



west virginia department of environmental protection

Office of Oil and Gas
601 57th Street SE
Charleston, WV 25304
(304) 926-0450
(304) 926-0452 fax

Earl Ray Tomblin, Governor
Randy C. Huffman, Cabinet Secretary
www.dep.wv.gov

PERMIT MODIFICATION APPROVAL

July 22, 2015

ANTERO RESOURCES CORPORATION
1615 WYNKOOP STREET
DENVER, CO 80202

Re: Permit Modification Approval for API Number 3305868, Well #: SPERRY DEEP 1

Change well type to UIC

Oil and Gas Operator:

The Office of Oil and Gas has reviewed the attached permit modification for the above referenced permit. The attached modification has been approved and well work may begin. Please be reminded that the oil and gas inspector is to be notified twenty-four (24) hours before permitted well work is commenced.

Please call James Martin at 304-926-0499, extension 1654 if you have any questions.

Sincerely,

A handwritten signature in blue ink that reads "Gene Smith".

Gene Smith
Assistant Chief of Permitting
Office of Oil and Gas

Promoting a healthy environment.

07/24/2015

OFFICE USE ONLY

DRILLING PERMIT

Permit Number _____ Date: _____

This permit covering the well operator and well location shown below is evidence of permission granted to drill in accordance with the pertinent legal requirements subject to the conditions contained herein and on the reverse hereof. Notification must be given to the District Oil & Gas Inspector, (Refer to No. 9) prior to the construction of roads, locations, pits for any permitted work. In addition, the Well Operator or his contractor shall notify the proper District Oil & Gas Inspector 24 hours before actual permitted work has commenced.

The permitted work is as described in the Notice of Application, plat and (if required) Construction and Reclamation Plan, subject to any modifications and conditions specified below.

Permit Expires _____ unless well work is commenced prior to that date and prosecuted with due diligence.

Bond	Agent	Plat	Casing	Fee
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CHIEF, OFFICE OF OIL & GAS

Note: Keep One Copy of this permit posted at the drilling location.

PERMIT MODIFICATIONS AND CONDITIONS (IF ANY) TO THE PROPOSED WELL WORK

OFFICE USE ONLY

This part of Form IV-3(b) is to record the dates of certain occurrences and any follow-up inspections.

	Date	Follow-up Inspection(s)	Date
Application Received	_____		
Well Work Started	_____	"	
Total Depth Reached	_____	"	
Well Record Received	_____	"	
Reclamation Completed	_____	"	

Received
 Office of Oil & Gas
 JUL 06 2015

OTHER INSPECTIONS

Reason: _____
 Reason: _____

**INFORMATION SUPPLIED UNDER WEST VIRGINIA CODE
Chapter 22, Article 6, Section 8(d)
IN LIEU OF FILING LEASE(S) AND OTHER CONTINUING CONTRACT(S)**

Under the oath required to make the verification on page 1 of this Notice and Application, I depose and say that I am the person who signed the Notice and Application for the Applicant, and that –

- (1) the tract of land is the same tract described in this Application, partly or wholly depicted in the accompanying plat, and described in the Construction and Reclamation Plan;
- (2) the parties and recordation data (if recorded) for lease(s) or other continuing contract(s) by which the Applicant claims the right to *inject into the Huntersville & Oriskany formations

Grantor, Lessor, etc.	Grantee, Lessee, etc.	Royalty	Book/Page
Mary Lou Smith Contract Mary Lou Smith	Antero Resources Corporation	N/A	1556/1278

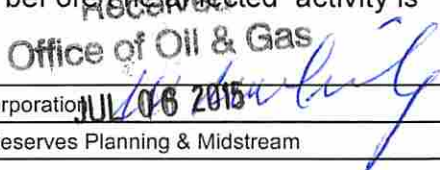
**Acknowledgement of Possible Permitting/Approval
In Addition to the Office of Oil and Gas**

The permit applicant for the proposed well work addressed in this application hereby acknowledges the possibility of the need for permits and/or approvals from local, state, or federal entities in addition to the DEP, Office of Oil and Gas, including but not limited to the following:

- WV Division of Water and Waste Management
- WV Division of Natural Resources
- WV Division of Highways
- U.S. Army Corps of Engineers
- U.S. Fish and Wildlife Service
- County Floodplain Coordinator

The applicant further acknowledges that any Office of Oil and Gas permit in no way overrides, replaces, or nullifies the need for other permits/approvals that may be necessary and further affirms that all needed permits/approvals should be acquired from the appropriate authority before the affected activity is initiated.

Well Operator:
By: Its:


 Antero Resources Corporation
 Ward McNeilly, VP, Reserves Planning & Midstream

MEMORANDUM OF INJECTION AND EASEMENT AGREEMENT

THIS MEMORANDUM OF INJECTION AND EASEMENT AGREEMENT ("Memorandum"), dated this 2nd day of June, 2015, by and between Mary Lou Smith, whose address is 1579 Duck Creek Road, Lost Creek, WV 26385, hereinafter referred to individually and/or collectively as "Grantor" and Antero Resources Corporation, whose address is 1615 Wynkoop Street, Denver, CO 80202, hereinafter referred to as "Grantee".

WITNESSETH:

WHEREAS, Grantor has entered into an Injection and Easement Agreement with Grantee dated effective as of 2nd day of June, 2015, (the "Agreement") and

WHEREAS, for good and valuable consideration, the receipt of which having been acknowledged and accepted by the Grantor, the Grantor did grant, demise, lease and let exclusively unto Grantee the right to inject, store and dispose of flowback water, produced water, brine or other related products (which are neither fresh water bearing nor contain oil or gas in commercial quantities), located and being within the subsurface zones or depths commencing at the base of the Onondaga formation and extending to the base of the Oriskany formation (the "Injection Horizon"), underlying the lands hereinafter described; together with the right and easement to construct, operate, repair, maintain, resize and remove and all other rights and privileges necessary, incident to, or convenient for the economical operation of the lands, alone or conjointly with neighboring lands for these purposes;

WHEREAS, said lands being described in the Agreement as situated on the waters of Sycamore in the District of Union, County of Harrison, State of West Virginia, and being bounded now or formerly substantially as follows, to wit:

On the North by lands of: Nancy Powers and James Guzzi et al.
On the East by lands of: Burl Post et al.
On the South by lands of: Mountain Lakes LLC
On the West by lands of: Aubrey E. Post

Said lands, as of the date of the Agreement being identified for tax purposes as tract or parcel number 20-343-21; 20-344-35, 36, 37 and 38. Notwithstanding said tax map and parcel designation, the Agreement shall be effective as to the tract actually owned by Grantor whether or not the tax map designation correctly identifies the location or acreage of the tract. Being also the same interest acquired by the Grantor by Will dated May 16, 1955 and recorded in the Office of the Clerk of the County Commission in and for Harrison County, State of West Virginia, in Will Book 98, Page 737, and furthermore in Appraisal Book 382, Page 551, dated February 28, 1994 and Will Book 177, Page 1179, dated April 2, 2013. For all purposes of the Agreement, including determining any payments thereunder, said land shall be deemed to contain 381.51 acres whether it actually contains more or less. For all purposes of this Memorandum, references to water shall mean to include flowback water, produced water, brine, and all substances which are constituents or byproducts of oil or gas production (which are neither fresh water bearing nor contain oil or gas in commercial quantities), whether similar or dissimilar, or produced in a gaseous, liquid, or solid state (as further defined in Paragraph 1 of the Agreement);

WHEREAS, the primary term of said Agreement commenced June 2, 2015 for a term of Two (2) years, and will expire June 1, 2017. The primary term of the Agreement shall be extended for as long thereafter as water is being injected in and under the lands or lands pooled therewith; or as long as drilling operations are continuously prosecuted as provided in the Agreement; or as long as the Agreement is being operated or otherwise maintained by Grantee, its successors or assigns, unless earlier terminated as provided therein;

WHEREAS, pursuant to the terms of the Agreement, nothing therein shall be construed to preclude the Grantor or his heirs, successors and assigns from drilling a well or wells through the Injection Horizon subject to this easement to any oil or natural gas bearing zones located beneath the easement. In the event that the Grantor or his heirs, successors and assigns desire to drill through the easement to access deeper producing zones, the operator of such well or wells shall comply with all then existing requirements of West Virginia law regarding the drilling of Deep Wells and/or wells within water bearing zones or reservoirs. The operator should be aware that higher pressures may be encountered upon reaching the Injection Horizon, and appropriate equipment should be made available on location and suitable precautions should be taken. The Injection Horizon must be cased and cemented at least 200 feet above the top and bottom of the Injection Horizon. Cement must be allowed to sit for at least 36 hours without drilling activity, and a cement bond log should be run to confirm overall cement quality. Grantee or its heirs, successors and assigns must be notified in writing sixty (60) days prior to any operators commencement of drilling activity through the Injection Horizon, and shall be entitled to have an inspector or representative present at all times during such drilling and cementing. Copies of all logs shall be provided to Grantee and Grantee further reserves the right to run additional logs or tests at its own expense, upon reasonable request to do so; and

07/24/2015

WHEREAS, the parties hereto incorporate all terms, covenants, provisions, conditions and payments as set forth in the Agreement by reference as though fully written and set forth herein. In the event the Agreement is amended or supplemented by written instrument executed by the parties in interest thereto or assigned or terminated in any manner permitted under the terms thereof, then without any further act or instrument whatsoever, this Memorandum shall likewise and to the same effect be amended, assigned or terminated, as the case may be. This Memorandum is executed in simplified short form for the convenience of the parties and for the purpose of recording the same and this Memorandum shall not in any way have the effect of modifying, supplementing or abridging the Agreement or any of its provisions now or hereafter in force and effect.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands the day and year first above written, signed and acknowledged in the presence of:

Grantor:

WITNESS

Melissa Shiffa

Mary Lou Smith
Mary Lou Smith

Grantee:

ANTERO RESOURCES CORPORATION

Margaret Jay Berry

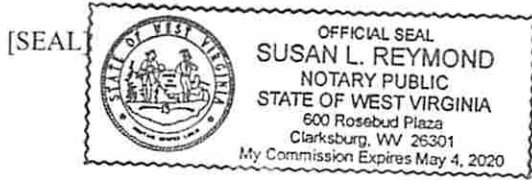
Brian A. Kuhn
By: Brian A. Kuhn
Title: Vice President - Land

INDIVIDUAL ACKNOWLEDGEMENT

STATE OF WV)
COUNTY OF Harrison)

The foregoing instrument was acknowledged before me this 5th day of June, 2015, by Mary Lou Smith.

