

MDS ENERGY DEVELOPMENT, LLC

TRANSFER INSTRUCTIONS AND FORMS

NOTE: Please use formal names for the account title and do not provide honorary or professional titles. Please specify how the new account is to be titled:

- Joint Account, *e.g.* tenants-in-common, joint tenancy with right of survivorship, community property with survivorship rights, tenants by the entirety.
- Trust, please include name of trustee(s), name of trust, date of trust and copies of any amendments.
- Corporate Account, *e.g.* corporation, limited liability company, partnership, or similar entity type.
- Transfer on Death (“TOD”).
- Custodian Accounts must provide the following information:
 - a) Name of the minor and the custodian and the State under which the Uniform Gift/Transfer to Minors Act was created.
 - b) Social security number of minor.
 - c) Address of the custodian.

The following are instructions and forms (collectively, “Forms”) required to transfer Units (collectively, “Units”) of the MDS Energy Development, LLC and/or MDS Energy Partners GP, LLC partnership(s) selected on the signature page below (collectively, the “Partnership(s)”).

1. The “transferor” is the individual or entity that is the current owner of the Units. This must be the same name used in the transferor’s subscription agreement pursuant to which the transferor purchased the Units. The transferee is the individual or entity to which the Units are being transferred.
2. The signatures of both the transferor and the transferee on the Forms must be guaranteed by a member of an approved Signature Guarantee Medallion Program, such as a Commercial Bank, or a Securities Broker/Dealer who participates in a Medallion Program approved by the Securities Transfer Association, Inc. If transferring Units from a joint tenancy to the surviving tenant’s name only; or from a custodial account into the name of the former minor, a Medallion guarantee is not required. Failure to complete the substitute W-9 form will result in backup withholding per I.R.S. regulations.
3. If the transferee is an entity (e.g., a trust, corporation, limited partnership, general partnership or limited liability company), the transferee must enclose a copy of the trust agreement, articles of incorporation, partnership agreement, certificate of organization or other document establishing the entity.

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4. If the transfer is due to death, please enclose a copy of the death certificate. If there is an executor of the estate, please enclose a copy of the Letters of Administration or court appointment of the executor dated within 90 days of the submission of the Forms.
5. If the transfer is due to a divorce, please enclose relevant pages of the divorce decree.
6. If the account involves a trustee, custodian, or other fiduciary, forward the Forms to the fiduciary with a Medallion stamp guarantee, if required, with instructions to return it to the Partnership(s) as indicated below.
7. Please return the original completed and signed Forms to MDS Investor Services c/o Great Lakes Fund Solutions, Inc. 500 Park Avenue, Suite 114, Lake Villa, IL 60046-6550.
8. If you have any questions, please contact MDS Investor Services for assistance at compliance@glfsi.com or at 847-265-5000.

IMPORTANT NOTICE

- A. The Units are subject in all respects to the Limited Partnership Agreement(s) of the Partnership(s) (as it may be amended and/or restated from time to time) (each, "Partnership Agreement").
- B. Units may be transferred only by the record owner in person or by his/her duly authorized agent attorney-in-fact, or fiduciary, upon completion, execution and delivery to the Partnership(s) of the Forms and such other documents as the Partnership(s) may require, and payment in full of any applicable transfer tax.
- C. The transfer of Units is subject to all the limitations and restrictions contained in the Partnership Agreement(s) and compliance with all applicable state and federal securities laws.
- D. Except as provided by operation of law, only whole Units may be transferred unless the transferor owns less than a whole Unit, in which case the transferor's entire fractional interest must be transferred.
- E. Units may not be transferred to a person who is under the age of 18 or incompetent without the consent of the Managing or sole General Partner of the Partnership(s), unless an attorney-in-fact, guardian, custodian or conservator has been appointed to handle the affairs of that person.
- F. Any costs and expenses incurred by the Partnership or the Managing or sole General Partner in connection with the transfer must be paid by the transferor and transferee.
- G. No transfer of a Unit shall be made which, in the opinion of counsel to the Partnership, would result in the Partnership being either: (i) terminated for tax purposes under §708 of

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the Internal Revenue Code of 1986, as amended (the “Code”); or (ii) treated as a “publicly-traded” partnership for purposes of §469(k) of the Code.

- H. No Unit shall be transferred unless there is either: (i) an effective registration of the Unit under the Securities Act of 1933, as amended, and qualification under applicable state securities laws; or (ii) an opinion of counsel acceptable to the Managing or sole General Partner that the registration and qualification of the Unit is not required, unless this requirement is waived by the Managing or sole General Partner.

