west virginia department of environmental protection

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

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

PERMIT MODIFICATION APPROVAL

July 22, 2015

ANTERO RESOURCES CORPORATION
1615 WYNKOOP STREET
DENVER, CO 80202

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

Change well type to UIC

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

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

Sincerely,

Gene Smith
Assistant Chief of Permitting
Office of Oil and Gas

FORM WW-3 (B)
1/12

1) Date: 06/30/2015
2) Operator's Well No. Sperry Deep #1
3) API Well No.: 47 - 033 - 05868
State County Permit
4) UIC Permit No.

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

5) WELL TYPE: Liquid Injection [✓] / Gas Injection (not storage) [ ] / Waste Disposal [✓]
6) LOCATION: Elevation: 1168' Watershed: Middle West Fork River
District: Union County Harrison Quadrangle West Milford
7) WELL OPERATOR: Antero Resources Corporation
Address 1615 Wynkoop Street
Denver, CO 80212
8) DESIGNATED AGENT Dianna Stamper - CT Corporation System
Address 5400 D Big Tyler Road
Charleston, WV 25313
9) OIL & GAS INSPECTOR TO BE NOTIFIED
Name Sam Ward
Address 601 57th Street, SE
Charleston, WV 25304
10) DRILLING CONTRACTOR
Name TBD
Address

11) PROPOSED WELL WORK Drill [✓] / Drill deeper [ ] / Redrill [ ] / Stimulate [✓]
Plug off old formation [ ] / Perforate new formation [✓] Convert [ ]
Other physical change in well (specify)
12) GEOLOGIC TARGET FORMATION Huntersville & Oriskany Depth 7000' Feet (top) to 7800' Feet (bottom)
13) Estimated Depth of Completed Well, (or actual depth of existing well): 7800' Feet
14) Approximate water strata depths: Fresh 80' Feet Salt 2101' Feet
15) Approximate coal seam depths: 107', 797', 857'
16) Is coal being mined in the area? Yes No
17) Virgin reservoir pressure in target formation 2800# psig Source 47-085-09909
18) Estimated reservoir fracture pressure psig (BHFP)
19) MAXIMUM PROPOSED INJECTION OPERATIONS: Volume per hour 208 Bottom hole pressure 4256#
20) DETAILED IDENTIFICATION OF MATERIALS TO BE INJECTED, INCLUDING ADDITIVES
Flowback/Produced Marcellus and/or Fresh Water
21) FILTERS (IF ANY) None planned
22) SPECIFICATIONS FOR CATHODIC PROTECTION AND OTHER CORROSION CONTROL
None Planned for initial injection test

SDW 7/6/2015

23) CASING AND TUBING PROGRAM

CASING OR TUBING TYPE	SPECIFICATIONS					FOOTAGE INTERVALS		CEMENT FILL-UP OR SACKS (CU. FT.)	PACKERS
	Size	Grade	Weight per ft.	New	Used	For Drilling	Left In Well		
Conductor	20"	J-55	106.5#	New		40'	40'	46 Cu Ft. - CTS	Kinds
Fresh Water	13-3/8"	H-40	48#	New		340'	340' *see #12	472 Cu. Ft. - CTS	N/A
Coal	9-5/8"	J-55	36#	New		2510'	2510'	1022 Cu. Ft. - CTS	Sizes
Intermediate									N/A
Production	5-1/2"	P-110	20#	New		7700'	7700'	1725 Cu. Ft.	Depths set
Tubing	2-7/8"	L-80	6.5#				6900'		N/A
Liners									Perforations
									Top / Bottom
									7000' / 7300'
									7300' / 7800'

24) APPLICANT'S OPERATING RIGHTS were acquired from Mary Lou Smith (Mineral Owner)
by deed / lease / other contract X / dated 06/02/2015 of record in the
Harrison County Clerk's office in ROW Book 1556 Page 1278

FORM WW-3(B)
(Office of Oil & Gas Use Only)
1/12

OFFICE USE ONLY

DRILLING PERMIT

Permit Number _____ Date: _____

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

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

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

Bond	Agent	Plat	Casing	Fee

CHIEF, OFFICE OF OIL & GAS

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

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

OFFICE USE ONLY

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

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

Received
Office of Oil & Gas
JUL 06 2015

OTHER INSPECTIONS

Reason: _____

Reason: _____

WW-2A1
(Rev. 1/11)

Operator's Well Number Sperry Deep #1

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

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

(1) the tract of land is the same tract described in this Application, partly or wholly depicted in the accompanying plat, and described in the Construction and Reclamation Plan;

(2) the parties and recordation data (if recorded) for lease(s) or other continuing contract(s) by which the Applicant claims the right to *inject into the Huntersville & Oriskany formations

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

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

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

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

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

Received
Office of Oil & Gas
JUL 06 2015

Well Operator: Antero Resources Corporation
By: Its: Ward McNeilly, VP, Reserves Planning & Midstream

ANTERO RESOURCES CORPORATION
P.O. BOX 410
BRIDGEPORT, WV 26330-0410

BK1556 PG1278

Susan J Thomas
HARRISON County 01:47:40 PM
Instrument No 201500032358
Date Recorded 06/18/2015
Document Type ROW
Pages Recorded 2
Book-Page 1556-1278
Recording Fee $5.00
Additional $6.00

MEMORANDUM OF INJECTION AND EASEMENT AGREEMENT

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

WITNESSETH:

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

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

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

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

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

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

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

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

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

Grantor:

WITNESS

Mary Lou Smith

Grantee:

ANTERO RESOURCES CORPORATION

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

INDIVIDUAL ACKNOWLEDGEMENT

STATE OF WV)
)
COUNTY OF Harrison)

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

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

[SEAL]

OFFICIAL SEAL
SUSAN L. REYMOND
NOTARY PUBLIC
STATE OF WEST VIRGINIA
600 Rosebud Plaza
Clarksburg, WV 26301
My Commission Expires May 4, 2020

Notary Public
My Commission Expires: May 4, 2020

CORPORATE ACKNOWLEDGEMENT

STATE OF COLORADO)
)
COUNTY OF Denver)

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

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

[SEAL]

BLYTHE HOWELL
Notary Public
State of Colorado

Notary Public
My Commission Expires: 4/15/16

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

Antero Resources Corporation
1615 Wynkoop Street
Denver, CO 80202

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

INJECTION AND EASEMENT AGREEMENT

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

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

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

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

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

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

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

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

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

7. **Pooling.** Grantor grants unto Grantee the right to create or form a pool, unit or setback area for the injection, storage or disposal of water under said lands and all or any part of any adjoining lands, whether contiguous or non-contiguous, held by Grantee or other surface or mineral owners under other agreements, when in Grantee's judgement or if required or prescribed by governmental authority, it is necessary or advisable to create or form such pool, unit or setback area to utilize and operate efficiently such lands, for the purposes provided herein. Grantee may form any pool, unit, or setback area before or after completion of an injection well thereon by recording in the county wherein the pooled land(s) are located, a declaration of such pooling or area. Notwithstanding anything contained herein to the contrary, the consideration provided for in Paragraph 3 and any other payments described herein shall be calculated, tendered and/or paid to Grantor in the proportion that Grantor's mineral/royalty acreage in the pooled area(s) bears to the total mineral/royalty acreage within the pooled area. Grantee shall have the right to reduce, enlarge, or modify such pool(s) at any time, and the provided consideration and any other such payments calculated, tendered or paid thereafter shall then be based upon the proportionate mineral/royalty acreage and interests in the revised pool or area.

