



west virginia department of environmental protection

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

Jim Justice , Governor
Austin Caperton , Cabinet Secretary
www.dep.wv.gov

Wednesday, May 31, 2017
WELL WORK PERMIT
Horizontal 6A / New Drill

SWN PRODUCTION COMPANY, LLC (A)
POST OFFICE BOX 12359

SPRING, TX 773914954

Re: Permit approval for ALAN H DEGARMO BRK 1H
47-009-00193-00-00

This well work permit is evidence of permission granted to perform the specified well work at the location described on the attached pages and located on the attached plat, subject to the provisions of Chapter 22 of the West Virginia Code of 1931, as amended, and all rules and regulations promulgated thereunder, and to any additional specific conditions and provisions outlined in the pages attached hereto. Notification shall be given by the operator to the Oil and Gas Inspector at least 24 hours prior to the construction of roads, locations, and/or pits for any permitted work. In addition, the well operator shall notify the same inspector 24 hours before any actual well work is commenced and prior to running and cementing casing. Spills or emergency discharges must be promptly reported by the operator to 1-800-642-3074 and to the Oil and Gas Inspector.

Please be advised that form WR-35, Well Operators Report of Well Work is to be submitted to this office within 90 days of completion of permitted well work, as should form WR-34 Discharge Monitoring Report within 30 days of discharge of pits, if applicable. Failure to abide by all statutory and regulatory provisions governing all duties and operations hereunder may result in suspension or revocation of this permit and, in addition, may result in civil and/or criminal penalties being imposed upon the operators.

Per 35 CSR 4-5.2.g this permit will expire in two (2) years from the issue date unless permitted well work is commenced. If there are any questions, please feel free to contact me at (304) 926- 0450.



James A. Martin
Chief

Operator's Well Number: ALAN H DEGARMO BRK 1H
Farm Name: ALAN H DEGARMO & MARY KAY DEGARMO, LIFE ESTATE
U.S. WELL NUMBER: 47-009-00193-00-00
Horizontal 6A / New Drill
Date Issued: 5/31/2017

Promoting a healthy environment.

06/02/2017

PERMIT CONDITIONS

West Virginia Code § 22-6A-8(d) allows the Office of Oil and Gas to place specific conditions upon this permit. Permit conditions have the same effect as law. Failure to adhere to the specified permit conditions may result in enforcement action.

CONDITIONS

1. This proposed activity may require permit coverage from the United States Army Corps of Engineers (USACE). Through this permit, you are hereby being advised to consult with USACE regarding this proposed activity.
2. If the operator encounters an unanticipated void, or an anticipated void at an unanticipated depth, the operator shall notify the inspector within 24 hours. Modifications to the casing program may be necessary to comply with W. Va. Code § 22-6A-5a (12), which requires drilling to a minimum depth of thirty feet below the bottom of the void, and installing a minimum of twenty (20) feet of casing. Under no circumstance should the operator drill more than one hundred (100) feet below the bottom of the void or install less than twenty (20) feet of casing below the bottom of the void.
3. When compacting fills, each lift before compaction shall not be more than 12 inches in height, and the moisture content of the fill material shall be within limits as determined by the Standard Proctor Density test of the actual soils used in specific engineered fill, ASTM D698, Standard Test Method for Laboratory Compaction Characteristics of Soil Using Standard Effort, to achieve 95 % compaction of the optimum density. Each lift shall be tested for compaction, with a minimum of two tests per lift per acre of fill. All test results shall be maintained on site and available for review.
4. Operator shall install signage per § 22-6A-8g (6) (B) at all source water locations included in their approved water management plan within 24 hours of water management plan activation.
5. Oil and gas water supply wells will be registered with the Office of Oil and Gas and all such wells will be constructed and plugged in accordance with the standards of the Bureau for Public Health set forth in its Legislative rule entitled *Water Well Regulations*, 64 C.S.R. 19. Operator is to contact the Bureau of Public Health regarding permit requirements. In lieu of plugging, the operator may transfer the well to the surface owner upon agreement of the parties. All drinking water wells within fifteen hundred feet of the water supply well shall be flow tested by the operator upon request of the drinking well owner prior to operating the water supply well.
6. Pursuant to the requirements pertaining to the sampling of domestic water supply wells/springs the operator shall, no later than thirty (30) days after receipt of analytical data provide a written copy to the Chief and any of the users who may have requested such analyses.
7. 24 hours prior to the initiation of the completion process the operator shall notify the Chief or his designee.
8. During the completion process the operator shall monitor annular pressures and report any anomaly noticed to the chief or his designee immediately.
9. If any explosion or other accident causing loss of life or serious personal injury occurs in or about a well or well work on a well, the well operator or its contractor shall give notice, stating the particulars of the explosion or accident, to the oil and gas inspector and the Chief, within 24 hours of said accident.
10. During the casing and cementing process, in the event cement does not return to the surface, the oil and gas inspector shall be notified within 24 hours.

PERMIT CONDITIONS

11. The operator shall provide to the Office of Oil and Gas the dates of each of the following within 30 days of their occurrence: completion of construction of the well pad, commencement of drilling, cessation of drilling, completion of any other permitted well work, and completion of the well. Such notice shall be provided by sending an email to DEPOOGNotify@wv.gov.

WW-6B
(10/14)

API NO. 47- -
OPERATOR WELL NO. Alan H. Degarmo BRK 1H
Well Pad Name: Alan H. Degarmo BRK Pad

STATE OF WEST VIRGINIA
DEPARTMENT OF ENVIRONMENTAL PROTECTION, OFFICE OF OIL AND GAS
WELL WORK PERMIT APPLICATION

1) Well Operator: SWN Production Co., LLC 49447757 Brooke 3- Buffalo 247-Bethany
Operator ID County District Quadrangle

2) Operator's Well Number: Alan H. Degarmo BRK 1H Well Pad Name: Alan H. Degarmo BRK Pad

3) Farm Name/Surface Owner: Alan & Mary Kay Degarmo Public Road Access: Genteel Ridge Road

4) Elevation, current ground: 1204' Elevation, proposed post-construction: 1204'

5) Well Type (a) Gas x Oil _____ Underground Storage _____

Other _____

(b) If Gas Shallow x Deep _____

Horizontal x

C. BRG 12-15-16

6) Existing Pad: Yes or No yes

7) Proposed Target Formation(s), Depth(s), Anticipated Thickness and Associated Pressure(s):

Target Formation- Marcellus, Target Top TVD- 5884', Target Base TVD- 5928', Anticipated Thickness- 44', Associated Pressure- 3548

8) Proposed Total Vertical Depth: 5902'

9) Formation at Total Vertical Depth: Marcellus

10) Proposed Total Measured Depth: 13133'

11) Proposed Horizontal Leg Length: 6667.36'

12) Approximate Fresh Water Strata Depths: 206'

13) Method to Determine Fresh Water Depths: from nearby water wells and petrophysical analysis of logs on the pad

14) Approximate Saltwater Depths: 429'

15) Approximate Coal Seam Depths: 271'

16) Approximate Depth to Possible Void (coal mine, karst, other): None that we are aware of.

17) Does Proposed well location contain coal seams directly overlying or adjacent to an active mine? Yes _____ No x

(a) If Yes, provide Mine Info: Name: _____
Depth: _____
Seam: _____
Owner: _____

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18) CASING AND TUBING PROGRAM

| TYPE | Size (in) | New or Used | Grade | Weight per ft. (lb/ft) | FOOTAGE: For Drilling (ft) | INTERVALS: Left in Well (ft) | CEMENT: Fill-up (Cu. Ft.)/CTS |
|--------------|-----------|-------------|---------|------------------------|----------------------------|------------------------------|--------------------------------------|
| Conductor | 20" | New | H-40 | 94# | 100' | 100' | CTS |
| Fresh Water | 13 3/8" | New | H-40 | 48# | 330' | 330' | 643 sx/CTS |
| Coal | 9 5/8" | New | J-55 | 36# | 1651' | 1651' | 910 sx/CTS |
| Intermediate | 7" | New | J-55 | 20# | If Needed | If Needed | If Needed/As Needed |
| Production | 5 1/2" | New | HCP-110 | 20# | 13133' | 13133' | Use 5130x 15134/102 needs to be used |
| Tubing | 2 3/8" | New | HCP-110 | 4.7# | Approx. 5902' | Approx. 5902' | |
| Liners | | | | | | | |

C. Bell 12.15.16

| TYPE | Size (in) | Wellbore Diameter (in) | Wall Thickness (in) | Burst Pressure (psi) | Max. Associated Surface Pressure (psi) | Cement Type | Cement Yield (cu. ft./k) |
|--------------|-----------|------------------------|---------------------|----------------------|--|-------------|--------------------------|
| Conductor | 20" | 30" | 0.25 | 2120 | 81 | Class A | 1.19/50% Excess |
| Fresh Water | 13 3/8" | 17.5" | 0.380 | 2740 | 633 | Class A | 1.19/50% Excess |
| Coal | 9 5/8" | 12 1/4" | 0.395 | 3950 | 1768 | Class A | 1.19/50% Excess |
| Intermediate | 7" | 8 3/4" | 0.317 | 4360 | 3250 | Class A | 1.20/15% Excess |
| Production | 5 1/2" | 8 3/4" | 0.361 | 12360 | 9500 | Class A | 1.20/15% Excess |
| Tubing | 2 3/8" | 4.778" | 0.190 | | | | |
| Liners | | | | | | | |

PACKERS

| | | | | |
|-------------|--------------------|--|--|--|
| Kind: | 10K Arrowset AS1-X | | | |
| Sizes: | 5 1/2" | | | |
| Depths Set: | | | | |

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19) Describe proposed well work, including the drilling and plugging back of any pilot hole:

Drill and stimulate any potential zones between and including the Benson to Marcellus. **If we should encounter a void place basket above and below void area- balance cement to bottom of void and grout from basket to surface. Run casing not less than 20' below void nor more than 50' below void. (*If freshwater is encountered deeper than anticipated it must be protected, set casing 50' below and cts.)

20) Describe fracturing/stimulating methods in detail, including anticipated max pressure and max rate:

Well will be perforated within the target formation and stimulated with a slurry of water, sand, and chemical additives at a high rate. This will be performed in stages with the plug and perf method along the wellbore until the entire lateral has been stimulated within the target formation. All stage plugs are then drilled out and the well is flowed back to surface. The well is produced through surface facilities consisting of high pressure production unites, vertical separation units, water and oil storage tanks. Max press and anticipated max rate- 9000 lbs @ 80 barrels a minute.

21) Total Area to be disturbed, including roads, stockpile area, pits, etc., (acres): 16.14

22) Area to be disturbed for well pad only, less access road (acres): 6.68

23) Describe centralizer placement for each casing string:

All casing strings will be ran with a centralizer at a minimum of 1 per every 3 joints of casing.

24) Describe all cement additives associated with each cement type:

See Attachment ***

25) Proposed borehole conditioning procedures:

All boreholes will be conditioned with circulation and rotation for a minimum of one bottoms up and continuing until operator is satisfied with borehole conditions.

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*Note: Attach additional sheets as needed.

009 - 00193

Schlumberger Cement Additives

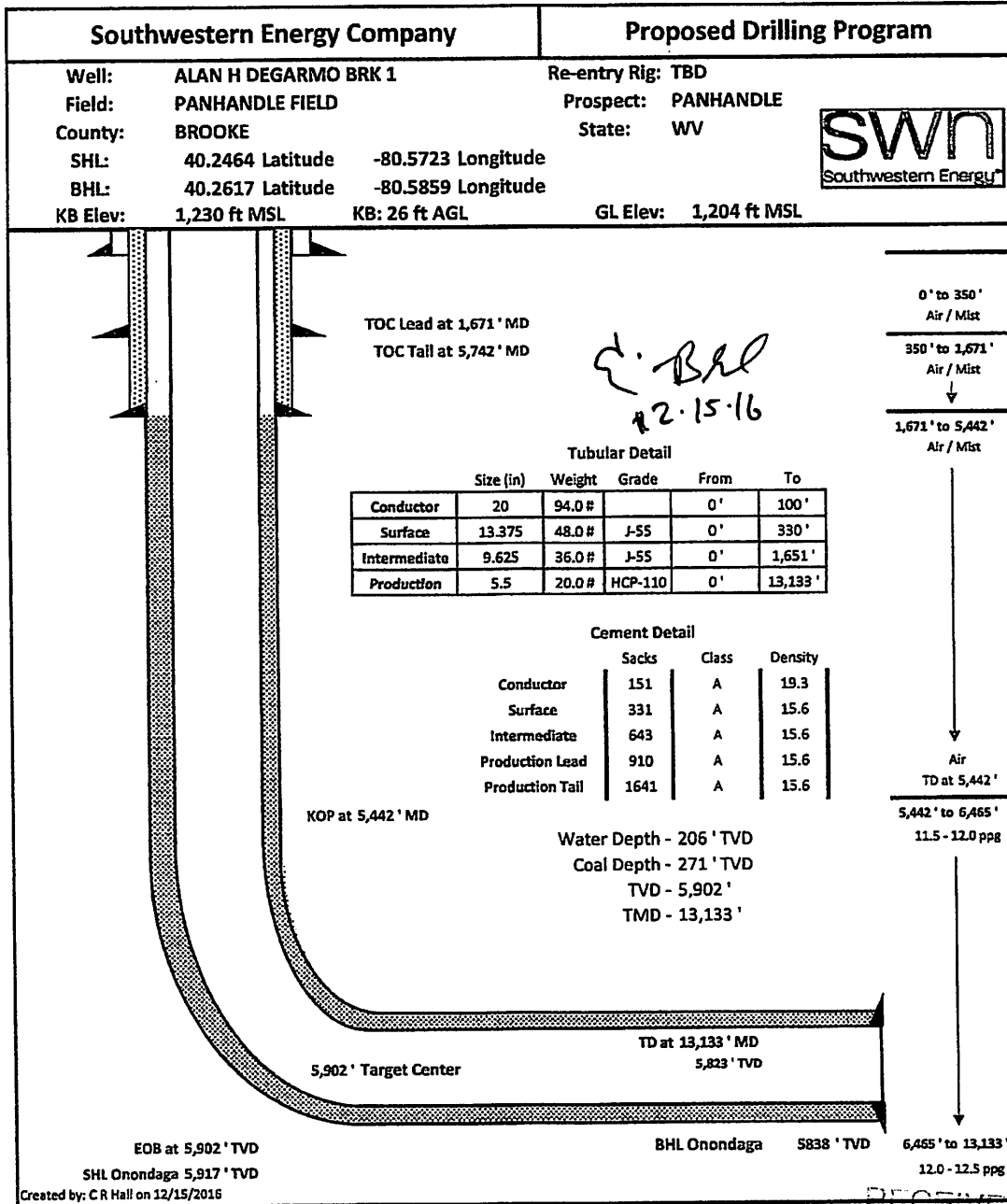
| | Product Name | Product Use | Chemical Name | CAS Number |
|-------------------------|---------------|---------------------|----------------------------------|-------------|
| Surface | S001 | accelerator | calcium chloride | 10043-52-4 |
| | | | | |
| Intermediate | S001 | accelerator | calcium chloride | 10043-52-4 |
| | | | | |
| Kick Off Plug | D080 | dispersant | sodium polynaphthalene sulfonate | 9008-63-3 |
| | D801 | retarder | aromatic polymer derivative | proprietary |
| | D047 | antifoam | polypropylene glycol | 25322-69-4 |
| Production-Lead | D167 | fluid loss | aliphatic amide polymer | proprietary |
| | D154 | extender | non-crystalline silica | 7631-86-9 |
| | D400 | gas migration | boric acid | 10043-35-3 |
| | D046 | antifoam | polypropylene glycol | 25322-69-4 |
| | | | fullers earth (attapulgate) | 8031-18-3 |
| | D201 | retarder | chrystalline silica | 14808-60-7 |
| | | | metal oxide | proprietary |
| | D202 | dispersant | sulphonated synthetic polymer | proprietary |
| formaldehyde (impurity) | | | proprietary | |
| Production-Tail | D046 | antifoam | polypropylene glycol | 25322-69-4 |
| | | | fullers earth (attapulgate) | 8031-18-3 |
| | D167 | fluid loss | aliphatic amide polymer | proprietary |
| | D065 | dispersant | sodium polynaphthalene sulfonate | 9008-63-3 |
| | | | sodium sulfate | 7757-82-6 |
| | D201 | retarder | chrystalline silica | 14808-60-7 |
| metal oxide | | | proprietary | |
| D153 | anti-settling | chrystalline silica | 14808-60-7 | |

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Created by: C R Hall on 12/15/2016

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December 7, 2016

Ms. Laura Adkins
Office of Oil & Gas
601 57th Street
Charleston, WV 25304

RE: Proposed New Well Alan H. Degarmo BRK 1H

Dear Ms. Adkins

SWN has reviewed the area of the above mentioned well and discovered no shallow wells within 500' of the lateral. This well is situated on the Degarmo's property, in Buffalo District, Brooke County, West Virginia.