FORMS

- ANNEX A TRANSFER OF PARTNERSHIP UNITS AGREEMENT [TO BE COMPLETED AND SIGNED BY TRANSFEROR AND TRANSFEREE]
- ANNEX B SUBSTITUTE FORM W-9 [TO BE COMPLETED AND SIGNED BY TRANSFEREE]
- ANNEX C TRANSFEREE ACKNOWLEDGMENT AND QUESTIONNAIRE [TO BE COMPLETED AND SIGNED BY TRANSFEREE]
- ANNEX D TRANSFER ON DEATH (TOD) DESIGNATION

TRANSFER OF PARTNERSHIP UNITS AGREEMENT (“AGREEMENT”)

Please indicate from which Partnership account(s) you will be acquiring Units:

- | | |
|---|---|
| <input type="checkbox"/> MDS Wells 2006, LP | <input type="checkbox"/> MDS 2012-Marcellus Shale Development, LP |
| <input type="checkbox"/> MDS Wells 2007, LP | <input type="checkbox"/> MDS Energy Public 2013-A, LP |
| <input type="checkbox"/> MDS Wells 2008, LP | <input type="checkbox"/> MDS 2014-Marcellus Shale Development, LP |
| <input type="checkbox"/> MDS Wells 2009, LP | <input type="checkbox"/> MDS 2015-Marcellus Shale Development, LP |
| <input type="checkbox"/> MDS Wells 2010, LP | <input type="checkbox"/> MDS Energy Partners, LP |
| <input type="checkbox"/> MDS Wells 2011, LP | |

1. _____ (“Transferor”) is a Participant in MDS Energy Development, LLC and/or MDS Energy Partners GP, LLC partnership(s) selected on the signature page below (the “Partnership(s)”). Capitalized terms used but not defined herein shall have the meanings given to them in the Agreement of Limited Partnership (“Partnership Agreement(s)").

2. Upon proper completion, execution and delivery to the Partnership(s) of this Agreement (with W-9 Form), Transferor hereby assigns, transfers and delivers to _____ (*indicate account type*) (“Transferee”), and Transferee hereby accepts, assumes and acquires, all of Transferor’s right, title and interest in and to _____ Units, and all of Transferor’s rights, claims and causes of action (including, without limitation, Transferor’s rights to receive allocations and distributions from the Partnership(s) under the Partnership Agreement(s). Transferor represents that the Units are free and clear of all liens, pledges, claims, security interests, encumbrances, charges, restrictions, or limitations of any kind, whether arising by agreement, operation of law or otherwise, other than restrictions on the sale, assignment, disposition or transfer of the Units that arise out of or are based on the Partnership Agreement(s).

3. Transferor hereby gives Transferee the right to seek to become a substitute Participant in the Partnership(s) entitled to all of the rights attributable to the full ownership of the Units.

4. Transferor represents and warrants that this Agreement has been duly authorized, executed, and delivered by Transferor, and constitutes the valid and binding obligation of Transferor, enforceable against Transferor in accordance with its terms, except as such enforceability may be limited by applicable bankruptcy, insolvency, reorganization or other laws affecting creditors’ rights generally or by general equitable principles. Transferee represents and warrants that this Agreement has been duly authorized, executed and delivered by Transferee, and constitutes the valid and binding obligation of Transferee, enforceable against Transferee in accordance with its terms, except as such enforceability may be limited by applicable bankruptcy, insolvency, reorganization or other laws affecting creditors’ rights generally or by general equitable principles.

5. Transferee:

(a) from and after the Effective Date (as defined below), assumes and agrees to perform all of the liabilities and obligations of Transferor with respect to the Units under the Partnership Agreement(s);

(b) agrees to be bound by all the terms and conditions of the Partnership Agreement(s) (receipt of a copy of the Partnership Agreement(s) is hereby acknowledged by Transferee);

(c) agrees to pay to the Partnership(s) all costs and expenses incurred by the Partnership(s) in connection with its substitution as a Participant;

(d) is acquiring the Units for Transferee's own account, for investment and not with a view to the distribution or resale thereof, except in compliance with the Securities Act of 1933, as amended, and applicable state securities and blue sky laws. Transferee has such knowledge and experience in financial and business matters and in making investments of the type contemplated by this agreement that it is capable of evaluating the merits and risks of purchasing the Units. Transferee has not relied upon any representation by, or other information (whether oral or written) from the Partnership(s) or the Managing or sole General Partner, the Transferor or any partner, employee, agent or affiliate of either of them in connection with the transactions contemplated hereby. Transferee is an "accredited investor" as defined in Rule 501(a) of Regulation D under the Securities Act of 1933, as amended; and

(e) hereby irrevocably constitutes and appoints MDS Energy Development, LLC, the Partnership(s)'s Managing or sole General Partner, and its duly authorized agents, as Transferee's agent and attorney-in-fact in Transferee's name, place and stead, to make, execute, acknowledge, swear to, file, record and deliver any certificates related to the transfer of the Units herein.

6. Transferor and Transferee agree to execute any further instruments or perform any acts which are or may become reasonably necessary to carry out the intent of this Agreement or are reasonably requested by the Managing or sole General Partner to complete the admission of Transferee as a substituted Participant in the Partnership(s). In addition, Transferor and Transferee shall promptly upon request furnish to the Managing or sole General Partner any information that the Managing or sole General Partner may reasonably request in connection with any election or contemplated election or adjustment under Section 734, 743 or 754 of the Code or with filing the tax returns of the Partnership(s).

7. Each of Transferor and Transferee hereby agrees to indemnify and hold harmless the Managing or sole General Partner and the Partnership(s) from and against any losses, claims, damages, liabilities, or expenses to which any of them may become subject as a result of this Agreement or the transactions contemplated hereby.