8. **Shut-In Payment.** After the expiration of the primary term hereof, when water is not being injected or used and the well or wells are shut-in and there is no current operations on said lands or lands pooled therewith sufficient to keep this Agreement in force, Grantee shall pay or tender a shut-in payment of Twenty-Five Dollars ($25.00) per year per net acre retained hereunder, such payment or tender to be made on or before the anniversary date of this Agreement next ensuing after the expiration of ninety (90) days from the date such well is shut-in and thereafter on the anniversary date of this Agreement during the period such well is shut in, to Grantor. When such payment or tender is made it will be considered that water is being injected within the meaning of the entire Agreement. Notwithstanding any other provision to the contrary, this Agreement shall not terminate because of a failure to properly or timely make shut-in payments unless Grantor shall have given Grantee written notice of such failure to properly or timely make such shut-in payment and Grantee shall have failed for a period of sixty (60) days after receipt of such notice to tender such late payment or such payment in the proper amount, together with a late or improper payment penalty of $100.00.

9. **Adverse Claim.** If Grantee receives written notice of an adverse claim to the lands, affecting all or any part of the payments due hereunder, Grantee may, at its sole discretion, withhold payments or delivery of same without obligation to pay interest or penalty until such time as Grantor's ownership is determined by compromise, or by final decree of a court of competent jurisdiction, or Grantee may file a petition or interpleader. Grantee shall in no event be liable for any interest or penalty for any such amounts withheld and this Agreement shall remain in full force and effect.

10. **Force Majeure.** Should Grantee be prevented from complying with any expressed or implied covenant of this Agreement, or by operation of force majeure, or because of any federal or state law or any order, rule or regulation of a governmental authority, then while so prevented, Grantee's obligations to comply with such covenant shall be suspended, and Grantee shall not be liable in damages for failure to comply therewith; and this Agreement shall be extended while and so long as Grantee is prevented by any such cause and the time while Grantee is so prevented shall not be counted against Grantee.

11. **Consent and Cooperation in Permitting.** Grantor hereby agrees to consent and reasonably cooperate with Grantee during the permitting and/or commentary process of its injection facilities and/or operations with local, state and federal authorities, and to execute any necessary documents required by governmental authorities evidencing Grantor's support of same. Grantor shall not be required to incur any costs that may be associated with its consent and cooperation contemplated in this Paragraph.

12. **Indemnification.** To the maximum extent permitted by law, Grantee will indemnify, defend and hold Grantor, and if applicable, Grantor's officers, directors, employees, agents, successors and assigns harmless from and against all claims, liabilities, demands, suits, losses, damages and costs (including, without limitation, reasonable attorney fees) which may arise out of, or be related to Grantee's water injection operations on or under the subject property, including, without limitation, any claims that Grantee's operations hereunder are either illegal, unauthorized, or constitute an improper interference with any party's rights, or have damaged the lands or operations of adjacent landowners.

13. **Recording.** This Agreement may not be recorded without the prior written consent of Grantor and Grantee, except that Grantee may record a Memorandum of Injection and Easement Agreement, setting out in general terms the intent of this Agreement and any third party notification and/or requirements, as set forth in Paragraphs 1, 2 and 14.

14. **Drill Through Injection Horizon.** This Agreement shall not be construed to preclude the Grantor or his heirs, successors and assigns from drilling a well or wells through the Injection Horizon subject to this easement to any oil or natural gas bearing zones located beneath the easement. In the event that the Grantor or his heirs, successors and assigns desire to drill through the easement to access deeper producing zones, the operator of such well or wells shall comply with all then existing requirements of West Virginia law regarding the drilling of Deep Wells and/or wells within water bearing zones or reservoirs. The operator should be aware that higher pressures may be encountered upon reaching the Injection Horizon, and appropriate equipment should be made available on location and suitable precautions should be taken. The Injection Horizon must be cased and cemented at least 200 feet above the top and bottom of the Injection Horizon. Cement must be allowed to sit for at least 36 hours without drilling activity, and a cement bond log should be run to confirm overall cement quality. Grantee or its heirs, successors and assigns must be notified in writing sixty (60) days prior to any operators commencement of drilling activity through the Injection Horizon, and shall be entitled to have an inspector or representative present at all times during such drilling and cementing. Copies of all logs shall be provided to Grantee and Grantee further reserves the right to run additional logs or tests at its own expense, upon reasonable request to do so.

15. **Existing Lease.** The parties hereby acknowledge that there is an existing oil and gas lease covering the subject lands, by and between A.A. Post and L.V. Post, his wife and Reserve Gas Company, dated June 10, 1910, recorded in Deed Book 193, Page 437, in the Office of the Clerk of the County Commission of Harrison County, West Virginia (the "Lease"). Grantor and Grantee have acquired or otherwise own an interest in all or a portion of the lands covered by the Lease, however, the parties hereby agreed to acknowledge and stipulate that the Lease and this Agreement shall each continue in force and effect according to their respective terms and conditions, and shall be independent of the other. Notwithstanding the expiration or termination of the Lease, this Agreement shall continue in force and effect according to its terms, and vice versa.

16. **Compliance with Statutes.** It is agreed between the parties hereto that in the event any provision or portion of this Agreement is determined by a court of competent jurisdiction, regulatory agency, regulatory body, or legislative body to be in violation of local, state or federal statute, rule or regulation, the relevant portion of the subject provision or portion of this Agreement which is not in compliance with such statute, rule or regulation shall be severed from this Agreement to the extent necessary to comply with such statute, rule or regulation, and this Agreement shall continue in full force and effect as amended.

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

GRANTOR

Mary Lou Smith

Mary Lou Smith

GRANTEE

Antero Resources Corporation

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

WW-9
(2/15)

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

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

FLUIDS/ CUTTINGS DISPOSAL & RECLAMATION PLAN

Operator Name Antero Resources Corporation OP Code 494507062

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

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

Will a pit be used? Yes ☐ No ☑

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

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

Proposed Disposal Method For Treated Pit Wastes:

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

SDW 7/6/2015

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

Drilling medium anticipated for this well (vertical and horizontal)? Air, freshwater, oil based, etc. Surface - Air/Freshwater, Intermediate - Dust/Stiff Foam, Production - Water Based Mud

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

Additives to be used in drilling medium? Please See Attachment

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

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

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

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

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

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

Company Official Signature _____

Company Official (Typed Name) Ward McNeilly

Company Official Title VP, Reserves Planning & Midstream

KARA QUACKENBUSH
NOTARY PUBLIC
STATE OF COLORADO
NOTARY ID 20144028297
MY COMMISSION EXPIRES JULY 21, 2018

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

_____ Notary Public

My commission expires July 21, 2018

Form WW-9

Operator's Well No. Sperry Deep #1

Antero Resources Corporation

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

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

Fertilizer type

Fertilizer amount 500 lbs/acre

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

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

Seed Mixtures

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

*or type of grass seed requested by surface owner

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

Photocopied section of involved 7.5' topographic sheet.