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



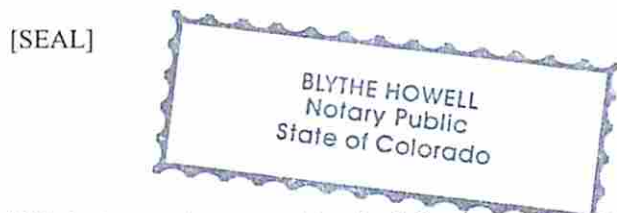
Susan L. Reymond
Notary Public
My Commission Expires: May 4, 2020

CORPORATE ACKNOWLEDGEMENT

STATE OF COLORADO)
COUNTY OF Denver)

On this 2nd day of June, 2015, before me Blythe Howell, the undersigned Notary, did personally appeared Brian A. Kuhn, who acknowledged himself to be the Vice President - Land of Antero Resources Corporation, a corporation, and that he, as such Vice President, being authorized to do so, executed the foregoing instrument for the purposes therein contained on behalf of the corporation, by signing the name of the corporation by himself as Vice President - Land.

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



Blythe Howell
Notary Public
My Commission Expires: 4/15/16

This instrument prepared by the following; when recorded, please return to:

Antero Resources Corporation
1615 Wynkoop Street
Denver, CO 80202

07/24/2015



Please Return To
Antero Resources
P. O. Box 410
Bridgeport, WV 2330

INJECTION AND EASEMENT AGREEMENT

This Injection and Easement Agreement (this "Agreement"), made and entered into this 2nd day of June, 2015 ("Effective Date"), by and between **Mary Lou Smith**, 1579 Duck Creek Road, Lost Creek, WV 26385, hereinafter referred to individually and/or collectively as "Grantor" and **Antero Resources Corporation**, 1615 Wynkoop Street, Denver, CO 80202, hereinafter referred to as "Grantee" WITNESSETH THAT:

1. **Granting Right.** Grantor, for and in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration, the receipt of which is hereby acknowledged, and the covenants herein contained, hereby grants, demises, leases and lets exclusively unto Grantee the right to inject, store and dispose of flowback water, produced water, brine or other related products (which are neither fresh water bearing nor contain oil or gas in commercial quantities), located and being within the subsurface zones or depths commencing at the base of the Onondaga formation and extending to the base of the Oriskany formation (the "Injection Horizon"), underlying the lands hereinafter described; together with the right and easement to construct, operate, repair, maintain, resize and remove and all other rights and privileges necessary, incident to, or convenient for the economical operation of the lands, alone or conjointly with neighboring lands for these purposes, said lands being situated on the waters of Sycamore in the District of Union, County of Harrison, State of West Virginia, and being bounded now or formerly substantially as follows, to wit:

On the North by lands of Nancy Powers and James Guzzi et al.
On the East by lands of Burl Post et al.
On the South by lands of Mountain Lakes LLC
On the West by lands of Aubrey E. Post

Said lands being identified for tax purposes as tract or parcel number 20-343-21; 20-344-35, 36, 37 and 38 as of the date of this Agreement. Notwithstanding said tax map designation, this Agreement shall be effective as to the tract actually owned by Grantor whether or not the tax map designation correctly identifies the location or acreage of the tract. Being also the same interest acquired by the Grantor by Will dated May 16, 1955 and recorded in the Office of the Clerk of the County Commission in and for Harrison County, State of West Virginia, filed as Will Book 98, Page 737, and furthermore in Appraisal Book 382, Page 551, dated February 28, 1994 and Will Book 177, Page 1179, dated April 2, 2013. For all purposes of this Agreement, including determining any payments thereunder, said land shall be deemed to contain 381.51 gross acres whether it actually contains more or less. For all purposes of this Agreement, references to water shall mean to include flowback water, produced water, brine, and all substances which are constituents or byproducts of oil or gas production (which are neither fresh water bearing nor contain oil or gas in commercial quantities), whether similar or dissimilar or produced in a gaseous, liquid, or solid state.

2. **Term.** This Agreement shall remain in force for a term of Two (2) years from the Effective Date (herein called the "primary term"), and as long thereafter as water is being injected in and under the lands or lands pooled therewith, or this Agreement is otherwise being maintained in effect or sooner terminated pursuant to the provisions hereof. As used herein, "drilling operations" include operations for the drilling of a new well, the reworking, deepening, converting or plugging back of a well or hole or other operations conducted in an effort to obtain or reestablish injectivity of water therein. Drilling operations shall be considered to be "continuously prosecuted" if not more than 120 days shall elapse between the completion or abandonment of one well or hole and the commencement of drilling operations on another well or hole.

3. **Consideration.** The consideration to be paid by Grantee on all water being injected in and under the lands or lands pooled therewith, shall be \$0.050 per barrel of water, calculated, metered and delivered at the wellhead or into the pipeline to which the wellhead may be connected. For the purposes of determining payments hereunder, one barrel of water shall be deemed to contain forty-two (42) gallons. The depositing of such payments hereunder in any post office addressed as above set forth shall be deemed payment or tender as herein provided. Notwithstanding the death of Grantor, payment or tender to the deceased Grantor shall be binding on the heirs, devisees, executors, administrators and personal representatives of Grantor and his successors in interest. It is agreed that Grantee may inject or not inject water in and under the subject lands or lands pooled therewith, as it may elect, and that the consideration paid or tendered herein constitutes adequate compensation for such privilege. No implied covenant shall be read into this Agreement requiring Grantee to drill, inject or to continue injecting water in and under said land or land pooled therewith, or fixing the measure of diligence necessary on Grantee's part.

4. **Cessation of Operations.** If during the last year of the primary term and prior to the commencement of water injection on said lands or lands pooled therewith, Grantee should drill an unsuccessful injection well thereon, or, if after water injection either before or during the last year of the primary term should cease, no payment or operations are necessary in order to keep this Agreement in force during the remainder of the primary term. If, at the expiration of the primary term, Grantee has commenced operations for drilling a new injection well or reworking or converting an old well into a water injection well, this Agreement shall continue in force as long as such drilling or reworking or converting operations continue, or if after the expiration of the primary term, water injection shall cease, this Agreement shall continue in force if drilling or reworking or converting operations are commenced within 120 consecutive days after such cessation of water injection; if water injection is restored or additional water injectivity is discovered as a result of any such drilling or reworking or converting operations, conducted without cessation of more than 120 consecutive days, this Agreement shall continue as long thereafter as water is injected and as long as additional drilling or reworking or converting operations are continued without cessation for more than 120 consecutive days.

5. **Assignment.** The rights of either party hereunder may be assigned, in whole or in part, and the provisions hereof shall extend to the heirs, successors and assigns, of the parties hereto, but no change in division of ownership of the land or payments, however accomplished, shall operate to enlarge the obligations or diminish the rights of Grantee. No change in the ownership of the land, or any interest herein, shall be binding on Grantee until thirty (30) days after Grantee shall have been furnished by registered U.S. Mail at Grantee's principal place of business with a certified copy of all recorded instruments, all court proceedings and all other necessary evidence of any transfer, inheritance or sale of said rights. In the event of the assignment of this Agreement as to a segregated portion of said land, the consideration provided in Paragraph 3 shall be apportioned among the several owners according to their respective mineral/royalty acreage attributable to each and in compliance with the provisions of Paragraph 7. In case Grantee assigns this Agreement, in whole or in part, Grantee shall be relieved of all obligations with respect to the assigned portion or portions arising subsequent to the effective date of assignment. 07/24/2015

6. **Surrender.** Grantee may, at any time or from time to time, execute and deliver to Grantor or place of record a surrender covering all or any part of the lands subject to this Agreement and thereupon shall be relieved of all obligations thereafter to accrue with respect to the lands so surrendered.

