Deborah M. Stankiewicz
NOTARY PUBLIC

My commission expires:

NOTARIAL SEAL
DEBORAH M. STANKIEWICZ, NOTARY PUBLIC
ERIE, ERIE COUNTY, PENNA.
MY COMMISSION EXPIRES ON JULY 5, 2013

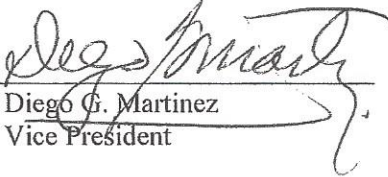
[Signature Page 2 of 2 to Surface Use and Access Agreement]

WITNESS:

CLEAR LAKE OGM, LLC

By: LAND HOLDING, LLC, its sole member



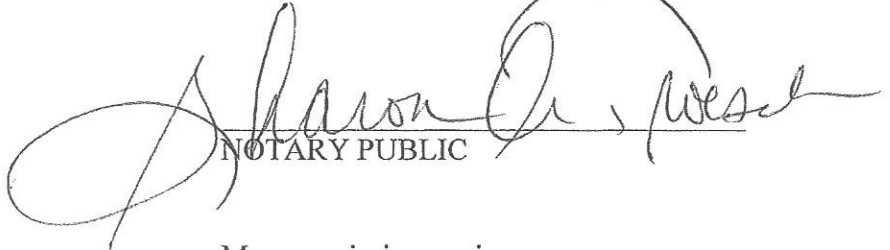
By: 
Name: Diego G. Martinez
Title: Vice President

COMMONWEALTH OF PENNSYLVANIA)

COUNTY OF ALLEGHENY)

SS.:

On this, the 13 day of February, 2012, before me, a Notary Public, the undersigned officer, personally appeared Diego G. Martinez, , personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual(s) or the person on behalf of which the individual acted, executed the instrument.


NOTARY PUBLIC

My commission expires:

COMMONWEALTH OF PENNSYLVANIA
Notarial Seal
Sharon A. Troesch, Notary Public
City of Pittsburgh, Allegheny County
My Commission Expires Nov. 28, 2013
Member, Pennsylvania Association of Notaries