



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

July 28, 2015

WELL WORK PERMIT

Horizontal 6A Well

This permit, API Well Number: 47-900164, issued to SWN PRODUCTION COMPANY, LLC, 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 completion of permitted well work, as should form WR-34 Discharge Monitoring Report within 30 days of discharge of pits, if applicable. Failure to abide by all statutory and regulatory provisions governing all duties and operations hereunder may result in suspension or revocation of this permit and, in addition, may result in civil and/or criminal penalties being imposed upon the operators.

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 issue date unless permitted well work is commenced. If there are any questions, please feel free to contact me at (304) 926-0499 ext. 1654.

James Martin
Chief

Operator's Well No: OV ROYALTY TRUST LLC BRK 8
Farm Name: THE TRUST OF GENE VALENTIN

API Well Number: 47-900164

Permit Type: Horizontal 6A Well

Date Issued: 07/28/2015

Promoting a healthy environment.

API Number: _____

PERMIT CONDITIONS⁴⁷⁰⁰⁹⁰⁰¹⁶⁴

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

CONDITIONS

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

WW-6B
(10/14)

API NO. 47-09 -
OPERATOR WELL NO. OV Royalty Trust LLC BRK 8H
Well Pad Name: OV Royalty Trust PAD

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

1) Well Operator: SWN Production Co., LLC 494512924 009-Brooke 1-Buffalo Steubenville East
Operator ID County District Quadrangle

2) Operator's Well Number: OV Royalty Trust LLC BRK 8H Well Pad Name: OV Royalty Trust PAD

3) Farm Name/Surface Owner: The Trust of Gene Valentino Public Road Access: Rabbit Hill Road

4) Elevation, current ground: 1181' Elevation, proposed post-construction: 1181'

5) Well Type (a) Gas Oil Underground Storage
Other

(b) If Gas Shallow Deep
Horizontal

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6) Existing Pad: Yes or No yes

7) Proposed Target Formation(s), Depth(s), Anticipated Thickness and Associated Pressure (s)
Target Formation- Marcellus, Target Top TVD- 5747', Target Base TVD- 5790' Anticipated Thickness- 43', Associated Pressure- 3750

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Environmental Protection

8) Proposed Total Vertical Depth: 5775'

9) Formation at Total Vertical Depth: Marcellus

10) Proposed Total Measured Depth: 10,379'

11) Proposed Horizontal Leg Length: 3744'

12) Approximate Fresh Water Strata Depths: 53'

13) Method to Determine Fresh Water Depths: from nearby water wells

14) Approximate Saltwater Depths: 490' and 1145'

15) Approximate Coal Seam Depths: 230'-245'

16) Approximate Depth to Possible Void (coal mine, karst, other): Void Expected from 230'-245'

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

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

GCS
7/21/15
Page 1 of 3

WW-6B
(10/14)

API NO. 47-09 -
OPERATOR WELL NO. OV Royalty Trust LLC BRK BN
Well Pad Name: OV Royalty Trust PAD

18)

CASING AND TUBING PROGRAM

TYPE	Size (in)	New or Used	Grade	Weight per ft. (lb/ft)	FOOTAGE: For Drilling (ft)	INTERVALS: Left in Well (ft)	CEMENT: Fill-up (Cu. Ft.)/CTS
Conductor	20"	New	H-40	94#	105'	105'	CTS
Fresh Water	13 3/8"	New	J-55	54.5#	345'	345'	409 sx/CTS
Coal	9 5/8"	New	J-55	40#	1549'	1549'	586 sx/CTS
Intermediate	7"	New	J-55	20#	If Needed	If Needed	If Needed/As Needed
Production	5 1/2"	New	HCP-110	20#	10,600'	10,600'	Lead 1011 or 103 1037 or 1007 10404 b
Tubing	2 3/8"	New	P-110	4.7#	Approx. 5775'	Approx. 5775'	
Liners							

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

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PACKERS

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

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

Drill and stimulate any potential zones between and including the Benson to Marcellus. **If we should encounter a void place basket above and below void area- balance cement to bottom of void and grout from basket to surface. Run casing not less than 20' below void nor more than 50'-70' below void. (*If freshwater is encountered deeper than anticipated it must be protected, set casing 50'-70' below and cts.)

4700900164

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

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

21) Total Area to be disturbed, including roads, stockpile area, pits, etc., (acres): 26.76

22) Area to be disturbed for well pad only, less access road (acres): 9.81

23) Describe centralizer placement for each casing string:

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

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

See Attachment ***

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25) Proposed borehole conditioning procedures:

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

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*Note: Attach additional sheets as needed.

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SLB Cement Additives

***Ref: 2013-78

	Product Name	Product Use	Chemical Name	CAS Number
Surface	D046	antifoam	Fuller's earth (attapulgit)	8031-18-3
			Polypropylene glycol	25322-69-4
	D130	polyester flake - lcm	polyethylene terephthalate	25038-59-9
	S001	calcium chloride	calcium chloride	10043-52-4
	SPACER			
Intermediate	D130	polyester flake - lcm	polyethylene terephthalate	25038-59-9
	D020	bentonite extender	bentonite	1302-78-9
	D046	antifoam	Fuller's earth (attapulgit)	8031-18-3
			Polypropylene glycol	25322-69-4
	D130	polyester flake - lcm	polyethylene terephthalate	25038-59-9
	D044	granulated salt	sodium chloride	7647-14-5
Kick Off Plug	D153	Anti-Settling Agent	chrystalline silica	14808-60-7
	SPACER			
	D020	bentonite extender	bentonite	1302-78-9
	D130	polyester flake - lcm	polyethylene terephthalate	25038-59-9
	D080	cement liquid dispersant	product classified as non-hazardous.	
	D801	mid-temp retarder	product classified as non-hazardous	
	D047	antifoam agent	polypropylene glycol	25322-69-4
	SPACER			
B389	MUDPUSH* Express	Carbohydrate	proprietary	
D206	Antifoaming Agent	Silica Organic Polymer	proprietary	
D031	barite	barium sulfate	7727-43-7	
		fatty acid amine	proprietary	
		ethoxylated alcohol	proprietary	
		glycerol	56-81-5	
B220	surfactant	2,2'-Iminodiethanol	111-42-2	
D167	UNIFLAC* S	aliphatic amide polymer	proprietary	

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Production - Lead	D154	low-temperature extender	non-crystalline silica	7631-86-9
	D400	EasyBLOK	boric acid	10043-35-3
	D046	antifoam	Fuller's earth (attapulgite)	8031-18-3
			Polypropylene glycol	25322-69-4
	D201	basic cements enabler	chrySTALLine silica	14808-60-7
			metal oxide	proprietary
	D202	low-temperature solid dispersant	sulphonated synthetic polymer	proprietary
			formaldehyde (impurity)	50-00-0
	D046	antifoam	Fuller's earth (attapulgite)	8031-18-3
			Polypropylene glycol	25322-69-4
	D167	UNIFLAC* S	aliphatic amide polymer	proprietary
	D065	TIC* Dispersant	Sodium Polynaphthalene Sulfonate	9008-63-3
			Sodium Sulfate	7757-82-6
	D201	basic cements enabler	chrySTALLine silica	14808-60-7
			metal oxide	proprietary
	D153	Anti-Setting Agent	chrySTALLine silica	14808-60-7
		SPACER		
	B389	MUDPUSH* Express	Carbohydrate	proprietary
	D206	Antifoaming Agent	Silica Organic Polymer	proprietary
D031	barite	barium sulfate	7727-43-7	
		fatty acid amine	proprietary	
B220	surfactant	ethoxylated alcohol	proprietary	
		glycerol	56-81-5	
		2,2'-Iminodiethanol	111-42-2	

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<u>% Concentration Used</u>
0.2% BWOC
0.125 lb/sk
2% BWOC
1 lb/bbl
20 lb/bbl
0.2% BWOC
0.125 lb/sk
10% BWOW
0.15% BWOC
20 lb/bbl
1 lb/bbl
0.05 gal/sk
0.01 gal/sk
0.02 gal/sk
1 lb/bbl
0.1 gal/bbl
310 lb/bbl
1 gal/bbl
0.35% BWOC

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4700900704

6% BWOC
0.8% BWOC
0.2% BWOC
0.2% BWOC
0.3% BWOC
0.2% BWOC
0.35% BWOC
0.25% BWOC
0.2% BWOC
0.2% BWOC
proprietary
proprietary
7727-43-7
proprietary
proprietary
56-81-5
111-42-2

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Southwestern Energy Company

Proposed Drilling Program

Well : OV ROYALTY TRUST LLC B BRK 8 Re-entry:Rig TBD
 Field : PANHANDLE FIELD Prospect : PANHANDLE
 County : BROOKE State : WV
 SHL : 40.285726 Latitude -80.584281 Longitude
 BHL : 40.27506997 Latitude -80.57982072 Longitude
 KB Elev : 1203 ft MSL KB : 26 ft AGL GL Elev : 1177 ft MSL



Tubular Detail

	Size	Weight	Grade	Cxn	From	To
Conductor	20"	94#	H-40		0'	100'
Surface	13.375"	54.5#	J-55	BTC	0'	440'
Intermediate	9.625"	40#	J-55	LTC	0'	1549'
Production	5.5"	20#	HCP-110	HT CDC	0'	10379'



Cement Detail

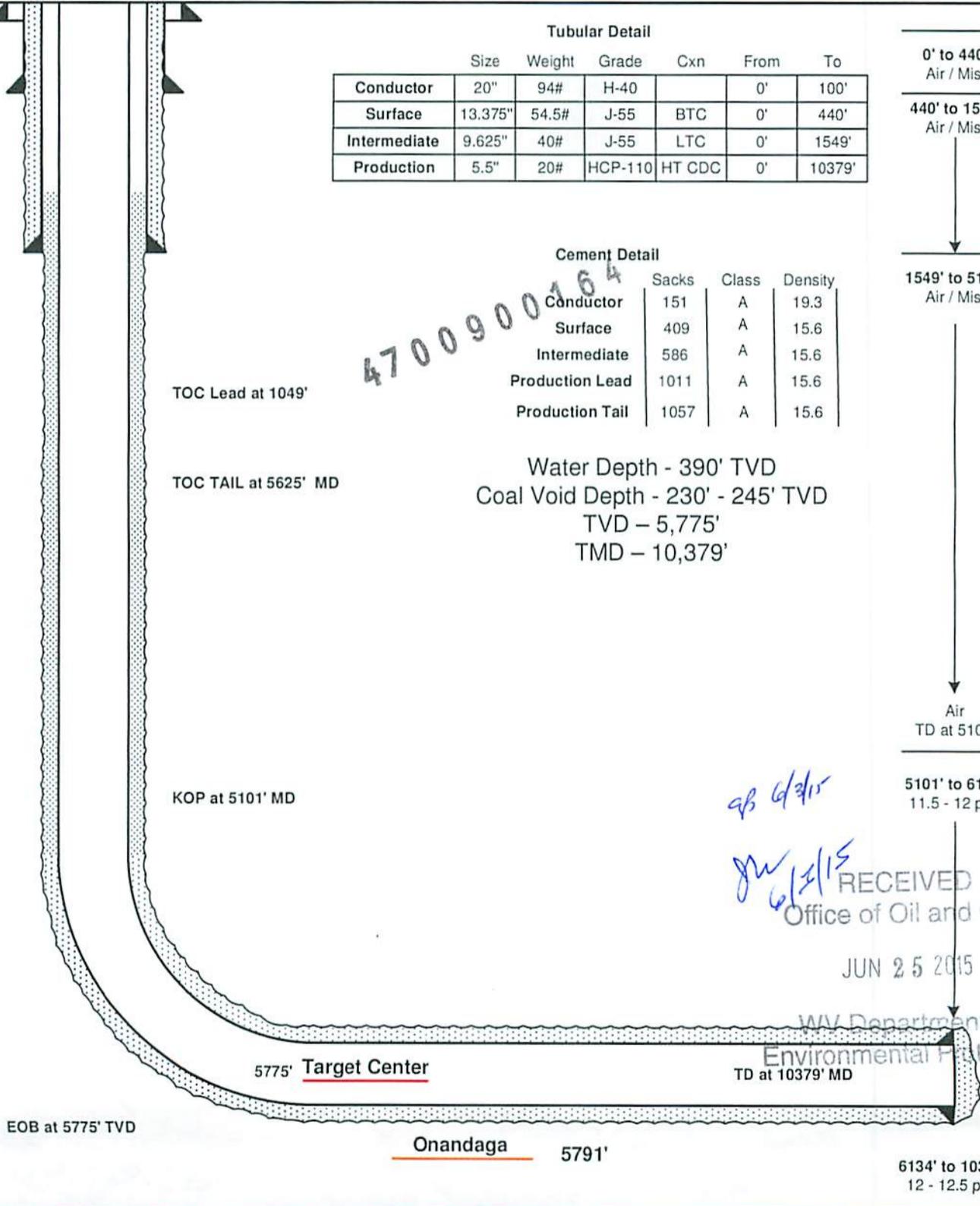
	Sacks	Class	Density
Conductor	151	A	19.3
Surface	409	A	15.6
Intermediate	586	A	15.6
Production Lead	1011	A	15.6
Production Tail	1057	A	15.6

Water Depth - 390' TVD
 Coal Void Depth - 230' - 245' TVD
 TVD - 5,775'
 TMD - 10,379'

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TOC Lead at 1049'
 TOC TAIL at 5625' MD
 KOP at 5101' MD

qb 6/2/15
juw 6/2/15
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NOTE: This drawing was created for the Reentry Rig. The depths and lengths shown in the plot are referenced to Reentry Rig RKB.

WW-9
(9/13)

API Number 47 - 09 - _____
Operator's Well No. OV Royalty Trust LLC BRK 8H

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

FLUIDS/ CUTTINGS DISPOSAL & RECLAMATION PLAN

Operator Name SWN Production Co., LLC OP Code 494512924

Watershed (HUC 10) Upper Ohio South Quadrangle 247-Bethany

Elevation 1181' County 009-Brooke District 1-Buffalo

47009000

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

Will a pit be used? Yes No

If so, please describe anticipated pit waste: closed loop system in place at this time- cuttings will be taken to a permitted landfill.

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

Proposed Disposal Method For Treated Pit Wastes:

- Land Application
- Underground Injection (UIC Permit Number 2D0072539/ 2D0413175/ 2D0610306/ 2D0610317)
- Reuse (at API Number at next anticipated well, API# will be included with the WR-34/DDMR &/or permit addendum.)
- Off Site Disposal (Supply form WW-9 for disposal location)
- Other (Explain flow back fluids will be put in steel tanks and reused or taken to a permitted disposal facility.)

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

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

-If oil based, what type? Synthetic, petroleum, etc. Synthetic Oil Base

Additives to be used in drilling medium? see attached sheets

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

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

-Landfill or offsite name/permit number? meadow SWF- 1032, SS Grading SWF- 4902, Northwestern SWF- 1025, Short Creek 1034/WV0109517/CID28726, Carbon Limestone 28726/CID28726
Arden Landfill 10072, American 02-12954, Country wide 38390/CID38390, Pine Grove 13688

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) Dee Southall

Company Official Title Regulatory Supervisor

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JUN 25 2015

Subscribed and sworn before me this 4th day of June, 2015

Brittany R Woody
My commission expires 11/27/2015

WV Department of Environmental Protection

OFFICIAL SEAL
Notary Public, State of West Virginia
BRITTANY R WOODY
3302 Old Elkins Road
Buckhannon, WV 26201
My commission expires November 27, 2022

SWN Production Co., LLC

Proposed Revegetation Treatment: Acres Disturbed 26.76 Prevegetation pH _____

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

Fertilizer type 10-20-20

Fertilizer amount 600 lbs/acre

Mulch Hay/Straw 2.5 Tons/acre

4700900164

Seed Mixtures

Temporary		Permanent	
Seed Type	lbs/acre	Seed Type	lbs/acre
White Grove	15	White Grove	15
Red Top	15	Red Top	15
Orchard Grass	20	Orchard Grass	20

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]* *[Signature]*

Comments: _____

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Title: Oil and Gas Inspector

Date: 6/3/15

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Field Reviewed? () Yes () No

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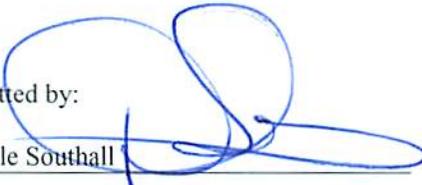
**Marcellus Well Drilling Procedures
And Site Safety Plan**

SWN Production Co., LLC

47 - 051 -

Well name: OV Royalty Trust BRK 8H
Stuebenville East, Quad
Cross Creek, District
Brooke County, West Virginia

Submitted by:



5/29/2015

Danielle Southall

Date:

Title Regulatory Supervisor

SWN Production Co., LLC

Approved by:



Date:

6/3/15

Title: Oil & Gas Inspector

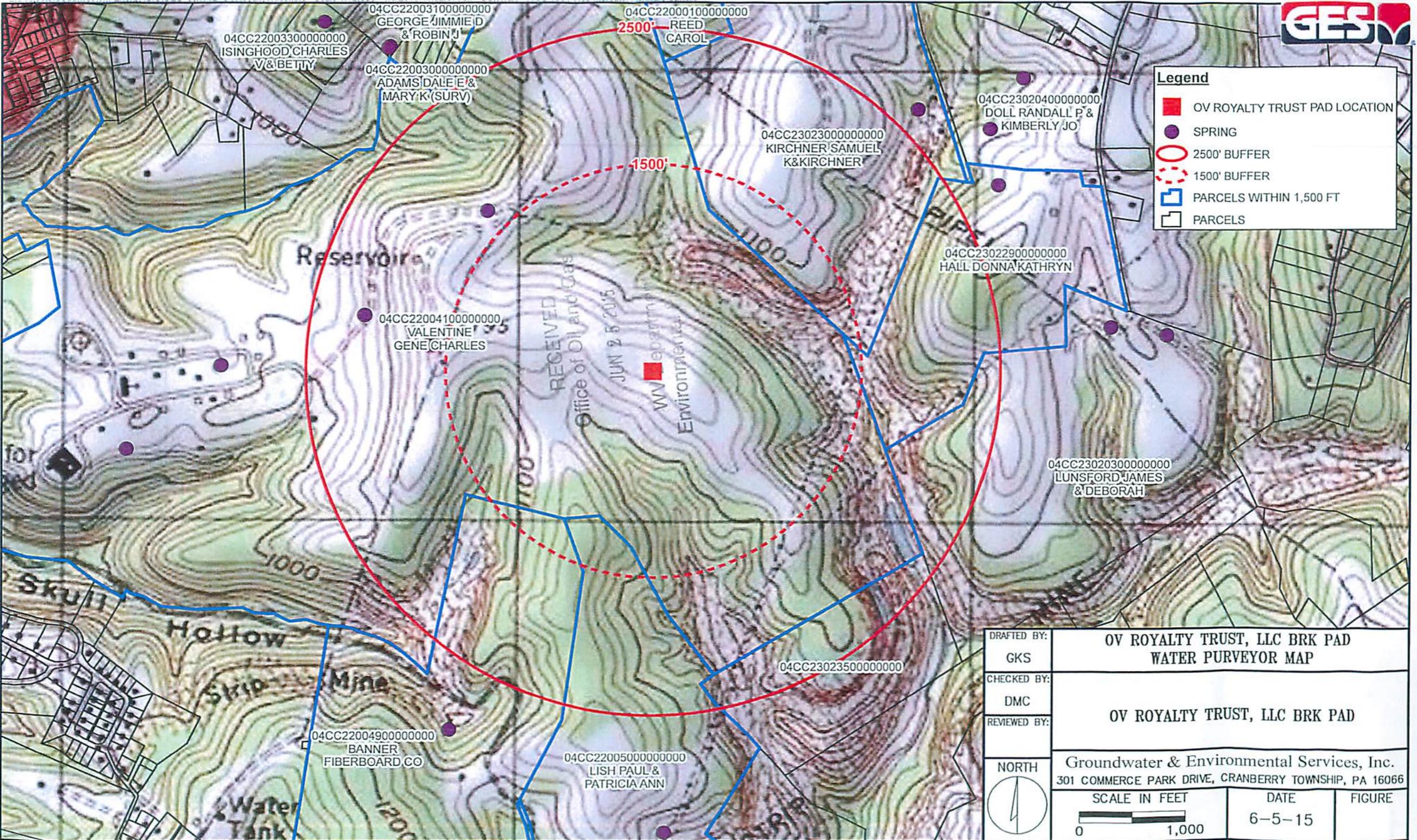
Approved by:

