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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Plaintiffs' Answer to New Matter and Counterclaim	R. 111a
SWN's Motion for Summary Judgment	R. 118a
August 8, 2017 Opinion & Order entering summary judgment (by cross-reference to Appendix B of Appellant's brief)	R. 339a
October 4, 2017 Pa.R.A.P. 1925(a) Opinion (by cross-reference to Appendix C of Appellant's brief)	R. 340a
Superior Court's April 2, 2018 Opinion & Order (by cross-reference to Appendix A of Appellant's brief)	R. 341a
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	

Docket Number: 1351 MDA 2017

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January 28, 2019

Superior Court of Pennsylvania



January 28, 2019			
	AGENCY/TR	IAL COURT INFORMATION	
Order Appealed From: Order Type: Documents Received:	August 8, 2017 Order Entered August 30, 2017	Notice of Appeal Filed:	August 28, 2017
Court Below:	Susquehanna County Court of Comn	non Pleas	
County:	Susquehanna	Division:	Susquehanna County Civil Division
Judge:	Miller, Linda Wallach	OTN:	
Docket Number:	2015-01253	Judicial District:	34
	ORIGINA	AL RECORD CONTENT	
Original Record Item		Filed Date	Content Description
Original Record Trial Court Opinion		October 30, 2017 October 30, 2017	2 parts
Date of Remand of Reco	rd: November 21, 2018		
	BRIE	EFING SCHEDULE	
Appellant		Appellee	
Adam, Paula, Joshua a Brief	nd Sarah Briggs	Southwestern Energy Brief	Production Company
Due: December 11, 2017	Filed: November 15, 2017	Due: December 15, 201	7 Filed: December 15, 2017
Reply Brief		Supplemental Repro-	duced Record
Due: December 29, 2017	Filed: December 23, 2017	Due: December 15, 201	7 Filed: December 15, 2017
Reproduced Record			
Due: December 11, 2017	Filed:		
	DC	OCKET 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 (Civ	il)	
		Appellant	Adam, Paula, Joshua and Sarah Briggs
October 5, 2017	Designation of Contents of Reprodu	ced Record	
		Appellant	Adam, Paula, Joshua and Sarah Briggs
October 11, 2017	Application to Quash Appeal		
October 11, 2017	Application to Quash Appeal	Appellee	Southwestern Energy Production Company
October 11, 2017 October 13, 2017	Application to Quash Appeal Answer to Application to Quash App		Southwestern Energy Production

Docket Number: 1351 MDA 2017

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	DC	OCKET 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
	· · · · · · · · · · · · · · · · · · ·		
	Application to Quash The motion to quash this appeal is h	nereby DENIED WITHOUT	r
	Application to Quash The motion to quash this appeal is h PREJUDICE to appellee's right to ag preserved, in the appellate brief or, i in a new application that may be file the panel of this Court that will decid	gain raise this issue, if pro if the brief has already bee d after the appeal has bee	perly en filed, then en assigned to
Comment:	The motion to quash this appeal is h PREJUDICE to appellee's right to ag preserved, in the appellate brief or, i in a new application that may be file the panel of this Court that will decide	gain raise this issue, if pro if the brief has already bee d after the appeal has bee	perly en filed, then en assigned to
Comment:	The motion to quash this appeal is h PREJUDICE to appellee's right to a preserved, in the appellate brief or, i in a new application that may be file	gain raise this issue, if pro if the brief has already bee d after the appeal has bee	perly en filed, then en assigned to
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Comment: December 15, 2017	The motion to quash this appeal is h PREJUDICE to appellee's right to ag preserved, in the appellate brief or, i in a new application that may be file the panel of this Court that will decid Appellee's Brief Filed	gain raise this issue, if pro if the brief has already bee d after the appeal has bee le the merits of the appeal Appellee	perly en filed, then en assigned to Southwestern Energy Production Company
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Comment: December 15, 2017 December 15, 2017	The motion to quash this appeal is h PREJUDICE to appellee's right to ac preserved, in the appellate brief or, i in a new application that may be file the panel of this Court that will decid Appellee's Brief Filed Appellee's Supplemental Reproduce Appellant's Reply Brief	gain raise this issue, if pro if the brief has already bee d after the appeal has bee le the merits of the appeal Appellee ed Record Filed Appellee	perly en filed, then en assigned to Southwestern Energy Production Company Southwestern Energy Production Company Adam, Paula, Joshua and Sarah
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Comment: December 15, 2017 December 15, 2017 December 23, 2017 January 9, 2018 April 2, 2018	The motion to quash this appeal is h PREJUDICE to appellee's right to ac preserved, in the appellate brief or, i in a new application that may be file the panel of this Court that will decid Appellee's Brief Filed Appellee's Supplemental Reproduce Appellant's Reply Brief Submission Letter Sent	gain raise this issue, if pro if the brief has already bee d after the appeal has bee le the merits of the appeal Appellee ed Record Filed Appellee	perly en filed, then en assigned to Southwestern Energy Production Company Southwestern Energy Production Company Adam, Paula, Joshua and Sarah Briggs
Comment: December 15, 2017 December 15, 2017 December 23, 2017 January 9, 2018 April 2, 2018	The motion to quash this appeal is h PREJUDICE to appellee's right to ac preserved, in the appellate brief or, i in a new application that may be file the panel of this Court that will decid Appellee's Brief Filed Appellee's Supplemental Reproduce Appellant's Reply Brief Submission Letter Sent Reversed/Remanded	gain raise this issue, if pro if the brief has already bee d after the appeal has bee le the merits of the appeal Appellee ed Record Filed Appellee	perly en filed, then en assigned to Southwestern Energy Production Company Southwestern Energy Production Company Adam, Paula, Joshua and Sarah Briggs Middle District Filing Office

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January 28, 2019			
	DC	OCKET 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 Southwestern Energy Production Company	/ice 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 Indepndent 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 Adr	nitted Pro Hac Vice	Per Curiam
Com	ment: AND NOW, this 26th day of Apri to be Admitted Pro Hac Vice, said Ap	-	on of the Appellee's Application for Attorney
April 30, 2018	Answer to Application for Panel Reco	onsideration/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 fo	r Reargument	
		Appellee	Southwestern Energy Production
Document Name:	STRICKEN		Company
May 4, 2018	Order Granting Application for Le	ave to File Amicus Brief	Per Curiam
Document Name:	Owen Anderson		Per Cunam
		av. 2018. upon consideration	n of the Application by Owen L. Anderson for
e en mente	-		Application for Reargument, said Application
	is hereby GRANTED.		
May 4, 2018	Order Granting Application for Le	ave to File Amicus Brief	
			Per Curiam
Document Name:	American Exploration and Produce	ction Council	
Comment:	-		on of the Application of American Exploration
			Brief in Support of Appellee's Application for
	Reargument, said Application is h	-	
May 4, 2018	Order Granting Application for Le	ave to File Amicus Brief	
Desumant Nama	Marcellus Shale Coalition		Per Curiam
	AND NOW, this 4th day of M		ion of Marcellus Shale Coalition's Application of Reargument Application, said Application is
May 4, 2018	Order Granting Application for Le	ave to File Amicus Brief	
, .,			Per Curiam
Document Name:	American Petroleum Institute		
Comment:	-	Amicus Curiae Statements	ion of the Application of American Petroleum s in Support of Appellee's Application for
May 4, 2018	Order Granting Application for Le	ave to File Amicus Brief	
•			Per Curiam
Document Name:	Pennsylvania Independent Oil &	Gas Association	
Comment:		•	n of the Pennsylvania Independent Oil & Gas
	Association's Application for L	eave to File Statement of	f Amicus Curiae in Support of Reargument
	Application and Application is he		
	Application, said Application is he	ereby GRANTED	
 May 4, 2018	Application, said Application is he Order Granting Application for Le	ereby GRANTED	
-	Order Granting Application for Le	ereby GRANTED eave to File Amicus Brief	Per Curiam
Document Name:	Order Granting Application for Le	ereby GRANTED eave to File Amicus Brief ess and Industry	

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			DOCKET ENTRY	
Filed Date		Docket Entry / Representing	Participant Type	Filed By
May 4, 2018		Order Granting Application for Le	ave to File Amicus Brief	
				Per Curiam
Docun	nent Name:	Independent Petroleum Associat	on of America	
	Comment:		e to File Joinder Statement	on of Independent Petroleum Association of of Amicus Curiae in Support of Reargument
May 4, 2018		Order Granting Application for Le	ave to File Amicus Brief	
				Per Curiam
Docun	nent Name:	Thomas D. Gillespie		
	Comment:	AND NOW, this 4th day of M Leave to File a Brief of Amicus C		n of Thomas D. Gillespie's Application for y GRANTED.
May 8, 2018		Order		
				Per Curiam
		or receive permission to file a res application for reargument, the "F Energy Production Company's A STRICKEN.	Reply In Support of Appellee So	buthwestern
May 8, 2018		Application for Relief		
			Appellee	Southwestern Energy Production Company
		Orden Dem ing Anglisetien for De		
May 16, 2018		Order Denying Application for Re	lief	
May 16, 2018		Order Denying Application for Re	lief	Per Curiam
May 16, 2018	Comment:		/lay, 2018, upon consideratio	n of Appellee's Application for Leave to File
	Comment:	AND NOW, this 16th day of N	/lay, 2018, upon consideratio or Reargument En Banc, said A	n of Appellee's Application for Leave to File
	Comment:	AND NOW, this 16th day of N Reply in Support of Application fo	/lay, 2018, upon consideratio or Reargument En Banc, said A	n of Appellee's Application for Leave to File
		AND NOW, this 16th day of M Reply in Support of Application for Order Denying Application for Re	/lay, 2018, upon consideratio or Reargument En Banc, said A argument	n of Appellee's Application for Leave to File pplication is DENIED. Per Curiam
		AND NOW, this 16th day of M Reply in Support of Application for Order Denying Application for Re	Nay, 2018, upon consideratio or Reargument En Banc, said A argument 6, 2018, requesting reargumen	n of Appellee's Application for Leave to File pplication is DENIED. Per Curiam
May 16, 2018 June 8, 2018 July 10, 2018		AND NOW, this 16th day of M Reply in Support of Application for Order Denying Application for Re IT IS HEREBY ORDERED: THAT the application filed April 1	May, 2018, upon consideratio or Reargument En Banc, said A argument 6, 2018, requesting reargumen ENIED.	n of Appellee's Application for Leave to File pplication is DENIED. Per Curiam
June 8, 2018		AND NOW, this 16th day of M Reply in Support of Application for Order Denying Application for Re IT IS HEREBY ORDERED: THAT the application filed April 1 decision dated April 2, 2018, is D	May, 2018, upon consideratio or Reargument En Banc, said A argument 6, 2018, requesting reargumen ENIED.	n of Appellee's Application for Leave to File pplication is DENIED. Per Curiam
June 8, 2018	Comment:	AND NOW, this 16th day of M Reply in Support of Application for Order Denying Application for Re IT IS HEREBY ORDERED: THAT the application filed April 1 decision dated April 2, 2018, is D	May, 2018, upon consideratio or Reargument En Banc, said A argument 6, 2018, requesting reargumen ENIED. o PA Supreme Court Filed Appellee	n of Appellee's Application for Leave to File pplication is DENIED. Per Curiam t of the Southwestern Energy Production

1:49 P.M.

Appeal Docket Sheet

Docket Number: 1351 MDA 2017

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January 28, 2019		DOCKET ENTRY	
Filed Date	Docket Entry / Representing	Participant Type	Filed By
November 21, 2018	Order Granting Petition for Allowa	nce of Appeal to PA Supreme	Court
Commo	nt: 443 MAL 2018		Per Curiam
Comme	III. 443 MAL 2016		
	PER CURIAM AND NOW, this 20th day of Nover is GRANTED. The issue, as rephr Does the rule of capture apply to o completed using hydraulic fracturin draining oil or gas from under neal and beneath the driller's own prop injected solely on or beneath the o	ased, is: bil and gas produced from we ng and preclude trespass liab rby property, where the well is erty and the hydraulic fracturi	lls that were ility for allegedly s drilled solely on
November 21, 2018	Record Remitted to Supreme Cou	rt	Superior Court of Pennsylvania
November 21, 2018	Acknowledgement of Record Rem	iittal	Supreme Court of Pennsylvania
	SES	SION INFORMATION	
Journal Number: Consideration Type: Listed/Submitted Date:	J-S01013-18 Submitted on Briefs-Panel January 16, 2018		
Panel Composition: The Honorable Susa The Honorable Man The Honorable Johr	y P. Murray	President Judge Judge Judge	
	DISPO	OSITION INFORMATION	
Final Disposition:	Yes		
Related Journal No:	J-S01013-18	Judgment Date:	April 2, 2018
Category:	Decided	Disposition Author:	Musmanno, John L.
Disposition:	Reversed/Remanded	Disposition Date:	April 2, 2018
Disposition Comment:	Jurisdiction Relinquished		Museese later l
Dispositional Filing: Filed Date:	Opinion 4/2/2018 12:00:00AM	Filing Author:	Musmanno, John L.
Judge:	Gantman, Susan Peikes	Vote:	Join
Judge:	Murray, Mary P.	Vote:	Did Not Participate
	REARGUMENT /	RECONSIDERATION / REM	ITTAL
Filed Date: Disposition: Disposition Date:	April 16, 2018 Order Denying Application for Rear June 8, 2018	gument	
Record Remittal:			
	CRC	OSS COURT ACTIONS	



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

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

JURY TRIAL DEMANDED

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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 chiering 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: 85 Public Avenue Montrose, PA 1880!

LAW OFFICE CENL KEI ublic . Venu 18801 (570)278 3861 570 278-3112 FAX-D. #27033

IN THE COURT OF COMMON PLEAS SUSQUEHANNA COUNTY, PENNSYLVANIA

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

V.

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.

 Plaintiffs are Adam Briggs and Paula L Briggs, his wife, 618 Richarson 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 17.07 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 Marcelius 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 non-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 aforesald, SWN has deprived the plaintifis 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

HANCE

85 Public Avenue Montrose, PA 1880 (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

R. 013a

ADAM BRIGGS, PAULA BRIGGS, his wife, JOSHUA BRIGGS, SARAH H. BRIGGS, Plaintiffs, v. SOUTHWESTERN ENERGY PRODUCTION COMPANY Defendant		CIVIL ACTION - 1 NO. 2015-1253	
v. SOUTHWESTERN ENERGY PRODUCTION COMPANY			
SOUTHWESTERN ENERGY PRODUCTION COMPANY		NO. 2015-1253	
COMPANY	:	NO. 2015-1253	~
	:	NO. 2015-1253	
Defendant	•		P
	:		PROTHENOTARY
NOTICE TO	PLE	AD	010
TO: LAWRENCE M. KELLY, ESQUIRE			OTARY
KELLY LAW OFFICE 65 PUBLIC AVENUE			

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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,

1.1.L

Jeffrey J. Malak, Esquire PA Supreme Court No. <u>86071</u> E-mail: <u>jim@csrnlawoffices.com</u> 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

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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
	:	
ν.	;	
	:	
SOUTHWESTERN ENERGY PRODUCTION	:	
COMPANY	:	NO. 2015-1253
	:	
Defendant	:	

ANSWER ("Answer"). NEW MATTER ("New Matter") AND COUNTERCLAIM ("Connterclaim") OF SWN PRODUCTION COMPANY, LLC TO PLAINTIFFS' <u>COMPLAINT</u>

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 <u>Plaintiffs</u>, Adam Briggs, Paula Briggs, his wife, Joshua Briggs and Sarah H. Briggs ("Plaintiffs") as follows:

- 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 avernents are deemed denied.
- 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.
- 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 Susquehama County, Pennsylvania.

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R. 015a

- 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 <u>averments contained</u> 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 infirmation sufficient to form a belief as to the truth of the <u>averments contained in paragraph 6 of the Complaint</u>, and such averments are <u>deemed</u> 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

Page 2 of 14

R. 016a

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 <u>responsive pleading</u> 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

- 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 avennents 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.

Page 3 of 14

R. 017a

COUNT II - CONVERSION

- 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

- 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 <u>constitute</u> conclusions of law to which no <u>responsive pleading</u> is <u>required</u>, and such averments are deemed denied. By way of further answer, SWN has not acted outrageously or with evil

Page 4 of 14

R. 018a

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 Court 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. Plaintifis' claims in the Complaint are barred in whole or in part by the doctrine of justification.
- 25. Plaintifis' claims in the <u>Complaint</u> 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. Plaintifis' 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.

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R. 019a

- 30. Plaintiffs' claims in the Complaint are barred in whole or in part by the defense of equitable estoppel.
- 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.
- 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 Peansylvania'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.
- 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

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R. 020a

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 trespess. *Barnard v. Monongukeia 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 (<u>Irmes Unit</u>) 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 dolling, production and operations of oil and gas wells on the innes Unit and Folger Unit.
- Plaintiffs have failed to plead the elements necessary to demonstrate a trespass claim under Pennsylvania law.
- 52. SWN did not tresposs and continues not to trespass on the Subject Property.
- 53. SWN did not enter and continues not to enter the Subject Property.

Page 7 of 14

R. 021a

- 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.
- 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.
- 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.

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R. 022a

- 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.
- 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 farae 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.

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R. 023a

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.
- 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

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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.

- 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 fiveyear 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.

Page 11 of 14

- 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 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 deems 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

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R. 026a

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

Page 13 of 14

R. 027a

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,

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Jeffrey J. Malak, Esquire PA Supreme Court No. <u>86071</u> E-mail: <u>jim@csmlawoffices.com</u> 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

Page 14 of 14

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.

Akestick

Wes Frankenfield, Senior Lindman SWN Production Company, LLC

EXHIBIT "1"

MARY F. EVANS er of Wills - Recorder of Deeds Elegentr or with - motorier or even Clerk of Orphans' Court Division art of Common Pleas of Susquehama County Ca **PO BOX 218** MONTROSE, PA 18501-0218

(578) 278-4688



SACORIANA COUNT COURT HOUSE MONTHORY, FEMALINAL

Instrument Number - 201101650 Remviel On 1/19/2011 At 12:00:43 PM * Instrument Type - OIL LEASE ASSIGNMENT Invoice Number - 85324

*Total Pages - 5

* Granter - SOUTHWESTERN ENERGY PRODUCTION CO * Granter - CABOT OIL & GAS CORPORATION

*Cuttomer - CABOT OIL & GAS CORP

* 7255

STRIN WRIT TRY \$9.50 SECONDING FRES -\$13.00 RECORDER OF DEEDS COUNTY DEFICIENT FEE \$2.00 RECORDER INFROMMENT 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 & CAS CORP FIVE TENN CENTER WEST, SUITE 401 FITTSBURGE, PA 15276 ATTN: JENNIFTER DOUGLAS

I haroby CERTUPY that this document is recorded in the Recorder's Office of Suspedianus Cousty, Poungitumia.



MARY P. EVANS RECORDER OF DEEDS

Information denoted by no exterial, may change during the vertication process and way not be reflected on this ;



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R. 031a

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ASSIGNMENT OF OIL & GAS LEASE

COMMONWEALTH OF PENNSYLVANIA

COUNTY OF SUSQUEHANNA

-

THAT, SOUTHWESTRAN ENERGY PRODUCTION COMPANY, an Arkanses corporation, whose address is 2350 N. Sam Houston Padway East, Saite 125, Houston, Tanze, 77032, harsingfur sometimes reference to as "Assigner," for and in consideration of the same of Ten Dollans (\$10.00), cash in hand paid to Assigner, the receipt and adequays of which is hereby schurwledged, does hereby grant, hermin, sell, assign, tensfir, convey and set over unto, CABOT OIL & GAS CORPORATION, a Delaware corporation, hereinsfire sometimes referred to as "Assigner," whose address is Five Ferm Contre West, Suite 401, Finsburgh, PA 15276, all of Assigner's right, title and featorist is and to that contain OR and Gas Lease, or these portions thereof specifically mforemed and described on Exhibit"/Tatacide lento.

Assignor excepts from this Assignment and reserves unto itself a 2.376768% overriding royalty interest in all oil, gas and associated hydrometanes produced, saved and aski from the Oil and One Lease. Such overriding royalty shall be proportionately reduced to the entern that (a) Assignor owns has then 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 contribute has then 100% undivided interest in the subject lands, or of the leases comparising a drilling and spacing unit. Such ownerships thall be from of all downlogment costs, but shall beer its proportionate share of gross production and neverance traces and any gathering, transportations and other post production costs. Such ownerships royalty shall be from of all downlogment costs, but shall beer its proportionate share of gross production and neverance traces and any gathering, transportations and other post production costs. Such ownershing royalty shall be from of all downlogment overriding royalty instants reasoned scenes in the only and Cas Lease or portions thereof. The overriding royalty instants thereof) astigned later in the surface screage in the unit. The Oil and Gas Lease (subject to the terms thereof) astigned later in may be pooled or unitized by Assigned based on the proportion first the Oil and Gas Lease or the astigned; and in such event, the Oil and Gas Lease shall pericipate in the total surface arrange in the surface screage in the unit. The Oil and Gas Lease shall periode to the total surface arrange in the surface screage covered by the Oil and Gas Lease shall periodents in the total surface arrange in the surface screage covered by the Oil and Gas Lease shall periode to the total surface arrange in the surface streng covered by the oil and Gas Lease is the unit beer to the total surface arrange in the unit. Further, Assignery main, Assignere the rights and hereunder

The provisions of this Assignment shall be construed as covenants muning with the land and shall be binding upon and imme to the benefit of the partice hereto, their respective successors and assigns. This Assignment is further made subject to all of the terms, combines and reservations set forth in the above described Oil and Gas Lesse and any and all intervaring assignments of said Oil and Gas Lesse or interest descent. Assignee does further agree to be bound by the terms and combinist stated in the Oil and Gas Lesse herein conveyed.

In the event a dispute arises as to the meaning or interpretation of this Amignment or the rights and responsibilities of the parties created heremder, this Amignment shall be demued to have been drafted by all parties bound.

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TO HAVE AND HOLD unto Assignee, its successors and assigns, all of the above described oil and gas leasehold catale, and the amondatents or agreements modifying the terms thereof, together with the personal property, appartenances, improvements thereon, used in connection therewith, but subject to all of the terms and provisions of the Amigrament and of said Oil and Gas Lease. The leasehold rights and innecess hereby transferred are from flows all lines and excandinances, 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 mate except by, through and under Assignor.

IN WITNESS WHERBOP, the stid Assigner has emouted this Assignment through its proper and fully authorized officers on the 15th day of December, 2010.

ASSIGNOR

SOUTEWESTERN ENERGY PRODUCTEON COMPANY

By: Jim R. Dewbre Name

Title: ____ Senior Vice President - Lond

37,16080

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STATE OF TEXAS

COUNTY OF HARRIS

On this 15th day of December, 2016, before use, the undersigned officer, parsonally appeared Jim R. Dewbre, known to be the Scolor 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.

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

mme blie My Commission Ex

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ment of OK and Gas Leise dated December 15, 2010 A Attrched and made a part of thet cartain Ass

after referred to as "Assignor", referred to as "Assignee" Susquehanna County, P Southwestern Every Production Comp and Cabot OII & Gas Corporation,

37-16080

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EXHIBIT "2"

T.

MARY F. EVANS Register of Wills - Recorder of Deeds Clerk of Orphans' Court Division Court of Common Pless of Susquehanna County PO BOX 218 MONTROSE, PA 18801-6218

(570) 278-4680



SUSQUEHANNA COUNTY COURT HOUSE MONTROSE, PENNSYLVENIA

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
- * Grantes CABOT OIL & GAS CORPORATION
- * Customer CABOT OIL & GAS CORPORATION

* 7225

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

* Total Pages - 3

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



· Cuasa MARY P. EVANS **RECORDER OF DEEDS**

* - Information denoted by an asteriak 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, beretofore on the 18th day of July, 2008 , a certain Oil and Gas Lease was entered into by and between M. Countrace Horn (aka Constance Horn), a widow, Lossor, and Elenco Land Services, Inc., Lessee, which lease or a memorandum thereof is recorded among the records of Susquehausa County, Pennsylvania, for reference purposes only at Instrument # 1005 12354. Elence 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 Oi) & Gas Consoration on Describer 15, 2010 in Instrument # 2011 01650 .

