EXHIBIT A
MAP OF DIMOCK/CARTER ROAD AREA

DIM00433327
DIM00433329

EXHIBIT B

DIMOCK/CARTER ROAD GAS WELLS
DIMOCK/CARTER ROAD GAS WELLS PLUGGED AND ABANDONED

WELL NAME/PERMIT NO.

BAKER 1/115-20026
GESFORD/3115-20019
GESFORD/9115-20187

REMAINING DIMOCK/CARTER ROAD GAS WELLS

WELL NAME	PERMIT NO.	WELL NAME	PERMIT NO.
A & M HIBBARD 2H	115-20149	HEITSMAN 3V	115-20123
A & M HIBBARD 4	115-20222	HEITSMAN 4H NW	115-20162
BAKER 3	115-20226	HUBBARD 1	115-20039
BLACK 1H	115-20048	HUBBARD 3	115-20131
BLACK 2H	115-20056	HUBBARD 5H	115-20148
BROOKS 1H	115-20051	HUBBARD 6H	115-20147
COSTELLO 1	115-20036	J GRIMSLEY 1	115-20095
COSTELLO 2	115-20043	J GRIMSLEY 2H SE	115-20171
ELY 1H	115-20049	LEWIS 1	115-20035
ELY 2H	115-20015	LEWIS 2	115-20030
ELY 4H	115-20034	P KELLEY 1	115-20196
ELY 5H	115-20054	R HULL 1H	115-20122
ELY 6H	115-20041	R HULL 2H	115-20121
ELY 7H SE	115-20160	RATZEL 1H	115-20047
GESFORD 1	115-20040	RATZEL 2H	115-20152
GESFORD 2	115-20033	RATZEL 3V	115-20117
GESFORD 4R	115-20091	ROZANSKI 1	115-20057
GESFORD 5H NW	115-20201	TEEL 1	115-20007
GESFORD 7H NW	115-20163	TEEL 2	115-20010
GESFORD 8H NW	115-20183	TEEL 5	115-20024
HEITSMAN 1H	115-20050	TEEL 6	115-20011
HEITSMAN 2	115-20021	TEEL 7	115-20023
		TEEL 13V	115-20116

EXHIBIT C

PROPERTY OWNERS

1. Norma J. Fiorentino

Ex. 6 - Personal Privacy

Ex. 6 - Personal Privacy

Ex. 6 - Personal Privacy

Ex. 6 - Personal Privacy

000000Exhibit D to Consent Order and Settlement Agreement Between Cabot Oil Gas and Pennsylvania Department of Environmental Protection
December 14, 2010

VALUE OF PROPERTY(IES) OWNED BY THE PROPERTY OWNERS AS ASSESSED BY THE SUSQUEHANNA TAX ASSESSOR

Tract Number						Assessed			Fair Market			
1												
1												
2												
3												
4												
5												
6												
7												
8												
9												
10												
11												
12												
13												

Ex. 6 - Personal Privacy

Ex. 6 - Personal Privacy

000000Exhibit D to Consent Order and Settlement Agreement Between Cabot Oil Gas and Pennsylvania Department of Environmental Protection
December 14, 2010

		11484 STATE ROUTE 2023										
14												
15												
16												
17	X											
17												
18												
Total												

Ex. 6 - Personal Privacy

EXHIBIT E
MODEL ESCROW FUND AGREEMENT

EXHIBIT E

ESCROW AGREEMENT FOR _____ [Insert name(s) of Property Owner(s)]

This **ESCROW AGREEMENT,** dated as of _____, 2010, is by and between **CABOT OIL & GAS CORPORATION**, a Delaware corporation ("**Cabot**"), and _____ (the "**Escrow Agent**").

WITNESSETH

Whereas, pursuant to a Consent Order and Settlement Agreement entered into as of December 15, 2010 (the "**CO&A**") between Cabot and the Commonwealth of Pennsylvania, Department of Environmental Protection ("Department") regarding certain matters in Dimock and Springville Townships, Susquehanna County, Pennsylvania as identified in the CO&A, there is required to be deposited in escrow certain funds to be held and disbursed by the Escrow Agent subject to the terms and conditions set forth herein.