7. **Pooling.** Grantor grants unto Grantee the right to create or form a pool, unit or setback area for the injection, storage or disposal of water under said lands and all or any part of any adjoining lands, whether contiguous or non-contiguous, held by Grantee or other surface or mineral owners under other agreements, when in Grantee's judgement or if required or prescribed by governmental authority, it is necessary or advisable to create or form such pool, unit or setback area to utilize and operate efficiently such lands, for the purposes provided herein. Grantee may form any pool, unit, or setback area before or after completion of an injection well thereon by recording in the county wherein the pooled land(s) are located, a declaration of such pooling or area. Notwithstanding anything contained herein to the contrary, the consideration provided for in Paragraph 3 and any other payments described herein shall be calculated, tendered and/or paid to Grantor in the proportion that Grantor's mineral/royalty acreage in the pooled area(s) bears to the total mineral/royalty acreage within the pooled area. Grantee shall have the right to reduce, enlarge, or modify such pool(s) at any time, and the provided consideration and any other such payments calculated, tendered or paid thereafter shall then be based upon the proportionate mineral/royalty acreage and interests in the revised pool or area.
8. **Shut-In Payment.** After the expiration of the primary term hereof, when water is not being injected or used and the well or wells are shut-in and there is no current operations on said lands or lands pooled therewith sufficient to keep this Agreement in force, Grantee shall pay or tender a shut-in payment of Twenty-Five Dollars (\$25.00) per year per net acre retained hereunder, such payment or tender to be made on or before the anniversary date of this Agreement next ensuing after the expiration of ninety (90) days from the date such well is shut-in and thereafter on the anniversary date of this Agreement during the period such well is shut in, to Grantor. When such payment or tender is made it will be considered that water is being injected within the meaning of the entire Agreement. Notwithstanding any other provision to the contrary, this Agreement shall not terminate because of a failure to properly or timely make shut-in payments unless Grantor shall have given Grantee written notice of such failure to properly or timely make such shut-in payment and Grantee shall have failed for a period of sixty (60) days after receipt of such notice to tender such late payment or such payment in the proper amount, together with a late or improper payment penalty of \$100.00.
9. **Adverse Claim.** If Grantee receives written notice of an adverse claim to the lands, affecting all or any part of the payments due hereunder, Grantee may, at its sole discretion, withhold payments or delivery of same without obligation to pay interest or penalty until such time as Grantor's ownership is determined by compromise, or by final decree of a court of competent jurisdiction, or Grantee may file a petition or interpleader. Grantee shall in no event be liable for any interest or penalty for any such amounts withheld and this Agreement shall remain in full force and effect.
10. **Force Majeure.** Should Grantee be prevented from complying with any expressed or implied covenant of this Agreement, or by operation of force majeure, or because of any federal or state law or any order, rule or regulation of a governmental authority, then while so prevented, Grantee's obligations to comply with such covenant shall be suspended, and Grantee shall not be liable in damages for failure to comply therewith; and this Agreement shall be extended while and so long as Grantee is prevented by any such cause and the time while Grantee is so prevented shall not be counted against Grantee.
11. **Consent and Cooperation in Permitting.** Grantor hereby agrees to consent and reasonably cooperate with Grantee during the permitting and/or commentary process of its injection facilities and/or operations with local, state and federal authorities, and to execute any necessary documents required by governmental authorities evidencing Grantor's support of same. Grantor shall not be required to incur any costs that may be associated with its consent and cooperation contemplated in this Paragraph.
12. **Indemnification.** To the maximum extent permitted by law, Grantee will indemnify, defend and hold Grantor, and if applicable, Grantor's officers, directors, employees, agents, successors and assigns harmless from and against all claims, liabilities, demands, suits, losses, damages and costs (including, without limitation, reasonable attorney fees) which may arise out of, or be related to Grantee's water injection operations on or under the subject property, including, without limitation, any claims that Grantee's operations hereunder are either illegal, unauthorized, or constitute an improper interference with any party's rights, or have damaged the lands or operations of adjacent landowners.
13. **Recording.** This Agreement may not be recorded without the prior written consent of Grantor and Grantee, except that Grantee may record a Memorandum of Injection and Easement Agreement, setting out in general terms the intent of this Agreement and any third party notification and/or requirements, as set forth in Paragraphs 1, 2 and 14.
14. **Drill Through Injection Horizon.** This Agreement shall not be construed to preclude the Grantor or his heirs, successors and assigns from drilling a well or wells through the Injection Horizon subject to this easement to any oil or natural gas bearing zones located beneath the easement. In the event that the Grantor or his heirs, successors and assigns desire to drill through the easement to access deeper producing zones, the operator of such well or wells shall comply with all then existing requirements of West Virginia law regarding the drilling of Deep Wells and/or wells within water bearing zones or reservoirs. The operator should be aware that higher pressures may be encountered upon reaching the Injection Horizon, and appropriate equipment should be made available on location and suitable precautions should be taken. The Injection Horizon must be cased and cemented at least 200 feet above the top and bottom of the Injection Horizon. Cement must be allowed to sit for at least 36 hours without drilling activity, and a cement bond log should be run to confirm overall cement quality. Grantee or its heirs, successors and assigns must be notified in writing sixty (60) days prior to any operators commencement of drilling activity through the Injection Horizon, and shall be entitled to have an inspector or representative present at all times during such drilling and cementing. Copies of all logs shall be provided to Grantee and Grantee further reserves the right to run additional logs or tests at its own expense, upon reasonable request to do so.
15. **Existing Lease.** The parties hereby acknowledge that there is an existing oil and gas lease covering the subject lands, by and between A.A. Post and L.V. Post, his wife and Reserve Gas Company, dated June 10, 1910, recorded in Deed Book 193, Page 437, in the Office of the Clerk of the County Commission of Harrison County, West Virginia (the "Lease"). Grantor and Grantee have acquired or otherwise own an interest in all or a portion of the lands covered by the Lease, however, the parties hereby agreed to acknowledge and stipulate that the Lease and this Agreement shall each continue in force and effect according to their respective terms and conditions, and shall be independent of the other. Notwithstanding the expiration or termination of the Lease, this Agreement shall continue in force and effect according to its terms, and vice versa.
16. **Compliance with Statutes.** It is agreed between the parties hereto that in the event any provision or portion of this Agreement is determined by a court of competent jurisdiction, regulatory agency, regulatory body, or legislative body to be in violation of local, state or federal statute, rule or regulation, the relevant portion of the subject provision or portion of this Agreement which is not in compliance with such statute, rule or regulation shall be severed from this Agreement to the extent necessary to comply with such statute, rule or regulation, and this Agreement shall continue in full force and effect as amended.

07/24/2015
SS

IN WITNESS WHEREOF, Grantor and Grantee have executed this Agreement effective as of the date above written.

GRANTOR

GRANTEE

Antero Resources Corporation



Mary Lou Smith



By: Brian A. Kuhn
Title: Vice President - Land 

07/24/2015

WW-9
(2/15)

API Number 47 - 033 - 05868
Operator's Well No. Sperry Deep #1

STATE OF WEST VIRGINIA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
OFFICE OF OIL AND GAS

FLUIDS/ CUTTINGS DISPOSAL & RECLAMATION PLAN

Operator Name Antero Resources Corporation OP Code 494507062

Watershed (HUC 10) Middle West Fork River Quadrangle West Milford

Do you anticipate using more than 5,000 bbls of water to complete the proposed well work? Yes No

Will a pit be used? Yes No

If so, please describe anticipated pit waste: No pit will be used at this site (Drilling and Flowback Fluids will be stored in tanks. Cuttings will be tanked and hauled off site.)

Will a synthetic liner be used in the pit? Yes No If so, what ml.? N/A

Proposed Disposal Method For Treated Pit Wastes:

- Land Application
- Underground Injection (UIC Permit Number _____)
- Reuse (at API Number Future permitted well locations when applicable. API# will be provided on Form WR-34)
- Off Site Disposal (Supply form WW-9 for disposal location) (Meadowfill Landfill Permit #SWF-1032-98)
- Other (Explain _____)

Will closed loop system be used? If so, describe: Yes

*SDW
7/6/2015*

Drilling medium anticipated for this well (vertical and horizontal)? Air, freshwater, oil based, etc.

Surface - Air/Freshwater, Intermediate - Dust/Stiff Foam, Production - Water Based Mud

-If oil based, what type? Synthetic, petroleum, etc. N/A

Additives to be used in drilling medium? Please See Attachment

Drill cuttings disposal method? Leave in pit, landfill, removed offsite, etc. Stored in tanks, removed offsite and taken to landfill

-If left in pit and plan to solidify what medium will be used? (cement, lime, sawdust) N/A

-Landfill or offsite name/permit number? Meadowfill Landfill (Permit #SWF-1032-98)

Permittee shall provide written notice to the Office of Oil and Gas of any load of drill cuttings or associated waste rejected at any West Virginia solid waste facility. The notice shall be provided within 24 hours of rejection and the permittee shall also disclose where it was properly disposed.

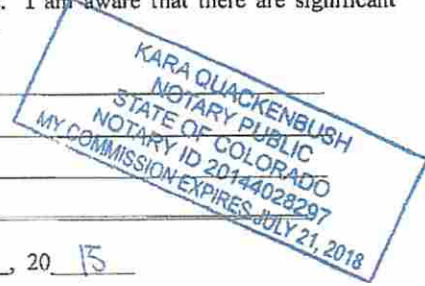
I certify that I understand and agree to the terms and conditions of the GENERAL WATER POLLUTION PERMIT issued on August 1, 2005, by the Office of Oil and Gas of the West Virginia Department of Environmental Protection. I understand that the provisions of the permit are enforceable by law. Violations of any term or condition of the general permit and/or other applicable law or regulation can lead to enforcement action.

I certify under penalty of law that I have personally examined and am familiar with the information submitted on this application form and all attachments thereto and that, based on my inquiry of those individuals immediately responsible for obtaining the information, I believe that the information is true, accurate, and complete. I am aware that there are significant penalties for submitting false information, including the possibility of fine or imprisonment.

