

SUPREME COURT OF PENNSYLVANIA

No. 63 MAP 2018

**ADAM BRIGGS, PAULA BRIGGS, his wife, JOSHUA BRIGGS, and
SARAH H. BRIGGS,**

Appellees,

vs.

SOUTHWESTERN ENERGY PRODUCTION COMPANY,

Appellant.

REPRODUCED RECORD

Appeal from the April 2, 2018 Order of the Superior Court at Docket No. 1351 MDA 2017, reversing the August 8, 2017 Order of the Court of Common Pleas of Susquehanna County at Docket No. 2015-01253

Robert L. Byer

Pa. I.D. No. 25447

Meredith E. Carpenter

Pa. I.D. No. 316743

Duane Morris LLP

30 S. 17th Street

Philadelphia, PA 19103

(215) 979-1000

Michael V. Powell

Pro Hac Vice

Locke Lord LLP

2200 Ross Avenue

Suite 2800

Dallas, TX 75201

(214) 740-8520

Counsel for Appellant

Southwestern Energy Production Company,

n/k/a SWN Production Company, LLC

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Superior Court’s June 8, 2018 Order denying SWN’s application for reargument.....	R. 342a

Relevant docket entries in *Briggs v. Southwestern Energy Production Co.*, No. 2015-01253, Susquehanna County Court of Common Pleas:

Filing Date	Docket Entry	Filer
11/05/2015	Complaint	Plaintiffs
12/23/2015	Answer, New Matter and Counterclaim to Plaintiffs' Complaint	Defendant SWN
01/07/2016	Answer to Defendant's New Matter and Counterclaim	Plaintiffs
04/24/2017	Defendant's Motion for Summary Judgment	Defendant SWN
05/15/2017	Plaintiffs' Motion to Stay Resolution of Defendant's Motion for Summary Judgment	Plaintiffs
05/17/2017	Defendant's Answer to Plaintiffs' Motion to Stay Resolution of Defendant's Motion for Summary Judgment	Defendant SWN
05/17/2017	Order Scheduling Argument on Defendant's Motion for Summary Judgment for June 27, 2017	
05/19/2017	Plaintiffs' Response to Defendant's Motion for Summary Judgment	Plaintiffs
06/14/2017	Plaintiff's Motion for Partial Summary Judgment	Plaintiffs
06/21/2017	Defendant's Response and Answer Under Pa. R.C.P. 1035.3 to Plaintiffs' Motion for Partial Summary Judgment	Defendant SWN

06/26/2017	Order Scheduling Argument on Plaintiffs' Motion for Partial Summary Judgment for June 27, 2017	
08/08/2017	Order Granting Defendant's Motion for Summary Judgment	
10/04/2017	Pa.R.A.P. 1925(a) Opinion	

Appeal Docket Sheet

Superior Court of Pennsylvania

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AGENCY/TRIAL COURT INFORMATION

Order Appealed From: August 8, 2017 Notice of Appeal Filed: August 28, 2017
 Order Type: Order Entered
 Documents Received: August 30, 2017

Court Below: Susquehanna County Court of Common Pleas
 County: Susquehanna Division: Susquehanna County Civil Division
 Judge: Miller, Linda Wallach OTN:
 Docket Number: 2015-01253 Judicial District: 34

ORIGINAL RECORD CONTENT

Original Record Item	Filed Date	Content Description
Original Record	October 30, 2017	2 parts
Trial Court Opinion	October 30, 2017	

Date of Remand of Record: November 21, 2018

BRIEFING SCHEDULE

Appellant		Appellee	
Adam, Paula, Joshua and Sarah Briggs		Southwestern Energy Production Company	
Brief		Brief	
Due: December 11, 2017	Filed: November 15, 2017	Due: December 15, 2017	Filed: December 15, 2017
Reply Brief		Supplemental Reproduced Record	
Due: December 29, 2017	Filed: December 23, 2017	Due: December 15, 2017	Filed: December 15, 2017
Reproduced Record			
Due: December 11, 2017	Filed:		

DOCKET ENTRY

Filed Date	Docket Entry / Representing	Participant Type	Filed By
August 30, 2017	Notice of Appeal Docketed	Appellant	Adam, Paula, Joshua and Sarah Briggs
August 30, 2017	Docketing Statement Exited (Civil)		Superior Court of Pennsylvania
August 31, 2017	Docketing Statement Received (Civil)	Appellant	Adam, Paula, Joshua and Sarah Briggs
October 5, 2017	Designation of Contents of Reproduced Record	Appellant	Adam, Paula, Joshua and Sarah Briggs
October 11, 2017	Application to Quash Appeal	Appellee	Southwestern Energy Production Company
October 13, 2017	Answer to Application to Quash Appeal	Appellant	Adam, Paula, Joshua and Sarah Briggs

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DOCKET ENTRY

Filed Date	Docket Entry / Representing	Participant Type	Filed By
October 30, 2017	Trial Court Record Received		Susquehanna County Court of Common Pleas
October 30, 2017	Trial Court Opinion Received		Susquehanna County Court of Common Pleas
October 30, 2017	Briefing Schedule Issued		Superior Court of Pennsylvania
November 15, 2017	Appellant's Brief Filed	Appellant	Adam, Paula, Joshua and Sarah Briggs
November 15, 2017	Reply Letter(s) Printed		Superior Court of Pennsylvania
November 20, 2017	Reply Received (Submission)	Appellant	Adam, Paula, Joshua and Sarah Briggs
November 28, 2017	Order Denying Without Prejudice		Per Curiam
	Document Name: Application to Quash		
	Comment: The motion to quash this appeal is hereby DENIED WITHOUT PREJUDICE to appellee's right to again raise this issue, if properly preserved, in the appellate brief or, if the brief has already been filed, then in a new application that may be filed after the appeal has been assigned to the panel of this Court that will decide the merits of the appeal.		
December 15, 2017	Appellee's Brief Filed	Appellee	Southwestern Energy Production Company
December 15, 2017	Appellee's Supplemental Reproduced Record Filed	Appellee	Southwestern Energy Production Company
December 23, 2017	Appellant's Reply Brief	Appellant	Adam, Paula, Joshua and Sarah Briggs
January 9, 2018	Submission Letter Sent		Middle District Filing Office
April 2, 2018	Reversed/Remanded		Musmanno, John L.
	Comment: Jurisdiction Relinquished		
April 16, 2018	Entry of Appearance - Private Southwestern Energy Production Company	Appellee	Byer, Robert L.

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DOCKET ENTRY

Filed Date	Docket Entry / Representing	Participant Type	Filed By
April 16, 2018	Entry of Appearance - Private Southwestern Energy Production Company	Appellee	Carpenter, Meredith Ellen
April 16, 2018	Application to be Admitted Pro Hac Vice Southwestern Energy Production Company	Appellee	Malak, Jeffrey J.
April 16, 2018	Application for Reargument	Appellee	Southwestern Energy Production Company
April 16, 2018	Application for Leave to File Amicus Brief	Amicus	Anderson, Owen
April 16, 2018	Application for Leave to File Amicus Brief	Amicus	American Exploration & Production Council
April 16, 2018	Application for Leave to File Amicus Brief	Amicus	Marcellus Shale Coalition
April 16, 2018	Application for Leave to File Amicus Brief	Amicus	American Petroleum Institute
April 16, 2018	Other	Amicus	American Petroleum Institute
April 16, 2018	Application for Leave to File Amicus Brief	Amicus	Pennsylvania Independent Oil & Gas Association
April 16, 2018	Application for Leave to File Amicus Brief	Amicus	The Pennsylvania Chamber of Business and Industry
April 18, 2018	Application for Leave to File Amicus Brief	Amicus	Independent Petroleum Association of America
April 24, 2018	Application for Leave to File Amicus Brief	Amicus	Gillespie, Thomas D.
April 26, 2018	Order Granting Application to be Admitted Pro Hac Vice		Per Curiam
	Comment: AND NOW, this 26th day of April, 2018, upon consideration of the Appellee's Application for Attorney to be Admitted Pro Hac Vice, said Application is hereby GRANTED.		
April 30, 2018	Answer to Application for Panel Reconsideration/Reargument	Appellant	Adam, Paula, Joshua and Sarah Briggs

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DOCKET ENTRY

Filed Date	Docket Entry / Representing	Participant Type	Filed By
May 1, 2018	Reply to Answer to Application for Reargument	Appellee	Southwestern Energy Production Company
	Document Name: STRICKEN		
May 4, 2018	Order Granting Application for Leave to File Amicus Brief		Per Curiam
	Document Name: Owen Anderson		
	Comment: AND NOW, this 4th day of May, 2018, upon consideration of the Application by Owen L. Anderson for Leave to File Statement as Amicus Curiae in Support of Application for Reargument, said Application is hereby GRANTED.		
May 4, 2018	Order Granting Application for Leave to File Amicus Brief		Per Curiam
	Document Name: American Exploration and Production Council		
	Comment: AND NOW, this 4th day of May, 2018, upon consideration of the Application of American Exploration & Production Council for Leave to File Amicus Curiae Brief in Support of Appellee's Application for Reargument, said Application is hereby GRANTED.		
May 4, 2018	Order Granting Application for Leave to File Amicus Brief		Per Curiam
	Document Name: Marcellus Shale Coalition		
	Comment: AND NOW, this 4th day of May, 2018, upon consideration of Marcellus Shale Coalition's Application for Leave to File Statement of Amicus Curiae in Support of Reargument Application, said Application is hereby GRANTED.		
May 4, 2018	Order Granting Application for Leave to File Amicus Brief		Per Curiam
	Document Name: American Petroleum Institute		
	Comment: AND NOW, this 4th day of May, 2018, upon consideration of the Application of American Petroleum Institute for Leave to File Amicus Curiae Statements in Support of Appellee's Application for Reargument, said Application is hereby GRANTED.		
May 4, 2018	Order Granting Application for Leave to File Amicus Brief		Per Curiam
	Document Name: Pennsylvania Independent Oil & Gas Association		
	Comment: AND NOW, this 4th day of May, 2018, upon consideration of the Pennsylvania Independent Oil & Gas Association's Application for Leave to File Statement of Amicus Curiae in Support of Reargument Application, said Application is hereby GRANTED.		
May 4, 2018	Order Granting Application for Leave to File Amicus Brief		Per Curiam
	Document Name: Pennsylvania Chamber of Business and Industry		
	Comment: AND NOW, this 4th day of May, 2018, upon consideration of Pennsylvania Chamber of Business and Industry's Application for Leave to File Amicus Curiae Brief in Support of Southwestern Energy Production Company's Application for Reargument En Banc, said Application is hereby GRANTED.		

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DOCKET ENTRY

Filed Date	Docket Entry / Representing	Participant Type	Filed By
May 4, 2018	Order Granting Application for Leave to File Amicus Brief		Per Curiam
	Document Name: Independent Petroleum Association of America Comment: AND NOW, this 4th day of May, 2018, upon consideration of Independent Petroleum Association of America's Application for Leave to File Joinder Statement of Amicus Curiae in Support of Reargument Application, said Application is hereby GRANTED.		
May 4, 2018	Order Granting Application for Leave to File Amicus Brief		Per Curiam
	Document Name: Thomas D. Gillespie Comment: AND NOW, this 4th day of May, 2018, upon consideration of Thomas D. Gillespie's Application for Leave to File a Brief of Amicus Curiae, said Application is hereby GRANTED.		
May 8, 2018	Order		Per Curiam
	Comment: As Appellee Southwestern Energy Production Company did not request or receive permission to file a response to Appellants' answer to the application for reargument, the "Reply In Support of Appellee Southwestern Energy Production Company's Application for Reargument En Banc" is hereby STRICKEN.		
May 8, 2018	Application for Relief	Appellee	Southwestern Energy Production Company
May 16, 2018	Order Denying Application for Relief		Per Curiam
	Comment: AND NOW, this 16th day of May, 2018, upon consideration of Appellee's Application for Leave to File Reply in Support of Application for Reargument En Banc, said Application is DENIED.		
June 8, 2018	Order Denying Application for Reargument		Per Curiam
	Comment: IT IS HEREBY ORDERED: THAT the application filed April 16, 2018, requesting reargument of the decision dated April 2, 2018, is DENIED.		
July 10, 2018	Petition for Allowance of Appeal to PA Supreme Court Filed	Appellee	Southwestern Energy Production Company
	Comment: 443 MAL 2018 Filed in Supreme Court on 7/9/18		

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DOCKET ENTRY

Filed Date	Docket Entry / Representing	Participant Type	Filed By
November 21, 2018	Order Granting Petition for Allowance of Appeal to PA Supreme Court		Per Curiam
Comment: 443 MAL 2018			
<p>PER CURIAM AND NOW, this 20th day of November, 2018, the Petition for Allowance of Appeal is GRANTED. The issue, as rephrased, is: Does the rule of capture apply to oil and gas produced from wells that were completed using hydraulic fracturing and preclude trespass liability for allegedly draining oil or gas from under nearby property, where the well is drilled solely on and beneath the driller's own property and the hydraulic fracturing fluids are injected solely on or beneath the driller's own property?</p>			
November 21, 2018	Record Remitted to Supreme Court		Superior Court of Pennsylvania
November 21, 2018	Acknowledgement of Record Remittal		Supreme Court of Pennsylvania

SESSION INFORMATION

Journal Number: J-S01013-18
Consideration Type: Submitted on Briefs-Panel
Listed/Submitted Date: January 16, 2018

Panel Composition:

The Honorable Susan Peikes Gantman	President Judge
The Honorable Mary P. Murray	Judge
The Honorable John L. Musmanno	Judge

DISPOSITION INFORMATION

Final Disposition:	Yes	Judgment Date:	April 2, 2018
Related Journal No:	J-S01013-18	Disposition Author:	Musmanno, John L.
Category:	Decided	Disposition Date:	April 2, 2018
Disposition:	Reversed/Remanded		
Disposition Comment:	Jurisdiction Relinquished	Filing Author:	Musmanno, John L.
Dispositional Filing:	Opinion		
Filed Date:	4/2/2018 12:00:00AM		
Judge:	Gantman, Susan Peikes	Vote:	Join
Judge:	Murray, Mary P.	Vote:	Did Not Participate

REARGUMENT / RECONSIDERATION / REMITTAL

Filed Date: April 16, 2018
Disposition: Order Denying Application for Reargument
Disposition Date: June 8, 2018
Record Remittal:

CROSS COURT ACTIONS

COPY IN THE COURT OF COMMON PLEAS
SUSQUEHANNA COUNTY, PENNSYLVANIA

ADAM BRIGGS, PAULA BRIGGS, his wife,
JOSHUA BRIGGS
SARAH H. BRIGGS

v.

2015- 1253
SOUTHWESTERN ENERGY PRODUCTION COMPANY
10000 Energy Drive
Spring TX 77389

JURY TRIAL DEMANDED

NOTICE TO PLEAD

To: SOUTHWESTERN ENERGY PRODUCTION COMPANY

You have been sued in Court. If you wish to defend against the claims set forth in the following pages, you must take action within twenty (20) days after this Complaint and notice are served upon you by entering a written appearance personally or by attorney and filing in writing with the Court your defenses or objections to the claims set forth against you. You are warned that if you fail to do so, the case may proceed without you, and a judgment may be entered against you by the Court without further notice for any money claimed in the Complaint or for any other claim or relief requested by the Plaintiff. You may lose money or property or other rights important to you. YOU SHOULD TAKE THIS PAPER TO YOUR LAWYER AT ONCE. IF YOU DO NOT HAVE A LAWYER OR CANNOT AFFORD ONE, GO TO OR TELEPHONE THE OFFICE SET FORTH BELOW TO FIND OUT WHERE YOU CAN GET LEGAL HELP.

Susquehanna County Prothonotary's Office, Susquehanna County Courthouse, P.O. Box 218, Montrose, PA 18801 (570) 278-4600, Ext. 120.

Address within County where all papers may be served:
65 Public Avenue
Montrose, PA 18801

KELLY LAW OFFICE
LAURENCE M. KELLY
65 Public Avenue
Montrose, Pa. 18801
(570) 278-3861
(570) 278-3112 FAX
I.D. #27033

IN THE COURT OF COMMON PLEAS
SUSQUEHANNA COUNTY, PENNSYLVANIA

ADAM BRIGGS, PAULA BRIGGS, his wife,
JOSHUA BRIGGS
SARAH H. BRIGGS

v.

2015-1253
SOUTHWESTERN ENERGY PRODUCTION COMPANY
10000 Energy Drive
Spring TX 77389

JURY TRIAL DEMANDED

COMPLAINT

Now come the plaintiffs, by and through their counsel, Laurence M. Kelly, who bring these, their causes of action against the defendant of which the following is a Complaint.

1. Plaintiffs are Adam Briggs and Paula L Briggs, his wife, 618 Richardson Road, New Milford, Pennsylvania 18834; Joshua A. Briggs, 1953 Commodore Drive, Anchorage, Alaska 99507; and Sarah H. Briggs, 103 Hood Street, Oregon City, Oregon, 97045.
2. Defendant, Southwestern Energy Production Company, (hereinafter "SWN") is a corporation with address of 10000 Energy Drive, Spring TX 77389.
3. Defendant SWN is engaged in the business of producing domestic natural gas including from the Marcellus Shale formation.
4. Plaintiffs are the owners of land located in Harford Township, Susquehanna County, Pennsylvania, as described in deed dated December 4, 2013 and recorded on December 31, 2013, in Susquehanna County, Pa. at instrument number 201317052.
5. Said property is identified by the Susquehanna County Tax records as: parcel number 147.00-2,011.00.
6. Said property includes a parcel consisting of 11.07 acres of land (hereinafter "land").
7. Said land is not subject to any "natural gas lease" under the terms of which SWN or any other entity is entitled to extract natural gas from under said land.

8. Adjacent and parallel to said land is a natural gas "unit" owned and operated by SWN entitled "SWN Innes South Gas Unit".

9. Also adjacent and parallel to said land is a natural gas "unit" owned and operated by SWN entitled "SWN Folger Gas Unit".

10. SWN has been and continues to extract natural gas from the Marcellus Shale formation by way of wells located in the above named units.

11. Said actions by SWN has and continues to extract natural gas from under the land of the Plaintiffs.

12. Upon information and belief, said extraction of natural gas from under the land of the Plaintiffs is being done knowingly, wilfully, unlawfully, outrageously and in complete conscious disregard of the rights and title of the Plaintiffs in said land and the natural gas thereunder.

COUNT I- TRESPASS

13. Each of the foregoing paragraphs are incorporated herein as if fully set forth.

14. The actions of SWN, as aforesaid, constitute a past and continuing trespass on the land of the Plaintiffs.

15. As a direct and proximate result of said trespass, the plaintiffs have been deprived to the value of said natural gas extracted from under their land by SWN.

WHEREFORE, plaintiffs make demand for judgment in their favor in an amount equal to the value of all the natural gas extracted by SWN from under the land of the plaintiffs to the date of judgment in this case.

Further, plaintiffs make demand for judgment in their favor in an amount equal to the value of all the natural gas extracted by SWN from under the land of the plaintiffs for so long as natural gas is being extracted from under said land.

COUNT II- CONVERSION

16. Each of the foregoing paragraphs are incorporated herein as if fully set forth.

17. By its actions, as aforesaid, SWN has deprived the plaintiffs of their use and possession of the natural gas under their land without lawful justification.

18. Said actions, as aforesaid, SWN has converted the natural gas under their land without lawful justification, and continues to do so.

WHEREFORE, plaintiffs make demand for judgment in their favor in an amount equal to the value of all the natural gas extracted by SWN from under the land of the plaintiffs to the date of judgment in this case.

Further, plaintiffs make demand for judgment in their favor in an amount equal to the value of all the natural gas extracted by SWN from under the land of the plaintiffs for so long as natural gas is being extracted from under said land.


COUNT III- PUNITIVE DAMAGES

19. Each of the foregoing paragraphs are incorporated herein as if fully set forth.

20. In its actions, as aforesaid, SWN has acted and continues to act outrageously because of the defendant's evil motive or reckless indifference to the rights of the plaintiffs.

WHEREFORE, plaintiffs demand an award of punitive damages in such amount as is determined by the trier of facts.

KELLY LAW OFFICE

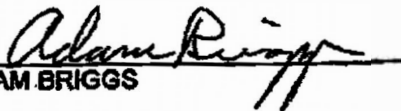
BY 
LAURENCE M. KELLY
65 Public Avenue
Montrose, PA 18801
(570) 278-3861
(570) 278-3112 FAX
I.D. # 27033

VERIFICATION

Affiant, ADAM BRIGGS, verifies that the facts set forth in the foregoing pleading are true and correct upon affiant's personal knowledge, information and belief. To the extent that the foregoing contains averments which are inconsistent in fact, I verify that my knowledge or information is sufficient to form a belief that one or more of them is true, although I am currently unable, after reasonable investigation, to ascertain which of the inconsistent averments are true.

To the extent that the foregoing contains legal conclusions or opinions, I hereby state that my Verification is made upon the advice of counsel, upon whom I have relied in the filing of this document.

This Verification is made subject to the penalties of 18 Pa. C.S.A. 4904 relating to unsworn falsification to authorities.


ADAM BRIGGS

IN THE COURT OF COMMON PLEAS OF SUSQUEHANNA COUNTY, PA

COPY

ADAM BRIGGS, PAULA BRIGGS, his wife,
JOSHUA BRIGGS, SARAH H. BRIGGS,

Plaintiffs,

CIVIL ACTION - LAW

v.

SOUTHWESTERN ENERGY PRODUCTION
COMPANY

NO. 2015-1253

Defendant

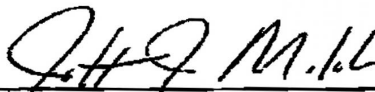
FILED
SUSQUEHANNA COUNTY
2015 DEC 23 PM 12:10
PROTHONOTARY

NOTICE TO PLEAD

TO: LAWRENCE M. KELLY, ESQUIRE
KELLY LAW OFFICE
65 PUBLIC AVENUE
MONTROSE, PA 18801
ATTORNEY FOR PLAINTIFFS,
ADAM BRIGGS, PAULA BRIGGS,
JOSHUA BRIGGS and SARAH H. BRIGGS

YOU ARE HEREBY NOTIFIED TO FILE A WRITTEN RESPONSE TO THE
ENCLOSED NEW MATTER AND COUNTERCLAIM WITHIN TWENTY (20) DAYS FROM
SERVICE HEREOF OR A JUDGMENT MAY BE ENTERED AGAINST YOU.

Respectfully submitted,



Jeffrey J. Malak, Esquire
PA Supreme Court No. 86071
E-mail: jjm@csnlawoffices.com
CHARITON, SCHWAGER & MALAK
138 South Main St., P.O. Box 910
Wilkes-Barre, PA 18703-0910
Telephone: 570-824-3511
Facsimile: 570-824-3580
Attorneys for SWN Production Company, LLC

IN THE COURT OF COMMON PLEAS OF SUSQUEHANNA COUNTY, PA

ADAM BRIGGS, PAULA BRIGGS, his wife,
JOSHUA BRIGGS, SARAH H. BRIGGS,

Plaintiffs,

v.

SOUTHWESTERN ENERGY PRODUCTION
COMPANY

Defendant

CIVIL ACTION - LAW

NO. 2015-1253

**ANSWER ("Answer"), NEW MATTER ("New Matter") AND COUNTERCLAIM
("Counterclaim") OF SWN PRODUCTION COMPANY, LLC TO PLAINTIFFS'
COMPLAINT**

Defendant, SWN Production Company, LLC ("SWN"), by and through its attorney, Jeffrey J. Malak, Esquire, of Chariton, Schwager & Malak, hereby files this Answer, New Matter and Counterclaim to the Complaint ("Complaint") by Plaintiffs, Adam Briggs, Paula Briggs, his wife, Joshua Briggs and Sarah H. Briggs ("Plaintiffs") as follows:

1. **Denied.** After reasonable investigation SWN is without knowledge or information sufficient to form a belief as to the truth of the averments contained in paragraph 1 of the Complaint, and such averments are deemed denied.
2. **Admitted.** By way of further answer, effective November 6, 2014, SWN changed its name from Southwestern Energy Production Company to SWN Production Company, LLC, and converted to a Texas limited liability company.
3. **Admitted.** By way of further answer, SWN is in the business of exploring for, developing and producing gas and oil in various regions throughout the United States, including in Susquehanna County, Pennsylvania.

4. **Denied.** After reasonable investigation SWN is without knowledge or information sufficient to form a belief as to the truth of the averments contained in paragraph 4 of the Complaint, and such averments are deemed denied. By way of further answer, the Deed dated December 4, 2013, and recorded on December 31, 2013, ("Deed") in the Recorder of Deeds Office in and for Susquehanna County, Pennsylvania ("Recorder") at Instrument No. 201317052 ("Subject Property") is not attached to the Complaint.
5. **Denied.** After reasonable investigation SWN is without knowledge or information sufficient to form a belief as to the truth of the averments contained in paragraph 5 of the Complaint, and such averments are deemed denied. By way of further answer, no document is attached to the Complaint that references the Subject Property as Parcel No. 147.00-2,011.00.
6. **Denied.** After reasonable investigation SWN is without knowledge or information sufficient to form a belief as to the truth of the averments contained in paragraph 6 of the Complaint, and such averments are deemed denied. By way of further answer, no document is attached to the Complaint that includes a description for the Subject Property consisting of 11.07 acres.
7. **Denied.** After reasonable investigation SWN is without knowledge or information sufficient to form a belief as to the truth of the averments contained in paragraph 7 of the Complaint, and such averments are deemed denied. By way of further answer, Plaintiff does not have an oil and gas lease for the Subject Property with SWN.
8. **Admitted.**
9. **Admitted.**

10. Admitted.
11. Denied. SWN has not drilled for oil, gas or minerals from under the Subject Property. By way of further answer, SWN has only drilled for oil, gas or minerals from under properties for which SWN has leases.
12. Denied. The averments contained in paragraph 12 of this Complaint constitute conclusions of law to which no responsive pleading is required, and such averments are deemed denied. SWN has not drilled for oil, gas or minerals from under the Subject Property. By way of further answer, SWN has only drilled for oil, gas or minerals from under properties for which SWN has leases.

COUNT I - TRESPASS

13. Admitted. SWN incorporates by reference its responses to paragraphs 1-12 of the Complaint as if more fully set forth herein.
14. Denied. The averments contained in paragraph 14 of this Complaint constitute conclusions of law to which no responsive pleading is required, and such averments are deemed denied.
15. Denied. The averments contained in paragraph 15 of this Complaint constitute conclusions of law to which no responsive pleading is required, and such averments are deemed denied. SWN has not drilled for oil, gas or minerals from under the Subject Property. By way of further answer, SWN has only drilled for oil, gas or minerals from under properties for which SWN has leases.

WHEREFORE, SWN respectfully requests that this Court deny Plaintiffs' request for relief and enter judgment in favor of SWN and against Plaintiffs in Count I of the Complaint.

COUNT II - CONVERSION

16. Admitted. SWN incorporates by reference its responses to paragraphs 1-15 of the Complaint as if more fully set forth herein.
17. Denied. The averments contained in paragraph 17 of this Complaint constitute conclusions of law to which no responsive pleading is required, and such averments are deemed denied. SWN has not drilled for oil, gas or minerals from under the Subject Property. By way of further answer, SWN has only drilled for oil, gas or minerals from under properties for which SWN has leases. Accordingly, SWN has not deprived the Plaintiffs' of their use and possession of oil, gas or minerals from under the Subject Property.
18. Denied. The averments contained in paragraph 18 of this Complaint constitute conclusions of law to which no responsive pleading is required, and such averments are deemed denied. SWN has not converted the oil, gas and minerals from under the Subject Property without lawful justification.

WHEREFORE, SWN respectfully requests that this Court deny Plaintiffs' request for relief and enter judgment in favor of SWN and against Plaintiffs in Count II of the Complaint.

COUNT III - PUNITIVE DAMAGES

19. Admitted. SWN incorporates by reference its responses to paragraphs 1-18 of the Complaint as if more fully set forth herein.
20. Denied. The averments contained in paragraph 20 of this Complaint constitute conclusions of law to which no responsive pleading is required, and such averments are deemed denied. By way of further answer, SWN has not acted outrageously or with evil

motive or reckless indifference to the rights of Plaintiffs. By way of further answer, Plaintiffs cannot recover punitive damages in Count III of the Complaint because no independent cause of action exists for a claim of punitive damages since punitive damages are only an element of damages and not a separate cause of action.

WHEREFORE, SWN respectfully requests that this Court deny Plaintiffs' request for relief and enter judgment in favor of SWN and against Plaintiffs in Count III of the Complaint.

NEW MATTER

21. SWN hereby incorporates its Answer to paragraphs 1-20 of the Complaint as if more fully set forth herein.
22. Plaintiffs' Complaint fails to state a claim upon which relief can be granted.
23. Plaintiffs' claims in the Complaint are barred in whole or in part by the doctrine of consent.
24. Plaintiffs' claims in the Complaint are barred in whole or in part by the doctrine of justification.
25. Plaintiffs' claims in the Complaint are barred in whole or in part by the doctrine of license.
26. Plaintiffs' claims in the Complaint are barred in whole or in part by the doctrine of payment.
27. Plaintiffs' claims in the Complaint are barred in whole or in part by the doctrine of privilege.
28. Plaintiffs' claims in the Complaint are barred in whole or in part by the doctrine of truth.
29. Plaintiffs' claims in the Complaint are barred by the applicable statute of limitations.

30. Plaintiffs' claims in the Complaint are barred in whole or in part by the defense of equitable estoppel.
31. Plaintiffs' claims in the Complaint are barred in whole or in part by the defense of judicial estoppel.
32. Plaintiffs' claims in the Complaint are barred in whole or in part by the defense of waiver and release.
33. Plaintiffs' claims in the Complaint are barred in whole or in part by the doctrine of unclean hands.
34. Plaintiffs' claims in the Complaint are barred in whole or in part by lack of standing.
35. Plaintiffs' claims in the Complaint are barred by whole or in part by Pennsylvania's rule of capture.
36. The rule of capture is a well established doctrine which holds that a landowner is entitled to extract the oil and gas in and under his or her land as well as the oil and gas which flows or migrates from a common reservoir.
37. Oil and gas generally migrates to low pressure areas within a reservoir and production from one oil and gas well may cause oil and gas to migrate across property lines.
38. The rule of capture recognizes this unique geological phenomenon by allowing a landowner to use and appropriate the oil and gas that had flowed from adjacent lands without consent from the owner of those adjacent lands.
39. Under the rule of capture, there is no liability for reasonable and legitimate drainage from a common pool.
40. So long as the well is within the vertical boundaries of his or her property, all gas

extracted from that well is lawfully owned by the landowner or operator.

41. A landowner in Pennsylvania is free to drill as close to a property line as he or she wishes without being liable to a trespass. *Barnard v. Monongahela Natural Gas Co.*, 216 Pa. 362, 65 A. 801 (1907)
42. Drilling near a property line is permissible and acceptable so long as conduct is not done with fraudulent intent. *Id.*
43. A remedy for adjoining landowner is to drill an offset well.
44. SWN has not drilled any gas well in or under the Subject Property.
45. SWN has not drilled any borehole in or under the Subject Property.
46. SWN has not drilled oil and gas wells on adjoining lands with any fraudulent intent to harm Plaintiffs; nor is any fraudulent intent alleged in the Complaint.
47. SWN has only drilled oil and gas wells on properties that comprise the SWN Innes South Gas Unit ("Innes Unit") and SWN Folger Gas Unit ("Folger Unit").
48. The Subject Property is not part of the Innes Unit.
49. The Subject Property is not part of the Folger Unit.
50. At all times relevant, SWN has acted with due care under the circumstances and complied with all Pennsylvania requirements related to drilling, production and operations of oil and gas wells on the Innes Unit and Folger Unit.
51. Plaintiffs have failed to plead the elements necessary to demonstrate a trespass claim under Pennsylvania law.
52. SWN did not trespass and continues not to trespass on the Subject Property.
53. SWN did not enter and continues not to enter the Subject Property.

54. Because SWN has not trespassed on the Subject Property, SWN has not deprived Plaintiffs of the value of oil or gas from under the Subject Property.
55. SWN has not converted oil or gas from under the Subject Property.
56. Under Pennsylvania law, conversion is the deprivation of another's right of property in, or use, or possession of, a chattel without the owner's consent and without lawful justification.
57. Conversion can only result from an act intended to effect the chattel.
58. Pennsylvania Courts have not recognized oil and gas as a chattel.
59. Plaintiffs have failed to plead that SWN intended to exercise dominion or control over the oil and gas which is necessary to establish a claim for conversion.
60. Plaintiffs allege no willful intent on the part of SWN which is required to successfully demonstrate a conversion claim.
61. In the Complaint, Plaintiffs have failed to allege or prove that they are the owners of the oil and gas in the Innes Unit and Folger Unit.
62. Plaintiffs have failed to plead the elements necessary to demonstrate a conversion claim under Pennsylvania law.
63. Plaintiffs are not entitled to punitive damages under Pennsylvania law because SWN has not acted in a willful, wanton or malicious manner.
64. Under Pennsylvania law, there is no separate cause of action for punitive damages.
65. The right to punitive damages is a mere incident to a cause of action, an element which the jury or judge may consider in making its determination, it is not a cause of action in itself.

66. Plaintiffs' claim are barred in whole or in part by title concepts in Pennsylvania insofar as oil and gas are concerned.
67. Gas, it is true, is a mineral; but it is a mineral with peculiar attributes. *Westmoreland and Cambria Natural Gas Co., v. DeWitt*, 130 Pa. 235, 18 A. 724 (1889)
68. Gas, in common with animals, and unlike other minerals have the power and tendency to escape without the volition of the owner.
69. Their fugitive and wandering existence within the limits of a particular tract is uncertain.
70. They belong to the owner of the land and are part of it so long as they are on or in it.
71. But, when gas escapes and goes into or under other land, or come under another's control, the title of the former owner is gone.
72. Possession of the land, therefore, is not necessarily possession of the gas.
73. If an adjoining or even a distant owner, drills his own land and taps another's gas so that it comes into his well and under his control, it is no longer the other person's, but his.
74. As between a lessor and lessee, the one who controls the gas has it in his grasp so to speak, and is the one who has possession in the legal as well as in the ordinary sense of the word.
75. Applying this "minerals *faae naturae*" doctrine, Pennsylvania Courts have refused to enjoin use of mechanical pumps by a defendant to obtain all the gas and oil obtainable through his land. *Jones v. Forest Oil Company*, 194 Pa. 379, 44 A. 1074 (1900)
76. Pennsylvania courts have also permitted the drilling of oil and gas wells so near a property line as to drain gas from under an adjoining land owner's property. *Barnard, supra.*

77. The Subject Property is unleased and is not part of the Innes Unit and Folger Unit.
78. A Paid Up Oil and Gas Lease dated July 8, 2008, was entered into by and between M. Constance Horn, a/k/a Constance Horn ("Horn") as Lessor and Elexco Land Services, Inc., ("Elexco") covering 74.03 acres in Susquehanna County, Pennsylvania ("Lease").
79. SWN, as successor in interest to Elexco assigned the entire Lease to Cabot Oil & Gas Corporation ("Cabot") on December 15, 2010 ("Cabot Assignment"), which Cabot Assignment was recorded at Instrument Number 201101650 in the public records of Susquehanna County, Pennsylvania. A copy of the Cabot Assignment is attached to this Answer, New Matter and Counterclaim as Exhibit "1" and incorporated by reference.
80. On November 15, 2012, Cabot made partial assignment of the Lease to SWN as to the Subject Property.
81. Cabot retained the Lease as to the remaining 62.96 acres covered by the Lease.
82. Horn and Cabot entered into an Amendment and Ratification of the Lease ("Amendment"), and recorded at Instrument Number 201400650, which, among other effects, extended the five-year primary term for an additional year, such that the six-year primary term would end July 18, 2014. A copy of the Amendment is attached to this Answer, New Matter and Counterclaim as Exhibit "2" and incorporated by reference.
83. This Amendment was limited to the Lease as it covered the 62.96 acres held by Cabot and because that part of the Lease covering the Subject Property had been assigned to SWN before the Amendment, the five-year primary term on the Subject Property was not likewise extended.
84. Cabot then pooled part of its portion of the Lease into D. Pritchard Unit No. 2 ("Pritchard

Unit”), pursuant to that certain Declaration of Pooling and Unitization (“Pritchard Declaration”) dated effective September 26, 2013, and recorded at Instrument Number 201312349. A copy of the Pritchard Declaration is attached to this Answer, New Matter and Counterclaim as Exhibit “3” and incorporated by reference.

85. Production from the Pritchard Unit has maintained the Lease in force as to the acreage held by Cabot.
86. SWN’s portion of the Lease, as it covered the Subject Property, was not affected by the Amendment, and the primary term of the Lease as to the Subject Property expired by its own terms on July 18, 2013.
87. As the effective date of the Pritchard Unit post-dates the expiration of the original five-year primary term of the Lease for the Subject Property, production from the Pritchard Unit did not cause the Lease for the Subject Property to continue or renew automatically, and the Lease as to the Subject Property expired on July 18, 2013.
88. The Subject Property is unleased and SWN declined to include it in any unit in which SWN was drilling, including the Innes Unit or Folger Unit operated by SWN.
89. SWN has the lawful authority to drill oil and gas wells in the Folger Unit by virtue of oil and gas leases as evidenced by a Declaration of Pooling (“Folger Declaration”) recorded in the Recorder’s Office on September 1, 2012 at Instrument Number 201211820 and amended on March 19, 2013 at Instrument Number 201303690 and amended on February 23, 2013 at Instrument Number 201309227. A copy of the Folger Declaration and amendments are attached to this Answer, New Matter and Counterclaim as Exhibit “4” and incorporated by reference.

90. SWN has the lawful authority to drill oil and gas wells in the Innes Unit by virtue of oil and gas leases as evidenced by a Declaration of Pooling ("Innes Declaration") recorded in the Recorder's Office on July 1, 2012 at Instrument Number 201208209 and amended on April 1, 2013 at Instrument Number 201304480 and amended on January 11, 2013 at Instrument Number 201307127 and amended on January 11, 2013 at Instrument Number 201313203 and amended on November 1, 2013 at Instrument Number 201315791 and amended on May 1, 2015 at Instrument Number 201504608 and amended on June 12, 2015 at Instrument Number 201505727. A copy of the Innes Declaration and amendments are attached to this Answer, New Matter and Counterclaim as Exhibit "5" and incorporated by reference.

91. The Innes Unit and Folger Unit are currently in production.

92. SWN only has drilled oil and gas wells on the Innes Unit and Folger Unit for which it has permission to do so by virtue of leases, declaration and recorded pooling agreements.

WHEREFORE, SWN respectfully requests that judgment be entered in favor of SWN on the New Matter and against the Plaintiffs together with reasonable attorneys' fees, interest and costs and requests such other and further relief as this Court may deem just and proper.

COUNTERCLAIM

COUNT I - REQUEST FOR DECLARATORY RELIEF

93. SWN hereby incorporates paragraphs 1 through 92 of its Answer and New Matter as if more fully set forth herein.

94. The Pennsylvania Declaratory Judgment Act ("DJA"), 42 Pa. C.S. §7531, *et seq.*, provides that, in a cause of action or controversy within its jurisdiction, upon the filing of

the appropriate pleadings, a court may declare the rights and other legal relations of any interested parties seeking such declarations, whether or not other relief is or could be sought.

95. Any such declaration should have the force and effect of a final judgment and decree.
96. The purpose of the DJA is to settle and afford relief to any person from uncertainty and insecurity with respect to rights, status and legal relations affected by statute and/or to prevent future legal actions.
97. An actual, substantial and justiciable controversy exists between and among SWN and Plaintiffs with regard to whether SWN has committed a trespass by drilling oil and gas wells close to the property line of the Subject Property and whether the Subject Property is part of the Innes Unit and Folger Unit.
98. Actions commenced under the DJA have been used to interpret and declare rights under contracts and agreements similar to the Lease.
99. Pursuant to the DJA, this Court is authorized to determine the validity of any writings affecting the right, status or other legal relations of the parties to the lawsuit, including, but not necessarily limited to, agreements, contracts, deeds, leases and assignments.
100. SWN requests this Court to determine and interpret leases, documents, deeds, pooling agreements and to confirm that SWN has not trespassed on the Subject Property, that the Subject Property is not part of the Innes Unit and Folger Unit and that SWN can drill oil and gas wells on leased properties comprising the Innes Unit and Folger Unit.
101. Pursuant to the DJA, a judiciable declaration is needed to determine the respective rights of SWN and confirm that SWN has not trespassed on the Subject Property, that the

Subject Property is not part of the Innes Unit and Folger Unit and that SWN can drill oil and gas wells on leased properties comprising the Innes Unit and Folger Unit.

102. A declaratory judgment is necessary in order to resolve the dispute concerning competing interests and rights described above.

WHEREFORE, SWN respectfully requests this Court to grant declaratory judgment relief in its favor and confirm that SWN has not trespassed on the Subject Property, that the Subject Property is not part of the Innes Unit and Folger Unit and that SWN can drill oil and gas wells on leased properties comprising the Innes Unit and Folger Unit and award SWN attorneys' fees, costs and all other relief this Court deems appropriate.

Respectfully submitted,



Jeffrey J. Malak, Esquire

PA Supreme Court No. 86071

E-mail: jjm@csmlawoffices.com

CHARITON, SCHWAGER & MALAK

138 South Main St., P.O. Box 910

Wilkes-Barre, PA 18703-0910

Telephone: 570-824-3511

Attorneys for SWN Production Company, LLC

VERIFICATION

I, Wes Frankenfield, Senior Landman, SWN Production Company, LLC, state that I am familiar with the facts set forth in the foregoing Answer, New Matter and Counterclaim of SWN Production Company, LLC to Plaintiff's Complaint ("Answer"), that I am authorized to verify the Answer, and that the averments set forth in the Answer are true and correct to the best of my knowledge, information and belief, and that the averments made in the foregoing Answer are subject to the penalties of 18 Pa. C.S.A. §4904 relating to unsworn falsifications to authorities.



Wes Frankenfield, Senior Landman
SWN Production Company, LLC

EXHIBIT "1"

MARY F. EVANS
Register of Wills - Recorder of Deeds
Clerk of Orphans' Court Division
Court of Common Pleas of Susquehanna County
PO BOX 218
MONTROSE, PA 18801-0218
(570) 278-6500



Instrument Number - 201101658
Recorded On 1/19/2011 At 12:00:43 PM
* Instrument Type - OIL LEASE ASSIGNMENT
Invoice Number - 85324
* Grantor - SOUTHWESTERN ENERGY PRODUCTION CO
* Grantee - CABOT OIL & GAS CORPORATION
* Customer - CABOT OIL & GAS CORP

* Total Pages - 5

*** FEES**
STATE WRIT TAX \$0.50
RECORDING FEES - \$13.00
RECORDER OF DEEDS
COURT IMPROVEMENT FEE \$2.00
RECORDER IMPROVEMENT FEE \$3.00
TOTAL PAID \$18.50

This is a certification page
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of this legal document.

RETURN DOCUMENT TO:
CABOT OIL & GAS CORP
FIVE FERN CENTER WEST, SUITE 401
PITTSBURGH, PA 15276
ATTN: JENNIFER DOUGLAS

I hereby CERTIFY that this document is recorded in the
Recorder's Office of Susquehanna County, Pennsylvania.



Mary F. Evans
MARY F. EVANS
RECORDER OF DEEDS

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the verification process and may not be reflected on this page.



ASSIGNMENT OF OIL & GAS LEASE

COMMONWEALTH OF PENNSYLVANIA

COUNTY OF SUSQUEHANNA

§
§
§

THAT, SOUTHWESTERN ENERGY PRODUCTION COMPANY, an Arkansas corporation, whose address is 2350 N. Sam Houston Parkway East, Suite 125, Houston, Texas, 77032, hereinafter sometimes referred to as "Assignor," for and in consideration of the sum of Ten Dollars (\$10.00), cash in hand paid to Assignor, the receipt and adequacy of which is hereby acknowledged, does hereby grant, bargain, sell, assign, transfer, convey and set over unto, CABOT OIL & GAS CORPORATION, a Delaware corporation, hereinafter sometimes referred to as "Assignee," whose address is Five Penn Center West, Suite 401, Pittsburgh, PA 15276, all of Assignor's right, title and interest in and to that certain Oil and Gas Lease, or those portions thereof specifically referenced and described on Exhibit "A" attached hereto.

Assignor excepts from this Assignment and reserves unto itself a 2.876768% overriding royalty interest in all oil, gas and associated hydrocarbons produced, saved and sold from the Oil and Gas Lease. Such overriding royalty shall be proportionately reduced to the extent that (a) Assignor owns less than 100% working interest in the Oil and Gas Lease conveyed (whether such reduced ownership is a result of the ownership of record, or a contractual reduction in ownership), and (b) such Oil and Gas Lease conveyed by ASSIGNOR contributes less than 100% undivided interest in the subject lands, or of the leases comprising a drilling and spacing unit. Such overriding royalty shall be free of all development costs, but shall bear its proportionate share of gross production and severance taxes and any gathering, transportation and other post production costs. Such overriding royalty shall apply to any and all extensions and renewals or amendments of the Oil and Gas Lease or portion or portions thereof. The overriding royalty interest reserved herein may be pooled or unitized by Assignee, without joinder of the Assignor; and in such event, such overriding royalty interest shall be proportionately reduced based on the proportion that the Oil and Gas Lease net acres in the unit bear to the surface acreage in the unit. The Oil and Gas Lease (subject to the terms thereof) assigned herein may be pooled or unitized by Assignee as to the rights and depths assigned hereunder, without joinder of the Assignor; and in such event, the Oil and Gas Lease shall participate in the unit based on the proportion that the net acres covered by the Oil and Gas Lease in the unit bear to the total surface acreage in the unit. Further, Assignor grants Assignee the right, without joinder of the Assignor, to amend, reform or dissolve the existing units, limited to the rights assigned hereunder, and to create new units in order to support the drilling of wells (horizontal or otherwise) as to said assigned rights in and to the Oil and Gas Lease or lands pooled therewith.

The provisions of this Assignment shall be construed as covenants running with the land and shall be binding upon and inure to the benefit of the parties hereto, their respective successors and assigns. This Assignment is further made subject to all of the terms, conditions and reservations set forth in the above described Oil and Gas Lease and any and all intervening assignments of said Oil and Gas Lease or interest therein. Assignee does further agree to be bound by the terms and conditions stated in the Oil and Gas Lease herein conveyed.

In the event a dispute arises as to the meaning or interpretation of this Assignment or the rights and responsibilities of the parties created hereunder, this Assignment shall be deemed to have been drafted by all parties hereto.

37-16080

TO HAVE AND HOLD unto Assignee, its successors and assigns, all of the above described oil and gas leasehold estate, and the amendments or agreements modifying the terms thereof, together with the personal property, appurtenances, improvements thereon, used in connection therewith, but subject to all of the terms and provisions of the Assignment and of said Oil and Gas Lease. The leasehold rights and interests hereby transferred are free from all liens and encumbrances, other than set out above or already made known by each party to the other as of the date hereof, but Assignor does not warrant title to the leasehold estate except by, through and under Assignor.

IN WITNESS WHEREOF, the said Assignor has executed this Assignment through its proper and fully authorized officers on the 15th day of December, 2010.

ASSIGNOR

SOUTHWESTERN ENERGY PRODUCTION COMPANY

By: _____

Name: _____

Title: _____

STATE OF TEXAS §
 §
COUNTY OF HARRIS §

On this 15th day of December, 2010, before me, the undersigned officer, personally appeared Jim R. Dewbre, known to be the Senior Vice President-Land of Southwestern Energy Production Company and that he executed the within instrument, and acknowledged to me that said instrument was the free act and deed of said corporation.

Witness the hand and official seal of the undersigned this the day and year first in this certificate written.

Summer Jones
Notary Public

My Commission Expires

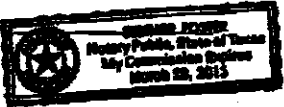


Exhibit "A"

Attached and made a part of the certain Assignment of Oil and Gas Lease dated December 15, 2010
 by and between
 Southwestern Energy Production Company, hereinafter referred to as "Assignor",
 and Cabot Oil & Gas Corporation, hereinafter referred to as "Assignee"
 Susquehanna County, Pennsylvania

LEASE NUMBER	LESSOR	LESEE	LEASE DATE	EXPIRATION DATE	TOWNSHIP	TAX MAP #	GROSS ACRES	NET ACRES	INSTRUMENT Number
PA-13018C-114340-000	HOWIN M CONSTANCE	ELORCO LAND SERVICES INC	7/18/2009	7/18/2011	HAMPFORD	547.09-2,011.00	.67	.67	200812354
						547.09-1,011.00	.11	.11	200812354
						547.09-2,099.00	0.92	0.92	200812356

37-1607D

EXHIBIT "2"

MARY F. EVANS
Register of Wills - Recorder of Deeds
Clerk of Orphans' Court Division
Court of Common Pleas of Susquehanna County
PO BOX 218
MONTROSE, PA 18801-0218
(570) 278-4600



SUSQUEHANNA COUNTY COURT HOUSE
MONTROSE, PENNSYLVANIA

Instrument Number - 201400650

Recorded On 1/16/2014 At 10:40:22 AM

* Total Pages - 3

* Instrument Type - MISCELLANEOUS-GAS AND OIL

Invoice Number - 158824

* Grantor - HORN, M CONSTANCE

* Grantee - CABOT OIL & GAS CORPORATION

* Customer - CABOT OIL & GAS CORPORATION

* **FEEs**

STATE WRIT TAX	\$0.50
RECORDING FEES -	\$13.00
RECORDER OF DEEDS	
COUNTY IMPROVEMENT FEE	\$2.00
RECORDER IMPROVEMENT FEE	\$3.00
TOTAL PAID	\$18.50

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of this legal document.

RETURN DOCUMENT TO:
CABOT OIL & GAS CORPORATION
5 PENN CENTER WEST
STE 401
PITTSBURGH, PA 15276

I hereby **CERTIFY** that this document is recorded in the
Recorder's Office of Susquehanna County, Pennsylvania.



Mary F. Evans
MARY F. EVANS
RECORDER OF DEEDS

* - Information denoted by an asterisk may change during
the verification process and may not be reflected on this page.



RATIFICATION OF OIL AND GAS LEASE

KNOW ALL MEN BY THESE PRESENTS:

WHEREAS, heretofore on the 18th day of July, 2008, a certain Oil and Gas Lease was entered into by and between M. Constance Horn (aka Constance Horn), a widow, Lessor, and Elexco Land Services, Inc., Lessee, which lease or a memorandum thereof is recorded among the records of Susquehanna County, Pennsylvania, for reference purposes only at Instrument # 2008 12254. Elexco Land Services, Inc. assigned its interest to Southwestern Energy Production Company on May 12, 2009, in Instrument # 2009 08251; and Southwestern Energy Production Company assigned its interest to Cabot Oil & Gas Corporation on December 15, 2010 in Instrument # 2011 01658.

Said lease covers the following described lands in the Township(s) of Hartford, County of Susquehanna, State of Pennsylvania, containing 74.83 acres, more or less, for reference purposes only, now or formerly identified as Tax Map #(s) 147.00-2.011.00; 147.00-2.039.00; and 147.03-1.011.00, bounded substantially by lands now or formerly owned as follows, to-wit:

147.00-2.011.00

On the North by: Theodore & Olga Malyan, 147.00-2.012.00.
On the East by: Mark & Lori Novak, 147.00-2.038.04.
On the South by: Mark Lewis, 147.03-1.004.00.
On the West by: Richard & Elaine Osborne, 147.00-2.010.00.

147.00-2.039.00

On the North by: Richard & Elaine Osborne, 147.00-2.010.00 & Constance Horn, 147.00-2.011.00.
On the East by: Constance Horn, 147.00-2.011.00.
On the South by: Constance Horn, 147.00-2.011.00 & David & Denise Schaefer, 147.00-2.009.01.
On the West by: David & Denise Schaefer, 147.00-2.009.01 & R. & E. Osborne, 147.00-2.010.00.

147.03-1.011.00

On the North by: Barfooters Boulevard.
On the East by: Richard & Karen Jones, 147.03-1.012.00.
On the South by: Tingloy Lake.
On the West by: Edmund & Mary Jones, 147.03-1.010.00.

NOW, for and in consideration of the sum of One Dollar (\$1.00), in hand paid to the undersigned, the receipt and sufficiency of which is hereby acknowledged, the undersigned, M. Constance Horn (aka Constance Horn), a widow of 767 Richardson Road, New Milford, PA 18834-7634 hereby ratify(ies), adopt(s) and confirm(s) the above described Oil and Gas Lease, insofar as it covers any interest he/she/they own(s) in the above described leased premises, as being a valid and subsisting oil and gas lease on said property, and hereby grant(s), lease(s) and let(s) unto Cabot Oil & Gas Corporation, of 5 Penn Center West, Suite 401, Pittsburgh, PA 15276-9139

all the oil and gas in, under and that may be produced from the land above described under the same terms, provisions and covenants contained and set forth in said lease as fully to all intents and purposes as though said terms, provisions and covenants were set forth at length herein.

This instrument shall inure to the benefit of the Lessor and Lessee and to their heirs, administrators, successors and assigns.

IN WITNESS WHEREOF, and intending to be legally bound, the undersigned has/have hereunto set his/hen/their hand(s) and seal(s) and made this instrument effective the

28th day of February, 2013.

x M. Constance Horn
M. Constance Horn (aka Constance Horn)

ACKNOWLEDGMENT

State/Commonwealth of PENNSYLVANIA

County of SUSQUEHANNA

On this the 28th day of February, 2013, before me a Notary Public, the undersigned officer, personally appeared M. Constance Horn (aka Constance Horn) known to me to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged that he/she/they executed the same for the purposes therein contained.

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

SEAL

My commission expires: 2/1/16

Nathan T. Edwards
Nathan T. Edwards Notary Public

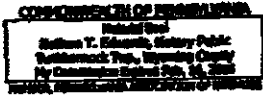


EXHIBIT "3"

MARY F. EVANS
Register of Wills - Recorder of Deeds
Clerk of Orphans' Court Division
Court of Common Pleas of Susquehanna County
PO BOX 218
MONTROSE, PA 18801-0218
(570) 278-4600



SUSQUEHANNA COUNTY COURT HOUSE
MONTROSE, PENNSYLVANIA

Instrument Number - 201312349
Recorded On 9/26/2013 At 2:15:25 PM
* Instrument Type - OIL POOLING
Invoice Number - 152904
* Grantor - CABOT OIL & GAS CORPORATION
* Grantee - PRITCHARD, DAVID W
* Customer - ELITE LAND SERVICES
* FEES

* Total Pages - 8

STATE WRIT TAX	\$0.50
RECORDING FEES -	\$42.00
RECORDER OF DEEDS	
COUNTY IMPROVEMENT FEE	\$2.00
RECORDER IMPROVEMENT FEE	\$3.00
TOTAL PAID	\$47.50

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RETURN DOCUMENT TO:
ELITE LAND SERVICES
281 CHURCH ST
SUITE A
MONTROSE, PA 18801

I hereby CERTIFY that this document is recorded in the
Recorder's Office of Susquehanna County, Pennsylvania.



Mary F. Evans
MARY F. EVANS
RECORDER OF DEEDS

* - Information denoted by an asterisk may change during
the verification process and may not be reflected on this page.



**DECLARATION OF POOLING AND UNITIZATION
D. PRITCHARD UNIT NO. 2
PA-U-805**

**COMMONWEALTH OF PENNSYLVANIA §
COUNTY OF SUSQUEHANNA §** **KNOW ALL MEN BY THESE PRESENTS:
§**

THIS DECLARATION OF POOLING AND UNITIZATION (the "Declaration") is executed, to be effective as hereinafter provided, by CABOT OIL & GAS CORPORATION, a Delaware corporation, hereinafter referred to as "Cabot," who is the record owner of the oil and gas leases and all amendments, ratifications, extensions or agreements pertaining to said leases described and identified in Exhibit "A" attached hereto and made a part hereof for all purposes (as amended, ratified or extended, the "Leases"), insofar as the Leases cover the lands described and depicted in Exhibit "B" attached hereto and made a part hereof for all purposes (the "Lands"); and

WHEREAS, each of the Leases provides that the Lessee shall have the right and power to utilize and pool the acreage covered thereby, or portions thereof, with other lands or leases in the immediate vicinity thereof in order to form a unit or units of the size and type hereinafter described, provided that the Lessee shall execute an instrument in writing identifying and describing such pooled acreage; and,

WHEREAS, in the judgment of the undersigned, it is necessary and advisable to utilize and pool the Lands and Leases in order to properly develop and operate the premises for the production of oil and/or gas and in order to promote the conservation of oil and/or gas in, under and that may be produced from the Lands;

NOW, THEREFORE, the undersigned, acting under and by virtue of the power and authority conferred and granted by the provisions of the Leases, does hereby utilize and pool the Lands, Leases, leasehold rights, royalty, overriding royalty and other interests therein and thereunder, insofar and only insofar as:

- 1) The Leases cover and include the Lands; and**
- 2) The Lands and Leases cover and include the stratigraphic equivalent of all zones, strata, horizons and formations occurring from the surface of the earth down to the top of the Onondaga formation;**

to form a pooled and unitized area designated as the D. Pritchard Unit No. 2 (the "Unit"), containing 461.144 acres, more or less, for the purposes of developing and operating the pooled acreage for the production, storage, processing and marketing of oil and/or gas therefrom, excluding coalbed methane gas.

Operations and/or production of oil and/or gas (including the payment of shut-in payments) anywhere within the Unit shall be deemed to be operations and/or production on each separate Lease sufficient to extend and maintain each Lease included in the Unit.

The oil and gas produced from the Unit shall be allocated proportionately among all the Leases within the Unit in the proportion in which the number of surface acres in each of the Leases included in the Unit bears to the total number of surface acres in the Unit, and the share of production to which each owner of an interest in the oil and gas shall be entitled shall be computed on the basis of each such owner's respective interest in each Lease within the Unit.

The undersigned reserves the right to amend this Declaration from time to time, and at any time in order to (1) correct any error or omission herein; (2) include in the Unit any unleased oil and/or gas interest in or additional lease of any tract or tracts within the boundaries of the Unit, which is secured or obtained subsequent to the date hereof, or prior to the date hereof and not included and described herein, by appropriate amendment or instruments correcting or committing any such interest or lease to this Unit; or (3) amend this Declaration in any other manner permissible pursuant to the Leases.

This Unit shall remain in force from the effective date described herein and for as long as oil and/or gas are being produced from the Unit, or for so long as the Leases are maintained in force and effect by other means, including shut-in payments, in accordance with the terms and provisions of the Leases.

This Declaration is not intended as an offer or option to an owner of any lease that is not listed on Exhibit "A" hereto or to an owner of any unleased oil and/or gas interest within the Unit to join the Unit or to commit such interest to the Unit by unilateral ratification of this Declaration or otherwise. Any such owner of a lease or an unleased oil and/or gas interest may join the Unit and commit its interest to the Unit only with the written consent of the undersigned in an instrument that is recorded in the records of Susquehanna County, Pennsylvania.

EXECUTED by the undersigned on the date of its acknowledgment appearing below, to be effective as of the date this Declaration is recorded.

CABOT OIL & GAS CORPORATION

By: 
Jeffrey L. Kain
North Region Land Manager 

COMMONWEALTH OF PENNSYLVANIA

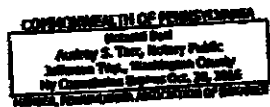
COUNTY OF ALLEGHENY

§
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15

Before me, the undersigned Notary Public in and for said Commonwealth, do hereby certify that Jeffrey L. Kelsa, North Region Land Manager, who signed the writing above for Cabot Oil & Gas Corporation, has this day acknowledged before me the said writing to be the act and deed of said corporation.

Given under my hand and notarial seal this 23rd day of September, 2013.

Anthony S. Tice
Notary Public



Prepared by and return to:

Cabot Oil & Gas Corporation
Five Point Center West - Suite 401
Pittsburgh, PA 15276-0130
09/19/2013

EXHIBIT "A"

Attached to and made part of that certain Declaration of Pooling and Unitization, covering lands within the boundaries of the D. Pritchard Unit No. 2, containing 461.144 acres, more or less.

	Lease No.	Lessor	Lessee	Effective Date	Instrument No.
1	37-14346	David W. Pritchard, a married man dealing in his sole and separate property	Cabot Oil and Gas Corporation	10/17/2009	200917723
2	37-10652	Carol M. Masters a/k/a Carole M. Masters, widow	Cabot Oil and Gas Corporation	4/27/2007	200706884
3	37-10080	M. Constantine Horn (a/k/a Constance Horn) a widow	Elenco Land Services, Inc.	7/18/2008	200812354
4	37-15797	David J. Schaefer and Denise E. Schaefer, husband and wife	Cabot Oil and Gas Corporation	9/30/2010	201022806
5	37-13688	Stanley J. Guracki and Linda Guracki, husband and wife	Chesapeake Appalachia, L.L.C.	12/30/2007	200802566
6	37-16177	Charles A. Murray and Kaye D. Murray, his wife	Cabot Oil and Gas Corporation	1/31/2011	201105973
7	37-10836	John J. Pierson and Cynthia S. Pierson, husband and wife	Cabot Oil and Gas Corporation	6/20/2007	200708589
8	37-17281	Martha Melyan Brunelle, a single woman	Southwestern Energy Production Company	10/26/2011	201114971
9	37-13463	Robert J. Wiedowisch, aka Robert Wiedowisch	Chesapeake Appalachia, L.L.C.	1/23/2008	200801781
10	37-16879	Adam Briggs and Paula L. Briggs, husband and wife	Elenco Land Services, Inc.	7/18/2008	200812353
11	37-16877	Edward A. Kujala and Elaine C. Kujala, husband and wife	Cabot Oil and Gas Corporation	7/9/2008	200811693
12	37-11580	Howard L. Gow and Sherilyn Gow, husband and wife	Cabot Oil and Gas Corporation	4/8/2008	200805949
13	37-15327	Glen T. Wall, single	Cabot Oil and Gas Corporation	1/22/2010	201006188
14	37-11493	Mark J. Runco and Margie T. Runco, husband and wife	Cabot Oil and Gas Corporation	2/26/2008	200804542
15	37-15548	Joseph G. Mazzuci, a single man	Cabot Oil and Gas Corporation	3/31/2010	201008800
16	37-11526	Mark C. Novak and Lori M. Novak, husband and wife	Cabot Oil and Gas Corporation	3/25/2008	200805180
17	37-11406	Christopher G. Nixon and Doreen M. Nixon, husband and wife	Cabot Oil and Gas Corporation	3/6/2008	200804063
18	37-11375	Oleh A. Poznachivsky and Margaret M. Poznachivsky, husband and wife	Cabot Oil and Gas Corporation	2/26/2008	200803870
19	37-17053	Barbara D. Diamond, single	Cabot Oil and Gas Corporation	5/31/2012	201210475
20	37-17071	John P. Fynes, a married man dealing in his sole and separate property and George V. Fynes, a married man dealing in his sole and separate property	Cabot Oil and Gas Corporation	6/25/2012	201212146
21	37-15258	John H. McFadden and Jennifer C. McFadden, husband and wife	Cabot Oil and Gas Corporation	3/24/2011	201109713
22	37-16187	Carlo L. Panera and Marika L. Panera, his wife	Cabot Oil and Gas Corporation	3/2/2011	201106346
23	37-16178	Charles A. Murray, a married man in his sole and separate property	Cabot Oil and Gas Corporation	1/31/2011	201105974
24	37-16274	Alvina K. Gow, a divorced woman, Carolyn R. Gow and Susan A. Gow, both single women	Cabot Oil and Gas Corporation	5/25/2011	201109694
25	37-15340	Amy J. Paolucci and John R. Transue, wife and husband	Cabot Oil and Gas Corporation	2/11/2010	201007258
26	37-17256	Deborah L. Kolt, a widow	Cabot Oil and Gas Corporation	3/27/2013	201307395

EXHIBIT "A"

Attached to and made part of that certain Declaration of Pooling and Unitization, covering lands within the boundaries of the D. Pritchard Unit No. 2, containing 461.144 acres, more or less.

	Lease No.	Lessor	Lessee	Effective Date	Instrument No.
27	37-15197	Jason Pappanastasiou, single Susan OdGreat Farrow and	Calot Oil and Gas Corporation	1/19/2010	200805106
28	37-12352	Rosale E. Beuchamp, wife and husband	Calot Oil and Gas Corporation	7/3/2008	200611645

EXHIBIT "B"

ATTACHED TO AND MADE PART OF THAT
CERTAIN DECLARATION OF POOLING AND
UNITIZATION FOR D. PRITCHARD UNIT NO. 2
Harford Townships, Susquehanna County, PA
dated the 23rd day of September, 2013

UNIT ACREAGE TABLE

LEASE NO.	LEASE NAME	ACRES IN UNIT	PERCENTAGE OF UNIT
37-16348	D. PRITCHARD	92.220	19.89282%
37-10992	C. MASTERS, ET AL	90.474	19.51477%
37-18989	G. HORN	89.898	19.43379%
37-15797	D. GLEMBORG	43.848	9.52387%
37-12488	S. GURSON	24.218	5.25722%
37-18177	G. MURRAY	23.191	5.02012%
37-10836	J. PIERSON	21.177	4.57262%
37-17281	M. BRUNELLE	19.508	4.28404%
37-13483	R. WICKSONING	17.218	3.72024%
37-18078	A. BRIGGS	10.007	2.18730%
37-18077	E. RENKE	3.298	0.71857%
37-11880	H. GOW	3.543	0.76917%
37-18327	B. WML	3.202	0.69544%
37-11433	M. NUNCO	3.182	0.69393%
37-18548	J. MASSUCCI	4.188	0.90920%
37-11828	M. NOVAK	4.198	0.90971%
37-11438	C. NICH	4.141	0.89584%
37-11378	D. POINAG-AMBRO	4.128	0.89162%
37-17883	B. DIAMOND	4.117	0.88780%
37-17871	L. FYNES	3.128	0.67912%
37-18228	J. MCFADDIN	2.192	0.47349%
37-18187	C. PANERA	2.182	0.47137%
37-19178	G. MURRAY	1.440	0.31218%
37-18274	A. GOW	1.854	0.40462%
37-18340	A. PAOLUCCI	1.844	0.40244%
37-17288	D. KOLT	0.898	0.19482%
37-12187	J. PAPPANASTASIOU	0.828	0.18082%
37-12332	S. PETROW	0.813	0.17582%
		461.144	100.00000%

UNIT PROPERTY

11	37-16348	D. PRITCHARD
12	37-10992	C. MASTERS, ET AL
13	37-18989	G. HORN
14	37-15797	D. GLEMBORG
15	37-12488	S. GURSON
16	37-18177	G. MURRAY
17	37-10836	J. PIERSON
18	37-17281	M. BRUNELLE
19	37-13483	R. WICKSONING
20	37-18078	A. BRIGGS
21	37-18077	E. RENKE
22	37-11880	H. GOW
23	37-18327	B. WML
24	37-11433	M. NUNCO
25	37-18548	J. MASSUCCI
26	37-11828	M. NOVAK
27	37-11438	C. NICH
28	37-11378	D. POINAG-AMBRO
29	37-17883	B. DIAMOND
30	37-17871	L. FYNES
31	37-18228	J. MCFADDIN
32	37-18187	C. PANERA
33	37-19178	G. MURRAY
34	37-18274	A. GOW
35	37-18340	A. PAOLUCCI
36	37-17288	D. KOLT
37	37-12187	J. PAPPANASTASIOU
38	37-12332	S. PETROW

UNIT PROPERTY

11	37-16348	D. PRITCHARD
12	37-10992	C. MASTERS, ET AL
13	37-18989	G. HORN
14	37-15797	D. GLEMBORG
15	37-12488	S. GURSON
16	37-18177	G. MURRAY
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37	37-12187	J. PAPPANASTASIOU
38	37-12332	S. PETROW

UNIT PROPERTY

11	37-16348	D. PRITCHARD
12	37-10992	C. MASTERS, ET AL
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15	37-12488	S. GURSON
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17	37-10836	J. PIERSON
18	37-17281	M. BRUNELLE
19	37-13483	R. WICKSONING
20	37-18078	A. BRIGGS
21	37-18077	E. RENKE
22	37-11880	H. GOW
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27	37-11438	C. NICH
28	37-11378	D. POINAG-AMBRO
29	37-17883	B. DIAMOND
30	37-17871	L. FYNES
31	37-18228	J. MCFADDIN
32	37-18187	C. PANERA
33	37-19178	G. MURRAY
34	37-18274	A. GOW
35	37-18340	A. PAOLUCCI
36	37-17288	D. KOLT
37	37-12187	J. PAPPANASTASIOU
38	37-12332	S. PETROW


Cabot Oil & Gas Corporation
D. PRITCHARD UNIT NO. 2
 UNIT MAP

PREPARED BY: [illegible]

EXHIBIT "B"

ATTACHED TO AND MADE PART OF THAT
CERTAIN THIRD AMENDED DECLARATION OF POOLING AND
UNITIZATION FOR D. PRITCHARD UNIT NO. 2

Harford Townships, Susquehanna County, PA
dated the 23rd day of ~~SEPTEMBER~~, 2012



NOTE:
Bearings are based on Pennsylvania
State Plane Coordinate System, North
Zone, NAD 83 Feet.



 **Cabot Oil & Gas Corporation**
D. PRITCHARD UNIT NO. 2
UNIT MAP

PREPARED BY
C/O

EXHIBIT "4"

MARY F. EVANS
 Register of Wills - Recorder of Deeds
 Clerk of Orphans' Court Division
 Court of Common Pleas of Susquehanna County
 PO BOX 215
 MONTROSE, PA 16801-4215
 (717) 278-4600



Instrument Number - 201211520
 Recorded On 9/27/2012 At 12:50:58 PM
 * Instrument Type - OIL POOLING
 Invoice Number - 132403
 * Grantor - SOUTHWESTERN ENERGY PRODUCTION CO
 * Grantee - ALLERACH, MARVIN S
 * Customer - SOUTHWESTERN ENERGY

* Total Pages - 6

* FEES
 STATE MORTGAGE TAX \$0.50
 RECORDING FEE - \$51.50
 RECORDER OF DEEDS
 COUNTY IMPROVEMENT FEE \$2.00
 RECORDER IMPROVEMENT FEE \$3.00
 TOTAL PAID \$57.00

This is a certification page
DO NOT DETACH
 This page is now part
 of this legal document.

RETURN DOCUMENT TO:
 STEPHEN FULTON
 1 PAULINE DRIVE
 CLARK SUMMIT, PA 16411

I hereby CERTIFY that this document is recorded in the
 Recorder's Office of Susquehanna County, Pennsylvania.



Mary F. Evans
 MARY F. EVANS
 RECORDER OF DEEDS

* - Information denoted by an asterisk may change during
 the verification process and may not be reflected on this page.



**DECLARATION OF POOLING
FOULGER GAS UNIT
NEWAHLFORD TOWNSHIP, SUSQUEHANNA COUNTY
COMMONWEALTH OF PENNSYLVANIA**

WHEREAS, SOUTHWESTERN ENERGY PRODUCTION COMPANY, an Arkansas corporation authorized to conduct business in the Commonwealth of Pennsylvania, hereinafter referred to as "SEPCO," is record owner of all of those oil and gas leases identified in Exhibit "A" to this Declaration of Pooling, hereinafter "Leases;" and,

WHEREAS, the tracts of land subject to the Leases have been represented by the lessors therein to constitute the aggregate number of acres of land in the Township(s) and County(ies), Pennsylvania set forth upon the Exhibit "A" to this Declaration of Pooling; and,

WHEREAS, SEPCO is authorized under the terms of the Leases to pool and/or unitize the lands covered thereby, or parts thereof, with other lands and leases, or parts thereof, to form units for the drilling, development and production of oil and gas therefrom; and,

WHEREAS, SEPCO has determined that the proper development of the reservoir underlying the Leases makes it necessary and advisable to pool and to combine the Leases and portions of Leases described in Exhibit "A," attached hereto and made a part hereof, into a single pool for the purpose of developing and producing oil and/or gas therefrom.

NOW, THEREFORE, for and in consideration of the premises and pursuant to the authority set forth in said Leases, SEPCO does hereby declare, pool, and combine said Leases, or portions thereof, into a single pool containing the aggregate number of acres identified in Exhibit "A," the boundary of which is depicted in red on the plat identified as Exhibit "B," attached hereto and made a part hereof, for the drilling, development, and production of oil and/or gas therefrom as to all formations occurring from the surface of the earth to the top of the Onondaga formation. To the extent of any inconsistency between the information contained in Exhibit "A" and that depicted on Exhibit "B," Exhibit "A" shall supersede and control.

The Unit created by this Declaration of Pooling shall be designated as the name set forth in Exhibit "A" to this Declaration of Pooling.

This Declaration of Pooling is made without prejudice to the rights of SEPCO to amend, restate, increase, reduce or to otherwise change or adjust the pool declared hereby from time to time as SEPCO determines to be necessary or convenient to the proper development of the affected reservoir.

IN WITNESS WHEREOF, SEPCO, acting by and through its duly authorized representative, has executed this Declaration of Pooling which shall be effective as of September 1, 2012.

Southwestern Energy Production Company

By: *[Signature]*
John Nicholas
General Manager- Appalachia Division

Exhibit "A"
Attached and made part of this certain Declaration of Pooling
effective September 1, 2013
Form 496-100

*The Declaration of Pooling shall be effective as to all transactions occurring from the parties of this form on the date of this Declaration.

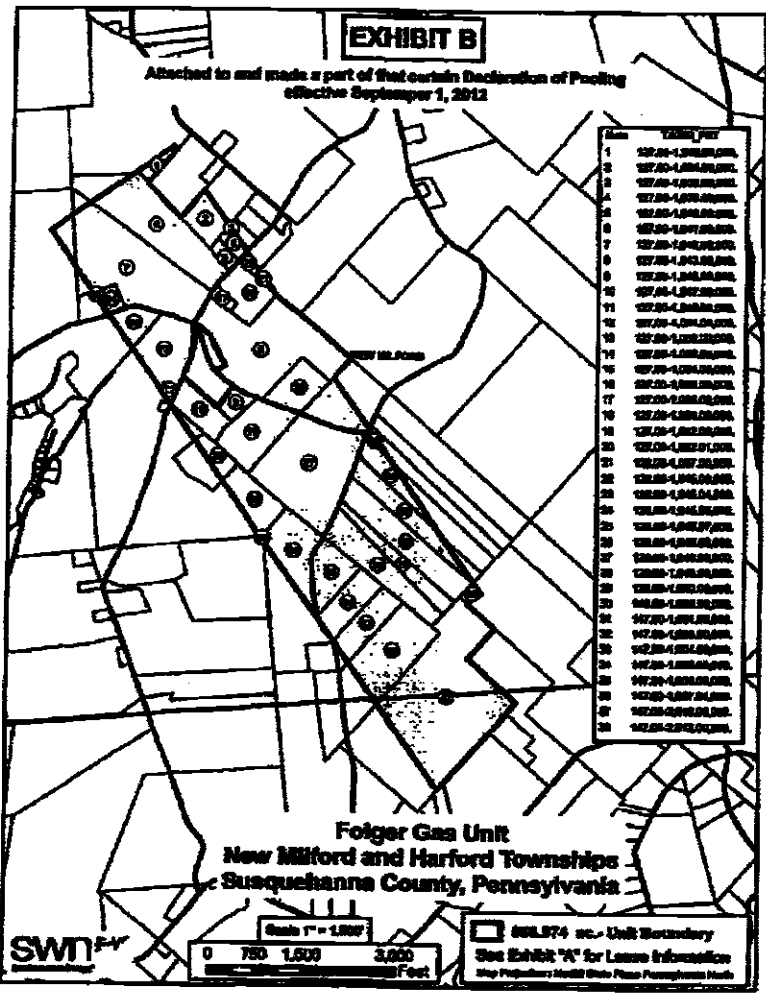
Number on Item	Item No.	Owner	Entity	Acquisition Date	Acquiring Date	Theoretical	Transfer	Cost	Acquired
1	11780/000	TRISTAR COMPANY	General Land Services, Inc.	02/07/07	02/07/07	127,000,000.00	New	127,000,000.00	127,000,000.00
2	11780/000	TRISTAR COMPANY	General Land Services, Inc.	02/07/07	02/07/07	127,000,000.00	New	127,000,000.00	127,000,000.00
3	11780/000	TRISTAR COMPANY	General Land Services, Inc.	02/07/07	02/07/07	127,000,000.00	New	127,000,000.00	127,000,000.00
4	11780/000	TRISTAR COMPANY	General Land Services, Inc.	02/07/07	02/07/07	127,000,000.00	New	127,000,000.00	127,000,000.00
5	11780/000	TRISTAR COMPANY	General Land Services, Inc.	02/07/07	02/07/07	127,000,000.00	New	127,000,000.00	127,000,000.00
6	11780/000	TRISTAR COMPANY	General Land Services, Inc.	02/07/07	02/07/07	127,000,000.00	New	127,000,000.00	127,000,000.00
7	11780/000	TRISTAR COMPANY	General Land Services, Inc.	02/07/07	02/07/07	127,000,000.00	New	127,000,000.00	127,000,000.00
8	11780/000	TRISTAR COMPANY	General Land Services, Inc.	02/07/07	02/07/07	127,000,000.00	New	127,000,000.00	127,000,000.00
9	11780/000	TRISTAR COMPANY	General Land Services, Inc.	02/07/07	02/07/07	127,000,000.00	New	127,000,000.00	127,000,000.00
10	11780/000	TRISTAR COMPANY	General Land Services, Inc.	02/07/07	02/07/07	127,000,000.00	New	127,000,000.00	127,000,000.00
11	11780/000	TRISTAR COMPANY	General Land Services, Inc.	02/07/07	02/07/07	127,000,000.00	New	127,000,000.00	127,000,000.00
12	11780/000	TRISTAR COMPANY	General Land Services, Inc.	02/07/07	02/07/07	127,000,000.00	New	127,000,000.00	127,000,000.00
13	11780/000	TRISTAR COMPANY	General Land Services, Inc.	02/07/07	02/07/07	127,000,000.00	New	127,000,000.00	127,000,000.00
14	11780/000	TRISTAR COMPANY	General Land Services, Inc.	02/07/07	02/07/07	127,000,000.00	New	127,000,000.00	127,000,000.00
15	11780/000	TRISTAR COMPANY	General Land Services, Inc.	02/07/07	02/07/07	127,000,000.00	New	127,000,000.00	127,000,000.00
16	11780/000	TRISTAR COMPANY	General Land Services, Inc.	02/07/07	02/07/07	127,000,000.00	New	127,000,000.00	127,000,000.00
17	11780/000	TRISTAR COMPANY	General Land Services, Inc.	02/07/07	02/07/07	127,000,000.00	New	127,000,000.00	127,000,000.00
18	11780/000	TRISTAR COMPANY	General Land Services, Inc.	02/07/07	02/07/07	127,000,000.00	New	127,000,000.00	127,000,000.00
19	11780/000	TRISTAR COMPANY	General Land Services, Inc.	02/07/07	02/07/07	127,000,000.00	New	127,000,000.00	127,000,000.00
20	11780/000	TRISTAR COMPANY	General Land Services, Inc.	02/07/07	02/07/07	127,000,000.00	New	127,000,000.00	127,000,000.00
21	11780/000	TRISTAR COMPANY	General Land Services, Inc.	02/07/07	02/07/07	127,000,000.00	New	127,000,000.00	127,000,000.00
22	11780/000	TRISTAR COMPANY	General Land Services, Inc.	02/07/07	02/07/07	127,000,000.00	New	127,000,000.00	127,000,000.00
23	11780/000	TRISTAR COMPANY	General Land Services, Inc.	02/07/07	02/07/07	127,000,000.00	New	127,000,000.00	127,000,000.00
24	11780/000	TRISTAR COMPANY	General Land Services, Inc.	02/07/07	02/07/07	127,000,000.00	New	127,000,000.00	127,000,000.00

*The indication of being sold by auction on by all furnished reports from the service of the report to the list of the completed transactions.

