



west virginia department of environmental protection

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

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

PERMIT MODIFICATION APPROVAL

January 06, 2015

NOBLE ENERGY, INC.
333 TECHNOLOGY DRIVE, SUITE 116
CANONSBURG, PA 15317

Re: Permit Modification Approval for API Number 5101767 , Well #: SHL 22 HHS
Lengthen 13 5/8" casing

Oil and Gas Operator:

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

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

Sincerely,

Gene Smith
Assistant Chief of Permitting
Office of Oil and Gas



Office of Oil & Gas
601 57th street, SE
Charleston, WV 25304-2345

November 17, 2014

Re: SHL 22 GHS (API 051-01789) and HHS (API 051-01767) Casing Modifications

To Office of Oil and Gas:

Enclosed please find casing modifications for the above referenced permit applications. The permits have not been issued to date, if possible can you please switch out the pages, if not, I would like to modify the permits lengthening the 13 5/8 casing due to formation conditions.

Should you have any questions or desire additional information, please do not hesitate to contact me at dswiger@nobleenergyinc.com or 724-820-3061.

Sincerely,

A handwritten signature in black ink, appearing to read 'Dee Swiger', written over a faint circular stamp.

Dee Swiger
Regulatory Analyst III

DS/

Enclosures:

Received
Office of Oil & Gas

NOV 20 2014

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

1) Well Operator: Noble Energy, Inc. 494501907 051 - Marshall Sandhill Valley Grove
Operator ID County District Quadrangle

2) Operator's Well Number: SHL 22 HHS Well Pad Name: SHL 22

3) Farm Name/Surface Owner: Noble Energy, Inc. Public Road Access: Staniford Hill Road County Rte 9

4) Elevation, current ground: 1322' Elevation, proposed post-construction: 1321.50'

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

(b) If Gas Shallow Deep
Horizontal

6) Existing Pad: Yes or No No

JN 11/13/2014

7) Proposed Target Formation(s), Depth(s), Anticipated Thickness and Associated Pressure(s):
Marcellus 6641' / 6690' Thick 49' / 4415 psi

8) Proposed Total Vertical Depth: 6680'

9) Formation at Total Vertical Depth: Marcellus

10) Proposed Total Measured Depth: 14,533'

11) Proposed Horizontal Leg Length: 7,159'

12) Approximate Fresh Water Strata Depths: 210'

13) Method to Determine Fresh Water Depths: nearest offset wells

14) Approximate Saltwater Depths: None

15) Approximate Coal Seam Depths: 770' - 780' Pittsburgh Coal Seam Existing Perimeter Barrier/ Proposed Interior Barrier

16) Approximate Depth to Possible Void (coal mine, karst, other): None

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: Shoemaker Mine
Depth: 770'-780'
Seam: Pittsburgh No. 8
Owner: Consolidation Coal Company (Murray American Energy Inc.)

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CASING AND TUBING PROGRAM

TYPE	Size	New or Used	Grade	Weight per ft. (lb/ft)	FOOTAGE: For Drilling	INTERVALS: Left in Well	CEMENT: Fill-up (Cu. Ft.)
Conductor	30"	New	LS	117#	40'	40'	GTS
Fresh Water	20"	New	J-55	94#	360'	360'	CTS 30% excess Yield = 1.18
Coal	13 3/8"	New	J-55	54.5#	1180' due to Red rock issues	1180' due to Red rock issues	CTS 30% excess Yield = 1.18
Intermediate	9 5/8"	New	J-55	36.0#	3139'	3139'	CTS 20% excess Yield = 1.19
Production	5 1/2"	New	P-110	20.0#	14,533'	14,533'	10% excess Yield = 1.27 TOC=200' above 9.625" shoe
Tubing							
Liners							

