

VILLARI, BRANDES & GIANNONE, P.C.

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Attorneys for Plaintiffs

IN THE COURT OF COMMON PLEAS OF WASHINGTON COUNTY, PA

STEPHANIE HALLOWICH AND
CHRIS HALLOWICH, H/W

Plaintiffs

v.

RANGE RESOURCES CORPORATION, et al.

Defendants

DOCKET NO. 2010-3954

CIVIL ACTION

PROthonotary
WASHINGTON CO. PA.
2013 AUG 12 AM 9:07

**TRUE AND CORRECT COPY OF EXHIBIT "B" TO PLAINTIFFS'
PETITION FOR APPROVAL OF SETTLEMENT
OF MINORS' ACTION – JULY 28, 2011**

**(NOW FILED BY PLAINTIFFS PER THE AUGUST 9, 2013 ORDER OF
THE HON. DEBBIE O'DELL-SENECA, P.J.)**

EXHIBIT
B
(FILED
UNDER
SEAL)

SETTLEMENT AGREEMENT AND RELEASE

This Settlement Agreement and Release ("Agreement") is made and entered into by and among Range Resources-Appalachia, L.L.C. ("Range Resources"), Williams Field Services Company, L.L.C. ("Williams") and Laurel Mountain Midstream, L.L.C. ("LMM"), MarkWest Energy Partners, L.P., and MarkWest Energy Group, L.L.C. (collectively "MarkWest") (Range Resources, Williams, LMM, and MarkWest are collectively referred to in this Agreement as the "Operators"), and Stephanie Hallowich and Chris Hallowich and their children (collectively referred to throughout this Agreement as the "Hallowichs"), who as of the date of signature below hereby agree to the following:

RECITALS

WHEREAS, Stephanie and Chris Hallowich purchased property at 179 Avella Road, Hickory, Pennsylvania 15340 (the "Property") on or about June 28, 2005; and

WHEREAS, on May 27, 2010, the Hallowichs filed a Praecipe to Issue Writ of Summons in the Court of Common Pleas of Washington County, Pennsylvania captioned *Stephanie Hallowich and Chris Hallowich, H/W v. Range Resources Corporation, Williams Gas/Laurel Mountain Mid-Stream, MarkWest Energy Partners, L.P., MarkWest Energy Group, L.L.C., and Pennsylvania Department of Environmental Protection*, Docket No. 2010-3954 (the "State Court Proceeding") through the filing of a Praecipe to Issue Writ of Summons; and

WHEREAS, the Hallowichs moved for a stay of the State Court Proceeding to conduct pre-complaint discovery pursuant to Rule 4003.8 of the Pennsylvania Rules of Civil Procedure, and the Court of Common Pleas of Washington County, Pennsylvania denied this motion on November 18, 2010; and

WHEREAS, after undertaking discussions with Operators for the purpose of exploring the settlement of their claims, the Hallowichs neither filed nor served a complaint in the State Court Proceeding; and

WHEREAS, on March 10, 2011, after a meeting of the parties to explore settlement had failed to produce a settlement agreement, the Hallowichs' counsel provided via e-mail to counsel for Range Resources, but did not file, a draft copy of a complaint attached hereto as Exhibit "A", which the Hallowichs' counsel indicated they intended to file in the United States District Court for the Western District of Pennsylvania (the "Action"); and

WHEREAS, in the Action, the Hallowichs would allege that Operators' natural gas development activities on parcels neighboring the Property had caused pollution of the Hallowichs' drinking water and the release of gases and/or odors onto the Property, giving rise to the following claims:

(a) a claim that Operators violated various federal and state environmental statutes and regulations, including, *inter alia*, the Clean Air Act, 42 U.S.C. §§ 7401-7671, *et seq.*, Pennsylvania's Air Pollution Control Act, 35 P.S. §§ 4000.1-4015, *et seq.*, the Pennsylvania Clean Streams Law, 35 P.S. §§ 691.1, *et seq.* and its regulations set forth at 25 Pa. Code § 78.60, Pennsylvania's Storm Water Management Act, 32 P.S. §§ 680.1-680.17, *et seq.*, and Pennsylvania's Hazardous Sites Cleanup Act, 35 P.S. §§ 6020.101, *et seq.*;

(b) a claim that Operators are liable under a common law trespass theory;

(c) a claim that Operators are liable under a common law private nuisance theory;

(d) a claim that Operators are liable under a common law negligence theory; and

(e) a claim that Operators are strictly liable based on the allegation that Operators' natural gas development activities constitute ultra-hazardous activity.

