

We **HIGHLY RECOMMEND** using *DocuSign* for the completion, execution, and electronic submission of these forms. To initiate a new Subscription Agreement through DocuSign, the financial advisor should visit this link and follow the instructions: [www.mdsed.com/invest](http://www.mdsed.com/invest)

Investors/Advisors may also complete and email the fillable PDF of this agreement (facsimile signatures accepted).

For those not using DocuSign, ALL PAGES in this packet must be returned in order for your subscription to be accepted. All the pages of the Subscription Agreement must be read, completed, initialed, signed and dated by the investor(s), and signed by the registered representative.

<p><b>Investor:</b></p> <ul style="list-style-type: none"> <li>Complete Sections 1 through 7</li> <li>Sign Sections: 1(d), 5, 6(d), and 7 (<i>optional TOD form</i>);</li> <li>Initial Sections 2(a), 3, and 5(a)</li> <li>Attach a voided check or verification as called for in Section 6(b)</li> </ul>	<p>If you are a:</p> <ul style="list-style-type: none"> <li><b>Trust:</b> attach trust documents.</li> <li><b>Partnership:</b> attach current partnership agreement.</li> <li><b>Corporation:</b> attach Corporate Resolution to purchase, the current Articles of Incorporation and By-laws and documentation naming the person authorized to sign for the entity.</li> <li><b>Limited Liability Company:</b> attach Company Resolution to purchase, and the current Articles of Organization, operating agreement and documentation naming the person authorized to sign for the entity.</li> <li><b>Estate:</b> attach a copy of the will and current letters testamentary or letters of administration.</li> </ul>
<p><b>Registered Representative:</b></p> <ul style="list-style-type: none"> <li>Complete and sign Section 8</li> </ul>	

<u>Payments by CHECK:</u>	<u>Payments by WIRE or ACH Transfer</u>
<p><b>Make check payable to:</b> MDS 2018-Marcellus Shale Development, LP</p> <p><b>Mail check/printed subscription agreement to:</b> MDS 2018-Marcellus Shale Development, LP c/o Great Lakes Fund Solutions, Inc. 500 Park Avenue, Suite 114 Lake Villa, Illinois 60046-6550</p> <p><b>OR e-mail electronic subscription agreement in PDF form to:</b> <a href="mailto:marketing@mdsed.com">marketing@mdsed.com</a></p> <p><small>UNDER ANTI-MONEY LAUNDERING RULES. CASHIER'S CHECKS CANNOT BE ACCEPTED.</small></p>	<p><b>Account Type:</b> Checking <b>Account Title:</b> MDS 2018-Marcellus Shale Development LP <b>Account Number:</b> 1077693399 <b>Routing (ABA) No.:</b> 043000096 <b>Bank SWIFT Code:</b> PNCCUS33</p> <p><b>Bank Name/Address:</b> PNC Bank N. A. 500 First Avenue Pittsburgh, PA 15219</p> <p>For further assistance, contact Megan Cooley with PNC Bank at 412-762-0361 or <a href="mailto:megan.cooley@pnc.com">megan.cooley@pnc.com</a>.</p>

**\*\*IMPORTANT\*\* Registered Representatives:** If your Broker/Dealer requires you to send the subscription documents and checks to its home office instead of directly to the Managing General Partner, which many do, or to deliver the subscription documents and checks to the Managing General Partner by an overnight service, please adhere to your Broker/Dealer's policy. If you do not know your Broker/Dealer's policy, please contact them to confirm.

**YOUR COMPLETED SUBSCRIPTION AGREEMENT -AND- PAYMENT MUST BE RECEIVED IN GOOD ORDER NO LATER THAN 5:00PM EST ON MONDAY, DECEMBER 31, 2018. INCOMPELTE SUBSCRIPTIONS OR MISSING PAYMENTS AT THE DEADLINE, AND ANYTHING RECEIVED AFTER THE DEADLINE, WILL BE REJECTED AND FUNDS WILL BE RETURNED.**

We highly recommend that you submit these forms well in advance of the deadline to allow for proper processing, and to allow for any issues to be resolved such as typographical errors, documents lost in the mail, incomplete documents, bounced checks, etc.