Plan Approved by: [signature]

Comments: Existing Well pad

Title: OOG Inspector Date: 7/6/2015

Field Reviewed? (X) Yes ( ) No

Form WW-9 Additives Attachment

SURFACE INTERVAL

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

INTERMEDIATE INTERVAL

STIFF FOAM RECIPE:

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

PRODUCTION INTERVAL

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

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Office of Oil & Gas
JUL 06 2015

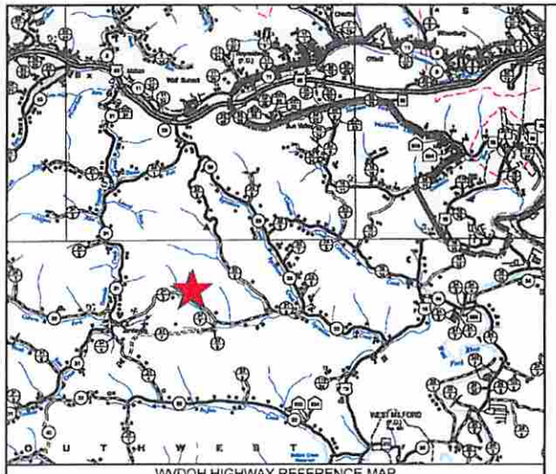
13. Escaid 110
    Drilling Fluild Solvent – Aliphatic Hydrocarbon
14. Ligco
    Highly Oxidized Leonardite – Filteration Control Agent
15. Super Sweep
    Polypropylene – Hole Cleaning Agent
16. Sulfatrol K
    Drilling Fluid Additive – Sulfonated Asphalt Residuum
17. Sodium Chloride, Anhydrous
    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

Received
Office of Oil & Gas
JUL 06 2015

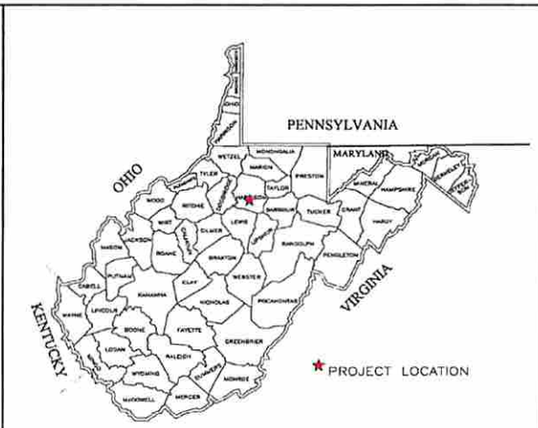
ANTERO RESOURCES
SPERRY 2
AS-BUILT FOR PROPOSED DEEP VERTICAL WELL

UNION DISTRICT, HARRISON COUNTY, WEST VIRGINIA

WEST MILFORD 7.5 MINUTE QUAD MAP



WVDOH HIGHWAY REFERENCE MAP
1 inch = 1 mile



WV COUNTY REFERENCE MAP

GENERAL DESCRIPTION

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

PROJECT CONTACTS

OPERATOR:

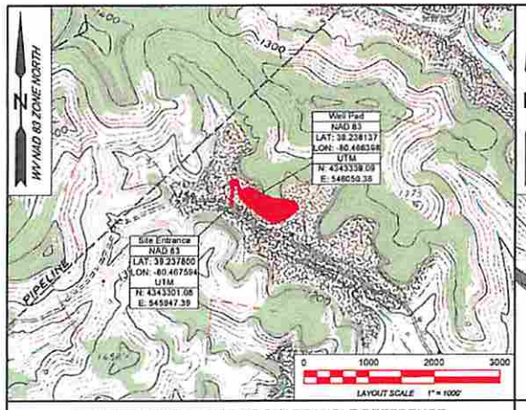
ANTERO RESOURCES CORPORATION
535 WHITE OAKS BLVD
BRIDGEPORT, WV 26330
PHONE: (304) 842-4100
FAX: (304) 842-4102
www.anteroresources.com

PROJECT COORDINATOR :

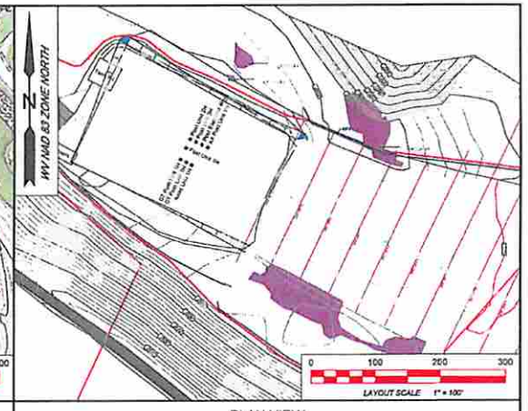
ROBERT WIRKS
535 WHITE OAKS BLVD
BRIDGEPORT, WV 26330
PHONE: (304) 842-4100
CELL: (304) 627-7405
FAX: (304) 842-4102
EMAIL: twirks@anteroresources.com

CONSTRUCTION COORDINATOR :

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



WEST MILFORD 7.5 MINUTE QUADRANGLE REFERENCE



PLAN VIEW

NO.	INDEX TO SHEETS
COVER	COVER
1	SPERRY 2 AS-BUILT

ENGINEER / SURVEYOR

KELLY SURVEYING PLLC.
P.O.BOX 254
DAILEY, WV 26259
PHONE: (304) 338-6985
FAX: (304) 304-338-6081

PROJECT MANAGER

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

SDW
7/8/2015

TOPOGRAPHIC INFORMATION:

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

EXISTING DISTURBED ACREAGE	*5.92 AC.*

Floodplain Conditions		
Do site construction activities take place in a floodplain:		*NO*
Permit needed from county floodplain coordinator:		*NO*
Flood Hazard Zone		*X*
HEC-RAS Study completed:		*N/A*
Floodplain shown on drawings:		*N/A*
FIRM Map Number(s) for site:	*54033C0230D*	
Acreages of construction in floodplain:	*N/A*	

MISS UTILITY OF WEST VIRGINIA
1-800-245-4848
West Virginia State Law Section XIV: Chapter 24-C requires that you call two business days before you dig in the state of West Virginia.
IT'S THE LAW
811 Know what's below. Call before you dig.