WHEREAS, Operators have vigorously denied the Hallowichs' allegations and have denied that they are liable to the Hallowichs for any such alleged conduct; and

WHEREAS, the parties have engaged in extensive settlement discussions, and as a result have reached a settlement of all disputes between them, including without limitation all claims that the Hallowichs have set forth in the Action and any claims that the Hallowichs have or may have asserted against Operators from the beginning of time up to and including the date that the Hallowichs permanently relocate from the Property pursuant to Paragraph 2 of this Agreement (collectively, the "Claims"), except for any future claims described in Paragraph 4 of this Agreement; and

WHEREAS, the Hallowichs have received and will continue to receive oil and natural gas royalties under the terms of the lease attached as Exhibit "B" to this Agreement; and

WHEREAS, the parties mutually agree that, given the close proximity of a number of Operators' natural gas development operations and/or facilities, Range Resources can utilize the Property for gas development purposes, and the Hallowichs can relocate their home to other property; and

WHEREAS, the Hallowichs and Operators desire to fully compromise and settle all existing and potential disputes that the parties have or perceive themselves having against one another, including the Claims;

NOW, THEREFORE, in consideration of the mutual promises and covenants hereinafter contained, the receipt and sufficiency of which are mutually acknowledged, and intending to be legally bound, the Hallowichs and Operators agree as follows:

AGREEMENT

1. **Payment to the Hallowichs.** In consideration for the execution of this Agreement, conveyance of the Property to Range Resources and the release of the Operators from, and dismissal with prejudice of, the Claims, except as otherwise set forth herein, Operators shall, jointly, pay the Hallowichs **SEVEN HUNDRED FIFTY THOUSAND DOLLARS (\$750,000.00)** within twenty-one (21) days after this Agreement is executed by the Hallowichs and received by counsel for Operators. The check shall be made payable to the Villari Brandes & Kline, P.C. IOLTA Account. Villari Brandes & Kline, P.C. shall supply Operators with an executed W-9 prior to the issuance of the settlement funds described above. The Settlement Payment is made without defense counsel's opinions or advice on its taxability under the Internal Revenue Code or any state law and the Hallowichs assume all responsibility associated with the taxability of such proceeds. Plaintiffs reserve the right to allocate the Settlement Payment as they see fit. The Parties acknowledge the Settlement Payment is intended to and does include payment for all alleged damages, as well as payment for costs, expert fees, and/or attorney fees, except as otherwise set forth herein. As such, no petition for fees or costs shall be made by the Hallowichs as a result of this Agreement and any right to fees and costs shall be and are deemed released and fully satisfied. The Hallowichs acknowledge that payment of the amounts set forth above fully satisfy all of the Claims, and is made only after a full and complete investigation by counsel of the Hallowichs' choosing.

2. **Conveyance of the Property to Range Resources.** The Hallowichs shall grant and convey to Range Resources all of their rights and interests, located on, affixed to, and/or arising from or used in connection with, the Property, save and except for their interest in the oil and gas estate, within twenty-one (21) days after this Agreement is executed by the Hallowichs and

received by counsel for Operators using substantially the form of conveyance attached as Exhibit "C" which shall include a special warranty of title. Range Resources agrees to reasonably assist and cooperate with the Hallowichs to effectuate the conveyance of the property pursuant to Section 1031 of the United States Internal Revenue Code, 26 U.S.C. § 1031, to the extent such an exchange is permissible under, and in accordance with, the terms thereof. The Hallowichs and Range Resources shall execute a document substantially in the form of the "Special Warranty Deed" and "Agreement for the Sale of Real Estate" attached hereto as Exhibit "C", which Range Resources shall deliver to the Washington County, Pennsylvania Recorder of Deeds within (30) days of its execution to be duly and properly recorded.