For help with this form, feel free to contact MDS Energy Development at 855-807-0807 option 1 or [marketing@mdsed.com](mailto:marketing@mdsed.com) or Great Lakes Fund Solutions at 847-265-5000 or [compliance@glfsi.com](mailto:compliance@glfsi.com)

# Section 1

## Signature Page & Elections

**Minimum Subscription:**

One Unit (\$20,000).  
Larger subscriptions are in \$1,000 increments.

Subscriptions below \$20,000 are acceptable if due to a unit discount.

I, the undersigned, hereby offer to purchase Units of MDS 2018-Marcellus Shale Development, LP in the amount set forth in Section 1(b) of this Subscription Agreement and on the terms described in the Private Placement Memorandum for MDS 2018-Marcellus Shale Development, LP, as supplemented or amended from time to time. I acknowledge and agree that my execution of this Subscription Agreement also constitutes my execution of the Limited Partnership Agreement (the "Partnership Agreement") the form of which is attached as Exhibit (A) to the Private Placement Memorandum ("PPM") and I accept the terms and conditions of the Partnership Agreement if my subscription is accepted by MDS Energy Development, LLC, the Managing General Partner. I acknowledge that I may not assign this offer, nor may it be withdrawn, after it has been accepted by the Managing General Partner. I hereby irrevocably constitute and appoint the Managing General Partner, and its duly authorized agents, my agent and attorney-in-fact, in my name, place, and stead to make, execute, acknowledge, swear to, file, record, and deliver the Limited Partnership Agreement and any certificates related thereto. I further acknowledge that there are certain representations, warranties, and covenants which I must make before the Managing General Partner will accept my subscription.

1(a) Investor Type	1(b) Subscription Info
--------------------	------------------------

<input type="checkbox"/> Investor General Partner <b>OR</b> <input type="checkbox"/> Limited Partner <i>(Investing as a Limited Partner will make all tax treatment PASSIVE. Please speak with a registered representative of MDS before electing Limited Partner status).</i>	\$ _____ .00 (cash amount) Date of Investment: _____, 2018
---	---

<input type="checkbox"/> Initial Subscription <b>OR</b> <input type="checkbox"/> Additional Subscription (Existing Partner No. MS17-_____)	Name of Financial Advisor: _____
---	-------------------------------------

<p><b>*DISCOUNTS* Check All Applicable:</b></p> <input type="checkbox"/> Early Investor Discount 7.5% (Before 8/31) <input type="checkbox"/> Early Investor Discount 5.0% (9/1 thru 10/31) <input type="checkbox"/> Net Asset Value (NAV) <input type="checkbox"/> Corporate Insider <i>(completed subscription agreement and payment must be made prior to deadline to qualify for early investor discount.)</i>	<p style="text-align: center;"><b>ADDITIONAL SUBSCRIPTIONS</b></p> If you are making an additional subscription, only this page must be completed, signed, and provided to the Managing General Partner, together with your payment for the additional Units.
---	---

1(c) Private Placement Memorandum
-----------------------------------

I received my PPM _____, 2018  I received PPM # _____
---

1(d) Record Owner(s) and Signatures
-------------------------------------

Investor(s) Names <b>OR</b> Legal Name of Trust, Corporation, LLC, Partnership, or Estate
---

Address of Record (Do Not Use PO Box):  
--

(1) Tax ID No. (*will be used for all tax filings*)	Signature	Print Name
(2) Tax ID No.	Signature	Print Name

1(e) Ownership of the Units (check ONLY ONE)
--

<input type="checkbox"/> Individual <input type="checkbox"/> Tenants-in-Common <input type="checkbox"/> Joint Tenancy with Rights of Survivorship <input type="checkbox"/> Community Property with Survivorship Rights <input type="checkbox"/> Limited Liability Company	<input type="checkbox"/> Partnership <input type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Trust <input type="checkbox"/> Estate <input type="checkbox"/> Other _____
---	---

If a partnership, LLC, corporation, or trust, then the partners, members, stockholders, or beneficiaries thereof are citizens of _____ (country of citizenship). (Enclose supporting documents.)
--

