


The Owners report Royalties of
\$33,327— over the last 10 Years.


OASIS PETROLEUM has posted a NEW Check Statement on EnergyLink

2026
Willits P

energylink_messenger@enverus.com

3/31/2026 10:05 PM 

To Sharon Markle

Reply Forward Delete 

 6 attachments ▸ View Download

Hello Sharon Markle,

(Enverus Login: samarkle@comcast.net)

(EnergyLink ID: 6469820, Not used for login, reference ID only)

WILLITS PROPERTIES LP has received statement detail for Check/ACH # 0001959297 dated Mar 31, 2026 from ENERPLUS RESOURCES for the amount of \$286.35.

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Contact your operator for any concerns regarding charges, payments, address changes and/or ownership changes.

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(51020869)

Mail: No subject 

EXCO RESOURCES (PA), LLC
 12377 MERIT DR, STE 1700
 DALLAS, TX 75251

For questions about your 1099 form please contact Royalty Relations at 888-788-9449 or by e-mail at royalty.relations@EXCOResources.com.

[1/1]

SABRE ACQUISITION HOLDINGS LLC
 3737 BUFFALO SPEEDWAY
 SUITE 1600
 HOUSTON, TX 77098
 US

ZEC0130F AUTO MIXED AADC 604
 7000002070 00.0011.0442 2070/1



 WILLITS PROPERTIES LP
 355 SYLVAN DELL PARK ROAD
 WILLIAMSPORT PA 17702-8524

CORRECTED (if checked)

PAYER'S name, street address, city or town, state or province, country, ZIP or foreign postal code, and telephone no. SABRE ACQUISITION HOLDINGS LLC 3737 BUFFALO SPEEDWAY SUITE 1600 HOUSTON, TX 77098 US Phone: 469-776-3600		1 Rents \$ 0.00	OMB No. 1545-0115 Form 1099-MISC (Rev. April 2025) For calendar year 2025	Miscellaneous Information Copy B For Recipient This is important tax information and is being furnished to the IRS. If you are required to file a return, a negligence penalty or other sanction may be imposed on you if this income is taxable and the IRS determines that it has not been reported.	
		2 Royalties \$ 356.00			4 Federal income tax withheld \$ 0.00
PAYER'S TIN 99-3503877	RECIPIENT'S TIN XX-XXX6677	3 Other income \$ 0.00	5 Fishing boat proceeds \$ 0.00		
RECIPIENT's name, street address (including apt.no.), city or town, state or province, country, and ZIP or foreign postal code WILLITS PROPERTIES LP 355 SYLVAN DELL PARK ROAD WILLIAMSPORT, PA 17701 US		7 Payer made direct sales totaling \$5,000 or more of consumer products to recipient for resale <input type="checkbox"/>	6 Medical and health care payments \$ 0.00		
		9 Crop insurance proceeds \$ 0.00	8 Substitute payments in lieu of dividends or interest \$ 0.00		
		11 Fish purchased for resale \$ 0.00	10 Gross proceeds paid to an attorney \$ 0.00		
		13 FATCA filing requirement <input type="checkbox"/>	14		12 Section 409A deferrals \$ 0.00
Account number (see instructions) WIL008		15 Nonqualified deferred compensation \$ 0.00	16 State tax withheld \$ 0.00		17 State/Payer's state no. PA 993503877
			\$	18 State income \$ 356.00	



ENERVERUS EnergyLink Revenue Statement

Owner

199952
 WILLITS PROPERTIES LP
 355 SYLVAN DELL PARK RD
 WILLIAMSPORT, PA 17702-8524

Operator

EXCO RESOURCES (PA) LLC
 12377 MERIT DR STE 1700
 DALLAS, TX 75251-2256
 888-788-9449
 royalty_relations@excoresources.com

Check

937513
 103.35
 December 31, 2025
 ACH

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Sales Date	Interest Type	Tax or Deduct Code	Owner Interest	Distribution Interest	BTU	Property			Owner					
						Volume	Price	Value	Taxes and Deductions	Amount after Taxes and Deductions	Volume	Value	Taxes and Deductions	Amount after Taxes and Deductions
161558 POOR SHOT UNIT 1H, State: PA, County: LYCOMING														
GAS														
Aug 25	RI	TRN	0.00476133	0.00476133		7,268.00	2.15	15,652.00	(6,883.57)	8,968.43	34.61	74.52	(31.82)	42.70
Aug 25	RI	TRN	0.00476133	0.00476133		7,268.00	2.15	15,652.00	(6,883.57)	8,968.43	34.61	74.52	(31.82)	42.70
Aug 25	RI	TRN	0.00476133	0.00476133		(7,268.00)	2.15	(15,652.00)	6,883.57	(8,968.43)	(34.61)	(74.52)	31.82	(42.70)
Sep 25	RI	TRN	0.00476133	0.00476133		7,039.00	1.79	12,576.67	(6,434.24)	6,142.43	33.52	59.88	(30.64)	29.24
Oct 25	RI	TRN	0.00476133	0.00476133		6,707.00	1.89	12,689.89	(6,091.82)	6,598.07	31.93	60.42	(29.01)	31.41
Total Property											194.82	(91.47)	103.35	

Owner Gross Value	194.82	Owner Deductions	(91.47)	Owner Net Value	103.35
Check Total	1,375.02	Owner Taxes	(471.06)	Non Revenue Deductions	903.96

Legend

Interest Types
 RI - RI
Deduction Codes
 TRN - TRANSPORTATION

ENERVERUS

EnergyLink Revenue Statement

Owner	Operator	Check
116095 WILLITS PROPERTIES LP 355 SYLVAN DELL PARK RD WILLIAMSPORT, PA 17702	ENERPLUS RESOURCES 1001 FANNIN ST STE 1500 HOUSTON, TX 77002-6739 281-404-9500	0001913389 69.87 January 30, 2026 Check

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Property:	29139.1	GAS	Type	Property Values				Owner Share					
				Production Date	BTU	Volume	Price	Value	Owner Interest	Distribution Interest	Volume	Value	
			ROYALTY INTEREST	Sep 25	1,0288	2,061.61	1.06	2,184.13	0.00268600	0.00918291	18.93	20.06	
			Gross Value After Deductions: 423.25; Price After Deductions: 0.21; Gross Net: 423.25; Owner Value After Deductions: 3.90; Owner Price After Deductions: 0.21; Owner Net: 3.90										
			COMPRESSION	Sep 25				(401.82)	0.00268600	0.00918291		(3.69)	
			PROCESSING	Sep 25				(26.42)	0.00268600	0.00918291		(0.24)	
			TRANSPORTATION/GATHERING EXP	Sep 25				(1,332.64)	0.00268600	0.00918291		(12.23)	
			ROYALTY INTEREST	Oct 25	1,0289	1,966.20	1.89	3,719.27	0.00268600	0.00918291	18.06	34.15	
			Gross Value After Deductions: 2039.87; Price After Deductions: 1.04; Gross Net: 2039.87; Owner Value After Deductions: 18.73; Owner Price After Deductions: 1.04; Owner Net: 18.73										
			COMPRESSION	Oct 25				(383.23)	0.00268600	0.00918291		(3.52)	
			PROCESSING	Oct 25				(25.19)	0.00268600	0.00918291		(0.23)	
			TRANSPORTATION/GATHERING EXP	Oct 25				(1,270.98)	0.00268600	0.00918291		(11.67)	
			ROYALTY INTEREST	Nov 25	1,0287	2,079.32	3.33	6,918.08	0.00268600	0.00918291	19.09	63.53	
			Gross Value After Deductions: 5143.49; Price After Deductions: 2.47; Gross Net: 5143.49; Owner Value After Deductions: 47.24; Owner Price After Deductions: 2.47; Owner Net: 47.24										
			COMPRESSION	Nov 25				(405.27)	0.00268600	0.00918291		(3.72)	
			PROCESSING	Nov 25				(26.64)	0.00268600	0.00918291		(0.24)	
			TRANSPORTATION/GATHERING EXP	Nov 25				(1,342.68)	0.00268600	0.00918291		(12.33)	
											Total GAS	56.08	69.87
											Total Property	69.87	69.87

Check Total	Owner Gross Value	Owner Deductions	Owner Taxes	Non Revenue Deductions	Owner Net Value
117.74	117.74	(47.87)			69.87
Year to Date	69.87				69.87

Represented Unit of Measure: Gas = MCFs, Plant Products = GALs, Oil = BBLs
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EnergyLink Revenue Statement

Owner

116095
WILLITS PROPERTIES LP
355 SYLVAN DELL PARK RD
WILLIAMSPORT, PA 17702

Operator

ENERPLUS RESOURCES
1001 FANNIN ST STE 1500
HOUSTON, TX 77002-6739
281-404-9500

Check

0001959297
Check Number
286.35
Check Amount
March 31, 2026
Check Date
Check Type

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Property:	29139.1	GAS	Type	Property Values			Owner Share						
				Production Date	BTU	Volume	Price	Value	Owner Interest	Distribution Interest	Volume	Value	
			ROYALTY INTEREST	Jan/26	1,0287	2,383.52	13.94	33,216.76	0.00268650	0.0012291	21.25	305.03	
			Gross Value After Deductions: 31182.55; Price After Deductions: 13.08; Gross Net: 31182.55; Owner Value After Deductions: 286.35; Owner Price After Deductions: 14.27										
			COMPRESSION	Jan/26				(464.56)	0.00268500	0.0012291		(4.27)	
			PROCESSING	Jan/26				(30.54)	0.00268600	0.0012291		(3.28)	
			TRANSPORTATION/GATHERING EXP	Jan/26				(1,539.11)	0.00268600	0.0012291		(14.13)	
											Total GAS	21.89	286.35
											Total Property		286.35