8. Transferor and Transferee hereby acknowledge that the Managing or sole General Partner, in its sole discretion, shall make all determinations regarding the allocation of income and loss (and items thereof) for federal, state, and local income tax purposes between Transferor and Transferee for the taxable year in which the transfer occurs. Any such determinations by the Managing or sole General Partner shall be final and binding on all parties.

9. By execution hereof, Transferor and Transferee hereby represent and warrant to the Partnership(s) that the transfer is made in accordance with all applicable federal and state securities laws and regulations.

10. Transferor acknowledges that, as between the Partnership(s) and Transferor, the transfer of the Units shall not relieve Transferor of its responsibility for its proportionate part of any expenses, obligations and liabilities under the Partnership Agreement(s) related to the Units so transferred, whether arising before or after the transfer.

11. The effective date of the transfer of the Units by Transferor to Transferee shall be the date (the "Effective Date") on which it is approved and executed by the Partnership(s), and Transferee shall be entitled to any and all distributions of cash or other assets made by the Partnership(s) for the account of the Units transferred after the Effective Date.

12. The transfer of the Units by Transferor to Transferee shall not be effective unless, in the opinion of counsel to the Partnership(s) (unless the requirement for an opinion of counsel is waived by the Partnership(s)), the transfer will not result in the Partnership(s) being either: (a) terminated for tax purposes under §708 of the Internal Revenue Code of 1986, as amended (the "Code"); or (b) treated as a "publicly-traded" partnership for purposes of §469(k) of the Code. The Partnership(s) and the Managing or sole General Partner reserve the right to require, as a condition of the transfer, that Transferor and/or Transferee provide an opinion of counsel acceptable to the Managing or sole General Partner that the registration and qualification of the Units is not required under applicable federal and state securities laws. Transferor and Transferee shall provide such information to counsel as may reasonably be requested by such counsel and/or the Managing or sole General Partner in order to make the determinations and render the opinions set forth in this paragraph.

13. The terms and provisions hereof shall inure to the benefit of, and shall be binding on, the heirs, personal representatives, successors and assigns of the parties hereto.

14. This Agreement is not intended to confer upon any other person any rights or remedies hereunder other than the Partnership(s) and the Managing or sole General Partner.

[The remainder of page intentionally left blank.]

AND NOW, Transferor and Transferee have executed this Transfer of Partnership Units Agreement as of the _____ day of _____, 20_____.

Please indicate for which Partnership account(s) you wish to execute a Transfer of Partnership(s) Units:

- | | |
|---|---|
| <input type="checkbox"/> MDS Wells 2006, LP | <input type="checkbox"/> MDS 2012-Marcellus Shale Development, LP |
| <input type="checkbox"/> MDS Wells 2007, LP | <input type="checkbox"/> MDS Energy Public 2013-A, LP |
| <input type="checkbox"/> MDS Wells 2008, LP | <input type="checkbox"/> MDS 2014-Marcellus Shale Development, LP |
| <input type="checkbox"/> MDS Wells 2009, LP | <input type="checkbox"/> MDS 2015-Marcellus Shale Development, LP |
| <input type="checkbox"/> MDS Wells 2010, LP | <input type="checkbox"/> MDS Energy Partners, LP |
| <input type="checkbox"/> MDS Wells 2011, LP | |

TRANSFEROR(S):

Signature

Print Name

Medallion Stamp Signature Guarantee

Signature

Print Name

Medallion Stamp Signature Guarantee

The signature(s) must correspond with the name(s) in which Transferor holds the Units, in every particular, without alteration or any change whatsoever. If held in joint name, all owners must sign. If signing in a representative capacity, add title and include the name of the entity on whose behalf signatory is executing the agreement.

TRANSFEE(S):

Signature

Print Name

Medallion Stamp Signature Guarantee

Signature

Print Name

Medallion Stamp Signature Guarantee

The signature(s) must correspond with the name(s) in which Transferee will hold the Units, in every particular, without alteration or any change whatsoever. If the Units are to be held in joint name, all owners must sign. If signing in a representative capacity, add title and include the name of the entity on whose behalf signatory is executing the agreement.

The Partnership(s) and the Managing or sole General Partner hereby consent to (i) the transfer by Transferor to Transferee of all of Transferor's right, title and interest in and to the Units, and all claims and causes of action related thereto, (ii) the assumption and agreement by Transferee to perform all of Transferor's liabilities and obligations with respect to the Units, and (iii) the admission of Transferee as a substituted limited partner in the Partnership to the extent of the Units.

