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**west virginia** department of environmental protection

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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

May 27, 2015

**WELL WORK PERMIT**

**Horizontal 6A Well**

This permit, API Well Number: 47-5101835, issued to NOBLE ENERGY, INC., 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: MND 1 CHS  
Farm Name: CONSOLIDATION COAL COMPA  
**API Well Number: 47-5101835**  
**Permit Type: Horizontal 6A Well**  
Date Issued: 05/27/2015

**Promoting a healthy environment.**

**05/29/2015**

## PERMIT CONDITIONS

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

### CONDITIONS

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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 fifty (50) 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](mailto:DEPOOGNotify@wv.gov) within 30 days of commencement of drilling.

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API NO. 47-051 - 01835  
OPERATOR WELL NO. MND 1 CHS  
Well Pad Name: MND 1

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

API 051-01835

1) Well Operator: Noble Energy, Inc. Operator ID: 494501907 County: Marshall District: Clay Quadrangle: Powhatan Point

2) Operator's Well Number: MND 1 CHS Well Pad Name: MND 1

3) Farm Name/Surface Owner: Murray Energy Corporation (formerly Consol) Public Road Access: County Highway 88/8

4) Elevation, current ground: 1150.37' Elevation, proposed post-construction: 1152.08'

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

(b) If Gas Shallow  Deep   
Horizontal

6) Existing Pad: Yes or No No

7) Proposed Target Formation(s), Depth(s), Anticipated Thickness and Associated Pressure(s):  
Marcellus 6315 - 6370' / 55' Thick / 4204 psi

8) Proposed Total Vertical Depth: 6,360'

9) Formation at Total Vertical Depth: Marcellus

10) Proposed Total Measured Depth: 13,520'

11) Proposed Horizontal Leg Length: 6,360'

12) Approximate Fresh Water Strata Depths: 521', 801', 898', 947'

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

14) Approximate Saltwater Depths: None

15) Approximate Coal Seam Depths: 687'-697'

16) Approximate Depth to Possible Void (coal mine, karst, other): None anticipated, drilling in pillar-mine maps attached

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: Wells are located in abandoned area of Mc Elroy Mine  
Depth: 692' to seam base  
Seam: Pittsburgh #8  
Owner: Consol Mining Company, LLC

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WV Dept. of Environmental Protection

18)

**CASING AND TUBING PROGRAM**

<b>TYPE</b>	<b>Size (in)</b>	<b>New or Used</b>	<b>Grade</b>	<b>Weight per ft. (lb/ft)</b>	<b>FOOTAGE: For Drilling (ft)</b>	<b>INTERVALS: Left in Well (ft)</b>	<b>CEMENT: Fill-up (Cu. Ft.)/CTS</b>
Conductor	20"	New	LS	94	40' minimum or to next competent formation, but no deeper than 1st freshwater	40' minimum or to next competent formation, but no deeper than 1st freshwater	CTS
Fresh Water	13 3/8"	New	J-55	54.5	1097' or to next competent formation no deeper than elevation	1097' or to next competent formation no deeper than elevation	CTS 30% excess Yield = 1.18
Coal	"	"	"	"			
Intermediate	9 5/8"	New	J-55	36.0	2437' or 250' below the fifth sand	2437' or 250' below the fifth sand	CTS 20% excess Yield = 1.18
Production	5 1/2"	New	P-110	20.0	13,520'	13,520'	10% excess Yield = 1.27 TOC=200' above 9.625' shoe
Tubing							
Liners							

*JM 2/25/15*

<b>TYPE</b>	<b>Size (in)</b>	<b>Wellbore Diameter (in)</b>	<b>Wall Thickness (in)</b>	<b>Burst Pressure (psi)</b>	<b>Max. Associated Surface Pressure (psi)</b>	<b>Cement Type</b>	<b>Cement Yield (cu. ft./k)</b>
Conductor	20"	26"	0.438			Type III	CTS
Fresh Water	13 3/8 "	17.5"	0.380	2730	1200	Class A	30% excess Yield = 1.18
Coal	"	"	"	"			
Intermediate	9 5/8"	12.38	0.352	3520		Class A	30% excess Yield = 1.18 to surface
Production	5 1/2"	8.75"-8.5"	0.361	12,640		Class A	10% excess Yield = 1.27 TOC=200' above 9.625" shoe
Tubing							
Liners							