1(f) Investor Information
---------------------------

Check One: <input type="checkbox"/> I am at least twenty-one years of age <input type="checkbox"/> I am not twenty-one years of age
Check One: <input type="checkbox"/> I am a Calendar Year Taxpayer <input type="checkbox"/> I am a Fiscal Year Taxpayer
Check If Applicable: <input type="checkbox"/> I am a farmer (2/3 or more of my gross income in 2016 or 2017 is from farming)

# Section 2

## Purchaser Questionnaire

To be completed by all investors

Complete Section 2(a) if an individual(s)

Complete Section 2(b) if a corporate entity

*\*Note:* Payments made from a bank account that differs from the investor must have an accompanying letter signed by the bank account holder confirming the funds used to subscribe were duly authorized by such account holder.

**CORPORATIONS:** Attach a copy of the corporate resolution to purchase and naming the person authorized to sign for the entity.

**PARTNERSHIPS:** Attach a copy of the partnership resolution authorizing this purchase and naming the person authorized to sign for the entity.

**TRUSTS:** Attach a copy of the instrument empowering the trustee(s) to purchase units.

**ESTATES:** Attach a copy of the current letters testamentary or letters of administration.

**LIMITED LIABILITY COMPANIES:** Attach a copy of the company resolution authorizing this purchase and naming the person authorized to sign for the entity.

### 2(a) Individuals Contact Information

Name of Owner:	Name of Co-Owner:
Home Address (do not use P.O. Box):	Home Address (if different than owner, do not use P.O. Box):
Employer (if applicable)	Employer (if applicable)
Phone Home: _____ Cell: _____	Phone Home: _____ Cell: _____
*Source of funds for investment	*Source of funds for investment

#### Prior investments in tax shelter or tax advantaged transactions *(please itemize each investment separately)*

Name of transaction	Type of investment	Year of investment	Amount Invested

#### Additional investments *(set forth other investments which reflect your knowledge and experience in financial and business matters)*

--

#### Private Placements

Have you ever purchased securities which were sold in reliance on private offering exemptions from registration under the Securities Act of 1933, as amended, including Regulation D?  Yes  No

#### Sophisticated Investor

_____ <b>INITIAL HERE</b> _____ <b>INITIAL HERE</b> (co-owner, if any)	I hereby represent, warrant, and confirm that I have such knowledge and experience in financial and business matters and in tax-oriented investments in particular that I am capable of evaluating the merits and risks of an investment in the partnership.
--	--

### 2(b) Corporations, Partnerships, Trusts, Estates, or LLCs

Name of Entity	Address
Telephone	Taxpayer ID No.
Name of Person making investment decision	Title

# Section 3

## Suitability

To be completed by all investors

(If the investment is made as joint tenants or tenants in common, the joint or common tenant should also initial.)

<p>_____ <b>INITIAL HERE</b></p> <p>_____ <b>INITIAL HERE</b> (co-owner, if any)</p>	<p>I understand that the representations contained in this Section 3 are made for the purpose of qualifying me as an accredited investor as that term is defined by the SEC for the purpose of exempting a sale of securities to me from the registration requirements of the Securities Act of 1933, as amended. I hereby represent, warrant, and confirm that the statement or statements marked below are true and correct in all respects and I am an accredited investor because:</p> <p><b>(PLEASE MARK EACH APPLICABLE STATEMENT BELOW):</b></p> <ul style="list-style-type: none"> <li><input type="checkbox"/> I am a corporation, partnership, trust, or other entity with total assets in excess of \$5,000,000. Additionally, I was not formed for the purpose of investing in the partnership.</li> <li><input type="checkbox"/> I have an individual net worth (the fair market value of total assets, minus total liabilities), or joint net worth with my spouse, in excess of \$1,000,000. For purposes of calculating net worth, your primary residence shall not be included as an asset. Indebtedness secured by your primary residence, up to its estimated fair market value at the time of the sale of securities, shall not be included as a liability (except that if the amount of such indebtedness outstanding at the time of sale of securities exceeds the amount outstanding 60 days before such time, other than as a result of the acquisition of the primary residence, the amount of such excess shall be included as a liability). Indebtedness secured by your primary residence in excess of its estimated fair market value at the time of the sale of securities shall be included as a liability.</li> <li><input type="checkbox"/> I had an annual income (as defined below) in excess of \$200,000, or a joint annual income with my spouse in excess of \$300,000, in each of 2016 and 2017 and reasonably expect to have the same income level in 2018.</li> <li><input type="checkbox"/> I am an entity (including a corporation or partnership) in which all the equity owners individually are accredited investors as described above. If this statement is marked, then each equity owner must also complete a copy of this page and the purchaser questionnaire.</li> <li><input type="checkbox"/> I am an officer of the Managing General Partner.</li> </ul> <p><i>Annual income means adjusted gross income, as reported for Federal income tax purposes, less any income attributable to a spouse or property owned by a spouse, increased by the amount of any tax-exempt interest income received, the amount of losses claimed as a limited partner in a limited partnership, any deduction claimed for depletion, amounts contributed to an IRA or Keogh retirement plan, and alimony paid (but excluding any amounts attributable to a spouse or property owned by a spouse).</i></p>
--	---