NOW THEREFORE, in consideration of the foregoing and of the mutual covenants hereinafter set forth, Cabot hereby appoints and designates the Escrow Agent as escrow agent for the purposes set forth herein, and the Escrow Agent does hereby accept such appointment under the terms and conditions set forth herein.

1. **Establishment of Escrow Fund For ___** [Insert name(s) of Property Owner(s)]. Simultaneous with the execution of this Escrow Agreement, Cabot is depositing with the Escrow Agent the sum of $_____ [*greater of $50,000 or two times the assessed value by the Susquehanna County Tax Assessor of the property(ies) owned by the Property Owners within the Dimock/Carter Road Area as identified on Exhibit D of the CO&A*](the "____ [Insert name(s) of Property Owner(s)] **Escrow Fund**"). The Escrow Agent shall hold, subject to the terms and conditions hereof, such cash and any investments and reinvestments as may be permitted pursuant to Section 2 hereof.

2. Investment of Escrow Fund. During the term of this Escrow Agreement, the Escrow Agent shall invest and reinvest the Escrow Fund only as follows:

a. Bonds or other obligations of, or which are guaranteed by, the United States of America or its agencies or instrumentalities;

b. Bonds or other obligations of, or which are guaranteed by, any state within the United States of America or such state's agencies or instrumentalities; and/or

c. Any interest-bearing bank account, bank "certificate of deposit" ("CD") account, or any "money market" account.

The Escrow Agent shall have the right to liquidate any investments held, in order to provide funds necessary to make required payments under this Escrow Agreement.

3. **Disposition and Termination.** The Escrow Agent shall deliver the Escrow Fund:

a. To _____ [Insert name(s) of Property Owner(s), or her/his/their duly authorized attorney, representative, or heir(s)] (**"Property Owner"**) by check within ten (10) business days following receipt by Escrow Agent and Cabot of the Receipt attached hereto properly executed by the Property Owner and properly acknowledged in accordance with Pennsylvania law (in which event Escrow Agent shall simultaneously deliver to Cabot all interest and/or earnings attributable to the Escrow Fund); or

b. If the Escrow Agent and Cabot have not received the executed and notarized Receipt provided for in the Escrow Agreement from the Property Owner on or prior to the 45th day after the date that the Property Owner has received written notice of the Escrow Fund in accordance with the CO&A, the Escrow Agent shall continue to hold the Escrow Fund until December 31, 2012. During such time period the Escrow Agent shall deliver all proceeds from the Escrow Fund to the Property Owner if and only if the Escrow Agent receives unqualified and unconditional written instruction to do so from a duly authorized representative of the Department and from a duly authorized representative of Cabot. If as of December 31, 2012, the Property Owner has not claimed and received the Escrow Fund, the Escrow Agent shall deliver all proceeds from the Escrow Fund to Cabot on January 2, 2013, together with all interest and/or earnings attributable to the Escrow Fund.

c. Upon delivery in accordance with this Escrow Agreement by the Escrow Agent of all of the Escrow Funds and interest and/or earning thereon, this Escrow Agreement shall terminate, subject to the provisions of Section 9 hereunder.

4. **Duties of Escrow Agent.** The Escrow Agent undertakes to perform only such duties as are expressly set forth herein.

5. **Reliance on Written Notice.** The Escrow Agent may rely and shall be protected in acting or refraining from acting upon any written notice, instruction or request furnished to it hereunder and believed by it to be genuine and to have been signed or presented by the proper parties. The Escrow Agent shall be under no duty to inquire into or investigate the validity, accuracy or content of any such document. The Escrow Agent shall have no duty to solicit any payments which may be due it hereunder.

6. **Good Faith.** The Escrow Agent shall not be liable for any action taken or omitted by it in good faith unless a court of competent jurisdiction determines that the Escrow Agent's willful misconduct was the primary cause of any loss to Cabot. In the administration of the Escrow Fund hereunder, the Escrow Agent may execute any of its powers and perform its duties hereunder directly or through agents or attorneys and may, consult with counsel, accountants and other skilled persons to be selected and retained by it. The Escrow Agent shall

not be liable for anything done, suffered or omitted in good faith by it in accordance with the advice or opinion of any such counsel, accountants or other skilled persons.