	Owner Gross Value	Owner Deductions	Owner Taxes	Non Revenue Deductions	Owner Net Value
Check Total	305.03	(18.68)			286.35
Year to Date	286.35				286.35

Represented Unit of Measure: Gas = MCFs, Plant Products = GALs, Oil = BBLs

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Revenue Statement

Owner

199952
 WILLITS PROPERTIES LP
 355 SYLVAN DELL PARK RD
 WILLIAMSPORT, PA 17702-8524

Operator

EXCO RESOURCES (PA) LLC
 12377 MERIT DR STE 1700
 DALLAS, TX 75251-2256
 888-788-9449
 royalty_relations@excoresources.com

Check

938443
 195.73
 February 27, 2026
 ACH

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Sales Date	Interest Type	Tax or Deduct Code	Owner Interest	Distribution Interest	BTU	Property			Owner					
						Volume	Price	Value	Taxes and Deductions	Value	Taxes and Deductions	Amount after Taxes and Deductions		
POOR SHOT UNIT 1H, State: PA, County: LYCOMING														
Nov 25	RI	TRN	0.00476133	0.00476133		7,100.00	3.16	22,441.59	(6,734.54)	15,707.05	33.81	106.95	(32.07)	74.78
Dec 25	RI	TRN	0.00476133	0.00476133		7,712.00	4.30	33,132.74	(7,730.21)	25,402.53	36.72	157.76	(36.81)	120.95
						Total Property						264.61	(68.88)	195.73

Check Total	Owner Gross Value	Owner Deductions	Owner Taxes	Non Revenue Deductions	Owner Net Value
264.61	264.61	(68.88)			195.73
Year to Date	264.61	(68.88)			195.73

Legend

Interest Types
 RI - RI

Deduction Codes
 TRN - TRANSPORTATION



Revenue Statement

Owner
 199952
 WILLITS PROPERTIES LP
 355 SYLVAN DELL PARK RD
 WILLIAMSPORT, PA 17702-8524

Operator
 EXCO RESOURCES (PA) LLC
 12377 MERIT DR STE 1700
 DALLAS, TX 75251-2256
 888-788-9449
 royalty_relations@excoresources.com

Check
 938939
 262.82
 March 31, 2026
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Sales Date	Interest Type	Tax or Deduct Code	Owner Interest	Distribution Interest	BTU	Property			Owner			
						Price	Volume	Taxes and Deductions	Amount after Taxes and Deductions	Value	Taxes and Deductions	Amount after Taxes and Deductions
161558						POOR SHOT UNIT 1H, State: PA, County: LYCOMING						
GAS	RI	TRN	0.00476133	0.00476133		7.88	8,142.00	(8,930.73)	55,199.14	38.77	(42.52)	262.82
Jan 26											(42.52)	262.82
						Total Property						
											305.34	262.82

Owner Gross Value	Owner Deductions	Owner Taxes	Non Revenue Deductions	Owner Net Value
305.34	(42.52)			262.82
Check Total	Year to Date			458.55
569.95	(111.40)			

Legend

Interest Types	RI - RI
Deduction Codes	TRN - TRANSPORTATION

PAYER'S name, street address, city or town, state or province, country, ZIP or foreign postal code, and telephone no. ENERPLUS RESOURCES (USA) CORP 1001 FANNIN SUITE 1500 HOUSTON, TX 77002 281-404-9500		1 Rents \$	OMB No. 1545-0115 Form 1099-MISC (Rev. April 2025) For calendar year <u>2025</u>		Miscellaneous Information Copy B For Recipient This is important tax information and is being furnished to the IRS. If you are required to file a return, a negligence penalty or other sanction may be imposed on you if this income is taxable and the IRS determines that it has not been reported.
		2 Royalties \$ 952.07			
		3 Other income \$	4 Federal income tax withheld \$		
PAYER'S TIN 75-1777291	RECIPIENT'S TIN 27-3696677	5 Fishing boat proceeds \$	6 Medical and health care payments \$		
RECIPIENT'S name, street address, city or town, state or province, country, ZIP or foreign postal code WILLITS PROPERTIES LP 355 SYLVAN DELL PARK RD WILLIAMSPORT, PA 17702		7 Payer made direct sales totalling \$5,000 or more of consumer products to recipient for resale <input type="checkbox"/>	8 Substitute payments in lieu of dividends or interest \$		
		9 Crop insurance proceeds \$	10 Gross proceeds paid to an attorney \$		
		11 Fish purchased for resale \$	12 Section 409A deferrals \$		
		13 FATCA filing requirement <input type="checkbox"/>	14 Excess golden parachute payments \$	15 Nonqualified deferred compensation \$	
Account number (see instructions) 116095		16 State tax withheld \$ 0.00 \$-----	17 State/Payer's state no. PA -----	18 State income \$ -----	

Instructions for Recipients

Recipient's taxpayer identification number (TIN). For your protection, this form may show only the last four digits of your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN). However, the payer has reported your complete TIN to the IRS.

Account number. May show an account or other unique number the payer assigned to distinguish your account.

Amounts shown may be subject to self-employment (SE) tax. Individuals should see the Instructions for Schedule SE (Form 1040). Corporations, fiduciaries, or partnerships must report the amounts on the appropriate line of their tax returns.

Form 1099-MISC incorrect? If this form is incorrect or has been issued in error, contact the payer. If you cannot get this form corrected, attach an explanation to your tax return and report your income correctly.

Box 1. Report rents from real estate on Schedule E (Form 1040). However report rents on Schedule C (Form 1040) if you provided significant services to the tenant, sold real estate as a business, or rented personal property as a business.

Box 2. Report royalties from oil, gas, or mineral properties; copyrights; and patents on Schedule E (Form 1040). However, report payments for a working interest as explained in the Schedule E (Form 1040) instructions.

Box 3. Generally, report this amount on the "Other income" line of Schedule 1 (Form 1040) and identify the payment. The amount shown may be payments received as the beneficiary of a deceased employee, prizes, awards, taxable damages, Indian gaming profits, or other taxable income.

Box 4. Shows backup withholding or withholding on Indian gaming profits. Generally, a payer must backup withhold if you did not furnish your TIN. Report this amount on your income tax return as tax withheld.

Box 5. Shows the amount paid to you as a fishing boat crew member by the operator, who considers you to be self-employed. Self-employed individuals must report this amount on Schedule C (Form 1040).

Box 6. For individuals, report on Schedule C (Form 1040).

Box 7. If checked, consumer products totaling \$5,000 or more were sold to you for resale, on a buy-sell, a deposit-commission, or other basis. Generally, report any income from your sale of these products on Schedule C (Form 1040).

Box 8. Shows substitute payments in lieu of dividends or tax-exempt interest received by your broker on your behalf as a result of a loan of your securities. Report on the "Other income" line of Schedule 1 (Form 1040).

Box 9. Report this amount on Schedule F (Form 1040).

Box 10. Shows gross proceeds paid to an attorney in connection with legal services. Report only the taxable part as income on your return.

Box 11. Shows the amount of cash you received for the sale of fish if you are in the trade or business of catching fish.

Box 12. May show current year deferrals as a nonemployee under a nonqualified deferred compensation (NQDC) plan that is subject to the requirements of section 409A plus any earnings on current and prior year deferrals.

Box 13. If the FATCA filing requirement box is checked, the payer is reporting on this Form 1099 to satisfy its account reporting requirement under chapter 4 of the Internal Revenue Code. You may also have a filing requirement.

Box 14. Reserved for future use.

Box 15. Shows income as a nonemployee under an NQDC plan that does not meet the requirements of section 409A. Any amount included in box 12 that is currently taxable is also included in this box. Report this amount as income on your tax return. This income is also subject to a substantial additional tax to be reported on Form 1040, 1040-SR, or 1040-NR.

Boxes 16-18. Show state or local income tax withheld from the payments.

Request #232780



Verified / Assigned

Uniform Parcel Identification

Part of 08-267-104

Part of 01-287-121

Part of 01-287-120

Part of 01-287-114.A

8/1/2019

Instrument
201900024425 OR

book Page
9192 2527

201900024425
Filed for Record in
LYCOMING COUNTY PA
KATHY RINEHART
08-01-2019 At 03:00 pm.
LESS 30 YR 76.50
OR book 9192 Page 2527 - 2540

Instrument book Page
201900024425 OR 9192 2529

- 3) The Exhibit "B" attached to the First Amendment to Declaration of Pooled Unit, is hereby amended and revised by substituting and attaching the Exhibit "B" attached hereto.

Except as noted herein, all other terms and provisions of the First Amendment shall remain unchanged.