# Section 4

State Composite Filing Election

To be completed by all investors

4(a) State Composite Filing Election	
<p><u>Please Check One:</u></p> <p><input type="checkbox"/> I <b><u>DO</u></b> wish to be included</p> <p><input type="checkbox"/> I <b><u>DO NOT</u></b> wish to be included</p>	<p>I understand that the Partnership will be required to file a Partnership income tax return in Pennsylvania.</p> <p><b>RESIDENTS OF PENNSYLVANIA</b> will automatically receive a Pennsylvania resident K-1, which will include their share of the Partnership's income and deductions, to file with their state income tax return. In this case, PA residents will <b>NOT BE INCLUDED</b> in the Partnership's consolidated state income tax return.</p> <p><b>NON-RESIDENTS OF PENNSYLVANIA</b>, who elect to be included in the composite filing, will be included in the Partnership's consolidated state income tax return, which will include their share of the Partnership's income and deductions attributable to Pennsylvania, except if they are a corporate investor. Corporate investors, meaning those who have an Employer Identification Number (EIN) or invest through a corporate entity, are ineligible to be included in the Partnership's state composite return.</p> <p>I understand that by being part of the Partnership's state composite tax return I will not have to file a Pennsylvania nonresident K-1 unless I have income derived from Pennsylvania from other sources, which excludes other MDS Energy Development partnerships and any state income taxes paid on my behalf by the Partnership deemed a cash distribution to me.</p> <p><b><u>Most non-residents will elect to be included, unless they expect to file a Pennsylvania state income tax return.</u></b></p> <p><b><u>PLEASE CONSULT WITH YOUR PERSONAL INCOME TAX ADVISOR OR FINANCIAL ADVISOR BEFORE MAKING THIS ELECTION.</u></b></p>

# Section 5

## Taxpayer Identification Number Certification

To be completed by all investors

Note: If there is a change in circumstances which makes any of the information provided by you in your certification below incorrect, then you are under a continuing obligation so long as you own units in the Partnership to notify the Partnership and furnish the Partnership a new certificate within thirty (30) days of the change.

### 5(a) Certifications

<p>_____ INITIAL HERE</p> <p>_____ INITIAL HERE (co-owner, if any)</p>	<p><b>Under penalties of perjury, I certify that:</b></p> <p>(1) the number provided in my Subscription Agreement is my correct TIN (i.e., social security number or employer identification number);</p> <p>(2) I am a U.S. person (which includes U.S. citizens, resident aliens, entities or associations formed in the U.S. or under U.S. law, and U.S. estates and trusts.)</p>
<p><u>Please Check One:</u></p> <p><input type="checkbox"/> I <b>AM NOT</b> subject to backup withholding as stated to the right.</p> <p><input type="checkbox"/> I <b>AM</b> subject to backup withholding.</p>	<p>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.</p>
<p><u>Please Check One:</u></p> <p><input type="checkbox"/> I <b>AM NOT</b> a foreign partner.</p> <p><input type="checkbox"/> I <b>AM</b> a foreign partner and confirm that I have complied with all the requirements to the right.</p>	<p><b>Foreign Partner.</b> I am at least 21 years of age, and I have provided the Partnership with the appropriate Form W-8 certification or, if a joint account, each joint account owner has provided the Partnership with the appropriate Form W-8 certification, and if any one of the joint account owners has not established foreign status, that joint account owner has provided the Partnership with a certified Taxpayer Identification Number (TIN).</p>