If you have any questions or desire additional information, please me at 304-884-1614

Thank you.

Sincerely,



Dee Southall
Regulatory Supervisor
Southwestern Energy Production Company, LLC
PO Box 1300
Jane Lew, WV 26378

WW-9
(4/16)

API Number 47 - 009 - 00193

Operator's Well No. Alan H. Degarmo BRK 1H

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

FLUIDS/ CUTTINGS DISPOSAL & RECLAMATION PLAN

Operator Name SWN Production Company, LLC OP Code 494512924

Watershed (HUC 10) Upper Ohio South Quadrangle Bethany

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: closed loop system in place at this time- cuttings will be taken to a permitted landfill

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

Proposed Disposal Method For Treated Pit Wastes:

- Land Application
- Underground Injection (UIC Permit Number _____)
- Reuse (at API Number at next anticipated well, API # will be included with the WR-34/DDMR &/or permit addendum)
- Off Site Disposal (Supply form WW-9 for disposal location)
- Other (Explain flow back fluids will be put in steel tanks and reused or taken to a permitted disposal facility)

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

Drilling medium anticipated for this well (vertical and horizontal)? Air, freshwater, oil based, etc. air drill to KOP, fluid drill with SOB from KOP to TD

-If oil based, what type? Synthetic, petroleum, etc. synthetic oil base

Additives to be used in drilling medium? see attached sheets

Drill cuttings disposal method? Leave in pit, landfill, removed offsite, etc. landfill

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

-Landfill or offsite name/permit number? meadow SWF-1032, SS grading SWF-4902, Northwestern SWF-1025, Short Creek 1034/WW0109517/CID28726, Carbon Limestone 28726-CID28726

Arden Landfill 10072, American 02-12954, Country Wide 38390/CID38390, Pine Grove 13688

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 [Signature]

Company Official (Typed Name) Dee Southall

Company Official Title Regulatory Supervisor

Subscribed and sworn before me this 4th day of December 2014, 20

Brittany R Woody

My commission expires 11/29/2017

Notary Public



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SWN Production Company, LLC

Proposed Revegetation Treatment: Acres Disturbed 16.14 Prevegetation pH _____

Lime as determined by pH test min. 2 Tons/acre or to correct to pH 6.68

Fertilizer type 10-20-20

Fertilizer amount 600 lbs/acre

Mulch Hay/Straw 2.5 Tons/acre

Seed Mixtures

Temporary

Permanent

Seed Type lbs/acre

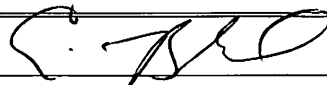
Seed Type lbs/acre

****See Attachment**

Attach:

Maps(s) of road, location, pit and proposed area for land application (unless engineered plans including this info have been provided). If water from the pit will be land applied, include dimensions (L x W x D) of the pit, and dimensions (L x W), and area in acreage, of the land application area.

Photocopied section of involved 7.5' topographic sheet.

Plan Approved by:  12.14.16

Comments: _____

Title: oil and gas inspector

Date: 12.14.16 MAR 17 2017

Field Reviewed? Yes No

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WVD Seeding Specification



To Order Seed contact Lyndsi Eddy Flippo office 570-996-4271 cell 501-269-5451 lyndsi_eddy@swn.com (please allow 7 to 10 days for delivery)

| NON-ORGANIC PROPERTIES | |
|---|--------------|
| Seed Mixture: ROW Mix | SWN Supplied |
| Orchardgrass | 40% |
| Timothy | 15% |
| Annual Ryegrass | 15% |
| Brown Top Millet | 5% |
| Red Top | 5% |
| Medium Red Clover | 5% |
| White Clover | 5% |
| Birdsfoot Trefoil | 5% |
| Rough Bluegrass | 5% |
| <p>All legumes are innoculated at 5x normal rate</p> | |
| <p>Apply @ 100lbs per acre April 16th- Oct. 14th</p> <p>Apply @ 200lbs per acre Oct. 15th- April 15th PLUS 50lbs per acre of Winter Wheat</p> | |

| SOIL AMENDMENTS | |
|---|--------------------------|
| 10-20-20 Fertilizer | *Apply @ 500lbs per Acre |
| Pelletized Lime | Apply @ 2 Tons per Acre |
| *unless otherwise dictated by soil test results | |

Seeding Calculation Information:

1452' of 30' ROW/LOD is One Acre
 871' of 50' ROW/LOD is One Acre
 622' of 70' ROW/LOD is One Acre

Synopsis:

Every 622 linear feet in a 70' ROW/LOD, you should be using (2) 50lb bags of seed, (4) 50lb bags of fertilizer and (80) 50lb bags of Lime (2x seed in winter months + 50lb Winter Wheat/ac).

Special Considerations:

Landowner Special Considerations including CREP program participants require additional guidance that is not given here. Discuss these requirements with SWN supervision at the beginning of the project to allow time for special seed delivery.

| ORGANIC PROPERTIES | |
|---|-----------------------------------|
| Seed Mixture: SWN Production Organic Mix | SWN Supplied |
| Organic Timothy | 50% |
| Organic Red or White Clover | 50% |
| OR | |
| Organic Perennial Ryegrass | 50% |
| Organic Red or White Clover | 50% |
| <p>Apply @ 100lbs per acre April 16th- Oct. 14th</p> <p>Apply @ 200lbs per acre Oct. 15th- April 15th</p> | |
| Organic Fertilizer @ 200lbs per Acre | Pelletized Lime @ 2 Tons per Acre |

| WETLANDS (delineated as jurisdictional wetlands) | |
|---|--------------|
| Seed Mixture: Wetland Mix | SWN Supplied |
| VA Wild Ryegrass | 20% |
| Annual Ryegrass | 20% |
| Fowl Bluegrass | 20% |
| Cosmos 'Sensation' | 10% |
| Redtop | 5% |
| Golden Tickseed | 5% |
| Maryland Senna | 5% |
| Showy Tickseed | 5% |
| Fox Sedge | 2.5% |
| Soft Rush | 2.5% |
| Woolgrass | 2.5% |
| Swamp Verbena | 2.5% |
| <p>Apply @ 25lbs per acre April 16th- Oct. 14th</p> <p>Apply @ 50lbs per acre Oct. 15th- April 15th</p> | |
| NO FERTILIZER OR LIME INSIDE WETLAND LIMITS | |

9-00193

MARCELLUS WELL DRILLING PROCEDURES AND WELL SITE SAFETY PLAN



SWN Production Company, LLC
179 Innovation Drive
Jane Lew, West Virginia 26378

API NO. 47-XXX-XXXXX
WELL NAME: Alan H. Degarmo BRK 1H
Bethany QUAD
Buffalo DISTRICT
Brooke COUNTY, WEST VIRGINIA

Submitted by:


Dee Southall

Date: 12/6/2016

Title: Regulatory Supervisor

SWN Production Co., LLC

Approved by:



Date: 12-14-16

Title: Oil & Gas Inspector

Approved by:

Date: _____

Title: _____

SWN PRODUCTION COMPANY, LLC

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1. CONTACTS, SCHEDULES, AND MEETINGSA. SWN Production Company, LLC: 24-Hour Emergency Hotline: **1-877-879-0376**

B(a). Emergency Telephone Numbers, External Agencies

| Agency Type/ Emergency Service | Name | Emergency Number |
|---------------------------------------|---------------|---------------------------|
| County Police | Brooke County | 911 or 304-737-3660 |
| State Police | Brooke County | 911 or 304-737-3671 |
| Ambulance Service | Brooke County | 911 or 304-737-5002 |
| Hospital | Brooke County | 304-797-6000 |
| Fire Department | Brooke County | 911 or 304-829-4504 |
| WV DEP Oil and Gas Inspector | Eric Blend | 304-552-1179 |
| WV DEP Inspector Supervisor | Joe McCourt | 304-380-2467 |
| WV DEP Oil and Gas Chief | James Martin | 304-926-0499 x 1654 |

Emergency Telephone Numbers for SWN Production Company, LLC Personnel are found on the following table:

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24-Hour Emergency Call Center (877) 879-0376
06/02/2017

9-00193

Phone Numbers for SWN Production Company, LLC Contractors:

| Type of Contractor | Company Name | Telephone Number |
|----------------------|-------------------------------|------------------|
| Well Control Company | Wild Well Control | 281-784-4700 |
| Earthwork/Equipment | Burns Drilling and Excavating | 724-428-4361 |
| Earthwork/Equipment | Patriot One | 724-579-0981 |
| Remediation/Cleanup | EPS of Vermont | 800-577-4557 |
| Remediation/Cleanup | Ryan Environmental | 304-842-5578 |
| Heavy Equipment | Burns Drilling | 724-428-4361 |
| Rouster Crew | Roughcut | 501-827-1221 |
| Cleanup Supplies | Producers Supply | 724-627-6800 |

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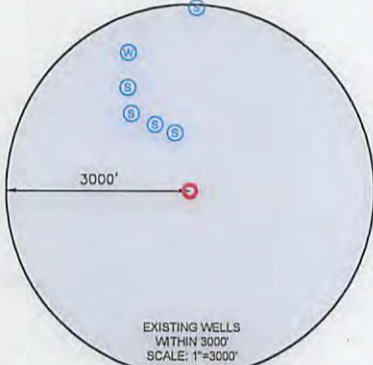
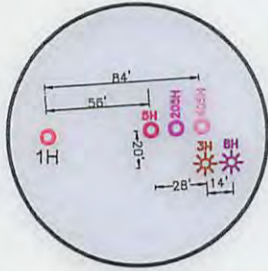
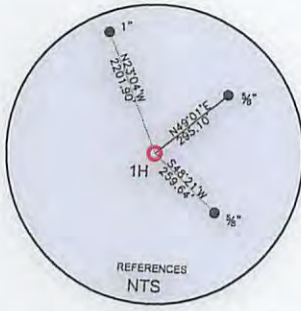
Longitude: 80°32'30" SURFACE HOLE 8563' Longitude: 80°35'00" BOTTOM HOLE 855' Latitude: 40°15'00" SURFACE HOLE 1203'



CIVIL & ENVIRONMENTAL CONSULTANTS, INC.
600 MARKETPLACE AVENUE, SUITE 200
BRIDGEPORT, WV 26330
304-933-3119

| |
|-------------------------------------|
| SURFACE HOLE LOCATION (SHL): |
| UTM (NAD83, ZONE 17, METERS): |
| NORTHING: 4,455,195.789 |
| EASTING: 536,377.789 |
| LANDING POINT (LPL): |
| UTM (NAD83, ZONE 17, METERS): |
| NORTHING: 4,455,045.562 |
| EASTING: 536,071.870 |
| BOTTOM HOLE LOCATION (BHL): |
| UTM (NAD83, ZONE 17, METERS): |
| NORTHING: 4,456,885.134 |
| EASTING: 535,210.074 |

GRID NORTH
UTM, NAD83 DATUM, ZONE 17, US FT



WELL RESTRICTIONS

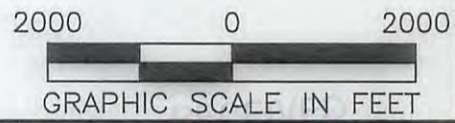
1. NO OCCUPIED DWELLINGS > 2500 SQ FT. WITHIN 625 FEET OF CENTER OF PAD.
2. NO AGRICULTURE BUILDINGS > 2500 SQ FT. WITHIN 625 FEET OF CENTER OF PAD.
3. WATER WELLS OR DEVELOPED SPRINGS ARE WITHIN 957 FEET OF PROPOSED WELL.
4. PERENNIAL STREAMS, LAKES, PONDS, OR RESERVOIRS WITHIN 800 FEET OF THE LIMITS OF DISTURBANCE.
5. NO NATURALLY PRODUCING TROUT STREAM WITHIN 300 FEET OF LIMITS OF DISTURBANCE.
6. NO GROUND INTAKE OR PUBLIC WATER SUPPLY WITHIN 1000 FEET OF WELL PAD, LIMITS OF DISTURBANCE, E & S CONTROLS OR PUBLIC WATER SUPPLY.

NOTES ON SURVEY

1. SURFACE AND ROYALTY OWNER INFORMATION AND THEIR BOUNDARIES SHOWN HEREON WERE PLOTTED FROM DEEDS AND/OR TAX PARCEL MAPS PROVIDED BY CLIENT AND/OR FIELD LOCATIONS.
2. THIS PLAT DOES NOT REPRESENT A BOUNDARY SURVEY OF THE PARCELS SHOWN HEREON.
3. ALL INSETS ARE GRID NORTH UNLESS OTHERWISE DEPICTED.

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 REGULATIONS ISSUED AND PRESCRIBED BY THE DEPARTMENT OF ENVIRONMENTAL PROTECTION.