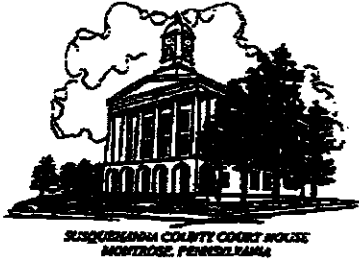
Receiver on 10/3	Lease No.	Lease	Lease	Lease	Lease Date	Recording Date	Recording Index	Net Initial Investment	Term Type	County	Area In Acres
23	13816/002	REDFORD, JOHN	Reed Land Service, Inc.	10/22/2007	10/22/2007	2007002	\$1,000,000.00	New Building	Shenandoah	11.40	
24	13816/003	REDFORD, JOHN	Reed Land Service, Inc.	10/22/2007	10/22/2007	2007003	\$1,000,000.00	New Building	Shenandoah	11.40	
25	13816/004	REDFORD, JOHN	Reed Land Service, Inc.	10/22/2007	10/22/2007	2007004	\$1,000,000.00	New Building	Shenandoah	11.40	
26	13816/005	REDFORD, JOHN	Reed Land Service, Inc.	10/22/2007	10/22/2007	2007005	\$1,000,000.00	New Building	Shenandoah	11.40	
27	13816/006	REDFORD, JOHN	Reed Land Service, Inc.	10/22/2007	10/22/2007	2007006	\$1,000,000.00	New Building	Shenandoah	11.40	
28	13816/007	REDFORD, JOHN	Reed Land Service, Inc.	10/22/2007	10/22/2007	2007007	\$1,000,000.00	New Building	Shenandoah	11.40	
29	13816/008	REDFORD, JOHN	Reed Land Service, Inc.	10/22/2007	10/22/2007	2007008	\$1,000,000.00	New Building	Shenandoah	11.40	
30	13816/009	REDFORD, JOHN	Reed Land Service, Inc.	10/22/2007	10/22/2007	2007009	\$1,000,000.00	New Building	Shenandoah	11.40	
31	13816/010	REDFORD, JOHN	Reed Land Service, Inc.	10/22/2007	10/22/2007	2007010	\$1,000,000.00	New Building	Shenandoah	11.40	
32	13816/011	REDFORD, JOHN	Reed Land Service, Inc.	10/22/2007	10/22/2007	2007011	\$1,000,000.00	New Building	Shenandoah	11.40	
33	13816/012	REDFORD, JOHN	Reed Land Service, Inc.	10/22/2007	10/22/2007	2007012	\$1,000,000.00	New Building	Shenandoah	11.40	
34	13816/013	REDFORD, JOHN	Reed Land Service, Inc.	10/22/2007	10/22/2007	2007013	\$1,000,000.00	New Building	Shenandoah	11.40	
35	13816/014	REDFORD, JOHN	Reed Land Service, Inc.	10/22/2007	10/22/2007	2007014	\$1,000,000.00	New Building	Shenandoah	11.40	
36	13816/015	REDFORD, JOHN	Reed Land Service, Inc.	10/22/2007	10/22/2007	2007015	\$1,000,000.00	New Building	Shenandoah	11.40	
37	13816/016	REDFORD, JOHN	Reed Land Service, Inc.	10/22/2007	10/22/2007	2007016	\$1,000,000.00	New Building	Shenandoah	11.40	
38	13816/017	REDFORD, JOHN	Reed Land Service, Inc.	10/22/2007	10/22/2007	2007017	\$1,000,000.00	New Building	Shenandoah	11.40	
39	13816/018	REDFORD, JOHN	Reed Land Service, Inc.	10/22/2007	10/22/2007	2007018	\$1,000,000.00	New Building	Shenandoah	11.40	
40	13816/019	REDFORD, JOHN	Reed Land Service, Inc.	10/22/2007	10/22/2007	2007019	\$1,000,000.00	New Building	Shenandoah	11.40	
41	13816/020	REDFORD, JOHN	Reed Land Service, Inc.	10/22/2007	10/22/2007	2007020	\$1,000,000.00	New Building	Shenandoah	11.40	
42	13816/021	REDFORD, JOHN	Reed Land Service, Inc.	10/22/2007	10/22/2007	2007021	\$1,000,000.00	New Building	Shenandoah	11.40	
43	13816/022	REDFORD, JOHN	Reed Land Service, Inc.	10/22/2007	10/22/2007	2007022	\$1,000,000.00	New Building	Shenandoah	11.40	
44	13816/023	REDFORD, JOHN	Reed Land Service, Inc.	10/22/2007	10/22/2007	2007023	\$1,000,000.00	New Building	Shenandoah	11.40	
45	13816/024	REDFORD, JOHN	Reed Land Service, Inc.	10/22/2007	10/22/2007	2007024	\$1,000,000.00	New Building	Shenandoah	11.40	
46	13816/025	REDFORD, JOHN	Reed Land Service, Inc.	10/22/2007	10/22/2007	2007025	\$1,000,000.00	New Building	Shenandoah	11.40	
47	13816/026	REDFORD, JOHN	Reed Land Service, Inc.	10/22/2007	10/22/2007	2007026	\$1,000,000.00	New Building	Shenandoah	11.40	
48	13816/027	REDFORD, JOHN	Reed Land Service, Inc.	10/22/2007	10/22/2007	2007027	\$1,000,000.00	New Building	Shenandoah	11.40	
49	13816/028	REDFORD, JOHN	Reed Land Service, Inc.	10/22/2007	10/22/2007	2007028	\$1,000,000.00	New Building	Shenandoah	11.40	
50	13816/029	REDFORD, JOHN	Reed Land Service, Inc.	10/22/2007	10/22/2007	2007029	\$1,000,000.00	New Building	Shenandoah	11.40	
51	13816/030	REDFORD, JOHN	Reed Land Service, Inc.	10/22/2007	10/22/2007	2007030	\$1,000,000.00	New Building	Shenandoah	11.40	

EXHIBIT B

Attached to and made a part of that certain Declaration of Pooling effective September 1, 2012



MARY F. EVANS
Register of Wills - Recorder of Deeds
Clerk of Orphans' Court Division
Court of Common Pleas of Susquehanna County
PO BOX 218
MONTROSE, PA 16801-0218
(570) 278-4600



Instrument Number - 181383698
Recorded On 3/25/2013 At 11:41:19 AM
* Instrument Type - OIL POOLING
Invoice Number - 144783
* Grantor - SOUTHWESTERN ENERGY PRODUCTION CO
* Grantee - ALLEBACH, MARVIN S
* Customer - SOUTHWESTERN ENERGY

* Total Pages - 7

* **FEE**
STATE WERT TAX \$0.50
RECORDING FEE \$50.00
RECORDER OF DEEDS
COUNTY IMPROVEMENT FEE \$2.00
RECORDER IMPROVEMENT FEE \$3.00
TOTAL PAID \$55.50

This is a certification page
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RETURN DOCUMENT TO:
SOUTHWESTERN ENERGY
2350 N SAN HOUSTON PARKWAY EAST
SUITE 125
HOUSTON, TX 77032
ATTN: MONICA

I hereby CERTIFY that this document is recorded in the
Recorder's Office of Susquehanna County, Pennsylvania.



Mary F. Evans
MARY F. EVANS
RECORDER OF DEEDS

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the verification process and may not be reflected on this page.



**AMENDED DECLARATION OF POOLING
FOLGER GAS UNIT
NEW MILFORD TOWNSHIP, SUSQUEHANNA COUNTY**

WHEREAS, SOUTHWESTERN ENERGY PRODUCTION COMPANY, an Arkansas corporation authorized to conduct business in the Commonwealth of Pennsylvania, hereinafter referred to as "SEPCO," is record owner of all of those oil and gas leases identified upon the Exhibit "A" to this Amended Declaration of Pooling, hereinafter "The Leases,"

WHEREAS, the tracts of land subject to the Leases have been represented by the lessor therein to constitute at least the aggregate number of acres of land in the Township(s) and County(ies), Pennsylvania set forth in those leases and as reported upon the Exhibit "A" to this Amended Declaration of Pooling; and,

WHEREAS, SEPCO pooled and combined those certain oil and gas leases, all of which are listed herein on Exhibit "A," such declaration was recorded on September 27, 2012, among the records of Susquehanna County, Pennsylvania as Instrument No. 20121820, hereinafter referred to as the "Original Declaration of Pooling" and,

WHEREAS, SEPCO has acquired all of the Leases within the Original Pooling of the Folger Gas Unit from Cabot Oil and Gas Corporation by that certain assignment of oil and gas leases executed by all parties December 15, 2010 and dated effective December 15, 2010; and,

WHEREAS, SEPCO has acquired all of the Leases within the Original Pooling of the Folger Gas Unit from Talisman Energy USA, Inc. (Talisman) by that certain assignment of oil and gas leases executed by SEPCO on November 15, 2012 and by Talisman on November 16, 2012 and dated effective November 16, 2012; and,

WHEREAS, SEPCO has acquired additional Leases adjacent to such properties since the Original Pooling; and,

WHEREAS, SEPCO has determined that the proper development of the reservoir underlying the Leases makes it necessary and advisable to amend, pool and to combine the Leases and portions of Leases described in Exhibit "A," attached hereto and made a part hereof, into a single amended pool for the purpose of developing and producing oil and/or gas therefrom; and,

WHEREAS, as it is authorized under the terms of the Leases and right as operator SEPCO surveyed the unit boundary and the boundaries of the internal tracts comprising the Folger Gas Unit through the services of a professional land surveyor in order to better determine the acreage and interest attributable to each or portions of each Lease pooled hereto; and

NOW, THEREFORE, for and in consideration of the premises and pursuant to the authority set forth in said Leases, SEPCO does hereby revise, amend, declare, pool, and combine said Leases or portions thereof, into a single pool containing the aggregate number of acres identified in Exhibit "A," the boundary of which is depicted on the plat identified as Exhibit "B," attached hereto and made a part hereof, for the drilling, development, and production of oil and/or gas therefrom as to all formations occurring within the depths identified in Exhibit "A" to this Amended Declaration of Pooling. To the extent of any inconsistency between the information contained on Exhibit "A" and that depicted on Exhibit "B," Exhibit "A" shall supersede and control.

The Unit created by this Amended Declaration of Pooling shall be designated as the name set forth in Exhibit "A."

This Amended Declaration of Pooling is made without prejudice to the rights of SEPCO to amend, to restate, to increase, to reduce and to otherwise change or adjust the pool declared hereby from time to time as SEPCO determines to be necessary or convenient to the proper development of the affected reservoir.

IN WITNESS WHEREOF, SEPCO, acting by and through its duly authorized representative, has executed this Amended Declaration of Pooling which shall be effective as of March 19, 2013.

Southwestern Energy Production Company

By: *J. K. Nicholas* *CNP*
BN
Joseph K. Nicholas
Its: General Manager- Appalachia

ACKNOWLEDGMENT BY CORPORATION

State of Texas

§

County of Harris

§

§

On this 12th day of March, 2012, before me, the undersigned Notary Public in and for the said county and state, personally appeared John R. Nicholas, to me personally known, who, being by me duly sworn, did say that he is the General Manager - Appalachia of SOUTHWESTERN ENERGY PRODUCTION COMPANY, and that said instrument was signed in behalf of said corporation by authority of its Board of Directors, and said John R. Nicholas, acknowledged said instrument to be the free act and deed of said corporation.

Maria S. Hutcherson
Notary Public

My commission expires: 5/12/14



Exhibit "B"
 Attached and made part of that Certain Amended Declaration of Pooling effective March 19, 2013
 Folger Gas Unit

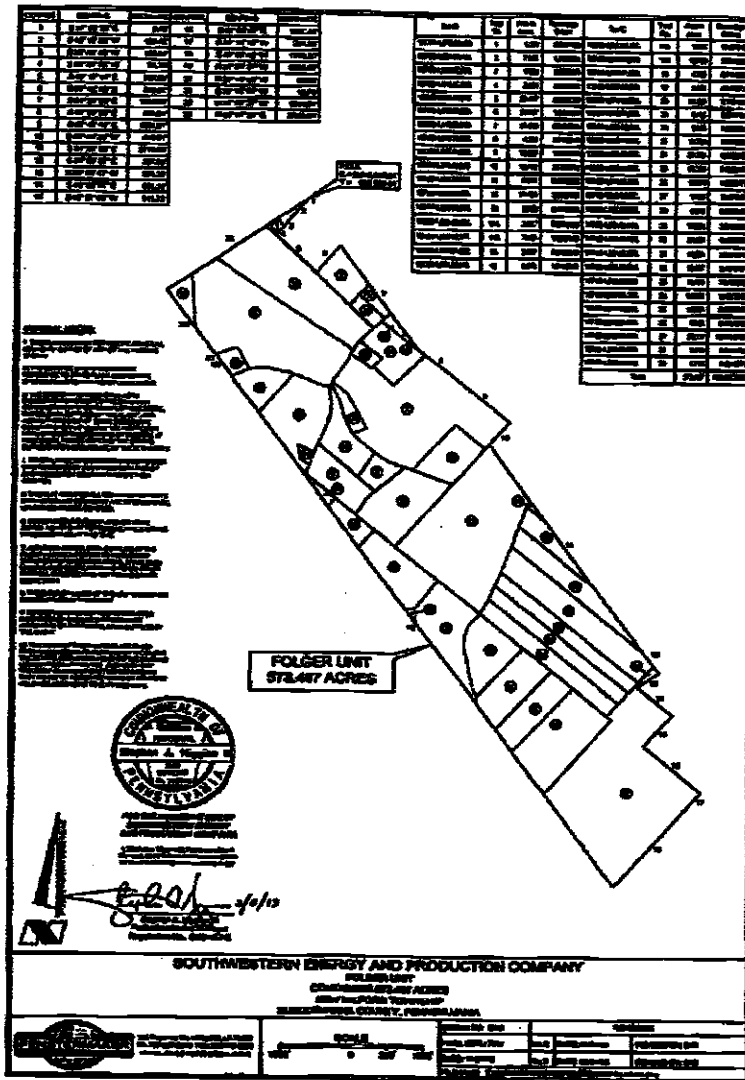
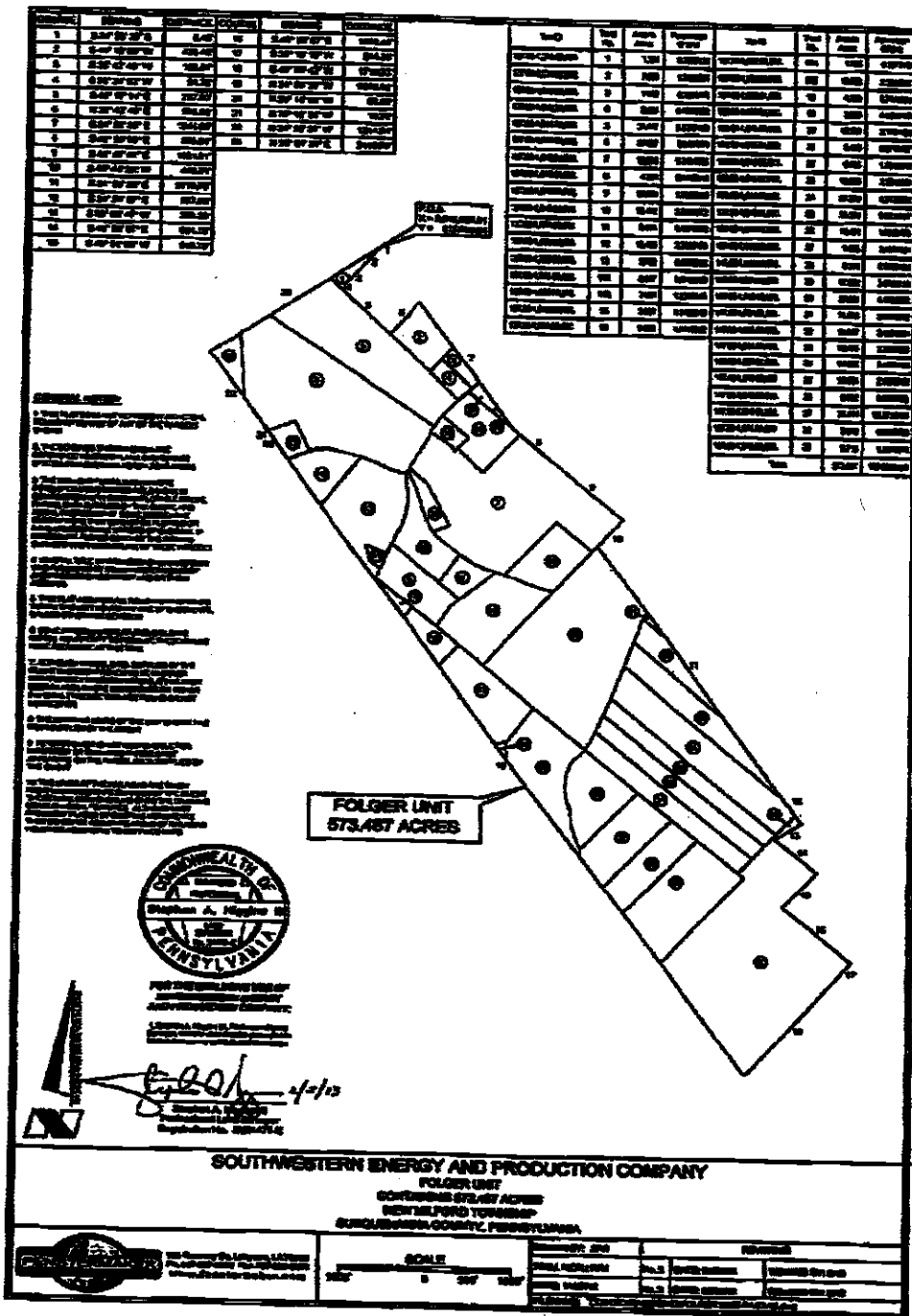


Exhibit "B"
 Attached and made part of that Certain Amended Declaration of Pooling effective March 19, 2013
 Folger Gas Unit



MARY F. EVANS
Register of Wills - Recorder of Deeds
Clerk of Orphans' Court Division
Court of Common Pleas of Susquehanna County
PO BOX 213
MONTROSE, PA 16801-0213
(570) 278-4600



SUSQUEHANNA COUNTY COURT HOUSE
MONTROSE, PENNSYLVANIA

Instrument Number - 201309227
Recorded On 7/23/2013 At 12:02:56 PM
* Instrument Type - OIL POOLING
Invoice Number - 149393
* Grantor - SOUTHWESTERN ENERGY PRODUCTION CO
* Grantee - ALLERACH, MARVIN S
* Customer - SOUTHWESTERN ENERGY

* Total Pages - 6

*** FEES**
STATE WRIT TAX \$0.50
RECORDING FEES - \$48.00
RECORDER OF DEEDS
COUNTY IMPROVEMENT FEE \$2.00
RECORDER IMPROVEMENT FEE \$3.00
TOTAL PAID \$53.50

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of this legal document.

RETURN DOCUMENT TO:
SOUTHWESTERN ENERGY
2330 N SAM HOUSTON PARKWAY EAST
SUITE 125
HOUSTON, TX 77032
ATTN: MONICA

I hereby CERTIFY that this document is recorded in the
Recorder's Office of Susquehanna County, Pennsylvania.



Mary F. Evans
MARY F. EVANS
RECORDER OF DEEDS

* - Information denoted by an asterisk may change during
the verification process and may not be reflected on this page.



**AMENDED DECLARATION OF POOLING
FOLGER GAS UNIT
NEW MILFORD TOWNSHIP, SUSQUEHANNA COUNTY
COMMONWEALTH OF PENNSYLVANIA**

WHEREAS, SOUTHWESTERN ENERGY PRODUCTION COMPANY, an Arkansas corporation authorized to conduct business in the Commonwealth of Pennsylvania, hereinafter referred to as "SEPCO," is record owner of all of those oil and gas leases identified in Exhibit "A" to this Amended Declaration of Pooling, hereinafter "Leases,"

WHEREAS, the tracts of land subject to the Leases have been represented by the lessor therein to constitute at least the aggregate number of acres of land in the Township(s) and County(ies), Pennsylvania set forth in those leases and as reported upon the Exhibit "A" to this Amended Declaration of Pooling; and,

WHEREAS, SEPCO is authorized under the terms of the Leases to pool and/or to unitize the lands covered thereby, or parts thereof, with other lands and leases to form drilling units for the development and production of oil and gas therefrom; and,

WHEREAS, by Declaration of Pooling dated effective September 1, 2012, SEPCO pooled and combined those certain oil and gas leases, all of which are listed herein on Exhibit "A," such declaration was recorded on September 27, 2012, among the records of Susquehanna County, Pennsylvania as Instrument No. 201211820, hereinafter referred to as the "Original Declaration of Pooling," and further amended such pooling by execution of that certain Amended Declaration of Pooling dated effective March 19, 2013 and recorded on March 25, 2013, among the records of Susquehanna County, Pennsylvania as Instrument No. 201303690 referred to as the "Amended Pooling;" and,

WHEREAS, SEPCO has corrected the allocation of acres for tracts 14A and 14B on Exhibit "A" attached to this Amended Declaration of Pooling; and

WHEREAS, as it is authorized under the terms of the Leases and rights as operator SEPCO surveyed the unit boundary and the boundaries of the internal tracts comprising the Folger Gas Unit through the services of a professional land surveyor in order to better determine the acreage and interest attributable to each or portions of each Lease pooled herein; and

NOW, THEREFORE, for and in consideration of the premises and pursuant to the authority set forth in said Leases, SEPCO does hereby revise, amend, declare, pool, and combine said Leases or portions thereof, into a single pool containing the aggregate number of acres identified in Exhibit "A," the boundary of which is depicted on the plat identified as Exhibit "B," attached hereto and made a part hereof, for the drilling, development, and production of oil and/or gas therefrom as to all formations and depths. To the extent of any inconsistency between the information contained on Exhibit "A" and that depicted on Exhibit "B," Exhibit "A" shall supersede and control.

This Amended Declaration of Pooling shall supersede and replace all previously recorded pooling's effective as of the date identified in Exhibit "A" hereof. The unit created by this Amended Declaration of Pooling shall be and the same is hereby designated as the name set forth in the Exhibit "A."

This Amended Declaration of Pooling is made without prejudice to the rights of SEPCO to amend, to restate, to increase, to reduce and to otherwise change or adjust the pool declared hereby from time to time as SEPCO determines to be necessary or convenient to the proper development of the affected reservoir.

IN WITNESS WHEREOF, SEPCO, acting by and through its duly authorized representative, has executed this Amended Declaration of Pooling which shall be effective as of February 23, 2013.

Southwestern Energy Production Company

By: 

Jim K. Dewbre

Its: Sr. Vice President - Land

ACKNOWLEDGMENT BY CORPORATION

State of Texas

§

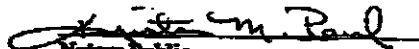
County of Harris

§

§

On this, the ^{19th} day of July, 2013, before me Keith M. Paul the undersigned officer, personally appeared Jim R. Dewbre, who acknowledged himself to be the Sr. Vice President - Land of Southwestern Energy Production Company, a corporation, and that he as such officer, being authorized to do so, executed the foregoing instrument for the purposes therein contained by signing the name of the corporation by himself as Sr. Vice President - Land.

In Witness Whereof, I hereunto set my hand and Notarial seal.


Notary Public

My commission expires:



Exhibit "A"
Attached to and made part of that certain Amended Declaration of Pooling
effective February 23, 2013

Number on Map	Lease No.	Lessor	Lessee	Lease Date	Recording Date	Recording Information	Tract Parcel ID	Township	County	Area in Pooled Unit
1	112087000	Alfrench, Myra S	Exxon Oil & Gas Corp.	02/08/2007	04/09/2007	200703228	137.00-1.019.00	New Milford	Susquehanna	1.531
2	111181000	Spencer, James F & Doris A	Exxon Land Services, Inc.	04/04/2008	04/05/2008	200803964	137.00-1.014.00	New Milford	Susquehanna	7.509
3	114481000	Cudley, Kathleen E	Exxon Land Services, Inc.	01/15/2008	10/01/2008	200813156	137.00-1.059.00	New Milford	Susquehanna	3.823
4	114481000	Myrtle Hill, Sherry L	Exxon Land Services, Inc.	01/15/2008	10/01/2008	200813157	137.00-1.058.00	New Milford	Susquehanna	3.504
5	112087000	Farley, Ronald G & Bernice F	Exxon Land Services, Inc.	04/07/2008	04/30/2008	200801465	137.00-1.041.00	New Milford	Susquehanna	3.447
6	111977000	Erwin, Mary E	Exxon Land Services, Inc.	02/19/2008	03/20/2008	200802401	137.00-1.042.00	New Milford	Susquehanna	33.027
7	119019000	Tracy, Christopher T & Catherine A	Exxon Land Services, Inc.	10/08/2008	11/29/2008	200817722	137.00-1.043.00	New Milford	Susquehanna	59.586
8	111181000	Barley, Jim & Yvette	Exxon Land Services, Inc.	11/04/2007	01/23/2008	200800864	137.00-1.046.00	New Milford	Susquehanna	4.251
9	112750000	Polgar, David M & Theresa	Exxon Land Services, Inc.	06/16/2008	07/16/2008	200810561	137.00-1.047.00	New Milford	Susquehanna	10.229
10	112912000	Brath, Jason W & Danielle M	Exxon Land Services, Inc.	04/19/2008	05/06/2008	200805105	137.00-1.048.00	New Milford	Susquehanna	16.472
11	700320000	Gardner, Sarah A	Southern Energy Production Company	08/26/2011	10/12/2011	201112313	137.00-1.051.00	New Milford	Susquehanna	0.904
12	110451000	Thayer, Wilford & Mildred	Exxon Land Services, Inc.	10/19/2007	11/21/2007	200713709	137.00-1.052.00	New Milford	Susquehanna	39.435
13	117776000	Schubert, Thomas E & Josephine G	Exxon Land Services, Inc.	07/27/2011	08/29/2011	201110870	137.00-1.053.00	New Milford	Susquehanna	2.192
14A	124613001	Wright, James E & Lydia I	Southern Energy Production Company	04/27/2011	07/21/2011	201109164	137.00-1.055.00	New Milford	Susquehanna	1.943
14B	124613002	Reig, Michael A	Southern Energy Production Company	04/27/2011	07/21/2011	201109165	137.00-1.055.00	New Milford	Susquehanna	1.172
14C	124613003	Wright, James E & Lydia I	Southern Energy Production Company	04/27/2011	07/21/2011	201109166	137.00-1.055.00	New Milford	Susquehanna	4.734
14D	124613004	Reig, Michael A	Southern Energy Production Company	04/27/2011	07/21/2011	201109167	137.00-1.055.00	New Milford	Susquehanna	2.367
15	118183000	Hewitts, Billy Joe & Carol J	Exxon Land Services, Inc.	09/04/2009	10/19/2009	200915468	137.00-1.080.00	New Milford	Susquehanna	2.007
16	124909000	Cones, Mary	Southern Energy Production Company	04/09/2011	10/12/2011	201112130	137.00-1.081.00	New Milford	Susquehanna	9.916
17A	110481000	Blair, Russell E & Jean M	Exxon Land Services, Inc.	10/29/2007	11/27/2007	200712028	137.00-1.082.00	New Milford	Susquehanna	1.125
17B	110482000	Blair, Russell E & Jean M	Exxon Land Services, Inc.	10/29/2007	11/27/2007	200712029	137.00-1.082.00	New Milford	Susquehanna	13.788
18	111819000	Roberts, Julia A & Mark	Exxon Land Services, Inc.	12/15/2007	01/25/2008	200801058	137.00-1.083.00	New Milford	Susquehanna	4.266
19	125930000	The Burton Family Partnership of Norman Whitson, William H & Carol L	Exxon Oil and Gas Corp.	12/01/2009	01/29/2010	201004199	137.00-1.007.00	New Milford	Susquehanna	0.325
20	120464000	Whitson, Wendy H	Exxon Land Services, Inc.	05/23/2010	06/09/2010	201008276	137.00-1.045.00	New Milford	Susquehanna	11.539
21	117869000	Geisler, Dominick & Denise M	Exxon Land Services, Inc.	08/19/2009	09/23/2009	200914266	137.00-1.041.04	New Milford	Susquehanna	0.408
22	117869000	Zimmerman, Robert A	Exxon Land Services, Inc.	04/10/2009	05/29/2009	200914258	137.00-1.041.04	New Milford	Susquehanna	5.086
23	118569000	Whitson, John	Exxon Land Services, Inc.	10/29/2009	11/19/2009	200917937	137.00-1.041.07	New Milford	Susquehanna	11.959
24	120464000	Whitson, William H & Carol L	Exxon Land Services, Inc.	05/23/2010	06/09/2010	201008177	137.00-1.041.08	New Milford	Susquehanna	21.329

Exhibit "A"
Attached to and made part of that certain Amended Declaration of Pooling
effective February 23, 2013

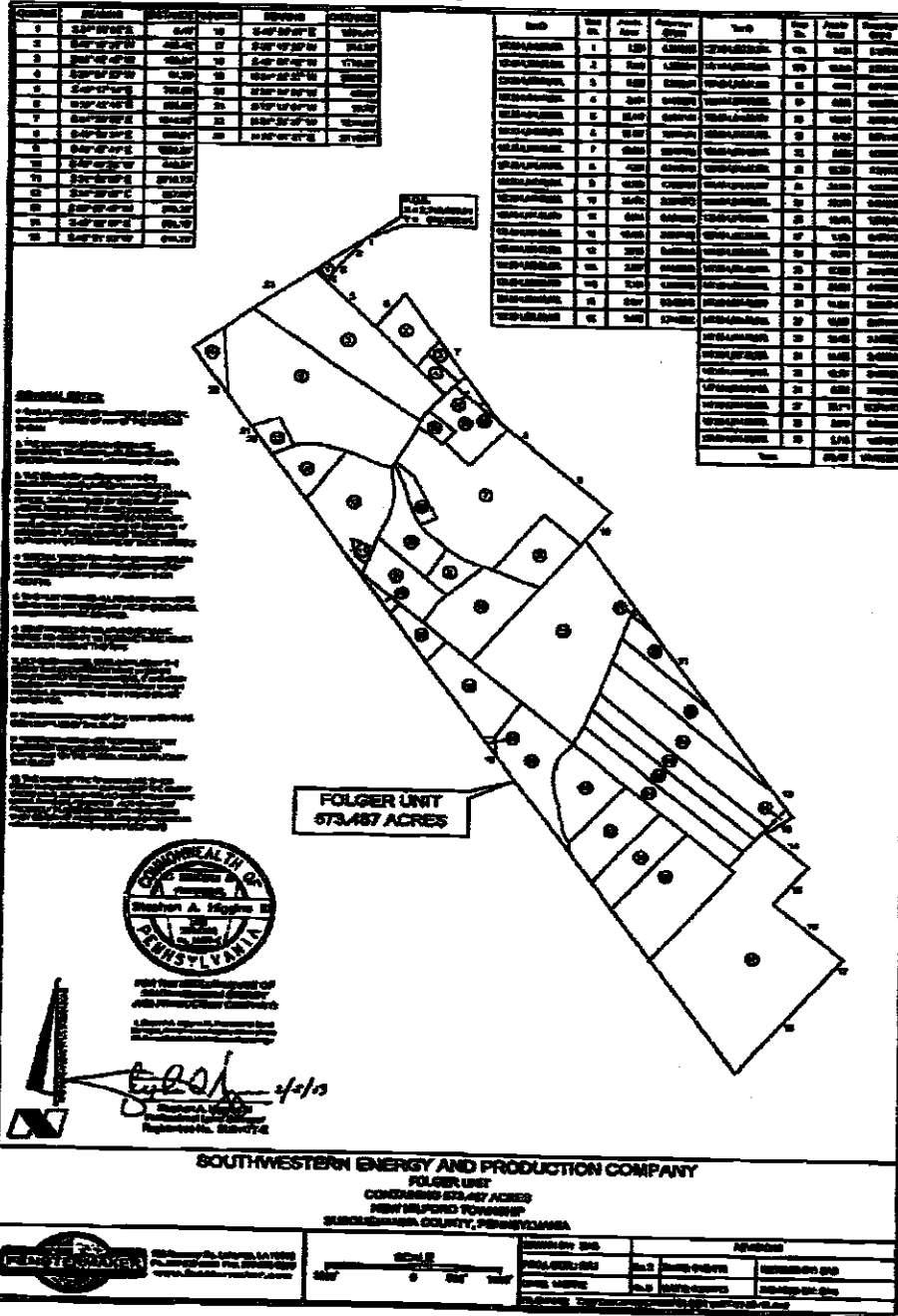
Number on Map	Lease No.	Lessor	Lessee	Lease Date	Recording Date	Recording Information	Tax Parcel ID	Township	County	Acres in Pooled Unit
25	119071/000	Soper, Susan Ann & James A.J. Alexander, Robert S, Jr & Cheryl Alexander, David	Elanco Land Services, Inc.	12/19/2009	04/25/2010	201004653	121.00-1,046.00	New Milford	Susquehanna	56.390
26	119331/000	Traylor, Susan I	Elanco Land Services, Inc.	10/21/2008	11/21/2008	200811219	126.00-1,046.00	New Milford	Susquehanna	20.472
27	118372/000	Traylor, Edward	Elanco Land Services, Inc.	09/23/2008	04/09/2008	200804153	128.00-1,050.00	New Milford	Susquehanna	1.135
28	118817/000	Updike, Howard L & Beverly F	Elanco Land Services, Inc.	11/12/2007	12/21/2007	200712287	146.00-1,026.00	New Milford	Susquehanna	0.878
29	110623/000	Gardner, Timothy A; Gardner, Diana Ann	Elanco Land Services, Inc.	11/02/2007	12/21/2007	200712287	147.00-1,001.00	New Milford	Susquehanna	17.652
30	12464/000	Cabrera, Richard B. Shiga	Southwestern Energy Production Company	12/07/2010	12/27/2010	201012795	147.00-1,009.00	New Milford	Susquehanna	24.901
31	11227/000	Smith, Cyril L & Barbara G	Elanco Land Services, Inc.	04/17/2008	04/29/2008	200804155	147.00-1,004.00	New Milford	Susquehanna	11.548
32	12682/000	DeBorja, Richard A. Eason	Southwestern Energy Production Company	12/07/2010	12/27/2010	201012795	147.00-1,005.00	New Milford	Susquehanna	13.307
33	11181/000	Williams, James D & Brian D	Elanco Land Services, Inc.	02/29/2008	04/09/2008	200804153	147.00-1,006.00	New Milford	Susquehanna	13.476
34	11746/000	Quinn, Robert B. Eason	Elanco Land Services, Inc.	08/04/2009	09/29/2009	200912157	147.00-1,007.01	New Milford	Susquehanna	14.015
36	77099/000	Quinn, Robert B. Eason	Elanco Land Services, Inc.	10/26/2011	12/07/2011	201112071	147.00-1,007.01	New Milford	Susquehanna	13.564
37	12654/000	Brunch, Virginia M. Eason	Southwestern Energy Production Company	12/07/2010	12/27/2010	201012798	147.00-1,012.00	New Milford	Susquehanna	0.723
38	198619	Roberts, Richard A & Elaine F	Southwestern Energy Production Company	09/19/2009	07/14/2010	201007051	147.00-1,044.00	New Milford	Susquehanna	3.010
39	12397/000	Rob. William G & Janet M.	Calco Oil and Gas Corp.	12/09/2009	02/10/2010	201002124	232.00-1,045.00	New Milford	Susquehanna	9.715
									Total	579.487

End of Exhibit "A"

Exhibit "B"

Attached and made part of that Certain Amended Declaration of Pooling
 Dated effective February 23, 2013

Folger Gas Unit



End of Exhibit "B"

B-1

EXHIBIT "5"

MARY F. EVANS
 Register of Wills - Recorder of Deeds
 Clerk of Orphans' Court Judge
 Court of Common Pleas of Susquehanna County
 PO BOX 212
 MONTROSE, PA 16801-0112
 (717) 271-4884



*Susquehanna County Court House
 Montrose, Pennsylvania*

Instrument Number - 2012020
 Recorded On 04/26/12 10:53:00 PM
 Instrument Type - OIL POOLING
 Invoice Number - 17287
 Grantor - SOUTHWESTERN ENERGY PRODUCTION CO
 Grantee - NOLAN, DEVENLY J
 Custodian - SOUTHWESTERN ENERGY

*Total Pages - 5

FEE
 STATE WALK FEE 40.00
 RECORDING FEE - 435.00
 RECORDER OF DEEDS
 COUNTY IMPROVEMENT FEE 32.00
 RECORDER IMPROVEMENT FEE 33.00
 TOTAL PAID 432.00

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RETURN DOCUMENT TO:
 SUSANNE FOLSON
 1 PAOLINE DRIVE
 CLARKSBURG, PA 16811

Therby CERTIFY that this document is recorded in the
 Recorder's Office of Susquehanna County, Pennsylvania.



Mary F. Evans
 MARY F. EVANS
 RECORDER OF DEEDS

* Information changed by us within any change during
 the recording process and may not be reflected on this page.



**DECLARATION OF POOLING
INNES SOUTH GAS UNIT
NEW MILFORD AND HARFORD TOWNSHIPS, SUSQUEHANNA COUNTY
COMMONWEALTH OF PENNSYLVANIA**

WHEREAS, SOUTHWESTERN ENERGY PRODUCTION COMPANY, an Arkansas corporation authorized to conduct business in the Commonwealth of Pennsylvania, hereinafter referred to as "SEPCO," is record owner of all of those oil and gas leases identified in Exhibit "A" to this Declaration of Pooling, hereinafter "Leases;" and

WHEREAS, the tracts of land subject to the Leases have been represented by the lessors therein to constitute the aggregate number of acres of land in the Township(s) and County(ies), Pennsylvania set forth upon the Exhibit "A" to this Declaration of Pooling; and,

WHEREAS, SEPCO is authorized under the terms of the Leases to pool and/or to unitize the lands covered thereby, or parts thereof, with other lands and leases to form drilling units for the development and production of oil and gas therefrom; and,

WHEREAS, SEPCO has determined that the proper development of the reservoir underlying the Leases makes it necessary and advisable to pool and to combine the Leases and portions of Leases described in Exhibit "A," attached hereto and made a part hereof, into a single pool for the purpose of developing and producing oil and/or gas therefrom; and,

NOW, THEREFORE, for and in consideration of the premises and pursuant to the authority set forth in said Leases, SEPCO does hereby declare, pool, and combine said Leases or portions thereof, into a single pool containing the aggregate number of acres identified in Exhibit "A," the boundary of which is depicted in red on the plat identified as Exhibit "B," attached hereto and made a part hereof, for the drilling, development, and production of oil and/or gas therefrom as to all formations occurring within the depths identified in Exhibit "A" to this Declaration of Pooling. To the extent of any inconsistency between the information contained on Exhibit "A" and that depicted on Exhibit "B," Exhibit "A" shall supersede and control.

The Unit created by this Declaration of Pooling shall be designated as the name set forth in Exhibit "A" to this Declaration of Pooling.

This Declaration of Pooling is made without prejudice to the rights of SEPCO to amend, restate, increase, reduce and otherwise change or adjust the pool declared hereby from time to time as SEPCO determines to be necessary or convenient to the proper development of the affected reservoir.

IN WITNESS WHEREOF, SEPCO, acting by and through its duly authorized representative, has executed this Declaration of Pooling which shall be effective as of July 1, 2012.

Southwestern Energy Production Company

By: 
Jim R. Dewbre
Its: Sr. V. P. - Land

ACKNOWLEDGMENT BY CORPORATION

State of Texas :
County of Harris : SS

On this, the 5 day of July, 2017, before me Theresa Acosta, the undersigned officer, personally appeared Jim E. Dewine, who acknowledged himself to be the Sr. Vice President - Land of Southeastern Energy Production Company, a corporation, and that he as such officer, being authorized to do so, executed the foregoing instrument for the purposes therein contained by signing the same of the corporation by himself as Sr. Vice President - Land.

In Witness Whereof I hereunto set my hand and Notarial seal.

Theresa Acosta
Notary Public

My commission expires
12/1/18



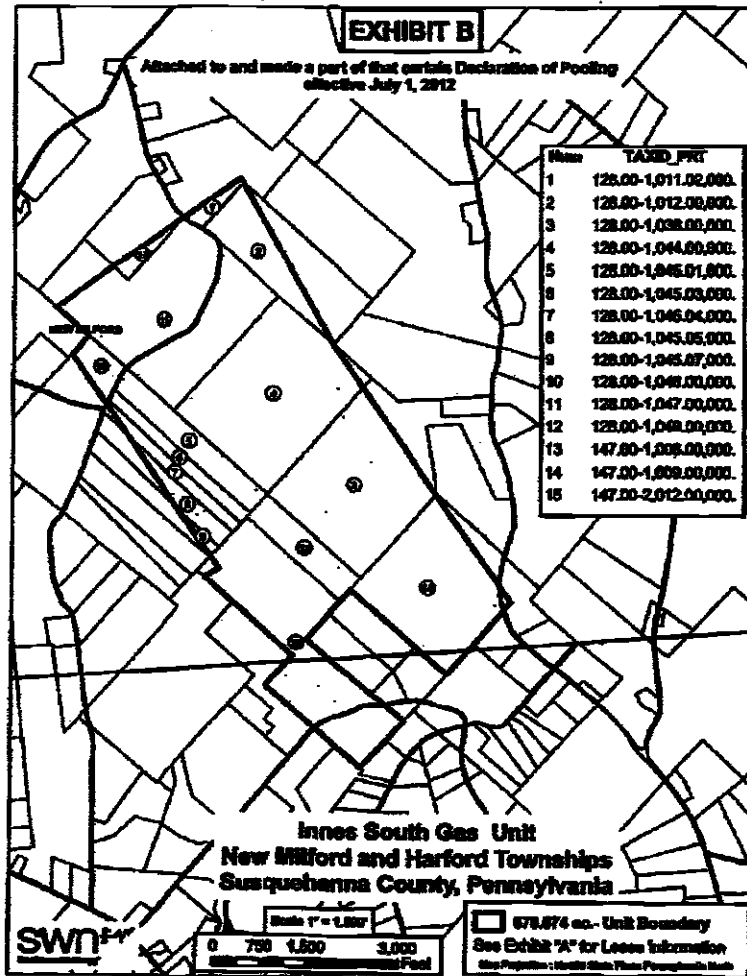
EXHIBIT "A"

Amended and amended report of that certain Declaration of Funding effective July 1, 2002

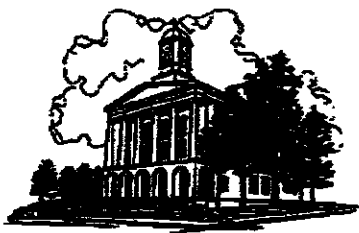
Form 605 (01/02)

This Declaration of Funding shall be effective as to all technology resulting from the making of the work to the top of the Copyright Protection.

Member Entity	Form No.	Letter	Working Interest Owner	Start Date	Ending Subversion	Net Present Value	Termable	County	Area In-Paid Rate ¹⁰
1	11/24/2001	NOLAN, MICHAEL J & EDWARD C	SEPCO	11/24/2001	12/31/2002	12,000,000.00	New Market	Carroll	5.00%
2	11/24/2001	MAHONEY, RONALD L & JANE P	SEPCO	11/24/2001	12/31/2002	12,000,000.00	New Market	Carroll	5.00%
3	11/24/2001	ROBERTS, ROBERT A & ELIZABETH P	SEPCO	11/24/2001	12/31/2002	12,000,000.00	New Market	Carroll	5.00%
4	11/24/2001	SMITH, JAMES	SEPCO	11/24/2001	12/31/2002	12,000,000.00	New Market	Carroll	5.00%
5	11/24/2001	SMITH, JAMES	SEPCO	11/24/2001	12/31/2002	12,000,000.00	New Market	Carroll	5.00%
6	11/24/2001	SMITH, JAMES	SEPCO	11/24/2001	12/31/2002	12,000,000.00	New Market	Carroll	5.00%
7	11/24/2001	SMITH, JAMES	SEPCO	11/24/2001	12/31/2002	12,000,000.00	New Market	Carroll	5.00%
8	11/24/2001	SMITH, JAMES	SEPCO	11/24/2001	12/31/2002	12,000,000.00	New Market	Carroll	5.00%
9	11/24/2001	SMITH, JAMES	SEPCO	11/24/2001	12/31/2002	12,000,000.00	New Market	Carroll	5.00%
10	11/24/2001	SMITH, JAMES	SEPCO	11/24/2001	12/31/2002	12,000,000.00	New Market	Carroll	5.00%
11	11/24/2001	SMITH, JAMES	SEPCO	11/24/2001	12/31/2002	12,000,000.00	New Market	Carroll	5.00%
12	11/24/2001	SMITH, JAMES	SEPCO	11/24/2001	12/31/2002	12,000,000.00	New Market	Carroll	5.00%
13	11/24/2001	SMITH, JAMES	SEPCO	11/24/2001	12/31/2002	12,000,000.00	New Market	Carroll	5.00%
14	11/24/2001	SMITH, JAMES	SEPCO	11/24/2001	12/31/2002	12,000,000.00	New Market	Carroll	5.00%
15	11/24/2001	SMITH, JAMES	SEPCO	11/24/2001	12/31/2002	12,000,000.00	New Market	Carroll	5.00%
16	11/24/2001	SMITH, JAMES	SEPCO	11/24/2001	12/31/2002	12,000,000.00	New Market	Carroll	5.00%
17	11/24/2001	SMITH, JAMES	SEPCO	11/24/2001	12/31/2002	12,000,000.00	New Market	Carroll	5.00%
18	11/24/2001	SMITH, JAMES	SEPCO	11/24/2001	12/31/2002	12,000,000.00	New Market	Carroll	5.00%
19	11/24/2001	SMITH, JAMES	SEPCO	11/24/2001	12/31/2002	12,000,000.00	New Market	Carroll	5.00%
20	11/24/2001	SMITH, JAMES	SEPCO	11/24/2001	12/31/2002	12,000,000.00	New Market	Carroll	5.00%
21	11/24/2001	SMITH, JAMES	SEPCO	11/24/2001	12/31/2002	12,000,000.00	New Market	Carroll	5.00%
22	11/24/2001	SMITH, JAMES	SEPCO	11/24/2001	12/31/2002	12,000,000.00	New Market	Carroll	5.00%
23	11/24/2001	SMITH, JAMES	SEPCO	11/24/2001	12/31/2002	12,000,000.00	New Market	Carroll	5.00%
24	11/24/2001	SMITH, JAMES	SEPCO	11/24/2001	12/31/2002	12,000,000.00	New Market	Carroll	5.00%
25	11/24/2001	SMITH, JAMES	SEPCO	11/24/2001	12/31/2002	12,000,000.00	New Market	Carroll	5.00%
26	11/24/2001	SMITH, JAMES	SEPCO	11/24/2001	12/31/2002	12,000,000.00	New Market	Carroll	5.00%
27	11/24/2001	SMITH, JAMES	SEPCO	11/24/2001	12/31/2002	12,000,000.00	New Market	Carroll	5.00%
28	11/24/2001	SMITH, JAMES	SEPCO	11/24/2001	12/31/2002	12,000,000.00	New Market	Carroll	5.00%
29	11/24/2001	SMITH, JAMES	SEPCO	11/24/2001	12/31/2002	12,000,000.00	New Market	Carroll	5.00%
30	11/24/2001	SMITH, JAMES	SEPCO	11/24/2001	12/31/2002	12,000,000.00	New Market	Carroll	5.00%
31	11/24/2001	SMITH, JAMES	SEPCO	11/24/2001	12/31/2002	12,000,000.00	New Market	Carroll	5.00%
32	11/24/2001	SMITH, JAMES	SEPCO	11/24/2001	12/31/2002	12,000,000.00	New Market	Carroll	5.00%
33	11/24/2001	SMITH, JAMES	SEPCO	11/24/2001	12/31/2002	12,000,000.00	New Market	Carroll	5.00%
34	11/24/2001	SMITH, JAMES	SEPCO	11/24/2001	12/31/2002	12,000,000.00	New Market	Carroll	5.00%
35	11/24/2001	SMITH, JAMES	SEPCO	11/24/2001	12/31/2002	12,000,000.00	New Market	Carroll	5.00%
36	11/24/2001	SMITH, JAMES	SEPCO	11/24/2001	12/31/2002	12,000,000.00	New Market	Carroll	5.00%
37	11/24/2001	SMITH, JAMES	SEPCO	11/24/2001	12/31/2002	12,000,000.00	New Market	Carroll	5.00%
38	11/24/2001	SMITH, JAMES	SEPCO	11/24/2001	12/31/2002	12,000,000.00	New Market	Carroll	5.00%
39	11/24/2001	SMITH, JAMES	SEPCO	11/24/2001	12/31/2002	12,000,000.00	New Market	Carroll	5.00%
40	11/24/2001	SMITH, JAMES	SEPCO	11/24/2001	12/31/2002	12,000,000.00	New Market	Carroll	5.00%
41	11/24/2001	SMITH, JAMES	SEPCO	11/24/2001	12/31/2002	12,000,000.00	New Market	Carroll	5.00%
42	11/24/2001	SMITH, JAMES	SEPCO	11/24/2001	12/31/2002	12,000,000.00	New Market	Carroll	5.00%
43	11/24/2001	SMITH, JAMES	SEPCO	11/24/2001	12/31/2002	12,000,000.00	New Market	Carroll	5.00%
44	11/24/2001	SMITH, JAMES	SEPCO	11/24/2001	12/31/2002	12,000,000.00	New Market	Carroll	5.00%
45	11/24/2001	SMITH, JAMES	SEPCO	11/24/2001	12/31/2002	12,000,000.00	New Market	Carroll	5.00%
46	11/24/2001	SMITH, JAMES	SEPCO	11/24/2001	12/31/2002	12,000,000.00	New Market	Carroll	5.00%
47	11/24/2001	SMITH, JAMES	SEPCO	11/24/2001	12/31/2002	12,000,000.00	New Market	Carroll	5.00%
48	11/24/2001	SMITH, JAMES	SEPCO	11/24/2001	12/31/2002	12,000,000.00	New Market	Carroll	5.00%
49	11/24/2001	SMITH, JAMES	SEPCO	11/24/2001	12/31/2002	12,000,000.00	New Market	Carroll	5.00%
50	11/24/2001	SMITH, JAMES	SEPCO	11/24/2001	12/31/2002	12,000,000.00	New Market	Carroll	5.00%



MARY F. EVANS
 Register of Wills - Recorder of Deeds
 Clerk of Orphans' Court Division
 Court of Common Pleas of Susquehanna County
 PO BOX 216
 MONTROSE, PA 18801-0216
 (570) 278-4600



SUSQUEHANNA COUNTY COURT HOUSE
 MONTROSE, PENNSYLVANIA

Instrument Number - 281304480
 Recorded On 4/19/2013 At 2:31:19 PM
 * Instrument Type - OIL POOLING
 Invoice Number - 141998
 * Grantor - SOUTHWESTERN ENERGY PRODUCTION CO
 * Grantee - NOLAN, BEVERLY J
 * Customer - SOUTHWESTERN ENERGY

* Total Pages - 5

*** FEES**
 STATE WRIT TAX \$0.50
 RECORDING FEES - \$25.00
 RECORDER OF DEEDS
 COUNTY IMPROVEMENT FEE \$2.00
 RECORDER IMPROVEMENT FEE \$3.00
 TOTAL PAID \$30.50

This is a certification page
DO NOT DETACH
 This page is now part
 of this legal document.

RETURN DOCUMENT TO:
 SOUTHWESTERN ENERGY
 2358 N SAM HOUSTON PARKWAY EAST
 SUITE 125
 HOUSTON, TX 77032
 ATTN: STACEY BROGDEN

I hereby CERTIFY that this document is recorded in the
 Recorder's Office of Susquehanna County, Pennsylvania.



Mary F. Evans
 MARY F. EVANS
 RECORDER OF DEEDS

* Information denoted by an asterisk may change during
 the verification process and may not be reflected on this page.



**AMENDED DECLARATION OF POOLING
INNES SOUTH GAS UNIT
HARFORD & NEW MILFORD TOWNSHIPS, SUSQUEHANNA COUNTY
COMMONWEALTH OF PENNSYLVANIA**

WHEREAS, SOUTHWESTERN ENERGY PRODUCTION COMPANY, an Arkansas corporation authorized to conduct business in the Commonwealth of Pennsylvania, hereinafter referred to as "SEPCO," is record owner of all of those oil and gas leases identified in Exhibit "A" to this Amended Declaration of Pooling, hereinafter "Leases" and,

WHEREAS, the tracts of land subject to the Leases have been represented by the lessors therein to constitute the aggregate number of acres of land in the Township(s) and County(ies), Pennsylvania, as set forth in Exhibit "A" to this Amended Declaration of Pooling; and,

WHEREAS, SEPCO is authorized under the terms of the Leases to pool and/or to unitize the lands covered thereby, or parts thereof, with other lands and leases to form drilling units for the development and production of oil and gas therefrom; and,

WHEREAS, by Declaration of Pooling dated effective July 1, 2012, SEPCO pooled and combined those certain oil and gas leases, all of which are listed herein in Exhibit "A," such declaration being recorded on July 10, 2012, among the records of Susquehanna County, Pennsylvania as Instrument No. 201208209, and hereinafter referred to as the "Original Declaration of Pooling;" and,

WHEREAS, SEPCO has adjusted the unit size since the Original Declaration of Pooling.

NOW, THEREFORE, for and in consideration of the premises and pursuant to the authority set forth in said Leases, SEPCO does hereby declare, pool, unitize and combine said Leases or portions thereof, into a single pool containing the aggregate number of acres identified in Exhibit "A," the boundary of which is depicted in red on the plat identified as Exhibit "B," attached hereto and made a part hereof, for the drilling, development, and production of oil and/or gas therefrom as to all formations occurring within the depths identified in Exhibit "A" to this Amended Declaration of Pooling. To the extent of any inconsistency between the information contained in Exhibit "A" and that depicted in Exhibit "B," the information in Exhibit "A" shall supersede and control.

This Amended Declaration of Pooling shall supersede and replace the Original Declaration of Pooling effective as of the date identified in Exhibit "A" hereof. The unit created by this Amended Declaration of Pooling shall be and the same is hereby designated as the name set forth in Exhibit "A."

This Amended Declaration of Pooling is made without prejudice to the rights of SEPCO to amend, restate, increase, reduce and otherwise change or adjust the pool declared hereby from time to time as SEPCO determines to be necessary or convenient to the proper development of the affected reservoir.

IN WITNESS WHEREOF, SEPCO, acting by and through its duly authorized representative, has executed this Amended Declaration of Pooling which shall be effective as of April 1, 2013.

Southwestern Energy Production Company

By: *Jim R. Dewbre* ^{initials}
Jim R. Dewbre
Its: Sr. Vice President - Land ^{initials}

ACKNOWLEDGMENT BY CORPORATION

State of Texas :
County of Harris : SS:

On this, the 9th day of April, 2013, before me KEITH M. PAUL the undersigned officer, personally appeared Jim R. Dewbre, who acknowledged himself to be the Sr. Vice President - Land of Southwestern Energy Production Company, a corporation, and that he as such officer, being authorized to do so, executed the foregoing instrument for the purposes therein contained by signing the name of the corporation by himself as Sr. Vice President - Land.

In Witness Whereof, I hereunto set my hand and Notarial seal.

Keith M. Paul
Notary Public

My commission expires:

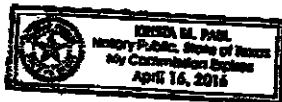
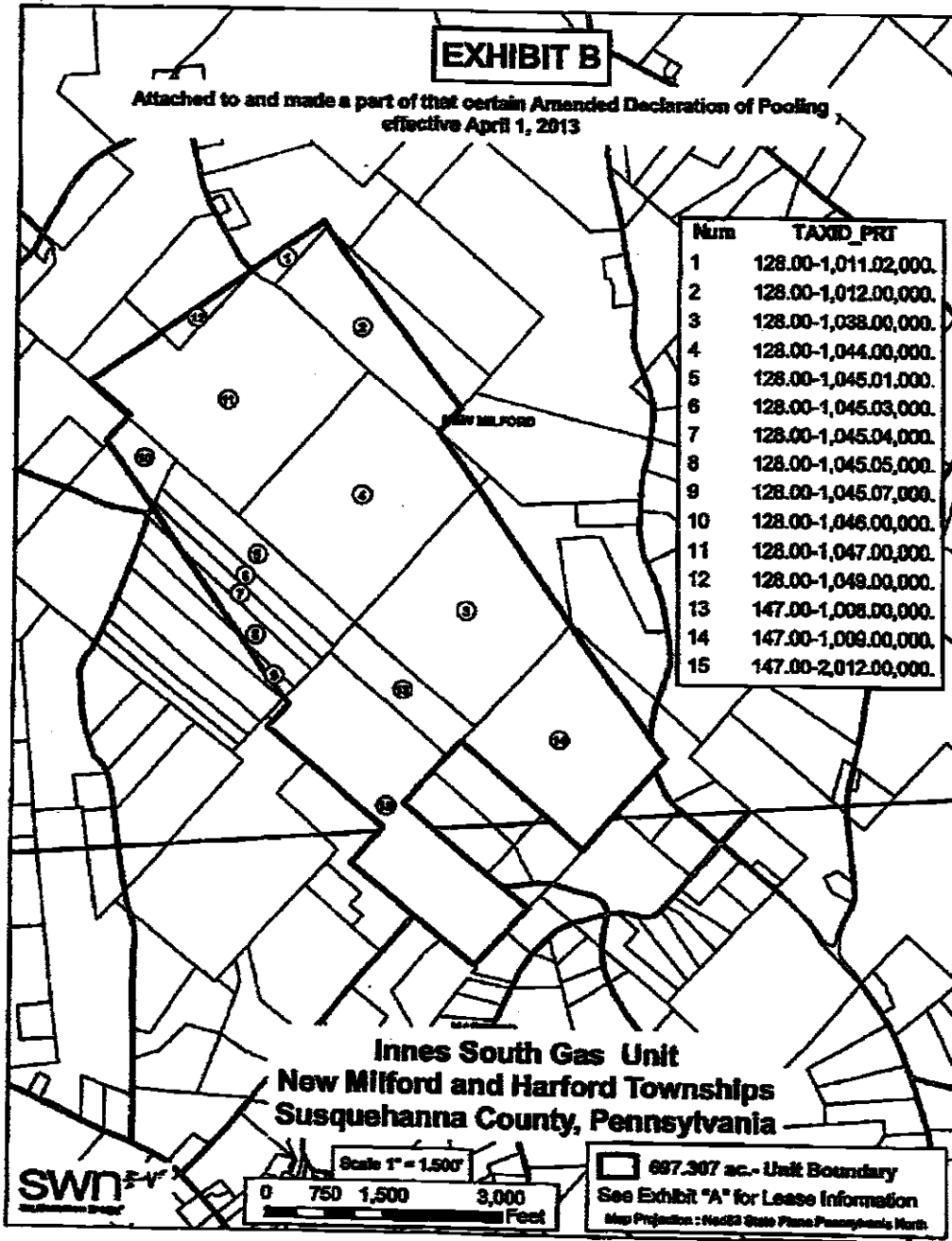
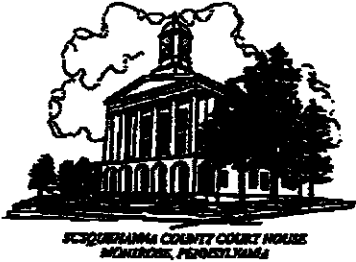


EXHIBIT B

Attached to and made a part of that certain Amended Declaration of Pooling effective April 1, 2013



MARY F. EVANS
 Register of Wills - Recorder of Deeds
 Clerk of Orphans' Court Division
 Court of Common Pleas of Susquehanna County
 PO BOX 218
 MONTROSE, PA 18801-0218
 (570) 278-4600



Instrument Number - 201307127
 Recorded On 6/7/2013 At 10:19:47 AM
 * Instrument Type - OIL POOLING
 Invoice Number - 146462
 * Grantor - SOUTHWESTERN ENERGY PRODUCTION CO
 * Grantee - NOLAN, BEVERLY J
 * Customer - SOUTHWESTERN ENERGY

* Total Pages - 5

*** FEES**
 STATE WRIT TAX \$0.50
 RECORDING FEES - \$25.00
 RECORDER OF DEEDS
 COUNTY IMPROVEMENT FEE \$2.00
 RECORDER IMPROVEMENT FEE \$3.00
 TOTAL PAID \$30.50

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RETURN DOCUMENT TO:
 SOUTHWESTERN ENERGY
 2350 N SAN HOUSTON PARKWAY EAST
 SUITE 125
 HOUSTON, TX 77063
 ATTN: STACKY BROGDEN

I hereby CERTIFY that this document is recorded in the
 Recorder's Office of Susquehanna County, Pennsylvania.



Mary F. Evans
 MARY F. EVANS
 RECORDER OF DEEDS

* - Information denoted by an asterisk may change during
 the verification process and may not be reflected on this page.



**AMENDED DECLARATION OF POOLING
INNES SOUTH GAS UNIT
HARFORD & NEW MILFORD TOWNSHIPS, SUSQUEHANNA COUNTY
COMMONWEALTH OF PENNSYLVANIA**

WHEREAS, SOUTHWESTERN ENERGY PRODUCTION COMPANY, an Arkansas corporation authorized to conduct business in the Commonwealth of Pennsylvania, hereinafter referred to as "SEPCO," is record owner of all of those oil and gas leases identified in Exhibit "A" to this Amended Declaration of Pooling, hereinafter "Leases," and,

WHEREAS, the tracts of land subject to the Leases have been represented by the lessors therein to constitute the aggregate number of acres of land in the Township(s) and County(ies), Pennsylvania, as set forth in Exhibit "A" to this Amended Declaration of Pooling; and,

WHEREAS, SEPCO is authorized under the terms of the Leases to pool and/or to utilize the lands covered thereby, or parts thereof, with other lands and leases to form drilling units for the drilling, development and production of oil and gas therefrom; and,

WHEREAS, by Declaration of Pooling dated effective July 1, 2012, SEPCO pooled and combined those certain oil and gas leases listed in Exhibit "A," attached thereto, such declaration being recorded on July 10, 2012, among the records of Susquehanna County, Pennsylvania as Instrument No. 201206209, and hereinafter referred to as the "Original Declaration of Pooling;" and,

WHEREAS, by Amended Declaration of Pooling dated effective April 1, 2013 and recorded on April 10, 2013, as Instrument No. 201304480, SEPCO did amend the Original Declaration of Pooling; and,

WHEREAS, SEPCO believes it is advisable to further amend said Amended Declaration of Pooling to promote the proper operation and development of the Leases.

NOW, THEREFORE, for and in consideration of the premises and pursuant to the authority set forth in said Leases, SEPCO does hereby declare, pool, utilize and combine said Leases or portions thereof, into a single pool containing the aggregate number of acres identified in Exhibit "A," the boundary of which is depicted in red on the plat identified as Exhibit "B," attached hereto and made a part hereof, for the drilling, development, and production of oil and/or gas therefrom as to all formations and depths. To the extent of any inconsistency between the information contained in Exhibit "A" and that depicted in Exhibit "B," the information in Exhibit "A" shall supersede and control.

This Amended Declaration of Pooling shall supersede and replace the Original Declaration of Pooling effective as of the date identified in Exhibit "A" hereof. The unit created by this Amended Declaration of Pooling shall be and the same is hereby designated as the name set forth in Exhibit "A."

This Amended Declaration of Pooling is made without prejudice to the rights of SEPCO to amend, restate, increase, reduce and otherwise change or adjust the pool declared hereby from time to time as SEPCO determines to be necessary or convenient to the proper development of the affected reservoir.

IN WITNESS WHEREOF, SEPCO, acting by and through its duly authorized representative, has executed this Amended Declaration of Pooling which shall be effective as of January 11, 2013.

Southwestern Energy Production Company

By: John K. Nicholas MW
Its: General Manager - Appalachia

ACKNOWLEDGMENT BY CORPORATION

State of Texas - :
County of Harris : SS:

On this, the 4th day of JUNE, 2013, before me Jessie Lee Crane Pugh the undersigned officer, personally appeared John R. Nicholas, who acknowledged himself to be the General Manager - Appalachia of Southwestern Energy Production Company, a corporation, and that he as such officer, being authorized to do so, executed the foregoing instrument for the purposes therein contained by signing the name of the corporation by himself as General Manager - Appalachia.

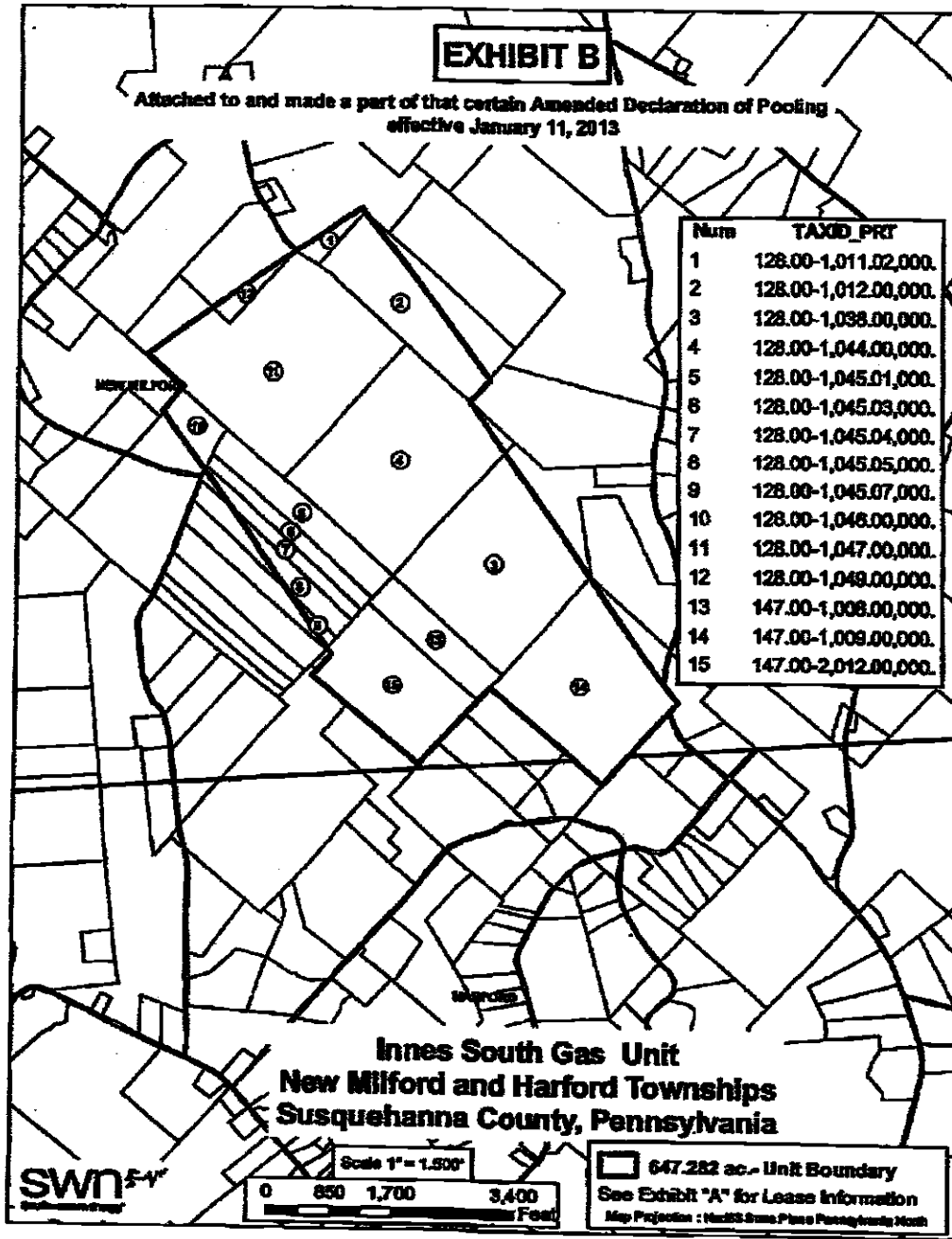


My commission expires: 2-2-16

Jessie Lee Crane Pugh
Notary Public

EXHIBIT B

Attached to and made a part of that certain Amended Declaration of Pooling effective January 11, 2013



MARY F. EVANS
 Register of Wills - Recorder of Deeds
 Clerk of Orphan's Court Division
 Court of Common Pleas of Susquehanna County
 PO BOX 218
 MONTROSE, PA 18801-0218
 (717) 278-6000



SUSQUEHANNA COUNTY COURT HOUSE
 MONTROSE, PENNSYLVANIA

Instrument Number - 201313203
 Recorded On 10/16/2013 At 8:52:18 AM
 * Instrument Type - OIL POOLING
 Invoice Number - 153045
 * Grantor - SOUTHWESTERN ENERGY PRODUCTION CO
 * Grantee - NOLAN, BEVERLY J
 * Customer - SOUTHWESTERN ENERGY

* Total Pages - 5

*** FEES**
 STATE WRIT TAX \$0.50
 RECORDING FEES \$26.00
 RECORDER OF DEEDS
 COUNTY IMPROVEMENT FEE \$1.00
 RECORDER IMPROVEMENT FEE \$3.00
 TOTAL PAID \$31.50

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RETURN DOCUMENT TO:
 SOUTHWESTERN ENERGY
 2380 N SAM HOUSTON PARKWAY EAST
 SUITE 125
 HOUSTON, TX 77062
 ATTN: STACEY BROGREN

I hereby CERTIFY that this document is recorded in the
 Recorder's Office of Susquehanna County, Pennsylvania.



Mary F. Evans
 MARY F. EVANS
 RECORDER OF DEEDS

* Information derived by an e-record may change during
 the verification process and may not be reflected on this page.



**AMENDED DECLARATION OF POOLING
INNES SOUTH GAS UNIT
HARFORD & NEW MILFORD TOWNSHIPS, SUSQUEHANNA COUNTY
COMMONWEALTH OF PENNSYLVANIA**

WHEREAS, SOUTHWESTERN ENERGY PRODUCTION COMPANY, an Arkansas corporation authorized to conduct business in the Commonwealth of Pennsylvania, hereinafter referred to as "SEPCO," is record owner of all of those oil and gas leases identified in Exhibit "A" to this Amended Declaration of Pooling, hereinafter "Leases," and,

WHEREAS, the tracts of land subject to the Leases have been represented by the lessors therein to constitute the aggregate number of acres of land in the Township(s) and County(ies), Pennsylvania, as set forth in Exhibit "A" to this Amended Declaration of Pooling; and,

WHEREAS, SEPCO is authorized under the terms of the Leases to pool and/or to unitize the lands covered thereby, or parts thereof, with other lands and leases to form drilling units for the drilling, development and production of oil and gas therefrom; and,

WHEREAS, by Declaration of Pooling dated effective July 1, 2012, SEPCO pooled and combined those certain oil and gas leases listed in Exhibit "A," attached thereto, such declaration being recorded on July 10, 2012, among the records of Susquehanna County, Pennsylvania as Instrument No. 201208209, and hereinafter referred to as the "Original Declaration of Pooling;" and,

WHEREAS, by Amended Declaration of Pooling dated effective April 1, 2013 and recorded on April 10, 2013, as Instrument No. 201304480, SEPCO did amend the Original Declaration of Pooling; and,

WHEREAS, by Amended Declaration of Pooling dated effective January 11, 2013 and recorded on June 7, 2013, as Instrument No. 201307127, SEPCO did amend the Amended Declaration of Pooling; and,

WHEREAS, as it is authorized under the terms of the Leases and rights as operator SEPCO surveyed the unit boundary and the boundaries of the internal tracts comprising the Innes South Gas Unit through the services of a professional land surveyor in order to better determine the acreage and interest attributable to each or portions of each Lease pooled herein.

NOW, THEREFORE, for and in consideration of the premises and pursuant to the authority set forth in said Leases, SEPCO does hereby declare, pool, unitize and combine said Leases or portions thereof, into a single pool containing the aggregate number of acres identified in Exhibit "A," the boundary of which is depicted in red on the plat identified as Exhibit "B," attached hereto and made a part hereof, for the drilling, development, and production of oil and/or gas therefrom as to all formations and depths. To the extent of any inconsistency between the information contained in Exhibit "A" and that depicted in Exhibit "B," the information in Exhibit "A" shall supersede and control.

This Amended Declaration of Pooling shall supersede and replace the Original Declaration of Pooling effective as of the date identified in Exhibit "A" hereof. The unit created by this Amended Declaration of Pooling shall be and the same is hereby designated as the name set forth in Exhibit "A."

This Amended Declaration of Pooling is made without prejudice to the rights of SEPCO to amend, restate, increase, reduce and otherwise change or adjust the pool declared

hereby from time to time as SEPCO determines to be necessary or convenient to the proper development of the affected reservoir.

IN WITNESS WHEREOF, SEPCO, acting by and through its duly authorized representative, has executed this Amended Declaration of Pooling which shall be effective as of January 11, 2013.

Southwestern Energy Production Company

By: J.R. Dewbre
Jim E. Dewbre
Its: Sr. Vice President - Land

W. J. ...
Blair

ACKNOWLEDGMENT BY CORPORATION

State of Texas :
 : SS:
County of Harris :

On this, the 10th day of October, 2013, before me Krista M. Paul the undersigned officer, personally appeared Jim E. Dewbre, who acknowledged himself to be the Sr. Vice President - Land of Southwestern Energy Production Company, a corporation, and that he as such officer, being authorized to do so, executed the foregoing instrument for the purposes therein contained by signing the name of the corporation by himself as Sr. Vice President - Land.

In Witness Whereof, I hereunto set my hand and Notarial seal.