**PACKERS**

Kind:				
Sizes:				
Depths Set:				

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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 6360 feet. Drill Horizontal leg - stimulate and produce the Marcellus Formation. Set the 13 3/8 to 1097' due to formation issues, but not deeper than elevation. 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): 9.0

22) Area to be disturbed for well pad only, less access road (acres): 7.6

23) Describe centralizer placement for each casing string:

No centralizers will be used with conductor casing. Surface casing will have bow spring centralizers on the first 2 joints then every 3 joints to 100' from surface. Intermediate casing will have bow spring centralizers every 3rd joint to 100' from surface. Production string will have a rigid bow spring every third joint from KOP to TOC. Rigid bow spring every joint to KOP.

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

Conductor- Type III CTS \*Surface and Coal - 15.6 ppg Class A (CCAC), 0.25 lbs/sk Lost Circ 30% excess Yield=1.18 to surface. Intermediate 15.6 ppg Class A +0.25% bwoc cellophane flakes (CLC-CPF) 30% Excess Yield = 1.18 to surface. Production 14.6ppg 65/35 Class A /POZ +0.5% fluid loss additive, +/-0.3% retarder, +/-0.6% dispersant, +/-0.2% anti-foam, +/-0.1% anti-settling, 10 % excess yield=1.27 TOC>=200' above 9.625" shoe.

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. 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.

\*Note: Attach additional sheets as needed.

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Allied Material Name	Fresh Water Protection String:		Cement Additives		CAS #
	Additive (Material) Type	Additive (Material) Description	Additive (Material) Description	Additive (Material) Description	
CCAC (Class A Common)	Base Cement		Grey powder		65997-15-1
CA-100	Accelerator		White, flake		10043-52-4 7447-40-7 7732-18-5
CLC-CPF (Cellophane Flakes)	Lost Circulation Aid		White and colored flake		7647-14-5 Non-Hazardous

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MAY 22 2015


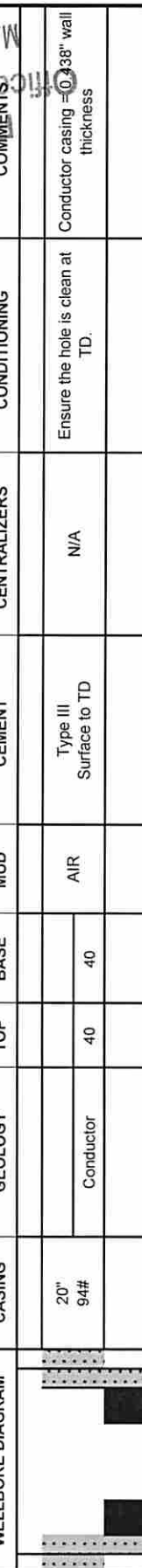
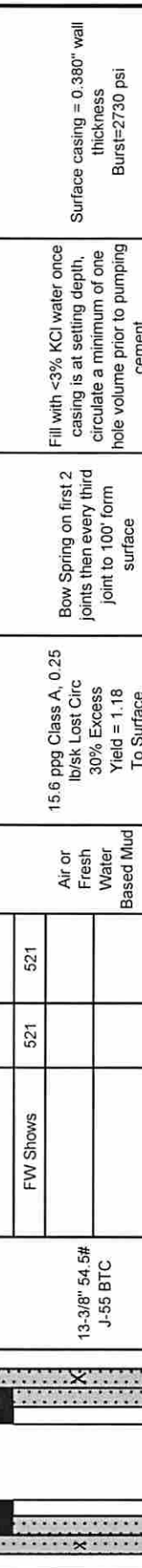
WV Department of  
Environmental Protection

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**DRILLING WELL PLAN**  
**MND-01C HS**  
**Marcellus Shale Horizontal**  
**Marshall County, WV**