JN 11/13/2014

TYPE	Size	Wellbore Diameter	Wall Thickness	Burst Pressure	Cement Type	Cement Yield (cu. ft./k)
Conductor	30"	36"	0.375		Stabilize to surface with fill/soil	to surface
Fresh Water	20"	26"	0.438	2730	Type 1	30% excess Yield = 1.18
Coal	13 3/8"	17.5	0.380	2730	Type 1	30% Excess Yield = 1.18
Intermediate	9 5/8"	12.3/8"	.352	3520	Class A	20% excess Yield = 1.19 to surface
Production	5 1/2"	8.75" - 8.5"	.361	12,640	Class A	10% excess Yield = 1.27 TOC=200' above 9.625" shoe
Tubing						
Liners						

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Sizes:				
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JN 11/13/2014

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

Drill the vertical depth to the Marcellus at an estimated total vertical depth of approximately 6,680 feet. Drill Horizontal leg - stimulate and be capable of producing from the Benson to the Marcellus Formation. Should we encounter red rock / formation issues set the 13 3/8 to next component formation. Should we encounter a unanticipated void we will install a minimum of 20' of casing below the void but not more than 100' below the void, set a basket and grout to surface.

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

The stimulation will be multiple stages divided over the lateral length of the well. Stage spacing is dependent upon engineering design. Slickwater fracturing technique will be utilized on each stage using sand, water, and chemicals. our maximum pressure is not to exceed 10,000 lbs. Please refer to attached list.

21) Total Area to be disturbed, including roads, stockpile area, pits, etc., (acres): 21.01

22) Area to be disturbed for well pad only, less access road (acres): 10.102

23) Describe centralizer placement for each casing string:

Conductor - No centralizers used. Fresh Water/Surface - centralized every three joints to surface. Coal - Bow Spring on first two joints then every third joint to 100' from surface. Intermediate - Bow Springs centralizers every third joint to 100' from Surface. Production - Rigid bow springs every third joint from KOP to TOC, rigid bow springs every joint to KOP.

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

See attached sheets - Conductor - GTS. Fresh Water - 15.6 ppg Type 1 cement with flake and +2% CaCl, 0.25# lost circ., 30% excess yield = 1.18. Coal-15.6 ppg Type 1 +2% CaCl, 0.25# Lost Circ 30% Excess Yield = 1.18 Intermediate- 15.6 ppg Class A +0.4% Ret, 0.15% Disp, 0.2% Anti Foam, 0.125# sk Lost circ. 20% Excess Yield = 1.19 To Surface. Production - 14.8 ppg Class A 25:75:0 System +2.6% cement extender, 0.7 Fluid Loss additive, 0.45% high temp retarder, 0.2% fiction reducer 10% excess Yield = 1.27 TOC >= 200' above 9.625" shoe. See attached approved variance from WV DEP.

25) Proposed borehole conditioning procedures:

Conductor - The hole is drilled w/ air and casing is run in air. Apart from insuring the hole is clean via air circulation at TD, there are no other conditioning procedures. Coal and Fresh Water/Surface -The hole is drilled w/air and casing is run in air. Once casing is at setting depth, circulate a minimum of one hole volume prior to pumping cement. Intermediate - Once surface casing is set and cemented Intermediate hole is drilled either on air or SOBMs and filled w/ KCl water once filled w/ KCl water once drilled to TD. The well is conditioned with KCl circulation prior to running casing. Once casing is at setting depth, the well is circulated a minimum of one hole volume prior to pumping cement. Production - The hole is drilled with synthetic oil base mud and once at TD the hole is circulated at maximum allowable drilling pump rate for at least 6X bottoms up. Once on bottom with casing, circulate a minimum of one hole volume prior to pumping cement.

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*Note: Attach additional sheets as needed.