Company Official Signature *W. McNeilly*

Company Official (Typed Name) Ward McNeilly

Company Official Title VP, Reserves Planning & Midstream



Subscribed and sworn before me this 2 day of July, 20 15

Kara Quackenbush Notary Public

My commission expires July 21, 2018

07/24/2015

Antero Resources Corporation

Proposed Revegetation Treatment: Acres Disturbed 5.92 (Existing) Prevegetation pH _____

Lime 2-4 Tons/acre or to correct to pH 6.5

Fertilizer type _____

Fertilizer amount 500 lbs/acre

Mulch 2-3 Tons/acre Hay or straw or Wood Fiber (will be used where needed)

Existing Access Road (0.52) + Existing Well Pad (1.75) + Reclaimed Pit (2.22) + Existing E&S Controls (1.43) = 5.92 Existing Acres

Seed Mixtures

Temporary		Permanent	
Seed Type	lbs/acre	Seed Type	lbs/acre
Annual Ryegrass	40	Fox Tail/Grassy	40
		Perennial Rye	30
		Crown Vetch	20

*or type of grass seed requested by surface owner

Attach:

Drawing(s) of road, location, pit and proposed area for land application (unless engineered plans including this info have been provided)

Photocopied section of involved 7.5' topographic sheet.

Plan Approved by: S. D. Warratt

Comments: Existing well pad

Title: OOG Inspector Date: 7/6/2015

Field Reviewed? Yes No

Form WW-9 Additives Attachment

SURFACE INTERVAL

1. Fresh Water
2. Soap –Foamer AC
3. Air

INTERMEDIATE INTERVAL

STIFF FOAM RECIPE:

- 1) 1 ppb Soda Ash / Sodium Carbonate-Alkalinity Control Agent
- 2) 1 ppb Conqor 404 (11.76 ppg) / Corrosion Inhibitor
- 3) 4 ppb KLA-Gard (9.17 ppg) / Amine Acid Complex-Shale Stabilizer
- 4) 1ppb Mil Pac R / Sodium Carboxymethylcellulose-Filtration Control Agent
- 5) 12 ppb KCL / Potassium Chloride-inorganic Salt
- 6) Fresh Water 80 bbls
- 7) Air

PRODUCTION INTERVAL

1. Alpha 1655
Salt Inhibitor
2. Mil-Carb
Calcium Carbonate
3. Cottonseed Hulls
Cellulose-Cottonseed Pellets – LCM
4. Mil-Seal
Vegetable, Cotton & Cellulose-Based Fiber Blend – LCM
5. Clay-Trol
Amine Acid Complex – Shale Stabilizer
6. Xan-Plex
Viscosifier For Water Based Muds
7. Mil-Pac (All Grades)
Sodium Carboxymethylcellulose – Filtration Control Agent
8. New Drill
Anionic Polyacrylamide Copolymer Emulsion – Shale Stabilizer
9. Caustic Soda
Sodium Hydroxide – Alkalinity Control
10. Mil-Lime
Calcium Hydroxide – Lime
11. LD-9
Polyether Polyol – Drilling Fluid Defoamer
12. Mil Mica
Hydro-Biotite Mica – LCM

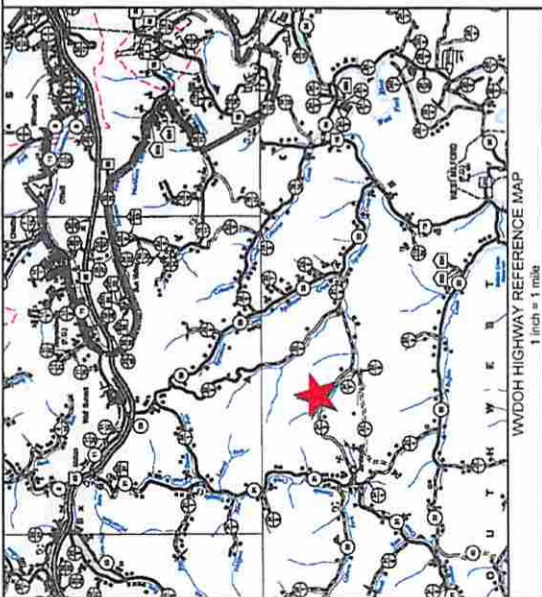
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13. Escaid 110
Drilling Fluid Solvent – Aliphatic Hydrocarbon
14. Ligco
Highly Oxidized Leonardite – Filtration Control Agent
15. Super Sweep
Polypropylene – Hole Cleaning Agent
16. Sulfatrol K
Drilling Fluid Additive – Sulfonated Asphalt Residuum
17. Sodium Chloride, Anhydrous
Inorganic Salt
18. D-D
Drilling Detergent – Surfactant
19. Terra-Rate
Organic Surfactant Blend
20. W.O. Defoam
Alcohol-Based Defoamer
21. Perma-Lose HT
Fluid Loss Reducer For Water-Based Muds
22. Xan-Plex D
Polysaccharide Polymer – Drilling Fluid Viscosifier
23. Walnut Shells
Ground Cellulosic Material – Ground Walnut Shells – LCM
24. Mil-Graphite
Natural Graphite – LCM
25. Mil Bar
Barite – Weighting Agent
26. X-Cide 102
Biocide
27. Soda Ash
Sodium Carbonate – Alkalinity Control Agent
28. Clay Trol
Amine Acid complex – Shale Stabilizer
29. Sulfatrol
Sulfonated Asphalt – Shale Control Additive
30. Xanvis
Viscosifier For Water-Based Muds
31. Milstarch
Starch – Fluid Loss Reducer For Water Based Muds
32. Mil-Lube
Drilling Fluid Lubricant

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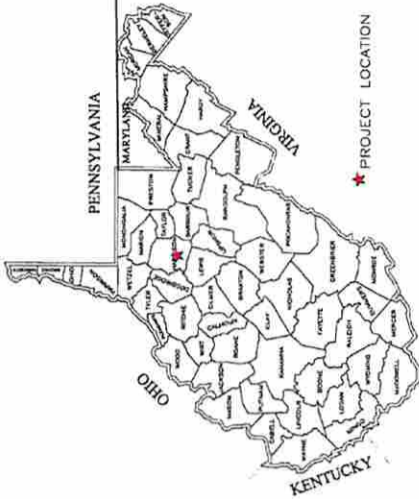
07/24/2015



ANTERO RESOURCES SPERRY 2 AS-BUILT FOR PROPOSED DEEP VERTICAL WELL

UNION DISTRICT, HARRISON COUNTY, WEST VIRGINIA
WEST MILFORD 7.5 MINUTE QUAD MAP

WV COUNTY REFERENCE MAP



GENERAL DESCRIPTION
AS-BUILT OF THE SPERRY 2 FOR PROPOSED DEEP VERTICAL WELL

PROJECT CONTACTS

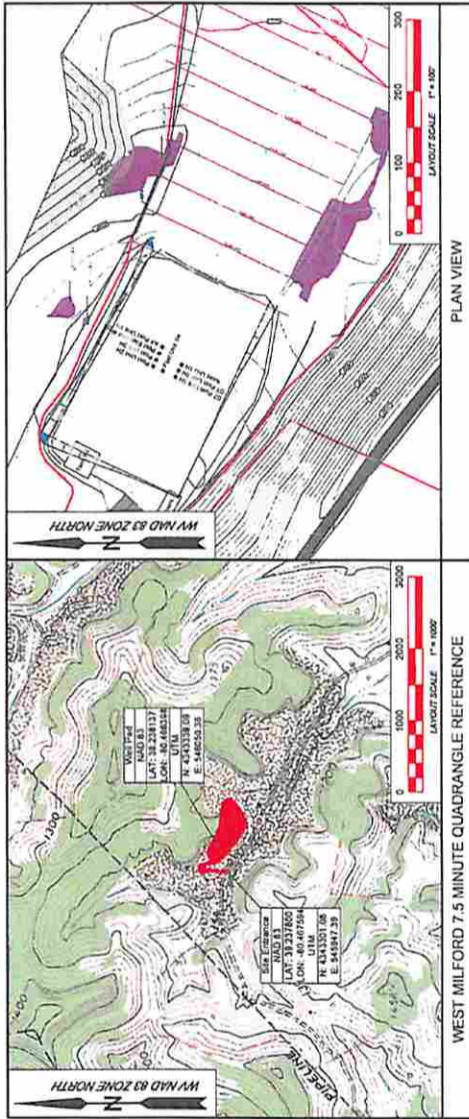
OPERATOR:
ANTERO RESOURCES CORPORATION
535 WHITE OAKS BLVD
BRIDGEPORT, WV 26330
PHONE: (304) 842-4100
FAX: (304) 842-4102
www.anteroresources.com

PROJECT COORDINATOR:

ROBERT WERKS
535 WHITE OAKS BLVD
BRIDGEPORT, WV 26330
PHONE: (304) 842-4100
CELL: (304) 627-7405
FAX: (304) 842-4102
EMAIL: rwerks@anteroresources.com

CONSTRUCTION COORDINATOR:

SHAWN BENNETT
535 WHITE OAKS BLVD
BRIDGEPORT, WV 26330
PHONE: (304) 842-4100
CELL: (304) 641-0071
FAX: (304) 842-4102
EMAIL: sbennett@anteroresources.com



ENGINEER / SURVEYOR

KELLY SURVEYING PLLC
P.O. BOX 284
DRAILEY, WV 26039
PHONE: (304) 656-6965
FAX: (304) 304-339-6681

PROJECT MANAGER

JOHN P. SEE PE 6051
KENNETH KELLY PSSU 973
ZACK SUMMERFIELD EIT

SDW
7/18/2015

TOPOGRAPHIC INFORMATION:

THE TOPOGRAPHIC INFORMATION SHOWN HEREIN IS BASED ON AERIAL PHOTOGRAPHY BY BLUE MOUNTAIN AERIAL MAPPING, BURTON, WV

EXISTING DISTURBED ACREAGE: 5.92 AC.