Ground Elevation		MND-01C SHL		MND-01C LP		MND-01C BHL		CENTRALIZERS		CONDITIONING		COMMENTS		
Azim		1152'		325										
WELLBORE DIAGRAM	CASING	GEOLOGY	TOP	BASE	MUD	CEMENT								
	20" 94#	Conductor	40	40	AIR	Type III Surface to TD		N/A	Ensure the hole is clean at TD.	Conductor casing = 0.38" wall thickness				
	13-3/8" 54.5# J-55 BTC	FW Shows	521	521	Air or Fresh Water Based Mud	15.6 ppg Class A, 0.25 lb/sk Lost Circ 30% Excess Yield = 1.18 To Surface		Bow Spring on first 2 joints then every third joint to 100' form surface	Fill with <3% KCl water once casing is at setting depth, circulate a minimum of one hole volume prior to pumping cement.	Surface casing = 0.380" wall thickness Burst=2730 psi				
	9-5/8" 36# J-55 LTC	1st Salt Sand	1731	1778	Air or 8.0 SOBOM	15.6ppg Class A +0.25% bwoc cellophane flakes 30% Excess Yield=1.18 To Surface		Bow spring centralizers every third joint to 100' feet from surface.	Once casing is at setting depth, circulate a minimum of one hole volume prior to pumping cement.	Intermediate casing = 0.352" wall thickness Burst=3520 psi				
		Big Lime	1908	2024										
		Big Injun	2024	2137										
		Price Formation	2137	2652										
		Int. Casing	2437	2437										
		Speechley	3439	3485										
		Java	4990	5085										
		Pipe Creek	5085	5172										
		Angola	5172	5754										
		Rheinstreet	5754	6075										
	5-1/2" 20# HCP-110 TXP BTC	Cashaqua	6075	6147	12.0ppg-12.5ppg SOBOM	14.5ppg 65/35 Class A/POZ +/-0.5% fluid Loss additive, +/-0.3% retarder, +/-0.6% dispersant, +/-0.2% antifoam, +/- 0.1% antisetting		Rigid Bow Spring every third joint from KOP to TOC	Once at TD, circulate at max allowable pump rate for at least 6x bottoms up. Once on bottom with casing, circulate a minimum of one hole volume prior to pumping cement.	Production casing = 0.361" wall thickness Burst=12640 psi Note: Actual centralizer schedules may be changed due to hole conditions				
		Middlesex	6147	6170										
		West River	6170	6231										
		Burkett	6231	6256										
		Tully Limestone	6256	6280										
		Hamilton	6280	6315										
		Marcellus	6315	6370										
		TD	13520	6380										
		Onondaga	6370											

LP @ 6360' TVD / 7160' MD

8.75' / 8.5 Hole - Cemented Long String

5-1/2" 20# HCP-110 TXP BTC

+/-6360' ft Lateral

TD @ +/-6360' TVD +/-13520' MD

X=centralizers

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

47 05 10 18 35

FLUIDS/ CUTTINGS DISPOSAL & RECLAMATION PLAN

Operator Name Noble Energy, Inc. OP Code 494501907

Watershed (HUC 10) Short Creek - Ohio River (HUC 10) Quadrangle Powhatan Point

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: \_\_\_\_\_

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 Please see attached sheet )
- Reuse (at API Number TBD - At next anticipated well. )
- Off Site Disposal (Supply form WW-9 for disposal location)
- Other (Explain \_\_\_\_\_)

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 thru coal string, then SOB

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

Additives to be used in drilling medium? Calcium Chloride Powder, Carbo Tec, Carbo Gel2, Carbo Tec S, Ecco-Block, Lime, MIL-Carb TM, Mil-Clean, Mi-Seal, Next base eC, Next Drill, Next Hold, Next Mul, Omni Cole, M4 Bar, Next Mul HT, Soda Ash, Potassium Chloride \_\_\_\_\_

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

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

-Landfill or offsite name/permit number? Please see attached

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

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

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

Company Official Signature Dee Swiger Received  
Office of Oil & Gas  
MAR 13 2015

Company Official (Typed Name) Dee Swiger

Company Official Title Regulatory Analyst III

Subscribed and sworn before me this 25th day of February, 2015

Regina Logue

My commission expires 07/07/2018

COMMONWEALTH OF PENNSYLVANIA  
 NOTARIAL SEAL  
 Regina Logue, Notary Public  
 New Sewickley Twp, Beaver County  
 My Commission Expires July 7, 2018  
 MEMBER, PENNSYLVANIA ASSOCIATION OF NOTARIES



