west virginia department of environmental protection

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

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

October 31, 2012

## WELL WORK PERMIT

## Horizontal 6A Well

This permit, API Well Number: 47-8509997, issued to ANTERO RESOURCES
APPALACHIAN CORPORATION, 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 all 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 drilling, 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.

In addition to the applicable requirements of this permit, and the statutes and rules governing oil and gas activity in WV, this permit may contain specific conditions which must be followed. Permit conditions are attached to this cover letter.

Per 35CSR-4-5.2.g this permit will expire in two (2) years from the issye date upless permitted well work is commenced. If there are any questions, please feel fre to ontar me at (304) 926-0499 ext. 1654.

Operator's Well No: VILLERS UNIT 1H
Farm Name: CAMPBELL, JOHN A. AND LIND $/$
API Well Number: 47-8509997
Permit Type: Horizontal 6A Well
Date Issued: 10/31/2012
Promoting a healthy environment.

## 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. 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 $\mathrm{W} . \mathrm{Va}$. 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 fifty (50) feet below the bottom of the void or install less than twenty (20) feet of casing below the bottom of the void.
2. When compacting fills, each lift before compaction shall not be more than 12 inches in height, and the fill material shall be within plus or minus $2 \%$ of the optimum moisture content as determined by the standard proctor density test. Each lift must meet $95 \%$ compaction of the optimum density based on results from the standard proctor density test of the actual soils used in specific engineered fill sites. 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.
3. Operator shall install signage per $\S 22-6 \mathrm{~A}-8 \mathrm{~g}(6)(\mathrm{B})$ at all source water locations included in their approved water management plan within 24 hours of water management plan activation.
4. 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.
5. 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.

# STATE OF WEST VIRGINIA <br> DEPARTMENT OF ENVIRONMENTAL PROTECTION, OFFICE OF OIL AND GAS W.VA. CODE §22-6A - WELL WORK PERMIT APPLICATION 


5) Existing Pad? Yes or No:

No
6) Proposed Target Formation(s), Depth(s), Anticipated Thicknesses and Associated Pressure(s):

Marcellus Shale: $6,800^{\prime}$ TVD, Anticipated Thickness- $50^{\prime}$ 'feet, Associated Pressure- 3,000 \#
7) Proposed Total Vertical Depth: 6,800' TVD
8) Formation at Total Vertical Depth: Marcellus Shale
9) Proposed Total Measured Depth:

16) Describe proposed well work: Drill, perforate, fracture a new horizontal shallow well and complete Marcellus Shale
17) Describe fracturing/stimulating methods in detail:

Antero plans to pump Slickwater into the Marcellus Shale formation in order to ready the well for production. The fluid will be comprised of approximately 99 percent
water and sand, with less than 1 percent special-purpose additives as shown in the attached "List of Anticipated Additives Used for Fracturing or Stimulating Well."
18) Total area to be disturbed, including roads, stockpile area, pits, etc, (acres):
9.98 acres
19) Area to be disturbed for well pad only, less access road (acres):
2.65 acres

## CASING AND TUBING PROGRAM



| TYPE | $\underline{\text { Size }}$ | Wellbore <br> Diameter | Wall <br> Thickness | Burst <br> Pressure | Cement <br> Type | Cement Yield |
| :--- | :---: | :---: | :---: | :---: | :---: | :---: |
| Conductor | $20^{\prime \prime}$ | $24^{\prime \prime}$ | $0.438^{\prime \prime}$ | 1530 | Class A | 1.18 |
| Fresh Water | $13-3 / 8^{\prime \prime}$ | $17-1 / 2^{\prime \prime}$ | $0.38^{\prime \prime} / 0.33^{\prime \prime}$ | $2730 / 1730$ | Class A | 1.18 |
| Coal | $9-5 / 8^{\prime \prime}$ | $12-1 / 4^{\prime \prime}$ | $0.352^{\prime \prime}$ | 3520 | Class A | 1.18 |
| Intermediate |  |  |  |  |  |  |
| Production | $5-1 / 2^{\prime \prime}$ | $8-3 / 4^{\prime \prime} \& 8-1 / 2^{\prime \prime}$ | $0.361^{\prime \prime}$ | 12630 | Lead+HPOz\& Tal-H | H/POZ-1.44 \& H-1.8 |
| Tubing | $2-3 / 8^{\prime \prime}$ | $4.778^{\prime \prime}$ | $0.19^{\prime \prime}$ | 11200 |  |  |
| Liners |  |  |  |  |  |  |

PACKERS

| Kind: |  |  |  |  |
| :--- | :--- | :--- | :--- | :--- |
| Sizes: |  |  |  |  |
| Depths Set: |  |  |  |  |

Surface Casing: one centralizer 10' above the float shoe, one on the insert float collar and one every 4th joint spaced up the hole to surface.

Intermediate Casing; one centralizer above float joint, one centralizer 5' above float collar and one every 4th collar to surface.

Production Casing: one centralizer at shoe joint and one every 3 joints to top of cement in intermedlate casing.
22) Describe all cement additives associated with each cement type.

Conductor: no additives, grout cement.
Surface: Class A cement with $2 \%$ calcium and $1 / 4 \mathrm{lb}$ flake, 5 gallons of clay treat
Intermediate: Class A cement with $1 / 4 \mathrm{lb}$ of flake, 5 gallons of clay treat
Production: Lead cement- 50/50 Class H/Poz + 1.5\% salt + 1\% C-45 + 0.5\% C-16a + 0.2\% C-12 + 0.45\% C-20 + 0.05\% C-51
Production: Tail cement- Class H + 45 PPS Calcium Carbonate $+1.0 \%$ FL-160 + 0.2\% ACGB-47 + 0.05\% ACSA-51 + 0.2\% ACR-20
$\qquad$
23) Proposed borehole conditioning procedures.