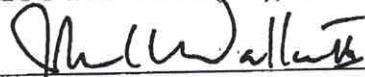
This Second Amendment has been prepared in multiple counterparts, each of which constitutes an original document and all of which together shall constitute a single document and shall have the same force and effect as if all parties had executed a single counterpart. The counterpart execution and acknowledgment pages may be consolidated into one instrument for all purposes, including recordation of this instrument in the public records. Failure to execute this Second Amendment to Declaration of Pooling and Unitization Agreement by any party for whom a signatory space is provided shall not render it ineffective.

By signing below, the parties hereby agree to this Second Amendment to Declaration and Notice of Pooled Unit as described herein, and within the attached Exhibit "A", Exhibit "A-1" and Exhibit "B" and declare the same to be in full force and effect.

IN WITNESS WHEREOF, this instrument is executed as of the date of the acknowledgements below, but to be effective as of the Effective Date recited hereinabove.

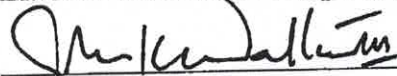
Operator:

EXCO Resources (PA), LLC



 By: John K. Walker, III
 Title: Director of Land

Non-Operators:

EXCO Production Company (PA), LLC


 By: John K. Walker, III
 Title: Director of Land

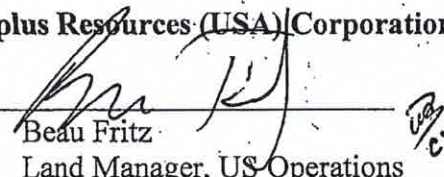
EXCO Production Company (PA) II, LLC


 By: John K. Walker, III

Enerplus Resources (USA) Corporation

Instrument
201900024425 OR

book Page
9192 2530

By:  Beau Fritz
Title: Land Manager, US Operations

BKV Chelsea LLC

By: Matthew Johnson
Title: Vice President Corporate Development

Larchmont Resources LLC

By: Brian Shannon
Title: Manager

Acknowledgment Page(s) to Follow

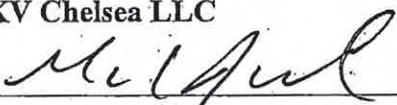
Enerplus Resources (USA) Corporation

Instrument
201900024425 OR

book Page
9192 2531

By: Beau Fritz
Title: Land Manager; US Operations

BKV Chelsea LLC



By: Matthew Johnson
Title: Vice President Corporate Development

Larchmont Resources LLC

By: Brian Shannon
Title: Manager

Acknowledgment Page(s) to Follow

Enerplus Resources (USA) Corporation

Instrument 201900024425 OR Book Page 9192 2532

By: Beau Fritz
Title: Land Manager, US Operations

BKV Chelsea LLC

By: Matthew Johnson
Title: Vice President Corporate Development

Larchmont Resources LLC

By: Brian Shannon
Title: Manager



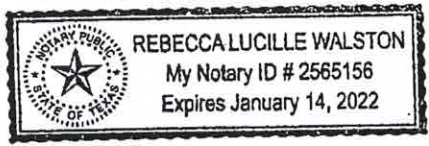
Acknowledgment Page(s) to Follow

Instrument 201900024425 OR book Page 9192 2533

STATE OF TEXAS }
COUNTY OF DALLAS } §

On this 26th day of ~~June~~ ^{July}, 2019, before me, a Notary Public, the undersigned officer, personally appeared John K. Walker, III, who acknowledged himself to be the Director of Land of EXCO Resources (PA), LLC, and that he as such officer, being authorized to do so, executed the foregoing instrument for the purposes therein contained.

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



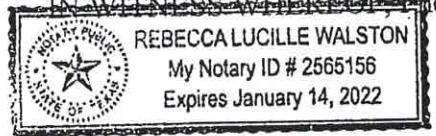
Rebecca Lucille Walston
Notary Public

My commission expires: 1/14/2022

STATE OF TEXAS }
COUNTY OF DALLAS } §

On this 26th day of ~~June~~ ^{July}, 2019, before me, a Notary Public, the undersigned officer, personally appeared John K. Walker, III, who acknowledged himself to be the Director of Land of EXCO Production Company (PA), LLC, and that he as such officer, being authorized to do so, executed the foregoing instrument for the purposes therein contained.

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



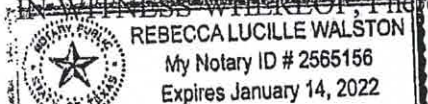
Rebecca Lucille Walston
Notary Public

My commission expires: 1/14/2022

STATE OF TEXAS }
COUNTY OF DALLAS } §

On this 26th day of ~~June~~ ^{July}, 2019, before me, a Notary Public, the undersigned officer, personally appeared John K. Walker, III, who acknowledged himself to be the Director of Land of EXCO Production Company (PA) II, LLC, and that he as such officer, being authorized to do so, executed the foregoing instrument for the purposes therein contained.

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



Rebecca Lucille Walston
Notary Public

Instrument 201900024425 OR book Page 9192 2534

STATE OF COLORADO }
 } §
COUNTY OF DENVER }

On this 27 day of July, 2019, before me, a Notary Public, the undersigned officer, personally appeared Beau Fritz, who acknowledged himself to be the Land Manager, US Operations of Enerplus Resources (USA) Corporation, and that he as such officer, being authorized to do so, executed the foregoing instrument for the purposes therein contained.

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

YASUKO S. ARMSTEAD
NOTARY PUBLIC
STATE OF COLORADO
NOTARY ID 20124022883
MY COMMISSION EXPIRES MAY 18, 2020
~~My commission expires:~~

Yasuko S. Armstead
Notary Public

STATE OF COLORADO }
 } §
COUNTY OF _____ }

On this ___ day of _____, 2019, before me, a Notary Public, the undersigned officer, personally appeared Matthew Johnson, who acknowledged himself to be the Vice President Corporate Development of BKV Chelsea LLC, and that he as such officer, being authorized to do so, executed the foregoing instrument for the purposes therein contained.

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

Notary Public

My commission expires:

STATE OF TEXAS }
 } §
COUNTY OF _____ }

On this ___ day of _____, 2019, before me, a Notary Public, the undersigned officer, personally appeared Brian Shannon, who acknowledged himself to be the Manager of Larchmont Resources LLC, and that he as such officer, being authorized to do so, executed the foregoing instrument for the purposes therein contained.

STATE OF COLORADO }
COUNTY OF DENVER }

Instrument 201900024425 OR book Page 9192 2535

On this ___ day of _____, 2019, before me, a Notary Public, the undersigned officer, personally appeared Beau Fritz, who acknowledged himself to be the Land Manager, US Operations of Enerplus Resources (USA) Corporation, and that he as such officer, being authorized to do so, executed the foregoing instrument for the purposes therein contained.

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

Notary Public

My commission expires:

STATE OF COLORADO }
COUNTY OF Denver }

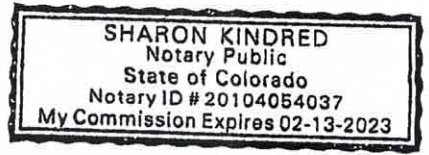
On this 2nd day of July, 2019, before me, a Notary Public, the undersigned officer, personally appeared Matthew Johnson, who acknowledged himself to be the Vice President Corporate Development of BKV Chelsea LLC, and that he as such officer, being authorized to do so, executed the foregoing instrument for the purposes therein contained.

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

Sharon Kindred

Notary Public

My commission expires: 2/13/2023



STATE OF TEXAS }
COUNTY OF _____ }

On this ___ day of _____, 2019, before me, a Notary Public, the undersigned officer, personally appeared Brian Shannon, who acknowledged himself to be the Manager of Larchmont Resources LLC, and that he as such officer, being authorized to do so, executed the foregoing instrument for the purposes therein contained.

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

STATE OF COLORADO }
 } §
COUNTY OF DENVER }

Instrument book Page
201900024425 OR 9192 2536

On this ___ day of _____, 2019, before me, a Notary Public, the undersigned officer, personally appeared Beau Fritz, who acknowledged himself to be the Land Manager, US Operations of Enerplus Resources (USA) Corporation, and that he as such officer, being authorized to do so, executed the foregoing instrument for the purposes therein contained.

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

Notary Public

My commission expires:

STATE OF COLORADO }
 } §
COUNTY OF _____ }

On this ___ day of _____, 2019, before me, a Notary Public, the undersigned officer, personally appeared Matthew Johnson, who acknowledged himself to be the Vice President Corporate Development of BKV Chelsea LLC, and that he as such officer, being authorized to do so, executed the foregoing instrument for the purposes therein contained.

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

Notary Public

My commission expires:

STATE OF TEXAS }
 } §
COUNTY OF HARRIS }

On this ^{7th} 24 day of JUNE, 2019, before me, a Notary Public, the undersigned officer, personally appeared Brian Shannon, who acknowledged himself to be the Manager of Larchmont Resources LLC, and that he as such officer, being authorized to do so, executed the foregoing instrument for the purposes therein contained.