NOV 20 2014

WW-6AW
(1-12)

API NO. 47-051-01767 MOD
OPERATOR WELL NO. SHL22HHS
Well Pad Name: SHL22

STATE OF WEST VIRGINIA
DEPARTMENT OF ENVIRONMENTAL PROTECTION, OFFICE OF OIL AND GAS
VOLUNTARY STATEMENT OF NO OBJECTION

Instructions to Persons Named on Page WW-6A

The well operator named on page WW-6A is applying for a permit from the State of West Virginia to conduct oil or gas well work. Well work permits are valid for twenty-four (24) months. Please contact the listed well operator and the Office of Oil and Gas if you do not own any interest in the listed surface tract.

Comment and Waiver Provisions

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.

Pursuant to West Virginia Code § 22-6A-8(b) No permit may be issued less than thirty days after the filing date of the application for any well work except plugging or replugging; and no permit for plugging or replugging may be issued less than five days after the filing date of the application except a permit for plugging or replugging a dry hole: *Provided*, That if the applicant certifies that all persons entitled to notice of the application under the provisions of subsection (b), section ten of this article have been served in person or by certified mail, return receipt requested, with a copy of the well work application, including the erosion and sediment control plan, if required, and the well plat, and further files written statements of no objection by all such persons, the secretary may issue the well work permit at any time.

VOLUNTARY STATEMENT OF NO OBJECTION

I, Alex O'Neill, hereby state that I have read the Instructions to Persons Named on Page WW-6A and the associated provisions listed above, and that I have received copies of a Notice of Application, an Application for a Well Work Permit on Form WW-6A and attachments consisting of pages one (1) through _____, including the erosion and sediment control plan, if required, and the well plat, all for proposed well work on the tract of land as follows:

State:	<u>West Virginia</u>	West Virginia	East:	<u>1,698,414.953 ft</u>
County:	<u>Marshall</u>	North State Plane	North:	<u>552,154.199 ft</u>
District:	<u>Sand Hill</u>	NAD 27	Public Road Access:	<u>Staniford Hill Road County Rte. 9</u>
Quadrangle:	<u>VALLEY GROVE</u>	Generally used farm name:		<u>Consol</u>
Watershed:	<u>Wheeling Creek</u>			

I further state that I have no objection to the planned work described in these materials, and I have no objection to a permit being issued on those materials, **provided that NOBLE ENERGY, INC. drills the well on West Virginia North State Plane NAD 27 coordinates of North 552,154.199 ft, East 1,698,414.953 ft in accordance with the Agreement between Consolidation Coal Company, Murray American Energy, Inc. and NOBLE ENERGY, INC. dated 8/19/2014.**

<input type="checkbox"/> SURFACE OWNER <input type="checkbox"/> SURFACE OWNER (Road and/or Other Disturbance) <input type="checkbox"/> SURFACE OWNER (Impoundments/Pits) <input checked="" type="checkbox"/> COAL OWNER OR LESSEE <input checked="" type="checkbox"/> COAL OPERATOR <input type="checkbox"/> WATER PURVEYOR <input type="checkbox"/> OPERATOR OF ANY NATURAL GAS STORAGE FIELD	<p>FOR EXECUTION BY A NATURAL PERSON</p> Signature: _____ Print Name: _____ Date: _____
	<p>FOR EXECUTION BY A CORPORATION, ETC.</p> Company: <u>Consolidation Coal Company</u> By: <u>Alex O'Neill</u> Its: <u>Coal, Oil & Gas Relations Manager</u> Signature: _____ Date: <u>1/6/2015</u>

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JAN - 6 2014

Office of Oil and Gas
WV Dept. of Environmental Protection

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

Alex P. O'Neill
Consolidation Coal Company
(Murray Energy)
46226 National Road
St. Clairsville, Ohio 43950

Down 4705101767

7011 0110 0000 7548 2399
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Alex P. O'Neill
Consolidation Coal Company
(Murray Energy)
46226 National Road
St. Clairsville, Ohio 43950