Said lease covers the following described lands in the Township(s) of Haribed . County of Susqueheases, State of Pennsylvania, containing 74.03 acres, more or land, for reference purposes only, now or forzerty identified as Tax Map #(s) 147.00-2.011.00: 147.09-2.039.01: and 147.03-1.011.00, bounded substantially by lands now or farmerly owned as follows, to-wir:

147,80-2,811,80 On the Nor

On the North by: On the East by:	Theodose & Oigs Melyan, 147.00-2,012.00. Mark & Lori Novak, 147,80-2,038.04.
On the South by:	Mark Lowis, 147.03-1,094.00.
On the West by:	Richard & Elaire Osborne, 147.00-2,010.00.

147.88-2.439.88 On the North by: On the East by:

Richard & Elaha Ochomo, 147.88-2,810.89 & Constance Hars, 147.80-2,011.00. Constance Hors, 147.00-2,011.00. On the South by: stance Horn, 147.00-2,011.00 & David & Denals Sciencitz, 147.00-2,609.01. David & Denise Schueler, 147.00-2,009.01 & R. & E. Outoma, 147.08-2,010.00.

147.03-1.011.00

On the West by:

On the North by: Bartfooters Bouleverd. On the East by: Richard & Kuren Jones, 147.03-1,012.00. On the South by: Tingicy Laire. On the West by: Rin

and & 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 admoviledged, the undersigned,

M. Courtance Horn (aka Constance Horn), a widow

of 767 Bickardous Read, New Millerd, PA 18834-7635

hereby ratify(ics), adopt(s) and confirm(s) the above described Oil and Gas Lease, insofar as it covers any interest ha/she/they own(s) in the above described leased premises, as being a valid and subsisting off and gas large on said property, and hereby grant(s), losse(s) and let(s) units Callot Oil & Gnt Corporation.

of 5 Penn Conter West, Saits 481, Pitteleurgh, PA 19236-9139

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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 and terms, provisions and covenants were set forth at length herein.

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

IN WITNESS WHEREOF, and intending to be legally bound, the undersigned has/have berevento set his/her/their band(s) and seal(s) and made this instrument effective the ______ day of <u>Feb cuacy</u>______, 2013.

x M. Comtance Horn. M. Constance Horn (also Constance Horn)

ACKNOWLEDGMENT

State/Commissionments of PENNSYLVANIA

County of SUSOUEHANNA

On this the <u>38</u>^{fh} day of <u>be here and</u> 2013, before me a Notary Public, the redessigned officer, personally appeared <u>M. Constance Here (also Constance Here)</u> isover to me to be the person(s) whose same(s) is an enhancement of the within instrument and acknowledged that be/she/here executed the same for the purposes therein contained.

IN WITNESS WHEREOF, I hereasto art my hand and official seal.

SEAL My commission expires: 2/1 L/11

Vallent Sym

CONFECTION THE OF PERMIT VIEW. Header To States States Palate Restaurant, Transfer, States Palate Restaurant, Transfer, Strateg Confe

Page 2

Retification by HORN

37-16060

EXHIBIT "3"

MARY F. EVANS Register of Wills - Recorder of Deeds Clock of Orphans' Court Division Court of Common Pleas of Susquehauss County PO BOX 218 MONTROSE, PA 18801-0218

(570) 278-4660



SUSQUERABUI COUNTY COURT HOUSE MONTROSE, PENNISTIVINIA

* Total Pages - 8

Instrument Number - 20131234	9
Recorded On 9/26/2013 At 2:15	25 PM
*Instrument Type - OIL POOLI	NG
Izvoice Number - 152904	
* Grantor - CABOT OIL & GAS	CORPORATION
* Grantee - PRITCHARD, DAVI	
* Castomer - ELITE LAND SERV	VICES
* 7223	;-
STATE WRIT TAX	\$0.50
recording yees .	\$42.00
RECORDER OF DEEDS	
COUNTY IMPROVEMENT FEE	\$2.00
RECORDER IMPROVEMENT PE	5 \$3.00
TOTAL PAID	\$47.50

This is a certification page

DO NOT DETACH

This page is now part of this legal document.

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 Susquehanan County, Pennsylvania.



Myt. Cuana MARY F. EVANS RECORDER OF DEEDS

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

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DECLARATION OF POOLING AND UNITIZATION D. PRITCHARD UNIT NO. 2 PAIL 005

CONNONNEALTH 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 hereinsfler provided, by CABOT Oil. & GAS CORPORATION, a Delaware corporation, haveinafter referred to as "Cabot," who is the record owner of the oil and gas leases and all amendments, relifications, 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, antified or extended, the "Leases"), incolar as the Leases cover the lands described and depicted in Exhibit "B" attached hereto and made a part hereof for all purposes (the "Leade"); and

WHEREAS, each of the Lesses provides that the Lesses shall have the right and power to unlike and poot the acreage covered thereby, or portions thereof, with other lands or lesses in the immediate vicinity thereof in order to form a unit or units of the size and type hereinariter described, provided that the Lesses shall execute an instrument in writing identifying and described such pooled acreage; and,

WHEREAS, in the judgment of the undersigned, it is necessary and advisable to unitize and pool the Lands and Lasses 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 unlize and poot the Leads, Leases, leasehold rights, royalty, oversiding royalty and other interests therein and thereunder, insolar and only insolar as:

1) The Lesses over and include the Lands; and

 The Lands and Leases cover and include the stratigraphic equivalent of all zones, strate, horizons and formations occurring from the surface of the earth down to the top of the Onondege formation;

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

Page 1 of 3

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

The oil and gas produced from the Link shall be allocated proportionalely 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 aniasion harels; (2) include in the Unit any unlessed oil and/or gas interest in or additional lesse 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 Link 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 other 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 unleased oil and/or gas interest may join the Unit 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 Susguehanna County, Pennsylvenia.

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

CABOT OIL & GAS CORPORATION

Junity E Kain North Region Land Manager R

Page 2 of 3

COMMONWEALTH OF PENNSYLVANIA

COUNTY OF ALLEGHENY

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. .

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

Ş

Given under my hand and notarial seal this d

234 2013. daw of

CONSCIENCES IN CO. PERSON CONSTANT (Andrew S. Turk, Nationary Public) Andrew S. Turk, Nationary Public Andrew Text, Stateman County Hy Commission Report Co., 20, 2006

Properted by and rebox to:

Gabot Oli & Gas Corporation Five Paux Center West - Suite 401 Philosopi, PA 15276-0130 09/162013

Page 3 of 3

EXHIBIT *A*

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

Γ		o. Lessor	Lasser	Date	Instrument
1		Oavid W. Pritchard, a married	T		
1	37-14346	Man douling in his sole and separate property	Calut Oil and Gis Corporation	10/17/2009	200917723
Г	37-10657	Carol M. Masters a/k/a Carole M			
F	2 37-00052	Masters, widow	Calent Oil and Gas Corporation	4/27/2007	200706064
1	37-18080	M. Constance Horn (a/k/s	1		
1-	5	Constance Horni a widow	Elezzo Lond Services, inc	7/18/2008	200612354
	4 37-15797	Schaefer, busbend and wife	Cabot Gil and Gas Corporation	5/30/2010	
	37-13488	Stanley J. Gurecki and Linda		3/30/2000	201022406
Ľ	5 37-13900	Gurecki, taustand and wile	Champashe Appalachia, LLC.	12/30/2007	250802565
1.	6 37-16177	Charles A. Murray and Karya D.		7	Î
H	<u> </u>	Adurray, his wife John J. Pierson and Cystillia S.	Cabot Oil and Gas Corporation	2/31/2011	. 201105973
1.	37-10636	Pierson, jursband and wile	Cabot Oil and Gas Carporation	-	
F		Martha Metren Brunelle, a single	Southweaturn Energy Production	6/20/2007	200708509
	37-17281	WORKIN	Company	10/26/2011	201114971
Γ	37-13463	Robert 1. Wieckowski, ake Robert		1.	
Ŀ	· [Wetkowski	Chesspeele: Appelachia, L.L.C.	1/23/2008	200801781
1	37-16079	Adam Briggs and Paula L. Briggs, Insuband and wife			
F		Edward A. Rubake and Elaino C.	Elitato Land Services, Inc	7/18/2008	200812353
1	1 37-36077	Rainita, husband and udje	Cabot OII and Gas Corporation	7/9/2008	200811692
	37-11580	Howard L. Gow and Sherilyn Gow,			20000.0000
Ľ	4	husband and wife	Cabot OF and Gas Corporation	4/8/2008	200605649
1	3 37-45327	Glens T. Wall, single	Cabot Of and Gas Corporation	1/22/2010	201005165
12	37-11433	Mark J. Auroco and Marjodie T.			
F	<u> </u>	Runon, husband and wills	Callet Of and Gas Corporation	2/26/2008	200804542
15	37-15548	Joseph G. Massueri, a single man	Cabot Of and Gas Corporation	3/31/2010	201009600
	37-11525	Mark C. Novak and Lorf M. Novak,			
16	5 9711320	husband and wife	Cabot Off and Ges Corporation	3/25/2008	200005190
1		Chatman C all and a large			
37	37-11406	Christopher G. Ninon and Dorece M. Nikon, husband and wife			
F		Olak A. Postachtesky and	Cabot Oli and Gas Corporation	3/6/2008	200804063
F	37-11375	Margaret M. Pochachib-sky,		1	
18		husband and wife	Cabot Oil and Gas Corporation	2/26/2008	200803870
벁	37-17053	Garizara D. Diamond, single	Cabot Oil and Gas Corporation	5/32/2012	201210475
1	Í	John P. Pynes, a married man			
1	1	dealing in his sole and separate		1 1	
		property and George V. Fyres, a		I	
-	22 1382	married men dealing in his sole			
m	37-17071	and separate property	Cabot Oil and Bas Corporation	6/25/2012	201212145
	37-16258	John H. McFadden and Jonnifer C.		1 1	1
21		McFacilien, busband and wills	Cabot Off and Gas Corporation	3/24/2011	201109713
	37-16187	Carlo L. Panera and Martha L.			
22		Panera, inte wife	Cabot Oil and Gas Corporation	3/2/2011	201106346
	37-16178	Charles A. Mussay, a manied man			
23		as his sole and separate property	Dibet Of and Gas Composition	1/31/2011	201185974
	37-16274	Alverna K. Gow, a divorced woman, Carolyn R. Gow and			1
24		Stran A. Gow, both single women	Shot fill and fine fam.		I
_		Amy J. Fachacti and John R.	man de 200 tes Colferation	5/25/2011	201309694
25	3/-0940	Transus, wille and husbend k	abot OI and Gas Corporation	2/11/2010	201007258
28			abot Oil and Gas Corporation	3/27/2013	201307995

Page 1 of 2

R. 045a

DOHIBIT *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.

	Loase No.	Lessor	lenes	Effective Date	Instrument No.
Z	37-15197	Jason Pappanastasion, single	Cabot Oll and Gas Corporation	1/19/2010	201005105
2	37-12352	Susan CoGroat Adrow and Ronald E. Beaucharap, wile and Awithand	Cabet Oil and Gas Corporation	7/3/2008	200811645

Page 2 of 2

R. 046a

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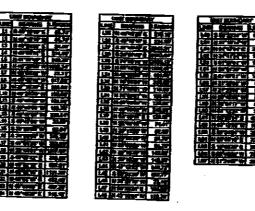
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EXHIBIT "B"

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

UNIT ACREAGE TABLE

LEASE NO.	LEASE NAME	ACRES IN UNIT	PERCENTAGE OF UNIT
37-14546	D. PRITCHARD	\$2,220	18,000005
\$7-1085.2	C, MASTERS, ET AL	90,474	
	C. HORN	60.000	
37-15797	0. GLEMBOSIO	43,045	
37-13466	S. GURBON	24.21	
\$7-16177	IC. MURRAY	23,19	
57-10636	J. PIERSON	21.117	
37-17251	HA BRUNELLE	19,500	
37-13463	R. WECKOWER	17,210	3.792094%
37-14079	A. BRIGGS	10.007	
37-18077	E. REINCE	9.20	2.187367%
37-11580	H. GOW	8.545	1.861917%
37-15227	G. YOLL	6,202	1.1200546
<u>\$7-11433</u>	HL RUNCO	6,162	1.1103005
37-15546	1 MASSUCCI	4,182	0.906826%
37-11526	ML NOVAK	4.135	0.9016715
	C. NOCH	4.141	O.SETTINEN.
37-11375	O. POGNACIONEKY	4.120	0.495105%
	R DIAMOND	4.117	0.832780%
\$7-17071	L FYNES	1.128	0.67831316
37-16250	J. MCFADDEN	2,192	
37-10167	C. PANERA	2.155	0.4753497
37-10178	C. MURRAY	1.449	<u>0.46731976</u> 0.31421876
37-16274	A. GOW	1.054	6.2266775
	A PAOLUCCI	1.014	
	0. KOLT	9,054	0.017356%
37-15107	1. PAPPANASTASIOU	8.025	0.006.40001
	1 PETROW	6013	0.00201075
		401.144	100.000007



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

R. 047a

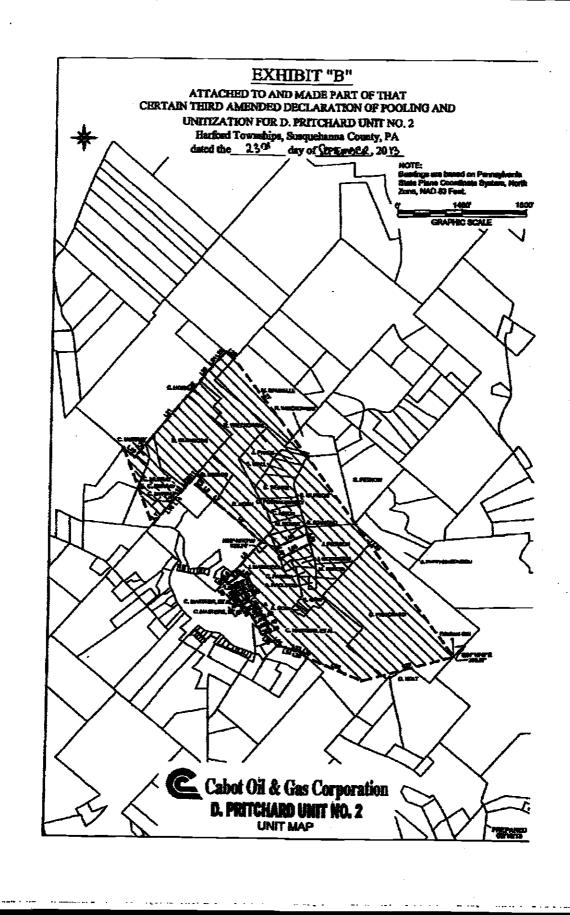


EXHIBIT "4"

MARY F. EVANS Register of Wills - Bounder of Doeds Carr's at Orghans' Court Division Court of Countrys Piece of Sasquehanias County PO BOX 215 MONTROSE, PA 185001-4218

(578) 275-4668

nt Number - 2012/1820

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SUBCEMENTE COUNTY COURT MOURE

* Total Pages - 6

Recorded On M27/2012 At 12:50:58 PM *Te *Instrument Type - OEL FOOLING Invoice Number - 132403 *Granter - SOUTHWESTERN ENERGY FROBUCTION CD *Granter - ALLEBACH, MARVIN S *Customer - SOUTHWESTERN ENERGY *FREE SEATE UNIT TAX \$0.50 RECORDER OF DENDS COUNTY INFROVEMENT FRE \$2.00 RECORDER INFROMMENT FRE \$2.00 RECORDER INFROMMENT FRE \$2.00 RECORDER INFROMMENT FRE \$2.00 RECORDER INFROMMENT FRE \$2.00

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ELUEN BOCUMENT TO: STREEN VELTON I PAULINE DEIVE CLARKE BURNET, PA 1941

I heady CERTIFY shat this dominant is recorded in the Accordur's Office of Sunjuckness County, Pennylania.



MARY F. EVANS MARY F. EVANS RECORDER OF DEEDS

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DECLARATION OF POOLING FOLGER CASTIET NEW MILPORE TOWNSELF, SUBQUEEANNA COUNTY COMMONWEALTE OF FENNSTIVANIA

WHEREAS, SOUTHWESTERN ENERGY PRODUCTION COMPANY, an Arkamas corporation authorized to conduct husiness in the Commonwealth of Pennsylvania, husinelise referred to as "SEPCO," is record owner of all of those oil and gas leases identified in Boblist: "A" to this Declaration of Pooling, hereinster "Leases," and,

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

WHEREAS, SEPCO is anthorized these the terms of the Lenses to pool and/or unitize the lands covered thereby, or parts thereof, with other lands and lenses, or parts thereof, to form units for the drilling, development and production of oil and gas thereform; and,

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

NOW, THEREPORE, for soci is consideration of the premises and pursuant to the suthority set inth in said Lenses, SEPCO does hereby declare, pool, and combine said Lenses, or portions themed, into a single pool containing the aggregate number of acres identified in Exhibit "A," the boundary of which is depicted in red on the pist identified as Exhibit "B," attached herein and made a part hereof, for the defing, development, and production of oil and/or gas thereform as to all formations occurring from the surface of the each to the top of the Oncodega formation. To the othert of any inconsistency between the information contained in Rehibit "A" and that depicted on Rehibit "B," Exhibit "A" shall supermede and control.

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

This Darkantion 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 haveby from time to time as SEPCD determines to be pressure or convenient to the proper development of the effected supervoir.

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

Southwestern Roscy Production Company



1

• **-** · **-** • --- **-** ·

its: General Manager-Appalachia Division

ACKNOWLEDGMENT BY CORPORATION

State of Texas	:	
County of Harris	:	S \$c

On this, the <u>SPL</u> day of <u>September</u>, 2012, before me <u>Hain D</u>, <u>Hair Jaton</u>, the condensigned officer, personally appeared John Nichelm, who acknowledged himself to be the General Manager- Appelachia Division of Southweaters Europy Produced 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 names of the corporation by himself as General Manager- Appelachia Division.

In Witness Whereas, I hereasto act my band and Notarial seal.

Manue & Heicheson

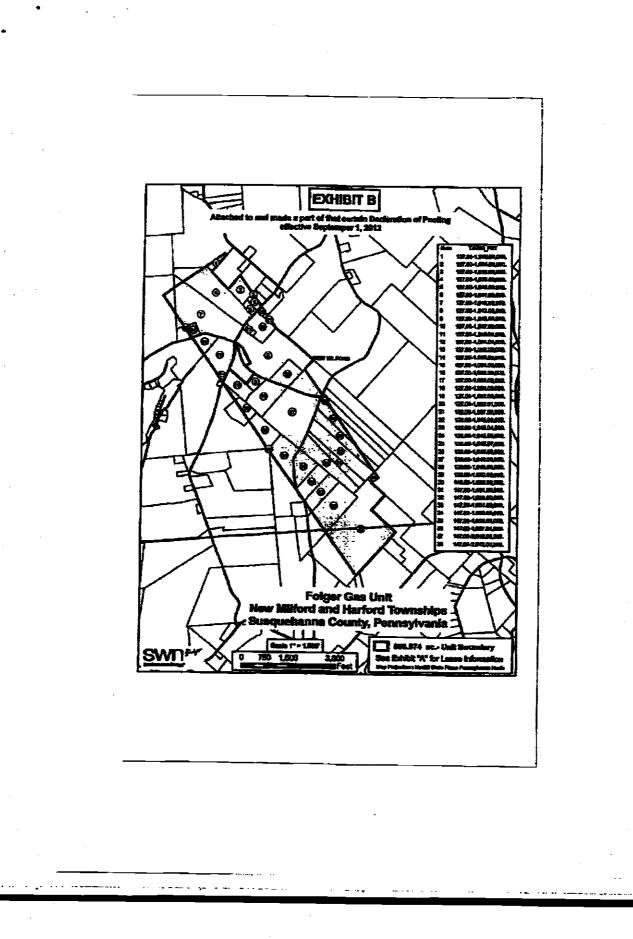
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threat Land Sarvices Inc.		Steers Land Series, Inc.		Callect Of and the Care,		This with the state of the second		Tieroo (and Sandon, Inc.	DO REG			1978)					Things Land Strategy, Inc.		Serven ha	The last of such solution				and the set	Bitter Line Sandare, the	Bierty Bier Hiden	Banco Land Bandson, Inc.	There is a local barden, inc	NV4							100 100 100 100 100 100 100 100 100 100	The P. BRIMELS SHELLS	Attached and made pert of thet certain (Decisnation of Pooling affective Section 4. Section 4. Section
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MARY F. EVANS Register of Wills - Recorder of Doeds Clerk of Orphans' Court Division Court of Common Plane of Susquehause County PO BOX 218 MONTROSE, PA 18501-0218





SUSCIENCE COLUTY COURT HOUSE MONTROSE, PENNSALVANA

*Total Pages - 7

Instrument Number - 291303696 Recorded On 3/25/2013 At 11:41:19 AM * Instrument Type - OIL POOLING Invoice Number - 141783 * Granter - SOULHWESTERN ENERGY PRODUCTION CO *Graster - ALLEBACH, MARVINS * Customer - SOUTHWESTERN ENERGY * 17255 STATE WRIT TAX \$0.50 PECCEDING PERS -\$50.00 RECORDER OF DEEDS

TUTAL PAID

DO NOT DETACH COUNTY IMPROVEMENT PRE \$2.00 RECORDER IMPROVEMENT PRE \$3.00 435.50

This page is now part of this legal document.

This is a certification page

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

I hareby CERTIFY that this document is received in the Recerder's Office of Susqueinness County, Pennsylvice.



Mary F. Evans RECORDER OF DEEDS

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R. 056a

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AMENDED DECLARATION OF POOLING FOLGER GAS UNIT NEW MILFORD TOWNSEIP, SUSQUEBANNA COUNTY

WHEREAS, SOUTHWESTERN ENERGY PRODUCTION COMPANY, an Arkansas corporation authorized to conduct business in the Commonwealth of Pennsylvania, hereinafter referred to as "SEPCO," is mored 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 maces of land subject to the Leases have been represented by the lessor themin to constitute at least the aggregate number of acres of land in the Township(s) and County(ins), 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 curtain 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 Susqueherma County, Persoylvania as instrument No. 2012;1850, 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 OII and Gas Corporation by that causin assignment of oil and gas leases executed by all parties Decauter 15, 2010 and dated effective December 25, 2010; and,

WHEREAS, SEPCO has acquired all of the Leases within the Original Pooling of the Folger Gas Unit from Talasson Energy USA, Inc. (Talisman) by that certain assignment of 65 and gas leases executed by SEPCO on November 25, 2012 and by Talisman on November 16, 2012 and dated effective November 16, 2012; and,

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

WHEREAS, SEPCO has determined that the proper development of the reservoir underlying the Lesses makes is necessary and advisable to amend, pool and to combine the Lesses and postions of Lesses described in lichible "A." annehed 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 anthonized under the terms of the Lanses and rights as operator SERCO 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 Lasse pooled herein; and

NOW, THEREPORE, 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 across identified in Exhibit "A," the boundary of which is depicted on the plat identified as Exhibit "A," the boundary of which is depicted on the plat identified as Exhibit "A," attached hereto and made a part hereof, for the drilling, development, and production of oil and/or gas therefore a bot to all formations occurring within the depits 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" shell supersede and coertool.

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

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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 WREEROF, 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.