Notary Public

Instrument
201900024425 ORbook Page
9192 2537**Exhibit "A"**

Attached to and made a part of that certain Second Amendment to Declaration of Pooling and Unitization Agreement effective June 1, 2019, covering the Poor Shot Unit located in Lycoming County, Pennsylvania

Schedule of Leases within the Poor Shot Unit

The following Oil and Gas Leases, as said leases may have been or may be modified and/or amended, located in Cogan House and Anthony Townships, Lycoming County, Pennsylvania, limited to those lands described on Exhibit "A-1", attached hereto:						
Tract	Lessor	Lessee	Parcel Number	Acres in Unit	Lease Date	Recording Data
1	Cadwalader Estates, L. P.	The Keeton Group, LLC	08-267-104	374.9000	05/22/2005	Bk 5582 Pg 207
2	William E. Corson & Richard E. Corson	The Keeton Group, LLC	01-287-122	351.3760	06/22/2005	Bk 5590 Pg 100
3	William E. Corson & Richard E. Corson	The Keeton Group, LLC	01-287-121	144.0620	06/22/2005	Bk 5590 Pg 100
4	Daniel L. Stabler & Linell A. Stabler, his wife and Donald L. Messner, single	The Keeton Group, LLC	01-287-120	66.1230	04/20/2005	Bk 5590 Pg 167
5	Poor Shot Hunting Club, Inc.	The Keeton Group, LLC	01-287-118	145.2170	06/22/2005	Bk 5590 Pg 108
6	Bert E. Quigel & Dorothy R. Quigel, his wife	The Keeton Group, LLC	01-287-114.A	81.8280	07/28/2005	Bk 5590 Pg 096
TOTAL				1,163.5060		

Instrument- book Page
201900024425 OR 9192 2538

Exhibit "A-1"

Attached to and made a part of that certain Second Amendment to Declaration of Pooling and Unitization Agreement effective June 1, 2019, covering the Poor Shot Unit located in Lycoming County, Pennsylvania

DESCRIPTION OF
POOR SHOT UNIT
AREA OF LEASE
ANTHONY AND LYCOMING TOWNSHIPS,
LYCOMING COUNTY, PENNSYLVANIA

This 1,163.5060 acre Poor Shot Unit is located in Cogan House, Anthony and Lycoming Townships, Lycoming County, Pennsylvania and is described as follows:

BEGINNING at the northwest corner of Tax Parcel 08-267-102, said point having NAD 83 Pennsylvania State Plane North US Survey Feet Coordinate of North 433,708.35 and East 2,126,848.09, being the POINT OF BEGINNING for the unit boundary, thence;

S 02°07'39" E	407.33 feet to a point on the westerly boundary line of said Tax Parcel 08-267-102, thence;
S 02°17'11" E	4,838.40 feet to the southeast corner of Tax Parcel 08-267-104, being the southwest corner of Tax Parcel 08-267-102, thence;
N 87°49'10" E	1,684.00 feet to a point on the northerly boundary line of Tax Parcel 01-287-121, thence;
S 04°57'40" E	5,894.05 feet, passing through Tax Parcel 01-287-120, to a point on the southerly boundary line of Tax Parcel 01-287-121 (formerly Tax Parcel 01-287-118), thence;
S 85°55'33" W	3,106.40 feet to the northeast corner of Tax Parcel 01-287-114.A, thence;
S 03°29'53" E	2,106.50 feet to the southeast corner of Tax Parcel 01-287-114.A, also being the southeast corner of said unit boundary, thence;
S 80°39'35" W	1,642.46 feet to the southwest corner of Tax Parcel 01-287-114.A, also being the southwest corner of said unit boundary, thence;
N 03°29'04" W	2,257.26 feet to the northeast corner of Tax Parcel 01-287-116, thence;
S 85°55'33" W	1,482.67 feet to the southwest corner of Tax Parcel 01-287-121 (formerly Tax Parcel 01-287-118), thence;
N 01°36'52" W	1,288.33 feet to a point the westerly boundary line of Tax Parcel 01-287-121 (formerly Tax Parcel 01-287-118), thence;

Instrument - book Page
201900024425 OR 9192 2539

N 88°20'06" E 1,138.05 feet to a point on the westerly boundary line of Tax Parcel 01-287-121,
(formerly the southwest corner of 01-287-122), thence;

N 01°39'54" W 4,765.91 feet to the northwest corner of Tax Parcel 01-287-121 (formerly the
northwest corner of Tax Parcel 01-287-122), thence;

N 01°49'45" W 4,861.26 feet to a point on the westerly boundary line of Tax Parcel 08-267-104,
thence;

N 01°44'49" W 683.05 feet to a point on the westerly boundary line of said Tax Parcel 08-267-
104, also being the northwest corner of the unit boundary, thence;

S 86°30'29" E 3,019.69 feet passing through said Tax Parcel 08-267-104 to the POINT OF
BEGINNING.

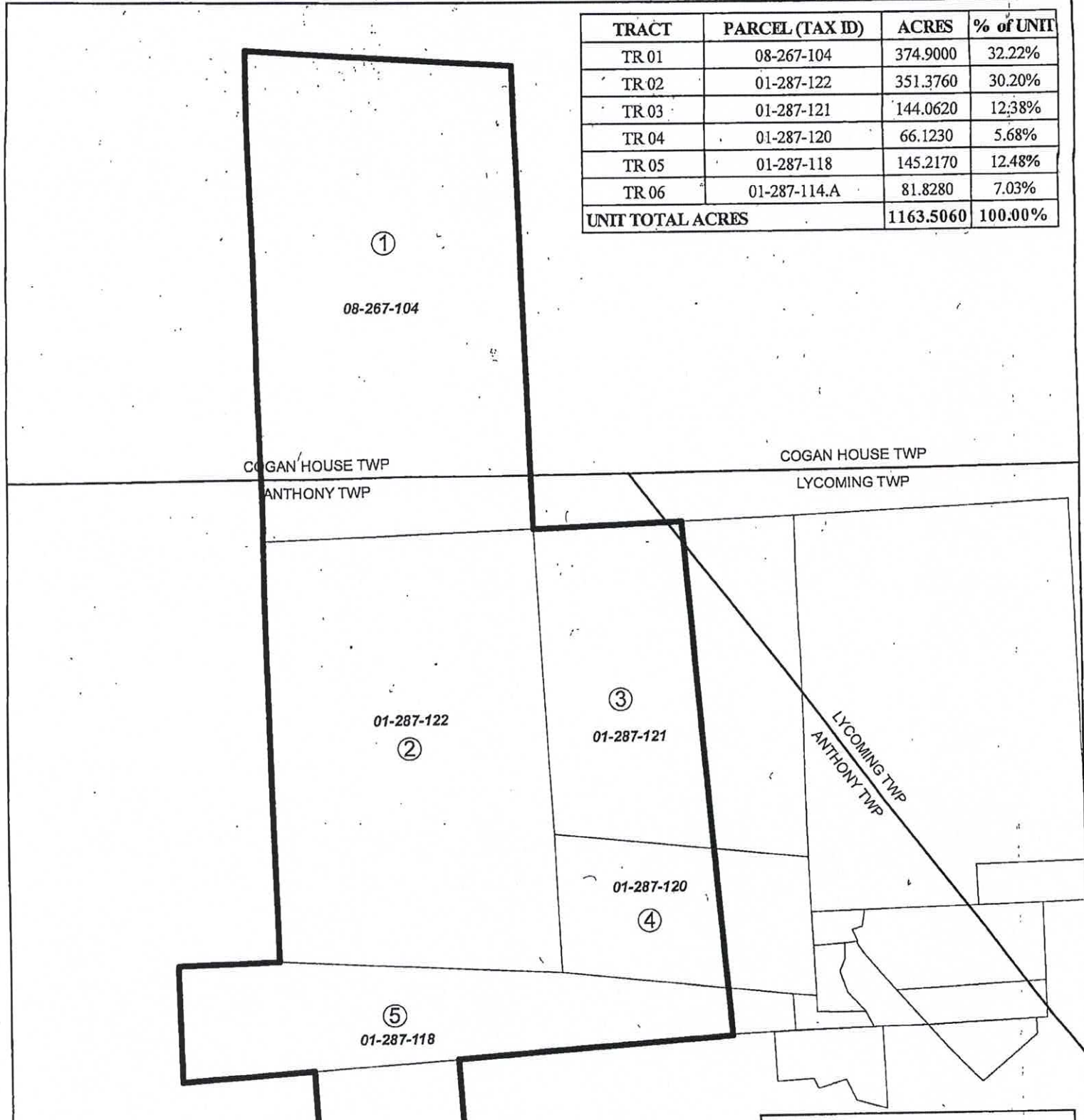
The above described Parcel contains 1,163.5060 acres more or less, and is also depicted on a plat prepared by SGC Engineering, LLC entitled: "BOUNDARY RETRACEMENT SURVEY OF PROPERTY LOCATED ON STONY GAP ROAD, COGAN HOUSE, ANTHONY AND LYCOMING TOWNSHIPS, LYCOMING COUNTY, PA; Prepared For: "EXCO RESOURCES (PA), LLC"; Dated: January 10th 2019, previously unrecorded but made a part of this conveyance.