Krista M. Paul
Notary Public

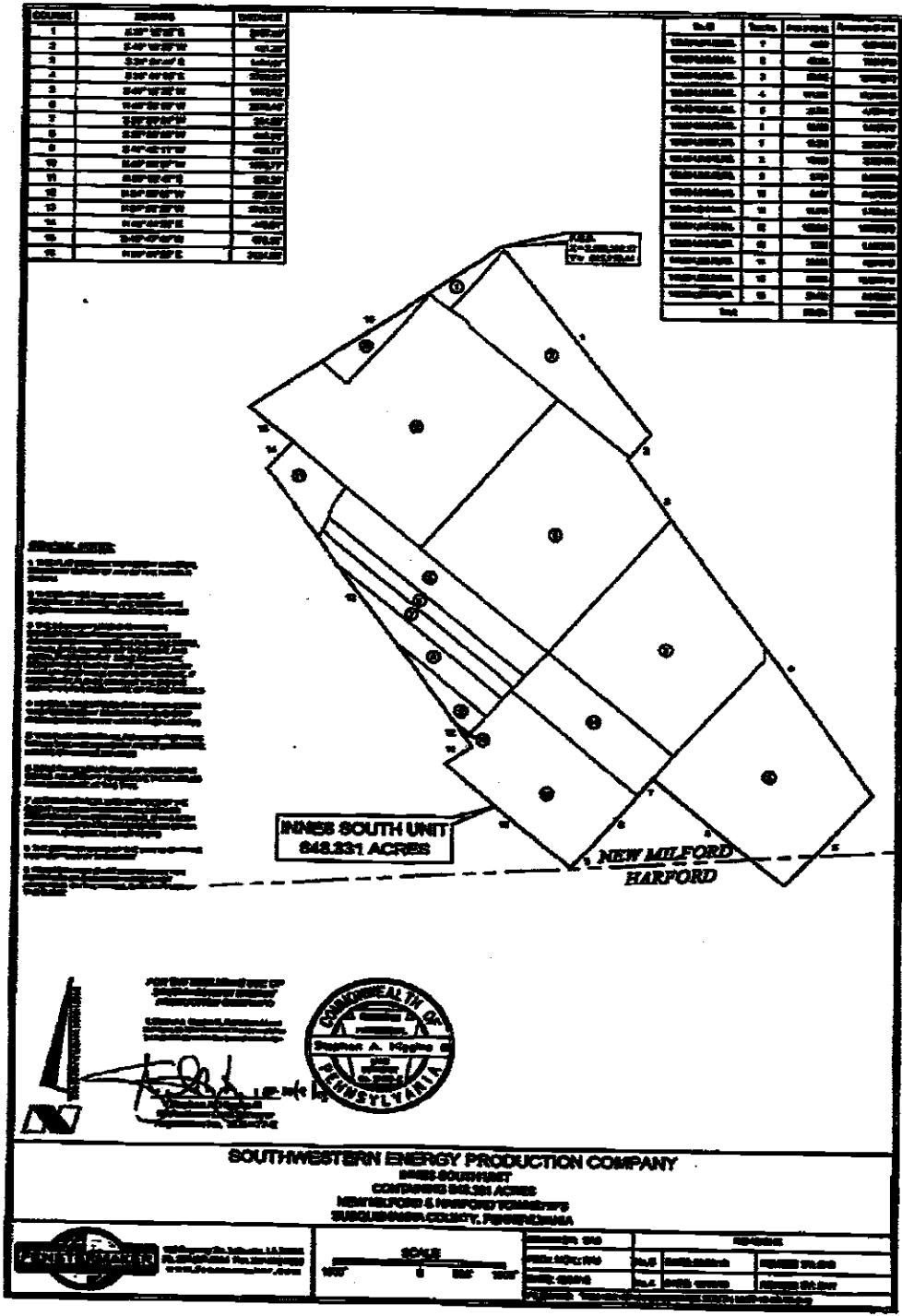
My commission expires:



EXHIBIT "A"
Attached to and made a part of that certain Amended Declaration of Pooling effective January 11, 2013
Imms South Gas Unit
Herford and New Milford Townships, Susquehanna County, Pennsylvania

Number on Map	Lease No.	Original Lessor	Original Lessee	Lease Date	Recording Date	Recording Information	Tax Parcel ID	Area in Pooled Unit
1	114457/000	HOLAN, BEVERLY B, EDWARD C	ELEXCO LAND SERVICES INC	12/14/2007	3/23/2008	200802806	128.00-1,011.02	4.500
2	122619/000	MALHEMBS, KAREN L & JAMES C	SOUTHWESTERN ENERGY PRODUCTION COMPANY	12/17/2010	12/27/2010	2010025784	128.00-1,012.00	45.396
3	1104276/000	ESBORIE, RICHARD & ELAIRE	ELEXCO LAND SERVICES INC	10/17/2007	11/27/2007	200712821	128.00-1,038.00	90.845
4	110819/000	JENNINGS, GEORGIA	ELEXCO LAND SERVICES INC	11/6/2007	12/21/2007	2007136824	128.00-1,044.00	111.943
5	117090/000	L. ARTHUR BULLARD TRUST	ELEXCO LAND SERVICES INC	8/17/2009	10/6/2009	200914883	128.00-1,045.01	29.782
6	117448/000	SMITH, ROY E	ELEXCO LAND SERVICES INC	8/10/2009	8/24/2009	200914442	128.00-1,045.03	12.826
7	117489/000	STREZELCO, STEPHEN	ELEXCO LAND SERVICES INC	8/19/2009	9/23/2009	200914286	128.00-1,045.04	19.370
8	117249/000	GWAZDOWSKI, DOMINICK & DENISE M	ELEXCO LAND SERVICES INC	8/10/2009	9/23/2009	200914236	128.00-1,045.08	13.869
9	118569/000	ZUPANOVICH, ROBERT A	ELEXCO LAND SERVICES INC	8/10/2009	11/16/2009	200917037	128.00-1,045.07	5.790
10	120485/000	BURKOWSKI, JOHN	ELEXCO LAND SERVICES INC	10/28/2008	6/9/2010	201006277	128.00-1,045.08	0.177
		WILDEBORG, WILLIAM H & CAROL L						
		SABET, SUSAN ANN & JAMES A						
11	119078/000	ALEXANDER, ROBERT F SR & CHERYL	ELEXCO LAND SERVICES INC	12/19/2009	4/5/2010	201004838	128.00-1,046.00	11.645
12	700319/000	ALEXANDER, DAVID	SOUTHWESTERN ENERGY PRODUCTION COMPANY	9/29/2011	10/21/2011	201112999	128.00-1,047.00	127.089
		RINES, FRANKLIN R						
		KLUMER, HERBERT A ELSE						
13	109027/000	KLUMER, THOMAS	ELEXCO LAND SERVICES INC	7/11/2007	8/24/2007	200709272	128.00-1,049.00	7.531
14	700348/000	KILMER, JEFFREY	SOUTHWESTERN ENERGY PRODUCTION COMPANY	10/26/2011	12/7/2011	201114971	147.00-1,008.00	30.050
		BRUNELLE, MARTHA MELVYN						
		JENNINGS, RONALD J						
15	110918/000	JENNINGS, KEITH D	ELEXCO LAND SERVICES INC	11/24/2007	12/21/2007	200719860	147.00-1,009.00	88.236
16	700349/000	JENNINGS, KEITH D	SOUTHWESTERN ENERGY PRODUCTION COMPANY	10/26/2011	12/7/2011	201114971	147.00-2,012.00	55.402
		BRUNELLE, MARTHA MELVYN						
							Total	648.811

Exhibit "B"
Attached to and made a part of that certain Amended Declaration of Pooling
Effective January 11, 2013
Innes South Gas Unit

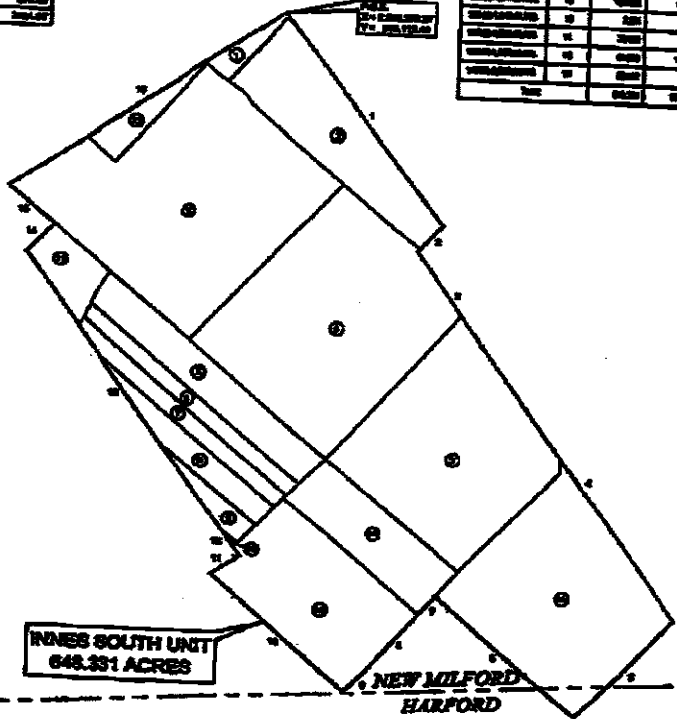


B-1

Exhibit "B"
 Attached to and made a part of that certain Amended Declaration of Pooling
 Effective January 11, 2013
 Innes South Gas Unit

COURSE	BEARING	DISTANCE
1	S 75° 00' 00" W	247.00
2	S 45° 00' 00" W	100.00
3	S 45° 00' 00" W	100.00
4	S 45° 00' 00" W	100.00
5	S 45° 00' 00" W	100.00
6	S 45° 00' 00" W	100.00
7	S 45° 00' 00" W	100.00
8	S 45° 00' 00" W	100.00
9	S 45° 00' 00" W	100.00
10	S 45° 00' 00" W	100.00
11	S 45° 00' 00" W	100.00
12	S 45° 00' 00" W	100.00
13	S 45° 00' 00" W	100.00
14	S 45° 00' 00" W	100.00
15	S 45° 00' 00" W	100.00
16	S 45° 00' 00" W	100.00
17	S 45° 00' 00" W	100.00
18	S 45° 00' 00" W	100.00
19	S 45° 00' 00" W	100.00
20	S 45° 00' 00" W	100.00

TRACT	ACRES	ADJACENT
TRACT 1	1.00	TRACT 2
TRACT 2	1.00	TRACT 1, TRACT 3
TRACT 3	1.00	TRACT 2, TRACT 4
TRACT 4	1.00	TRACT 3, TRACT 5
TRACT 5	1.00	TRACT 4, TRACT 6
TRACT 6	1.00	TRACT 5, TRACT 7
TRACT 7	1.00	TRACT 6, TRACT 8
TRACT 8	1.00	TRACT 7, TRACT 9
TRACT 9	1.00	TRACT 8, TRACT 10
TRACT 10	1.00	TRACT 9, TRACT 11
TRACT 11	1.00	TRACT 10, TRACT 12
TRACT 12	1.00	TRACT 11, TRACT 13
TRACT 13	1.00	TRACT 12, TRACT 14
TRACT 14	1.00	TRACT 13, TRACT 15
TRACT 15	1.00	TRACT 14, TRACT 16
TRACT 16	1.00	TRACT 15, TRACT 17
TRACT 17	1.00	TRACT 16, TRACT 18
TRACT 18	1.00	TRACT 17, TRACT 19
TRACT 19	1.00	TRACT 18, TRACT 20
TRACT 20	1.00	TRACT 19
TOTAL	20.00	



NOTES:

- This map was prepared from the original survey records and field notes of the Innes Gas Field.
- The acreage shown on this map is based on the original survey records and may differ slightly from the acreage shown on other maps.
- The location of the wells shown on this map is based on the original survey records and may differ slightly from the location shown on other maps.
- The boundary lines shown on this map are based on the original survey records and may differ slightly from the boundary lines shown on other maps.
- The area shown on this map is subject to the terms and conditions of the Innes Gas Field lease.
- The area shown on this map is subject to the terms and conditions of the Innes Gas Field pooling agreement.
- The area shown on this map is subject to the terms and conditions of the Innes Gas Field unit agreement.
- The area shown on this map is subject to the terms and conditions of the Innes Gas Field unit agreement.
- The area shown on this map is subject to the terms and conditions of the Innes Gas Field unit agreement.
- The area shown on this map is subject to the terms and conditions of the Innes Gas Field unit agreement.

SOUTHWESTERN ENERGY PRODUCTION COMPANY
 INNES SOUTH UNIT
 CONTAINS 648.331 ACRES
 NEW MILFORD & HARFORD TOWNSHIPS
 BEDFORD COUNTY, PENNSYLVANIA

	SCALE 1" = 200'	PREPARED BY SURVEYOR	DATE 12/15/12
	CHECKED BY SURVEYOR	DATE 12/15/12	TITLE SURVEY

MARY F. EVANS
 Register of Wills - Recorder of Deeds
 Clerk of Orphans' Court Division
 Court of Common Pleas of Susquehanna County
 PO BOX 218
 MONTROSE, PA 18801-0218
 (570) 278-4500



Instrument Number - 281315791
 Recorded On 12/4/2013 At 3:16:08 PM
 * Instrument Type - OIL POOLING
 Invoice Number - 156206
 * Grantor - SOUTHWESTERN ENERGY PRODUCTION CO
 * Grantee - NOLAN, BEVERLY J
 * Customer - SOUTHWESTERN ENERGY

* Total Pages - 6

*** FEES**
 STATE WRIT TAX \$0.50
 RECORDING FEE - \$29.50
 RECORDER OF DEEDS
 COUNTY IMPROVEMENT FEE \$2.00
 RECORDER IMPROVEMENT FEE \$3.00
 TOTAL PAID \$35.00

This is a certification page
DO NOT DETACH
 This page is now part
 of this legal document.

RETURN DOCUMENT TO:
 SOUTHWESTERN ENERGY
 2359 N SAM HOUSTON PARKWAY EAST
 SUITE 125
 HOUSTON, TX 77062
 ATTN: MONICA

I hereby CERTIFY that this document is recorded in the
 Recorder's Office of Susquehanna County, Pennsylvania.



Mary F. Evans
 MARY F. EVANS
 RECORDER OF DEEDS

* - Information derived by an external may change during
 the verification process and may not be reflected on this page.



**AMENDED DECLARATION OF POOLING
INNES SOUTH GAS UNIT
HARFORD & NEWMILFORD TOWNSHIPS, SUBQUEHANNA COUNTY
COMMONWEALTH OF PENNSYLVANIA**

WHEREAS, SOUTHWESTERN ENERGY PRODUCTION COMPANY, an Arkansas corporation authorized to conduct business in the Commonwealth of Pennsylvania, hereinafter referred to as "SEPCO," is record owner of all of those oil and gas leases identified in Exhibit "A" to this Amended Declaration of Pooling, hereinafter "Leases" and,

WHEREAS, the tracts of land subject to the Leases have been represented by the lessors therein to constitute the aggregate number of acres of land in the Township(s) and County(ies), Pennsylvania, as set forth in Exhibit "A" to this Amended Declaration of Pooling; and,

WHEREAS, SEPCO is authorized under the terms of the Leases to pool and/or unite the lands covered thereby, or parts thereof, with other lands and leases to form drilling units for the drilling, development and production of oil and gas therefrom; and,

WHEREAS, by Declaration of Pooling dated effective July 1, 2012, SEPCO pooled and combined those certain oil and gas leases listed in Exhibit "A," attached therein, such declaration being recorded on July 10, 2012, among the records of Susquehanna County, Pennsylvania as Instrument No. 201206209, and hereinafter referred to as the "Original Declaration of Pooling" and,

WHEREAS, by Amended Declaration of Pooling dated effective April 1, 2013 and recorded on April 18, 2013, as Instrument No. 201304480, SEPCO did amend the Original Declaration of Pooling; and,

WHEREAS, by Amended Declaration of Pooling dated effective January 11, 2013 and recorded on June 7, 2013, as Instrument No. 201307127, SEPCO did amend the previous Amended Declaration of Pooling; and,

WHEREAS, by Amended Declaration of Pooling dated effective January 11, 2013 and recorded on October 16, 2013, as Instrument No. 201312203, SEPCO did amend the previous Amended Declaration of Pooling; and,

WHEREAS, SEPCO believes it is necessary or advisable to increase the size of the unit by including additional leases, or portions thereof, in the Innes South Gas Unit in order to properly develop the premises and promote the conservation of oil and gas thereunder; and

WHEREAS, SEPCO, as authorized under the terms of the Leases and its rights as operator of the Innes South Gas Unit has surveyed the unit boundary and the boundaries of the internal tracts comprising the Innes South Gas Unit through the services of a professional land surveyor in order to better determine the acreage and interest attributable to each or portions of each Lease pooled herein.

NOW, THEREFORE, for and in consideration of the premises and pursuant to the authority set forth in said Leases, SEPCO does hereby declare, pool, unite and combine said Leases or portions thereof, into a single pool containing the aggregate number of acres identified in Exhibit "A," the boundary of which is depicted in and on the plat identified as Exhibit "B," attached hereto and made a part hereof, for the drilling, development, and production of oil and/or gas therefrom as to all formations and depths. To the extent of any inconsistency between the information contained in Exhibit "A" and that depicted in Exhibit "B," the

information in Exhibit "A" shall supersede and control.

This Amended Declaration of Pooling shall supersede and replace the Original Declaration of Pooling and Amended Declarations of Pooling effective as of the date identified in Exhibit "A" hereof. The unit created by this Amended Declaration of Pooling shall be and the same is hereby designated as the name set forth in Exhibit "A."

This Amended Declaration of Pooling is made without prejudice to the rights of SEPSCO to amend, restate, increase, reduce and otherwise change or adjust the pool declared hereby from time to time as SEPSCO determines to be necessary or convenient to the proper development of the affected reservoir.

IN WITNESS WHEREOF, SEPSCO, acting by and through its duly authorized representative, has executed this Amended Declaration of Pooling which shall be effective as of November 1, 2013.

Southwestern Energy Production Company

By:


Paul E. Dowling

Is: Sr. Vice President - Land

ACKNOWLEDGMENT BY CORPORATION

State of Texas :
County of Harris : SS

On this, the 15th day of December, 2013, before me Kristin M. Paul
the undersigned officer, personally appeared Jim R. Dewine, who acknowledged
himself to be the Sr. Vice President - Land of Southwestern Energy Production
Company, a corporation, and that he as such officer, being authorized to do so,
executed the foregoing instrument for the purposes therein contained by signing the
name of the corporation by himself as Sr. Vice President - Land.

In Witness Whereof, I hereunto set my hand and Notarial seal.

Kristin M. Paul
Notary Public

My commission expires:

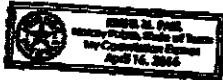
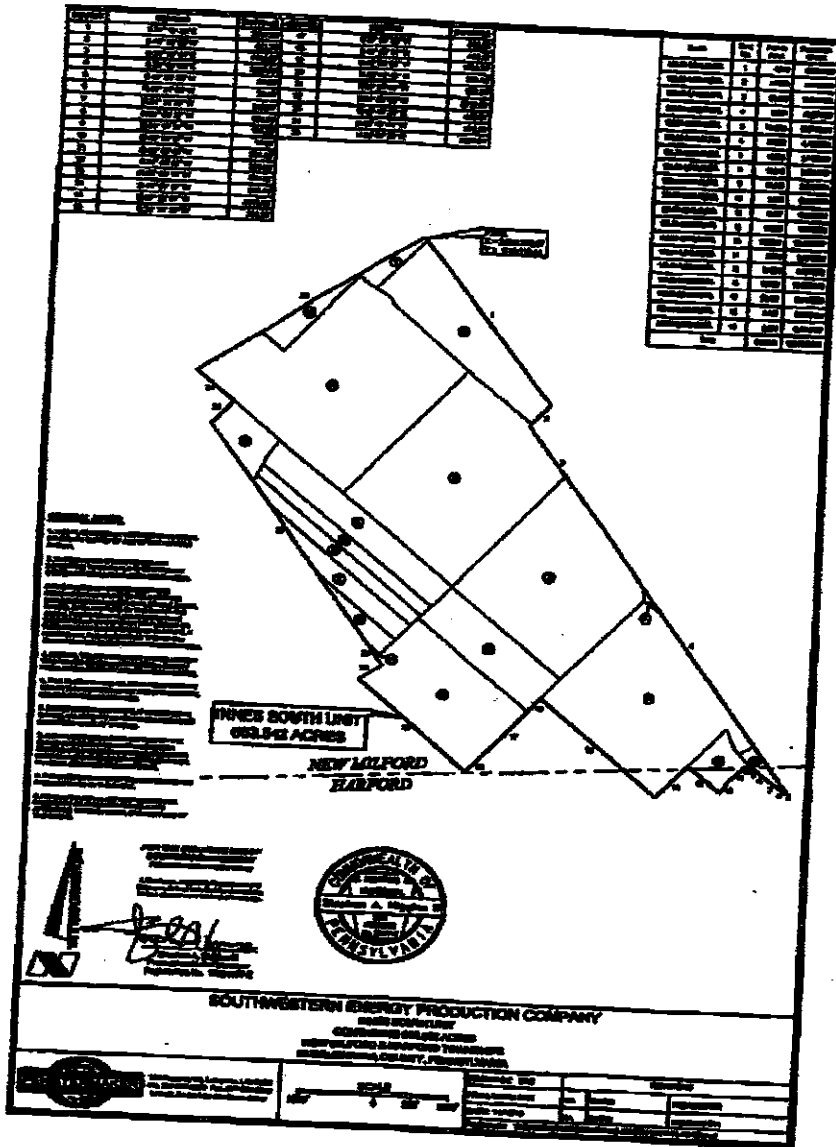


EXHIBIT "A"
Attached to and made a part of that certain Amended Declaration of Pooling effective November 3, 2013
Innes South 666 Unit
Harford and New Bedford Townships, Saratoga County, Pennsylvania

Number of Map	Lease No.	Original Lessee	Original Lessee	Lease Date	Renewing Date	Renewing Information	Time Period to Apply to Pooling Unit
1	31487/003	WILSON, EVELYN J & EDWARD C	SERCO LAND SERVICES INC	3/27/2000	3/27/2008	20080603	12/00-1/01/00
2	31487/003	MALINOWSKI, DANIEL L & JANICE C	SERCO LAND SERVICES INC	3/27/2000	3/27/2008	20080603	12/00-1/01/00
3	31487/003	CONRAD, RICHARD A & LARA E	SERCO LAND SERVICES INC	3/27/2000	3/27/2008	20080603	12/00-1/01/00
4	31487/003	JOHNSON, ROBERT A	SERCO LAND SERVICES INC	3/27/2000	3/27/2008	20080603	12/00-1/01/00
5	31487/003	SOUTHSHORE FAIRFORD BAPTIST CHURCH	SERCO LAND SERVICES INC	3/27/2000	3/27/2008	20080603	12/00-1/01/00
6	31487/003	WINTHERBURN, BOYD E	SERCO LAND SERVICES INC	3/27/2000	3/27/2008	20080603	12/00-1/01/00
7	31487/003	STEELE, STEPHEN J	SERCO LAND SERVICES INC	3/27/2000	3/27/2008	20080603	12/00-1/01/00
8	31487/003	DUVINSKI, ROBERT J	SERCO LAND SERVICES INC	3/27/2000	3/27/2008	20080603	12/00-1/01/00
9	31487/003	SUNSHINE, ROBERT A	SERCO LAND SERVICES INC	3/27/2000	3/27/2008	20080603	12/00-1/01/00
10	31487/003	WILSON, WILLIAM H & LARUE L	SERCO LAND SERVICES INC	3/27/2000	3/27/2008	20080603	12/00-1/01/00
11	31487/003	WINTERBURN, BOYD E	SERCO LAND SERVICES INC	3/27/2000	3/27/2008	20080603	12/00-1/01/00
12	31487/003	ALEXANDER, DAVID	SERCO LAND SERVICES INC	3/27/2000	3/27/2008	20080603	12/00-1/01/00
13	31487/003	WINTHERBURN, BOYD E	SERCO LAND SERVICES INC	3/27/2000	3/27/2008	20080603	12/00-1/01/00
14	31487/003	WINTHERBURN, BOYD E	SERCO LAND SERVICES INC	3/27/2000	3/27/2008	20080603	12/00-1/01/00
15	31487/003	BLANCHARD, MARTHA MELVAN	SERCO LAND SERVICES INC	3/27/2000	3/27/2008	20080603	12/00-1/01/00
16	31487/003	BLANCHARD, MARTHA MELVAN	SERCO LAND SERVICES INC	3/27/2000	3/27/2008	20080603	12/00-1/01/00
17	31487/003	FRITTS, NETHO	SERCO LAND SERVICES INC	3/27/2000	3/27/2008	20080603	12/00-1/01/00
18	31487/003	BLANCHARD, MARTHA MELVAN	SERCO LAND SERVICES INC	3/27/2000	3/27/2008	20080603	12/00-1/01/00
19	31487/003	NICHOLS, SALLY ROSS	SERCO LAND SERVICES INC	3/27/2000	3/27/2008	20080603	12/00-1/01/00
20	31487/003	FRANK, DONALD W	SERCO LAND SERVICES INC	3/27/2000	3/27/2008	20080603	12/00-1/01/00
21	31487/003	FRANK, DONALD W	SERCO LAND SERVICES INC	3/27/2000	3/27/2008	20080603	12/00-1/01/00
22	31487/003	FRANK, DONALD W	SERCO LAND SERVICES INC	3/27/2000	3/27/2008	20080603	12/00-1/01/00
23	31487/003	FRANK, DONALD W	SERCO LAND SERVICES INC	3/27/2000	3/27/2008	20080603	12/00-1/01/00
24	31487/003	FRANK, DONALD W	SERCO LAND SERVICES INC	3/27/2000	3/27/2008	20080603	12/00-1/01/00
25	31487/003	FRANK, DONALD W	SERCO LAND SERVICES INC	3/27/2000	3/27/2008	20080603	12/00-1/01/00
26	31487/003	FRANK, DONALD W	SERCO LAND SERVICES INC	3/27/2000	3/27/2008	20080603	12/00-1/01/00
27	31487/003	FRANK, DONALD W	SERCO LAND SERVICES INC	3/27/2000	3/27/2008	20080603	12/00-1/01/00
28	31487/003	FRANK, DONALD W	SERCO LAND SERVICES INC	3/27/2000	3/27/2008	20080603	12/00-1/01/00
29	31487/003	FRANK, DONALD W	SERCO LAND SERVICES INC	3/27/2000	3/27/2008	20080603	12/00-1/01/00
30	31487/003	FRANK, DONALD W	SERCO LAND SERVICES INC	3/27/2000	3/27/2008	20080603	12/00-1/01/00
31	31487/003	FRANK, DONALD W	SERCO LAND SERVICES INC	3/27/2000	3/27/2008	20080603	12/00-1/01/00
32	31487/003	FRANK, DONALD W	SERCO LAND SERVICES INC	3/27/2000	3/27/2008	20080603	12/00-1/01/00
33	31487/003	FRANK, DONALD W	SERCO LAND SERVICES INC	3/27/2000	3/27/2008	20080603	12/00-1/01/00
34	31487/003	FRANK, DONALD W	SERCO LAND SERVICES INC	3/27/2000	3/27/2008	20080603	12/00-1/01/00
35	31487/003	FRANK, DONALD W	SERCO LAND SERVICES INC	3/27/2000	3/27/2008	20080603	12/00-1/01/00
36	31487/003	FRANK, DONALD W	SERCO LAND SERVICES INC	3/27/2000	3/27/2008	20080603	12/00-1/01/00
37	31487/003	FRANK, DONALD W	SERCO LAND SERVICES INC	3/27/2000	3/27/2008	20080603	12/00-1/01/00
38	31487/003	FRANK, DONALD W	SERCO LAND SERVICES INC	3/27/2000	3/27/2008	20080603	12/00-1/01/00
39	31487/003	FRANK, DONALD W	SERCO LAND SERVICES INC	3/27/2000	3/27/2008	20080603	12/00-1/01/00
40	31487/003	FRANK, DONALD W	SERCO LAND SERVICES INC	3/27/2000	3/27/2008	20080603	12/00-1/01/00
41	31487/003	FRANK, DONALD W	SERCO LAND SERVICES INC	3/27/2000	3/27/2008	20080603	12/00-1/01/00
42	31487/003	FRANK, DONALD W	SERCO LAND SERVICES INC	3/27/2000	3/27/2008	20080603	12/00-1/01/00
43	31487/003	FRANK, DONALD W	SERCO LAND SERVICES INC	3/27/2000	3/27/2008	20080603	12/00-1/01/00
44	31487/003	FRANK, DONALD W	SERCO LAND SERVICES INC	3/27/2000	3/27/2008	20080603	12/00-1/01/00
45	31487/003	FRANK, DONALD W	SERCO LAND SERVICES INC	3/27/2000	3/27/2008	20080603	12/00-1/01/00
46	31487/003	FRANK, DONALD W	SERCO LAND SERVICES INC	3/27/2000	3/27/2008	20080603	12/00-1/01/00
47	31487/003	FRANK, DONALD W	SERCO LAND SERVICES INC	3/27/2000	3/27/2008	20080603	12/00-1/01/00
48	31487/003	FRANK, DONALD W	SERCO LAND SERVICES INC	3/27/2000	3/27/2008	20080603	12/00-1/01/00
49	31487/003	FRANK, DONALD W	SERCO LAND SERVICES INC	3/27/2000	3/27/2008	20080603	12/00-1/01/00
50	31487/003	FRANK, DONALD W	SERCO LAND SERVICES INC	3/27/2000	3/27/2008	20080603	12/00-1/01/00

Exhibit "B"
 Attached to and made a part of the certain Amended Declaration of Pooling
 Effective November 3, 2003
 In and South the Unit



MARY F. EVANS
 Register of Wills - Recorder of Deeds
 Clerk of Orphans' Court Division
 Court of Common Pleas of Susquehanna County
 PO BOX 218
 MONTROSE, PA 18801-0218
 (570) 278-4680



Instrument Number - 201504688
 Recorded On 5/11/2015 At 3:18:20 PM
 * Instrument Type - OIL POOLING
 Invoice Number - 178956
 * Grantor - SWN PRODUCTION COMPANY LLC
 * Grantee - NOLAN, BEVERLY J
 * Customer - SOUTHWESTERN ENERGY

* Total Pages - 6

*** FEES**

STATE WELT TAX	\$0.50
RECORDING FEES	\$78.00
RECORDER OF DEEDS	
COUNTY IMPROVEMENT FEE	\$2.00
RECORDER IMPROVEMENT FEE	\$3.00
TOTAL PAID	\$83.50

This is a certification page
DO NOT DETACH
 This page is now part
 of this legal document.

RETURN DOCUMENT TO:
 SOUTHWESTERN ENERGY COMPANY
 PO BOX 12359
 SPRING, TX 77391

I hereby CERTIFY that this document is recorded in the
 Recorder's Office of Susquehanna County, Pennsylvania.



Mary F. Evans
 MARY F. EVANS
 RECORDER OF DEEDS

* Information denoted by an asterisk may change during
 the verification process and may not be reflected on this page.



**AMENDED DECLARATION OF POOLING
INNES SOUTH GAS UNIT
HARFORD & NEW MILFORD TOWNSHIPS, SUSQUEHANNA COUNTY
COMMONWEALTH OF PENNSYLVANIA**

WHEREAS, SWN PRODUCTION COMPANY, LLC a Texas limited liability company authorized to conduct business in the Commonwealth of Pennsylvania, hereinafter referred to as "SEPCO," is record owner of all of those oil and gas leases identified in Exhibit "A" to this Amended Declaration of Pooling, hereinafter "Leases," and,

WHEREAS, the tracts of land subject to the Leases have been represented by the lessors therein to constitute the aggregate number of acres of land in the Township(s) and County(ies), Pennsylvania, as set forth in Exhibit "A" to this Amended Declaration of Pooling; and,

WHEREAS, SEPCO is authorized under the terms of the Leases to pool and/or utilize the lands covered thereby, or parts thereof, with other lands and leases to form drilling units for the drilling, development and production of oil and gas therefrom; and,

WHEREAS, by Declaration of Pooling dated effective July 1, 2012, SEPCO pooled and combined those certain oil and gas leases listed in Exhibit "A," attached thereto, such declaration being recorded on July 10, 2012, among the records of Susquehanna County, Pennsylvania as Instrument No. 201208209, and hereinafter referred to as the "Original Declaration of Pooling;" and,

WHEREAS, by Amended Declaration of Pooling dated effective April 1, 2013 and recorded on April 10, 2013, as Instrument No. 201304480, SEPCO did amend the Original Declaration of Pooling; and,

WHEREAS, by Amended Declaration of Pooling dated effective January 11, 2013 and recorded on June 7, 2013, as Instrument No. 201307127, SEPCO did amend the previous Amended Declaration of Pooling; and,

WHEREAS, by Amended Declaration of Pooling dated effective January 11, 2013 and recorded on October 16, 2013, as Instrument No. 201313203, SEPCO did amend the previous Amended Declaration of Pooling; and,

WHEREAS, by Amended Declaration of Pooling dated effective November 1, 2013 and recorded on December 4, 2013, as Instrument No. 201315791, SEPCO did amend the previous Amended Declaration of Pooling; and,

WHEREAS, SEPCO has adjusted the unit size since the Amended Declaration of Pooling due to the acquisition of additional leases.

WHEREAS, SEPCO, as authorized under the terms of the Leases and its rights as operator of the Innes South Gas Unit, has surveyed the unit boundary and the boundaries of the internal tracts comprising the Innes South Gas Unit through the services of a professional land surveyor in order to better determine the acreage and interest attributable to each or portions of each Lease pooled herein.

NOW, THEREFORE, for and in consideration of the premises and pursuant to the authority set forth in said Leases, SEPCO does hereby declare, pool, unitize and combine said Leases or portions thereof, into a single pool containing the aggregate number of acres identified in Exhibit "A," the boundary of which is depicted in red on the plat identified as Exhibit "B," attached hereto and made a part hereof, for the drilling, development, and production of oil and/or gas therefrom as to all formations and depths. To the extent of any inconsistency between the information contained in Exhibit "A" and that depicted in Exhibit "B," the information in Exhibit "A" shall supersede and control.

This Amended Declaration of Pooling shall supersede and replace the Original Declaration of Pooling and Amended Declarations of Pooling effective as of the date identified in Exhibit "A" hereof. The unit created by this Amended Declaration of Pooling shall be and the same is hereby designated as the name set forth in Exhibit "A."

This Amended Declaration of Pooling is made without prejudice to the rights of SEPCO to amend, restate, increase, reduce and otherwise change or adjust the pool declared hereby from time to time as SEPCO determines to be necessary or convenient to the proper development of the affected reservoir.

IN WITNESS WHEREOF, SEPCO, acting by and through its duly authorized representative, has executed this Amended Declaration of Pooling which shall be effective as of May 1, 2015.

SWN Production Company, LLC

By: 
Jim R. Dewbre
Its: Sr. Vice President - Land



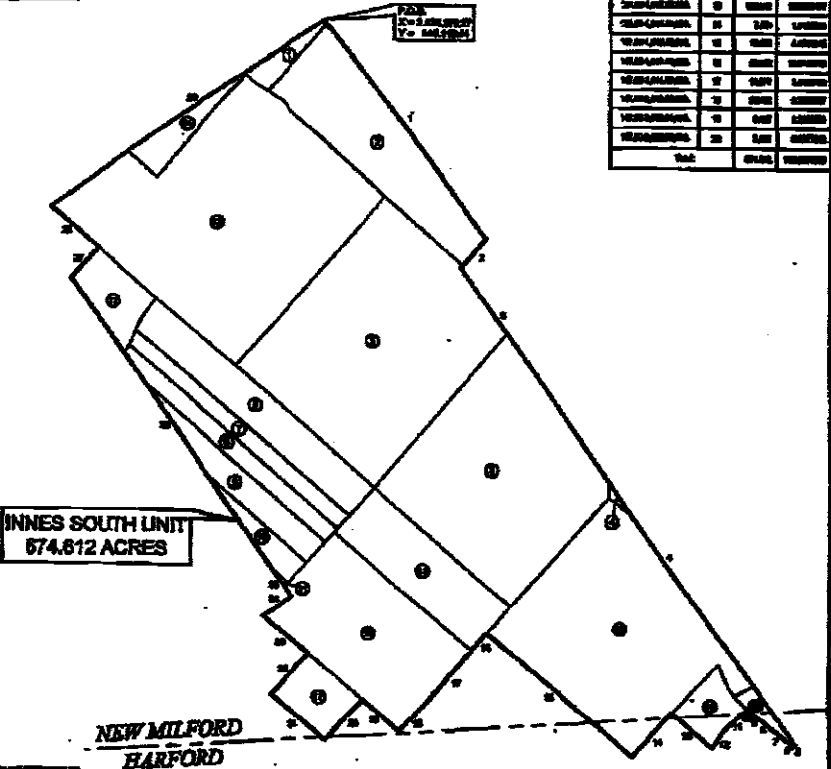
EXHIBIT "A"
Attached to and made a part of that certain Amended Declaration of Pooling effective May 1, 2015
Innes South Gas Unit
Harford and New Milford Townships, Susquehanna County, Pennsylvania

Number on Map	Lease No.	Original Lessor	Original Lessee	Lease Date	Recording Date	Recording Information	Tract Parcel ID	Acres in Pooled Unit
1	111457/000	NOLAN, BEVERLY J & EDWARD C	ELEXCO LAND SERVICES INC	12/14/2007	1/25/2009	200908096	128.00-1,013.02	4.500
2	112969/000	MALNEMES, KAREN L & JAMES C	SOUTHWESTERN ENERGY PRODUCTION COMPANY	12/7/2010	12/21/2010	201029794	128.00-1,012.00	45.996
3	116776/000	OSBORNE, RICHARD A & MAINE	ELEXCO LAND SERVICES INC	10/17/2007	11/21/2007	200711823	128.00-1,014.00	50.645
4	117918/000	SOUTH NEW MILFORD BAPTIST CHURCH	ELEXCO LAND SERVICES INC	8/29/2008	10/19/2009	200915411	128.00-1,098.02	0.514
5	110851/000	J. ARTHUR BULLARD TRUST	ELEXCO LAND SERVICES INC	11/9/2007	12/21/2007	200718684	128.00-1,044.00	111.989
6	117890/000	EGNER, ROY E	ELEXCO LAND SERVICES INC	8/27/2009	10/9/2009	200914089	128.00-1,045.01	29.782
7	117841/000	STYZELICH, STEPHEN	ELEXCO LAND SERVICES INC	8/19/2009	9/15/2009	200913442	128.00-1,045.03	12.826
8	117889/000	EDWARDOWSKI, DOMINICK & DENISE M	ELEXCO LAND SERVICES INC	8/18/2009	9/29/2009	200914786	128.00-1,045.04	19.310
9	117849/000	ZUPANOVICH, ROBERT A	ELEXCO LAND SERVICES INC	8/19/2009	9/29/2009	200914258	128.00-1,043.03	11.859
10	118589/000	BURKOWSKI, JOHN	ELEXCO LAND SERVICES INC	10/28/2009	11/16/2009	200917097	128.00-1,045.07	5.790
11	120483/000	WILDERSON, WILLIAM H & CAROL L	ELEXCO LAND SERVICES INC	5/21/2010	6/9/2010	201008277	128.00-1,045.08	0.177
12	119873/000	SAGER, SUGAN ANN & JAMES A	ELEXCO LAND SERVICES INC	11/19/2009	4/5/2010	201004658	128.00-1,046.00	11.645
13	200188/000	ALEXANDER, ROBERT F SR & CHERYL	SOUTHWESTERN ENERGY PRODUCTION COMPANY	9/29/2011	10/21/2011	201112899	128.00-1,047.00	127.089
14	109927/000	KILMER, THOMAS	ELEXCO LAND SERVICES INC	7/31/2007	8/24/2007	200709372	128.00-1,048.00	7.931
15	700949/000	KILMER, HERBERT & ELSIE	SOUTHWESTERN ENERGY PRODUCTION COMPANY	10/26/2011	12/7/2011	201114971	147.00-1,008.00	30.051
16	110819/000	KILMER, THOMAS	ELEXCO LAND SERVICES INC	11/14/2007	12/21/2007	200719690	147.00-1,008.00	91.052
17	114340/000	KILMER, JEFFREY	ELEXCO LAND SERVICES INC	7/18/2008	8/15/2008	200812354	147.00-2,011.00	11.870
18	700949/000	BRUNELLE, MARITHA MELVAN	SOUTHWESTERN ENERGY PRODUCTION COMPANY	10/26/2011	12/7/2011	201114973	147.00-2,012.00	55.402
19	713144/000	BRUNELLE, MARITHA MELVAN	FORTUNA ENERGY INC	9/29/2009	9/21/2010	201010252	147.00-2,022.03	8.197
20	713142/000	MACOSGAN, SALLY FISHER	FORTUNA ENERGY INC	9/19/2009	9/1/2010	201007549	147.00-2,023.00	2.689
								Total:
								674.612

Exhibit "B"
Attached to and made a part of that certain Amended Declaration of Pooling
Effective May 1, 2015
Innes South Gas Unit

COUNTY	TOWNSHIP	SECTION	ANGLE	BEARING	ADJACENT
1	0.00' 00" 00"	000.00'	00	0.00' 00" 00"	000.00'
2	0.00' 00" 00"	000.00'	00	0.00' 00" 00"	000.00'
3	0.00' 00" 00"	000.00'	00	0.00' 00" 00"	000.00'
4	0.00' 00" 00"	000.00'	00	0.00' 00" 00"	000.00'
5	0.00' 00" 00"	000.00'	00	0.00' 00" 00"	000.00'
6	0.00' 00" 00"	000.00'	00	0.00' 00" 00"	000.00'
7	0.00' 00" 00"	000.00'	00	0.00' 00" 00"	000.00'
8	0.00' 00" 00"	000.00'	00	0.00' 00" 00"	000.00'
9	0.00' 00" 00"	000.00'	00	0.00' 00" 00"	000.00'
10	0.00' 00" 00"	000.00'	00	0.00' 00" 00"	000.00'
11	0.00' 00" 00"	000.00'	00	0.00' 00" 00"	000.00'
12	0.00' 00" 00"	000.00'	00	0.00' 00" 00"	000.00'
13	0.00' 00" 00"	000.00'	00	0.00' 00" 00"	000.00'
14	0.00' 00" 00"	000.00'	00	0.00' 00" 00"	000.00'
15	0.00' 00" 00"	000.00'	00	0.00' 00" 00"	000.00'
16	0.00' 00" 00"	000.00'	00	0.00' 00" 00"	000.00'
17	0.00' 00" 00"	000.00'	00	0.00' 00" 00"	000.00'
18	0.00' 00" 00"	000.00'	00	0.00' 00" 00"	000.00'
19	0.00' 00" 00"	000.00'	00	0.00' 00" 00"	000.00'
20	0.00' 00" 00"	000.00'	00	0.00' 00" 00"	000.00'

Well	Well No.	Acres	Pooling Area
WELL-00000001	1	0.00	0.0000
WELL-00000002	2	0.00	0.0000
WELL-00000003	3	0.00	0.0000
WELL-00000004	4	0.00	0.0000
WELL-00000005	5	0.00	0.0000
WELL-00000006	6	0.00	0.0000
WELL-00000007	7	0.00	0.0000
WELL-00000008	8	0.00	0.0000
WELL-00000009	9	0.00	0.0000
WELL-00000010	10	0.00	0.0000
WELL-00000011	11	0.00	0.0000
WELL-00000012	12	0.00	0.0000
WELL-00000013	13	0.00	0.0000
WELL-00000014	14	0.00	0.0000
WELL-00000015	15	0.00	0.0000
WELL-00000016	16	0.00	0.0000
WELL-00000017	17	0.00	0.0000
WELL-00000018	18	0.00	0.0000
WELL-00000019	19	0.00	0.0000
WELL-00000020	20	0.00	0.0000
Total	20	0.00	0.0000



INNES SOUTH UNIT
674.812 ACRES

NEW MILFORD
HARFORD

GENERAL NOTES:
 1. All measurements are in feet and decimal fractions thereof.
 2. All bearings are true bearings.
 3. All distances are in feet and decimal fractions thereof.

FOR THE REGISTERING OFFICE OF
 THE COMMONWEALTH OF PENNSYLVANIA
 I, *Stephen A. Pappas*, Notary Public,
 do hereby certify that the foregoing is a true and correct copy of the original as filed in my office.
 Stephen A. Pappas, Notary Public
 Registration No. 000007-4



SWN PRODUCTION COMPANY, LLC
INNES SOUTH UNIT
CONTAINING 674.812 ACRES
NEW MILFORD & HARFORD TOWNSHIPS
SURCHESNAN COUNTY, PENNSYLVANIA



APPROVED BY	DATE	REASON
WILLIAMSON	11/1/2014	APPROVED FOR SIGNATURE
DAVID WATSON	11/1/2014	APPROVED FOR SIGNATURE
FOR THE REGISTERING OFFICE OF THE COMMONWEALTH OF PENNSYLVANIA		

MARY F. EVANS
 Register of Wills - Recorder of Deeds
 Clerk of Orphans' Court Division
 Court of Common Pleas of Susquehanna County
 PO BOX 218
 MONTROSE, PA 18801-0218
 (570) 272-4600



SUSQUEHANNA COUNTY COURTHOUSE
 MONTROSE, PENNSYLVANIA

Instrument Number - 201505727
 Recorded On 6/12/2015 At 3:38:34 PM
 * Instrument Type - OIL POOLING
 Invoice Number - 177136
 * Grantor - SWN PRODUCTION COMPANY LLC
 * Grantee - NOLAN, BEVERLY J
 * Customer - SOUTHWESTERN ENERGY
 * FEES

* Total Pages - 5

STATE MILIT TAX	\$0.50
RECORDING FEE -	\$63.50
RECORDER OF DEEDS	
COUNTY IMPROVEMENT FEE	\$2.00
RECORDER IMPROVEMENT FEE	\$3.00
TOTAL PAID	\$69.00

This is a certification page
DO NOT DETACH
 This page is now part
 of this legal document.

RETURN DOCUMENT TO:
 SWN PRODUCTION COMPANY LLC
 PO BOX 12359
 SPRING, TX 77391
 ATTN: MELISSA JACKSON

I hereby CERTIFY that this document is recorded in the
 Recorder's Office of Susquehanna County, Pennsylvania.



Mary F. Evans
 MARY F. EVANS
 RECORDER OF DEEDS

** - Information denoted by an asterisk may change during
 the verification process and may not be reflected on this page.



**CORRECTED AMENDED DECLARATION OF POOLING
INNES SOUTH GAS UNIT
NEWMILFORD AND HARFORD TOWNSHIPS, SUSQUEHANNA COUNTY
COMMONWEALTH OF PENNSYLVANIA**

WHEREAS, SWN PRODUCTION COMPANY, LLC, a Texas limited liability company authorized to conduct business in the Commonwealth of Pennsylvania ("SEPCO"), filed of record an Amended Declaration of Pooling for the Innes South Gas Unit by instrument dated effective May 1, 2015 and recorded on May 11, 2015 as Instrument No. 201504608 in the records of the Susquehanna County Recorder's Office ("Amended Declaration of Pooling"), and;

WHEREAS, SEPCO has determined that there are errors associated with the above mentioned document, and SEPCO desires to correct such errors.

NOW, THEREFORE, for and in consideration of the premises:

1. SEPCO hereby changes the Amended Declaration of Pooling for the Innes South Gas Unit by replacing the original Exhibits "A" & "B" with the attached Exhibits "A" & "B".

This Corrected Amended Declaration of Pooling is made without prejudice to the rights of SEPCO to amend, restate, increase, reduce or otherwise change or adjust the pool heretofore declared (and hereby corrected) from time to time as SEPCO determines to be necessary or convenient to the proper development of the affected reservoir.

IN WITNESS WHEREOF, SEPCO, acting by and through its duly authorized representative, has executed this Corrected Amended Declaration of Pooling which shall be effective as of May 1, 2015.

SWN Production Company, LLC

By: 
Jim R. Dewbre
Its: Sr. V.P. of Land

WF
2/1

ACKNOWLEDGMENT BY COMPANY

State of Texas §
 §
County of Harris §

On this, the 9th day of June, 2015, before me Keista M. Paul
the undersigned officer, personally appeared Jim R. Dewbra, who acknowledged
himself to be the Sr. V. P. of Land of SWN Production Company, LLC, a Texas limited
liability company, and that he as such officer, being authorized to do so, executed the
foregoing instrument for the purposes therein contained by signing the name of the
company by himself as Sr. VP of Land.

In Witness Whereof, I hereunto set my hand and Notarial seal.


Notary Public

My commission expires:



EXHIBIT "A"
Attached to and made a part of that certain Corrected Amended Declaration of Pooling effective May 1, 2015
James South Gas Unit

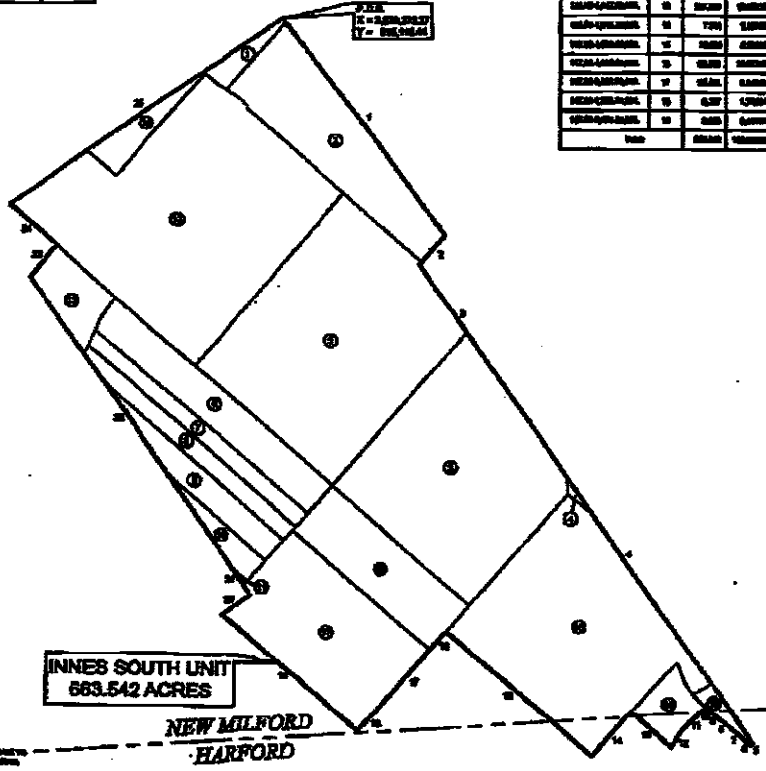
Hanford and New Milford Townships, Susquehanna County, Pennsylvania

Number on Map	Lessee No.	Original Lessor	Original Lessee	Lease Date	Recording Date	Recording Information	Tax Parcel ID	Acres in Pooled Unit
1	111457/000	NOLAN, BEVERLY J & EDWARD C	ELEXCO LAND SERVICES INC	12/14/2007	1/29/2008	200800906	128.00-1,011.02	4.500
2	121649/000	MALKENAS, KAREN L & JAMES C	SOUTHWESTERN ENERGY PRODUCTION COMPANY	12/7/2010	12/27/2010	200802374	128.00-1,013.00	48.996
3	130476/000	OSBORNE, ROYALD & ELAINE	ELEXCO LAND SERVICES INC	10/17/2007	11/27/2007	200711821	128.00-1,038.00	90.645
4	117938/000	SOUTH NEW MILFORD BAPTIST CHURCH	ELEXCO LAND SERVICES INC	8/29/2009	10/19/2009	200915491	128.00-1,038.02	0.514
5	110838/000	J. ARTHUR BULLARD TRUST	ELEXCO LAND SERVICES INC	11/9/2007	12/21/2007	200718684	128.00-1,044.00	11.983
6	117890/000	BENER, ROY E	ELEXCO LAND SERVICES INC	8/17/2009	10/15/2009	200914889	128.00-1,045.01	28.782
7	117849/000	STRUBLECK, STEPHEN	ELEXCO LAND SERVICES INC	8/10/2009	8/31/2009	200919442	128.00-1,045.03	12.929
8	117849/000	GIMAZDOWSKI, DOMINICK & DENISE M	ELEXCO LAND SERVICES INC	8/18/2009	9/23/2009	200914266	128.00-1,045.04	13.910
9	117849/000	ZUPANOVICH, ROBERT A	ELEXCO LAND SERVICES INC	8/10/2009	9/23/2009	200914158	128.00-1,045.05	13.869
10	118519/000	BUKOWSKI, JOHN	ELEXCO LAND SERVICES INC	10/28/2009	11/16/2009	200917097	128.00-1,045.07	5.790
11	120481/000	WILDERSON, WILLIAM H & CAROL L	ELEXCO LAND SERVICES INC	5/21/2010	6/8/2010	201008277	128.00-1,045.08	0.177
12	119078/000	SAGER, SUSAN ANN & JAMES A	ELEXCO LAND SERVICES INC	12/29/2009	4/5/2010	201004839	128.00-1,046.00	11.645
13	700981/000	ALEXANDER, ROBERT F SR & CHERYL	SOUTHWESTERN ENERGY PRODUCTION COMPANY	9/29/2011	10/21/2011	201113888	128.00-2,047.00	127.089
14	109027/000	INNES, FRANKLIN R	ELEXCO LAND SERVICES INC	7/12/2007	8/24/2007	200709272	128.00-1,049.00	7.531
15	700949/000	KILMER, HERBERT & ELSIE	SOUTHWESTERN ENERGY PRODUCTION COMPANY	10/26/2011	11/7/2011	201114971	147.00-1,058.00	30.051
16	110819/000	KILMER, THOMAS	ELEXCO LAND SERVICES INC	11/14/2007	12/21/2007	200718690	147.00-1,058.00	92.032
17	700949/000	BRUNELLE, MARTHA MELVAN	ELEXCO LAND SERVICES INC	10/16/2011	11/7/2011	201114971	147.00-2,012.00	55.402
18	723144/000	JENNINGS, RONALD J	SOUTHWESTERN ENERGY PRODUCTION COMPANY	9/19/2009	1/1/2010	201002551	147.00-2,022.01	8.197
19	713142/000	BRUNELLE, MARTHA MELVAN	ELEXCO LAND SERVICES INC	9/19/2009	3/1/2010	201002549	147.00-2,023.00	2.683
		MORGAN, SALLY FISHER	PORTUNA ENERGY INC					
		FISHER, DORREN M	PORTUNA ENERGY INC					
							Total:	688.142

Exhibit "B"
 Attached to and made a part of that certain Corrected Amended Declaration
 of Pooling
 Effective May 1, 2015
 Innes South Gas Unit

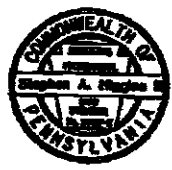
CONCRETE	BRIDGE	CONCRETE	CONCRETE	BRIDGE	CONCRETE
1	0.20' 0.20' E	20.00' 0'	0'	0.20' 0.20' W	0.20' 0.20'
2	0.20' 0.20' E	20.00' 0'	0'	0.20' 0.20' W	0.20' 0.20'
3	0.20' 0.20' E	20.00' 0'	0'	0.20' 0.20' W	0.20' 0.20'
4	0.20' 0.20' E	20.00' 0'	0'	0.20' 0.20' W	0.20' 0.20'
5	0.20' 0.20' E	20.00' 0'	0'	0.20' 0.20' W	0.20' 0.20'
6	0.20' 0.20' E	20.00' 0'	0'	0.20' 0.20' W	0.20' 0.20'
7	0.20' 0.20' E	20.00' 0'	0'	0.20' 0.20' W	0.20' 0.20'
8	0.20' 0.20' E	20.00' 0'	0'	0.20' 0.20' W	0.20' 0.20'
9	0.20' 0.20' E	20.00' 0'	0'	0.20' 0.20' W	0.20' 0.20'
10	0.20' 0.20' E	20.00' 0'	0'	0.20' 0.20' W	0.20' 0.20'
11	0.20' 0.20' E	20.00' 0'	0'	0.20' 0.20' W	0.20' 0.20'
12	0.20' 0.20' E	20.00' 0'	0'	0.20' 0.20' W	0.20' 0.20'
13	0.20' 0.20' E	20.00' 0'	0'	0.20' 0.20' W	0.20' 0.20'
14	0.20' 0.20' E	20.00' 0'	0'	0.20' 0.20' W	0.20' 0.20'
15	0.20' 0.20' E	20.00' 0'	0'	0.20' 0.20' W	0.20' 0.20'

TRACT	TRACT NO.	ACRES	PERCENT
INNES SOUTH UNIT	1	0.20	0.003%
INNES SOUTH UNIT	2	0.20	0.003%
INNES SOUTH UNIT	3	0.20	0.003%
INNES SOUTH UNIT	4	0.20	0.003%
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INNES SOUTH UNIT	97	0.20	0.003%
INNES SOUTH UNIT	98	0.20	0.003%
INNES SOUTH UNIT	99	0.20	0.003%
INNES SOUTH UNIT	100	0.20	0.003%



GENERAL NOTES:
 1. This map is prepared in accordance with the provisions of the Pennsylvania Real Estate Law, Act No. 54 of 1962, as amended, and the regulations of the Department of State.
 2. This map is a true and correct copy of the original map as filed in the office of the Register of Deeds.

FOR THE EXCLUSIVE USE OF SWN PRODUCTION COMPANY, LLC
 (Member of the same ownership as the other parties to the Pooling Agreement)
Stephen A. Shapiro, Jr.
 Surveyor No. 66646



SWN PRODUCTION COMPANY, LLC
 INNES SOUTH UNIT
 COVERING 663.542 ACRES
 NEW MILFORD & HARFORD TOWNSHIPS
 SULLYMANNA COUNTY, PENNSYLVANIA



APPLICABLE LAW	REVISION
PA 12-12-001	1.00
PA 12-12-002	1.00
PA 12-12-003	1.00
PA 12-12-004	1.00
PA 12-12-005	1.00
PA 12-12-006	1.00
PA 12-12-007	1.00
PA 12-12-008	1.00
PA 12-12-009	1.00
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PA 12-12-026	1.00
PA 12-12-027	1.00
PA 12-12-028	1.00
PA 12-12-029	1.00
PA 12-12-030	1.00

MARY F. EVANS
Register of Wills - Recorder of Deeds
Clerk of Orphans' Court Division
Court of Common Pleas of Susquehanna County
PO BOX 218
MONTROSE, PA 18801-0218
(570) 278-4600



SUSQUEHANNA COUNTY COURT HOUSE
MONTROSE, PENNSYLVANIA

Instrument Number - 201317052
Recorded On 12/31/2013 At 11:02:41 AM
* Instrument Type - DEED
* Invoice Number - 157364
* Grantor - HORN, MARY CONSTANCE
* Grantee - BRIGGS, ADAM
* Customer - LAURENCE M KELLY

* Total Pages - 9

*** FEES**

STATE WRIT TAX	\$0.50
STATE JCS/ACCESS TO JUSTICE	\$23.50
RECORDING FEES - RECORDER OF DEEDS	\$26.50
AFFORDABLE HOUSING	\$13.00
COUNTY IMPROVEMENT FEE	\$2.00
RECORDER IMPROVEMENT FEE	\$3.00
MOUNTAIN VIEW SCHOOL	\$0.00
REALTY TAX	
HARFORD TOWNSHIP	\$0.00
TOTAL PAID	\$68.50

This is a certification page

DO NOT DETACH

This page is now part
of this legal document.

RETURN DOCUMENT TO:
ADAM BRIGGS
618 RICHARDSON ROAD
NEW MILFORD, PA 18834

I hereby CERTIFY that this document is recorded in the
Recorder's Office of Susquehanna County, Pennsylvania.



Mary F. Evans
MARY F. EVANS
RECORDER OF DEEDS

* - Information denoted by an asterisk may change during
the verification process and may not be reflected on this page.



IN THE COURT OF COMMON PLEAS OF SUSQUEHANNA COUNTY, PA

ADAM BRIGGS, PAULA BRIGGS, his wife,
JOSHUA BRIGGS, SARAH H. BRIGGS,

Plaintiffs,

v.

SOUTHWESTERN ENERGY PRODUCTION
COMPANY

Defendant

CIVIL ACTION - LAW

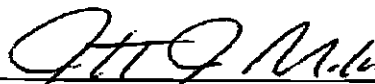
NO. 2015-1253

CERTIFICATE OF SERVICE

I, Jeffrey J. Malak, Esquire, do hereby certify that on December 22, 2015, a true and correct copy of the Answer, New Matter and Counterclaim of SWN Production Company, LLC to Plaintiffs' Complaint was sent via U.S. Mail, first class, to:

Lawrence M. Kelly, Esquire
Kelly Law Office
65 Public Avenue
Montrose, PA 18801

Respectfully submitted,



Jeffrey J. Malak, Esquire
Attorney I.D. No. 86071
CHARITON, SCHWAGER & MALAK
138 South Main St., P.O. Box 910
Wilkes-Barre, PA 18703-0910
Telephone: 570-824-3511
Facsimile: 570-824-3580
Internet: www.csmlawoffices.com
Attorney for SWN Production Company, LLC

KELLY LAW OFFICE
LAURENCE M. KELLY
Attorney at Law
65 Public Avenue
Montrose, PA 18801
(570) 278-3861
(570) 278-3112 FAX
I.D. # 27033
Counsel for Plaintiffs

IN THE COURT OF COMMON PLEAS
SUSQUEHANNA COUNTY, PENNSYLVANIA

ADAM BRIGGS, PAULA BRIGGS, his wife,
JOSHUA BRIGGS, SARAH BRIGGS

v.

2015-1253

SOUTHWESTERN ENERGY PRODUCTION COMPANY

JURY TRIAL DEMANDED

ANSWER OF PLAINTIFFS TO
DEFENDANT'S NEW MATTER
AND COUNTERCLAIM

Now come the Plaintiffs who make the following Answer to the New
Matter of the Defendant:

21. Conclusion of law to which no response is required.
22. Conclusion of law to which no response is required.
23. Conclusion of law to which no response is required.
24. Conclusion of law to which no response is required.
25. Conclusion of law to which no response is required.
26. Conclusion of law to which no response is required.
27. Conclusion of law to which no response is required.
28. Conclusion of law to which no response is required.
29. Conclusion of law to which no response is required.
30. Conclusion of law to which no response is required.
31. Conclusion of law to which no response is required.
32. Conclusion of law to which no response is required.
33. Conclusion of law to which no response is required.
34. Conclusion of law to which no response is required.

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FILED
SUSQUEHANNA COUNTY

35. Conclusion of law to which no response is required.

36. Conclusion of law to which no response is required.

37. Conclusion of law to which no response is required.

38. Conclusion of law to which no response is required.

39. Conclusion of law to which no response is required.

40. Conclusion of law to which no response is required.

41. Conclusion of law to which no response is required.

42. Conclusion of law to which no response is required.

43. Conclusion of law to which no response is required.

44. After reasonable investigation, Plaintiffs are without knowledge or information sufficient to form a belief as to the truth of the averment contained in paragraph 44 of the new matter and such averment is deemed denied.

44.1. SWN has drilled wells intended to extract natural gas from under the land of the Plaintiffs.

45. After reasonable investigation, Plaintiffs are without knowledge or information sufficient to form a belief as to the truth of the averment contained in paragraph 45 of the new matter and such averment is deemed denied.

45.1. SWN has drilled wells intended to extract natural gas from under the land of the Plaintiffs.

46. Admitted that Plaintiffs have not alleged any fraudulent intent.

47. After reasonable investigation, Plaintiffs are without knowledge or information sufficient to form a belief as to the truth of the averment contained in paragraph 47 of the new matter and such averment is deemed denied.

47.1. SWN has drilled wells intended to extract natural gas from under

the land of the Plaintiffs.

48. Admitted.
49. Admitted.
50. Conclusion of law to which no response is required.
51. Conclusion of law to which no response is required.
52. Conclusion of law to which no response is required.
- 52.1. Denied. See the Complaint.
53. Conclusion of law to which no response is required.
- 53.1. Denied. See the Complaint.
54. Conclusion of law to which no response is required.
- 54.1. Denied. See the Complaint.
55. Conclusion of law to which no response is required.
- 55.1. Denied. See the Complaint.
56. Conclusion of law to which no response is required.
57. Conclusion of law to which no response is required.
58. Conclusion of law to which no response is required.
59. Conclusion of law to which no response is required.
60. Conclusion of law to which no response is required.
- 60.1. Denied. See the Complaint, paragraph 12.
61. Conclusion of law to which no response is required.
- 61.1. Plaintiffs allege that natural gas is being extracted from under their land by way of wells, the boreholes of which are located on land in SWN units.
62. Conclusion of law to which no response is required.
63. Conclusion of law to which no response is required.
64. Conclusion of law to which no response is required.
65. Conclusion of law to which no response is required.

66. Conclusion of law to which no response is required.
67. Conclusion of law to which no response is required.
68. Conclusion of law to which no response is required.
- 68.1. See paragraphs 10 through 12 of the Complaint.
69. Conclusion of law to which no response is required.
- 69.1. See paragraphs 10 through 12 of the Complaint.
70. Conclusion of law to which no response is required.
71. Conclusion of law to which no response is required.
72. Conclusion of law to which no response is required.
73. Conclusion of law to which no response is required.
74. Conclusion of law to which no response is required.
75. Conclusion of law to which no response is required.
76. Conclusion of law to which no response is required.
77. Admitted.
- 78-87. Irrelevant. See Paragraphs 77 and 88.
89. Conclusion of law to which no response is required.
90. Conclusion of law to which no response is required.
91. Admitted.
92. After reasonable investigation, Plaintiffs are without knowledge or information sufficient to form a belief as to the truth of the averment contained in paragraph 92 of the new matter and such averment is deemed denied.
 - 92.1. SWN has drilled wells intended to extract natural gas from under the land of the Plaintiffs.

**ANSWER OF PLAINTIFFS TO COUNTERCLAIM
SEEKING DECLARATIVE RELIEF**

93. No response required.

94. Conclusion of law to which no response is required
95. Conclusion of law to which no response is required
96. Conclusion of law to which no response is required
97. Conclusion of law to which no response is required
98. Conclusion of law to which no response is required
99. Conclusion of law to which no response is required
100. No response required.
101. No response required.
102. No response required.

KELLY LAW OFFICE

BY



LAURENCE M. KELLY

65 Public Avenue

Montrose, PA 18801

(570) 278-3861

(570) 278-3112 FAX

I.D. # 27033

VERIFICATION

Affiant, ADAM BRIGGS, verifies that the facts set forth in the foregoing pleading are true and correct upon affiant's personal knowledge, information and belief. To the extent that the foregoing contains averments which are inconsistent in fact, I verify that my knowledge or information is sufficient to form a belief that one or more of them is true, although I am currently unable, after reasonable investigation, to ascertain which of the inconsistent averments are true.

To the extent that the foregoing contains legal conclusions or opinions, I hereby state that my Verification is made upon the advice of counsel, upon whom I have relied in the filing of this document.

This Verification is made subject to the penalties of 18 Pa. C.S.A. 4904 relating to unsworn falsification to authorities.


ADAM BRIGGS

CERTIFICATE OF SERVICE

I hereby certify that I am this day serving the foregoing document upon the person(s) and in the manner indicated below.

SERVICE BY
FIRST CLASS U.S. MAIL
OR TELEFAX OR EMAIL OR PERSONAL SERVICE
TO THE OFFICE OF

Jeffrey J. Malak, Esq.
CHARITON, SCHWAGER & MALAK
138 South Main Street P.O. BOX 910
Wilkes Barre PA 18703
570-824-3511
3580
jjm@csmlawoffices.com

KELLY LAW OFFICE

BY 
LAURENCE M. KELLY
65 Public Avenue
Montrose, PA 18801
(570) 278-3861
(570)278-3112 FAX
I.D. # 27033

DATED: date filed

COPY

IN THE COURT OF COMMON PLEAS OF SUSQUEHANNA COUNTY, PA

**ADAM BRIGGS, PAULA BRIGGS, his wife,
JOSHUA BRIGGS, SARAH H. BRIGGS,**

Plaintiffs,

CIVIL ACTION - LAW

v.

**SOUTHWESTERN ENERGY PRODUCTION
COMPANY**

NO. 2015-1253

Defendant

**FILED
SUSQUEHANNA COUNTY
2017 APR 24 AM 11:4
PROthonotary**

MOTION FOR SUMMARY JUDGMENT

Pursuant to Pa. R.C.P. No. 1035.2, Southwestern Energy Production Company ~~is~~/a

SWN Production Company, LLC ("SWN"), by and through its undersigned counsel, Jeffrey J. Malak, Esquire, of Chariton, Schwager & Malak, hereby files this Motion for Summary Judgment ("Motion") against Adam Briggs, Paula Briggs, his wife, Joshua Briggs and Sarah H. Briggs, ("Plaintiffs") and in support of the Motion avers as follows:

I. INTRODUCTION

1. SWN has engaged in lawful oil and gas activities on properties located "nearby" a property consisting of 11.07 acres, which is part of Parcel No. 147-00-2,011.00, located in Harford Township, Susquehanna County, Pennsylvania, owned by Plaintiffs ("Subject Property").
2. In this action ("Action"), Plaintiffs allege that SWN has committed trespass and conversion by engaging in lawful oil and gas activities, not on the Subject Property, but, rather too "close" to the Subject Property.
3. Pennsylvania law does not, nor has it ever, recognized trespass or conversion claims against an operator for engaging in lawful oil and activities too "close" to an adjacent

property.

4. Plaintiffs seek to have this Court create new law and permit them to recover for trespass and conversion in disregard of binding Pennsylvania precedent and persuasive authority from both Federal and other State Courts.

II. PROCEDURAL HISTORY

5. On or about November 5, 2015, Plaintiffs filed a Complaint in this Action ("Complaint") asserting the following claims and counts against SWN: Count I - Trespass, Count II - Conversion and Count III - Punitive Damages.
6. On or about December 23, 2015, SWN filed its Answer ("SWN Answer"), New Matter ("SWN New Matter") and Counterclaim ("SWN Counterclaim") to the Complaint.
7. In the SWN Answer, SWN asserted various affirmative defenses to the Complaint, including, but not necessarily limited to, that Plaintiffs' claims fail as a matter of law, that Plaintiffs' claims are barred by Pennsylvania's rule of capture and title concepts regarding oil and gas, that Plaintiffs' claims are barred by the applicable statute of limitations and that Plaintiffs have not averred facts that would permit a finding that SWN acted recklessly or with evil motive.
8. In the SWN Answer, SWN also asserted a claim for declaratory relief against Plaintiffs seeking confirmation that SWN's lawful oil and gas activities conducted "nearby" the Subject Property is justified.
9. On or about January 7, 2016, Plaintiffs filed their Answer to SWN's New Matter and SWN's Counterclaim ("Plaintiffs' Answer").
10. SWN and Plaintiffs have engaged in discovery which has been completed, and the relevant

pleadings are closed.

III. FACTS AND BACKGROUND

11. On or about July 8, 2008, a Paid Up Oil and Gas Lease ("Lease") was entered into by and between M. Constance Horn, a/k/a Constance Horn ("Horn") and Elexco Land Services, Inc., ("Elexco") covering 74.03 acres in Susquehanna County, Pennsylvania (which included the Subject Property). A copy of the Lease is attached to this Motion as **Exhibit "1"** and is incorporated by reference.
12. Horn was owner of the Subject Property by Deed dated August 18, 1986, by and between David J. Sheaffer and Denise E. Sheaffer, his wife, and Fenwick P. Horn and Horn, his wife, which was recorded in Deed Book 438, Page 72, in the land records of Susquehanna County, Pennsylvania. A copy of the Deed is attached to this Motion as **Exhibit "2"** and is incorporated by reference.
13. Horn was the mother of Plaintiffs, Adam Briggs, Joshua Briggs and Sarah Briggs, and the mother-in law of Plaintiff, Paula Briggs.
14. SWN, as successor in interest to Elexco, assigned the entire Lease to Cabot Oil & Gas Corporation ("Cabot") on December 15, 2010 ("Cabot Assignment"), which Cabot Assignment was recorded at Instrument Number 201101650 in the land records of Susquehanna County, Pennsylvania.
15. On or about November 15, 2012, Cabot made a partial assignment ("Partial Assignment") of the Lease back to SWN which included the Subject Property. A copy of the Partial Assignment is attached to this Motion as **Exhibit "3"** and is incorporated by reference.
16. Consistent with the Partial Assignment, Cabot retained the remaining 62.96 acres covered

by the Lease.

17. Horn and Cabot entered into a Ratification of the Lease ("Ratification"), recorded at Instrument Number 201400650 in the land records of Susquehanna County, Pennsylvania, which, among other things, extended the five-year primary term of the Lease for an additional year, such that the six-year primary term of the Lease would expire July 18, 2014. A copy of the Ratification is attached to this Motion as Exhibit "4" and is incorporated by reference.
18. The Ratification was limited to the Lease covering 62.96 acres which was held by Cabot but, did not include the Subject Property, which had been assigned previously to SWN by Cabot in the Partial Assignment.
19. SWN's portion of the Lease, which pertained to the Subject Property, was not affected by the Ratification.
20. SWN decided not to explore for gas on, or extend the Lease covering the Subject Property, and the Lease as to the Subject Property expired by its own terms on July 18, 2013.
21. On or about October 2, 2013, Horn passed away.
22. On or about October 7, 2013, Plaintiff, Adam Briggs, was appointed Executor of Horn's Last Will and Testament ("Horn Estate").
23. On or about December 4, 2013, Plaintiffs became the record owners of 74.03 acres (which included the Subject Property) by a Deed from the Horn Estate recorded at Instrument No. 201317052 in the land records of Susquehanna County, Pennsylvania ("Plaintiffs' Deed"). A copy of Plaintiffs' Deed is attached to this Motion as Exhibit "5" and is incorporated by reference.

24. Since 2011, SWN has engaged in lawful oil and gas activities on properties that are located "nearby" the Subject Property, which properties, comprise drilling units more commonly known as the Innes Gas Unit ("Innes Unit") and the Folger Gas Unit ("Folger Unit").
25. The Subject Property is not part of the Innes Unit or the Folger Unit. Copies of the Folger Declarations and the Innes Declarations which list all properties that comprise both the Innes Unit and Folger Unit are attached to this Motion collectively as Exhibit "6" and are incorporated by reference.
26. The record in this Action confirms that SWN has not entered in or on the Subject Property, has not engaged in any oil and gas activities in or on the Subject Property, and has not drilled any oil and gas wells in or on the Subject Property.

IV. APPLICABLE LEGAL STANDARD

27. Pursuant to Pa. R.C.P. 1035.2, a Court may grant summary judgment at the close of the relevant proceedings if there is no genuine issue of material fact or if an adverse party has failed to produce evidence of facts essential to the cause of action or defense. *Keystone Freight Corp. v. Stricker*, 2011 Pa. Super. 216, 31 A.3d 967 (2011).
28. A motion for summary judgment may rest on facts outside the pleadings, including answers to interrogatories, admissions on file, supporting affidavits and admissions contained in the depositions or affidavits of the opposing party or the opposing party's witnesses. *Larsen v. Philadelphia Newspapers, Inc.*, 411 Pa. Super. 534, 602 A.2d 324 (1991); *West Penn Power Co v. Piatt*, 405 Pa. Super. 467, 592 A.2d 1306 (1991).
29. Statements of fact by one party in pleadings, stipulations, testimony and the like are

termed judicial admissions and are binding on the party. *Coleman v. Wyeth Pharmaceuticals, Inc.*, 2010 Pa. Super. 158, 6 A.3d 502 (2010).

30. The types of facts contemplated as being admitted through judicial admissions include facts contained in the pleadings, a party's responses to requests for admissions or a party's answers to interrogatories. *Tops Apparel Mfg. Co., v. Rothman*, 430 Pa. 583, 244 A.2d 436 (1968).
31. Judicial admissions are considered conclusive in the cause of action in which they are made, and the opposing party does not need to offer any further evidence beyond the admissions to prove the fact admitted. *Rizzo v. Haines*, 520 Pa. 484, 555 A.2d 58 (1989); *Nasim v. Shamrock Welding Supply Co.*, 387 Pa. Super. 225, 563 A.2d 1266 (1989).
32. If there is some support in the record for the truth of an averment, the Court abuses its discretion if it disregards a judicial admission. *Id.*

V. SWN IS ENTITLED TO SUMMARY JUDGMENT

A. SWN ENTITLED TO SUMMARY JUDGMENT ON TRESPASS CLAIM

1. TRESPASS CLAIM FAILS BECAUSE SWN DID NOT ENTER OR CONDUCT OIL AND GAS ACTIVITIES IN OR ON THE SUBJECT PROPERTY

33. Plaintiffs' trespass claim fails because SWN has not entered in or on the Subject Property, has not drilled any gas wells in or on the Subject Property and has not engaged in any oil and gas activities in or on the Subject Property.
34. A trespass occurs when one person wrongfully enters another's property. *Black's Law Dictionary*, 7th Ed., definition No.1.
35. One who intentionally enters the property on another without the privilege to do so may be liable for trespass. *Kopka v. Bell Telephone Company of Pennsylvania*, 371 Pa. 444, 91

A.2d 232 (1952).

36. Plaintiff, Adam Briggs, in his Deposition, admitted that SWN has not trespassed in or on the Subject Property by drilling any gas wells on the Subject Property when he testified:

“Question: Has SWN drilled any wells on your property?
Answer: No.”

A copy of Page 18 and Page 19 of Adam Briggs’ Deposition is attached to this Motion as **Exhibit “7”** and is incorporated by reference.

37. Plaintiff, Paula Briggs, also admitted that SWN has not trespassed in or on the Subject Property by drilling any gas wells on the Subject Property when she testified:

“Question: To the best of your knowledge has SWN drilled any wells on your property?
Answer: No.”

A copy of Page 12 of Paula Briggs’ Deposition is attached to this Motion as **Exhibit “8”** and is incorporated by reference.

38. Plaintiffs, in their Answer to SWN’s Request for Admission Answer No. 1, also confirmed that SWN has not trespassed in or on the Subject Property by drilling any gas wells on the Subject Property when they answered:

“1. Admit that SWN has not drilled any gas wells on the Subject Property.

Admitted that SWN has not drilled any gas wells on the Subject Property, meaning any boreholes drilled.”

A copy of Plaintiff’s Answer to SWN’s Request for Admission No. 1 is attached to this Motion as **Exhibit “9”** and is incorporated by reference.

39. Plaintiff, Adam Briggs, in his Deposition, further confirmed that SWN has not trespassed

in or on the Subject Property by drilling any boreholes in or on the Subject Property when he testified under oath:

“Question: Has SWN drilled any boreholes on your property?
Answer: No.”

See Exhibit “7” above.

40. Plaintiff, Paula Briggs, also confirmed that SWN has not trespassed by drilling any boreholes in or on the Subject Property when she testified:

“Question: Has SWN drilled any boreholes on your property?
Answer: No.”

See Exhibit “8” above.