**Noble Energy, Inc.**

Proposed Revegetation Treatment: Acres Disturbed 9.0 Prevegetation pH \_\_\_\_\_

Lime <sup>2 to 3</sup> \_\_\_\_\_ Tons/acre or to correct to pH 6.0

Fertilizer type 10-20-20

Fertilizer amount 500 lbs/acre

Mulch Hay or straw at 2 Tons/acre

Seed Mixtures

**Temporary**

**Permanent**

Seed Type	lbs/acre
Tall Fescue	40
Ladino Clover	5

\*\*See site plans for full list

Seed Type	lbs/acre
Tall Fescue	40
Ladino Clover	5

\*\*See site plans for full list

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

Photocopied section of involved 7.5' topographic sheet.

Plan Approved by: *[Signature]*  
Comments: Pre Seed and mulch all cut area, maintain all E & S during operation.

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Title: Oil & Gas Inspector Date: 2/25/15  
Field Reviewed? (  ) Yes (  ) No 05/29/2015

# Cuttings Disposal/Site Water

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## Cuttings –Haul off Company:

Eap Industries, Inc. DOT # 0876278  
1575 Smith Two State Rd. Atlasburg, PA 15004  
1-888-294-5227

Waste Management  
200 Rangos Lane  
Washington, PA 15301  
724-222-3272

Environmental Coordination Services & Recycling (ECS&R)  
3237 US Highway 19  
Cochranon, PA 16314  
814-425-7773

## Disposal Locations:

Apex Environnemental, LLC Permit # 06-08438  
11 County Road 78  
Amsterdam, OH 43903  
740-543-4389

Westmoreland Waste, LLC Permit # 100277  
111 Conner Lane  
Belle Vernon, PA 15012  
724-929-7694

Sycamore Landfill Inc. Permit #R30-079001 05-2010  
4301 Sycamore Ridge Road  
Hurricane, WV 25526  
304-562-2611

Max Environnemental Technologies, Inc. facility Permit # PAD004835146 / 301071  
233 Max Lane  
Yukon, PA 25968  
724-722-3500

Max Environnemental Technologies, Inc. Facility Permit # PAD05087072 / 301359  
200 Max Drive  
Bulger, PA 15019  
724-796-1571

Waste Management Kelly Run Permit # 100663  
1901 Park Side Drive  
Elizabeth, PA 15037

Waste Management South Hills (Arnoni) Permit # 100592  
3100 Hill Road  
Library, PA 15129 724-348-7013

Waste Management Arden Permit # 100172  
200 Rangos Lane  
Washington, PA 15301  
724-222-3272

Waste Management Meadowfill Permit # 1032  
1488 Dawson Drive  
Bridgeport, WV 26330

Brooke County Landfill Permit # SWF-103-97 / WV 0109029  
Rd 2 Box 410  
Colliers, WV 26035  
304-748-0014

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Wetzel County Landfill Permit # SWF-1021-97 / WV 0109185  
Rt 1 Box 156A  
New Martinsville, WV 26035  
304-455-3800

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Energy Solutions, LLC Permit # UT 2300249  
423 West 300 South  
Suite 200  
Salt Lake City, UT 84101

Energy Solutions Services, Inc. Permit # R-73006-L24  
1560 Bear Creek Road  
Oak Ridge, TN 37830

**Water Haul off Companies:**

Dynamic Structures, Clear Creek DOT # 720485  
3790 State Route 7  
New Waterford, OH 44445  
330-892-0164

**Disposal Locations:**

Solidification  
Waste Management, Arden Landfill Permit # 100172  
200 Rangos Lane  
Washington, PA 15301  
724-225-1589

Solidification/Incineration  
Soil Remediation, Inc. Permit # 02-20753  
6065 Arrel-Smith Road  
Lowelville, OH 44436  
330-536-6825

Adams #1  
Permit # 34-031-2-7177  
23986 Airport Road  
Coshocton, OH 43812  
740-575-4484

Adams #2  
Permit # 34-031-2-7178  
740-575-4484

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# Site Safety Plan

**Noble Energy, Inc.**

**MND 1 Well Pad**

**1100 Kansas Ridge Rd**

**Moundsville, WV**

**February 2015: Version 1**

*CHS*

**For Submission to**

**West Virginia Department of Environmental Protection,**

**Office of Oil and Gas**

Noble Energy, Inc.