Sout	western Energy Production Compan	7
By:	Jenn	GMF
lts:	John R. Nicholas General Manager-Appelachia	BEA

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CKNOWLEDGMENT BY CORPORATION State of Texas 5 ž

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Can this 1928 day of March, 2013, before me, the undersigned Neuroy sod for the said coursy and stars, personally appeared Jahn R. Michelm, to me j innow, who, being by me day sound, did say that he is the Goneral Manager - Age SOUTHEWESTERN ENERGY FROBUCTION COMPANY, and that self form signed in behalf of said corporation by authority of its Board of Directors, and said Nicholas, acknowledged and instrument to be the free set and dood of mill corporation Manager - Marca b. Hartehouge. Neurof Directory Public Ûy t was in: R. is, and sold J

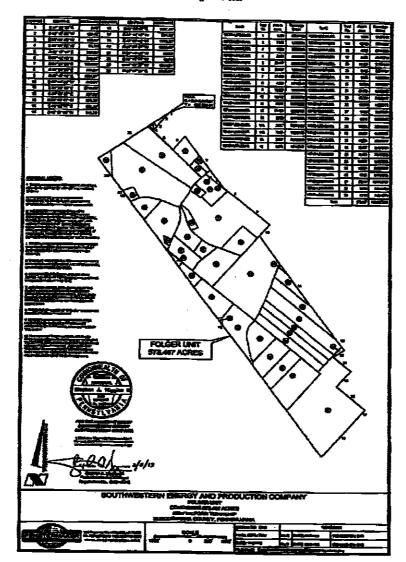
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R. 061a



Exhance "5" Allached and made part of that Cartain Annualed Deciaration of Pooling effective March 19, 2013 Folger Gas Unit

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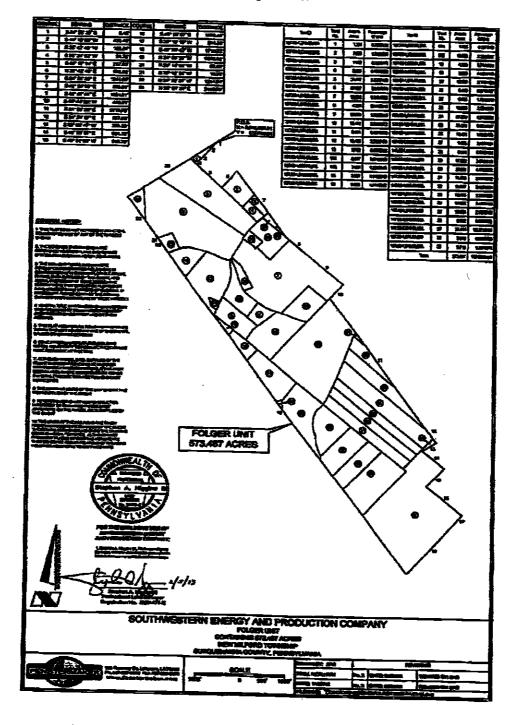
R. 062a

Exhibit 78"
ttached and made part of that Certain Amended Declaration of Pooling effective March 19, 2013
Folger Ges Unit

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R. 063a

A REAL PROPERTY AND A REAL

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MARY F. EVANS Register of Wile - Recorder of Deeds Clock of Orphans' Court Division Court of Common Piece of Surgachampa County PO BOX 218 MONTROSE, PA 18891-8218

(578) 278-4600



STELENARU COUNT COURT MOUSE MONTHOUS PERFORMAN

* Total Pages - 6

Instrument Number - 201309227 Recorded On 7/23/2013 At 12:02:56 PM *To Instrument Type - OIL FOOLING Invoice Number - 149333 * Grantor - SOUTHWESTERN ENERGY FRODUCTION CO & Grantee - ALLERACH, MARVIN'S * Customer - SOUTHWESTERN ENERGY *TESS STATE WETT TAX \$0.50 RECORDING FINES - \$48.00 RECORDING FINES - \$48.00 RECORDING FINES - \$43.00 RECORDING INFROVEMENT FIE \$2.00 TOTAL FAID \$53.50

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ELTURN BOCTMENT TO: SOUTHWESTERN EXERCY 2380 N SAM HOUSTON PARKWAY EAST SUTTE 125 BOUSTON, TX 77832 ATTN: MONICA

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



MARY F. EVANS HECORDER OF DEEDS

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



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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 second 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 leasor 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 September1, 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, Perusylvania 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, Perusylvania 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 Rehibit "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 Linit 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 anthonity 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 Biblibit "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 Edubit "A."

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R. 065a

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 Pro i de la Company By: Tim E' Des зiF lts: Sr. Vice President - Land

ACKNOWLEDGMENT BY CORPORATION

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State of Texas

County of Hauls

On this, the 19 day of 2013, before me Kardy M. Paul, the undersigned officer, personally appeared Jan 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 anthorized 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.

n blic

My commission expires:



) Attached to and made part of that cartain Amended Deciaration of Pooling effective Februery 25, 2013

Number										Acres to
e W us	Lance No.	Lansor	Lestes	Lease Cate	Recording Date	Recording	Tax Parent ID	Township	Country	Pooled In I
-	123067/000	Alisbach, Marvin S	Carbot Of & Gas Corp.	02/05/2007	00/00/100/100/	20070002	127.00-1.019.00	New Addard	Summehanna	1.51
~	112146/000	Striders, Jernes F. & Deris A	Elexas Lané Services, Inc.	08/04/72008	P4/03/2008		127.00-1.016.00	Naw Mittond	Sumuchanna	2.52
-	134484/000	Omkley, Kethiaan E	Eleven Land Services, Inc.	08/18/2008	10/01/2008		127.00-1.088.00			1.923
-	114454/000	<u>Mavalaßity, Sherry L</u>	Stence land Services, N.C.	-	10/01/2008		127,00-1.040,00	Naws Milliard	Tuesday and	1625
5	121355,000	Ashiny, Ronald & & Jachetta F	Sterra Plue Ridee	-	05/30/2009	2005001.465	127.00.1 MI MI			1110
	11107/7006	Ethder, Mary E	Here Land Sewton, Inc.	00/17/00	COX/DOX/CO	т	127.00-1.042.00		Supporte hering	
4	115010/000	Track, Christopher T & Cathlean A	Geneo Land Smytces, Inc.	10/08/2046	11/20/2008		127 00-1 041 00	Naux Addinert	Sundhaham	
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	113760/000	Politair, Dawld M. A. Theresa	Elerce Land Servicer, Inc.	06/16/2006	07/16/2008	200810581	127,00-1.047.00	New Addord	Sussuehana	10.239
8	112412/000	Minvin, Jaron W & Cantelle M	Rienco Land Sandcas, Dnc.	201/10/2008	02/50/50	200905805	127.00-1.048.00	Neve Milliond	Surguetance	224'81
=	700207000	Cardner, Serah A.	Southwestern Energy Production Company	06/24/2011	1102/212/04		127.00-1.031.00	New Millerd	Summerhanne	0.904
=		Theger, Witterd & Mildred	Bience Land Services, Inc.	_	12/21/2007	-	127.00-1.052.00	New Artifard	Sundamon	19.435
=		Scheite, Thomas E & Josephine 9	Southwesteen Energy Production Company	_	08/28/2011		127,00-1,053,00		Surg we hand	567.5
₹		<u> Menty, Junese 5 & Lestie 7</u>	Southweatern Energy Production Company		11/2/12/20		127.00-1.055.00	-	Surguehanna	2.345
N,	124443/002	Rold, Michael A	Louthwestern intere Production Company	-	07/21/2011	-	127,00-1,055,00		Surguehmon	1.172
ŧ	-	<u>Mehry, Jenes E & Levile J</u>	Souther them knergy Production Company		1102/12/10	201109164	127.00-1,055.00		Suguelanna	PC1.4
ŝ		Aone, Michael	Southwestern Energy Production Company	Ì	1104/14/20	201109165	127.00-1,055.00		Surguehenne	2363
22	110152/000	Hewdding, Billy Jee & Carol J	Electe tand Services, Inc.		10/19/2009		127.00-1.000.00		Sunguehenne	2.007
		Mending, Linda 3;						-		
3		Caos, Mary	Southweatern Energy Production Company	_	10/12/2011	201112510	127.00-1,061.00	New Mildord	Sungurahanna	146. 0
۲ <u>۲</u>	110492/000	Bitler, Matsell E & Jean M	Elexeo Land Strivices, Inc.	10/23/2007	11/27/2007	_	127.00-1,012.00	New Mitford	Supprehenda	1.135
F	110492/000	<u>Bitjer, Ausreh E.A. feen M</u>	Elence Long Services, inc.	_	11/27/2007	200712825	127,00-1,082,00	New Mittord	Swinguetuenne	11.780
91	111513/000	Roberts, Julie, A & Mark	Electro tund Services, Inc.	12/15/2007	01/35/2006		127.00-1.082.01	New Millord	Surguehanna	4.269
		The Button Family Partnership c/o Norman				7				
#	123390000	<u>Authon and Lais Button Consules</u>	Cabot Oli and Gas Corp.	6002/20/21	01/23/2010	201001193	128.00-1.007.00	New Mittord	Susquebanna	0.325
		Wildenson, William H & Carol L		-		Ι.		—		
8	120404/000	Wijderson, Wandy H	Elereo Land Services, inc.	05/23/2010	04/04/2010	201000276	128.00-1,045.00	New Millord	Susquehanne	12.539
_	117846/000	Gerkaadowski, Dominiski & Denise M	Clexico Land Services, Inc.	0002/10/100	60/23/2006	200911266	128.00-1.045.04	Here Millord	Bungweihann	10170
-		Zispenerich, Robert A	Elence Land Services, Inc.	00/10/2008	6007/67/60	200914258	50'500'T-00'821	New Millord	prequiping	90010
23	1125569/000	Bultomett, John	Elevato Land Services, Inc.	_	11/16/2000			New Millord	Sustainehannn	13.264
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R. 067a

Exhibit "A" Attached to and made part of that cartain Amended Declaration of Pooling effective February 23, 2019

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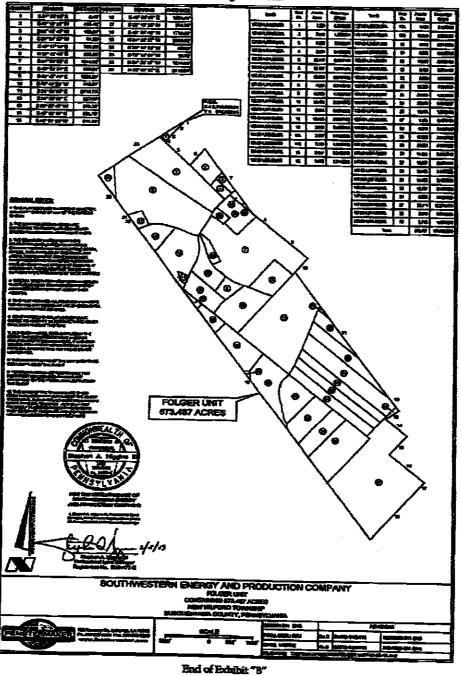
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×	1113353/000	The law, Sueza E	Elexce Land Services, Inc.	10/11/2006	002/12/11 9002/11/01	200817813	200817813 125.00-1.044.00 New Milford Susau alaman	New Milford	Support Interna	
2	112272/000	112272/000 Turner, Edward	Elexico Lanid Services, Inc.	00/23/2008	C4/08/2008	200804353	200504353 128.00-1,050.00 New Millord Sugglehone	New Millord	Susavehnna	1.135
=	110861/000	110062/000 Updyte, Herend L & Bevery F	Gentice Land Staryloas, Inc.	11/13/2007	12/21/2007	2007136477	200713647 146.00-1.006.00	New Mittand Steenehone	Susandanna	0.278
		Gardowy Herry E ; Gerndon, Aufle A;								
8	000/829081	serenet, Timetry A, Garmer, Pabra Ank Bardner, Clar W Jr	Eferes Land Services - Inc.	11/05/2007		CTABLE CONF	3001 1477 143 AM 1 AM 1 AM 1 AM	Surveyor Statistics		43 64 -
90	Γ Ι	Otberne, Richard & Shine	Southerstarm Enamy Production Company	12(07/2010		201023795	201023391 547.00-1.008.00	1	New Mildard Susanahana	24.001
31	000/126211		Elerco Land Services, Inc.	0/177/2008	0//7/2008 04//2008	F	200504355 147.00-1 004.00		New Mitland Stateshama	11.54
32	122682/000	Ceberne, Nichard & Eleine	Swithwettern Energy Froduction Company	12/07/2010	12/27/2010	201023735	12/07/2010 12/27/2016 201023735 147,00-1.005.00 New Millord Sundau-hanna	New Milford	Suttometre	13,407
-	1123188/000	Williams, James D & Client D	Elexico tand Sarylces, Mc.	02/22/2008	04/02/2008	200803942	02/29/2008 04/09/2008 200803592 147.00-1,006.00 New Milferd Sustyvehanna	New Milford	Susprehenne	13.476
×		Peenter, tobert & frene	Electo Land Services, Inc.	001/100/100	00/20/00	200914257	08/08/2009 08/28/2009 200914257 (147.00-1.007.01 New Millord	New Milford	Susquehenne	14,055
치	117846/000	Deemar, Nobert & trens	Eleano Lind Services, Inc.	06/06/2009	06/06/2009 08/22/2009	200914257	200914257 247,00-1.007.01 New Millord	New Milford	Susanehanne	12.564
×	700548/000	Brundhe, Marthe Meiyen	Southweitern Energy Preduction Company	10/24/2011	12/07/2001	20114971	10/24/2011 12/07/2001 20114971 247.00-2.012.00	Harford	Suguehana	0.727
5	8	Osborry, Neherd A & Skine F	Southwestern Energy Production Company	12/07/2010	12/27/2010	201028738	12/07/2010 12/27/2010 201026788 247.00-2.010.00	Harlord	Susquehinne	76.111
=		Golden Esgels Hunting Astoc.	Pretura Energy, Inc.	001/61/80	07/14/2010	201010511		New Milford		3.010
2	123307/000	Nea, William 6 & Janes M.	Cabot Of and Sue Carp.	12/05/2005	02/10/2010	201001724	127,00-1,045.00 New Millord	New Millord	Suequetrence	9.716
									Yatal	573.467
			End of tothics"							

End of Exhibit "A"

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Exhibit "B"

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



Folger Gas Unit

R. 069a

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EXHIBIT "5"

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MARY F. EVANS Support of Wile-Interaction Charles Carles of Option Charles Costs of Contanto Films of Respondence County FO ROIX 228 MONTENDER, FA 18062-0218

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DECLARATION OF POOLING INNES SOUTH GAS UNIT NEW MILFOED AND HARRORD TOWNSHIPS, SUSQUEHANNA COUNTY COMMONWEALTH OF PENNBYLVANIA

WHEREAS, SOUTHWESTERN ENERGY PRODUCTION COMPANY, an Advances corporation attrodued to conduct business in the Commonwealth of Fermitywards, humination minuted to an "SEPCO," is moved owner of all of those all and gas leases identified in Holibit "A" to this Declaration of Pooling, heathafter "Leases," and

WHEREAS, the tracts of land subject to the Leasts have been represented by the lesson therein to constitute the appreprie number of across of land in the Township(s) and County(im). Pennsylvania set forth upon the fidshist "A" to this Deducation of Pooling; and,

WHEREAS, SEPCO is authorized under the terms of the Lesses to pool and/or to unitize the lands covered thereby, or parts thereof, with other leads and lesses 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 Lesses success it accessively and advisable to pool and to combine the Lesses and portions of Lesses described in Exhibit "A," attrached hereto and made a part hereof, into a single pool for the purpose of developing and producing oil and/or gas thereiver, and,

NOW, THEREFORE, for and is consideration of the premises and pursuant to the authority set forth in said Lasse, SERCO does hareby declare, pool, and combine and Lasses or portions thereof, into a single pool containing the aggregate number of acuts identified in Bohibit "A," the boundary of which is depicted in read on the platidentified as Bohibit "B," attached herebs and made a part hereof, for the drifting, 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," lischibit "A" shall superpede and control.

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

This Declaration of Fooling is made without perjudice to the rights of SEFCO to smend, metata, formere, nature and otherwise charge or adjust the pool darkered havely from time to time as SEFCO determines to be measure 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.

-IPD 6 189:; Jim R. Deurbee Her St. V. P. - Land

ACKNOWLEDGMENT BY CORPORATION

: : 351:

State of Texas

burdy of Barris

On this, the <u>5</u> day of <u>http</u> 2012, believe not <u>http://www.dato.co</u>, the undersigned officer, personally apparend Jim R. Daviere, who acknowledged binned to be the Sc. You Fundame - Land of Southwestern Bargy Fradmitten Company. a corporation, and that he as such officer, being antineined to do so, estended the investing instrument for the purposes threads contained by signing the same of the corporation by himself as Sc. Vice Freshingt-Land.

in Witness Felorary 1 because out my hand and Notecial seed.

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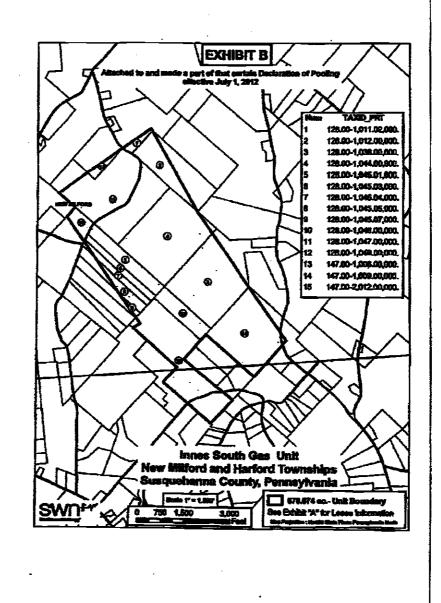
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R. 075a

MARY F. EVANS Register of Wills - Recorder of Doods Clerk of Orphans' Caset Division Court of Continue Piece of Susquehanne County PO BOX 218 MONTROSE, PA 18301-6218

(570) 178-4600



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STRUCTURE COUNTY COURT HOUSE MONTEOSE PERSOENUMA

* Total Pages - 5

Instrument Number - 201304400 Recorded On 4/10/2013 At 2:31:19 PD4 *Instrument Type - OIL POOLING Invoice Number - 141998 *Granter - SOUTHWESTERN ENERGY PRODUCTION CO * Grantes - NOLAN, BEVERLY J NUMER - SOUTHWESTERN ENERGY *Cm * 7885 STATE WEIT TAX \$0.50 RECORDING PERS . \$25.00 RECORDER OF DEEDS COUNTY IMPROVEMENT FEE \$2.00 RECONDER IMPROVEMENT FRE \$3.00 TOTAL PAID \$30.50

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RETURN DOCUMENT TO: Southwestern Energy 2350 m Sam Bouston Parkway East Sufte 125 Houston, TX 77852 AJTN: Stacey Brocden

I bereby CERTIFY data this document is recorded in the Recorder's Office of Surquebaust County, Pennylvatia.



Mang 7. Evene MARY F. EVANS RECORDER OF DEEDS

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AMENDED DECLARATION OF POOLING INNES SOUTH GAS UNIT HARPORD & 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 lessons therein to constitute the aggregate number of acres of land in the Township(s) and County(ies), Penasylvania, as set forth in Exhibit "A" to this Amended Declaration of Pooling; and,

WHEREAS, SEPCO is anthorized 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,

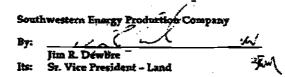
WHEREAS, SEPCO has adjusted the unit size since the Original Declaration of Pooling.

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.



ACKNOWLEDGMENT BY CORPORATION

: SS:

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State of Texas

County of Harris

On this, the <u>f</u> day of <u>Oper</u> 2013, before me <u>Keysbe</u> <u>M. Par</u>, 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.

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

 $\boldsymbol{\mathcal{C}}$ **Notary** Public

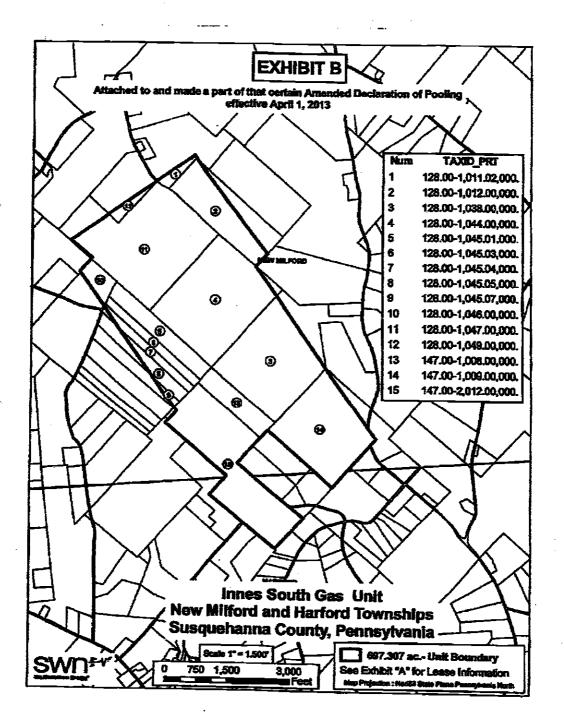
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R. 080a

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MARY F. EVANS Register of Wills - Recorder of Deads Cierk of Orphame Court Division Court of Common Picas of Sangushama County PO BOX 218 MONTROSE, PA 18301-6218

(579) 278-4680



SCIQUERAMA COUNTY COURT HOUSE MONINOUS, PERSYLVANA

* Total Pages - 5

Instrument Number - 201307127 Excorded On 67/2013 At 19:15:47 AM *To *Instrument Type - OIL POOLING Invoice Number - 146462 *Granter - SOUTHWESTERN ENERGY PRODUCTION CO *Granter - NOLAN, BEVERLY J *Castomer - SOUTHWESTERN ENERGY *TERS STATE WRIT TAX \$0.50 RECORDING FERS - \$25.00 RECORDING FERS RECORDING FERS - \$25.00 RECORDING FERS RECORDING FERS - \$200 RECORDING FERS REC

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RETURN DOCUMENT TO: SOUTHWESTERN ENERGY 2330 N SAM HOUSTON PARKWAY EAST SUITE 125 HOUSTON, TX 77832 ATTN: STACEY BROGDEN

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



MARY R. EVANS MARY R. EVANS RECORDER OF DEEDS

* - Information denoted by an asterial: may change during the workfunction process and may not be reflected on this yes



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

WHEREAS, SOUTHWESTERN ENERGY PRODUCTION COMPANY, an Arkanas 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 lessons 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 anthorized 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,

WEERGAS, 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 Biddbit "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 extant 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.

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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 2411 By: ohn R. Nicholas

mu

Its: General Manager - Appalachia

ACKNOWLEDGMENT BY CORPORATION

SS:

State of Texas -

County of Harris

On this, the 4^{36} day of 4^{30} , 2013, before me level for (1014) the 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.

In Ithing - Hierory This could set my hand and Notarial seal

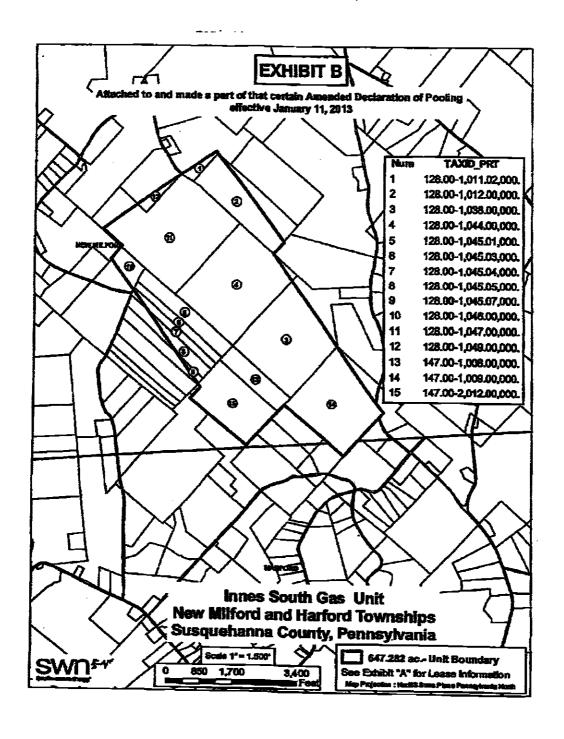
My commission expires: 2-2-10

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R. 085a

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MARY F. EVANS Register of Wills - Recorder of Deeds Clark of Orphean' Court Division Court of Common Flows of Suppressential Crusty PO BOX 218 MONTROSE, PA 18881-6218

(579) 278-4699

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apreed On 19/16/2013 At 8:52:18 AM

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STOLENAL COURT COURT NOISE MONTACE, PENNETHNE

*Total Pages - 5

* Instrument Type - OIL POOLING Invoice Number - 153845 * Grander - SOUTHWISTERN ENERGY PRODUCTION CO * Grander - NOLAN, BEVERLY J * Customer - SOUTHWISTERN ENERGY * YES STATE WAIT TAT \$0.50 HECOMMENT FERS - \$26.00 RECOMMENT INFROVEMENT FER \$2.00 RECOMMENT INFROVEMENT FER \$2.00 TOTAL PAID \$31.50

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RETURN DOCUMENT TO: SOUTHWESTERN ENCEGY 2369 N SAM HOUSTON PARKWAY EAST SUTE 125 HOUSTON, TX 77632 ATTN: STACEY BROGREN

i bareby CERTIFY that this document is recorded in the Recorder's Office of Susqueiness County, Pennsylvania.