Kelly Surveying
P.O. Box 254
Dailey, WV 26259
(304)338-6985

REVISIONS

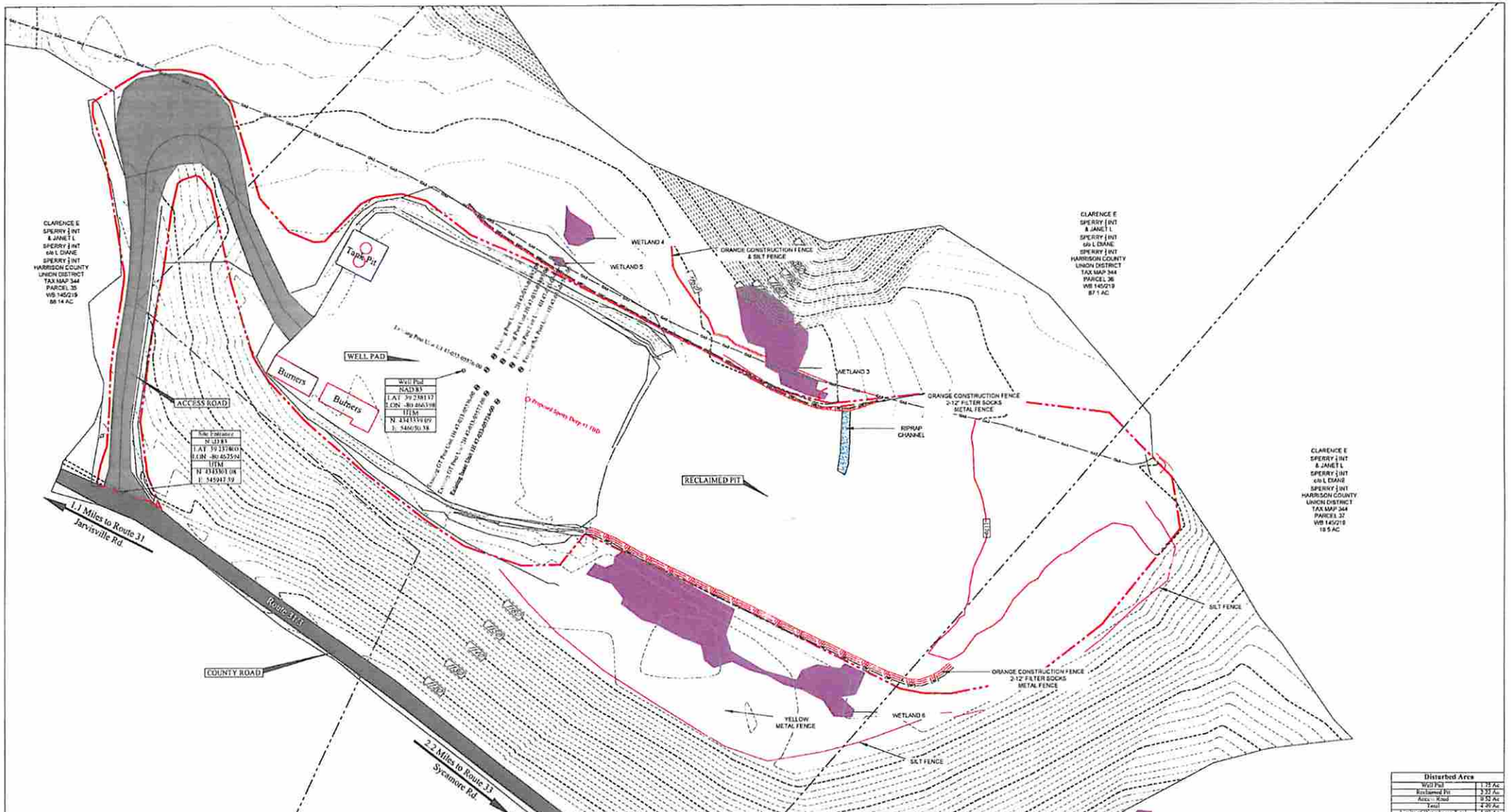
DATE

Antero Resources

THIS DOCUMENT PREPARED FOR ANTERO RESOURCES CORPORATION

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

Date: 04/13/2015
Scale: AS NOTED
Designed By: KK BC
File No:
Page COVER



SPERRY 2 AS-BUILT FOR PROPOSED DEEP VERTICAL WELL

0 50 100 150

Scale 1 inch = 50 feet

LEGEND EXISTING SITE CONDITIONS BASE MAPPING

- EXISTING TREE LINE
- 1220 EXISTING CONTOUR MAJOR
- EXISTING CONTOUR MINOR
- 1235.1 × EXISTING SPOT ELEVATION
- EXISTING APPROX. PIPELINE
- EXISTING GATE
- EXISTING FENCE LINE
- EXISTING PIPE INLET
- EXISTING POND OR LAKE
- EXISTING STREAM
- EXISTING UTILITY POLE
- EXISTING WELL
- EXISTING MISC. POLE
- EXISTING MISC. FEATURE
- EXISTING TROUGH
- EXISTING RETAINING WALL
- EXISTING TRAIL
- EXISTING POWER LINE & TRIANLE TOWER
- EXISTING BUILDING
- EXISTING TANK OR SILO
- EXISTING RUINS
- EXISTING CULVERT LINE
- EXISTING CONCRETE PAD
- EXISTING OPEN STORAGE AREA
- EXISTING PAVED DRIVEWAY
- EXISTING UNPAVED DRIVEWAY
- EXISTING UNPAVED ROAD
- EXISTING PAVED ROAD

NOTE: NOT ALL FEATURES ARE SHOWN IN CLARENCE DRIVE/US VIEW

LEGEND

- RIGHT-OF-WAY
- PROPERTY LINE
- PEM WETLAND
- PERENNIAL STREAM
- INTERMITTENT STREAM
- EPHEMERIAL STREAM
- SUPER SILT FENCE
- 24 INCH FILTER SOCK
- LIMITS OF DISTURBANCE
- 1235 DESIGN CONTOUR MAJOR
- DESIGN CONTOUR MINOR

PROPERTY OWNER INFORMATION

JOHN & MARY DOE ANY COUNTY TAX MAP DISTRICT TAX MAP 1 PARCEL 2.1 DB 243/890

NORTH

MISS UTILITY OF WEST VIRGINIA 1-800-245-4848

West Virginia State Law Section XVI Chapter 24-C requires that you call two business days before you dig in the state of West Virginia. IT'S THE LAW

811 Know what's below. Call before you dig.

NOTES:

1. THE TOPOGRAPHIC INFORMATION SHOWN HEREON IS BASED ON AERIAL PHOTOGRAPHY COMPILED BY BK LIE MOUNTAIN AERIAL MAPPING, BURTON, WEST VIRGINIA.
2. THE PROPERTY LINES SHOWN HEREON DO NOT REPRESENT A BOUNDARY SURVEY ON ANY OF THE PARCELS SHOWN. PROPERTY CORNERS AND LINES PERTINENT TO SITE LOCATION ARE BASED ON A FIELD SURVEY. THE REMAINDER OF THE PROPERTY LINES ARE BASED ON COUNTY REAL ESTATE TAX MAPS, GIS INFORMATION AND DEEDS OF RECORD.
3. UTILITIES AND OTHER LOCATIONS AS SHOWN HEREON ARE BASED ON ACCESSIBLE EVIDENCE OF THOSE VISIBLE ABOVE GROUND FACILITIES, FEATURES AND MARKERS WHICH WERE FOUND ON THE SUBJECT PROPERTY AT THE TIME OF SURVEY PERFORMED BY KELLY SURVEYING PLLC. AND BY FIELD MARKINGS PLACED BY THE UTILITY COMPANIES IN RESPONSE TO THE WV 811 TICKET SUBMITTED BY KELLY SURVEYING PLLC. OR THE OWNER. KELLY SURVEYING PLLC. CANNOT GUARANTEE THE ACCURACY OF THE UTILITY MARKINGS PERFORMED BY OTHERS OR THAT ALL UTILITIES EXISTING WITHIN THE LIMITS OF THIS PLAN ARE SHOWN. ANY UTILITIES THAT ARE NOT SHOWN ON THIS PLAN SHOULD BE REPORTED TO KELLY SURVEYING PLLC. BY PHONE (UNION 8985 OR EMAIL kellysurvey@gmail.com