Appalachia Offices

1000 Noble Energy Drive

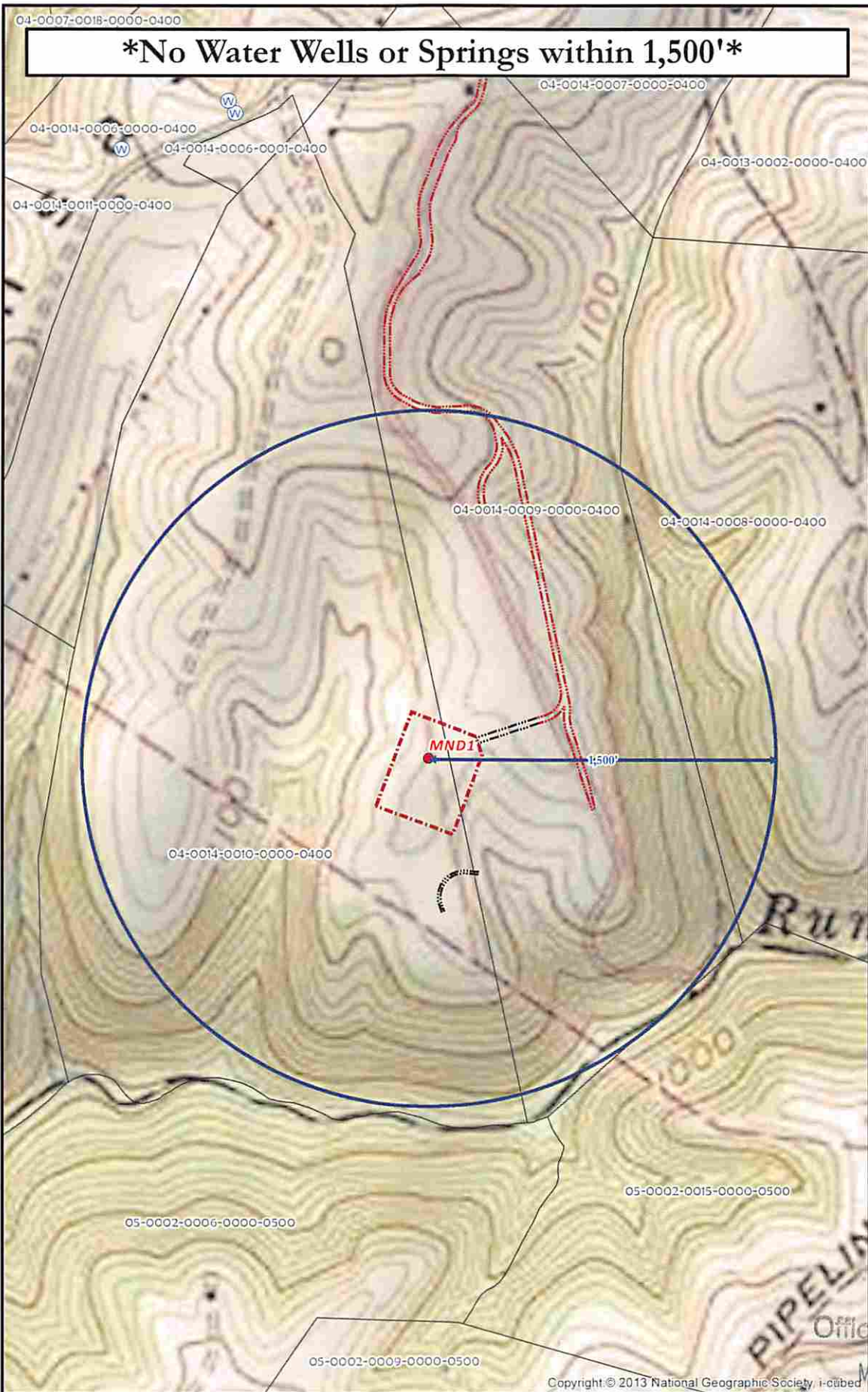
Canonsburg, PA 15317-9504

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*Handwritten signature and date: 2/25/15*