Mary F. Evans HARY F. EVANS RECORDER OF DEEDS

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R. 086a

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

WHEREAS, SOUTHWESTERN ENERGY PRODUCTION COMPANY, an Arizansas 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 lessons 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 I, 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 Susqueharma 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 accurage and interest attributable to each or portions of each Lease pocked 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

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R. 087a

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

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

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

ACKNOWLEDGMENT BY CORPORATION

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State of Texas

County of Hauris

On this, the <u>io</u> day of <u>Octo born</u>, 2013, before me <u>Kg. sha</u> <u>M. Paul</u>, the undersigned officer, personally appeared Jim E. Dewise, 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.

R iotary Public

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My commission expires:

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EXCHIBIT "A"

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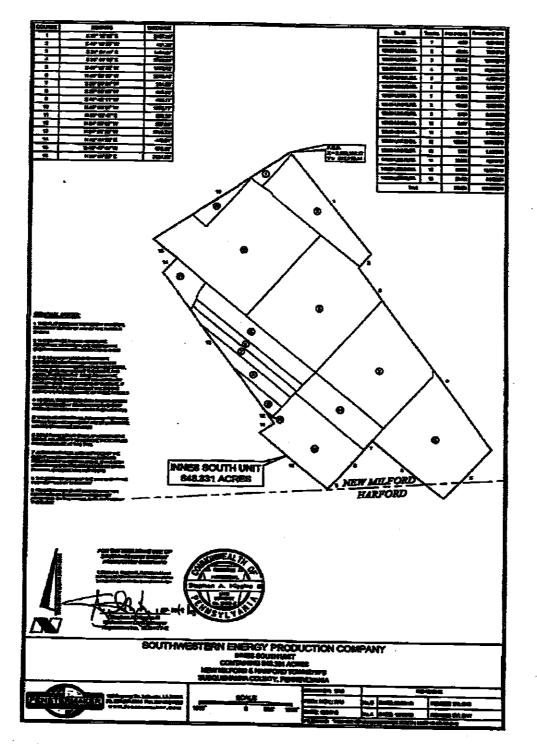
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							Total	648.321

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R. 089a

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

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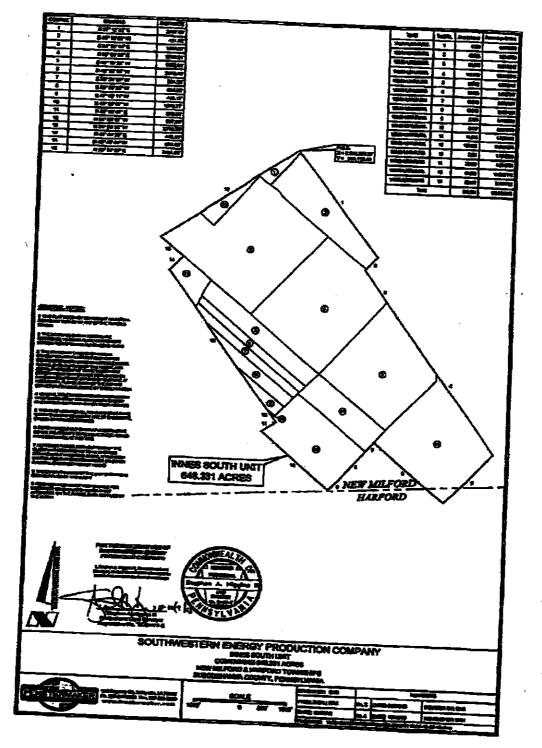
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Exhibit "8" Attached to and made a part of that certain Amended Declaration of Pooling Effective January 11, 2013 innes South Gas Unit

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R. 091a

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MARY F. EVANS Register of Wile - Recorder of Books Cark of Orphaner Court Division Court of Common Pictur of Snoqueshanes County PO BOX 218 MONTROSE, PA 18801-0218

(578) 278-4588



5.

SUBCOMERCIANAL COUNTY COURT MOUSE

*Total Pager-6

Instrument Number - 201315791 Recorded On 12/4/2013 At 3:16:00 PM *Ta *Instrument Type - OIL POOLING Invoice Number - 150206 *Granter - SOUTHWESTERN ENERGY PRODUCTION CO *Granter - NOLAN, BEVERLY J *Customer - SOUTHWESTERN ENERGY *JEES

STATS HELT TAX RECORDING FEES - RECORDER OF DEEDS	\$0. 50 \$29.50
COUNTY INFROVENET FEE	\$2.00
RECORDER INFROVENET FEE	\$3.00
TOTAL FAID	\$35.00

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RETURN DOCTOMENT TO: SOUTHWESTERN ENERGY 2389 IN BAN BUUSTON FAREWAY RAST SULLE 125 HOUSTON, TX 77032 ATTN: MONICA

I have CERTIFY that this document is recorded in the Recorder's Office of Stoppointerse County, Paramyleration



Mary F. Evano

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AMENDED DECLARATION OF FOOLING INNES SCUTH GAS UNIT

HARFORD & NEW MILFORD TOWNSHIPS, SUBQUEHANNA COUNTY COMMONWRALTH OF PENNSYLVANIA

Arkanas croposition authorized to conduct bashess in the Constnermalin of Pennsylvania, hereinstiss minuted to as "SEPCO," is nexted owner of all of those of and gas lesses identified in Existist "A" to this Amendat Deducation of Pooling.

WHEREAS, SOUTHWESTERN ENERGY PRODUCTION COMPANY, 42

WHEREAS, the ments of land subject to the Lesses have been represented by the lesses therein to constitute the aggregate number of acres of land in the Township(s) and County(les). Pennsylvania, an set forth in Eddibit "A" to this Armanded Declaration of Pooling; and,

WHEREAS, SEPCO is authorized under the terms of the Lesses to pool and/or unitize the lands covered thereby, or parts theread, with other lands and lesses to form drilling units for the drilling, development and production of oil and gas

WHERERAS, by Declaration of Pooling dated affective July 1, 2012, SEPCO pooled and combined those certain of and po leases listed in Eublit "A." attached therein, such defendion being recorded on July 10, 2012, secong the records of Sasquebana County, Pennsylvasia as instrument No. 201208209, and hereinsfur referred to as the "Original Declaration of Pooling," and,

WHEREAS, by Amended Decianation of Pooling dated effective April 1, 2013 and recorded on April 16, 2013, as instrument No. 201504480, SEPCO did amend the Original Declevation of Pooling; and,

WHEREZAS, by Amended Decimation of Pooling dated effective January 11, 2013 and recorded on June 7, 2013, as Instrument No. 201307127, SEPCO did statud the previous Amended Decimation of Pooling: and,

WHEREAS, by Assumed Declaration of Pooling dated effective January 11, 2013 and recorded on October 16, 2013, as Instrument No. 201313203, SEPCO did amond the potvices Assended Declaration of Pooling; and,

WHEREAS, SEPCO believes it is communy or advisible to increase the size of the unit by including additional loases, or portions thereof, in the inner South Gas Unit in order to properly develop the pressions and promote the conservation of oil and gas thereunder, and

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WHEREAS, SEPCO, as sorthodized under the terms of the Lances 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 structures of a predicted and surveyer in order to being determine the acresse and internet altifluitable to each or portions of each Leese pouled herein.

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NOW, THEREFORE, for and in coordination of the premium and pursuant to the authority set forth in said Lemma, GEPCO does haraby decise, gool unitine and combine said Lemma or portions thereof, into a single pool containing the aggregate number of arous identified in Echilit? "A" the boundary of which is depicted in rad-tum the plat identified as Echilit? "A," this boundary of which is depicted in rad-folding, development, and production of oil and/or gas thereof, for the formations and depths. To the extent of any inconsistency between the information contained in lichible "A" and that depicted in lichible "A," the

information in Echibit "A" shall supersede and control.

This Amended Decleration of Pooling shall superside and replace the Original Decleration of Pooling and Amended Declerations of Pooling effective as of the date identified in Estilist "A" hereof. The unit created by this Amended Decleration of Pooling shall be and the same is hereby designated as the name set forth in Bubblett "A."

This Amended Declaration of Pooling is under without passadine to the rights of SEPCO to amond, restate, increase, reduce and otherwise change or adjust the pool declarad hereby from time to time as SEPCO determines to be measured or convenient to the propur development of the affected treasvoir.

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.

Ba: Sr. Vice President - Land

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ACKNOWLEDGMENT BY CORPORATION

State of Texas

County of Houris

On this, the _isl day of Decempone 2013, before me Karsh M. Baad the undersigned efficer, personally appeared Jim E. Device, who acknowledged himself to be the Sr. Vice President - Land of Southwasten Bacry Production company, a compositor, 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 composition by himself as Sr. Vice President - Land.

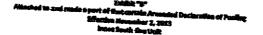
In Witness Wiersof, I hereanto act my Juroil and Notarial seal.

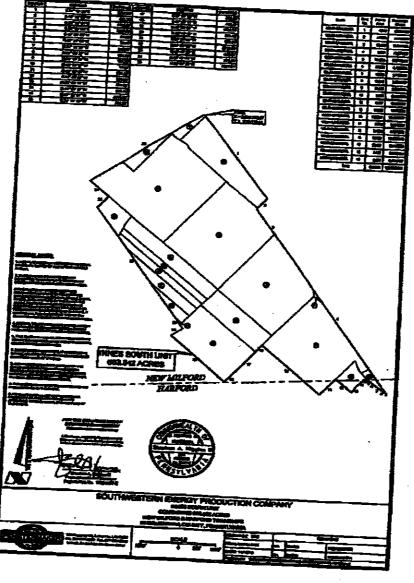
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R. 097a

MARY F. EVANS Register of Wills - Roomder of Deeds Clerk of Orphand' Court Division Cuart of Common Pleas of Susquehages County PO BOX 218 MONTROSE, PA 18301-0218

(\$70) 278-4689



SUSQUELLIGHA COLUTT COURT HOUSE MONTECEE, FEIRESULTINGA

* Total Pages - 6

ment Number - 201504683 Recorded On \$/11/2015 At 3:18:20 PM * Instrument Type - OIL POOLING Invoice Number - 176956 *Granter - SWN PRODUCTION COMPANY LLC *Grantee - NOLAN, BEVERLY J * Contomer - SOUTHWESTERN ENERGY * <u>7226</u> STATE WRIT TAX \$0.50 RECORDING FEES . \$78.00 RECORDER OF DERDS COUNTY INPROVEMENT FER \$2.00 DECORDER INPROVEMENT FER \$3.00 TOTAL PAID \$83.50

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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 decement is recorded in the Recorder's Office of Surguehanne County, Pennsylvania.



Mary F. Evans MARY F. EVANS BECORDER OF DEEDS

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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 anthonized to conduct business in the Commonwealth of Pennsylvania, hereinefter 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, hereinefter "Leases;" and.

WHERKAS, 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,

WHERKAS, 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 Echibit "A," attached thereto, such declaration being recorded on July 10, 2012, among the records of Susquehanna County, Pennsylvania as Instrument No. 2012/2029, 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 amond 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.

WHERERAS, SEPCO, as authorized under the terms of the Leases and its rights as operator of the inner South Gas Unit, has surveyed the unit boundary and the boundaries of the internal tracts comprising the inner 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.

R. 099a

NOW, THERHFORK, 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 access identified in Bkuhhit "A," the boundary of which is depicted in ted 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 thereform 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 Rxhibit "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 Prode tion Co Jim R. Dewbre

Its: Sr. Vice President - Land

ACKNOWLEDGMENT BY CORPORATION

: : SSa

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State of Texas

County of Harris

On this, the <u>5</u> day of <u>0</u>, 2015, before me <u>Ke</u>, <u>bc</u>, <u>M</u>, <u>Barl</u> the undersigned officer, personally appended 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 hereanto set my hand and Notarial seal.

en m. Paul Notary Public

My commission expires:



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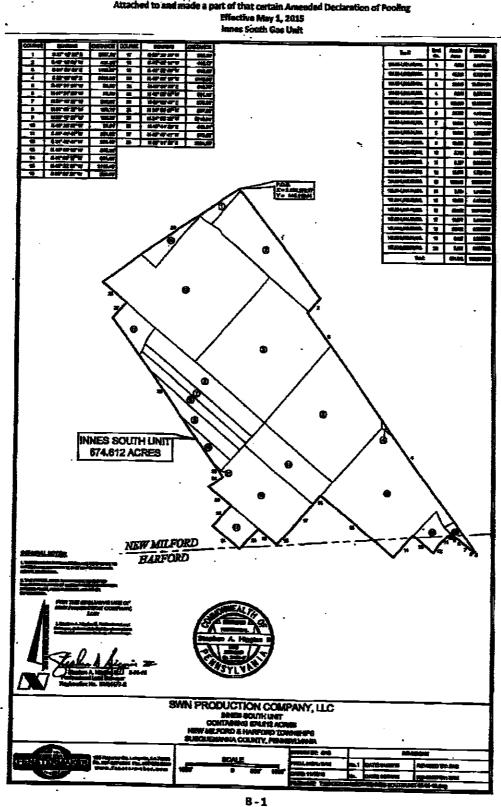
		Attached to and made	ched to and made a part of that cartain Amended Declaration of Pooling effective May 1, 2015	of Pooling e	ffective M	ay 1, 2015		
		Klarfo	Innes South Gas Unit Harford and New Millord Youmshire, Somehone America					
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-	111457/000	NOLAN, DEVENTY &		T				5
~	122663/000	OSBORNE, RÉCHARINA DE ARMES C	ELEXXX LAND SERVICES INC	12/14/2007	1/23/2008	200800806	200600606 128.00-1.011.02	4.600
	110475/000	LENMINGS GEORGIA	SCUTHWESTERN ENERGY PRODUCTION COMPANY	0102/1/21	12/7/2010 12/17/2010	201023734	201023734 128.00-1,012.00	45,396
	117932/000	SOUTH NEW MULCHED BAPTIST CHAIRCH	CLOWN LAND ACTIVES MC	700Z/(Z/TT / 100Z/(1/0T	1427/2007	100/1101	200722821 228,00-1,088,00	30.645
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	1.18569/000	BUROWSKU, JOHN		_	8/733/2009	200914258	200914258 128.00-1.045.05	13.869
11	120445/000	WILDEROOM, WILLIAM H & CARCE 2	FILTER AND ALLANDARY	_	21/16/2009	200917037	200917037 124.00-1,045.07	5.790
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ļ							Total:	674,612

EXHABIT "A"

R. 102a

A-1

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Edibit "5" Attached to and made a part of that certain Amended Declaration of Pooling

MARY F. EVANS Register of Wills - Recorder of Deade Clerk of Orphans' Court Division Court of Ca on Plens of Susque HAR County PO BOX 218 MONTROSE, PA 18801-0218

(170) 273-4600



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STATISTICS. MONTROLE, PERSONAL

*Total Pages-5

Instrument Number - 201505727 Recorded On 6/12/2015 At 3:38:34 PM

- * Exertment Type OIL POOLING Invoice Number 177136 * Granter SWN PRODUCTION COMPANY LLC * Granter NOLAN, BEVERLY J * Contoner SOUTHWESTERN ENERGY
- * FEES

STATE MELT TAL	\$0.50
RECORDING PERS -	
	\$\$3.50
RECORDER OF DEEDS	
COUNTY DEPROVEMENT FEE	\$2.00
RECORDER DEFROVEMENT FE	= \$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, 1X 77391 ATTN: MILLESA JACKSON

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



Mary P. Evans BECORDER OF DEEDS

Information denoted by an exterior, may change during the variation process and may not be reliected on this



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:

 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 Produ By: Tim R. Ite Sr. V. P. of Land

R. 105a

ACKNOWLEDGMENT BY COMPANY

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State of Texas	
County of Harris	

On this, the <u>1</u> day of <u>June</u>, 2015, before me <u>Ka</u>, <u>the</u> <u>M</u>. <u>Paul</u> 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 anthorized 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:



R. 106a

EXHIBIT "A" Attached to and made a part of that cartain Corrected Amendad Declaration of Pooling affective May 1, 2015 Innes South Gam Link

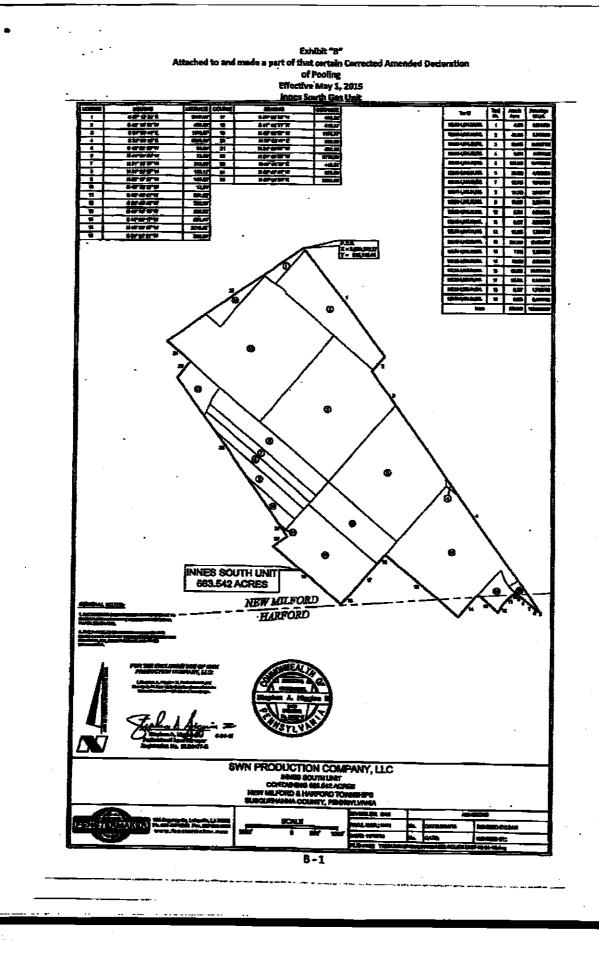
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_		SAGER, SUSAN ANN & JAMES A			6/8/2010	201000277	201000277 128.00-1.045.08	0.177
		Alexander, Robert F SA & Chern.	-		-			
	119073/000	ALEXANDER, DAVID	BI BYON (AMD REMISION MICH					
#	700935/000		IN COMPRETERN ANIMAL INC.	12/19/2009	4/5/2010	201004653	201004653 128.00-1.046.00	11.645
			ACCUTIVESIENT ENERGY FRODUCTION COMPANY	102/12/01 10/2/62/8	10/21/2011	2011128991	201112999 128,00-1,047,00	127.090
		KULMER. THOMAS						
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7	00349/000	THA MELVAN			1/24/2007	2007092721	200709272 228.00-1.049.00	7 534
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<u>र</u> इ	13112/000 1			9/19/2008	0102/1/6	201002552 1	201002552 147.00-2.022.01	\$ 107
				9/18/2009	0105/1/1	201002549 1	201002549 147.00-2,023.00	2.683
							Total:	683.542

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R. 107a



R. 108a

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MARY F. EVANS Register of Wills - Recorder of Decds Clerk of Orphans' Court Division Court of Common Pleas of Susquehanse County PO BOX 218 MONTROSE, PA 18801-0218

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(570) 278-4600



SUSQUERANNA COUNTY COURT HOUSE MONTROSE, PENNISTLYANIA

*Total Pages - 9

Instrument Number - 201317	
Recorded On 12/31/2013 At 1	1:02:41 AM
*Instrument Type - DEED	
Invoice Number - 157364	
* Grantor - HORN, MARY CO	NSTANCE
* Grantee - BRIGGS, ADAM	
*Customer - LAURENCE M H	VLLE
* TEKS	
STATE WRIT TAX	\$0.50
STATE JCS/ACCESS TO	\$23.50
JUSTICE	• • • • • • •
recording fees -	\$26.S0
RECORDER OF DEEDS	• • •
AFFORDABLE HOUSING	\$13.00
COUNTY IMPROVEMENT FEI	\$2.00
RECORDER IMPROVEMENT 1	7KH \$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 Susquehauses County, Pennsylvania.



ant. Cuar MARY F. EVANS RECORDER OF DEEDS

* - Information denoted by an exterick may change during the varification 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,	: CIVIL ACTION - LAW
۷.	:
SOUTHWESTERN ENERGY PRODUCTION COMPANY	: : : NO. 2015-1253
Defendant	:

Ş

CERTIFICATE OF SERVICE

L, 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,

U.L.

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: <u>www.csmlawoffices.com</u> Attorney for SWN Production Company, LLC KELLY LAW OFFICE LAURENCE M. KELLY Attornay at Law 65 Public Avenue Montrose, PA 18801 (570) 278-3861 (570) 278-3861 (570) 278-3112 FAX LD, # 27033 Counsel for Plaintiffs

IN THE COURT OF COMMON PLEAS SUSQUEHANNA COUNTY, PENNSYLVANIA S, PAULA BRIGGS, his wife,

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

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2015-1253

SOUTHWESTERN ENERGY PRODUCTION COMPANY

JURY TRIAL DEMANDED

<u>usn</u>

CLADO

7016 JAN -7

AN 10: 59

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.

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.

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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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.

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Conclusion of law to which no response is required. **66**. 67. Conclusion of law to which no response is required. Conclusion of law to which no response is required. 68. 68.1. See paragraphs 10 through 12 of the Complaint. Conclusion of law to which no response is required. **69**. 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. Conclusion of law to which no response is required. 74. 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.

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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. KEL 65 Public Avenue Montrose, PA |880| (570) 278-3861 (570)278-3112 FAX Í.D. # 27033

1.1

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, | 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.

DAM BRIGGS

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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.

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

DATED: date filed

IN THE COURT OF COMMON PLEAS OF SUSQUEHANNA COUNTY, PA

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

Plaintiffs.

Defendant

v.

: CIVIL ACTION - LAW

SOUTHWESTERN ENERGY PRODUCTION COMPANY

NO. 2015-1253

ROTHOROTAR

MOTION FOR SUMMARY JUDGMENT

Pursuant to Pa. R.C.P. No. 1035.2, Southwestern Energy Production Company fik/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

- 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").
- 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.
- 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

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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 president and persuasive authority from both Federal and other State Courts.

II. PROCEDURAL HISTORY

- 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.
- 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.
- 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.
- 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

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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. Sheafer and Denise E. Sheafer, 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

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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.
- 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.
- 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.

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- 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

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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.
- 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

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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

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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

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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;

roperty men no counter.

"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."

> > Page 9 of 35

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 believes 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 "<u>nearby</u>" without their consent, and believe that SWN is extracting natural gas from under their land...." (Emphasis Added)

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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

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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

Other courts when interpreting the rule of capture also found no liability for trespass when presented with similar claims. In *Ellif v. Texon 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 form 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. *Combing 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.

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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).

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.

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- 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."

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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.

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- 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

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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 Page 17 of 35

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

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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

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"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

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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

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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

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"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

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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:

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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

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- 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. *Chrystler 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."

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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.

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- 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

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"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.
- In Pennsylvania, the applicable statue of limitations for a conversion claim is two (2)
 years. 42 Pa.C.S.A. 5524(3)
- 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 Page 29 of 35

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

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"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:	Ycs.
Question:	Again was that about the five-year?
Answer:	Yes. That was between 2008 and 2013."

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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.
- 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).
- 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).

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- 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

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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 form 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.