Kelly Surveying
P.O. Box 234
Dailey, WV 26239
(304)338-6985

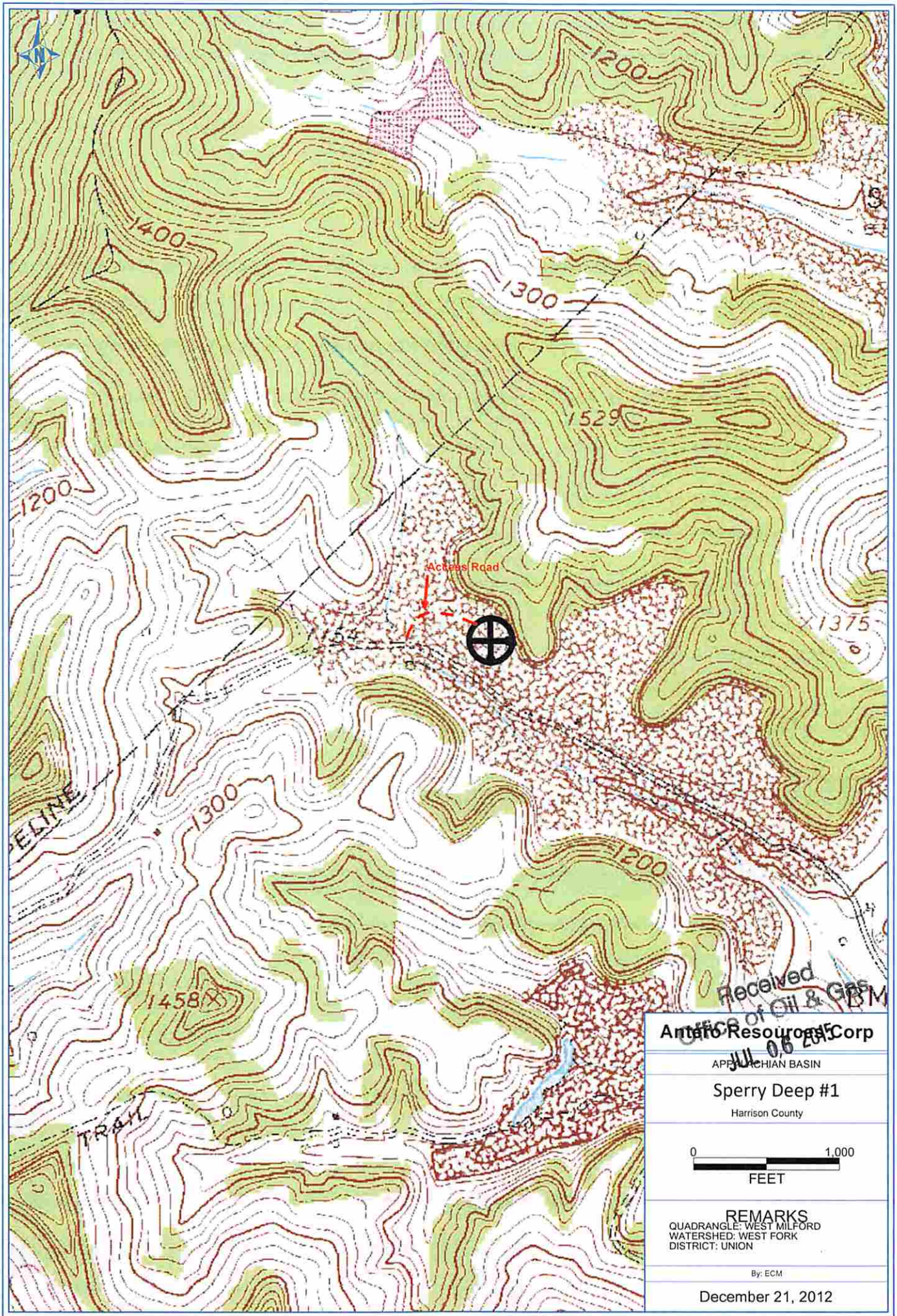
DATE	REVISIONS

Antero Resources

THIS DOCUMENT PREPARED FOR ANTERO RESOURCES CORPORATION

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

Date: 04/13/2015
Scale: 1"=50'
Designed By: KK BC
File No: WT-SW2 - Build.dwg
Page: 1 of 1