05/29/2015



**\*No Water Wells or Springs within 1,500'\***

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Receiver's  
Office of Oil &  
MAR 18 2015

**MND 1 SITE SAFETY PLAN**  
- WATER WELL PURVEYORS -



Date: 8/5/2014  
Author: Christopher Glover

- Well Pad
- Water Well
- Private Compressor Access
- 1500' Water Well Buffer
- Private Access Road
- Well Pad Boundary
- Water Well Buffer
- Parcels
- Counties
- States

Projection: NAD 1927 StatePlane West Virginia North FIPS 4701  
Units: Foot US

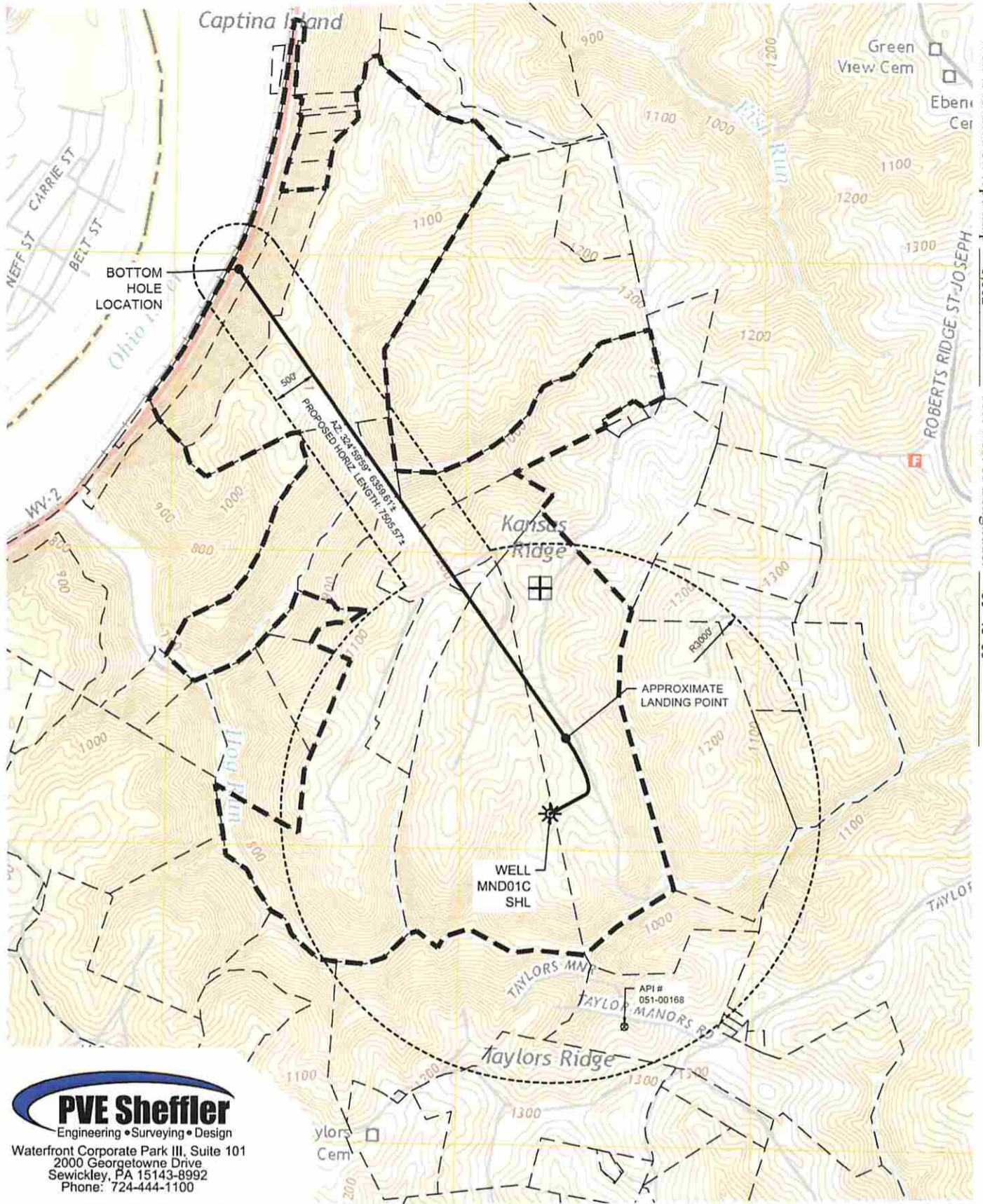
**\*\*Disclaimer: All data is licensed for use by Noble Energy Inc. use only.\*\***