Exhibit "B"

Instrument 201900024425 OR book Page 9192 2540

Attached to and made a part of that certain Second Amendment to Declaration of Pooling and Unitization dated June 1, 2019 Covering the Poor Shot Unit located in Lycoming County, Pennsylvania

TRACT	PARCEL (TAX ID)	ACRES	% of UNIT
TR 01	08-267-104	374.9000	32.22%
TR 02	01-287-122	351.3760	30.20%
TR 03	01-287-121	144.0620	12.38%
TR 04	01-287-120	66.1230	5.68%
TR 05	01-287-118	145.2170	12.48%
TR 06	01-287-114.A	81.8280	7.03%
UNIT TOTAL ACRES		1163.5060	100.00%



POOR SHOT UNIT

Instrument 201000010363 OR book Page 7007 227

NOTICE OF EXTENSION OF OIL AND GAS LEASE

STATE OF PENNSYLVANIA § KNOW ALL MEN BY THESE PRESENTS: COUNTY OF LYCOMING §

WHEREAS, Bert E. Quigel and Dorothy R. Quigel, his wife, executed and delivered unto The Keeton Group, LLC, that certain Oil and Gas Lease (the "Lease") dated July 28, 2005, recorded in Book 5590, Page 96, Lycoming County, Pennsylvania, covering 90.70 acres, more or less, as more fully described in Exhibit 'A', and

WHEREAS, the current Lessees of record are Chief Exploration & Development LLC, Radler 2000, LP, MKR Holdings, L.L.C. and Enerplus Resources (USA) Corporation, and

WHEREAS, the Lease contains an extension provision whereby the Lessees may extend the primary term thereof for five (5) additional years, and

WHEREAS, the Lessees have exercised the extension option as granted in the Lease, and have timely paid the additional consideration as set forth in the Lease, and the Lessees are desirous of executing and filing this instrument of record in order to provide notice to third parties of the extension of the primary term of the Lease.

NOW, THEREFORE, for and in consideration of the premises, the benefits to be derived herefrom by the undersigned under the Lease, and other good and valuable consideration paid to Lessor, the receipt and sufficiency of which are hereby acknowledged, the undersigned, as one of the Lessees, hereby executes this Notice of Extension to provide third parties with notice of the extension of the primary term of the Lease for five (5) additional years.

IN WITNESS WHEREOF, this Notice of Extension is executed by the undersigned on the respective date of acknowledgement below.

Lessee: CHIEF EXPLORATION & DEVELOPMENT LLC [Signature] Glynne Mildren, Senior Vice President-Land

201000010363 Filed and Registered on LYCOMING COUNTY PA ANNABEL MILLER 07-28-2010 At 02:20 pm. LESS 30 YR 19.00 OR book 7007 Page 227 - 228

STATE OF TEXAS § COUNTY OF DALLAS §

On this, the 24 day of June 2010, before me, Candace Huebel, a notary public in and for the State of Texas, the undersigned officer, personally appeared Glynne Mildren, who acknowledged himself to be the Sr. Vice President - Land of Chief Exploration & Development LLC, a Texas limited liability company, and that he as such Sr. Vice President - Land, being authorized to do so, executed the foregoing instrument for the purposes therein contained by signing the name of the said limited liability company by himself as Sr. Vice President - Land. I certify that I am not an officer or director of Chief Exploration & Development LLC

FILED LYCOMING COUNTY PA 2010 JUL 28 P 2:31 ANNABEL MILLER RECORDER OF DEEDS

Instrument
201000010363 OR book Page
7007 228

EXHIBIT 'A'

..... Lessee..... Lease date..... Book..... Page..... Ref..... County/Parish Legal desc.....
R. Quigel, The Keeton Group, LLC	07/28/05	5590	96	20060000294	LYCONING	Township of Anthony, Tax Map 1-287-114-A, 1-287-114-Y

200600003294
 Filed for Record in
 LYCOMING COUNTY PA
 ANNABEL MILLER
 03-08-2006 At 10:35 a.m.
 LESS 30 YR 18.50
 STATE TAX .00
 LOCAL TAX .00
 OR book 5590 Page 96 - 97

OIL AND GAS LEASE

This lease made this 28th day of July, 2005, by and for Bert E. Quijel and Dorothy R. Quijel, his wife

having an address at 5756 SR 973 W Cogan Station PA 17728
 hereinafter collectively called "Lessor" and The Keeton Group, LLC 3012 Merideth Circle, Lexington, Kentucky, 40513 hereinafter called "Lessee".

WITNESSETH, That for and in consideration of the premises, and all of the mutual covenants and agreements hereinafter set forth, the Lessor and Lessee agree as follows:

LEASING CLAUSE: Lessor hereby leases exclusively to Lessee all the oil, gas and coalbed methane and their constituents, whether hydrocarbon or non-hydrocarbon, underlying the land herein leased, together with such exclusive rights as may be necessary or convenient for Lessee, at its election, to explore for, develop, produce, measure, and market production from the Leasehold, and from adjoining lands, using methods and techniques which are not restricted to current technology, including the right to conduct geophysical and other exploration test; to drill, maintain, operate, cease to operate, plug, abandon, and remove wells; to use or install roads, electric power and telephone facilities, and to construct pipelines with appurtenant facilities, including data acquisition, compression and collection facilities for use in the production and transportation of products from the Leasehold and from neighboring lands across the Leasehold, and such right shall survive the term of this agreement for so long thereafter as operations are continued, to use oil, gas, and non-domestic water sources, free of cost, to store gas of any kind underground, regardless of the source thereof, including the injection of gas therein and removing same therefrom, to protect stored gas, to operate, maintain, repair, and remove material and equipment.

DESCRIPTION: The Leasehold is located, all or part, in the County of Lycoming, in the State of Pennsylvania, in the District/Township of Anthony and described as follows:
 and is bounded formerly or currently as follows: Tax Map # 1-287-114-A, 1-287-114-Y

- On the North by Lands of Poorshot Hunt Club
- On the East by Lands of Stoney Gap Hunt Club H. Peacock
- On the South by Lands of H. Alexander D. Fisher
- On the West by Lands of C. Ohlson E. Corson

Including lands acquired by: Instrument from Clinton I. Willits et. Ux. M. G. Mosser, Clerk
 dated 8/29/56, 8/22/79, and recorded in Book 420, 917, Page 318, 12
 and described for the purposes of this agreement as containing 90.7 acres, whether actually more or less, and including all contiguous or appurtenant lands owned by Lessor.

LEASE TERM: This Lease shall remain in force for a primary term of five (5) years from July 28, 2005, and for as long thereafter as prescribed payments are made, or for as long thereafter as operations are conducted on the Leasehold in search of production of oil, gas, or their constituents, or for as long as a well capable of production is located on the Leasehold, or for as long as extended by others provisions herein, or for as long as the Leasehold is used for the underground storage of gas or for the protection of stored gas. If after the primary term the last producing well on the Leasehold is plugged and abandoned, the Leasehold will remain under lease for an additional period of one year from the date of plugging and abandonment, subject to the payment of Delay Rental.

EXTENSION OF TERM: Lessee may extend the primary term for one additional period equal to the primary term by paying to Lessor, at any time within the primary term, proportionate to Lessor's percentage of ownership an Extension Payment equal in amount to the annual Delay Rental as herein described, or by drilling a well on the Leasehold which is not capable of commercial production.

PAYMENT TO LESSOR: Lessee covenants to pay Lessor, proportionate to Lessor's percentage of ownership as follows:

(A.) **DELAY RENTAL:** To pay Lessor as Delay Rental at the rate of Two (\$ 2.00) dollars per net mineral acre per year payable annually in advance, beginning on July 28, 2006, and continuing thereafter until the commencement of Royalty payments. Delay Rental paid for time beyond the commencement date of Royalty payment shall be credited upon the Royalty payment. Upon conversion to Storage, Delay Rental payment shall be reestablished.

(B.) **ROYALTY:** It is agreed that the total Royalty that will be paid by Lessee shall be one eighth (1/8th) and that any Royalty conveyance or reservation in Lessor's chain of title shall be subtracted from the one eighth (1/8th) royalty proved herein. To pay Lessor as Royalty, less all taxes, assessments, and adjustments on production from the Leasehold as follows:

1. **OIL:** To deliver to the credit of Lessor, free of cost, a Royalty of the equal one-eighth part of all oil and constituents thereof produced and marketed from the Leasehold.

2. **GAS:** To pay Lessor an amount equal to one-eighth of the revenue realized by the Lessee for all gas and the constituents thereof produced and marketed from the Leasehold during the preceding month. Lessee may withhold Royalty payment until such time as the total withheld exceeds fifty dollars (\$50.00).

(C.) **DELAY IN MARKETING:** In the event that Lessee does not market producible gas, oil, or their constituents from the Leasehold, Lessee shall continue to pay Delay Rental until such time as marketing is established, and such payment shall maintain this lease in full force and effect to the same extent as payment of Royalty.

(D) **SHUT-IN:** In the event that production of oil, gas, or their constituents is interrupted and not marketed for a period of six months, and there is no producing well on the Leasehold, Lessee shall thereafter, as Royalty for constructive production, pay a Shut-in Royalty equal in frequency and amount to the Delay Rental until such time as production is re-established and said payment shall maintain the Lease in full force and effect to the same extent as payment of Royalty. During Shut-in, Lessee shall have the right to re-work, stimulate, or deepen any well on the Leasehold or drill a new well on the Leasehold in an effort to re-establish production, whether from and original producing formation or from a different formation. In the event that the production from the only producing well on the Leasehold is interrupted for more than six months, this Lease shall remain in full force and effect without payment of Royalty or Shut-in Royalty.