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Respectfully submitted,

No

Jeffrey J. Malak, Esquire PA Supreme Court No. <u>86071</u> 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 Internet: www.csmlawoffices.com Attorneys for SWN Production Company, LLC

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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,	:	CIVIL ACTION - LAW
٧.	:	
SOUTHWESTERN ENERGY PRODUCTION COMPANY	:	NO. 2015-1253
Defendant	: :	

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,

1.*li*r

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: <u>www.csmlawoffices.com</u> Attorney for SWN Production Company, LLC

INDEX TO EXHIBITS

EXHIBIT 1 - Paid - Up Oil and Gas Lease

EXHIBIT 2 - Deed dated 08/18/86

EXHIBIT 3 - Partial Assignment

EXHIBIT 4 - Ratification

EXHIBIT 5 - Plaintiff's Deed dated 12/04/13

EXHIBIT 6 - Folger Declarations and Innes Declarations

EXHIBIT 7 - Adam Briggs' Deposition Pgs. 18 and 19

EXHIBIT 8 - Paula Briggs' Deposition Pg. 12

EXHIBIT 9 - Pl. Request for Admissions Answer No. 1

EXHIBIT 10 - Pl. Request for Admissions Answer No. 2

EXHIBIT 11 - Adam Briggs' Deposition Pg. 34

EXHIBIT 12 - Paula Briggs' Deposition Pg. 15

EXHIBIT 13 - Pl. Answer to Interrogatory No. 1

EXHIBIT 14 - Answer of Pl. to SWN's New Matter No. 46

EXHIBIT 15 - Adam Briggs' Deposition Pg. 23

EXHIBIT 16 - Paula Briggs' Deposition Pg. 14

EXHIBIT 17 - Adam Briggs' Deposition Pg. 31

EXHIBIT 18 - Adam Briggs' Deposition Pg. 29

EXHIBIT 19 - Adam Briggs' Deposition Pg. 26

EXHIBIT 20 - SWN Answer to Interrogatories Nos. 3 and 5

EXHIBIT 21 - Section 161 and Section 162, Restatement (Second) of Torts

EXHIBIT 22 - Certified Docket

EXHIBIT 23 - Adam Briggs' Deposition Pg. 21

EXHIBIT 24 - Larry Kelly letter dated 05/15/16

EXHIBIT 25 - Well Location Plat

EXHIBIT 26 - Completion Report

EXHIBIT 27 - Adam Briggs' Deposition Pg. 13

EXHIBIT 28 - Letter from Scott C. Owen, Esquire dated June 5, 2015

EXHIBIT 29 - Adam Briggs' Deposition Pg. 16

EXHIBIT 30 - Adam Briggs' Deposition Pg. 20

EXHIBIT 31 - Adam Briggs' Deposition Pgs. 27 and 28

EXHIBIT "1"

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THIS LEASE AGREEMENT is made as of the <u>18th</u> day of <u>July</u> 2006 between <u>M. Constance Horn (alica Constance Horn), a wittow</u> of <u>RR 1 Box 102. New Milford, Pennsvivania 18514</u> as Lessor (whisther one or more), and Elesco Land Services, Inc. of P.O. Box 383, Olean, NY 14760, as Lessoe. 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 bareby 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 Lesseholds - 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 <u>Harford</u>, in the County of <u>Sussuehanna</u>, Commonwealth of Pennsylvania, containing <u>74.03</u> 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 halium, 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 The rights gnature to besser interactions shall induce the right of ingress and egress on the leased premises of lands pooled or unlitzed 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, pis, electric and telephone lines, fiber optics and other communications facilities, power stations, and other facilities deamed necessary by Lessee to explore, discover, produce, store, (including storage in subsurface share), 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. fectives and are jointly operated with the leased premises for gathering, meating, compression and water resposal. 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 Lessoe hersunder, 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. Leases shall have the right at any time to remove its focuses, equipment and meterials, including, well casing, from the leased premises or such other lands during the term of this lease or within a reasonable time reater.

2. Term of Lease. This lease shall be in force for a primary term of Five (5) years from the date bereof, 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 pocied or unitzed 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 primery team.

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) small bases of produced volumes (whether by use as fast, ime 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 imitation, all gathering, denydration, 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.

see or its affiliate shall have the right to construct, maintain and operate any facilities providing some or all of the arvices identified as Post Production Costs. If this occurs, the rates charged by Leasee for such services shall not exceed the prevailing rates in the area for services of similar quality.

exceed the providing rates in the area for aervaces or senser quality. If Leasee 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 provintly to the leased premises. Such comparable arm's-length sales price shall be tess any Post Production Costs applicable to the specific arms-length transaction that is utilized.

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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 Of 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 shul-in royalty of the (\$5.00) dollars per acre then covered by this lease. The payment shall be made to Lessor on or before the first antiversary date of the lease following the end of the 90-day period and thereafter on or before each antiversary while the 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 lease following the end of the 90-day period and the result of a such operations or production, as the case may be. Lessee's failure to production and following the creasition of such operations or production, as the case may be. Lessee's failure to property pay shul-in royalty shall render Lessee liable for the amount due, but shall not operate to terminate this lease.

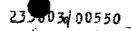
5. Operations. If Lessee drills a well on the leased premises, or lands pooled or unitized therewith, that is incapable of producing in paying quantities (hereinafter called 'dry hole'), or if all production (whether or not in paying quantities) permanently causes from any cause, including a revision of unit boundaries pursuart 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 intrine operations for reworking as existing well or for driving an additional well or for otherwise obtaining or restoring production on the leased premises or lands pooled or unitzed 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, se defined below, this lease shall remain in force so long as any one or more of such Operations or production of more than 90 consecutive days, and if any such Operations result in the production of Of and Gas Substances, as long thereafter as there is production in paying quantities from the leased premises or lands pooled or unlitzed 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) driling or any act preparatory to drilling (such as obtaining permits, surveying a drill site, staking a drill site, building reads, cleaning a drill site, or hausing equipment or supplies); (ii) reworking, plugging back, deepening, treating, stimutation, (i) drilling or any act disposal facilities related to the production, treating, stimutation of water disposal facilities and the physical movement of water produced from the leased premises; and (bv) construction of water disposal facilities and the physical move

6. Pooling. Lesses 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 defing or production, whenever Lesses deems it necessary or proper to do so in order to prudently develop or operate the leased premises, whether or not similar pooling authority covers the state 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%, and for a gas well or 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 40 acres plus a maximum acreage tolerance of 10%, and for a gas well or 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 40 acres plus a maximum acreage tolerance of 10%, and for a gas well or any be prescribed or permitted by any governmental authority having juricidizion over such matters. In exercising its pooling fights 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 operation of the total unit producton which the net acreage covered by this lease and included in the unit bears to the total acreage in the unit, but not the poling criteria Lessee expects

7. Unitization. Lesses 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 tesses'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 automity 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-convenance.

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 peoled 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 endent any royalty or other payment attributable to the Oil and Gas/Mineral estate covered by this lease is payment otherwise payable to Lessor hereunder, such royalty or other payment shall be deducted from the corresponding amount otherwise payable to Lessor hereunder.





10. Release of Lease. Lease may, at any time and from time to time, deliver to Leasor 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 artising with respect to the interest or released. If Lessee releases less than all of the interest or area covered hereby, Lessee's obligation to pay or tender stut-in royalties shall be proportionately reduced in accordance with the net acreage interest retained herebunder.

11. Regulation and Delay, Lessee's obligations under this lease, whether express or implied, shall be subject to all applicable laws, nates, regulations and orders of any governmental autiontly 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, nules, 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, rebellon, insurrection, rid, strike or labor disputes, or by inability to obtain a satisfactory market for production or failure of purchasers or carries to take or transport 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 or any provisions or implied covenants of this lease when drilling, and the 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 there is a final judicial determination that a breach or default has occurred, this lesse shall not be forfeited or cancelled, in whole or in part, unless Lessee is given a reasonable time after said judicial determination to remody the breach or default and Lessee for a lessee is given a reasonable time after said judicial determination to remody the breach or default and Lessee for a lessee is given a reasonable time after said judicial determination to remody 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, levited or assessed on or against the leased premises. If Lessee exarcises 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 liseif out of any royalities or shut-in royables otherwise payable to Lessee hereunder. In the event Lessee is made aware of any claim inconsistent with Lessor's title, Lessee may suspend the payment of royalities and shut-in royalities hereunder, without interest, until Lessee has been furnished satisfactory evidence that such claim has been resolved.

14. Indemnity. Lessee will indemnity and hold Lessor, harmless from any and all claims, demands, suits, iosaes, damages, and coats (inducting, without isnitation, any attorney tees) incurred by the Lessor which may be asserted against the Lessor by reason of or which may arise out of ar which may be related to Lesses's activities on the leased premises.

15. Right of First Refusat. If, at any time within the primary term of this lease or any continuation thereof, or within six (5) months thereafter, Lessor receives any bone 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 thece in the enter into an oil and gas lease with Lessor on a complete copy of any such offer to advise Leasor in writing of its election to enter into an oil and gas lease with Lessor on equivalent terms and conditions. If Lessee tails to notify Lessor within the aforesaid filteen (15) days 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 vaid.

SEE ADDENDUM ATTACHED HERETO AND MADE & 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 numed as i_secor. WITNESSES AND/OR ATTESTATIONS: LESSOR (WHETHER ONE OR MORE)

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EXHIBIT "A" - ADDITIONAL LEASEHOLDS

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batween M. Constance Horn (a/k/a Constance Horn), as Lessor and Elexco Land Services, Inc., as Lessee dated the <u>18th</u> day of <u>July</u> 2008

The Leasehold is located, all at in part, in the Total of Harford in the County of Superinthema, in the State of Perunsylvania, and is bounded substantially formerly or currently as follows:

On the North by lands of Theories & Cion Melven, 147.00-2012.00: On the East by lands of Mark & Lot Novak, 147.00-2.038.04;

On the South by lands of Mark Levis, 147.03-1.004.00:

On the West by lands of

Richard & Elsine Osborne, 147.00-2.010.00:

Tax IDF 147.00-2.011.00

Dasd or other instrument by which the Lessor acquired title

The Leasehold is located, all or in part, in the Locat of He of Harlard in the County of Supportunitance, in the State of ingele, and is bounded substantially formerly or currently as folio Репле

On the North by tends of Richard & Elejan Onborne, 147.00-2.010.00 & Consisting Host. 147.00-2.011.00 On the East by lands of Constance Hom. 147.00-2.011.00; On the South by lands of Constance Hom. 147.00-2.011.00 & David & Davise Scheefer, 147.00-2.008.01: On the West by lands of David & Davise Scheder, 147.00-2.009.01 & R. & E. Onborne, 147.00-2.010.00; Tax 10# 147.00-2.030.00

Deed or other instrument by which the Lassor acquired the

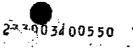
The Lessenhold is located, all or in part, in the <u>Tourn</u> of <u>Harford</u> in the Cou atv of Su ana. In the State of

Permathania, and is bounded substantially formerly of currently as fold On the North by lands of Bandoulars Boulevard On the East by lands of Richard & Karen Jones, 147 63-1.012.00; On the South by lends of Tinciev Lake: On the West by lands of Edmund & Mary Jones, 147.03-1.010.00;

Tex ID# 147.03-1,011.00

Deed or other instrument by which the Leesor acquired title





ADDENDUM

1. General

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

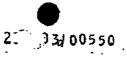
- (a) In the event of a conflict between a provision contained in this Addendum and a provision contained in the Lease, the provision contained in this Addendum prevails.
- (b) Unless expressly indicated otherwise, all capitalized words used in this . Addendum have the same meaning attributed to them 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 desmed acceptance of the original location proposed by Lessee.
- 4. Lessee shall test Lesser's domestic water supply (as to quality and quantity) prior to the commencement of drilling operations on the Lessehold (the "Initial Test"). Upon completion of drilling operations on the Lessehold 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 parsonal injury or property damage caused by Lessee's operation on the lessed premises, or actions or activities connected with the Lessee's activities on the lessed premises, caused to the entent the injury or damage is caused by the Lessor's own negligence.
- 6. Insurance

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In the event Lessee conducts drilling operations on the Lessehold 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 Lesse.



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 syndencing 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.

- 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 looked 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.
- 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.
- 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 Lesson'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 Lesse. 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 matized therewith.
- 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.

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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 proceeding 12 months, and for checking the amount of payments lawfully due the Lessor under the under the terms of this agreement. In exercising this right, Lessor shall give reasonable notice to Lessee of its intended audit and such andit ahall 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 Lesse 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 hereander, 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 Lesse 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 MMASCF/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 is less than three million standard cubic faet per day (3 MMSCF/D) for gas produced and thereafter sold at the well or wells on the leased premises or on lands pooled or unitized with leased premises is less than three million standard cubic faet per day (3 MMSCF/D) for the month of royalty payment, then the royalties for gas produced and thereafter sold at the well head premises is less than three million standard cubic faet 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 Barryy Production Company (SWN)

This Addendum executed as of the Lease date.

MCK

ACKNOWLEDGEMENTS

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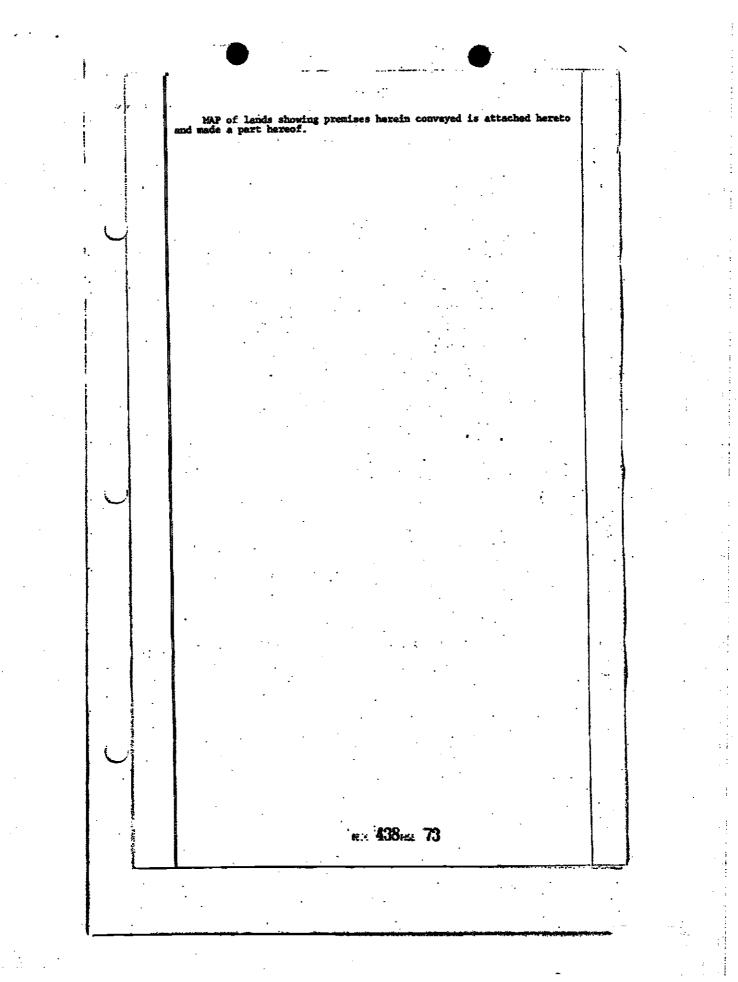
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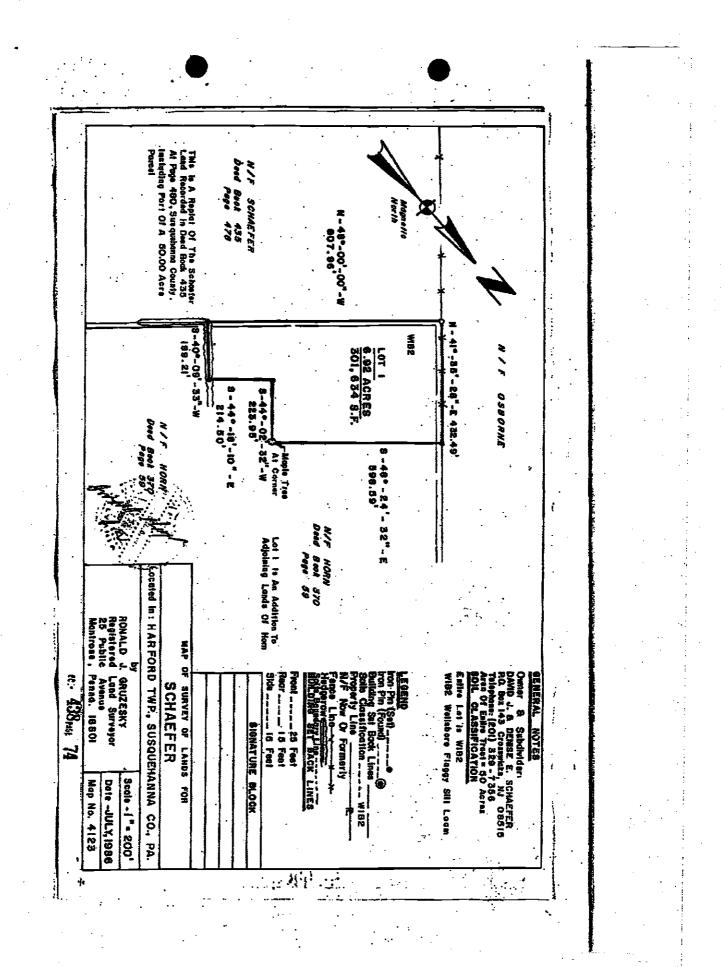
EXHIBIT "2"

1841 August undred and Eighty-Six 316 **Schurgen** DAVID J. SCHAEFER and DENISE E. SCHAEFER, his of Crosswicks, New Jersey, GRANTURS wife. N D A FINWICK P. HORN and M. CONSTANCE HORN, his wife, of Herford Township, Susquehanna County, Pennsylvania, GRAMTEES, as tenants by entizety, · y Han COMMONWEALTH OF FENNSYLVALSIA DEPARTMENT OF REVENUE 12 同相評 262.80 ъø **≜**G (NE Witne Betty, That in consideration of \$6,280.00 in hand paid, the receipt whereaf is hereby ashnowledged, the said gran and compay to the said grantes 5. their heirs and assigns, -All that cartain parcel of land situate in the Township of Harford, County of Susquehamma, Pennsylvania, bounded and described as follows: EEGINNING 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 fact 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 sight degrees two minutes thirty two seconds east five hundred minety 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 the seconds east two hundred fourteen and fifty hundredths feet to a point; (3) South forty four degrees eighteen the seconds west two hundred fourteen and fifty hundredths feet to a point; (4) South forty one hundredths feet to the point forty degrees nine minutes thirty three seconds wast one hundred ninety nine and, twenty one hundredths feet to the point of beginning. Cr CONTAINING 5.92 acres of land more or less as surveyed by Rousld J. Gruzesky, Registered Land Surveyor, 1986. Map attached hereto. SUBJECT to any essements 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 & 438ms 72

R. 167a



R. 168a



13 And the sold granter a hereby manyant generally . 60 isterit à In Wilness Willevert, said granter Shave Acrounto set that Ac and S the day and your first above written. and a set Signad, Seabrit and Bolikered. In the Presence of H Commonwealth of Vanesallocation 3-3₁₂ Council of SUSOLEHANN On this, that & day of august 19 86 before me a Notary Public, $\overline{\mathcal{C}}$ David J. Schaefer and Denise E. wife, Scheefer e within riig y ATA umani, and acknowledged that they executed the same for the purpose thered IN WITNESS WHEREOF, I have harsunto set my haud and official -NT COMMISSION EXPIRES W Co D-20-74 Martilly Cratifity, star et. prat us of the grantes * herein is RD # 1 Box 102 New Milford, PA 18834 . RECORDED E.S. I. HEL 438 HEE 75 HISE AUG 18 AN ID 16

R. 170a

EXHIBIT "3"

MARY F. EVANS Register of Wils - Recorder of Deeds Clack of Orphans' Court Division non Plane of Susqu PO BOX 218 Court of Con and County MONTROSE, PA 18801-0218

(578) 278-4608



STROUGHANNA COUNTY COURT BOUSE MONTROSE PERGENTANA

Instrument Number - 201214573 Recorded On 11/26/2012 At 1:50:33 PM

Hecorded On 11/20/2012 At 1:20:53 FRA *10 * Instrument Type - OIL LEASE ASSIGNMENT Invoice Number - 135112 * Grantor - CABOT OIL & GAS CORPORATION * Grantos - SOUTHWESTERN ENERGY PRODUCTION CO

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- * Contomer SOUTHWESTERN ENERGY ally setting

STATE WRIT FAI	\$0.50
RECORDING FEES -	\$61.00
RECORDER OF DEEDS	•
COURTY IMPROVEMENT FILE	\$2.00
RECORDER IMPROVEMENT FE	\$3.00
TOTAL PAID	\$66.50

This is a certification page

* Total Pages - 25

DO NOT DETACH

This page is now part of this legal document.

RETURN DOCUMENT TO: SOUTHWESTERN ENERGY 2359 N SAM BOUSTON PARKWAY LAST SUITE 125 HOUSTON, TX 77832 ATTN: MONICA

I hereby CERTIFY that this doesness is recorded in the Recorder's Office of Suquehanna County, Poussylvania.



MARY F. EVANS RECORDER OF DEKIS

- Information domains by an associate may change during the verification process and may not be reflected on this



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PARTIAL ASSISTMENT OF OIL & GAS LEASES

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COMMONWEALTH OF PENNSYLVANIA.

THAT, CABOT OEL & GAS CORPORATION, a Deinwere corporation, whose address is 840 Gesmer, Saite 1400, Houston, Texns 77024-4152, heusionfler sometimes referred to as "Assigner," 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 harshy acknowledged, does hareby grant, hargain, sell, assign, transfer, convey and set over unto SOUTHWESTEREN RAUKACY FRODUCTION COMPANY, an Adoress corporation, whose address is 2330 N. San Houston Parkeay East, Suite 125, Houston, Toxas, 77032, hereinsther semetimes referred to as "Assigner", all of Assigner's right, title and interest in and to the oil and gas leases insofter as and only insofter as said leases covers 384.23 arress more or less, as described on Exclusion "A1" and "A1" and shown on Exclusion "B1," "B2," and "B3" attached hereto (the "Leaser").

The provisions of this Assignment shall be construed as covenants running with the land and shall be binding upon and inner to the benafit of the parties hereto, their respective successors and emigns. This Assignment is firstner made subject to all of the terms, conditions and reservations set forth in the Leanes and any and all intervening assignments of the Leanes or interest therein. Assigned docs further agree to be bound by the terms and conditions stated in the Leanes.

In the event a dispute arises as to the maturing or interpretation of this Assignment or the rights and responsibilities of the parties created hereonder, this Assignment shall be detened to have been dualled by all parties hereto.

TO HAVE AND HOLD must Assignee, its successors and assigns, the Lenses, and the anexidments or agreements modifying the terms thereof, together with the percent property, apputtemances, improvements thereon, used in connection therewith, but subject to all of the terms and provisions of this Assignment and of the Lenses. The lensehold rights and interests hereby transfarred are free from all lieus and encombrances, other than set out above or already made known by each party to the other as of the date hereof, but Assigner does not warmen tike to the lensehold relate encomb by, through and under Assigner.

This Agromment 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.

Page 1 of 3

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IN WITNESS WHEREOF, Assigner and Astigner have each accounted this its proper and faily suctorized officers on the <u>SSL</u> day of November, 2012.

ASSIENCE

CABOT OIL & GAS CORPORATE By: Name: Todd Lieb! Title: Vice Presid 11

STATE OF TEXAS

COUNTY OF HARRIS

On this 54 day of November, Liebl, known to be the Vice Preside and that he succused the wide 2012, before me, the un at, Lond and Business De , 2012, befor n of Cair nt Oil & Gus Co and solo

My C

t W clary

IN WITNESS WHERBOF, Assignar and Assignce have each executed this Partial Assignment through its proper and fully anthonized officens on the ______ Ray of November, 2012.

ASSIGNET SOUTEWESTEEN ENERGY PRODUCTION COMPANY 1 Name Title: Jan K i 200 Senior Vice President of Land

STATE OF TEXAS

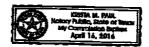
COUNTY OF HARRIS

Con this 14, On this 14, day of November, 2012, before me, the undersigned officer, personally appeared Jim R. Deware, known to be the Senior Vice President of Lord of Southwestern Bacry Production Company, and dust he executed the willing instrument, and acknowledged to me that said instrument was the fire act and deed of said corporation. Witness the land and official seal of the undersigned this the day and year first in this cartificate written.