P.S. 991



COMPANY: **SWN** Production Company, LLC

(+) DENOTES LOCATION OF WELL ON UNITED STATES TOPOGRAPHIC MAPS
WVDEP
OFFICE OF OIL & GAS
601 57TH STREET
CHARLESTON, WV 25034

MINIMUM DEGREE OF ACCURACY: 1/200
PROVEN SURVEY SOURCE OF ELEVATION: GRADE GPS (NAVD 88, US FT)

ALAN H DEGARMO BRK
OPERATOR'S WELL #: 1H
API WELL #: 47 009 00193 H6A
STATE COUNTY PERMIT

WELL TYPE: OIL WASTE DISPOSAL PRODUCTION DEEP GAS LIQUID INJECTION STORAGE SHALLOW

WATERSHED: UPPER OHIO SOUTH ELEVATION: 1204.0
DISTRICT: BUFFALO COUNTY: BROOKE QUADRANGLE: BETHANY
SURFACE OWNER: ALAN H DEGARMO & MARY KAY DEGARMO, LIFE ESTATE ACREAGE: 140.97±
OIL & GAS ROYALTY OWNER: ALAN H DEGARMO ACREAGE: 140.97±

DRILL DRILL DEEPER REDRILL FRACTURE OR STIMULATE PLUG OFF OLD FORMATION PERFORATE NEW FORMATION
CONVERT PLUG & ABANDON CLEAN OUT & REPLUG OTHER CHANGE (SPECIFY)

TARGET FORMATION: MARCELLUS ESTIMATED DEPTH: 5,902 TVD 13,133 TMD

WELL OPERATOR: SWN PRODUCTION COMPANY, LLC DESIGNATED AGENT: DEE SOUTHALL
ADDRESS: P.O. BOX 1300 ADDRESS: P.O. BOX 1300
CITY: JANE LEW STATE: WV ZIP CODE: 26378 CITY: JANE LEW STATE: WV ZIP CODE: 26378

| | | |
|---------------------------------------|---------------------|----------------------------|
| LEGEND: | REVISIONS: | DATE: 01-18-2017 |
| ○ PROPOSED SURFACE HOLE / BOTTOM HOLE | — SURVEYED BOUNDARY | |
| ⊙ EXISTING / PRODUCING WELLHEAD | — DRILLING UNIT | |
| LPL* LANDING POINT LOCATION | — LEASE BOUNDARY | |
| ⊙ EXISTING WATER WELL | — PROPOSED PATH | |
| ⊙ EXISTING SPRING | | |
| | | DRAWN BY: D. MILLER |
| | | SCALE: 1" = 2000' |
| | | DRAWING NO: XXXXX |
| | | WELL LOCATION PLAT |



CIVIL & ENVIRONMENTAL CONSULTANTS, INC.
 600 MARKETPLACE AVENUE, SUITE 200
 BRIDGEPORT, WV 26330
 304-933-3119

| WELL BORE TABLE FOR SURFACE / ROYALTY OWNERS | | | |
|--|--|------------|--------|
| TRACT | SURFACE OWNER (S) / ROYALTY OWNER (R) | TAX PARCEL | ACRES |
| | ALAN H. DEGARMO & MARY KAY DEGARMO LIFE ESTATE KATHRYN A. DEGARMO AND PATRICK A. DEGARMO REMAINDER | 3-B33-20 | 140.97 |
| TRACT | SURFACE OWNER | TAX PARCEL | ACRES |
| 1 | CHRISTY A. CYBULSKI | 3-B33-10 | 87.12 |

| ADJOINING OWNERS TABLE | | | |
|------------------------|--|------------|--------|
| TRACT | SURFACE OWNER | TAX PARCEL | ACRES |
| A | CHARLES STEWART | 3-B33-55.1 | 1.01 |
| B | JEFFERY L. MARTINDILL | 3-B33-9 | 1.6 |
| C | RICHARD C. & BONNIE OLENICK | 3-B33-8 | 1.4 |
| D | EDWARD FRANK MARKER III & TERESA ANN MARKER | 3-B33-11 | 1.68 |
| E | JOHN WILLIAM & HELEN DARLENE MCGOWAN | 3-B33-15 | 2.49 |
| F | JOHN WILLIAM & HELEN DARLENE MCGOWAN | 3-B33-16 | 2.5 |
| G | ROBERT ANTILL, JR & CYNTHIA ANTILL | 3-B33-17.2 | 1.0530 |
| H | JOANN MYERS LIFE ESTATE & JAMES W. MYERS REMAINDER | 3-B33-19 | 2.40 |
| I | THOMAS M. & DEBORAH J. OLDAKER | 3-B33-1 | 2.39 |
| J | MICHEAL W. SOMON | 3-B27-25 | 3.12 |
| K | LARRY B. & SHELLY D. ARACICH | 3-B27-23 | 5.01 |
| L | ZACCHEUS PROPERTIES | 3-B27-20 | 0.459 |
| M | KATHRYN DEGARMO | 3-B33-20.1 | 2.5 |
| N | MARY ANN CHARLTON & DAVID M. EDWARDS | 3-B33-21 | 1.5329 |
| O | PARTICK DEGARMO | 3-B33-20.2 | 1.53 |

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 06/02/2017

| | | | | |
|------------|------------|--------------------|--------|----------------------|
| REVISIONS: | COMPANY: | | | DATE: 01-18-2017 |
| | OPERATOR'S | ALAN H DEGARMO BRK | | DRAWN BY: D. MILLER |
| | WELL #: | 1H | | SCALE: N/A |
| | DISTRICT: | COUNTY: | STATE: | DRAWING NO: XXXXX |
| | BUFFALO | BROOKE | WV | WELL LOCATION PLAT 2 |



9-00193

SWN Production Company, LLC
P O Box 12359
Spring, Texas 77391-2359
www.swn.com

March 13, 2017

Ms. Laura Adkins
WV DEP Office of Oil & Gas
601 57th St., SE
Charleston, WV 25304

RE: SWN's proposed New Well: Alan H. Degarmo BRK 1H in Brooke County, West Virginia, Drilling under Genteel Ridge Road.

Dear Ms. Adkins:

SWN Production Company, LLC ("SWN") is applying for a drilling permit for the above referenced well. The State of West Virginia has raised some concern as to SWN's right to drill under Genteel Ridge Road. Please be advised that SWN has leased all mineral owners under said route as it relates to the above-referenced well and unit.

Thank you.

Sincerely,

Derek Clark, RPL
Staff Landman
SWN Production Company, LLC
PO Box 12359
Spring, TX 77391-2359

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WW-6A1
(5/13)

Operator's Well No. Alan H Degarmo 1H

**INFORMATION SUPPLIED UNDER WEST VIRGINIA CODE
Chapter 22, Article 6A, Section 5(a)(5)
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 extract, produce or market the oil or gas are as follows:

| Lease Name or Number | Grantor, Lessor, etc. | Grantee, Lessee, etc. | Royalty | Book/Page |
|--------------------------|-----------------------|-----------------------|---------|-----------|
| See Attached Exhibit "A" | | | | |

**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: SWN Production Company, L.L.C.

By: *Derek Clark* MAR 17 2017

Its: Staff Landman WV Department of

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EXHIBIT "A"

Attached to and made a part of the State of West Virginia Oil and Gas Permit Form, WW-6A1, by SWN Production Company, LLC., Operator

Alan H Degarmo BRK 1H
Brooke County, West Virginia

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| # | TMP | SURFACE OWNER | DEEDED ACREAGE | LEASE # | LESSOR | LESSEE | ROYALTY | BK/PG |
|----|------------------------|--|----------------|------------|--|--|---------|---------------------------|
| 1) | 03-0B33-0020-0000-0000 | Alan H. DeGarmo and Mark Kay Degarmo, Life Estate Kathryn A. DeGarmo and Patrick A. DeGarmo Remainder | 140.97 | 729466-000 | Alan H. DeGarmo, by and through his Attorney-in-Fact Mary Kathryn Hervey DeGarmo and Mary Kathryn Hervey DeGarmo, husband and wife (Life Estate Interest), Kathryn A. DeGarmo, a single woman (Remainder Interest), Patrick A. DeGarmo, a single man (Remainder Interest) | Chesapeake Appalachia, L.L.C. SWN Production Company, L.L.C. | 18.00% | 12/458 30/480 |
| 2) | 03-0B33-0010-0000-0000 | Christy A. Cybulski | 87.12 | 730140-000 | Beverly A. White, widow | Great Lakes Energy Partners, L.L.C. Chesapeake Appalachia, L.L.C. SWN Production Company, L.L.C. | 12.50% | 10/40 10/552 30/480 |
| 3) | 03-0B27-0022-0000-0000 | Chad Alan Graham and Tiffany Nicole Graham | 151.71 | 730135-000 | Starvaggi Industries, Incorporated | Fortuna Energy, Inc. Chesapeake Appalachia, L.L.C. SWN Production Company, L.L.C. | 12.50% | 9/532 10/541 30/480 |
| 4) | Genteel Ridge Road | West Virginia Department of Transportation, Division of Highways | 1.97 | Pending | West Virginia Department of Transportation, Division of Highways | SWN Production Company, L.L.C. | 20.00% | Enclosed |

Tract No. _____
 Sale _____
 Lease No. OG0002-0605

**THE STATE OF WEST VIRGINIA OIL AND GAS LEASE
 NO SURFACE USE
 (3 YEAR PAID-UP LEASE)**

This Oil and Gas Lease (this "Lease") is dated as of December 31, 2016, (the "Effective Date"), by and between the WEST VIRGINIA DEPARTMENT OF TRANSPORTATION, DIVISION OF HIGHWAYS, whose address is Right of Way Division, 1900 Kanawha Blvd, East, Building 5, Room A-110, Charleston, West Virginia 25305-0430, party of the first part, hereinafter designated as LESSOR, and SWN Production Company, LLC, a Texas corporation, whose address is 10000 Energy Drive, Spring, Texas 77389, party of the second part, hereinafter designated as LESSEE.

UNDER AND PURSUANT TO THE PROVISIONS OF THE CONSTITUTION AND LAWS OF THE STATE OF WEST VIRGINIA RELATING TO LEASING PUBLIC LANDS BELONGING TO THE STATE OF WEST VIRGINIA, WITNESSETH:

1. **Grant of Lease.** In consideration of the bonus of Three Thousand Dollars (\$3,000.00) per acre paid at closing to Lessor, the royalties to be paid, and the covenants, obligations, stipulations and conditions to be observed and performed as herein set forth, Lessor does hereby demise, lease and let unto the Lessee the following described tracts of land for the sole purpose and with the exclusive right of exploring, drilling, completing, operating for, and producing oil, gas, and other liquid or gaseous hydrocarbons (including, by way of example and not limitation, any and all natural gas liquids such as butane, ethane, isobutane, natural gasolines, pentanes, propane, and similar liquids or byproducts) produced in association with the oil or gas in or underlying the Leased Premises (the "Granted Minerals"), situated in Buffalo District, Brooke County, West Virginia, and being more particularly described as follows:

Genteel Ridge Road as further identified on Exhibit "A"

Containing 6.803 acres, more or less (the "Leased Premises"). Lessor represents and warrants to Lessee that the West Virginia Department of

Transportation, Division of Highways is the proper agency or instrumentality of the State of West Virginia to enter into this Lease for the purpose of leasing the Granted Minerals and Leased Premises to Lessee on the terms set forth herein, and that the Director of the West Virginia Department of Transportation, Division of Highways is vested with the full legal authority and is duly authorized to execute this Lease on behalf of the Lessor and the State of West Virginia.

2. Limitations on the Grant of Lease.

a. **Surface Activities Prohibited.** This lease does not include, and specifically prohibits and excludes the right to enter upon or conduct exploration for, drilling, and production and marketing activities of any kind associated with the Granted Minerals, or any other activities by Lessee, its representatives, employees, contractors, agents, and affiliates, on the surface of the lands covered herein, if any, including, but not limited to the construction of any pits and/or pipelines or gathering lines on the Leased Premises.

b. **No Storage.** Lessee may not use the Leased Premises, or any part thereof, for gas, oil, hydrocarbons, or brine storage purposes.

c. **Use of Surface or Subsurface Water.** Lessee shall not use the surface waters or the groundwaters located within the Leased Premises.

d. **Reserved Rights of Lessor.** Lessor reserves all rights not granted in this Lease, and specifically excepts herefrom all minerals other than the Granted Minerals including, by way of example and not limitation, geothermal energy, salt, brine, coal and coalbed methane.

3. Facilities Development. All development and production activities and facilities shall be constructed on adjoining and/or other lands, but not the Leased Premises, and above and outside the high water mark of the Ohio River, other waterways or islands therein, except to the extent that horizontal well laterals are located underneath the bed, banks and shores of the same.

4. Term. This Lease shall remain in force for a term of Three (3) years from the date hereof ("Primary Term"), and as long thereafter as Granted Minerals are produced from the Leased Premises or on acreage pooled therewith, or drilling operations are continued as hereinafter provided. If, at the expiration of the Primary Term of this Lease, Granted Minerals are not being produced on the

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Leased Premises or on acreage pooled therewith, but Lessee is then engaged in drilling or re-working operations thereon, then this Lease shall continue in force for so long as operations are being continuously prosecuted on the Leased Premises or on acreage pooled therewith ("Operations"). Operations shall be considered to be continuously prosecuted if not more than one hundred twenty (120) consecutive days shall elapse between the completion or abandonment of one well and the beginning of operations for the drilling of a subsequent well. If after discovery of Granted Minerals on the Leased Premises or on acreage pooled therewith, the production thereof should cease from any cause after the Primary Term, this Lease shall not terminate if Lessee commences additional drilling or re-working operations within one hundred twenty (120) days from date of cessation of production or from date of completion of a dry hole. If Granted Minerals shall be discovered and produced as a result of such operations at or after the expiration of the Primary Term of this Lease, this Lease shall continue in force so long as Granted Minerals are produced from the Leased Premises or on acreage pooled therewith.

5. **Unitization.** Lessee may voluntarily pool, consolidate, or unitize portions of the Leased Premises as to hydrocarbon bearing geologic formations in order to constitute a unit for the purpose of exploring for and producing Granted Minerals. Said unit may not exceed Six Hundred Forty (640) acres and shall be comprised of lands contiguous to the Leased Premises and/or in the vicinity of the Leased Premises; provided that the unit may, with the written consent of Lessor, be larger, but no greater than One Thousand, Two Hundred and Eighty (1,280) acres, which consent shall not be unreasonably withheld, if that unit, in comparison to a unit of Six Hundred Forty (640) acres, shall provide for the greater development of the Granted Minerals in compliance with the diligent development and protection from drainage requirements of Paragraph Fourteen of this Lease. Once formed, the unit(s) may not be reformed, re-pooled, altered, amended, or changed in any manner without the prior written consent of Lessor, which consent shall not be unreasonably withheld. If Lessor does not grant or deny consent within Thirty (30) days of its receipt of the subject Lessee's request, said request will be deemed approved and consent granted.

6. **Pugh Clause - Horizontal and Vertical.** As to any acreage of the Leased Premises which is not included within any properly constituted and publicly recorded production unit at the expiration of the Primary Term, as extended hereunder, this Lease shall automatically terminate, and be of no further force or effect. Further, and to the extent Lessee has established production in paying quantities beyond the expiration of the Primary Term on the Leased Premises, or lands pooled therewith, the Lease shall terminate, on a production unit-by-production unit basis, as to all depths, horizons and zones lying at least One Hundred feet (100') below the deepest producing horizon on the Leased Premises or any lands pooled therewith determined by reference to the deepest

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producing horizon in each respective production unit. Thereafter, this Lease shall continue in full force and effect for all depths, horizons and zones lying above the depth of One Hundred feet (100') below the deepest producing formation of a particular production unit as to all acreage located within that particular production unit. Upon the drilling and completion of a well within a production unit containing at least a portion of the Leased Premises, Lessee shall file a declaration of pooling and unitization within a reasonable time in the records of the Office of the Clerk of the County Commission of the county in which the applicable Granted Minerals are situated.

7. Royalty.

a. **Delivery and Payment.** Lessee shall deliver or cause to be delivered to the Lessor, or its successors, nominees, agents, or assigns, at no cost to Lessor, a royalty equal to Twenty Percent (20%) or One-Fifth of Eight Eighths ($1/5$ of $8/8$ ths) of the Gross Proceeds realized by Lessee, or any Affiliate of Lessee, from the sale of the Granted Minerals, produced and sold from the Leased Premises.

i. **Gross Proceeds.** Gross Proceeds means the total monies and other consideration accruing to Lessee for the disposition of the Granted Minerals and/or any other marketable by-products, including condensate, produced from the Leased Premises. Gross Proceeds shall be calculated based on the total gross volume of Granted Minerals produced and sold, exclusive of production and post-production costs and severance taxes or other taxes of any nature.

ii. **Affiliate of Lessee.** Affiliate of Lessee means any person, corporation, firm, or other entity in which Lessee, or any parent company, subsidiary or affiliate of Lessee, owns an interest of Five Percent (5%) or more, whether by stock ownership or otherwise, or over which Lessee, or any parent company or affiliate of Lessee exercises any degree of control, directly or indirectly, by ownership, interlocking directorate, or in any other manner; and any corporation, firm or other entity which owns any interest in Lessee, whether by stock ownership or otherwise, or which exercises any degree of control, directly or indirectly, over Lessee, by stock ownership, interlocking directorate, or in any other manner.