MDS ENERGY DEVELOPMENT, LLC
MDS ENERGY PARTNERS GP, LLC
By: Great Lakes Fund Solutions, Inc. its Transfer Agent

Rob McLamore
Great Lakes Fund Solutions, Inc.
Chief Operating Officer

Effective Date: _____, 20____

Internal Use Only:

Transferor Partner Number(s)		Transferee Partner Number(s)
MS06-_____		MS06-_____
MS07-_____		MS07-_____
MS08-_____		MS08-_____
MS09-_____		MS09-_____
MS10-_____	to	MS10-_____
MS11-_____		MS11-_____
MS12-_____		MS12-_____
MS13-_____		MS13-_____
MS14-_____		MS14-_____
MS15-_____		MS15-_____
MSEP-_____		MSEP-_____

Request for Taxpayer Identification Number and Certification

**Give Form to the
requester. Do not
send to the IRS.**

Print or type See Specific Instructions on page 2.	1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.	
	2 Business name/disregarded entity name, if different from above	
	3 Check appropriate box for federal tax classification; check only one of the following seven boxes: <input type="checkbox"/> Individual/sole proprietor or single-member LLC <input type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ _____ Note. For a single-member LLC that is disregarded, do not check LLC; check the appropriate box in the line above for the tax classification of the single-member owner. <input type="checkbox"/> Other (see instructions) ▶ _____	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____ <i>(Applies to accounts maintained outside the U.S.)</i>
	5 Address (number, street, and apt. or suite no.)	Requester's name and address (optional)
	6 City, state, and ZIP code	
	7 List account number(s) here (optional)	

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Social security number											
				-			-				
or											
Employer identification number											
				-							

Note. If the account is in more than one name, see the instructions for line 1 and the chart on page 4 for guidelines on whose number to enter.

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 3.

Sign Here	Signature of U.S. person ▶	Date ▶
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General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. Information about developments affecting Form W-9 (such as legislation enacted after we release it) is at www.irs.gov/fw9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following:

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)

- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding? on page 2.

By signing the filled-out form, you:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and
4. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See *What is FATCA reporting?* on page 2 for further information.

Note. If you are a U.S. person and a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien;
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States;
- An estate (other than a foreign estate); or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax under section 1446 on any foreign partners' share of effectively connected taxable income from such business. Further, in certain cases where a Form W-9 has not been received, the rules under section 1446 require a partnership to presume that a partner is a foreign person, and pay the section 1446 withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid section 1446 withholding on your share of partnership income.

In the cases below, the following persons must give Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States:

- In the case of a disregarded entity with a U.S. owner, the U.S. owner of the disregarded entity and not the entity;
- In the case of a grantor trust with a U.S. grantor or other U.S. owner, generally, the U.S. grantor or other U.S. owner of the grantor trust and not the trust; and
- In the case of a U.S. trust (other than a grantor trust), the U.S. trust (other than a grantor trust) and not the beneficiaries of the trust.

Foreign person. If you are a foreign person or the U.S. branch of a foreign bank that has elected to be treated as a U.S. person, do not use Form W-9. Instead, use the appropriate Form W-8 or Form 8233 (see Publication 515, Withholding of Tax on Nonresident Aliens and Foreign Entities).

Nonresident alien who becomes a resident alien. Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a "saving clause." Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the payee has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items:

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.
2. The treaty article addressing the income.
3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.
4. The type and amount of income that qualifies for the exemption from tax.
5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

Example. Article 20 of the U.S.-China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if his or her stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first protocol) and is relying on this exception to claim an exemption from tax on his or her scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a nonresident alien or a foreign entity, give the requester the appropriate completed Form W-8 or Form 8233.

Backup Withholding

What is backup withholding? Persons making certain payments to you must under certain conditions withhold and pay to the IRS 28% of such payments. This is called "backup withholding." Payments that may be subject to backup withholding include interest, tax-exempt interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, payments made in settlement of payment card and third party network transactions, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

Payments you receive will be subject to backup withholding if:

1. You do not furnish your TIN to the requester,
2. You do not certify your TIN when required (see the Part II instructions on page 3 for details),

3. The IRS tells the requester that you furnished an incorrect TIN,

4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or

5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See *Exempt payee code* on page 3 and the separate Instructions for the Requester of Form W-9 for more information.

Also see *Special rules for partnerships* above.

What is FATCA reporting?

The Foreign Account Tax Compliance Act (FATCA) requires a participating foreign financial institution to report all United States account holders that are specified United States persons. Certain payees are exempt from FATCA reporting. See *Exemption from FATCA reporting code* on page 3 and the Instructions for the Requester of Form W-9 for more information.

Updating Your Information

You must provide updated information to any person to whom you claimed to be an exempt payee if you are no longer an exempt payee and anticipate receiving reportable payments in the future from this person. For example, you may need to provide updated information if you are a C corporation that elects to be an S corporation, or if you no longer are tax exempt. In addition, you must furnish a new Form W-9 if the name or TIN changes for the account; for example, if the grantor of a grantor trust dies.

Penalties

Failure to furnish TIN. If you fail to furnish your correct TIN to a requester, you are subject to a penalty of \$50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

Civil penalty for false information with respect to withholding. If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a \$500 penalty.

Criminal penalty for falsifying information. Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

Misuse of TINs. If the requester discloses or uses TINs in violation of federal law, the requester may be subject to civil and criminal penalties.

Specific Instructions

Line 1

You must enter one of the following on this line; **do not** leave this line blank. The name should match the name on your tax return.