Date:

Title:

SWN Production Co., LLC – Confidential

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Legend

- OV ROYALTY TRUST PAD LOCATION
- SPRING
- 2500' BUFFER
- ⋯ 1500' BUFFER
- PARCELS WITHIN 1,500 FT
- PARCELS

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04CC22003100000000 GEORGE JIMMIE D & ROBIN J

04CC22003300000000 ISINGHOOD CHARLES V & BETTY

04CC22003000000000 ADAMS DALE E & MARY K (SURV)

04CC22000100000000 REED CAROL

04CC23020400000000 DOLL RANDALL P & KIMBERLY JO

04CC23023000000000 KIRCHNER SAMUEL K & KIRCHNER

04CC23022900000000 HALL DONNA KATHRYN

04CC22004100000000 VALENTINE GENE CHARLES

04CC23020300000000 LUNSFORD JAMES & DEBORAH

04CC22004900000000 BANNER FIBERBOARD CO

04CC22005000000000 LISH PAUL & PATRICIA ANN

04CC23023500000000

Reservoir

Skull Hollow

Skip Mine

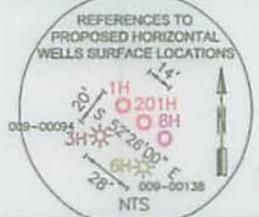
Water Tank

DRAFTED BY:	OV ROYALTY TRUST, LLC BRK PAD WATER PURVEYOR MAP		
CHECKED BY:	OV ROYALTY TRUST, LLC BRK PAD		
REVIEWED BY:	Groundwater & Environmental Services, Inc. 301 COMMERCE PARK DRIVE, CRANBERRY TOWNSHIP, PA 16066		
NORTH	SCALE IN FEET	DATE	FIGURE
		6-5-15	



320 O'Bryan Lane • Van Buren, AR 72966
Office: 479.474.7916 • Fax: 479.474.2450
Surveying • handa-inc.com

LINE	DESCRIPTION	DISTANCE	DESCRIPTION	MONUMENT
L1	N 33°44'13" W	3231.71'	SHL TO LANDMARK	FOUND IRON PIN
L2	N 36°19'42" W	4036.89'	SHL TO LANDMARK	FOUND IRON PIN
L3	S 07°53'24" W	372.79'	SHL TO TPL	
L4	S 20°32'27" E	3743.52'	TPL TO BHL	
L5	N 87°48'45" W	34.22'	SHL TO REF. PNT.	OV ROYALTY TRUST LLC BRK 3H WELL HEAD 009-00094
L6	S 37°50'18" W	18.59'	SHL TO REF. PNT.	OV ROYALTY TRUST LLC BRK 6H WELL HEAD 009-00138
L7	N 65°27'12" W	1928.07'	SHL TO WATER WELL	
L8	N 78°22'09" W	2211.10'	SHL TO SPRING	



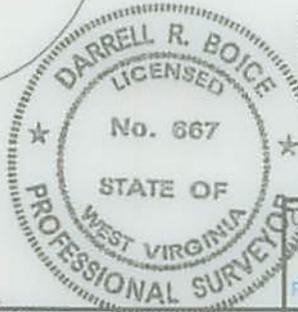
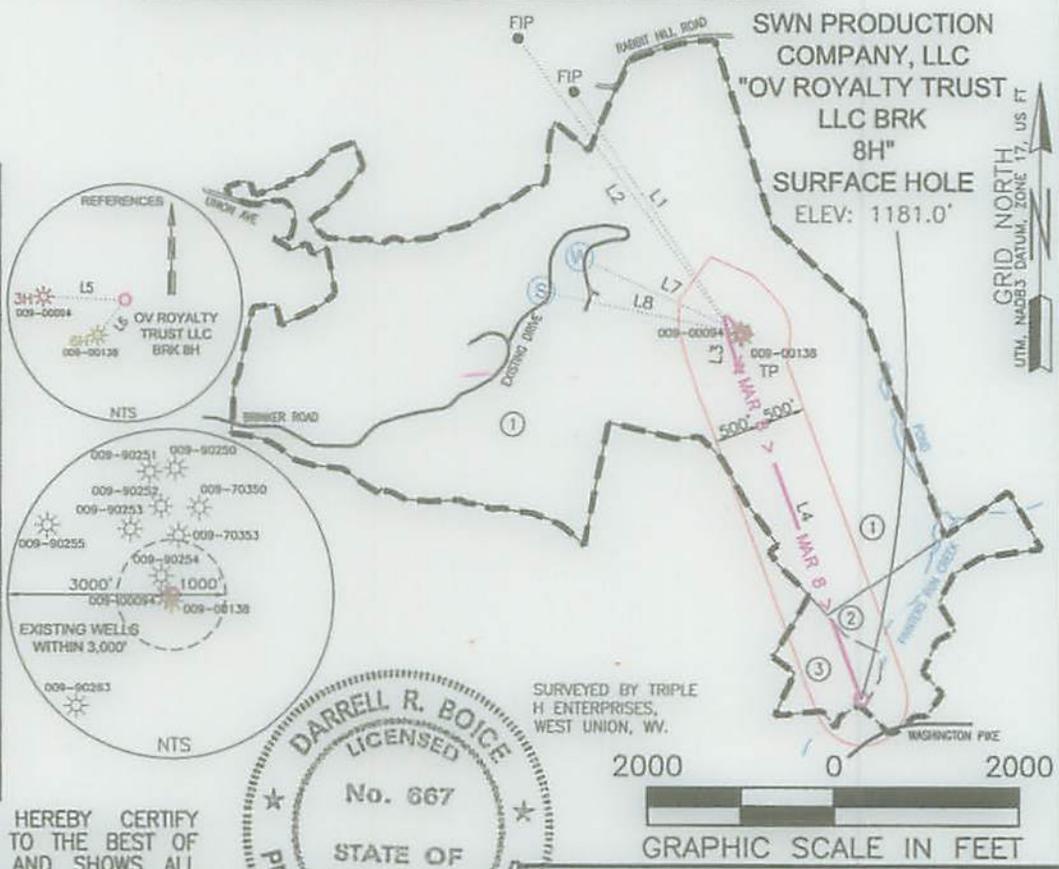
NOTES ON SURVEY

- COORDINATES SYSTEM IS UTM, NAD 83 DATUM, ZONE 17, U.S. FOOT AND WELL COORDINATES ESTABLISHED USING SURVEY GRADE GPS.
- SURFACE AND ROYALTY OWNER INFORMATION AND THEIR BOUNDARIES SHOWN HEREON WERE PLOTTED FROM DEEDS AND/OR TAX PARCEL MAPS PROVIDED BY CLIENT AND FIELD LOCATIONS.
- THIS PLAT DOES NOT REPRESENT A BOUNDARY SURVEY OF THE PARCELS SHOWN HEREON.
- NO DWELLINGS AND BUILDINGS WITHIN 625 FEET OF PROPOSED CENTER OF PAD.
- NO WATER WELLS OR DEVELOPED SPRINGS WITHIN 250 FEET OF PROPOSED WELL.
- NO PERENNIAL STREAMS, LAKES, PONDS, RESERVOIRS OR WETLANDS WITHIN 1000 FEET OF THE LIMITS OF DISTURBANCE.
- NO NATURALLY PRODUCING TROUT STREAM WITHIN 300 FEET OF LIMITS OF DISTURBANCE.

TRACT	SURFACE OWNER (S) / ROYALTY OWNER (R)	TAX PARCEL	ACRES	LEASE NUMBER	TRACT	SURFACE OWNER (S) / ROYALTY OWNER (R)	TAX PARCEL	ACRES	LEASE NUMBER
1	THE TRUST OF GENE VALENTINE (S/R)	CC22-41	494.38	1-324547-000	2	SCHAPPA AND COMPANY INC (S/R)	CC28-2	38.66	1-382381-001
	ALICIA HOWARD (R)			1-382626-001		ALICIA HOWARD (R)			1-382626-001
	JAMES BRUCE & DIANA MIDCAP (R)			1-382626-002		JAMES BRUCE & DIANA MIDCAP (R)			1-382626-002
	PAUL ALAN & ERIKA MIDCAP (R)			1-382626-003		PAUL ALAN & ERIKA MIDCAP (R)			1-382626-003
	CARNET MIDCAP (R)			1-382626-004		CARNET MIDCAP (R)			1-382626-004
	BETTY JANE MIDCAP (R)			1-382626-006		BETTY JANE MIDCAP (R)			1-382626-006
	JERRY WAYNE MIDCAP (R)			47-0000306-001		JERRY WAYNE MIDCAP (R)			47-0000306-001
	CYNTHIA MCCLOSKEY & PATRICK MCCLOSKEY (R)			47-0000289-001		CYNTHIA MCCLOSKEY & PATRICK MCCLOSKEY (R)			47-0000289-001
	MARTHA L GODDARD (R)			47-0000677-001		MARTHA L GODDARD (R)			47-0000677-001
	STEPHANIE MAKARA & JIM CHAMBERLAIN (R)			47-0000713-001		STEPHANIE MAKARA & JIM CHAMBERLAIN (R)			47-0000713-001
	GEORGE MICHAEL MAKARA (R)			47-0001332-001		GEORGE MICHAEL MAKARA (R)			47-0001332-001
	D BRENT QUEEN (R)			47-0000680-001		D BRENT QUEEN (R)			47-0000680-001
	DOUGLAS RAY LAUCK (R)			47-0000830-001		DOUGLAS RAY LAUCK (R)			47-0000830-001
	DEBORAH C COLLINS & RICHARD L COLLINS (R)			47-0000829-001		DEBORAH C COLLINS & RICHARD L COLLINS (R)			47-0000829-001
	CURTIS JAMES LAUCK (R)			47-0000825-001		CURTIS JAMES LAUCK (R)			47-0000825-001
	FREDRICK SCOTT MAKARA & DIANA M MAKARA (R)			47-0000878-001		FREDRICK SCOTT MAKARA & DIANA M MAKARA (R)			47-0000878-001
	LAWRENCE ROBERT MIDCAP (R)			47-0000844-001		LAWRENCE ROBERT MIDCAP (R)			47-0000844-001
	MARY BETH BARRETT (R)			47-0001331-001		MARY BETH BARRETT (R)			47-0001331-001
	JUDY A SHODGRASS (R)			47-0001254-001		JUDY A SHODGRASS (R)			47-0001254-001
	GRACE MARGARET MIDCAP (R)			47-0000853-001		GRACE MARGARET MIDCAP (R)			47-0000853-001
	BRIAN MAKARA & TAMMY MAKARA (R)			47-0001252-001		BRIAN MAKARA & TAMMY MAKARA (R)			47-0001252-001
	DOUGLAS WHEELER & MARTHA WHEELER (R)			47-0001253-001		DOUGLAS WHEELER & MARTHA WHEELER (R)			47-0001253-001
	AARON WHEELER (R)			47-0001300-001		AARON WHEELER (R)			47-0001300-001
	EMMIT WHEELER & BONNIE WHEELER (R)			47-0000886-001		EMMIT WHEELER & BONNIE WHEELER (R)			47-0000886-001
	BURTON R LAUCK & WANDA LAUCK (R)			47-0000845-001		BURTON R LAUCK & WANDA LAUCK (R)			47-0000845-001
	RANDALL JAY LAUCK (R)			47-0000874-001		RANDALL JAY LAUCK (R)			47-0000874-001
	SHANNON WHEELER & CHRISTOPHER SIEBERT (R)			1-120115-001		SHANNON WHEELER & CHRISTOPHER SIEBERT (R)			1-120115-001
	RUTH ELLEN YAZAVEC (R)			1-120115-002		RUTH ELLEN YAZAVEC (R)			1-120115-002
	ALFRED C LEIST & BRENDA K LEIST (R)			1-120115-004		ALFRED C LEIST & BRENDA K LEIST (R)			1-120115-004
	EDWARD WHEELER (R)			1-120115-006		EDWARD WHEELER (R)			1-120115-006
	TARA KEELEY (R)			1-120115-005		TARA KEELEY (R)			1-120115-005

TRACT	SURFACE OWNER (S) / ROYALTY OWNER (R)	TAX PARCEL	ACRES	LEASE NUMBER
3	JOHN W & NANCY B TRAUBERT (S/R)	CC23-234	35.45	1-324534-000

SURFACE HOLE LOCATION (SHL):	
GEOGRAPHIC (NAD83):	LATITUDE: 40.285726°
	LONGITUDE: -80.584281°
UTM (NAD83, ZONE 17, FEET):	NORTHING: 14,631,052.392
	EASTING: 1,756,352.636
UTM (NAD83, ZONE 17, METERS):	NORTHING: 4,459,553.688
	EASTING: 535,337.354
"TURNING POINT" LOCATION (TPL):	
GEOGRAPHIC (NAD83):	LATITUDE: 40.284713°
	LONGITUDE: -80.584471°
UTM (NAD83, ZONE 17, FEET):	NORTHING: 14,630,683.144
	EASTING: 1,756,301.465
UTM (NAD83, ZONE 17, METERS):	NORTHING: 4,459,441.141
	EASTING: 535,321.757
BOTTOM HOLE LOCATION (BHL):	
GEOGRAPHIC (NAD83):	LATITUDE: 40.275070°
	LONGITUDE: -80.579821°
UTM (NAD83, ZONE 17, FEET):	NORTHING: 14,627,177.762
	EASTING: 1,757,614.924
UTM (NAD83, ZONE 17, METERS):	NORTHING: 4,458,372.699
	EASTING: 535,722.100



GRAPHIC SCALE IN FEET

I, THE UNDERSIGNED, HEREBY CERTIFY THAT THIS PLAT IS CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF AND SHOWS ALL THE INFORMATION REQUIRED BY LAW AND REGULATIONS ISSUED AND PRESCRIBED BY THE DEPARTMENT OF ENVIRONMENTAL PROTECTION.
P.S. 667

	(+) DENOTES LOCATION OF WELL ON UNITED STATES TOPOGRAPHIC MAPS	MINIMUM DEGREE OF ACCURACY: 1/200	OPERATOR'S WELL #: 8H
	WVDEP OFFICE OF OIL & GAS 601 57TH STREET CHARLESTON, WV 25034	PROVEN SOURCE OF GRADE GPS ELEVATION: (NAVD 88, US FT)	API WELL #: 47 09 STATE COUNTY PERMIT

WELL TYPE: OIL <input type="checkbox"/> WASTE DISPOSAL <input type="checkbox"/> PRODUCTION <input type="checkbox"/> DEEP <input type="checkbox"/> GAS <input checked="" type="checkbox"/> LIQUID INJECTION <input type="checkbox"/> STORAGE <input type="checkbox"/> SHALLOW <input checked="" type="checkbox"/>	WATERSHED: BUFFALO CREEK	ELEVATION: 1181.0'
DISTRICT: CROSS CREEK	COUNTY: BROOKE	QUADRANGLE: STUEBENVILLE EAST WV.
SURFACE OWNER: THE TRUST OF GENE VALENTINE		ACREAGE: ±494.38
OIL & GAS ROYALTY OWNER: THE TRUST OF GENE VALENTINE		ACREAGE: ±494.38
DRILL <input checked="" type="checkbox"/> DRILL DEEPER <input type="checkbox"/> REDRILL <input type="checkbox"/> FRACTURE OR STIMULATE <input checked="" type="checkbox"/> PLUG OFF OLD FORMATION <input type="checkbox"/> PERFORATE NEW FORMATION <input type="checkbox"/>		
CONVERT <input type="checkbox"/> PLUG & ABANDON <input type="checkbox"/> CLEAN OUT & REPLUG <input type="checkbox"/> OTHER CHANGE (SPECIFY)		
TARGET FORMATION: MARCELLUS		ESTIMATED DEPTH: 5,775' TVD 10,379' TMD

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

LEGEND:	REVISIONS:	DATE: 05-06-2015
○ PROPOSED SURFACE HOLE / BOTTOM HOLE * EXISTING / PRODUCING WELLHEAD ✕ ABANDONED WELL ✕ PLUGGED & ABANDONED WELL △ CUT CONDUCTOR	--- LEASE BOUNDARY --- 500' DHP BUFFER - MAR 1 - MARCELLUS DHP --- ABANDONED PATH	DRAWN BY: S. HUTSON SCALE: 1" = 2000' DRAWING NO: 58530 WELL LOCATION PLAT

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

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

- (1) the tract of land is the same tract described in this Application, partly or wholly depicted in the accompanying plat, and described in the Construction and Reclamation Plan;
- (2) the parties and recordation data (if recorded) for lease(s) or other continuing contract(s) by which the Applicant claims the right to extract, produce or market the oil or gas are as follows:

Lease Name or Number	Grantor, Lessor, etc.	Grantee, Lessee, etc.	Royalty	Book/Page
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SEE EXHIBIT "A"

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

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

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

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

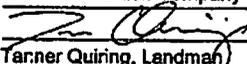
Well Operator: SWN Production Company L.L.C.
 By: 
 Its: Farner Quiring, Landman

Exhibit "A"

Attached hereto and made part of the State of West Virginia Oil and Gas Permit Form WW-6A1 by, SWN Production Company L.L.C. Operator
 OV Royalty Trust L.L.C. 8H
 Brooke County, West Virginia