41. Plaintiffs, in their Answer to SWN’s Request for Admission No. 2, again confirmed that SWN has not trespassed in or on the Subject Property by drilling boreholes on the Subject Property when they answered:

“2. Admit that SWN has not drilled any boreholes on the Subject Property.

Admitted that SWN has not drilled any boreholes on the Subject Property.”

A copy of Plaintiff’s Answer to SWN’s Request for Admission No. 2 is attached to this Motion as Exhibit “10” and is incorporated by reference.

42. Plaintiff, Adam Briggs, in his Deposition confirmed that SWN has not trespassed in or on the Subject Property by constructing a well pad on the Subject Property when he testified:

“Question: Has SWN constructed a well pad on your property?
Answer: No.”

See Exhibit “7” above.

43. Plaintiff, Paula Briggs, also testified that SWN has not trespassed in or on the Subject

Property by constructing a well pad on Subject Property when she testified:

"Question: Has SWN constructed a well pad on your property?
Answer: No."

See Exhibit "8" above.

44. Plaintiff, Adam Briggs, in his Deposition, confirmed SWN has not trespassed in or on the Subject Property by making any improvements on the Subject Property when he testified:

"Question: Has SWN made any improvements on your property?
Answer: No."

See Exhibit "7" above.

45. Plaintiff, Paula Briggs, also confirmed that SWN has not made improvements in or on the Subject Property when she testified:

"Question: Has SWN made any improvements on your property?
Answer: No."

See Exhibit "8" above.

46. Plaintiff, Adam Briggs, in his Deposition, confirmed that SWN did not trespass in or on the Subject Property by disturbing any earth and/or by timbering any trees on the Subject Property when he testified:

"Question: Has SWN disturbed any earth or timbered any trees?
Answer: No."

See Exhibit "7" above.

47. Plaintiff, Paula Briggs, further confirmed that SWN has not disturbed any earth or timbered any trees in or on the Subject Property when she testified under oath:

"Question: Has SWN disturbed any earth or timbered any trees on your property?
Answer: No."

See Exhibit "8" above.

48. Plaintiffs in their deposition and in their discovery responses asserted that they have brought a claim for trespass, not because SWN has entered in or on the Subject Property, but, because they believe that SWN is conducting oil and gas activities too "close" or "nearby" the Subject Property.

49. In his Deposition, Plaintiff, Adam Briggs, testified as follows:

"Question: So what I'm hearing today is with regard to the Complaint, is one of the concerns that SWN has drilled too close to your property line?
Answer: They drilled close, but it's not that I didn't want them to."

Copies of Page 34 of Adam Briggs' Deposition are attached to this Motion as Exhibit "11" and are incorporated by reference.

50. Plaintiff, Paula Briggs, echoed the statements made by Adam Briggs as to why she filed the Complaint for trespass against SWN when she testified in her deposition:

"Question: Is it your claim to the complaint that SWN has drilled too close to your property line?
Answer: Yeah. I think we need to be included."

A copy of Page 15 of Paula Briggs' Deposition is attached to this Motion as Exhibit "12" and is incorporated by reference.

51. Plaintiffs' trespass claim against SWN can further be summarized in Plaintiffs' Answer to SWN's Interrogatory 1:

"1. Plaintiffs know that they own the Subject Land; that there is no gas lease associated therewith, that SWN is drilling "nearby" without their consent, and believe that SWN is extracting natural gas from under their land...." (Emphasis Added)

A copy of Plaintiffs' Answer to Interrogatory 1 is attached to this Motion as Exhibit "13" and is incorporated by reference.

52. As a matter of law, SWN cannot be responsible for trespass for drilling wells too "close" or "nearby" the Subject Property.
53. A landowner in Pennsylvania is free to drill as close to a property line as he or she wishes without being liable to a trespass claim. *Barnard v. Monongahela Natural Gas Co.*, 216 Pa. 362, 65 A. 801 (1907); *Minard Run Oil Co. v. United States Forest Service*, 670 F.3d 236 (3d Cir. 2011).
54. Under Pennsylvania law, oil and gas resources are subject to the rule of capture which permits an owner to extract oil and gas even when extraction depletes a single oil or gas reservoir lying beneath adjoining lands. *Minard Run Oil Co., supra*.

WHEREFORE, SWN respectfully requests this Court grant it's Motion for the reasons set forth above.

2. PLAINTIFFS' TRESPASS CLAIM BARRED BY RULE OF CAPTURE

55. Plaintiffs' trespass claim also is barred by the rule of capture.
56. The rule of capture is a well established doctrine which holds that a landowner is entitled to extract the oil and gas in or under his or her land as well as the oil and gas which flows or migrates from a common reservoir. *Barnard, supra; Minard Run Oil Co., supra*.
57. Oil and gas generally migrates to low pressure areas within a reservoir and production from one oil and gas well may cause oil and gas to migrate across property lines.
58. The rule of capture recognizes this unique geological phenomenon by allowing a landowner to use and appropriate the oil and gas that had flowed from adjacent lands

without consent from the owner of those adjacent lands.

59. Pennsylvania's rule of capture applies to oil and gas embedded in shale formations, including the Marcellus Shale formation. *Ely v. Cabot Oil and Gas Corp.*, 2014 WL 7508091 (E.D. Pa. 2014).
60. The rule of capture bars damages for drainage of gas due to fracturing.
61. Under the rule of capture, there is no liability for reasonable and legitimate drainage from a common pool.
62. So long as the well is within the vertical boundaries of his or her property, all gas extracted from that well is lawfully owned by that landowner¹.
63. A landowner in Pennsylvania is free to drill as close to a property line as he or she wishes

¹ Other State Courts have considered and rejected similar claims for trespass being asserted by Plaintiffs in this Action. The leading modern case regarding trespass by hydraulic fracturing and the rule of capture arises from the state of Texas. In *Coastal Oil & Gas Corp. v. Garza Energy Trust*, 268 S.W.3d 1 (Tex. 2008), the Texas Supreme Court analyzed the question of whether fractures from the hydraulic fracturing stimulation process that extend across property lines constitute a subsurface trespass. In *Coastal Oil & Gas Corp.*, the Texas Supreme Court held that fractures extending across boundaries do not constitute a trespass. Rather, fracking is simply an enhanced recovery technique and the fractures, like the attributes of the mineral, that gave rise to the rule of capture, are unpredictable and, in large part, unknowable because they occur thousands of feet below the earth. *Id.* Thus, the rule of capture shielded Coastal from liability for drainage from under Garza's lands. *Id.*; See also *FPL Farming Ltd. v. Environmental Processing Sys.*, 351 S.W.3d 306, 314 (Tex. 2011) (explaining that *Coastal Oil & Gas Corp.* held that the rule of capture precluded damages for drainage by fracturing, and thus, barred recovery).

Other courts when interpreting the rule of capture also found no liability for trespass when presented with similar claims. In *Ellif v. Texcon Drilling Co.*, 210 S.W.2d 558 (Tex. 1948), the Texas Supreme Court held that under the rule of capture, there is no liability for reasonable and legitimate drainage from a common oil and gas pool. In *Ellif*, the Court noted that the rule of capture can mean little more than that due to their fugitive nature, the hydrocarbons when captured belong to the owner of the well to which they flowed, irrespective of where they may have been in place originally. *Halbouty v. R.D. Commission*, 357 S.W.2d 364 (Tex. 1962). The rule of capture has also been interpreted to mean that a landowner owns all of the oil and gas produced by a legally drilled well located on his property even though the well may be draining minerals from neighboring properties. *Occidental Permian, Ltd., v. Helen Jones Foundation*, 333 S.W.3d 392 (Texas Ct. App. 2011). As a result, a landowner is not liable to an adjacent landowner for trespass even if the producing well is drilled next to an adjacent landowner's boundary line. Thus, since gas in a continuous reservoir will flow to a point of low pressure, a landowner is not restricted to the particular gas that may underlie his property but is the owner of all which he may legally recover. *Cowling v. Bd. of Oil, Gas and Mining*, 830 P.2d 220 (Utah 1991) citing *Halbouty v. R.D. Commission*, 357 S.W.2d 364 (Tex. 1962). These decisions from other jurisdictions when encountered with similar claims for trespass can provide guidance to this Court in reviewing Plaintiffs' claims as alleged in this Action.

without being liable for a trespass claim, as long as it is not done with fraudulent intent.

Barnard, supra; Minard Oil Co., supra.

64. SWN has not drilled too "close" or "nearby" the property line of the Subject Property with any fraudulent intent to harm Plaintiffs, nor is any fraudulent intent alleged by Plaintiffs in the Complaint.
65. Plaintiffs have admitted in their Answer to SWN's New Matter that they have not alleged that SWN drilled too "close" to the Subject Property with any fraudulent intent when they answered:

"46. Admitted that Plaintiffs have not alleged any fraudulent intent."

A copy of Plaintiffs' Answer to Defendant's New Matter and Counterclaim is attached as Exhibit "14" and is incorporated by reference.
66. The rule of capture applies no matter how close or how far away from a neighboring land the oil and gas activities causing the drainage occurs.
67. If an adjoining or even distant owner drills his own land and taps your gas, so that it comes into his well and under his control, it is no longer yours, but his. *Westmoreland & Cambria Natural Gas Co v. DeWitt*, 18 A. 724, 725 (Pa. 1889); quoting *Brown v. Vandergrift*, 80 Pa 142 (1875).
68. An adjoining owner's sole remedy to prevent drainage is to go and drill its own well; in other words, an adjoining owner's only remedy against such drainage is to go and do likewise. *Minard Run Oil Co., supra.*, quoting *Barnard, supra.*
69. A well drilled to prevent drainage is called an offset well which attempts to interrupt the flow of oil and gas allegedly being drawn by the neighboring wells.

70. In this Action, Plaintiffs admit that they have not drilled an offset well in order to stop SWN's alleged trespass.

71. Plaintiff, Adam Briggs, in his Deposition testified:

"Question: ...Did you ever drill any offset well on your property to stop the trespass?

Answer: No, I had not."

A copy of Page 23 of Adam Briggs' Deposition is attached to this Motion as **Exhibit "15"** and is incorporated by reference.

72. Plaintiff, Paula Briggs also confirmed that Plaintiffs have not drilled any offset well when she testified:

"Question: And you or your husband have never drilled an offset well to stop the trespass on your property?

Answer: No."

A copy of Page 14 of Paula Briggs' Deposition is attached to this Motion as **Exhibit "16"** and is incorporated by reference.

73. Because Plaintiffs' sole remedy is to drill his own offset well and because Plaintiffs have admitted failure to do so, no claim for trespass can lie based upon an alleged drainage of oil and gas from the Subject Property given that it is undisputed that SWN's wells and boreholes are not located in or on the Subject Property.

74. SWN has not drilled any wells, including any vertical wells, in or on the Subject Property.

75. Plaintiff, Adam Briggs, in his Deposition confirmed the same when he testified:

"Question: Okay. SWN hasn't drilled any vertical well bores onto your property, is that correct?

Answer: Correct."

A copy of Page 31 of Adam Briggs' Deposition is attached to this Motion as **Exhibit "17"** and is incorporated by reference.

76. SWN has drilled all of its wells in the Folger and Innes Units within the vertical boundaries of properties for which they have valid oil and gas leases and not in or on the Subject Property.
77. SWN is free to use all of the advances in technology and drilling including hydraulic fracturing to engage in oil and gas activities on properties for which they have valid oil and gas leases without liability for trespass claims based upon the rule of capture.
78. The Pennsylvania Supreme Court upheld the rule of capture in a case involving the use of mechanical devices to increase production from an oil and gas well. *Jones v. Forest Oil Co.*, 194 Pa. 379, 44 A. 1074 (1900).
79. In *Jones*, a producer on one side of a leasehold attached gas powered extraction devices to his wells and the devices immediately increased production on one side of the boundary and caused production from a competing producers well on the other side to diminish significantly.
80. The Pennsylvania Supreme Court, in *Jones*, while upholding the rule of capture, permitted the producer to exercise all skill and invention of which a man is capable to extract resources.
81. In *Jones*, the Pennsylvania Supreme Court, reasoned that the neighboring and adjoining producer (who allegedly was losing gas an oil), could offset his loss by using his own gas powered extraction device.
82. The *Jones* decision involved the use of a mechanical device used to increase production.

83. Hydraulic fracturing also involves mechanical processes and devices and is used to increase production from an oil and gas well.
84. Hydraulic fracturing is a mechanical method of increasing the permeability of rock, and thus increasing the amount of oil or gas produced from it; the method employs hydraulic pressure to fracture the rock. *Bledsoe Land Co, LLLP v. Forest Oil Corp.*, 277 P.3d 838 (Colo. Ct. App. 2011) (quoting Manual of Oil and Gas Terms at 479.)
85. In his Deposition, Plaintiff, Adam Briggs, confirmed that hydraulic fracturing is also a mechanical process when he stated:

“Question: Is that also used as a mechanical process, hydraulic fracturing?”

Answer: It takes mechanics to do it, yes.”

A copy of Page 29 of Adam Briggs’ Deposition is attached to this Motion as **Exhibit “18”** and is incorporated by reference.

86. Hydraulic fracturing in oil and gas is not a new concept.
87. Courts have identified that hydraulic fracturing has been utilized in Pennsylvania since 1954. *N.Y. State Natural Gas Corp. v. Swan-Finch Gas Development Corp.*, 173 F.Supp. 184 (W.D. Pa. 1959).
88. The Pennsylvania Superior Court further noted that:

“we do not find hydrofracking to be a new and novel method for the recovery of natural gas. Hydraulic fracturing of the strata to simulate recovery of natural gas has been utilized in the drilling industry for many years. As noted by our Supreme Court in *United States Steel Corporation v. Hoge*, 503 Pa. 140, 468 A.2d 1380 (1983), the use of hydrofracking to stimulate gas recovery was developed by the drilling industry in the late 1940s.”

89. Other Courts also have held that the rule of capture precludes trespass claims based upon

the drainage of oil and gas due to the mechanical process of hydraulic fracturing. *Coastal Oil & Gas Corp., supra.*

90. Short of committing a trespass, the law of capture allows a landowner 'to use artificial means of stimulating production even though the effect is to increase the drainage from the land of another.' (quoting Kuntz, THE LAW OF OIL & GAS, §4.1 (1978)). *Trent v. Energy Development Corp.*, 902 F.2d 1143 (4th Cir. 1990).

WHEREFORE, SWN respectfully requests this Court grant it's Motion for the reasons set forth above.

**3. PLAINTIFFS' TRESPASS CLAIM BARRED BY TITLE CONCEPTS
REGARDING OIL AND GAS**

91. Plaintiffs claim for trespass fails because of the legal title concepts regarding oil and gas.
92. Gas is a mineral; but, it is a mineral with peculiar attributes. *Westmoreland and Cambria Nat. Gas Co., v. DeWitt*, 130 Pa. 235, 18 A. 724 (1889).
93. Gas, in common with animals, and unlike other minerals, has the power and tendency to escape without the volition of the owner.
94. The fugitive and wandering existence of gas and oil within the limits of a particular tract is uncertain. *Brown, supra.*
95. Gas, as a mineral, belongs to the owner of land, and is part of it, so long as the gas is on or in it and is subject to the control of the owner of the land; but when the gas escapes, and goes onto another's land, or comes under another's control, the title of the former owner is gone.
96. If an adjoining, or even a distant owner, drills his own land, and taps another's gas as a consequence so that the gas comes into his well and under his control, it is no longer the

other's, but his.

97. Equally as between lessor and lessee, the one who controls the gas - has it in his grasp, so as to speak- is the one who has possession in the legal as well as in the ordinary sense of the word. *Westmoreland, supra*.
98. Possession of the land, therefore, is not necessarily possession of the gas.
99. In his deposition testimony, Plaintiff, Adam Briggs, admits that Plaintiffs do not have control or possession of the gas in and under the Subject Property.
100. Plaintiff, Adam Briggs, in his Deposition testified:

“Question: ...Did you have actual physical control of the natural gas under your property?
Answer: No.”

A copy of Page 26 of Adam Briggs' Deposition is attached to this Motion as **Exhibit “19”** and is incorporated by reference.

101. Plaintiff, Paula Briggs also testified that Plaintiffs do not have possession of the gas in or under the Subject Property when she stated:

“Question: Do you have physical control? It's a yes or no.
Attorney Lawrence Kelly: Actual physical control as I'm holding this computer.
Answer: No.”

See **Exhibit “16”** above.

102. Plaintiffs admit that they do not have physical control and/or possession of the gas in or under the Subject Property, therefore, SWN cannot be liable for trespass as a matter of law.

WHEREFORE, SWN respectfully requests this Court grant it's Motion for the reasons

set forth above.

4. PLAINTIFFS' TRESPASS CLAIM BARRED BY STATUTE OF LIMITATIONS

103. Plaintiffs' claim for trespass is barred by the applicable statute of limitations.
104. A statute of limitations begins to run as soon as the right to institute and maintain a suit arises. *Pocono Intern. Raceway, Inc. v. Pocono Produce, Inc.*, 503 Pa. 80, 468 A.2d 468 (Pa. 1983).
105. In Pennsylvania, the applicable statute of limitations for a trespass claim is two years. 42 Pa. C.S. §5524 (4).
106. Pennsylvania appellate courts have barred trespass claims brought after the two year statute of limitations has run. *Crisante v. J.H. Beers, Inc.*, 297 Pa. Super. 337, 443 A.2d 1150 (1982).
107. SWN has been engaging in oil and gas activities "nearby" the Subject Property since it commenced drilling activities in the Folger Unit beginning on or about November 11, 2011, and in the Innes Unit beginning on or about April 19, 2012. A copy of SWN's Answers to Interrogatory 3 and 5 confirming when drilling activity commenced are attached collectively to this Motion as Exhibit "20" and are incorporated by reference.
108. With respect to the issue of the statute of limitations, since SWN engaged in oil and gas activities too "close" or "nearby" the Subject Property in the Folger Unit beginning on or about November 11, 2011, and on or about April 19, 2012, as to the Innes Unit, more than two years before the Complaint was filed, Plaintiffs' claim for trespass may only proceed if the alleged trespass is found to be a "continuing trespass" rather than a

“permanent trespass².”

109. Appellate Courts of Pennsylvania have adopted the view of the Restatement (Second) of Torts set forth in Section 161 and Section 162 when addressing trespass claims and have determined that a “continuing trespass” involves failure to remove from land in the possession of another a structure, chattel or other thing which he has tortiously erected or placed on the land, whereas a “permanent trespass” occurs where one enters land of which another is in possession and destroys or removes a structure standing upon the land or digs a well or makes some other excavation or removes earth or some other substance from the land. *Allegheny County v., Merrit Const. Co., Inc.*, 309 Pa. Super. 1, 454 A.2d 1051 (Pa. Super. 1982); *Jones v. Wagner*, 425 Pa. Super. 102, 624 A.2d 166 (Pa. Super. 1993). Copies of Section 161 and Section 162 of the Restatement (Second) of Torts are attached to this Motion as Exhibit “21” and are incorporated by reference.
110. Excavation of a portion of a hillside during construction of a residential development which continued until repair was initiated was held to be a single action trespass which resulted in harm and, therefore, a “permanent trespass,” subject to a two year statute of limitations governing actions for trespass and, therefore, barred. *Allegheny County, supra*.
111. A claim of trespass involving the recovery of damages for the unlawful removal of coal underneath the surface of a plaintiff’s land constituted a “permanent” change in the condition of the land: the latter while resulting in a continuing harm does not subject the

² SWN contends that, because it has not engaged in oil and gas activities in or on the Subject Property, nor has it drilled any wells in or on the Subject Property, it has not committed trespass, whether a “continuing trespass” or a “permanent trespass.”

trespasser to liability for a continuing trespass because, if a change is “permanent”, the consequences of which in the normal course of things will continue indefinitely, there can be but one single action to recover past and future damages and the statute of limitations runs against such cause of action from the time it first occurred or at least from the date it should reasonably have been discovered. *Sustrik v. Jones and Laughlin Steel Corp.*, 413 Pa. 324, 197 A.2d 44 (1964).

112. SWN has engaged in oil and gas activities too “close” or “nearby” to the Subject Property since November 11, 2011, as to the Folger Unit and since April 19, 2012, as to the Innes Unit when SWN first began excavating, digging and drilling gas wells and extracting substances (in the form of gas) from adjoining lands, which, if considered a trespass (which SWN disputes) such would constitute a “permanent trespass” not a “continuing trespass.”
113. No claim for trespass was filed by Plaintiff against SWN until they filed the Complaint on November 5, 2015. A copy of the Certified Docket showing that the Complaint was filed November 5, 2015, is attached to this Motion as Exhibit “22” and is incorporated by reference.
114. In his deposition on Page 21, Plaintiff, Adam Briggs, admitted that he was aware of the alleged trespass complained of in the Complaint beginning as early as 2008.
115. In his deposition, Adam Briggs testified that the alleged trespass complained of in the Complaint occurred, “... within 2008 and 2013.” A copy of Adam Briggs’ Deposition Page 21 is attached to this Motion as Exhibit “23” and is incorporated by reference.
116. Public filings submitted by SWN to the Pennsylvania Department of Environmental

Protection (“DEP”) also provided Plaintiffs constructive notice that SWN was engaging in oil and gas activities too “close” or “nearby” the Subject Property beginning on or about November 11, 2011.

117. The public filings submitted by SWN to DEP were known to Plaintiffs and were provided to SWN by Plaintiffs’ counsel during discovery. A copy of the letter from Lawrence M. Kelly, Esquire, counsel for Plaintiffs, dated May 15, 2016, referencing the public DEP filings for SWN is attached to this Motion as Exhibit “24” and is incorporated by reference.
118. Properly recorded public filings place an individual on constructive notice of the contents of such filing. *First Citizens Nat. Bank v. Sherwood*, 583 Pa. 466, 879 A.2d 178 (2005).
119. In the public filings submitted by SWN to DEP, specific information related to the location of the wells and SWN’s oil and gas activities which were being conducted too “close” or “nearby” the Subject Property was available to the public, including to the Plaintiffs. A copy of the well location plat which is part of the public DEP filings is attached to this Motion as Exhibit “25” and is incorporated by reference.
120. A completion report for wells drilled too “close” or “nearby” the Subject Property were also filed with DEP for public inspection on or about July 19, 2013. A copy of the completion report which is part of the DEP public filings is attached to this Motion as Exhibit “26” and is incorporated by reference.
121. Based upon public filings submitted by SWN to DEP, the public, including Plaintiffs, had constructive notice of oil and gas activities being conducted by SWN too “close” or “nearby” the Subject Property as well as the exact location for the wells drilled too

- “close” or “nearby” the Subject Property before the statute of limitations had run.
122. It was Plaintiffs’ duty and responsibility to use reasonable diligence to determine whether or not a trespass was occurring based upon SWN’s activities and bring a lawsuit within the proper statute of limitations.
123. As a general rule, it is the duty of the party asserting a cause of action to use all reasonable diligence to properly inform himself of the facts and circumstances upon which the right of recovery is based and to initiate suit within the prescribed period; the statute of limitations begins to run as soon as a right to institute and maintain suit arises. *Crouse v. Cyclops Industries*, 560 Pa. 394, 745 A.2d 606 (Pa. 2000).
124. The limitations period begins to run when the injured party possesses sufficient critical facts to put him on notice that a wrong has been committed and that he should investigate to determine whether he is entitled to redress. *Weik v. Brown*, 2002 Pa. Super. 63, 794 A.2d 907 (Pa. Super. 2002).
125. No claim for trespass was filed against SWN until Plaintiffs filed the Complaint in this Action on November 5, 2015, after the applicable statute of limitations has already run. See Exhibit “22” above.
126. Accordingly, the trespass claim asserted by Plaintiffs in the Complaint is time-barred because the trespass claim was not filed within two years of when SWN first began oil and gas activities too “close” or “nearby” the Subject Property or within two years of when Plaintiffs became actually or constructively aware of the alleged trespass.
127. Plaintiffs may allege that they could not commence an action or file a Complaint for

trespass until they became owners of the Subject Property³, but, this contention is incorrect because the right to sue for trespass may belong to a possessor at the time of the trespass and does not pass by deed. *Beach Street Corp. v. A.P. Const. Co.*, 441 Pa. Super. 639, 658 A.2d 379 (1995).

128. If an alleged trespass was occurring when SWN first engaged in oil and gas activities too “close” or “nearby” the Subject Property beginning in 2011 or earlier, the then owner of the Subject Property, Horn, was required to commence a trespass action within two years after SWN began oil and gas activities too “close” to the Subject Property.
129. Horn did not file any claim for trespass against SWN nor did Plaintiff, Adam Briggs, as Executor of the Horn Estate.
130. If and to the extent that the alleged trespass by SWN was occurring beginning on or about July 18, 2013, the date the Lease expired as to the Subject Property, such claim for trespass still is barred by the applicable statute of limitations.
131. When a tenant under a lease for a definite term holds over his term without any new agreement, the tenant may treat him as a trespasser. *Emery v. Metzner*, 191 Pa. Super. 440, 156 A.2d 627 (1959).
132. The Lease for the Subject Property expired by its own terms on July 18, 2013.
133. Plaintiff, Adam Briggs, in his deposition, acknowledged that the primary term of the Lease as to the Subject Property expired on July 18, 2013, when he testified:

³ Standing to sue for trespass is not limited to the owner of the property and a possessor of land may have standing to bring a lawsuit. *Cassel - Hess v. Hoffer*, 2012 Pa. Super. 97, 44 A.3d 80(2012). As Executor of the Horn Estate, Plaintiff, Adam Briggs, had standing to sue if he believed an alleged trespass was occurring when he became the Executor of the Horn Estate on October 7, 2013. Briggs did not file any such action on behalf of the Horn Estate and such filing now is time-barred.

“Question: Okay. Are you aware that the primary term of that oil and gas lease expired on July 18, 2013?
Answer: Yes.”

A copy of Page 13 of Adam Briggs’ Deposition is attached to this Motion as **Exhibit “27”** and is incorporated by reference.

134. Plaintiffs were also advised that the Lease as to the Subject Property expired by its own terms on July 18, 2013, in a letter from Scott C. Owen, Esquire, then Senior Attorney for SWN, wherein Mr. Owen stated that SWN’s portion of the Lease, (as to the Subject Property consisting of 11.07 acres) expired by its own terms on July 18, 2013. A copy of a letter from Mr. Owen, dated June 5, 2015, is attached to this Motion as **Exhibit “28”** and is incorporated by reference.
135. To the extent that the alleged trespass was found to be occurring after the Lease expired by its own terms on July 18, 2013, and SWN was engaging in oil and gas activities too “close” or “nearby” the Subject Property, Horn, the Horn Estate and/or Plaintiffs should have filed a Complaint alleging trespass within two years after the expiration of the Lease.
136. But, no Complaint asserting a claim for trespass was filed by Horn, the Horn Estate and/or by Plaintiffs until November 5, 2015, more than two (2) years after the statute of limitations had passed.

WHEREFORE, SWN respectfully requests this Court grant it’s Motion for the reasons set forth above.

B. SWN IS ENTITLED TO SUMMARY JUDGMENT ON CONVERSION CLAIM

***1. PLAINTIFFS’ CONVERSION CLAIM FAILS BECAUSE NECESSARY
ELEMENTS NOT MET***

137. Plaintiffs have failed to assert the elements necessary to prove a conversion claim.
138. Under Pennsylvania law, conversion is the deprivation of another's right of property in, or use, or possession of, a chattel without the owner's consent and without lawful justification.
139. An essential element of a viable conversion claim is that the plaintiff had actual or constructive possession of a chattel or an immediate right to possession of a chattel at the time of the alleged conversion. *Chrysler Credit Corp. v. Smith*, 434 Pa. Super. 429, 643 A.2d 1098 (1994) *HRANEC Sheet Metal, Inc. v. Metalico Pittsburgh, Inc.*, 2014 Pa. Super. 278, 107 A.3d 114 (2014).
140. A plaintiff may bring a conversion claim if he or she had either actual or constructive possession or an immediate right to possession of the chattel at the time of conversion.
141. Plaintiffs have admitted in their deposition testimony that they did not have possession of the chattel (gas) in and under the Subject Property.
142. Plaintiff, Adam Briggs, in his Deposition testified:

“Question: Did you have actual physical control of the natural gas under your property?”

Answer: No.”

See Exhibit “19” above.

143. Plaintiff, Paula Briggs also confirmed that Plaintiffs did not have possession of the gas under the Subject Property when she confirmed no possession by answering as follows:

“Question: Do you have physical control? It's a yes or no.

Attorney Lawrence Kelly: Actual physical control as I'm holding this computer.

Answer: No.”

See Exhibit "16" above.

144. No claim for conversion can be lawfully asserted if the party asserting the claim for conversion never had physical possession or control of the chattel or thing allegedly converted (in this Action, gas).
145. Plaintiffs' conversion claim also fails because SWN has lawful justification for conducting oil and gas activities "nearby" the Subject Property on leased properties that make up the Folger Unit and the Innes Unit.
146. Pursuant to oil and gas leases for properties that make up the Folger Unit and the Inness Unit, SWN has all title, right and privilege to engage in oil and gas activities on those properties.
147. As a general rule of law, when rights are granted under a lease, all the means of attaining it and all the fruits and effects of it are also granted; when uncontrolled by express words of restriction, all the powers pass which the law considers to be incident to the grant for the full and necessary enjoyment of it. *Oberly v. H.C. Frick Coke Company*, 262 Pa. 83, 104 A. 864 (1918).
148. Plaintiffs have no right to interfere with SWN's right to engage in lawful activities on leased properties that are located "nearby" the Subject Property.
149. Because SWN has lawful justification for committing the acts alleged to be conversion on leased properties that are located "nearby" the Subject Property, Plaintiffs' conversion claim fails as a matter of law.
150. Moreover, natural gas has not been defined as a "chattel" under any Pennsylvania case authority which is necessary for a Court to find that a conversion has occurred.

151. Assuming *arguendo* that gas is considered a "chattel" since SWN lawfully came into possession of the gas by engaging in lawful oil and gas activities "nearby" the Subject Property, as authorized by valid oil and gas leases, Plaintiffs, nevertheless, have failed to make any demand for return of the gas (ie. the alleged chattel) nor have they asked SWN to stop drilling and removing gas (ie. the alleged chattel) from leased properties located "nearby" the Subject Property.
152. When one lawfully comes into possession of a chattel; a conversion only occurs if a demand for the chattel is made by the rightful owner and the other party refuses to deliver. *Prudential Insurance Com of America, v. Stella*, 994 F.Supp. 318 (E.D. Pa. 1998).
153. In this Action, there are no factual averments contained in the pleadings wherein Plaintiffs have made any demand to SWN to return the gas that SWN rightfully extracted from leased properties that comprise the Folger and Innes Units that are located "nearby" the Subject Property.
154. Plaintiffs admit in their deposition that they do not own any oil and gas rights under neighboring properties that are located "nearby" to the Subject Property that comprise the Folger Unit and Innes Unit.
155. Plaintiff, Adam Briggs, in his Deposition testified:
- "Question: – so they own their subsurface rights, they own their surface and their subsurface rights?
Answer: So you're asking me if I own any of their subsurface rights?
Question: That's right, that's correct.
Answer: No, I don't."

A copy of Page 16 of Adam Briggs' Deposition is attached to this Motion as **Exhibit**

"29" and is incorporated by reference.

156. Because Plaintiffs have failed to prove or allege a number of the elements necessary to demonstrate a successful conversion claim as set forth above, SWN is entitled to summary judgment on Plaintiffs' conversion claim.

WHEREFORE, SWN respectfully requests this Court grant it's Motion for the reasons set forth above.

2. PLAINTIFFS' CONVERSION CLAIM BARRED BY THE APPLICABLE STATUTE OF LIMITATIONS

157. Plaintiffs' claim for conversion is barred by the applicable statute of limitations.
158. In Pennsylvania, the applicable statute of limitations for a conversion claim is two (2) years. **42 Pa.C.S.A. 5524(3)**
159. Pennsylvania appellate courts have barred conversion claims brought after the two (2) years statute of limitations has run. *Kingston Coal Co. v. Felton Min. Co.*, 456 Pa. Super. 270, 690 A.2d 284 (1997).
160. Plaintiffs conversion claim against SWN can be summarized in Paragraph 17 of the Complaint where Plaintiffs allege that SWN has deprived the Plaintiffs of their use in possession of the natural gas under their land without lawful justification.
161. In a similar case, the Pennsylvania Superior Court held that an alleged conversion of a coal estate owner's coal by surface owner and coal mining company under a purported mineral lease was time-barred because the type of injury involved required exercise of reasonable diligence, and the claimed injury could have been discovered within a two years statutory limitation period and that it was reasonably possible for any person having an interest in the coal estate underlying the property to realize that such person's interest

- might be in jeopardy. *Kingston Coal, supra*.
162. Plaintiffs admit that they knew about the alleged possible conversion of gas by SWN when it began conducting oil and gas activities too "close" or "nearby" the Subject Property, but chose not to file a claim for conversion until Plaintiffs filed their untimely Complaint on November 5, 2015.
 163. SWN began engaging openly in oil and gas activities "nearby" to the Subject Property beginning on or about November 11, 2011, when it first began to drill wells and extract gas from the Folger Unit.
 164. Public filings submitted by SWN to DEP also provided Plaintiffs constructive notice that SWN was engaging in oil and gas activities too "close" or "nearby" the Subject Property.
 165. Public filings properly recorded place an individual on constructive notice of the contents of such filing. *First Citizens Nat. Bank, supra*.
 166. In the public filings submitted by SWN to DEP, specific information related to the location of the wells and SWN's oil and gas activities which were being conducted too "close" or "nearby" the Subject Property was available to the public, including to the Plaintiffs. See Exhibit "25" above.
 167. A completion report for wells drilled too "close" or "nearby" the Subject Property were also filed with DEP for public inspection on or about July 19, 2013. See Exhibit "26" above.
 168. Based upon the public filings submitted by SWN to DEP, the public, including Plaintiffs, had constructive notice of both oil and gas activities being conducted by SWN too

“close” to the Subject Property as well as the exact location for the wells drilled too
“close” to the Subject Property by SWN.

169. It was Plaintiffs’ duty and responsibility to use reasonable diligence to determine whether or not an alleged conversion was occurring and bring a lawsuit within the proper statute of limitations.
170. As a general rule, it is the duty of the party asserting a cause of action to use all reasonable diligence to properly inform himself of the facts and circumstances upon which the right of recovery is based and to initiate suit within the prescribed period; the statute of limitations begins to run as soon as a right to institute and maintain suit arises. *Crouse, supra.*
171. The limitations period begins to run when the injured party possesses sufficient critical facts to put him on notice that a wrong has been committed and that he should investigate to determine whether he is entitled to redress. *Weik, supra.*
172. Not only did Plaintiff have constructive notice of the alleged conversion of gas by SWN in 2011, but, Plaintiffs also admitted that they had actual notice and were fully aware of SWN’s activities being conducted too “close” or “nearby” the Subject Property beginning in or about 2008 through 2013 because SWN was conducting surveying work in and around the Subject Property.
173. Plaintiff, Adam Briggs in his Deposition, stated:
- “Question: Okay. And that follows up, did you see any contractors from SWN doing any surveying work on your property?
Answer: Yes.
Question: Again was that about the five-year?
Answer: Yes. That was between 2008 and 2013.”

A copy of Page 20 of Adam Briggs' Deposition is attached to this Motion as Exhibit "30" and is incorporated by reference.

174. Despite having actual knowledge of the activity being conducted by SWN too "close" or "nearby" the Subject Property, neither Plaintiffs, nor Horn, nor the Horn Estate, commenced a claim for conversion within the applicable two (2) year statute of limitation period.
175. Because the Complaint containing a claim for conversion was not filed until November 5, 2015, more than two (2) years after the statute of limitations had passed, such claim is now barred.

WHEREFORE, SWN respectfully requests this Court grant it's Motion for the reasons set forth above.

C. SWN IS ENTITLED TO SUMMARY JUDGMENT ON PUNITIVE DAMAGES CLAIM

176. Plaintiffs' separate claim for punitive damages asserted in Count III of the Complaint against SWN also fails as a matter of law.
177. Pennsylvania law does not recognize a count for punitive damages as a separate cause of action. *Hilbert v. Roth*, 395 Pa. 270, 149 A.2d 648 (1959).
178. A request for punitive damages is not an independent cause of action to be pleaded in a separate count of a Complaint. *Shanks v. Alderson*, 399 Pa. Super. 485, 582 A.2d 883 (1990).
179. Punitive damages are an element of damages arising out of a cause of action and are not a separate cause of action. *Kirkbride v. Lisbon Contractors, Inc.*, 521 Pa. 97, 555 A.2d 800 (Pa. 1989).

180. Because Pennsylvania does not recognize an independent cause of action for punitive damages, Count III fails as a matter of law.
181. Even if the claim for punitive damages is permitted to proceed, the record does not warrant the imposition of punitive damages in this Action because SWN has not acted with evil motive or recklessly.
182. In his Deposition, Plaintiff, Adam Briggs, conceded that SWN did not act with evil motive:

“Question: Do you believe they’ve acted with evil motive?
Answer: I believe they acted - maybe not the word evil is correct, but they may have overlooked.”

A copy of Page 27 and Page 28 of Adam Briggs’ Deposition is attached to this Motion as Exhibit “31” and incorporated by reference.

WHEREFORE, SWN respectfully requests this Court grant it’s Motion for the reasons set forth above.

D. SWN IS ENTITLED TO SUMMARY JUDGMENT ON SWN COUNTERCLAIM

1. SWN IS ENTITLED TO SUMMARY JUDGMENT IN ITS FAVOR ON DECLARATORY JUDGMENT CLAIM

183. The averments contained in paragraphs 1-182 are incorporated by reference as if more fully set forth herein.
184. In SWN’s Counterclaim, SWN requests a declaratory judgment confirming that SWN did not commit trespass and that SWN can conduct oil and gas activities, including drilling wells on leased properties which comprise the Innes Unit and Folger Unit which unit forming properties are located too “close” to the Subject Property.
185. Pursuant to the Pennsylvania Declaratory Judgment Act (“DJA”), 42 Pa. C.S. §7531, et

seq., a Court may make clear the rights and other legal relations of any interested party seeking a declaration, whether or not other relief may be sought.

186. Based upon all of the facts and law set forth above in this Motion, SWN is entitled to summary judgment in its favor in the SWN Counterclaim because applicable Pennsylvania law does not prohibit SWN from engaging in oil and gas activities on adjoining properties for which it has legal rights to do pursuant to valid oil and gas leases even on those properties that are located too "close" or "nearby" the Subject Property.

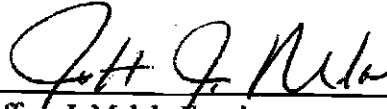
WHEREFORE, SWN respectfully requests this Court grant it's Motion for all of the reasons set forth above.

VI. CONCLUSION

187. SWN respectfully requests this Court grant its Motion and that summary judgment be entered in favor of SWN and against Plaintiffs on Counts I, II and III of the Complaint and that summary judgment be entered in favor of SWN and against Plaintiffs on SWN's Counterclaim.

WHEREFORE, SWN respectfully requests this Court grant it's Motion for all of the reasons set forth above.

Respectfully submitted,



Jeffrey J. Malak, Esquire

PA Supreme Court No. 86071

E-mail: jim@csmlawoffices.com

CHARITON, SCHWAGER & MALAK

138 South Main St. P.O. Box 910

Wilkes-Barre, PA 18703-0910

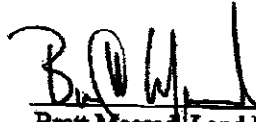
Telephone: 570-824-3511

Internet: www.csmlawoffices.com

Attorneys for SWN Production Company, LLC

VERIFICATION

I, Brett Massad, Land Director, SWN Production Company, LLC, state that I am familiar with the facts set forth in the foregoing Motion for Summary Judgment ("Motion"), that I am authorized to verify the Motion, and that the averments set forth in the Motion are true and correct to the best of my knowledge, information and belief, and that the averments made in the foregoing Motion are subject to the penalties of 18 Pa. C.S.A. §4904 relating to unsworn falsifications to authorities.



Brett Massad, Land Director
SWN Production Company, LLC

IN THE COURT OF COMMON PLEAS OF SUSQUEHANNA COUNTY, PA

ADAM BRIGGS, PAULA BRIGGS, his wife,
JOSHUA BRIGGS, SARAH H. BRIGGS,

Plaintiffs,

v.

SOUTHWESTERN ENERGY PRODUCTION
COMPANY

Defendant

CIVIL ACTION - LAW

NO. 2015-1253

CERTIFICATE OF SERVICE

I, Jeffrey J. Malak, Esquire, do hereby certify that April 21, 2017, a true and correct copy of the Motion for Summary Judgment was sent via U.S. Mail, first class, to:

Lawrence M. Kelly, Esquire
Kelly Law Office
65 Public Avenue
Montrose, PA 18801

Respectfully submitted,



Jeffrey J. Malak, Esquire
Attorney I.D. No. 86071
CHARITON, SCHWAGER & MALAK
138 South Main St., P.O. Box 910
Wilkes-Barre, PA 18703-0910
Telephone: 570-824-3511
Facsimile: 570-824-3580
Internet: www.csmlawoffices.com
Attorney for SWN Production Company, LLC

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EXHIBIT "1"

PAID UP OIL AND GAS LEASE

PROD 88 - Pennsylvania

233003d 00550

THIS LEASE AGREEMENT is made as of the 18th day of July 2008 between M. Constance Horn (aka Constance Horn), a widow of RR 1 Box 102, New Milford, Pennsylvania 18834 as Lessor (whether one or more), and Elecco Land Services, Inc. of P.O. Box 383, Olean, NY 14760, as Lessee. All printed portions of this lease were prepared by the party hereinabove named as Lessee, but all other provisions (including the completion of blank spaces) were prepared jointly by Lessor and Lessee.

1. Grant of Leased Premises. In consideration of one (\$1.00) dollar in hand paid and the covenants herein contained, Lessor hereby grants, leases and lets exclusively to Lessee the following described land, hereinafter called leased premises (use Exhibit "A" for long description):

Tax Map No(s): See Exhibit "A" - Additional Leaseholds - Attached and is bounded substantially by lands now or formerly owned as follows:

- On the North By: _____
- On the East By: _____
- On the South By: _____
- On the West By: _____

in the township(s) of Harford, in the County of Susquehanna, Commonwealth of Pennsylvania, containing 74.02 gross acres, more or less (including any interests therein which Lessor may hereafter acquire by reversion, prescription or otherwise), for the purpose of exploring for, developing, producing and marketing oil and gas, along with all hydrocarbon and nonhydrocarbon substances produced in association therewith (collectively, the "Oil and Gas Substances"). The term "gas" as used herein includes helium, carbon dioxide, gaseous sulfur compounds, methane produced from coal formations (including coalbed methane gas, gob gas, occluded natural gas in any formation or any other naturally occurring gases contained in or associated with any coal seam and all communicating zones) and other commercial gases, as well as normal hydrocarbon gases. In addition to the above-described land, this lease and the term "leased premises" also covers accretions and any small strips or parcels of land now or hereafter owned by Lessor which are contiguous or adjacent to the above-described land, and, in consideration of the aforementioned cash bonus, Lessor agrees to execute at Lessee's request any additional or supplemental instruments for a more complete or accurate description of the land so covered. For the purpose of determining the amount of any payments based on acreage hereunder, the number of gross acres above specified shall be deemed correct, whether actually more or less.

The rights granted to Lessee hereunder shall include the right of ingress and egress on the leased premises or lands pooled or unitized therewith, along with such rights as may be reasonably necessary to conduct operations for exploring, developing, producing, storing and marketing Oil and Gas Substances, including, but not limited to, geophysical operations, the drilling of wells, and the construction and use of roads, pipelines, tanks, water wells, disposal wells, injection wells, pits, electric and telephone lines, fiber optics and other communications facilities, power stations, and other facilities deemed necessary by Lessee to explore, discover, produce, store, (including storage in subsurface strata), treat and/or transport Oil and Gas Substances and water produced from the leased premises or other lands that share central facilities and are jointly operated with the leased premises for gathering, treating, compression and water disposal. Lessee may use in such operations, free of cost, any oil, gas, water and/or other substances produced from the leased premises, except water from Lessor's wells or ponds. In exploring, developing, producing or marketing from the leased premises or lands pooled or unitized therewith, the rights granted herein shall apply (a) to the entire leased premises, notwithstanding any partial release or other partial termination of this lease; and (b) to any other lands in which Lessor now or hereafter has authority to grant such rights in the vicinity of the leased premises or lands pooled or unitized therewith. When requested by Lessor in writing, Lessee shall bury its pipelines below ordinary plow depth on cultivated lands. No well shall be located less than 200 feet from any house or barn now on the leased premises or other lands of Lessor used by Lessee hereunder, without Lessor's consent, and Lessee shall pay for damage caused by its operations to buildings and other improvements now on the leased premises or such other lands, and to commercial timber and growing crops thereon. Lessee shall have the right at any time to remove its fixtures, equipment and materials, including well casing, from the leased premises or such other lands during the term of this lease or within a reasonable time thereafter.

2. Term of Lease. This lease shall be in force for a primary term of Five (5) years from the date hereof, and for as long thereafter as oil or gas or other substances covered hereby are produced in paying quantities from the leased premises or from lands pooled or unitized therewith or this lease is otherwise maintained in effect pursuant to the provisions hereof. This lease is a "Paid-Up Oil and Gas Lease", all rental payments having been paid in advance. No rental payments are necessary in order to maintain this lease in full force and effect during the primary term.

3. Royalty Payment. For all Oil and Gas Substances that are produced and sold from the leased premises, Lessor shall receive as its royalty one eighth (1/8th) of the sales proceeds actually received by Lessee from the sale of such production, less this same percentage share of all Post Production Costs, as defined below, and this same percentage share of all production, severance and ad valorem taxes. As used in this provision, Post Production Costs shall mean (i) all losses of produced volumes (whether by use as fuel, line loss, flaring, venting or otherwise) and (ii) all costs actually incurred by Lessee from and after the wellhead to the point of sale, including, without limitation, all gathering, dehydration, compression, treatment, processing, marketing and transportation costs incurred in connection with the sale of such production. For royalty calculation purposes, Lessee shall never be required to adjust the sales proceeds to account for the purchaser's costs or charges downstream of the point of sale. Lessee or its affiliate shall have the right to construct, maintain and operate any facilities providing some or all of the services identified as Post Production Costs. If this occurs, the rates charged by Lessee for such services shall not exceed the prevailing rates in the area for services of similar quality. If Lessee uses the Oil and Gas Substances (other than as fuel in connection with the production and sale thereof) in lieu of receiving sale proceeds, the price to be used under this provision shall be based upon arm's-length sale(s) to unaffiliated parties for the applicable month that are obtainable, comparable in terms of quality and quantity, and in closest proximity to the leased premises. Such comparable arm's-length sales price shall be less any Post Production Costs applicable to the specific arm's-length transaction that is utilized.

37-0016080

4. Shut-in Royalty. If after the primary term one or more wells on the leased premises, or lands pooled or unitized therewith are capable of producing Oil and Gas Substances in paying quantities, but such well or wells are either shut in or production therefrom is not being sold by Lessee, such well or wells shall nevertheless be deemed to be producing in paying quantities for the purpose of maintaining this lease. If for a period of 90 consecutive days such well or wells are shut in or production therefrom is not sold by Lessee, then Lessee shall pay an aggregate shut-in royalty of five (\$5.00) dollars per acre then covered by this lease. The payment shall be made to Lessor on or before the first anniversary date of the lease following the end of the 90-day period and thereafter on or before each anniversary while the well or wells are shut in or production therefrom is not being sold by Lessee; provided that if this lease is otherwise being maintained by operations under this lease, or if production is being sold by Lessee from another well or wells on the leased premises or lands pooled or unitized therewith, no shut-in royalty shall be due until the first anniversary date of the lease following the end of the 90-day period next following the cessation of such operations or production, as the case may be. Lessee's failure to properly pay shut-in royalty shall render Lessee liable for the amount due, but shall not operate to terminate this lease.

5. Operations. If Lessee drills a well on the leased premises, or lands pooled or unitized therewith, that is incapable of producing in paying quantities (hereinafter called "dry hole"), or if all production (whether or not in paying quantities) permanently ceases from any cause, including a revision of unit boundaries pursuant to the provisions of this lease or the action of any governmental authority, then in the event this lease is not otherwise being maintained in force it shall nevertheless remain in force if Lessee commences further operations for reworking an existing well or for drilling an additional well or for otherwise obtaining or restoring production on the leased premises or lands pooled or unitized therewith within 90 days after completion of operations on such dry hole or within 90 days after such cessation of all production. If after the primary term this lease is not otherwise being maintained in force, but Lessee is then engaged in Operations, as defined below, this lease shall remain in force so long as any one or more of such Operations are prosecuted with no interruption of more than 90 consecutive days, and if any such Operations result in the production of Oil and Gas Substances, as long thereafter as there is production in paying quantities from the leased premises or lands pooled or unitized therewith. As used herein, the term Operations shall mean any activity conducted on or off the leased premises that is reasonably calculated to obtain or restore production, including without limitation, (i) drilling or any act preparatory to drilling (such as obtaining permits, surveying a drill site, staking a drill site, building roads, clearing a drill site, or hauling equipment or supplies); (ii) reworking, plugging back, deepening, treating, stimulating, refilling, installing any artificial lift or production-enhancement equipment or technique; (iii) constructing facilities related to the production, treatment, transportation and marketing of substances produced from the lease premises; and (iv) construction of water disposal facilities and the physical movement of water produced from the leased premises.

6. Pooling. Lessee shall have the right, but not the obligation, to pool all or any part of the leased premises or any interest therein with any other lands or interests, as to any or all depths or zones, and as to any or all substances covered by this lease, either before or after the commencement of drilling or production, whenever Lessee deems it necessary or proper to do so in order to prudently develop or operate the leased premises, whether or not similar pooling authority exists with respect to such other lands or interests. The creation of a unit by such pooling shall be based on the following criteria (hereinafter called "pooling criteria"): A unit for an oil well (other than a horizontal completion) shall not exceed 40 acres plus a maximum acreage tolerance of 10%, and for a gas well or a horizontal completion shall not exceed 640 acres plus a maximum acreage tolerance of 10%; provided that a larger unit may be formed for an oil well or gas 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. In exercising its pooling rights hereunder, Lessee shall file of record at the County Recorder's Office a written declaration describing the unit and stating the effective date of pooling. Production, drilling or reworking operations anywhere on a unit which includes all or any part of the leased premises shall be treated as if it were production, drilling or reworking operations on the leased premises, except that the production on which Lessor's royalty is calculated shall be that proportion of the total unit production which the net acreage covered by this lease and included in the unit bears to the total acreage in the unit, but only to the extent such proportion of unit production is sold by Lessee. In the event a unit is formed hereunder before the unit well is drilled and completed, so that the applicable pooling criteria are not yet known, the unit shall be based on the pooling criteria Lessee expects in good faith to apply upon completion of the well; provided that within a reasonable time after completion of the well, the unit shall be revised if necessary to conform to the pooling criteria that actually exist. Pooling in one or more instances shall not exhaust Lessee's pooling rights hereunder, and Lessee 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, in order to conform to the well spacing or density pattern prescribed or permitted by the governmental authority having jurisdiction, or to conform to any productive acreage determination made by such governmental authority. To revise a unit hereunder, Lessee shall file of record at the County Recorder's Office a written declaration describing the revised unit and stating the effective date of revision. To the extent any portion of the leased premises is included in or excluded from the unit by virtue of such revision, the proportion of unit production on which royalties are payable hereunder shall thereafter be adjusted accordingly.

7. Unitization. Lessee shall have the right, but not the obligation, to commit all or any part of the leased premises or any interest therein to one or more unit plans or agreements for the cooperative development or operation of one or more oil and/or gas reservoirs or portions thereof, if in Lessee's judgment such plan or agreement will prevent waste and protect correlative rights, and if such plan or agreement is approved by the federal, commonwealth or local governmental authority having jurisdiction. When such a commitment is made, this lease shall be subject to the terms and conditions of the unit plan or agreement, including any formula prescribed therein for the allocation of production from a unit. Upon permanent cessation thereof, Lessee may terminate the unit by filing of record at the County Recorder's Office a written declaration describing the unit and stating the date of termination. Pooling hereunder shall not constitute a cross-conveyance of interests.

8. Payment Reductions. If Lessor owns less than the full Oil and Gas/Mineral estate in all or any part of the leased premises, payment of royalties and shut-in royalties hereunder shall be reduced as follows: royalties and shut-in royalties for any well on any part of the leased premises or lands pooled therewith shall be reduced to the proportion that Lessor's interest in such part of the leased premises bears to the full Oil and Gas/Mineral estate in such part of the leased premises. To the extent any royalty or other payment attributable to the Oil and Gas/Mineral estate covered by this lease is payable to someone other than Lessor, such royalty or other payment shall be deducted from the corresponding amount otherwise payable to Lessor hereunder.

9. Ownership Changes. The interest of either Lessor or Lessee hereunder... assigned, devised or otherwise transferred in whole or in part, by area and/or by depth or zone, and the rights and obligations of the parties hereunder shall extend to their respective heirs, devisees, executors, administrators, successors and assigns. No change in Lessor's ownership shall have the effect of reducing the rights or enlarging the obligations of Lessee hereunder, and no change in ownership shall be binding on Lessee until 90 days after Lessee has been furnished the original or duly authenticated copies of the recorded documents establishing such change of ownership to the satisfaction of Lessee or until Lessor has satisfied the notification requirements contained in Lessee's usual form of division order. In the event of the death of any person entitled to shut-in royalties hereunder, Lessee may pay or tender such shut-in royalties to the credit of decedent or decedent's estate. If at any time two or more persons are entitled to shut-in royalties hereunder, Lessee may pay or tender such shut-in royalties to such persons either jointly or separately in proportion to the interest which each owns. If Lessee transfers its interest hereunder, in whole or in part, Lessee shall be relieved of all obligations thereafter arising with respect to the transferred interest, and failure of the transferee to satisfy such obligations with respect to the transferred interest shall not affect the rights of Lessee with respect to any interest not so transferred. If Lessee transfers a full or undivided interest in all or any portion of the area covered by this lease, the obligation to pay or tender shut-in royalties hereunder shall be divided between Lessee and the transferee in proportion to the net acreage interest in this lease then held by each.

10. Release of Lease. Lessee may, at any time and from time to time, deliver to Lessor or file of record at the County Recorder's Office a written release of this lease as to a full or undivided interest in all or any portion of the area covered by this lease or any depths or zones thereunder, and shall thereupon be relieved of all obligations thereafter arising with respect to the interest so released. If Lessee releases less than all of the interest or area covered hereby, Lessee's obligation to pay or tender shut-in royalties shall be proportionately reduced in accordance with the net acreage interest retained hereunder.

11. Regulation and Delay. Lessee's obligations under this lease, whether express or implied, shall be subject to all applicable laws, rules, regulations and orders of any governmental authority having jurisdiction, including restrictions on the drilling and production of wells, and regulation of the price or transportation of oil, gas and other substances covered hereby. When drilling, reworking, production or other operations are prevented or delayed by such laws, rules, regulations or orders, or by inability to obtain necessary permits, equipment, services, material, water, electricity, fuel, access or easements, or by fire, flood, adverse weather conditions, war, sabotage, rebellion, insurrection, riot, strike or labor disputes, or by inability to obtain a satisfactory market for production or failure of purchasers or carriers to take or transport such production, or by any other cause not reasonably within Lessee's control, this lease shall not terminate because of such prevention or delay, and, at Lessee's option, the period of such prevention or delay shall be added to the term hereof. Lessee shall not be liable for breach of any provisions or implied covenants of this lease when drilling, production or other operations are so prevented or delayed.

12. Breach or Default. No litigation shall be initiated by Lessor for damages, forfeiture or cancellation with respect to any breach or default by Lessee hereunder, for a period of at least 90 days after Lessor has given Lessee written notice fully describing the breach or default, and then only if Lessee fails to remedy the breach or default within such period. In the event the matter is litigated and there is a final judicial determination that a breach or default has occurred, this lease shall not be forfeited or cancelled, in whole or in part, unless Lessee is given a reasonable time after said judicial determination to remedy the breach or default and Lessee fails to do so.

13. Warranty of Title. Lessor hereby warrants and agrees to defend title to the leased premises conveyed to Lessee hereunder. Lessor also agrees that Lessee may, at Lessee's option, pay and discharge any taxes, mortgages or liens existing, levied or assessed on or against the leased premises. If Lessee exercises such option, Lessee shall be subrogated to the rights of the party to whom payment is made, and, in addition to its other rights, may reimburse itself out of any royalties or shut-in royalties otherwise payable to Lessor hereunder. In the event Lessee is made aware of any claim inconsistent with Lessor's title, Lessee may suspend the payment of royalties and shut-in royalties hereunder, without interest, until Lessee has been furnished satisfactory evidence that such claim has been resolved.

14. Indemnity. Lessee will indemnify and hold Lessor, harmless from any and all claims, demands, suits, losses, damages, and costs (including, without limitation, any attorney fees) incurred by the Lessor which may be asserted against the Lessor by reason of or which may arise out of or which may be related to Lessee's activities on the leased premises.

15. Right of First Refusal. If, at any time within the primary term of this lease or any continuation thereof, or within six (6) months thereafter, Lessor receives any bona fide offer, acceptable to Lessor, to grant an additional lease (top lease) covering all or part of the afore described lands, Lessee shall have the continuing option, by meeting any such offer, to acquire such a lease. Any offer must be in writing and must set forth the proposed Lessee's name, bonus consideration and royalty consideration to be paid for such lease, and include a copy of the lease form to be utilized reflecting all pertinent and relevant terms and conditions of the top lease. Lessee shall have fifteen (15) days after receipt from Lessor of a complete copy of any such offer to advise Lessor in writing of its election to enter into an oil and gas lease with Lessor on equivalent terms and conditions. If Lessee fails to notify Lessor within the aforesaid fifteen (15) day period of its election to meet any such bona fide offer, Lessor shall have the right to accept said offer. Any top lease granted by Lessor in violation of this provision shall be null and void.

SEE ADDENDUM ATTACHED HERETO AND MADE A PART HEREOF

IN WITNESS WHEREOF, this lease is executed to be effective as of the date first written above, but upon execution shall be binding on the signatory and the signatory's heirs, devisees, executors, administrators, successors and assigns, whether or not this lease has been executed by all parties hereinabove named as Lessor.

WITNESSES AND/OR ATTESTATIONS:

LESSOR (WHETHER ONE OR MORE)

M. Constance Horn
M. Constance Horn (aka Constance Horn)

33003d00550

EXHIBIT "A" - ADDITIONAL LEASEHOLDS

between
M. Constance Horn (w/f/a Constance Horn), as Lessor
and
Elecco Land Services, Inc., as Lessee
dated the 18th day of July, 2008

The Leasehold is located, all or in part, in the ^{chp}Town of Harford in the County of Sussex, in the State of Pennsylvania, and is bounded substantially formerly or currently as follows:

- On the North by lands of Theodore & Clio Melzer, 147.00-2.012.00;
 - On the East by lands of Mark & Lori Novak, 147.00-2.038.04;
 - On the South by lands of Mark Lewis, 147.03-1.004.00;
 - On the West by lands of Richard & Elaine Osborne, 147.00-2.010.00;
- Tax ID# 147.00-2.011.00

Deed or other instrument by which the Lessor acquired title _____

The Leasehold is located, all or in part, in the ^{chp}Town of Harford in the County of Sussex, in the State of Pennsylvania, and is bounded substantially formerly or currently as follows:

- On the North by lands of Richard & Elaine Osborne, 147.00-2.010.00 & Constance Horn, 147.00-2.011.00;
 - On the East by lands of Constance Horn, 147.00-2.011.00;
 - On the South by lands of Constance Horn, 147.00-2.011.00 & David & Denise Schaefer, 147.00-2.008.01;
 - On the West by lands of David & Denise Schaefer, 147.00-2.008.01 & R. & E. Osborne, 147.00-2.010.00;
- Tax ID# 147.00-2.038.00

Deed or other instrument by which the Lessor acquired title _____

The Leasehold is located, all or in part, in the ^{chp}Town of Harford in the County of Sussex, in the State of Pennsylvania, and is bounded substantially formerly or currently as follows:

- On the North by lands of Barrington Boulevard;
 - On the East by lands of Richard & Karen Jones, 147.03-1.012.00;
 - On the South by lands of Trinity Lake;
 - On the West by lands of Edmund & Mary Jones, 147.03-1.010.00;
- Tax ID# 147.03-1.011.00

Deed or other instrument by which the Lessor acquired title _____

ADDENDUM

1. General

This Addendum is attached to and forms part of the Lease dated July 18, 2008 from M. Constance Horn (a/k/a Constance Horn), Lessor, to Hlexco Land Services, Inc., Lessee.

- (a) In the event of a conflict between a provision contained in this Addendum and a provision contained in the Lease, the provision contained in this Addendum prevails.
- (b) Unless expressly indicated otherwise, all capitalized words used in this Addendum have the same meaning attributed to them in the Lease.
- (c) The Lease continues in full force and effect and is amended only to the extent necessary to give force and effect to this Addendum and the Lease is ratified, approved and confirmed as so amended. The Lease may be further amended only by a subsequent writing executed by both Lessor and Lessee.

The following additional terms are added to the Lease:

- 2. Lessee's operations on said land shall be in accordance with regulations set forth by the Pennsylvania Department of Environmental Protection and the Commonwealth of Pennsylvania or any other local, state and federal body having jurisdiction over oil and gas exploration. The Lessee further agrees that the Lessor shall be held harmless from any fines or penalties that may be levied by any regulatory agency, be it local, state or federal that may arise as a result of the Lessee's activities on the leased premise.
- 3. Notwithstanding anything to the contrary contained in the Lease, prior to Lessee exercising its right to use any portion of the surface of the Leasehold for any of the purposes set forth in the Lease, Lessee shall first obtain the approval of Lessor, such approval shall be granted in a timely manner and shall not be unreasonably withheld. Failure of the Lessor to propose an alternative location suitable to the scope of Lessee's proposed operation within fifteen (15) days of Lessee's notice to Lessor to construct a well site, access road, pipeline or related appliance shall be deemed acceptance of the original location proposed by Lessee.
- 4. Lessee shall test Lessor's domestic water supply (as to quality and quantity) prior to the commencement of drilling operations on the Leasehold (the "Initial Test"). Upon completion of drilling operations on the Leasehold by Lessee (the "Operations"), Lessee shall, within a reasonable period of time, conduct a subsequent test similar to that of the Initial Test (the "Final Test") to ensure that Lessor's domestic water supply has not been materially and adversely affected by the Operations. If the Final Test results reveal water quality and/or quantity deterioration of a material nature when compared against the initial Test, then Lessee shall, at its own expense, shall take all steps necessary to return the Lessor's water supply to the pre-drilling condition.
- 5. The Lessee agrees to indemnify and hold harmless the Lessor from all claims, damages, liabilities, causes of action or demand for personal injury or property damage caused by Lessee's operation on the leased premises, or actions or activities connected with the Lessee's activities on the leased premises, except to the extent the injury or damage is caused by the Lessor's own negligence.
- 6. Insurance
 - (i) In the event Lessee conducts drilling operations on the Leasehold or land pooled or unitized therewith, Lessee shall add Lessor as an additional named insured to Lessee's general liability insurance policy during the term of the Lease.

- (i) Lessee shall, throughout the term of the Lease, maintain in force a policy of general liability insurance, in form and with such limits as are acceptable to the reasonable requirements of Lessor. Certificate(s) of insurance evidencing the existence of such coverage's and the status of Lessor thereunder shall at all times during the Lease term be available for inspection by Lessor and a copy provided to Lessor.
7. After completion of a well drill on the leased premises and upon written request of Lessor, Lessee shall install gates as needed to prevent access to Lessor's property by unauthorized persons. The gates(s) shall be locked and only Lessor and Lessee's authorized personnel shall possess keys to said lock(s).
 8. During the Lessee's operations on the leased premises the Lessee shall keep the property in a neat and clean condition and at the conclusion of the Lessee's operations, the Lessee shall be responsible to restore, as near as reasonably possible, the leased premises to its original condition that existed prior to commencement of the Lessee's operation removing all debris, equipment and personal property. The Lessee further agrees to repair any and all farm fences that are removed or knocked down due to the activities of the Lessee and the Lessee shall secure all livestock pastures so as to prevent livestock from leaving the property.
 9. Notwithstanding anything to the contrary herein, this agreement shall convey no rights to lessee, the exercise of which would conflict with the eligibility of the premises for the valuation for general property tax purposes established by the Farmland and Forest Land Assessment Act of 1974, Title 72, Act 319, Sections 5490.1 et. seq. as amended, commonly referred to as the "Clean and Green Program" unless and until the exercise of such rights shall be determined by competent legal authority not to impair such eligibility, but if such eligibility is impaired, lessee shall reimburse lessor for the resulting increase in tax liability, if any.
 10. Notwithstanding anything to the contrary contained in the Lease, Lessee is not granted any right whatsoever to use the Leasehold, or any portion thereof, for gas storage purposes.
 11. If the surface location for a well is to be positioned on leased premises, Lessee agrees to pay Lessor as anticipated damages the sum of Ten Thousand Dollars (\$10,000.00.).
 12. Lessee shall not use water from Lessor's wells, ponds, lakes, or reservoirs located on the lease premises. However, subject to the other provisions of this paragraph, Lessee shall have the right to drill one or more water wells on the lease premises and to use water from those wells for drilling, reworking, deepening, and/or remedial work on the Lease. It is understood that the Lessee shall not commercialize any water encountered during the life of their operation.
 13. Without a separate written agreement, pipelines shall not be constructed on the leased premises except for those used to transport oil and/or gas from a well(s) drilled on leased premises or land pooled or unitized therewith.
 14. The Lessee agrees to install all pipelines on the leased premises below plow depth (defined as a minimum depth of eighteen (18) inches).
 15. Lessee and Lessor agree that prior to the removal of any and all marketable timber resulting from Lessee's operations under the terms of this lease, an appraisal shall be constructed by a qualified third party forester chosen by Lessor and approved by Lessee, Lessee shall pay Lessor the said appraisal value prior to harvesting. If the Lessor and Lessee fail to come to a mutually agreed upon value then both parties agree to accept the value for damages supplied by the third party appraisal conducted by a commercial forester/appraiser in the case of timber and by an expert in the value of other crops or natural resources destroyed or damaged. Alternately, at the Lessor's option the Lessee can cut and stack the logs and place them at a location mutually agreed upon between the Lessor and Lessee with no further cost to the Lessee.

16. Upon written request from Lessor the Lessee shall fence their facilities located on the leased premises with a chain link fence that will be kept in good repair and secured and also provide a screen of evergreen shrubbery for any of the Lessee's facilities that are visible to the Lessor from their residence.
17. Lessee further grants to Lessor the right annually to examine, audit, or inspect books, records, and accounts of Lessee pertinent to the purpose of verifying the accuracy of the reports and statements furnished to Lessor for the preceding 12 months, and for checking the amount of payments lawfully due the Lessor under the terms of this agreement. In exercising this right, Lessor shall give reasonable notice to Lessee of its intended audit and such audit shall be conducted during normal business hours at the office of the Lessee in which the records are stored.
18. The Lessor reserves all rights under both equity and law.
19. Upon termination of this lease the Lessee shall record a surrender of the Lease in the County Courthouse and supply the Lessor with a copy of the surrender document.
20. In the event that Southwestern Energy Company, as successor to the Lessee, should assign or sell this Lease to a third party purchaser for a per acre cash consideration prior to the drilling of a well thereon or on land pooled or unitized therewith for the drilling of a well, then Southwestern Energy Company shall tender a payment to Lessor equal to hundred percent (100%) of the difference between the per acre cash consideration paid to the Lessor for the execution hereof and the per acre cash consideration received from such third party purchaser, proportionately reduced to the number of acres covered or sold hereunder, payable to the Lessor within thirty (30) days of the recording of such transaction.
21. Variable Royalty Clause The royalties reserved unto the Lessor as specified in Paragraph 2 of the Lease shall be amended to be as set forth hereinafter: a) fifteen percent (15%) for oil, condensate and other liquid hydrocarbons produced and saved at the well head; and b) fifteen percent (15%) for gas produced and thereafter sold at the well head, provided that the average daily gas production rate from the well or wells on the leased premises or on lands pooled or unitized with leased premises is three million standard cubic feet per day (3 MMSCF/D) or greater for the month of royalty payment. Notwithstanding the above, in the event that the average daily gas production rate from the well or wells on the leased premises or on lands pooled or unitized with leased premises is less than three million standard cubic feet per day (3 MMSCF/D) for the month of royalty payment, then the royalties for gas produced and thereafter sold at the well head for that month shall be twelve and one-half percent (12 1/2%).
22. Royalties shall be paid without deductions for the costs of producing, gathering, storing, separating, treating, dehydrating, compressing, transporting, or otherwise making the oil and/or gas produced from the lease premises ready for sale or use. All oil and/or gas royalty shall be delivered free of cost into the tank or pipeline (for oil) and into the pipeline (for gas), with the exception of Lessor's prorated share of taxes, measured by volume, on the oil and/or gas royalty.
23. It is understood between the Lessee and the Lessor that this lease will be assigned to Southwestern Energy Production Company (SWN)

This Addendum executed as of the Lease date.

WCK

233003/00550

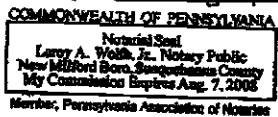
ACKNOWLEDGEMENTS

COMMONWEALTH OF PENNSYLVANIA)
County of Alleghenue) SS.

On this 18 day of July, 2008, before me, the undersigned Notary Public in and for said county and state, personally appeared M. Constance Horn (a/k/a Constance Horn) known to me to be the person or persons whose names are subscribed to the foregoing instrument, and acknowledged that the same was executed and delivered as their free and voluntary act for the purposes therein set forth. In witness whereof I hereunto set my hand and official seal as of the date hereinabove stated.

My Commission Expires Aug. 7, 2008

Larry A. Wolf, Jr.
Notary Public



State / Commonwealth of _____)
County of _____) SS.

INDIVIDUAL
(For use in all states)

On this _____ day of _____, 20____, before me, the undersigned Notary Public in and for said county and state, personally appeared _____ known to me to be the person or persons whose names are subscribed to the foregoing instrument, and acknowledged that the same was executed and delivered as their free and voluntary act for the purposes therein set forth. In witness whereof I hereunto set my hand and official seal as of the date hereinabove stated.

My Commission Expires _____

Notary Public

RECORDING INFORMATION

COMMONWEALTH OF PENNSYLVANIA)
County of _____) SS.

This instrument was filed for record on the _____ day of _____, 20____, at _____ o'clock _____ M., and duly recorded in Book _____, Page _____, of the _____ records of this office.

By _____
Clark (or Deputy)

This document prepared by: ELENCO LAND SERVICES, INC., P.O. Box 383, Olean, NY 14760-0383
When recorded contact: ELENCO LAND SERVICES, INC., P.O. Box 383, Olean, NY 14760-0383

Acknowledgment Page to Oil and Gas Lease dated the 18th day of July, 2008 between M. Constance Horn (a/k/a Constance Horn), a widow and Elenco Land Services, Inc.

EXHIBIT “2”

B

PA. WARRANTY DEED-11.

THIS DEED FORM
IS SUBJECT TO THE
ACTS OF ASSEMBLY
APRIL 19, 1968

Quit Deed

Made the 18th day of August
Nineteen hundred and Eighty-Six

~~Between~~ DAVID J. SCHAEFER and DENISE E. SCHAEFER, his wife,
of Crosswicks, New Jersey, GRANTORS

A N D

FENWICK P. HORN and M. CONSTANCE HORN, his wife, of Harford
Township, Susquehanna County, Pennsylvania, GRANTEES, as tenants by
entirety,

R
DATE 8-18-86
AGENT Shirley D. Rowland
TAX PAID 62.80

COMMONWEALTH OF PENNSYLVANIA
DEPARTMENT OF REVENUE
RECEIVED
TAX 62.80

~~Citizens~~ That in consideration of \$6,280.00

in hand paid, the receipt whereof is hereby acknowledged, the said grantors do hereby grant
and convey to the said grantees, their heirs and assigns,

All that certain parcel of land situate in the Township of Harford,
County of Susquehanna, Pennsylvania, bounded and described as follows:

BEGINNING at a point on the common boundary line of lands now or
formerly of Schaefer and Horn and being the most southwesterly corner
of lands herein described; thence along lands now or formerly of
Schaefer, north forty eight degrees zero minutes zero seconds west, eight
hundred seven and ninety six hundredths feet to a point on line of
lands now or formerly of Osborne; thence along lands now or formerly of
Osborne, north forty one degrees thirty five minutes twenty eight seconds
east four hundred thirty two and forty nine hundredths feet to a point
on line of lands now or formerly of Horn; thence along lands now or
formerly of Horn, the following four courses and distances: (1) South
forty eight degrees twenty four minutes thirty two seconds east five
hundred ninety eight and fifty nine hundredths feet to a point; (2)
South forty four degrees two minutes thirty two seconds west two
hundred twenty three and ninety five hundredths feet to a point; (3)
South forty four degrees eighteen minutes ten seconds east two hundred
fourteen and fifty hundredths feet to a point; (4) South forty
degrees nine minutes thirty three seconds west one hundred ninety nine
and twenty one hundredths feet to the point of beginning.

CONTAINING 6.92 acres of land more or less as surveyed by Ronald
J. Cruzecky, Registered Land Surveyor, 1986. Map attached hereto.

SUBJECT to any easements or rights-of-way of record or visible
on the ground.

HAZARDOUS WASTE has not been disposed of on the subject premises
to grantors' actual knowledge.

BEING the northeast end of a certain parcel of land conveyed by
Charles Murray, et al, to David and Denise Schaefer, by deed dated
May 9, 1986 and recorded in Deed Book 435 at Page 478.

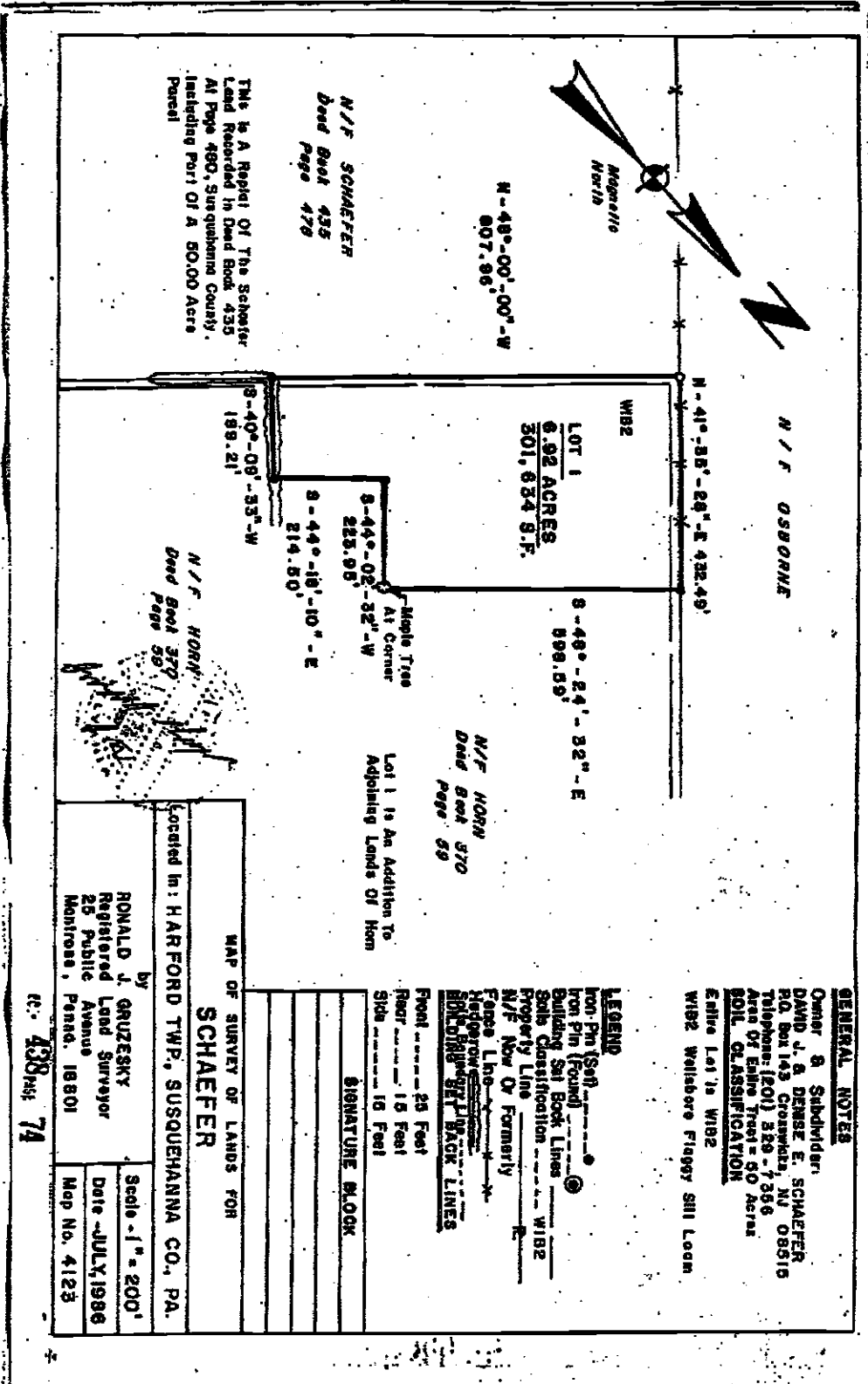
N : 438 72

C.

X

MAP of lands showing premises herein conveyed is attached hereto and made a part hereof.