Conductor: blowhole clean with alr, run casing, 10 bbls fresh water.
Surface: blowhole clean with air, trip to conductor shoe, trip to bottom, blowhole clean with air, trip out, run casing, circulate pipe capacity +40 bbls fresh water followed by 25 bbls bentonite mud, 10 bbls fresh water spacer. Intermedlate: blowhole clean with air, trip to surface casing shoe, trip to bottom, blowhole clean with air, trip out, run casing, circulate 40 bbls \&ting water followed by 10 bbls fresh water and 25 bbls bentonite mud, pump 10 bbls fresh water. Production: circulate with $14 \mathrm{lb} / \mathrm{gal} \mathrm{NaCl}$ mud, trip to middle of lateral, circulate, pump high viscosity sweep, trip to base of curve, pump high viscosity sweep, trip to top of curve, trip to bottom, circulate, pump high viscosity sweep, trip out, run casing, circulate 10 bbls fresh water, pump 48 bbls barte plll, pump 10 bbls fresh water followed by 48 bbls mud flush and 10 bbls water.
*Note: Attach additional sheets as needed.
\$uel

## STATE OF WEST VIRGINIA

## DEPARTMENT OF ENVIRONMENTAL PROTECTION, OFFICE OF OIL AND GAS

## CONSTRUCTION AND RECLAMATION PLAN AND SITE REGISTRATION APPLICATION FORM GENERAL PERMIT FOR OIL AND GAS PIT WASTE DISCHARGE

Operator Name Antero Resources Appalachian Corporation
OP Code 494488557
Watershed Right Fork of Slab Creek
Quadrangle Pullman 7.5'

Elevation 1014'
County Ritchie
District Union

Description of anticipated Pit Waste: Drilling and Flowback Fluids and Cuttings
Do you anticipate using more than 5,000 bbls of water to complete the proposed well work? Yes $X$ $\qquad$ No $\qquad$
Will a synthetic liner be used in the pit? Yes . If so, what mil.? 60 mil
Proposed Disposal Method For Treated Pit Wastes:
$\qquad$ Land Application Underground Injection (UIC Permit Number )
$\qquad$ Reuse (at API Number Future permitted well locations when applicable. API\# will be provided on Form WR-34)
$\qquad$ Off Site Disposal (Meadowfill Landfill Permit \#SWF-1032-98) Other (Explain

Drilling medium anticipated for this well? Air, freshwater, oil based, etc. Surface - Airfreshwater, intermediate - Dusts:iff Foam, Production - Water Based Mud -If oil based, what type? Synthetic, petroleum, etc. N/A
Additives to be used? Please See Attachment
Will closed loop system be used ? Yes
Drill cuttings disposal method? Leave in pit, landfill, removed offsite, etc. Removed offsite and taken to landfils
-If left in pit and plan to solidify what medium will be used? Cement, lime, N/A
-Landfill or offsite name/permit number? Meadowfill Landfill (Permit \#SWF-1032-98)

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 fife or imprispnment.

Company Official Signature


Company Official (Typed Name) Gerard G. Alberts
Company Official Title Environmental \& Regulatory Manager



Now Pad (2.65) + New Fac Pit 1(3.12)+ New_Access Roads (3.02) + Waste \& Spoil Pads/Piles $(1.19)=9.98$ Acres
Proposed Revegetation Treatment: Acres Disturbed 9.98
Prevegetation pH $\qquad$ 6.0

Lime 4 Tons/acre or to correct to pH 6.5
Fertilizer (10-20-20 or equivalent) $500 \quad \mathrm{lbs} /$ acre ( 500 lbs minimum)
Mulch 2-3
Tons/acre Hay or straw or Wood Fiber (will be used where needed)
Seed Mixtures


Attach:
Drawings) of road, location,pit and proposed area for land application.
Photocopied section of involved 7.5 ' topographic sheet.

Plan Approved by: $\rightarrow$ Seneflern
Comments: $\square$ presiedemmal all and ara mo liosthen 2 var pr ark


Field Reviewed?
( $1 \square)$ Yes $\qquad$ No

# Well Site Safety Plan Antero Resources 

Well Name: Villers Unit 1H, Villers Unit 2H, Kuhn Unit 1H, Campbell Unit 1H, Campbell Unit 2H, Pullman Unit 1H, Pullman Unit 2H \& Snodgrass Unit 2H

## Pad Location: JOHN CAMPBELL NORTH PAD

Ritchie County/ Union District

GPS Coordinates: Lat $39^{\circ} 10^{\prime} 51.46^{\prime \prime} /$ Long $80^{\circ} 55^{\prime} 47.81^{\prime \prime}$

## Driving Directions:

FROM EAST: From the intersection of $1-79$ and Hwy 50 near Bridgeport WV, head west on Hwy 50 for ~39.6 miles. Turn LEFT onto WVirginla 74 S, and follow for ~7.4 miles. Turn RIGHT onto Co Rd 9 (Main St) and continue for ~0.1 miles. Turn LEFT onto Co Rd 7/9 (Slab Creek Road) and continue for ${ }^{\sim} 0.7$ miles. Continue onto Co Rd 9/7/Left Fork Turtle Run for ${ }^{\sim} \mathbf{0 . 7}$ miles. Look for rig signs and location on the right. Drill site is right off the road.
FROM WEST: From the Intersection of I-77 and Hwy 50 near Parkersburg WV, head east on Hwy 50 for ~ 32.3 miles. Turn RIGHT onto W Virginia 74 S, and follow for ~7.4 miles. Turn LEFT onto Co Rd 7/9 (Slab Creek Road) and continue for " 0.7 miles. Continue onto Co Rd 9/7/Left Fork Turtle Run for ${ }^{\sim} 0.7$ miles. Look for rig signs and location on the right. Drill site is right off the road.