### 5(b) Grantor Trust (if applicable)

<p><u>Please Check One:</u></p> <p><input type="checkbox"/> I <b>AM</b> a Grantor Trust <i>(please complete section 5(b) to the right)</i></p> <p><input type="checkbox"/> I <b>AM NOT</b> a Grantor Trust and am classified as a Non-Grantor Trust</p>	<p><b>U.S. Grantor Trusts. Under penalties of perjury, I certify that:</b></p> <p>(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;</p> <p>(2) under subpart E of subchapter J of the Internal Revenue Code (check only one of the boxes below):</p> <p><input type="checkbox"/> (a) 100% of the trust is treated as owned by me;</p> <p><input type="checkbox"/> (b) the trust is treated as owned in equal shares by me and my spouse; or</p> <p><input type="checkbox"/> (c) _____% of the trust is treated as owned by _____, and the remainder is treated as owned _____% by me and _____% by my spouse); and</p> <p>(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.</p>
---	---

**The Internal Revenue Service does not require your consent to any provision of this Section 5 other than the certifications required to avoid Backup Withholding.**

Investor Signature	Date: _____
Co-Investor Signature	Date: _____

# Section 6

## Notice of Electronic Delivery

## Direct Deposit Information or Alternate Distribution Address

To be completed by all investors

### 6(a) Notice of Electronic Delivery of Funds/Documents/Correspondence

The Managing 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 via mail. 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), and/or by uploading the document(s) to a secure, personalized, online web portal (the "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 Reader® software free of charge at <https://acrobat.adobe.com/us/en/acrobat/pdf-reader.html>.

The Managing General Partner will assist you with electronic delivery of documents free of charge. If you need assistance, please contact us at (855) 807-0807 option 1.

After your subscription is accepted by the partnership, a username and password for your account on the MDS Energy Investor Portal will be provided to you on a secure page of the Managing General Partner's website at [www.mdsed.com](http://www.mdsed.com). You will be able to access and review earnings statements for each 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.

Owner E-mail Address: \_\_\_\_\_

Co-Owner E-mail Address: \_\_\_\_\_

### 6(b) Mandatory Direct Deposit of Partnership Distributions

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

Financial Institution Name: \_\_\_\_\_

Routing Number (nine digits are required): \_\_\_\_\_

Account Number: \_\_\_\_\_

Further Reference: \_\_\_\_\_

Please check the account type: \_\_\_\_\_ Checking/Brokerage \_\_\_\_\_ Savings/ Money Market

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

### 6(c) Alternate Distribution Address (only for clearing accounts without ACH capability)

Financial Institution: \_\_\_\_\_

Account Number: \_\_\_\_\_

For Benefit of (FBO): \_\_\_\_\_

Address: \_\_\_\_\_

### 6(d) Acknowledgement

I/WE HEREBY ACKNOWLEDGE THAT I/WE WILL NOT RECEIVE ANY HARDCOPY (PAPER) CORRESPONDENCE, INCLUDING CHECKS, TAX DOCUMENTS, SCHEDULE K-1s, AND OTHER DOCUMENTS OR CORRESPONDENCE FROM THE MANAGING GENERAL PARTNER. ALL DOCUMENTS WILL BE PROVIDED TO ME ONLINE AT [WWW.MDSED.COM](http://WWW.MDSED.COM) OR SENT VIA ELECTRONIC MAIL (E-MAIL).

Investor's Signature: \_\_\_\_\_

Date: \_\_\_\_\_

Co-Investor's Signature: \_\_\_\_\_

Date: \_\_\_\_\_

# Section 7

## Transfer on Death (TOD) Designation

(Optional)

Signatures must be notarized for this TOD form to be accepted.