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b. **Due Dates of Royalty.** Lessee shall pay Lessor all royalties that may become due under this Lease within one hundred twenty (120) days after the first day of the month following the month during which any well commences production into a pipeline for sale of such production. Thereafter, all royalties shall be paid to Lessor on or before the last day of the third month following the month of production or within Ninety (90) days after the first day of the month following, whichever is longer.

c. **Automatic Termination for Non-Payment of Royalty.** If royalty is not paid within the time prescribed in the preceding subsection entitled Due Dates of Royalty, Lessor will provide Lessee written notice of nonpayment of royalty in accordance with paragraph 32 of this Lease. If Lessee fails to pay Lessor royalty actually due and owing to Lessor within Thirty (30) days from Lessee's receipt of such notice, this Lease will automatically terminate.

d. **Production & Post-Production Costs.** Neither Lessee, nor any Affiliate of Lessee, may reduce Lessor's royalty for any post-production expense, including, by way of example and not limitation, pipelines, surface facilities, telemetry, gathering, dehydration, transportation, fractionation, compression, manufacturing, processing, treating, or marketing of the Granted Minerals or any severance or other taxes of any nature paid on the production thereof. Royalties under this Lease shall be based on the total proceeds of sale of the Granted Minerals, exclusive of any and all production and/or post-production costs.

8. **Method of Payment.** All rents, royalties, bonuses, or other payments accruing and/or owing from Lessee to Lessor under this Lease shall be made or tendered in the following manner:

a. By certified or cashier check delivered in accordance with paragraph 32 of this Lease, or

b. By direct deposit or wire transfer to the credit of Lessor as provided in writing by Lessor to Lessee in writing by a separate instrument delivered contemporaneously with this Lease.

9. **Information, Metering, Lessor's Right to Audit.** Upon request, Lessee shall furnish to Lessor copies of title opinions covering the Leased Premises; copies of filings made by Lessee with the Department of Environmental Protection related to the Leased Premises; copies of daily drilling reports, gauge

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tickets, sales receipts, division orders, or amounts of gross production; copies of gas contracts or any other agreements pursuant to which Lessee will sell, use, transfer, process, or dispose of the Granted Minerals produced from the Leased Premises; and/or any other information related to the production and sales of the Granted Minerals, excepting any documentation that is subject to a confidentiality clause or similar provision which limits distribution of the subject documentation to third parties. Lessee shall meter gas deriving from the Leased Premises at the wellhead in accordance with West Virginia law. Lessor shall, on an annual basis, have the right to audit the books, accounts, contracts, records, and data of Lessee pertaining to the development and sale of the Granted Minerals.

10. Quarterly Royalty Statement, Annual Report. Lessee shall furnish an annual report, including production volumes and sales prices, to the Lessor not less than annually on the anniversary date of this Lease, unless otherwise requested by Lessor. The Lessee shall include the following information no less frequently than once per calendar quarter, either on the check stub of a royalty payment or on an attachment to or enclosure with a royalty payment:

- a. The lease, property, or well names and the well identification numbers on which royalties are being paid;
- b. The month and year during which the sales occurred for which payment is being made;
- c. The total production from the well or wells expressed as the number of barrels of oil or the total amount of gas in thousand cubic feet (MCF) and the volume of any other Granted Minerals, condensate, or other constituents therein which were sold
- d. The price per barrel of oil and per MCF of gas sold; and
- e. The name, address, and telephone number of a contact person where the Lessor may obtain information about royalty payments made by the Lessee hereunder

11. Shut-In Royalty. If a well has been completed capable of production in paying quantities, and has been temporarily shut-in for lack of a market, Lessee shall pay Lessor annually, on or before Ninety (90) days of such shut-in event, the sum of One Hundred (\$100.00) Dollars per acre for the first year, and Two Hundred Fifty Dollars (\$250.00) per acre for the year thereafter on the ensuing anniversary. In no event may Lessee maintain this Lease by payment of shut-in royalty beyond a continuous two-year period, and this Lease shall terminate automatically on the first day following the second anniversary date of initial shut-in. Additionally, in no event may Lessee maintain this Lease by

payment of shut-in royalty beyond a cumulative three-year period during which all production of Granted Minerals was shut-in, and this Lease shall terminate automatically on the first day following the date that all production of Granted Minerals has been shut-in for a cumulative period of Thirty-Six (36) months.

12. **Notice of Intent to Drill and Complete.** Lessee shall supply Lessor prior written notice of Lessee's intention to drill at least fourteen (14) calendar days prior to the spudding in of a well associated with producing the Granted Minerals. Lessee shall also supply Lessor with a copy of Lessor's completion report of such well or wells within thirty calendar (30) days of completion.

13. **Diligence, Duty to Drill Offset Wells.** Lessee shall conduct its drilling operations hereunder utilizing best industry practices in existence at the time of such drilling, and shall otherwise conduct its operations in a good and workmanlike manner as a reasonably prudent operator would under the same or similar circumstances until all drilling and producing operations are completed, or until such time as the final well is plugged and abandoned. Additionally, if Granted Minerals are discovered on or in the Leased Premises, Lessee shall further develop and produce the Leased Premises as a reasonable and prudent operator would, and exercise all due diligence in drilling additional well(s) as may be necessary to fully develop the Leased Premises. Lessee shall protect the Granted Minerals in and under the Leased Premises from drainage by wells on adjoining or nearby tracts or leases, including those held by Lessee or any Affiliate of Lessee. Neither the rentals, royalties, nor any other consideration set forth under this Lease shall relieve Lessee of its obligation to reasonably develop and produce the Leased Premises and to reasonably protect the Granted Minerals in and under the Leased Premises from drainage or other damage.

14. **Waste Prohibited, Damage.** Lessee shall not commit, or cause to be committed, waste, damage, or pollution to the Leased Premises. Lessee shall take all reasonable steps to prevent its operations from causing or contributing to soil erosion, or to the injury of terraces, grades, embankments, other soil, or structures on the Leased Premises. Lessee shall not pollute the surface or subterranean waters of the Leased Premises, any reservoirs, springs, streams, irrigation ditches, stock ponds, or other wells on the Leased Premises. Lessee shall not decrease the fertility of the soil, damaging any crops, grasses, timber, or pastures on the Leased Premises, and shall not harm or injure any animals, fish, or livestock on or in the Leased Premises, or damage any buildings, roads, structures, or other improvements on the Leased Premises. Lessee shall preserve the Leased Premises, and upon the termination of this Lease, promptly surrender and return the Leased Premises to the Lessor in the same condition, or substantially similar condition, as the Leased Premises were in prior to Lessee taking possession of the Leased Premises. Lessee shall compensate Lessor, its successors or assigns, for damages caused by Lessee to any being or thing which is the subject of this provision.

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15. **Well Plugging.** Before abandoning any well associated with this Lease, Lessee shall securely plug and abandon such well or wells in accordance with the rules and regulations of the West Virginia Department of Environmental Protection and the laws of the State of West Virginia, and any other governmental agency having jurisdiction.

16. **Record Management.** The Lessee shall keep an accurate account of all drilling operations, including but not limited to the following: a log of each well drilled, duly sworn to by the contractor or driller; original gas sales contracts with amendments; gas balancing agreements and schedules; information concerning litigation, settlement agreements, or other agreements relating to sales and pricing of the Granted Minerals.

17. **Ratification.** No instrument executed by Lessor shall be effective to constitute a ratification, renewal, extension or amendment of this Lease unless such instrument is clearly titled to indicate its purpose and intent.

18. **Compliance with Applicable Law.** This Lease shall be subject to the Constitution and laws of the State of West Virginia and the rules and regulations of the West Virginia Division of Natural Resources and the West Virginia Department of Environmental Protection now or hereafter in force, all of which are made a part and condition of this Lease; provided, that no regulation made after the execution of this Lease affecting either the length of the term hereof, the rate of royalty, or payment hereunder, or the assignment hereof, shall operate to alter the terms and conditions of this Lease. Lessee agrees to comply in all material respects with the laws, rules and regulations of the State of West Virginia and the United States of America.

19. **Insurance.** A company licensed by the West Virginia Insurance Commission to do business in the state of West Virginia shall underwrite all policies required by this Lease. Lessee, and/or any person or entity acting on Lessee's behalf under this Lease, shall maintain with one or more such licensed insurance carriers at all times during which this Lease remains in force and effect sufficient workers compensation and employer's liability insurance, commercial general liability and umbrella liability insurance, business auto and umbrella liability insurance, and environmental liability insurance in the amount of at least Twenty-Five Million Dollars (\$25,000,000.00), combined single limit, identifying Lessor as an additional insured (except for workers compensation and employer's liability), and shall be primary coverage for Lessor. Said policy or policies, declaration pages and certificates of insurance thereof shall be delivered to Lessor upon commencement of the Lease, and upon each renewal of said insurance policy. The insurance policies required under this paragraph shall name Lessor as an additional insured, except for workers compensation and

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employer's liability with regard to the Leased Premises, and shall reflect that the insurer has waived any right of subrogation against the Lessor.

20. **Bonding.** Within Thirty (30) days from the Effective Date of this Lease, Lessee shall post a surety bond in favor of the Lessor in an amount of Two Hundred Thousand Dollars (\$200,000.00) to secure payment of all sums due and performance of all obligations arising under this Lease.

21. **Assignment.** The rights and estate of Lessee (or any permitted assignee or transferee of Lessee) hereunder may not be assigned or otherwise transferred, in whole or in part, without the prior written consent of Lessor, which consent shall not be unreasonably withheld. In the event Lessee proposes to assign or transfer this Lease, the Lessee shall give Lessor written notice of its intent to assign or transfer its interest in the Lease, which notice shall specify the type of assignment or transfer contemplated, the identity and contact information of the proposed assignee or transferee, and the timeframe of the proposed assignment or transfer ("Transfer Notice"). Upon delivery of a Transfer Notice to the Lessor, Lessor shall have Fifteen (15) days to either: (a) consent to the proposed assignment or transfer by delivering written its consent to Lessee; or (b) in its reasonable discretion, withhold its consent to the proposed assignment or transfer by delivering written notice to Lessee that it is withholding its consent and specifying the reasons therefor. In the event that Lessor fails to respond to a Transfer Notice within the fifteen-day period specified in the immediately preceding sentence, Lessor shall be deemed for all purposes under the law to have approved the assignment or transfer outlined in the Transfer Notice, and to have consented to such assignment or transfer in the same manner as if it would have delivered its written consent to Lessee.

22. **Default.** The occurrence of any of the following shall be deemed a default of this Lease:

- a. Failure of Lessee to timely pay Lessor any amounts required under this Lease in accordance with paragraph 7.
- b. If any creditor of Lessee, its agents, and/or assigns, takes any action to execute on, garnish, or attach the Lessee's assets located on or accessing the Leased Premises. This provision shall not impair Lessee's ability to mortgage its interests in the Granted Minerals or the Leased Premises.
- c. Failure of Lessee to obtain any requisite "prior written consent" as set forth within this Lease.
- d. Failure of Lessee to maintain insurance in the type and amount as set forth within this Lease.
- e. Shut-in of Lease exceeding the periods set forth in paragraph 11 of this Lease.

23. **Notice of Default or Breach.** If Lessor considers that Lessee has failed to comply with its obligations under this Lease, whether express and implied, Lessor shall notify Lessee in writing, setting out in what respects Lessee has breached this Lease. Lessee shall then have Thirty (30) days after receipt of said notice to cure all alleged breaches asserted by Lessor or, if it is not practical to cure such alleged breaches within thirty (30) days, then Lessee shall have Thirty (30) days to commence curing the alleged breach and diligently and continuously pursue to completion such cure. If Lessee, having received such written notice of breach of Lease, shall thereafter fail or refuse to satisfy in the timeframes set forth in the immediately preceding sentence, or respond in a meaningful fashion to Lessor's notice, this Lease shall automatically cease and terminate. Upon such termination, Lessee agrees to (a) immediately and unconditionally surrender possession of the Leased Premises, or of the portion of the Leased Premises included in such notice of breach, and (b) plug and abandon any producing or non-producing well(s).

24. **Remedies for Default or Breach.** The Lessor shall be entitled to recover from the Lessee any and all royalties, charges, or claims of every kind and nature due and owing and/or arising out of this Lease, upon failure to comply with the provisions of this Lease and to take immediate possession of the Leased Premises. If Lessor institutes proceedings to clear title or take possession of the Leased Premises, Lessor shall be entitled to recover from Lessee its attorney fees and costs, investigation costs, any expert fees, and any other costs or expenses related to such proceedings.

25. **Surrender of Lease.** The Lessee may surrender this Lease or any part of this Lease if, and only if, Lessee is not then in default of any obligations under this Lease and upon payment of all liabilities then accrued and due. Such surrender must be evidenced by written notice delivered to Lessor Thirty (30) days prior to the effective date of surrender. Lessee shall deliver to Lessor a release or releases in recordable form approved by Lessor, and Lessee shall release the applicable portion of this Lease upon expiration. Lessee may not release any portion of this Lease included in a pool or unit as long as Operations are being conducted on such pool or unit. Any partial release must describe all depths and horizons in and under the Leased Premises so released.

26. **No Warranty of Title.**

a. Lessor makes no representation of title or ownership, either express or implied, and further makes no warranty as to the actual or potential presence of Granted Minerals. Lessee represents it has performed all necessary due diligence regarding the title or ownership of the Granted Minerals, and agrees to be

bound by the quantum of acreage as set forth in the Legal Description above.

b. Lessee shall notify Lessor of any adverse claim to the Leased Premises affecting title to all or a portion of the rights to develop the Granted Minerals, and Lessor may, with the approval of the Attorney General, enter into an escrow arrangement for future rents and royalties accruing to such disputed portion of the Leased Premises under terms and conditions that the Attorney General feels proper to safeguard the rights and interest of the State of West Virginia.

c. If an adverse claimant files suit against the State of West Virginia or against Lessee claiming title to all or a portion of the Granted Minerals, or if the Lessee, after receiving notice of an adverse claim, institutes litigation in a court of competent jurisdiction to adjudicate the validity of the claim, the rents and royalties accruing to the litigated portion shall be placed in an escrow account until such time as the ownership of the disputed interest is determined by a court of competent jurisdiction.

d. If a court of competent jurisdiction determines that Lessor does not have title to all or part of the Granted Minerals in the Leased Premises, the rentals, royalties, and bonus thereafter accruing from any part as to which this Lease covers less than the full interest in such Granted Minerals, shall thereafter be paid only in the proportion which the interest therein, if any, covered by this Lease bears to the whole and undivided fee simple estate therein. Any sums of money paid pursuant to this Lease are not reimbursable to Lessee.

27. **Indemnity.** Unless caused by the negligence of Lessor, or any agent, servant, or employee of Lessor, Lessee shall defend, indemnify, protect and hold harmless Lessor and Lessor's heirs, successors, representatives, agents and/or assigns from and against any and all claims, demands, causes of action, liability, loss, damage or expense of any and every kind and nature, including without limitation costs, expenses, and attorneys' fees, for injury (including death), or damage to persons or property (including environmental damage to the surface, waterways, or subsurface estates of any person, firm, corporation, or other entity) arising out of, incidental to, or resulting from (i) the operations or activities of Lessee or Lessee's servants, agents, employees, guests, licensees, invitees or independent contractors on or in the Leased Premises; (ii) the exercise of any right granted under this Lease, and/or; (iii) any obligation imposed under this Lease. Any successor in interest of any rights of Lessee in this Lease shall likewise

be obligated to defend and indemnify Lessor and Lessor's heirs, successors, representatives, agents and assigns in the same manner as the original Lessee.

28. **Limitations on Drilling.** From and after the Effective Date of this Lease, Lessee shall not commence construction of any new wellpad that is intended to produce the Granted Minerals from the Leased Premises if such wellpad would be located within Five Hundred feet (500') of any outside boundary of the tracts comprising the Leased Premises measured linearly from any point along said tract boundary to the midpoint of the secondary containment berm of a particular wellpad. Lessor and Lessee agree that the limitation on pad construction and/or location set forth in this paragraph 28 is intended to reduce any long-term, substantial interference with the public's use of the surface of the Leased Premises as it exists on the date of the Lease. Further, if Lessor determines in its reasonable discretion after conducting a proper investigation that the drilling activities of Lessee related to the production of Granted Minerals from the Leased Premises have created a long-term, substantial interference with the public's use of the surface of the Leased Premises as aforesaid, then Lessor shall have the right to seek from Lessee additional measures or controls to mitigate such long-term, substantial impairment caused by Lessee's said drilling activities.