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CASING AND TUBING PROGRAM

TYPE	<u>Size</u>	<u>New or Used</u>	<u>Grade</u>	<u>Weight per ft. (lb/ft)</u>	<u>FOOTAGE: For Drilling</u>	<u>INTERVALS: Left in Well</u>	<u>CEMENT: Fill-up (Cu. Ft.)</u>
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Production	5 1/2"	New	P-110	20.0#	13,471'	13,471'	10% excess Yield = 1.27 TOC=200' above 9.625" shoe
Tubing							
Liners							

TYPE	<u>Size</u>	<u>Wellbore Diameter</u>	<u>Wall Thickness</u>	<u>Burst Pressure</u>	<u>Cement Type</u>	<u>Cement Yield (cu. ft./k)</u>
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Tubing						
Liners						

PACKERS

Kind:				<div style="font-size: 2em; font-weight: bold; opacity: 0.5;">Received</div> <div style="font-size: 1.5em; font-weight: bold; margin-top: 10px;">JAN - 5 2014</div>
Sizes:				
Depths Set:				

Office of Oil and Gas
WW Dept. of Environmental Protection

4705101767 MOD

AGREEMENT
FOR
COAL WAIVER AND CONDITIONAL DRILLING ACTIVITY

This Agreement, effective this 19 day of August, 2014, by and between, CONSOLIDATION COAL COMPANY, a Delaware Corporation, and Murray American Energy, Inc., a Delaware Corporation, both of whose mailing address is 46226 National Road, St. Clairsville, OH 43905, hereinafter collectively referred to as "COMPANY,"

A N D

NOBLE ENERGY, INC., a Delaware Corporation, having a place of business at 1001 Noble Energy Way, Houston, Texas 77070, hereinafter referred to as "NOBLE."

PREAMBLE

WHEREAS, COMPANY intends to apply to the West Virginia Department of Environmental Protection for a permit to drill and develop gas wells listed in Table 1 on the pad known as the SHL22 wells at a location in Sandhill District, Marshall County, West Virginia; and

WHEREAS, COMPANY through itself and/or any one or more of its affiliates, owns or controls the Pittsburgh #8 seam of coal at the proposed location of the proposed SHL22 wells and said wells when drilled will penetrate the Pittsburgh #8 seam of coal; and

WHEREAS, NOBLE has a regulatory obligation and responsibility to notify coal seam owners of its intent to drill and develop oil/gas wells through such coal seams; and

WHEREAS, NOBLE has requested COMPANY to sign a WW-6AW Voluntary Statement of No Objection form, which COMPANY is willing to sign subject to the conditions set forth in this agreement.

NOW, THEREFORE, in consideration of the commitments set forth herein and intending to be legally bound hereby the parties do hereby agree as follows:

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1. The approved surface locations of the proposed SHL22 wells are listed in Table 1 in WV State Plane North NAD 27 coordinate system. The SHL22 wells shall only be drilled at these surface locations. This proposed SHL22 location supersedes all previously agreed upon SHL22 locations. All previous SHL22 Agreements are hereby null and void.

Table 1: Well Locations

Well Name	Northing	Easting
SHL22AHS	552058.432	1698312.837
SHL22BHS	552072.113	1698327.425
SHL22CHS	552085.793	1698342.013
SHL22DHS	552099.475	1698356.601
SHL22EHS	552113.156	1698371.190
SHL22FHS	552126.837	1698385.777
SHL22GHS	552140.517	1698400.366
SHL22HHS	552154.199	1698414.953