(J.) LIMITATION OF FORFEITURE: This lease shall never be subject to civil action or other proceeding to enforce a claim of forfeiture due to Lessee's alleged failure to perform as specified herein, unless, Lessee has received written notice of Lessor's demand and thereafter fails or refuses to satisfy Lessor's demand within 60 days from receipt of the notice.

UNITIZATION: Lessor grants Lessee the right to pool, unitize, or combine all or part of the Leasehold with other lands, whether contiguous or not contiguous, leased, or un-leased, whether owned by Lessee or by others, at a time before or after drilling to create drilling or production units either by contract right or pursuant to governmental authorization. Lessee is granted the right to change the size, shape and conditions of operations or payment of any unit created. Lessor agrees to accept and receive out of the production or the revenue realized from production of such unit, such proportional share of the Royalty from each unit well as the number of Leasehold acres included in the unit bears to the total number of acres in the unit. Otherwise, except for Free Gas, the drilling, operations in preparation for drilling, production from, or payment for Royalty, Shut-In Royalty, or Delay In Marketing for a well on such a unit shall have the same effect upon the terms of this Lease as if the well were located on the Leasehold.

FREE GAS: Upon approval of Lessor's written request for free gas and his execution of an Agreement for Delivery of Free Gas and Overburn Gas, one Lessor may lay a line to any producing gas well on the leased premises and take two hundred thousand (200,000) cubic feet of gas per year free of cost for domestic use in one dwelling on said lands at Lessor's own risk and subject to the use and right of abandonment of the well by the Lessee. All overburn gas shall be paid for by said Lessor at the current established retail rate in the area.

FACILITIES: Lessee shall not drill a well within 200 feet of any structure located on the Leasehold without Lessor's written consent. Lessor shall not erect any building or structure, or plant any trees within 200 feet of a well or within 25 feet of a pipeline without Lessee's written consent. Lessor shall not improve, modify, degrade or restrict roads and facilities built by Lessee's without written consent.

CONVERSION TO STORAGE: Lessee is hereby granted the right to convert the Leasehold to gas storage. At the time of conversion, Lessee shall pay Lessor's proportionate part for the estimated recoverable gas remaining in the well using methods of calculating gas reserves as are generally accepted by the natural gas industry, and Lessor shall be paid Delay Rental for as long thereafter as the Leasehold is used for gas storage or for protection of gas storage.

TITLE AND INTEREST: Lessor hereby warrants generally and agrees to defend title to the Leasehold and covenants that Lessee shall have quiet enjoyment hereunder and shall have benefit of the doctrine of after acquired title. Should any person having title to the Leasehold fail to execute this Lease, the Lease shall nevertheless be binding upon all person who do execute it as Lessor.

LEASE DEVELOPMENT: There is no covenant to develop the Leasehold within a certain time frame, and there shall be no leasehold forfeiture for implied covenants to produce. Provisions herein constitute full compensation for privileges herein granted.

ARBITRATION: In the event of a disagreement between Lessor and Lessee concerning this lease, performance thereunder, or damages caused by Lessee's operations, settlement shall be determined by a panel of three disinterested arbitrators. Lessor and Lessee shall appoint and pay the fee of one each, and the two so appointed shall appoint the third, whose fee shall be borne equally by Lessor and Lessee. The award shall be by unanimous decision of the arbitrators and shall be final.

SURRENDER: Lessee may surrender and cancel this lease as to all or any part of the Leasehold by recording a Surrender of Lease and if partially surrendered, the Delay Rental provided in the PAYMENTS clause shall be reduced in proportion to the acreage surrendered.

SUCCESSORS: All rights, duties, and liabilities herein benefit and bind Lessor and Lessee and their heirs, successors, and assigns.

ENTIRE CONTRACT: The entire agreement between Lessor and Lessee is embodied herein. No oral warranties, representation, or promises have been made or relied upon by either party as an inducement to or modification of this Lease.

IN WITNESS WHEREOF, this lease is entered into this the day and year first above written.

LESSOR Bert E. Quigel
BERT E. QUIGEL

LESSOR Dorothy R. Quigel
DOROTHY R. QUIGEL

LESSOR _____

LESSOR _____

ACKNOWLEDGMENT

STATE OF Pennsylvania
COUNTY OF Lycoming

On this 4th day of August, 2005, before me, Karl F. Langensiepen Jr, a Notary Public, came Bert E. Quigel and Dorothy R. Quigel to me know (or satisfactorily proven) to be the individual(s) described in, and who executed the foregoing instrument, and acknowledged that he/she/they executed the same for the purposes therein contained. In witness thereof, I hereunto set my hand and official seal.

My Commission Expires on: June 9, 2009

Karl F. Langensiepen Jr
Notary Public

COMMONWEALTH OF PENNSYLVANIA
Notarial Seal
Karl F. Langensiepen, Jr., Notary Public
City Of Altoona, Blair County
My Commission Expires June 9, 2009
Member, Pennsylvania Association of Notaries

ACKNOWLEDGMENT

STATE OF _____
COUNTY OF _____

MEMORANDUM OF PIPELINE RIGHT-OF-WAY OPTION AGREEMENT

This Memorandum of Pipeline Right-of-Way Option Agreement (hereinafter the "Memorandum") is made and entered into this 20th day of July, 2012, between **Willits Properties, LP**, whose address is 355 Sylvan Dell Park Road, Williamsport, PA 17702 (hereinafter "Grantor"), and **PVR Marcellus Gas Gathering, LLC**, whose address is 5215 N. O'Connor Blvd., Suite 1500, Irving, TX 75039 (hereinafter "Grantee").

WITNESSETH:

For and in consideration of the sum of Ten Dollars (\$10.00) cash in hand paid, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Grantor did make and execute in favor of Grantee a Pipeline Right-of-Way Option Agreement dated July 20th 2012 (the "Option Agreement"), under and subject to the terms and conditions thereof, which grants and conveys to Grantee, its successors and assigns, the option to purchase certain easements and rights-of-way as depicted on the Exhibit "A" attached hereto and made a part hereof for the purpose of installing pipelines and appurtenant facilities across, under and through Grantor's lands located all or in part in the Township of Anthony, County of Lycomng, Commonwealth of Pennsylvania, and described as follows:

Tax Map Parcel No. **01-287-114.Y**

bounded currently or formerly as follows:

201200012506
Filed for Record in
LYCOMING COUNTY PA
ANNABEL MILLER, REGISTER & RECORDER
08-15-2012 At 01:40 pm.
LESS 30 YR 18.50
OR book 7709 Page 173 - 175

- On the North by lands of Willits Properties, LP;
- On the East by lands of Harry & Donna Alexander;
- On the South by lands of Matthew D. Fisher, et al.;
- On the West by lands of Luke & Stephanie Fink;

including lands referenced in that certain deed from Robert D. Willits, Faith E. Willits, et al. dated January 27th, 2011, and recorded in Deed Book Volume 7195, Page 303 (hereinafter "Premises").

This Memorandum is being made and filed for the purpose of giving third parties notice of the existence of the easements and rights-of-way described above. The execution, delivery and recordation of this Memorandum shall have no effect upon, and is not intended as an amendment of the terms and conditions of the Option Agreement described above. Although not recorded, the Option Agreement is binding on and shall benefit and be enforceable by the Grantor and the Grantee, and their respective heirs, executors, administrators, successors and assigns. Any person acquiring or exercising any of the rights of Grantor or Grantee shall be conclusively presumed by virtue of this Memorandum to have constructive and actual notice of the terms and conditions set forth in the Option Agreement and to be legally bound thereby. It is the intent of the Grantor to grant an option to purchase easements and rights-of-way across, under and through the Premises that shall run with the Premises and be binding upon Grantor's heirs, successors and assigns.

IN WITNESS WHEREOF this Memorandum of Pipeline Right-of-Way Option Agreement is executed as of the date first written above.

Instrument 201200012506 OR book Page 7709 174

CORPORATE ACKNOWLEDGMENT

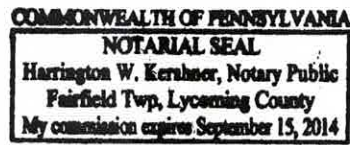
COMMONWEALTH OF PENNSYLVANIA }
COUNTY OF Lycoming } SS:

Before me, the undersigned, a Notary Public, in and for the said County and Commonwealth, on this 20th day of July, 2012, personally appeared Sharon A. Willits Markle, to me known to be the identical person(s) who subscribed the name of the maker thereof to the within and foregoing instrument as the Willits Properties, LP Secretary/Treasurer, and acknowledged to me that he/she/they executed the same as his/her/their free and voluntary act and deed, as the free and voluntary act and deed of such corporation, for the uses and purposes therein set forth.

IN WITNESS WHEREOF, I have hereunto set my official signature and affixed my official seal the day and year last above written.

My Commission Expires: 9/15/2014

Harrington W. Kerahner
Notary Public



CORPORATE ACKNOWLEDGMENT

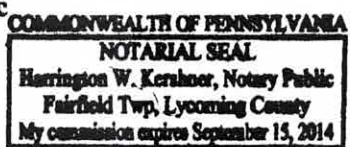
COMMONWEALTH OF PENNSYLVANIA }
COUNTY OF Lycoming } SS:

Before me, the undersigned, a Notary Public, in and for the said County and Commonwealth, on this 20th day of July, 2012, personally appeared Craig L. Willits, to me known to be the identical person(s) who subscribed the name of the maker thereof to the within and foregoing instrument as the Willits Properties, LP Manager, and acknowledged to me that he/she/they executed the same as his/her/their free and voluntary act and deed, as the free and voluntary act and deed of such corporation, for the uses and purposes therein set forth.