The undersigned account owner(s) on \_\_\_\_\_, 2018 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)

\*\*\*\*\*  
**ACCOUNT OWNER SIGNATURE AND NOTARY ACKNOWLEDGEMENT:**

\_\_\_\_\_  
Signature (NOTARY SEAL)

\_\_\_\_\_  
Print Name

State/Commonwealth of \_\_\_\_\_  
County of \_\_\_\_\_

On the \_\_\_\_\_ day of \_\_\_\_\_, 2018 before me, \_\_\_\_\_, a notary public duly appointed by and commissioned in the State/Commonwealth of \_\_\_\_\_ and the undersigned officer hereto, personally appeared \_\_\_\_\_, who satisfactorily proved himself/herself to be the person whose name is subscribed to this Transfer on Death form, and acknowledged he/she executed the same for the purposes contained herein.

\_\_\_\_\_  
Notary Public

\*\*\*\*\*  
**ACCOUNT CO-OWNER SIGNATURE AND NOTARY ACKNOWLEDGEMENT:**

\_\_\_\_\_  
Signature (NOTARY SEAL)

\_\_\_\_\_  
Print Name

State/Commonwealth of \_\_\_\_\_  
County of \_\_\_\_\_

On the \_\_\_\_\_ day of \_\_\_\_\_, 2018 before me, \_\_\_\_\_, a notary public duly appointed by and commissioned in the State/Commonwealth of \_\_\_\_\_ and the undersigned officer hereto, personally appeared \_\_\_\_\_, who satisfactorily proved himself/herself to be the person whose name is subscribed to this Transfer on Death form, and acknowledged he/she executed the same for the purposes contained herein.

\_\_\_\_\_  
Notary Public

## Section 8

### Registered Representative Information

#### TO BE COMPLETED BY THE REGISTERED REPRESENTATIVE (For Commission and Other Purposes)

I hereby represent that I have discharged my affirmative obligations under Rule 2310(b)(2)(B) and (b)(3)(D) of the FINRA Conduct Rules and specifically have obtained information from the above-named subscriber concerning his/her age, net worth, annual income, federal income tax bracket, investment objectives, investment portfolio, and other financial information and have determined that an investment in the Partnership is suitable for such subscriber, that such subscriber is or will be in a financial position to realize the benefits of this investment, and that such subscriber has a fair market net worth sufficient to sustain the risks for this investment. I have also informed the subscriber of all pertinent facts relating to the liquidity and marketability of the Partnership and an investment in the Partnership, of the risks of unlimited liability regarding an investment as an Investor General Partner, and of the passive loss limitations for tax purposes of an investment as a Limited Partner.

Name of Registered Representative(s)		Name of Broker/Dealer:	
Registered Representative CRD Number(s)		Broker/Dealer CRD Number:	
Signature of Registered Representative(s)			
Registered Representative Office Address:			
Rep Phone No.:	Rep Fax No.:	Broker/Dealer Phone No.	Broker/Dealer Fax No.
Registered Representative E-mail Address(es)			
Company Name (if other than Broker/Dealer Name):			

### Note to Registered Representatives:

You may gain access to all of your client's investment information (for this and prior investment partnerships), including distribution statements and K-1 tax information via our online web portal.

This can be found at <http://www.mdsed.com/fp>.

To sign up, and verify all of your clients are listed on your account, please contact our transfer agent Great Lakes Fund Solutions, Inc. at 847-265-5000 or email [compliance@glfsi.com](mailto:compliance@glfsi.com).



# Section 9

## Annex A - Representations

### GENERAL LEGEND

The Units have not been registered with, approved or disapproved by the Securities and Exchange Commission or by the securities administrator of any state, and neither has determined whether this private placement memorandum is truthful or complete. Any representation to the contrary is a criminal offense. The Units involve a high degree of risk. There is no public market for the Units. In making an investment decision you must rely on your own examination of the Partnership and the terms of the offering, including the merits and risks involved. The Units are restricted securities, and you may not transfer or resell them except as permitted under the Securities Act of 1933, as amended, and applicable state securities laws, pursuant to registration or exemption therefrom. The sale or other transfer of the Units is also restricted by the Limited Partnership Agreement. You will be required to bear the financial risks of this investment for an indefinite period of time.