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2. The proposed SHL22 wells are located in an existing perimeter barrier and proposed interior barrier of the active Shoemaker Mine. Hence, the drilling of the proposed SHL22 wells shall strictly follow the procedures set forth in this Agreement.
3. COMPANY shall develop procedures and submit well protection pillar permit applications to the applicable coal mining regulatory authorities to secure approval to drill the proposed SHL22 near, around, or adjacent to existing mine workings. COMPANY will design the protection pillar to provide a minimum coal barrier of fifty feet (50') from its existing underground mining activities to the location of the active SHL22 wells within the Pittsburgh #8 coal seam.
4. COMPANY shall provide NOBLE with a copy of the procedures and well protection pillar permit applications for NOBLE's review prior to submittal to the applicable coal mining regulatory agencies.
5. Once all the required approvals are received to drill the proposed SHL22 wells near, around, or adjacent to the existing mine workings, NOBLE may proceed with the drilling of SHL22 wells in accordance to the procedures and requirements of this Agreement, provided that NOBLE shall also comply with any and all requirements applicable to NOBLE imposed by the coal mining regulatory agencies within the approvals.
6. NOBLE agrees that if a coal mining regulatory agency does not approve the proposed well protection pillar permit or the procedures and plans to drill the proposed SHL22 wells near, around or adjacent to the existing

mine workings, this Agreement is voided and is no longer in effect and COMPANY rescinds its consent to drill the SHL22 wells.

7. NOBLE shall provide COMPANY with written notification at least two (2) weeks prior to the commencement of well drilling activities to provide sufficient time for COMPANY to verify and approve the surveyed location of the proposed wells. NOBLE and COMPANY shall maintain continued communication during the well drilling process.
8. Once the surveyed surface location is verified, NOBLE may drill from the surface pad to a depth no closer than twenty feet (20') from the top of the Pittsburgh #8 coal seam.
9. NOBLE shall then, at its expense, have a well deviation survey conducted in the well boring from the surface to the drilled depth approximately twenty feet (20') above the Pittsburgh #8 coal seam and shall promptly provide the certified results of the deviation survey to COMPANY. The well shall be limited to a total deviation not to exceed one percent (1%) to assure the well boring will penetrate through the Pittsburgh #8 coal seam within the area approved by the coal mining regulatory agencies.
10. NOBLE shall use water, water sprays, drilling soap or other approved drilling fluids while drilling after the surface casing is installed through the Pittsburgh #8 coal seam and continue drilling with fluids until the steel coal protection casing is effectively installed and cemented in place below the Pittsburgh #8 coal seam in accordance with all rules, regulations, and approvals for the drilling operation.
11. If the drilled well boring is less than or equal to the required one percent (1%) maximum deviation, NOBLE may proceed with its planned drilling activities in accordance to all applicable laws and regulations. NOBLE and COMPANY shall continue to maintain communication through the completion of the well drilling and installation processes.
12. If the well boring deviation exceeds one percent (1%), NOBLE may elect to take measures within the well boring above the coal seam to correct the well drilling deviation to assure the well boring will penetrate through the Pittsburgh #8 coal seam within the required one percent (1%) deviation area. If NOBLE is unable to make the necessary corrections to limit the well deviation to one percent (1%), NOBLE shall cease drilling activities and, at its expense, grout the well boring completely from the bottom of the well boring to the surface using approved procedures to assure a uniform and complete sealing of the drilled well boring.
13. NOBLE shall immediately provide all records and certified results of the deviation surveys to COMPANY.

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14. COMPANY plans to mine its coal reserve utilizing full extraction techniques to fully mine and remove the entire coal seam in those areas where such mining is planned and COMPANY has acquired the legal property rights and regulatory permits to conduct such mining activities. Full extraction mining causes surface subsidence that may affect surface structures. The mining subsidence may also create lateral stresses within the geologic overburden above the coal seam.
- a. NOBLE accepts all responsibility to monitor, maintain, mitigate, and repair all of its facilities including wells, pipelines, compressor stations, all surface facilities, and appurtenant facilities from the effects of subsidence from the underground mining activities of COMPANY.
 - b. NOBLE shall be solely responsible for all costs and expenses to monitor, maintain, mitigate and repair any and all of its facilities that are constructed and installed after the effective date of this Agreement from the effects of subsidence from the underground mining activities of COMPANY.
 - c. COMPANY and NOBLE agree to employ the principals of common law property rights (the party that does not have superior property rights is responsible) for all subsidence related costs and expenses relating to surface facilities that are in place and operational on the effective date of this Agreement.
15. COMPANY and NOBLE agree to fully cooperate and support each other's permitting and regulatory approval activity. Each party agrees that it will not object to any permit submittal nor will it appeal any permit approval provided that the terms and conditions of this Agreement are followed.
16. This Agreement shall extend to and be binding upon the heirs, successors, assigns, legal representatives, affiliates and joint venture partners of the parties hereto.
17. This Agreement is made subject to that certain Joint Development Agreement dated September 30, 2011, by and between CNX Gas Company LLC and NOBLE as amended and assigned as of the date of this Agreement. In the event any of the terms of this Agreement conflict with the terms of the Joint Development Agreement, the terms of the Joint Development Agreement shall control.
18. No amendment, modification, or waiver of any provision of the Agreement shall be valid, unless in writing signed by both parties.