100 101 001

The my Paul

My Commission Expires:

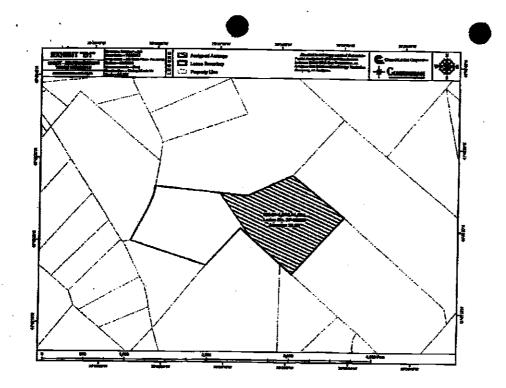


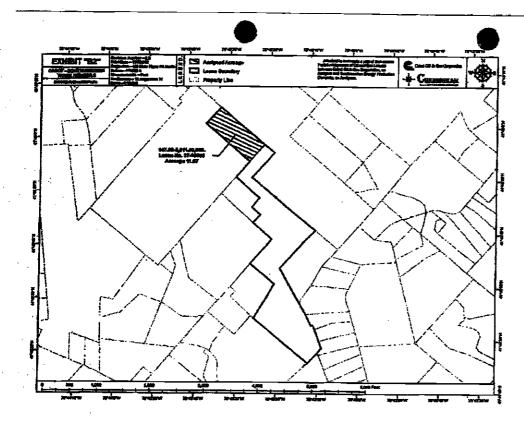
Page 3 of 3



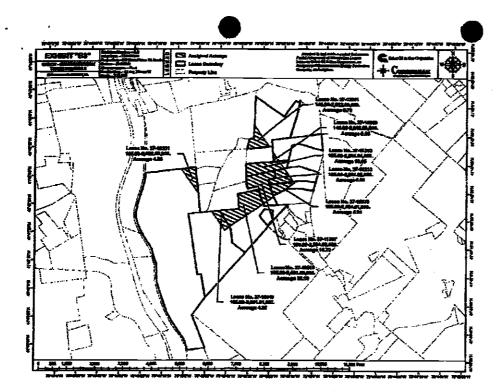


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REALTY TRANSFER TAX STATEMENT OF VALUE

Brok He 2012 14573

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king .						
SOUTHMESTERN ENERGY PRO	DOUCTION	OMPANY		Telephone Humber; (281) 818-4700		
Halling Address 2360 N. SAM HOUSTON PARKS	AY EAST		HOUSTON		22 Code 77052	
B. TRANSFER DATA			C. Date of Acceptance	of Document		
PETER S. WATROUS, TRUSTEE			Graduly/Innel() SOUTHNESTERN ENERGY PRODUCTION COMPANY			
RR 2 BOX 2621		_	Hulling Additions 2350 N. SAM HOUSTON	PARKWAY EAST		
Giy	Sate	ZIP Cade	City	Sala	ZP Cade	
HALLSTEAD	PA	18822	HOUSTON	TX	77032	
D. REAL ESTATELOCATION						
Street Address			Allen Township Barrowski			

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F. EXEMPTION DATA 14. Amount of Baseplan Calact 0.00 14.74 unt in Annel B is. Autom iac of G

Check Appropriate Box Balow for Examption CL

1 Will or intestate succession

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Transfer from a trust. Date of transfer into the trust If trust was amended attach a copy of original and d ath 🛄 Transfer beb

en principal and agent/abaw party. (Attach complete copy of agency/abaw party agre nt.) Transfers to the commonwealth, the U.S. and instrumentalities by gift, dedication, conditionation. (If condemnation or in lieu of condemnation, attach copy of resolution.) mation or in lieu of con

Transfer from mortgager to a holder of a mortgage to default. (Attach copy of mortgage and nota/a

ntent) Corrective or confirmatory deed. (Attach complete copy of the deed to be corrected or confirmed.)

Statistory corporate consolidation, margar or division. (Attach copy of articles.)

Other (Masse explain exemption claimed.) 72P.S. SEC. 6102-C.3(22)

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REALTY TRANSFER TAX STATEMENT OF VALUE Back Stands

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F. EXEMPTION DATA		
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a ck Appropriate Box Below for Exe

📋 Will or Intestate succession.

State its state Transfer to a trust. (Attach complete copy of trust agr it Muntifying all be neficiaries.)

Transfer from a trust. Date of the If trust was amended attach a o L & CODY O

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w party. (Attach complete copy of agency/st w party age Transfers to the co demnation. (If con nextalities by gift, dedication, conde Son, attach copy of machation.) alth, the U.S. and n or in lias of con manifican or in linu of cor

Transfer from mortgager to a holder of a mortgage in default. (Attach copy of mortgage and note/a
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 Statutory corporate consolidation, marger or division. (Attach copy of articles.)

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REALTY TRANSFER TAX STATEMENT OF VALUE

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Name SOUTHWESTERN ENERGY	PRODUCTION	OMPANY		Telephone Number: (281) 616-4700	
Palling Additions 2360 N. SAM HOUSTON PA	RINNAY EAST		HOUSTON	Marte TX	20 Code 77032
8. TRANSFER DATA			C. Date of Accepta	ce of Document	
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NEW MILOFORD	PA	18834	HOUSTON	X	77832
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			(201) 515-4700		
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			HOUSTON	TX 77032	
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NORMAN N. & TAMMY L, NORT	ON, SR.		SOUTHWESTERN ENERGY PRODUCTION COMPANY		
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ay	State	20P Code	Qu	Same 29 Cade	
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2950 N. SAM HOUSTON PARIGNAY EAS	Π <u> </u>		HOUSTON	X	77032	
<u>B. TRANSFER DATA</u>			C. Date of Acceptance	of Document		
Genter(s)/Lessor())			Gardentit/Lessests			
MATTHEW S. PECKINS			SOUTHWESTERN ENERGY PRODUCTION COMPANY			
National Address			Hailing Address			
P.0. 80X.41			2350 N. SAM HOUSTON P	ARIONAY BAST		
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KINGSLEY	PA	15526	HOUSTON	TX	77032	
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Mility Address 2360 N. SAM HOUSTON PARKW/	YEAST		Cuy HOUSTON	State 7X	29 004
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Genter(v)Lener(s) FRED S. & SNARON M. GRASSO			General Content (C)		
Halling Address			Filling Address		AME ANT
RR 1 BOX BEA-1			2350 N. SAM HOUSTON PARKWAY EAST		
		28 Cade	City	Sate	20 Code
	PA	18834	HOUSTON	TX	77032
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REALTY TRANSFER TAX STATEMENT OF VALUE

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SOUTHWESTERN ENERGY PRODUCTION COMPANY				(281) 818-470		
Halling Address			City -		State	ZOP Code
ZISE N. BAM HOUSTON PARKWAY EAST		HOUSTON		TX	77082	
B. TRANSFER DATA			C. Date of Accept	ance of Document	t	
Gradier(#)/Laterr(#)		Grantes(x)/Lemech()				
JOHN THOMAS & JUDITH M. S	ALINKAS		SOUTHWESTERN E	NERGY PRODUCT	TON (COMPANY
Halling Address			Mailing Address			
RR 1 BOX 65W		2500 N. SAM HOUST		str.		
City	Store	22P Cede	City .	1	ale a	122 Cade
NEW MILPORD	PA	16894	HOUSTON		72	77852
D. REAL ESTATE LOCATION	1					1

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Nallog Address 2350 NL SAM HOUSTON FARKWAY EAST			City	State 22 Code	
	TEASI		HOUSTON	TX 177032	
B. TRANSPER DATA			C. Date of Acceptance of Document		
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PETER & WATROUS, TRUSTEE			SOUTHWESTERN ENERGY PRODUCTION COMPANY		
Heling Address			Mailing Address		
RR 2 BOX 2521			2350 N. SAM HOUSTO	N PARKMAY EAST	
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 Consective or confirmatory deal. (Attach complete copy of the deal to be corrected or confirmed.)
 Statutory corporate consolidation, marger or division. (Attach copy of inticles.)
 Other (Please explain exemption defined.) <u>72P-8, 6ED. 0102-C.9(22)</u>

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				Telephone No.	mber:	
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B. TRANSFER DATA					TX	77032
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REALTY TRANSFER TAX STATEMENT OF VALUE

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Halling Address				State	200 000
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B. TRANSFER DATA	_		C. Date of Acceptance	of Document	
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Hulling Address					
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REALTY TRANSFER TAX STATEMENT OF VALUE

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Halling Admin 2380 M. SAM HOUSTON PARKANAY EAST			HOUSTON		Statu TX	20 Cash 77032
B. TRAMSFER DATA			C. Date of Acces	tance of Docum		
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Halley Advants 8 MAIN STREET			2350 N. SAM HOUR			
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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.)

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REALTY TRANSFER TAX STATEMENT OF VALUE

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

SOUTHWESTERN ENERGY PRODUCTION COMPANY			Telephone Nuclines (281) 615-4700			
Huling Address 2350 N. SAM HOUSTON PARKMAY EAST		HOUSTON	State. 27 Cade. 7X 77032			
B. THANSFER DATA			C. Date of Acceptance			
Granter(s)/Linear(s) M. CONSTANCE HORN		Genetee(s)Account(s)				
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NEW MILFORD	PA	16834	HOUSTON	TX 77032		
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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 con-demnation. (If condemnation or in lieu of condemnation, attach copy of resolution.)

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1 20 2010 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, PENNISTIVANIA

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

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STATE WRIT TAX	\$0.50
RECORDING FEES -	\$13.00
RECORDER OF DEEDS	
COUNTY IMPROVEMENT	
RECORDER IMPROVEMEN	T 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** PTTTSBURGH, PA 15276

* Total Pages - 3

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



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, heretofort on the <u>18th</u> day of <u>July, 2008</u>, a certain Oli and Gas Lease was entered into by and between <u>M. Constance Horn (also Constance Horn), a widow</u>, Lessor, and <u>Elexon Land Services. Inc.</u>, Lessee, which lease or a memorandum thereof is recorded among the records of Susquehanna County, Pennsylvania, for reference purposes only at Instrument # <u>2008 12354</u>, <u>Elexon Land Services. Inc.</u> assigned its interest to <u>Southwestern Energy</u> <u>Production Company</u> on <u>May 12, 2009</u> in Instrument # <u>2009 08551</u>; and <u>Southwestern</u> <u>Energy Production Company</u>, assigned its interest to <u>Cabot Oli & Gas Corporation</u> on <u>December 15, 2010</u> in Instrument # <u>2011 01650</u>.

Said lease covers the following described lands in the Township(s) of <u>Harford</u>, County of Susquehanna, State of Pennsylvania, containing <u>74.03</u> acres, more or less, fix reference purposes only, now or formerly identified as Tax Map #(a) <u>147.08-2.011.00</u>; 147.00-2.039.08; and 147.03-1.011.00, bounded substantially by lands now or formerly owned as follows, to-wite:

147.06-2.011.00

On the North by:	Theodore & Olga Meiyan, 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 & Elsine Osborne, 147.00-2,010.00.

147.08-2.039.00

 On the North by:
 Richard & Elaine Osborae, 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 Schaefar, 147.00-2,009.01.

 On the West by:
 David & Dennis Schaefar, 147.00-2,010.00 & David & D. 2,010.00.

147.03-1.011.00

 On the North by:
 Barefinoters Boulevard.

 On the East by:
 Richard & Karen Jones, 147.03-1,012.00.

 On the South by:
 Tingley Lake.

 On the West by:
 Edmand & 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

bereby ratify(ics), 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, Salte 481. Pittsburgh. PA 15276-0130

Page I

Ratification by HORN

37-16090

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 heremito set his/her/their hand(s) and seal(s) and made this instrument effective the ______ day of <u>February</u>______. 2013.

X M. Comtance Astron M. Constance Hora (aka Constance Hora)

ACKNOWLEDGMENT

State/Commonwealth of PENNSYLVANIA

County of SUSOUEHANNA

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

SEAL My commission expires

J.J.J lotary Public

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Page 2

Refification by HORN

37-16068

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

* Total Pages - 9

	-
Recorded On 12/31/2013 At 11:	02:41 AM
* Instrument Type - DEED	
Invoice Number - 157364	
Grantor - HORN, MARY CON	STANCE
* Grantee - BRIGGS, ADAM	
* Customer - LAURENCE M KE	1.I.Y
PERS	
STATE WRIT TAX	\$0.50
STATE JCS/ACCESS TO	\$23.50
JUSTICE	,
RECORDING FEES -	\$26.50
RECORDER OF DEEDS	
AFFORDABLE HOUSING	\$13.00
COUNTY IMPROVEMENT FEE	\$2.00
RECORDER IMPROVEMENT PE	E \$3.00
MOUNTAIN VIEW SCHOOL	\$0.00
REALTY TAX	
HARFORD TOWNSHIP	\$0.00
TOTAL PAID	\$68.50

Instrument Number - 201317052

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DO NOT DETACH

This page is now part of this legal document.

RETURN DOCUMENT TO: ADAM BRIGGS 618 RICHARDSON ROAD NEW MILFORD, PA 13834

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



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 103 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 seised 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 CONSIANCE HORN a/k/a M. CONSIANCE 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 Osmun; 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 ½ 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 Osmun south 42 degrees east 79 rods and 8 1/2 links to a stake and stones; thence by lands formerly of Andrew Osmun 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. 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, 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 onehalf 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, at page 529.

SECOND PIECE: BEGINNING at a stake and stones for corner in line of land, now or formerly, of Colline Richardson; thence along said line south 49 degrees west 18 rods to a stramp for corner; thence along land, now or formerly, of J. O. Manson north 41 degrees west 98 rods to stake and stones for carner; 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 Manantha Osmun 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 cast 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 478)-Being Lot No. 9 on the W. H. Richardson plot of lots on Tingley Lake as made by Philip Wheaton, Angust 8, 1936; said lot being fifty (50) feet front on the lake and fifty (50) feet rear along the driveway and being one kundred thirty (130) feet deep along the line between Lots 8 and 9 and one hundred tim (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 priviles 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.

BUT WE NOT THE PERSON AND ADDRESS OF A DEPARTMENT OF A DEPARTMENT CONSTANCE BOILD IN A DEPARTMENT OF A DEPARTMENT CONSTANCE BOILD IN THE PIC. BY deed dated September 25 JULY and PERSON IN Surpression County Deed Book 370 at page 050 and provide The PIC II DEPARTMENT COUNTY Deed Book 370 at page 050 and provide The PIC II DEPARTMENT COUNTY DEED BOOK 370 at page 050 and provide The PIC II DEPARTMENT COUNTY DEED BOOK 370 at page 050 and provide The PIC II DEPARTMENT COUNTY DEED BOOK 370 at page 050 and provide The PIC II DEPARTMENT COUNTY DEED BOOK 370 at page 050 and provide The PIC II DEPARTMENT COUNTY DEED BOOK 370 at page 050 and provide The PIC II DEPARTMENT COUNTY DEED BOOK 370 at page 050 and provide The PIC II DEPARTMENT COUNTY DEED BOOK 370 at page 050 and provide The PIC II DEPARTMENT COUNTY DEED BOOK 370 at page 050 and provide The PIC II DEPARTMENT COUNTY DEED BOOK 370 at page 050 and provide The PIC II DEPARTMENT COUNTY DEED BOOK 370 at page 050 and provide The PIC II DEPARTMENT COUNTY DEED BOOK 370 at page 050 and provide The PIC II DEPARTMENT COUNTY DEED BOOK 370 at page 050 and provide The PIC II DEPARTMENT COUNTY DEED BOOK 370 at page 050 and provide The PIC II DEPARTMENT COUNTY DEED BOOK 370 at page 050 and provide The PIC II DEPARTMENT COUNTY DEPARTMENT

This conveyance is made subject to any conditions, restrictions or reservations and together with any rights, essements or privileges appurtement 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.

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. Osmua'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 onehalf 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 Clarance 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 ½ 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. 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.

CENSION IN THE PROPERTY STORE OF THE PROPERTY AND THE PRO

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 Susquelizona, Pennsylvania, bounded and described as follows:

BEGINNING at a point on the common boundary line of lands now or formerly of Schaeler 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 long lands now or formerty 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 essements or rights-of-way of record or visible on flie ground.

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

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 Doods Clerk of Orphans' Court Division Court of Common Place of Suspendamen County PO BOX 218 MONTROSE, PA 18891-0218

(570) 278-4600



SUSQUEELAINIA COUNTY COURT HOUSE MONTROOM, PEROSELXANIA

*Total Pages-6

ent Number - 201211820 Recorded On 9/27/2012 At 12:50:58 PM

- *Instrument Type OIL POOLING Invoice Number 132403 *Grantor SOUTHWESTERN ENERGY PRODUCTION CO
- *Grantee ALLEBACH, MARVIN S
- * Customer SOUTHWESTERN ENERGY

* FEES

STATE WRIT TAX	\$0.50
RECORDING FEES -	\$51.50
RECORDER OF DEEDS	
COUNTY IMPROVEMENT FEE	\$2.00
RECORDER IMPROVEMENT 72	\$3.00
TOTAL FAID	\$57.00

This is a certification page

DO NOT DETACH

This page is now part of this legal document.

RETURN DOCUMENT TO: STEPHEN PULTON 1 PAULINE DRIVE CLARKS SUMMIT, PA 18411

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



MARY F. EVANS RECORDER OF DEEDS

a de stad by an : risk zagy el illigritudion denoted by an asterial easy change during the varification process and may not be reflected on this page.



DBCLARATION OF POOLING POLGER GAS UNIT NEW MILPORD TOWNSHIP, SUBQUEHANNA COUNTY COMMONWEALTH OF PENNSYLVANIA

WHEREAS, SOUTHWESTERN ENERGY PRODUCTION COMPANY, an Arkaness corporation authorized to conduct business in the Commentwealth of Pennsylvania, hereinafter referred to as "SEPCO," is record owner of all of those oil and gas lasses identified in Bohlhit "A" to this Declaration of Pooling, hereinafter "Lesses," and,

WHEREAS, the tracts of land subject to the Lesses 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 anthonized under the terms of the Lesses 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 Lesses makes it necessary and advisable to pool and to combine the Lesses and portions of Lesses 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 acress identified in Bohibit "A," the boundary of which is depicted in red on the plat identified as Bohibit "B," attached hereto and made a part hereof, for the drilling, development, and production of oil and/or gas therefrom as to all formations. To the extent of any inconsistency between the information contained in Exhibit "A" and that depicted on Bohibit "B," Exhibit "A" shall supersede and control.

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

This Declaration of Pooling is made without projudice 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 anthorized representative, has executed this Declaration of Pooling which shall be effective as of September 1, 2012.

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Southwestern Energy Production Company

None By: Jojin Nicholas General Manas

its: General Manager-Appalachia Division

ACKNOWLEDGMENT BY CORPORATION

State of Texas	:	~~
County of Harris	:	SS:

On this, the <u>Strin</u> day of <u>September</u>, 2012, before me <u>their). (her.fator</u>, the undersigned officer, personally appeared John Nicheles, who acknowledged bimself to be the General Manager- Appelachia Division of Southwestern Energy Production Company, a corporation, and that he as such officer, being sutherized to do so, executed the foregoing instrument for the purposes therein contained by signing the name of the corporation by himself as General Manager- Appelachia Division.

in Witness Wheneof, I hereunto sat my hand and Notarial seal.

Migrica S. Hutchison Notary Public

My commission expires:

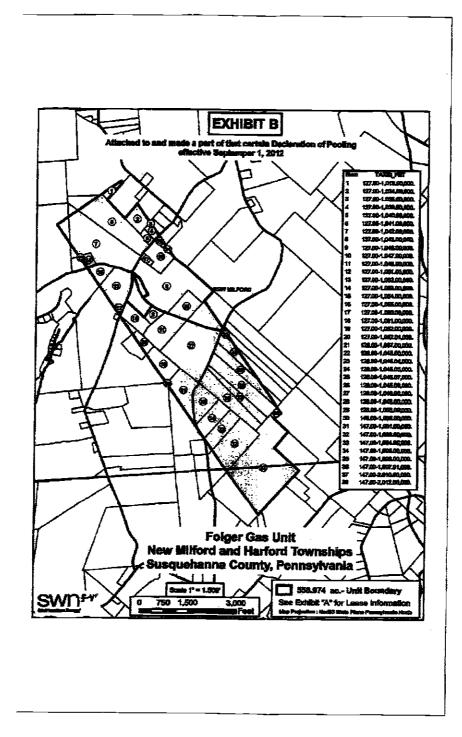
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MARY F. EVANS Register of Wills - Recorder of Deeds Clerk of Orphans' Court Division Court of Common Pleas of Susquehanna County PO BOX 218 MONTROSE, PA 18801-0218

(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 * FEES STATE WRIT TAX \$0.50 RECORDING FEES -\$50.00 RECORDER OF DEEDS COUNTY IMPROVEMENT FEE \$2.00

\$55.50

RECORDER IMPROVEMENT FEE \$3.00

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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 Sosquehanna County, Pennsylvania.



MARY F. EVANS **RECORDER OF DEEDS**

* - Information denoted by an asteriak 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.

By:

Its:

Southwestern Energy Production Company

General Manager-Appalachia

John R. Nicholas

ŰMF RC.

ACKNOWLEDGMENT BY CORPORATION

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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. Nickolas, acknowledged said instrument to be the free act and deed of said corporation.

Thomas My commission expires: 519 2014

•	
	MONICA D. HUTCHESON Notary Public, State of Toxes My Commission Expires May 19, 2014

Hutcheson

<u>ħ:</u>

Notary Public

Attached and made part of that certain Amended Declaration of Pooling effective March 19, 2013

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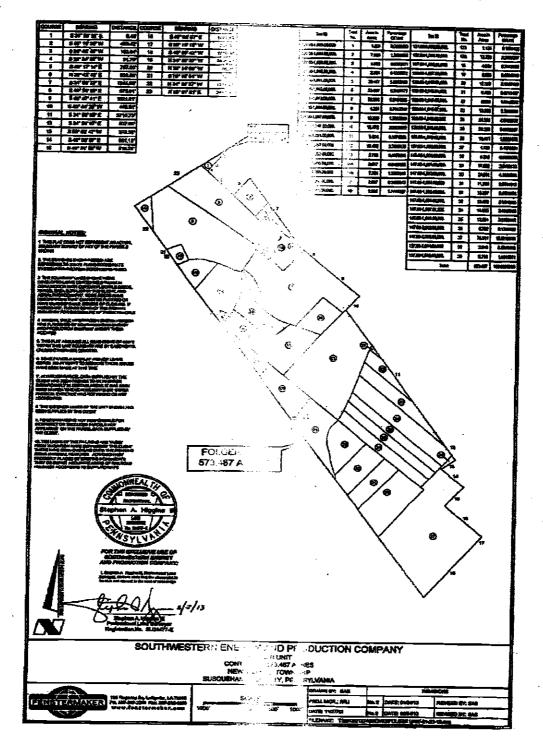
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Exhibit "B" Attached and made part of that Certain Amended Declaration of Pooling effective March 19, 2013 Folger Gas Unit



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MARY F. EVANS Register of Wills - Recorder of Deeds Clerk of Orphans' Court Division Court of Common Pices of Sunquehanna County PO BOX 218 MONTROSE, PA 18801-0218

(570) 278-4600

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

* PERS

£ 4445	
STATE WRIT TAX	\$0.50
RECORDING FRES -	\$48.00
PROCEDER OF DEEDS	1
COUNTY IMPROVEMENT FER	\$2.00
RECORDER IMPROVEMENT FI	E 53.00
TOTAL PAID	\$53.50

This is a certification page

* Total Pages - 6

SUSQUEILANNA COUNTY COURT HOUSE MONTBOSE, PERMISYLVARIA

DO NOT DETACH

This page is now part of this legal document.

RETURN BOCUMENT TO: SOUTHWESTERN ENERGY 2350 N SAM HOUSTON PARKWAY RAST SUITE 125 HOUSTOR, TX 77632 ATTN: MONICA

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



MARY F. EVANS RECORDER OF DEEDS

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



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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 leaser 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 September1, 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, Pennsylvaria as Instrument No. 201303690 referred to as the "Amended Pooling," and,

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

WHKREAS, 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 Bohibit "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 Producti or Company By: Jim R. Dewbre . جملية: Its: Sr. Vice President - Land

ACKNOWLEDGMENT BY CORPORATION

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State of Texas

County of Harris

On this, the 14 day of 2013, before me Karsh M. Raud, the undersigned officer, personally appealed Jan 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 bereunto set my hand and Notarial seal.