If this Form W-9 is for a joint account, list first, and then circle, the name of the person or entity whose number you entered in Part I of Form W-9.

a. **Individual.** Generally, enter the name shown on your tax return. If you have changed your last name without informing the Social Security Administration (SSA) of the name change, enter your first name, the last name as shown on your social security card, and your new last name.

Note. ITIN applicant: Enter your individual name as it was entered on your Form W-7 application, line 1a. This should also be the same as the name you entered on the Form 1040/1040A/1040EZ you filed with your application.

b. **Sole proprietor or single-member LLC.** Enter your individual name as shown on your 1040/1040A/1040EZ on line 1. You may enter your business, trade, or "doing business as" (DBA) name on line 2.

c. **Partnership, LLC that is not a single-member LLC, C Corporation, or S Corporation.** Enter the entity's name as shown on the entity's tax return on line 1 and any business, trade, or DBA name on line 2.

d. **Other entities.** Enter your name as shown on required U.S. federal tax documents on line 1. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name on line 2.

e. **Disregarded entity.** For U.S. federal tax purposes, an entity that is disregarded as an entity separate from its owner is treated as a "disregarded entity." See Regulations section 301.7701-2(c)(2)(iii). Enter the owner's name on line 1. The name of the entity entered on line 1 should never be a disregarded entity. The name on line 1 should be the name shown on the income tax return on which the income should be reported. For example, if a foreign LLC that is treated as a disregarded entity for U.S. federal tax purposes has a single owner that is a U.S. person, the U.S. owner's name is required to be provided on line 1. If the direct owner of the entity is also a disregarded entity, enter the first owner that is not disregarded for federal tax purposes. Enter the disregarded entity's name on line 2, "Business name/disregarded entity name." If the owner of the disregarded entity is a foreign person, the owner must complete an appropriate Form W-8 instead of a Form W-9. This is the case even if the foreign person has a U.S. TIN.

Line 2

If you have a business name, trade name, DBA name, or disregarded entity name, you may enter it on line 2.

Line 3

Check the appropriate box in line 3 for the U.S. federal tax classification of the person whose name is entered on line 1. Check only one box in line 3.

Limited Liability Company (LLC). If the name on line 1 is an LLC treated as a partnership for U.S. federal tax purposes, check the "Limited Liability Company" box and enter "P" in the space provided. If the LLC has filed Form 8832 or 2553 to be taxed as a corporation, check the "Limited Liability Company" box and in the space provided enter "C" for C corporation or "S" for S corporation. If it is a single-member LLC that is a disregarded entity, do not check the "Limited Liability Company" box; instead check the first box in line 3 "Individual/sole proprietor or single-member LLC."

Line 4, Exemptions

If you are exempt from backup withholding and/or FATCA reporting, enter in the appropriate space in line 4 any code(s) that may apply to you.

Exempt payee code.

- Generally, individuals (including sole proprietors) are not exempt from backup withholding.
- Except as provided below, corporations are exempt from backup withholding for certain payments, including interest and dividends.
- Corporations are not exempt from backup withholding for payments made in settlement of payment card or third party network transactions.
- Corporations are not exempt from backup withholding with respect to attorneys' fees or gross proceeds paid to attorneys, and corporations that provide medical or health care services are not exempt with respect to payments reportable on Form 1099-MISC.

The following codes identify payees that are exempt from backup withholding. Enter the appropriate code in the space in line 4.

- 1—An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2)
- 2—The United States or any of its agencies or instrumentalities
- 3—A state, the District of Columbia, a U.S. commonwealth or possession, or any of their political subdivisions or instrumentalities
- 4—A foreign government or any of its political subdivisions, agencies, or instrumentalities
- 5—A corporation
- 6—A dealer in securities or commodities required to register in the United States, the District of Columbia, or a U.S. commonwealth or possession
- 7—A futures commission merchant registered with the Commodity Futures Trading Commission
- 8—A real estate investment trust
- 9—An entity registered at all times during the tax year under the Investment Company Act of 1940
- 10—A common trust fund operated by a bank under section 584(a)
- 11—A financial institution
- 12—A middleman known in the investment community as a nominee or custodian
- 13—A trust exempt from tax under section 664 or described in section 4947

The following chart shows types of payments that may be exempt from backup withholding. The chart applies to the exempt payees listed above, 1 through 13.

IF the payment is for . . .	THEN the payment is exempt for . . .
Interest and dividend payments	All exempt payees except for 7
Broker transactions	Exempt payees 1 through 4 and 6 through 11 and all C corporations. S corporations must not enter an exempt payee code because they are exempt only for sales of noncovered securities acquired prior to 2012.
Barter exchange transactions and patronage dividends	Exempt payees 1 through 4
Payments over \$600 required to be reported and direct sales over \$5,000 ¹	Generally, exempt payees 1 through 5 ²
Payments made in settlement of payment card or third party network transactions	Exempt payees 1 through 4

¹ See Form 1099-MISC, Miscellaneous Income, and its instructions.

² However, the following payments made to a corporation and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees, gross proceeds paid to an attorney reportable under section 6045(f), and payments for services paid by a federal executive agency.