Received
Office of Oil & Gas
JUL 06 2013
WV Dept. of Environmental Protection

Antero Resources Corp

APPALACHIAN BASIN

Sperry Deep #1

Harrison County

0 1,000

FEET

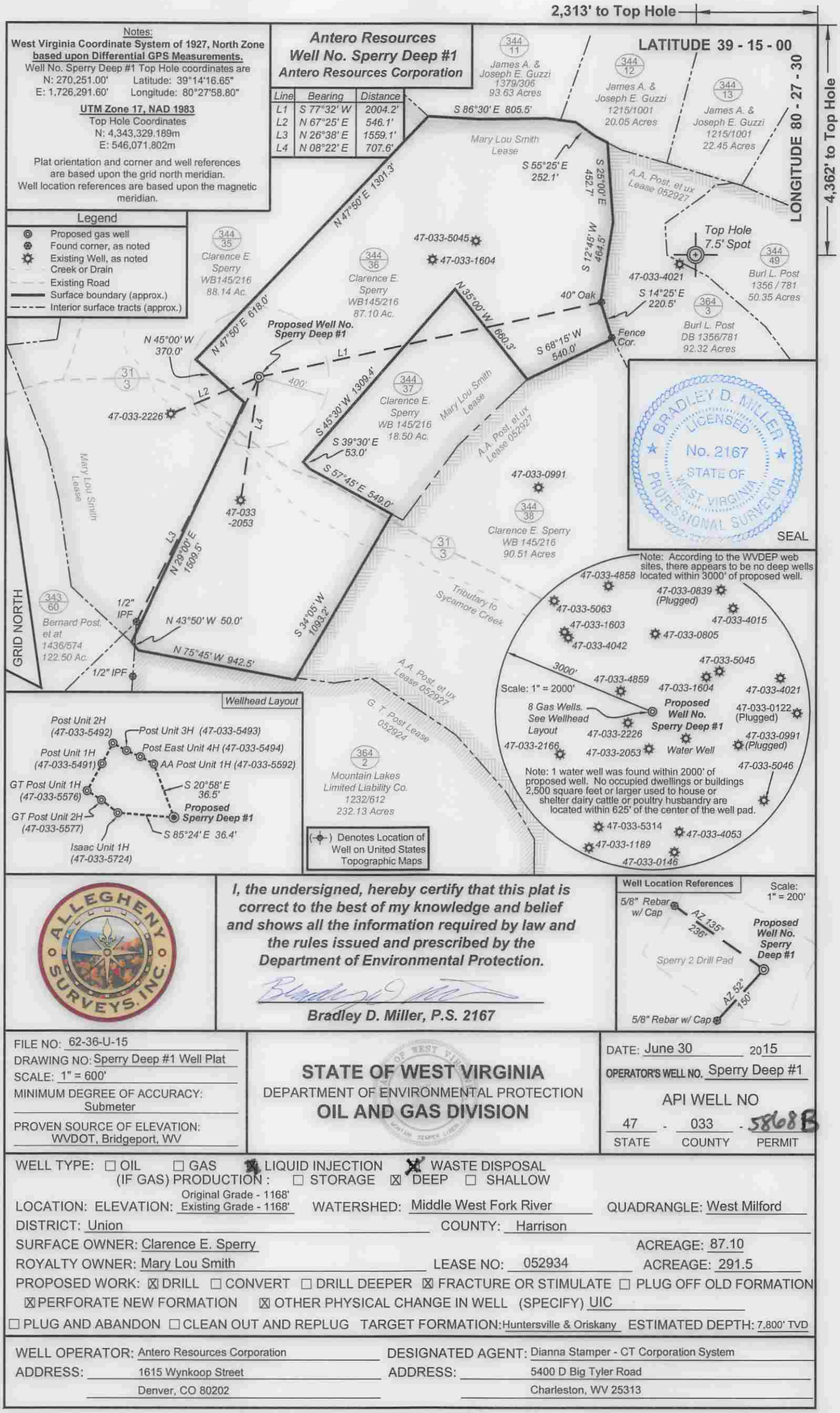
REMARKS

QUADRANGLE: WEST MILFORD
WATERSHED: WEST FORK
DISTRICT: UNION

By: ECM

December 21, 2012

PETRA 12/21/2012 3:32:20 PM


2,313' to Top Hole
4,362' to Top Hole
LATITUDE 39 - 15 - 00
LONGITUDE 80 - 27 - 30
Notes:
West Virginia Coordinate System of 1927, North Zone based upon Differential GPS Measurements.
Well No. Sperry Deep #1 Top Hole coordinates are
N: 270,251.00' Latitude: 39°14'16.65"
E: 1,726,291.60' Longitude: 80°27'58.80"
UTM Zone 17, NAD 1983
Top Hole Coordinates
N: 4,343,329.189m
E: 546,071.802m
Plat orientation and corner and well references are based upon the grid north meridian.
Well location references are based upon the magnetic meridian.
Antero Resources
Well No. Sperry Deep #1
Antero Resources Corporation
Line | Bearing | Distance
L1 | S 77°32' W | 2004.2'
L2 | N 67°25' E | 546.1'
L3 | N 26°38' E | 1559.1'
L4 | N 08°22' E | 707.6'
Legend
Proposed gas well
Found corner, as noted
Existing Well, as noted
Creek or Drain
Existing Road
Surface boundary (approx.)
Interior surface tracts (approx.)
344 11 James A. & Joseph E. Guzzi 1379/306 93.63 Acres
344 12 James A. & Joseph E. Guzzi 1215/1001 20.05 Acres
344 13 James A. & Joseph E. Guzzi 1215/1001 22.45 Acres
344 35 Clarence E Sperry WB145/216 88.14 Ac.
344 36 Clarence E. Sperry WB145/216 87.10 Ac.
344 37 Clarence E. Sperry WB 145/216 18.50 Ac.
344 38 Clarence E. Sperry WB 145/216 90.51 Acres
344 49 Burl L. Post 1356 / 781 50.35 Acres
364 3 Burl L. Post DB 1356/781 92.32 Acres
364 2 Mountain Lakes Limited Liability Co. 1232/612 232.13 Acres
343 60 Bernard Post, et al 1436/574 122.50 Ac.
31 3
S 86°30' E 805.5'
N 47°50' E 1301.3'
S 55°25' E 252.1'
S 26°00' E 452.7'
S 12°45' W 464.5'
N 35°00' W 660.3'
S 68°15' W 540.0'
S 14°25' E 220.5'
40" Oak
Fence Cor.
Top Hole 7.5' Spot
47-033-5045
47-033-1604
47-033-4021
Proposed Well No. Sperry Deep #1
N 47°50' E 618.0'
N 45°00' W 370.0'
400'
L1
L2
L4
47-033-2226
S 45°30' W 1309.4'
S 39°30' E 53.0'
S 57°45' E 549.0'
47-033-0991
47-033-2053
L3
N 29°00' E 1509.5'
1/2" IPF
N 43°50' W 50.0'
S 34°05' W 1093.2'
N 75°45' W 942.5'
1/2" IPF
Mary Lou Smith Lease
A.A. Post, et ux Lease 052927
Tributary to Sycamore Creek
G. T. Post Lease 052924
GRID NORTH
Wellhead Layout
Post Unit 2H (47-033-5492)
Post Unit 3H (47-033-5493)
Post East Unit 4H (47-033-5494)
AA Post Unit 1H (47-033-5592)
Post Unit 1H (47-033-5491)
GT Post Unit 1H (47-033-5576)
GT Post Unit 2H (47-033-5577)
S 20°58' E 36.5'
Proposed Sperry Deep #1
S 85°24' E 36.4'
Isaac Unit 1H (47-033-5724)
(⊕) Denotes Location of Well on United States Topographic Maps
Note: According to the WVDEP web sites, there appears to be no deep wells located within 3000' of proposed well.
47-033-4858
47-033-0839 (Plugged)
47-033-5063
47-033-4015
47-033-1603
47-033-0805
47-033-4042
47-033-5045
3000'
Scale: 1" = 2000'
47-033-4859
47-033-1604
47-033-4021
8 Gas Wells. See Wellhead Layout
Proposed Well No. Sperry Deep #1
47-033-0122 (Plugged)
47-033-2226
47-033-2166
47-033-2053
Water Well
47-033-0991 (Plugged)
47-033-5046
Note: 1 water well was found within 2000' of proposed well. No occupied dwellings or buildings 2,500 square feet or larger used to house or shelter dairy cattle or poultry husbandry are located within 625' of the center of the well pad.
47-033-5314
47-033-4053
47-033-1189
47-033-0146
BRADLEY D. MILLER LICENSED No. 2167 STATE OF WEST VIRGINIA PROFESSIONAL SURVEYOR
SEAL
Well Location References
Scale: 1" = 200'
5/8" Rebar w/ Cap
AZ 135° 236'
Proposed Well No. Sperry Deep #1
Sperry 2 Drill Pad
AZ 52° 150'
5/8" Rebar w/ Cap
ALLEGHENY SURVEYS, INC.
I, the undersigned, hereby certify that this plat is correct to the best of my knowledge and belief and shows all the information required by law and the rules issued and prescribed by the Department of Environmental Protection.
Bradley D. Miller, P.S. 2167
FILE NO: 62-36-U-15
DRAWING NO: Sperry Deep #1 Well Plat
SCALE: 1" = 600'
MINIMUM DEGREE OF ACCURACY: Submeter
PROVEN SOURCE OF ELEVATION: WVDOT, Bridgeport, WV
STATE OF WEST VIRGINIA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
OIL AND GAS DIVISION
DATE: June 30 2015
OPERATOR'S WELL NO. Sperry Deep #1
API WELL NO
47 - 033 - 5868B
STATE COUNTY PERMIT
WELL TYPE: ☐ OIL ☐ GAS ☒ LIQUID INJECTION ☒ WASTE DISPOSAL
(IF GAS) PRODUCTION: ☐ STORAGE ☒ DEEP ☐ SHALLOW
LOCATION: ELEVATION: Original Grade - 1168' Existing Grade - 1168' WATERSHED: Middle West Fork River QUADRANGLE: West Milford
DISTRICT: Union COUNTY: Harrison
SURFACE OWNER: Clarence E. Sperry ACREAGE: 87.10
ROYALTY OWNER: Mary Lou Smith LEASE NO: 052934 ACREAGE: 291.5
PROPOSED WORK: ☒ DRILL ☐ CONVERT ☐ DRILL DEEPER ☒ FRACTURE OR STIMULATE ☐ PLUG OFF OLD FORMATION
☒ PERFORATE NEW FORMATION ☒ OTHER PHYSICAL CHANGE IN WELL (SPECIFY) UIC
☐ PLUG AND ABANDON ☐ CLEAN OUT AND REPLUG TARGET FORMATION: Huntersville & Oriskany ESTIMATED DEPTH: 7,800' TVD
WELL OPERATOR: Antero Resources Corporation
ADDRESS: 1615 Wynkoop Street Denver, CO 80202
DESIGNATED AGENT: Dianna Stamper - CT Corporation System
ADDRESS: 5400 D Big Tyler Road Charleston, WV 25313