EX. 438 PAGE 73



This is a Reprint Of The Schaefer Land Recorded In Deed Book 435 At Page 480, Susquehanna County, Including Part Of A 50.00 Acre Parcel

N/F SCHAEFER
Deed Book 435
Page 478

N-48°-00'-00"-W
807.96'

Magneto
North

N / F OSBORNE

W1B2

LOT 1
6.92 ACRES
301,634 S.F.

S-48°-24'-32"-E
898.89'

N/F HORN
Deed Book 370
Page 59

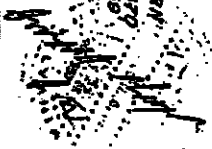
Lot 1 is An Addition To
Adjacent Lands Of Horn

S-44°-02'-32"-W
228.95'

Maple Tree
At Corner

S-40°-08'-55"-W
189.21'

N/F HORN
Deed Book 370
Page 59



GENERAL NOTES

Owner: B. Subbinder,
DAVID J. S. DENZEL E. SCHAEFER
P.O. Box 143, Crooked, NY 08516
Telephone: (201) 529-7356
Area Of Entire Tract = 50 Acres
SOIL CLASSIFICATION
Entire Lot is W1B2
W1B2 Wellbore Flaggy Silty Loam

LEGEND

- Iron Pin (Found)
- Building Set Back Lines
- Scale Classification
- Property Line
- N/F Now Or Formerly
- Face Line
- Reduction of
- Boundary Set Back Lines

- Front ----- 25 Feet
- Feet ----- 15 Feet
- Side ----- 10 Feet

SIGNATURE BLOCK

MAP OF SURVEY OF LANDS FOR

SCHAEFER

located in: HARFORD TWP., SUSQUEHANNA CO., PA.

by
RONALD J. GRUZESKY
Registered Land Surveyor
25 Public Avenue
Monroeville, Penna. 15146

Scale - 1" = 200'
Date - JULY, 1986
Map No. 4123

cc: 438
74

And the said grantors do hereby warrant generally the property hereby conveyed,

In Witness Whereof, said grantors have hereunto set their hands and seal on the day and year first above written.

Signed, Sealed and Delivered
In the Presence of

A.R. Kelly
Helen A. McKeon

David J. Schaefer
David J. Schaefer
Denise E. Schaefer
Denise E. Schaefer

Commonwealth of Pennsylvania } ss.
County of SUSQUEHANNA

On this, the 8 day of August 1986 before me a Notary Public,

the undersigned officer, personally appeared David J. Schaefer and Denise E. Schaefer, his wife,

known to me (or satisfactorily proven) to be the persons whose names are subscribed to the within instrument, and acknowledged that they executed the same for the purposes therein contained.

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

MY COMMISSION EXPIRES

Helen A. McKeon
NOTARY PUBLIC
Helen A. McKeon
Montrose, Susquehanna Co, Pa
My Commission Expires 10-31-87

I hereby certify, that the precise address of the grantors herein is

RD # 1
Box 102
New Milford, PA 18834

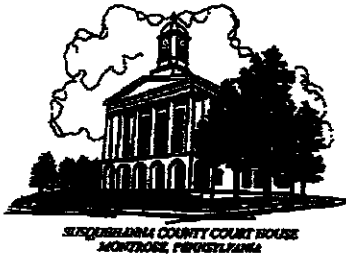
A.R. Kelly atty

RECORDED E. S. T.
AUG 18 AM 10:16

EX 438 FILE 75

EXHIBIT “3”

MARY F. EVANS
 Register of Wills - Recorder of Deeds
 Clerk of Orphans' Court Division
 Court of Common Pleas of Susquehanna County
 PO BOX 218
 MONTROSE, PA 16801-0218
 (570) 278-4600



Instrument Number - 201214573
 Recorded On 11/26/2012 At 1:50:33 PM
 * Instrument Type - OIL LEASE ASSIGNMENT
 Invoice Number - 135112
 * Grantor - CABOT OIL & GAS CORPORATION
 * Grantee - SOUTHWESTERN ENERGY PRODUCTION CO
 * Customer - SOUTHWESTERN ENERGY

* Total Pages - 25

*** FEES**
 STATE WRIT TAX \$0.50
 RECORDING FEES - \$61.00
 RECORDER OF DEEDS
 COUNTY IMPROVEMENT FEE \$2.00
 RECORDER IMPROVEMENT FEE \$3.00
 TOTAL PAID \$66.50

This is a certification page
DO NOT DETACH
 This page is now part
 of this legal document.

RETURN DOCUMENT TO:
 SOUTHWESTERN ENERGY
 2350 N SAM HOUSTON PARKWAY EAST
 SUITE 125
 HOUSTON, TX 77032
 ATTN: MONICA

I hereby CERTIFY that this document is recorded in the
 Recorder's Office of Susquehanna County, Pennsylvania.



Mary F. Evans
 MARY F. EVANS
 RECORDER OF DEEDS

* - Information deleted by an asterisk may change during
 the verification process and may not be reflected on this page.



PARTIAL ASSIGNMENT OF OIL & GAS LEASES

COMMONWEALTH OF PENNSYLVANIA §
 §
COUNTY OF SUSQUEHANNA §

THAT, CABOT OIL & GAS CORPORATION, a Delaware corporation, whose address is 840 Gessner, Suite 1400, Houston, Texas 77024-4152, hereinafter sometimes referred to as "Assignor," for and in consideration of the sum of Ten Dollars (\$10.00) cash in hand paid to Assignor, the receipt and adequacy of which are hereby acknowledged, does hereby grant, bargain, sell, assign, transfer, convey and set over unto SOUTHWESTERN ENERGY PRODUCTION COMPANY, an Arkansas corporation, whose address is 2350 N. Sam Houston Parkway East, Suite 125, Houston, Texas, 77052, hereinafter sometimes referred to as "Assignee", all of Assignor's right, title and interest in and to the oil and gas leases insofar as and only insofar as said leases cover 384.23 acres more or less, as described on Exhibits "A" and "A1" and shown on Exhibits "B1," "B2," and "B3" attached hereto (the "Leases").

The provisions of this Assignment shall be construed as covenants running with the land and shall be binding upon and inure to the benefit of the parties herein, their respective successors and assigns. This Assignment is further made subject to all of the terms, conditions and reservations set forth in the Leases and any and all intervening assignments of the Leases or interest therein. Assignee does further agree to be bound by the terms and conditions stated in the Leases.

In the event a dispute arises as to the meaning or interpretation of this Assignment or the rights and responsibilities of the parties created hereunder, this Assignment shall be deemed to have been drafted by all parties hereto.


TO HAVE AND HOLD unto Assignee, its successors and assigns, the Leases, and the amendments or agreements modifying the terms thereof, together with the personal property, appurtenances, improvements thereon, used in connection therewith, but subject to all of the terms and provisions of this Assignment and of the Leases. The lesshold rights and interests hereby transferred are free from all liens and encumbrances, other than set out above or already made known by each party to the other as of the date hereof, but Assignor does not warrant title to the lesshold estate except by, through and under Assignor.

This Agreement may be executed in one or more counterparts, all of which shall be considered one and the same agreement, and shall become effective when one or more counterparts have been signed by each of the parties and delivered to the other party.

IN WITNESS WHEREOF, Assignor and Assignee have each executed this Partial Assignment through its proper and fully authorized officers on the 15th day of November, 2012.

ASSIGNOR

CABOT OIL & GAS CORPORATION

By: 
Name: Todd Liehl
Title: Vice President, Land and Business Development

STATE OF TEXAS §
 §
COUNTY OF HARRIS §

On this 15th day of November, 2012, before me, the undersigned officer, personally appeared Todd Liehl, known to be the Vice President, Land and Business Development of Cabot Oil & Gas Corporation, and that he executed the within instrument, and acknowledged to me that said instrument was the free act and deed of said corporation. Witness the hand and official seal of the undersigned this the day and year first in this certificate written.




Notary Public

My Commission Expires: _____

IN WITNESS WHEREOF, Assignor and Assignee have each executed this Partial Assignment through its proper and fully authorized officers on the 14th day of November, 2012.

ASSIGNEE

**SOUTHWESTERN ENERGY
PRODUCTION COMPANY**

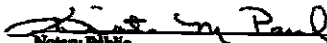
By: 
Name: Jim R. Dewhart
Title: Senior Vice President of Land

STATE OF TEXAS

COUNTY OF HARRIS

§
§
§

On this 14th day of November, 2012, before me, the undersigned officer, personally appeared Jim R. Dewhart, known to be the Senior Vice President of Land of Southwestern Energy Production Company, and that he executed the within instrument, and acknowledged to me that said instrument was the free act and deed of said corporation. Witness the hand and official seal of the undersigned this the day and year first in this certificate written.


Notary Public

My Commission Expires: _____



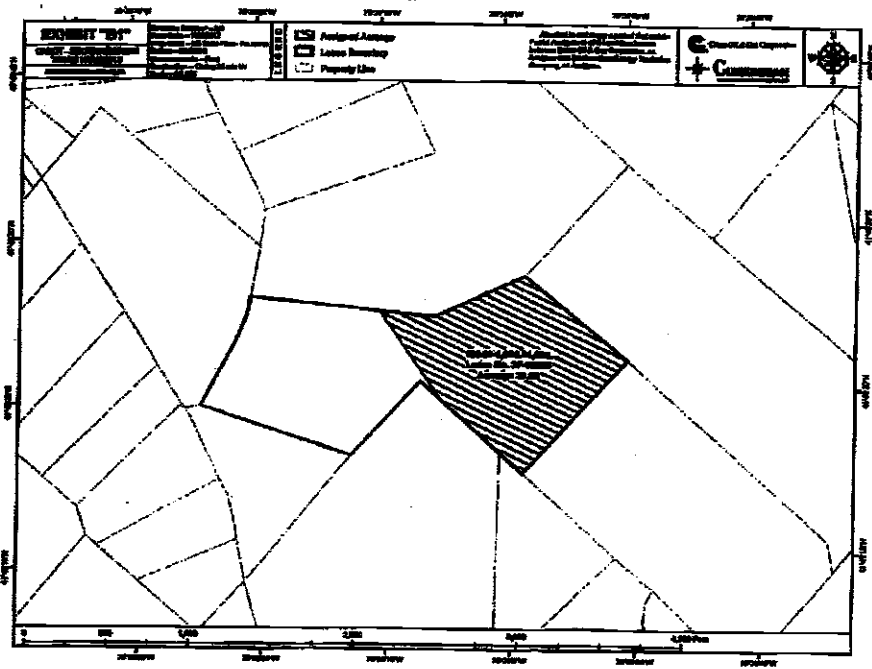
EXHIBIT "A"

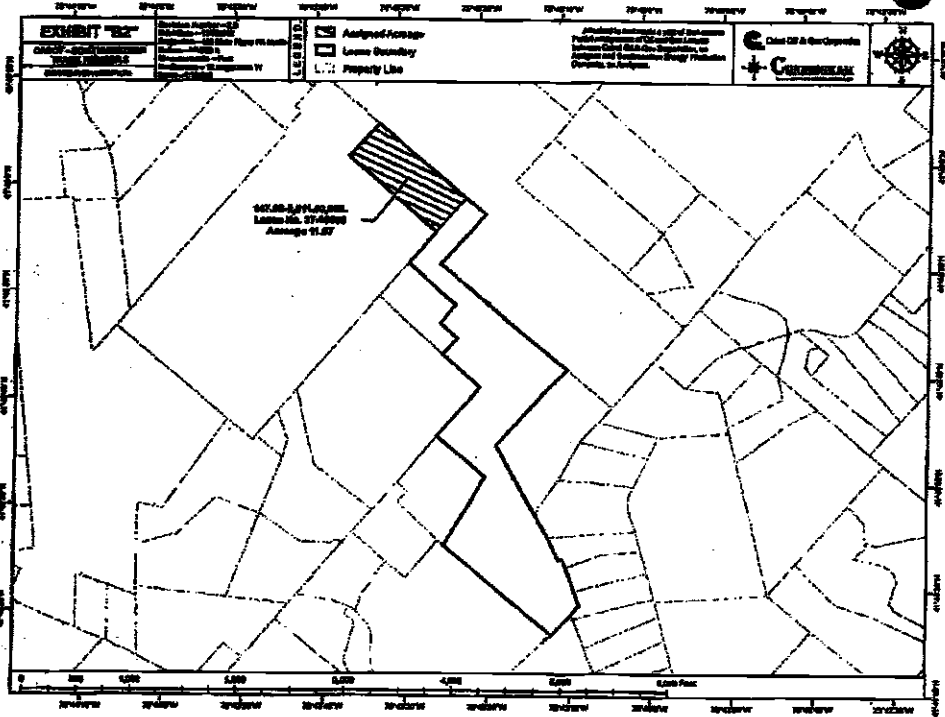
Attached to and made a part of that certain Partial Assignment of Oil and Gas Leases
between Cabot Oil & Gas Corporation, as Assignor and Southwestern Energy Production Company, as Assignee,
Snyder County, Pennsylvania

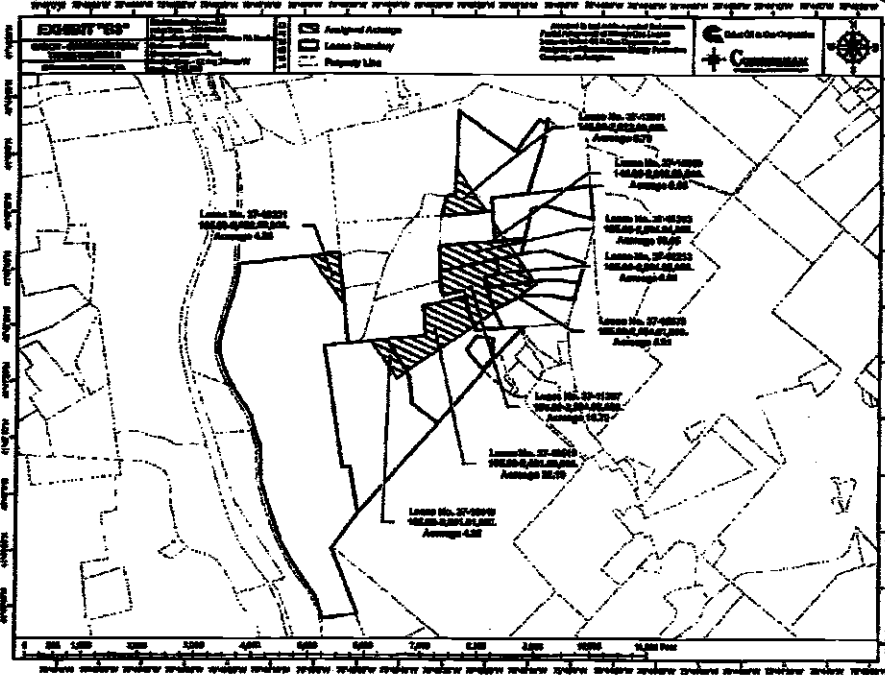
Well No.	Location	Operator	Lease Date	Lease No.	Lease No.	Lease No.	Lease No.
27-001180	WATKINS, PETER S. TRACT	CABOT OIL & GAS CORPORATION	4/24/2008	2008000000	2008000000	2008000000	2008000000
27-001180	WATKINS, PETER S. TRACT	CABOT OIL & GAS CORPORATION	4/24/2008	2008000000	2008000000	2008000000	2008000000
27-001180	WATKINS, PETER S. TRACT	CABOT OIL & GAS CORPORATION	4/24/2008	2008000000	2008000000	2008000000	2008000000
27-001180	WATKINS, PETER S. TRACT	CABOT OIL & GAS CORPORATION	4/24/2008	2008000000	2008000000	2008000000	2008000000

It is the intent of the Assignor to assign the above Leases insofar as and only insofar as the Leases cover the premises described herein as those parcels were known as of the date of their respective Leases, and to except and reserve the Leases unto Assignor insofar as they cover any and all other lands.

Item No.	Trade Name or Description	Manufacturer	Quantity	Unit Price	Total Price	Remarks
10-00001	WOOD	W. & S. COMPANY	10	1.00	10.00	A PORTION OF
10-00002	PORTLAND CEMENT	W. & S. COMPANY	10	1.00	10.00	REPAIRS
10-00003	ROOFING	W. & S. COMPANY	10	1.00	10.00	REPAIRS
10-00004	PAINT	W. & S. COMPANY	10	1.00	10.00	REPAIRS
10-00005	BRICK	W. & S. COMPANY	10	1.00	10.00	REPAIRS
10-00006	IRON	W. & S. COMPANY	10	1.00	10.00	REPAIRS
10-00007	STEEL	W. & S. COMPANY	10	1.00	10.00	REPAIRS
10-00008	CONCRETE	W. & S. COMPANY	10	1.00	10.00	REPAIRS
10-00009	GLASS	W. & S. COMPANY	10	1.00	10.00	REPAIRS
10-00010	ROOFING	W. & S. COMPANY	10	1.00	10.00	REPAIRS
10-00011	PAINT	W. & S. COMPANY	10	1.00	10.00	REPAIRS
10-00012	BRICK	W. & S. COMPANY	10	1.00	10.00	REPAIRS
10-00013	IRON	W. & S. COMPANY	10	1.00	10.00	REPAIRS
10-00014	STEEL	W. & S. COMPANY	10	1.00	10.00	REPAIRS
10-00015	CONCRETE	W. & S. COMPANY	10	1.00	10.00	REPAIRS
10-00016	GLASS	W. & S. COMPANY	10	1.00	10.00	REPAIRS
10-00017	ROOFING	W. & S. COMPANY	10	1.00	10.00	REPAIRS
10-00018	PAINT	W. & S. COMPANY	10	1.00	10.00	REPAIRS
10-00019	BRICK	W. & S. COMPANY	10	1.00	10.00	REPAIRS
10-00020	IRON	W. & S. COMPANY	10	1.00	10.00	REPAIRS
10-00021	STEEL	W. & S. COMPANY	10	1.00	10.00	REPAIRS
10-00022	CONCRETE	W. & S. COMPANY	10	1.00	10.00	REPAIRS
10-00023	GLASS	W. & S. COMPANY	10	1.00	10.00	REPAIRS
10-00024	ROOFING	W. & S. COMPANY	10	1.00	10.00	REPAIRS
10-00025	PAINT	W. & S. COMPANY	10	1.00	10.00	REPAIRS
10-00026	BRICK	W. & S. COMPANY	10	1.00	10.00	REPAIRS
10-00027	IRON	W. & S. COMPANY	10	1.00	10.00	REPAIRS
10-00028	STEEL	W. & S. COMPANY	10	1.00	10.00	REPAIRS
10-00029	CONCRETE	W. & S. COMPANY	10	1.00	10.00	REPAIRS
10-00030	GLASS	W. & S. COMPANY	10	1.00	10.00	REPAIRS







REV-01/2012 (04-01)



**REALTY TRANSFER TAX
STATEMENT OF VALUE**

RECORDER'S USE ONLY

Book No. Paid _____

Book Number _____

Page Number 201214573

Date Recorded 11-26-12

See reverse for instructions.

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

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

Name: **SOUTHWESTERN ENERGY PRODUCTION COMPANY** Telephone Number: **(281) 818-4700**

Mailing Address: **2360 N. SAM HOUSTON PARKWAY EAST** City: **HOUSTON** State: **TX** ZIP Code: **77032**

B. TRANSFER DATA

Grantor(s)/Lessor(s): **PETER S. WATROUS, TRUSTEE**

Mailing Address: **RR 2 BOX 2821**

City: **HALLSTEAD** State: **PA** ZIP Code: **15822**

C. Date of Acceptance of Document

Grantor(s)/Lessor(s): **SOUTHWESTERN ENERGY PRODUCTION COMPANY**

Mailing Address: **2360 N. SAM HOUSTON PARKWAY EAST**

City: **HOUSTON** State: **TX** ZIP Code: **77032**

D. REAL ESTATE LOCATION

Street Address: _____ City, Township, Borough: _____

County: _____ School District: _____ Tax Parcel Number: **60.00-2.043.00**

E. VALUATION DATA - WAS TRANSACTION PART OF AN ASSIGNMENT OR RELOCATION? Y N

1. Actual Cash Consideration 1.00	2. Other Consideration 4.000	3. Total Consideration 5.00
4. County Assessed Value	5. Common Level Ratio Factor X	6. Fair Market Value 00

F. EXEMPTION DATA

1a. Amount of Exemption Claimed: **0.00**

1b. Percentage of Grantor's Interest in Real Estate: _____

1c. Percentage of Grantor's Interest Conveyed: _____

Check Appropriate Box Below for Exemption Claimed.

- Will or intestate succession. (Name of Decedent: _____ (SSN: File Number) _____)
- Transfer to a trust. (Attach complete copy of trust agreement identifying all beneficiaries.)
- Transfer from a trust. Date of transfer into the trust: _____ If trust was amended attach a copy of original and amended trust.
- Transfer between principal and agent/straw party. (Attach complete copy of agency/straw party agreement.)
- Transfers to the commonwealth, the U.S. and instrumentalities by gift, dedication, condemnation or in lieu of condemnation. (If condemnation or in lieu of condemnation, attach copy of resolution.)
- Transfer from mortgagee to a holder of a mortgage in default. (Attach copy of mortgage and note/assignment.)
- Corrective or confirmatory deed. (Attach complete copy of the deed to be corrected or confirmed.)
- Statutory corporate consolidation, merger or division. (Attach copy of articles.)
- Other (Please explain exemption claimed.) **72P.S. SEC. 6102-C.3(22)**

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

Signature of Correspondent or Responsible Party: [Signature] Date: 11/26/12

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

RE-103 (8-1-12)

Pennsylvania
Department of Revenue
Bureau of Real Estate Taxes
PO BOX 68553
Harrisburg, PA 17108-0553

REALTY TRANSFER TAX STATEMENT OF VALUE

RECORDS/TOLLS ONLY

State Tax Paid: 0
Book Number: -
Page Number: 201319473
Date Recorded: 11-22-12

See reverse for instructions.

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

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

Name: **SOUTHWESTERN ENERGY PRODUCTION COMPANY** Telephone Number: (281) 618-4700
Mailing Address: **2350 N. SAM HOUSTON PARKWAY EAST** City: **HOUSTON** State: **TX** ZIP Code: **77032**

B. TRANSFER DATA

Grantor(s)/Lessor(s): **ELIGENE K. & JULIA M. HOENIG**
Mailing Address: **2478 STATE ROUTE 1001**
City: **THOMPSON** State: **PA** ZIP Code: **18466**

C. Date of Acceptance of Document

Recipient(s)/Lessee(s): **SOUTHWESTERN ENERGY PRODUCTION COMPANY**
Mailing Address: **2350 N. SAM HOUSTON PARKWAY EAST**
City: **HOUSTON** State: **TX** ZIP Code: **77032**

D. REAL ESTATE LOCATION

Street Address: _____ City, Township, Borough: _____
County: _____ School District: _____ Tax Parcel Number: **165.00-2.002.00**

E. VALUATION DATA - WAS TRANSACTION PART OF AN ASSIGNMENT OR RELOCATION? YES NO

1. Actual Cash Consideration: **1.00**
2. Other Consideration: **+0.00**
3. Total Consideration: **= 1.00**
4. County Assessed Value: _____
5. Common Level Ratio Factor: **X**
6. Fair Market Value: _____

F. EXEMPTION DATA

1a. Amount of Exemption Claimed: **0.00**
1b. Percentage of Grantor's Interest in Real Estate: _____
1c. Percentage of Grantor's Interest Conveyed: _____

Check Appropriate Box Below for Exemption Claimed.

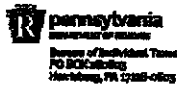
- Will or Intestate succession. (Name of Decedent) _____ (Estate File Number) _____
- Transfer to a trust. (Attach complete copy of trust agreement identifying all beneficiaries.)
- Transfer from a trust. Date of transfer into the trust: _____
If trust was amended attach a copy of original and amended trust.
- Transfer between principal and agent/straw party. (Attach complete copy of agency/straw party agreement.)
- Transfers to the commonwealth, the U.S. and instrumentalities by gift, dedication, condemnation or in lieu of condemnation. (If condemnation or in lieu of condemnation, attach copy of resolution.)
- Transfer from mortgagor to a holder of a mortgage in default. (Attach copy of mortgage and note/assignment.)
- Corrective or confirmatory deed. (Attach complete copy of the deed to be corrected or confirmed.)
- Statutory corporate consolidation, merger or division. (Attach copy of articles.)
- Other (Please explain exemption claimed.) **72P-S. SEC. §102-C.3(2)**

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

Signature of Correspondent or Responsible Party: _____ Date: **11/20/12**

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

REV-682 EX (04-82)



REALTY TRANSFER TAX STATEMENT OF VALUE

RECORDERS USE ONLY

Sheet No. 0

Book Number ---

Page Number 20214371

Date Recorded 11-26-19

See reverse for instructions.

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

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

Name: **SOUTHWESTERN ENERGY PRODUCTION COMPANY** Telephone Number: **(281) 518-6700**

Mailing Address: **2350 N. SAM HOUSTON PARKWAY EAST** City: **HOUSTON** State: **TX** ZIP Code: **77032**

B. TRANSFER DATA

C. Date of Acceptance of Document

Grantor(s) (A-Estate(s)) **JULIE KESTEN** Grantee(s) (A-Estate(s)) **SOUTHWESTERN ENERGY PRODUCTION COMPANY**

Mailing Address: **RR 1 BOX 700** Mailing Address: **2350 N. SAM HOUSTON PARKWAY EAST**

City: **NEW MILOFORD** State: **PA** ZIP Code: **18834** City: **HOUSTON** State: **TX** ZIP Code: **77032**

D. REAL ESTATE LOCATION

Street Address: _____ City, Township, Borough: _____

County: **Susquehanna** School District: _____ Tax Parcel Number: **188.00-2.004.04**

E. VALUATION DATA - WAS TRANSACTION PART OF AN ASSIGNMENT OR RELOCATION? Y N

1. Actual Cash Consideration 1.00	2. Other Consideration +0.00	3. Total Consideration = 1.00
4. County Assessed Value	5. Current Local Rate Factor X	6. Fair Market Value ---

F. EXEMPTION DATA

1a. Amount of Exemption Claimed 0.00	1b. Percentage of Grantor's Interest in Real Estate	1c. Percentage of Grantor's Interest Conveyed
--	---	---

Check Appropriate Box Below for Exemption Claimed.

- Will or intestate succession. (Name of Decedent) _____ (Estate File Number) _____
- Transfer to a trust. (Attach complete copy of trust agreement identifying all beneficiaries.)
- Transfer from a trust. Date of transfer into the trust: _____
If trust was amended attach a copy of original and amended trust.
- Transfer between principal and agent/straw party. (Attach complete copy of agency/straw party agreement.)
- Transfers to the commonwealth, the U.S., and instrumentalities by gift, dedication, condemnation or in lieu of condemnation. (If condemnation or in lieu of condemnation, attach copy of resolution.)
- Transfer from mortgagee to a holder of a mortgage in default. (Attach copy of mortgage and note/assignment.)
- Corrective or confirmatory deed. (Attach complete copy of the deed to be corrected or confirmed.)
- Statutory corporate consolidation, merger or division. (Attach copy of articles.)
- Other (Please explain exemption claimed.) **72P.S. SEC. §102-C.3(22)**

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

Signature of Correspondent or Responsible Party: [Signature] Date: 11/26/19

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

REA-612 BK (09-04)



REALTY TRANSFER TAX STATEMENT OF VALUE

RECORDER'S USE ONLY

State Not Paid, Book Number, Page Number, Date Recorded

See reverse for instructions.

Complete each section and file in duplicate with Recorder of Deeds when (1) the full value/consideration is not set forth in the deed, (2) the deed is without consideration or by gift, or (3) a tax exemption is claimed.

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

Name: SOUTHWESTERN ENERGY PRODUCTION COMPANY, Telephone Number: (281) 616-6700

Mailing Address: 2260 N. SAM HOUSTON PARKWAY EAST, City: HOUSTON, State: TX, ZIP Code: 77032

B. TRANSFER DATA, C. Date of Acceptance of Document

Grantor(s)/Lessor(s): NORMAN N. & TAMMY L. NORTON, SR. Grantee(s)/Lessee(s): SOUTHWESTERN ENERGY PRODUCTION COMPANY

Mailing Address: RR 2 BOX 136C, City: NEW MILFORD, State: PA, ZIP Code: 18834

Mailing Address: 2260 N. SAM HOUSTON PARKWAY EAST, City: HOUSTON, State: TX, ZIP Code: 77032

D. REAL ESTATE LOCATION

Street Address, City, Township, Borough

County, School District, Tax Parcel Number

E. VALUATION DATA - WAS TRANSACTION PART OF AN ASSIGNMENT OR RELOCATION? [] Y [] N

Table with 3 columns: 1. Actual Cash Consideration, 2. Other Consideration, 3. Total Consideration, 4. County Assessed Value, 5. Common Level Ratio Factor, 6. Fair Market Value

F. EXEMPTION DATA

1a. Amount of Exemption Claimed, 1b. Percentage of Grantor's Interest in Real Estate, 1c. Percentage of Grantor's Interest Conveyed

- Check Appropriate Box Below for Exemption Claimed.
[] Will or intestate succession.
[] Transfer to a trust.
[] Transfer from a trust.
[] Transfer between principal and agent/straw party.
[] Transfers to the commonwealth, the U.S. and instrumentalities by gift, dedication, condemnation or in lieu of condemnation.
[] Transfer from mortgagor to a holder of a mortgage in default.
[] Corrective or confirmatory deed.
[] Statutory corporate consolidation, merger or division.
[X] Other (Please explain exemption claimed.)

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

Signature of Conveyant(s) or Responsible Party, Date

FAILURE TO COMPLETE THESE FORMS PROPERLY OR ATTACH REQUESTED DOCUMENTATION MAY RESULT IN THE RECORDER'S REFUSAL TO RECORD THE DEED.

REV-683 (04-00)



**REALTY TRANSFER TAX
STATEMENT OF VALUE**

RECORDER'S USE ONLY

State Tax Paid	0
Book Number	-
Page Number	201214573
Date Recorded	11-26-12

See reverse for instructions.

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

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

Name	SOUTHWESTERN ENERGY PRODUCTION COMPANY			Telephone Number:	(261) 618-4700
Mailing Address	City	State	ZIP Code		
2360 N. SAM HOUSTON PARKWAY EAST	HOUSTON	TX	77032		

B. TRANSFER DATA

Grantor(s)/Lessor(s)	JAMES M. & MARY A. KETTERER
Mailing Address	RR 1 BOX 71
City	NEW MILFORD
State	PA
ZIP Code	18834

C. Date of Acceptance of Document

Grantee(s)/Assignee(s)	SOUTHWESTERN ENERGY PRODUCTION COMPANY		
Mailing Address	2360 N. SAM HOUSTON PARKWAY EAST		
City	HOUSTON	State	TX
ZIP Code	77032		

D. REAL ESTATE LOCATION

Street Address	City, Township, Borough	
County	School District	Tax Parcel Number
Susquehanna		165.00-2.031.00

E. VALUATION DATA - WAS TRANSACTION PART OF AN ASSIGNMENT OR RELOCATION? Y N

1. Actual Cash Consideration	2. Other Consideration	3. Total Consideration
1.00	+0.00	= 1.00
4. County Assessed Value	5. Common Level Rate Factor	6. Fair Market Value
	X	

F. EXEMPTION DATA

1a. Amount of Exemption Claimed	1b. Percentage of Grantor's Interest in Real Estate	1c. Percentage of Grantor's Interest Conveyed
0.00		

Check Appropriate Box Below for Exemption Claimed:

- Will or intestate succession.
- Transfer to a trust. (Attach complete copy of trust agreement identifying all beneficiaries.)
- Transfer from a trust. Date of transfer into the trust _____
If trust was amended attach a copy of original and amended trust.
- Transfer between principal and agent/straw party. (Attach complete copy of agency/straw party agreement.)
- Transfers to the commonwealth, the U.S. and instrumentalities by gift, dedication, condemnation or in lieu of condemnation. (If condemnation or in lieu of condemnation, attach copy of resolution.)
- Transfer from mortgagor to a holder of a mortgage in default. (Attach copy of mortgage and note/assignment.)
- Corrective or confirmatory deed. (Attach complete copy of the deed to be corrected or confirmed.)
- Statutory corporate consolidation, merger or division. (Attach copy of articles.)
- Other (Please explain exemption claimed.) 72P.S. SEC. 8102-C.3(22)

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

Signature of Correspondent or Responsible Party	Date
<i>[Signature]</i>	11/26/12

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

REV-402 (2) (2-4-85)



REALTY TRANSFER TAX STATEMENT OF VALUE

RECORDER'S USE ONLY

State Tax Paid: 0

Book Number: -

Page Number: 201814573

Date Recorded: 11-24-12

See reverse for instructions.

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

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

Name: SOUTHWESTERN ENERGY PRODUCTION COMPANY Telephone Number: (281) 618-4700

Filing Address: 2350 N. SAM HOUSTON PARKWAY EAST City: HOUSTON State: TX ZIP Code: 77032

B. TRANSFER DATA

Grantor(s)/Lessor(s): MATTHEW S. PECKINS

Filing Address: P.O. BOX 41

City: KINGSLEY State: PA ZIP Code: 16828

C. Date of Acceptance of Document

Grantor(s)/Lessor(s): SOUTHWESTERN ENERGY PRODUCTION COMPANY

Filing Address: 2350 N. SAM HOUSTON PARKWAY EAST

City: HOUSTON State: TX ZIP Code: 77032

D. REAL ESTATE LOCATION

Street Address: _____ City, Township, Borough: _____

County: Susquehanna School District: _____ Tax Parcel Number: 166.00-2.004.00

E. VALUATION DATA - WAS TRANSACTION PART OF AN ASSIGNMENT OR RELOCATION? Y N

1. Actual Cash Consideration 1.00	2. Other Consideration +0.00	3. Total Consideration = 1.00
4. County Assessed Value	5. Common Level Ratio Factor X	6. Fair Market Value =

F. EXEMPTION DATA

1a. Amount of Exemption Claimed: 0.00

1b. Percentage of Grantor's Interest in Real Estate: _____

1c. Percentage of Grantor's Interest Conveyed: _____

Check Appropriate Box Below for Exemption Claimed.

- Will or intestate succession. (Name of Decedent) _____ (Estate File Number) _____
- Transfer to a trust. (Attach complete copy of trust agreement identifying all beneficiaries.)
- Transfer from a trust. Date of transfer into the trust: _____ If trust was amended attach a copy of original and amended trust.
- Transfer between principal and agent/straw party. (Attach complete copy of agency/straw party agreement.)
- Transfers to the Commonwealth, the U.S. and instrumentalities by gift, dedication, condemnation or in lieu of condemnation. (If condemnation or in lieu of condemnation, attach copy of resolution.)
- Transfer from mortgagee to a holder of a mortgage in default. (Attach copy of mortgage and note/assignment.)
- Corrective or confirmatory deed. (Attach complete copy of the deed to be corrected or confirmed.)
- Statutory corporate consolidation, merger or division. (Attach copy of articles.)
- Other (Please explain exemption claimed.) 72P.S. SEC. 8102-C.3(22)

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

Signature of Correspondent or Responsible Party: *Matthew S. Peckins* Date: 11/24/2012

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



REALTY TRANSFER TAX STATEMENT OF VALUE

See reverse for instructions.

RECORDERS USE ONLY

State Tax Paid	0
Book Number	
Page Number	208-1857A
Date Recorded	11-23-02

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

A. CORRESPONDENT - All inquiries may be directed to the following persons:
 Name: SOUTH-WESTERN ENERGY PRODUCTION COMPANY Telephone Number: (281) 618-4700
 Mailing Address: 2350 N. SAM HOUSTON PARKWAY EAST City: HOUSTON State: TX ZIP Code: 77032

B. TRANSFER DATA
 Grantor(s) Name(s): FRED S. & SHARON M. GRASSO
 Mailing Address: RR 1 BOX 88A-1 City: NEW MILFORD State: PA ZIP Code: 18834

C. Date of Acceptance of Document
 Grantor(s) Name(s): SOUTH-WESTERN ENERGY PRODUCTION COMPANY
 Mailing Address: 2350 N. SAM HOUSTON PARKWAY EAST City: HOUSTON State: TX ZIP Code: 77032

D. REAL ESTATE LOCATION
 Street Address: _____ City, Township, Borough: _____

County: _____ School District: _____ Tax Parcel Number: 188.00-2,004.08

E. VALUATION DATA - WAS TRANSACTION PART OF AN ASSIGNMENT OR RELOCATION? Y N
 1. Actual Cash Consideration: 1.00
 2. Other Consideration: +0.00
 3. Total Consideration: = 1.00
 4. County Assessed Value: _____
 5. Common Level Ratio Factor: X
 6. Full Market Value: _____

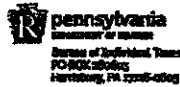
F. EXEMPTION DATA
 1a. Amount of Exemption Claimed: 0.00
 1b. Percentage of Grantor's Interest in Real Estate: _____
 1c. Percentage of Grantor's Interest Conveyed: _____

- Check Appropriate Box Below for Exemption Claimed.
- Will or intestate succession. (Name of Decedent) _____ (Estate File Number) _____
 - Transfer to a trust. (Attach complete copy of trust agreement identifying all beneficiaries.)
 - Transfer from a trust. Date of transfer into the trust: _____ If trust was amended attach a copy of original and amended trust.
 - Transfer between principal and agent/straw party. (Attach complete copy of agency/straw party agreement.)
 - Transfers to the commonwealth, the U.S. and instrumentalities by gift, dedication, condemnation or in lieu of condemnation. (If condemnation or in lieu of condemnation, attach copy of resolution.)
 - Transfer from mortgagor to a holder of a mortgage in default. (Attach copy of mortgage and note/assignment.)
 - Corrective or confirmatory deed. (Attach complete copy of the deed to be corrected or confirmed.)
 - Statutory corporate consolidation, merger or division. (Attach copy of articles.)
 - Other (Please explain exemption claimed.) 72P.S., SEC. 5102-C.3(22)

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

Signature of Correspondent or Responsible Party: _____ Date: 11/23/02

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



REALTY TRANSFER TAX STATEMENT OF VALUE

RECORDER'S USE ONLY			
State Tax Paid	0		
Book Number	-		
Page Number	2-2-14573		
Date Recorded	11-26-82		

See reverse for instructions.

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

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

Name	SOUTHWESTERN ENERGY PRODUCTION COMPANY			Telephone Number:	(281) 618-4700
Mailing Address	City	State	ZIP Code		
2350 N. SAM HOUSTON PARKWAY EAST	HOUSTON	TX	77032		

B. TRANSFER DATA

Grantor(s)/Lessor(s)	Grantee(s)/Lessee(s)
GEORGE E. HANNS, JR.	SOUTHWESTERN ENERGY PRODUCTION COMPANY
Mailing Address	Mailing Address
1437 GRINNELL ROAD	2350 N. SAM HOUSTON PARKWAY EAST
City	City
NEW MILFORD	HOUSTON
State	State
PA	TX
ZIP Code	ZIP Code
18834	77032

C. Date of Acceptance of Document

City	State	ZIP Code
HOUSTON	TX	77032

D. REAL ESTATE LOCATION

Street Address	City, Township, Borough	
County	School District	Tax Parcel Number
Susquehanna		165.00-2.004.01

E. VALUATION DATA - WAS TRANSACTION PART OF AN ASSIGNMENT OR RELOCATION? Y N

1. Actual Cash Consideration	2. Other Consideration	3. Total Consideration
1.00	+0.00	= 1.00
4. County Assessed Value	5. Common Level Ratio Factor	6. Fair Market Value
	X	=

F. EXEMPTION DATA

1a. Amount of Exemption Claimed	1b. Percentage of Grantor's Interest in Real Estate	1c. Percentage of Grantor's Interest Conveyed
0.00		

Check Appropriate Box Below for Exemption Claimed.

- Will or intestate succession.
- Transfer to a trust. (Attach complete copy of trust agreement identifying all beneficiaries.)
- Transfer from a trust. Date of transfer into the trust: _____ If trust was amended attach a copy of original and amended trust.
- Transfer between principal and agent/straw party. (Attach complete copy of agency/straw party agreement.)
- Transfers to the commonwealth, the U.S. and instrumentalities by gift, dedication, condemnation or in lieu of condemnation. (If condemnation or in lieu of condemnation, attach copy of resolution.)
- Transfer from mortgagor to a holder of a mortgage in default. (Attach copy of mortgage and note/assignment.)
- Corrective or confirmatory deed. (Attach complete copy of the deed to be corrected or confirmed.)
- Statutory corporate consolidation, merger or division. (Attach copy of articles.)
- Other (Please explain exemption claimed.) 72 P.S. SEC. 6102-C.3(22)

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

Signature of Correspondent or Responsible Party	Date
<i>[Signature]</i>	11/26/82

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

REC-623 EX (10-82)



REALTY TRANSFER TAX STATEMENT OF VALUE

RECORDS/TITLE USE ONLY

State Tax Paid	0
Book Number	-
Page Number	2-1234578
Date Recorded	11-26-12

See reverse for instructions.

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

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

Name	Telephone Number:		
SOUTHWESTERN ENERGY PRODUCTION COMPANY	(281) 619-4700		
Mailing Address	City	State	ZIP Code
2256 N. SAM HOUSTON PARKWAY EAST	HOUSTON	TX	77082

B. TRANSFER DATA

Grantor(s)/Grantor(s)		
JOHN THOMAS & JUDITH M. SALINKAS		
Mailing Address		
RR 1 BOX 65W		
City	State	ZIP Code
NEW MILFORD	PA	18884

C. Date of Acceptance of Document

Grantor(s)/Grantee(s)		
SOUTHWESTERN ENERGY PRODUCTION COMPANY		
Mailing Address		
2256 N. SAM HOUSTON PARKWAY EAST		
City	State	ZIP Code
HOUSTON	TX	77082

D. REAL ESTATE LOCATION

Street Address	City, Township, Borough

County	School District	Tax Parcel Number
Susquehanna		146.00-2.042.00

E. VALUATION DATA - WAS TRANSACTION PART OF AN ASSIGNMENT OR RELOCATION? Y N

1. Actual Cash Consideration	2. Other Consideration	3. Total Consideration as 1.00
1.00	+0.00	1.00
4. County Assessed Value	5. Current Local Ratio Factor	6. Fair Market Value as
	X	

F. EXEMPTION DATA

1a. Amount of Exemption Claimed	1b. Percentage of Grantor's Interest in Real Estate	1c. Percentage of Grantor's Interest Covered
0.00		

Check Appropriate Box Below for Exemption Claimed.

- Will or intestate succession. (Name of Decedent) (Date File Number)
- Transfer to a trust. (Attach complete copy of trust agreement identifying all beneficiaries.)
- Transfer from a trust. Date of transfer into the trust. If trust was amended attach a copy of original and amended trust.
- Transfer between principal and agent/straw party. (Attach complete copy of agency/straw party agreement.)
- Transfers to the commonwealth, the U.S. and instrumentalities by gift, dedication, condemnation or in lieu of condemnation. (If condemnation or in lieu of condemnation, attach copy of resolution.)
- Transfer from mortgagor to a holder of a mortgage in default. (Attach copy of mortgage and note/assignment.)
- Corrective or confirmatory deed. (Attach complete copy of the deed to be corrected or confirmed.)
- Statutory corporate consolidation, merger or division. (Attach copy of articles.)
- Other (Please explain exemption claimed.) 72P.S. SEC. 5102-C.3(22)

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

Signature of Grantor or Responsible Party	Date
<i>[Signature]</i>	11-26-12

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

REV-023 EX (11-02)



REALTY TRANSFER TAX STATEMENT OF VALUE

RECORDER'S USE ONLY

State Tax Paid, Book Number, Page Number, Date Recorded

See reverse for instructions.

Complete each section and file in duplicate with Recorder of Deeds when (1) the full value/consideration is not set forth in the deed, (2) the deed is without consideration or by gift, or (3) a tax exemption is claimed.

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

Name: SOUTH-WESTERN ENERGY PRODUCTION COMPANY, Telephone Number: (281) 618-4700, Mailing Address: 2350 N. SAM HOUSTON PARKWAY EAST, City: HOUSTON, State: TX, ZIP Code: 77032

B. TRANSFER DATA

Grantor(s)/Lessor(s): PETER S. WATROUS, TRUSTEE, Mailing Address: RR 2 BOX 282, City: HALLSTEAD, State: PA, ZIP Code: 16822

C. Date of Acceptance of Document

Grantor(s)/Lessor(s): SOUTH-WESTERN ENERGY PRODUCTION COMPANY, Mailing Address: 2350 N. SAM HOUSTON PARKWAY EAST, City: HOUSTON, State: TX, ZIP Code: 77032

D. REAL ESTATE LOCATION

Street Address, City, Township, Borough, County: Susquehanna, School District, Tax Parcel Number: 70.00-3.010.00

E. VALUATION DATA - WAS TRANSACTION PART OF AN ASSIGNMENT OR RELOCATION? Y N

1. Actual Cash Consideration: 1.00, 2. Other Consideration: +0.00, 3. Total Consideration: = 1.00, 4. County Assessed Value, 5. Common Level Ratio Factor: X, 6. Fair Market Value: =

F. EXEMPTION DATA

1a. Amount of Exemption Claimed: 0.00, 1b. Percentage of Grantor's Interest in Real Estate, 1c. Percentage of Grantor's Interest Conveyed

Check Appropriate Box Below for Exemption Claimed:

- Will or intestate succession.
 Transfer to a trust.
 Transfer from a trust.
 Transfer between principal and agent/straw party.
 Transfers to the commonwealth, the U.S. and instrumentalities by gift, dedication, condemnation or in lieu of condemnation.
 Transfer from mortgagor to a holder of a mortgage in default.
 Corrective or confirmatory deed.
 Statutory corporate consolidation, merger or division.
 Other (Please explain exemption claimed.) 72P.S. SEC. 8102-C.3(22)

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

Signature of Correspondent or Responsible Party, Date: 11/26/13

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

REA-689 6X (04-07)

W **pennsylvania**
 DEPARTMENT OF REVENUE
 Bureau of Individual Taxes
 PO BOX 28000
 Harrisburg, PA 17105-0000

REALTY TRANSFER TAX STATEMENT OF VALUE

See reverse for instructions.

RECORDERS USE ONLY

State Tax Paid 0
 Book Number ---
 Page Number 20124073
 Date Recorded 11-26-12

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

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

Name: **SOUTHWESTERN ENERGY PRODUCTION COMPANY** Telephone Number: **(281) 618-6700**
 Mailing Address: **2350 N. SAM HOUSTON PARKWAY EAST** City: **HOUSTON** State: **TX** ZIP Code: **77032**

B. TRANSFER DATA

Grantor(s)/Lessor(s): **PETER S. WATROUS, TRUSTEE**
 Mailing Address: **RR 2 BOX 2821**
 City: **HALLSTEAD** State: **PA** ZIP Code: **18822**

C. Date of Acceptance of Document

Grantor(s)/Assessee(s): **SOUTHWESTERN ENERGY PRODUCTION COMPANY**
 Mailing Address: **2350 N. SAM HOUSTON PARKWAY EAST**
 City: **HOUSTON** State: **TX** ZIP Code: **77032**

D. REAL ESTATE LOCATION

Street Address: _____ City, Township, Borough: _____
 County: **Susquehanna** School District: _____ Tax Parcel Number: **70.00-3.011.00**

E. VALUATION DATA - WAS TRANSACTION PART OF AN ASSIGNMENT OR RELOCATION? Y N

1. Actual Cash Consideration 1.00	2. Other Consideration +0.00	3. Total Consideration = 1.00
4. County Assessed Value	5. Common Level Ratio Factor X	6. Fair Market Value =

F. EXEMPTION DATA

1a. Amount of Exemption Claimed 0.00	1b. Percentage of Grantor's Interest in Real Estate	1c. Percentage of Grantor's Interest Conveyed
--	---	---

Check Appropriate Box Below for Exemption Claimed.

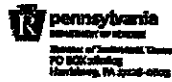
- Will or intestate succession. _____ (Name of Beneficiary) (State File Number)
- Transfer to a trust. (Attach complete copy of trust agreement identifying all beneficiaries.)
- Transfer from a trust. Date of transfer into the trust _____
 If trust was amended attach a copy of original and amended trust.
- Transfer between principal and agent/straw party. (Attach complete copy of agency/straw party agreement.)
- Transfers to the commonwealth, the U.S. and instrumentalities by gift, dedication, condemnation or in lieu of condemnation. (If condemnation or in lieu of condemnation, attach copy of resolution.)
- Transfer from mortgagor to a holder of a mortgage in default. (Attach copy of mortgage and note/assignment.)
- Corrective or confirmatory deed. (Attach complete copy of the deed to be corrected or confirmed.)
- Statutory corporate consolidation, merger or division. (Attach copy of articles.)
- Other (Please explain exemption claimed.) **72P.S. SEC. 8102-C.3(22)**

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

Signature of Correspondent or Responsible Party: *P. Watrous* Date: 11/26/12

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

RD-602 (9-9-80)



REALTY TRANSFER TAX STATEMENT OF VALUE

See reverse for instructions.

RECORDER'S USE ONLY	
Sheet No. Recd	0
Book Number	
Page Number	2612 H 673
Date Recorded	11-26-12

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

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

Name	Telephone Number
SOUTHWESTERN ENERGY PRODUCTION COMPANY	(281) 618-4700
Mailing Address	City
2280 N. SAM HOUSTON PARKWAY EAST	HOUSTON
	State
	TX
	ZIP Code
	77032

B. TRANSFER DATA

Grantor(s)/Lessor(s)
HELEN M. VILE
Mailing Address
RR 2 BOX 2623
City
HALLSTEAD
State
PA
ZIP Code
16822

C. Date of Acceptance of Document

Grantor(s)/Lessor(s)
SOUTHWESTERN ENERGY PRODUCTION COMPANY
Mailing Address
2280 N. SAM HOUSTON PARKWAY EAST
City
HOUSTON
State
TX
ZIP Code
77032

D. REAL ESTATE LOCATION

Street Address	City, Township, Borough	
County	School District	Map Parcel Number
Susquehanna		06.00-2.047.00

E. VALUATION DATA - WAS TRANSACTION PART OF AN ASSIGNMENT OR RELOCATION? Y N

1. Actual Cash Consideration	2. Other Consideration	3. Total Consideration
1.00	+0.00	= 1.00
4. County Assessed Value	5. Common Level Ratio Factor	6. Full Market Value
	X	=

F. EXEMPTION DATA

1a. Amount of Exemption Claimed	1b. Percentage of Grantor's Interest in Real Estate	1c. Percentage of Grantor's Interest Conveyed
0.00		

Check Appropriate Box Below for Exemption Claimed.

- Will or Intestate succession. (Name of Decedent) (Estate File Number)
- Transfer to a trust. (Attach complete copy of trust agreement identifying all beneficiaries.)
- Transfer from a trust. Date of transfer into the trust. If trust was amended attach a copy of original and amended trust.
- Transfer between principal and agent/straw party. (Attach complete copy of agency/straw party agreement.)
- Transfers to the commonwealth, the U.S. and instrumentalities by gift, dedication, condemnation or in lieu of condemnation. (If condemnation or in lieu of condemnation, attach copy of resolution.)
- Transfer from mortgagor to a holder of a mortgage in default. (Attach copy of mortgage and note/assignment.)
- Corrective or confirmatory deed. (Attach complete copy of the deed to be corrected or confirmed.)
- Statutory corporate consolidation, merger or division. (Attach copy of articles.)
- Other (Please explain exemption claimed.) 72P.S. SEC. 6102-C.3(22)

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

Signature of Correspondent or Responsible Party	Date
<i>[Signature]</i>	11/26/12

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

REV-2025 EX (04-01)



REALTY TRANSFER TAX STATEMENT OF VALUE

RECORDER'S USE ONLY

State Tax Field	0
Book Number	-
Page Number	2024573
Date Recorded	11-26-12

See reverse for instructions.

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

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

Name	SOUTHWESTERN ENERGY PRODUCTION COMPANY			Telephone Number	(281) 518-4700
Mailing Address	2360 N. SAM HOUSTON PARKWAY EAST	City	HOUSTON	State	TX
		ZIP Code			77032

B. TRANSFER DATA

Grantor(s)/Lessor(s)	DAVID L. BRAMAN	Grantee(s)/Lessee(s)	SOUTHWESTERN ENERGY PRODUCTION COMPANY		
Mailing Address	948 CREEK ROAD	Mailing Address	2360 N. SAM HOUSTON PARKWAY EAST		
City	NEW MILFORD	City	HOUSTON		
State	PA	ZIP Code	18834	State	TX
		ZIP Code			77032

D. REAL ESTATE LOCATION

Street Address	City, Township, Borough	
County	School District	Tax Parcel Number
Susquehanna		120.00-1,025.04

E. VALUATION DATA - WAS TRANSACTION PART OF AN ASSIGNMENT OR RELOCATION? (Y or N)

1. Actual Cash Consideration	2. Other Consideration	3. Total Consideration
1.00	+0.00	= 1.00
4. County Assessed Value	5. Custom Level Ratio Factor	6. Fair Market Value
	X	=

F. EXEMPTION DATA

1a. Amount of Exemption Claimed	1b. Percentage of Grantor's Interest in Real Estate	1c. Percentage of Grantor's Interest Conveyed
0.00		

Check Appropriate Box Below for Exemption Claimed.

- Will or intestate succession. (Name of Decedent) (Estate File Number)
- Transfer to a trust. (Attach complete copy of trust agreement identifying all beneficiaries.)
- Transfer from a trust. Date of transfer into the trust. If trust was amended attach a copy of original and amended trust.
- Transfer between principal and agent/straw party. (Attach complete copy of agency/straw party agreement.)
- Transfers to the commonwealth, the U.S. and instrumentalities by gift, dedication, condemnation or in lieu of condemnation. (If condemnation or in lieu of condemnation, attach copy of resolution.)
- Transfer from mortgagor to a holder of a mortgage in default. (Attach copy of mortgage and note/assignment.)
- Corrective or confirmatory deed. (Attach complete copy of the deed to be corrected or confirmed.)
- Statutory corporate consolidation, merger or division. (Attach copy of articles.)
- Other (Please explain exemption claimed.) 72P.S. SEC. 8102-C.3(22)

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

Signature of Conveyant or Responsible Party	Date
<i>[Signature]</i>	11/26/12

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

REV-103 (04-12)



REALTY TRANSFER TAX STATEMENT OF VALUE

RECORDER'S USE ONLY

State Tax Paid	0
Book Number	-
Page Number	2014573
Date Recorded	11-26-12

See reverse for instructions.

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

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

Name	SOUTHWESTERN ENERGY PRODUCTION COMPANY			Telephone Number	(281) 818-6700
Mailing Address	City	State	ZIP Code		
2360 N. SAM HOUSTON PARKWAY EAST	HOUSTON	TX	77032		

B. TRANSFER DATA

Grantor(s)/Lessor(s)	SUE ANN FURNEY		
Mailing Address	RR 1 BOX 84F		
City	State	ZIP Code	
NEW MILFORD	PA	18834	

C. Date of Acceptance of Document

Grantor(s)/Lessor(s)	SOUTHWESTERN ENERGY PRODUCTION COMPANY		
Mailing Address	2360 N. SAM HOUSTON PARKWAY EAST		
City	State	ZIP Code	
HOUSTON	TX	77032	

D. REAL ESTATE LOCATION

Street Address	City, Township, Borough
County	School District
Dauphin	
Tax Parcel Number	146.00-2.022.00

E. VALUATION DATA - WAS TRANSACTION PART OF AN ASSIGNMENT OR RELOCATION? Y N

1. Actual Cash Consideration	2. Other Consideration	3. Total Consideration
1.00	+0.00	= 1.00
4. County Assessed Value	5. Common Level Ratio Factor	6. Fair Market Value
	X	or

F. EXEMPTION DATA

1a. Amount of Exemption Claimed	1b. Percentage of Grantor's Interest in Real Estate	1c. Percentage of Grantor's Interest Conveyed
0.00		

Check Appropriate Box Below for Exemption Claimed.

- Will or intestate succession. (Name of Decedent) (Date of Death)
- Transfer to a trust. (Attach complete copy of trust agreement identifying all beneficiaries.)
- Transfer from a trust. Date of transfer into the trust. If trust was amended attach a copy of original and amended trust.
- Transfer between principal and agent/stow party. (Attach complete copy of agency/stow party agreement.)
- Transfers to the commonwealth, the U.S. and instrumentalities by gift, dedication, condemnation or in lieu of condemnation. (If condemnation or in lieu of condemnation, attach copy of resolution.)
- Transfer from mortgagor to a holder of a mortgage in default. (Attach copy of mortgage and note/assignment.)
- Corrective or confirmatory deed. (Attach complete copy of the deed to be corrected or confirmed.)
- Statutory corporate consolidation, merger or division. (Attach copy of articles.)
- Other (Please explain exemption claimed.) 72P.S. SEC. 8102-C.3(22)

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

Signature of Correspondent or Responsible Party	Date
<i>[Signature]</i>	11/26/12

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

FD-462 (2-7-82)

RECORDERS USE ONLY
 State Tax Field
 Book Number
 Page Number
 Date Recorded

REALTY TRANSFER TAX STATEMENT OF VALUE

See reverse for instructions.

20214573
 11-25-12

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

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

Name: **SOUTHWESTERN ENERGY PRODUCTION COMPANY** Telephone Number: **(281) 616-4700**
 Mailing Address: **2360 N. SAM HOUSTON PARKWAY EAST** City: **HOUSTON** State: **TX** ZIP Code: **77062**

B. TRANSFER DATA Grantor(s) (Name(s)): **THOMAS D. SUTTON** Mailing Address: **8 MAIN STREET, KINGSLEY, PA 18826**
C. Date of Acceptance of Document Grantee(s) (Name(s)): **SOUTHWESTERN ENERGY PRODUCTION COMPANY** Mailing Address: **2360 N. SAM HOUSTON PARKWAY EAST, HOUSTON, TX 77062**

D. REAL ESTATE LOCATION Street Address: _____ City, Township, Borough: _____

County: _____ School District: _____ Parcel Number: **148.00-2.022.00**

E. VALUATION DATA - WAS TRANSACTION PART OF AN ASSIGNMENT OR RELOCATION? [] Y [] N
 1. Actual Cash Consideration: **1.00** 2. Other Consideration: **+0.00** 3. Total Consideration: **= 1.00**
 4. County Assessed Value: _____ 5. Owner's Land Value Factor: **X** 6. Fair Market Value: **as**

F. EXEMPTION DATA
 1a. Amount of Exemption Claimed: **0.00** 1b. Percentage of Grantor's Interest in Real Estate: _____ 1c. Percentage of Grantor's Interest Conveyed: _____

Check Appropriate Box Below for Exemption Claimed.

- Will or Intestate succession.
- Transfer to a trust. (Attach complete copy of trust agreement identifying all beneficiaries.)
- Transfer from a trust. Date of transfer into the trust: _____ If trust was amended attach a copy of original and amended trust.
- Transfer between principal and agent/straw party. (Attach complete copy of agency/straw party agreement.)
- Transfer to the commonwealth, the U.S., and instrumentalities by gift, dedication, condemnation or in lieu of condemnation. (If condemnation or in lieu of condemnation, attach copy of resolution.)
- Transfer from mortgagor to a holder of a mortgage in default. (Attach copy of mortgage and note/assignment.)
- Corrective or confirmatory deed. (Attach complete copy of the deed to be corrected or confirmed.)
- Statutory corporate consolidation, merger or division. (Attach copy of articles.)
- Other (Please explain exemption claimed.) **72P.S. SEC. 8102-C.3(22)**

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

Signature of Correspondent or Responsible Party: _____ Date: **11/25/12**

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

RD-489-6X (04-82)

PA pennsylvania
 Department of Revenue
 Bureau of Individual Taxes
 PO BOX 280025
 Harrisburg, PA 17108-0025

**REALTY TRANSFER TAX
 STATEMENT OF VALUE**

RECORDER'S USE ONLY

State Tax Roll 0
 Book Number -
 Page Number 842 18573
 Date Recorded 11-20-82

See reverse for instructions.

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

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

Name: **SOUTHWESTERN ENERGY PRODUCTION COMPANY** Telephone Number: **(281) 618-4700**
 Mailing Address: **2360 N. SAM HOUSTON PARKWAY EAST** City: **HOUSTON** State: **TX** ZIP Code: **77032**

B. TRANSFER DATA

Grantor(s)/Lessor(s): **M. CONSTANCE HORN**
 Mailing Address: **RR 1 BOX 102**
 City: **NEW MILFORD** State: **PA** ZIP Code: **18834**

C. Date of Acceptance of Document:

Grantor(s)/Lessee(s): **SOUTHWESTERN ENERGY PRODUCTION COMPANY**
 Mailing Address: **2360 N. SAM HOUSTON PARKWAY EAST**
 City: **HOUSTON** State: **TX** ZIP Code: **77032**

D. REAL ESTATE LOCATION

Street Address: _____ City/Township, Borough: _____
 County: _____ School District: _____ Tax Parcel Number: **147.00-2.011.00**

E. VALUATION DATA - WAS TRANSACTION PART OF AN ASSIGNMENT OR RELOCATION? Y N

1. Actual Cash Consideration 1.00	2. Other Consideration +0.00	3. Total Consideration = 1.00
4. County Assessed Value	5. Common Level Ratio Factor X	6. Full Market Value ---

F. EXEMPTION DATA

1a. Amount of Exemption Claimed 0.00	1b. Percentage of Grantor's Interest in Real Estate	1c. Percentage of Grantor's Interest Conveyed
--	---	---

Check Appropriate Box Below for Exemption Claimed.

- Will or intestate succession. (Name of Decedent) _____ (Estate File Number) _____
- Transfer to a trust. (Attach complete copy of trust agreement identifying all beneficiaries.)
- Transfer from a trust. Date of transfer into the trust _____
If trust was amended attach a copy of original and amended TRUST.
- Transfer between principal and agent/straw party. (Attach complete copy of agency/straw party agreement.)
- Transfers to the commonwealth, the U.S. and instrumentalities by gift, dedication, condemnation or in lieu of condemnation. (If condemnation or in lieu of condemnation, attach copy of resolution.)
- Transfer from mortgagee to a holder of a mortgage in default. (Attach copy of mortgage and note/assignment.)
- Corrective or confirmatory deed. (Attach complete copy of the deed to be corrected or confirmed.)
- Statutory corporate consolidation, merger or division. (Attach copy of articles.)
- Other (Please explain exemption claimed.) **72 P.S. SEC. 8102-C-3(22)**

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

Signature of Correspondent or Responsible Party: [Signature] Date: 11/20/82

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

EXHIBIT "4"

MARY F. EVANS
Register of Wills - Recorder of Deeds
Clerk of Orphans' Court Division
Court of Common Pleas of Susquehanna County
PO BOX 218
MONTROSE, PA 18801-0218

(570) 278-4600



SUSQUEHANNA COUNTY COURT HOUSE
MONTROSE, PENNSYLVANIA

Instrument Number - 201400650
Recorded On 1/16/2014 At 10:40:02 AM
* Instrument Type - MISCELLANEOUS-GAS AND OIL
Invoice Number - 158024
* Grantor - HORN, M CONSTANCE
* Grantee - CABOT OIL & GAS CORPORATION
* Customer - CABOT OIL & GAS CORPORATION
* FEES

* Total Pages - 3

STATE WRIT TAX	\$0.50
RECORDING FEES -	\$13.00
RECORDER OF DEEDS	
COUNTY IMPROVEMENT FEE	\$2.00
RECORDER IMPROVEMENT FEE	\$3.00
TOTAL PAID	\$18.50

This is a certification page
DO NOT DETACH
This page is now part
of this legal document.

RETURN DOCUMENT TO:
CABOT OIL & GAS CORPORATION
5 PENN CENTER WEST
STE 401
PITTSBURGH, PA 15276

I hereby CERTIFY that this document is recorded in the
Recorder's Office of Susquehanna County, Pennsylvania.



Mary F. Evans
MARY F. EVANS
RECORDER OF DEEDS

* - Information denoted by an asterisk may change during
the verification process and may not be reflected on this page.



RATIFICATION OF OIL AND GAS LEASE

KNOW ALL MEN BY THESE PRESENTS:

WHEREAS, heretofore on the 18th day of July, 2008, a certain Oil and Gas Lease was entered into by and between M. Constance Horn (aka Constance Horn), a widow, Lessor, and Flexco Land Services, Inc., Lessee, which lease or a memorandum thereof is recorded among the records of Susquehanna County, Pennsylvania, for reference purposes only at Instrument # 2008 12354, Flexco Land Services, Inc. assigned its interest to Southwestern Energy Production Company on May 12, 2009 in Instrument # 2009 08551; and Southwestern Energy Production Company assigned its interest to Cabot Oil & Gas Corporation on December 15, 2010 in Instrument # 2011 01650.

Said lease covers the following described lands in the Township(s) of Harford, County of Susquehanna, State of Pennsylvania, containing 74.03 acres, more or less, for reference purposes only, now or formerly identified as Tax Map #(s) 147.00-2,011.00; 147.00-2,039.00; and 147.03-1,011.00, bounded substantially by lands now or formerly owned as follows, to-wit:

147.00-2,011.00

On the North by: Theodore & Olga Malyan, 147.00-2,012.00.
On the East by: Mark & Lori Novak, 147.00-2,038.04.
On the South by: Mark Lewis, 147.03-1,004.00.
On the West by: Richard & Elaine Osborne, 147.00-2,010.00.

147.00-2,039.00

On the North by: Richard & Elaine Osborne, 147.00-2,010.00 & Constance Horn, 147.00-2,011.00.
On the East by: Constance Horn, 147.00-2,011.00.
On the South by: Constance Horn, 147.00-2,011.00 & David & Dennis Schaefer, 147.00-2,009.01.
On the West by: David & Denise Schaefer, 147.00-2,009.01 & R. & E. Osborne, 147.00-2,010.00.

147.03-1,011.00

On the North by: Barefooters Boulevard.
On the East by: Richard & Karen Jones, 147.03-1,012.00.
On the South by: Tingley Lake.
On the West by: Edmund & Mary Jones, 147.03-1,010.00.

NOW, for and in consideration of the sum of One Dollar (\$1.00), in hand paid to the undersigned, the receipt and sufficiency of which is hereby acknowledged, the undersigned, M. Constance Horn (aka Constance Horn), a widow of 767 Richardson Road, New Milford, PA 18834-7635 hereby ratify(ies), adopt(s) and confirm(s) the above described Oil and Gas Lease, insofar as it covers any interest he/she/they own(s) in the above described leased premises, as being a valid and subsisting oil and gas lease on said property, and hereby grant(s), lease(s) and let(s) unto Cabot Oil & Gas Corporation, of 5 Penn Center West, Suite 401, Pittsburgh, PA 15276-0130

all the oil and gas in, under and that may be produced from the land above described under the same terms, provisions and covenants contained and set forth in said lease as fully to all intents and purposes as though said terms, provisions and covenants were set forth at length herein.

This instrument shall inure to the benefit of the Lessor and Lessee and to their heirs, administrators, successors and assigns.

IN WITNESS WHEREOF, and intending to be legally bound, the undersigned has/have hereunto set his/her/their hand(s) and seal(s) and made this instrument effective the 28th day of February, 2013.

x M. Constance Horn
M. Constance Horn (aka Constance Horn)

ACKNOWLEDGMENT

State/Commonwealth of PENNSYLVANIA

County of SUSQUEHANNA

On this the 28th day of February, 2013, before me a Notary Public, the undersigned officer, personally appeared M. Constance Horn (aka Constance Horn) known to me to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged that he/she/they executed the same for the purposes therein contained.

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

SEAL
My commission expires: 2/16/16

Maat F. Rol
Maat F. Rol, Notary Public



EXHIBIT "5"

MARY F. EVANS
 Register of Wills - Recorder of Deeds
 Clerk of Orphans' Court Division
 Court of Common Pleas of Susquehanna County
 PO BOX 218
 MONTROSE, PA 18801-0218
 (570) 278-4600



SUSQUEHANNA COUNTY COURT HOUSE
 MONTROSE, PENNSYLVANIA

Instrument Number - 201317052
 Recorded On 12/31/2013 At 11:02:41 AM
 * Instrument Type - DEED
 Invoice Number - 157364
 * Grantor - HORN, MARY CONSTANCE
 * Grantee - BRIGGS, ADAM
 * Customer - LAURENCE M KELLY

* Total Pages - 9

*** FEES**

STATE WRIT TAX	\$0.50
STATE JCS/ACCESS TO JUSTICE	\$23.50
RECORDING FEES - RECORDER OF DEEDS	\$26.50
AFFORDABLE HOUSING	\$13.00
COUNTY IMPROVEMENT FEE	\$2.00
RECORDER IMPROVEMENT FEE	\$3.00
MOUNTAIN VIEW SCHOOL	\$0.00
REALTY TAX	
HARFORD TOWNSHIP	\$0.00
TOTAL PAID	\$68.50

This is a certification page
DO NOT DETACH
 This page is now part
 of this legal document.

RETURN DOCUMENT TO:
 ADAM BRIGGS
 618 RICHARDSON ROAD
 NEW MILFORD, PA 18834

I hereby CERTIFY that this document is recorded in the Recorder's Office of Susquehanna County, Pennsylvania.



Mary F. Evans
 MARY F. EVANS
 RECORDER OF DEEDS

* - Information denoted by an asterisk may change during the verification process and may not be reflected on this page.



This Deed

Made the ____ day of December, 2013.

Between ESTATE OF MARY CONSTANCE HORN, a/k/a M. CONSTANCE HORN, late of Harford Township, Susquehanna County, PA, by ADAM BRIGGS, Executor,

GRANTOR (s)

A N D

ADAM BRIGGS and PAULA L. BRIGGS, husband and wife, of 618 Richardson Road, New Milford, PA 18834, AND JOSHUA A. BRIGGS of 1952 Commodore Drive, Anchorage, Alaska 99507, AND SARAH H. BRIGGS, OF 163 Hood Street, Oregon City, Oregon 97045,

GRANTEE(s),
PER HABBENDUM CLAUSE.

DEED ONLY - NO SEARCH.
PARENT TO CHILDREN TRANSACTION -
NO TRANSFER TAX

Whereas, MARY CONSTANCE HORN a/k/a M. CONSTANCE HORN, late of Harford Township, Susquehanna County, Pennsylvania, died testate on October 2, 2013, and

WHEREAS, on October 7th, 2013, the said, Adam Briggs, was appointed Executor of the Estate of MARY CONSTANCE HORN a/k/a M. CONSTANCE HORN, deceased, and is still acting in such capacity; and

WHEREAS, at the time of her death, the said MARY CONSTANCE HORN a/k/a M. CONSTANCE HORN was seized of the hereinafter described real estate; and

WHEREAS, said real estate was not specifically devised in a Will; and

WHEREAS, all debts and inheritance taxes have been paid or provided for in the Estate of MARY CONSTANCE HORN a/k/a M. CONSTANCE HORN.

Now Therefore, Witnesseth, *That in consideration of One Dollar and other good and valuable consideration (\$1.00), in hand paid, the receipt whereof is hereby acknowledged, the said grantor does hereby grant and convey to the said grantees, their heirs and assigns,*

All those certain parcels of land situate in Harford Township, Susquehanna County, Pennsylvania, described as follows:

TRACT NO. ONE

FIRST PIECE: BEGINNING at a stake in the line of lands formerly of Andrew Osmon; thence along a road and by lands formerly of R. Richardson south 47 ½ degrees west 38.7 rods; thence by other lands of Fenwick Horn, north 42 ½ degrees west 29.6 rods to a stake; thence by the same north 48 degrees east 12.9 rods to a stake; thence by the same north 42 degrees west 13 rods to a stake; thence by the same north 48 degrees east 13 rods to a stake; thence by the same north 42 degrees west 35.3 rods to a stake and stones; thence by lands formerly of William Dixon north 48 degrees east 12.7 rods to a heap of stones; thence by the same, north 42 degrees west 65 rods 13 ¼ links to a heap of stones; thence by lands now or formerly of R. Alexander north 48 degrees east 37 1/2 rods to stones; thence by lands formerly of William Osmon south 42 degrees east 79 rods and 8 1/2 links to a stake and stones; thence by lands formerly of Andrew Osmon south 48 degrees west 37 1/2 rods to a stake; thence by the same south 42 degrees east 64.1 (listed as 60 rods in prior deed) rods to the place of beginning.

CONTAINING thirty (30) acres and one hundred and four (104) rods, by the same more or less.

TRACT NO. TWO

FIRST PIECE: BEGINNING in a line, now or formerly, of A. Osmon's land; thence by the same north 41 degrees west 29 rods and 18 links to the road; thence along said road and by lands, now or formerly, of H. S. Coutant and Seymour Sophia, south 49 degrees west 117 1/2 rods to a stake; thence by land, now or formerly, of J. C. Manson south 41 degrees east 28 rods and 17 links to a stake; thence by land of the said Richard Richardson, north 49 degrees east 99 rods and 6 links to the end of a wall; thence by the same and along said wall, north 52 1/2 degrees east 17 rods and 16 links to the place of beginning.

CONTAINING twenty-one (21) acres and nineteen (19) perches of land more or less.

EXCEPTING AND RESERVING from the aforesaid piece of land one-half acre, more or less, conveyed by George H. Richardson, et al., to Robert J. Young, et ux., by deed dated December 24, 1937 and recorded in Deed Book 176, page 441.

B

ALSO EXCEPTING AND RESERVING from the above piece of land right-of-way granted by Clarence A. Richardson, et al., to Northern Pennsylvania Power Company recorded in Deed Book 207, at page 529.

SECOND PIECE: BEGINNING at a stake and stones for corner in line of land, now or formerly, of Collins Richardson; thence along said line south 49 degrees west 18 rods to a stump for corner; thence along land, now or formerly, of J. G. Manson north 41 degrees west 98 rods to stake and stones for corner; thence along other lands of said J. B. Richardson, north 41 degrees east, 58 rods to stake and stones for corner; thence along land sold to Marantha Osman by deed bearing date May 26, 1881, south 20 degrees east 57 1/2 rods to a corner in a wall; thence south 17 degrees east 18 rods to a corner in a wall; thence north 65 1/2 degrees east 2 rods and 7 links to a corner at the end of a wall; thence south 12 degrees east 28 rods and 18 links to the place of beginning.

CONTAINING twenty-four and one-half (24 1/2) acres of land more or less.

THIRD PIECE: (Being the Fifth Piece in Deed Book 262, page 473) - Being Lot No. 9 on the W. H. Richardson plot of lots on Tingley Lake as made by Philip Wheaton, August 8, 1936; said lot being fifty (50) feet front on the lake and fifty (50) feet rear along the driveway and being one hundred thirty (130) feet deep along the line between Lots 8 and 9 and one hundred ten (110) feet deep along the line between lots 9 and 10. This said lot extending into the said lake at low water mark and carry with the same rights and privileges in and to the said Lake as the said Grantors have therein.

The Third Piece is subject to the right of ingress, egress and regress over the premises described granted to Walter F. Oakley and wife, for their personal use and enjoyment by a grant dated September 16, 1957.

The Grantors also convey to the Grantees, their heirs and assigns, all right, title and interest in and to all rights, privileges and title which the Grantors may have in and to the waters of Tingley Lake and the lands thereunder.

~~Being also the premises described in a deed of CONVEYANCE TO CONSTANCE HORN, his wife, by deed dated September 26, 1936 and recorded in Susquehanna County Deed Book 370 at page 659 and known as Parcel No. 14700-2, 01200 and currently assessed as 67 acres.~~

This conveyance is made subject to any conditions, restrictions or reservations and together with any rights, easements or privileges appurtenant to the said premises as appear in deeds or other documents of record pertaining to the said premises.

EXCEPTING AND RESERVING ANY PRIOR CONVEYANCES OF RECORD.

CB

ALSO all those certain pieces, parcels or lots of land situate, lying and being in the Township of Harford, County of Susquehanna and State of Pennsylvania, bounded and described as follows, to wit:

FIRST PIECE: BEGINNING in a line of A. Osmun's land; thence by the same North 41 degrees West 29 rods and 18 links to the road; thence along said road and by lands of H. S. Coutant and Seymour Sophia, South 49 degrees West 117 ½ rods to a stake; thence by land of J. C. Manson, South 41 degrees East 28 rods and 17 links to a stake; thence by land of the said Richard Richardson, North 49 degrees East 99 rods and six links to the end of a wall; thence by the same and along said wall, North 52 ½ degrees East 17 rods and 16 links to the place of beginning.

CONTAINING Twenty-one (21) acres and nineteen (19) perches of land more or less.

EXCEPTING AND RESERVING from the aforesaid piece of land one-half acre, more or less, conveyed by George H. Richardson et al. to Robert J. Young et ux., by deed dated December 24, 1937, and recorded in Deed Book 176, Page 441.

ALSO EXCEPTING AND RESERVING from the above piece of land right of way granted by Clarence A. Richardson et al. to Northern Pennsylvania Power Company recorded in Deed Book 207, Page 529.

SECOND PIECE: BEGINNING at a stake and stones for corner in line of lands of Collins Richardson; thence along said line South 49 degrees West 18 rods to a stump for corner; thence along lands of J. O. Manson North, 41 degrees West 98 rods to stake and stones for a corner; thence along other lands of said J. B. Richardson, North 49 degrees East 58 rods to stake and stones for corner; thence along land sold to Marantha Osmun by deed bearing date May 26, 1881, South, 20 degrees East 57 ½ rods to a corner in a wall; thence South, 17 degrees East, 18 rods to a corner in a wall; thence North, 65 ¼ degrees East 2 rods and seven links to a corner at the end of a wall; thence South, 12 degrees East, 28 rods and 18 links to the place of beginning.
CONTAINING twenty-four and one-half (24 ½) acres of land more or less.