The Hallowichs further agree to vacate the Property within sixty (60) days of the time of closing. If the Hallowichs are in possession of or reside on the Property at any point after sixty (60) days from the time of closing, the Hallowichs shall be deemed tenants on the Property and, accordingly, Range Resources shall be entitled to collect and will assess Hallowichs rent in the amount of \$100.00 per day, due immediately and accruing at midnight (12:00 a.m.) on each and every successive day thereafter. Operators agree to pay the Hallowichs' reasonable moving expenses, provided that these expenses are documented and provided to Operators. Further, the Hallowichs agree that they will not (i) relocate to a new address that is within two (2) miles of any existing facilities owned or operated by Operators or permitted to Operators as identified on Exhibit "D" to this Agreement or (ii) relocate within one thousand (1,000) feet of any existing lease identified on Exhibit "E" to this Agreement.

Notwithstanding any other provision of this Agreement, the Hallowichs shall not object to the Operators' use of any horizontal drilling or other oil or gas development activity which occurs under or extracts oil or natural gas from the subsurface of the Hallowichs' new residential

property or any other property owned by or in which the Hallowichs have an interest, subject only to Paragraph 3 of this Agreement.

3. No Claims Exist. The Hallowichs confirm that no claim, charge, praecipe for writ of summons, complaint, or action has been instituted or initiated by them in any forum or form, except for the State Court Proceeding, against Operators, and further state that neither of the Hallowichs is a Debtor in any pending proceeding for bankruptcy or insolvency. The Hallowichs covenant and agree that they will not in the future file any claim, charge, praecipe for writ of summons, complaint or action against Operators arising out of any conduct of Operators which is alleged to have occurred from the beginning of time up to and including the date that the Hallowichs permanently relocate from the Property pursuant to Paragraph 2 of this Agreement and which was or could have been complained of in the State Court Proceeding or the Action, except for future personal injury claims as set forth in Paragraph 4 of this Agreement and/or any claim for breach of this Agreement by the Operators.

In the event that any such claim, charge, praecipe for writ of summons, complaint, or action is asserted or filed by the Hallowichs or another entity or person(s) against Operators, the Hallowichs shall not be entitled to recover any relief or recovery therefrom, including costs, damages, expert fees, and/or attorneys' fees. Rather all such claims are deemed fully released and discharged. Except as prohibited by law, in the event that any such claim is filed by the Hallowichs, it shall be dismissed with prejudice upon presentation of this Agreement to the court or tribunal in which it is then pending and the Hallowichs acknowledge that the Operators or any of them shall have the right to present this Agreement to the court under seal.

The Hallowichs further agree that:

(a) the Hallowichs shall not, directly or indirectly, protest, challenge or appear in any proceeding, application, zoning request, permit, license, or lease arrangement entered into by Operators or any of them or object to, challenge or comment on the operation of any facilities owned or operated by Operators or their contractors on property located more than one thousand (1,000) feet from any residence or other property owned, used, occupied or rented by the Hallowichs at any time in the future;

(b) the Hallowichs shall not protest or challenge any oil or natural gas permit or permit application, state, municipal, or township permit or permit application, zoning variance or other zoning-related decision or order, or intervene in any appeal or proceeding relating thereto, arising out of or concerning any such permit, permit application, decision, order, or proceeding unless the property, operations, or facility that is the subject of such permit, permit application, decision, order, or proceeding is located within one thousand (1,000) feet from the primary residence owned and occupied by the Hallowichs in the future; and

(c) to the extent that Operators seek any oil or natural gas permit or permit application, state, municipal, or township zoning, permit or permit application, zoning variance or other zoning-related decision or order, or intervene in any appeal or proceeding relating thereto, arising out of or concerning any such permit, permit application, decision, order, or proceeding of the property, operations, or facility that is the subject of such permit, permit application, decision, order, or proceeding located within one thousand (1,000) feet from the Hallowichs' owned primary residence after the Hallowichs relocate from the property, the Operators must seek and obtain the written consent of the Hallowichs, the consent to which shall not be unreasonably withheld.