My commission expires:

Notary Public

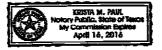


Exhibit "A" Attached to and made part of that certain Amended Declaration of Pooling effective February 23, 2013

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R. 226a

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

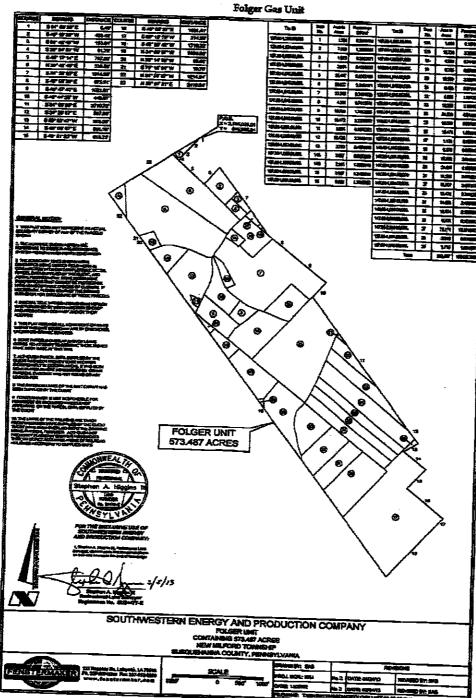
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			End of Exhibit "A"							

A-2

R. 227a

Exhibit "B"

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



End of Exhibit "B" **B-1**

R. 228a

MARY F. EVANS t of Common Flow of Surgeringen Co FO BOX 218 MONTROSE, PA 18801-0218

(375) 278-4668



TCBUC

* Total Pages - 5

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RETURN DOCUMENT TO: STEPHEN FULTON 1 PAULINE DELVE CLARKE SUBJECT, PA 18411

I hereby CHRISTY dust this document is recorded in the Recorder's Office of Bergminson County, Pennylowsh.



Mary F. Evens

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

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

WHEREAS, the tracts of land subject to the Leases have been represented by the leasons 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 Lesses makes it necessary and advisable to pool and to combine the Lesses and portions of Lesses 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, THEREPORE, for and in consideration of the premises and pursuant to the authority set forth in said Leases, SEPCO does hareby declare, pool, and combine said Leases or portions thereof, into a single pool containing the sugregate number of acres identified in Exhibit "A," the boundary of which is depicted in red on the pist 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 purjudice 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 WHEREFOF, SEPCO, acting by and through its duly authorized representative, has executed this Declaration of Pooling which shall be effective as of July 1, 2012.

Finercy Producting Company South By: Tim R. De ولأحيد Sr. V. P. ~ Land Hou

ACKNOWLEDGMENT BY CORPORATION

State of Texas : County of Harris :

On this, the <u>5</u> day of <u>1414</u> 2012, before me <u>11110</u> Arrelando, the undersigned officer, personally appeared Jim R. Dewbre, who acknowledged himself to be the Sr. Vice President - Lend 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 Warrenf, I hareanto set my hand and Notarial seal.

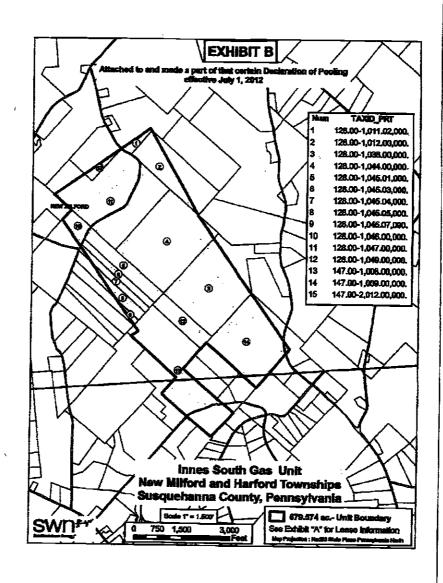
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B-1

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EXECUTE "A" in grant of this certain Decimation of Pacing situation



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) 278-6600



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SUSQUERINNI COUNTY COLART ROUSE MONTEOSE, PEROSYLVINI

* Total Pages - 5

Instrument Number - 201304480 Recorded On 4/10/2013 At 2:31:19 PM * Instrument Type - OIL POOLING Invoice Number - 141990 * 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	
COURTY IMPROVEMENT F	BE \$2.00
RECORDER INFROVEMENT	
TOTAL PATD	\$30.50

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RETURN DOCUMENT TO: SOUTHWESTERN ENERGY 2359 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 Sesquehanna County, Pennsylvania.



Mary F. Evans RECORDER OF DEEDS

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Zahis

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. Déwöre Its: Sr. Vice President - Land

ACKNOWLEDGMENT BY CORPORATION

: SS:

2

State of Texas

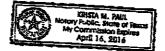
County of Harris

On this, the <u>S</u> day of <u>Apr.</u> 2013, before me <u>Keyster</u> <u>Par.</u> 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 seai.

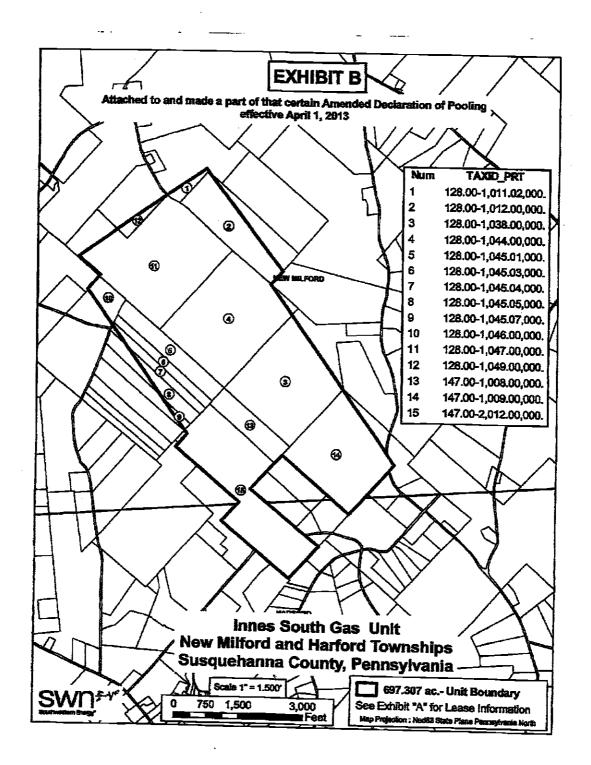
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A- 1



B-I

MARY F. EVANS Register of Wills - Recorder of Deeds Clerk of Orphans' Court Division Coart of Common Pleas of Sasquehanna County PO BOX 218 MONTROSE, PA 18801-0218

(570) 278-4600

\$30.50



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SUSQUEHANNA COUNTY COURT NOUSE MONTROSE, PENNISTUMINA

* Total Pages - 5

Recorded On 6/7/2013 At 10:19:47 AM * Tr * Instrument Type - OIL POOLING Invoice Number - 146462 * Granter - SOUTHWESTERN ENERGY PRODUCTION CO * Grantee - NOLAN, BEVERLY J * Customer - SOUTHWESTERN ENERGY * FINES STATE WRAT TAX \$0.50 RECORDING FEES - \$25.00 RECORDING FEES - \$200 RECORD

Instrument Number - 201307127

TOTAL PAID

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RETURN BOCUMENT TO: SOUTHWESTERN ENERGY 1350 N SAM HOUSTON PARKWAY EAST SUITE 125 HOUSTON, TX 77032 ATTN: STACEY BROGDEN

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



Mary F. Evans MARY F. EVANS RECORDER OF DEEDS

* - Information denotes by an actavity may change during the verification process and stay not be reflected on this pag



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: ohn R. Nicholas General Manager - Appalachia Its:

MW

ACKNOWLEDGMENT BY CORPORATION

: SS:

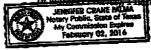
State of Texas

County of Harris

On this, the <u>undersigned</u> 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.

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In 145 ment 14 ments for the reunito set my hand and Notarial seal.

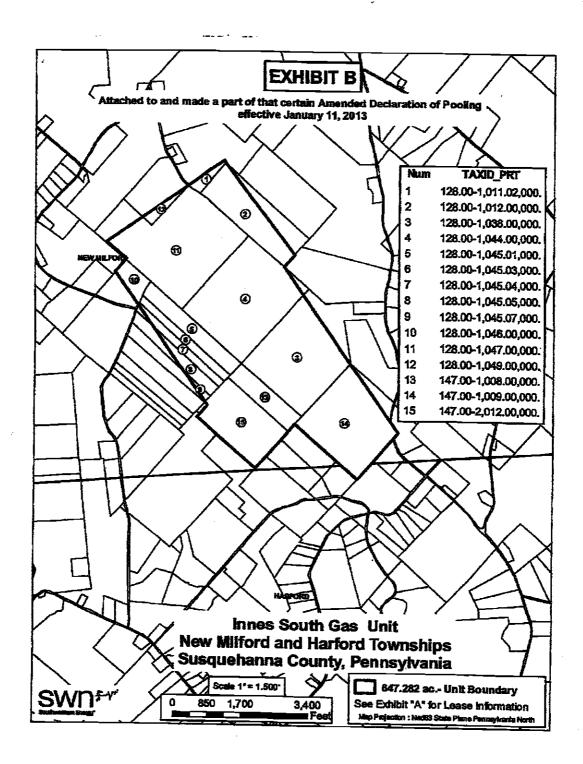


My commission expires: 2-2-10

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MARY F. EVANS Register of Wills - Recorder of Deeds Clark of Orphans' Court Division Court of Common Pleas of Susquehanan County **PO BOX 218** MONTROSE, PA 18801-0218

(570) 278-4600



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*Total Pages - 5

Instrument Number - 201313263 Recorded On 10/16/2013 At 8:52:18 AM * Instrument Type - OIL POOLING Invoice Number - 153845

* Granter - SOUTHWESTERN ENERGY PRODUCTION CO

* Grantes - NOLAN, BEVERLY J * Customer - SOUTHWESTERN ENERGY

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RETURN DOCUMENT TO: SOUTHWESTERN ENERGY 2359 N SAM HOUSTON PARKWAY EAST SUTTE 125 HOUSTON, TX 77032 ATTN: STACEY BROGDEN

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



MARY P. EVANS RECORDER OF DEEDS

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 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

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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.

Southwester Ene Company By: Jim Ř. Dewbre Its: Sr. Vice President - Land

ACKNOWLEDGMENT BY CORPORATION

: SS:

State of Texas

County of Harris

On this, the <u>10</u> day of <u>Octo ber</u>, 2013, before me <u>Keiska</u> <u>M. Paul</u> fite 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.

0 -Pa Notary Public

My commission expires:

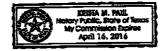


EXHIBIT "A"

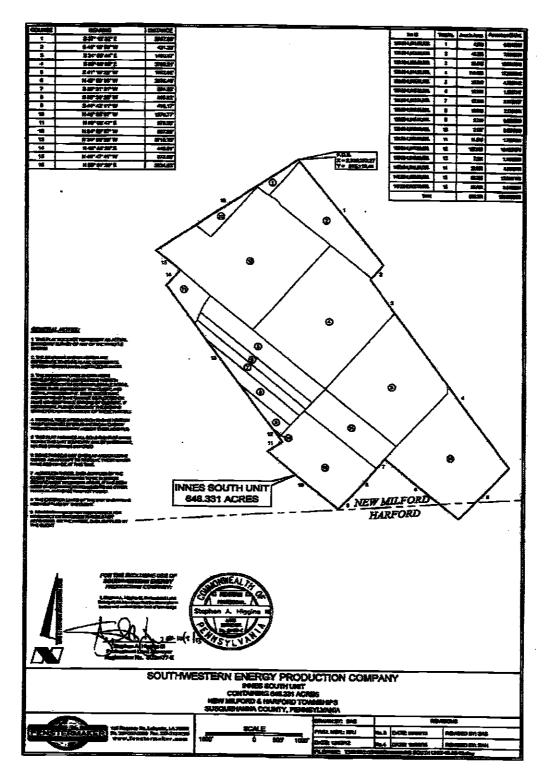
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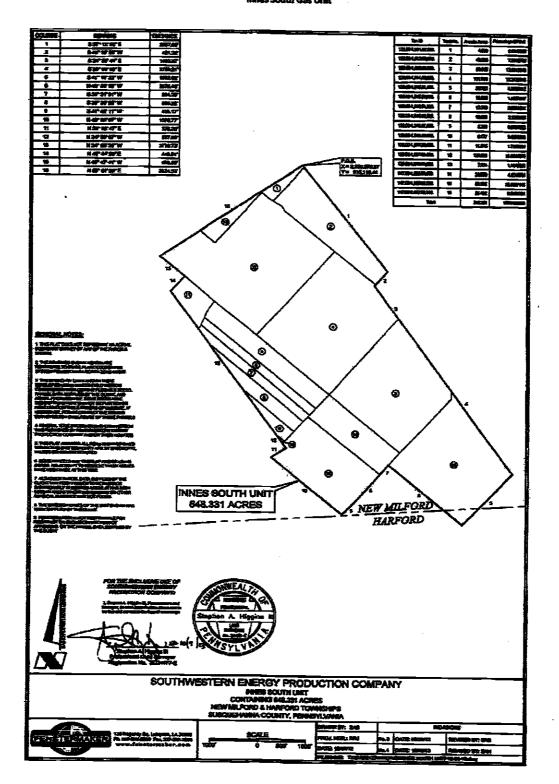
Echibit "B"

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





MARY F. EVANS Legister of Wills - Recorder of Deeds Clerk of Orphans' Court Division Regi Court of Common Pleas of Smequehenna County PO BOX 218 MONTROSE, PA 18801-9218

(578) 278-4680



SUSQUELERIA COUNTY COURT HOUSE MONTHONE, PERHISTINGA

*Total Pages - 6

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

*Granize - NOLAN, BEVERLY J

*Castomer - SOUTHWESTERN ENERGY

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RECORDING FERS -	\$29.50
RECORDER OF DEEDS	
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REFURN DOCUMENT TO: SOUTHWESTERN ENERGY 2350 N SAM HOUSTON PARKWAY EAST SUITE 125 HOUSTON, TX 77032 ATTN: MONECA

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



MARY F. EVANS RECORDER OF DEEDS

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AMENDED DECLARATION OF FOOLING INNES SOUTH GAS UNIT HARFORD & NEW MULFORD TOWNSHIPS, SUSQUEHANNA COUNTY COMMONWEALTH OF PERNISTLVANIA

WHEREAS, SOUTHWESTERN ENERGY PRODUCTION COMPANY, an Arkmess corporation antiborized to conduct business in the Commonwealth of Permsylvania, hereinsitier referred to as "SEPCO," is record owner of all of those oil and gas leases identified in Bubilit "A" to this Amended Declaration of Pooling, hereinsitier "Leases," and,

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

WHEREAS, SEPCO is anthonized 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 duiling 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 Susquehama County, Pennsylvania as Instrument No. 201208209, and hereinsflar 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. 201304690, 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, SEFCO 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 inner 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 Innee South Gas Unit, has surveyed the unit boundary and the boundaries of the internal tracts comprising the Innee South Gas Unit through the services of a professional land surveyor in order to belter determine the acreage and interest attributable to each or portions of each Lease pooled humin.

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 Bohibit "A." the boundary of which is depicted in red on the plat identified as Bohibit "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 Bohibit "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 amand, restate, increase, reduce and otherwise change or adjust the pool declared hereby from time to thue 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.

Company a R. Dewbre Hs: Sr. Vice President - Land

ACKNOWLEDGMENT BY CORPORATION

State of Texas County of Harris

On this, the <u>1</u> day of <u>Decess</u> <u>Mes</u> 2013, before me <u>Keysb</u> <u>M. Paul</u> the undersigned officer, personally appeared Jim E. Dewkes, who acknowledged himself to be the Sr. Vice President - Land of Southwestern Broary 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.

SS:

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

m. Paul Ĵ.

My commission expires:

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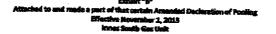
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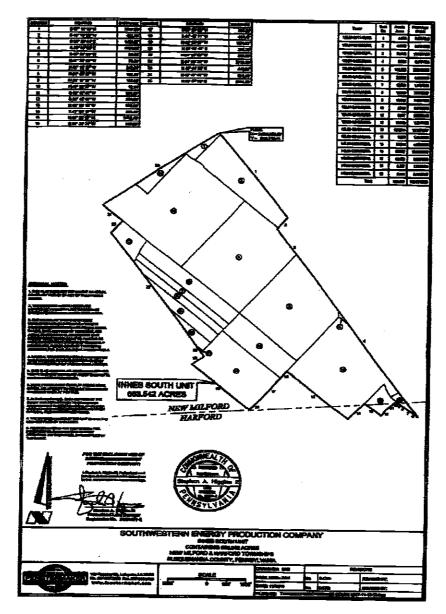
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MARY F. EVANS Register of Wills - Recorder of Deeds Clerk of Orphans' Court Division Court of Common Pleas of Susquehanna County PO BOX 218 MONIROSE, PA 18801-0218 (570) 278-4600

\$83.50



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SUSQUEHANNA COUNT COURT HOUSE MONTROSE, PENNSYLJANIA

* Total Pages - 6

Recorded On 5/11/2015 At 3:18:20 PM * Instrument Type - OIL POOLING Invoice Number - 176056 * Granter - SWN PRODUCTION COMPANY LLC * Grantee - NOLAN, BEVERLY J * Customer - SOUTHWESTERN ENERGY * FRES STATE WRIT TAX \$0.50 RECORDING FRES - \$78.00 RECORDING FRES - \$78.00 RECORDING FRES - \$2.00 RECORDING IMPROVEMENT FRE \$2.00

Instrument Number - 201504608

TOTAL PAID

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RETURN BOCUMENT 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, Pennsylvanis,



Mary F. Evans Mary F. Evans RECORDER OF DEEDS

* - Information denoted by an axterisk may change during the varification 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 "SHPCO," 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, Permsylvania 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,

WHERRAS, 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, SKPCO 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 Comp Bv:

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



ACKNOWLEDGMENT BY CORPORATION

: : SS:

:

State of Texas

County of Harris

On this, the <u>5</u> day of <u>0</u>, 2015, before me <u>Ke</u>, <u>star</u>, <u>M</u>, <u>Pa</u>, <u>the</u> 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.

Pa m <u>0</u>_` Notary Public

My commission expires:

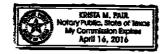
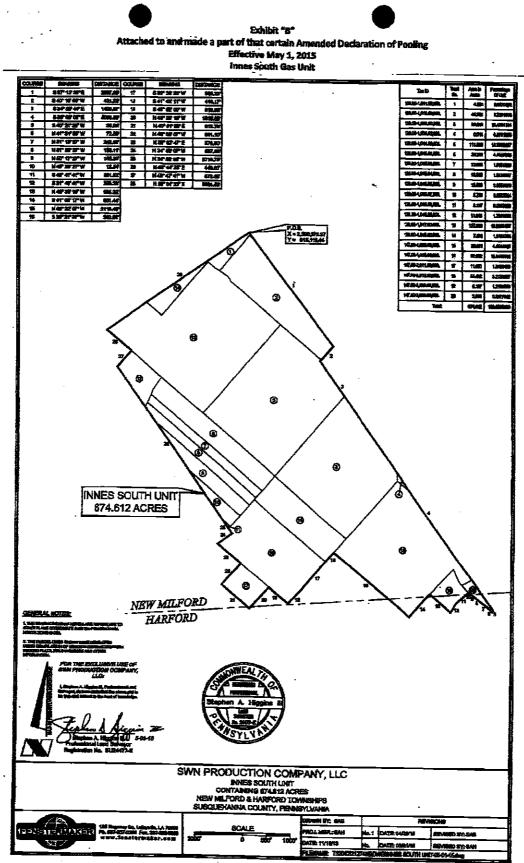


EXHIBIT	ş	
	EXHIBIT	

			Innes South Gas Unit					
Nimber				Y, Pennayiya				
on Map	Latte No.	Original Leesor	Original Lasses	lease Date	Recording Date	Recording Information	Tax Parcel ID	Acrea In Pooled Unit
		NOLAN, BEVERLY J & EDWARD C						
	111457/000	111457/000 MALKEMES, KAREN L & JAMES C	ELEXCO LAND SERVICES INC	12/14/2007	1/23/2008/	200800806	200800806 128.00-1.013.02	4.500
2	122663/000	& ELAI	SOUTHWESTERN ENERGY PRODUCTION COMPANY		15	201023734	201023734 128 00-1 012 00	AE 306
8	110476/000	110476/000 JENNINGS, GEORGIA	ELEXCO LAND SERVICES INC	70/17/2000 11/07/2004	11/27/007	200713231	200713821 128 AD 4 088 AD	262.00
-	117938/000	117938/000 SOUTH NEW MILFORD BAPTIST CHURCH	ELEXCO LAND SERVICES INC	8/29/2009	8/29/2009 10/19/2009	200915411	200915411 128.00-1 038.02	0.514
2	110858/000	110858/000 J. ARTHUR BUILARD TRUST	ELEXCO LAND SERVICES INC	11/8/2007	11/8/2007 12/21/2007	200713684	200713684 128 00-1 044 00	111 082
9	117890/000	117890/000 [EGNER, ROY E	ELEXCO LAND SERVICES INC	8/17/2009	10/5/2009	200914983	128 00-1 04K 01	10.727
~	117848/000	117848/000 STRZELECKI, STEPHEN	ELEXCO LAND SERVICES INC	8/10/2009	B/31/2009	200913442	200913442 128.00-1 Dat 02	12 026
8	117889/000	117889/000 GWAZDOWSKI, DOMINICK & DENISE M	ELEXCO LAND SERVICES INC	R/18/2009	amic acts	JUND147CC	2000142CE 128 00-1 048 04	01011
6	117849/000		ELEXCO LAND SERVICES INC	2004/01/8	COLUMN COLUMN	ATTENAS	10/00/12/20 12/00/20 12/00/20 12/00/20 12/00/20 12/00/20 12/00/20 12/00/20 12/00/20 12/00/20 12/00/20 12/00/20	030 0F
9	118569/000	118569/000 BUKOWSKI, JOHN	ELEXCO LAND SERVICES INC	10/28/2009 11/16/2009	11/16/2000	20001202	200012022 12000 10020	200'CT
11	120485/000	120485/000 WILDERSON, WILLIAM H.& CARIN J	ELEVEN LAND CEDNICCE MIC	- 11 Moto	CONT INT FU		10,000 10000	
				11177/177/c	NTN7/8/0	1/7800107	80'040'L-00'871 //7800Tnz	270
		ALEXANDER, ROBERT F SR & CHERYL						
ដ	119073/000	119073/000 ALEXANDER, DAVID	ELEXCO LAND SERVICES INC	12/19/2009	4/5/2010	201004653	201004653 128 00-1 046 00	14 GAE
13	700335/000	700335/000 INNES, FRANKLIN R	SOUTHWESTERN ENERGY PRODUCTION COMPANY	9/29/2011	9/29/2011 10/24/2011	201112090	2011112000 128 00.1 047 00	000 101
_		kilmer, herbert & elsie					AN- 11 AF* ADIA	
		KILMER, THOMAS						
4	109027/000	109027/000 KILMER, JEFFREY	ELEXCO LAND SERVICES INC	7/12/2007	8/24/2007	200709272	200709272 128.00-1.049.00	7.521
15	700349/000	700349/000 BRUNELLE, MARTHA MELYAN	SOUTHWESTERN ENERGY PRODUCTION COMPANY	10/26/2011	12/1/2011	201114971	201114971 147 00-1 008 00	a0.051
		JENNINGS, RONALD J						10000
91	110918/000	110918/000 JENNINGS, KETTH D	ELEXCO LAND SERVICES INC	11/14/2007	12/21/2007	200713690	200713690 147.00-1.000 00	C3 023
17	114340/000	114340/000 HORN, M CONSTANCE	ELEXCO LAND SERVICES INC	1	8/15/2008	200812454	200812454 147 00-2 011 00	11 070
18	000/61/6002	700349/000 BRUNELLE, MARTHA MELYAN	SOUTHWESTERN ENERGY PRODUCTION COMPANY	10/26/2011	1104/4/01	201114971	201114971 147 60.2 012 00	EE AD3
61	718144/000	718144/000 MORGAN. SALLY FISHER	ROPTI NA FARACY INC					*n4-100
30	DOO/CALETT	71 3142 MANO ISISUED MOREON NA		annz/av/a		ZSSTATION	Z01002502 147.00-2,022.01	101.8
		PATERS PURCEN (M)	PURIUMA ENEMOY INC	6002/61/6	9/1/2010	201002549	201002549 147.00-2,023.00	2.683
							Total:	674.612

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R. 261a



MARY F. EVANS Register of Wills - Recorder of Deeds Clerk of Orphans' Court Division Court of Common Piezs of Susquehanan County PO BOX 218 MONTROSE, PA 18801-0218





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SUSQUERANNA COUNTY COURT HOUSE MONTROSE, PERSYLVANIA

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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 RECORDER OF DREDS

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



R. 262a

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 ("SHPCO"), 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:

 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, PL.