## INFORMATION SUPPLIED UNDER WEST VIRGINIA CODE <br> Chapter 22, Article 6A, Section 5(a)(5) <br> 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:

| Grantor, lessor, etc. | Grantee, lessee, etc. | Royalty | Book/Page |
| :---: | :---: | :---: | :---: |
| Freeman Campbell Lease |  |  |  |
| Freeman Campbell, et ux | Key Oil Company | 1/8 | LB 0227/0243 |
| Key Oil Company | Antero Resources Appalachian Corp. | *Partial Assignment of Oil and gas Leases | LB 0253/0747 |
| G.M. Harris Lease |  |  |  |
| G. M. Harris | Coffman Oil \& Gas Co. | 1/8 | LB 0085/0338 |
| Key Oil Company acquired rights under the original lease by mesne and sundry conveyances, mergers, and/or assignments from the original lessee, Coffman Oil \& Gas Co. |  |  |  |
| Key Oil Company | Antero Resources Appalachian Corp. | *Partial Assignment of Oil and gas Leases | LB 0253/0747 |
| James A. Eliopulos et al Lease |  |  |  |
| James A. Eliopulos | Key Oil Company | 1/8 | LB 0226/0474 |
| Franklin Butler | Key Oil Company | 1/8 | LB 0228/0194 |
| Commercial Bank \& Trust in Fact for Emma J. Prunty | Key Oil Company | 1/8 | LB 0227/0742 |
| Ruth Villers | Key Oil Company | 1/8 | LB 0226/0488 |
| Naomi Federkiel | Key Oil Company | 1/8 | LB 0226/0477 |
| Ruth Villers | Key Oil Company | 1/8 | LB 0226/0488 |
| Key Oil Company | Key Oil Company | 1/8 | LB 0228/0201 |
| Helen G. Wilson | Key Oil Company | 1/8 | LB 0226/0490 |
| Key Oil Company | Antero Resources Appalachian Corp. | *Partial Assignment of Oil and gas Leases | LB 0253/0747 |
| Ralph Prunty et al Lease |  |  |  |
| Ralph Prunty, et al | D. D. Roberts | 1/8 | LB 0095/0481 |
| DC Petroleum, Inc. \& Chase Petroleum, Inc. acquired rights under the original lease by mesne and sundry conveyances, mergers, and/or assignments from the original lessee, D.D. Roberts |  |  |  |
| DC Petroleum, Inc. \& Chase Petroleum, Inc. | Antero Resources Appalachian Corp. | *Partial Assignment of Oil and gas Leases | LB 0254/0133 |

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# INFORMATION SUPPLIED UNDER WEST VIRGINIA CODE <br> Chapter 22, Article 6A, Section 5(a)(5) <br> IN LIEU OF FILING LEASE(S) AND OTHER CONTINUING CONTRACT(S) 

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(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:

| Grantor, lessor, etc. | Grantee, lessee, etc. | Royalty | Book/Page |
| :---: | :---: | :---: | :---: |
| B.C. Prunty et al Lease |  |  |  |
| B. C. Prunty \& Emma Jane Prunty, h/w | Southwestern Development Company | 1/8 | LB 0092/0377 |
| Janie Prunty, et al | Southwestern Development Company | 1/8 | LB 0098/0504 |
| C. C. Davis, et al | Southwestern Development Company | $1 / 8$ | LB 0095/0356 |
| B. C. Prunty and Emma Jane Prunty, h/w | Southwestern Development Company | 1/8 | LB 0092/0375 |
| Reserve Resources, Inc. acquired rights under the original lease by mesne and sundry conveyances, mergers, and/or assignments from the original lessee, Southwestern Development Company |  |  |  |
| Reserve Resources, Inc. | Antero Resources Appalachian Corp. | *Partial Assignment of Oil and gas Leases | LB 0256/1006 |
| Emma Snodgrass Lease |  |  |  |
| Emma Snodgrass | W. R. Campbell | 1/8 | LB 0072/0115 |

Key Oil Company acquired rights under the original lease by mesne and sundry conveyances, mergers, and/or assignments from the original lessee, W. R. Campbell

| Key Oil Company | Antero Resources Appalachian Corp. | Partial Assignment <br> of Oil and gas |
| :--- | :--- | :--- |


| Otis R. Snodgrass et al Lease |  |  |  |
| :--- | :--- | :--- | :--- |
| Ottis R. Snodgrass, et al | W. H. Mossor | $1 / 8$ | LB 0093/0025 |
| Heirs of V. C. Snodgrass | W. H. Mossor | $1 / 8$ | LB 0093/0129 |

Key Oil Company acquired rights under the original lease by mesne and sundry conveyances, mergers, and/or assignments from the original lessee, W.H. Mossor
Key Oil Company $\quad$ Antero Resources Appalachian Corp. *Partial Assignment LB 0253/0747

## 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:

*Partlal Assignments to Antero Resources Appalachlan Corporation Include 100\% rights to extract produce and market the ofl and gas from the Marcellus and any other formations completod with this well.

## Acknowledgement of Possible Permitting/Approval <br> 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 Wildjife 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.