THIRD PIECE: Being Lot No. 9 on the W. H. Richardson plot of lots on Tingley Lake as made by Philip Wheaton, August 8, 1936; said lot being fifty (50) feet from on the lake and fifty (50) feet rear along the driveway and being one hundred thirty (130) feet deep along the line between lots 8 and 9 and one hundred ten (110) feet deep along the line between Lots 9 and 10. This said lot extending into the said lake to low water mark.

The Third piece is subject to the right of ingress, egress and regress over the premises described granted to Walter F. Oakley and Bernice F. Oakley, his wife, for their personal use and enjoyment by a grant dated September 10, 1957, and intended to be recorded.

Grantors further convey to Grantees, their heirs and assigns, the right to use the private road as now exists across lands conveyed to Hollis Brainard and wife by G. H. Richardson, Jr. and wife by deed dated Dec. 4, 1957, and recorded in Deed Book 262 at Page 282 (being Third Piece in said deed) and continuing across lands of others to public highway no. T489; said lot to be used in common with Grantors, their heirs and assigns, and others entitled to use the same.

CB

Grantors further convey to Grantees, their heirs and assigns, the right and privilege of entering upon the waters of Tingley Lake from said above described Third Piece for the purpose of fishing, boating, swimming, engaging in water sports and all other purposes, said rights and privileges shall be used in common and enjoyed with Grantors, their heirs and assigns, and other persons entitled to enter upon the waters of Tingley Lake. The lake rights herein mentioned shall be appurtenant in this deed solely to the above described Third Piece.

~~WHEREAS the above premises conveyed to ESTHER P. HORN and
ESTERANCE HORN, his wife, from HOLMES L. BRAINARD and
MARGARET BRAINARD, his wife, by deed dated March 3, 1977 and recorded
in the Public Records, Book 100, at page 196 and known as Parcel No.
100-1-100 and hereinafter referred to as the premises.~~

EXCEPTING AND RESERVING ANY PRIOR CONVEYANCES OF RECORD.

ALSO all that certain piece or parcel of land situate in the Township of Harford, County of Susquehanna, Pennsylvania, bounded and described as follows:

BEGINNING at a point on the common boundary line of lands now or formerly of Schaefer and Horn and being the most southwesterly corner of lands herein described; thence along lands now or formerly of Schaefer, north forty eight degrees zero minutes zero seconds west, eight hundred seven and ninety six hundredths feet to a point on line of lands now or formerly of Osborne; thence along lands now or formerly of Osborne, north forty one degrees thirty five minutes twenty eight seconds east four hundred thirty two and forty nine hundredths feet to a point on line of lands now or formerly of Horn; thence along lands now or formerly of Horn, the following four courses and distances: (1) South forty eight degrees twenty four minutes thirty two seconds east five hundred ninety eight and fifty nine hundredths feet to a point; (2) South forty four degrees two minutes thirty two seconds west two hundred twenty three and ninety five hundredths feet to a point; (3) South forty four degrees eighteen minutes ten seconds east two hundred fourteen and fifty hundredths feet to a point; (4) South forty degrees nine minutes thirty three seconds west one hundred ninety nine and twenty one hundredths feet to the point of beginning.

CONTAINING 6.92 acres of land more or less as surveyed by Ronald J. Gruzesky, Registered Land Surveyor, 1986. Map attached hereto.

SUBJECT to any easements or rights-of-way of record or visible on the ground.

HAZARDOUS WASTE has not been disposed of on the subject premises to grantors' actual knowledge.

~~WHEREAS the above premises conveyed to ESTHER P. HORN and
ESTERANCE HORN, his wife, from HOLMES L. BRAINARD and
MARGARET BRAINARD, his wife, by deed dated March 3, 1977 and recorded
in the Public Records, Book 100, at page 196 and known as Parcel No.
100-1-100 and hereinafter referred to as the premises.~~

CR

EXCEPTING AND RESERVING ANY PRIOR CONVEYANCES OF RECORD.

Grantor hereby convey to Grantees, their heirs and assigns, all of the Grantor's right, title and interest in and to all of the oil, gas and other minerals (including without limitation, oil, gas hydrocarbons, sulfur, coal, lignite and uranium) in, on and under the property being conveyed, including any and all royalties, bonus amounts, delay rentals, and other payments due and payable under any existing or future oil, gas or mineral lease.

ALSO TOGETHER with all of the rights of any nature of the Grantors (including, without limitation, their rights to reserve rents, royalties and any and all other payments) in and to that certain Oil and Gas Lease recorded in Susquehanna County at Instrument Number 200812354, by and between M. Constance Horn a/k/a Constance Horn, widow, as Lessor, and Elexco Land Services, Inc., as Lessee, as it may have been amended or subsequently assigned, by Assignment which is recorded in the Office of Recorder of Deeds in and for Susquehanna County as Instrument Number 200908551 and by Oil Lease Amendment as recorded in Susquehanna County Instrument Number 201310421.

HABENDUM CLAUSE: To have and to hold a one-third (1/3) interest in and to all the above referenced property to be held by **ADAM BRIGGS AND PAULA L. BRIGGS**, husband and wife, held as Tenants by the Entirety, **AND** a one-third (1/3) interest in and to all the above referenced property to be held by **SARAH H. BRIGGS**, **AND** a one-third (1/3) interest in and to all the above referenced property to be held by **JOSHUA A. BRIGGS** -- **TO BE HELD TOGETHER AS TENANTS IN COMMON AND NOT WITH RIGHT OF SURVIVORSHIP.**

The said Sarah Briggs Ordway named in the Last Will and Testament of Mary Constance Horn is now known as Sarah H. Briggs.

Deed Only - no title search.

EXHIBIT "6"

MARY F. EVANS
Register of Wills - Recorder of Deeds
Clerk of Orphan's Court Division
Court of Common Pleas of Susquehanna County
PO BOX 218
MONTROSE, PA 18801-0218
(570) 278-4600



SUSQUEHANNA COUNTY COURT HOUSE
MONTROSE, PENNSYLVANIA

Instrument Number - 201211826
Recorded On 9/27/2012 At 12:50:58 PM
*** Instrument Type - OIL POOLING**
Invoice Number - 132403
*** Grantor - SOUTHWESTERN ENERGY PRODUCTION CO**
*** Grantee - ALLERBACH, MARVIN S**
*** Customer - SOUTHWESTERN ENERGY**

*** Total Pages - 6**

*** FEES**
STATE WRIT TAX \$0.50
RECORDING FEES - \$51.50
RECORDER OF DEEDS
COUNTY IMPROVEMENT FEE \$2.00
RECORDER IMPROVEMENT FEE \$3.00
TOTAL PAID \$57.00

This is a certification page
DO NOT DETACH
This page is now part
of this legal document.

RETURN DOCUMENT TO:
STEPHEN FULTON
1 PAULINE DRIVE
CLARKS SUMMIT, PA 18411

I hereby **CERTIFY** that this document is recorded in the
Recorder's Office of Susquehanna County, Pennsylvania.



Mary F. Evans
MARY F. EVANS
RECORDER OF DEEDS

* - Information denoted by an asterisk may change during
the verification process and may not be reflected on this page.



**DECLARATION OF POOLING
FOLGER GAS UNIT
NEW MILFORD TOWNSHIP, SUSQUEHANNA COUNTY
COMMONWEALTH OF PENNSYLVANIA**

WHEREAS, SOUTHWESTERN ENERGY PRODUCTION COMPANY, an Arkansas corporation authorized to conduct business in the Commonwealth of Pennsylvania, hereinafter referred to as "SEPCO," is record owner of all of those oil and gas leases identified in Exhibit "A" to this Declaration of Pooling, hereinafter "Leases," and,

WHEREAS, the tracts of land subject to the Leases have been represented by the lessors therein to constitute the aggregate number of acres of land in the Township(s) and County(ies), Pennsylvania set forth upon the Exhibit "A" to this Declaration of Pooling; and,

WHEREAS, SEPCO is authorized under the terms of the Leases to pool and/or unitize the lands covered thereby, or parts thereof, with other lands and leases, or parts thereof, to form units for the drilling, development and production of oil and gas therefrom; and,

WHEREAS, SEPCO has determined that the proper development of the reservoir underlying the Leases makes it necessary and advisable to pool and to combine the Leases and portions of Leases described in Exhibit "A," attached hereto and made a part hereof, into a single pool for the purpose of developing and producing oil and/or gas therefrom.

NOW, THEREFORE, for and in consideration of the premises and pursuant to the authority set forth in said Leases, SEPCO does hereby declare, pool, and combine said Leases, or portions thereof, into a single pool containing the aggregate number of acres identified in Exhibit "A," the boundary of which is depicted in red on the plat identified as Exhibit "B," attached hereto and made a part hereof, for the drilling, development, and production of oil and/or gas therefrom as to all formations occurring from the surface of the earth to the top of the Onondaga formation. To the extent of any inconsistency between the information contained in Exhibit "A" and that depicted on Exhibit "B," Exhibit "A" shall supersede and control.

The Unit created by this Declaration of Pooling shall be designated as the name set forth in Exhibit "A" to this Declaration of Pooling.

This Declaration of Pooling is made without prejudice to the rights of SEPCO to amend, restate, increase, reduce or to otherwise change or adjust the pool declared hereby from time to time as SEPCO determines to be necessary or convenient to the proper development of the affected reservoir.

IN WITNESS WHEREOF, SEPCO, acting by and through its duly authorized representative, has executed this Declaration of Pooling which shall be effective as of September 1, 2012.

Southwestern Energy Production Company

By: John Nicholas
John Nicholas
Its: General Manager- Appalachia Division

ACKNOWLEDGMENT BY CORPORATION

State of Texas :
 : SS:
County of Harris :

On this, the 25th day of September, 2012, before me Maica D. Hutchinson, the undersigned officer, personally appeared John Nicholas, who acknowledged himself to be the General Manager- Appalachia Division of Southwestern Energy Production Company, a corporation, and that he as such officer, being authorized to do so, executed the foregoing instrument for the purposes therein contained by signing the name of the corporation by himself as General Manager- Appalachia Division.

In Witness Whereof, I hereunto set my hand and Notarial seal.

Maica D. Hutchinson
Notary Public

My commission expires:

Exhibit "A"
 Attached and made part of the certain Declaration of Pooling
 effective September 1, 2012
 Eagle Gas Unit

*The declaration of pooling shall be effective as to all formations covering the surface of the earth to the top of the threshold formation.

Number on this	Lease No.	Lessor	Lessee	Lease Date	Recording Date	Recording Information	Tract Descr ID	Township	County	Acres to be Pooled
1	132877/000	REISWACH, MARVIN S	Energy Land Services, Inc	2/6/2007	1/6/2007	20070226	127.00-1,094.00	New Method	Sequoyah	2.945
2	132878/000	REISWACH, MARVIN S	Energy Land Services, Inc	2/6/2007	1/6/2007	20070226	127.00-1,094.00	New Method	Sequoyah	2.945
3	132879/000	REISWACH, MARVIN S	Energy Land Services, Inc	2/6/2007	1/6/2007	20070226	127.00-1,094.00	New Method	Sequoyah	2.945
4	132880/000	REISWACH, MARVIN S	Energy Land Services, Inc	2/6/2007	1/6/2007	20070226	127.00-1,094.00	New Method	Sequoyah	2.945
5	132881/000	REISWACH, MARVIN S	Energy Land Services, Inc	2/6/2007	1/6/2007	20070226	127.00-1,094.00	New Method	Sequoyah	2.945
6	132882/000	REISWACH, MARVIN S	Energy Land Services, Inc	2/6/2007	1/6/2007	20070226	127.00-1,094.00	New Method	Sequoyah	2.945
7	132883/000	REISWACH, MARVIN S	Energy Land Services, Inc	2/6/2007	1/6/2007	20070226	127.00-1,094.00	New Method	Sequoyah	2.945
8	132884/000	REISWACH, MARVIN S	Energy Land Services, Inc	2/6/2007	1/6/2007	20070226	127.00-1,094.00	New Method	Sequoyah	2.945
9	132885/000	REISWACH, MARVIN S	Energy Land Services, Inc	2/6/2007	1/6/2007	20070226	127.00-1,094.00	New Method	Sequoyah	2.945
10	132886/000	REISWACH, MARVIN S	Energy Land Services, Inc	2/6/2007	1/6/2007	20070226	127.00-1,094.00	New Method	Sequoyah	2.945
11	132887/000	REISWACH, MARVIN S	Energy Land Services, Inc	2/6/2007	1/6/2007	20070226	127.00-1,094.00	New Method	Sequoyah	2.945
12	132888/000	REISWACH, MARVIN S	Energy Land Services, Inc	2/6/2007	1/6/2007	20070226	127.00-1,094.00	New Method	Sequoyah	2.945
13	132889/000	REISWACH, MARVIN S	Energy Land Services, Inc	2/6/2007	1/6/2007	20070226	127.00-1,094.00	New Method	Sequoyah	2.945
14	132890/000	REISWACH, MARVIN S	Energy Land Services, Inc	2/6/2007	1/6/2007	20070226	127.00-1,094.00	New Method	Sequoyah	2.945
15	132891/000	REISWACH, MARVIN S	Energy Land Services, Inc	2/6/2007	1/6/2007	20070226	127.00-1,094.00	New Method	Sequoyah	2.945
16	132892/000	REISWACH, MARVIN S	Energy Land Services, Inc	2/6/2007	1/6/2007	20070226	127.00-1,094.00	New Method	Sequoyah	2.945
17	132893/000	REISWACH, MARVIN S	Energy Land Services, Inc	2/6/2007	1/6/2007	20070226	127.00-1,094.00	New Method	Sequoyah	2.945
18	132894/000	REISWACH, MARVIN S	Energy Land Services, Inc	2/6/2007	1/6/2007	20070226	127.00-1,094.00	New Method	Sequoyah	2.945
19	132895/000	REISWACH, MARVIN S	Energy Land Services, Inc	2/6/2007	1/6/2007	20070226	127.00-1,094.00	New Method	Sequoyah	2.945
20	132896/000	REISWACH, MARVIN S	Energy Land Services, Inc	2/6/2007	1/6/2007	20070226	127.00-1,094.00	New Method	Sequoyah	2.945
21	132897/000	REISWACH, MARVIN S	Energy Land Services, Inc	2/6/2007	1/6/2007	20070226	127.00-1,094.00	New Method	Sequoyah	2.945
22	132898/000	REISWACH, MARVIN S	Energy Land Services, Inc	2/6/2007	1/6/2007	20070226	127.00-1,094.00	New Method	Sequoyah	2.945
23	132899/000	REISWACH, MARVIN S	Energy Land Services, Inc	2/6/2007	1/6/2007	20070226	127.00-1,094.00	New Method	Sequoyah	2.945
24	132900/000	REISWACH, MARVIN S	Energy Land Services, Inc	2/6/2007	1/6/2007	20070226	127.00-1,094.00	New Method	Sequoyah	2.945

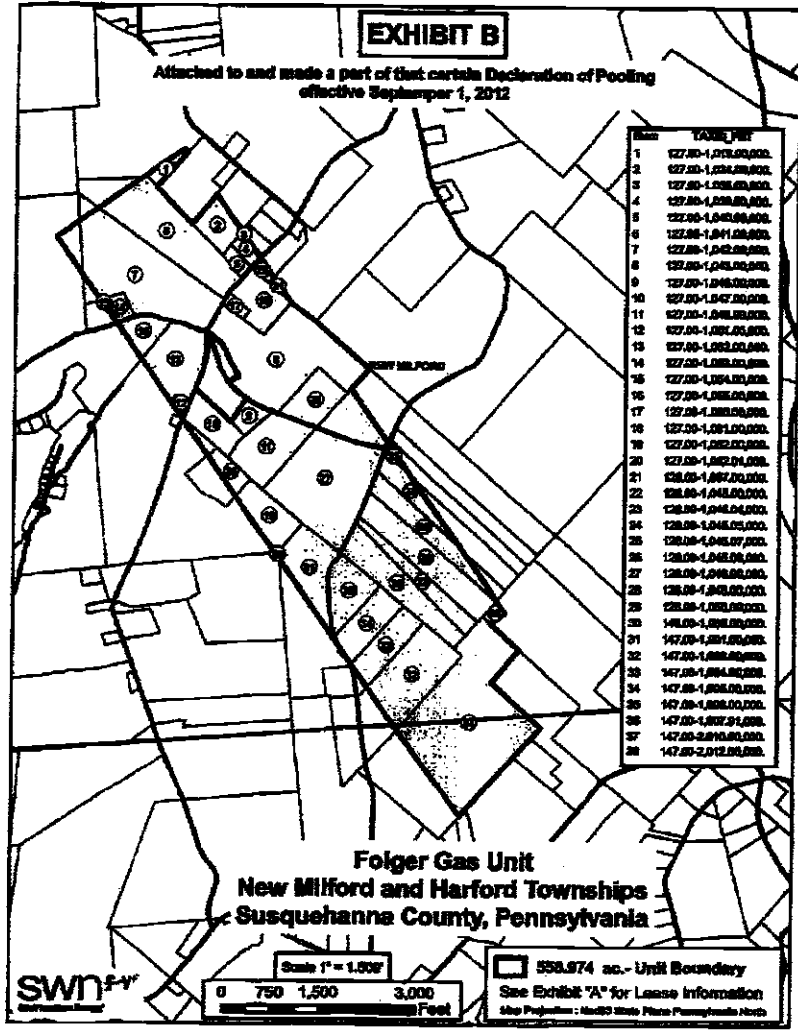
*This declaration of holding shall be effective as to all transactions occurring from the date of the date of the County Commission.

*This declaration of holding shall be effective as to all transactions occurring from the date of the date of the County Commission.

Number on Map	Legal Description	Owner	Legal Description	Legal Date	Recording Date	Recording Subnumber	Total Acreage	Thompson Township	County	Acquired by
23	11887/000	BROWN, JOHN	Emoco Land Services, Inc.	10/28/2008	11/26/2008	20081392	132.00-1.045.00	New Method	Shanklin	14.309
24	11888/000	WILKINSON, WILLIAM H. & CAROL L.	Emoco Land Services, Inc.	11/21/2008	12/01/2008	20080877	128.00-1.091.00	New Method	Shanklin	23.919
25	11889/000	SAGER, SUSAN ANN & JAMES A.	Emoco Land Services, Inc.	11/21/2008	12/01/2008	20080877	128.00-1.091.00	New Method	Shanklin	23.919
26	11890/000	ALEXANDER, ROBERT F. SR & CHERYL	Emoco Land Services, Inc.	11/21/2008	12/01/2008	20080877	128.00-1.091.00	New Method	Shanklin	23.919
27	11891/000	ALEXANDER, DAVID	Emoco Land Services, Inc.	11/21/2008	12/01/2008	20080877	128.00-1.091.00	New Method	Shanklin	23.919
28	11892/000	TRINITY, STEVE E.	Emoco Land Services, Inc.	11/21/2008	12/01/2008	20080877	128.00-1.091.00	New Method	Shanklin	23.919
29	11893/000	TRINITY, STEVE E.	Emoco Land Services, Inc.	11/21/2008	12/01/2008	20080877	128.00-1.091.00	New Method	Shanklin	23.919
30	11894/000	UPDEGRAFF, HOWARD L. & BRENDA L.	Emoco Land Services, Inc.	11/21/2008	12/01/2008	20080877	128.00-1.091.00	New Method	Shanklin	23.919
31	11895/000	GARDNER, HARVEY E. & JULIA A.	Emoco Land Services, Inc.	11/21/2008	12/01/2008	20080877	128.00-1.091.00	New Method	Shanklin	23.919
32	11896/000	GARDNER, THOMAS A. & DEBRA ANN	Emoco Land Services, Inc.	11/21/2008	12/01/2008	20080877	128.00-1.091.00	New Method	Shanklin	23.919
33	11897/000	GARDNER, CLARA WALTER, JR. ET AL.	Emoco Land Services, Inc.	11/21/2008	12/01/2008	20080877	128.00-1.091.00	New Method	Shanklin	23.919
34	11898/000	GARDNER, RICHARD A. & RYAN P.	Emoco Land Services, Inc.	11/21/2008	12/01/2008	20080877	128.00-1.091.00	New Method	Shanklin	23.919
35	11899/000	HINES, CYNTHIA S. & DANIEL G.	Emoco Land Services, Inc.	11/21/2008	12/01/2008	20080877	128.00-1.091.00	New Method	Shanklin	23.919
36	11900/000	CONROY, MICHAEL A. & BLANCA P.	Emoco Land Services, Inc.	11/21/2008	12/01/2008	20080877	128.00-1.091.00	New Method	Shanklin	23.919
37	11901/000	WILLIAMS, JAMES D. & SHERRY D.	Emoco Land Services, Inc.	11/21/2008	12/01/2008	20080877	128.00-1.091.00	New Method	Shanklin	23.919
38	11902/000	PERNER, ROBERT A. & HELEN	Emoco Land Services, Inc.	11/21/2008	12/01/2008	20080877	128.00-1.091.00	New Method	Shanklin	23.919
39	11903/000	PERNER, RICHARD A. & RYAN P.	Emoco Land Services, Inc.	11/21/2008	12/01/2008	20080877	128.00-1.091.00	New Method	Shanklin	23.919
40	11904/000	BRUNNEN, MARTHA HELEN	Emoco Land Services, Inc.	11/21/2008	12/01/2008	20080877	128.00-1.091.00	New Method	Shanklin	23.919

EXHIBIT B

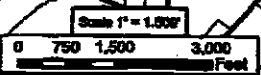
Attached to and made a part of that certain Declaration of Pooling
effective September 1, 2012



Tract	Acres
1	127.00-1,070.00,000
2	127.00-1,084.00,000
3	127.00-1,098.00,000
4	127.00-1,112.00,000
5	127.00-1,126.00,000
6	127.00-1,140.00,000
7	127.00-1,154.00,000
8	127.00-1,168.00,000
9	127.00-1,182.00,000
10	127.00-1,196.00,000
11	127.00-1,210.00,000
12	127.00-1,224.00,000
13	127.00-1,238.00,000
14	127.00-1,252.00,000
15	127.00-1,266.00,000
16	127.00-1,280.00,000
17	127.00-1,294.00,000
18	127.00-1,308.00,000
19	127.00-1,322.00,000
20	127.00-1,336.00,000
21	127.00-1,350.00,000
22	127.00-1,364.00,000
23	127.00-1,378.00,000
24	127.00-1,392.00,000
25	127.00-1,406.00,000
26	127.00-1,420.00,000
27	127.00-1,434.00,000
28	127.00-1,448.00,000
29	147.00-1,462.00,000
30	147.00-1,476.00,000
31	147.00-1,490.00,000
32	147.00-1,504.00,000
33	147.00-1,518.00,000
34	147.00-1,532.00,000
35	147.00-1,546.00,000
36	147.00-1,560.00,000
37	147.00-1,574.00,000
38	147.00-1,588.00,000

Folger Gas Unit
New Milford and Harford Townships
Susquehanna County, Pennsylvania

SWN F-V



558,874 ac. - Unit Boundary
See Exhibit "A" for Lease Information
Map Projection: NAD83 State Plane Pennsylvania North

MARY F. EVANS
Register of Wills - Recorder of Deeds
Clerk of Orphans' Court Division
Court of Common Pleas of Susquehanna County
PO BOX 218
MONTROSE, PA 18801-0218
(570) 278-4600



SUSQUEHANNA COUNTY COURT HOUSE
MONTROSE, PENNSYLVANIA

Instrument Number - 201303690

Recorded On 3/25/2013 At 11:41:19 AM

* Total Pages - 7

* Instrument Type - OIL POOLING

Invoice Number - 140783

* Grantor - SOUTHWESTERN ENERGY PRODUCTION CO

* Grantee - ALLEBACH, MARVIN S

* Customer - SOUTHWESTERN ENERGY

* FEE'S

STATE WRIT TAX	\$0.50
RECORDING FEES -	\$50.00
RECORDER OF DEEDS	
COUNTY IMPROVEMENT FEE	\$2.00
RECORDER IMPROVEMENT FEE	\$3.00
TOTAL PAID	\$55.50

This is a certification page

DO NOT DETACH

This page is now part
of this legal document.

RETURN DOCUMENT TO:
SOUTHWESTERN ENERGY
2350 N SAM HOUSTON PARKWAY EAST
SUITE 125
HOUSTON, TX 77032
ATTN: MONICA

I hereby CERTIFY that this document is recorded in the
Recorder's Office of Susquehanna County, Pennsylvania.



Mary F. Evans
MARY F. EVANS
RECORDER OF DEEDS

* - Information denoted by an asterisk may change during
the verification process and may not be reflected on this page.



**AMENDED DECLARATION OF POOLING
FOLGER GAS UNIT
NEW MILFORD TOWNSHIP, SUSQUEHANNA COUNTY**

WHEREAS, SOUTHWESTERN ENERGY PRODUCTION COMPANY, an Arkansas corporation authorized to conduct business in the Commonwealth of Pennsylvania, hereinafter referred to as "SEPCO," is record owner of all of those oil and gas leases identified upon the Exhibit "A" to this Amended Declaration of Pooling, hereinafter "The Leases,"

WHEREAS, the tracts of land subject to the Leases have been represented by the lessor therein to constitute at least the aggregate number of acres of land in the Township(s) and County(ies), Pennsylvania set forth in those leases and as reported upon the Exhibit "A" to this Amended Declaration of Pooling; and,

WHEREAS, SEPCO pooled and combined those certain oil and gas leases, all of which are listed herein on Exhibit "A;" such declaration was recorded on September 27, 2012, among the records of Susquehanna County, Pennsylvania as Instrument No. 201211820, hereinafter referred to as the "Original Declaration of Pooling;" and,

WHEREAS, SEPCO has acquired all of the Leases within the Original Pooling of the Folger Gas Unit from Cabot Oil and Gas Corporation by that certain assignment of oil and gas leases executed by all parties December 15, 2010 and dated effective December 15, 2010; and,

WHEREAS, SEPCO has acquired all of the Leases within the Original Pooling of the Folger Gas Unit from Talisman Energy USA, Inc. (Talisman) by that certain assignment of oil and gas leases executed by SEPCO on November 15, 2012 and by Talisman on November 16, 2012 and dated effective November 16, 2012; and,

WHEREAS, SEPCO has acquired additional Leases adjacent to such properties since the Original Pooling; and,

WHEREAS, SEPCO has determined that the proper development of the reservoir underlying the Leases makes it necessary and advisable to amend, pool and to combine the Leases and portions of Leases described in Exhibit "A," attached hereto and made a part hereof, into a single amended pool for the purpose of developing and producing oil and/or gas therefrom; and,

WHEREAS, as it is authorized under the terms of the Leases and rights as operator SEPCO surveyed the unit boundary and the boundaries of the internal tracts comprising the Folger Gas Unit through the services of a professional land surveyor in order to better determine the acreage and interest attributable to each or portions of each Lease pooled herein; and

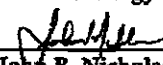
NOW, THEREFORE, for and in consideration of the premises and pursuant to the authority set forth in said Leases, SEPCO does hereby revise, amend, declare, pool, and combine said Leases or portions thereof, into a single pool containing the aggregate number of acres identified in Exhibit "A," the boundary of which is depicted on the plat identified as Exhibit "B," attached hereto and made a part hereof, for the drilling, development, and production of oil and/or gas therefrom as to all formations occurring within the depths identified in Exhibit "A" to this Amended Declaration of Pooling. To the extent of any inconsistency between the information contained on Exhibit "A" and that depicted on Exhibit "B," Exhibit "A" shall supersede and control.

The Unit created by this Amended Declaration of Pooling shall be designated as the name set forth in Exhibit "A."

This Amended Declaration of Pooling is made without prejudice to the rights of SEPCO to amend, to restate, to increase, to reduce and to otherwise change or adjust the pool declared hereby from time to time as SEPCO determines to be necessary or convenient to the proper development of the affected reservoir.

IN WITNESS WHEREOF, SEPCO, acting by and through its duly authorized representative, has executed this Amended Declaration of Pooling which shall be effective as of March 19, 2013.

Southwestern Energy Production Company

By: 
John R. Nicholas
Its: General Manager- Appalachia

CMP
BEM

ACKNOWLEDGMENT BY CORPORATION

State of Texas §
 §
County of Harris §

On this 19th day of March, 2013, before me, the undersigned Notary Public in and for the said county and state, personally appeared John R. Nicholas, to me personally known, who, being by me duly sworn, did say that he is the General Manager – Appalachia of SOUTHWESTERN ENERGY PRODUCTION COMPANY, and that said instrument was signed in behalf of said corporation by authority of its Board of Directors, and said John R. Nicholas, acknowledged said instrument to be the free act and deed of said corporation.

Monica S. Hutcherson
Notary Public

My commission expires: 5/19/2014



Attached and made part of that certain Amended Declaration of Pooling effective March 19, 2013

Folger Gas Unit

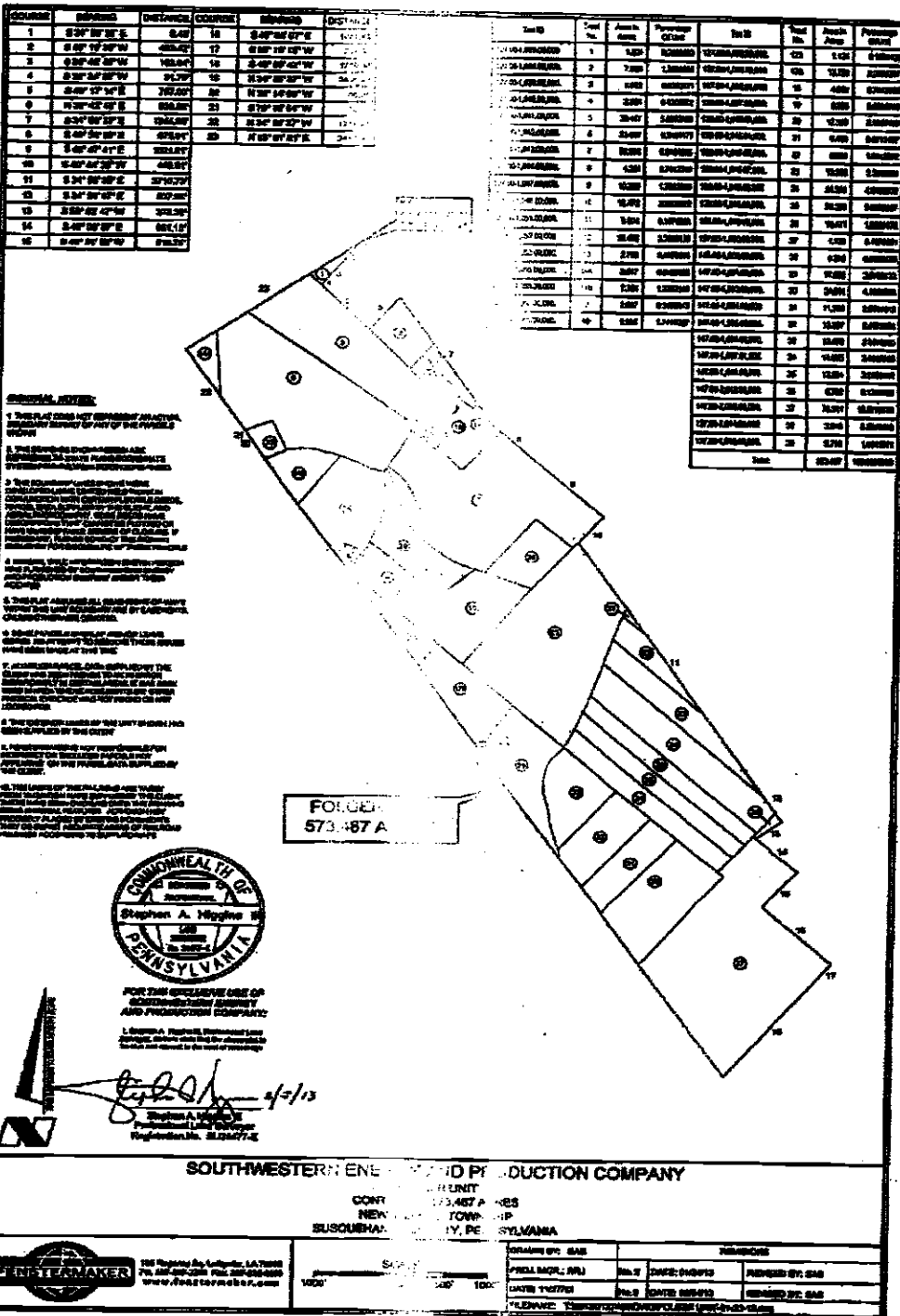
*This Declaration of Pooling shall be effective as to all formations occurring from the surface of the earth to the top of the Chondaga formation.												
Number on Map	Lease No.	Lessor	Lessee	Lease Date	Recording Date	Recording Information	Tax Parcel ID	Township	County	Acres in Pooled Unit		
1	129067/000	ALLBACH, MARRINS S	Chlor CM & Gas Corp.	2/5/2007	8/8/2007	200702029	127.00-1.019.00	New Milford	Susquehanna	1.531		
2	112186/000	SWYDER, JAMES F & DARLA A	Execo Land Services, Inc.	3/4/2008	4/3/2008	200808864	127.00-1.034.00	New Milford	Susquehanna	1.508		
3	114498/000	OAKLEY, KATHLEEN E	Execo Land Services, Inc.	8/26/2008	10/1/2008	200815256	127.00-1.039.00	New Milford	Susquehanna	1.928		
4	114601/000	ROYALTESKY, SHERYL L	Execo Land Services, Inc.	8/26/2008	10/1/2008	200815257	127.00-1.040.00	New Milford	Susquehanna	1.924		
5	129359/000	ASHLEY, RONALD G & JEANETTE F	Sierra Blue Ridge	9/7/2008	1/29/2009	200901465	127.00-1.041.00	New Milford	Susquehanna	33.447		
6	113977/000	SWYDER, MAURY E	Execo Land Services, Inc.	2/13/2008	2/28/2008	200802401	127.00-1.042.00	New Milford	Susquehanna	53.077		
7	119018/000	TRACY, CHRISTOPHER T & CATHERINE A	Execo Land Services, Inc.	10/6/2008	11/20/2008	200817722	127.00-1.043.00	New Milford	Susquehanna	53.566		
8	111159/000	STRALAKA, IVAN & YVETTA	Execo Land Services, Inc.	12/4/2007	1/29/2008	200808804	127.00-1.045.00	New Milford	Susquehanna	4.251		
9	113769/000	FOLGER, WILLIAM E	Execo Land Services, Inc.	6/16/2008	7/16/2008	200810591	127.00-1.047.00	New Milford	Susquehanna	10.239		
10	112462/000	MARVIN, JASON W & DANIELLE M	Execo Land Services, Inc.	4/10/2008	5/5/2008	200805805	127.00-1.048.00	New Milford	Susquehanna	18.472		
11	700020/000	GANDNER, SARAH A.	SEPCO	9/24/2011	10/12/2011	201112513	127.00-1.051.00	New Milford	Susquehanna	0.904		
12	110491/000	TINGLEY, WILLARD & MILDRED	SEPCO	10/19/2007	12/21/2007	200713709	127.00-1.052.00	New Milford	Susquehanna	19.435		
13	124776/000	SCHAKE, THOMAS E & JOSEPHINE G	SEPCO	7/27/2011	8/29/2011	201109797	127.00-1.053.00	New Milford	Susquehanna	2.793		
14A	124643/002	HENRY, JAMES E & LESLIE J	SEPCO	6/27/2011	7/21/2011	201109164	127.00-1.055.00	New Milford	Susquehanna	1.759		
14B	124643/001	HENRY, JAMES E & LESLIE J	SEPCO	6/27/2011	7/21/2011	201109165	127.00-1.055.00	New Milford	Susquehanna	1.759		
14B	124643/002	ROSA, MICHAEL	SEPCO	6/27/2011	7/21/2011	201109164	127.00-1.055.00	New Milford	Susquehanna	3.551		
15	118152/000	HAWKINS, GILLY JOE & CAROL J	SEPCO	9/4/2009	10/19/2009	200915468	127.00-1.080.00	New Milford	Susquehanna	2.007		
16	124909/000	NEVINS, LINDA S	SEPCO	8/9/2011	10/12/2011	201112510	127.00-1.081.00	New Milford	Susquehanna	9.988		
17A	110492/000	COEN, MARY	SEPCO	10/23/2007	11/27/2007	200712825	127.00-1.082.00	New Milford	Susquehanna	1.195		
17B	110492/000	BITLER, RUSSELL E & JEAN M	Execo Land Services, Inc.	10/23/2007	11/27/2007	200712825	127.00-1.082.00	New Milford	Susquehanna	1.195		
18	111583/000	ROBERTS, JULIE A & MARK	Execo Land Services, Inc.	1/22/2008	1/25/2008	200807053	127.00-1.082.01	New Milford	Susquehanna	4.269		
19	123330/000	THE BUTTON FAMILY PARTNERSHIP & LOIS BUTTON	Execo Land Services, Inc.	12/2/2009	3/23/2010	201004159	128.00-1.007.00	New Milford	Susquehanna	0.325		
20	120444/000	WILDBERSON, WILLIAM H & CAROL	Execo Land Services, Inc.	5/22/2010	6/8/2010	201008275	128.00-1.045.00	New Milford	Susquehanna	12.539		
21	117889/000	WILDBERSON, WENDY H	Execo Land Services, Inc.	8/18/2009	9/23/2009	200914266	128.00-1.045.04	New Milford	Susquehanna	0.408		

Polk Gas Unit

*This Declaration of Pooling shall be effective as to all formations occurring from the surface of the acre to the top of the Overberg formation.

Number on Map	Lease No.	Lessor	Lessee	Lease Date	Recording Date	Recording Information	Tax Parcel ID	Township	County	Acres in Pooled Unit
22	117849/000	ZUPANOVICH, ROBERT A	Exaro Land Services, Inc.	8/10/2009	9/23/2009	200914258	128.00-1,045.05	New Milford	Susquehanna	6.096
23	118589/000	BLUMOWSKI, JOHN	Exaro Land Services, Inc.	10/28/2009	11/16/2009	200917037	128.00-1,045.07	New Milford	Susquehanna	13.568
24	120485/000	WILDERSON, WILLIAM H & CAROL L	Exaro Land Services, Inc.	5/21/2010	6/8/2010	201008277	128.00-1,045.08	New Milford	Susquehanna	24.329
25	119073/000	ALEXANDER, ROBERT F, SR & CHERYL ALEXANDER, DAVID	Exaro Land Services, Inc.	12/19/2009	4/5/2010	201004633	128.00-1,046.00	New Milford	Susquehanna	56.390
26	113353/000	TINGLEY, SUSAN E	Exaro Land Services, Inc.	10/11/2008	11/21/2008	200817813	128.00-1,046.00	New Milford	Susquehanna	10.471
27	112272/000	TUNNEY, EDWARD	Exaro Land Services, Inc.	9/25/2008	4/9/2009	200804333	128.00-1,050.00	New Milford	Susquehanna	1.135
28	110862/000	LIPPIKE, HOWARD L & BEVERLY F	Exaro Land Services, Inc.	11/19/2007	12/21/2007	200719687	146.00-1,006.00	New Milford	Susquehanna	0.378
29	110829/000	GARDNER, MARTY & JULIA A GARDNER, TIMOTHY A & DEBRA ANN GARDNER, CLAIR WALTER JR ETAL	Exaro Land Services, Inc.	11/2/2007	12/21/2007	200719677	147.00-1,091.00	New Milford	Susquehanna	17.479
30	122654/000	OSBORNE, RICHARD A & ELAINE P	SEPCO	11/7/2010	12/27/2010	201023733	147.00-1,091.00	New Milford	Susquehanna	17.479
31	112377/000	HINKLE, CURTIS & DANELINE G	Exaro Land Services, Inc.	11/27/2008	4/9/2009	200804333	146.00-1,006.00	New Milford	Susquehanna	0.378
32	122682/000	OSBORNE, RICHARD A & ELAINE P	SEPCO	11/7/2010	12/27/2010	201023733	147.00-1,091.00	New Milford	Susquehanna	17.479
33	112189/000	WILLIAMS, JAMES D & EILEEN D	Exaro Land Services, Inc.	11/27/2008	4/9/2009	200804333	146.00-1,006.00	New Milford	Susquehanna	0.378
34	117846/000	DEEMER, ROBERT & IRENE	Exaro Land Services, Inc.	8/6/2009	9/23/2009	200914257	147.00-1,091.00	New Milford	Susquehanna	17.479
35	117846/000	DEEMER, ROBERT & IRENE	Exaro Land Services, Inc.	8/6/2009	9/23/2009	200914257	147.00-1,091.00	New Milford	Susquehanna	17.479
36	700949/000	BRUNELLE, MARTHA MELVYN	SEPCO	12/27/2010	12/27/2010	201001724	127.00-1,045.00	New Milford	Susquehanna	6.376
37	122654/000	OSBORNE, RICHARD A & ELAINE P	SEPCO	11/7/2010	12/27/2010	201023733	147.00-1,091.00	New Milford	Susquehanna	17.479
38	123679	GOLDEN ENGELS HUNTING ASSOC	Fortuna Energy, Inc.	9/19/2009	7/24/2010	201010531	127.00-1,044.00	New Milford	Susquehanna	3.010
39	123677/000	ROE, WILLIAM G & JANET M.	Chlor Oil and Gas Corp.	12/5/2009	2/19/2010	201001724	127.00-1,045.00	New Milford	Susquehanna	6.376
						TOTAL				573.487

Exhibit "B"
Attached and made part of that Certain Amended Declaration of Pooling effective March 19, 2013
Water Gas Unit



MARY F. EVANS
Register of Wills - Recorder of Deeds
Clerk of Orphans' Court Division
Court of Common Pleas of Susquehanna County
PO BOX 218
MONTROSE, PA 18801-0218
(570) 278-4600



SUSQUEHANNA COUNTY COURT HOUSE
MONTROSE, PENNSYLVANIA

Instrument Number - 201309227
Recorded On 7/23/2013 At 12:02:56 PM
* Instrument Type - OIL POOLING
Invoice Number - 149393
* Grantor - SOUTHWESTERN ENERGY PRODUCTION CO
* Grantee - ALLERACH, MARVIN S
* Customer - SOUTHWESTERN ENERGY

* Total Pages - 6

* FEES
STATE WRIT TAX \$0.50
RECORDING FEES - \$48.00
RECORDER OF DEEDS
COUNTY IMPROVEMENT FEE \$2.00
RECORDER IMPROVEMENT FEE \$3.00
TOTAL PAID \$53.50

This is a certification page
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of this legal document.

RETURN DOCUMENT TO:
SOUTHWESTERN ENERGY
2360 N SAM HOUSTON PARKWAY EAST
SUITE 125
HOUSTON, TX 77032
ATTN: MONICA

I hereby CERTIFY that this document is recorded in the
Recorder's Office of Susquehanna County, Pennsylvania.



Mary F. Evans
MARY F. EVANS
RECORDER OF DEEDS

* - Information denoted by an asterisk may change during
the verification process and may not be reflected on this page.



**AMENDED DECLARATION OF POOLING
FOLGER GAS UNIT
NEW MILFORD TOWNSHIP, SUSQUEHANNA COUNTY
COMMONWEALTH OF PENNSYLVANIA**

WHEREAS, SOUTHWESTERN ENERGY PRODUCTION COMPANY, an Arkansas corporation authorized to conduct business in the Commonwealth of Pennsylvania, hereinafter referred to as "SEPCO," is record owner of all of those oil and gas leases identified in Exhibit "A" to this Amended Declaration of Pooling, hereinafter "Leases,"

WHEREAS, the tracts of land subject to the Leases have been represented by the lessor therein to constitute at least the aggregate number of acres of land in the Township(s) and County(ies), Pennsylvania set forth in those leases and as reported upon the Exhibit "A" to this Amended Declaration of Pooling; and,

WHEREAS, SEPCO is authorized under the terms of the Leases to pool and/or to unitize the lands covered thereby, or parts thereof, with other lands and leases to form drilling units for the development and production of oil and gas therefrom; and,

WHEREAS, by Declaration of Pooling dated effective September 1, 2012, SEPCO pooled and combined those certain oil and gas leases, all of which are listed herein on Exhibit "A," such declaration was recorded on September 27, 2012, among the records of Susquehanna County, Pennsylvania as Instrument No. 201211820, hereinafter referred to as the "Original Declaration of Pooling," and further amended such pooling by execution of that certain Amended Declaration of Pooling dated effective March 19, 2013 and recorded on March 25, 2013, among the records of Susquehanna County, Pennsylvania as Instrument No. 201303690 referred to as the "Amended Pooling;" and,

WHEREAS, SEPCO has corrected the allocation of acres for tracts 14A and 14B on Exhibit "A" attached to this Amended Declaration of Pooling; and

WHEREAS, as it is authorized under the terms of the Leases and rights as operator SEPCO surveyed the unit boundary and the boundaries of the internal tracts comprising the Folger Gas Unit through the services of a professional land surveyor in order to better determine the acreage and interest attributable to each or portions of each Lease pooled herein; and

NOW, THEREFORE, for and in consideration of the premises and pursuant to the authority set forth in said Leases, SEPCO does hereby revise, amend, declare, pool, and combine said Leases or portions thereof, into a single pool containing the aggregate number of acres identified in Exhibit "A," the boundary of which is depicted on the plat identified as Exhibit "B," attached hereto and made a part hereof, for the drilling, development, and production of oil and/or gas therefrom as to all formations and depths. To the extent of any inconsistency between the information contained on Exhibit "A" and that depicted on Exhibit "B," Exhibit "A" shall supersede and control.

This Amended Declaration of Pooling shall supersede and replace all previously recorded pooling's effective as of the date identified in Exhibit "A" hereof. The unit created by this Amended Declaration of Pooling shall be and the same is hereby designated as the name set forth in the Exhibit "A."

This Amended Declaration of Pooling is made without prejudice to the rights of SEPSCO to amend, to restate, to increase, to reduce and to otherwise change or adjust the pool declared hereby from time to time as SEPSCO determines to be necessary or convenient to the proper development of the affected reservoir.

IN WITNESS WHEREOF, SEPSCO, acting by and through its duly authorized representative, has executed this Amended Declaration of Pooling which shall be effective as of February 23, 2013.

Southwestern Energy Production Company

By: *[Signature]*
Jim R. Dewbre
Its: Sr. Vice President - Land *[Initials]*

ACKNOWLEDGMENT BY CORPORATION

State of Texas §
County of Harris §

On this, the ¹⁴14 day of July, 2013, before me Krista M. Paul the undersigned officer, personally appeared Jim R. Dewbre, who acknowledged himself to be the Sr. Vice President - Land of Southwestern Energy Production Company, a corporation, and that he as such officer, being authorized to do so, executed the foregoing instrument for the purposes therein contained by signing the name of the corporation by himself as Sr. Vice President - Land.

In Witness Whereof, I hereunto set my hand and Notarial seal.

[Signature]
Notary Public

My commission expires:



Exhibit "A"
Attached to and made part of that certain Amended Declaration of Pooling
effective February 23, 2013

Number on Map	Lease No.	Leasor	Lessee	Lease Date	Recording Date	Recording Information	Tax Parcel ID	Township	County	Acres in Pooled Unit
1	123097/000	Altebach, Marvin S	Cabot Oil & Gas Corp.	02/05/2007	05/04/2007	2007020209	127.00-1.019.00	New Milford	Susquehanna	1.531
2	112186/000	Snyder, James F & Darla A	Elenco Land Services, Inc.	03/04/2008	04/03/2008	2008030814	127.00-1.034.00	New Milford	Susquehanna	7.509
3	114488/000	Oakley, Kathleen E	Elenco Land Services, Inc.	06/18/2008	10/01/2008	2008152556	127.00-1.039.00	New Milford	Susquehanna	1.923
4	114664/000	Kovalefsky, Sherry L	Elenco Land Services, Inc.	06/20/2008	10/01/2008	2008152557	127.00-1.040.00	New Milford	Susquehanna	2.304
5	123359/000	Ashley, Ronald G & Jeanette F	Sierra Blue Rudja	09/07/2008	01/30/2009	2009014655	127.00-1.041.00	New Milford	Susquehanna	33.447
6	111977/000	Snyder, Mary E	Elenco Land Services, Inc.	02/13/2008	02/28/2008	2008024911	127.00-1.042.00	New Milford	Susquehanna	53.027
7	115018/000	Tracy, Christopher T & Catherine A	Elenco Land Services, Inc.	10/08/2008	11/29/2008	200817722	127.00-1.043.00	New Milford	Susquehanna	53.566
8	111139/000	Stralko, Ivan & Yvetta	Elenco Land Services, Inc.	12/04/2007	01/23/2008	2008000804	127.00-1.046.00	New Milford	Susquehanna	4.251
9	119780/000	Folger, William E J	Elenco Land Services, Inc.	06/16/2008	07/16/2008	200810591	127.00-1.047.00	New Milford	Susquehanna	10.239
10	112482/000	Marvin, Jason W & Danielle M	Elenco Land Services, Inc.	04/10/2008	05/05/2008	200805805	127.00-1.048.00	New Milford	Susquehanna	18.472
11	700020/000	Gardner, Sarah A.	Southwestern Energy Production Company	06/24/2011	10/12/2011	201112513	127.00-1.051.00	New Milford	Susquehanna	0.904
12	110493/000	Trigley, Willard & Mildred	Elenco Land Services, Inc.	10/19/2007	12/21/2007	200719709	127.00-1.052.00	New Milford	Susquehanna	19.435
13	124776/000	Schabo, Thomas E & Josephina G	Southwestern Energy Production Company	07/27/2011	08/29/2011	201110679	127.00-1.053.00	New Milford	Susquehanna	2.795
14A	124643/002	Ross, Michael A	Southwestern Energy Production Company	06/27/2011	07/21/2011	201109164	127.00-1.055.00	New Milford	Susquehanna	1.172
14B	124649/001	Henry, James E & Leslie J	Southwestern Energy Production Company	06/27/2011	07/21/2011	201109164	127.00-1.055.00	New Milford	Susquehanna	4.794
14B	124643/002	Ross, Michael	Southwestern Energy Production Company	06/27/2011	07/21/2011	201109165	127.00-1.055.00	New Milford	Susquehanna	2.367
15	119152/000	Hawkins, Billy Joe & Carol J	Elenco Land Services, Inc.	09/04/2009	10/19/2009	200915468	127.00-1.060.00	New Milford	Susquehanna	2.007
16	124908/000	Coen, Mary	Southwestern Energy Production Company	08/09/2011	10/12/2011	201112510	127.00-1.061.00	New Milford	Susquehanna	9.986
17A	110482/000	Blitz, Russell E & Jean M	Elenco Land Services, Inc.	10/23/2007	11/27/2007	200718225	127.00-1.062.00	New Milford	Susquehanna	1.135
17B	110482/000	Blitz, Russell E & Jean M	Elenco Land Services, Inc.	10/23/2007	11/27/2007	200718225	127.00-1.062.00	New Milford	Susquehanna	13.739
18	111582/000	Roberts, Julie A & Mark	Elenco Land Services, Inc.	11/15/2007	01/25/2008	200801058	127.00-1.063.01	New Milford	Susquehanna	4.269
19	128336/000	The Bulten Family Partnership c/o Norman Wilderson, William H & Carol L	Cabot Oil and Gas Corp.	12/02/2008	03/23/2010	201004193	128.00-1.007.00	New Milford	Susquehanna	0.325
20	128484/000	Wilderson, William H & Carol L	Elenco Land Services, Inc.	05/21/2010	06/08/2010	201008276	128.00-1.045.00	New Milford	Susquehanna	12.539
21	117859/000	Gwiazdowski, Dominick & Denise M	Elenco Land Services, Inc.	08/19/2009	09/23/2009	200914266	128.00-1.045.04	New Milford	Susquehanna	0.408
22	117849/000	Zuppanovich, Robert A	Elenco Land Services, Inc.	08/10/2009	09/23/2009	200914268	128.00-1.045.05	New Milford	Susquehanna	6.086
23	118569/000	Bukowski, John	Elenco Land Services, Inc.	10/28/2009	11/16/2009	200917097	128.00-1.045.07	New Milford	Susquehanna	33.868
24	130485/000	Wilderson, William H & Carol L	Elenco Land Services, Inc.	05/31/2010	06/08/2010	201008277	128.00-1.045.08	New Milford	Susquehanna	24.929

Exhibit "A"
Attached to and made part of that certain Amended Declaration of Pooling
effective February 25, 2018

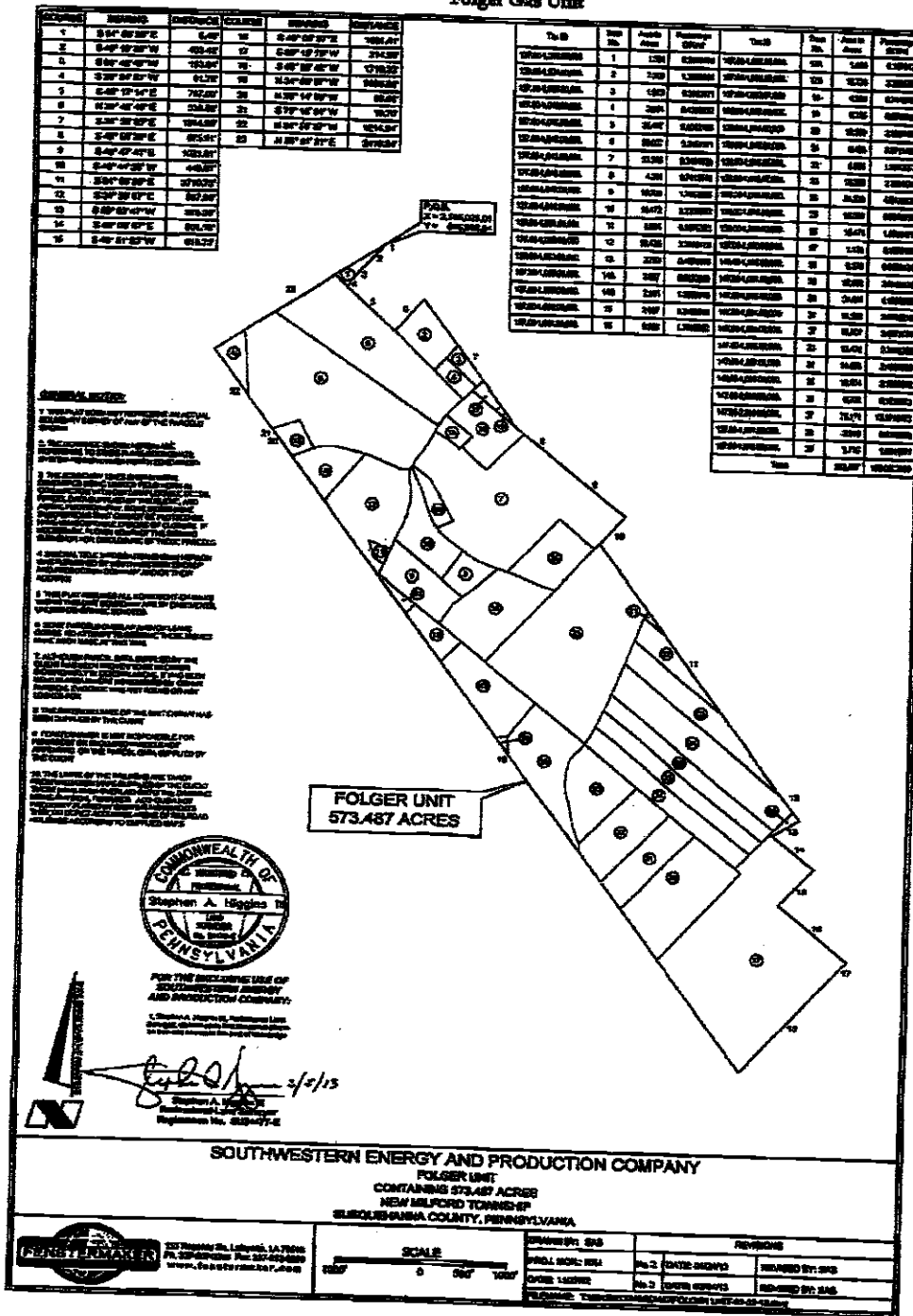
Folger Gas Unit										
Number on Map	Lease No.	Lessor	Lessee	Lease Date	Recording Date	Recording Information	Tax Parcel ID	Township	County	Acres in Pooled Unit
25	119078/000	Seger, Susan Ann & James A.; Alexander, Robert F, Sr. & Cheryl;	Exco Land Services, Inc.	12/19/2009	04/05/2010	201004653	128.00-1,046.00	New Milford	Susquehanna	\$6,390
26	115355/000	Alexander, David; Tingler, Susan E	Exco Land Services, Inc.	10/11/2008	11/21/2008	200817813	128.00-1,048.00	New Milford	Susquehanna	30.471
27	112272/000	Tanner, Edward	Exco Land Services, Inc.	09/25/2008	04/09/2008	200804853	128.00-1,050.00	New Milford	Susquehanna	1.135
28	110667/000	Updyes, Howard L & Beverly F	Exco Land Services, Inc.	11/13/2007	12/21/2007	200719687	146.00-1,006.00	New Milford	Susquehanna	0.378
29	110823/000	Gardner, Harry E; Gardner, Julia A;								
30	122654/000	Gardner, Timothy A; Gardner, Debra Ann;	Exco Land Services, Inc.	11/02/2007	12/21/2007	200719677	147.00-1,001.00	New Milford	Susquehanna	17.652
31	112327/000	Cappone, Richard & Elaine	Southwestern Energy Production Company	12/07/2010	12/27/2010	201023733	147.00-1,003.00	New Milford	Susquehanna	24.001
32	122682/000	Hinkle, Curtis I & Darlene G	Exco Land Services, Inc.	03/27/2008	04/09/2008	200804855	147.00-1,004.00	New Milford	Susquehanna	11.588
33	112383/000	Cabornie, Richard & Elaine	Southwestern Energy Production Company	12/07/2010	12/27/2010	201023735	147.00-1,005.00	New Milford	Susquehanna	13.807
34	117845/000	Williams, James D & Eileen D	Exco Land Services, Inc.	02/19/2008	04/09/2008	200803982	147.00-1,006.00	New Milford	Susquehanna	13.476
35	117845/000	Deemer, Robert & Irene	Exco Land Services, Inc.	09/06/2009	09/23/2009	200914257	147.00-1,007.01	New Milford	Susquehanna	14.055
36	200849/000	Deemer, Robert & Irene	Exco Land Services, Inc.	08/06/2009	09/23/2009	200914257	147.00-1,007.01	New Milford	Susquehanna	12.564
37	122654/000	Brundis, Martin Malvin	Southwestern Energy Production Company	12/07/2010	12/07/2010	201114971	147.00-2,012.00	Harford	Susquehanna	0.722
38	135619	Cabornie, Richard A & Elaine P	Southwestern Energy Production Company	12/07/2010	12/27/2010	201023733	147.00-2,010.00	Harford	Susquehanna	76.111
39	129307/000	Golden Eagles Hunting Assoc. Rob, William G & Janet M.	Fortuna Energy, Inc.	09/19/2009	07/14/2010	201010531	127.00-1,044.00	New Milford	Susquehanna	9.010
			Cabot Oil and Gas Corp.	12/05/2009	02/10/2010	201001734	127.00-1,045.00	New Milford	Susquehanna	9.716
									Total	579.487

End of Exhibit "A"

Exhibit "B"

Attached and made part of that Certain Amended Declaration of Pooling
Dated effective February 23, 2013

Folger Gas Unit



End of Exhibit "B"

B-1

MARY F. EVANS
 Register of Wills - Recorder of Deeds
 Clerk of Orphans' Court Division
 Court of Common Pleas of Susquehanna County
 PO BOX 218
 MONTEROSE, PA 18801-0218
 (570) 278-4600



Instrument Number - 28128228
 Recorded On 7/18/2012 At 3:48:29 PM
 * Instrument Type - OIL POOLING
 * Invoice Number - 127387
 * Grantor - SOUTHWESTERN ENERGY PRODUCTION CO
 * Grantee - NOLAN, BEVERLY J
 * Customer - SOUTHWESTERN ENERGY
 * Fees

STATE SALES TAX	\$0.50
RECORRING FEES -	\$26.00
RECORDER OF DEEDS	
COUNTY IMPROVEMENT FEE	\$2.00
RECORDER IMPROVEMENT FEE	\$3.00
TOTAL PAID	\$31.50

* Total Pages - 5

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 of this legal document.

RECORDER IDENTIFICATION:
 STEPHEN FULTON
 1 PAULINE DRIVE
 CLARKS SUMMIT, PA 18411

I hereby CERTIFY that this document is recorded in the
 Recorder's Office of Susquehanna County, Pennsylvania.



Mary F. Evans
 MARY F. EVANS
 RECORDER OF DEEDS

* - Information deemed by an attaché may change during
 the certification process and may not be reflected on this page.



**DECLARATION OF POOLING
INNES SOUTH GAS UNIT
NEW MILFORD AND HARFORD TOWNSHIPS, SUSQUEHANNA COUNTY
COMMONWEALTH OF PENNSYLVANIA**

WHEREAS, SOUTHWESTERN ENERGY PRODUCTION COMPANY, an Arkansas corporation authorized to conduct business in the Commonwealth of Pennsylvania, hereinafter referred to as "SEPCO," is record owner of all of those oil and gas leases identified in Exhibit "A" to this Declaration of Pooling, hereinafter "Leases" and

WHEREAS, the tracts of land subject to the Leases have been represented by the lessors therein to constitute the aggregate number of acres of land in the Township(s) and County(ies), Pennsylvania set forth upon the Exhibit "A" to this Declaration of Pooling; and,

WHEREAS, SEPCO is authorized under the terms of the Leases to pool and/or to unitize the lands covered thereby, or parts thereof, with other lands and leases to form drilling units for the development and production of oil and gas therefrom; and,

WHEREAS, SEPCO has determined that the proper development of the reservoir underlying the Leases makes it necessary and advisable to pool and to combine the Leases and portions of Leases described in Exhibit "A," attached hereto and made a part hereof, into a single pool for the purpose of developing and producing oil and/or gas therefrom; and,

NOW, THEREFORE, for and in consideration of the premises and pursuant to the authority set forth in said Leases, SEPCO does hereby declare, pool, and combine said Leases or portions thereof, into a single pool containing the aggregate number of acres identified in Exhibit "A," the boundary of which is depicted in red on the plat identified as Exhibit "B," attached hereto and made a part hereof, for the drilling, development, and production of oil and/or gas therefrom as to all formations occurring within the depths identified in Exhibit "A" to this Declaration of Pooling. To the extent of any inconsistency between the information contained on Exhibit "A" and that depicted on Exhibit "B," Exhibit "A" shall supersede and control.

The Unit created by this Declaration of Pooling shall be designated as the name set forth in Exhibit "A" to this Declaration of Pooling.

This Declaration of Pooling is made without prejudice to the rights of SEPCO to amend, restate, increase, reduce and otherwise change or adjust the pool declared hereby from time to time as SEPCO determines to be necessary or convenient to the proper development of the affected reservoir.

IN WITNESS WHEREOF, SEPCO, acting by and through its duly authorized representative, has executed this Declaration of Pooling which shall be effective as of July 1, 2012.

Southwestern Energy Production Company

By: 
Jim R. Dewhree
Its: Sr. V. P. - Land

ACKNOWLEDGMENT BY CORPORATION

State of Texas :
County of Harris : SS:

On this, the 5 day of July, 2012, before me Harry C. Arredondo, the undersigned officer, personally appeared Jim R. Dewires, who acknowledged himself to be the Sr. Vice President - Lead of Southwestern Energy Production Company, a corporation, and that he as such officer, being authorized to do so, executed the foregoing instrument for the purposes therein contained by signing the name of the corporation by himself as Sr. Vice President - Lead.

In Witness Whereof, I hereunto set my hand and Notarial seal.

Harry C. Arredondo
Notary Public

My commission expires:
11/11/10



EXHIBIT "A"

Attached to and made a part of the certain Declaration of Funding effective July 2, 2002

Open Gas Well

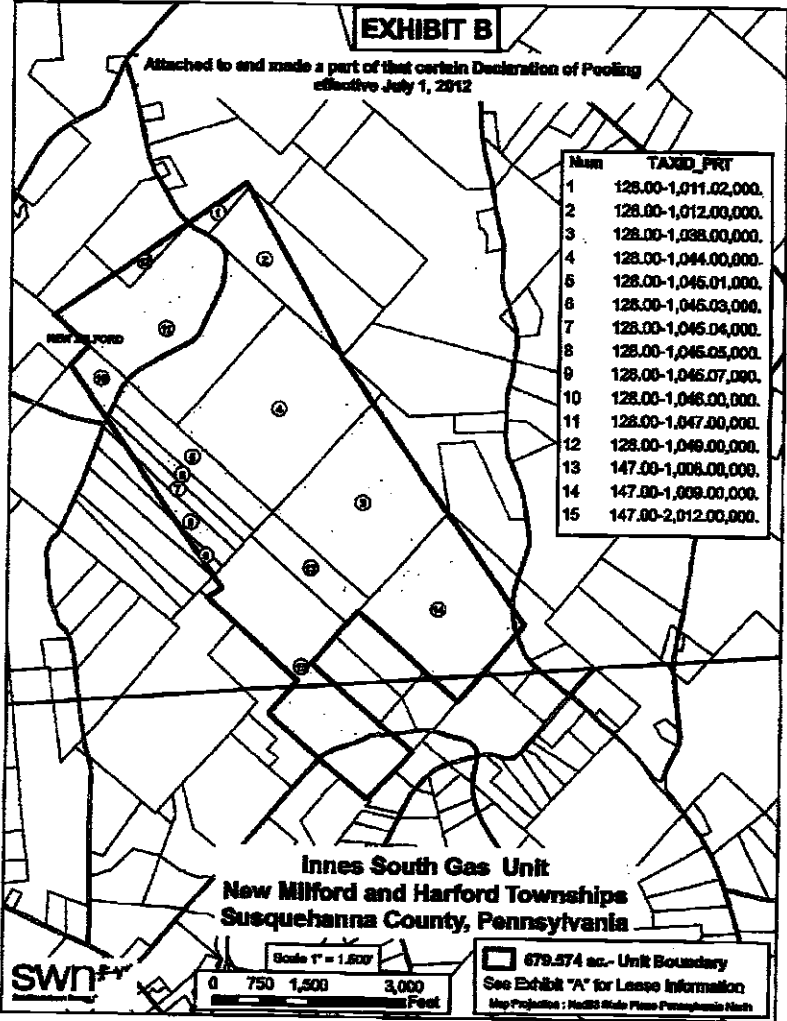
*This Declaration of Funding shall be effective as to all formations existing from the surface of the earth to the top of the Ozarkian Formation.

Number on Map	Lease No.	Lessor	Working Interest Owner	Lease Date	Recording Information	Tax Parcel ID	Township	County	Area in Pooled Units ¹
1	211467/000	NOLAN, BEVERLY J & EDWARD C	SEPCO	11/14/2007	200806002	128.00-1-011.00	New Milford	Compassburg	5.085
2	212542/000	BARRENEEL, KAREN L & JAMES C	SEPCO	12/7/2009	201002004	128.00-1-012.00	New Milford	Compassburg	22.288
3	213072/000	CHORNE, RICHARD A & BLAINE P	SEPCO	10/17/2007	200723001	128.00-1-088.00	New Milford	Compassburg	37.741
4	213082/000	JENNINGS, GEORGE	SEPCO	10/17/2007	200723002	128.00-1-089.00	New Milford	Compassburg	218.511
5	213082/000	J. ARTHUR BULLARD TRUST	SEPCO	10/17/2007	200723003	128.00-1-090.00	New Milford	Compassburg	28.747
6	213082/000	SENER, BOY E.	SEPCO	8/27/2009	200904000	128.00-1-045.00	New Milford	Compassburg	34.117
7	213082/000	SENER, BOY E.	SEPCO	8/27/2009	200904001	128.00-1-046.00	New Milford	Compassburg	13.150
8	213082/000	JOHNSON, DONALD W. & DONOR	SEPCO	8/27/2009	200904002	128.00-1-047.00	New Milford	Compassburg	11.722
9	213082/000	JOHNSON, DONALD W. & DONOR	SEPCO	8/27/2009	200904003	128.00-1-048.00	New Milford	Compassburg	7.318
10	213082/000	SAUER, SUSAN ANN & JAMES A.	SEPCO	10/28/2009	200907007	128.00-1-049.00	New Milford	Compassburg	10.887
11	213082/000	ALEXANDER, ROBERT F., SR. & CHERYL	SEPCO	12/18/2009	201006003	128.00-1-046.00	New Milford	Compassburg	227.288
12	200848/000	WINE, FRANKLIN B.	SEPCO	9/29/2011	201112000	128.00-1-067.00	New Milford	Compassburg	5.205
13	200848/000	HUMER, THOMAS	SEPCO	7/23/2007	200706002	128.00-1-048.00	New Milford	Compassburg	34.048
14	200848/000	WELLS, MARTHA MELVYN	SEPCO	10/26/2011	201114001	147.00-1-006.00	New Milford	Compassburg	85.401
15	200848/000	JENNINGS, KEITH D.	SEPCO	11/14/2007	200706003	147.00-1-006.00	New Milford	Compassburg	204.477
		WELLS, MARTHA MELVYN	SEPCO	10/26/2011	201114002	147.00-1-002.00	New Milford	Compassburg	879.874

¹Based on tract acreage calculation using Ardship program.

EXHIBIT B

Attached to and made a part of that certain Declaration of Pooling effective July 1, 2012



MARY F. EVANS
Register of Wills - Recorder of Deeds
Clerk of Orphans' Court Division
Court of Common Pleas of Susquehanna County
PO BOX 218
MONTROSE, PA 18801-0218
(570) 278-4600



SUSQUEHANNA COUNTY COURTHOUSE
MONTROSE, PENNSYLVANIA

Instrument Number - 201304480
Recorded On 4/10/2013 At 2:31:19 PM

* Total Pages - 5

- * Instrument Type - OIL POOLING
- Invoice Number - 141998
- * Grantor - SOUTHWESTERN ENERGY PRODUCTION CO
- * Grantee - NOLAN, BEVERLY J
- * Customer - SOUTHWESTERN ENERGY

*** FEES**

STATE WRIT TAX	\$0.50
RECORDING FEES -	\$25.00
RECORDER OF DEEDS	
COUNTY IMPROVEMENT FEE	\$2.00
RECORDER IMPROVEMENT FEE	\$3.00
TOTAL PAID	\$30.50

This is a certification page
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RETURN DOCUMENT TO:
SOUTHWESTERN ENERGY
3350 N SAM HOUSTON PARKWAY EAST
SUITE 125
HOUSTON, TX 77032
ATTN: STACEY BROGDEN

I hereby CERTIFY that this document is recorded in the
Recorder's Office of Susquehanna County, Pennsylvania.



Mary F. Evans
MARY F. EVANS
RECORDER OF DEEDS

* - Information denoted by an asterisk may change during
the verification process and may not be reflected on this page.



**AMENDED DECLARATION OF POOLING
INNES SOUTH GAS UNIT
HARFORD & NEW MILFORD TOWNSHIPS, SUSQUEHANNA COUNTY
COMMONWEALTH OF PENNSYLVANIA**

WHEREAS, SOUTHWESTERN ENERGY PRODUCTION COMPANY, an Arkansas corporation authorized to conduct business in the Commonwealth of Pennsylvania, hereinafter referred to as "SEPCO," is record owner of all of those oil and gas leases identified in Exhibit "A" to this Amended Declaration of Pooling, hereinafter "Leases;" and,

WHEREAS, the tracts of land subject to the Leases have been represented by the lessors therein to constitute the aggregate number of acres of land in the Township(s) and County(ies), Pennsylvania, as set forth in Exhibit "A" to this Amended Declaration of Pooling; and,

WHEREAS, SEPCO is authorized under the terms of the Leases to pool and/or to unitize the lands covered thereby, or parts thereof, with other lands and leases to form drilling units for the development and production of oil and gas therefrom; and,

WHEREAS, by Declaration of Pooling dated effective July 1, 2012, SEPCO pooled and combined those certain oil and gas leases, all of which are listed herein in Exhibit "A," such declaration being recorded on July 10, 2012, among the records of Susquehanna County, Pennsylvania as Instrument No. 201208209, and hereinafter referred to as the "Original Declaration of Pooling;" and,

WHEREAS, SEPCO has adjusted the unit size since the Original Declaration of Pooling.

NOW, THEREFORE, for and in consideration of the premises and pursuant to the authority set forth in said Leases, SEPCO does hereby declare, pool, unitize and combine said Leases or portions thereof, into a single pool containing the aggregate number of acres identified in Exhibit "A," the boundary of which is depicted in red on the plat identified as Exhibit "B," attached hereto and made a part hereof, for the drilling, development, and production of oil and/or gas therefrom as to all formations occurring within the depths identified in Exhibit "A" to this Amended Declaration of Pooling. To the extent of any inconsistency between the information contained in Exhibit "A" and that depicted in Exhibit "B," the information in Exhibit "A" shall supersede and control.

This Amended Declaration of Pooling shall supersede and replace the Original Declaration of Pooling effective as of the date identified in Exhibit "A" hereof. The unit created by this Amended Declaration of Pooling shall be and the same is hereby designated as the name set forth in Exhibit "A."

This Amended Declaration of Pooling is made without prejudice to the rights of SEPCO to amend, restate, increase, reduce and otherwise change or adjust the pool declared hereby from time to time as SEPCO determines to be necessary or convenient to the proper development of the affected reservoir.

IN WITNESS WHEREOF, SEPCO, acting by and through its duly authorized representative, has executed this Amended Declaration of Pooling which shall be effective as of April 1, 2013.

Southwestern Energy Production Company

By: Jim R. Dewbre

Its: Sr. Vice President - Land

ACKNOWLEDGMENT BY CORPORATION

State of Texas :
County of Harris : SS:

On this, the 8th day of April, 2013, before me Krista M. Paul the undersigned officer, personally appeared Jim R. Dewbre, who acknowledged himself to be the Sr. Vice President - Land of Southwestern Energy Production Company, a corporation, and that he as such officer, being authorized to do so, executed the foregoing instrument for the purposes therein contained by signing the name of the corporation by himself as Sr. Vice President - Land.

In Witness Whereof, I hereunto set my hand and Notarial seal.

Krista M. Paul
Notary Public

My commission expires:

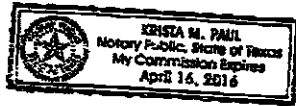
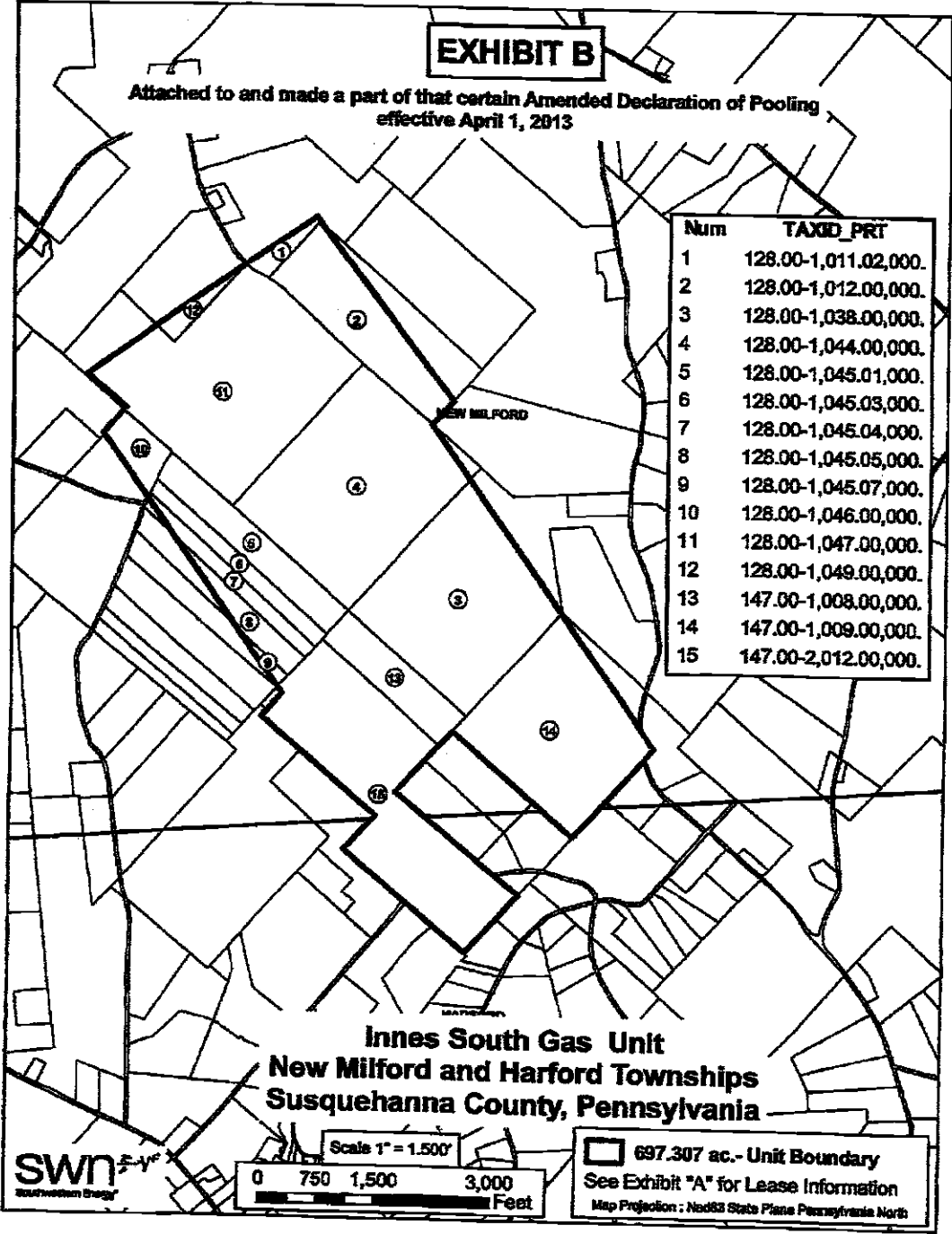


EXHIBIT B

Attached to and made a part of that certain Amended Declaration of Pooling effective April 1, 2013



MARY F. EVANS
 Register of Wills - Recorder of Deeds
 Clerk of Orphans' Court Division
 Court of Common Pleas of Susquehanna County
 PO BOX 218
 MONTROSE, PA. 18801-0218
 (570) 278-4600



SUSQUEHANNA COUNTY COURT HOUSE
 MONTROSE, PENNSYLVANIA

Instrument Number - 201307127
 Recorded On 6/7/2013 At 10:19:47 AM
 * Instrument Type - OIL POOLING
 Invoice Number - 146462
 * Grantor - SOUTHWESTERN ENERGY PRODUCTION CO
 * Grantee - NOLAN, BEVERLY J
 * Customer - SOUTHWESTERN ENERGY

* Total Pages - 5

*** FEES**

STATE WRIT TAX	\$0.50
RECORDING FEES -	\$25.00
RECORDER OF DEEDS	
COUNTY IMPROVEMENT FEE	\$2.00
RECORDER IMPROVEMENT FEE	\$3.00
TOTAL PAID	\$30.50

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RETURN DOCUMENT TO:
 SOUTHWESTERN ENERGY
 2350 N SAM HOUSTON PARKWAY EAST
 SUITE 125
 HOUSTON, TX 77032
 ATTN: STACEY BROGDEN

I hereby CERTIFY that this document is recorded in the
 Recorder's Office of Susquehanna County, Pennsylvania.