4. Future Claims of Personal Injury and Medical Examinations. Operators do not believe the Hallowichs have been exposed to any environmental safety or health risks attributable to their operations and accordingly did not request or seek a release of any such claims. Therefore, the Hallowichs do not release any right to assert a claim against the Operators and/or other responsible parties in the future for personal injury and related damages that, based upon a reasonable degree of medical certainty, are determined by a licensed physician to be related to Operators' conduct. The Operators and the Hallowichs agree that any such future claim for personal injury under this Paragraph will be submitted to arbitration. This arbitration will be administered by Judicial Arbitration and Mediation Services ("JAMS") pursuant to its Comprehensive Arbitration Rules and Procedures. A panel of three arbitrators shall administer any future claim for personal injury in accordance with the Comprehensive Arbitration Rules and Procedures of JAMS. Each party shall select one arbitrator and the third arbitrator shall be selected and agreed to by the two arbitrators selected by the parties.

Notwithstanding this reservation of rights to arbitrate future personal injury claims, the Hallowichs release Operators from any claims for consequential or punitive damages arising out of or relating in any way to Operators' activities or operations occurring from the beginning of time up to and including the date on which the Hallowichs relocate from the Property pursuant to Paragraph 2 of this Agreement.

Upon submission of appropriate billings and receipts for payment thereof by the Hallowichs to counsel for Defendant Range Resources, Operators agree to pay for the reasonable cost of an initial comprehensive medical examination of Stephanie Hallowich, Christopher Hallowich and their children, by a mutually agreed-upon physician or clinic provided that all results of such an examination shall be furnished to Operators by the physician or clinic

conducting such examination(s). The Hollowichs and Operators agree that neither they nor their attorneys will disclose, either directly or indirectly, the results of any such examinations to anyone at any time, except as required by operation of law or court order.

5. No Participation In or Solicitation of Claims. The Hollowichs agree not to participate in, comment on or assist in any present or future claims and/or litigation brought by other individuals or entities against the Operators. The Hollowichs further agree that they will not directly solicit, support, or encourage any person or persons to investigate, initiate, or participate in a lawsuit or other proceeding against Operators.

Notwithstanding the foregoing, these restrictions shall not apply to assistance in an investigation or proceeding conducted by an agency of the United States government, a state, or a political subdivision thereof, nor shall this restriction prevent the Hollowichs from compliance with the terms of a valid subpoena or other lawful process, provided that in the event that the Hollowichs receive service of a subpoena or other legal process, the Hollowichs promptly provide notice of receipt to Operators prior to the return date called for by such subpoena or other legal process unless the providing of such notice is specifically prohibited by law.

This provision shall not, however, be construed to prohibit or restrict the Hollowichs' counsels' right to represent other persons or entities with actual or potential claims against Operators and is not intended to violate any ethical restriction on a lawyer's right to practice law or to represent a client.

6. Indemnification. The parties acknowledge that they will be responsible for reimbursing reasonable attorneys' fees incurred in successfully prosecuting or defending any claim as a result of the violation of any term of this Agreement; however, only the person and/or

entity that caused the breach shall be responsible for providing the indemnification required under this provision.

7. Release of All Claims Except as Otherwise Reserved Herein.

(a) Release of the Hallowichs' Claims. In exchange for the above-described consideration, the sufficiency of which is acknowledged, the Hallowichs on behalf of themselves and their heirs, assigns, executors, administrators, and agents, release and discharge Operators as well as any and all of their current, former, and future officers, directors, shareholders, parent companies, subsidiaries, affiliated entities, related entities, partners, members, employees, contractors, executors, administrators, insurers, attorneys, agents, heirs and assigns, from any and all claims, demands, damages, actions, attorney fees, expert fees, costs, losses, causes of action or suits of any kind or nature, known or unknown, which exist as of the date of this Agreement, arising out of or relating in any way to Operators' activities and operations, including, but in no way limited to, drilling, completion and operation of wells, and the installation and operation of compressors, including, but not limited to, any and all of the Claims, which include but are not limited to, any and all claims under any federal, state or local law, rule, regulation, or ordinance, any public policy, contract, tort, or common law action, any claim for injunctive relief, any legal or equitable basis for recovering costs, fees or other expenses including attorneys' fees or costs incurred in these matters, as well as any claim brought under any federal and/or state law, and/or any contract or tort laws, and/or any other claim for alleged breach of contract or fraud, unless otherwise specifically set forth herein, as well as any claim arising under common law, or arising in any other manner based upon any conduct occurring from the beginning of time up to and including the date when the Hallowichs permanently relocate from the Property pursuant to Paragraph 2 of this Agreement, except for the claims reserved in Paragraph 4 of this Agreement