RECEIVED Office of Oil and Gas

OCT 312012<br>Wu Deparment of Envirummental Protection

August 30, 2012
Antero Resources
1625 17th Street
Denver, Colorado 80202
Office 303.357.7310
Fax 303.357.7315

West Virginia Department of Environmental Protection
Chief, Office of Oil and Gas
Attn: Mr. James Martin
$60157^{\text {th }}$ Street SE
Charleston, WV 25304

RE: Killers Unit 1 H
Quadrangle: Pullman 7.5'
Richie County/Union District, West Virginia

## Mr. Martin:

Antero Resources Appalachian Corporation (Antero) is submitting the following application for a new well work permit for the Villers Unit 1H horizontal shallow well. As an authorized representative, I certify that Antero has the right to extract, produce or market the oil or gas for all leases through which the Villers Unit 1H horizontal lateral will drill through including any and all roads crossed under as identified on the attached survey plat.

Sincerely,


Sloane Ford
Landman


# STATE OF WEST VIRGINIA <br> DEPARTMENT OF ENVIRONMENTAL PROTECTION，OFFICE OF OIL AND GAS NOTICE CERTIFICATION 

Date of Notice Certification：08／30／2012
API No．47－ 085
Operator＇s Well No．Villers Unit 1 H
Well Pad Name：John Campbell North 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： | West Virginia | UTMNAD 83 | Easting： | 506，049m |
| :---: | :---: | :---: | :---: | :---: |
| County： | Ritchie |  | Northing： | 4，336，862m |
| District： | Union | Public Road Ac | ess： | CR 9／7 |
| Quadrangle： | Pullman 7．5＇ | Generally used | arm name： | Campbell，John A．\＆Linda J． |
| Watershed： | Right Fork of Slab Creek |  |  |  |

Pursuant to West Virginia Code $\S 22-6 A-7(b)$ ，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
1．NOTICE OF SEISMIC ACTIVITY or
or
NOTICE NOT REQUIRED BECAUSE NO SEISMIC ACTIVITY WAS CONDUCTED

2．NOTICE OF ENTRY FOR PLAT SURVEY or $\square$ NO PLAT SURVEY WAS CONDUCTED
＊＊Not applicable，Plat Survey was done prior to implementation of WV Code 22－6A3．NOTICE OF INTENT TO DRILL orNOTICE NOT REQUIRED BECAUSE NOTICE OF ENTRY FOR PLAT SURVEY WAS CONDUCTED orWRITTEN WAIVER BY SURFACE OWNER （PLEASE ATTACH）

回 4．NOTICE OF PLANNED OPERATION
回 5．PUBLIC NOTICE
回 6．NOTICE OF APPLICATION
OOG OFFICE USE
ONLY
RECEIVED／
NOT REQUIRED
RECEIVED
$\square$ RECEIVED／
NOT REQUIRED
$\square$ RECEIVED
$\square$ RECEIVED
$\square$ RECEIVED
$\square$

## Required Attachments：

 the required parties and／or any associated written waivers．For the Public Notice，the operator shall attach a copy of the Chass ul． Advertisement with publication date verification or the associated Affidavit of Publication．The a＠dilled votice Forms and Certifications of Notice shall serve as proof that the required parties have been noticed as required under West Virginia Cods $\S 98296 \mathrm{~A}$ ． Pursuant to West Virginia Code § $22-6 \mathrm{~A}-11$（b），the Certification of Notice to the person may be made by affidavit $\mathrm{Q}_{\mathrm{E}} \mathrm{F}$ Persornal service， the return receipt card or other postal receipt for certified mailing．
## Certification of Notice is hereby given:

THEREFORE, I Randy Kloberdanz , have read and understand the notice requirements within West Virginia Code § 226 A . I certify that as required under West Virginia Code § $22-6 \mathrm{~A}$, 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: | Antero Resources Appalachian Corporatiory | Address: | 1625 17th Street |
| :---: | :---: | :---: | :---: |
| By: | Randy Kloberdanz Andy Lelver |  | Denver, CO 80202 |
| Its: | Director of Regulatory \& Envirgnmental Affairs | csimile | (303) 357-7315 |
| Telephone: | (303) 357-7310 | Email: |  |



Subscribed and sworn before me this 30 day of AUBUST 2012.
 Notary Public

My Commission Expires JUNE 22, 2016

## 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.

# 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: 08/31/2012 Date Permit Application Filed: 08/31/2012
Notice of:

| $\square$ |  |
| :--- | :--- |
| PERMIT FOR ANY |  |
| WELL WORK | $\square$ CERTIFICATE OF APPROVAL FOR THE |
| CONSTRUCTION OF AN IMPOUNDMENT OR PIT |  |

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

$\square$| $\square$ PERSONAL |  |
| :--- | :---: | :---: |
| RERVICE | $\square$ REGISTERED |
| MEAL | METHOD OF DELIVERY THAT REQURRES 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.

## Notice is hereby provided to:

- SURFACE OWNER(s)

Name: __John A. and Linda J. Campbell
Address: 505 Oxford Road
Pullman, WV 26421
Name:
Address:

SURFACE OWNER(s) (Road and/or Other Disturbance)
Name:
Address:
Name:
Address:SURFACE OWNER(s) (Impoundments/Pits)
Name:
Address:
[⿴囗 COAL OWNER OR LESSEE
Name: please see attachment Address:

## $\square$ COAL OPERATOR

Name:
Address:
WATER PURVEYOR(s)/OWNER(s) OF WATER WELL, SPRING OR OTHER WATER SUPPLY SOURCE
Name: NONE IDENTIFIED WITHIN 2000'
Address:


## 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 $\S 22-6 \mathrm{~A}-10$ (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 also 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.