29. **Force Majeure.** If Lessee is prevented from complying with its obligations under this Lease, express or implied (except payment of money), due to scarcity of or inability to obtain or use equipment or material or by operations of Force Majeure, or any federal or state law, or any order, rule or regulation, then, while so prevented, Lessee's obligation to comply with such this Lease shall be temporarily suspended, and Lessee shall not be liable in damages; and this Lease shall be extended only so long as Lessee is prevented by any such cause from conducting Operations on or in the Leased Premises; *provided*, in no event shall Lessee's performance be suspended as a result of Force Majeure, federal or state law, or any rule or regulation for a period in excess of two (2) consecutive years. As used herein, the term "Force Majeure" shall mean acts of god such as flood, fire, adverse weather conditions, war, sabotage, rebellion, insurrection, riot, strike or labor disputes, or by other cause(s) not within Lessee's control, but shall specifically exclude scarcity, cost, or inability to obtain or use equipment, contracts, personnel, water, or other material(s).

30. **Further Assurances.** Each of the parties hereto shall, and shall cause its respective affiliates to, from time to time at the request of the other party, without any additional consideration, furnish the other party such further information or assurances, execute and deliver such additional documents, instruments and conveyances, and take such other actions and do such other things, as may be reasonably necessary in the opinion of counsel to the requesting party to carry out the provisions of this Lease. In the event that Lessor is not the proper agency or instrumentality of the State of West Virginia to enter into this

RECEIVED
Office of Oil and Gas

MAR 17 2017

WV Department of
Environmental Protection 06/02/2017

Lease, as stated in paragraph 1 herein, Lessor shall cause all of the proper agencies or instrumentalities of the State of West Virginia, without any additional consideration, to join in this Lease, as Lessor, upon the same terms provided herein.

31. Governing Law. This Lease shall be governed by the laws of the State of West Virginia and any dispute arising out of this Lease shall be resolved in a West Virginia court of law having jurisdiction thereof.

32. Notices and Payments. All notices and payments which are permitted or required under this Lease shall be in writing and shall be deemed valid and received if delivered personally; by registered or certified mail, return receipt requested; or by special carrier (such as Federal Express or UPS), with signature required, to the Lessor and/or the Lessee to the following addresses, unless otherwise agreed by the parties in a signed writing:

a. To Lessor:

West Virginia Division of Highways
Right of Way Division
1900 Kanawha Boulevard, East
Building 5, Room A-110
Charleston, WV 25305

b. To Lessee:

SWN Production Company, LLC
Attn: Bill Reedy, Land Supervisor
10000 Energy Drive
Spring, Texas 77389

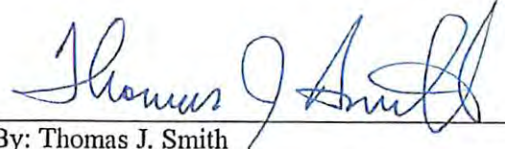
33. Successors in Interest. The terms, conditions, covenants, obligations, considerations or requirements of this Lease shall extend to and be binding upon the parties hereto, their heirs, successors, executors, administrators, and assigns, all of whom shall be jointly and severally liable.

34. Severability. Should any one or more of the provisions in this Lease become or be determined to be void or invalid, in whole or in part, the remainder of this Lease shall remain in full force and effect.

35. Counterparts. This Lease may be executed in any number of counterparts, and by different parties in separate counterparts, all of which shall be identical. Each such counterpart shall be deemed to be an original instrument, but all such counterparts together shall constitute but one instrument.

IN WITNESS WHEREOF, the parties hereunto subscribed their signatures on the day and year first above written.

West Virginia Department of Transportation, Division of Highways

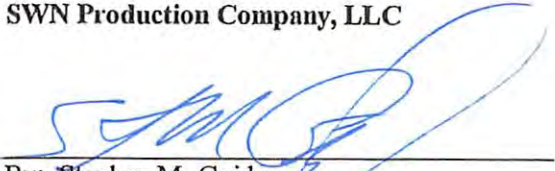


By: Thomas J. Smith
P.E., Secretary of
Transportation/Commissioner of Highways

ATTEST:

Lorne Hodges
Executive Assistant

SWN Production Company, LLC



By: Stephen M. Guidry
Title: Vice President Land

DC
PMB

ATTEST:

Derek Clark
P1

ACKNOWLEDGEMENT FOR WEST VIRGINIA DEPARTMENT OF TRANSPORTATION, DIVISION OF HIGHWAYS

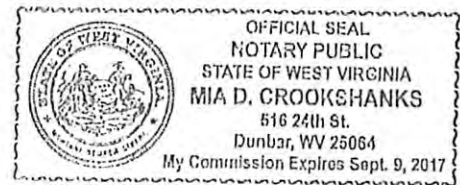
State of West Virginia,

County of Kanawha,

Personally appeared before me, the undersigned Notary Public, within and for said County and State, Thomas J. Smith, to me known to be the person who subscribed the name of the West Virginia Department of Transportation, Division of Highways, to the foregoing instrument, as its P.E. Secretary of Transportation and Commissioner of Highways, and acknowledged to me that he executed the same as his free and voluntary act and deed and as the free and voluntary act and deed of such West Virginia Department of Transportation, Division of Highways, for the uses and purposes herein set forth.

IN WITNESS WHEREOF, I have hereunto set my hand and Notary Seal on this 6th day of March 2017.

My Commission Expires: 9-9-2017
Mia D. Crookshanks
Notary Public



(SEAL)

ACKNOWLEDGEMENT FOR SWN Production Company, LLC

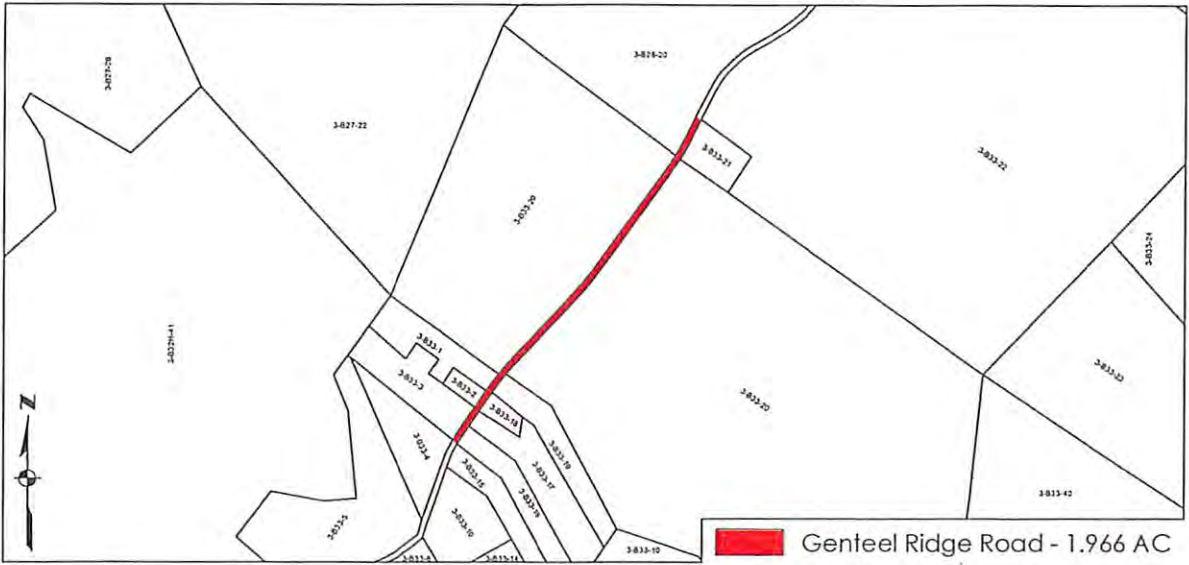
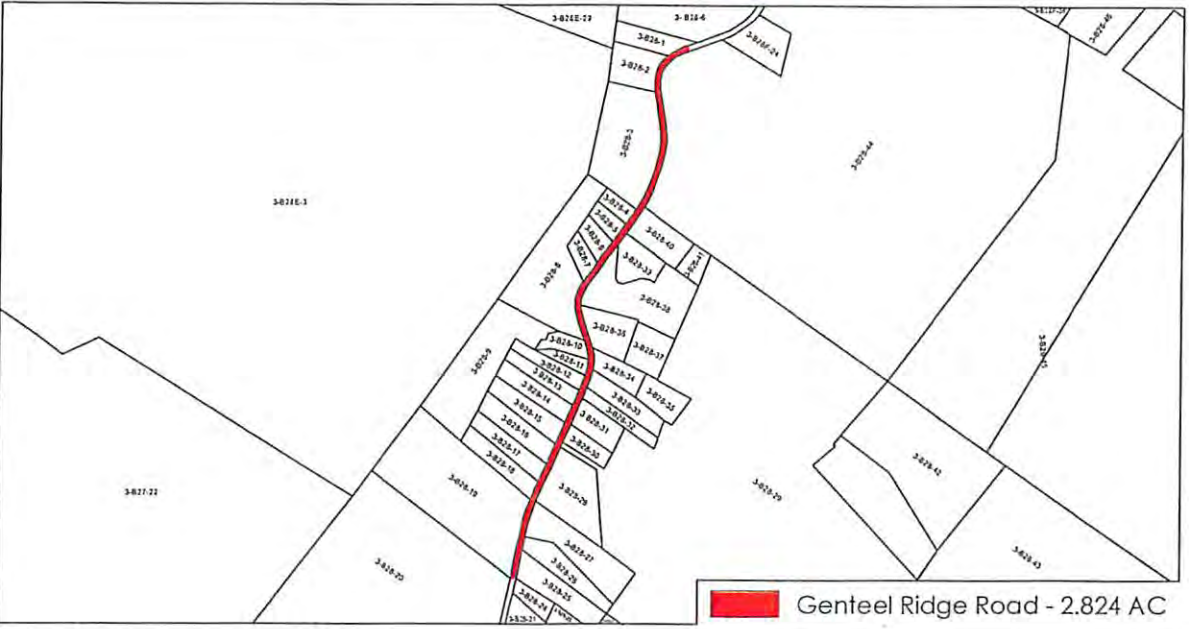
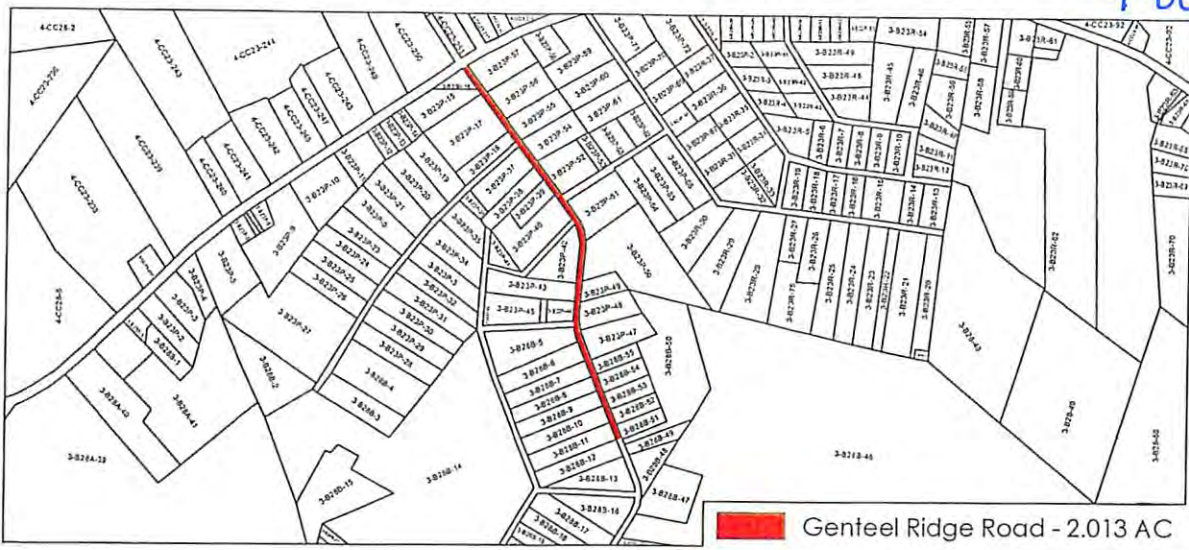
State of Texas

County of Harris

This instrument was acknowledged before me on 3-13-17, by Stephen M. Guidry the authorized representative of SWN Production Company, LLC, a Texas corporation, on behalf of the corporation.

My Commission Expires: 1-22-2019
Brenda Borens
Notary Public





SWN
Southwestern Energy[®]

0 375 750 1,500 Feet
Scale = 1:9,000

Exhibit "A"
Genteel Ridge Road
Buffalo District
Brooke Co., WV

Prepared Date: 08/15/2016

prepared by: **macj**
Mark A. O'Neal & Associates

06/02/2017

**STATE OF WEST VIRGINIA
DEPARTMENT OF ENVIRONMENTAL PROTECTION, OFFICE OF OIL AND GAS
NOTICE CERTIFICATION**

Date of Notice Certification: 3/14/17

API No. 47-9 - 00193
Operator's Well No. Alan H. Degarmo BRK 1H
Well Pad Name: Alan H. Degarmo BRK Pad

Notice has been given:

Pursuant to the provisions in West Virginia Code § 22-6A, the Operator has provided the required parties with the Notice Forms listed below for the tract of land as follows:

| | | |
|------------------------------------|--|------------------------------|
| State: <u>WV</u> | UTM NAD 83 | Easting: <u>536377.789</u> |
| County: <u>Brooke</u> | | Northing: <u>4455195.789</u> |
| District: <u>Buffalo</u> | Public Road Access: <u>Genteel Ridge Road</u> | |
| Quadrangle: <u>Bethany</u> | Generally used farm name: <u>Alan H. Degarmo</u> | |
| Watershed: <u>Upper Ohio South</u> | | |

Pursuant to West Virginia Code § 22-6A-7(b), every permit application filed under this section shall be on a form as may be prescribed by the secretary, shall be verified and shall contain the following information: (14) A certification from the operator that (i) it has provided the owners of the surface described in subdivisions (1), (2) and (4), subsection (b), section ten of this article, the information required by subsections (b) and (c), section sixteen of this article; (ii) that the requirement was deemed satisfied as a result of giving the surface owner notice of entry to survey pursuant to subsection (a), section ten of this article six-a; or (iii) the notice requirements of subsection (b), section sixteen of this article were waived in writing by the surface owner; and Pursuant to West Virginia Code § 22-6A-11(b), the applicant shall tender proof of and certify to the secretary that the notice requirements of section ten of this article have been completed by the applicant.

| | | |
|---|--|--|
| Pursuant to West Virginia Code § 22-6A, the Operator has attached proof to this Notice Certification that the Operator has properly served the required parties with the following: *PLEASE CHECK ALL THAT APPLY | | OOG OFFICE USE ONLY |
| <input type="checkbox"/> 1. NOTICE OF SEISMIC ACTIVITY or <input checked="" type="checkbox"/> NOTICE NOT REQUIRED BECAUSE NO SEISMIC ACTIVITY WAS CONDUCTED | | <input type="checkbox"/> RECEIVED/ NOT REQUIRED |
| <input type="checkbox"/> 2. NOTICE OF ENTRY FOR PLAT SURVEY or <input checked="" type="checkbox"/> NO PLAT SURVEY WAS CONDUCTED | | <input type="checkbox"/> RECEIVED |
| <input checked="" type="checkbox"/> 3. NOTICE OF INTENT TO DRILL or <input type="checkbox"/> NOTICE NOT REQUIRED BECAUSE NOTICE OF ENTRY FOR PLAT SURVEY WAS CONDUCTED or <input type="checkbox"/> WRITTEN WAIVER BY SURFACE OWNER (PLEASE ATTACH) | | <input type="checkbox"/> RECEIVED/ NOT REQUIRED |
| <input checked="" type="checkbox"/> 4. NOTICE OF PLANNED OPERATION | | <input type="checkbox"/> RECEIVED |
| <input checked="" type="checkbox"/> 5. PUBLIC NOTICE | | <input type="checkbox"/> RECEIVED |
| <input checked="" type="checkbox"/> 6. NOTICE OF APPLICATION | | <input type="checkbox"/> RECEIVED |

Required Attachments:

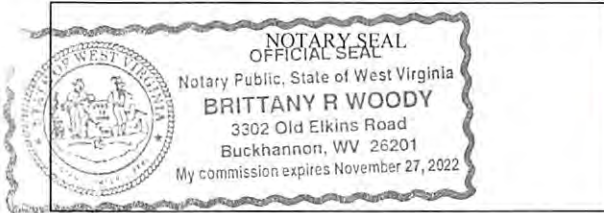
The Operator shall attach to this Notice Certification Form all Notice Forms and Certifications of Notice that have been provided to the required parties and/or any associated written waivers. For the Public Notice, the operator shall attach a copy of the Class II Legal Advertisement with publication date verification or the associated Affidavit of Publication. The attached Notice Forms and Certifications of Notice shall serve as proof that the required parties have been noticed as required under West Virginia Code § 22-6A. Pursuant to West Virginia Code § 22-6A-11(b), the Certification of Notice to the person may be made by affidavit of personal service, the return receipt card or other postal receipt for certified mailing.