and otherwise set forth herein. The Hallowichs agree that the release set forth in this Paragraph is intended to be read as expansively and as broadly as permitted by law, and by executing this Agreement, the Hallowichs waive and fully assume the risk of any and all claims for damages which exist as of this date but of which they do not know, whether through ignorance, error, oversight, negligence, or otherwise, and which, if known, would materially affect their decision to enter into this Agreement. Upon execution of this Agreement, any of the Claims by the Hallowichs against Operators or any person or entity related to or affiliated with Operators, other than the claims reserved herein, shall be fully and forever released and discharged.

(b) Release of Operators' Claims. For and in exchange for the Hallowichs' entry into this Agreement, Operators, on behalf of themselves as well as any and all of their current and former officers, directors, shareholders, parent companies, subsidiaries, affiliated entities, related entities, partners, members, employees, contractors, physicians, executors, administrators, insurers, attorneys, agents, servants, heirs, successors and assigns release the Hallowichs as well as their heirs, executors, administrators, successors and assigns and discharge them and hold them harmless from and against any and all claims, demands, damages, actions, attorneys' fees, expert fees, costs, losses, causes of action or suits of any and every kind, nature or description whatever, whether known or unknown, knowable or unknowable, suspected or unsuspected, which exist as of the date of this Agreement, including without limitation any and all claims under any federal, state or local law, rule, statute, regulation or ordinance, any public policy, contract, tort or common law action, any claim for injunctive relief, and any legal or equitable basis for recovering costs, fees or other expenses including attorneys' fees or costs incurred in such matters, as well as any claim brought under any federal and/or state contract or tort laws and/or the common, statutory or constitutional law of any state or of the United States, and/or

any other claim arising in any other manner based on any conduct occurring from the beginning of time up to and including the date of the Hallowichs' permanent relocation from the Property pursuant to Paragraph 2 of this Agreement, except the Operators reserve their right to bring any claim necessary to enforce the terms of this Agreement as provided herein and to recover any damages incurred, or obtain injunctive or other relief as permitted by law or in equity as a result of any breach of the provisions of this Agreement. Operators agree that the release set forth in this Paragraph is intended to be read as expansively and as broadly as permitted by law, and by executing this Agreement, Operators waive and fully assume the risk of any and all claims for damages which exist as of this date but of which they do not know, whether through ignorance, error, oversight, negligence or otherwise, and which, if known, would materially affect their decision to enter into this Agreement. Upon execution of this Agreement, any claims by Operators against the Hallowichs, other than the claims reserved herein, shall be fully and forever released and discharged.

(c) Dismissal of State Court Proceeding. The parties intend as part of this Agreement to dismiss the State Court Proceeding with prejudice and without costs, attorneys' fees or sanctions being assessed against any party and not to file or otherwise initiate the Action in any court or tribunal. The parties further agree not to file or otherwise initiate any Claims against each other for damages or losses of any kind unless otherwise set forth herein. Upon execution of this Agreement by all parties, counsel for the Hallowichs shall execute the Praecipe for Discontinuance of the State Court Proceeding with prejudice and without recovery of costs, attorney fees, or sanctions in the form attached hereto as Exhibit "F." Within fourteen (14) days of execution of this Agreement by all parties, counsel for the Hallowichs shall file the Praecipe for Discontinuance in the Court of Common Pleas of Washington County, Pennsylvania. Filing

of the Praecipe for Discontinuance shall constitute a final dismissal with prejudice and a voluntary termination of the State Court Proceeding pursuant to Rule 229 of the Pennsylvania Rules of Civil Procedure. By filing the Praecipe for Discontinuance, the Hallowichs and the Operators agree not to appeal the dismissal with prejudice of the State Court Proceeding or any other order previously entered by the Court of Common Pleas of Washington County, Pennsylvania in the State Court Proceeding.