Exemption from FATCA reporting code. The following codes identify payees that are exempt from reporting under FATCA. These codes apply to persons submitting this form for accounts maintained outside of the United States by certain foreign financial institutions. Therefore, if you are only submitting this form for an account you hold in the United States, you may leave this field blank. Consult with the person requesting this form if you are uncertain if the financial institution is subject to these requirements. A requester may indicate that a code is not required by providing you with a Form W-9 with "Not Applicable" (or any similar indication) written or printed on the line for a FATCA exemption code.

A—An organization exempt from tax under section 501(a) or any individual retirement plan as defined in section 7701(a)(37)

B—The United States or any of its agencies or instrumentalities

C—A state, the District of Columbia, a U.S. commonwealth or possession, or any of their political subdivisions or instrumentalities

D—A corporation the stock of which is regularly traded on one or more established securities markets, as described in Regulations section 1.1472-1(c)(1)(i)

E—A corporation that is a member of the same expanded affiliated group as a corporation described in Regulations section 1.1472-1(c)(1)(i)

F—A dealer in securities, commodities, or derivative financial instruments (including notional principal contracts, futures, forwards, and options) that is registered as such under the laws of the United States or any state

G—A real estate investment trust

H—A regulated investment company as defined in section 851 or an entity registered at all times during the tax year under the Investment Company Act of 1940

I—A common trust fund as defined in section 584(a)

J—A bank as defined in section 581

K—A broker

L—A trust exempt from tax under section 664 or described in section 4947(a)(1)

M—A tax exempt trust under a section 403(b) plan or section 457(g) plan

Note. You may wish to consult with the financial institution requesting this form to determine whether the FATCA code and/or exempt payee code should be completed.

Line 5

Enter your address (number, street, and apartment or suite number). This is where the requester of this Form W-9 will mail your information returns.

Line 6

Enter your city, state, and ZIP code.

Part I. Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. If you are a resident alien and you do not have and are not eligible to get an SSN, your TIN is your IRS individual taxpayer identification number (ITIN). Enter it in the social security number box. If you do not have an ITIN, see *How to get a TIN* below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN. However, the IRS prefers that you use your SSN.

If you are a single-member LLC that is disregarded as an entity separate from its owner (see *Limited Liability Company (LLC)* on this page), enter the owner's SSN (or EIN, if the owner has one). Do not enter the disregarded entity's EIN. If the LLC is classified as a corporation or partnership, enter the entity's EIN.

Note. See the chart on page 4 for further clarification of name and TIN combinations.

How to get a TIN. If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local SSA office or get this form online at www.ssa.gov. You may also get this form by calling 1-800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at www.irs.gov/businesses and clicking on Employer Identification Number (EIN) under Starting a Business. You can get Forms W-7 and SS-4 from the IRS by visiting IRS.gov or by calling 1-800-TAX-FORM (1-800-829-3676).

If you are asked to complete Form W-9 but do not have a TIN, apply for a TIN and write "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, generally you will have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

Note. Entering "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon.

Caution: A disregarded U.S. entity that has a foreign owner must use the appropriate Form W-8.

Part II. Certification

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if items 1, 4, or 5 below indicate otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). In the case of a disregarded entity, the person identified on line 1 must sign. Exempt payees, see *Exempt payee code* earlier.

Signature requirements. Complete the certification as indicated in items 1 through 5 below.

1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983. You must give your correct TIN, but you do not have to sign the certification.

2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983. You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.

3. Real estate transactions. You must sign the certification. You may cross out item 2 of the certification.

4. Other payments. You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments made in settlement of payment card and third party network transactions, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).

5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions. You must give your correct TIN, but you do not have to sign the certification.

What Name and Number To Give the Requester

For this type of account:	Give name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account)	The actual owner of the account or, if combined funds, the first individual on the account ¹
3. Custodian account of a minor (Uniform Gift to Minors Act)	The minor ²
4. a. The usual revocable savings trust (grantor is also trustee) b. So-called trust account that is not a legal or valid trust under state law	The grantor-trustee ¹ The actual owner ¹
5. Sole proprietorship or disregarded entity owned by an individual	The owner ³
6. Grantor trust filing under Optional Form 1099 Filing Method 1 (see Regulations section 1.671-4(b)(2)(i)(A))	The grantor*
For this type of account:	Give name and EIN of:
7. Disregarded entity not owned by an individual	The owner
8. A valid trust, estate, or pension trust	Legal entity ⁴
9. Corporation or LLC electing corporate status on Form 8832 or Form 2553	The corporation
10. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
11. Partnership or multi-member LLC	The partnership
12. A broker or registered nominee	The broker or nominee
13. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity
14. Grantor trust filing under the Form 1041 Filing Method or the Optional Form 1099 Filing Method 2 (see Regulations section 1.671-4(b)(2)(i)(B))	The trust

¹ List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

² Circle the minor's name and furnish the minor's SSN.

³ You must show your individual name and you may also enter your business or DBA name on the "Business name/disregarded entity" name line. You may use either your SSN or EIN (if you have one), but the IRS encourages you to use your SSN.

⁴ List first and circle the name of the trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.) Also see *Special rules for partnerships* on page 2.