### SECTION A

#### REPRESENTATIONS MADE BY ALL INVESTORS

1. I represent, warrant, and confirm that the information contained in this subscription agreement is complete, accurate, and may be relied on by the partnership and the managing general partner and I will notify the partnership and the managing general partner immediately of any material adverse change in any of the information contained in this subscription agreement occurring before the acceptance of my subscription.
2. I represent, warrant, and confirm that I will provide any further necessary information as may be requested by the partnership, the managing general partner, or their counsel to verify the information contained in this subscription agreement.
3. I represent, warrant, and confirm that I have received and reviewed a copy of the private placement memorandum describing the partnership, the offering of the units, and all exhibits to the private placement memorandum, including the partnership agreement attached as Exhibit (A) to the private placement memorandum. I understand that the units will be offered to other investors on the same terms and in the same manner as they are being offered to me and as described in the private placement memorandum.
4. I represent, warrant and confirm that I understand and have fully considered for purposes of this investment the "Risk Factors" set forth in the private placement memorandum including those set forth below.
  - a. These are speculative securities and involve a high degree of risk, including the risk that the price of natural gas and oil will decrease.
  - b. The partnership's drilling activities involve the possibility of a partial or total loss of my investment, because the partnership may drill wells that:
    - i. are productive but do not produce enough revenue to return the investment made (i.e., wells which do not payout); and/or
    - ii. are not productive (i.e., dry holes).
  - c. The Partnership's revenues are directly related to:
    - i. its ability to market the natural gas and oil; and
    - ii. the price of natural gas and oil, which is volatile and cannot be predicted with certainty. If natural gas and oil prices decrease or the partnership is unable to market the natural gas and oil, then my investment return will decrease
  - d. The managing general partner proposes to drill primarily horizontal gas wells in the Marcellus Shale primary area. The managing general partner, however, has limited experience in drilling and operating horizontal gas wells and will depend on certain services provided by independent third-party consultants in drilling horizontal wells.
  - e. Most, if not all, of the partnership's wells will be drilled horizontally to the Marcellus Shale geological formation in western Pennsylvania, which will provide little or no geological diversification of risk and will be classified as dry natural gas wells that may produce some oil or natural gas liquids.
  - f. Because the purchase of the units involves a high level of risk, I must meet strict suitability standards
  - g. The managing general partner will have exclusive management and control over all aspects of the partnership's business.
  - h. If I invest as an investor general partner, then I will have unlimited joint and several liability for all obligations and liabilities arising from the conduct of partnership operations. A joint and several liability means generally that a person with a claim against the partnership may sue all or any one or more of the partnership's general partners, including me, for the entire amount of the liability. If these liabilities exceed the partnership's assets, any insurance proceeds and the managing general partner's indemnification of me and the other investor general partners, then I could incur liability in excess of my subscription amount
  - i. I must make a long-term investment commitment, because of the lack of liquidity or a market for the units.
  - j. There is a lack of asset diversification and a concentration of investment risk, which is increased if less than the maximum subscription proceeds are received and fewer wells drilled. On the other hand, a larger amount of subscription proceeds will create a greater burden on the managing general partner's ability to find satisfactory prospects and to manage the partnership.
  - k. Certain conflicts of interest exist between the managing general partner and me and the other investors, and procedures to resolve the conflicts are limited.
  - l. Natural gas and oil operations in the United States are subject to extensive government regulation, and pollution and environmental laws could have an adverse effect on the partnership's activities.
  - m. The managing general partner and its affiliates can be expected to profit from the partnership for their services in drilling, completing, and operating the wells under the drilling and operating agreement along with other service fees, regardless of the success of the partnership's wells.
  - n. I and the other investors and the managing general partner will share in costs disproportionately to our sharing of revenues.
  - o. "Appendix A" to the private placement memorandum identifies certain horizontal wells that may be drilled in the Marcellus Shale primary area in Pennsylvania and the managing general partner has the right to substitute and/or add wells, including vertical or other horizontal wells in the Marcellus Shale primary area or elsewhere in the United States, or any combination of the foregoing. Thus, I will not be able to review the relevant geological and production data related to any substituted or additional wells that have not been identified in Appendix A.