Floodplain Conditions	N/D
Do site construction activities take place in a floodplain:	N/D
Permit needed from county floodplain coordinator:	X
Flood Hazard Zone	N/A
REC-PAS Study completed:	N/A
Floodplain shown on drawings:	5403SC02300
FIRM Map Number(s) for site:	N/A
Acres of construction in floodplain:	N/A

811
WEST VIRGINIA
1-800-245-4848
HARRISON COUNTY
CALL BEFORE YOU DIG
1775 THE LAWN

07/24/2015

Kelly Surveying
P.O. Box 234
Drailey, WV 26039
(304) 338-6985

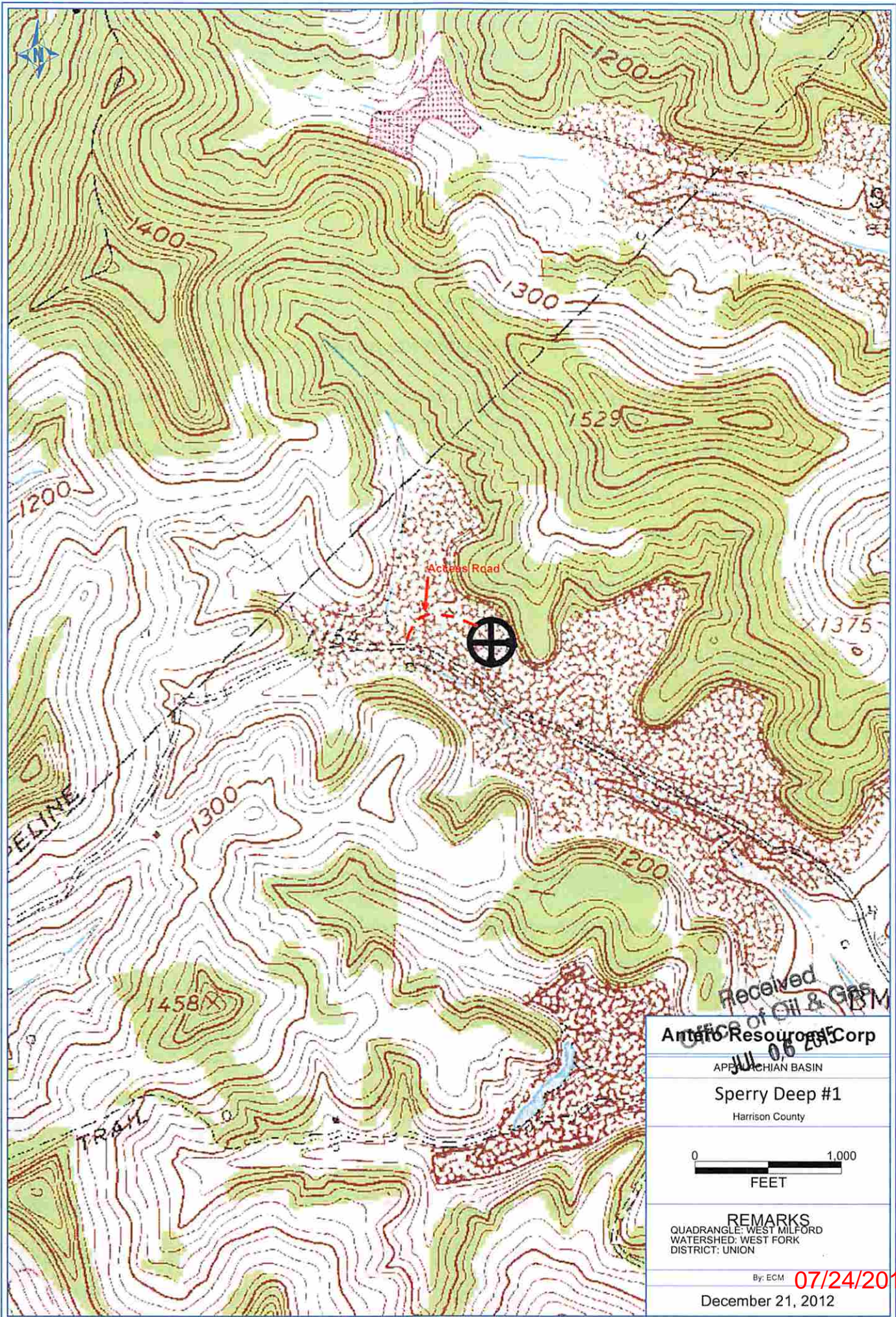
REVISIONS	DATE



THIS DOCUMENT
PREPARED FOR
ANTERO RESOURCES
CORPORATION

AS-BUILT FOR PROPOSED
SPERRY 2
COVER SHEET
DEEP VERTICAL WELL
UNION DISTRICT
HARRISON COUNTY, WEST VIRGINIA

Date: 04/13/2015
Scale: AS NOTED
Drawn by: KAC/HC
File No: 04-17-15-10
Page: COVER



<p>Received Office of Oil & Gas Antero Resources Corp JUL 06 2015</p>
<p>APPALACHIAN BASIN</p>
<p>Sperry Deep #1 Harrison County</p>
<p>0 1,000 FEET</p>
<p>REMARKS QUADRANGLE: WEST MILFORD WATERSHED: WEST FORK DISTRICT: UNION</p>
<p>By: ECM 07/24/2015</p>
<p>December 21, 2012</p>

2,313' to Top Hole

LATITUDE 39 - 15 - 00

LONGITUDE 80 - 27 - 30

4,362' to Top Hole

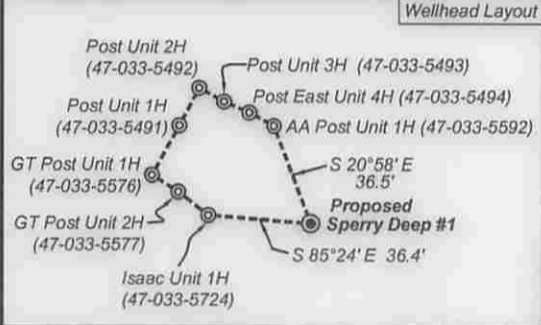
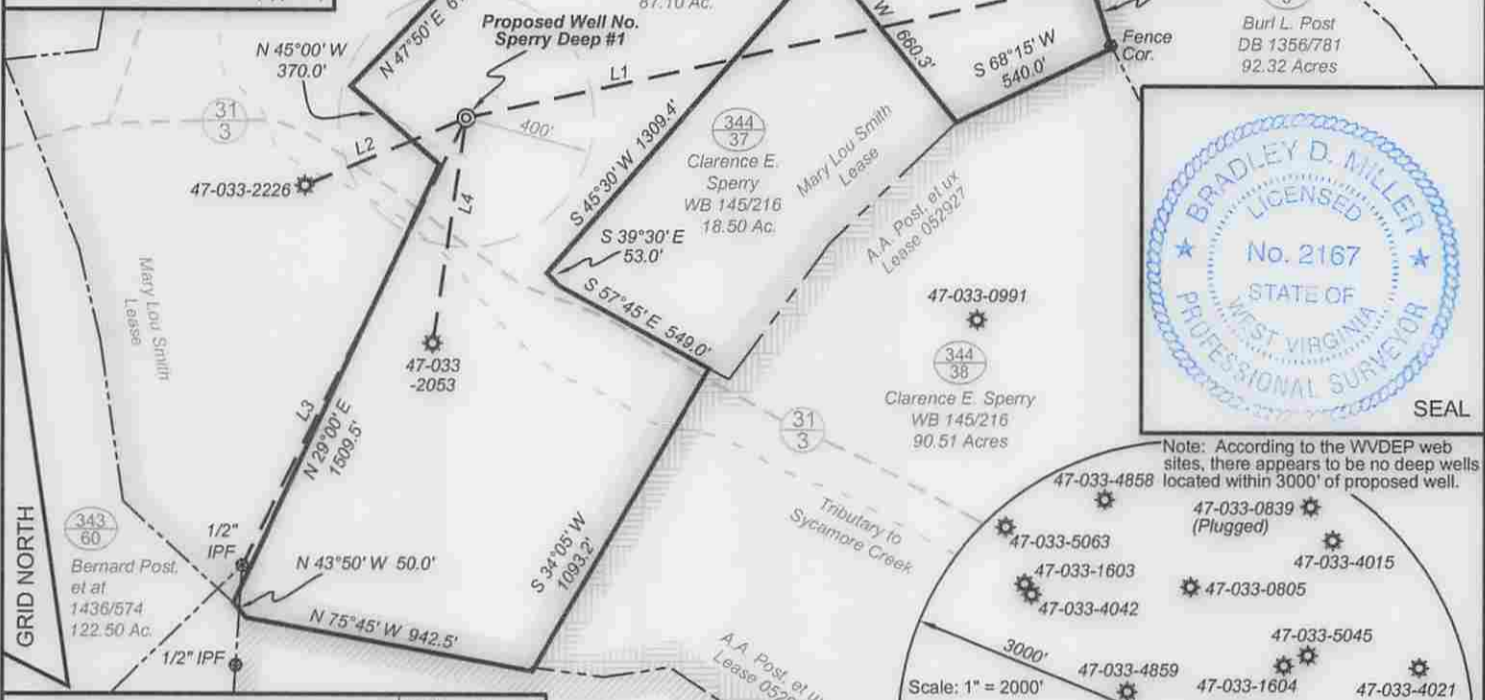
Notes:
 West Virginia Coordinate System of 1927, North Zone based upon Differential GPS Measurements.
 Well No. Sperry Deep #1 Top Hole coordinates are
 N: 270,251.00' Latitude: 39°14'16.65"
 E: 1,726,291.60' Longitude: 80°27'58.80"
UTM Zone 17, NAD 1983
 Top Hole Coordinates
 N: 4,343,329.189m
 E: 546,071.802m
 Plat orientation and corner and well references are based upon the grid north meridian.
 Well location references are based upon the magnetic meridian.