*Note. Grantor also must provide a Form W-9 to trustee of trust.

Note. If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

Secure Your Tax Records from Identity Theft

Identity theft occurs when someone uses your personal information such as your name, SSN, or other identifying information, without your permission, to commit fraud or other crimes. An identity thief may use your SSN to get a job or may file a tax return using your SSN to receive a refund.

To reduce your risk:

- Protect your SSN,
- Ensure your employer is protecting your SSN, and
- Be careful when choosing a tax preparer.

If your tax records are affected by identity theft and you receive a notice from the IRS, respond right away to the name and phone number printed on the IRS notice or letter.

If your tax records are not currently affected by identity theft but you think you are at risk due to a lost or stolen purse or wallet, questionable credit card activity or credit report, contact the IRS Identity Theft Hotline at 1-800-908-4490 or submit Form 14039.

For more information, see Publication 4535, Identity Theft Prevention and Victim Assistance.

Victims of identity theft who are experiencing economic harm or a system problem, or are seeking help in resolving tax problems that have not been resolved through normal channels, may be eligible for Taxpayer Advocate Service (TAS) assistance. You can reach TAS by calling the TAS toll-free case intake line at 1-877-777-4778 or TTY/TDD 1-800-829-4059.

Protect yourself from suspicious emails or phishing schemes. Phishing is the creation and use of email and websites designed to mimic legitimate business emails and websites. The most common act is sending an email to a user falsely claiming to be an established legitimate enterprise in an attempt to scam the user into surrendering private information that will be used for identity theft.

The IRS does not initiate contacts with taxpayers via emails. Also, the IRS does not request personal detailed information through email or ask taxpayers for the PIN numbers, passwords, or similar secret access information for their credit card, bank, or other financial accounts.

If you receive an unsolicited email claiming to be from the IRS, forward this message to phishing@irs.gov. You may also report misuse of the IRS name, logo, or other IRS property to the Treasury Inspector General for Tax Administration (TIGTA) at 1-800-366-4484. You can forward suspicious emails to the Federal Trade Commission at: spam@uce.gov or contact them at www.ftc.gov/idtheft or 1-877-IDTHEFT (1-877-438-4338).

Visit IRS.gov to learn more about identity theft and how to reduce your risk.

Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons (including federal agencies) who are required to file information returns with the IRS to report interest, dividends, or certain other income paid to you; mortgage interest you paid; the acquisition or abandonment of secured property; the cancellation of debt; or contributions you made to an IRA, Archer MSA, or HSA. The person collecting this form uses the information on the form to file information returns with the IRS, reporting the above information. Routine uses of this information include giving it to the Department of Justice for civil and criminal litigation and to cities, states, the District of Columbia, and U.S. commonwealths and possessions for use in administering their laws. The information also may be disclosed to other countries under a treaty, to federal and state agencies to enforce civil and criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism. You must provide your TIN whether or not you are required to file a tax return. Under section 3406, payers must generally withhold a percentage of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to the payer. Certain penalties may also apply for providing false or fraudulent information.

TRANSFeree QUESTIONNAIRE AND ACKNOWLEDGMENT

1. INDIVIDUALS

Name: _____

Name of Co-Owner: _____

Home Address (Do not use P.O. Box): _____

Telephone: _____

2. CORPORATION, PARTNERSHIP, TRUST, ESTATE, LLC, PENSION PLAN, OR IRA.

Name of Entity: _____

Name and Title (Point of Contact): _____

Address: _____

Telephone: _____

CORPORATIONS: Attach a copy of the corporate resolution naming the person(s) authorized to sign for the entity.

PARTNERSHIPS: Attach a copy of the partnership agreement, as amended.

TRUSTS: Attach a copy of the instrument creating the trust, as amended.

ESTATES: Attach a copy of the will and current letters testamentary.

LIMITED LIABILITY COMPANIES: Attach a copy of the resolution naming the person(s) authorized to sign for the entity.

3. DISTRIBUTION OPTIONS

Please choose from the following two options.

1. Electronic Transfer via ACH (Automatic Clearing House) Not for Wire Use

A voided check or bank/brokerage verification is required for processing and must be attached hereto. This distribution selection is considered incomplete without voided check or bank/brokerage verification.

Financial Institution Name: _____

ABA/ Routing Transit Number (Nine digits are required): ____-____-____-____-____-____-____-____-____

Account Number: _____

Further Reference: _____

Please check the account type:

_____ Checking/ Broker _____ Savings/ Money Market

(if the account has check writing privileges it is considered a checking account)

2. Alternate Distribution Address (alternate financial institution)

Financial Institution: _____

Address: _____

City, State Zip code: _____

Account Number: _____

For Benefit Of (FBO): _____

4. PENNSYLVANIA COMPOSITE FILING ELECTION.

I am a natural person and I agree to be included in the partnership's state composite income tax filings, if any, in states other than my state (or other jurisdiction) of residence. I understand that if I do not make this election I may be required to file a state income tax return in each state in which the partnership drills or acquires wells or otherwise conducts business.