Tract #	Tax Parcel	Lease Number	Lessor	Lessee	Royalty	BK/Pg
1)	CC22-41	1-324547-000	Gene Charles Valentine Trust dated November 26, 1986	Great Lakes Energy Partners L.L.C.	14.00%	10/121
			Great Lakes Energy Partners L.L.C.	Range Resources - Appalachia L.L.C.		20/733
			Range Resources - Appalachia L.L.C.	Chesapeake Appalachia L.L.C.		10/552
			Chesapeake Appalachia L.L.C.	SWN Production Company L.L.C.		30/480
		1-382626-001	Alicia Howard	Chesapeake Appalachia, L.L.C.	18.00%	27/444
			Chesapeake Appalachia L.L.C.	SWN Production Company, L.L.C.		30/480
		1-382626-002	James Bruce and Diana Midcap	Chesapeake Appalachia, L.L.C.	18.00%	27/449
			Chesapeake Appalachia L.L.C.	SWN Production Company, L.L.C.		30/480
		1-382626-003	Paul Alan and Erika Midcap	Chesapeake Appalachia, L.L.C.	18.00%	27/454
			Chesapeake Appalachia L.L.C.	SWN Production Company, L.L.C.		30/480
		1-382626-004	Garnet Midcap	Chesapeake Appalachia, L.L.C.	18.00%	27/459
			Chesapeake Appalachia L.L.C.	SWN Production Company, L.L.C.		30/480
		1-382626-006	Betty Jane Midcap	Chesapeake Appalachia L.L.C.	18.00%	28/121
			Chesapeake Appalachia L.L.C.	SWN Production Company L.L.C.		30/480
		47-0000306-001	Jerry Wayne Midcap	Chesapeake Appalachia, L.L.C.	18.00%	28/106
			Chesapeake Appalachia L.L.C.	SWN Production Company, L.L.C.		30/480
		47-0000289-001	Cynthia and Patrick McCloskey	Chesapeake Appalachia, L.L.C.	18.00%	27/608
			Chesapeake Appalachia L.L.C.	SWN Production Company, L.L.C.		30/480
		47-0000677-001	Martha L. Goddard	Chesapeake Appalachia, L.L.C.	18.00%	29/97
			Chesapeake Appalachia L.L.C.	SWN Production Company, L.L.C.		30/480
		47-0000713-001	Stephanie Makara and Jan Chamberlain	Chesapeake Appalachia, L.L.C.	18.00%	29/180
			Chesapeake Appalachia L.L.C.	SWN Production Company, L.L.C.		30/480
		47-0001332-001	George Michael Makara	Chesapeake Appalachia L.L.C.	18.00%	30/403
	Chesapeake Appalachia L.L.C.	SWN Production Company L.L.C.		Pending		
47-0000680-001	D. Brent Queen	Chesapeake Appalachia L.L.C.	18.00%	29/109		
	Chesapeake Appalachia L.L.C.	SWN Production Company L.L.C.		30/480		
47-0000830-001	Douglas Ray Lauck	Chesapeake Appalachia L.L.C.	18.00%	29/274		
	Chesapeake Appalachia L.L.C.	SWN Production Company L.L.C.		30/480		
47-0000829-001	Deborah C. and Richard L. Collins	Chesapeake Appalachia L.L.C.	18.00%	29/268		
	Chesapeake Appalachia L.L.C.	SWN Production Company L.L.C.		30/480		

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 OV Royalty Trust L.L.C. 8H
 Brooke County, West Virginia

Tract #	Tax Parcel	Lease Number	Lessor	Lessee	Royalty	Bk/Pg		
1) Cont.	CC22-41	47-0000825-001	Curtis James Lauck Chesapeake Appalachia L.L.C.	Chesapeake Appalachia L.L.C. SWN Production Company L.L.C.	18.00%	29/257 30/480		
		47-0000678-001	Fredrick Scott Makara and Diana M. Makara Chesapeake Appalachia L.L.C.	Chesapeake Appalachia L.L.C. SWN Production Company L.L.C.	18.00%	29/103 30/480		
		47-0000844-001	Lawrence Robert Midcap Chesapeake Appalachia L.L.C.	Chesapeake Appalachia L.L.C. SWN Production Company L.L.C.	18.00%	29/407 Pending		
		47-0001331-001	Mary Beth Barrett Chesapeake Appalachia L.L.C.	Chesapeake Appalachia L.L.C. SWN Production Company L.L.C.	18.00%	30/396 Pending		
		47-0001254-001	Judy A. Snodgrass Chesapeake Appalachia L.L.C.	Chesapeake Appalachia L.L.C. SWN Production Company L.L.C.	18.00%	30/120 Pending		
		47-0000853-001	Grace Margaret Midcap Chesapeake Appalachia L.L.C.	Chesapeake Appalachia L.L.C. SWN Production Company L.L.C.	18.00%	29/424 Pending		
		47-0001252-001	Brian Makara and Tammy Makara Chesapeake Appalachia L.L.C.	Chesapeake Appalachia L.L.C. SWN Production Company L.L.C.	18.00%	30/108 Pending		
		47-0001253-001	Douglas Wheeler and Marita Wheeler Chesapeake Appalachia L.L.C.	Chesapeake Appalachia L.L.C. SWN Production Company L.L.C.	18.00%	30/114 Pending		
		47-0001300-001	Aaron Wheeler Chesapeake Appalachia L.L.C.	Chesapeake Appalachia L.L.C. SWN Production Company L.L.C.	18.00%	30/148 Pending		
		47-0000986-001	Emmitt Wheeler and Bonnie Wheeler Chesapeake Appalachia L.L.C.	Chesapeake Appalachia L.L.C. SWN Production Company L.L.C.	18.00%	29/546 Pending		
		47-0000845-001	Burton R. Lauck and Wanda Lauck Chesapeake Appalachia L.L.C.	Chesapeake Appalachia L.L.C. SWN Production Company L.L.C.	18.00%	29/143 Pending		
		47-0000874-001	Randall Jay Lauck Chesapeake Appalachia L.L.C.	Chesapeake Appalachia L.L.C. SWN Production Company L.L.C.	18.00%	29/449 Pending		
		1-120115-001	Shannon Wheeler and Christopher Siebert	SWN Production Company L.L.C.	18.00%	30/782		
		1-120115-002	Ruth Ellen Yazavec	SWN Production Company L.L.C.	18.00%	30/788		
		1-120115-004	Alfred C. Leist and Brenda K. Leist	SWN Production Company L.L.C.	18.00%	31/16		
		Pending	Edward Wheeler	SWN Production Company L.L.C.	18.00%	Pending		
		Pending	Tara Keeley	SWN Production Company L.L.C.	18.00%	Pending		
		2)	CC28-2	1-382626-001	Alicia Howard Chesapeake Appalachia L.L.C.	Chesapeake Appalachia, L.L.C. SWN Production Company, L.L.C.	18.00%	27/444 30/480

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 OV Royalty Trust L.L.C. 8H
 Brooke County, West Virginia

Tract #	Tax Parcel	Lease Number	Lessor	Lessee	Royalty	BK/Pg
2) Cont.		1-382626-002	James Bruce and Diana Midcap Chesapeake Appalachia L.L.C.	Chesapeake Appalachia, L.L.C. SWN Production Company, L.L.C.	18.00%	27/449 30/480
		1-382626-003	Paul Alan and Erika Midcap Chesapeake Appalachia L.L.C.	Chesapeake Appalachia, L.L.C. SWN Production Company, L.L.C.	18.00%	27/454 30/480
		1-382626-004	Garnet Midcap Chesapeake Appalachia L.L.C.	Chesapeake Appalachia, L.L.C. SWN Production Company, L.L.C.	18.00%	27/459 30/480
		1-382626-006	Betty Jane Midcap Chesapeake Appalachia L.L.C.	Chesapeake Appalachia L.L.C. SWN Production Company L.L.C.	18.00%	28/121 30/480
		47-0000306-001	Jerry Wayne Midcap Chesapeake Appalachia L.L.C.	Chesapeake Appalachia, L.L.C. SWN Production Company, L.L.C.	18.00%	28/106 30/480
		47-0000289-001	Cynthia and Patrick McCloskey Chesapeake Appalachia L.L.C.	Chesapeake Appalachia, L.L.C. SWN Production Company, L.L.C.	18.00%	27/608 30/480
		47-0000677-001	Martha L. Goddard Chesapeake Appalachia L.L.C.	Chesapeake Appalachia, L.L.C. SWN Production Company, L.L.C.	18.00%	29/97 30/480
		47-0000713-001	Stephanle Makara and Jan Chamberlain Chesapeake Appalachia L.L.C.	Chesapeake Appalachia, L.L.C. SWN Production Company, L.L.C.	18.00%	29/180 30/480
		47-0001332-001	George Michael Makara Chesapeake Appalachia L.L.C.	Chesapeake Appalachia L.L.C. SWN Production Company L.L.C.	18.00%	30/403 Pending
		47-0000680-001	D. Brent Queen Chesapeake Appalachia L.L.C.	Chesapeake Appalachia L.L.C. SWN Production Company L.L.C.	18.00%	29/109 30/480
		47-0000830-001	Douglas Ray Lauck Chesapeake Appalachia L.L.C.	Chesapeake Appalachia L.L.C. SWN Production Company L.L.C.	18.00%	29/274 30/480
		47-0000829-001	Deborah C. and Richard L. Collins Chesapeake Appalachia L.L.C.	Chesapeake Appalachia L.L.C. SWN Production Company L.L.C.	18.00%	29/268 30/480
		47-0000825-001	Curtis James Lauck Chesapeake Appalachia L.L.C.	Chesapeake Appalachia L.L.C. SWN Production Company L.L.C.	18.00%	29/257 30/480
		47-0000678-001	Fredrick Scott Makara and Diana M. Makara Chesapeake Appalachia L.L.C.	Chesapeake Appalachia L.L.C. SWN Production Company L.L.C.	18.00%	29/103 30/480
		47-0000844-001	Lawrence Robert Midcap Chesapeake Appalachia L.L.C.	Chesapeake Appalachia L.L.C. SWN Production Company L.L.C.	18.00%	29/407 Pending

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 Brooke County, West Virginia

Tract#	Tax Parcel	Lease Number	Lessor	Lessee	Royalty	BK/Pg
2)Cont.	CC28-2	47-0001331-001	Mary Beth Barrett Chesapeake Appalachia L.L.C.	Chesapeake Appalachia L.L.C. SWN Production Company L.L.C.	18.00%	30/396 Pending
		47-0001254-001	Judy A. Snodgrass Chesapeake Appalachia L.L.C.	Chesapeake Appalachia L.L.C. SWN Production Company L.L.C.	18.00%	30/120 Pending
		47-0000853-001	Grace Margaret Midcap Chesapeake Appalachia L.L.C.	Chesapeake Appalachia L.L.C. SWN Production Company L.L.C.	18.00%	29/424 Pending
		47-0001252-001	Brian Makara and Tammy Makara Chesapeake Appalachia L.L.C.	Chesapeake Appalachia L.L.C. SWN Production Company L.L.C.	18.00%	30/108 Pending
		47-0001253-001	Douglas Wheeler and Marita Wheeler Chesapeake Appalachia L.L.C.	Chesapeake Appalachia L.L.C. SWN Production Company L.L.C.	18.00%	30/114 Pending
		47-0001300-001	Aaron Wheeler Chesapeake Appalachia L.L.C.	Chesapeake Appalachia L.L.C. SWN Production Company L.L.C.	18.00%	30/148 Pending
		47-0000986-001	Emmitt Wheeler and Bonnie Wheeler Chesapeake Appalachia L.L.C.	Chesapeake Appalachia L.L.C. SWN Production Company L.L.C.	18.00%	29/546 Pending
		47-0000845-001	Burton R. Lauck and Wanda Lauck Chesapeake Appalachia L.L.C.	Chesapeake Appalachia L.L.C. SWN Production Company L.L.C.	18.00%	29/143 Pending
		47-0000874-001	Randall Jay Lauck Chesapeake Appalachia L.L.C.	Chesapeake Appalachia L.L.C. SWN Production Company L.L.C.	18.00%	29/449 Pending
		1-382381-001	Shlappa and Company Chesapeake Appalachia L.L.C.	Chesapeake Appalachia L.L.C. SWN Production Company L.L.C.	18.00%	24/430 30/480
		1-120115-001	Shannon Wheeler and Christopher Siebert	SWN Production Company L.L.C.	18.00%	30/782
		1-120115-002	Ruth Ellen Yazavec	SWN Production Company L.L.C.	18.00%	30/788
		1-120115-004	Alfred C. Leist and Brenda K. Leist	SWN Production Company L.L.C.	18.00%	31/16
		Pending	Edward Wheeler	SWN Production Company L.L.C.	18.00%	Pending
		Pending	Tara Keeley	SWN Production Company L.L.C.	18.00%	Pending
		3)	CC23-234	1-324534-000	John W. Traubert and Nancy B. Traubert Great Lakes Energy Partners L.L.C.	Great Lakes Energy Partners L.L.C. Range Resources Appalachia L.L.C.
	Range Resources Appalachia L.L.C.			Chesapeake Appalachia L.L.C.		10/552
	Chesapeake Appalachia L.L.C.			SWN Production Company L.L.C.		30/480

RECEIVED
Office of Oil and Gas
JUL 20 2015
WV Department of
Environmental Protection

development or operation of, the Properties, including, but not limited to, all easements, subsurface easements, surface leases, servitudes and rights of way used or held for use in connection with the production of Hydrocarbons from the Lands ("Easements");

1.7 all rights, benefits and obligations arising from or in connection with any gas production, pipeline, storage, processing, transportation or other imbalance or unsatisfied through-put obligations attributable to Hydrocarbons produced from the Lands ("Gas Imbalances") as of the Effective Time;

1.8 all licenses, orders, franchises, registrations, permits, consents, approvals, variances, exemptions, waivers, rights, water rights (including water withdrawal, storage, discharge, treatment, injection and disposal rights related to the Properties) and other authorizations of all Governmental Authorities that are required to permit its operation of the Properties as presently operated by Assignor (the "Permits"), but only to the extent such Permits are transferrable.

ASSIGNOR SPECIFICALLY EXCEPTS FROM THIS ASSIGNMENT AND RESERVES UNTO ITSELF (I) ALL MINERAL INTERESTS AND LESSOR ROYALTIES OWNED BY ASSIGNOR INCLUDING, WITHOUT LIMITATION, ANY AND ALL MINERAL INTERESTS BURDENED BY OR RELATING TO ANY OF THE REAL PROPERTY INTERESTS OR BURDENED BY OTHER OIL, GAS AND MINERAL LEASES, AND (II) ALL OVERRIDING ROYALTY INTERESTS OWNED BY ASSIGNOR.

It is the intent of Assignor to convey and this Assignment hereby conveys to Assignee, subject to the reservations and conditions herein contained, from and after the Effective Time, Assignor's interest in the Properties, regardless of errors in description, any incorrect or misspelled names, or any mistranscribed or incorrect recording references.

TO HAVE AND TO HOLD all and singular of Assignor's interest in such Properties together with all rights, titles, interests, estates, remedies, powers, and privileges thereunto appertaining unto Assignee and Assignee's successors and assigns forever; subject to the following matters:

- a. royalties, overriding royalties and similar burdens on production;
- b. liens for taxes for which payment is not due or which are being contested in good faith by appropriate proceedings;
- c. easements, surface leases, and other rights and plat restrictions, zoning laws, restrictive covenants and conditions, regulatory authority of governmental authorities, and building and other land use laws and similar encumbrances.

2. Limitations on Representations and Warranties.

2.1 **EXCEPT FOR THE EXPRESS AND SPECIFIC REPRESENTATIONS AND WARRANTIES OF ASSIGNOR IN THIS ASSIGNMENT, ASSIGNEE ACKNOWLEDGES THAT ASSIGNOR HAS NOT MADE, AND ASSIGNOR HEREBY EXPRESSLY DISCLAIMS AND NEGATES, AND ASSIGNEE HEREBY EXPRESSLY WAIVES, ANY REPRESENTATION OR WARRANTY, EXPRESS, IMPLIED, AT COMMON LAW, BY STATUTE OR OTHERWISE, INCLUDING THOSE RELATING TO (a) PRODUCTION RATES, RECOMPLETION OPPORTUNITIES, DECLINE RATES, GAS BALANCING INFORMATION, OR THE QUALITY, QUANTITY OR VOLUME OF THE RESERVES OF HYDROCARBONS, IF ANY, ATTRIBUTABLE TO THE PROPERTIES OR ASSIGNOR'S INTEREST THEREIN, (b) THE ACCURACY, COMPLETENESS OR MATERIALITY OF ANY RECORDS, INFORMATION, DATA OR OTHER MATERIALS (WRITTEN OR ORAL) NOW, HERETOFORE OR**

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HEREAFTER FURNISHED TO ASSIGNEE BY OR ON BEHALF OF ASSIGNOR, AND
(c) THE ENVIRONMENTAL OR OTHER CONDITION OF THE PROPERTIES.

2.2 EXCEPT FOR THE EXPRESS REPRESENTATIONS AND WARRANTIES OF ASSIGNOR IN THIS ASSIGNMENT, AND WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, ASSIGNOR EXPRESSLY DISCLAIMS AND NEGATES, AND ASSIGNEE HEREBY WAIVES, AS TO PERSONAL PROPERTY, EQUIPMENT, INVENTORY, MACHINERY AND FIXTURES CONSTITUTING A PART OF THE PROPERTIES (a) ANY IMPLIED OR EXPRESS WARRANTY OF MERCHANTABILITY, (b) ANY IMPLIED OR EXPRESS WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE, (c) ANY IMPLIED OR EXPRESS WARRANTY OF CONFORMITY TO MODELS OR SAMPLES OF MATERIALS, (d) ANY RIGHTS OF PURCHASERS UNDER APPROPRIATE STATUTES TO CLAIM DIMINUTION OF CONSIDERATION OR RETURN OF THE PURCHASE PRICE, (e) ANY IMPLIED OR EXPRESS WARRANTY OF FREEDOM FROM DEFECTS, WHETHER KNOWN OR UNKNOWN, (f) ANY AND ALL IMPLIED WARRANTIES EXISTING UNDER APPLICABLE LAW, AND (g) ANY IMPLIED OR EXPRESS WARRANTY REGARDING ENVIRONMENTAL LAWS, THE RELEASE OF SUBSTANCES, WASTES OR MATERIALS INTO THE ENVIRONMENT, OR PROTECTION OF THE ENVIRONMENT OR HEALTH, IT BEING THE EXPRESS INTENTION OF ASSIGNEE AND ASSIGNOR THAT THE PERSONAL PROPERTY, EQUIPMENT, INVENTORY, MACHINERY AND FIXTURES IN WHICH ASSIGNOR HAS ANY INTEREST ARE BEING ACCEPTED BY ASSIGNEE, "AS IS, WHERE IS, WITH ALL FAULTS" AND IN THEIR PRESENT CONDITION AND STATE OF REPAIR.

2.3 ASSIGNOR AND ASSIGNEE AGREE THAT, TO THE EXTENT REQUIRED BY APPLICABLE LAW TO BE EFFECTIVE, THE DISCLAIMERS OF CERTAIN WARRANTIES CONTAINED IN THIS SECTION 4 ARE "CONSPICUOUS" DISCLAIMERS FOR THE PURPOSES OF ANY APPLICABLE LAW, RULE OR ORDER.

3. Miscellaneous.

3.1. Cooperation. In addition to this Assignment, Assignor shall execute, acknowledge, and deliver to Assignee, in a timely manner and without further consideration, any documents or instruments that Assignee may reasonably require, including, without limitation, further assignments or conveyances required by any state or federal authority, deeds, and consents to further evidence the assignment and conveyance of the Properties by Assignor of its interest in the Properties to Assignee.

3.2. Apportionment. Assignor shall be liable for all unit and lease costs attributable to the Properties (including but not limited to ad valorem, production, severance or excise taxes, royalties and lease bonus, rentals and other obligations) and entitled to all unit and lease revenues attributable to the Properties prior to the Effective Time. Assignee shall be responsible for and entitled to same after the Effective Time.