Antero Resources
Well No. Sperry Deep #1
Antero Resources Corporation

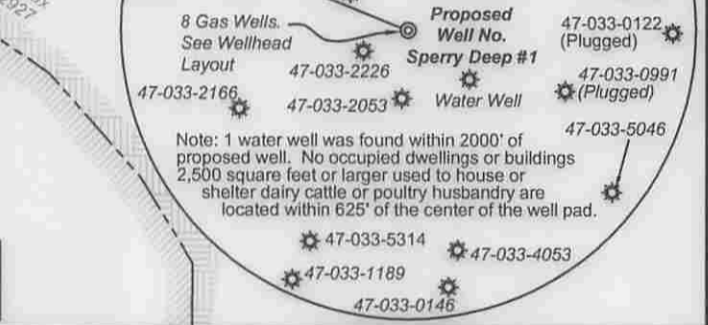
Line	Bearing	Distance
L1	S 77°32' W	2004.2'
L2	N 67°25' E	546.1'
L3	N 26°38' E	1559.1'
L4	N 08°22' E	707.6'

Legend

- Proposed gas well
- Found corner, as noted
- Existing Well, as noted
- Creek or Drain
- Existing Road
- Surface boundary (approx.)
- Interior surface tracts (approx.)

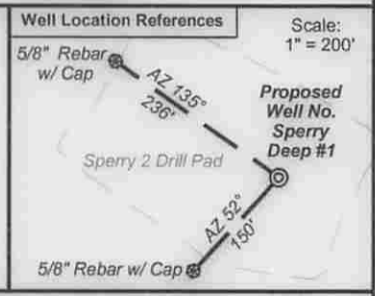


Mountain Lakes Limited Liability Co.
 1232/612
 232.13 Acres



I, the undersigned, hereby certify that this plat is correct to the best of my knowledge and belief and shows all the information required by law and the rules issued and prescribed by the Department of Environmental Protection.

Bradley D. Miller
 Bradley D. Miller, P.S. 2167



FILE NO: 62-36-U-15
 DRAWING NO: Sperry Deep #1 Well Plat
 SCALE: 1" = 600'
 MINIMUM DEGREE OF ACCURACY: Submeter
 PROVEN SOURCE OF ELEVATION: WVDOT, Bridgeport, WV

STATE OF WEST VIRGINIA
 DEPARTMENT OF ENVIRONMENTAL PROTECTION
OIL AND GAS DIVISION

DATE: June 30 2015
 OPERATOR'S WELL NO. Sperry Deep #1
 API WELL NO
 47 - 033 - 5868B
 STATE COUNTY PERMIT

WELL TYPE: OIL GAS LIQUID INJECTION WASTE DISPOSAL
 (IF GAS) PRODUCTION: STORAGE DEEP SHALLOW
 LOCATION: ELEVATION: Original Grade - 1168' Existing Grade - 1168' WATERSHED: Middle West Fork River QUADRANGLE: West Milford
 DISTRICT: Union COUNTY: Harrison
 SURFACE OWNER: Clarence E. Sperry ACREAGE: 87.10
 ROYALTY OWNER: Mary Lou Smith LEASE NO: 052934 ACREAGE: 291.5
 PROPOSED WORK: DRILL CONVERT DRILL DEEPER FRACTURE OR STIMULATE PLUG OFF OLD FORMATION
 PERFORATE NEW FORMATION OTHER PHYSICAL CHANGE IN WELL (SPECIFY) UIC
 PLUG AND ABANDON CLEAN OUT AND REPLUG TARGET FORMATION: Huntersville & Oriskany ESTIMATED DEPTH: 7,800' TVD

WELL OPERATOR: Antero Resources Corporation DESIGNATED AGENT: Dianna Stamper - CT Corporation System
 ADDRESS: 1615 Wynkoop Street ADDRESS: 5400 D Big Tyler Road
 Denver, CO 80202 Charleston, WV 25313

07/24/2015



Antero Resources
1615 Wynkoop Street
Denver, CO 80202
Office 303.357.7310
Fax 303.357.7315

July 2, 2015

West Virginia Department of Environmental Protection
Office of Oil and Gas
Attn: Mr. Gene Smith
601 57th Street
Charleston, WV 25304

Mr. Smith:

Antero Resources Corporation (Antero) would like to submit the following application to convert the existing Deep vertical well work permit to a Liquid Injection well permit for the Sperry Deep #1 well (API# 47-033-05868).

Attached you will find the following:

- Permit Application package

If you have any questions please feel free to contact me at (303) 357-7323.

Thank you in advance for your consideration.

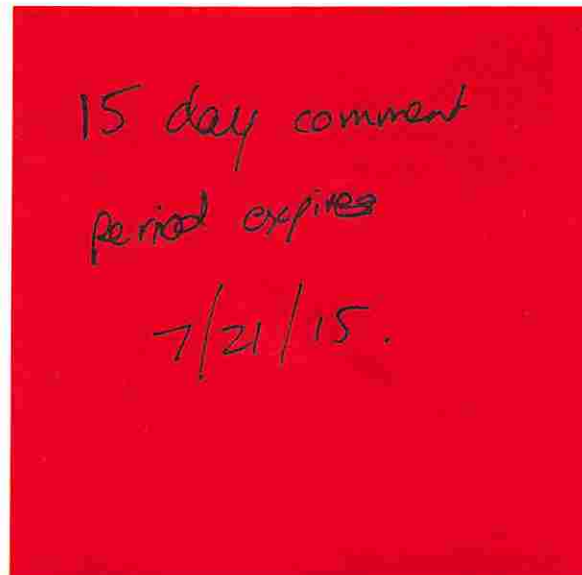
Sincerely,

A handwritten signature in blue ink that reads "Ashlie Steele".

Ashlie Steele
Permitting Supervisor
Antero Resources Corporation

Received
Office of Oil & Gas
JUL 06 2015

Enclosures



07/24/2015



1) Date: 6/30/2015
 2) Operator's Well No. Sperry Deep #1
 3) API Well No.: 47 - 033 - 05868
State County Permit
 4) UIC Permit No. _____

**STATE OF WEST VIRGINIA
 NOTICE OF LIQUID INJECTION OF WASTE DISPOSAL WELL WORK PERMIT APPLICATION
 FOR THE DEPARTMENT OF ENVIRONMENTAL PROTECTION, OFFICE OF OIL AND GAS,**

5) Surface Owner(S) To Be Served (a) Name <u>PLEASE SEE ATTACHMENT</u> Address _____ _____ (b) Name _____ Address _____ _____ (c) Name _____ Address _____	7) (a) Coal Operator Name <u>PLEASE SEE ATTACHMENT</u> Address _____ _____ 7) (b) Coal Owner(S) With Declaration Of Record Name <u>PLEASE SEE ATTACHMENT</u> Address _____ _____ Name _____ Address _____ _____ 7) (c) Coal Lessee with Declaration Of Record Name _____ Address _____ _____
6) Inspector <u>Sam Ward</u> Address <u>601 57th Street, SE</u> <u>Charleston, WV 25304</u> Telephone <u>304-389-7583</u>	

TO THE PERSONS NAMED ABOVE: You should have received this form and the following documents

- (1) The Application For A Liquid Injection or Waste Disposal Well Work Permit on Form WW-3(B), which sets out the parties involved in the drilling or other work;
- (2) The plat (surveyor's map) showing the well location on Form WW-6; and
- (3) The Construction and Reclamation Plan on Form WW-9 (unless the well work is only to plug a well), which sets out the plan for erosion and sediment control and for reclamation for the site and access road.

The date proposed for the first injection or waste disposal is TBD 20 ____ .

THE REASON YOU HAVE RECEIVED THESE DOCUMENTS IS THAT YOU HAVE RIGHTS REGARDING THE APPLICATION WHICH ARE SUMMARIZED IN THE "INSTRUCTIONS" ON THE REVERSE SIDE OF THE COPY OF THE APPLICATION [(FORM WW-3(B))] DESIGNATED TO YOU. HOWEVER YOU ARE NOT REQUIRED TO TAKE ACTION AT ALL.

Take notice that under Chapter 22-6 of the West Virginia Code, the undersigned well operator proposes to file or has filed this Notice and Application and accompanying documents for a Well Work Permit with the Chief of the Office of Oil and Gas, West Virginia Department of Environmental Protection, with respect to a well at the location described on the attached Application and depicted on the attached Form WW-6. Copies of this Notice, the Application, the plat, and the Construction and Reclamation Plan have been mailed by registered or certified mail or delivered by hand to the person(s) named above (or by publication in certain circumstances) on or before the day of the mailing or delivery to the Chief.

The person signing this document shall make the following certification:

"I certify under penalty of law that I have personally examined and am familiar with the information submitted in this document and all attachments and that, based on my inquiry of those individuals immediately responsible for obtaining the information, I believe that the information is true, accurate and complete. I am aware that there are significant penalties for submitting false information, including the possibility of fine and imprisonment.