Mary F. Evans
 MARY F. EVANS
 RECORDER OF DEEDS

* - Information denoted by an asterisk may change during
 the verification process and may not be reflected on this page.



**AMENDED DECLARATION OF POOLING
INNES SOUTH GAS UNIT
HARFORD & NEW MILFORD TOWNSHIPS, SUSQUEHANNA COUNTY
COMMONWEALTH OF PENNSYLVANIA**

WHEREAS, SOUTHWESTERN ENERGY PRODUCTION COMPANY, an Arkansas corporation authorized to conduct business in the Commonwealth of Pennsylvania, hereinafter referred to as "SEPCO," is record owner of all of those oil and gas leases identified in Exhibit "A" to this Amended Declaration of Pooling, hereinafter "Leases;" and,

WHEREAS, the tracts of land subject to the Leases have been represented by the lessors therein to constitute the aggregate number of acres of land in the Township(s) and County(ies), Pennsylvania, as set forth in Exhibit "A" to this Amended Declaration of Pooling; and,

WHEREAS, SEPCO is authorized under the terms of the Leases to pool and/or to unitize the lands covered thereby, or parts thereof, with other lands and leases to form drilling units for the drilling, development and production of oil and gas therefrom; and,

WHEREAS, by Declaration of Pooling dated effective July 1, 2012, SEPCO pooled and combined those certain oil and gas leases listed in Exhibit "A," attached thereto, such declaration being recorded on July 10, 2012, among the records of Susquehanna County, Pennsylvania as Instrument No. 201208209, and hereinafter referred to as the "Original Declaration of Pooling;" and,

WHEREAS, by Amended Declaration of Pooling dated effective April 1, 2013 and recorded on April 10, 2013, as Instrument No. 201304480, SEPCO did amend the Original Declaration of Pooling; and,

WHEREAS, SEPCO believes it is advisable to further amend said Amended Declaration of Pooling to promote the proper operation and development of the Leases.

NOW, THEREFORE, for and in consideration of the premises and pursuant to the authority set forth in said Leases, SEPCO does hereby declare, pool, unitize and combine said Leases or portions thereof, into a single pool containing the aggregate number of acres identified in Exhibit "A," the boundary of which is depicted in red on the plat identified as Exhibit "B," attached hereto and made a part hereof, for the drilling, development, and production of oil and/or gas therefrom as to all formations and depths. To the extent of any inconsistency between the information contained in Exhibit "A" and that depicted in Exhibit "B," the information in Exhibit "A" shall supersede and control.

This Amended Declaration of Pooling shall supersede and replace the Original Declaration of Pooling effective as of the date identified in Exhibit "A" hereof. The unit created by this Amended Declaration of Pooling shall be and the same is hereby designated as the name set forth in Exhibit "A."

This Amended Declaration of Pooling is made without prejudice to the rights of SEPCO to amend, restate, increase, reduce and otherwise change or adjust the pool declared hereby from time to time as SEPCO determines to be necessary or convenient to the proper development of the affected reservoir.

IN WITNESS WHEREOF, SEPCO, acting by and through its duly authorized representative, has executed this Amended Declaration of Pooling which shall be effective as of January 11, 2013.

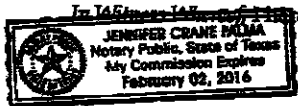
Southwestern Energy Production Company

By: [Signature] MW
John R. Nicholas
Its: General Manager - Appalachia

ACKNOWLEDGMENT BY CORPORATION

State of Texas :
: SS:
County of Harris :

On this, the 4th day of June, 2013, before me Jennifer Crane Palma the undersigned officer, personally appeared John R. Nicholas, who acknowledged himself to be the General Manager - Appalachia of Southwestern Energy Production Company, a corporation, and that he as such officer, being authorized to do so, executed the foregoing instrument for the purposes therein contained by signing the name of the corporation by himself as General Manager - Appalachia.



My commission expires: 2-2-16

In Witness Whereof, I have hereunto set my hand and Notarial seal.
[Signature]
Notary Public

EXHIBIT "A"

Attached to and made a part of that certain Amended Declaration of Pooling effective January 11, 2018

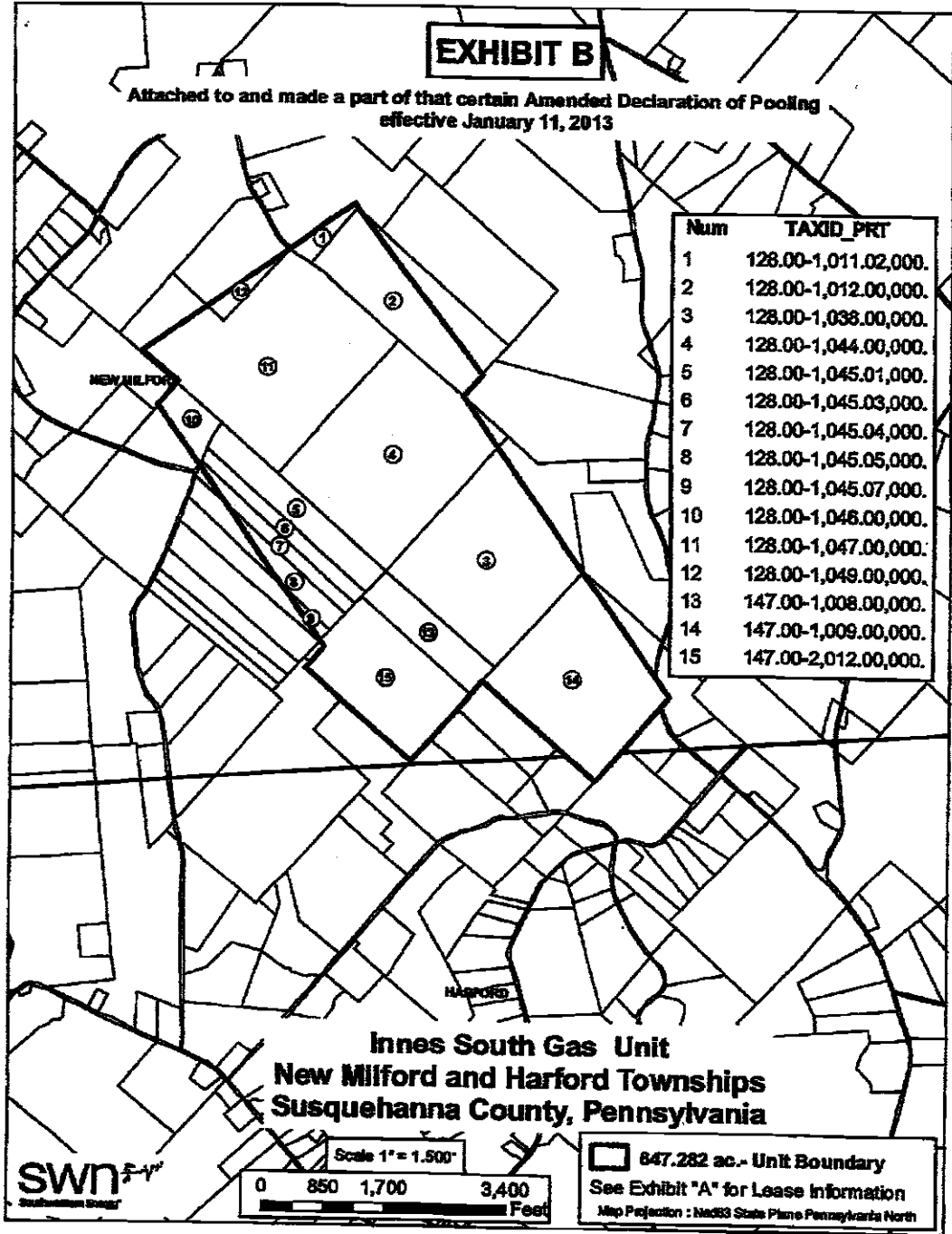
Inner South Gas List

Number on Map	Tract No.	Original Owner	Original Lessee	Comm Date	Recording Date	Recording Information	Use Pctal ID	Township	County	Acres in Pooling Unit #1
1	11452000	HOLLO, RICHARD J & DORIS C	BLUENDLAND SERVICES INC	12/24/2007	1/28/2008	200800000000000000000000	25.00-1-000.00	New Bedford	Franklin	6.000
2	11452000	COCHRAN, GUYTON A & BLANK	CONVERSION ENERGY PRODUCTION COMPANY	3/27/2012	3/27/2012	201200000000000000000000	12.00-1-000.00	New Bedford	Franklin	4.000
3	11452000	BEWELL, GEORGE	BLUENDLAND SERVICES INC	2/27/2008	3/27/2008	200800000000000000000000	12.00-1-000.00	New Bedford	Franklin	7.250
4	11452000	T. JAMES HILLARD TRUST	BLUENDLAND SERVICES INC	11/6/2007	12/27/2007	200700000000000000000000	12.00-1-000.00	New Bedford	Franklin	10.250
5	11452000	COCHRAN, ROY E	BLUENDLAND SERVICES INC	8/17/2008	8/25/2008	200800000000000000000000	12.00-1-000.00	New Bedford	Franklin	20.250
6	11452000	BEWELL, GEORGE	BLUENDLAND SERVICES INC	2/27/2008	3/27/2008	200800000000000000000000	12.00-1-000.00	New Bedford	Franklin	14.517
7	11452000	BEWELL, GEORGE & BEWELL	BLUENDLAND SERVICES INC	8/27/2008	8/28/2008	200800000000000000000000	12.00-1-000.00	New Bedford	Franklin	14.300
8	11452000	BEWELL, ROBERT A	BLUENDLAND SERVICES INC	8/27/2008	8/28/2008	200800000000000000000000	12.00-1-000.00	New Bedford	Franklin	11.722
9	11452000	BEWELL, JOHN	BLUENDLAND SERVICES INC	10/20/2008	11/20/2008	200800000000000000000000	12.00-1-000.00	New Bedford	Franklin	1.100
10	11452000	BEWELL, STEVEN A & DANIELA ALEXANDER, ROBERT F JR & CHERYL	BLUENDLAND SERVICES INC	12/28/2008	1/28/2009	200900000000000000000000	12.00-1-000.00	New Bedford	Franklin	20.000
11	11452000	BEWELL, GEORGE	CONVERSION ENERGY PRODUCTION COMPANY	3/27/2012	3/27/2012	201200000000000000000000	12.00-1-000.00	New Bedford	Franklin	200.700
12	11452000	BEWELL, THOMAS	BLUENDLAND SERVICES INC	7/13/2007	8/24/2007	200700000000000000000000	12.00-1-000.00	New Bedford	Franklin	4.700
13	11452000	BEWELL, MARIONA ANNE	CONVERSION ENERGY PRODUCTION COMPANY	3/27/2012	3/27/2012	201200000000000000000000	12.00-1-000.00	New Bedford	Franklin	31.000
14	11452000	BEWELL, EDWARD J	BLUENDLAND SERVICES INC	11/24/2007	12/24/2007	200700000000000000000000	12.00-1-000.00	New Bedford	Franklin	88.400
15	11452000	BEWELL, MARIONA ANNE	CONVERSION ENERGY PRODUCTION COMPANY	3/27/2012	3/27/2012	201200000000000000000000	12.00-1-000.00	New Bedford	Franklin	88.117
									Total	601.000

Based on 100% ownership calculation using 100% interest.

EXHIBIT B

Attached to and made a part of that certain Amended Declaration of Pooling effective January 11, 2013



**Innes South Gas Unit
New Milford and Harford Townships
Susquehanna County, Pennsylvania**

SWN
Susquehanna Well Services

Scale 1" = 1,500'
0 850 1,700 3,400
Feet

847.282 ac.- Unit Boundary
See Exhibit "A" for Lease Information
Map Projection : NAD83 State Plane Pennsylvania North

5

MARY F. EVANS
 Register of Wills - Recorder of Deeds
 Clerk of Orphans' Court Division
 Court of Common Pleas of Susquehanna County
 PO BOX 218
 MONTROSE, PA 18801-0218
 (570) 278-4600



SUSQUEHANNA COUNTY COURT HOUSE
 MONTROSE, PENNSYLVANIA

Instrument Number - 201315203
 Recorded On 10/16/2013 At 8:52:18 AM
 * Instrument Type - OIL POOLING
 Invoice Number - 153945
 * Grantor - SOUTHWESTERN ENERGY PRODUCTION CO
 * Grantee - NOLAN, BEVERLY J
 * Customer - SOUTHWESTERN ENERGY
 * Total Pages - 5

*** FEES**
 STATE WRIT TAX \$0.50
 RECORDING FEES - \$26.00
 RECORDER OF DEEDS
 COUNTY IMPROVEMENT FEE \$2.00
 RECORDER IMPROVEMENT FEE \$3.00
 TOTAL PAID \$31.50

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RETURN DOCUMENT TO:
 SOUTHWESTERN ENERGY
 2350 N SAM HOUSTON PARKWAY EAST
 SUITE 125
 HOUSTON, TX 77032
 ATTN: STACEY BROGDEN

I hereby CERTIFY that this document is recorded in the
 Recorder's Office of Susquehanna County, Pennsylvania.



Mary F. Evans
 MARY F. EVANS
 RECORDER OF DEEDS

* - Information denoted by an asterisk may change during
 the verification process and may not be reflected on this page.



**AMENDED DECLARATION OF POOLING
INNES SOUTH GAS UNIT
HARFORD & NEW MILFORD TOWNSHIPS, SUSQUEHANNA COUNTY
COMMONWEALTH OF PENNSYLVANIA**

WHEREAS, SOUTHWESTERN ENERGY PRODUCTION COMPANY, an Arkansas corporation authorized to conduct business in the Commonwealth of Pennsylvania, hereinafter referred to as "SEPCO," is record owner of all of those oil and gas leases identified in Exhibit "A" to this Amended Declaration of Pooling, hereinafter "Leases;" and,

WHEREAS, the tracts of land subject to the Leases have been represented by the lessors therein to constitute the aggregate number of acres of land in the Township(s) and County(ies), Pennsylvania, as set forth in Exhibit "A" to this Amended Declaration of Pooling; and,

WHEREAS, SEPCO is authorized under the terms of the Leases to pool and/or to unitize the lands covered thereby, or parts thereof, with other lands and leases to form drilling units for the drilling, development and production of oil and gas therefrom; and,

WHEREAS, by Declaration of Pooling dated effective July 1, 2012, SEPCO pooled and combined those certain oil and gas leases listed in Exhibit "A," attached thereto, such declaration being recorded on July 10, 2012, among the records of Susquehanna County, Pennsylvania as Instrument No. 201208209, and hereinafter referred to as the "Original Declaration of Pooling;" and,

WHEREAS, by Amended Declaration of Pooling dated effective April 1, 2013 and recorded on April 10, 2013, as Instrument No. 201304480, SEPCO did amend the Original Declaration of Pooling; and,

WHEREAS, by Amended Declaration of Pooling dated effective January 11, 2013 and recorded on June 7, 2013, as Instrument No. 201307127, SEPCO did amend the Amended Declaration of Pooling; and,

WHEREAS, as it is authorized under the terms of the Leases and rights as operator SEPCO surveyed the unit boundary and the boundaries of the internal tracts comprising the Innes South Gas Unit through the services of a professional land surveyor in order to better determine the acreage and interest attributable to each or portions of each Lease pooled herein.

NOW, THEREFORE, for and in consideration of the premises and pursuant to the authority set forth in said Leases, SEPCO does hereby declare, pool, unitize and combine said Leases or portions thereof, into a single pool containing the aggregate number of acres identified in Exhibit "A," the boundary of which is depicted in red on the plat identified as Exhibit "B," attached hereto and made a part hereof, for the drilling, development, and production of oil and/or gas therefrom as to all formations and depths. To the extent of any inconsistency between the information contained in Exhibit "A" and that depicted in Exhibit "B," the information in Exhibit "A" shall supersede and control.

This Amended Declaration of Pooling shall supersede and replace the Original Declaration of Pooling effective as of the date identified in Exhibit "A" hereof. The unit created by this Amended Declaration of Pooling shall be and the same is hereby designated as the name set forth in Exhibit "A."

This Amended Declaration of Pooling is made without prejudice to the rights of SEPCO to amend, restate, increase, reduce and otherwise change or adjust the pool declared

hereby from time to time as SEPCO determines to be necessary or convenient to the proper development of the affected reservoir.

IN WITNESS WHEREOF, SEPCO, acting by and through its duly authorized representative, has executed this Amended Declaration of Pooling which shall be effective as of January 11, 2013.

Southwestern Energy Production Company

By: [Signature]
Jim R. Dewbre
Its: Sr. Vice President - Land

W. J. Paul

ACKNOWLEDGMENT BY CORPORATION

State of Texas :
County of Harris : SS:

On this, the 10th day of October, 2013, before me Keisha M. Paul the undersigned officer, personally appeared Jim R. Dewbre, who acknowledged himself to be the Sr. Vice President - Land of Southwestern Energy Production Company, a corporation, and that he as such officer, being authorized to do so, executed the foregoing instrument for the purposes therein contained by signing the name of the corporation by himself as Sr. Vice President - Land.

In Witness Whereof, I hereunto set my hand and Notarial seal.

[Signature]
Notary Public

My commission expires:

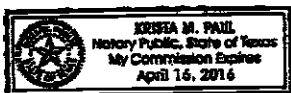
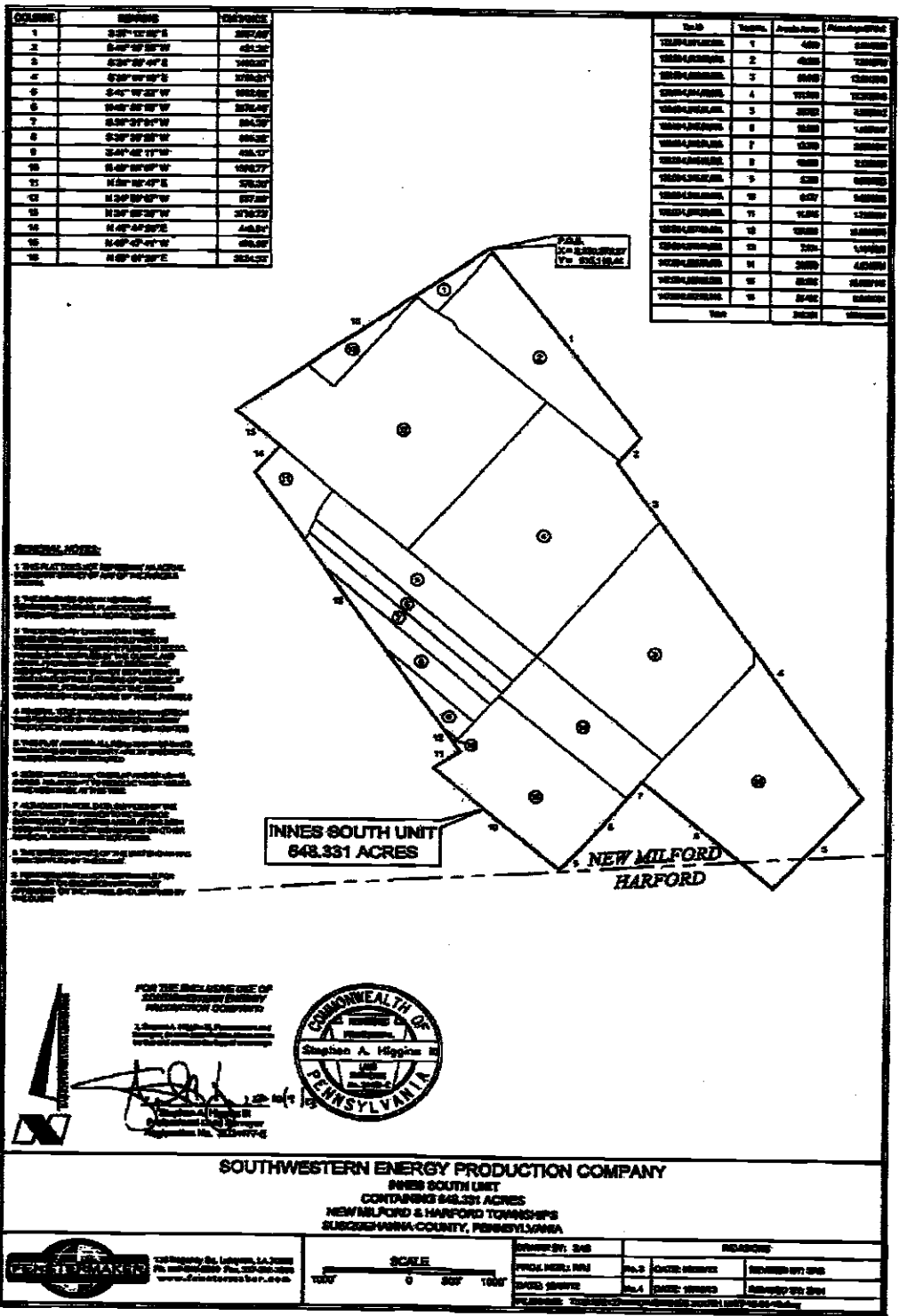


EXHIBIT "A"
Attached to and made a part of that certain Amended Declaration of Pooling effective January 11, 2013
Innes South Gas Unit

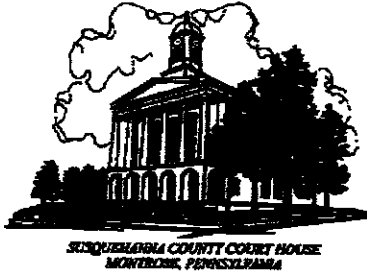
Harrford and New Milford Townships, Susquehanna County, Pennsylvania									
Number on Map	Lease No.	Original Lessor	Original Lessee	Lease Date	Recording Date	Recording Information	Tax Parcel ID	Acres in Pooled Unit	
1	111457/000	NOLAN, BEVERLY J & EDWARD C	ELEXCO LAND SERVICES INC	12/14/2007	1/29/2008	2008090806	128.00-1,011.02	4.500	
2	123563/000	MALKINES, KAREN L & JAMES C	SOUTHWESTERN ENERGY PRODUCTION COMPANY	12/7/2010	12/27/2010	2010237241	128.00-1,012.00	45.996	
3	110476/000	OSBORNE, RICHARD & ELAINE	ELEXCO LAND SERVICES INC	10/17/2007	11/27/2007	200712821	128.00-1,096.00	90.645	
4	110839/000	JENNINGS, GEORGIA	ELEXCO LAND SERVICES INC	11/9/2007	12/21/2007	200719684	128.00-1,044.00	111.983	
5	117890/000	J. ARTHUR BULLARD TRUST	ELEXCO LAND SERVICES INC	8/17/2009	10/5/2009	200914989	128.00-1,045.01	29.782	
6	117848/000	EGNER, ROY E	ELEXCO LAND SERVICES INC	8/10/2009	8/31/2009	200919442	128.00-1,045.08	12.926	
7	117889/000	STRZELECKI, STEPHEN	ELEXCO LAND SERVICES INC	8/18/2009	9/23/2009	200914266	128.00-1,045.04	19.310	
8	117849/000	GWIAZDOWSKI, DOMINICK & DENISE M	ELEXCO LAND SERVICES INC	8/10/2009	9/23/2009	200914266	128.00-1,045.04	19.310	
9	118569/000	ZUPANOVICH, ROBERT A	ELEXCO LAND SERVICES INC	8/10/2009	9/23/2009	200914266	128.00-1,045.05	19.809	
10	120485/000	BUKOWSKI, JOHN	ELEXCO LAND SERVICES INC	10/28/2009	11/16/2009	200917037	128.00-1,045.07	5.790	
		WILDERSOH, WILLIAM H & CAROL L	ELEXCO LAND SERVICES INC	9/21/2010	8/9/2010	201008277	128.00-1,045.08	0.177	
		SAGER, SUSAN ANN & JAMES A							
11	119073/000	ALEXANDER, ROBERT F SR & CHERYL	ELEXCO LAND SERVICES INC	12/19/2009	4/9/2010	201004653	128.00-1,046.00	11.645	
12	700835/000	ALEXANDER, DAVID	SOUTHWESTERN ENERGY PRODUCTION COMPANY	9/29/2011	10/21/2011	201112999	128.00-1,047.00	127.089	
		INNES, FRANKLIN R							
		KILMER, HERBERT & RUSIE							
13	109027/000	KILMER, THOMAS	ELEXCO LAND SERVICES INC	7/12/2007	8/24/2007	200709272	128.00-1,049.00	7.531	
14	700849/000	KILMER, JEFFREY	SOUTHWESTERN ENERGY PRODUCTION COMPANY	10/26/2011	12/7/2011	201114971	147.00-1,008.00	30.050	
		BRUNELLE, MARTHA MELYAN							
		JENNINGS, RONALD J							
15	110918/000	JENNINGS, KEITH D	ELEXCO LAND SERVICES INC	11/14/2007	12/21/2007	200713696	147.00-1,009.00	86.236	
16	700849/000	BRUNELLE, MARTHA MELYAN	SOUTHWESTERN ENERGY PRODUCTION COMPANY	10/28/2011	12/7/2011	201114971	147.00-2,012.00	55.402	
							Total	648.951	

Exhibit "B"
Attached to and made a part of that certain Amended Declaration of Pooling
Effective January 11, 2013
Innes South Gas Unit



MARY F. EVANS
Register of Wills - Recorder of Deeds
Clerk of Orphans' Court Division
Court of Common Pleas of Susquehanna County
PO BOX 218
MONTROSE, PA 18801-0218

(570) 278-4600



Instrument Number - 201315791
Recorded On 12/4/2013 At 3:16:08 PM
* Instrument Type - OIL POOLING
Invoice Number - 156286
* Grantor - SOUTHWESTERN ENERGY PRODUCTION CO
* Grantee - NOLAN, BEVERLY J
* Customer - SOUTHWESTERN ENERGY

* Total Pages - 6

*** FEES**

STATE WRIT TAX	\$0.50
RECORDING FEES -	\$29.50
RECORDED OF DEEDS	
COUNTY IMPROVEMENT FEE	\$2.00
RECORDER IMPROVEMENT FEE	\$3.00
TOTAL PAID	\$35.00

This is a certification page
DO NOT DETACH
This page is now part
of this legal document.

RETURN DOCUMENT TO:
SOUTHWESTERN ENERGY
2358 N SAM HOUSTON PARKWAY EAST
SUITE 125
HOUSTON, TX 77032
ATTN: MONICA

I hereby CERTIFY that this document is recorded in the Recorder's Office of Susquehanna County, Pennsylvania.



Mary F. Evans
MARY F. EVANS
RECORDER OF DEEDS

* - Information denoted by an asterisk may change during the verification process and may not be reflected on this page.



**AMENDED DECLARATION OF POOLING
INNES SOUTH GAS UNIT
HARFORD & NEW MILFORD TOWNSHIPS, SUSQUEHANNA COUNTY
COMMONWEALTH OF PENNSYLVANIA**

WHEREAS, SOUTHWESTERN ENERGY PRODUCTION COMPANY, an Arkansas corporation authorized to conduct business in the Commonwealth of Pennsylvania, hereinafter referred to as "SEPCO," is record owner of all of those oil and gas leases identified in Exhibit "A" to this Amended Declaration of Pooling, hereinafter "Leases;" and,

WHEREAS, the tracts of land subject to the Leases have been represented by the lessors therein to constitute the aggregate number of acres of land in the Township(s) and County(ies), Pennsylvania, as set forth in Exhibit "A" to this Amended Declaration of Pooling; and,

WHEREAS, SEPCO is authorized under the terms of the Leases to pool and/or unitize the lands covered thereby, or parts thereof, with other lands and leases to form drilling units for the drilling, development and production of oil and gas therefrom; and,

WHEREAS, by Declaration of Pooling dated effective July 1, 2012, SEPCO pooled and combined those certain oil and gas leases listed in Exhibit "A," attached thereto, such declaration being recorded on July 10, 2012, among the records of Susquehanna County, Pennsylvania as Instrument No. 201208209, and hereinafter referred to as the "Original Declaration of Pooling;" and,

WHEREAS, by Amended Declaration of Pooling dated effective April 1, 2013 and recorded on April 10, 2013, as Instrument No. 201304480, SEPCO did amend the Original Declaration of Pooling; and,

WHEREAS, by Amended Declaration of Pooling dated effective January 11, 2013 and recorded on June 7, 2013, as Instrument No. 201307127, SEPCO did amend the previous Amended Declaration of Pooling; and,

WHEREAS, by Amended Declaration of Pooling dated effective January 11, 2013 and recorded on October 16, 2013, as Instrument No. 201313203, SEPCO did amend the previous Amended Declaration of Pooling; and,

WHEREAS, SEPCO believes it is necessary or advisable to increase the size of the unit by including additional leases, or portions thereof, in the Innes South Gas Unit in order to properly develop the premises and promote the conservation of oil and gas thereunder; and

WHEREAS, SEPCO, as authorized under the terms of the Leases and its rights as operator of the Innes South Gas Unit, has surveyed the unit boundary and the boundaries of the internal tracts comprising the Innes South Gas Unit through the services of a professional land surveyor in order to better determine the acreage and interest attributable to each or portions of each Lease pooled herein.

NOW, THEREFORE, for and in consideration of the premises and pursuant to the authority set forth in said Leases, SEPCO does hereby declare, pool, unitize and combine said Leases or portions thereof, into a single pool containing the aggregate number of acres identified in Exhibit "A," the boundary of which is depicted in red on the plat identified as Exhibit "B," attached hereto and made a part hereof, for the drilling, development, and production of oil and/or gas therefrom as to all formations and depths. To the extent of any inconsistency between the information contained in Exhibit "A" and that depicted in Exhibit "B," the

information in Exhibit "A" shall supersede and control.

This Amended Declaration of Pooling shall supersede and replace the Original Declaration of Pooling and Amended Declarations of Pooling effective as of the date identified in Exhibit "A" hereof. The unit created by this Amended Declaration of Pooling shall be and the same is hereby designated as the name set forth in Exhibit "A."

This Amended Declaration of Pooling is made without prejudice to the rights of SEPCO to amend, restate, increase, reduce and otherwise change or adjust the pool declared hereby from time to time as SEPCO determines to be necessary or convenient to the proper development of the affected reservoir.

IN WITNESS WHEREOF, SEPCO, acting by and through its duly authorized representative, has executed this Amended Declaration of Pooling which shall be effective as of November 1, 2013.

Southwestern Energy Production Company

By: 

Jim R. Dewbre

Its: Sr. Vice President - Land

WJ
BA

ACKNOWLEDGMENT BY CORPORATION

State of Texas :
 : SS:
County of Harris :

On this, the 1st day of December, 2013, before me Keisha M. Paul
the undersigned officer, personally appeared Jim E. Dawhce, who acknowledged
himself to be the Sr. Vice President - Land of Southwestern Energy Production
Company, a corporation, and that he as such officer, being authorized to do so,
executed the foregoing instrument for the purposes therein contained by signing the
name of the corporation by himself as Sr. Vice President - Land.

In Witness Whereof, I hereunto set my hand and Notarial seal.

Keisha M. Paul
Notary Public

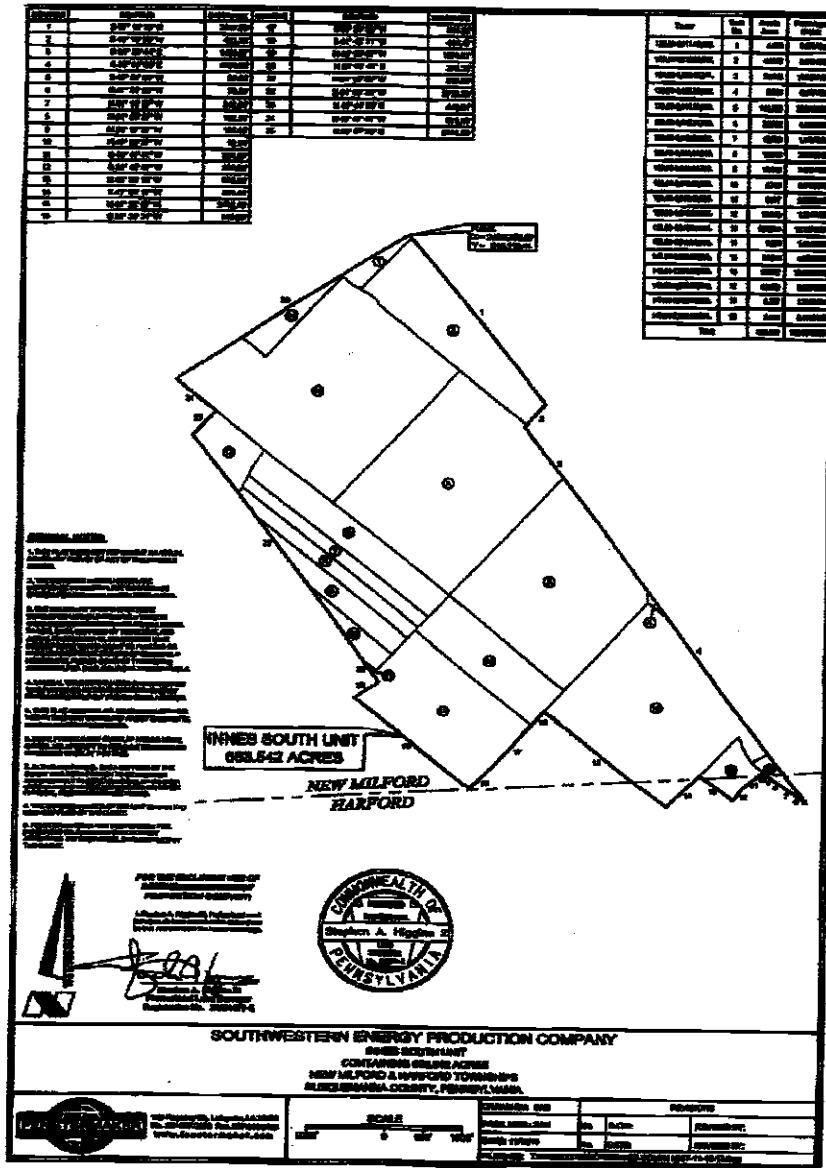
My commission expires:



EXHIBIT "A"
Attached to and made a part of that certain Amended Declaration of Pooling effective November 1, 2013
Innera South Gas Unit
Harford and New Milford Townships, Susquehanna County, Pennsylvania

Number on Map	Lease No.	Original Lessor	Original Lessee	Lease Date	Recording Date	Recording Information	Tax Parcel ID	Acres in Pooling Unit
1	31457/000	HOLUB, BEVERLY J & EDWARD C	ELEXCO LAND SERVICES INC	12/14/2007	1/29/2008	200802096	128.00-1-011.02	4.500
2	32266/000	MALONES, MARY L & JAMES C	SOUTHWESTERN ENERGY PRODUCTION COMPANY	3/27/2010	3/27/2010	201003794	128.00-1-021.00	45.196
3	31416/000	COBORN, RICHARD & BLAINE	ELEXCO LAND SERVICES INC	10/17/2007	1/7/2007	200723821	128.00-1-058.00	90.646
4	31788/000	JENNINGS, BECKHA	ELEXCO LAND SERVICES INC	8/29/2009	10/19/2009	200915411	128.00-1-058.02	0.514
5	31081/000	SOUTH NEW MILFORD BAPTIST CHURCH	ELEXCO LAND SERVICES INC	11/17/2007	12/21/2007	200718484	128.00-1-044.00	311.883
6	31780/000	H, ARTHUR WILLARD TRUST	ELEXCO LAND SERVICES INC	8/17/2009	10/19/2009	200914980	128.00-1-045.01	29.782
7	31784/000	ERRER, ROY E	ELEXCO LAND SERVICES INC	8/17/2009	10/19/2009	200913449	128.00-1-045.03	37.936
8	31789/000	STRELECKI, STEPHEN	ELEXCO LAND SERVICES INC	8/18/2009	9/23/2009	200914269	128.00-1-045.04	18.310
9	31786/000	OWADZINSKI, DOMINICK & DENISE M	ELEXCO LAND SERVICES INC	8/18/2009	9/23/2009	200914259	128.00-1-045.05	31.869
10	13849/000	ZUPANOVICH, ROBERT A	ELEXCO LAND SERVICES INC	8/20/2009	11/19/2009	200927037	128.00-1-045.07	9.709
11	32041/000	WILDRISAL, WILLIAM H & CAROL L	ELEXCO LAND SERVICES INC	9/21/2010	9/19/2010	201006277	128.00-1-048.08	9.377
12	11907/000	KAJER, SUSAN ANN & JAMES A	ELEXCO LAND SERVICES INC	12/18/2009	4/8/2010	201004853	128.00-1-046.00	11.845
13	70033/000	ALEXANDER, DAVID	SOUTHWESTERN ENERGY PRODUCTION COMPANY	9/29/2011	10/21/2011	201112959	128.00-1-047.00	117.069
14	10507/000	INLIX, FRANKLIN R	ELEXCO LAND SERVICES INC	7/02/2007	8/26/2007	200708372	128.00-1-049.00	7.551
15	70034/000	ELMER, HERBERT W ELSE	SOUTHWESTERN ENERGY PRODUCTION COMPANY	10/24/2011	11/7/2011	201114971	147.00-1-003.00	80.051
16	10507/000	KUMER, THOMAS	ELEXCO LAND SERVICES INC	7/02/2007	8/26/2007	200718690	147.00-1-009.00	92.047
17	70035/000	KUMER, JEFFREY	SOUTHWESTERN ENERGY PRODUCTION COMPANY	10/24/2011	11/7/2011	201114671	147.00-2-012.00	55.491
18	11091/000	BRUNELLE, MARTHA MERYAN	ELEXCO LAND SERVICES INC	11/14/2007	12/21/2007	200718690	147.00-1-009.00	92.047
19	70036/000	FENNINGS, RONALD J	SOUTHWESTERN ENERGY PRODUCTION COMPANY	10/24/2011	11/7/2011	201114671	147.00-2-012.00	55.491
20	71344/000	BRUNELLE, MARTHA MERYAN	SOUTHWESTERN ENERGY PRODUCTION COMPANY	9/19/2009	3/1/2010	201002553	147.00-2-022.01	8.197
21	71342/000	FISHER, SALLY FISHER	FORTUNA ENERGY INC	9/19/2009	3/1/2010	201002549	147.00-2-022.00	2.659
22	71342/000	FRASER, DORREN M	FORTUNA ENERGY INC	9/19/2009	3/1/2010	201002549	147.00-2-022.00	2.659
							Total:	683.843

Exhibit "B"
Attached to and made a part of that certain Amended Declaration of Pooling
Effective November 1, 2015
Itines South Gas Unit



MARY F. EVANS
Register of Wills - Recorder of Deeds
Clerk of Orphans' Court Division
Court of Common Pleas of Susquehanna County
PO BOX 218
MONTROSE, PA 18801-0218
(570) 278-4600



SUSQUEHANNA COUNTY COURT HOUSE
MONTROSE, PENNSYLVANIA

Instrument Number - 201504608
Recorded On 5/11/2015 At 3:18:20 PM
* Instrument Type - OIL POOLING
Invoice Number - 176056
* Grantor - SWN PRODUCTION COMPANY LLC
* Grantee - NOLAN, BEVERLY J
* Customer - SOUTHWESTERN ENERGY

* Total Pages - 6

*** FEES**

STATE WRIT TAX	\$0.50
RECORDING FEES -	\$78.00
RECORDER OF DEEDS	
COUNTY IMPROVEMENT FEE	\$2.00
RECORDER IMPROVEMENT FEE	\$3.00
TOTAL PAID	\$83.50

This is a certification page

DO NOT DETACH

This page is now part
of this legal document.

RETURN DOCUMENT TO:
SOUTHWESTERN ENERGY COMPANY
PO BOX 12359
SPRING, TX 77391

I hereby CERTIFY that this document is recorded in the
Recorder's Office of Susquehanna County, Pennsylvania.



Mary F. Evans
MARY F. EVANS
RECORDER OF DEEDS

* - Information denoted by an asterisk may change during
the verification process and may not be reflected on this page.



**AMENDED DECLARATION OF POOLING
INNES SOUTH GAS UNIT
HARFORD & NEW MILFORD TOWNSHIPS, SUSQUEHANNA COUNTY
COMMONWEALTH OF PENNSYLVANIA**

WHEREAS, SWN PRODUCTION COMPANY, LLC a Texas limited liability company authorized to conduct business in the Commonwealth of Pennsylvania, hereinafter referred to as "SEPCO," is record owner of all of those oil and gas leases identified in Exhibit "A" to this Amended Declaration of Pooling, hereinafter "Leases;" and,

WHEREAS, the tracts of land subject to the Leases have been represented by the lessors therein to constitute the aggregate number of acres of land in the Township(s) and County(ies), Pennsylvania, as set forth in Exhibit "A" to this Amended Declaration of Pooling; and,

WHEREAS, SEPCO is authorized under the terms of the Leases to pool and/or unitize the lands covered thereby, or parts thereof, with other lands and leases to form drilling units for the drilling, development and production of oil and gas therefrom; and,

WHEREAS, by Declaration of Pooling dated effective July 1, 2012, SEPCO pooled and combined those certain oil and gas leases listed in Exhibit "A," attached thereto, such declaration being recorded on July 10, 2012, among the records of Susquehanna County, Pennsylvania as Instrument No. 201208209, and hereinafter referred to as the "Original Declaration of Pooling;" and,

WHEREAS, by Amended Declaration of Pooling dated effective April 1, 2013 and recorded on April 10, 2013, as Instrument No. 201304480, SEPCO did amend the Original Declaration of Pooling; and,

WHEREAS, by Amended Declaration of Pooling dated effective January 11, 2013 and recorded on June 7, 2013, as Instrument No. 201307127, SEPCO did amend the previous Amended Declaration of Pooling; and,

WHEREAS, by Amended Declaration of Pooling dated effective January 11, 2013 and recorded on October 16, 2013, as Instrument No. 201313203, SEPCO did amend the previous Amended Declaration of Pooling; and,

WHEREAS, by Amended Declaration of Pooling dated effective November 1, 2013 and recorded on December 4, 2013, as Instrument No. 201315791, SEPCO did amend the previous Amended Declaration of Pooling; and,

WHEREAS, SEPCO has adjusted the unit size since the Amended Declaration of Pooling due to the acquisition of additional leases.

WHEREAS, SEPCO, as authorized under the terms of the Leases and its rights as operator of the Innes South Gas Unit, has surveyed the unit boundary and the boundaries of the internal tracts comprising the Innes South Gas Unit through the services of a professional land surveyor in order to better determine the acreage and interest attributable to each or portions of each Lease pooled herein.

NOW, THEREFORE, for and in consideration of the premises and pursuant to the authority set forth in said Leases, SEPCO does hereby declare, pool, unitize and combine said Leases or portions thereof, into a single pool containing the aggregate number of acres identified in Exhibit "A," the boundary of which is depicted in red on the plat identified as Exhibit "B," attached hereto and made a part hereof, for the drilling, development, and production of oil and/or gas therefrom as to all formations and depths. To the extent of any inconsistency between the information contained in Exhibit "A" and that depicted in Exhibit "B," the information in Exhibit "A" shall supersede and control.

This Amended Declaration of Pooling shall supersede and replace the Original Declaration of Pooling and Amended Declarations of Pooling effective as of the date identified in Exhibit "A" hereof. The unit created by this Amended Declaration of Pooling shall be and the same is hereby designated as the name set forth in Exhibit "A."


This Amended Declaration of Pooling is made without prejudice to the rights of SEPCO to amend, restate, increase, reduce and otherwise change or adjust the pool declared hereby from time to time as SEPCO determines to be necessary or convenient to the proper development of the affected reservoir.

IN WITNESS WHEREOF, SEPCO, acting by and through its duly authorized representative, has executed this Amended Declaration of Pooling which shall be effective as of May 1, 2015.

SWN Production Company, LLC

By: 

Jim R. Dewbre

Its: Sr. Vice President - Land 

ACKNOWLEDGMENT BY CORPORATION

State of Texas :
 : SS:
County of Harris :

On this, the 5th day of May, 2015, before me Krista M. Paul
the undersigned officer, personally appeared Jim R. Dewbre, who acknowledged
himself to be the Sr. Vice President - Land of SWN Production Company, LLC a Texas
limited liability company, and that he as such officer, being authorized to do so, executed
the foregoing instrument for the purposes therein contained by signing the name of the
corporation by himself as Sr. Vice President - Land.

In Witness Whereof, I hereunto set my hand and Notarial seal.

Krista M. Paul
Notary Public

My commission expires:



EXHIBIT "A"
Attached to and made a part of that certain Amended Declaration of Pooling effective May 1, 2015
Innes South Gas Unit

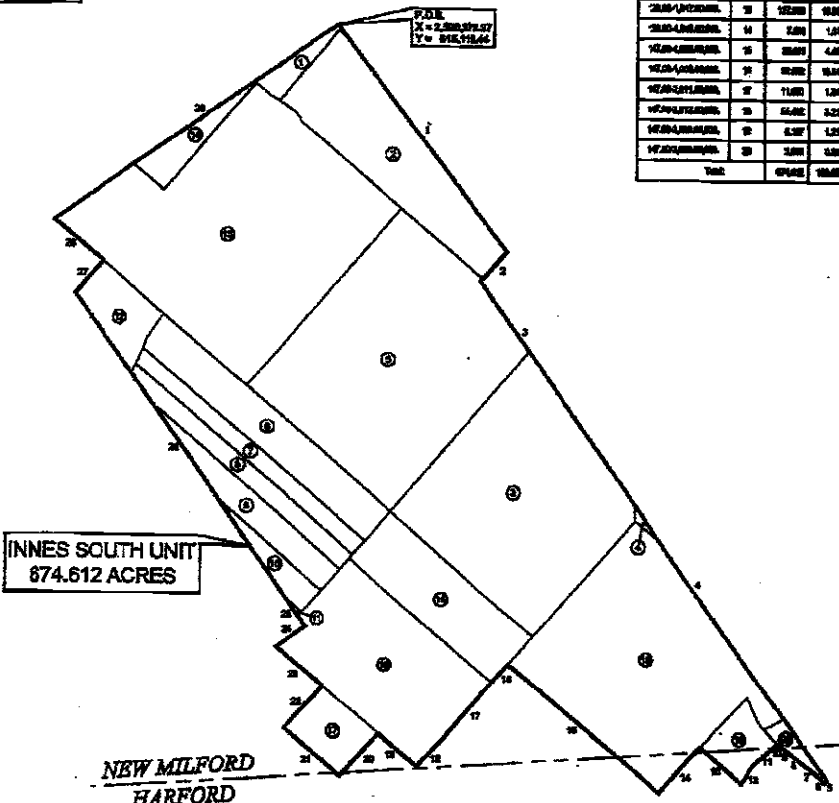
Harford and New Milford Townships, Susquehanna County, Pennsylvania

Number on Map	Lessee No.	Original Lessor	Original Lessee	Lease Date	Recording Date	Recording Information	Tax Parcel ID	Acres in Pooled Unit
1	111457/000	NOLAN, BEVERLY J & EDWARD C	ELEXCO LAND SERVICES INC	12/14/2007	1/29/2008	200808606	128.00-1,041.02	4.900
2	122669/000	WALKEMES, KAREN L & JAMES C	SOUTHWESTERN ENERGY PRODUCTION COMPANY	12/17/2010	12/27/2010	201023794	128.00-1,042.00	45.396
3	110476/000	OSBORNE, RICHARD & ELAINE	ELEXCO LAND SERVICES INC	10/17/2007	11/27/2007	200712821	128.00-1,098.00	90.645
4	117998/000	JENNINGS, GEORGIA	ELEXCO LAND SERVICES INC	8/29/2009	10/19/2009	200915411	128.00-1,038.02	0.514
5	110858/000	SOUTH NEW MILFORD BAPTIST CHURCH	ELEXCO LAND SERVICES INC	11/8/2007	12/21/2007	200719684	128.00-1,044.00	111.983
6	117890/000	J. ARTHUR BILLARD TRUST	ELEXCO LAND SERVICES INC	8/17/2009	10/5/2009	200914983	128.00-1,045.01	29.782
7	117849/000	EGNER, ROY E	ELEXCO LAND SERVICES INC	8/10/2009	8/31/2009	200919442	128.00-1,045.03	12.926
8	117889/000	STRZELECKI, STEPHEN	ELEXCO LAND SERVICES INC	8/18/2009	9/23/2009	200924266	128.00-1,045.04	13.310
9	117849/000	GWAZDOWSKI, DOMINICK & DENISE M	ELEXCO LAND SERVICES INC	8/10/2009	9/23/2009	200914258	128.00-1,045.05	13.869
10	118569/000	ZUPANOVICH, ROBERT A	ELEXCO LAND SERVICES INC	10/28/2009	11/16/2009	200917087	128.00-1,045.07	5.790
11	120485/000	BUKOWSKI, JOHN	ELEXCO LAND SERVICES INC	5/21/2010	6/8/2010	201008277	128.00-1,045.08	0.177
		WILDERSON, WILLIAM H & CAROL L						
		SAGER, SUSAN ANN & JAMES A						
		ALEXANDER, ROBERT F SR & CHERYL						
12	119073/000	ALEXANDER, DAVID	ELEXCO LAND SERVICES INC	12/19/2009	4/5/2010	201004653	128.00-1,046.00	11.645
13	700395/000	INNES, FRANKLIN R	SOUTHWESTERN ENERGY PRODUCTION COMPANY	9/29/2011	10/21/2011	201112998	128.00-1,047.00	127.089
		KILMER, HERBERT & ELSIE						
		KILMER, THOMAS						
14	109027/000	KILMER, JEFFREY	ELEXCO LAND SERVICES INC	7/12/2007	8/24/2007	200709272	128.00-1,049.00	7.531
15	700349/000	BRUNELLE, MARTHA MELVAN	SOUTHWESTERN ENERGY PRODUCTION COMPANY	10/26/2011	12/7/2011	201114971	147.00-1,008.00	80.051
		JENNINGS, RONALD J						
16	110918/000	JENNINGS, KETTR D	ELEXCO LAND SERVICES INC	11/14/2007	12/21/2007	200719690	147.00-1,009.00	92.052
17	114340/000	HORN, M CONSTANCE	ELEXCO LAND SERVICES INC	7/18/2008	8/15/2008	200812354	147.00-2,011.00	11.070
18	700349/000	BRUNELLE, MARTHA MELVAN	SOUTHWESTERN ENERGY PRODUCTION COMPANY	10/29/2011	12/7/2011	201114971	147.00-2,012.00	55.402
19	718144/000	MORGAN, SALLY FISHER	FORTUNA ENERGY INC	9/19/2009	3/1/2010	201002552	147.00-2,022.01	8.197
20	713142/000	FISHER, DOREEN M	FORTUNA ENERGY INC	9/19/2009	3/1/2010	201002549	147.00-2,023.00	2.683
							Totals:	674.612

Exhibit "B"
 Attached to and made a part of that certain Amended Declaration of Pooling
 Effective May 1, 2015
 Innes South Gas Unit

COURSE	BEARING	DISTANCE	COURSE	BEARING	DISTANCE
1	S 87° 12' 30" E	398.20	27	S 20° 32' 20" W	398.20
2	S 87° 12' 30" W	495.33	28	S 47° 42' 31" W	495.33
3	S 34° 09' 47" E	108.87	29	S 47° 42' 31" W	108.87
4	S 20° 32' 20" W	398.20	30	N 49° 22' 30" E	398.20
5	S 47° 42' 31" W	495.33	31	N 49° 22' 30" E	495.33
6	N 47° 42' 31" W	72.29	32	N 47° 42' 31" W	72.29
7	N 47° 42' 31" W	268.27	33	N 20° 32' 20" E	268.27
8	N 47° 42' 31" W	158.17	34	N 20° 32' 20" E	158.17
9	N 47° 42' 31" W	158.27	35	N 30° 47' 41" E	158.27
10	N 47° 42' 31" W	158.27	36	N 30° 47' 41" E	158.27
11	S 87° 47' 47" W	398.20	37	N 47° 42' 31" W	398.20
12	S 20° 32' 20" W	398.20	38	N 47° 42' 31" W	398.20
13	N 47° 42' 31" W	398.20			
14	S 87° 47' 47" W	398.20			
15	N 47° 42' 31" W	398.20			
16	S 20° 32' 20" W	398.20			

Tract No.	Tract Ac.	Acres	Percentage of Unit
SWN-LOUISIANA 1	4.80	0.0056	
SWN-LOUISIANA 2	4.80	0.0056	
SWN-LOUISIANA 3	4.80	0.0056	
SWN-LOUISIANA 4	4.80	0.0056	
SWN-LOUISIANA 5	11.80	0.0138	
SWN-LOUISIANA 6	3.00	0.0035	
SWN-LOUISIANA 7	3.00	0.0035	
SWN-LOUISIANA 8	3.00	0.0035	
SWN-LOUISIANA 9	3.00	0.0035	
SWN-LOUISIANA 10	3.00	0.0035	
SWN-LOUISIANA 11	3.00	0.0035	
SWN-LOUISIANA 12	3.00	0.0035	
SWN-LOUISIANA 13	3.00	0.0035	
SWN-LOUISIANA 14	3.00	0.0035	
SWN-LOUISIANA 15	3.00	0.0035	
SWN-LOUISIANA 16	3.00	0.0035	
SWN-LOUISIANA 17	3.00	0.0035	
SWN-LOUISIANA 18	3.00	0.0035	
SWN-LOUISIANA 19	3.00	0.0035	
SWN-LOUISIANA 20	3.00	0.0035	
SWN-LOUISIANA 21	3.00	0.0035	
SWN-LOUISIANA 22	3.00	0.0035	
SWN-LOUISIANA 23	3.00	0.0035	
SWN-LOUISIANA 24	3.00	0.0035	
SWN-LOUISIANA 25	3.00	0.0035	
SWN-LOUISIANA 26	3.00	0.0035	
SWN-LOUISIANA 27	3.00	0.0035	
SWN-LOUISIANA 28	3.00	0.0035	
SWN-LOUISIANA 29	3.00	0.0035	
SWN-LOUISIANA 30	3.00	0.0035	
SWN-LOUISIANA 31	3.00	0.0035	
SWN-LOUISIANA 32	3.00	0.0035	
SWN-LOUISIANA 33	3.00	0.0035	
SWN-LOUISIANA 34	3.00	0.0035	
SWN-LOUISIANA 35	3.00	0.0035	
SWN-LOUISIANA 36	3.00	0.0035	
SWN-LOUISIANA 37	3.00	0.0035	
SWN-LOUISIANA 38	3.00	0.0035	
SWN-LOUISIANA 39	3.00	0.0035	
SWN-LOUISIANA 40	3.00	0.0035	
SWN-LOUISIANA 41	3.00	0.0035	
SWN-LOUISIANA 42	3.00	0.0035	
SWN-LOUISIANA 43	3.00	0.0035	
SWN-LOUISIANA 44	3.00	0.0035	
SWN-LOUISIANA 45	3.00	0.0035	
SWN-LOUISIANA 46	3.00	0.0035	
SWN-LOUISIANA 47	3.00	0.0035	
SWN-LOUISIANA 48	3.00	0.0035	
SWN-LOUISIANA 49	3.00	0.0035	
SWN-LOUISIANA 50	3.00	0.0035	
SWN-LOUISIANA 51	3.00	0.0035	
SWN-LOUISIANA 52	3.00	0.0035	
SWN-LOUISIANA 53	3.00	0.0035	
SWN-LOUISIANA 54	3.00	0.0035	
SWN-LOUISIANA 55	3.00	0.0035	
SWN-LOUISIANA 56	3.00	0.0035	
SWN-LOUISIANA 57	3.00	0.0035	
SWN-LOUISIANA 58	3.00	0.0035	
SWN-LOUISIANA 59	3.00	0.0035	
SWN-LOUISIANA 60	3.00	0.0035	
SWN-LOUISIANA 61	3.00	0.0035	
SWN-LOUISIANA 62	3.00	0.0035	
SWN-LOUISIANA 63	3.00	0.0035	
SWN-LOUISIANA 64	3.00	0.0035	
SWN-LOUISIANA 65	3.00	0.0035	
SWN-LOUISIANA 66	3.00	0.0035	
SWN-LOUISIANA 67	3.00	0.0035	
SWN-LOUISIANA 68	3.00	0.0035	
SWN-LOUISIANA 69	3.00	0.0035	
SWN-LOUISIANA 70	3.00	0.0035	
SWN-LOUISIANA 71	3.00	0.0035	
SWN-LOUISIANA 72	3.00	0.0035	
SWN-LOUISIANA 73	3.00	0.0035	
SWN-LOUISIANA 74	3.00	0.0035	
SWN-LOUISIANA 75	3.00	0.0035	
SWN-LOUISIANA 76	3.00	0.0035	
SWN-LOUISIANA 77	3.00	0.0035	
SWN-LOUISIANA 78	3.00	0.0035	
SWN-LOUISIANA 79	3.00	0.0035	
SWN-LOUISIANA 80	3.00	0.0035	
SWN-LOUISIANA 81	3.00	0.0035	
SWN-LOUISIANA 82	3.00	0.0035	
SWN-LOUISIANA 83	3.00	0.0035	
SWN-LOUISIANA 84	3.00	0.0035	
SWN-LOUISIANA 85	3.00	0.0035	
SWN-LOUISIANA 86	3.00	0.0035	
SWN-LOUISIANA 87	3.00	0.0035	
SWN-LOUISIANA 88	3.00	0.0035	
SWN-LOUISIANA 89	3.00	0.0035	
SWN-LOUISIANA 90	3.00	0.0035	
SWN-LOUISIANA 91	3.00	0.0035	
SWN-LOUISIANA 92	3.00	0.0035	
SWN-LOUISIANA 93	3.00	0.0035	
SWN-LOUISIANA 94	3.00	0.0035	
SWN-LOUISIANA 95	3.00	0.0035	
SWN-LOUISIANA 96	3.00	0.0035	
SWN-LOUISIANA 97	3.00	0.0035	
SWN-LOUISIANA 98	3.00	0.0035	
SWN-LOUISIANA 99	3.00	0.0035	
SWN-LOUISIANA 100	3.00	0.0035	

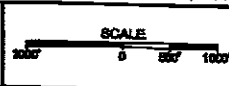


GENERAL NOTES:
 1. THIS SURVEY WAS CONDUCTED IN ACCORDANCE WITH THE PENNSYLVANIA SURVEYING ACT OF 1980.
 2. THE BOUNDARIES SHOWN ON THIS SURVEY ARE BASED ON THE DATA PROVIDED BY THE CLIENT AND THE SURVEYOR'S FIELD NOTES.
 3. THE SURVEYOR HAS CONDUCTED A VISUAL INSPECTION OF THE SURVEYED AREAS AND HAS FOUND NO EVIDENCE OF ANY ENCUMBRANCES OR OTHER INTERESTS AFFECTING THE SURVEYED AREAS.

FOR THE EXCLUSIVE USE OF
SWN PRODUCTION COMPANY, LLC
 Stephen A. Higgins II
 Professional Land Surveyor
 Registration No. 512477-E
 5-20-15



SWN PRODUCTION COMPANY, LLC
 INNES SOUTH UNIT
 CONTAINING 874.612 ACRES
 NEW MILFORD & HARFORD TOWNSHIPS
 SUBCUSHANNA COUNTY, PENNSYLVANIA



PROJ. NO.	DATE	REVISION
PROJ. NO.: SAH	DATE: 04/20/15	REVISION BY: SAH
DATE: 11/18/15	DATE: 08/11/15	REVISION BY: SAH
FILENAME: T:\2015\20150808\INNES SOUTH UNIT-05-01-15.dwg		

MARY F. EVANS
Register of Wills - Recorder of Deeds
Clerk of Orphans' Court Division
Court of Common Pleas of Susquehanna County
PO BOX 218
MONTROSE, PA 18801-0218
(570) 278-4690



SUSQUEHANNA COUNTY COURT HOUSE
MONTROSE, PENNSYLVANIA

Instrument Number - 201505727
Recorded On 6/12/2015 At 3:38:34 PM
* Instrument Type - OIL POOLING
Invoice Number - 177136
* Grantor - SWN PRODUCTION COMPANY LLC
* Grantee - NOLAN, BEVERLY J
* Customer - SOUTHWESTERN ENERGY

* Total Pages - 5

*** FEES**

STATE WRIT TAX	\$0.50
RECORDING FEES -	\$63.50
RECORDER OF DEEDS	
COUNTY IMPROVEMENT FEE	\$2.00
RECORDER IMPROVEMENT FEE	\$3.00
TOTAL PAID	\$69.00

This is a certification page

DO NOT DETACH

This page is now part
of this legal document.

RETURN DOCUMENT TO:
SWN PRODUCTION COMPANY LLC
PO BOX 12369
SPRING, TX 77391
ATTN: MELISSA JACKSON

I hereby CERTIFY that this document is recorded in the
Recorder's Office of Susquehanna County, Pennsylvania.



Mary F. Evans
MARY F. EVANS
RECORDER OF DEEDS

* - Information denoted by an asterisk may change during
the verification process and may not be reflected on this page.



**CORRECTED AMENDED DECLARATION OF POOLING
INNES SOUTH GAS UNIT
NEW MILFORD AND HARFORD TOWNSHIPS, SUSQUEHANNA COUNTY
COMMONWEALTH OF PENNSYLVANIA**

WHEREAS, SWN PRODUCTION COMPANY, LLC, a Texas limited liability company authorized to conduct business in the Commonwealth of Pennsylvania ("SEPCO"), filed of record an Amended Declaration of Pooling for the Innes South Gas Unit by instrument dated effective May 1, 2015 and recorded on May 11, 2015 as Instrument No. 201504608 in the records of the Susquehanna County Recorder's Office ("Amended Declaration of Pooling"), and;

WHEREAS, SEPCO has determined that there are errors associated with the above mentioned document, and SEPCO desires to correct such errors.

NOW, THEREFORE, for and in consideration of the premises:

1. SEPCO hereby changes the Amended Declaration of Pooling for the Innes South Gas Unit by replacing the original Exhibits "A" & "B" with the attached Exhibits "A" & "B".

This Corrected Amended Declaration of Pooling is made without prejudice to the rights of SEPCO to amend, restate, increase, reduce or otherwise change or adjust the pool heretofore declared (and hereby corrected) from time to time as SEPCO determines to be necessary or convenient to the proper development of the affected reservoir.

IN WITNESS WHEREOF, SEPCO, acting by and through its duly authorized representative, has executed this Corrected Amended Declaration of Pooling which shall be effective as of May 1, 2015.

SWN Production Company, LLC

By: 
Jim R. Dewbre
Its: Sr. V. P. of Land

WF
OF
2015

ACKNOWLEDGMENT BY COMPANY

State of Texas §
County of Harris §

On this, the 9th day of June, 2015, before me Krista M. Paul
the undersigned officer, personally appeared Jim R. Dewbre, who acknowledged
himself to be the Sr. V. P. of Land of SWN Production Company, LLC, a Texas limited
liability company, and that he as such officer, being authorized to do so, executed the
foregoing instrument for the purposes therein contained by signing the name of the
company by himself as Sr. VP of Land.

In Witness Whereof, I hereunto set my hand and Notarial seal.

Krista M. Paul
Notary Public

My commission expires:



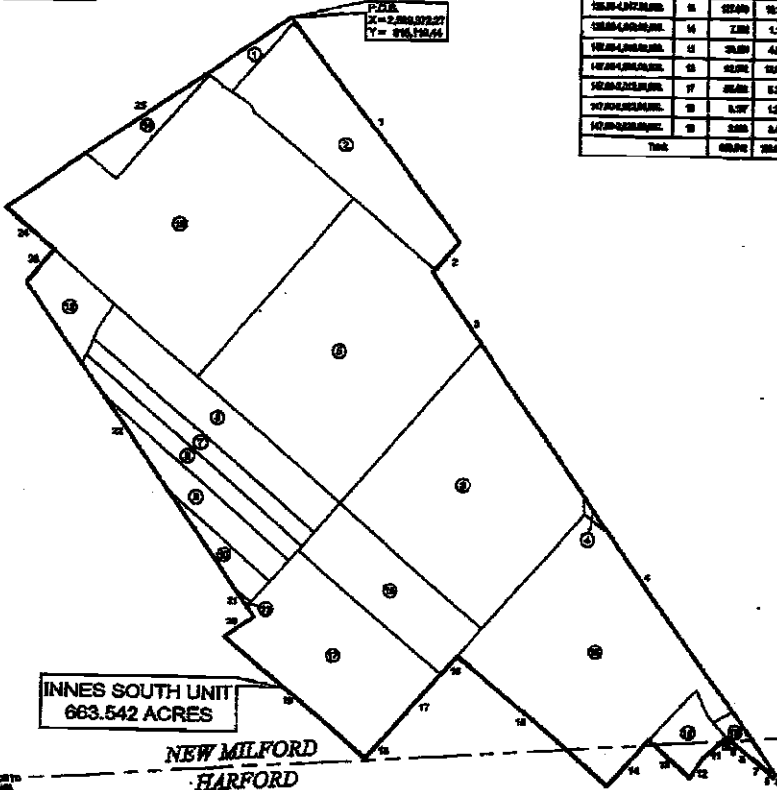
EXHIBIT "A"
Attached to and made a part of that certain Corrected Amended Declaration of Pooling effective May 1, 2015
Innes South Gas Unit
Hanford and New Milford Townships, Susquehanna County, Pennsylvania

Number on Map	Lease No.	Original Lessor	Original Lessee	Lease Date	Recording Date	Recording Information	Tax Parcel ID	Acres in Pooled Unit
1	111457/000	NOLAN, BEVERLY J & EDWARD C	ELEXCO LAND SERVICES INC	12/14/2007	1/23/2008	200800806	128.00-1,011.02	4.500
2	122663/000	MALKEMES, KAREN L & JAMES C	SOUTHWESTERN ENERGY PRODUCTION COMPANY	12/17/2010	12/17/2010	201023734	128.00-1,012.00	45.396
3	130476/000	OSBORNE, RICHARD & ELAINE	ELEXCO LAND SERVICES INC	10/17/2007	11/27/2007	200712821	128.00-1,038.00	50.645
4	117938/000	JENNINGS, GEORGIA	ELEXCO LAND SERVICES INC	8/29/2009	10/19/2009	200915411	128.00-1,098.02	0.514
5	110859/000	SOUTH NEW MILFORD BAPTIST CHURCH	ELEXCO LAND SERVICES INC	11/8/2007	12/21/2007	200713684	128.00-1,044.00	111.983
6	117890/000	J. ARTHUR BULLARD TRUST	ELEXCO LAND SERVICES INC	8/17/2009	10/5/2009	200914983	128.00-1,045.01	29.782
7	117848/000	ESNER, ROY E	ELEXCO LAND SERVICES INC	8/19/2009	8/31/2009	200913442	128.00-1,045.08	12.926
8	117889/000	STRZELECI, STEPHEN	ELEXCO LAND SERVICES INC	8/18/2009	9/23/2009	200914266	128.00-1,045.04	13.310
9	117849/000	GWIĄZDOWSKI, DOMINICK & DENISE M	ELEXCO LAND SERVICES INC	8/10/2009	9/23/2009	200914258	128.00-1,045.05	13.869
10	118569/000	ZUPANOVICH, ROBERT A	ELEXCO LAND SERVICES INC	10/28/2009	11/16/2009	200917037	128.00-1,045.07	5.790
11	120485/000	BUKOWSKI, JOHN	ELEXCO LAND SERVICES INC	5/21/2010	6/8/2010	201008277	128.00-1,045.08	0.177
		WILDERSON, WILLIAM H & CAROL L						
		SAGER, SUSAN ANN & JAMES A						
12	119073/000	ALEXANDER, ROBERT F SR & CHERYL	ELEXCO LAND SERVICES INC	12/19/2009	4/5/2010	201004653	128.00-1,046.00	11.645
13	700935/000	ALEXANDER, DAVID	SOUTHWESTERN ENERGY PRODUCTION COMPANY	9/29/2011	10/21/2011	201112939	128.00-1,047.00	127.089
		INNES, FRANKLIN R						
		KILMER, HERBERT & ELSIE						
14	109027/000	KILMER, THOMAS	ELEXCO LAND SERVICES INC	7/12/2007	8/24/2007	200709272	128.00-1,049.00	7.531
15	700949/000	KILMER, JEFFREY	SOUTHWESTERN ENERGY PRODUCTION COMPANY	10/26/2011	12/17/2011	201114973	147.00-1,008.00	30.051
		BRUNELLE, MARTHA MELYAN						
		JENNINGS, RONALD J						
16	110918/000	KILMER, THOMAS	ELEXCO LAND SERVICES INC	11/14/2007	12/21/2007	200719690	147.00-1,009.00	92.052
17	700949/000	JENNINGS, KEITH D	SOUTHWESTERN ENERGY PRODUCTION COMPANY	10/26/2011	12/17/2011	201114971	147.00-2,012.00	55.402
18	713144/000	BRUNELLE, MARTHA MELYAN	FORTUNA ENERGY INC	9/19/2009	3/1/2010	201002552	147.00-2,022.01	8.197
19	713142/000	MORGAN, SALLY FISHER	FORTUNA ENERGY INC	9/19/2009	3/1/2010	201002549	147.00-2,023.00	2.669
		FISHER, DOREEN M						
							Total:	663.542

Exhibit "B"
 Attached to and made a part of that certain Corrected Amended Declaration
 of Pooling
 Effective May 1, 2015
 Innes South Gas Unit

COURSE	BEARING	DISTANCE	COURSE	BEARING	DISTANCE
1	S 82° 02' 00" E	387.89	17	S 28° 00' 00" W	458.22
2	S 49° 02' 00" W	423.24	18	S 41° 42' 00" W	458.21
3	S 24° 00' 00" E	1403.89	19	N 48° 00' 00" W	392.71
4	S 23° 00' 00" E	863.89	20	N 82° 00' 00" E	458.20
5	S 49° 02' 00" W	38.82	21	N 24° 00' 00" W	458.20
6	N 49° 02' 00" W	73.89	22	N 24° 00' 00" W	373.70
7	N 87° 00' 00" W	242.89	23	N 49° 00' 00" E	458.21
8	N 27° 00' 00" W	398.11	24	N 49° 00' 00" W	458.21
9	N 27° 00' 00" W	498.20	25	N 49° 00' 00" E	458.21
10	N 49° 00' 00" W	73.84			
11	S 49° 00' 00" W	458.20			
12	S 23° 00' 00" W	458.20			
13	S 49° 00' 00" W	458.20			
14	S 41° 00' 00" W	458.20			
15	N 49° 00' 00" W	2514.87			
16	N 0° 00' 00" W	385.80			

TRACT	Tract No.	Acres	Percentage of Unit
TRACT-1	1	6.89	1.036%
TRACT-2	2	42.89	6.428%
TRACT-3	3	18.89	2.812%
TRACT-4	4	12.89	1.928%
TRACT-5	5	11.89	1.772%
TRACT-6	6	18.89	2.812%
TRACT-7	7	18.89	2.812%
TRACT-8	8	12.89	1.928%
TRACT-9	9	18.89	2.812%
TRACT-10	10	18.89	2.812%
TRACT-11	11	18.89	2.812%
TRACT-12	12	18.89	2.812%
TRACT-13	13	18.89	2.812%
TRACT-14	14	18.89	2.812%
TRACT-15	15	18.89	2.812%
TRACT-16	16	18.89	2.812%
TRACT-17	17	18.89	2.812%
TRACT-18	18	18.89	2.812%
TRACT-19	19	18.89	2.812%
TRACT-20	20	18.89	2.812%
TRACT-21	21	18.89	2.812%
TRACT-22	22	18.89	2.812%
TRACT-23	23	18.89	2.812%
TRACT-24	24	18.89	2.812%
TRACT-25	25	18.89	2.812%
TRACT-26	26	18.89	2.812%
TRACT-27	27	18.89	2.812%
TRACT-28	28	18.89	2.812%
TRACT-29	29	18.89	2.812%
TRACT-30	30	18.89	2.812%
TRACT-31	31	18.89	2.812%
TRACT-32	32	18.89	2.812%
TRACT-33	33	18.89	2.812%
TRACT-34	34	18.89	2.812%
TRACT-35	35	18.89	2.812%
TRACT-36	36	18.89	2.812%
TRACT-37	37	18.89	2.812%
TRACT-38	38	18.89	2.812%
TRACT-39	39	18.89	2.812%
TRACT-40	40	18.89	2.812%
TRACT-41	41	18.89	2.812%
TRACT-42	42	18.89	2.812%
TRACT-43	43	18.89	2.812%
TRACT-44	44	18.89	2.812%
TRACT-45	45	18.89	2.812%
TRACT-46	46	18.89	2.812%
TRACT-47	47	18.89	2.812%
TRACT-48	48	18.89	2.812%
TRACT-49	49	18.89	2.812%
TRACT-50	50	18.89	2.812%
TRACT-51	51	18.89	2.812%
TRACT-52	52	18.89	2.812%
TRACT-53	53	18.89	2.812%
TRACT-54	54	18.89	2.812%
TRACT-55	55	18.89	2.812%
TRACT-56	56	18.89	2.812%
TRACT-57	57	18.89	2.812%
TRACT-58	58	18.89	2.812%
TRACT-59	59	18.89	2.812%
TRACT-60	60	18.89	2.812%
TRACT-61	61	18.89	2.812%
TRACT-62	62	18.89	2.812%
TRACT-63	63	18.89	2.812%
TRACT-64	64	18.89	2.812%
TRACT-65	65	18.89	2.812%
TRACT-66	66	18.89	2.812%
TRACT-67	67	18.89	2.812%
TRACT-68	68	18.89	2.812%
TRACT-69	69	18.89	2.812%
TRACT-70	70	18.89	2.812%
TRACT-71	71	18.89	2.812%
TRACT-72	72	18.89	2.812%
TRACT-73	73	18.89	2.812%
TRACT-74	74	18.89	2.812%
TRACT-75	75	18.89	2.812%
TRACT-76	76	18.89	2.812%
TRACT-77	77	18.89	2.812%
TRACT-78	78	18.89	2.812%
TRACT-79	79	18.89	2.812%
TRACT-80	80	18.89	2.812%
TRACT-81	81	18.89	2.812%
TRACT-82	82	18.89	2.812%
TRACT-83	83	18.89	2.812%
TRACT-84	84	18.89	2.812%
TRACT-85	85	18.89	2.812%
TRACT-86	86	18.89	2.812%
TRACT-87	87	18.89	2.812%
TRACT-88	88	18.89	2.812%
TRACT-89	89	18.89	2.812%
TRACT-90	90	18.89	2.812%
TRACT-91	91	18.89	2.812%
TRACT-92	92	18.89	2.812%
TRACT-93	93	18.89	2.812%
TRACT-94	94	18.89	2.812%
TRACT-95	95	18.89	2.812%
TRACT-96	96	18.89	2.812%
TRACT-97	97	18.89	2.812%
TRACT-98	98	18.89	2.812%
TRACT-99	99	18.89	2.812%
TRACT-100	100	18.89	2.812%
Total	663.542	100.000%	



GENERAL NOTES:
 1. THE BOUNDARIES SHOWN HEREON ARE BASED UPON THE RECORDS OF THE OFFICE OF THE COUNTY RECORDER, HARRISBURG, PENNSYLVANIA.
 2. THE BOUNDARIES SHOWN HEREON ARE BASED UPON THE RECORDS OF THE OFFICE OF THE COUNTY RECORDER, HARRISBURG, PENNSYLVANIA.
 3. THE BOUNDARIES SHOWN HEREON ARE BASED UPON THE RECORDS OF THE OFFICE OF THE COUNTY RECORDER, HARRISBURG, PENNSYLVANIA.