3.3. Indemnification. Assignee hereby assumes and shall be responsible for and indemnify Assignor against all liabilities, costs, expenses, duties and obligations to restore the surface of the Properties and any other obligations relating to the failure of the Properties or the ownership or operation thereof to comply with environmental laws, including any and all obligations to bring the Properties into compliance with applicable environmental laws (including conducting any remediation activities that may be required on or otherwise in connection with activities on the Properties), regardless of whether such obligations or conditions or events giving rise to such obligations, arose, occurred or accrued before or after the Effective Time. Assignor shall otherwise retain liability and shall be responsible for, and shall defend, indemnify and hold Assignee harmless from, any and all claims arising, asserted or due prior to the Effective Time with respect to the Properties, and likewise, Assignee hereby assumes

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and shall be responsible for and comply with all duties and obligations, express or implied, arising on or after the Effective Time with respect to the Properties.

3.4. Choice of Law. This Assignment shall be governed by and construed in accordance with the law of the State of Texas, other than matters that are mandatorily governed by the law of the jurisdiction in which the Properties are located.

3.5. Successors and Assigns. This Assignment shall bind and inure to the benefit of Assignor and Assignee and their respective successors and assigns. Assignee acknowledges that certain of the Real Property Interests may contain a provision requiring that Assignee obtain, and for the benefit of the respective lessors under any such Real Property Interests Assignee hereby agrees to obtain, as and to the extent so required, the written consent of the respective lessors prior to any further assignment or subletting of rights by Assignee under such Real Property Interests.

3.6. Counterparts. This Assignment may be executed in multiple counterparts, each of which will be an original instrument, but all of which will constitute one assignment.

**[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK
SIGNATURE PAGES FOLLOW]**

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IN WITNESS WHEREOF, the undersigned Assignor has executed this instrument on the
date of the acknowledgment annexed hereto, but effective for all purposes as of the Effective
Time.

ASSIGNOR:

CHESAPEAKE APPALACHIA, L.L.C., an
Oklahoma limited liability company

By: 
Bryan Lemmerman
Vice President – Corporate Development and A&D

ASSIGNOR ACKNOWLEDGMENT

STATE OF OKLAHOMA §
 §
COUNTY OF OKLAHOMA §

This instrument was acknowledged before me on this 9th day of July, 2015, by Bryan
Lemmerman, as Vice President of Chesapeake Appalachia, L.L.C., an Oklahoma limited liability
company, as the act and deed and on behalf of such limited liability company.


Notary Public

My Commission Expires: 6/15/2018
Commission Number: 10004791



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EXHIBIT "A"

Attached to and made a part of that certain Assignment, Bill of Sale and Conveyance from Chesapeake Appalachia, L.L.C.
to SWN Production Company, LLC

REAL PROPERTY INTERESTS

LEASE NUMBER	LESSOR	LESSEE	LEASE DATE	BOOK	PAGE	ENTRY	STATE	COUNTY	DISTRICT
47-0000872-001	JOSEPH E. MASTERS	CHESAPEAKE APPALACHIA, L.L.C.	6/9/2014	29	435	38202	WV	BROOKE	BUFFALO

ASSIGNOR CONVEYS THE PROPERTIES IN AND TO LEASE NUMBER 47-0000872-001 INsofar AND ONLY INsofar AS TO THAT PORTION OF THE LEASE THAT IS INCLUDED IN THE JOHN HARWATT UNIT AS SET FORTH IN THAT CERTAIN DECLARATION AND NOTICE OF POOLED UNIT DATED FEBRUARY 15, 2012 AND RECORDED AT BOOK 351 PAGE 566 INSTRUMENT # 28322, IN BROOKE COUNTY, WV.

47-0000873-001	DONNA K. YOHO AND CRAIG A. YOHO	CHESAPEAKE APPALACHIA, L.L.C.	6/9/2014	29	442	38203	WV	BROOKE	BUFFALO
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ASSIGNOR CONVEYS THE PROPERTIES IN AND TO LEASE NUMBER 47-0000873-001 INsofar AND ONLY INsofar AS TO THAT PORTION OF THE LEASE THAT IS INCLUDED IN THE JOHN HARWATT UNIT AS SET FORTH IN THAT CERTAIN DECLARATION AND NOTICE OF POOLED UNIT DATED FEBRUARY 15, 2012 AND RECORDED AT BOOK 351 PAGE 566 INSTRUMENT # 28322, IN BROOKE COUNTY, WV.

47-0000988-001	JOANNE R. DUNKEL AND DONALD K. DUNKEL	CHESAPEAKE APPALACHIA, L.L.C.	7/10/2014	29	564	38222	WV	BROOKE	BUFFALO
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ASSIGNOR CONVEYS THE PROPERTIES IN AND TO LEASE NUMBER 47-0000988-001 INsofar AND ONLY INsofar AS TO THAT PORTION OF THE LEASE THAT IS INCLUDED IN THE RUSSELL HERVEY NORTH UNIT AS SET FORTH IN THAT CERTAIN DECLARATION AND NOTICE OF POOLED UNIT DATED OCTOBER 19, 2012 AND RECORDED AT BOOK 356 PAGE 772 INSTRUMENT # 37779, IN BROOKE COUNTY, WV.

47-0000988-003	WILLIAM S. BACH	CHESAPEAKE APPALACHIA, L.L.C.	10/2/2014	30	296	41807	WV	BROOKE	BUFFALO
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ASSIGNOR CONVEYS THE PROPERTIES IN AND TO LEASE NUMBER 47-0000988-003 INsofar AND ONLY INsofar AS TO THAT PORTION OF THE LEASE THAT IS INCLUDED IN THE RUSSELL HERVEY NORTH UNIT AS SET FORTH IN THAT CERTAIN DECLARATION AND NOTICE OF POOLED UNIT DATED OCTOBER 19, 2012 AND RECORDED AT BOOK 356 PAGE 772 INSTRUMENT # 37779, IN BROOKE COUNTY, WV.

47-0001048-001	JOYCE A. BRADY AND RALPH A. BRADY	CHESAPEAKE APPALACHIA, L.L.C.	8/25/2014	29	792	38422	WV	BROOKE	BUFFALO
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ASSIGNOR CONVEYS THE PROPERTIES IN AND TO LEASE NUMBER 47-0001048-001 INsofar AND ONLY INsofar AS TO THAT PORTION OF THE LEASE THAT IS INCLUDED IN THE VIOLET COSS UNIT AS SET FORTH IN THAT CERTAIN DECLARATION AND NOTICE OF POOLED UNIT DATED SEPTEMBER 11, 2014 AND RECORDED AT BOOK 357 PAGE 652 INSTRUMENT # 39784, IN BROOKE COUNTY, WV.

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LEASE NUMBER	LESSOR	LESSEE	LEASE DATE	BOOK	PAGE	ENTRY	STATE	COUNTY	DISTRICT
47-0001048-002	RALPH G. JOHNSTON AND TRACY A. JOHNSTON	CHESAPEAKE APPALACHIA, L.L.C.	8/25/2014	30	1	39423	WV	BROOKE	BUFFALO

ASSIGNOR CONVEYS THE PROPERTIES IN AND TO LEASE NUMBER 47-0001048-002 IN SO FAR AND ONLY IN SO FAR AS TO THAT PORTION OF THE LEASE THAT IS INCLUDED IN THE VIOLET COSS UNIT AS SET FORTH IN THAT CERTAIN DECLARATION AND NOTICE OF POOLED UNIT DATED SEPTEMBER 11, 2014 AND RECORDED AT BOOK 357 PAGE 652 INSTRUMENT # 39784, IN BROOKE COUNTY, WV.

47-0001048-003	BRIAN W. JOHNSTON	CHESAPEAKE APPALACHIA, L.L.C.	8/25/2014	30	7	39424	WV	BROOKE	BUFFALO
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ASSIGNOR CONVEYS THE PROPERTIES IN AND TO LEASE NUMBER 47-0001048-003 IN SO FAR AND ONLY IN SO FAR AS TO THAT PORTION OF THE LEASE THAT IS INCLUDED IN THE VIOLET COSS UNIT AS SET FORTH IN THAT CERTAIN DECLARATION AND NOTICE OF POOLED UNIT DATED SEPTEMBER 11, 2014 AND RECORDED AT BOOK 357 PAGE 652 INSTRUMENT # 39784, IN BROOKE COUNTY, WV.

47-0001048-004	DANIEL L. JOHNSTON AND CATHY J. JOHNSTON	CHESAPEAKE APPALACHIA, L.L.C.	8/25/2014	30	13	39425	WV	BROOKE	BUFFALO
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ASSIGNOR CONVEYS THE PROPERTIES IN AND TO LEASE NUMBER 47-0001048-004 IN SO FAR AND ONLY IN SO FAR AS TO THAT PORTION OF THE LEASE THAT IS INCLUDED IN THE VIOLET COSS UNIT AS SET FORTH IN THAT CERTAIN DECLARATION AND NOTICE OF POOLED UNIT DATED SEPTEMBER 11, 2014 AND RECORDED AT BOOK 357 PAGE 652 INSTRUMENT # 39784, IN BROOKE COUNTY, WV.

47-0001049-001	ROBERT A. JOHNSTON AND JANICE JOHNSTON	CHESAPEAKE APPALACHIA, L.L.C.	8/25/2014	30	20	39426	WV	BROOKE	BUFFALO
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ASSIGNOR CONVEYS THE PROPERTIES IN AND TO LEASE NUMBER 47-0001049-001 IN SO FAR AND ONLY IN SO FAR AS TO THAT PORTION OF THE LEASE THAT IS INCLUDED IN THE VIOLET COSS UNIT AS SET FORTH IN THAT CERTAIN DECLARATION AND NOTICE OF POOLED UNIT DATED SEPTEMBER 11, 2014 AND RECORDED AT BOOK 357 PAGE 652 INSTRUMENT # 39784, IN BROOKE COUNTY, WV.

47-0001050-001	KENNETH D. JOHNSTON	CHESAPEAKE APPALACHIA, L.L.C.	8/25/2014	30	26	39427	WV	BROOKE	BUFFALO
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ASSIGNOR CONVEYS THE PROPERTIES IN AND TO LEASE NUMBER 47-0001050-001 IN SO FAR AND ONLY IN SO FAR AS TO THAT PORTION OF THE LEASE THAT IS INCLUDED IN THE VIOLET COSS UNIT AS SET FORTH IN THAT CERTAIN DECLARATION AND NOTICE OF POOLED UNIT DATED SEPTEMBER 11, 2014 AND RECORDED AT BOOK 357 PAGE 652 INSTRUMENT # 39784, IN BROOKE COUNTY, WV.

47-0001094-000	MICHAEL S. BILAK AND MELISSA D BILAK	CHESAPEAKE APPALACHIA, L.L.C.	9/2/2014	29	727	39409	WV	BROOKE	BUFFALO
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ASSIGNOR CONVEYS THE PROPERTIES IN AND TO LEASE NUMBER 47-0001094-000 IN SO FAR AND ONLY IN SO FAR AS TO THAT PORTION OF THE LEASE THAT IS INCLUDED IN THE VIOLET COSS UNIT AS SET FORTH IN THAT CERTAIN DECLARATION AND NOTICE OF POOLED UNIT DATED SEPTEMBER 11, 2014 AND RECORDED AT BOOK 357 PAGE 652 INSTRUMENT # 39784, IN BROOKE COUNTY, WV.

47-0001237-000	WEST VIRGINIA DEPARTMENT OF TRANSPORTATION	CHESAPEAKE APPALACHIA, L.L.C.	5/13/2014	29	317	37462	WV	BROOKE	BUFFALO
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ASSIGNOR CONVEYS THE PROPERTIES IN AND TO LEASE NUMBER 47-0001237-000 IN SO FAR AND ONLY IN SO FAR AS TO THAT PORTION OF THE LEASE THAT IS INCLUDED IN THE ALAN DEGARMO NORTH UNIT AS SET FORTH IN THAT CERTAIN DECLARATION AND NOTICE OF POOLED UNIT DATED MARCH 22, 2012 AND RECORDED AT BOOK 340 PAGE 1 INSTRUMENT # 11328, IN BROOKE COUNTY, WV.

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LEASE NUMBER	LESSOR	LESSEE	LEASE DATE	BOOK	PAGE	ENTRY	STATE	COUNTY	DISTRICT
47-0001296-001	DAVID F. CROSS, AS SPECIAL COMMISSIONER	CHESAPEAKE APPALACHIA, L.L.C.	10/8/2014	30	126	40460	WV	BROOKE	BUFFALO

ASSIGNOR CONVEYS THE PROPERTIES IN AND TO LEASE NUMBER 47-0001296-001 INsofar AND ONLY INsofar AS TO THAT PORTION OF THE LEASE THAT IS INCLUDED IN THE JOHN GOOD JR. SOUTH UNIT AS SET FORTH IN THAT CERTAIN DECLARATION AND NOTICE OF POOLED UNIT DATED APRIL 23, 2012 AND RECORDED AT BOOK 354 PAGE 56 INSTRUMENT # 32126, IN BROOKE COUNTY, WV. AND JOHN GOOD JR. NORTH UNIT AS SET FORTH IN THAT CERTAIN DECLARATION AND NOTICE OF POOLED UNIT DATED APRIL 16, 2012 AND RECORDED AT BOOK 351 PAGE 342 INSTRUMENT # 27617, IN BROOKE COUNTY, WV.

CNX 2	CNX GAS COMPANY, LLC	CHESAPEAKE APPALACHIA, L.L.C.	12/4/2014	312	413		WV	BROOKE	BUFFALO
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ASSIGNOR CONVEYS THE PROPERTIES IN AND TO LEASE NUMBER CNX 2 INsofar AND ONLY INsofar AS TO THAT PORTION OF THE LEASE THAT IS INCLUDED IN THE LARRY BALL NORTH UNIT AS SET FORTH IN THAT CERTAIN DECLARATION AND NOTICE OF POOLED UNIT DATED OCTOBER 24, 2011 AND RECORDED AT BOOK 348 PAGE 759 INSTRUMENT # 23996, IN BROOKE COUNTY, WV.

WV0000389-000	CHK-MAC LLC	CHESAPEAKE APPALACHIA, L.L.C.	11/26/2013	28	641	31240	WV	BROOKE	BUFFALO
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ASSIGNOR CONVEYS THE PROPERTIES IN AND TO LEASE NUMBER WV0000389-000 INsofar AND ONLY INsofar AS TO THAT PORTION OF THE LEASE THAT IS INCLUDED IN THE THOMAS PARKINSON SOUTH UNIT AS SET FORTH IN THAT CERTAIN DECLARATION AND NOTICE OF POOLED UNIT DATED FEBRUARY 25, 2013 AND RECORDED AT BOOK 21597 PAGE 347 INSTRUMENT # 21597, IN BROOKE COUNTY, WV.

47-0000779-002	PITTSBURGH OPERA, INC.	CHESAPEAKE APPALACHIA, L.L.C.	5/15/2014	29	540	38217	WV	BROOKE	CROSS CREEK
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ASSIGNOR CONVEYS THE PROPERTIES IN AND TO LEASE NUMBER 47-0000779-002 INsofar AND ONLY INsofar AS TO THAT PORTION OF THE LEASE THAT IS INCLUDED IN THE GERALD GOURLEY UNIT AS SET FORTH IN THAT CERTAIN DECLARATION AND NOTICE OF POOLED UNIT DATED SEPTEMBER 26, 2012 AND RECORDED AT BOOK 355 PAGE 401 INSTRUMENT # 34640, IN BROOKE COUNTY, WV.

47-0000844-001	LAWRENCE R. MIDCAP, WIDOWER	CHESAPEAKE APPALACHIA, L.L.C.	6/20/2014	29	407	38197	WV	BROOKE	CROSS CREEK
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ASSIGNOR CONVEYS THE PROPERTIES IN AND TO LEASE NUMBER 47-0000844-001 INsofar AND ONLY INsofar AS TO THAT PORTION OF THE LEASE THAT IS INCLUDED IN THE OV ROYALTY TRUST LLC UNIT AS SET FORTH IN THAT CERTAIN DECLARATION AND NOTICE OF POOLED UNIT DATED AUGUST 24, 2012 AND RECORDED AT BOOK 356 PAGE 520 INSTRUMENT # 37249, IN BROOKE COUNTY, WV.

47-0000845-001	BURTON R. LAUCK AND WANDA LAUCK	CHESAPEAKE APPALACHIA, L.L.C.	6/16/2014	29	413	38198	WV	BROOKE	CROSS CREEK
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ASSIGNOR CONVEYS THE PROPERTIES IN AND TO LEASE NUMBER 47-0000845-001 INsofar AND ONLY INsofar AS TO THAT PORTION OF THE LEASE THAT IS INCLUDED IN THE OV ROYALTY TRUST LLC UNIT AS SET FORTH IN THAT CERTAIN DECLARATION AND NOTICE OF POOLED UNIT DATED AUGUST 24, 2012 AND RECORDED AT BOOK 356 PAGE 520 INSTRUMENT # 37249, IN BROOKE COUNTY, WV.

47-0000853-001	GRACE M. MIDCAP, WIDOW	CHESAPEAKE APPALACHIA, L.L.C.	6/23/2014	29	424	38200	WV	BROOKE	CROSS CREEK
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ASSIGNOR CONVEYS THE PROPERTIES IN AND TO LEASE NUMBER 47-0000853-001 INsofar AND ONLY INsofar AS TO THAT PORTION OF THE LEASE THAT IS INCLUDED IN THE OV ROYALTY TRUST LLC UNIT AS SET FORTH IN THAT CERTAIN DECLARATION AND NOTICE OF POOLED UNIT DATED AUGUST 24, 2012 AND RECORDED AT BOOK 356 PAGE 520 INSTRUMENT # 37249, IN BROOKE COUNTY, WV.

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LEASE NUMBER	LESSOR	LESSEE	LEASE DATE	BOOK	PAGE	ENTRY	STATE	COUNTY	DISTRICT
47-000874-001	RANDAL J. LAUCK, SINGLE MAN	CHESAPEAKE APPALACHIA, L.L.C.	5/27/2014	29	449	38204	WV	BROOKE	CROSS CREEK

ASSIGNOR CONVEYS THE PROPERTIES IN AND TO LEASE NUMBER 47-000874-001 IN SO FAR AND ONLY IN SO FAR AS TO THAT PORTION OF THE LEASE THAT IS INCLUDED IN THE OV ROYALTY TRUST LLC UNIT AS SET FORTH IN THAT CERTAIN DECLARATION AND NOTICE OF POOLED UNIT DATED AUGUST 24, 2012 AND RECORDED AT BOOK 356 PAGE 520 INSTRUMENT # 37249, IN BROOKE COUNTY, WV.

47-000986-001	EMMETT WHEELER, A/K/A EMMITT WHEELER AND BONNIE WHEELER	CHESAPEAKE APPALACHIA, L.L.C.	7/14/2014	29	546	38218	WV	BROOKE	CROSS CREEK
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ASSIGNOR CONVEYS THE PROPERTIES IN AND TO LEASE NUMBER 47-000986-001 IN SO FAR AND ONLY IN SO FAR AS TO THAT PORTION OF THE LEASE THAT IS INCLUDED IN THE OV ROYALTY TRUST LLC UNIT AS SET FORTH IN THAT CERTAIN DECLARATION AND NOTICE OF POOLED UNIT DATED AUGUST 24, 2012 AND RECORDED AT BOOK 356 PAGE 520 INSTRUMENT # 37249, IN BROOKE COUNTY, WV.