05/29/2015

Well is located on topo map 9133 feet south of Latitude: 39° 52' 30"

Well is located on topo map 6.832 feet west of Longitude: 80° 45' 00"



**PVE Sheffler**  
 Engineering • Surveying • Design  
 Waterfront Corporate Park III, Suite 101  
 2000 Georgetowne Drive  
 Sewickley, PA 15143-8992  
 Phone: 724-444-1100

(+) DENOTES LOCATION OF WELL ON UNITED STATES TOPOGRAPHIC MAPS  
 WVDEP  
 OFFICE OF OIL & GAS  
 601 57TH STREET  
 CHARLESTON, WV 25304



DATE: FEBRUARY 13, 2015

OPERATOR'S WELL #: MND 01 CHS

API WELL # 47 <sup>051</sup>

STATE OF WV COUNTY CLAY PERMIT

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 Office of Oil & Gas

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Well Type:  Oil  Waste Disposal  Production  Deep  
 Gas  Liquid Injection  Storage  Shallow

WATERSHED: SHORT CREEK-OHIO RIVER ELEVATION: 1150.37'

COUNTY/DISTRICT: MARSHALL / CLAY QUADRANGLE: POWHATAN POINT, W. VA./OHIO

SURFACE OWNER: CONSOLIDATION COAL COMPANY/ MURRAY ENERGY ACREAGE: 126.99

OIL & GAS ROYALTY OWNER: CNX GAS COMPANY, LLC, ET AL. ACREAGE: 126.99

05/29/2015

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

TARGET FORMATION: MARCELLUS ESTIMATED DEPTH: TVD: 6,360' ± TMD: 13,163' ±

WELL OPERATOR: NOBLE ENERGY, INC. DESIGNATED AGENT: STEVEN M. GREEN

Address: 1000 NOBLE ENERGY DRIVE Address: 500 VIRGINIA STREET EAST, UNITED CENTER SUITE 590

City CANNONBURG State PA Zip Code 15317 City CHARLESTON State WV Zip Code 25301

**SURFACE HOLE LOCATION (SHL)**

UTM 17 - NAD83  
 N: 441125.683  
 E: 519305.935  
**NAD27, WV NORTH**  
 N: 494189.890  
 E: 1642169.390  
**LAT/LON DATUM-NAD83**  
 LAT: 39.849932  
 LON: -80.774322

**APPROX. LANDING POINT**

UTM 17 - NAD83  
 N: 4411382.158  
 E: 519354.438  
**NAD27, WV NORTH**  
 N: 495028.850  
 E: 1642342.600  
**LAT/LON DATUM-NAD83**  
 LAT: 39.852241  
 LON: -80.773747

**BOTTOM HOLE LOCATION**

UTM 17 - NAD83  
 N: 4412950.667  
 E: 518216.617  
**NAD27, WV NORTH**  
 N: 500238.380  
 E: 1638694.850  
**LAT/LON DATUM-NAD83**  
 LAT: 39.866399  
 LON: -80.787005