Well Operator Antero Resources Corporation
 Address 1615 Wynnton Street
Denver, CO 80212
 By: Ward McNeilly
 Its: Vice President, Reserves Planning & Midstream
 Signature: *W. McKinley*

07/24/2015

WW-2A Notice of Application Attachment:

Surface Owners:

Owner: Clarence E. Sperry, Janet L. Sperry & L. Diane Sperry
Address: 169 Keyes Avenue
Philippi, WV 26416 ✓

Owner: Josephine H. Sperry
Address: 169 Keyes Avenue ✓
Philippi, WV 26416

Coal Operators & Owners:

Operator: Consolidation Coal Company
Consol Energy, Inc. ✓
CNX Center
Engineering & Operations Support – Coal
Attn: Analyst
Address: 1000 Consol Energy Drive
Canonsburg, PA 15317

Operator: Sycamore Valley Coal Company ✓
Address: 721 Goff Building
Clarksburg, WV 26301

Operator: Summit Energy Group, LLC ✓
Address: 1543 Fairmont Avenue
Fairmont, WV 26554

Owner: International Coal Group, Inc. ✓
c/o Corporation Service Company
Address: 63 Corporate Centre Drive
Scott Depot, WV 25560

Operator: Fairfax Mining Company ✓
Address: 1723 Grant Building
Pittsburg, PA 15219

Owner: Anker West Virginia Mining Co., Inc. ✓
Wolf Run Mining Company
c/o Corporation Service Company
Address: 99 Edmiston Way
Buckhannon, WV 26201

Owner: Anker Energy Corporation ✓
Hunter Ridge Coal Company
c/o Corporation Service Company
Address: 2708 Cranberry Square
Morgantown, WV 26508

Owner: Patriot Mining Company ✓
Hunter Ridge Coal Company
c/o Corporation Service Company
Address: 2708 Cranberry Square
Morgantown, WV 26508

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07/24/2015

CERTIFIED MAIL RECEIPT
SPERRY DEEP #1 (API 47-033-05868)
SURFACE OWNER NOTIFICATION

Cut on dotted line.

Instructions

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Signature Confirmation™ :
9410 8036 9930 0069 4298 68

Trans. #:	341031529	Priority Mail® Postage:	\$5.05
Print Date:	07/02/2015	Signature Confirmation	\$2.46
Ship Date:	07/02/2015	(Electronic Rate)	
Expected		Total	\$7.50
Delivery Date:	07/06/2015		

From: KARA QUACKENBUSH
ANTERO RESOURCES
1615 WYNKOOP ST
DENVER CO 80202-1106

To: CLARENCE E. SPERRY, JANET L. SPERRY & L. DIANE
SPERRY
169 KEYES AVE
PHILIPPI WV 26416-1234

* Commercial Base Pricing Priority Mail rates apply. There is no fee for USPS Tracking™ service on Priority Mail service with use of this electronic rate shipping label. Refunds for unused postage paid labels can be requested online 30 days from the print date.



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Signature Confirmation™ :	
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Trans. #:	341030555
Print Date:	07/02/2015
Ship Date:	07/02/2015
Expected	
Delivery Date:	07/06/2015
Priority Mail® Postage:	\$5.05
Signature Confirmation	\$2.45
(Electronic Rate)	
Total	\$7.50
From: KARA QUACKENBUSH ANTERO RESOURCES 1615 WYNKOOP ST DENVER CO 80202-1106	
To: JOSEPHINE H. SPERRY 169 KEYES AVE PHILIPPI WV 26416-1234	
<small>* Commercial Base Pricing Priority Mail rates apply. There is no fee for USPS Tracking™ service on Priority Mail service with use of this electronic rate shipping label. Refunds for unused postage paid labels can be requested online 30 days from the print date.</small>	

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COAL OWNER, OPERATOR, LESSEE NOTIFICATION

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Signature Confirmation™ :			
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Ship Date:	07/02/2015	(Electronic Rate)	
Expected		Total	<u>\$7.50</u>
Delivery Date:	07/06/2015		
From: KARA QUACKENBUSH ANTERO RESOURCES 1615 WYNKOOP ST DENVER CO 80202-1106			
To: CONSOLIDATION COAL COMPANY CONSOL ENERGY. INC. - CNX CENTER ENGINEERING & OPS. SUPPORT 1000 CONSOL ENERGY DR CANONSBURG PA 15317-6506			
<small>* Commercial Base Pricing Priority Mail rates apply. There is no fee for USPS Tracking™ service on Priority Mail service with use of this electronic rate shipping label. Refunds for unused postage paid labels can be requested online 30 days after the print date.</small>			

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Signature Confirmation™ :			
9410 8036 9930 0069 4299 98			
Trans. #:	341031650	Priority Mail® Postage:	\$5.05
Print Date:	07/02/2015	Signature Confirmation	\$2.45
Ship Date:	07/02/2015	(Electronic Rate)	
Expected		Total	\$7.50
Delivery Date:	07/06/2015		
From: KARA QUACKENBUSH ANTERO RESOURCES 1615 WYNKOOP ST DENVER CO 80202-1106			
To: INTERNATIONAL COAL GROUP, INC. C/O CORPORATION SERVICE COMPANY 63 CORPORATE CENTER DR SCOTT DEPOT WY 25560-7841			
<small>* Commercial Base Pricing Priority Mail rates apply. There is no fee for USPS Tracking™ service on Priority Mail service with use of this electronic rate shipping label. Refunds for unused postage paid labels can be requested online 30 days from the print date.</small>			

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Signature Confirmation™ :	
9410 8036 9930 0069 4300 62	
Trans. #:	Priority Mail® Postage: \$5.05
Print Date: 07/02/2015	Signature Confirmation \$2.45
Ship Date: 07/02/2015	(Electronic Rate)
Expected Delivery Date: 07/06/2015	Total \$7.50
From: KARA QUACKENBUSH ANTERO RESOURCES 1615 WYNKOOP ST DENVER CO 80202-1106	
To: ANKER WEST VIRGINIA MINING CO., INC. WOLF RUN MINING COMPANY C/O CORPORATION SERVICE COMPANY ✓ 99 EDMISTON WAY BUCKHANNON WV 26201-8916	
<small>* Commercial Base Pricing Priority Mail rates apply. There is no fee for USPS Tracking™ service on Priority Mail service with use of this electronic rate shipping label. Refunds for unused postage paid labels can be requested within 30 days from the print date.</small>	

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Signature Confirmation™ :	
9410 8036 9930 0069 4301 23	
Trans. #:	341032260
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Ship Date:	07/02/2015
Expected	
Delivery Date:	07/06/2015
Priority Mail® Postage:	\$5.05
Signature Confirmation	\$2.45
(Electronic Rate)	
Total	\$7.50
From: KARA QUACKENBUSH ANTERO RESOURCES 1615 WYNKOOP ST DENVER CO 80202-1106	
To: ANKER ENERGY CORPORATION HUNTER RIDGE COAL COMPANY C/O CORPORATION SERVICE COMPANY 2708 CRANBERRY SQ MORGANTOWN WV 26508-9286	
<small>* Commercial Base Pricing Priority Mail rates apply. There is no fee for USPS Tracking™ service on Priority Mail service with use of this electronic rate shipping label. Refunds for unused postage paid labels can be requested online 30 days from the print date.</small>	



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3. Adhere your label to the package. A self-adhesive label is recommended. If tape or glue is used, **DO NOT TAPE OVER BARCODE.** Be sure all edges are secure.
4. To mail your package with PC Postage®, you may schedule a Package Pickup online, hand to your letter carrier, take to a Post Office™, or drop in a USPS collection box.
5. Mail your package on the "Ship Date" you selected when creating this label.

Click-N-Ship® Label Record

Signature Confirmation™ :	
9410 8036 9930 0069 4303 21	
Trans. #:	341032122
Print Date:	07/02/2015
Ship Date:	07/02/2015
Expected Delivery Date:	07/06/2015
Priority Mail® Postage:	\$5.05
Signature Confirmation (Electronic Rate)	\$2.45
Total	\$7.50
From:	KARA QUACKENBUSH ANTERO RESOURCES 1615 WYNKOOP ST DENVER CO 80202-1106
To:	PATRIOT MINING COMPANY HUNTER RIDGE COAL COMPANY C/O CORPORATION SERVICE COMPANY 2708 CRANBERRY SQ MORGANTOWN WV 26508-9286
<small>* Commercial Base Pricing Priority Mail rates apply. There is no fee for USPS Tracking™ service on Priority Mail service with use of this electronic rate shipping label. Refunds for unused postage paid labels can be requested online 30 days from the print date.</small>	

Received
Office of Oil & Gas
JUL 08 2015



Thank you for shipping with the United States Postal Service!
 Check the status of your shipment on the USPS Tracking™ page at usps.com

07/24/2015

CERTIFIED MAIL RECEIPT
SPERRY DEEP #1 (API 47-033-05868)
COAL OWNER, OPERATOR, LESSEE NOTIFICATION

7011 3500 0001 2249 1985

U.S. Postal Service™
CERTIFIED MAIL™ RECEIPT
(Domestic Mail Only; No Insurance Coverage Provided)

For delivery information visit our website at www.usps.com

OFFICIAL USE

Postage	\$
Certified Fee	
Return Receipt Fee (Endorsement Required)	
Restricted Delivery Fee (Endorsement Required)	
Total Postage & Fees	\$

Postmark Here
JUL 2 2015

Sent To Sycamore Valley coal co.
Street, Apt. No.,
or PO Box No. 721 Goff Building
City, State, ZIP+4 clarksburg, WV 26301

PS Form 3800, August 2006 See Reverse for Instructions

Received
Office of Oil & Gas
JUL 06 2015

07/24/2015

CERTIFIED MAIL RECEIPT
SPERRY DEEP #1 (API 47-033-05868)
COAL OWNER, OPERATOR, LESSEE NOTIFICATION

Cut on dotted line.