47-0001238-000	WEST VIRGINIA DEPARTMENT OF TRANSPORTATION	CHESAPEAKE APPALACHIA, L.L.C.	5/7/2014	30	108	40454	WV	BROOKE	CROSS CREEK
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ASSIGNOR CONVEYS THE PROPERTIES IN AND TO LEASE NUMBER 47-0001238-000 IN SO FAR AND ONLY IN SO FAR AS TO THAT PORTION OF THE LEASE THAT IS INCLUDED IN THE OV ROYALTY TRUST LLC UNIT AS SET FORTH IN THAT CERTAIN DECLARATION AND NOTICE OF POOLED UNIT DATED AUGUST 24, 2012 AND RECORDED AT BOOK 356 PAGE 520 INSTRUMENT # 37249, IN BROOKE COUNTY, WV.

47-0001252-001	BRIAN MAKARA AND TAMMY MAKARA, HUSBAND AND WIFE	CHESAPEAKE APPALACHIA, L.L.C.	4/17/2014	30	108	40454	WV	BROOKE	CROSS CREEK
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ASSIGNOR CONVEYS THE PROPERTIES IN AND TO LEASE NUMBER 47-0001252-001 IN SO FAR AND ONLY IN SO FAR AS TO THAT PORTION OF THE LEASE THAT IS INCLUDED IN THE OV ROYALTY TRUST LLC UNIT AS SET FORTH IN THAT CERTAIN DECLARATION AND NOTICE OF POOLED UNIT DATED AUGUST 24, 2012 AND RECORDED AT BOOK 356 PAGE 520 INSTRUMENT # 37249, IN BROOKE COUNTY, WV.

47-0001253-001	DOUGLAS WHEELER AND MARITA WHEELER, HUSBAND AND WIFE	CHESAPEAKE APPALACHIA, L.L.C.	7/30/2014	358	64	40457	WV	BROOKE	CROSS CREEK
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ASSIGNOR CONVEYS THE PROPERTIES IN AND TO LEASE NUMBER 47-0001253-001 IN SO FAR AND ONLY IN SO FAR AS TO THAT PORTION OF THE LEASE THAT IS INCLUDED IN THE OV ROYALTY TRUST LLC UNIT AS SET FORTH IN THAT CERTAIN DECLARATION AND NOTICE OF POOLED UNIT DATED AUGUST 24, 2012 AND RECORDED AT BOOK 356 PAGE 520 INSTRUMENT # 37249, IN BROOKE COUNTY, WV.

47-0001254-001	JUDY A. SNODGRASS, WIDOW	CHESAPEAKE APPALACHIA, L.L.C.	9/15/2014	30	120	40458	WV	BROOKE	CROSS CREEK
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ASSIGNOR CONVEYS THE PROPERTIES IN AND TO LEASE NUMBER 47-0001254-001 IN SO FAR AND ONLY IN SO FAR AS TO THAT PORTION OF THE LEASE THAT IS INCLUDED IN THE OV ROYALTY TRUST LLC UNIT AS SET FORTH IN THAT CERTAIN DECLARATION AND NOTICE OF POOLED UNIT DATED AUGUST 24, 2012 AND RECORDED AT BOOK 356 PAGE 520 INSTRUMENT # 37249, IN BROOKE COUNTY, WV.

47-0001300-001	AARON WHEELER, A SINGLE MAN	CHESAPEAKE APPALACHIA, L.L.C.	7/31/2014	30	148	40464	WV	BROOKE	CROSS CREEK
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ASSIGNOR CONVEYS THE PROPERTIES IN AND TO LEASE NUMBER 47-0001300-001 IN SO FAR AND ONLY IN SO FAR AS TO THAT PORTION OF THE LEASE THAT IS INCLUDED IN THE OV ROYALTY TRUST LLC UNIT AS SET FORTH IN THAT CERTAIN DECLARATION AND NOTICE OF POOLED UNIT DATED AUGUST 24, 2012 AND RECORDED AT BOOK 356 PAGE 520 INSTRUMENT # 37249, IN BROOKE COUNTY, WV.

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LEASE NUMBER	LESSOR	LESSEE	LEASE DATE	BOOK	PAGE	ENTRY	STATE	COUNTY	DISTRICT
47-0001331-001	MARY BETH BARRETT	CHESAPEAKE APPALACHIA, L.L.C.	9/15/2014	30	396	41824	WV	BROOKE	CROSS CREEK

ASSIGNOR CONVEYS THE PROPERTIES IN AND TO LEASE NUMBER 47-0001331-001 INsofar AND ONLY INsofar AS TO THAT PORTION OF THE LEASE THAT IS INCLUDED IN THE OV ROYALTY TRUST LLC UNIT AS SET FORTH IN THAT CERTAIN DECLARATION AND NOTICE OF POOLED UNIT DATED AUGUST 24, 2012 AND RECORDED AT BOOK 356 PAGE 520 INSTRUMENT # 37249, IN BROOKE COUNTY, WV.

47-0001332-001	GEORGE MICHAEL MAKARA	CHESAPEAKE APPALACHIA, L.L.C.	9/26/2014	30	403	41826	WV	BROOKE	CROSS CREEK
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ASSIGNOR CONVEYS THE PROPERTIES IN AND TO LEASE NUMBER 47-0001332-001 INsofar AND ONLY INsofar AS TO THAT PORTION OF THE LEASE THAT IS INCLUDED IN THE OV ROYALTY TRUST LLC UNIT AS SET FORTH IN THAT CERTAIN DECLARATION AND NOTICE OF POOLED UNIT DATED AUGUST 24, 2012 AND RECORDED AT BOOK 356 PAGE 520 INSTRUMENT # 37249, IN BROOKE COUNTY, WV.

END OF EXHIBIT "A"

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EXHIBIT "B"

Attached to and made a part of that certain Assignment, Bill of Sale and Conveyance from
Chesapeake Appalachia, L.L.C. to SWN Production Company, LLC

WELLS

CHK WELL NO.	API	WELL NAME	OPERATOR	STATE	COUNTY	DISTRICT
832770	4706900067	LARRY BALL OHI 5H	CHESAPEAKE APPALACHIA LLC	WV	BROOKE	BUFFALO
834044	4700900113	JOHN GOOD JR BRK 8H	CHESAPEAKE APPALACHIA LLC	WV	BROOKE	BUFFALO
834168	4700900115	ALAN H DEGARMO BRK 3H	CHESAPEAKE APPALACHIA LLC	WV	BROOKE	BUFFALO
834170	4700900112	JOHN HARWATT BRK 3H	CHESAPEAKE APPALACHIA LLC	WV	BROOKE	BUFFALO
834171	4700900119	JOHN HARWATT BRK 8H	CHESAPEAKE APPALACHIA LLC	WV	BROOKE	BUFFALO
834228	4706900104	LARRY BALL OHI 3H	CHESAPEAKE APPALACHIA LLC	WV	BROOKE	BUFFALO
834831	4700900146	VIOLET COSS BRK 8H	CHESAPEAKE APPALACHIA LLC	WV	BROOKE	BUFFALO
834956	4700900124	JOHN GOOD JR BRK 5H	CHESAPEAKE APPALACHIA LLC	WV	BROOKE	BUFFALO
835018	4700900144	RUSSELL HERVEY BRK 5H	CHESAPEAKE APPALACHIA LLC	WV	BROOKE	BUFFALO
837060	4700900154	THOMAS PARKINSON BRK 8H	CHESAPEAKE APPALACHIA LLC	WV	BROOKE	BUFFALO
837104	4706900158	LARRY BALL OHI 1H	CHESAPEAKE APPALACHIA LLC	WV	BROOKE	BUFFALO
833463	4700900094	OV ROYALTY TRUST LLC BRK 3H	CHESAPEAKE APPALACHIA LLC	WV	BROOKE	CROSS CREEK
834435	4700900140	GERALD GOURLEY BRK 8H	CHESAPEAKE APPALACHIA LLC	WV	BROOKE	CROSS CREEK
835127	4700900138	OV ROYALTY TRUST LLC BRK 6H	CHESAPEAKE APPALACHIA LLC	WV	BROOKE	CROSS CREEK

END OF EXHIBIT "B"

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including interruptions caused by the acts of third parties over whom Lessee has no control or regulatory delays associated with any approval process required for conducting such activities).

(B) **LIMITATION OF FORFEITURE:** This Lease shall never be subject to a civil action or proceeding to enforce a claim of termination, cancellation, expiration or forfeiture due to any action or inaction by the Lessee, including, but not limited to making any prescribed payments authorized under the terms of this Lease, unless the Lessee has received written notice of Lessor's demand and thereafter fails or refuses to satisfy or provide justification responding to Lessor's demand within 60 days from the receipt of such notice. If Lessee timely responds to Lessor's demand, but in good faith disagrees with Lessor's position and sets forth the reasons therefore, such a response shall be deemed to satisfy this provision, this Lease shall continue in full force and effect and no further damages (or other claims for relief) will accrue in Lessor's favor during the pendency of the dispute, other than claims for payments that may be due under the terms of this Lease.

PAYMENTS TO LESSOR. In addition to the bonus paid by Lessee for the execution hereof, Lessee covenants to pay Lessor, proportionate to Lessor's percentage of ownership, as follows:

(A) **DELAY RENTAL:** To pay Lessor as Delay Rental, after the first year, at the rate of five dollars (\$5.00) per net acre per year payable in advance. The parties hereto agree that this is a Paid-Up Lease with no further Delay Rental and/or Delay in Marketing payments due to Lessor during the primary term or, if so exercised, the extended primary term hereof.

(B) **ROYALTY:** To pay Lessor as Royalty, less all taxes, assessments, and adjustments on production from the Leasehold, as follows:

1. **OIL:** To deliver to the credit of Lessor a Royalty equal to one-eighth (1/8) of the net revenue realized by Lessee for all oil and any constituents thereof produced and marketed from the Leasehold, less the cost to transport, handle, separate, meter, treat, process and market the oil.

2. **GAS:** To pay Lessor on actual volumes of gas and any constituents thereof sold from said land, one-eighth of the net amount realized by Lessee, computed at the wellhead. As used in this lease, the term "net amount realized by Lessee, computed at the wellhead" shall mean the gross proceeds received by Lessee from the sale of oil and gas minus post-production costs incurred by Lessee between the wellhead and the point of sale. As used in this Lease, the term "post-production costs" shall mean all costs and expenses of (a) treating and processing oil and/or gas, and (b) separating liquid hydrocarbons from gas, other than condensate separated at the well, and (c) transporting oil and/or gas, including but not limited to transportation between the wellhead and any production or treating facilities, and transportation to the point of sale, and (d) compressing gas for transportation and delivery purposes, and (e) metering oil and/or gas to determine the amount sold and/or the amount used by Lessee, and (f) sales charges, commissions and fees paid to third parties (whether or not affiliated) in connection with the sale of the gas, and (g) any and all other costs and expenses of any kind or nature incurred in regard to the gas, or the handling thereof, between the wellhead and the point of sale. Lessee may use its own pipelines and equipment to provide such treating, processing, separating, transportation, compression and metering services, or it may engage others to provide such services; and if Lessee uses its own pipelines and/or equipment, post-production costs shall include without limitation reasonable depreciation and amortization expenses relating to such facilities, together with Lessee's cost of capital and a reasonable return on its investment in such facilities. Prior to payment of royalty, Lessor may be required to execute a Division Order certifying Lessor's interest in production. Lessee may pay all taxes and fees levied upon the oil and gas as produced, including, without limitation, severance taxes and privilege and surveillance fees, and deduct a proportionate share of the amount so paid from any monies payable to Lessor hereunder. Lessee may withhold Royalty payment until such time as the total withheld exceeds one hundred dollars (\$100.00).

(C) **DELAY IN MARKETING:** In the event that Lessee drills a well on the Leasehold or lands pooled/unitized therewith that is awaiting completion (including, without limitation, hydraulic fracture stimulation), or that Lessee deems to be capable of production, but does not market producible gas, oil, or their constituents, therefrom, and there is no other basis for extending this Lease, Lessee shall pay after the primary term and until such time as marketing is established (or Lessee surrenders the Lease) a Delay in Marketing payment equal in amount and frequency to the annual Delay Rental payment, and this Lease shall remain in full force and effect to the same extent as payment of Royalty.

(D) **SHUT-IN:** In the event that production of oil, gas, or their constituents, is interrupted and not marketed for a period of twelve (12) months, and there is no producing well on the Leasehold or lands pooled/unitized therewith, Lessee shall, after the primary term, as Royalty for constructive production, pay a Shut-in Royalty equal in amount and frequency to the annual Delay Rental payment until such time as production is re-established (or Lessee surrenders the Lease) and this Lease shall remain in full force and effect. During Shut-in, Lessee shall have the right to rework, stimulate, or deepen any well on the Leasehold or to drill a new well on the Leasehold in an effort to re-establish production, whether from an original producing formation or from a different formation. In the event that the production from the only producing well on the Leasehold is interrupted for a period of less than twelve (12) months, this Lease shall remain in full force and effect without payment of Royalty or Shut-in Royalty.

(E) **DAMAGES:** Lessee will remove unnecessary equipment and materials and reclaim all disturbed lands at the completion of all activities on the Leasehold, and Lessee agrees to repair any damaged improvements to the land and pay for the loss of growing crops or marketable timber.

(F) **MANNER OF PAYMENT:** Lessee shall make or tender all payments due hereunder by check, payable to Lessor, at Lessor's last known address, and Lessee may withhold any payment pending notification by Lessor of a change in address. Payment may be tendered by mail or any comparable method (e.g., Federal Express), and payment is deemed complete upon mailing or dispatch. Where the due date for any payment specified herein falls on a holiday, Saturday or Sunday, payment tendered (mailed or dispatched) on the next business day is timely.

(G) **CHANGE IN LAND OWNERSHIP:** Lessee shall not be bound by any change in the ownership of the Leasehold until furnished by Lessor with such documentation as Lessee may reasonably require. Pending the receipt of documentation, Lessee may elect either to continue to make or withhold payments as if such a change had not occurred.

(H) **TITLE:** If Lessee receives evidence that Lessor does not have title to all or any part of the rights herein leased, Lessee may immediately withhold payments that would be otherwise due and payable hereunder to Lessor until the adverse claim is fully resolved. Lessor represents and warrants that there is no existing oil and gas lease which is presently in effect covering the Leasehold.

(I) **LIENS:** Lessee may, at its option, pay and discharge any past due taxes, mortgages, judgments, or other liens and encumbrances on or against any land or interest included in the Leasehold; and Lessee shall be entitled to recover from the debtor, with legal interest and costs, by deduction from any future payments to Lessor or by any other lawful means. In the event the leased lands are encumbered by a prior mortgage, then, notwithstanding anything contained herein to the contrary, Lessee shall have the right to suspend the payment of any royalties due hereunder, without liability for interest, until such time as Lessor obtains at its own expense a subordination of the mortgage in a form acceptable to Lessee.

(J) **CHARACTERIZATION OF PAYMENTS:** Payments set forth herein are covenants, not special limitations, regardless of the manner in which these payments may be invoked. Any failure on the part of the Lessee to timely or otherwise properly tender payment can never result in an automatic termination, expiration, cancellation, or forfeiture of this Lease. Lessor recognizes and acknowledges that oil and gas lease payments, in the form of rental, bonus and royalty, can vary depending on multiple factors and that this Lease is the product of good faith negotiations. Lessor hereby agrees that the payment terms, as set forth herein, and any bonus payments paid to Lessor

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constitute full consideration for the Leasehold. Lessor further agrees that such payment terms and bonus payments are final and that Lessor will not seek to amend or modify the lease payments, or seek additional consideration based upon any differing terms which Lessee has or will negotiate with any other lessor/oil and gas owner.

(K) PAYMENT REDUCTIONS. If Lessor owns a lesser interest in the oil or gas than the entire undivided fee simple estate, then the rentals (except for Delay Rental payments as set forth above), royalties and shut-in royalties hereunder shall be paid to Lessor only in the proportion which Lessor's interest bears to the whole and undivided fee.

UNITIZATION AND POOLING. Lessor grants Lessee the right to pool, unitize, or combine all or parts of the Leasehold with other lands, whether contiguous or not contiguous, leased or unleased, whether owned by Lessee or by others, at a time before or after drilling to create drilling or production units either by contract right or pursuant to governmental authorization. Pooling or unitizing in one or more instances shall not exhaust Lessee's pooling and unitizing rights hereunder, and Lessee is granted the right to change the size, shape, and conditions of operation or payment of any unit created. Lessor agrees to accept and receive out of the production or the revenue realized from the production of such unit, such proportional share of the Royalty from each unit well as the number of Leasehold acres included in the unit bears to the total number of acres in the unit. Otherwise, as to any part of the unit, drilling, operations in preparation for drilling, production, or shut-in production from the unit, or payment of Royalty, Shut-in Royalty, Delay in Marketing payment or Delay Rental attributable to any part of the unit (including non-Leasehold land) shall have the same effect upon the terms of this Lease as if a well were located on, or the subject activity attributable to, the Leasehold. In the event of conflict or inconsistency between the Leasehold acres ascribed to the Lease, and the local property tax assessment calculation of the lands covered by the Lease, or the deeded acreage amount, Lessee may, at its option, rely on the latter as being determinative for the purposes of this paragraph.

FACILITIES. Lessee shall not drill a well on the Leasehold within 200 feet of any structure located on the Leasehold without Lessor's written consent. Lessor shall not erect any building or structure, or plant any trees within 200 feet of a well or within 25 feet of a pipeline without Lessee's written consent. Lessor shall not improve, modify, degrade, or restrict roads and facilities built by Lessee without Lessee's written consent.

CONVERSION TO STORAGE. Lessee is hereby granted the right to convert the Leasehold or lands pooled/unitized therewith to gas storage. At the time of conversion, Lessee shall pay Lessor's proportionate part for the estimated recoverable gas remaining in any well drilled pursuant to this Lease using methods of calculating gas reserves as are generally accepted by the natural gas industry and, in the event that all wells on the Leasehold and/or lands pooled/unitized therewith have permanently ceased production, Lessor shall be paid a Conversion to Storage payment in an amount equal to Delay Rental for as long thereafter as the Leasehold or lands pooled/unitized therewith is/are used for gas storage or for protection of gas storage; such Conversion to Storage payment shall first become due upon the next ensuing Delay Rental anniversary date. The use of any part of the Leasehold or lands pooled or unitized therewith for the underground storage of gas, or for the protection of stored gas will extend this Lease beyond the primary term as to all rights granted by this Lease, including but not limited to production rights, regardless of whether the production and storage rights are owned together or separately.

DISPOSAL AND INJECTION WELLS. Lessor hereby grants to Lessee the right to drill wells and/or re-enter existing wells, including necessary location, roadway and pipeline easements and rights of way, on any part of the Leasehold or lands pooled or unitized therewith for the disposal and/or injection into any subsurface strata, other than a potable water strata, of air, gas, brine, completion and production fluids, waste water and any hydrocarbon related substances from any source, including, but not limited to wells on the Leasehold or lands pooled or unitized therewith or from properties and lands outside the Leasehold or lands pooled or unitized therewith, and to conduct all operations as may be required, for so long as necessary and required by Lessee for purposes as herein provided. If, at the expiration of the primary term, Lessee is disposing and/or injecting into any subsurface strata underlying the Leasehold or lands pooled or unitized therewith or conducting operations for such disposal and/or injection and this lease is not being maintained by any other provision contained herein and no other payments are being made to Lessor as prescribed hereunder, Lessee shall pay to Lessor the sum of one thousand dollars (\$1,000.00) per year, proportionately reduced to Lessor's ownership in the Leasehold and surface as it bears to the full and undivided estate, beginning on the next anniversary date of this Lease and said payment and term of this Lease, insofar as to terms and provisions contained herein applicable to disposal and injection wells, shall continue annually thereafter for so long as necessary and required by Lessee for purposes as herein provided and until all disposal and/or injection wells located on the Leasehold or on lands pooled or unitized therewith are plugged and abandoned. Lessor agrees that if required by Lessee, regulatory agency or governmental authority having jurisdiction, Lessor shall enter a separate Disposal and Injection Agreement with Lessee for the purposes as herein provided.