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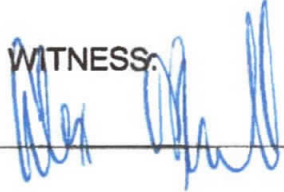
19. This Agreement may be executed in a number of counterparts, each of which shall be considered an original for all purposes, but shall not be binding until fully executed by all parties.

In WITNESS WHEREOF, each of CONSOLIDATION COAL COMPANY, MURRAY AMERICAN ENERGY, INC. and NOBLE ENERGY, INC. has executed this Agreement intending to be legally bound hereby.


WITNESS: 

CONSOLIDATION COAL COMPANY

By: 
Name: JASON D. WITT
Title: SECRETARY

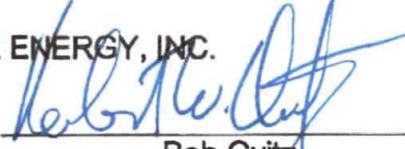
WITNESS: 

MURRAY AMERICAN ENERGY, INC.

By: 
Name: JASON D. WITT
Title: SECRETARY

WITNESS: 

NOBLE ENERGY, INC.

By: 
Name: Bob Ovitiz JRA
Title: Senior Operations Manager

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Office of Oil and Gas
WV Dept. of Environmental Protection

SHL #22

Hankins, Melanie S

From: Dolores Swiger <Dee.Swiger@nblenergy.com>
Sent: Monday, January 05, 2015 5:35 PM
To: Hankins, Melanie S
Subject: RE: Notice of Deficiency: Modification Request for SHL 22 HHS (API 051-01767)
Attachments: SHL 22 G and H Mod. Certified Receipt.pdf; SHL 22 G Casing Mod.pdf; SHL 22 HHS Casing Mod.pdf; SHL22 - Coal Agreement 2.pdf

Hi Melanie~

Hope you had a good Christmas and New Year.

I never even thought about needing to notice the coal owner. Sorry. I sent it to Alex today via certified and also sent him a email requesting he sign and send back to me. I also attached a separate Coal Agreement that we enter with the coal company if that helps at all.

As soon as he signs and sends waiver back to me I will forward it on to you.

Thanks again,

Dee

From: Hankins, Melanie S [<mailto:Melanie.S.Hankins@wv.gov>]
Sent: Monday, January 05, 2015 3:56 PM
To: Dolores Swiger
Subject: Notice of Deficiency: Modification Request for SHL 22 HHS (API 051-01767)

Dee,

I am reviewing the Modification Request for SHL 22 HHS (API 051-01767). Since this request is to lengthen the coal protection casing the Coal Owners/Operators/Lessees will need to be noticed for this request. Please send copies of the notice and mail receipts to my attention. If you have any questions please let me know.

Thanks,

Melanie S. Hankins

Environmental Technician

West Virginia Department of Environmental Protection

Office of Oil & Gas

601 57th St. SE

Charleston, WV 25304

(304) 926-0499 ext. 1649

(304) 926-0452 fax

Melanie.S.Hankins@wv.gov