IN WITNESS WHEREOF, I have hereunto set my official signature and affixed my official seal the day and year last above written.

My Commission Expires: 9/15/2014

Harrington W. Kerahner
Notary Public



CORPORATE ACKNOWLEDGMENT

COMMONWEALTH OF PENNSYLVANIA }
COUNTY OF Lycoming } SS:

Before me, the undersigned, a Notary Public, in and for the said County and



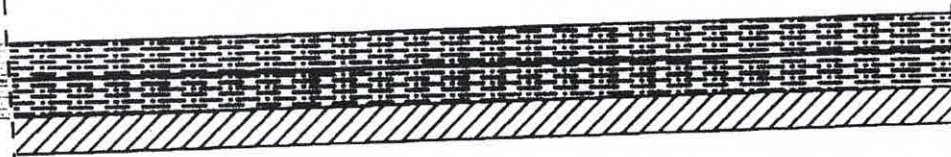
Instrument
201200012506 OR

book Page
7709 175

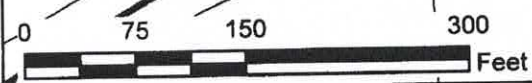
Lands Now or Formerly of
Willits Properties LP
Tax Map ID: 01-287-114.A

Lands Now or Formerly of
Willits Properties, LP
Book 7195, Page 303
Tax Map ID: 01-287-114.Y
Lycoming County, PA

Lands Now or Formerly of
Luke S. and Stephanie Fink
Tax Map ID: 01-287-115



W RT 973 HWY



LYCOMING COUNTY
VERIFIED/ASSIGNED UPIPart of 01-287-114.AInstrument
201300002281 OR book Page
7893 258

Prepared By: Global Land Partners, LLC

After recording, return to:
PVR Marcellus Gas Gathering, LLC
180 Pine Street
Williamsport, PA 17701

Tax Parcel ID # 01-287-114.Y

**NOTICE OF THE EXERCISE OF PIPELINE RIGHT-OF-WAY
OPTION AGREEMENT**

This Notice of the Exercise of Pipeline Right-of-Way Option Agreement (hereinafter the "Notice") is made this 30th day of January, 2013, by **PVR Marcellus Gas Gathering, LLC**, a Delaware limited liability company whose address is 100 Matsonford Road, Three Radnor Corporate Center, Suite 301, Radnor, Pennsylvania 19087 (hereinafter sometimes called "Grantee").

WITNESSETH:

This Notice is being made and filed for the purpose of giving third parties notice of the exercise of option granted under that certain Pipeline Right-of-Way Option Agreement ("Option Agreement") dated July 20th, 2012 in which a Memorandum of Pipeline Right-of-Way Option Agreement ("Memorandum") has been recorded in the Recorder of Deeds Office of Lycoming County, Commonwealth of Pennsylvania on August 15th, 2012 and filed at Instrument No. 201200012506 or Book 7709 Page 173. Although not recorded, the Option Agreement referenced in the Memorandum represents certain exclusive rights-of-way and easements granted to PVR Marcellus Gas Gathering, LLC together with other rights and privileges over, across, under and through certain lands and are binding on and shall benefit and be enforceable by the Grantor and the Grantee, and their respective heirs, executors, administrators, successors and assigns. Any person acquiring or exercising any of the rights of Grantor or Grantee shall be conclusively presumed by virtue of this Notice to have constructive and actual notice of the terms and conditions set forth in the Option Agreement and to be legally bound thereby.

NOW THEREFORE, PVR Marcellus Gas Gathering, LLC hereby affirms that the option granted under that certain Option Agreement in which a Memorandum was recorded in the Recorder of Deed's Office in Lycoming County, Commonwealth of Pennsylvania has been exercised and such exclusive right-of-ways and easements acquired by virtue of such option exercise, together with other rights and privileges granted to PVR Marcellus Gas Gathering, LLC by Grantors are in full force and effect.

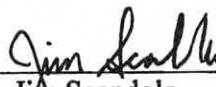
IN WITNESS WHEREOF, Grantee hereunto set hand and seal on the date first written above.

Signed in the presence of:

PVR MARCELLUS GAS GATHERING, LLC



WITNESS



By: Jim Scandola

CORPORATE ACKNOWLEDGMENT

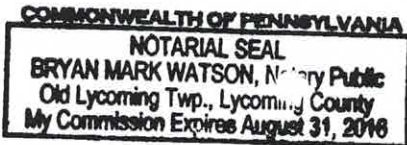
COMMONWEALTH OF PENNSYLVANIA }
COUNTY OF LYCOMING } SS:

ON this 30th day of January in the year 2013, before me, the undersigned officer, personally appeared Jim Scandola, who acknowledged himself to be the Vice President Eastern Region Commercial Operations of PVR Marcellus Gas Gathering, LLC, a Delaware limited liability company, and that he as such Vice President Eastern Region Commercial Operations being authorized to do so, executed the foregoing instrument for the purposes therein contained by signing his name as such Vice President Eastern Region Commercial Operations.

IN WITNESS WHEREOF, I have hereunto set my official signature and affixed my official seal the day and year last above written.

My Commission Expires: August 31, 2016

Bryan Mark Watson
Notary Public



REV-183 EX (04-10)



REALTY TRANSFER TAX STATEMENT OF VALUE

See reverse for instructions.

RECORDER'S USE ONLY		Book	Page
State	20130002281 OR	7893	260/28.20
Book Number	7893		
Page Number	258		
Date Recorded	2-8-13		

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

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

Name	Global Land Partners, LLC	Telephone Number:	(570) 567-7558
Mailing Address	180 Pine Street	City	Williamsport
		State	PA
		ZIP Code	17701

B. TRANSFER DATA

Grantor(s)/Lessor(s)	Willits Properties LP
Mailing Address	355 Sylvan Dell Park Road
City	Williamsport
State	PA
ZIP Code	17702

C. Date of Acceptance of Document

Grantee(s)/Lessee(s)	PVR Marcellus Gas Gathering, LLC
Mailing Address	100 Matsonford Road, 3 Radnor Corporate Center, Suite 301
City	Radnor
State	PA
ZIP Code	19087

D. REAL ESTATE LOCATION

Street Address	5756 W RT 973 Highway	City, Township, Borough	Anthony Township
County	Lycoming	School District	Jersey Shore
		Tax Parcel Number	01-287-114.Y

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

1. Actual Cash Consideration	12,820.00	2. Other Consideration	+0.00	3. Total Consideration	= 12,820.00
4. County Assessed Value		5. Common Level Ratio Factor	X	6. Fair Market Value	=

F. EXEMPTION DATA

1a. Amount of Exemption Claimed	0.00	1b. Percentage of Grantor's Interest in Real Estate	100	1c. Percentage of Grantor's Interest Conveyed	0
---------------------------------	------	---	-----	---	---

Check Appropriate Box Below for Exemption Claimed.

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

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

Signature of Correspondent or Responsible Party	Date
	01/30/13

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

SECOND AMENDMENT TO PIPELINE RIGHT-OF-WAY OPTION AGREEMENT

THIS AGREEMENT is made this 3rd day of June, 2011, between **Willits Properties, LP**, whose address is 355 Sylvan Dell Park Road, Williamsport, PA 17702-8524 (hereinafter "Landowner"), and **PVR Marcellus Gas Gathering, LLC**, whose address is 5215 N. O'Connor Blvd., Suite 1500, Irving, TX 75039 (hereinafter "PVR").

WITNESSETH

FOR VALUABLE CONSIDERATION, the receipt and sufficiency of which is hereby acknowledged, Sharon Markle, Executrix for the Estate of Dorothy R. Quigel, deceased, previously granted a Pipeline Right-of-Way Option Agreement (hereinafter "Agreement") dated August 11, 2010, unto PVR and its successors and assigns, covering lands located in the Township of Anthony, County of Lycoming, Commonwealth of Pennsylvania, and further known as Tax Map Parcel No. 01-287-114.A (hereinafter "Subject Lands"), and recorded as a public notification by way of a Memorandum of Pipeline Right-of-Way Option Agreement in Instrument No. 201000012793 or Book 7047, Page 348 of records of Lycoming County, Commonwealth of Pennsylvania. Said Agreement was later amended by PVR by an Amendment to Pipeline Right-of-Way Option Agreement (hereinafter "Amendment") on August 11, 2010 and recorded in the Lycoming County public records at Instrument No. 201000017629 or Book 7129 Page 146. The Landowner is the current owner of the Subject Lands and hereby agrees with PVR that the terms of the Amendment are hereby amended, modified, and/or corrected, as follows:

- (a) Whereas, said Amendment depicts the location of the pipeline right-of-way on its attached Exhibit "A".**

Now therefore, it is agreed by all parties that the location of said pipeline right-of-way shall be modified as depicted on the Exhibit "A" attached hereto and made a part of this Second Amendment to Pipeline Right-of-Way Option Agreement.