TITLE AND INTERESTS. Lessor hereby warrants generally and agrees to defend title to the Leasehold and covenants that Lessee shall have quiet enjoyment hereunder and shall have benefit of the doctrine of after acquired title. Should any person having title to the Leasehold fail to execute this Lease, the Lease shall nevertheless be binding upon all persons who do execute it as Lessor.

LEASE DEVELOPMENT. There is no implied covenant to drill, prevent drainage, further develop or market production within the primary term or any extension of term of this Lease. There shall be no Leasehold forfeiture, termination, expiration or cancellation for failure to comply with said implied covenants. Provisions herein, including, but not limited to the prescribed payments, constitute full compensation for the privileges herein granted.

COVENANTS. This Lease and its expressed or implied covenants shall not be subject to termination, forfeiture of rights, or damages due to failure to comply with obligations if compliance is effectively prevented by federal, state, or local law, regulation, or decree, or the acts of God and/or third parties over whom Lessee has no control.

RIGHT OF FIRST REFUSAL. If at any time within the primary term of this lease or any continuation or extension thereof, Lessor receives any bona fide offer, acceptable to Lessor, to grant an additional lease which will take effect upon expiration of this Lease ("Top Lease") covering all or part of the Leasehold, Lessee shall have the continuing option by meeting any such offer to acquire a Top Lease on equivalent terms and conditions. Any offer must be in writing and must set forth the proposed Lessee's name, bonus consideration and royalty consideration to be paid for such Top Lease, and include a copy of the lease form to be utilized reflecting all pertinent and relevant terms and conditions of the Top Lease. Lessee shall have fifteen (15) days after receipt from Lessor of a complete copy of any such offer to advise Lessor in writing of its election to enter into an oil and gas lease with Lessor on equivalent terms and conditions. If Lessee fails to notify Lessor within the aforesaid fifteen (15) day period of its election to meet any such bona fide offer, Lessor shall have the right to accept said offer. Any Top Lease granted by Lessor in violation of this provision shall be null and void.

ARBITRATION. In the event of a disagreement between Lessor and Lessee concerning this Lease or the associated Order of Payment, performance thereunder, or damages caused by Lessee's operations, the resolution of all such disputes shall be determined by arbitration in accordance with the rules of the American Arbitration Association. Arbitration shall be the exclusive remedy and cover all disputes, including but not limited to, the formation, execution, validity and performance of the Lease and Order of Payment. All fees and costs associated with the arbitration shall be borne equally by Lessor and Lessee.

ENTIRE CONTRACT. The entire agreement between Lessor and Lessee is embodied herein and in the associated Order of Payment (if any). No oral warranties, representations, or promises have been made or relied upon by either party as an inducement to or modification of this Lease.

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TITLE CURATIVE. Lessor agrees to execute consents, affidavits, ratifications, amendments, permits and other instruments as Lessee may request to carry out the purpose of this lease, including without limitation, applications necessary to obtain driveway entrance permits, and approvals of drilling or production units which Lessee may seek to form pursuant to governmental authorization.

SURRENDER. Lessee, at any time, and from time to time, may surrender and cancel this Lease as to all or any part of the Leasehold by recording a Surrender of Lease and thereupon this Lease, and the rights and obligations of the parties hereunder, shall terminate as to the part so surrendered; provided, however, that upon each surrender as to any part of the Leasehold, Lessee shall have reasonable and convenient easements for then existing wells, pipelines, pole lines, roadways and other facilities on the lands surrendered.

SUCCESSORS. All rights, duties, and liabilities herein benefit and bind Lessor and Lessee and their heirs, successors, and assigns.

FORCE MAJEURE. All terms, provisions and express or implied covenants of this Lease shall be subject to all applicable laws, rules, regulations and orders. If Lessee is unable, in its sole discretion, to effectively accomplish the purposes and objectives of this Lease or to exercise its rights hereunder because of such laws, rules, regulations or orders, or if drilling, reworking, production or other operations hereunder, or Lessee's fulfillment of its obligations hereunder are prevented or delayed by such laws, rules, regulations or orders, or by inability to obtain necessary permits, equipment, services, material, water, electricity, fuel, access or easements, or by fire, flood, adverse weather conditions, war, sabotage, rebellion, insurrection, riot, strike or labor disputes, or by inability to obtain a satisfactory market for production or failure of purchasers or carriers to take or transport such production, or by any other cause not reasonably within Lessee's control, then this Lease shall not terminate, in whole or in part, because of such inability, prevention or delay, and, at Lessee's option, the period of such inability, prevention or delay shall be added to the term hereof. Lessee shall not be liable in damages for breach of any express or implied covenants of this Lease for failure to comply therewith, if compliance is prevented by, or failure is the result of any applicable laws, rules, regulations or orders or operation of force majeure. If this Lease is the subject matter of any lawsuit, arbitration proceeding, or other action, then this Lease shall not expire during the pendency of such lawsuit, arbitration proceeding, or other action, or any appeal thereof, and the period of the lawsuit, arbitration proceeding, or other action, and any appeal thereof, shall be added to the term of this Lease.

SEVERABILITY. This Lease is intended to comply with all applicable laws, rules, regulations, ordinances and governmental orders. If any provision of this Lease is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions shall survive and continue in full force and effect to the maximum extent allowed by law. If a court of competent jurisdiction holds any provision of this Lease invalid, void, or unenforceable under applicable law, the court shall give the provision the greatest effect possible under the law and modify the provision so as to conform to applicable law if that can be done in a manner which does not frustrate the purpose of this Lease.

COUNTERPARTS. This Lease may be executed in one or more counterparts, each of which will be deemed to be an original copy of this Lease and all of which, when taken together, will be deemed to constitute one and the same agreement.

****See Addendum attached hereto and by reference made a part hereof****

IN WITNESS WHEREOF, Lessor hereunto sets hand and seal.

Witness _____
Witness _____
Witness _____
Witness _____

LESSOR:
Edward Wheeler (Seal)
Edward Wheeler
Paula Wheeler (Seal)
Paula Wheeler

_____ (Seal)

Document prepared by: SWN Production Company, L.L.C., 1000 Energy Drive, Spring, Texas 77389.

ACKNOWLEDGMENT

STATE OF Georgia)
) SS:
COUNTY OF Decatur)

On this the 19 day of May, 2015, before me, the undersigned officer, personally appeared **Edward Wheeler and Paula Wheeler, husband and wife**, known to me (or satisfactorily proven) to be the person(s) whose name(s) is/are subscribed to the within instrument, and acknowledged that he/she/they executed the same for the purposes therein contained.

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

My Commission Expires: 3-18-2016
Signature/Notary Public: *Cheryl B. Godwin*
Name/Notary Public (print): Cheryl B. Godwin



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Addendum

1 - 120115 - 006

Addendum to Oil and Gas Lease dated **May 10, 2015**, from **Edward Wheeler and Paula Wheeler, husband and wife**, Lessor, whose address is **1010 Julia Circle, Bainbridge, GA 39819** to SWN Production Company, LLC, covering **97.0000** acres, more or less, situated in **Cross Creek** District, **Brooke** County, West Virginia:

In the event of a conflict or inconsistency between the printed terms of this Lease and these added terms of this Lease, the added terms shall control and be deemed to supersede the printed terms of the Lease.

No Storage Rights

Notwithstanding anything herein contained to the contrary, Lessee agrees the herein described leased premises shall not be used for the purpose of gas storage as defined by the Federal Energy Regulatory Commission. Any reference to gas storage contained in this Lease is hereby deleted. If Lessor wishes to enter into an agreement regarding gas storage using the leased premises with a third party, Lessor shall first give Lessee written notice of the identity of the third party, the price or the consideration for which the third party is prepared to offer, the effective date and closing date of the transaction and any other information respecting the transaction which Lessee believes would be material to the exercise of the offering. Lessor does hereby grant Lessee the first option and right to purchase the gas storage rights by matching and tendering to the Lessor any third party's offering within 30 days of receipt of notice from Lessor.

Royalty

All references made in Paragraph (B) 1 and 2 of the section entitled "PAYMENT TO LESSOR" as to one-eighth (1/8) royalty shall be amended to EIGHTEEN Percent (18.00%).

Hold Harmless

Lessee agrees it will protect and save and keep Lessor harmless and indemnified against and from any penalty or damage or charges imposed for any violation of any laws or ordinances, whether occasioned by the neglect of Lessee or those holding under Lessee, and Lessee will at all times protect, indemnify and save and keep harmless the Lessor against and from any and all loss, damage or expense, including any injury to any person or property whomsoever or whatsoever arising out of or caused by any negligence of the Lessee or those holding under Lessee.

Signed for Identification:


Edward Wheeler


Paula Wheeler

State of West Virginia
 Boone County Register of Deeds
 Instrument No. 4490
 Date Recorded 07/11/2015
 Document Type FF-31
 Pages Recorded 2
 Post-Paid 34-970
 Recording Fee \$10.00
 Additional Fee 0.00

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 1 - 120115 - 006

Affidavit of Death and Heirship
as to Madelon Rozetta Wheeler, f/k/a Madelon Rozetta Midcap, Deceased

REFERENCED LANDS: TM 4-CC28-23, CC23-236, p/o CC22-41
STATE OF: West Virginia
DISTRICT OF: Cross Creek) SS:
COUNTY OF: Brooke)

I, Edward Wheeler, of lawful age, being first duly sworn, upon oath deposes and states the following:

That Affiant was personally acquainted with the above named decedent, during her lifetime, having known her for 56 years, and that Affiant bears the following relationship to said Decedent, to-wit: Son

Said Decedent departed this life in Lake County, State of Florida on or about 10/25/2009, being 81 years old at the date of her death.

Affiant further states that he was well acquainted with the family and near relatives of said Decedent, and that the following statement and the answers to the following questions are based upon the personal knowledge of Affiant and are true and correct:

1. Did the Decedent leave a will? No. If so, has the will been admitted to probate?

At what place? When?

2. Has an administrator or executor been appointed for the estate of said Decedent?

If so, give the county and state in which said administration or probate proceedings are pending:

 (COUNTY) (STATE)

Give name and address of administrator or executor: (NAME)

 (ADDRESS)

3. Give name and address of surviving widow or widower of Decedent: Robert Wheeler

 (ADDRESS)

If not living state date of death: January 2007

4. If the Decedent was married more than once, give name of the former spouse and state whether said former spouse is dead or divorced: NA

5. On the blank lines below, give the names and places of residence of all children of Decedent who were living at the time of Decedent's death, together with the other information called for:

NAME OF CHILD	DATE OF BIRTH	DATE OF DEATH	NAME OF SPOUSE
<u>James Bruce Midcap</u>			<u>Son</u>
<u>Robert Wheeler</u>		<u>12/15/2013</u>	<u>Son</u>
<u>Emmett Wheeler, a/k/a Emmitt Wheeler</u>			<u>Son</u>
<u>Edward Wheeler</u>			<u>Son</u>

HOOK BUSINESS SYSTEMS
 117 ROBERTSON STREET
 ROSELAND, W. VA 26114-1205

6. On the blank lines below, give the names of any deceased children of Decedent, together with the other information called for:

NAME OF CHILD	DATE OF BIRTH	DATE OF DEATH	NAME OF SPOUSE
<u>Robert Wheeler</u>	<u>12/15/2013</u>		<u>Deborah Wheeler (DOD 7/31/1997)</u>

7. On the blank lines below, give the names of the children of any deceased son or daughter of the Decedent:

NAME OF CHILD	DATE OF BIRTH	ADDRESS OR IF NOT LIVING DATE OF DEATH	NAME OF PARENT
<u>Douglas Wheeler</u>			<u>Robert Wheeler</u>
<u>Shannon Wheeler</u>			<u>Robert Wheeler</u>
<u>Aaron Wheeler</u>			<u>Robert Wheeler</u>
<u>Robert Shawn Wheeler</u>	<u>October 1979</u>	<u>October 1979</u>	<u>Robert Wheeler</u>

8. That all debts, claims, or charges against the estate of the Deceased have been paid and that there are now no outstanding claims, debts, or other charges, including estate or inheritance taxes against said estate which are due and owing:

AFFIANT:

Edward Wheeler
Edward Wheeler

Subscribed and sworn to before me on this 7th day of May, 20 15

My Commission Expires:

Cheryl B Godwin
Signature/Notary Public

Cheryl B Godwin
Name/Notary Public (PRINT)



Sylvia J Benzo
Trenton County 01:11:44 PM
Instrument No 46404
Date Recorded 05/28/2015
Document Type Oil
Pages Recorded 5
Book-Page 31-37
Recording Fee \$5.00
Additional \$6.00

HOWAR RESOURCES COMPANY
117 HOLEBERRY STREET
RAVENSBORO, WV 26164-1805

PAID-UP
OIL & GAS LEASE

1 - 120115 - 005
Lease No. _____

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1/15 - WV

This Lease, made this 1st day of April 2015, by and between Tara I. Keeley and Frank R. Keeley, appearing herein by and through Tara Keeley, his Agent and Attorney In Fact, by Power of Attorney dated September 25, 2014 in Cattaraugus County, NY, wife and husband, of P.O. Box 247, Great Valley, NY 14741, hereinafter collectively called "Lessor," and SWN Production Company, L.L.C., a Texas limited liability company, 10000 Energy Drive, Spring, Texas 77389, hereinafter called "Lessee."

WITNESSETH, that for and in consideration of Ten Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and of the mutual covenants and agreements hereinafter set forth, the Lessor and Lessee agree as follows:

LEASING CLAUSE. Lessor hereby leases exclusively to Lessee all the oil and gas (including, but not limited to coal seam gas, coalbed methane gas, coalbed gas, methane gas, gob gas, occluded methane/natural gas and all associated natural gas and other hydrocarbons and non-hydrocarbons contained in, associated with, emitting from, or produced/originating within any formation, gob area, mined-out area, coal seam, and all communicating zones), and their liquid gaseous constituents, whether hydrocarbon or non-hydrocarbon, underlying the land herein leased, together with such exclusive rights as may be necessary or convenient for Lessee, at its election, to explore for, develop, produce, measure, and market production from the Leasehold, or from other lands, using methods and techniques which are not restricted to current technology, including, without limitation, the right to conduct geophysical and other exploratory tests; to drill, maintain, operate, cease to operate, plug, abandon, and remove wells; to use or install roads over and across the Leasehold for use in development of the Leasehold or other lands, electric power and telephone facilities, water impoundments, and to construct pipelines with appurtenant facilities, including data acquisition, compression and collection facilities for use in the production and transportation of products from the Leasehold or from other lands across the Leasehold, to use oil, gas, and non-domestic water sources, free of cost, to store gas of any kind underground, regardless of the source thereof, including the injecting of gas therein and removing the same therefrom; to protect stored gas; to operate, maintain, repair, and remove material and equipment; to use and occupy the subsurface of the Leasehold for the drilling of a wellbore(s) for use in development of the Leasehold or other lands.

DESCRIPTION. The Leasehold is located in the District of Cross Creek, in the County of Brooke, in the State of West Virginia, and described as follows:

Property Tax Parcel Identification Number: P/O 4-CC22-41, 4-CC23-236, 4-CC28-2, 4-CC28-3

and is bounded formerly or currently as follows:

On the North by lands of The Gene Charles Valentine Trust; James Lunsford;

On the East by lands of Edith M. McComb; James W. and Constance Ferguson Trustees of 1997 Family;

On the South by lands of Turnpike;

On the West by lands of The Gene Charles Valentine Trust; John W. and Nancy Traubert;

including lands acquired from A. Elaine Murphy / Miriam A. Quinn, f/k/a Miriam A. Murphy by virtue of intestate succession as set forth in Affidavit of Death and Heirship / Intestate Succession as set forth in Affidavit of Death and Heirship dated March 31, 2015 / March 31, 2015, and recorded in NOT YET RECORDED Book NA, at Page NA, and described for the purposes of this agreement as containing a total of 97.0000 Leasehold acres, whether actually more or less, and including contiguous lands owned by Lessor. This Lease also covers and includes, in addition to that above described, all land, if any, contiguous or adjacent to or adjoining the land above described and (a) owned or claimed by Lessor, by limitation, prescription, possession, reversion or unrecorded instrument or (b) as to which Lessor has a preference right of acquisition. Lessor agrees to execute any supplemental instrument requested by Lessee for a more complete or accurate description of said land.

LEASE TERM. This Lease shall remain in force for a primary term of 5 (Five) years from 12:00 A.M. April 1, 2015 (effective date) to 11:59 P.M. March 31, 2020 (last day of primary term) and shall continue beyond the primary term as to the entirety of the Leasehold if any of the following is satisfied: (i) operations are conducted on the Leasehold or lands pooled/unitized therewith in search of oil, gas, or their constituents, or (ii) a well deemed by Lessee to be capable of production is located on the Leasehold or lands pooled/unitized therewith, or (iii) oil or gas, or their constituents, are produced from the Leasehold or lands pooled/unitized therewith, or (iv) if the Leasehold or lands pooled/unitized therewith is used for the underground storage of gas, or for the protection of stored gas, or (v) if prescribed payments are made, or (vi) if Lessee's operations are delayed, postponed or interrupted as a result of any coal, stone or other mining or mining related operation under any existing and effective lease, permit or authorization covering such operations on the leased premises or on other lands affecting the leased premises, such delay will automatically extend the primary or secondary term of this oil and gas lease without additional compensation or performance by Lessee for a period of time equal to any such delay, postponement or interruption.

If there is any dispute concerning the extension of this Lease beyond the primary term by reason of any of the alternative mechanisms specified herein, the payment to the Lessor of the prescribed payments provided below shall be conclusive evidence that the Lease has been extended beyond the primary term.

EXTENSION OF PRIMARY TERM. Lessee has the option to extend the primary term of this Lease as to all or any part of the acreage then covered hereby, for one additional term of 5 (Five) years from the expiration of the primary term of this Lease; said extension to be under the same terms and conditions as contained in this Lease. Lessee may exercise this option to extend this Lease if on or before the expiration date of the primary term of this Lease, Lessee pays or tenders to the Lessor or to the Lessor's credit an amount equal to the sum of the initial consideration given for the execution hereof, which shall be paid in proportion to the number of net acres actually extended. Exercise of this option is at Lessee's sole discretion and may be invoked by Lessee where no other alternative of the Lease Term clause extends this Lease beyond the primary term. If this option is exercised by Lessee the lease as extended will thereafter be treated as if the original primary term was 10 (Ten) years.

NO AUTOMATIC TERMINATION OR FORFEITURE.