Certification of Notice is hereby given:

THEREFORE, I _____, have read and understand the notice requirements within West Virginia Code § 22-6A. I certify that as required under West Virginia Code § 22-6A, I have served the attached copies of the Notice Forms, identified above, to the required parties through personal service, by registered mail or by any method of delivery that requires a receipt or signature confirmation. I certify under penalty of law that I have personally examined and am familiar with the information submitted in this Notice Certification 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: SWN Production Co., LLC
By: Dee Southall
Its: Regulatory Supervisor
Telephone: 832-796-1610

Address: P.O. Box 1300
Jane Lew, WV 26378
Facsimile: 304-471-2497
Email: Dee_Southall@swn.com



Subscribed and sworn before me this 6th day of December 2014
Brittany R Woody Notary Public
My Commission Expires 11/27/22

Oil and Gas Privacy Notice:

The Office of Oil and Gas processes your personal information, such as name, address and telephone number, as part of our regulatory duties. Your personal information may be disclosed to other State agencies or third parties in the normal course of business or as needed to comply with statutory or regulatory requirements, including Freedom of Information Act requests. Our office will appropriately secure your personal information. If you have any questions about our use or your personal information, please contact DEP's Chief Privacy Officer at deprivacyofficer@wv.gov.

STATE OF WEST VIRGINIA
DEPARTMENT OF ENVIRONMENTAL PROTECTION, OFFICE OF OIL AND GAS
NOTICE OF APPLICATION

Notice Time Requirement: notice shall be provided no later than the filing date of permit application.

Date of Notice: 3/14/17 Date Permit Application Filed: 3/14/17

Notice of:

- PERMIT FOR ANY WELL WORK
- CERTIFICATE OF APPROVAL FOR THE CONSTRUCTION OF AN IMPOUNDMENT OR PIT

Delivery method pursuant to West Virginia Code § 22-6A-10(b)

- PERSONAL SERVICE
- REGISTERED MAIL
- METHOD OF DELIVERY THAT REQUIRES A RECEIPT OR SIGNATURE CONFIRMATION

Pursuant to W. Va. Code § 22-6A-10(b) no later than the filing date of the application, the applicant for a permit for any well work or for a certificate of approval for the construction of an impoundment or pit as required by this article shall deliver, by personal service or by registered mail or by any method of delivery that requires a receipt or signature confirmation, copies of the application, the erosion and sediment control plan required by section seven of this article, and the well plat to each of the following persons: (1) The owners of record of the surface of the tract on which the well is or is proposed to be located; (2) The owners of record of the surface tract or tracts overlying the oil and gas leasehold being developed by the proposed well work, if the surface tract is to be used for roads or other land disturbance as described in the erosion and sediment control plan submitted pursuant to subsection (c), section seven of this article; (3) The coal owner, operator or lessee, in the event the tract of land on which the well proposed to be drilled is located [sic] is known to be underlain by one or more coal seams; (4) The owners of record of the surface tract or tracts overlying the oil and gas leasehold being developed by the proposed well work, if the surface tract is to be used for the placement, construction, enlargement, alteration, repair, removal or abandonment of any impoundment or pit as described in section nine of this article; (5) Any surface owner or water purveyor who is known to the applicant to have a water well, spring or water supply source located within one thousand five hundred feet of the center of the well pad which is used to provide water for consumption by humans or domestic animals; and (6) The operator of any natural gas storage field within which the proposed well work activity is to take place. (c)(1) If more than three tenants in common or other co-owners of interests described in subsection (b) of this section hold interests in the lands, the applicant may serve the documents required upon the person described in the records of the sheriff required to be maintained pursuant to section eight, article one, chapter eleven-a of this code. (2) Notwithstanding any provision of this article to the contrary, notice to a lien holder is not notice to a landowner, unless the lien holder is the landowner. W. Va. Code R. § 35-8-5.7.a requires, in part, that the operator shall also provide the Well Site Safety Plan ("WSSP") to the surface owner and any water purveyor or surface owner subject to notice and water testing as provided in section 15 of this rule.

Application Notice WSSP Notice E&S Plan Notice Well Plat Notice is hereby provided to:

SURFACE OWNER(s)
Name: Alan & Mary Kay Degarmo
Address: 76 Douglas Street
Wheeling, WV 26070
Name: _____
Address: _____

COAL OWNER OR LESSEE
Name: Starvaggi Industries, INC.
Address: 401 Pennsylvania Ave
Weirton, WV 26062

COAL OPERATOR
Name: _____
Address: _____

SURFACE OWNER(s) (Road and/or Other Disturbance)
Name: _____
Address: _____
Name: _____
Address: _____

SURFACE OWNER OF WATER WELL AND/OR WATER PURVEYOR(s)
Name: See Attachment #1
Address: _____

SURFACE OWNER(s) (Impoundments or Pits)
Name: _____
Address: _____

OPERATOR OF ANY NATURAL GAS STORAGE FIELD
Name: _____
Address: _____

*Please attach additional forms if necessary

9-00193

Alan Degarmo BRK Pad - Water Purveyors w/in 1500'

Sources:

Landowner

Address

Alan & Mary Kay Degarmo

76 Douglas Street, Wellsburg WV 26070 2 springs ✓

06/02/2017

Notice is hereby given:

Pursuant to West Virginia Code § 22-6A-10(b), notice is hereby given that the undersigned well operator has applied for a permit for well work or for a certificate of approval for the construction of an impoundment or pit.

This Notice Shall Include:

Pursuant to W. Va. Code § 22-6A-10(b), this notice shall include: (1) copies of the application; (2) the erosion and sediment control plan required by section seven of this article; and (3) the well plat.

Pursuant to W. Va. Code § 22-6A-10(f), this notice shall include: (1) a statement of the time limits for filing written comments; (2) who may file written comments; (3) the name and address of the secretary for the purpose of filing the comments and obtaining additional information; and (4) a statement that the persons may request, at the time of submitting written comments, notice of the permit decision and a list of persons qualified to test water.

Pursuant to W. Va. Code R. § 35-8-5.7.a, the operator shall provide the Well Site Safety Plan to the surface owner and any water purveyor or surface owner subject to notice and water testing as provided in section 15 of this rule.

Pursuant to W. Va. Code R. § 35-8-15.2.c, this notice shall: (1) contain a statement of the surface owner's and water purveyor's right to request sampling and analysis; (2) advise the surface owner and water purveyor of the rebuttable presumption for contamination or deprivation of a fresh water source or supply; advise the surface owner and water purveyor that refusal to allow the operator to conduct a pre-drilling water well test constitutes a method to rebut the presumption of liability; (3) advise the surface owner and water purveyor of his or her independent right to sample and analyze any water supply at his or her own expense; advise the surface owner and water purveyor whether or not the operator will utilize an independent laboratory to analyze any sample; and (4) advise the surface owner and or water purveyor that he or she can obtain from the Chief a list of water testing laboratories in the subject area capable of and qualified to test water supplies in accordance with standard acceptable methods.

Additional information related to horizontal drilling may be obtained from the Secretary, at the WV Department of Environmental Protection headquarters, located at 601 57th Street, SE, Charleston, WV 25304 (304-926-0450) or by visiting www.dep.wv.gov/oil-and-gas/pages/default.aspx.

Well Location Restrictions

Pursuant to W. Va. Code § 22-6A-12, Wells may not be drilled within two hundred fifty feet measured horizontally from any existing water well or developed spring used for human or domestic animal consumption. The center of well pads may not be located within six hundred twenty-five feet of an occupied dwelling structure, or a building two thousand five hundred square feet or larger used to house or shelter dairy cattle or poultry husbandry. This limitation is applicable to those wells, developed springs, dwellings or agricultural buildings that existed on the date a notice to the surface owner of planned entry for surveying or staking as provided in section ten of this article or a notice of intent to drill a horizontal well as provided in subsection (b), section sixteen of this article was provided, whichever occurs first, and to any dwelling under construction prior to that date. This limitation may be waived by written consent of the surface owner transmitted to the department and recorded in the real property records maintained by the clerk of the county commission for the county in which such property is located. Furthermore, the well operator may be granted a variance by the secretary from these distance restrictions upon submission of a plan which identifies the sufficient measures, facilities or practices to be employed during well site construction, drilling and operations. The variance, if granted, shall include terms and conditions the department requires to ensure the safety and protection of affected persons and property. The terms and conditions may include insurance, bonding and indemnification, as well as technical requirements. (b) No well pad may be prepared or well drilled within one hundred feet measured horizontally from any perennial stream, natural or artificial lake, pond or reservoir, or a wetland, or within three hundred feet of a naturally reproducing trout stream. No well pad may be located within one thousand feet of a surface or ground water intake of a public water supply. The distance from the public water supply as identified by the department shall be measured as follows: (1) For a surface water intake on a lake or reservoir, the distance shall be measured from the boundary of the lake or reservoir. (2) For a surface water intake on a flowing stream, the distance shall be measured from a semicircular radius extending upstream of the surface water intake. (3) For a groundwater source, the distance shall be measured from the wellhead or spring. The department may, in its discretion, waive these distance restrictions upon submission of a plan identifying sufficient measures, facilities or practices to be employed during well site construction, drilling and operations to protect the waters of the state. A waiver, if granted, shall impose any permit conditions as the secretary considers necessary. (c) Notwithstanding the foregoing provisions of this section, nothing contained in this section prevents an operator from conducting the activities permitted or authorized by a Clean Water Act Section 404 permit or other approval from the United States Army Corps of Engineers within any waters of the state or within the restricted areas referenced in this section. (d) The well location restrictions set forth in this section shall not apply to any well on a multiple well pad if at least one of the wells was permitted prior to the effective date of this article. (e) The secretary shall, by December 31, 2012, report to the Legislature on the noise, light, dust and volatile organic compounds generated by the drilling of horizontal wells as they relate to the well location restrictions regarding occupied dwelling structures pursuant to this section. Upon a finding, if any, by the secretary that the well location restrictions regarding occupied dwelling structures are inadequate or otherwise require alteration to address the items

examined in the study required by this subsection, the secretary shall have the authority to propose for promulgation legislative rules establishing guidelines and procedures regarding reasonable levels of noise, light, dust and volatile organic compounds relating to drilling horizontal wells, including reasonable means of mitigating such factors, if necessary.

Water Well Testing:

Pursuant to West Virginia Code § 22-6A-10(d), notification shall be made, with respect to surface landowners identified in subsection (b) or water purveyors identified in subdivision (5), subsection (b) of this section, of the opportunity for testing their water well. The operator shall provide an analysis to such surface landowner or water purveyor at their request.

Water Testing Laboratories:

Pursuant to West Virginia Code § 22-6A-10(i), persons entitled to notice pursuant to subsection (b) of this section may contact the department to ascertain the names and locations of water testing laboratories in the subject area capable and qualified to test water supplies in accordance with standard accepted methods. In compiling that list of names the department shall consult with the state Bureau for Public Health and local health departments. A surface owner and water purveyor has an independent right to sample and analyze any water supply at his or her own expense. The laboratory utilized by the operator shall be approved by the agency as being certified and capable of performing sample analyses in accordance with this section.

Rebuttable Presumption for Contamination or Deprivation of a Fresh Water Source or Supply:

W. Va. Code § 22-6A-18 requires that (b) unless rebutted by one of the defenses established in subsection (c) of this section, in any action for contamination or deprivation of a fresh water source or supply within one thousand five hundred feet of the center of the well pad for horizontal well, there is a rebuttable presumption that the drilling and the oil or gas well or either was the proximate cause of the contamination or deprivation of the fresh water source or supply. (c) In order to rebut the presumption of liability established in subsection (b) of this section, the operator must prove by a preponderance of the evidence one of the following defenses: (1) The pollution existed prior to the drilling or alteration activity as determined by a predrilling or prealteration water well test. (2) The landowner or water purveyor refused to allow the operator access to the property to conduct a predrilling or prealteration water well test. (3) The water supply is not within one thousand five hundred feet of the well. (4) The pollution occurred more than six months after completion of drilling or alteration activities. (5) The pollution occurred as the result of some cause other than the drilling or alteration activity. (d) Any operator electing to preserve its defenses under subdivision (1), subsection (c) of this section shall retain the services of an independent certified laboratory to conduct the predrilling or prealteration water well test. A copy of the results of the test shall be submitted to the department and the surface owner or water purveyor in a manner prescribed by the secretary. (e) Any operator shall replace the water supply of an owner of interest in real property who obtains all or part of that owner's supply of water for domestic, agricultural, industrial or other legitimate use from an underground or surface source with a comparable water supply where the secretary determines that the water supply has been affected by contamination, diminution or interruption proximately caused by the oil or gas operation, unless waived in writing by that owner. (f) The secretary may order the operator conducting the oil or gas operation to: (1) Provide an emergency drinking water supply within twenty-four hours; (2) Provide temporary water supply within seventy-two hours; (3) Within thirty days begin activities to establish a permanent water supply or submit a proposal to the secretary outlining the measures and timetables to be used in establishing a permanent supply. The total time in providing a permanent water supply may not exceed two years. If the operator demonstrates that providing a permanent replacement water supply cannot be completed within two years, the secretary may extend the time frame on case-by-case basis; and (4) Pay all reasonable costs incurred by the real property owner in securing a water supply. (g) A person as described in subsection (b) of this section aggrieved under the provisions of subsections (b), (e) or (f) of this section may seek relief in court... (i) Notwithstanding the denial of the operator of responsibility for the damage to the real property owner's water supply or the status of any appeal on determination of liability for the damage to the real property owner's water supply, the operator may not discontinue providing the required water service until authorized to do so by the secretary or a court of competent jurisdiction.

Written Comment:

Pursuant to West Virginia Code § 22-6A-11(a), all persons described in subsection (b), section ten of this article may file written comments with the secretary as to the location or construction of the applicant's proposed well work within thirty days after the application is filed with the secretary. All persons described in West Virginia Code § 22-6A-10(b) may file written comments as to the location or construction of the applicant's proposed well work to the Secretary at:

Chief, Office of Oil and Gas
Department of Environmental Protection
601 57th St. SE
Charleston, WV 25304
(304) 926-0450

Such persons may request, at the time of submitting written comments, notice of the permit decision and a list of persons qualified to test water. **NOTE: YOU ARE NOT REQUIRED TO FILE ANY COMMENT.**

Time Limits and Methods for Filing Comments.