FOR THE EXCLUSIVE USE OF SWN PRODUCTION COMPANY, LLC.
 I, Stephen A. Higgins, Registered Professional Land Surveyor, do hereby certify that the above is a true and correct copy of the original records on file in my office.
 Stephen A. Higgins
 Registration No. 812447-E



SWN PRODUCTION COMPANY, LLC
 INNES SOUTH UNIT
 CONTAINING 663.542 ACRES
 NEW MILFORD & HARFORD TOWNSHIPS
 SUSQUEHANNA COUNTY, PENNSYLVANIA



BY	DATE	FOR	DATE
DRIVEN BY: GAB		REVISION:	
PLOTTED BY: SWN	No.	DATE: MM/YY	REVISION BY: SWN
DATE: 01/15/15	No.	DATE	REVISION BY:
FILENAME: TRACTS01-100-INNES SOUTH UNIT-05-01-15.dwg			

EXHIBIT "7"

NETWORK DEPOSITION SERVICES
Transcript of Adam Briggs

1

IN THE COURT OF COMMON PLEAS
OF SUSQUEHANNA COUNTY, PENNSYLVANIA

ADAM BRIGGS, PAULA BRIGGS,) CIVIL ACTION - LAW
his wife, JOSHUA BRIGGS,)
SARAH H. BRIGGS,)
Plaintiffs,)
v.)
SOUTH WESTERN ENERGY)
PRODUCTION COMPANY,) NO: 2015-1253
Defendant.)

Deposition of Adam Briggs

Monday, September 12, 2016

The deposition of Adam Briggs, called as a witness by the Defendant, pursuant to notice and the Pennsylvania Rules of Civil Procedure pertaining to the taking of depositions, taken before me, the undersigned, Christine A. Messner, a Notary Public in and for the Commonwealth of Pennsylvania, at 65 Public Avenue, Montrose, Pennsylvania 18801, commencing at 10:05 a.m., the day and date above set forth.

NETWORK DEPOSITION SERVICES
1101 GULF TOWER
707 GRANT STREET
PITTSBURGH, PENNSYLVANIA 15219
412-281-7908

ORIGINAL

Johnstown - Erie - Pittsburgh - Greensburg - Harrisburg
866-565-1929

NETWORK DEPOSITION SERVICES
Transcript of Adam Briggs

18

1 to or any type of, you know, was there any type of
2 website or some type of company that --

3 A Marcellus, I think Marcellusshale.org and I read
4 some other stuff. I can't remember which things I went
5 on, but I did read some other stuff about it too; how
6 it's extracted. That and just living in this area I
7 educated myself with how it's extracted.

8 Q Okay. Have you conducted any tests specifically
9 with regard to this extraction issue?

10 A Me, myself?

11 Q Yes.

12 A Done any tests?

13 Q Yes.

14 A No.

15 Q Okay. Have you hired any person or entity to
16 perform tests to substantiate this extraction of gas by
17 Southwestern?

18 A Just whatever Larry had done.

19 Q Okay. But there's no scientific test? You
20 didn't hire anybody to do any scientific test --

21 A No.

22 Q -- at the property? No?

23 A No.

24 Q Has Southwestern drilled any wells on your
25 property?

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NETWORK DEPOSITION SERVICES
Transcript of Adam Briggs

19

1 A No.

2 Q Has Southwestern drilled any boreholes on your
3 property?

4 A No.

5 Q Has Southwestern constructed a well pad on your
6 property?

7 A No.

8 Q Has Southwestern made any improvements on your
9 property?

10 A No.

11 Q Has Southwestern disturbed any earth or timbered
12 any trees?

13 A No.

14 Q Okay. Has Southwestern ever placed any
15 equipment on your property?

16 A Not that I know of.

17 Q Does Southwestern have any rights-of-way for
18 ingress or egress over your property?

19 A Not that I know of.

20 Q Are you receiving any oil and gas royalties from
21 Southwestern for this 11.07-acre property?

22 A No, I am not.

23 Q Has Southwestern capped any wells previously
24 drilled on your property?

25 A No.

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EXHIBIT “8”

NETWORK DEPOSITION SERVICE
Transcript of Paula Briggs

IN THE COURT OF COMMON PLEAS
OF SUSQUEHANNA COUNTY, PENNSYLVANIA

ADAM BRIGGS, PAULA BRIGGS,)	CIVIL ACTION - LAW
his wife, JOSHUA BRIGGS,)	
SARAH H. BRIGGS,)	
Plaintiffs,)	
)	
v.)	
)	
SOUTH WESTERN ENERGY)	
PRODUCTION COMPANY,)	NO: 2015-1253
Defendant.)	

Deposition of Paula Briggs
Monday, September 12, 2016

The deposition of Paula Briggs, called as a witness by the Defendant, pursuant to notice and the Pennsylvania Rules of Civil Procedure pertaining to the taking of depositions, taken before me, the undersigned, Christine A. Messner, a Notary Public in and for the Commonwealth of Pennsylvania, at 65 Public Avenue, Montrose, Pennsylvania 18801, commencing at 10:45 a.m., the day and date above set forth.

NETWORK DEPOSITION SERVICES
1101 GULF TOWER
707 GRANT STREET
PITTSBURGH, PENNSYLVANIA 15219
412-281-7908

ORIGINAL

Johnstown - Erie - Pittsburgh - Greensburg - Harrisburg
866-565-1929

NETWORK DEPOSITION SERVICES
Transcript of Paula Briggs

12

1 that Southwestern is trespassing?

2 A No.

3 Q To the best of your knowledge has Southwestern
4 drilled any wells on your property?

5 A No.

6 Q Okay. Has Southwestern drilled any boreholes on
7 your property?

8 A It's not on our property.

9 Q Has Southwestern constructed a well pad on your
10 property?

11 A No.

12 Q Has Southwestern made any improvements on your
13 property?

14 A No.

15 Q Has Southwestern disturbed any earth or timbered
16 any trees on your property?

17 A No.

18 Q Has Southwestern ever placed any equipment on
19 your property?

20 A No, not to my knowledge.

21 MR. KELLY: Okay. At this point I'm going
22 to suggest that she adopt the responses of her husband
23 and save you the trouble of going through all of this.

24 BY MR. MALAK:

25 Q Is that acceptable to you?

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EXHIBIT "9"

ANSWER:

See answer to 1 above.

Discovery is ongoing.

6. Produce the most recent resume or curriculum vitae of each expert or employee, whether current or former, you will call as a witness at trial in this Action.

ANSWER:

Latest known C.V. of Professor Wang has been supplied.

7. Produce all exhibits that you plan to use and/or present at trial in this Action.

ANSWER:

See documents previously and anticipated to be supplied by SWN together with documents supplied by SWN to Penna. DEP.

Deed to the property.

Discovery is ongoing.

C. REQUEST FOR ADMISSIONS

1. Admit that SWN has not drilled any gas wells on the Subject Property.

Admitted that SWN has not drilled any gas wells on the Subject Property, meaning any boreholes drilled.

EXHIBIT "10"

2. Admit that SWN has not drilled any boreholes on the Subject Property.

Admitted that SWN has not drilled any boreholes on the Subject Property.

3. Admit that no fraudulent intent is alleged in the Complaint on the part of SWN by drilling oil and gas wells on adjoining lands located next to the Subject Property.

Denied that no fraudulent intent is alleged in the Complaint on the part of SWN by drilling oil and gas wells on adjoining lands located next to the Subject Property. To the contrary, SWN did and does know full well that the Subject Land is within the "intended extraction distance" from borehole Folger 5H. SWN knew and knows that there is no Lease of the Subject Property. SWN maintains that it is not extracting natural gas from under the Subject Property knowing full well that this is not true: fraudulent.

4. Admit that the Subject Property is not part of the Innes Unit.

Admitted that the Subject Property is not part of the Innes Unit.

5. Admit that the Subject Property is not part of the Folger Unit.

Admitted that the Subject Property is not part of the Folger Unit. (but should be and have been since the "beginning")

EXHIBIT "11"

NETWORK DEPOSITION SERVICES
Transcript of Adam Briggs

34

1 A I would like to be part of it, yes.

2 Q And your property is not part of the Innes Unit,
3 is that correct?

4 A Correct.

5 Q So what I'm hearing today is with regard to the
6 complaint, is one of the concerns that Southwestern has
7 drilled too close to your property line?

8 A They drilled close, but it's not that I didn't
9 want them to.

10 Q Okay. I don't have any further questions.

11 MR. MALAK: Larry, I don't know if you have
12 some followups.

13 MR. KELLY: No, no questions. Thank you.

14 (Whereupon the deposition of Adam Briggs
15 concluded at 10:45 a.m.)

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EXHIBIT "12"

NETWORK DEPOSITION SERVICES
Transcript of Paula Briggs

15

1 BY MR. MALAK:

2 Q I believe we talked about and in the complaint
3 it says Southwestern has acted with evil motive. How
4 has Southwestern acted with evil motive?

5 A I don't know.

6 Q Did you ever hear of the rule of capture other
7 than today?

8 A I don't know. I don't know.

9 Q Okay. Did you ever hear of the Folger Unit?

10 A Yeah, I've seen it on the map.

11 Q Okay. What about the Innes Unit?

12 A Only on the map that I've seen it.

13 Q Is your claim to the complaint that Southwestern
14 has drilled too close to your property line?

15 A Yeah. I think we need to be included.

16 Q All right. I have no further questions.

17 MR. KELLY: No questions.

18 (Whereupon the deposition of Paula Briggs
19 concluded at 11:00 a.m.)

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R. 281a

EXHIBIT "13"

**KELLY LAW OFFICE
LAURENCE M. KELLY
Attorney at Law
65 Public Avenue
Monroeville, PA 15101
(870) 276-8861
(870) 276-8112 FAX
I.D. # 27083
Council for Plaintiffs**

**IN THE COURT OF COMMON PLEAS
SUSQUEHANNA COUNTY, PENNSYLVANIA**

**ADAM BRIGGS, PAULA BRIGGS, his wife,
JOSHUA BRIGGS, SARAH BRIGGS**

v.

2015-1253

SOUTHWESTERN ENERGY PRODUCTION COMPANY

JURY TRIAL DEMANDED

**ANSWERS OF PLAINTIFFS TO DEFENDANT'S INTERROGATORIES
REQUESTS FOR PRODUCTION AND ADMISSIONS**

A. INTERROGATORIES

1. Identify all persons with knowledge concerning the allegations and claims set forth in the Complaint, and for each person, identify his or her last known address and telephone number and describe the subject(s) about which you expect them to have knowledge.

ANSWER:

Plaintiffs' Addresses in complaint. Telephone numbers irrelevant.

Plaintiffs know that they own the subject land; that there is no gas lease associated therewith, that SWN is drilling "nearby" without their consent, and believe that SWN is extracting natural gas from under their land.

EXHIBIT "14"

35. Conclusion of law to which no response is required.

36. Conclusion of law to which no response is required.

37. Conclusion of law to which no response is required.

38. Conclusion of law to which no response is required.

39. Conclusion of law to which no response is required.

40. Conclusion of law to which no response is required.

41. Conclusion of law to which no response is required.

42. Conclusion of law to which no response is required.

43. Conclusion of law to which no response is required.

44. After reasonable investigation, Plaintiffs are without knowledge or information sufficient to form a belief as to the truth of the averment contained in paragraph 44 of the new matter and such averment is deemed denied.

44.1. SWN has drilled wells intended to extract natural gas from under the land of the Plaintiffs.

45. After reasonable investigation, Plaintiffs are without knowledge or information sufficient to form a belief as to the truth of the averment contained in paragraph 45 of the new matter and such averment is deemed denied.

45.1. SWN has drilled wells intended to extract natural gas from under the land of the Plaintiffs.

46. Admitted that Plaintiffs have not alleged any fraudulent intent.

47. After reasonable investigation, Plaintiffs are without knowledge or information sufficient to form a belief as to the truth of the averment contained in paragraph 47 of the new matter and such averment is deemed denied.

47.1. SWN has drilled wells intended to extract natural gas from under

EXHIBIT "15"

NETWORK DEPOSITION SERVICES
Transcript of Adam Briggs

23

1 Q Okay. Through letters?

2 A I do believe so.

3 Q Okay. Was it to stop the trespass or was it to
4 get the property leased?

5 A It was to get the property leased.

6 Q Okay. Did Southwestern ever construct any
7 pipelines in or around your property?

8 A No.

9 Q What damages did you incur so far because of
10 Southwestern's alleged trespass?

11 A Financial.

12 Q Do you know what financial damages?

13 A No, that has not been calculated.

14 Q Okay. Did you suffer any physical damages --

15 A No.

16 Q -- to the property? Okay. Did you ever drill
17 any offset well on your property to stop the trespass?

18 A No, I had not.

19 Q Have you done anything else to prevent
20 Southwestern from trespassing?

21 A No, I have not.

22 Q Okay. Just contacted your lawyer?

23 A Yes.

24 Q Okay. Go back to the complaint in paragraph
25 seven, I think it's paragraph seven. I could be wrong,

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EXHIBIT "16"

NETWORK DEPOSITION SERVICES
Transcript of Paula Briggs

14

1 Q And you or your husband have never drilled an
2 offset well to stop the trespass on your property?

3 A No.

4 Q Do you control the gas under that property?

5 MR. KELLY: I object. That's a legal
6 conclusion.

7 THE WITNESS: I don't know the answer to
8 that anyway.

9 MR. MALAK: I think we used the possession
10 the last time, Larry.

11 MR. KELLY: Yeah, I know, and I'm having
12 the same problem with it.

13 MR. MALAK: I'm using the control.

14 MR. KELLY: You know she doesn't have
15 physical control of the gas. It's 6,000 feet
16 underground.

17 MR. MALAK: That's what I want to make
18 sure.

19 MR. KELLY: Come on.

20 MR. MALAK: If that's what her --

21 BY MR. MALAK:

22 Q Do you have physical control? It's a yes or no.

23 MR. KELLY: Actual physical control as I'm
24 holding this computer.

25 THE WITNESS: No.

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EXHIBIT "17"

NETWORK DEPOSITION SERVICES
Transcript of Adam Briggs

31

1 Q Okay. Was Professor Wang ever at your property?

2 A No, not to my knowledge.

3 Q Do you know if he performed any tests at your
4 property?

5 A I do not know.

6 Q Now, I think you testified that the closest well
7 bore was 63 feet. How did you know that number?

8 A That number I got from my lawyer.

9 Q Okay. Southwestern hasn't drilled any vertical
10 well bores on to your property, is that correct?

11 A Correct.

12 Q On the 11.07?

13 A Correct.

14 Q Let's go to the next exhibit. I'm going to show
15 you your discovery responses. We're going to mark this
16 as Defendant's 4.

17 (Whereupon Defendant's Exhibit 4 was marked
18 for identification.)

19 MR. KELLY: Do you have a particular one
20 you want to talk about?

21 MR. MALAK: I'm just letting him go over
22 it.

23 MR. KELLY: Okay. Fair enough.

24 BY MR. MALAK:

25 Q Did you have an opportunity to review that

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R. 291a

EXHIBIT "18"

NETWORK DEPOSITION SERVICES
Transcript of Adam Briggs

29

1 Q Okay. Do you know what the rule of capture is?

2 A Yes, I've heard of it.

3 Q Okay. And what does that mean to you?

4 A I'm not really sure. I do know with oil what it
5 means.

6 Q And what does that mean with oil?

7 A If there is a pool of oil that you can drill to
8 it and capture it and take it.

9 Q Okay. What about hydraulic fracturing that's
10 referenced in your complaint, what does that mean to
11 you?

12 A To me it means using water, chemicals, sand to
13 horizontal bore and fracture the shale to extract gas.

14 Q Is that also used as a mechanical process,
15 hydraulic fracturing?

16 A It takes mechanics to do it, yes.

17 Q Okay. Have you or anyone on your behalf
18 consulted with or made any payments to any expert in an
19 effort to determine the validity of your trespass
20 claims?

21 A I do believe my lawyer may have done that.

22 Q Okay. And who is that expert?

23 A I am not sure. I would have to look that up.
24 It might be written down in a document somewhere.

25 Q Did you ever see a written report from that

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EXHIBIT "19"

NETWORK DEPOSITION SERVICES
Transcript of Adam Briggs

26

1 gas, I'll allow him to answer that one and the obvious
2 answer is no.

3 MR. MALAK: Fine, let's ask that question.

4 BY MR. MALAK:

5 Q That's what I was saying. Did you have actual
6 physical control of the natural gas under your
7 property?

8 A No.

9 Q Okay. That was my follow-up question. Okay.
10 How do you define conversion as used in your complaint?
11 Do you know what that term is?

12 A I'm not sure what it means in this instance, no.

13 Q Okay. Again did you suffer any monetary damages
14 as a result of the alleged conversion?

15 MR. KELLY: Objection, asked and answered.
16 He suffered financial losses as a result of them not
17 paying royalties.

18 MR. MALAK: The first question was --
19 Larry, the first question was with regard to trespass.
20 This is conversion, a separate count. So I'm asking
21 specifically --

22 MR. KELLY: Same questions.

23 MR. MALAK: It might be the same answer,
24 but it's a separate count.

25 THE WITNESS: Now you're saying conversions

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EXHIBIT "20"

3. With respect to each and every gas well in "SWN Innes South Gas Unit", set forth the following:
- a. the name or other designation used to identify the well;
 - b. the distance the borehole is from the 11.06 acres of land mentioned in the complaint;
 - c. the distance the borehole runs parallel to the 11.06 acres of land mentioned in the complaint;
 - d. if the distance that the borehole is from the 11.06 acres of land mentioned in the complaint varies, the distance measured every 20 feet;
 - e. the depth below the surface of the land that the borehole runs parallel to the 11.06 acres of land mentioned in the complaint;
 - f. if the depth below the surface of the land that the borehole is from the 11.06 acres of land mentioned in the complaint varies, the depth measured every 20 feet;
 - g. the greatest distance from the borehole from which natural gas is extracted laterally on both sides thereof;
 - h. the depth below the surface of the land from which natural gas is extracted;
 - i. the entity that caused such well to be drilled;
 - j. the date that each was drilled;
 - k. the date that each was completed;
 - l. the date that each started producing natural gas;
 - n. the amount of natural gas produced by each from the date of first production to the date of the answers to these interrogatories;
 - o. the identity of the entity that sold the natural gas from such well;
 - p. the price for which each mcf of natural gas was sold (without any post-production expenses being considered);
 - q. the number of mcf of natural gas that has been extracted from under the 11.06 acres of land mentioned in the Complaint;
 - r. the value of the natural gas that has been extracted from under the 11.06 acres of land mentioned in the Complaint (without any post-production expenses being considered);
 - s. the name address of each and every employee of SWN who has maintained any and all records concerning the gas production from each such gas well;

ANSWER:

SWN objects to this Interrogatory because it is vague, and further objects to this Interrogatory because it is overly broad and thus, imposes an unreasonable burden on SWN. SWN objects to this Interrogatory in that it seeks information that is neither relevant to the subject matter of this Action nor reasonably calculated to lead to the discovery of admissible

evidence at trial. SWN objects to this Interrogatory because the Interrogatory is inappropriate and implicates disclosure of information that is non-discoverable, proprietary, confidential and/or a trade secret. SWN's development, production and sales of gas information involves trade secrets and confidential business information. SWN is involved in the business of leasing, construction, developing and drilling sites used to produce and sell gas. Over the years, SWN has expended considerable effort, time and money to develop and compile a wealth of confidential and trade secret information for use in its business. Such confidential and trade secret information includes information on drilling, distance of boreholes, depth of boreholes, drilling dates for wells, completion dates for wells, production information on wells, division orders, well locations, title opinions, abstracts, associated maps, emails, letters, documents discussing production and development between employees and other in-house personnel, documents related to the construction, drilling and production of gas wells, letters and agreements between SWN and other operators and parties, well logs, seismic cores and other scientific data derived when drilling wells, drilling permits, drilling applications, production reports, monthly purchaser statements, reserve reports, well economics, rate forecasts, and weekly activity reports. This protected confidential and trade secret information is not readily available or easily discoverable by other companies in the same general business as SWN and provides SWN with an advantage over its competitors who do not have such information and constitutes a valuable asset, trade secret and property right of SWN. SWN undertakes reasonable precautions to maintain the confidentiality of such confidential and trade secret information. Third party competitors of SWN would benefit if such confidential and trade secret information would be required to be produced during discovery and such disclosure would be detrimental to SWN's business activities in

Susquehanna County, Pennsylvania. Answers to this Interrogatory will be provided after execution of a Confidentiality Agreement. Subject to and without waiving this objection, SWN answers as follows:

- a) Innes South 5H, Innes South 6H, Innes South 7H and Innes South 8H
- b-h) See attached documents marked as Answers to 3b - h.
- i) SWN Production Company, LLC
- j) Innes 5H Spud started April 19, 2012 and Spud finished May 4, 2012
Re-Entry started June 12, 2012 and Re-Entry finished June 20, 2012
Frac started December 28, 2012 and Frac finished January 2, 2013
First Production and First Sales began January 8, 2013

Innes 6H Spud started August 1, 2014 and Spud finished August 10, 2014
Re-Entry started September 29, 2014 and Re-Entry finished October 8, 2014
Frac started November 29, 2014 and Frac finished December 2, 2014
First Production and First Sales began February 4, 2015

Innes 7H Spud started August 19, 2014 and Spud finished August 27, 2014
Re-Entry started October 15, 2014 and Re-Entry finished October 25, 2014
Frac started December 4, 2014 and Frac finished December 9, 2014
First Production and First Sales began February 4, 2015

Innes 8H Spud started on August 27, 2014 and Spud finished September 4, 2014
Re-Entry started on October 25, 2014 and Re-Entry finished on November 7, 2014
Frac started on December 9, 2014 and Frac finished on December 18, 2014
First Production and First Sales began February 4, 2015
- k, l, o) See answers to 3j.
- n) See attached document marked as Answers to 3n.
- p) See attached documents marked as Answers to 3p.
- q - r) Zero. No natural gas has been extracted from in or under the 11.06 acres of land mentioned in the Complaint in this Action.
- s) Amanda Hays, Accounting Manager, 10000 Energy Drive, Spring, TX 77389

5. With respect to each and every gas well in "SWN Innes South Gas Unit", set forth the following:
- a. the name or other designation used to identify the well;
 - b. the distance the borehole is from the 11.06 acres of land mentioned in the Complaint;
 - c. the distance the borehole runs parallel to the 11.06 acres of land mentioned in the Complaint;
 - d. if the distance that the borehole is from the 11.06 acres of land mentioned in the Complaint varies, the distance measured every 20 feet;
 - e. the depth below the surface of the land that the borehole runs parallel to the 11.06 acres of land mentioned in the Complaint;
 - f. if the depth below the surface of the land that the borehole is from the 11.06 acres of land mentioned in the Complaint varies, the depth measured every 20 feet;
 - g. the greatest distance from the borehole from which natural gas is extracted laterally on both sides thereof;
 - h. the depth below the surface of the land from which natural gas is extracted;
 - I. the entity that caused such well to be drilled;
 - j. the date that each was drilled;
 - k. the date that each was completed;
 - L. the date that each started producing natural gas;
 - n. the amount of natural gas produced by each from the date of first production to the date of the answers to these interrogatories;
 - o. the identity of the entity that sold the natural gas from such well;
 - p. the price for which each mcf of natural gas was sold (without any post-production expenses being considered);
 - q. the number of mcf of natural gas has been extracted from under the 11.06 acres of land mentioned in the Complaint;
 - r. the value of the natural gas that has been extracted from under th 11.06 acres of land mentioned in the Complaint (without any post-production expenses being considered);
 - s. the name address of each and every employee of SWN who has maintained any and all records concerning the gas production from each such gas well.

ANSWER:

SWN objects to this Interrogatory because it is vague, and further objects to this Interrogatory because it is overly broad and thus, imposes an unreasonable burden on SWN. SWN objects to this Interrogatory in that it seeks information that is neither relevant to the

subject matter of this Action nor reasonably calculated to lead to the discovery of admissible evidence at trial. SWN objects to this Interrogatory because the Interrogatory is inappropriate and implicates disclosure of information that is non-discoverable, proprietary, confidential and/or a trade secret. SWN's development, production and sales of gas information involves trade secrets and confidential business information. SWN is involved in the business of leasing, construction, developing and drilling sites used to produce and sell gas. Over the years, SWN has expended considerable effort, time and money to develop and compile a wealth of confidential and trade secret information for use in its business. Such confidential and trade secret information includes information on drilling, distance of boreholes, depth of boreholes, drilling dates for wells, completion dates for wells, production information on wells, division orders, well locations, title opinions, abstracts, associated maps, emails, letters, documents discussing production and development between employees and other in-house personnel, documents related to the construction, drilling and production of gas wells, letters and agreements between SWN and other operators and parties, well logs, seismic cores and other scientific data derived when drilling wells, drilling permits, drilling applications, production reports, monthly purchaser statements, reserve reports, well economics, rate forecasts, and weekly activity reports. This protected confidential and trade secret information is not readily available or easily discoverable by other companies in the same general business as SWN and provides SWN with an advantage over its competitors who do not have such information and constitutes a valuable asset, trade secret and property right of SWN. SWN undertakes reasonable precautions to maintain the confidentiality of such confidential and trade secret information. Third party competitors of SWN would benefit if such confidential and trade secret information would be required to be produced

during discovery and such disclosure would be detrimental to SWN's business activities in Susquehanna County, Pennsylvania. Answers to this Interrogatory will be provided after execution of a Confidentiality Agreement. Subject to and without waiving this objection, SWN answers as follows:

- a) Folger 1H, Folger 2H, Folger 4H and Folger 5H
- b-h) See attached documents marked as Answers to 3b - h.
- i) SWN Production Company, LLC
- j) Folger 1H Spud started November 11, 2012 and spud finished December 7, 2011
Re-Entry started January 11, 2012 and Re-Entry finished February 5, 2012
Frac started February 4, 2013 and Frac finished February 8, 2013
First Production and First Sales began February 19, 2013

Folger 2H Spud started December 7, 2011 and Spud finished December 19, 2011
Re-Entry started January 11, 2012 and Re-Entry finished May 18, 2013
Frac started June 9, 2013 and Frac finished June 11, 2013
First Production and First Sales began July 9, 2013

Folger 4H Spud started March 9, 2013 and Spud finished March 27, 2013
Re-Entry started April 17, 2013 and Re-Entry finished April 28, 2013
Frac started June 11, 2013 and Frac finished June 16, 2013
First Production and First Sales began July 9, 2013

Folger 5H Spud started March 27, 2013 and Spud finished April 4, 2013
Re-Entry started April 28, 2013 and Re-Entry finished May 10, 2013
Frac started June 2, 2013 and Frac finished June 9, 2013
First Production and First Sales began July 9, 2013
- k, l, o) See answers to 5j.
- n) See attached document marked as Answers to 5n.
- p) See attached documents marked as Answers to 3p.
- q - r) Zero. No natural gas has been extracted from in or under the 11.06 acres of land mentioned in the Complaint in this Action.

s) Amanda Hays, Accounting Manager, 10000 Energy Drive, Spring, TX 77389

Discovery is ongoing and SWN reserves the right to revise and/or supplement this Answer pursuant to Pa.R.C.P. 4007.4.

EXHIBIT “21”

Restatement (Second) of Torts § 161 (1965)

Restatement of the Law - Torts
October 2016 Update
Restatement (Second) of Torts
Division One. Intentional Harms to Persons, Land,
and Chattels
Chapter 7. Invasions of the Interest in the
Exclusive Possession of Land and Its Physical Condition
(Trespass on Land)
Topic 1. Intentional Entries on Land

§ 161 Failure to Remove Thing Tortiously Placed on Land

Comment:

Reporter's Notes

Case Citations - by Jurisdiction

(1) A trespass may be committed by the continued presence on the land of a structure, chattel, or other thing which the actor has tortiously placed there, whether or not the actor has the ability to remove it.

(2) A trespass may be committed by the continued presence on the land of a structure, chattel, or other thing which the actor's predecessor in legal interest therein has tortiously placed there, if the actor, having acquired his legal interest in the thing with knowledge of such tortious conduct or having thereafter learned of it, fails to remove the thing.

See Reporter's Notes.

Caveat:

The Institute expresses no opinion as to whether the presence of a structure, chattel, or other thing tortiously erected, placed, or cast on land in the possession of another and subsequently transferred to a third person (1) subjects him to a duty to remove the thing from the land prior to the time when he has knowledge of its wrongful presence on the land, or (2) if at the time of the transfer, he knew of its wrongful presence there, subjects him to an absolute responsibility for its non-removal from the land, similar to the absolute responsibility of his transferor stated in § 161(1).

Comment:

a. The word "tortious" is defined in § 6 as denoting the fact that conduct, whether of act or omission, is of such a character as to subject the actor to liability under the principles of the law of Torts.

As to certain rules governing the measure of recovery (see §§ 929 and 930) the provisions of which, so far as they are pertinent, are applicable here.

Comment on Subsection (1):

b. *Continuing trespass.* The actor's failure to remove from land in the possession of another a structure, chattel, or other thing which he has tortiously erected or placed on the land constitutes a continuing trespass for the entire time during

which the thing is wrongfully on the land and, except where Comment *d* applies, confers on the possessor of the land an option to maintain a succession of actions based on the theory of continuing trespass or to treat the continuance of the thing on the land as an aggravation of the original trespass. As to when the possessor may recover in a single action for future invasions, see § 930.

Illustration:

1. A, without B's consent or other privilege to do so, erects on his own land a dam which backs up water on B's land. This is a trespass, which continues so long as A maintains his dam in such a way as to flood B's land.

c. Effect of actor's inability to remove the thing. Since the conduct of the actor in placing the thing on the land is tortious, his responsibility for its presence on the land continues, except where Comment *d* applies, although through subsequent conduct on his part it has now become impossible or impracticable for him to terminate the intrusion on the other's land. In this respect, the liability of one who has tortiously placed a thing on another's land is more stringent than the liability of his transferee (see Comment *f*) or the liability of one who has placed a thing on another's land pursuant to a revocable license (see § 160). In those cases, the actor's responsibility is merely for a violation of a duty of removal and, if the circumstances are such as to make it impossible for him to perform such duty, he is excused from liability for its non-performance.

Illustration:

2. The same facts as in Illustration 1, except that after building the dam, A transfers to C his interest in the land on which he had erected the dam. Although A cannot now demolish or reduce the level of the dam or lower the flood gate without committing a trespass against C, he is nevertheless under liability to B for the continuance of the flooding of B's land.

d. The rule as to continuing trespass stated in Comments *b* and *c* is subject to some qualification. Thus if the actor in placing the thing on the land or thereafter has dispossessed the possessor, or has by adverse user acquired an easement in the land, it is not a continuing trespass from and after that time. (See § 162, Comment *c*.) So too, the rule as to continuing trespass does not apply if the possessor has been fully compensated by the actor for his tortious conduct, or if the possessor has elected to retain the thing on the land as a part of it, or if he refuses to permit the actor to enter the land and remove the thing. (See § 160, Comments *l* and *m*.)

e. Effect of transfer of the land. The rule of continuing trespass stated in Comment *b* is of particular importance where there has been a transfer of the possession of the land or of the ownership of the thing. If the possessory interest in the land has been transferred subsequent to the actor's placing of the thing on the land, the transferee of the land may maintain an action for its continuance there, except where provisions of Comment *d* apply.

Comment on Subsection (2):

f. Effect of transfer of legal interest in the thing. The rule of continuing trespass is significant where the ownership of the thing tortiously placed on the land is transferred, since, except where Comment *d* applies, such transferee upon knowledge that the thing is wrongfully on the land comes under a duty to the possessor to remove the thing, similar to the duty of one who has placed a thing on another's land pursuant to a license from the other, which license has now been terminated. (See § 160.)

Illustration:

3. A, without B's consent, pushes his wrecked automobile onto B's land and leaves it there. A sells his automobile to C who, at the time of the purchase, knows that it is on B's land. A's act in pushing the automobile on B's land, unless privileged, is a trespass, under the rule stated in § 158. A's failure to remove the automobile is also

a trespass, and he is subject to liability to B for its continued presence on the land. C's failure to perform his duty to remove the car is also a trespass.

Comment on Caveat:

g. As to the meaning of the words "absolute responsibility for its non-removal from the land," see Comment *c.*

Reporter's Notes

Illustration 1 is taken from *Scheurich v. Empire Dist. Elec. Co.*, 188 S.W. 144 (Mo.1916).

Comment b: Where the defendant has tortiously placed a structure or chattel on the plaintiff's land, his failure to remove it is a trespass. *Holmes v. Wilson*, 10 Ad. & E. 503, 113 Eng.Rep. 190 (1839); *Hudson v. Nicholson*, 5 M. & W. 437, 151 Eng.Rep. 185 (1839); *Bowyer v. Cook*, 4 C.B. 236, 136 Eng.Rep. 496 (1847); *Peck v. Smith*, 1 Conn. 103, 6 Am.Dec. 216 (1814); *Russell v. Brown*, 63 Me. 203 (1874); *Milton v. Puffer*, 207 Mass. 416, 93 N.E. 634, 32 L.R.A. N.S. 1010 (1911); *Benjamin v. American Tel. & Tel. Co.*, 196 Mass. 454, 82 N.E. 681, 13 Ann.Cas. 306 (1907); *Lyons v. Fairmont Real Estate Co.*, 71 W.Va. 754, 77 S.E. 525 (1912).

In a proper case an injunction will be granted to compel the actor to remove from the land a structure, chattel or other thing wrongfully placed there by him. *Curtis Mfg. Co. v. Spencer Wire Co.*, 203 Mass. 448, 89 N.E. 534, 133 Am.St.Rep. 307 (1909); *Soghomonian v. Garabedian*, 231 Mass. 445, 121 N.E. 401 (1918); *Wheelock v. Noonan*, 108 N.Y. 179, 15 N.E. 67 (1888); *Pappenheim v. Metropolitan Elev. R. Co.*, 128 N.Y. 436, 28 N.E. 518, 13 L.R.A. 401, 26 Am.St.Rep. 486 (1891); *Kinsland v. Kinsland*, 188 N.C. 810, 125 S.E. 625 (1924); *Rahn v. Milwaukee Elec. R. & L. Co.*, 103 Wis. 467, 79 N.W. 747 (1899).

Case Citations - by Jurisdiction

C.A.2

C.A.6

C.A.9

C.A.D.C.

W.D.Ark.

N.D.Cal.

Restatement (Second) of Torts § 162 (1965)

Restatement of the Law - Torts
October 2016 Update
Restatement (Second) of Torts
Division One. Intentional Harms to Persons, Land,
and Chattels
Chapter 7. Invasions of the Interest in the
Exclusive Possession of Land and Its Physical Condition
(Trespass on Land)
Topic 1. Intentional Entries on Land

§ 162 Extent of Trespasser's Liability for Harm

Comment:

Reporter's Notes

Case Citations - by Jurisdiction

A trespass on land subjects the trespasser to liability for physical harm to the possessor of the land at the time of the trespass, or to the land or to his things, or to members of his household or to their things, caused by any act done, activity carried on, or condition created by the trespasser, irrespective of whether his conduct is such as would subject him to liability were he not a trespasser.

See Reporter's Notes.

Caveat:

The Institute expresses no opinion as to whether a trespasser on land is subject to liability as stated in this Section to the possessor's servants who, though not members of the possessor's household, are resident on the premises.

Comment:

a. The phrase "a person who is in possession of land" is defined in § 157.

b. The words "members of the possessor's household" include all persons living for more than a merely temporary period in the residence of the possessor either as members of his family, as guests or as domestic servants.

c. Effect of a disseisin. If the actor tortiously enters land in the possession of another and at that time disseises the other, although the actor's entry is a trespass, his conduct in remaining on the land after such disseisin is not a trespass, since by such disseisin the actor has dispossessed the other, and a continuing trespass can exist, under the rule stated in this Section, only where the actor remains on land which is at that time in the possession of another. So too, if one tortiously remains on land in the possession of another and thereafter disseises him, the actor is a continuing trespasser up to the time of the disseisin but not thereafter. What acts and circumstances constitute disseisin and adverse possession respectively are not within the scope of the Restatement of this Subject.

Illustration:

1. A, without a privilege to do so, enters on land in the possession of B and forcibly removes B from the land and himself takes possession of it. While A's unprivileged entry is a trespass, his continuance in possession after the removal of B is not a trespass.

d. Effect of a transfer of the land. If the conduct of the actor is a continuing trespass, any person in possession of the land at any time during its continuance may maintain an action for trespass. Thus, if the possession of land upon which the actor has tortiously erected a structure is transferred while the structure remains there, the person in possession of the land at the time of such entry has a cause of action in trespass for the entry as well as for the continuance of the trespass until the time when such person transferred his possession, and the transferee of the possession has a cause of action for the actor's wrongful continuance of his trespass after the possession of the land was acquired by such transferee.

e. Effect of a permanent change in the condition of the land. A continuing trespass must be distinguished from a trespass which permanently changes the physical condition of the land. Thus, if one, without a privilege to do so, enters land of which another is in possession and destroys or removes a structure standing upon the land, or digs a well or makes some other excavation, or removes earth or some other substance from the land, the fact that the harm thus occasioned on the land is a continuing harm does not subject the actor to liability for a continuing trespass. Since his conduct has once for all produced a permanent injury to the land, the possessor's right is to full redress in a single action for the trespass, and a subsequent transferee of the land, as such, acquires no cause of action for the alteration of the condition of the land.

f. Peculiar position of trespasser. This Section states the peculiar liability to which a trespasser is subject for bodily harm caused to the possessor of land or the members of his family by the conduct of a trespasser while upon the land, irrespective of whether his conduct if it occurred elsewhere would subject him to liability to them. It is not, therefore, necessary to the liability of the trespasser that his conduct should be intentionally wrongful, or recklessly or negligently disregarding of the interests of the possessor or a member of his household, or an activity which, like blasting, is so abnormally hazardous that it must be carried on at the risk of answering for harm however caused by it. Thus, one who trespasses upon the land of another incurs the risk of becoming liable for any bodily harm which is cause to the possessor of the land or to members of his household by any conduct of the trespasser during the continuance of his trespass, no matter how otherwise innocent such conduct may be.

g. It is enough to make the rule stated in this Section applicable that the actor is a trespasser by being upon another's land without a privilege to be there created either by the consent of the possessor, by the past consent of the possessor or his predecessor, or by some rule of law which permits him to enter for a particular purpose, or by a local or general custom which entitles him to assume that the possessor will consent to his entry. It is immaterial whether the actor knows that he is intruding upon the land of another or is without negligence ignorant that he is so doing.

Illustration:

2. A is driving his car along the highway in a neighborhood with which he is unfamiliar. He asks B to direct him to a certain town. B tells him that he can take a short cut through a private road over which the public is not accustomed to travel, which B asserts to be upon his own land but which, in fact, is on the land of C. While driving carefully along the road, A runs over D, C's three-year-old child, who suddenly dashes out from the bushes which border the road. A is subject to liability to D and to C.

Reporter's Notes

This Section, in the interest of accuracy, has been changed from the first Restatement, by substituting the substance of the old § 380. That Section is now omitted.

To the effect that one who is not in possession of the land nor a member of the household of one in possession, cannot maintain an action of trespass, see *Sadler v. Alabama Great Southern R. Co.*, 204 Ala. 155, 85 So. 380 (1920); *Scarvell v. Grand Rapids & Ind. R. Co.*, 103 Mich. 373, 61 N.W. 534, 28 L.R.A. 519 (1894).

The rule stated does not extend to pecuniary loss resulting from the trespass. *Clark v. Gay*, 112 Ga. 777, 38 S.E. 81 (1901), decrease in value of house because of murder committed in it by trespasser.

It does, however, include mental suffering of the possessor and the members of his household, and its physical consequences. *Engle v. Simmons*, 148 Ala. 92, 41 So. 1023, 7 L.R.A. N.S. 96, 121 Am.St.Rep. 59, 12 Ann.Cas. 740 (1906); *Watson v. Dilts*, 116 Iowa 249, 89 N.W. 1068, 57 L.R.A. 559, 93 Am.St.Rep. 239 (1902); *Lesch v. Great Northern R. Co.*, 97 Minn. 503, 106 N.W. 955, 7 L.R.A. N.S. 93 (1906).

Comment d: See Note to § 161.

Comment e: As to the effect of a permanent change in the condition, and the relation to continuing trespass, see *Louisville R. Co. v. Wiggington*, 156 Ky. 400, 161 S.W. 209 (1913); *C. & O. Canal Corp. v. Hitchings*, 65 Me. 140 (1876); *Dietzel v. City of New York*, 218 N.Y. 270, 112 N.E. 720 (1916); *Lewey v. H.C. Fricke Coke Co.*, 166 Pa. 536, 31 A. 261, 28 L.R.A. 283, 45 Am.St.Rep. 684 (1895); *Petrelli v. West Virginia Coal Co.*, 86 W.Va. 607, 104 S.E. 103 (1920).

Comments f and g: Illustration 2 is supported by *St. Petersburg Coca-Cola Bottling Co. v. Cuccinello*, 44 So.2d 670 (Fla.1950); *Wyant v. Crouse*, 127 Mich. 158, 86 N.W. 527, 53 L.R.A. 626 (1901); *Wetzel v. Satterwhite*, 59 Tex.Civ.App. 1, 125 S.W. 93 (1910); *Brown v. Dellinger*, 355 S.W.2d 742 (Tex.Civ.App.1962), refused, no reversible error; *Lee v. Stewart*, 218 N.C. 287, 10 S.E.2d 804 (1940); *Southern Counties Ice Co. v. RKO Radio Pictures*, 39 F.Supp. 157 (S.D.Cal.1941). *Keesecker v. G.M. McKelvey Co.*, 141 Ohio St. 162, 25 Ohio Ops. 266, 47 N.E.2d 211 (1940); *Kopka v. Bell Tel. Co.*, 371 Pa. 444, 91 A.2d 232 (1952); *Brabazon v. Joannes Bros. Co.*, 231 Wis. 426, 286 N.W. 21 (1939); *Ham v. Maine—New Hampshire Interstate Bridge Authority*, 92 N.H. 268, 30 A.2d 1 (1943); *Wardrop v. City of Manhattan Beach*, 160 Cal.App.2d 779, 326 P.2d 15 (1958).

The same rule was applied to negligent trespass in *Chicago & N.W.R. Co. v. Hunerberg*, 16 Ill.App. 387 (1885), and *Brackett v. Bellows Falls Hydro-Electric Corp.* 87 N.H. 173, 175 A. 822 (1943). See also *Van Alstyne v. Rochester Tel. Corp.*, 163 Misc. 258, 296 N.Y.Supp. 726 (1937), applying the rule under the New York law of strict liability for trespass to land, however accidental, which is rejected by § 166.

Case Citations - by Jurisdiction

C.A.1

C.A.8

C.A.10

E.D.Cal.

EXHIBIT "22"

Cover Sheet

Case No 2015-01253

Plaintiff:
BRIGGS ADAM
BRIGGS PAULA
BRIGGS JOSHUA
BRIGGS SARAH H

** (VS) **

Defendant:
SOUTHWESTERN ENERGY PRODUCTION COMPANY

Certified and attested from the records
of Susquehanna County, PA
this 2nd day of November 2016

Acting Prothonotary

Chris Jones
William Stapp

Case No 2015-01253
ADAM BRIGGS (VS) SOUTHWESTERN ENERGY PROD CO

Date
Filed

FIRST ENTRY

- 1 11/05/15 COMPLAINT AND NOTICE TO PLEAD BY LAURENCE M KELLY ESQ AND VERIFICATION
006 Image page(s) exist(s) for this entry
- 2 11/25/15 PRAECIPE FOR ENTRY OF APPEARANCE AND CERTIFICATE OF SERVICE BY JEFFREY J MALAK ESQ
003 Image page(s) exist(s) for this entry
- 3 12/23/15 ANSWER ("ANSWER ") NEW MATTER ("NEW MATTER") AND COUNTERCLAIM ("COUNTERCLAIM") OF SWN PRODUCTION COMPANY, LLC TO PLAINTIFFS' COMPLAINT AND NOTICE TO PLEAD AND CERTIFICATE OF SERVICE BY JEFFREY J MALAK ESQ AND VERIFICATION
097 Image page(s) exist(s) for this entry
- 4 1/07/16 ANSWER OF PLAINTIFFS TO DEFENDANT'S NEW MATTER AND COUNTERCLAIM BY LAURENCE M KELLY ESQ AND CERTIFICATE OF SERVICE BY LAURENCE M KELLY ESQ
007 Image page(s) exist(s) for this entry
- 5 5/16/16 STATEMENT OF SOLICITATION OF CONCURRENCE, MOTION OF PLAINTIFF TO COMPEL ANSWERS TO PLAINTIFFS INTERROGATORIES DIRECTED TO DEFENDANTS AND SANCTIONS AND CERTIFICATE OF SERVICE BY LAURENCE M KELLY ESQ.
048 Image page(s) exist(s) for this entry
- 6 5/16/16 BRIEF OF DEFENDANTS IN SUPPORT OF MOTION OF PLAINTIFFS TO COMPEL ANSWERS TO PLAINTIFFS INTERROGATORIES DIRECTED TO DEFENDANT AND SANCTIONS AND CERTIFICATE OF SERVICE BY LAURENCE M KELLY ESQ.
005 Image page(s) exist(s) for this entry
- 7 6/03/16 ANSWER OF SOUTHWESTERN ENERGY PRODUCTION COMPANY N/K/A SWN PRODUCTION COMPANY, LLC TO PLAINTIFFS' MOTION TO COMPEL ANSWERS TO PLAINTIFFS' INTERROGATORIES DIRECTED TO DEFENDANTS AND SANCTIONS BY JEFFREY J MALAK ESQ AND VERIFICATION BY WES FRANKENFIELD
251 Image page(s) exist(s) for this entry
- 8 6/03/16 BRIEF IN SUPPORT OF ANSWER OF SWN PRODUCTION COMPANY, LLC TO PLAINTIFFS' MOTION TO COMPEL ANSWER TO PLAINTIFFS' INTERROGATORIES DIRECTED TO DEFENDANTS AND SANCTIONS AND CERTIFICATE OF SERVICE BY JEFFREY J MALAK ESQ
009 Image page(s) exist(s) for this entry
- 9 6/10/16 ASSIGNMENT REQUEST FORM ADMINISTRATIVE UNIT V TO HEAR ALL MATTERS RELATED TO THE CASE ADAM BRIGGS ETAL VS SOUTHWESTERN ENERGY PRODUCTION COMPANY. PIKE COUNTY COURT OF COMMON PLEAS IS ASSIGNED 6/10/16 TS ATTY KELLY, MALAK
001 Image page(s) exist(s) for this entry
- 10 6/14/16 ORDER THAT A PRETRIAL CONFERENCE IS SCHEDULED FOR AUGUST 9, 2016 AT 11:00 AM IN THE PIKE COUNTY COURTHOUSE 6/20/16 ATTY MALAK, L KELLY
001 Image page(s) exist(s) for this entry

LAST ENTRY

EXHIBIT “23”

NETWORK DEPOSITION SERVICES
Transcript of Adam Briggs

21

1 Q -- for testing? Okay. Let's go back to the
2 complaint for a minute. In your complaint in paragraph
3 12 you state that Southwestern is extracting gas from
4 under the property willfully, unlawfully and
5 outrageously. Can you tell me again what you mean by
6 extracting gas willfully and outrageously from your
7 property?

8 A I do believe that their well bore is close
9 enough to my property to be extracting gas out from
10 under my property.

11 Q Okay. And in your complaint you state that
12 Southwestern trespassed. How did Southwestern
13 trespass?

14 A By extracting gas underneath my property.

15 Q In the close proximity to your property?

16 A Yes.

17 Q Okay. Do you know when that trespass first
18 occurred approximately?

19 A It was within 2008 and 2013.

20 Q But they had a lease on the property at that
21 time?

22 A As far as I know.

23 Q And they could have gone ahead and done oil and
24 gas operations?

25 A They probably could have.

Johnstown - Erie - Pittsburgh - Greensburg - Harrisburg
866-565-1929

EXHIBIT "24"

15782783112
J. KELLY
KELLY LAW OFFICE
LAWYER
LAWYER

KELLY LAW OFFICE
ATTORNEYS AT LAW
250 PUBLIC AVENUE
MOUNTAIN VIEW, CALIFORNIA
92654
EST. 1991

PHONE - 774-3861
AREA CODE 910
FAX - 774-3112

May 15, 2016

Jeffrey J. Mack, Esq.
CHARITON SCHWABER SULLIVAN
138 SOUTH MAIN STREET P.O. BOX 910
WILSON, CALIF. CA 95703
570-824-2611

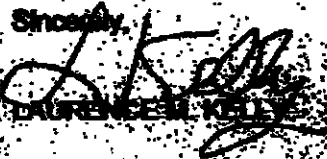
RE: GRIGGS v. STON

Dear Attorney Mack:

Attached hereto, please find a copy of the information concerning FOLGER that I received through the public log which sent the information available from DEP.

Please call with any questions or concerns.

Thank you for your attention to this matter.

Sincerely,

LAWRENCE KELLY

LK/can

P.S. This is the FIRST AND LAST page.

EXHIBIT "25"

WELL LOCATION PLAT

COMMONWEALTH OF PENNSYLVANIA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
OIL AND GAS MANAGEMENT PROGRAM
WELL LOCATION PLAT

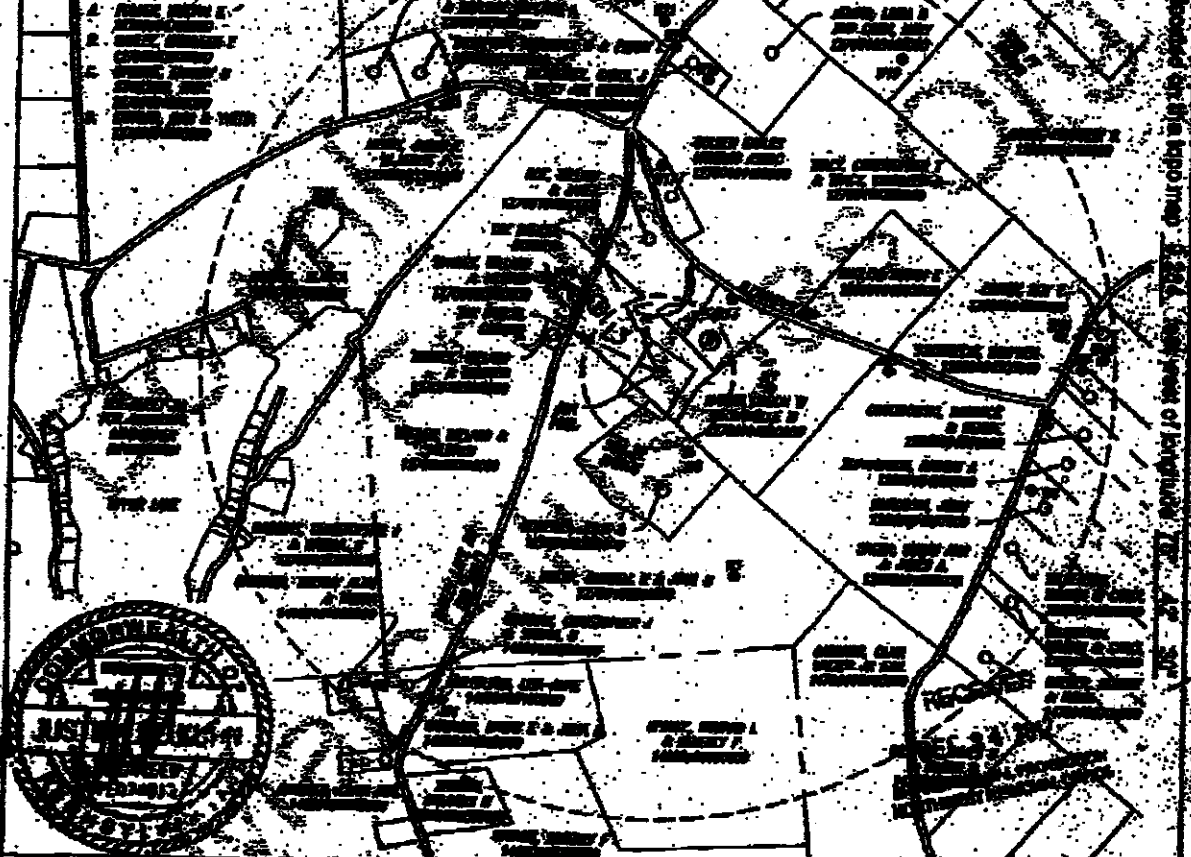
Form with fields for well name, location, and other details.

Disposal location of well on base map.
N 04° 48' 38.21"
N 041.3276083
W 075° 44' 33.83"
W 053.7428795

Well is located on topo map 2,104 feet south of latitude 41° 50' 00"

This plat does not represent a complete boundary survey. The property lines and corners were established only from the information and survey data for well location purposes only. There has not been a full-survey made in preparation of this plat and it is subject to any possible dispute of any and all boundaries left apparent and recorded.

LINE TABLE table with columns for line number, bearing, and distance.



Administrative information table including company name (Comprehensive Energy Production Company), address (2000 N. East Houston Parkway, East Houston, TX 77002), and other details.

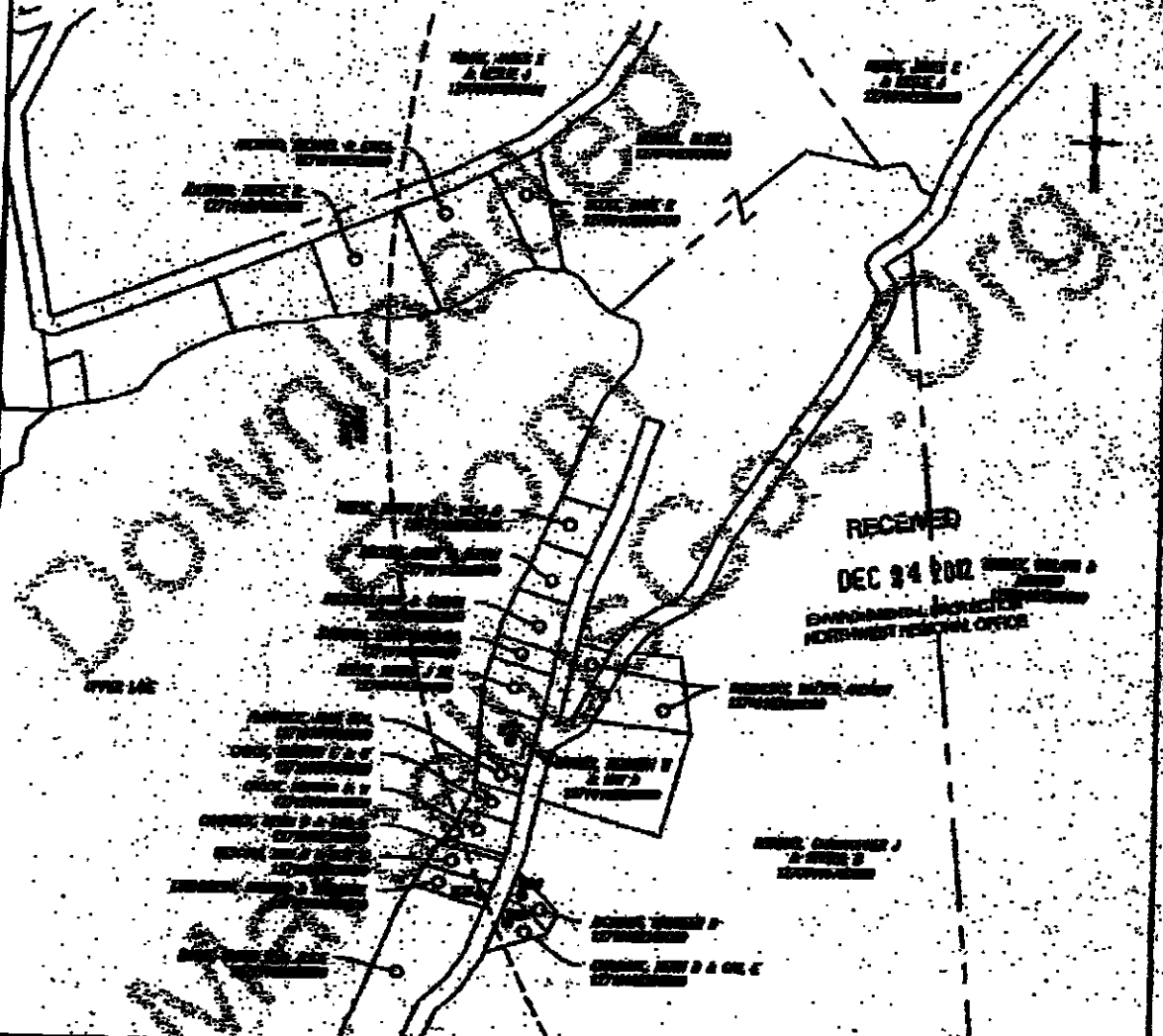
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COMMONWEALTH OF PENNSYLVANIA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
OIL AND GAS MANAGEMENT PROGRAM
WELL LOCATION PLAT

Form No.	11430
Version	05-15-16
Page No.	50

"This plat does not constitute a complete boundary survey. No property lines are established hereby and no map information not appearing hereon is to be construed as such. This plat is not a part of the record made in perpetuity of this plat. The property is subject to any easements, rights-of-way and other interests not shown hereon and recorded."

● INDEX WITH 2012



RECEIVED
DEC 04 2012
DEPARTMENT OF ENVIRONMENTAL PROTECTION
NORTHWEST REGIONAL OFFICE

Operator/Well Operator Name: Continental Energy Production Company	Well ID: 200007	Well Function: Folger	Well No.:	11
Address: 2300 N. New Haven Pike, York, PA 17402	County: York	Latitude: 40° 00' 00" N	Longitude:	76° 50' 00" W
Well Name: 200007	Well Type: Oil	Well Status: Active	Well Depth:	1000.00
Operator/Well Operator Name: Continental Energy Production Company	Well ID: 200007	Well Function: Folger	Well No.:	11
Address: 2300 N. New Haven Pike, York, PA 17402	County: York	Latitude: 40° 00' 00" N	Longitude:	76° 50' 00" W
Well Name: 200007	Well Type: Oil	Well Status: Active	Well Depth:	1000.00
Operator/Well Operator Name: Continental Energy Production Company	Well ID: 200007	Well Function: Folger	Well No.:	11
Address: 2300 N. New Haven Pike, York, PA 17402	County: York	Latitude: 40° 00' 00" N	Longitude:	76° 50' 00" W
Well Name: 200007	Well Type: Oil	Well Status: Active	Well Depth:	1000.00

000-78-0000000-42012

WELL LOCATION PLAT

Page 2 Notifications

DEP Statewide toll-free phone number for reporting cases of water contamination which may be associated with development of oil and gas resources is 1-866-255-5158.

Applicant / Well Operator Name Geographical Name / Production Company	DEP ID#	Well (Farm) Name Folger	Well # SH	Section #
WILLIAM E. FOLGER	280007	High & Course of Location (Easting) N 01° 55' 00" W 1232.00' / S 07° 22' 00" E 420.00'	7193	1391
Section		Number of Sections to be permitted	Number of Sections	Section Number
			1	1391
(01) WILSON, USA INC			N 041821345 / W 076740007	
(02) WILSON, USA INC			N 041821345 / W 076740007	
(03) WILSON, USA INC			N 041821345 / W 076740007	
(04) WILSON, USA INC			N 041821345 / W 076740007	
(05) WILSON, USA INC			N 041821345 / W 076740007	
(06) WILSON, USA INC			N 041821345 / W 076740007	
(07) WILSON, USA INC			N 041821345 / W 076740007	
(08) WILSON, USA INC			N 041821345 / W 076740007	
(09) WILSON, USA INC			N 041821345 / W 076740007	
(10) WILSON, USA INC			N 041821345 / W 076740007	
(11) WILSON, USA INC			N 041821345 / W 076740007	
(12) WILSON, USA INC			N 041821345 / W 076740007	
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DEC 21 2017 AM
 STATE OF NEW YORK
 DEPARTMENT OF ENVIRONMENTAL CONSERVATION
 NORMANVILLE REGIONAL OFFICE

see also documents 4242

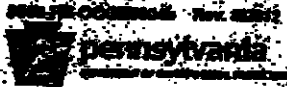
WELL LOCATION PLAT

Page 2 Notifications

DEP: Statewide toll-free phone number for reporting cases of water contamination which may be associated with development of oil and gas resources is 1-800-255-5158.

Applicant / Well Operator Name Boulderian Energy Production Company	DEP ID# 20287	Well (Farm) Name Folger	Well # B1	Serial #
Surface Landowner / Lease: William E. Folger		Depth & Closure of Wellbore (Feet): 10000 FT DEPTH / 8000 FT CLOSURE	Wellbore Test Volume: 7193	Wellbore Test Date: 12/24/16
Legal Description: Municipal		County (Name & Number): Municipal	Number of Wells: 1	Number of Wells in Production: 1
(121) 10000 FT DEPTH / 8000 FT CLOSURE		N 041.83300 / W 042.28000		
(122) 10000 FT DEPTH / 8000 FT CLOSURE		N 041.83300 / W 042.28000		
(123) 10000 FT DEPTH / 8000 FT CLOSURE		N 041.83300 / W 042.28000		
(124) 10000 FT DEPTH / 8000 FT CLOSURE		N 041.83300 / W 042.28000		
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(127) 10000 FT DEPTH / 8000 FT CLOSURE		N 041.83300 / W 042.28000		
(128) 10000 FT DEPTH / 8000 FT CLOSURE		N 041.83300 / W 042.28000		
<p>RECEIVED DEC 31 2012 ENVIRONMENTAL PROTECTION IN NORTHWEST REGIONAL OFFICE</p>				
ADAMS COUNTY		ADAMS COUNTY		
BLAKE COUNTY		BLAKE COUNTY		
BREWER COUNTY		BREWER COUNTY		
BROWN COUNTY		BROWN COUNTY		
CLATSOP COUNTY		CLATSOP COUNTY		
COLUMBIA COUNTY		COLUMBIA COUNTY		
COWASUCK COUNTY		COWASUCK COUNTY		
DEWEESE COUNTY		DEWEESE COUNTY		
FRANKLIN COUNTY		FRANKLIN COUNTY		
GLADWIN COUNTY		GLADWIN COUNTY		
GRANT COUNTY		GRANT COUNTY		
GREENE COUNTY		GREENE COUNTY		
HOPEWELL COUNTY		HOPEWELL COUNTY		
JEFFERSON COUNTY		JEFFERSON COUNTY		
NEW HAVEN COUNTY		NEW HAVEN COUNTY		

EXHIBIT "26"



COMMONWEALTH OF PENNSYLVANIA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
OFFICE OF OIL AND GAS MANAGEMENT

Completion Report

DEP USE ONLY
Well ID: [Handwritten]

Well Owner SOUTHWESTERN ENERGY PROD. CO.		Well ID None	Well Information Well Name POLAR		Well # 21
Address 5500 N. SPAN HOUSTON AVENUE SUIT 501		City HOUSTON	State TEXAS	Zip Code 77052	County SUSQUEHANNA
Phone 281-492-1487		Well Location LINE 7.6 mile, southeast side		Section 100000	
STIMULATION BASE PILING					
1. SUBCOMPANIMENT RIVER - 100000		Well Identification WFW-00022-04		Volume 7,740,000	
2.					
3.					
4.					
5.					
6.					
Total Gallons of Water Used 7,740,000		Water		Hydraulic	
STIMULATION PRODUCTION INFORMATION (WELL)					
Well Production: <input type="checkbox"/> Gas <input type="checkbox"/> Oil <input type="checkbox"/> Other		Well Status: <input checked="" type="checkbox"/> OPERATIONAL <input type="checkbox"/> Suspended <input type="checkbox"/> Other		Completion Date 2009 / 7/23/09	
WELL SERVICE COMPANY					
Production Company Name: SOUTHWESTERN ENERGY Address: 5500 N. SPAN HOUSTON AVENUE SUIT 501 City: HOUSTON, TX 77052 Phone: 281-492-1487		Well Service Company Name: CLED ENERGY SERVICES Address: 200 TECHNOLOGY FOREST BLVD City: HOUSTON, TX 77058 Phone: 281-288-8888		Plug Drill Overflow Back Company Name: THE WOODLANDS, TX 77381 Phone: 281-288-8888	
I do hereby certify to the best of my knowledge, information and belief that the information contained in this Completion Report is true and correct and there are no significant penalties for submitting false information, including the possibility of fine and imprisonment.					
Well Owner's Signature <i>Michael Howard</i>		Printed Name Michael Howard		Date 7-22-09	

RECEIVED
JUL 10 2013
OIL & GAS
REGISTRATION OFFICE

Form FD-0000000 Rev. 12/12

WEL APM 07-115-21142

PERFORATION RECORD

Strip No.	Perforation Date	Strip Perforated From T.M.P. #	Strip Perforated To T.M.P. #	# of Perforations	Remarks
1	5/29/2013	13,389	13,518	42	MARCELLUS
2	6/5/2013	13,389	13,378	42	MARCELLUS
3	6/6/2013	12,789	13,618	42	MARCELLUS
4	6/6/2013	12,489	12,718	42	MARCELLUS
5	6/6/2013	12,389	12,418	42	MARCELLUS
6	6/6/2013	11,889	12,112	42	MARCELLUS
7	6/6/2013	11,889	11,856	42	MARCELLUS
8	6/7/2013	11,289	11,818	42	MARCELLUS
9	6/7/2013	10,889	11,218	42	MARCELLUS
10	6/7/2013	10,889	10,918	42	MARCELLUS
11	6/7/2013	10,389	10,818	42	MARCELLUS
12	6/7/2013	10,089	10,918	42	MARCELLUS
13	6/8/2013	9,789	10,018	42	MARCELLUS
14	6/8/2013	9,489	9,718	42	MARCELLUS
15	6/8/2013	9,111	9,318	42	MARCELLUS
16	6/8/2013	8,889	9,118	42	MARCELLUS
17	6/8/2013	8,589	8,818	42	MARCELLUS
18	6/8/2013	8,289	8,518	42	MARCELLUS
19	6/8/2013	7,989	8,218	42	MARCELLUS
20	6/8/2013	7,689	7,918	42	MARCELLUS
21	6/8/2013	7,389	7,618	42	MARCELLUS

Please insert additional copies of this page if additional perforations are needed.

Page ___ of ___

RECEIVED
 JUN 18 2013
 DEPT. OF CORRECTIONS

0000-100-0000000000 - Page 00012

Well APN 37-115-21142

STIMULATION INFORMATION / STAGE

Complete a separate record for each stimulation stage. (Please insert additional lines for additional stages or additional pages as applicable.)

Stg #	Stimulation Date	Avg Pump Rate (GPD)	Avg Treatment Pressure (PSI)	Max Drawdown Pressure (PSI)	ISIP (PSI)	Proppant Type	Proppant Mesh (microns)
1	6/5/2013	98	8,375	6,001	4,646	SAND	100: 30/60
2	6/6/2013	98	8,328	5,987	4,750	SAND	100: 30/60
3	6/6/2013	98	8,507	5,828	4,808	SAND	100: 30/60
4	6/6/2013	98	8,215	6,851	5,042	SAND	100: 30/60
5	6/6/2013	98	8,182	6,588	5,288	SAND	100: 30/60
6	6/6/2013	98	8,026	6,481	5,286	SAND	100: 30/60
7	6/7/2013	98	8,085	6,646	5,277	SAND	100: 30/60
8	6/7/2013	98	7,898	6,893	5,183	SAND	100: 30/60
9	6/7/2013	98	7,807	6,851	5,194	SAND	100: 30/60
10	6/7/2013	98	7,941	6,894	4,957	SAND	100: 30/60
11	6/7/2013	98	7,588	6,815	4,845	SAND	100: 30/60
12	6/7/2013	98	8,444	6,422	4,951	SAND	100: 30/60
13	6/8/2013	101	8,824	5,425	5,055	SAND	100: 30/60
14	6/8/2013	98	7,895	6,483	4,895	SAND	100: 30/60
15	6/8/2013	100	7,888	6,215	4,847	SAND	100: 30/60
16	6/8/2013	100	7,887	6,428	4,898	SAND	100: 30/60
17	6/8/2013	100	7,722	7,061	4,890	SAND	100: 30/60
18	6/8/2013	100	7,433	7,048	4,946	SAND	100: 30/60
19	6/8/2013	100	7,886	7,380	5,288	SAND	100: 30/60
20	6/8/2013	98	7,384	6,588	5,282	SAND	100: 30/60
21	6/8/2013	98	7,407	6,122	5,381	SAND	100: 30/60
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EXHIBIT "27"

NETWORK DEPOSITION SERVICES
Transcript of Adam Briggs

13

1 Q Okay.

2 MS. BRIGGS: No, your mother.

3 THE WITNESS: No, my mother did.

4 BY MR. MALAK:

5 Q Okay. What about the oil and gas lease with
6 Cabot Oil and Gas dated December 15, 2010; are you
7 aware of that --

8 A No, I am not.

9 Q -- for that property?

10 A No.

11 Q Okay. Were you aware that Cabot Oil and Gas
12 made a partial assignment of the oil and gas lease to
13 Southwestern?

14 A No, I was not aware.

15 Q Okay. Are you aware that the primary term of
16 that oil and gas lease expired on July 18, 2013?

17 A Yes.

18 Q And since that time, since July 18, 2013, did
19 Southwestern seek to lease the property under a new
20 lease with you?

21 A They did not, but they were on the lease that I
22 signed for the extension.

23 Q And when was that extension signed, do you
24 recall?

25 A Shortly after the date on that.

Johnstown - Erie - Pittsburgh - Greensburg - Harrisburg
866-565-1929

EXHIBIT "28"



Scott C. Owen
Senior Attorney

Corporate Office
P.O. Box 12559
Spring, Texas 77381-2559
Tel: 832.798.7435
Fax: 832.798.4820
scowan@swn.com

June 5, 2015

VIA CERTIFIED MAIL, RETURN RECEIPT REQUESTED

Mr. Laurence M. Kelly
Kelly Law Office
65 Public Avenue
Montrose, Pennsylvania 18801

Re: Paid Up Oil and Gas Lease dated July 18, 2008, by and between M. Constance Horn a/k/a Constance Horn, as lessor ("Horn"), and Elexco Land Services, Inc., as lessee ("Elexco"), covering 74.03 acres in Susquehanna County, Pennsylvania ("Lease")

Dear Larry:

As noted in my letter of April 22, 2015, SWN Production Company, LLC ("SEPCO") was in the process of surveying your client's 11.07-acre tract, which was covered by the Lease (with SEPCO as lessee), for inclusion in the Innes South Gas Unit ("Unit"). However, during the course of examining title on this tract in conjunction with the survey, SEPCO has determined, as explained below, that the Lease has expired as to that 11.07-acre tract. Therefore, SEPCO will not include the tract in the Unit.

As you are aware, SEPCO, as successor in interest to Elexco, assigned the entire Lease to Cabot Oil & Gas Corporation ("Cabot") on December 15, 2010, which assignment was recorded at Instrument No. 201101650 in the public records of Susquehanna County, Pennsylvania. On November 15, 2012, Cabot made partial assignment of the Lease to SEPCO as to the above referenced 11.07-acre tract, which partial assignment was recorded at Instrument Number 201214573. Cabot retained the Lease as to the remaining 62.96 acres covered thereby.

Thereafter, Horn and Cabot entered into an Amendment and Ratification of Oil and Gas Lease dated effective July 17, 2013 ("Amendment"), and recorded at Instrument No. 201400650, which, among other things, extended the five-year primary term for an additional year, such that the new six-year primary term would end July 18, 2014. This Amendment was limited to the Lease as it covered the 62.96 acres held by Cabot, and because that part of the Lease covering the 11.07-acre tract had been assigned to SEPCO before the Amendment, the five-year primary term on such 11.07 acres was not likewise extended. Cabot then pooled part of its portion of the Lease into the D. Pritchard Unit No. 2, pursuant to that certain Declaration of Pooling and Unitization dated effective September 26, 2013, and recorded at Instrument No. 201312349. Production from the D. Pritchard Unit No. 2 has maintained the Lease in force as to the acreage held thereunder by Cabot.

10000 Energy Drive
Spring, TX 77389-4854

The Right People doing the Right Things,
wisely investing the cash flow from our
underlying Assets, will create Value.SM

As explained above, however, because SEPCO's portion of the Lease as it covered the 11.07-acre tract was not affected by the Amendment, the primary term as to the 11.07 acres expired on July 18, 2013. As the effective date of the D. Pritchard Unit No. 2 post-dates the expiration of the original five-year primary term for the 11.07-acre tract, production from that unit did not hold such tract and the Lease as to the 11.07 acres expired on July 18, 2013.

For the foregoing reasons, your client's 11.07-acre tract is unleased and SEPCO declines to include it in the Unit or any other unit operated by SEPCO.

Sincerely,

Scott C. Owen

$\frac{R}{A} \rightarrow V^+$

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wisely investing the cash flow from our
underlying Assets, will create Value.®

EXHIBIT “29”

NETWORK DEPOSITION SERVICES
Transcript of Adam Briggs

16

1 A So I still really don't understand what you're
2 saying.

3 Q Okay. Let me rephrase. So they own, the
4 Osbournes own the surface of the property. You said
5 that they are your neighbors, is that correct?

6 A Yes.

7 Q Okay. Underneath their property do you own any
8 of their oil and gas?

9 A No, I don't think I would if it was under their
10 property.

11 Q Right. Sometimes there's assignments and
12 sometimes there's reservations and I'm just asking. So
13 what you would -- so they own their subsurface rights,
14 they own their surface and their subsurface rights?

15 A So you're asking me if I own any of their
16 subsurface rights?

17 Q That's right, that's correct.

18 A No, I don't.

19 Q Okay. Okay. Are you aware of whether any of
20 these neighbors that adjoin your property are subject
21 to oil and gas leases?

22 A Yes.

23 Q How do you know that they have oil and gas
24 leases for those properties?

25 A I know by talking to them.

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866-565-1929

EXHIBIT “30”

NETWORK DEPOSITION SERVICES
Transcript of Adam Briggs

20

1 Q Have you personally witnessed or seen any
2 Southwestern contractor or employee entering upon your
3 property?

4 A Maybe at one time, yes.

5 Q When did you witness that?

6 A I cannot remember. It might have been a hired
7 contractor that went to do seismic survey.

8 Q Okay.

9 A I do not remember the contractor.

10 Q Okay. Do you know if that was within the last
11 year, two years?

12 A No, that wasn't within the last two years. That
13 was within maybe the last five years.

14 Q Okay. And that follows up, did you see any
15 contractors from Southwestern doing any surveying work
16 on your property?

17 A Yes.

18 Q Again was that about the five-year?

19 A Yes. That was between 2008 and 2013.

20 Q Okay. And that was when there was a gas lease
21 on the property?

22 A Yeah, that is correct.

23 Q Okay. And in that gas lease they did have the
24 ability to go on the property --

25 A Yes, they did.

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EXHIBIT “31”

NETWORK DEPOSITION SERVICES
Transcript of Adam Briggs

27

1 and I told you I wasn't sure what that meant.

2 BY MR. MALAK:

3 Q But there's a lawsuit filed for count two asking
4 for monetary relief in your complaint.

5 A Correct.

6 Q Okay. So I'm asking what damages did you suffer
7 monetarily?

8 A Monetarily or financially?

9 Q Financially, yes.

10 A Financially, yes.

11 Q What type of damages?

12 A Not being paid for --

13 Q Okay.

14 A -- the extraction of the gas.

15 Q What about physical damage, any physical damage
16 to your property?

17 A No.

18 Q Do you believe that Southwestern has acted
19 fraudulently?

20 A Yes.

21 Q How?

22 A By extracting natural gas and not including me
23 in any of their units.

24 Q Okay. Do you believe they've acted with evil
25 motive?

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NETWORK DEPOSITION SERVICES
Transcript of Adam Briggs

28

1 A I believe they acted -- maybe not the word evil
2 is correct, but they may have overlooked.

3 Q Okay. If you don't use the word evil, what word
4 would best describe this overlook?

5 A Well, overlooked is the best I can describe it.

6 Q Do you believe --

7 A Can I add to that?

8 Q Sure.

9 A Maybe overlooking it on purpose so they wouldn't
10 have to pay a royalty on that land. That is only my
11 opinion.

12 Q Sure. Do you believe they've acted with
13 reckless indifference?

14 A What do you mean by reckless indifference?

15 Q That is a term of art that's used in your
16 complaint of which you signed a verification. I'm just
17 trying to figure out how they acted with a reckless
18 indifference, what type of facts led you to that
19 conclusion?

20 A Because I was sent letters before saying they
21 wanted to -- when my mother owned the property, she
22 didn't quite understand all of this gas extraction and
23 lease stuff and I helped her a lot on that. And I
24 think that they may have taken advantage of that, her
25 not knowing.

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866-565-1929

**August 8, 2017 Opinion & Order Entering
Summary Judgment**

(Reproduced in Appendix B of Appellant's Brief)

October 4, 2017 Pa.R.A.P. 1925(a) Opinion
(Reproduced in Appendix C of Appellant's Brief)

Superior Court's April 2, 2018 Opinion & Order
(Reproduced in Appendix A of Appellant's Brief)

**IN THE SUPERIOR COURT OF PENNSYLVANIA
MIDDLE DISTRICT**

ADAM BRIGGS, PAULA BRIGGS, HIS	:	No. 1351 MDA 2017
WIFE, JOSHUA BRIGGS AND SARAH	:	
BRIGGS	:	
	:	
Appellants	:	
	:	
	:	
v.	:	
	:	
	:	
SOUTHWESTERN ENERGY	:	
PRODUCTION COMPANY	:	

ORDER

IT IS HEREBY ORDERED:

THAT the application filed April 16, 2018, requesting reargument of the decision dated April 2, 2018, is DENIED.

PER CURIAM