Instructions

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Click-N-Ship® Label Record

Signature Confirmation™ :	
9410 8036 9930 0069 4304 37	
Trans. #:	341032184
Print Date:	07/02/2015
Ship Date:	07/02/2015
Expected Delivery Date:	07/06/2015
Priority Mail® Postage:	\$5.06
Signature Confirmation (Electronic Rate)	\$2.45
Total	\$7.50
From: KARA QUACKENBUSH ANTERO RESOURCES 1615 WYNKOOP ST DENVER CO 80202-1106	
To: SUMMIT ENERGY GROUP, LLC 1543 FAIRMONT AVE FAIRMONT WY 26554-2175	
<small>* Commercial Base Pricing Priority Mail rates apply. There is no fee for USPS Tracking™ service on Priority Mail service with use of this electronic rate shipping label. Refunds for unused postage paid labels can be requested within 30 days from the print date.</small>	

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Office of Oil & Gas
JUL 06 2015



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07/24/2015

CERTIFIED MAIL RECEIPT
SPERRY DEEP #1 (API 47-033-05868)
COAL OWNER, OPERATOR, LESSEE NOTIFICATION

7011 3500 0001 2249 1978

U.S. Postal Service™
CERTIFIED MAIL™ RECEIPT
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OFFICIAL USE

Postage	\$	
Certified Fee		
Return Receipt Fee (Endorsement Required)		
Restricted Delivery Fee (Endorsement Required)		
Total Postage & Fees	\$	

Postmark Here
2015 20708 S

Sent To Fairfax Mining Company
Street, Apt. No.,
or PO Box No. 1723 Grant Building
City, State, ZIP+4 Pittsburgh, PA 15219

PS Form 3800, August 2006 See Reverse for Instructions

Received
Office of Oil & Gas
JUL 06 2015

07/24/2015

WW-2B1
(5-12)

Well No. Sperry Deep #1

West Virginia Department of Environmental Protection
Office of Oil and Gas

NOTICE TO SURFACE OWNERS

The well operator named below is preparing to file for a permit from the state to drill a new well. Before a well work permit can be filed with the Chief of the Office of Oil and Gas, the well operator is required to have given notice of the right to request water well or spring analytical testing. This notice shall be given to the owners or occupants of land which have a water well or spring being utilized for human consumption, domestic animals, or other general use and which is located within 1000 feet of the proposed well site.

With this form, the operator is giving you notice of your right to request analytical testing. The operator is required to sample and analyze the water wells or springs of all owners or occupants who request it. Therefore, if you wish to have your water well or spring tested, contact the operator named below.

All sampling shall be completed prior to drilling. Within thirty (30) days of the receipt of such sample analyses the operator shall submit the results to the Chief of the Office of Oil and Gas and to the owners or occupants who may have requested them.

Be advised, you have the right to sample and analyze any water supply at your own expense.

Listed below is the laboratory chosen by operator to perform analysis, and contactor chosen to collect sample.

Certified Laboratory Name Pace Analytical
Sampling Contractor Conestoga-Rovers & Associates

Well Operator Antero Resources Corporation
Address 1615 Wynkoop Street
Denver, CO 80212
Telephone 303-357-7323

FOR OPERATOR'S USE ONLY: Below, or on an attached page, list those persons which were given this notice. Place an asterisk beside the one(s) that contacted you and requested sampling and analyses. If there were no requests made, indicate by underling which one you have selected to sample and analyze. If there are no water wells or springs within 1000 feet of the proposed site, the Chief may require the operator to test wells up to 2000 feet from the proposed site.

One water source has been identified within 1,000' of this well site. Please be advised that Antero Resources Corporation will attempt sampling of the water source identified on the surface owner's property listed below.

Clarence E. Sperry, Janet L. Sperry & L. Diane Sperry 169 Keyes Avenue, Philippi, WV 26426

CERTIFIED MAIL RECEIPT
SPERRY DEEP #1 (API 47-033-05868)
WATER SOURCE OWNER NOTIFICATION

Cut on dotted line.

Instructions

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Click-N-Ship® Label Record

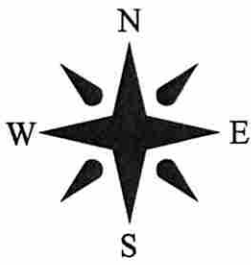
Signature Confirmation™ :	
9410 8036 9930 0069 4298 68	
Trans. #:	341034529
Print Date:	07/02/2015
Ship Date:	07/02/2015
Expected	
Delivery Date:	07/06/2015
Priority Mail® Postage:	\$5.05
Signature Confirmation	\$2.45
(Electronic Rate)	
Total	<u>\$7.50</u>
From:	KARA QUACKENBUSH ANTERO RESOURCES 1615 WYNKOOP ST DENVER CO 80202-1106
To:	CLARENCE E. SPERRY, JANET L. SPERRY & L. DIANE SPERRY 169 KEYES AVE PHILIPPI WV 26416-1234
<small>* Commercial Base Pricing Priority Mail rates apply. There is no fee for USPS Tracking™ service on Priority Mail service with use of this electronic rate shipping label. Refunds for unused postage paid labels can be requested online 30 days from the print date.</small>	

Received
Office of Oil & Gas
JUL 06 2015



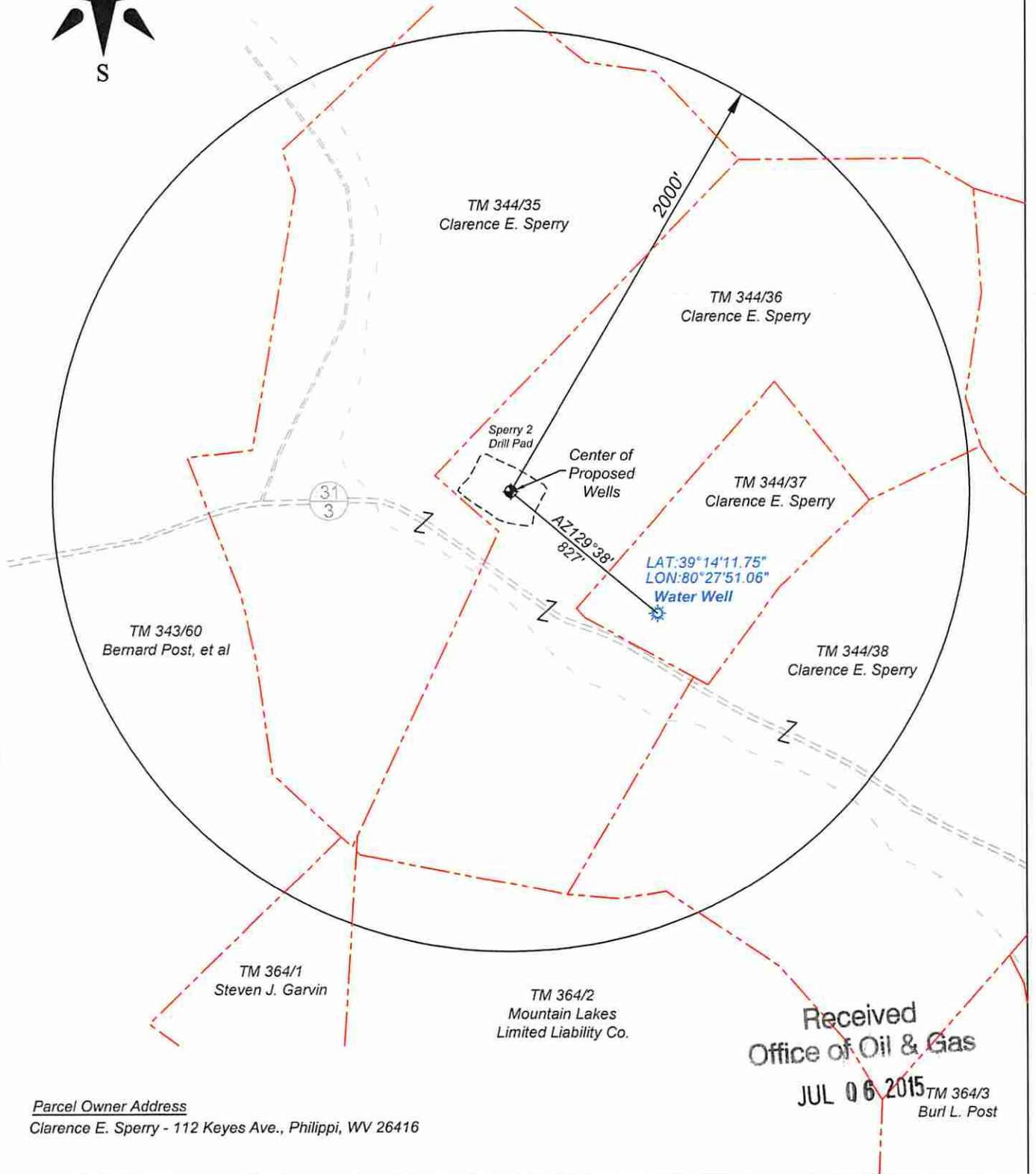
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07/24/2015



Scale 1" = 600'

Sperry 2 Drill Pad Water Well & Spring Map



Parcel Owner Address
Clarence E. Sperry - 112 Keyes Ave., Philippi, WV 26416

Received
Office of Oil & Gas
JUL 06 2015

TM 364/3
Burl L. Post