(A) CONSTRUCTION OF LEASE: The language of this Lease (including, but not limited to, the Lease Term and Extension of Term clauses) shall never be read as language of special limitation. This Lease shall be construed against termination, forfeiture, cancellation or expiration and in favor of giving effect to the continuation of this Lease where the circumstances exist to maintain this Lease in effect under any of the alternative mechanisms set forth above. In connection therewith, (i) a well shall be deemed to be capable of production if it has the capacity to produce a profit over operating costs, without regard to any capital costs to drill or equip the well, or to deliver the oil or gas to market, and (ii) the Lessee shall be deemed to be conducting operations in search of oil or gas, or their constituents, if the Lessee is engaged in geophysical and other exploratory work including, but not limited to, activities to drill an initial well, to drill a new well, or to rework, stimulate, deepen, sidetrack, frac, plug back in the same or different formation or repair a well or equipment on the Leasehold or any lands pooled/unitized therewith (such activities shall include, but not be limited to, performing any preliminary or preparatory work necessary for drilling, conducting internal technical analysis to initiate and/or further develop a well, obtaining permits and approvals associated therewith and may include reasonable gaps in activities provided that there is a continuum of

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activities showing a good faith effort to develop a well or that the cessation or interruption of activities was beyond the control of Lessee, including interruptions caused by the acts of third parties over whom Lessee has no control or regulatory delays associated with any approval process required for conducting such activities).

(B) **LIMITATION OF FORFEITURE:** This Lease shall never be subject to a civil action or proceeding to enforce a claim for termination, cancellation, expiration or forfeiture due to any action or inaction by the Lessee, including, but not limited to making any prescribed payments authorized under the terms of this Lease, unless the Lessee has received written notice of Lessor's demand and thereafter fails or refuses to satisfy or provide justification responding to Lessor's demand within 60 days from the receipt of such notice. If Lessee timely responds to Lessor's demand, but in good faith disagrees with Lessor's position and sets forth the reasons therefore, such a response shall be deemed to satisfy this provision, this Lease shall continue in full force and effect and no further damages (or other claims for relief) will accrue in Lessor's favor during the pendency of the dispute, other than claims for payments that may be due under the terms of this Lease.

PAYMENTS TO LESSOR. In addition to the bonus paid by Lessee for the execution hereof, Lessee covenants to pay Lessor, proportionate to Lessor's percentage of ownership, as follows:

(A) **DELAY RENTAL:** To pay Lessor as Delay Rental, after the first year, at the rate of five dollars (\$5.00) per net acre per year payable in advance. The parties hereto agree that this is a Paid-Up Lease with no further Delay Rental and/or Delay in Marketing payments due to Lessor during the primary term or, if so exercised, the extended primary term hereof.

(B) **ROYALTY:** To pay Lessor as Royalty, less all taxes, assessments, and adjustments on production from the Leasehold, as follows:

1. **OIL:** To deliver to the credit of Lessor a Royalty equal to one-eighth (1/8) of the net revenue realized by Lessee for all oil and any constituents thereof produced and marketed from the Leasehold, less the cost to transport, handle, separate, meter, treat, process and market the oil.

2. **GAS:** To pay Lessor on actual volumes of gas and any constituents thereof sold from said land, one-eighth of the net amount realized by Lessee, computed at the wellhead. As used in this lease, the term "net amount realized by Lessee, computed at the wellhead" shall mean the gross proceeds received by Lessee from the sale of oil and gas minus post-production costs incurred by Lessee between the wellhead and the point of sale. As used in this Lease, the term "post-production costs" shall mean all costs and expenses of (a) treating and processing oil and/or gas, and (b) separating liquid hydrocarbons from gas, other than condensate separated at the well, and (c) transporting oil and/or gas, including but not limited to transportation between the wellhead and any production or treating facilities, and transportation to the point of sale, and (d) compressing gas for transportation and delivery purposes, and (e) metering oil and/or gas to determine the amount sold and/or the amount used by Lessee, and (f) sales charges, commissions and fees paid to third parties (whether or not affiliated) in connection with the sale of the gas, and (g) any and all other costs and expenses of any kind or nature incurred in regard to the gas, or the handling thereof, between the wellhead and the point of sale. Lessee may use its own pipelines and equipment to provide such treating, processing, separating, transportation, compression and metering services, or it may engage others to provide such services; and if Lessee uses its own pipelines and/or equipment, post-production costs shall include without limitation reasonable depreciation and amortization expenses relating to such facilities, together with Lessee's cost of capital and a reasonable return on its investment in such facilities. Prior to payment of royalty, Lessor may be required to execute a Division Order certifying Lessor's interest in production. Lessee may pay all taxes and fees levied upon the oil and gas as produced, including, without limitation, severance taxes and privilege and surveillance fees, and deduct a proportionate share of the amount so paid from any monies payable to Lessor hereunder. Lessee may withhold Royalty payment until such time as the total withheld exceeds one hundred dollars (\$100.00).

(C) **DELAY IN MARKETING:** In the event that Lessee drills a well on the Leasehold or lands pooled/unitized therewith that is awaiting completion (including, without limitation, hydraulic fracture stimulation), or that Lessee deems to be capable of production, but does not market producible gas, oil, or their constituents, therefrom, and there is no other basis for extending this Lease, Lessee shall pay after the primary term and until such time as marketing is established (or Lessee surrenders the Lease) a Delay in Marketing payment equal in amount and frequency to the annual Delay Rental payment, and this Lease shall remain in full force and effect to the same extent as payment of Royalty.

(D) **SHUT-IN:** In the event that production of oil, gas, or their constituents, is interrupted and not marketed for a period of twelve (12) months, and there is no producing well on the Leasehold or lands pooled/unitized therewith, Lessee shall, after the primary term, as Royalty for constructive production, pay a Shut-in Royalty equal in amount and frequency to the annual Delay Rental payment until such time as production is re-established (or Lessee surrenders the Lease) and this Lease shall remain in full force and effect. During Shut-in, Lessee shall have the right to rework, stimulate, or deepen any well on the Leasehold or to drill a new well on the Leasehold in an effort to re-establish production, whether from an original producing formation or from a different formation. In the event that the production from the only producing well on the Leasehold is interrupted for a period of less than twelve (12) months, this Lease shall remain in full force and effect without payment of Royalty or Shut-in Royalty.

(E) **DAMAGES:** Lessee will remove unnecessary equipment and materials and reclaim all disturbed lands at the completion of all activities on the Leasehold, and Lessee agrees to repair any damaged improvements to the land and pay for the loss of growing crops or marketable timber.

(F) **MANNER OF PAYMENT:** Lessee shall make or tender all payments due hereunder by check, payable to Lessor, at Lessor's last known address, and Lessee may withhold any payment pending notification by Lessor of a change in address. Payment may be tendered by mail or any comparable method (e.g., Federal Express), and payment is deemed complete upon mailing or dispatch. Where the due date for any payment specified herein falls on a holiday, Saturday or Sunday, payment tendered (mailed or dispatched) on the next business day is timely.

(G) **CHANGE IN LAND OWNERSHIP:** Lessee shall not be bound by any change in the ownership of the Leasehold until furnished by Lessor with such documentation as Lessee may reasonably require. Pending the receipt of documentation, Lessee may elect either to continue to make or withhold payments as if such a change had not occurred.

(H) **TITLE:** If Lessee receives evidence that Lessor does not have title to all or any part of the rights herein leased, Lessee may immediately withhold payments that would be otherwise due and payable hereunder to Lessor until the adverse claim is fully resolved. Lessor represents and warrants that there is no existing oil and gas lease which is presently in effect covering the Leasehold.

(I) **LIENS:** Lessee may, at its option, pay and discharge any past due taxes, mortgages, judgments, or other liens and encumbrances on or against any land or interest included in the Leasehold; and Lessee shall be entitled to recover from the debtor, with legal interest and costs, by deduction from any future payments to Lessor or by any other lawful means. In the event the leased lands are encumbered by a prior mortgage, then, notwithstanding anything contained herein to the contrary, Lessee shall have the right to suspend the payment of any royalties due hereunder, without liability for interest, until such time as Lessor obtains at its own expense a subordination of the mortgage in a form acceptable to Lessee.

(J) **CHARACTERIZATION OF PAYMENTS:** Payments set forth herein are covenants, not special limitations, regardless of the manner in which these payments may be invoked. Any failure on the part of the Lessee to timely or otherwise properly tender payment can never result in an automatic termination, expiration, cancellation, or forfeiture of this Lease. Lessor recognizes and acknowledges that oil and gas lease payments, in the form of rental, bonus and royalty, can vary depending on multiple factors and that this Lease is the product

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of good faith negotiations. Lessor hereby agrees that the payment terms, as set forth herein, and any bonus payments paid to Lessor constitute full consideration for the Leasehold. Lessor further agrees that such payment terms and bonus payments are final and that Lessor will not seek to amend or modify the lease payments, or seek additional consideration based upon any differing terms which Lessee has or will negotiate with any other lessor/oil and gas owner.

(K) PAYMENT REDUCTIONS. If Lessor owns a lesser interest in the oil or gas than the entire undivided fee simple estate, then the rentals (except for Delay Rental payments as set forth above), royalties and shut-in royalties hereunder shall be paid to Lessor only in the proportion which Lessor's interest bears to the whole and undivided fee.

UNITIZATION AND POOLING. Lessor grants Lessee the right to pool, unitize, or combine all or parts of the Leasehold with other lands, whether contiguous or not contiguous, leased or unleased, whether owned by Lessee or by others, at a time before or after drilling to create drilling or production units either by contract right or pursuant to governmental authorization. Pooling or unitizing in one or more instances shall not exhaust Lessee's pooling and unitizing rights hereunder, and Lessee is granted the right to change the size, shape, and conditions of operation or payment of any unit created. Lessor agrees to accept and receive out of the production or the revenue realized from the production of such unit, such proportional share of the Royalty from each unit well as the number of Leasehold acres included in the unit bears to the total number of acres in the unit. Otherwise, as to any part of the unit, drilling, operations in preparation for drilling, production, or shut-in production from the unit, or payment of Royalty, Shut-in Royalty, Delay in Marketing payment or Delay Rental attributable to any part of the unit (including non-Leasehold land) shall have the same effect upon the terms of this Lease as if a well were located on, or the subject activity attributable to, the Leasehold. In the event of conflict or inconsistency between the Leasehold acres ascribed to the Lease, and the local property tax assessment calculation of the lands covered by the Lease, or the deeded acreage amount, Lessee may, at its option, rely on the latter as being determinative for the purposes of this paragraph.

FACILITIES. Lessee shall not drill a well on the Leasehold within 200 feet of any structure located on the Leasehold without Lessor's written consent. Lessor shall not erect any building or structure, or plant any trees within 200 feet of a well or within 25 feet of a pipeline without Lessee's written consent. Lessor shall not improve, modify, degrade, or restrict roads and facilities built by Lessee without Lessee's written consent.

CONVERSION TO STORAGE. Lessee is hereby granted the right to convert the Leasehold or lands pooled/unitized therewith to gas storage. At the time of conversion, Lessee shall pay Lessor's proportionate part for the estimated recoverable gas remaining in any well drilled pursuant to this Lease using methods of calculating gas reserves as are generally accepted by the natural gas industry and, in the event that all wells on the Leasehold and/or lands pooled/unitized therewith have permanently ceased production, Lessor shall be paid a Conversion to Storage payment in an amount equal to Delay Rental for as long thereafter as the Leasehold or lands pooled/unitized therewith is/are used for gas storage or for protection of gas storage; such Conversion to Storage payment shall first become due upon the next ensuing Delay Rental anniversary date. The use of any part of the Leasehold or lands pooled or unitized therewith for the underground storage of gas, or for the protection of stored gas will extend this Lease beyond the primary term as to all rights granted by this Lease, including but not limited to production rights, regardless of whether the production and storage rights are owned together or separately.

DISPOSAL AND INJECTION WELLS. Lessor hereby grants to Lessee the right to drill wells and/or re-enter existing wells, including necessary location, roadway and pipeline easements and rights of way, on any part of the Leasehold or lands pooled or unitized therewith for the disposal and/or injection into any subsurface strata, other than a potable water strata, of air, gas, brine, completion and production fluids, waste water and any hydrocarbon related substances from any source, including, but not limited to wells on the Leasehold or lands pooled or unitized therewith or from properties and lands outside the Leasehold or lands pooled or unitized therewith, and to conduct all operations as may be required, for so long as necessary and required by Lessee for purposes as herein provided. If, at the expiration of the primary term, Lessee is disposing and/or injecting into any subsurface strata underlying the Leasehold or lands pooled or unitized therewith or conducting operations for such disposal and/or injection and this lease is not being maintained by any other provision contained herein and no other payments are being made to Lessor as prescribed hereunder, Lessee shall pay to Lessor the sum of one thousand dollars (\$1,000.00) per year, proportionately reduced to Lessor's ownership in the Leasehold and surface as it bears to the full and undivided estate, beginning on the next anniversary date of this Lease and said payment and term of this Lease, insofar as to terms and provisions contained herein applicable to disposal and injection wells, shall continue annually thereafter for so long as necessary and required by Lessee for purposes as herein provided and until all disposal and/or injection wells located on the Leasehold or on lands pooled or unitized therewith are plugged and abandoned. Lessor agrees that if required by Lessee, regulatory agency or governmental authority having jurisdiction, Lessor shall enter a separate Disposal and Injection Agreement with Lessee for the purposes as herein provided.

TITLE AND INTERESTS. Lessor hereby warrants generally and agrees to defend title to the Leasehold and covenants that Lessee shall have quiet enjoyment hereunder and shall have benefit of the doctrine of after acquired title. Should any person having title to the Leasehold fail to execute this Lease, the Lease shall nevertheless be binding upon all persons who do execute it as Lessor.

LEASE DEVELOPMENT. There is no implied covenant to drill, prevent drainage, further develop or market production within the primary term or any extension of term of this Lease. There shall be no Leasehold forfeiture, termination, expiration or cancellation for failure to comply with said implied covenants. Provisions herein, including, but not limited to the prescribed payments, constitute full compensation for the privileges herein granted.

COVENANTS. This Lease and its expressed or implied covenants shall not be subject to termination, forfeiture of rights, or damages due to failure to comply with obligations if compliance is effectively prevented by federal, state, or local law, regulation, or decree, or the acts of God and/or third parties over whom Lessee has no control.

RIGHT OF FIRST REFUSAL. If at any time within the primary term of this lease or any continuation or extension thereof, Lessor receives any bona fide offer, acceptable to Lessor, to grant an additional lease which will take effect upon expiration of this Lease ("Top Lease") covering all or part of the Leasehold, Lessee shall have the continuing option by meeting any such offer to acquire a Top Lease on equivalent terms and conditions. Any offer must be in writing and must set forth the proposed Lessee's name, bonus consideration and royalty consideration to be paid for such Top Lease, and include a copy of the lease form to be utilized reflecting all pertinent and relevant terms and conditions of the Top Lease. Lessee shall have fifteen (15) days after receipt from Lessor of a complete copy of any such offer to advise Lessor in writing of its election to enter into an oil and gas lease with Lessor on equivalent terms and conditions. If Lessee fails to notify Lessor within the aforesaid fifteen (15) day period of its election to meet any such bona fide offer, Lessor shall have the right to accept said offer. Any Top Lease granted by Lessor in violation of this provision shall be null and void.

ARBITRATION. In the event of a disagreement between Lessor and Lessee concerning this Lease or the associated Order of Payment, performance thereunder, or damages caused by Lessee's operations, the resolution of all such disputes shall be determined by arbitration in accordance with the rules of the American Arbitration Association. Arbitration shall be the exclusive remedy and cover all disputes, including but not limited to, the formation, execution, validity and performance of the Lease and Order of Payment. All fees and costs associated with the arbitration shall be borne equally by Lessor and Lessee.

ENTIRE CONTRACT. The entire agreement between Lessor and Lessee is embodied herein and in the associated Order of Payment (if any). No oral warranties, representations, or promises have been made or relied upon by either party as an inducement to or modification of this Lease.

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TITLE CURATIVE. Lessor agrees to execute consents, affidavits, ratifications, amendments, permits and other instruments. Lessee may request to carry out the purpose of this lease, including without limitation, applications necessary to obtain driveway encroachment permits, and approvals of drilling or production units which Lessee may seek to form pursuant to governmental authorization.

SURRENDER. Lessee, at any time, and from time to time, may surrender and cancel this Lease as to all or any part of the Leasehold by recording a Surrender of Lease and thereupon this Lease, and the rights and obligations of the parties hereunder, shall terminate as to the part so surrendered; provided, however, that upon each surrender as to any part of the Leasehold, Lessee shall have reasonable and convenient easements for then existing wells, pipelines, pole lines, roadways and other facilities on the lands surrendered.

SUCCESSORS. All rights, duties, and liabilities herein benefit and bind Lessor and Lessee and their heirs, successors, and assigns.

FORCE MAJEURE. All terms, provisions and express or implied covenants of this Lease shall be subject to all applicable laws, rules, regulations and orders. If Lessee is unable, in its sole discretion, to effectively accomplish the purposes and objectives of this Lease or to exercise its rights hereunder because of such laws, rules, regulations or orders, or if drilling, reworking, production or other operations hereunder, or Lessee's fulfillment of its obligations hereunder are prevented or delayed by such laws, rules, regulations or orders, or by inability to obtain necessary permits, equipment, services, material, water, electricity, fuel, access or easements, or by fire, flood, adverse weather conditions, war, sabotage, rebellion, insurrection, riot, strike or labor disputes, or by inability to obtain a satisfactory market for production or failure of purchasers or carriers to take or transport such production, or by any other cause not reasonably within Lessee's control, then this Lease shall not terminate, in whole or in part, because of such inability, prevention or delay, and, at Lessee's option, the period of such inability, prevention or delay shall be added to the term hereof. Lessee shall not be liable in damages for breach of any express or implied covenants of this Lease for failure to comply therewith, if compliance is prevented by, or failure is the result of any applicable laws, rules, regulations or orders or operation of force majeure. If this Lease is the subject matter of any lawsuit, arbitration proceeding, or other action, then this Lease shall not expire during the pendency of such lawsuit, arbitration proceeding, or other action, or any appeal thereof, and the period of the lawsuit, arbitration proceeding, or other action, and any appeal thereof, shall be added to the term of this Lease.

SEVERABILITY. This Lease is intended to comply with all applicable laws, rules, regulations, ordinances and governmental orders. If any provision of this Lease is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions shall survive and continue in full force and effect to the maximum extent allowed by law. If a court of competent jurisdiction holds any provision of this Lease invalid, void, or unenforceable under applicable law, the court shall give the provision the greatest effect possible under the law and modify the provision so as to conform to applicable law if that can be done in a manner which does not frustrate the purpose of this Lease.

COUNTERPARTS. This Lease may be executed in one or more counterparts, each of which will be deemed to be an original copy of this Lease and all of which, when taken together, will be deemed to constitute one and the same agreement.

****See Addendum attached hereto and by reference made a part hereof****

IN WITNESS WHEREOF, Lessor hereunto sets hand and seal.

LESSOR:
Tara I. Keeley (Seal)
Tara I. Keeley

Witness Brett J. [Signature]

Tara Keeley (Seal)
Frank R. Keeley BY: Tara Keeley, his Agent

Witness _____

Witness _____

_____ (Seal)

Witness _____

_____ (Seal)

Document prepared by: SWN Production Company, L.L.C., 1000 Energy Drive, Spring, Texas 77389.

ACKNOWLEDGMENT

STATE OF New York)
) SS:
COUNTY OF Cattaraugus

On this the 4th day of May 2015, before me, the undersigned officer, personally appeared Tara I. Keeley and Frank R. Keeley, appearing herein by and through Tara Keeley, his Agent and Attorney In Fact, by Power of Attorney dated September 25, 2014 in Cattaraugus County, NY, wife and husband, known to me (or satisfactorily proven) to be the person(s) whose name(s) is/are subscribed to the within instrument, and acknowledged that he/she/they executed the same for the purposes therein contained.