The law requires these materials to be served on or before the date the operator files its Application. You have **THIRTY (30) DAYS** after the filing date to file your comments. Comments must be filed in person or received in the mail by the Chief's office by the time stated above. You may call the Chief's office to be sure of the date. Check with your postmaster to ensure adequate delivery time or to arrange special expedited handling. If you have been contacted by the well operator and you have signed a "voluntary statement of no objection" to the planned work described in these materials, then the permit may be issued at any time.

Pursuant to West Virginia Code § 22-6A-11(c)(2), Any objections of the affected coal operators and coal seam owners and lessees shall be addressed through the processes and procedures that exist under sections fifteen, seventeen and forty, article six of this chapter, as applicable and as incorporated into this article by section five of this article. The written comments filed by the parties entitled to notice under subdivisions (1), (2), (4), (5) and (6), subsection (b), section ten of this article shall be considered by the secretary in the permit issuance process, but the parties are not entitled to participate in the processes and proceedings that exist under sections fifteen, seventeen or forty, article six of this chapter, as applicable and as incorporated into this article by section five of this article.

Comment Requirements

Your comments must be in writing and include your name, address and telephone number, the well operator's name and well number and the approximate location of the proposed well site including district and county from the application. You may add other documents, such as sketches, maps or photographs to support your comments.

Disclaimer: All comments received will be placed on our web site <http://www.dep.wv.gov/oil-and-gas/Horizontal-Permits/Pages/default.aspx> and the applicant will automatically be forwarded an email notice that such comments have been submitted. The applicant will be expected to provide a response to comments submitted by any surface owner, water purveyor or natural gas storage operator noticed within the application.

Permit Denial or Condition

The Chief has the power to deny or condition a well work permit. Pursuant to West Virginia Code § 22-6A-8(d), the permit may not be issued or be conditioned, including conditions with respect to the location of the well and access roads prior to issuance if the director determines that:

- (1) The proposed well work will constitute a hazard to the safety of persons;
- (2) The plan for soil erosion and sediment control is not adequate or effective;
- (3) Damage would occur to publicly owned lands or resources; or
- (4) The proposed well work fails to protect fresh water sources or supplies.

A permit may also be denied under West Virginia Code § 22-6A-7(k), the secretary shall deny the issuance of a permit if the secretary determines that the applicant has committed a substantial violation of a previously issued permit for a horizontal well, including the applicable erosion and sediment control plan associated with the previously issued permit, or a substantial violation of one or more of the rules promulgated under this article, and in each instance has failed to abate or seek review of the violation within the time prescribed by the secretary pursuant to the provisions of subdivisions (1) and (2), subsection (a), section five of this article and the rules promulgated hereunder, which time may not be unreasonable.

Pursuant to West Virginia Code § 22-6A-10(g), any person entitled to submit written comments to the secretary pursuant to subsection (a), section eleven of this article, shall also be entitled to receive from the secretary a copy of the permit as issued or a copy of the order modifying or denying the permit if the person requests receipt of them as a part of the written comments submitted concerning the permit application. Such persons may request, at the time of submitting written comments, notice of the permit decision and a list of persons qualified to test water.

WW-6A
(8-13)

API NO. 47-9 - 00193
OPERATOR WELL NO. Alan H. Degarmo BRK 1H
Well Pad Name: Alan H. Degarmo BRK Pad

Notice is hereby given by:

Well Operator: SWN Production Co., LLC
Telephone: 832-796-1610
Email: Dee_Southall@swn.com

Address: P.O. Box 1300
Jane Lew, WV 26378
Facsimile: 304-471-2497

Oil and Gas Privacy Notice:

The Office of Oil and Gas processes your personal information, such as name, address and telephone number, as part of our regulatory duties. Your personal information may be disclosed to other State agencies or third parties in the normal course of business or as needed to comply with statutory or regulatory requirements, including Freedom of Information Act requests. Our office will appropriately secure your personal information. If you have any questions about our use or your personal information, please contact DEP's Chief Privacy Officer at depprivacyofficer@wv.gov.



Subscribed and sworn before me this 10th day of December 2016
Brittany R Woody Notary Public
My Commission Expires 11/27/22

STATE OF WEST VIRGINIA
DEPARTMENT OF ENVIRONMENTAL PROTECTION, OFFICE OF OIL AND GAS
NOTICE OF INTENT TO DRILL

Pursuant to W. Va. Code § 22-6A-16(b), the Notice of Intent to Drill is only required if the notice requirements of W. Va. Code § 22-6A-10(a) have NOT been met or if the Notice of Intent to Drill requirement has NOT been waived in writing by the surface owner.

Notice Time Requirement: Notice shall be provided at least TEN (10) days prior to filing a permit application.

Date of Notice: 12/06/2016 **Date Permit Application Filed:** 3/14/17

Delivery method pursuant to West Virginia Code § 22-6A-16(b)

HAND DELIVERY CERTIFIED MAIL RETURN RECEIPT REQUESTED

Pursuant to W. Va. Code § 22-6A-16(b), at least ten days prior to filing a permit application, an operator shall, by certified mail return receipt requested or hand delivery, give the surface owner notice of its intent to enter upon the surface owner's land for the purpose of drilling a horizontal well: *Provided*, That notice given pursuant to subsection (a), section ten of this article satisfies the requirements of this subsection as of the date the notice was provided to the surface owner: *Provided, however*, That the notice requirements of this subsection may be waived in writing by the surface owner. The notice, if required, shall include the name, address, telephone number, and if available, facsimile number and electronic mail address of the operator and the operator's authorized representative.

Notice is hereby provided to the SURFACE OWNER(s):

Name: Alan & Mary Kay Degarmo
Address: 76 Douglas St.
Wellsburg, WV 26070

Name: _____
Address: _____

Notice is hereby given:

Pursuant to West Virginia Code § 22-6A-16(b), notice is hereby given that the undersigned well operator has an intent to enter upon the surface owner's land for the purpose of drilling a horizontal well on the tract of land as follows:

State: West Virginia UTM NAD 83 Easting: 536,377.789
County: Brooke Northing: 4,455,195.789
District: Buffalo Public Road Access: Genteel Ridge Rd.
Quadrangle: Bethany Generally used farm name: Alan H. Degarmo
Watershed: Upper Ohio South

This Notice Shall Include:

Pursuant to West Virginia Code § 22-6A-16(b), this notice shall include the name, address, telephone number, and if available, facsimile number and electronic mail address of the operator and the operator's authorized representative. Additional information related to horizontal drilling may be obtained from the Secretary, at the WV Department of Environmental Protection headquarters, located at 601 57th Street, SE, Charleston, WV 25304 (304-926-0450) or by visiting www.dep.wv.gov/oil-and-gas/pages/default.aspx.

Notice is hereby given by:

Well Operator: SWN Production Company, LLC
Address: PO Box 1300, 179 Innovation Drive
Jane Lew, WV 26378
Telephone: 304-517-6603
Email: Michael_Yates@swn.com
Facsimile: 304-471-2497

Authorized Representative: Mike Yates
Address: PO Box 1300, 179 Innovation Drive
Jane Lew, WV 26378
Telephone: 304-517-6603
Email: Michael_Yates@swn.com
Facsimile: 304-471-2497

Oil and Gas Privacy Notice:

The Office of Oil and Gas processes your personal information, such as name, address and telephone number, as part of our regulatory duties. Your personal information may be disclosed to other State agencies or third parties in the normal course of business or as needed to comply with statutory or regulatory requirements, including Freedom of Information Act requests. Our office will appropriately secure your personal information. If you have any questions about our use or your personal information, please contact DEP's Chief Privacy Officer at depprivacyofficer@wv.gov.

9-00193



WEST VIRGINIA DEPARTMENT OF TRANSPORTATION

Division of Highways

1900 Kanawha Boulevard East • Building Five • Room 110
Charleston, West Virginia 25305-0430 • (304) 558-3505

Earl Ray Tomblin
Governor

Paul A. Mattox, Jr., P. E.
Secretary of Transportation/
Commissioner of Highways

December 22, 2016

James A. Martin, Chief
Office of Oil and Gas
Department of Environmental Protection
601 57th Street, SE
Charleston, WV 25304

Subject: DOH Permit for the Alan H. Degarmo Pad, Brooke County
Alan H. Degarmo BRK 1H

47-009-00193

Dear Mr. Martin,

The West Virginia Division of Highways has transferred Permit #06-2011-0596 for the subject site to Southwestern Energy for access to the State Road for the well site located off of Brooke County Route 27/4 SLS.

The operator has signed an OIL AND GAS ROAD MAINTENANCE BONDING AGREEMENT and provided the required Bond. This operator is currently in compliance with the DOH OIL AND GAS POLICY dated January 3, 2012.

Very Truly Yours,

A handwritten signature in blue ink that reads "Gary K. Clayton".

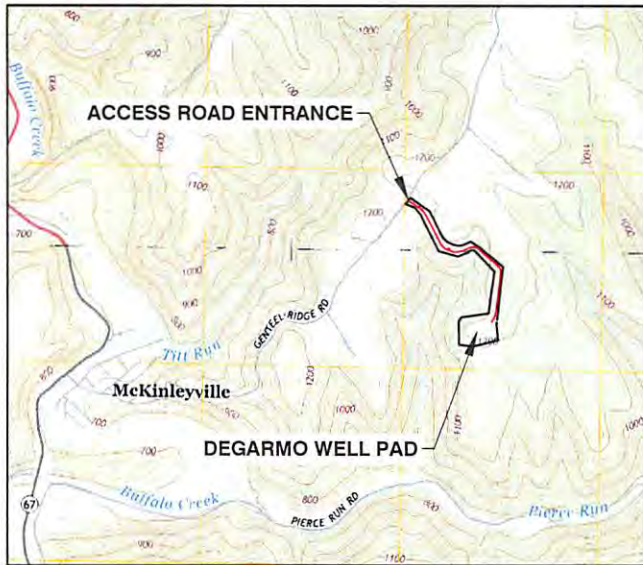
Gary K. Clayton, P.E.
Regional Maintenance Engineer
Central Office Oil & Gas Coordinator

Cc: Brittany Woody
Southwestern Energy
CH, OM, D-6
File

| Product Name | Product Use | Chemical Name | CAS Number |
|---|---------------------|---|-------------|
| EC6734A (Champion Technologies) | Biocide | Hydrogen Peroxide | 7722-84-1 |
| | | Acetic Acid | 64-19-7 |
| | | Peroxyacetic Acid | 79-21-0 |
| GYPTRON T-390 (Champion Technologies) | Scale Inhibitor | Methanol | 67-56-1 |
| | | Nonylphenol Ethoxylate | Proprietary |
| Bactron K-139 (Champion Technologies) | Biocide | Glutaraldehyde | 111-30-8 |
| | | Quaternary Ammonium Compounds, Benzyl-C12-16-Alkyldimethyl, Chlorides | 68424-85-1 |
| | | Ethanol | 64-17-5 |
| Bactron K-219 (Champion Technologies) | Biocide | Methanol | 67-56-1 |
| | | Quaternary Ammonium Compounds, Benzyl-C12-16-Alkyldimethyl, Chlorides | 68424-85-1 |
| A264 (Schlumberger) | Corrosion Inhibitor | Methanol | 67-56-1 |
| | | Aliphatic Acids | Proprietary |
| | | Prop-2-yn-1-ol | 107-19-7 |
| | | Aliphatic Alcohols, Ethoxylated #1 | Proprietary |
| Myacide GA 25 (Schlumberger) | Biocide | Water | 7732-18-5 |
| | | Glutaral | 111-30-8 |
| Scale Inhibitor B317 (Schlumberger) | Scale Inhibitor | Trisodium Ortho Phosphate | 7601-54-9 |
| | | Ethane-1,2-diol | 107-21-1 |
| H215 (Schlumberger) | Hydrochloric Acid | Hydrochloric Acid | 7647-01-0 |
| J218 (Schlumberger) | Breaker | Diammonium Peroxodisulphate | 7727-54-0 |
| EB-Clean* J475 (Schlumberger) | Breaker | Diammonium Peroxodisulphate | 7727-54-0 |
| Water Gelling Agent J580 (Schlumberger) | Gel | Carbohydrate Polymer | Proprietary |
| Friction Reducer J609W (Schlumberger) | Friction Reducer | Ammonium Sulfate | 7783-20-2 |
| | | Urea | 57-13-6 |
| Crosslinker J610 (Schlumberger) | Crosslinker | Potassium Hydroxide | 1310-58-3 |
| | | Aliphatic Polyol | Proprietary |
| Iron Stabilizer L58 (Schlumberger) | Iron Stabilizer | Sodium Erythorbate | 6381-77-7 |
| 40/70-Mesh Sand S012 (Schlumberger) | Sand | Crystalline Silica | 14808-60-7 |
| Sand S100 (Schlumberger) | Sand | Crystalline Silica | 14808-60-7 |
| EC6486A (Nalco Champion) | Scale Inhibitor | Amine Triphosphate | Proprietary |
| | | Ethylene Glycol | 107-21-1 |
| SSA-2 (Halliburton) | Sand | Crystalline Silica | 14808-60-7 |
| FR-76 (Halliburton) | Friction Reducer | Inorganic salt | 64742-47-8 |
| | | Hydrotreated light petroleum distillate | |
| LCA-1 (Halliburton) | | Hydrotreated light petroleum distillate | Proprietary |
| SP BREAKER (Halliburton) | Breaker | Sodium Persulfate | 7775-27-1 |

| Product Name | Product Use | Chemical Name | CAS Number |
|---|---------------------|------------------------------------|------------|
| HAI-150E (Halliburton) | Corrosion Inhibitor | Methanol | NA |
| | | Aliphatic Acids | |
| | | Prop-2-yn-1-ol | |
| | | Aliphatic Alcohols, Ethoxylated #1 | |
| Hydrochloric Acid 10-30% (Halliburton) | | Hydrochloric Acid | 7647-01-0 |
| WG-36 Gelling Agent (Halliburton) | Gel | Polysaccharide | 9000-30-0 |
| BC-140C (Halliburton) | Crosslinker | | NA |

A:180181/164-7641-Survey/Draw/DEGARMO RECL PLAN/164764-SRV-DEGARMO AS-BUILT.dwg(TS1) LS/2/17/2017 - Antulic - LP: 2/17/2017 4:39 PM



DEGARMO WELL PAD RECLAMATION AS-BUILT BUFFALO DISTRICT BROOKE COUNTY, WEST VIRGINIA

**WVDEP OOG
ACCEPTED AS-BUILT**
[Signature] 5-25-2017

| LOD | |
|---------------------|--------------|
| DESCRIPTION | ACRES |
| ROAD DISTURBED AREA | 9.46 |
| PAD DISTURBED AREA | 6.68 |
| TOTAL | 16.14 |

| LOD (REVISED) | |
|---------------------|--------------|
| DESCRIPTION | ACRES |
| ROAD DISTURBED AREA | 9.46 |
| PAD DISTURBED AREA | 6.68 |
| TOTAL | 16.14 |