7. **Successor Escrow Agent.**

a. The Escrow Agent may resign at any time by delivering written notice to Cabot at least 30 days prior to the effective date thereof. Cabot may remove the Escrow Agent at any time, without cause, by delivering written notice there of to the Escrow Agent and such removal will be effective as stated in such notice.

b. If the Escrow Agent resigns or is removed, the Escrow Agent shall have the right to withhold an amount equal to the amount due and owing to the Escrow Agent, plus any costs and expenses the Escrow Agent shall reasonably believe may be incurred by the Escrow Agent in connection with the termination of the Escrow Agreement.

c. If the Escrow Agent withholds any amount from the Escrow Funds pursuant to Section 7.b., above, Cabot shall immediately replace such money into the Escrow Fund to ensure that the Escrow Fund is fully funded as set forth in Section 1, above.

8. **Compensation and Reimbursement.** Cabot hereby agrees to: pay the Escrow Agent upon execution of this Agreement reasonable compensation for the services to be rendered hereunder, as agreed upon between Cabot and Escrow Agent; and pay or reimburse the Escrow Agent upon request for all expenses, disbursement and advances, including reasonable attorney's fees, incurred or made by it in connection with the preparation, execution, performance, delivery, modification and termination of this Agreement. Under no circumstances shall the Escrow Agent's compensation and/or reimbursement be paid out of the Escrow Funds.

9. **Tax Identification Number and Taxes on Interest or Income Earned**. All federal, state, and local income and/or taxes on any interest or earnings received on the Escrow Funds shall be the responsibility of Cabot, which shall provide the Escrow Agent with its federal taxpayer identification number, documented by an appropriate federal IRS Form W-9 and/or such other documentation as may be required by applicable law. The Escrow Agent shall have no liability whatsoever for any tax obligations related to the Escrow Funds.

10. **Escrow Funds Not Subject to Creditors' Claims**.

a. The Escrow Funds are to be used to pay the Property Owner. Cabot has no ownership interest in the Escrow Funds and has no independent right or ability to access said Funds except as set forth in this Escrow Agreement. In the event that the Property Owner does not request payment of the Escrow Funds, as set forth in this Escrow Agreement, title of the Escrow Funds vests in the Department. As such, if Cabot voluntarily files Bankruptcy or is subject to an involuntary petition for Bankruptcy, the Escrow Funds shall not be considered part of Cabot's "Estate," as that term is used in 11 U.S.C.A §§541-562.

b. The Escrow Funds and any Party's interest therein shall not be subject to assignment, alienation, pledge, attachment, garnishment, sequestration, levy, execution, legal process, either voluntary, involuntary or by operation of law, and shall not be subject to or applied to the debts, obligations, or liabilities of the Parties including, but not limited to, any claims or actions or seizures by any creditor or claimant under any writ or proceeding at law, in equity, or otherwise.

11. **Indemnification**. Cabot shall indemnify, defend and save harmless the Escrow Agent from all loss, liability or expense (including the fees and expenses of in house or outside counsel) arising out of or in connection with its execution and performance of this Agreement, except to the extent that such loss, liability or expense is due to the gross negligence or willful misconduct of the Escrow Agent, or its following any instructions or other directions from Cabot, except to the extent that its following any such instruction or direction is expressly forbidden by the terms hereof. Anything in this Agreement to the contrary notwithstanding, in no event shall the Escrow Agent be liable for special, indirect or consequential loss or damage of any kind whatsoever (including but not limited to lost profits), even if the Escrow Agent has been advised of the likelihood of such loss or damage and regardless of the form of action. The Parties hereto acknowledge that the foregoing indemnities shall survive the resignation or removal of the Escrow Agent or the termination of this agreement.