Additional information related to horizontal drilling may be obtained from the Secretary, at the WV Department of Environmental Protection headquarters, located at $60157^{\text {th }}$ Street, SE, Charleston, WV 25304 (304-926-0450) or by visiting www.dep.wv.gov/oil-and-gas/pages/default.aspx.

## 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.

## Water Testing Laboratories:

Pursuant to West Virginia Code § 22-6A-10(i), persons entitled to notice pursuant to subsection (b) of thrs section may-eontact the department to ascertain the names and locations of water testing laboratories in the subject area capable and gualified to test tater 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.

## Well Location Restrictions

Pursuant to W. Va. Code § 22-6A-12, Wells may not be drilled within two hundred fifty feet measuradghorizontally from ainy fefisting water well or developed spring used for human or domestic animal consumption. The center of well pads may not be located withtp six hundred twenty-five feet of an occupied dwelling structure, or a building two thousand ffyedididred square feet brlarger 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 wellpad 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.

## 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
$60157^{\text {th }}$ 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(辇 fie permitmayngt be issued or be conditioned, including conditions with respect to the location of the well and access roadsprier tg 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 $822-6 \mathrm{~A}-7(\mathrm{k})$, the secretary shall deny the issuatue optraent of prathon Procetion determines that the secretary 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.

Notice is hereby given by:


Address: 1625 17th Street
Denver, CO 80202

Facsimile: 303-358-7315

## 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 30 day of A1/ikist 2012 .



WW-6A Notice of Application Attachment:

## Coal Owners:

| Owner: <br> Address: | John A. \& Linda J. Campbell 505 Oxford Road Pullman, WV 26421 |
| :---: | :---: |
| Owner: <br> Address: | Ruth Villers 520 Park Drive Pennsboro, WV 26415 |
| Owner: <br> Address: | Naomi P. Federkiel 18 Olive Street Norwalk, OH 44857 |
| Owner: <br> Address: | J.W. Prunty c/o Ruth Villers 520 Park Drive Pennsboro, WV 26415 |
| Owner: | Kermit Conoway, Pearl Cunningham \& Thya Neusbaum, heirs c/o Melinda Gilbertson |
| Address: | 900 Par Lane <br> Dell Rapids, SD 57022 |

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

Pursuant to W. Va. Code § $22-6 \mathrm{~A}-16(\mathrm{~b})$, the Notice of Intent to Drill is only required if the notice requirements of W. Va. Code $\S 22$ -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: 04/30/2012 Date Permit Application Filed: 08/31/2012

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

$\square$ 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: $\frac{\text { John A. \& Linda J. Campbell }}{\text { Address: }} \frac{505 \text { Oxford Road }}{\text { Pullman, WV } 26421}$ |  |
| :--- | :--- |

## Notice is hereby given:

Pursuant to West Virginia Code $\S 22-6 \mathrm{~A}-16$ (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:


## 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 $60157^{\text {th }}$ 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: <br> Address: | Antero Resources Appalachian Corporation | Authorized Representative: Address: | Ashlie Mihalcin |
| :---: | :---: | :---: | :---: |
|  | 1625 17th Street |  | 1625 17th Street |
|  | Denver, CO 80202 |  | Denver, CO 80202 |
| Telephone: | (303) 357-7323 | Telephone: | (303) 357-7323 |
| Email: | amihalcin@anteroresources.com | Email: | amihalcin@anteroresources.com |
| Facsimile: | (303) 357-7315 | Facsimile: | (303) 357-7315 |

## Oil and Gas Privacy Notice:

The Office of Oil and Gas processes your personal information, such as name, address and telephone number, as parto af aur-egulatory duties. Your personal information may be disclosed to other State agencies or third parties in the normali course of business or as needed to comply with statutory or regulatory requirements, including Freedom of Information Gefitequessis Miruoffreesvill 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.

# DEPARTMENT OF ENVIRONMENTAL PROTECTION, OFFICE OF OIL AND GAS NOTICE OF PLANNED OPERATION 

Notice Time Requirement: notice shall be provided no later than the filing date of permit application.
Date of Notice: 08/31/2012 Date Permit Application Filed: 08/31/2012

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

- CERTIFIED MAIL RETURN RECEIPT REQUESTED

HAND DELIVERY

Pursuant to W. Va. Code $\S 22-6 \mathrm{~A}-16$ (c), no later than the date for filing the permit application, an operator shall, by certified mail return receipt requested or hand delivery, give the surface owner whose land will be used for the drilling of a horizontal well notice of the planned operation. The notice required by this subsection shall include: (1) A copy of this code section; (2) The information required to be provided by subsection (b), section ten of this article to a surface owner whose land will be used in conjunction with the drilling of a horizontal well; and (3) A proposed surface use and compensation agreement containing an offer of compensation for damages to the surface affected by oil and gas operations to the extent the damages are compensable under article six-b of this chapter.
(d) The notices required by this section shall be given to the surface owner at the address listed in the records of the sheriff at the time of notice.