8. Joint Statement and Confidentiality. The parties agree to publish a mutually agreeable Joint Statement of the Parties ("Joint Statement") in the form attached to this Agreement as Exhibit "G". Furthermore, the precise terms under which this matter has settled shall be forever treated as confidential by the Hallowichs, Operators, and their attorneys. If asked about the disposition of this matter, the Hallowichs, Operators, and their attorneys shall respond solely by stating the Joint Statement attached hereto as Exhibit "G". The term "Operators," as used in this Paragraph, shall include directors, officers, employees and agents acting within the scope of their employment or agency. However, the term "Operators," as used in this Paragraph, shall not include (i) directors, officers, employees and agents acting outside the scope of their employment or agency or (ii) independent contractors, as that term is defined under applicable regulations and guidance issued by the United States Internal Revenue Service.

9. Mutual Non-Disparagement. The Hallowichs, jointly and severally, agree that they shall not make or cause to be made, directly or indirectly, any statement or comment to any third party regarding Operators or oil and gas development, hydraulic fracturing, their experience with Operators or any one of them, natural gas drilling or operations or Marcellus Shale activity, including making any such statements in the public, to the media (including radio, print, television and internet news or opinion writers or publishers), in any publications, or via the

internet including posting any comments on social media including Facebook, Twitter, personal or public blogs, participation in public meetings, posting video or other media on YouTube or any other similar internet site or domain, engaging in meetings of groups, associations or organizations with a primary purpose of opposing oil and gas development, processing, transportation or related activity. The Operators agree that they shall not make or cause to be made, directly or indirectly, any comment regarding the Hallowichs. The term "Operators," as used in this Paragraph, shall include directors, officers, employees and agents acting within the scope of their employment or agency. However, the term "Operators," as used in this Paragraph, shall not include (i) directors, officers, employees and agents acting outside the scope of their employment or agency or (ii) independent contractors, as that term is defined under applicable regulations and guidance issued by the United States Internal Revenue Service.

10. Protective Order. The parties, their counsel, and any experts retained by the parties and/or their counsel agree to immediately return or destroy any materials produced by the opposing party in connection with or relating to the State Court Proceeding or the Action which were not publicly filed with a court. The parties shall certify compliance with this provision within fourteen (14) days of the date this Agreement is fully executed in the form attached hereto as Exhibit "H".

11. No Admission of Wrongdoing. The parties acknowledge that neither this Agreement nor the furnishing of the consideration for this Agreement shall be deemed or construed at any time for any purpose as an admission by the parties of any liability or unlawful conduct of any kind. Rather all such liability and alleged unlawful conduct is expressly denied and disclaimed.

12. Governing Law and Interpretation. This Agreement represents the complete agreement and understanding of the parties and shall be interpreted and enforced in accordance with the laws of the State of Pennsylvania without regard to its choice of law provisions. Should any provision of this Agreement be declared illegal or unenforceable by any court of competent jurisdiction and that provision cannot be modified to be enforceable by the court, then such provision shall immediately become null and void, leaving the remainder of this Agreement in full force and effect. However, the parties agree that in all circumstances the release shall be enforced to the full extent of the law. This Agreement shall be enforceable by the courts located in or governing Washington County, Pennsylvania. All parties acknowledge that this Agreement was negotiated and drafted in Washington County, Pennsylvania. As such, all parties voluntarily consent to personal and subject matter jurisdiction in Washington County, Pennsylvania for any action relating to the enforcement of this Agreement and further consent to the transfer of any claim brought in another jurisdiction to a Court located in or governing Washington County, Pennsylvania.

13. Amendment. This Agreement may not be modified, altered or changed except upon express written consent of all parties hereto wherein specific reference is made to this Agreement. The parties further agree that this Agreement, including this provision, may not be orally modified as this Agreement is governed by the Statute of Frauds.