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

July 2, 2015

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

Mr. Smith:

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

Attached you will find the following:

- Permit Application package

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

Thank you in advance for your consideration.

Sincerely,

Ashlie Steele

Ashlie Steele
Permitting Supervisor
Antero Resources Corporation

Enclosures

Received
Office of Oil & Gas
JUL 06 2015

15 day comment period expires 7/21/15.

FORM WW-3 (A)
1/12

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

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

5) Surface Owner(S) To Be Served
(a) Name PLEASE SEE ATTACHMENT
Address
(b) Name
Address
(c) Name
Address

6) Inspector Sam Ward
Address 601 57th Street, SE
Charleston, WV 25304
Telephone 304-389-7583

7) (a) Coal Operator
Name PLEASE SEE ATTACHMENT
Address

7) (b) Coal Owner(S) With Declaration Of Record
Name PLEASE SEE ATTACHMENT
Address
Name
Address

7) (c) Coal Lessee with Declaration Of Record
Name
Address

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

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

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

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

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

The person signing this document shall make the following certification:

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

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

Received
Office of Oil & Gas
JUL 06 2015

WW-2A Notice of Application Attachment:

Surface Owners:

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

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

Coal Operators & Owners:

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

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

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

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

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

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

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

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

Received
Office of Oil & Gas
JUL 06 2015

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

Cut on dotted line.

Instructions

1. Each Click-N-Ship® label is unique. Labels are to be used as printed and used only once. DO NOT PHOTO COPY OR ALTER LABEL.
2. Place your label so it does not wrap around the edge of the package.
3. Adhere your label to the package. A self-adhesive label is recommended. If tape or glue is used, DO NOT TAPE OVER BARCODE. Be sure all edges are secure.
4. To mail your package with PC Postage®, you may schedule a Package Pickup online, hand to your letter carrier, take to a Post Office™, or drop in a USPS collection box.
5. Mail your package on the "Ship Date" you selected when creating this label.

Click-N-Ship® Label Record

Signature Confirmation™ :
9410 8036 9930 0069 4298 68

Trans. #:	341031529	Priority Mail® Postage:	$5.05
Print Date:	07/02/2015	Signature Confirmation (Electronic Rate)	$2.45
Ship Date:	07/02/2015	Total	$7.50
Expected Delivery Date:	07/06/2015		

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

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

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

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SURFACE OWNER NOTIFICATION

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Click-N-Ship® Label Record

Signature Confirmation™ :
9410 8036 9930 0069 4293 94

Trans. #:	341030555	Priority Mail® Postage:	$5.05
Print Date:	07/02/2015	Signature Confirmation (Electronic Rate)	$2.45
Ship Date:	07/02/2015	Total	$7.50
Expected Delivery Date:	07/06/2015		

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

To: JOSEPHINE H. SPERRY
169 KEYES AVE
PHILIPPI WV 26416-1234

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

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Click-N-Ship® Label Record

Signature Confirmation™ :
9410 8036 9930 0069 4299 36

Trans. #:	341031598	Priority Mail® Postage:	$5.05
Print Date:	07/02/2015	Signature Confirmation (Electronic Rate)	$2.45
Ship Date:	07/02/2015	Total	$7.50
Expected Delivery Date:	07/06/2015		

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

To: CONSOLIDATION COAL COMPANY CONSOL ENERGY. INC. - CNX CENTER
ENGINEERING & OPS. SUPPORT
1000 CONSOL ENERGY DR
CANONSBURG PA 15317-6506

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

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Click-N-Ship® Label Record

Signature Confirmation™ :
9410 8036 9930 0069 4299 98

Trans. #:	341031650	Priority Mail® Postage:	$5.05
Print Date:	07/02/2015	Signature Confirmation (Electronic Rate)	$2.45
Ship Date:	07/02/2015	Total	$7.50
Expected Delivery Date:	07/06/2015		

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

To: INTERNATIONAL COAL GROUP. INC. C/O
CORPORATION SERVICE COMPANY
63 CORPORATE CENTER DR
SCOTT DEPOT WV 25560-7841

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COAL OWNER, OPERATOR, LESSEE NOTIFICATION

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Click-N-Ship® Label Record

Signature Confirmation™ :
9410 8036 9930 0069 4300 62

Trans. #:	341031195	Priority Mail® Postage:	$5.05
Print Date:	07/02/2015	Signature Confirmation (Electronic Rate)	$2.45
Ship Date:	07/02/2015	Total	$7.50
Expected Delivery Date:	07/06/2015		

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

To: ANKER WEST VIRGINIA MINING CO., INC. WOLF RUN MINING COMPANY
C/O CORPORATION SERVICE COMPANY
99 EDMISTON WAY
BUCKHANNON WV 26201-8916

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COAL OWNER, OPERATOR, LESSEE NOTIFICATION

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Click-N-Ship® Label Record

Signature Confirmation™ :
9410 8036 9930 0069 4301 23

Trans. #:	341032260	Priority Mail® Postage:	$5.05
Print Date:	07/02/2015	Signature Confirmation (Electronic Rate)	$2.45
Ship Date:	07/02/2015	Total	$7.50
Expected Delivery Date:	07/06/2015		

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

To: ANKER ENERGY CORPORATION HUNTER RIDGE COAL COMPANY
C/O CORPORATION SERVICE COMPANY
2708 CRANBERRY SQ
MORGANTOWN WV 26508-9286

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Signature Confirmation™ :
9410 8036 9930 0069 4303 21