Notice is hereby provided to the SURFACE OWNER(s)
(at the address listed in the records of the sheriff at the time of notice):

| Name: $\frac{\text { John A. \& Linda J. Campbell }}{\text { Address: }:$505  Oxford Road   Name:  <br>  Pullman, WV 26421   Address: } |
| :--- | :--- | :--- |

## Notice is hereby given:

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

| State: | West Virginia | UTMNAD 83 Easting: | $506,049 \mathrm{~m}$ |
| :---: | :---: | :---: | :---: |
| County: | Ritchie | Northing: | 4,336,862m |
| District: | Union | Public Road Access: | CR 9/7 |
| Quadrangle: | Pullman 7.5 | Generally used farm name: | Campbell, John A. \& Linda J. |

## This Notice Shall Include:

Pursuant to West Virginia Code §22-6A-16(c), this notice shall include: (1)A copy of this code section; (2) The information required to be provided by W. Va. Code $\S 22-6 A-10(b)$ to a surface owner whose land will be used in conjunction with the drilling of a horizontal well; and (3) A proposed surface use and compensation agreement containing an offer of compensation for damages to the surface affected by oil and gas operations to the extent the damages are compensable under article six-b of this chapter. Additional information related to horizontal drilling may be obtained from the Secretary, at the WV Department of Environmental Protection headquarters, located at $60157^{\text {th }}$ Street, SE, Charleston, WV 25304 (304-926-0450) or by visiting www.dep.wv.gov/oil-andgas/pages/default.aspx.

| Well Operator: | Antero Resources Appalachian Corporation | Address: | 1625 17th Street |
| :---: | :---: | :---: | :---: |
| Telephone: | (303) 357-7310 |  | Denver, CO 80202 |
| Email: | amihalcin@anteroresources.com |  | (303) $357-7315$ |

## 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.

## RECEVED <br> Office of Oil \& Gas

SEP 062012

> WV Department of Environmental Protection

THIS AGREEMENT, executed in duplicate, made and entered into this 28 day of February 2012, by and between the WEST VIRGINIA DEPARTMENT OF TRANSPORTATION, DIVISION OF HIGHWAYS, hereinafter called "DEPARTMENT," and Antero Resourccs Appalachian Cosporatow , DelawciRE company, hereinafter called "COMPANY."

## WITNESSETH.

WHEREAS, Company has horizontal gas well drilling operations in certain areas of West Virginia; and

WHEREAS, the Department believes that the frequent and repetitive use of certain sections of highways in the State by Company, its contractors, agents, independent contractors or suppliers of drilling materials or drilling equipment, and employees contributes to increased wear and tear to public roads in the state road system in the State, including local roads ("State Owned Roads"); and,

WHEREAS, the Department and Company have entered into this Agreement to satisfy the requirements of the Department's policy entitled "Oil \& Gas Road Policy" dated January 3, 2012, as issued by Paul A. Mattox, Ir., Secretary of Transportation / Commissioner of Highways, and any subsequent related policies, hereinafter called "Policy", a copy of which is made a part of this Bonding Agreement and is identified as Attachment 1.

NOW, THEREFORE, for and in consideration of the mutual agreements hereinafter set forth, the parties agree as follows:

1. For purposes of this Bonding Agreement, "Project Transportation Usage" of the Company shall be understood to mean use of one or more State Owned Roads for the delivery and removal of drilling materials and drilling equipment at the site or location of one or more of Company's horizontal gas well pad locations. To the extent reasonably practical, prior to commencing use of a State Owned Road for Project Transportation Usage after January 1, 2011, the Company shall submit to the Department a section or sections of current official WVDOH County Highway maps identifying the exact location of the proposed project and the State Owned Roads that the Company will utilize for the Project Transportation Usage.
II. Company and Department shall within 14 days of the Company's submittal, agree to a list of these sections of State Owned Roads, hereinafter called "Project Roads List", to be utilized for each of Company's projects, identified by route number and milepost; at a time to be mutually agreed to by the parties prior to initial commencement of Project Transportation Usage of a particular State Owned Road on a Project Roads List, the Company and Department will jointly review the condition of the roads and bridges on the Project Roads List. The Department will document the road type and surface condition and general right-of-way width of each section of road on the Project Road List. Either party may supplement this documentation with photographs, video or other evidence of the present condition of the road surface, shoulders, ditches, culverts, bridges or other structures or appurtenances of roads on the Project Road List, as well as approaches to the roads, utility facilities located within or along the right-of-way, or any other condition, including third-party activities, that may affect the duties and responsibilities of the parties under this Agreement. A copy of any such documentation must be made and provided to the other party within ten business days after the joint review of the roads on the Project Roads List.

Department shall issue a Project Agreement or Project Permit, as appropriate; to Company to use State Owned Roads and may include any minor or major improvements $32 S$ required of Company prior to, during or after Project with the assignment of fepponibilities of

> SEP 062012
> WV Department of
> Environmental Protecion
both parties prior to, during and after the operator has completed well fracturing.
IV. In the Project Agreement/Project Permit, the Department shall not require the use of State Owned Roads other than the roads proposed by Company unless the Department has safety concerns as to the Company's proposed roads. A failure to agree on roads that may otherwise be lawfully used for a particular Project Transportation Usage shall result in the designation of the State Owned Roads proposed by Company, with milepost determinations as designated by Department. This Agreement shall only cover portions of State Owned Roads designated on the Project Roads List.
V.