14. Cooperation. Each of the parties hereto has cooperated in the drafting and preparation of this Agreement. Hence, this Agreement shall not be construed against any party.

15. Entire Agreement. This Agreement sets forth the entire agreement between the Operators and Hallowichs. All agreements, covenants, representations and warranties, express and implied, oral and/or written, of the Operators and Hallowichs with regard to the subject

matter hereof are contained herein. No other agreements, covenants, representations or warranties, express or implied, oral or written, have been made by either the Operators or the Hallowichs to the other with respect to the subject matter of this Agreement. All prior and contemporaneous conversations, negotiations, possible and alleged agreements, representations, covenants and warranties with respect to the subject matter hereof which are not set forth herein are waived and superseded by the terms set forth in the Agreement. This is a final, binding and fully-integrated agreement. This Agreement may be executed in multiple counterparts and fax and/or electronic signatures shall have the same effect as originals.

16. Effective Date. This Settlement is effective as of the date last signed below.

THE PARTIES ARE AND HAVE BEEN SPECIFICALLY ADVISED TO CONSULT WITH AN ATTORNEY OF THEIR CHOICE BEFORE SIGNING THIS AGREEMENT WHICH RELEASES RIGHTS THEY HAVE OR MAY HAVE UNDER FEDERAL, STATE AND LOCAL LAW. THE PARTIES ACKNOWLEDGE THAT THEY HAVE BEEN AFFORDED A REASONABLE AMOUNT OF TIME TO CONSIDER THIS AGREEMENT AND RELEASE. HAVING ELECTED TO EXECUTE THIS AGREEMENT AND RELEASE, TO FULFILL THE PROMISES SET FORTH HEREIN, AND TO RECEIVE THEREBY THE SUMS AND BENEFITS SET FORTH HEREIN, THE PARTIES FREELY AND KNOWINGLY, AND AFTER DUE CONSIDERATION, ENTER INTO THIS AGREEMENT AND RELEASE INTENDING TO WAIVE, SETTLE AND RELEASE ALL CLAIMS THEY HAVE OR MIGHT HAVE AGAINST EACH OTHER.

THE PARTIES AGREE THAT THEY HAVE HAD THE OPPORTUNITY TO CONSULT WITH COUNSEL OF THEIR OWN CHOOSING AND THAT IF THEY SIGN THIS AGREEMENT, THEY HAVE DONE SO VOLUNTARILY AND WITHOUT ANY PRESSURE OR COERCION OF ANY NATURE FROM ANYONE. ALL PARTIES TO THIS AGREEMENT ACKNOWLEDGE THAT THEY ARE FULLY SATISFIED WITH THE REPRESENTATION THAT THEY HAVE RECEIVED IN THIS ACTION BY THEIR RESPECTIVE COUNSEL.

Dated: June 17, 2011

THE HALLOWICHES:

Stephanie Hallowich
STEPHANIE HALLOWICH

Chris Hallowich
CHRIS HALLOWICH

Dated: _____, 2011

OPERATORS:

By: David P. Poole
General Counsel
Range Resources-Appalachia, L.L.C.

Dated: _____, 2011

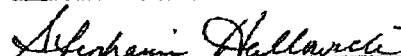
By: Daryl Grieger
General Manager
Williams Field Services Company, L.L.C.
and Laurel Mountain Midstream, L.L.C.

Dated: _____, 2011

By: John Mollenkopf
Chief Operating Officer
MarkWest Energy Partners, L.P. and
MarkWest Energy Group, L.L.C.

Dated: June 17, 2011

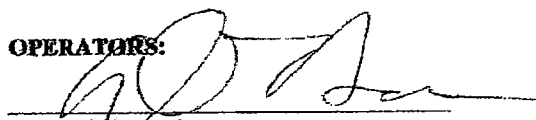
THE HALLOWICHs:


STEPHANIE HALLOWICH


CHRIS HALLOWICH

Dated: 6-20, 2011

OPERATORS:


By: David P. Poole
General Counsel
Range Resources-Appalachia, L.L.C.

Dated: _____, 2011

By: Daryl Grieger
General Manager
Williams Field Services Company, L.L.C.
and Laurel Mountain Midstream, L.L.C.