Trans. #:	341032122	Priority Mail® Postage:	$5.05
Print Date:	07/02/2015	Signature Confirmation (Electronic Rate)	$2.45
Ship Date:	07/02/2015	Total	$7.50
Expected Delivery Date:	07/06/2015		

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

To: PATRIOT MINING COMPANY HUNTER RIDGE COAL COMPANY
C/O CORPORATION SERVICE COMPANY
2708 CRANBERRY SQ
MORGANTOWN WV 26508-9286

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COAL OWNER, OPERATOR, LESSEE NOTIFICATION

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

Postmark Here
JUL 2 2015

Sent To: Sycamore Valley Coal Co.
Street, Apt. No.; or PO Box No.: 721 Goff Building
City, State, ZIP+4: Clarksburg, WV 26301

PS Form 3800, August 2006 — See Reverse for Instructions

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Office of Oil & Gas
JUL 06 2015

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SPERRY DEEP #1 (API 47-033-05868)
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Click-N-Ship® Label Record

Signature Confirmation™ :
9410 8036 9930 0069 4304 37

Trans. #:	341032184
Print Date:	07/02/2015
Ship Date:	07/02/2015
Expected Delivery Date:	07/06/2015

Priority Mail® Postage:	$5.05
Signature Confirmation (Electronic Rate)	$2.45
Total	$7.50

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

To: SUMMIT ENERGY GROUP, LLC
1543 FAIRMONT AVE
FAIRMONT WV 26554-2175

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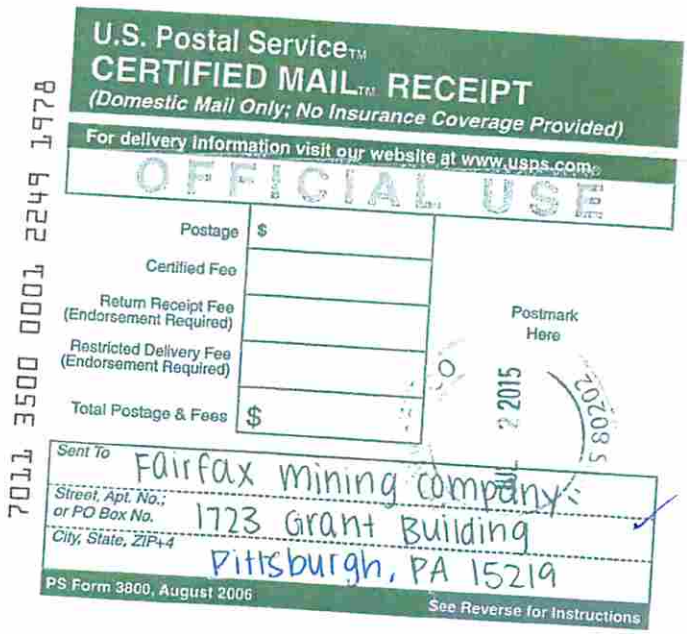
COAL OWNER, OPERATOR, LESSEE NOTIFICATION



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Office of Oil & Gas
JUL 06 2015

WW-2B1
(5-12)

Well No. Sperry Deep #1

West Virginia Department of Environmental Protection
Office of Oil and Gas

NOTICE TO SURFACE OWNERS

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

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

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

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

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

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

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

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

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

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

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

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Expected Delivery Date:	07/06/2015		

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

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

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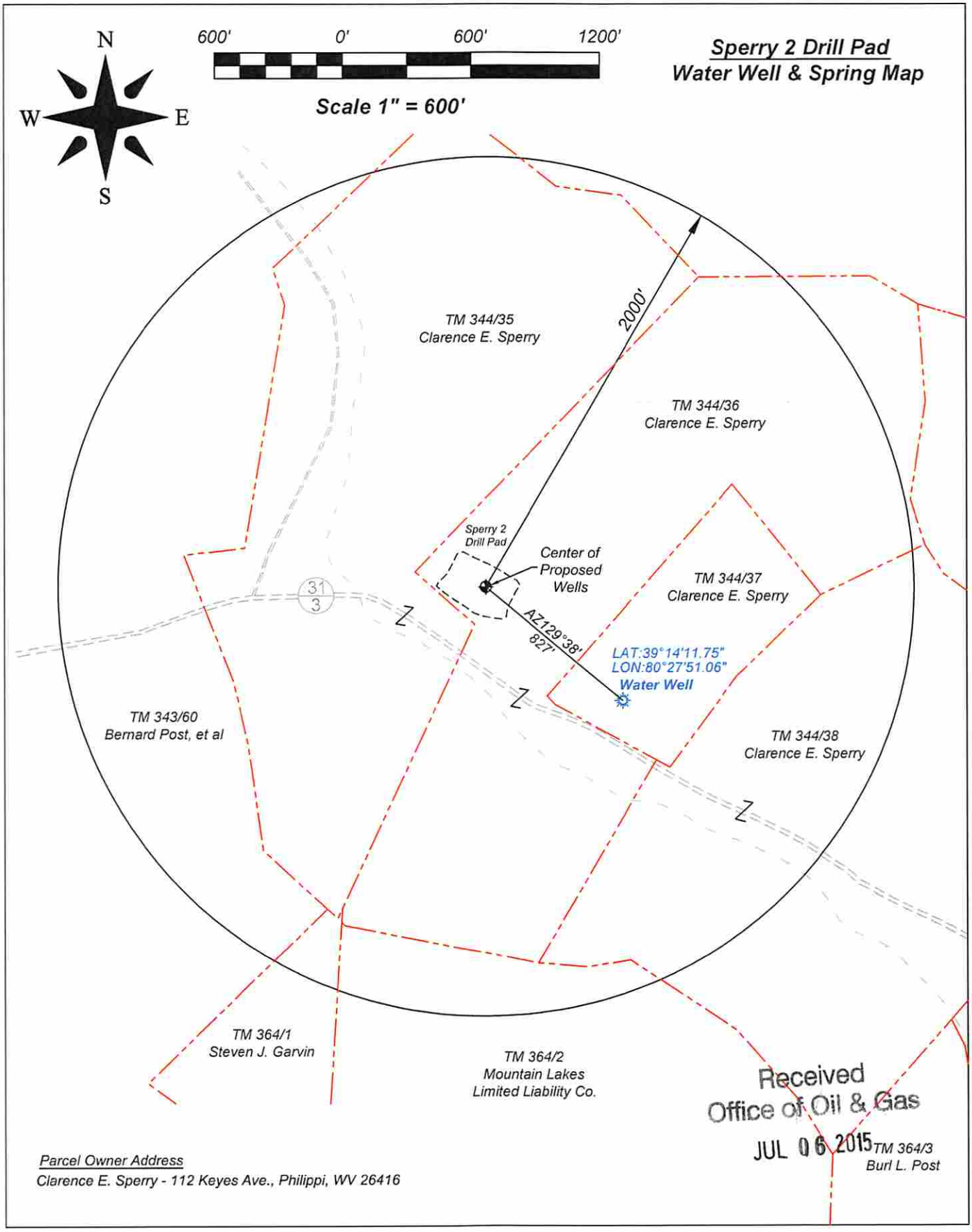

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