All provisions of said Amendment are hereby modified to the extent necessary to make them conform to paragraph (a) above and are thereof amended hereby. The undersigned hereby acknowledges that the aforementioned Agreement and Amendment shall remain in full force and effect in accordance with all of the provisions as amended hereby.

This instrument shall be binding and inure to the benefit of the heirs, legal representatives of Landowners and the successors and assigns of PVR.

Executed this 3rd day of JUNE 2011.

PVR:

LANDOWNER:



Jeffrey E. Searfoss
Agent and Attorney-in-Fact



Craig Willits - President

CORPORATE ACKNOWLEDGMENT

COMMONWEALTH OF PENNSYLVANIA }
} SS:
COUNTY OF Lycoming }

Before me, the undersigned, a Notary Public, in and for the said County and Commonwealth, on this 9th day of June, 2011, personally appeared Craig Williams, to me known to be the identical person(s) who subscribed the name of the maker thereof to the within and foregoing instrument as its President, and acknowledged to me that he/she/they executed the same as his/her/their free and voluntary act and deed, as the free and voluntary act and deed of such corporation, for the uses and purposes therein set forth.

IN WITNESS WHEREOF, I have hereunto set my official signature and affixed my official seal the day and year last above written.

My Commission Expires: COMMONWEALTH OF PENNSYLVANIA
NOTARIAL SEAL
GEORGE FREDERICK HARRISON, Notary Public
City of Stroudsburg, Monroe County
My Commission Expires Nov. 3, 2014

[Signature]
Notary Public

CORPORATE ACKNOWLEDGMENT

COMMONWEALTH OF PENNSYLVANIA }
} SS:
COUNTY OF Lycoming }

Before me, the undersigned, a Notary Public, in and for the said County and Commonwealth, on this 9th day of June, 2011, personally appeared Sharon A. Markle, to me known to be the identical person(s) who subscribed the name of the maker thereof to the within and foregoing instrument as its Secretary/Treasurer and acknowledged to me that he/she/they executed the same as his/her/their free and voluntary act and deed, as the free and voluntary act and deed of such corporation, for the uses and purposes therein set forth.

IN WITNESS WHEREOF, I have hereunto set my official signature and affixed my official seal the day and year last above written.

My Commission Expires: COMMONWEALTH OF PENNSYLVANIA
NOTARIAL SEAL
GEORGE FREDERICK HARRISON, Notary Public
City of Stroudsburg, Monroe County
My Commission Expires Nov. 3, 2014

[Signature]
Notary Public

CORPORATE ACKNOWLEDGMENT

COMMONWEALTH OF PENNSYLVANIA }
} SS:
COUNTY OF Lycoming }

Before me, the undersigned, a Notary Public, in and for the said County and Commonwealth, on this 9th day of June, 2011, personally appeared Jeffrey E. Searloss,

LYCOMING COUNTY
VERIFIED / ASSIGNED UPI

Instrument book Page
201100005791 OR 7262 217

PART OF 01-287-114.Y

**MEMORANDUM OF
TEMPORARY ROAD RIGHT OF WAY AND EASEMENT**

This Memorandum of Temporary Road Right of Way and Easement is made and entered into this 14th day of March, 2011 by and between **Willits Properties, LP**, whose address is 5756 Route 973 West, Cogan Station, PA 17728 (hereinafter "Landowner," whether one or more), and **PVR Marcellus Gas Gathering, LLC**, whose address is 5215 N. O'Connor Blvd., Suite 1500, Irving, TX 75039 (hereinafter "PVR").

WITNESSETH:

For and in consideration of the sum of Ten Dollars (\$10.00) cash in hand paid, and other good and valuable consideration, Landowner did make and execute in favor of PVR a Temporary Road Right of Way and Easement dated the 14th day of March, 2011 (hereinafter "Easement"), which provides for a temporary road easement across Landowners following described land:


A parcel of land situate in the Township of Anthony, County of Lycoming, Commonwealth of Pennsylvania, containing 9.3 acres, more or less, as more particularly described in that certain deed dated the 27th day of January, 2011, from Robert D. Willits, of Watkins Glen, New York, Faith E. Willits Negvesky, of Dryden, New York, Sharon A Willits Markle, of Williamsport, Pennsylvania, Gary C. Willits, of Franklin, Tennessee, and Craig L. Willits, of Cogan Station, Pennsylvania, and recorded in the Land Records of said County in Deed Book 7195, Page 303, and incorporated herein by reference for a more particular description of said property.

Property tax or permanent parcel identification number **01-287-114.Y**, Township of Anthony.

This Memorandum of Temporary Road Right of Way and Easement is being made and filed for the purpose of giving third parties notice of the existence of a temporary road easement as depicted on the Exhibit "A" attached hereto and made a part hereof. The execution, delivery and recordation of this Memorandum of Temporary Road Right of Way and Easement shall have no effect upon, and is not intended as an amendment of the terms and conditions of the Easment. It is the intent of the Landowner to grant a temporary road easement across the above described property.

IN WITNESS WHEREOF this Memorandum of Temporary Road Right of Way and Easement is executed as of the date first above written.

LANDOWNER:


Sharon A. Willits Markle


Craig L. Willits

UNTY
9: 5b
LER
DEEDS

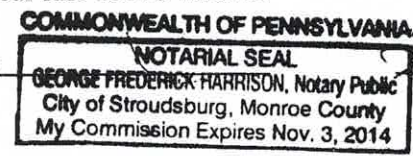
CORPORATE ACKNOWLEDGMENT

COMMONWEALTH OF PENNSYLVANIA }
 } SS:
COUNTY OF LYCOMING }

Before me, the undersigned, a Notary Public, in and for the said County and Commonwealth, on this 14th day of March, 2011, personally appeared Sharon A. Willits Markle, as Secretary/Treasurer, to me known to be the identical person(s) who subscribed the name of the maker thereof to the within and foregoing instrument as its Secretary/Treasurer, and acknowledged to me that he/she/they executed the same as his/her/their free and voluntary act and deed, as the free and voluntary act and deed of such corporation, for the uses and purposes therein set forth.

IN WITNESS WHEREOF, I have hereunto set my official signature and affixed my official seal the day and year last above written.

My Commission Expires:



George Frederick Harrison
Notary Public

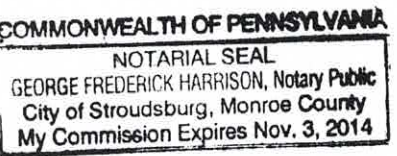
CORPORATE ACKNOWLEDGMENT

COMMONWEALTH OF PENNSYLVANIA }
 } SS:
COUNTY OF LYCOMING }

Before me, the undersigned, a Notary Public, in and for the said County and Commonwealth, on this 14th day of March, 2011, personally appeared Craig L. Willits, as Manager, to me known to be the identical person(s) who subscribed the name of the maker thereof to the within and foregoing instrument as its Agent and Manager, and acknowledged to me that he/she/they executed the same as his/her/their free and voluntary act and deed, as the free and voluntary act and deed of such corporation, for the uses and purposes therein set forth.

IN WITNESS WHEREOF, I have hereunto set my official signature and affixed my official seal the day and year last above written.

My Commission Expires:



George Frederick Harrison
Notary Public

Instrument
201100005791 OR

book Page
7262 219

**QUIGEL, BERT & DOROTHY
C/O SHARON MARKLE, EXECTOR OF ESTATE
355 SYLVAN DELL PARK RD
WILLIAMSPORT, PA 17702-8524
01-287-114.Y**

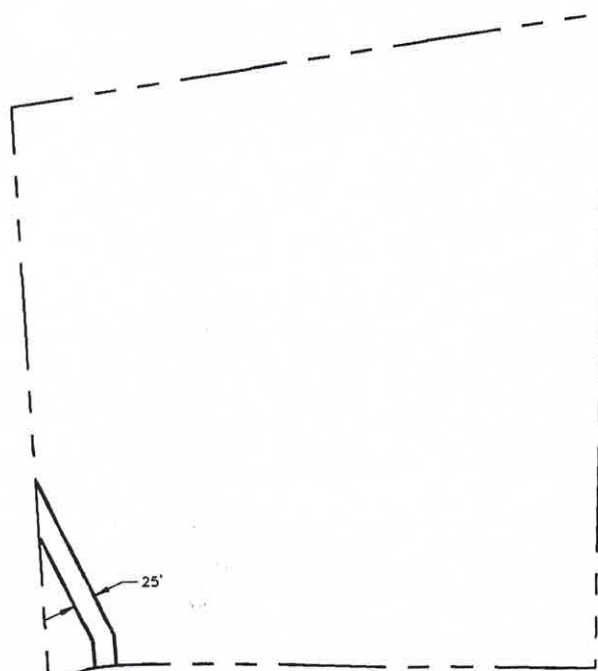


PLAN VIEW

Scale: 1" = 200'



NOTE:
ALL VIEWS ENLARGED ARE SCALED AT 1" = 200'
UNLESS OTHERWISE NOTED.



AWW&CS/Phase 2 EXHIBIT A.dwg

NOTE:
THE APPROVED BITE LOCATION FOR THE PIPELINE AND THE LOCATION OF THE PROPERTY BOUNDARY LINES ARE AS GENERALLY
SHOWN. THIS IS NOT AN EXACT REPRODUCTION OF THE ACTUAL

ACCESS ROAD

201.14 L.F.