Dated: _____, 2011

By: John Mollenkopf
Chief Operating Officer
MarkWest Energy Partners, L.P. and
MarkWest Energy Group, L.L.C.

THE HALLOWICHS:

Dated: _____, 2011

STEPHANIE HALLOWICH

CHRIS HALLOWICH

Dated: _____, 2011

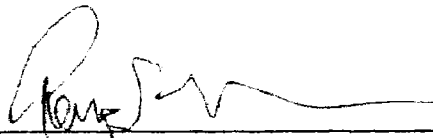
OPERATORS:

By: David P. Poole
General Counsel
Range Resources-Appalachia, L.L.C.

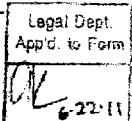
Dated: _____, 2011

By: Daryl Gieger
General Manager
Williams Field Services Company, L.L.C.
and Laurel Mountain Midstream, L.L.C.

Dated: June 22, 2011



By: John Mollenkopf
Chief Operating Officer
MarkWest Energy Partners, L.P. and
MarkWest Energy Group, L.L.C.



Dated: June 17, 2011

THE HALLOWICHs:

Stephanie Hallowich
STEPHANIE HALLOWICH

Chris Hallowich
CHRIS HALLOWICH

Dated: _____, 2011

OPERATORS:

By: David P. Poole
General Counsel
Range Resources-Appalachia, L.L.C.

Dated: _____, 2011

Daryl Gieger
By: Daryl Gieger
General Manager
Williams Field Services Company, L.L.C.
and Laurel Mountain Midstream, L.L.C.



Dated: _____, 2011

By: John Mollenkopf
Chief Operating Officer
MarkWest Energy Partners, L.P. and
MarkWest Energy Group, L.L.C.

**CERTIFICATE OF COMPLIANCE WITH PARAGRAPH 10 OF THE SETTLEMENT
AGREEMENT AND RELEASE**

The undersigned does hereby certify that he/she/it has fully complied with Paragraph 10 of the Settlement Agreement and Release ("Agreement") entered into between the parties in the above-captioned matter and has returned or destroyed any materials produced by the parties in connection with or relating to the State Court Proceeding or the Action which were not publicly filed with a court.

Dated: June 17, 2011

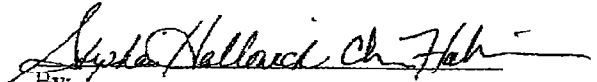
By: 
By:

EXHIBIT A



IN THE UNITED STATES DISTRICT COURT
FOR THE WESTERN DISTRICT OF PENNSYLVANIA

STEPHANIE HALLOWICH AND
CHRISTOPHER HALLOWICH, H/W,
AND THEIR MINOR CHILDREN, BY AND
THROUGH THEIR PARENTS AND NATURAL
GUARDIANS
179 Avella Road
Hickory, PA 15340

Plaintiffs

v.

RANGE RESOURCES CORPORATION
380 Southpointe Boulevard, Suite 300
Canonsburg, PA 15317

-and-

WILLIAMS GAS AND LAUREL MOUNTAIN
MIDSTREAM
1550 Coraopolis Heights Road, 2nd Floor
Moon Township, PA 15108

-and-

MARKWEST ENERGY PARTNERS, L.P.
100 Plaza Drive, Suite 102
P. O. Box 279
Atlasburg, PA 15004

- and -

MARKWEST ENERGY GROUP, L.L.C.
100 Plaza Drive, Suite 102
P. O. Box 279
Atlasburg, PA 15004

-and-

PENNSYLVANIA DEPARTMENT OF
ENVIRONMENTAL PROTECTION
400 Waterfront Drive
Pittsburgh, PA 15222-4745

-and-

MT. PLEASANT TOWNSHIP,
31 McCarrell Road, Hickory, PA 15340

-and-

MT. PLEASANT TOWNSHIP BOARD OF
SUPERVISORS,
31 McCarrell Road, Hickory, PA 15340

-and-

MT. PLEASANT TOWNSHIP PLANNING
COMMISSION,

CIVIL ACTION NO.

JURY TRIAL DEMANDED