# Section 9

## Annex A - Representations (continued)

- p. My monthly cash distributions (quarterly later on), which are not guaranteed, may be reduced or deferred if partnership revenues are used for repayment of borrowings, cost overruns, operations or reserves, partnership administration, or indemnification of the managing general partner.
  - q. The managing general partner's subordination of a portion of its share of partnership net production revenues is not a guarantee of partnership distributions to me. Even with subordination my cash flow may be very small and I may not receive either the targeted return for any of the five consecutive 12-month subordination periods or a return of my investment over the life of the partnership if:
    - i. the wells produce small natural gas and oil volumes; and/or
    - ii. natural gas and oil prices decrease.
  - r. Some classes of investors, including the managing general partner and its officers as described in "Plan of Distribution," may buy units sold in this offering at discounted prices. In this regard, investors who pay discounted prices for their units will receive higher returns on their investments in the partnership as compared to investors who pay the entire \$20,000 per unit.
  - s. Subject to certain conditions, beginning in 2023 I may present my units to the managing general partner for purchase. There is a risk that the managing general partner will either not have the necessary cash flow or be able to borrow funds or arrange other consideration for this purpose on reasonable terms as determined by it in its sole discretion. If any of these events happen, then the managing general partner is able to suspend the presentment feature.
  - t. If the partnership is audited, then there is a risk that the IRS will challenge my deductions, including the amount of my share of the partnership's deduction for intangible drilling costs and depreciation.
  - u. Changes in the federal income tax laws may reduce the tax benefits from my investment in the partnership.
  - v. My deduction for intangible drilling costs cannot reduce my alternative minimum taxable income by more than 40% under current tax law.
  - w. If I invest as a limited partner (unless I am a C corporation, including a closely held C corporation, and I and my tax advisors have determined that I am exempted), I may not have enough passive income in 2018 to offset a portion or all of my passive share of the partnership's deductions for intangible drilling costs and depreciation in 2018.
5. I represent, warrant, and confirm that I:
- a. am an accredited investor;
  - b. am subscribing for units for investment purposes only and not for resale or distribution; and
  - c. have adequate means of providing for my current needs and personal contingencies, and do not anticipate that I will have a need to liquidate or transfer my units.
6. I represent, warrant, and confirm that I was not solicited to purchase units by any form of general solicitation or general advertising, including, but not limited to:
- a. any advertisement, article, notice or other communication published in any newspaper, magazine, or similar media or broadcast over television or radio;
  - b. any seminar or meeting whose attendees had been invited by any general solicitation or general advertising; or
  - c. any public offering registered or in registration with the Securities and Exchange Commission.
7. I recognize and acknowledge my understanding of the speculative nature and risks of loss associated with this type of investment, and I represent, warrant, and confirm that:
- a. the units I have subscribed for constitute an investment that is suitable and consistent with my overall investment program; and
  - b. my financial situation enables me to bear the risks of this investment, which may include the total loss of my subscription.
8. I represent, warrant, and confirm that in making my decision to purchase units:
- a. I have relied on independent investigations made by me or my representatives, including my own professional tax and business advisors;
  - b. I or my representatives have been given the opportunity to examine all relevant documents and to ask questions of, and to receive answers from, the managing general partner or any person(s) acting on its behalf concerning the terms and conditions of this offering or any other matter set forth in the private placement memorandum, and to obtain any additional information necessary to verify the accuracy of the information set forth in the private placement memorandum; and
  - c. no representations have been made to me concerning the units, the partnership's business, or other matters, except as set forth in the private placement memorandum.
9. I represent, warrant, and confirm that the amounts committed to be contributed by me to the partnership were not and are not directly or indirectly derived from activities that may contravene federal, state or international laws and regulations, including anti-money laundering laws and regulations.
10. I represent, warrant, and confirm that in making my investment decision to purchase units:
- a. I have solely relied on the private placement memorandum, which I have read and understand; and
  - b. I understand that no one is authorized to provide me with information that is different from the private placement memorandum.
11. I understand that the only authorized sales material consists of:
- a. a brochure, PowerPoint presentation, partnership fact sheet, a form e-mail, and a video, all entitled "MDS 2018-Marcellus Shale Development, LP"; and
  - b. possibly other supplementary materials.
- I further understand that the sales materials are not intended to be complete since the offering of units is only made by the private placement memorandum.