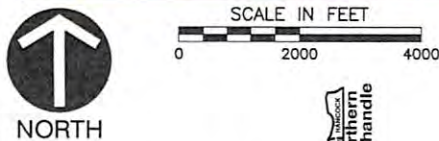
SHEET INDEX

| | |
|--------|------------------------------------|
| TS1 | TITLE SHEET |
| EP2.1 | EVACUATION ROUTE / PREVAILING WIND |
| EP2.2 | EVACUATION ROUTE / PREVAILING WIND |
| AS3.1 | AS-BUILT OVERVIEW |
| AS3.2 | AS-BUILT |
| AS3.3 | AS-BUILT |
| AS3.4 | AS-BUILT |
| ASR4.1 | ACCESS ROAD PROFILE |
| MRD5.1 | RECLAMATION PLAN OVERVIEW |
| MRD5.2 | RECLAMATION PLAN |
| MRD5.3 | RECLAMATION PLAN |
| MRD5.4 | RECLAMATION PLAN |
| MRD6.3 | RECLAMATION DETAILS |
| MRD6.4 | RECLAMATION DETAILS |
| MRD6.5 | RECLAMATION DETAILS |
| MRD6.6 | RECLAMATION DETAILS |
| MRD6.7 | RECLAMATION DETAILS |

| WELL NAME | NAD 83 WEST VIRGINIA NORTH ZONE | |
|-----------------|------------------------------------|------------|
| | LATITUDE | LONGITUDE |
| H1 (PROPOSED) | 40.246420 | -80.572289 |
| H3 (EXISTING) | 40.246385 | -80.571981 |
| H5 (PROPOSED) | 40.246433 | -80.572088 |
| H8 (EXISTING) | 40.246388 | -80.571932 |
| H205 (PROPOSED) | 40.246436 | -80.572039 |
| H405 (PROPOSED) | 40.246440 | -80.571989 |

| SITE LOCATIONS | NAD 83 WEST VIRGINIA NORTH ZONE | |
|-------------------------------|------------------------------------|------------|
| | LATITUDE | LONGITUDE |
| BEGINNING OF MAIN ACCESS ROAD | 40.252258 | -80.576422 |
| MAIN ACCESS ROAD AT PAD | 40.246810 | -80.571468 |
| CENTER OF PAD | 40.246405 | -80.572168 |
| GATHERING AREA | 40.240110 | -80.574008 |

| SUBMITTAL & REVISION RECORD | | |
|-----------------------------|------|-------------|
| NO | DATE | DESCRIPTION |
| △ | | |



WEST VIRGINIA 811
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Southwestern Energy®

$\frac{R^2}{A} \rightarrow V^+$



Civil & Environmental Consultants, Inc.
 800 Marketplace Ave - Suite 200 - Bridgeport, WV 26330
 Ph: 304.933.3119 - Fax: 304.933.3327
 www.cecinc.com

SOUTHWESTERN PRODUCTION COMPANY
 DEGARMO WELL PAD
 BUFFALO DISTRICT
 BROOKE COUNTY, WEST VIRGINIA
 DEGARMO RECLAMATION AS-BUILT
 TITLE SHEET

| | | | |
|--------------|---------------|-------------|----------|
| DRAWN BY: | DBS | CHECKED BY: | JDR |
| DATE: | FEBRUARY 2017 | DWG SCALE: | AS NOTED |
| APPROVED BY: | DEM | FIGURE NO.: | TS1 |
| PROJECT NO.: | 164-764 | | |

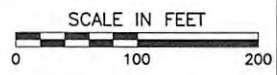


**WVDEP OOG
ACCEPTED AS-BUILT**
HGH 5-25-2017

| TANK NUMBER | UTM METERS | |
|-------------|-------------|------------|
| | NORTHING | EASTING |
| 1 | 4455218.961 | 536335.870 |
| 2 | 4455214.993 | 536335.833 |
| 3 | 4455211.028 | 536335.796 |
| 4 | 4455218.998 | 536331.905 |
| 5 | 4455215.030 | 536331.868 |
| 6 | 4455211.065 | 536331.831 |



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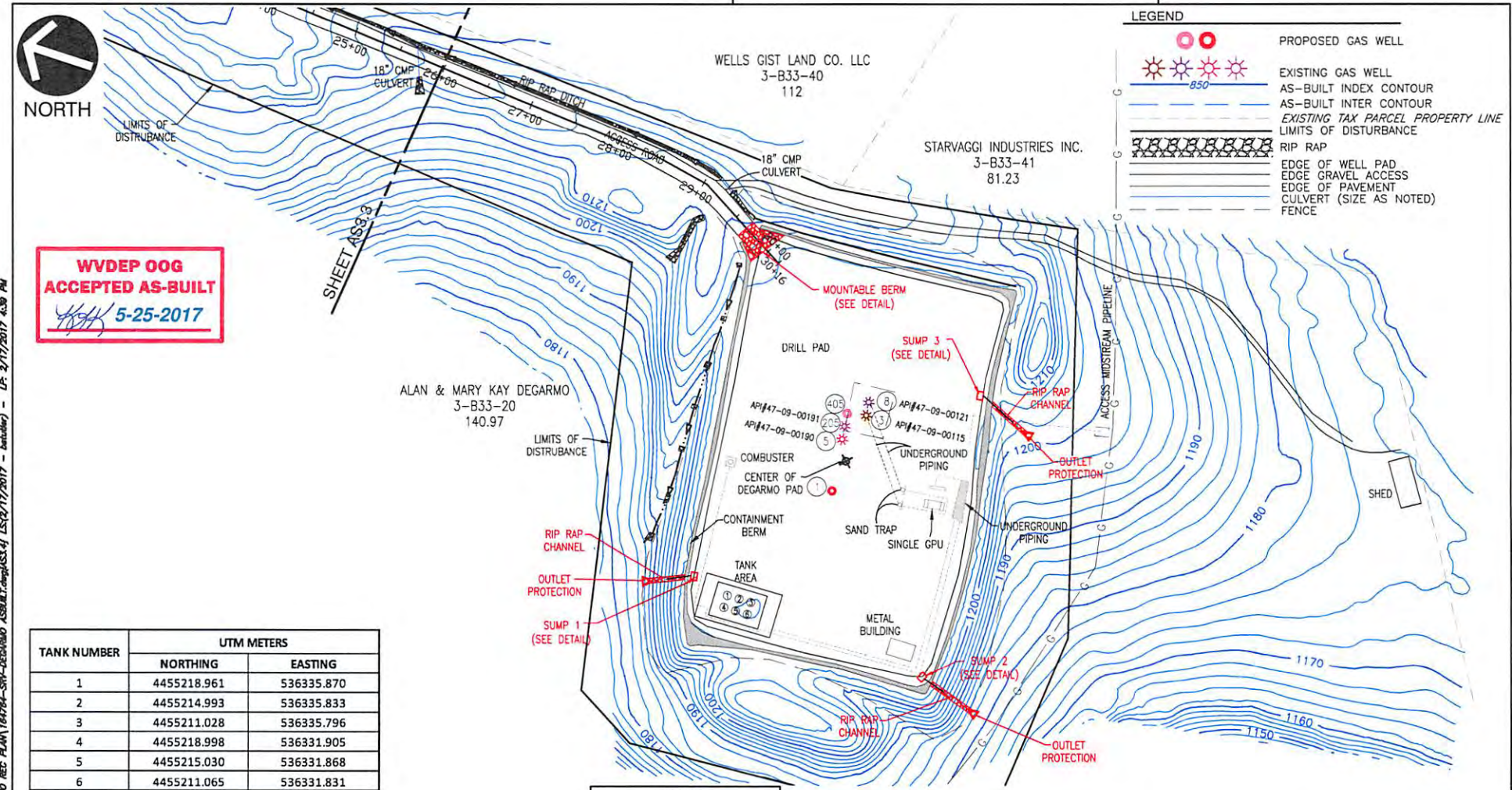


CEC
Civil & Environmental Consultants, Inc.
600 Marketplace Ave · Suite 200 · Bridgeport, WV 26330
Ph: 304.933.3119 · Fax: 304.933.3327
www.cecinc.com

| | | | |
|---------------------|---------------------|---------------------|-------------------|
| DRAWN BY: DBS | CHECKED BY: JDR | APPROVED BY: DEM | FIGURE NO.: AS3.4 |
| DATE: FEBRUARY 2017 | DWG SCALE: AS NOTED | PROJECT NO: 164-764 | |

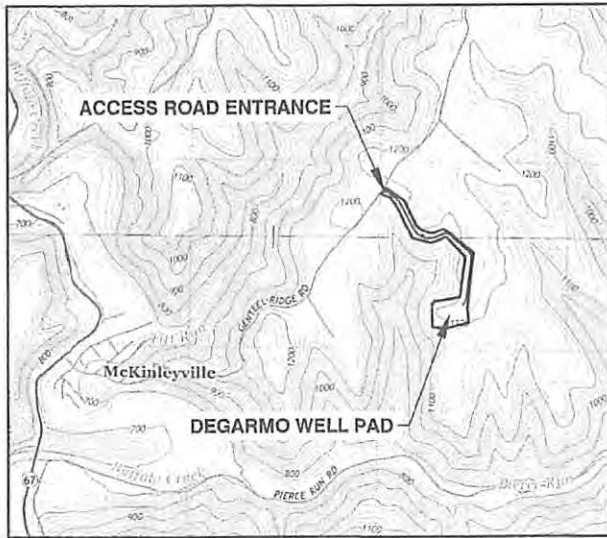
LEGEND

- PROPOSED GAS WELL
- EXISTING GAS WELL
- AS-BUILT INDEX CONTOUR
- AS-BUILT INTER CONTOUR
- EXISTING TAX PARCEL PROPERTY LINE
- LIMITS OF DISTURBANCE
- RIP RAP
- EDGE OF WELL PAD
- EDGE GRAVEL ACCESS
- EDGE OF PAVEMENT
- CULVERT (SIZE AS NOTED)
- FENCE



P: 1/2016/164-764-1-Sump1-Dwg | DEGARMO REC PLAN | 164764-SW-DEGARMO AS-BUILT-AS3.4 | LS/2/17/2017 - benedict - LP- 2/17/2017 4:30 PM

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DEGARMO WELL PAD RECLAMATION AS-BUILT

BUFFALO DISTRICT BROOKE COUNTY, WEST VIRGINIA

| LOD | |
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| DESCRIPTION | ACRES |
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| WELL NAME | NAD 83 WEST VIRGINIA NORTH ZONE | |
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| SUBMITTAL & REVISION RECORD | | |
|-----------------------------|------|-------------|
| NO | DATE | DESCRIPTION |
| 1 | | |



E. B. B.

11/8/17

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 www.cecinco.com










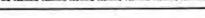


SOUTHWESTERN PRODUCTION COMPANY
 DEGARMO WELL PAD
 BUFFALO DISTRICT
 BROOKE COUNTY, WEST VIRGINIA
 DEGARMO
 RECLAMATION AS-BUILT

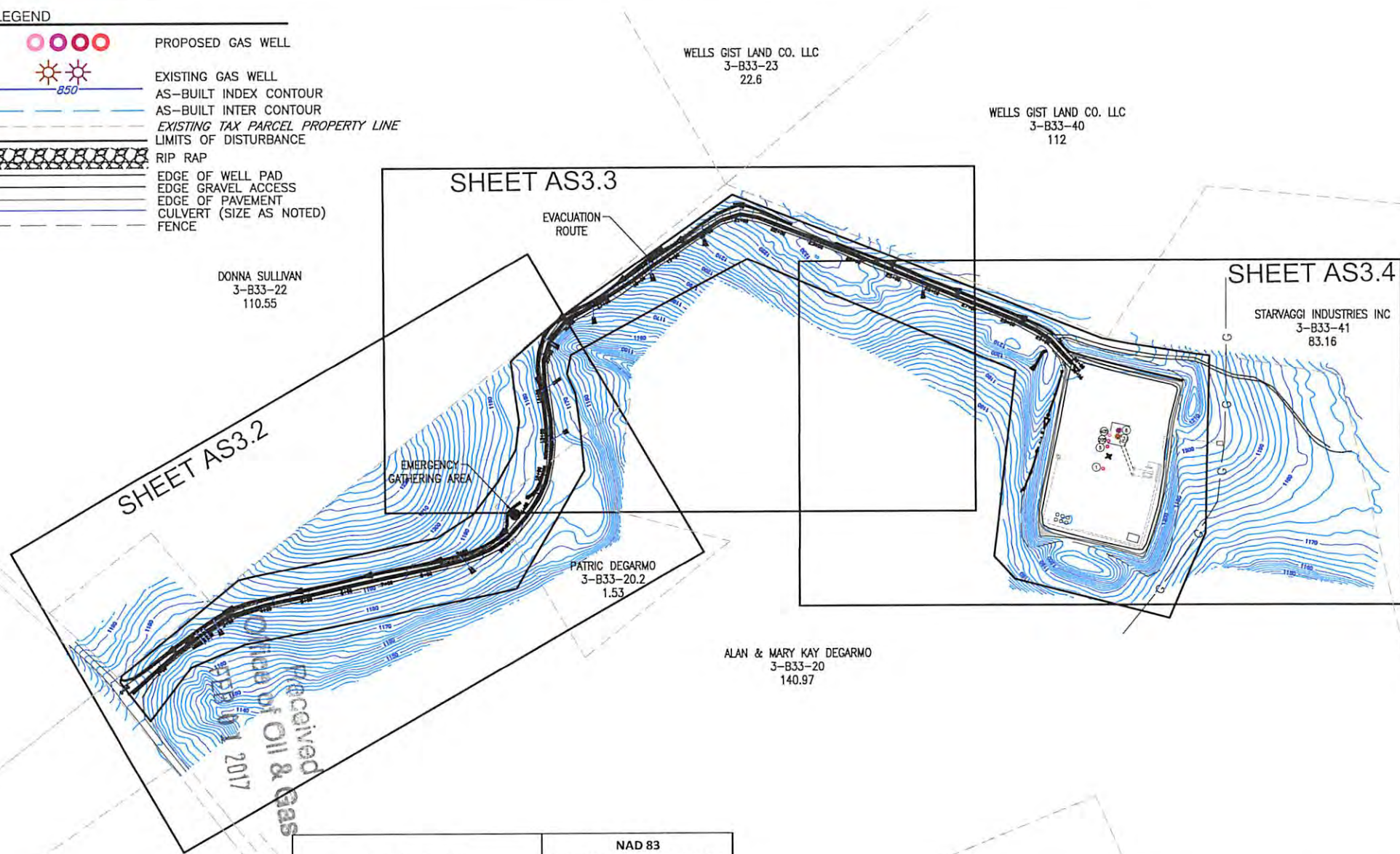
| | | | |
|-----------------|---------------------|---------------------|-----------------|
| DRAWN BY: DBS | CHECKED BY: LM | APPROVED BY: DM | FIGURE NO.: TS1 |
| DATE: JAN. 2017 | DWG SCALE: AS NOTED | PROJECT NO: 184-764 | |



NORTH

LEGEND

-  PROPOSED GAS WELL
-  EXISTING GAS WELL
-  AS-BUILT INDEX CONTOUR
-  AS-BUILT INTER CONTOUR
-  EXISTING TAX PARCEL PROPERTY LINE
-  LIMITS OF DISTURBANCE
-  RIP RAP
-  EDGE OF WELL PAD
-  EDGE GRAVEL ACCESS
-  EDGE OF PAVEMENT
-  CULVERT (SIZE AS NOTED)
-  FENCE

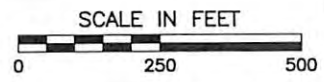


P:\2016\164-764\1-Survey\Draw\DEGARMO REC PLAN\164764-SW-DEGARMO ASBUILT.dwg(ASCI) LS(1/12/2017 - 10:53 AM) LP: 1/13/2017 7:53 AM



$\frac{R^2}{A} \rightarrow V^+$

| SITE LOCATIONS | NAD 83 WEST VIRGINIA NORTH ZONE | |
|-------------------------------|------------------------------------|------------|
| | LATITUDE | LONGITUDE |
| BEGINNING OF MAIN ACCESS ROAD | 40.252258 | -80.576422 |
| MAIN ACCESS ROAD AT PAD | 40.246810 | -80.571468 |
| CENTER OF PAD | 40.246405 | -80.572168 |
| GATHERING AREA | 40.240110 | -80.574008 |



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SOUTHWESTERN PRODUCTION COMPANY
 DEGARMO WELL PAD
 BUFFALO DISTRICT
 BROOKE COUNTY, WEST VIRGINIA
 DEGARMO
 RECLAMATION AS-BUILT

| | | | |
|-----------------|--------------------|---------------------|--------------|
| DRAWN BY: DBS | CHECKED BY: LM | APPROVED BY: DM | FIGURE NO.: |
| DATE: JAN. 2017 | DWG SCALE: 1"=250' | PROJECT NO: 164-764 | AS3.1 |