For the duration of Company's Project Transportation Usage of the Stated Owned Roads on the Project Roads List, whether by the Company, its contractors (while working on behalf of Company), agents, independent contractors or suppliers of drilling materials or drilling equipment, or employees, the Company agrees to pay for all reasonable maintenance and repair costs incurred by the Department to repair areas of the State Owned Roads included in the Project Roads List that were directly damaged by Company's Project Transportation Usage, as determined to be reasonably necessary and appropriate by the Department. The Department shall keep a record of all labor performed by Department employees and contractors for such maintenance and repairs and shall send an invoice for the same to Company.
VI. Company shall be responsible for the cost of all maintenance and repairs reasonably necessary to put the existing roadways, bridges and appurtenances on the Project Roads List utilized for the Project Transportation Usage in the condition that existed immediately prior to the Project Transportation Usage. Company shall not be required to pay for maintenance or repairs to put any areas of such roadways, bridges and appurtenances on the Project Roads List in a condition better than the condition that existed immediately prior to the Project Transportation Usage. Company shall also not be required to pay for maintenance or repairs to any areas of these roadways, bridges or appurtenances on the Project Roads List that are not actually utilized for the Project Transportation Usage or for damage not caused by Project Transportation Usage.
VII. Company shall notify the Department in writing of Company's final completion of Project Transportation Usage for particular roadways, bridges and appurtenances on the Project Roads List. Within fourteen days after its receipt of written notification of the completion of the Project Transportation Usage for all roads on a Project Roads List, the Department will review the condition of the roadways, bridges and appurtenances on the Project Roads List actually utilized for the Project Transportation Usage and advise Company of any final repairs reasonably necessary to leave these roads, bridges and appurtenances in a condition reasonably deemed by Department to be equal to their condition prior to commencement of Project Transportation Usage; and, upon completion of all such final repairs by or on behalf of Company and acceptance by Department, the Company shall be released from all further liability for maintenance or repairs to roads, bridges, or appurtenances on said Project Roads List. Any maintenance or repair work under the Project Agreement/Project Permit for roads, bridges or appurtenances on the Project Roads List may be performed by a contractor directly chosen by the Company as approved by the Department, the Department's workforce, or a private contractor hired by the Department through the public bid process in accordance with state law, all of which work shall be subject to the standards and specifications of the Department.
VIII. In order to ensure performance of Company's performance and payment obligations under this Bonding Agreement, the Company shall post a corporate surety bond, hereinafter called "Master Bond", with the Department named as the beneficiary, which form of bond shall be subject to the consent of the Department, not to be unreasonably withheld. The amount and form of the bond shall be in accordance with the Policy as set forth above. However, the amount of the Master Bond does not limit the amount of claims that may be made by the Department against the Company under this Bonding Agreement. The Company shall provide the Master Bond to the Department within one (1) month after the execution of this Bonding Agreement. The Master Bond shall secure the good faith performance of all payment obligations of Company under the terms of this Bonding Agreement respecting the roads, bridges and appurtenances on the Project Roads List for each Project Transportation Usage undertaker) by the Company, and shall remain in effect until termination of this Agreement. Cpmpany shall GaS not be obligated to provide any other bonds, sureties, or other guarantees of performance to the Department for Company's use of State Owned Roads, except as required in thi GAgreement.

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1X. Company shall maintain Commercial General Liability Insurance in the amount of two million dollars, with a minimum coverage of one million dollars per occurrence, for personal injury or death to persons, or for property damage, resulting from Company's Project Transportation Usage and shall present evidence of such insurance to Department upon request.
X.

Company's usage of State Owned Roads under the Project Agreement/Project Permit shall comply with all applicable Federal, State and local laws and regulations including, but not limited to, to the extent applicable, the National Environmental Policy Act, Section 404 of the Clean Water Act, Section 106 of the National Historic Preservation Act, Rare, Threatened and Endangered Species Act, Section 401 Water Quality Certification, and hazardous waste requirements. Further, upon reasonable written request of Department, Company shall furnish Department with acceptable documentation of such compliance which is in the possession of the Company.
XI.

Company shall defend, indemnify and hold Department harmless from and against any and all losses, damage, and liability, and from all claims for damages on account of or by reason of bodily injury, including death, which may be sustained, or claimed to be sustained, by any person or persons, including employees of Department, and from and against any and all claims, losses or liabilities for damages to property, arising out of the negligent or willful acts or omissions of Company, its agents, independent contractors and suppliers of drilling materials or drilling equipment, employees and contractors, in the performance of all Project Transportation Usage activities undertaken pursuant to this Agreement (collectively, "claims"). The Company shall not be responsible to indemnify, defend or hold harmless Department for any claims caused by the negligent or willful acts or omissions of the Department or its agents, employees and contractors or third parties not performing work at the direction of Company or delivering drilling equipment or drilling materials, including water, for use by or for company.
XII.

If a provision of this Agreement is or becomes illegal, invalid or unenforceable in any jurisdiction, that shall not affect the validity or enforceability of any other provision of this Agreement; or the validity or enforceability in other jurisdictions of that or any other provision of this Agreement.
XIII. Department shall give Company a minimum of thirty days written notice of default under the terms of this Bonding Agreement and the opportunity to cure this default during such thirty-day period. If a default is not cured to the satisfaction of Department, or provision acceptable to Department is not made for a cure, Department may then elect to terminate this Bonding Agreement in whole or in part, and may in addition exercise its rights under the Master Bond or seek any other lawful relief available. Company may terminate this Bonding Agreement upon thirty days written notice to Department for any reason. In the event Company terminates this Agreement for any reason, it shall be liable for the repair and maintenance costs set forth above for prior Project Transportation Usage.
XIV. Nothing herein shall be construed to mean that Company shall have any jurisdiction or control over any public roads in the state road system.
XV. Company, its contractors, agents, employees and suppliers shall at all times be subject to applicable provisions of state and federal law, including without limitation laws requiring operation of vehicles in accordance with legal size and weight restrictions and posted weight limits. Oversize/overweight permits for vehicle or loads not otherwise conforming with law must be obtained in accordance with law; Department agrees to work in good faith with Company to review and grant (where authorized by law) such permits in a timely manner upon request by Company.
XVI. This Bonding Agreement shall be construed and enforced in accordance with the laws of the State of West Virginia, as they may be amended.
XVII. This Bonding Agreement shall be binding upon the successors and assping ofeachD party hereto.