12. **Limitation on Duties and Responsibilities.** The duties and responsibilities of the Escrow Agent hereunder shall be determined solely by the express provisions of this Escrow Agreement, and no other or further duties or responsibilities shall be implied. The Escrow Agent shall not have any liability under, nor duty to inquire into the terms and provisions of any agreement or instructions, other than outlined in this Escrow Agreement.

13. **Notices.** All notices and communications hereunder shall be in writing and shall be deemed to be duly given if sent by registered mail, return receipt requested, as follows:

if to Escrow Agent, to:

if to Cabot, to:

Cabot Oil & Gas Corporation
5 Penn Center West, Suite 401
Pittsburgh, PA 15276
Attention: Phil Stalnaker
Telecopier: (412) 249-3855

and an additional copy to:
K&L Gates LLP
K&L Gates Center
210 Sixth Avenue
Pittsburgh, PA 15222
Attention: Kenneth S. Komoroski, Esq.
Telecopier: (412) 355-6501

or at such other address as any of the above may have furnished to the other Parties in writing by registered mail, return receipt requested and any such notice or communication given in the manner specified in this Section 13 shall be deemed to have been given as of the date so mailed, except with respect to the Escrow Agent as to which date shall be deemed to have been given on the date received by the Escrow Agent. In the event that the Escrow Agent, in its sole discretion, shall determine that an emergency exists, the Escrow Agent may use such other means of communications as the Escrow Agent deems advisable.

14. **Severability**. The invalidity or unenforceability of any particular provision of this Escrow Agreement will not affect the other provisions hereof, and this Escrow Agreement will be construed in all respects as if the invalid or unenforceable provisions were omitted.

15. **Successors and Assigns; Modifications; Headings**. This Escrow Agreement shall be binding upon and inure to the benefit of all Parties hereto, and their respective successors and assigns, including those successors and assigns of the Property Owner. This Escrow Agreement contains the entire understanding between the Parties hereto. No variations, modifications, or changes in this Escrow Agreement shall be binding upon any Party. The Section headings in this Escrow Agreement are for guidance and the Parties' convenience only, but shall not be controlling over the actual text of such Sections for interpretation purposes.

16. **Counterparts.** This Escrow Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. All signatures of the parties to this Escrow Agreement may be transmitted by facsimile, and such facsimile will, for all purposes, be deemed to be the original signature of such party whose signature it reproduces and will be binding upon such Party.

17. **Disposition of Escrow Property.** In the event that the Escrow Agent shall be uncertain as to its duties or rights hereunder or shall receive instructions, claims or demands from any party hereto which, in its opinion, conflict with any of the provisions of this Escrow Agreement, it shall be entitled to refrain from taking any action and its sole obligation shall be to keep safely all property held in escrow until it shall be directed otherwise in writing by all of the other Parties hereto or by a final order or judgment of a court of competent jurisdiction.

18. **Governing Law.** This Escrow Agreement shall be governed by and construed in accordance with the laws of the Commonwealth of Pennsylvania without regard to its principles of conflicts of laws and any action brought hereunder shall be brought in the courts of the

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Commonwealth of Pennsylvania, located in the Commonwealth of Pennsylvania. Each Party hereto irrevocably waives any objection on the grounds of venue, forum non-conveniens or any similar grounds and irrevocably consents to service of process by mail or in any other manner permitted by applicable law and consents to the jurisdiction of said courts.

IN WITNESS WHEREOF, the parties hereto have executed this Escrow Agreement on the date and year first above written.

ESCROW AGENT:

_____,
a _____

By:
Name:
Title:

CABOT OIL & GAS CORPORATION
a Delaware corporation

By:
Name:
Title:

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RECEIPT

The undersigned hereby acknowledges receipt from Cabot Oil & Gas Corporation ("Cabot") of the payment in the amount of $_____ as provided in the Escrow Agreement and constituting payment in full of all amounts payable by Cabot to the undersigned pursuant to Paragraph 6 of the Consent Order and Settlement Agreement entered into as of December 15, 2010, between Cabot and the Commonwealth of Pennsylvania, Department of Environmental Protection.

Date: _____ ____, 20___

Print name(s):