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

My Commission Expires: 8/26/18
Signature/Notary Public: Brenda S Matuskiewicz
Name/Notary Public (print): Brenda S Matuskiewicz

BRENDA S. MATUSKIEWICZ #0166979465
Notary Public, State of New York
Qualified in Cattaraugus Co.
My Commission Expires 8/26/2018

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Addendum

Addendum to Oil and Gas Lease dated April 1, 2015, from Tara I. Keeley and Frank R. Keeley, appearing hereby and through Tara Keeley, his Agent and Attorney In Fact, by Power of Attorney dated September 25, 2014 in Cattaraugus County, NY, wife and husband, Lessor, whose address is P.O. Box 247, Great Valley, NY 14741 to SWN Production Company, LLC, covering 97.0000 acres, more or less, situated in Cross Creek District, Brooke County, West Virginia:

In the event of a conflict or inconsistency between the printed terms of this Lease and these added terms of this Lease, the added terms shall control and be deemed to supersede the printed terms of the Lease.

No Storage Rights

Notwithstanding anything herein contained to the contrary, Lessee agrees the herein described leased premises shall not be used for the purpose of gas storage as defined by the Federal Energy Regulatory Commission. Any reference to gas storage contained in this Lease is hereby deleted. If Lessor wishes to enter into an agreement regarding gas storage using the leased premises with a third party, Lessor shall first give Lessee written notice of the identity of the third party, the price or the consideration for which the third party is prepared to offer, the effective date and closing date of the transaction and any other information respecting the transaction which Lessee believes would be material to the exercise of the offering. Lessor does hereby grant Lessee the first option and right to purchase the gas storage rights by matching and tendering to the Lessor any third party's offering within 30 days of receipt of notice from Lessor.

Royalty

All references made in Paragraph (B) 1 and 2 of the section entitled "PAYMENT TO LESSOR" as to one-eighth (1/8) royalty shall be amended to EIGHTEEN Percent (18.00%).

Hold Harmless

Lessee agrees it will protect and save and keep Lessor harmless and indemnified against and from any penalty or damage or charges imposed for any violation of any laws or ordinances, whether occasioned by the neglect of Lessee or those holding under Lessee, and Lessee will at all times protect, indemnify and save and keep harmless the Lessor against and from any and all loss, damage or expense, including any injury to any person or property whomsoever or whatsoever arising out of or caused by any negligence of the Lessee or those holding under Lessee.

Signed for identification:


Tara I. Keeley


Frank R. Keeley BY: Tara Keeley, his Agent

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6. On the blank lines below, give the names any deceased children of Decedent, together with the information called for:

NAME OF CHILD	DATE OF BIRTH	DATE OF DEATH	NAME OF SURVIVOR

7. On the blank lines below, give the names of the children of any deceased son or daughter of the Decedent:

NAME OF CHILD	DATE OF BIRTH	ADDRESS OR IF NOT LIVING DATE OF DEATH	NAME OF PARENT

8. That all debts, claims, or charges against the estate of the Deceased have been paid and that there are now no outstanding claims, debts, or other charges, including estate or inheritance taxes against said estate which are due and owing;

AFFIANT:

Tara I. Keeley
Tara I. Keeley

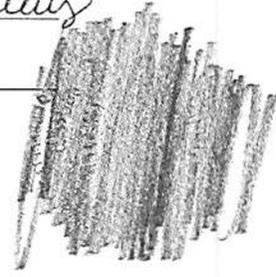
Subscribed and sworn to before me on this 31st day of March, 2015

My Commission Expires: _____

Brenda Statuskius
Signature/Notary Public

BRENDA S. MATYSKIENICZ #0186029465
Notary Public, State of New York
Qualified in Collaragus Co.
My Commission Expires 9/26/20. 18

Name/Notary Public (PRINT)



Sylvia J Benzo
 BROOK County 01:19:27 PM
 Instrument No 46411
 Date Recorded 05/28/2015
 Document Type AFFID
 Pages Recorded 1
 Book-Page 361-644
 Recording Fee \$5.00
 Additional \$6.00

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 JUL 20 11 00 AM '15
 1-120115-005
 WV Department of Environmental Protection
 Lease No. TM 4-CC28-2.3, CC23-236, p/o

AFFIDAVIT OF DEATH AND HEIRSHIP

Before me, the undersigned authority, on this day personally appeared Tara I. Keeley, whose address is P.O. Box 247, Great Valley, NY 14741 and who, after being duly sworn by me, deposes and said:

I was well and truly acquainted with Miriam A. Quinn, f/k/a Miriam A. Murphy, having known the decedent for a period of 50 years. The decedent died on 3/23/2011, in Franklin County, State of Ohio and being a resident of Columbus, Ohio at the time of death.

1. Did deceased leave a will? Yes ___ No (if yes provide a certified copy of recorded will)
2. If there is a will, has it been probated? Yes ___ No ___
3. Is there a surviving spouse? Yes ___ No (Divorced)
4. Did the deceased have children? Yes ___ No (if yes, provide total number of children _____)
5. If there is a surviving spouse and children, are all of the deceased's children also the biological children of the surviving spouse (not stepchildren) Yes ___ No
6. Are there surviving parents? Yes ___ No
7. Are/were there brothers or sisters? Yes ___ No

Below are the names, addresses, telephone numbers and relationship to the deceased for:

If there is no Will: All the living heirs of the deceased to include spouse, children, stepchildren, and heirs of deceased children. If decedent had no children, then also list living parents, brothers and sisters, and heirs of deceased brothers and sisters.

If there is a Will: Any beneficiaries/devisees named in the will and surviving spouse.

NAME	ADDRESS	PHONE	RELATIONSHIP
Tara I. Keeley			Sister
A. Elaine Murphy	Deceased	3/17/1984	Mother
Hiland Murphy	Deceased	2/6/1969	Father

AFFIANT:

Tara I. Keeley
 Tara I. Keeley

Subscribed and sworn to before me on this 31st day of March, 2015

My Commission Expires: _____

Brenda Matuskiewicz
 Signature/Notary Public

BRENDA S. MATUSKIEWICZ #02846079465
 Notary Public, State of New York
 Qualified in Cattaraugus Co.
 My Commission Expires 9/26/2018

 Name/Notary Public (PRINT)

HONOR RESOURCES COMPANY
 117 MULBERRY STREET
 RAVENSWOOD, WV 26164-1005

Document prepared by: SWN Production Company, L.L.C., 1000 Energy Drive, Spring, Texas 77389

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

Date of Notice Certification: 6/23/15

API No. 47- 69 -
Operator's Well No. OV Royalty Trust LLC BRK 8H
Well Pad Name: OV Royalty Trust PAD

Notice has been given:

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

State:	<u>WV</u>	UTM NAD 83	Eastings:	<u>535337.354</u>
County:	<u>009-Brooke</u>		Northing:	<u>4459553.688</u>
District:	<u>1-Buffalo</u>	Public Road Access:	<u>Brinker Road</u>	
Quadrangle:	<u>247-Bethany</u>	Generally used farm name:	<u>Linda Greathouse</u>	
Watershed:	<u>Upper Ohio South</u>			

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

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

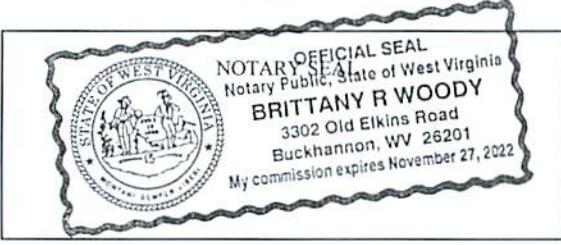
The Operator shall attach to this Notice Certification Form all Notice Forms and Certifications of Notice that have been provided to the required parties and/or any associated written waivers. For the Public Notice, the operator shall attach a copy of the Class II Legal Advertisement with publication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

JUN 25 2015

Certification of Notice is hereby given:

THEREFORE, I _____, have read and understand the notice requirements within West Virginia Code § 22-6A. I certify that as required under West Virginia Code § 22-6A, I have served the attached copies of the Notice Forms, identified above, to the required parties through personal service, by registered mail or by any method of delivery that requires a receipt or signature confirmation. I certify under penalty of law that I have personally examined and am familiar with the information submitted in this Notice Certification and all attachments, and that based on my inquiry of those individuals immediately responsible for obtaining the information, I believe that the information is true, accurate and complete. I am aware that there are significant penalties for submitting false information, including the possibility of fine and imprisonment.

Well Operator:	<u>SWN Production Co., LLC</u>	Address:	<u>P.O. Box 1300</u>
By:	<u>Dee Southall</u>		<u>Jane Lew, WV 26378</u>
Its:	<u>Regulatory Supervisor</u>	Facsimile:	<u>304-471-2497</u>
Telephone:	<u>304-884-1610</u>	Email:	<u>Dee_Southall@swn.com</u>



Subscribed and sworn before me this 28th day of May 2015
Brittany R Woody Notary Public
 My Commission Expires 11/27/2022

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.

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RECEIVED
 Office of Oil and Gas
 JUN 25 2015
 WV Department of
 Environmental Protection

WW-6A
(9-13)

API NO. 47- 09 -
OPERATOR WELL NO. OV Royalty Trust LLC BRK BH
Well Pad Name: OV Royalty Trust PAD

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: 6/23/15 Date Permit Application Filed: 6/23/15

Notice of:

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

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

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

4700900164

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

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

SURFACE OWNER(s)
Name: The Trust of Gene Valentine
Address: PO Box 31
Wellsburg, WV 26070

Name: _____
Address: _____

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

Name: _____
Address: _____

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

COAL OWNER OR LESSEE
Name: Windsor Coal Company
Address: 1000 Consol Energy Drive
Canonsburg, PA 26059

COAL OPERATOR
Name: _____
Address: _____

SURFACE OWNER OF WATER WELL AND/OR WATER PURVEYOR(s)
Name: The Trust of Gene Valentine
Address: PO Box 31
Wellsburg, WV 26070

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

*Please attach additional forms if necessary

RECEIVED
Office of Oil and Gas
JUN 25 2015
WV Department of Environmental Protection

Notice is hereby given:

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

This Notice Shall Include:

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

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

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

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

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

Well Location Restrictions

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

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

Water Well Testing:

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

Water Testing Laboratories:

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

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

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

4700900164

Written Comment:

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

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

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Office of Oil and Gas

JUN 25 2015

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.

WV Department of
Environmental Protection

Time Limits and Methods for Filing Comments.

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

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

Comment Requirements

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

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

Permit Denial or Condition

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

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

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

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

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Office of Oil and Gas
JUN 25 2015
WV Department of
Environmental Protection

WW-6A
(8-13)

API NO. 47- 09 -
OPERATOR WELL NO. OV Royalty Trust LLC BRK BH
Well Pad Name: OV Royalty Trust PAD

Notice is hereby given by:

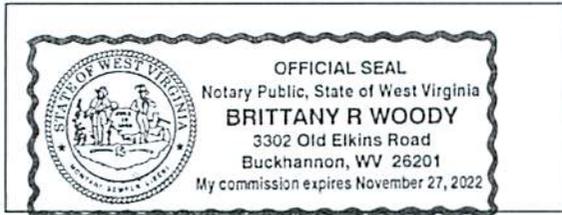
Well Operator: SWN Production Co., LLC
Telephone: 304-884-1610
Email: Dee_Southall@swn.com



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

Oil and Gas Privacy Notice:

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



Subscribed and sworn before me this 2nd day of June 2015.
Brittany R Woody Notary Public
My Commission Expires 11/27/2020

4700900164

RECEIVED
Office of Oil and Gas
JUN 25 2015
WV Department of
Environmental Protection

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

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

Notice Time Requirement: Notice shall be provided at least TEN (10) days prior to filing a permit application.
Date of Notice: 05/29/2015 **Date Permit Application Filed:** 6/23/15

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

HAND DELIVERY CERTIFIED MAIL RETURN RECEIPT REQUESTED

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

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

Name: The Trust of Gene Valentine
Address: PO Box 31
Wellsburg, WV 26070

Name: _____
Address: _____

Notice is hereby given:

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

State:	<u>West Virginia</u>	UTM NAD 83	Easting:	<u>535337.354</u>
County:	<u>Brooke</u>		Northing:	<u>4459553.688</u>
District:	<u>Cross Creek</u>	Public Road Access:	<u>Rabbit Hill Road</u>	
Quadrangle:	<u>Steubenville East</u>	Generally used farm name:	<u>OV Royalty Trust, LLC</u>	
Watershed:	<u>Upper Ohio South</u>			

This Notice Shall Include:

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

Notice is hereby given by:

Well Operator: Southwestern Energy Production Company, LLC
Address: 179 Innovation Drive
Jane Lew, WV 26378
Telephone: 304-517-6603
Email: steve_perkins@swn.com
Facsimile: 304-461-2497

Authorized Representative: Dee Southhall
Address: 179 Innovation Drive
Jane Lew, WV 26378
Telephone: 304-884-1614
Email: dee_southhall@swn.com
Facsimile: 304-461-2497

Oil and Gas Privacy Notice:

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

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JUN 25 2015
WV Department of
Environmental Protection

**STATE OF WEST VIRGINIA
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: 05/29/2015 **Date Permit Application Filed:** 6/23/15

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

- CERTIFIED MAIL HAND
RETURN RECEIPT REQUESTED DELIVERY

Pursuant to W. Va. Code § 22-6A-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: <u>The Trust of Gene Valentine</u>	Name: _____
Address: <u>PO Box 31</u>	Address: _____
<u>Wellsburg, WV 26070</u>	_____

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: <u>West Virginia</u>	UTM NAD 83	Easting: <u>535337.354</u>
County: <u>Brooke</u>		Northing: <u>4459553.688</u>
District: <u>Cross Creek</u>	Public Road Access: <u>Rabbit Hill Road</u>	
Quadrangle: <u>Steubenville East</u>	Generally used farm name: <u>OV Royalty Trust, LLC</u>	
Watershed: <u>Upper Ohio South</u>		

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 § 22-6A-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 601 57th Street, SE, Charleston, WV 25304 (304-926-0450) or by visiting www.dep.wv.gov/oil-and-gas/pages/default.aspx.

Well Operator: <u>Southwestern Energy Production Company, LLC</u>	Address: <u>179 Innovation Drive</u>
Telephone: <u>304-517-6603</u>	<u>Jane Lew, WV 26378</u>
Email: <u>steve_perkins@swn.com</u>	Facsimile: <u>304-461-2497</u>

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.

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WEST VIRGINIA DEPARTMENT OF TRANSPORTATION

Division of Highways

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

Earl Ray Tomblin
Governor

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

June 1, 2015

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

Subject: DOH Permit for the OV Royalty Trust LLC Pad, Brooke County
OV Royalty Trust LLC BRK 8H

4700900155

Dear Mr. Martin,

The West Virginia Division of Highways has transferred Permit #06-2011-0113 for the subject site to Southwestern Energy for access to the State Road for the well site located off of Brooke County Route 18 SLS.

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

Very Truly Yours,

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

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

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Supplier Name	Product Name	Product Use	Chemical Name	CAS Number
NALCO ONESOURCE	EC6110A	Biocide	Ethanol	000064-17-5
			Glutaraldehyde (Pentanediol)	000111-30-8
			Quaternary Ammonium Compounds	N/A-063
	EC6629A	Biocide	No Hazardous Components	NONE
WEATHERFORD	WBK-133 OXIDIZER	Breaker	Ammonium Persulfate	007727-54-0
	WBK-134	Breaker	Ammonium Persulfate	007727-54-0
			Crystalline Silica (Quartz Sand, Silicon Dioxide)	014808-60-7
	WCS-631LC	Clay Stabilizer	Proprietary Non Hazardous Salt	N/A-229
			Water	007732-18-5
	WFR-55LA	Friction Reducer	No Hazardous Components	NONE
	WGA-15L	Gel	Petroleum Distillate Hydrotreated Light	064742-47-8
	WPB-584-L	Buffer	Potassium Carbonate	000584-08-7
			Potassium Hydroxide	001310-58-3
	WXL-101LE	Corsslinker	No Hazardous Components	NONE
	WXL-101LM	Crosslinker	Petroleum Distillate Hydrotreated Light	064742-47-8
	WXL-105L	Crosslinker	Water	007732-18-5
			Ethylene Glycol	000107-21-1
Boric Acid			010043-35-3	
Ethanolamine			000141-43-5	
SCHLUMBERGER	B244 Green-Cide 25G	Biocide	Glutaraldehyde	111-30-8
	L071 Temporary Clay Stabilizer	Clay Stabilizer	Cholinium Chloride	67-48-1
	Breaker J218	Breaker	Diammonium Peroxidisulphate	7727-54-0
	EB-Clean* J475 Breaker		Diammonium Peroxidisulphate	7727-54-0
	Friction Reducer B315	Friction Reducer	Distillates (petroleum), Hydrotreated light Aliphatic Alcohol Glycol Ether	64742-47-8 Proprietary
	Friction Reducer J609		Ammonium Sulfate	7783-20-2

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Supplier Name	Product Name	Product Use	Chemical Name	CAS Number
SCHLUMBERGER	Water Gelling Agent J580	Gel	Carbohydrate Polymer	Proprietary
	Scale Inhibitor B317	Scale Inhibitor	Trisodium ortho phosphate Ethane-1, 2-diol	7601-54-9 107-21-1
	Borate Crosslinker J532	Crosslinker	Aliphatic polyol Sodium tetraborate decahydrate	Proprietary 1303 96-4
	Crosslinker J610		Aliphatic polyol Potassium hydroxide	Proprietary 1310 58-3

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Supplier Name	Product Name	Product Use	Chemical Name	CAS Number
BAKER HUGHES	ALPHA 1427	Biocide	Didecyl Dimethyl Ammonium Chloride	007173-51-1
			Ethanol	000064-17-5
			Glutaraldehyde (Pentanediol)	000111-30-8
			Quaternary Ammonium Compound	068424-85-1
			Water	007732-18-5
	BF-7L	Buffer	Potassium Carbonate	000584-08-7
	ClayCare	Clay Stabilizer	Choline Chloride	000067-48-1
			Water	007732-18-5
	Enzyme G-I	Breaker	No Hazardous Components	NONE
	ENZYME G-NE	Breaker	No Hazardous Components	NONE
	FRW-18	Friction Reducer	Petroleum Distillate Hydrotreated Light	064742-47-8
	GW-3LDF	Gel	Petroleum Distillate Blend	N/A-014
			Polysaccharide Blend	N/A-021
	SCALETROL 720	Scale Inhibitor	Diethylene Glycol	000111-46-6
Ethylene Glycol			000107-21-1	
XLW-32	Crosslinker	Boric Acid	010043-35-3	
		Methanol (Methyl Alcohol)	000067-56-1	
FRAC TECH SERVICES	APB01 (AMMONIUM PERSUFATE BREAKER)	Breaker	Ammonium Persulfate	007727-54-0
	B05 (LOW PH BUFFER)	Buffer	Acetic acid	000064-19-7
	BXL03 Borate XL Delayed High Temp	Crosslinker	No Hazardous Components	NONE
	FRW-200	Friction Reducer	No Hazardous Components	NONE
	HVG01 (TURQUOISE-1 BULK)	Gelling Agent	Petroleum Distillate Hydrotreated Light	064742-47-8
	KCLS-4	Clay Stabilizer	No Hazardous Components	NONE
	LTB-1	Breaker	Ammonium Persulfate	N/A

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