IN WITNESS WHEREOF, the parties hereto have caused this Bonding Agreement to be executed by their duly authorized officers effective as of the date first above written.

WEST VIRGINIA DEPARTMENT OF TRANSPORTATION,
DIVISION OF HIGHWAYS

(To be executed in duplicate)

APPROVED AS TO FORM THIS 18 DAY OF Mana 2012

ATPOROUEY LEGAL DIVISION WE SA VIRGINIA DEPARTMENT OF HIGHWAYS

RECEDED<br>Office of Oil \& Gas<br>SEP 062012<br>WN Department of<br>Enviromemal Putectior

## Form WW-9 Additives Attachment

## SURFACE INTERVAL

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

## INTERMEDIATE INTERVAL

STIFF FOAM RECIPE:

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

## PRODUCTION INTERVAL

1. Alpha 1655

Salt Inhibitor
2. Mil-Carb

Calcium Carbonate
3. Cottonseed Hulls

Cellulose-Cottonseed Pellets - LCM
4. Mil-Seal

Vegetable, Cotton \& Cellulose-Based Fiber Blend - LCM
5. Clay-Trol

Amine Acid Complex - Shale Stabilizer
6. Xan-Plex

Viscosifier For Water Based Muds
7. Mil-Pac (All Grades)

Sodium Carboxymethylcellulose - Filtration Control Agent
8. New Drill

Anionic Polyacrylamide Copolymer Emulsion - Shale Stabilizer
9. Caustic Soda

Sodium Hydroxide - Alkalinity Control
10. Mil-Lime

Calcium Hydroxide - Lime
11. LD-9

Polyether Polyol - Drilling Fluid Defoamer
12. Mil Mica

Hydro-Biotite Mica - LCM
13. Escaid 110

Drilling Fluild Solvent - Aliphatic Hydrocarbon
14. Ligco

Highly Oxidized Leonardite - Filteration Control Agent
15. Super Sweep

Polypropylene - Hole Cleaning Agent
16. Sulfatrol K

Drilling Fluid Additive - Sulfonated Asphalt Residuum
17. Sodium Chloride, Anhydrous

Inorganic Salt
18. D-D

Drilling Detergent - Surfactant
19. Terra-Rate

Organic Surfactant Blend
20. W.O. Defoam

Alcohol-Based Defoamer
21. Perma-Lose HT

Fluid Loss Reducer For Water-Based Muds
22. Xan-Plex D

Polysaccharide Polymer - Drilling Fluid Viscosifier
23. Walnut Shells

Ground Cellulosic Material - Ground Walnut Shells - LCM
24. Mil-Graphite

Natural Graphite - LCM
25. Mil Bar

Barite - Weighting Agent
26. X-Cide 102

Biocide
27. Soda Ash

Sodium Carbonate - Alkalinity Control Agent
28. Clay Trol

Amine Acid complex - Shale Stabilizer
29. Sulfatrol

Sulfonated Asphalt - Shale Control Additive
30. Xanvis

Viscosifier For Water-Based Muds
31. Milstarch

Starch - Fluid Loss Reducer For Water Based Muds
32. Mil-Lube

Drilling Fluid Lubricant

RECENED Office of Oil \& Gas

SEP 06202
WN Departimen of Environmental protection

## List of Anticipated Additives Used for Fracturing or Stimulating Well

| Additives | Chemical Abstract Service <br> Number (CAS \#) |
| :--- | :---: |
| Fresh Water | $7732-18-5$ |
| 2 Phosphobutane 1,2,4 tricarboxylic acid | $37971-36-1$ |
| Ammonium Persulfate | $7727-54-0$ |
| Anionic copolymer | proprietary |
| Anionic polymer | proprietary |
| BTEX Free Hydrotreated Heavy Naphtha | $64742-48-9$ |
| Cellulase enzyme | (Proprietary) |
| Demulsifier Base | (Proprietary) |
| Ethoxylated alcohol blend | Mixture |
| Ethoxylated Nonylphenol | $68412-54-4$ |
| Ethoxylated oleylamine | $26635-93-8$ |
| Ethylene Glycol | $107-21-1$ |
| Glycol Ethers | $111-76-2$ |
| guar gum | $9000-30-0$ |
| Hydrogen Chloride | $7647-01-0$ |
| Hydrotreated light distillates, non-aromatic, BTEX free | $64742-47-8$ |
| lsopropyl alcohol | $67-63-0$ |
| liquid, 2,2-dibromo-3-nitrilopropionamide | $10222-01-2$ |
| Microparticle | proprietary |
| Petroleum Distillates (BTEX Below Detect) | $64742-47-8$ |
| Polyacrylamide | $57-55-6$ |
| Propargyl Alcohol | $107-19-7$ |
| Propylene Glycol | $57-55-6$ |
| Quartz | $14808-60-7$ |
| Sillica, crystalline quartz | $7631-86-9$ |
| Sodium Chloride | $7647-14-5$ |
| Sodium Hydroxide | $1310-73-2$ |
| Sugar | $57-50-1$ |
| Surfactant | $68439-51-0$ |
| Suspending agent (solid) | $14808-60-7$ |
| Tar bases, quinoline derivs, benzyl chloride-quaternized | $72480-70-7$ |
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L6660-58















[^0]:    *Partial Assignments to Antero RPENEAMplachian Corporation include $100 \%$ rights to extract, produce and market the oi'aricesfrop the fiathus and any other formations completed with this well. and Gas