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

ACKNOWLEDGMENT BY COMPANY

State of Texas	
County of Harris	

On this, the <u>9</u> day of <u>June</u> 2015, before me <u>Kaista</u> <u>M. Pau</u> 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 anthorized 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:

KRISTA M. PAUL y Public, Siche of Commission Expl April 16, 2016 w,

R. 264a

EXHIBIT "A"

é

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

			narroro uno New Miltord Townships, Susquehanna County, Pennsylvania	ity, Pennsylva	nia			
Number on Map	Lease No.	Original Lessor	Original Lassee	Lease Date	Recording	Recording	Tax Parcel ID	Acres in Pooled Unit
-		NOLAN, BEVERLY J & EDWARD C						
-	V0//24177	12149//UND MAUREMES, KAREN L & JAMES C	ELEXCO LAND SERVICES INC	12/14/2007	1/23/2008		200800806 128 00-1 011 02	
•	Mn/cod77	144000/WW OSBORNE, RICHARD & ELAINE	SOUTHWESTERN ENERGY PRODUCTION COMPANY	12/2/01		1	20 20 2 2 2 2 2 2 2 2 2 2 2 2 2 2 2 2 2	DOC:4
~	110476/000	110475/000 JENNINGS, GEORGIA	ELEXAN LAND CERVICES INC	DTN7/1/27	1112/12/21	5/520102	2010/1-00.821 46/520102	45.396
4	117938/000	117938/000 SOUTH NEW MILEORD RAPTIST CHILIRCH		1007//11/0T	2002/22/TT 2002/21/0T	200712821	200712821 128.00-1,038.00	90.645
n)	110658/000		ELECTO LAND SERVILES INC	8/29/2009	8/29/2009 10/19/2009	200915411	200915411 128,00-1,038.02	0.514
6	117890/000	117890/DOD FEARE BOV 5	BLEALU LAND SERVICES INC	11/8/2007	11/8/2007 12/21/2007	200713684	200713684 128.00-1,044.00	111.983
-	117848/000	117848/MM STRUELY CYPOLICAL	IELEACU LAINU SERVICES INC	8/17/2009	10/5/2009	200914983	200914983 128.00-1.045.01	CAT. PC
0	117889/000	ALLON & DA	ELEXCO LAND SERVICES INC	8/10/2009	8/31/2009	200913442	200913442 128.00-1.045.03	12.926
0	117949/000	TIDARA ATT PATTER	ELEXCULLAND SERVICES INC	8/18/2009	9/23/2009	200914266	200914266 128.00-1 045 04	
		ASTERNO EURANUMAL NUBERIA	ELEXCO LAND SERVICES INC	8/10/2009	PMAC/80/6	200014750	200014758 139 00 - 045 0E	
	000/590911	TIBSES/UUD BUKOWSKI, JOHN	ELEXCO LAND SERVICES INC	10/38/2000 11/12/2000	11/16/2000	LEVENDONC	CN'CHN'T-NO-077	1.5.869
Ħ	1720465/000	120485/000 [WILDERSON, WILLIAM H & CAROL L	ELEXCO LAND SPRINTES INC			100/10007	/0'Gh0'T-00'97T /cn/Tener	5.790
		SAGER, SUSAN ANN & JAMES A			0102/8/9	201008277	201008277 128.00-1,045.08	171.0
		ALEXANDER, ROBERT F SR & CHERYL						
1	119073/000		ELEXCO LAND SERVICES INC					
13	700335/000		SOLFTHAMESTERN ENERGY BRANN INTIAN COLARANN	6007/61/7T	0102/5/5	201004653	201004653 128.00-1,046.00	11.645
		KILMER, HERBERT & ELSIE		107/12/01 1107/67/5	10/27/2017	201112999	201112999 128.00-1,047.00	127.089
		KILMER, THOMAS						
	109027/000	109027/000 KILMER, JEFFREY	ELEXCO LAND SERVICES INC	t te a tempe				
15	700349/000	700349/000 BRUNELLE, MARTHA MELYAN	SOUTHWESTERN ENERGY BROWNETION COLLEGE W	/174/2002	6/24/2007	200709272	200709272 128.00-1,049.00	7.531
				10/20/2011	1102/1/21	201114971	201114971 147.00-1,008.00	30.051
T	110918/000		ELEXCO LAND SERVICES INC					
	700349/000	LYAN	SOLITHWESTERN ENERGY DRON INTION COLLARS	2007/17/7T /007/ht /tr	1007/17/7	200713690	200713690 147.00-1,009.00	92.052
	713144/000	YER.	FORTINA ENERGY INC.		12/7/201	201114971	201114971 147.00-2,012.00	55.402
ส	713142/000			9/19/2009	3/1/2010	201002552	201002552 147.00-2,022.01	8.197
				9/19/2009	3/1/2010	201002549	201002549 147.00-2,023.00	2.683
							Totak	663.542

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Exhibit "B"

Attached to and made a part of that cartain Corrected Amended Declaration

of Pooling

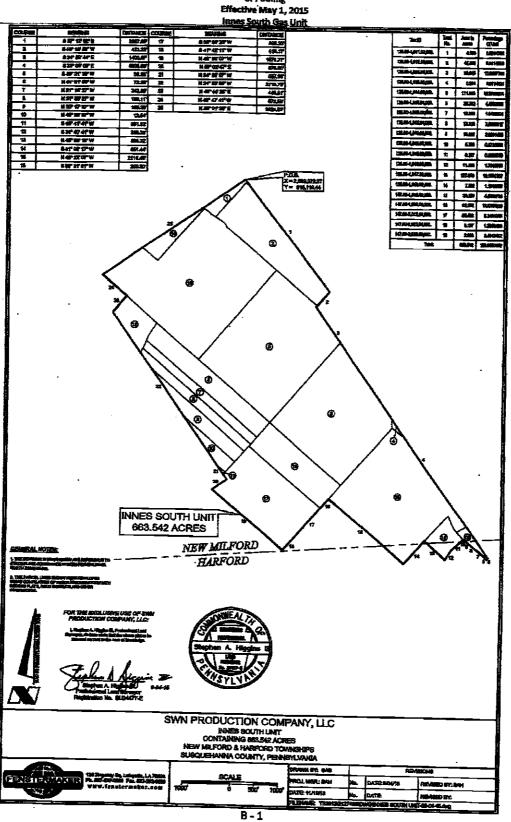


EXHIBIT "7"

IN THE COURT OF COMMON PLEAS OF SUSQUEHANNA COUNTY, PENNSYLVANIA 1

ADAM BRIGGS, PAULA BRIGGS, his wife, JOSHUA BRIGGS, SARAH H. BRIGGS, Plaintiffs,) CIVIL ACTION - LAW))))
ν.)
SOUTH WESTERN ENERGY PRODUCTION COMPANY, Defendant.)) NO: 2015-1253)

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

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	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
ł	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?
I	10	A Me, myself?
	11	Q Yes.
	12	A Done any tests?
ł	13	Q Yes.
I	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?
ĺ	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
1	25	property?

Johnstown - Erie - Pittsburgh - Greensburg - Harrisburg 866-565-1929

	1
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	irilled on your property?
25	A No.

Johnstown - Erie - Pittsburgh - Greensburg - Harrisburg 866-565-1929

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EXHIBIT "8"

IN THE COURT OF COMMON PLEAS OF SUSQUEHANNA COUNTY, PENNSYLVANIA

ADAM BRIGGS, PAULA BRIGGS, his wife, JOSHUA BRIGGS, SARAH H. BRIGGS, Plaintiffs,) CIVIL ACTION - LAW))))
٧.)
SOUTH WESTERN ENERGY PRODUCTION COMPANY,)) NO: 2015-1253

Defendant.

1

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 15219 PITTSBURGH, PENNSYLVANIA ORIGINAL 412-281-7908

Johnstown - Erie - Pittsburgh - Greensburg - Harrisburg 866-565-1929

1

that Southwestern is trespassing? 1 2 А No. To the best of your knowledge has Southwestern 3 0 drilled any wells on your property? 4 5 A No. 6 Q Okay, Has Southwestern drilled any boreholes on 7 your property? 8 A It's not on our property. Has Southwestern constructed a well pad on your 9 0 10 property? 11 А No. Has Southwestern made any improvements on your 12 0 13 property? 14 Α No. Has Southwestern disturbed any earth or timbered 15 0 16 any trees on your property? 17 Α No. 18 Has Southwestern ever placed any equipment on 0 19 your property? 20 А 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 and save you the trouble of going through all of this. 23 24 BY MR. MALAK: 25 Q Is that acceptable to you?

> Johnstown - Erie - Pittsburgh - Greensburg - Harrisburg 866-565-1929

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"



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

 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"

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.)
16	
17	
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Johnstown - Erie - Pittsburgh - Greensburg - Harrisburg 866-565-1929

EXHIBIT "12"

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 BY MR. MALAK: Q I believe we talked about and in the complaint it says Southwestern has acted with evil motive. How has Southwestern acted with evil motive? A I don't know. Q Did you ever hear of the rule of capture other than today? A I don't know. I don't know. Q Okay. Did you ever hear of the Folger Unit? A Yeah, I've seen it on the map. Q Okay. What about the Innes Unit? A Only on the map that I've seen it. Q Is your claim to the complaint that Southwestern has drilled too close to your property line? A Yeah. I think we need to be included. Q All right. I have no further questions. MR. KELLY: No questions. (Whereupon the deposition of Paula Briggs concluded at 11:00 a.m.) 		15
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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.) 24 .	2	Q I believe we talked about and in the complaint
 A I don't know. Did you ever hear of the rule of capture other than today? A I don't know. I don't know. Q Okay. Did you ever hear of the Folger Unit? A Yeah, I've seen it on the map. Q Okay. What about the Innes Unit? A Only on the map that I've seen it. Q Is your claim to the complaint that Southwestern has drilled too close to your property line? A Yeah. I think we need to be included. Q All right. I have no further questions. MR. KELLY: No questions. (Whereupon the deposition of Paula Briggs concluded at 11:00 a.m.) 	3	it says Southwestern has acted with evil motive. How
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 A I don't know. I don't know. Q Okay. Did you ever hear of the Folger Unit? A Yeah, I've seen it on the map. Q Okay. What about the Innes Unit? A Only on the map that I've seen it. Q Is your claim to the complaint that Southwestern has drilled too close to your property line? A Yeah. I think we need to be included. Q All right. I have no further questions. MR. KELLY: No questions. (Whereupon the deposition of Paula Briggs concluded at 11:00 a.m.) 	6	Q Did you ever hear of the rule of capture other
 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.) 20 21 22 23 24 	7	than today?
 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.) 20 21 22 23 24 	8	A I don't know. I don't know.
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17 MR. KELLY: No questions. 18 (Whereupon the deposition of Paula Briggs 19 concluded at 11:00 a.m.) 20 . 21 . 22 . 23 .	15	A Yeah. I think we need to be included.
<pre>18 (Whereupon the deposition of Paula Briggs 19 concluded at 11:00 a.m.) 20 21 22 23 24 *</pre>	16	Q All right. I have no further questions.
19 concluded at 11:00 a.m.) 20 21 22 23 24	17	MR. KELLY: No questions.
20 21 22 23 24	18	(Whereupon the deposition of Paula Briggs
21 22 23 24		concluded at 11:00 a.m.)
22 23 24 •		
23 24 •		
24 .		
25		*
	25	

Johnstown - Erie - Pittsburgh - Greensburg - Harrisburg 866-565-1929

EXHIBIT "13"





KELLY LAW OFFICE LAURENCE M. KELLY Altoring at Law 65 Public Averuse Monirces, PA 18801 (870) 275-8861 (870)278-8112 FAX LD. # 27083 Coursel for Plaintiffs

IN THE COURT OF COMMON PLEAS SUSQUEHANNA COUNTY, PENNSYLVANIA

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

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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:

Plaintifis' 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.

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EXHIBIT "14"

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R. 284a

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

	1	· · · · · · · · · · · · · · · · · · ·	23
1	Q	Okay. Through letters?	
2	A	I do believe so.	ļ
3	Q	Okay. Was it to stop the trespass or was it to	
4	get tl	he property leased?	
5	A	It was to get the property leased.	
6	Q	Okay. Did Southwestern ever construct any	
7	pipeli	ines in or around your property?	
8	А	No.	
9	Q	What damages did you incur so far because of	
10	Southv	western's alleged trespass?	1
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 of	ffset well on your property to stop the trespass?	
18	A	No, I had not.	
19	Q	Have you done anything else to prevent	
20	Southw	western 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"

R. 288a

NETWORK DEPOSITION SERVICES Transcript of Paula Briggs

<u> </u>	
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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EXHIBIT "18"

NETWORK DEPOSITION SERVICES Transcript of Adam Briggs

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. 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

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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"

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R. 296a



With respect to each and every gas well in "SWN Innes South Gas Unit", set forth the following:

- 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 borchole 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;
- i. 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 mef 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:

3.

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

Page 6 of 17

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 expanded 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

Page 7 of 17

R. 298a

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

Innes 5H

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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.
- a) 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

Page 8 of 17



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;

L 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:

5.

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

Page 11 of 17

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 expanded 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

Page 12 of 17

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 Foiger 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 2HSpud 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 SH 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.
- See attached document marked as Answers to Sn.
- 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.

Page 13 of 17

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.

Page 14 of 17

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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 tortionally 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

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R. 305a

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 disseised 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 transferree 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.)

Mustration:

3. A, without B's consent, pushes his wrecked antomobile 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

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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 chaitel 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

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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.

Illustratios:

R. 308a

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 crected 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 disregardful 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.

Mestration:

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.

2

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.

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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

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EXHIBIT "22"

Susquehanna County Pennsylvania Docket Entries

Page 1 11/02/2016

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 214 day of 1014 Towner 20110 frise oner Acting Prothonotary,

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14102011022016 Susquehanna County Pennsylvania PYS835 Docket Entries	Page 2 11/02/2016
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1 11/05/15 COMPLAINT AND NOTICE TO PLEAD BY LAURENCE M KELLY ES VERIFICATION 006 Image page(s) exist(s) fo	
2 11/25/15 PRAECIPE FOR ENTRY OF APPEARANCE AND CERTIFICATE OF JEFFREY J MALAK ESO	
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3 12/23/15 ANSWER ("ANSWER "), NEW MATTER ("NEW MATTER") AND CO ("COUNTERCLAIM") OF SWN PRODUCTION COMPANY, LLC TO I COMPLAINT AND NOTICE TO PLEAD AND CERTIFICATE OF SEI JEFFREY J MALAK ESQ AND VERIFICATION 097 Image page(s) exist(s) fo	PLAINTIFFS' RVICE BY
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10 6/14/16 ORDER THAT A PRETRIAL CONFERENCE IS SCHEDULED FOR AN AT 11:00 AM IN THE PIKE COUNTY COURTHOUSE 6/20/16	
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R. 313a

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EXHIBIT "23"

NETWORK DEPOSITION SERVICES Transcript of Adam Briggs

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	1	Q for testing? Okay. Let's go back to the
	2	
	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
l	10	under my property.
	11	Q Okay. And in your complaint you state that
	12	Southwestern trespassed. How did Southwestern
ł	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?
2	25	A They probably could have.

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Johnstown - Erle - Pittsburgh - Greensburg - Harrisburg 866-565-1929

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EXHIBIT "24"

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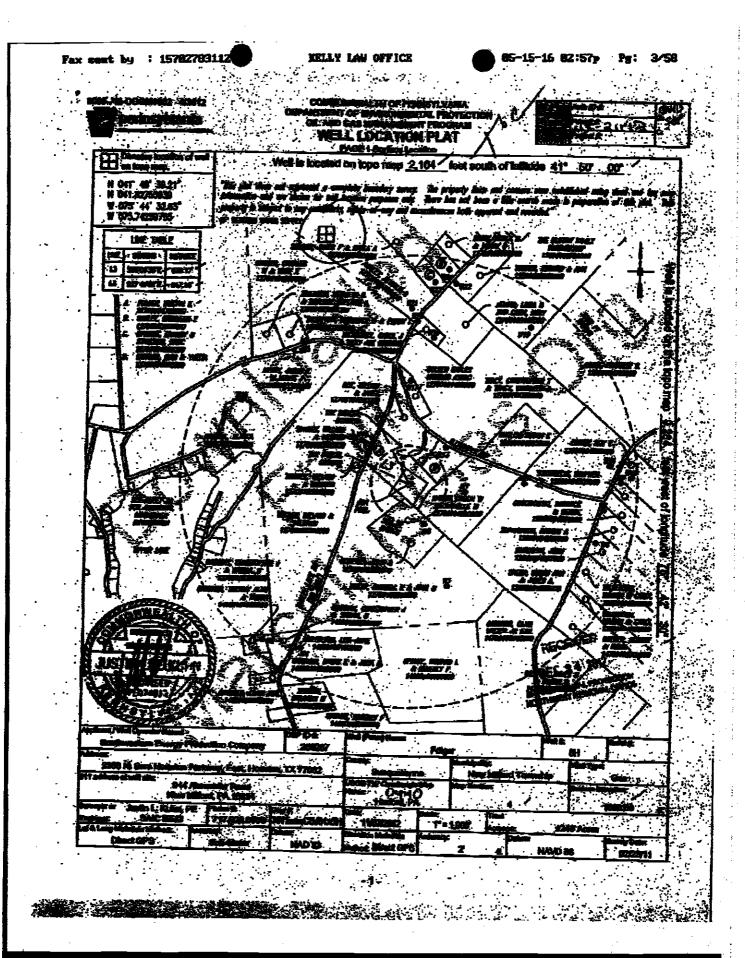
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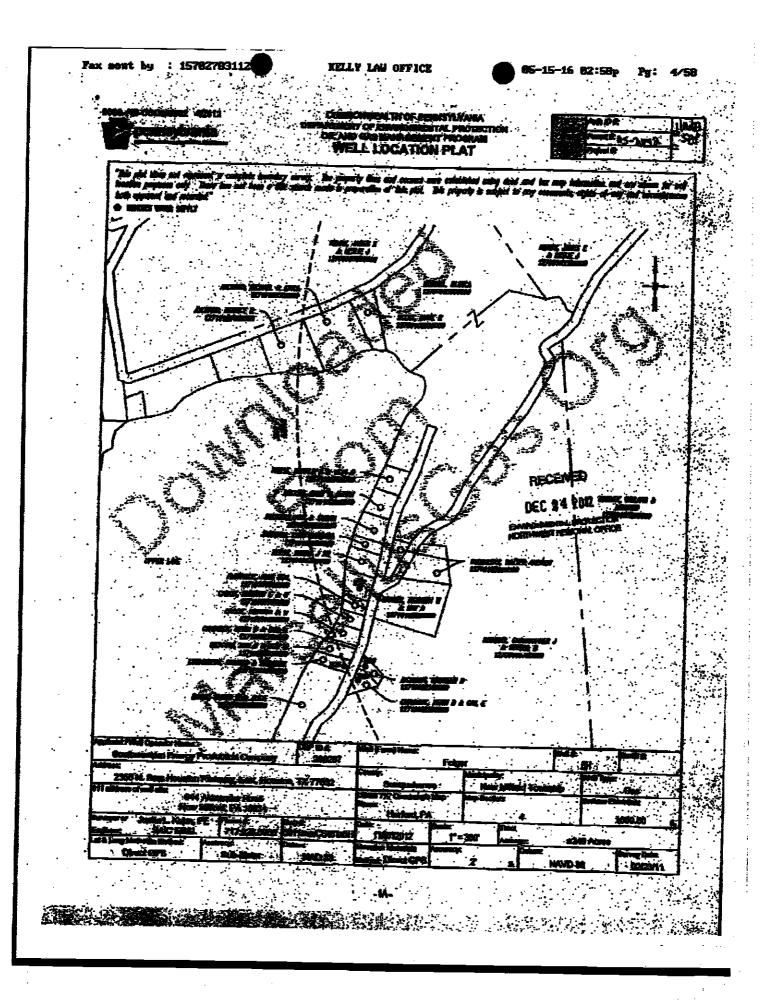
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Completion Report

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EXHIBIT "27"

		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	
	lease with you?	
21	A They did not, but they were on the lease that I	
	signed for the extension.	
23	Q And when was that extension signed, do you	
	recall?	
25	A Shortly after the date on that.	
	Johnstown - Erie - Pittsburgh - Greensburg - Harrisburg	

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EXHIBIT "28"



Scott C. Owen Senior Attorney



Cotporate Office P.O. Box 12559 Spring, Texas 77391-2359 Tel: 832.798.2455 Fau: 832.798.4820 sowan@ewn.com

June 5, 2015

<u>VIA CERTIFIED MAIL, RETURN RECEIPT REQUESTED</u>

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 sixyear 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.

The Right People doing the sight Things, visely investing the cash flow from our antiduing Assets will among internal

10000 Energy Drive Spring, TX 77389-4954 As explained above, however, because SEPCO's portion of the Lease as it covered the 11.07acre 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 fiveyear 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

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EXHIBIT "29"

1	A So I still really don't understand what you're
2 s	aying.
3	Q Okay. Let me rephrase. So they own, the
4 C	sbournes own the surface of the property. You said
5 t	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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EXHIBIT "30"

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1		
	1	Q Have you personally witnessed or seen any
I	2	Southwestern contractor or employee entering upon your
I	3.	property?
	4	A Maybe at one time, yes.
	5	Q When did you witness that?
ļ	6	A I cannot remember. It might have been a hired
	7	contractor that went to do seismic survey.
I	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
2	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.
2	20	Q Okay. And that was when there was a gas lease
ł	21	on the property?
2	22	A Yeah, that is correct.
2	23	Q Okay. And in that gas lease they did have the
2	4	ability to go on the property
2	5	A Yes, they did.

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Johnstown - Erle - Pittsburgh - Greensburg - Harrisburg 866-565-1929

EXHIBIT "31"

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 m	onetary relief in your complaint.
5	A	Correct.
6	Q	Okay. So I'm asking what damages did you suffer
7	moneta	arily?
8	А	Monetarily or financially?
9	Q	Financially, yes.
10	А	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 you	r property?
17	A	No.
18	Q	Do you believe that Southwestern has acted
19	fraudu	lently?
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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Johnstown - Erie - Pittsburgh - Greensburg - Harrisburg 866-565-1929

I believe they acted -- maybe not the word evil 1 А is correct, but they may have overlooked. 2 3 0 Okay. If you don't use the word evil, what word 4 would best describe this overlook? 5 А Well, overlooked is the best I can describe it. 6 Do you believe --Q 7 Α Can I add to that? 8 Q Sure. 9 Maybe overlooking it on purpose so they wouldn't Α have to pay a royalty on that land. That is only my 10 11 opinion. 12 Q Sure. Do you believe they've acted with reckless indifference? 13 14 А What do you mean by reckless indifference? That is a term of art that's used in your 15 Q complaint of which you signed a verification. 16 I'm just trying to figure out how they acted with a reckless 17 indifference, what type of facts led you to that 18 19 conclusion? 20 Because I was sent letters before saying they Α wanted to -- when my mother owned the property, she 21 didn't quite understand all of this gas extraction and 22 lease stuff and I helped her a lot on that. And I 23 think that they may have taken advantage of that, her 24 25 not knowing.

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Johnstown - Erie - Pittsburgh - Greensburg - Harrisburg 866-565-1929 28

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 WIFE, JOSHUA BRIGGS AND SARAH BRIGGS	:	No. 1351 MDA 2017
Appellants	:	
	:	
V.	:	
SOUTHWESTERN ENERGY	:	
PRODUCTION COMPANY	:	

<u>ORDER</u>

IT IS HEREBY ORDERED:

THAT the application filed April 16, 2018, requesting reargument of the decision dated April 2, 2018, is DENIED.

PER CURIAM