PLEASE CONSULT WITH YOUR PERSONAL INCOME TAX ADVISOR BEFORE MAKING THIS ELECTION.

Please Check One:

I **DO** wish to be included in the Pennsylvania Composite Filing.

I **DO NOT** wish to be included in the Pennsylvania Composite Filing.

5. BACKUP WITHHOLDING

I am not subject to backup withholding because (a) I am exempt from backup withholding under §3406(g)(1) of the Internal Revenue Code and the related regulations, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding.

Please Check One:

- I confirm I **AM NOT** subject to backup withholding as stated above.
- I **AM** subject to backup withholding.

6. GRANTOR TRUST

Please Check One:

- I **AM** a Grantor Trust (*please complete section 6(b) below*).
- I certify that I **AM NOT** a Grantor Trust and I am classified as a Non-Grantor Trust.

6(b).

- (1) the trust designated as the investor in this Subscription Agreement is a United States grantor trust which I can amend or revoke during my lifetime;
- (2) under subpart E of subchapter J of the Internal Revenue Code (check only one of the boxes below):
 - (a) 100% of the trust is treated as owned by me;
 - (b) the trust is treated as owned in equal shares by me and my spouse; or
 - (c) _____ % of the trust is treated as owned by _____,
and the remainder is treated as owned _____ % by me and _____ % by my spouse); and
- (3) if requested by the Partnership, each grantor or other owner of any portion of the trust has provided the Partnership with the appropriate Form W-8 or Form W-9 certification.

**7. NOTICE OF ELECTRONIC DELIVERY OF FUNDS/ DOCUMENTS/
CORRESPONDENCE**

The General Partner will issue all distributions of funds, investor correspondence, deliveries of tax documents, etc. (including your Schedule K-1) in an electronic format, i.e. not on paper. All distributions of funds will be made via ACH (Automated Clearing House) direct deposit. All correspondence and tax documents will be delivered either via electronic mail (e-mail) with a PDF attachment (if necessary), or by uploading the document(s) to a secure, personalized, online web portal (the “MDS Energy Partnership Portal”).

You should note that electronic delivery may impose costs on you that you would not bear with traditional, physical mailing. Also, you may incur Internet online costs for accessing e-mail. At the same time, you may need to download a .pdf document viewer, such as Adobe Acrobat®, in order to view documents sent as a .pdf file. You can download the Adobe Acrobat® software free of charge at <http://www.adobe.com/products/acrobat/readermain.html>.

The general partner will assist you with electronic delivery of documents free of charge. If you need assistance, please contact the general partner toll free at (855) 807-0807.

After your subscription is accepted by the partnership, a user name and password for your account at the MDS Energy Partnership Portal will be provided to you on a secure page of the general partner’s website at www.mdsenergydev.com. You will be able to access and review “check stub” statements for each partnership distribution that is made to you by direct deposit into the account set forth below, as well as all other communications and tax documents as mentioned above.

If you do not have an e-mail account, the General Partner will provide one at its domain, www.mdsinvestors.com.

Please Check One:

- I **DO** wish to be assigned a your.name@mdsinvestors.com e-mail address.
- I **DO NOT** wish to be assigned a your.name@mdsinvestors.com e-mail address.

Owner E-mail Address: _____

Co-Owner E-mail Address: _____

TRANSFeree(S):

Signature

Print Name

Medallion Stamp Signature Guarantee

Signature

Print Name

Medallion Stamp Signature Guarantee

The signature(s) must correspond with the name(s) in which Transferee will hold the Units, in every particular, without alteration or any change whatsoever. If the Units are to be held in joint name, all owners must sign. If signing in a representative capacity, add title and include the name of the entity on whose behalf the signatory is executing this questionnaire and acknowledgment.

TRANSFER ON DEATH (TOD) DESIGNATION

Please indicate which Partnership account(s) for which you wish to designate a Transfer on Death (TOD):

- Checkboxes for MDS Wells 2006-2011, LP and MDS 2012-Marcellus Shale Development, LP through MDS Energy Partners, LP.

The undersigned account owner(s) on _____, 20____ hereby designate the following person(s) as my beneficiary(ies). If I live in a state with community property statutes and do not designate my spouse as the sole primary beneficiary, I represent and warrant that my spouse has consented to such designation.

NOTE: Units cannot be split below one-half (0.5) per beneficiary.

(1) Beneficiary: _____
Mailing Address: _____
City, State, Zip: _____
Social Security Number (or) Tax Identification Number: _____
[] Primary Beneficiary [] Contingent Beneficiary _____ Unit(s)

(2) Beneficiary: _____
Mailing Address: _____
City, State, Zip: _____
Social Security Number (or) Tax Identification Number: _____
[] Primary Beneficiary [] Contingent Beneficiary _____ Unit(s)

(3) Beneficiary: _____
Mailing Address: _____
City, State, Zip: _____
Social Security Number (or) Tax Identification Number: _____
[] Primary Beneficiary [] Contingent Beneficiary _____ Unit(s)

Signature

Owner Printed Name

Medallion Stamp Signature Guarantee

Signature

Co-Owner Printed Name

Medallion Stamp Signature Guarantee