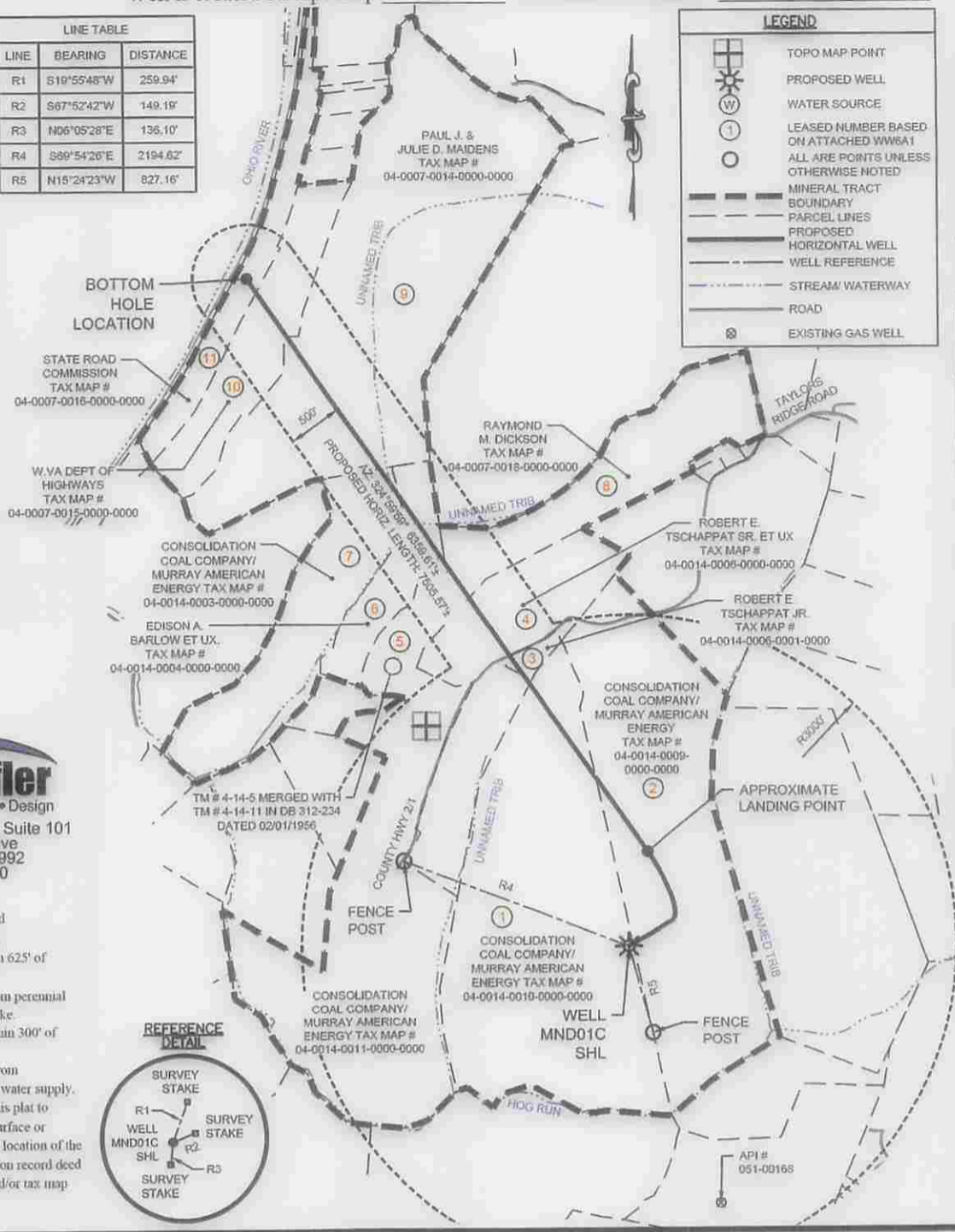
**WATER WELLS:**  
 NONE FOUND

Well is located on topo map 9133 feet south of Latitude: 39° 52' 30"

LINE	BEARING	DISTANCE
R1	S19°55'48"W	259.94'
R2	S67°52'42"W	149.19'
R3	N06°05'28"E	136.10'
R4	S89°54'20"E	2194.62'
R5	N15°24'23"W	827.16'

**LEGEND**

- TOPO MAP POINT
- PROPOSED WELL
- WATER SOURCE
- LEASED NUMBER BASED ON ATTACHED WW6A1
- ALL ARE POINTS UNLESS OTHERWISE NOTED
- MINERAL TRACT BOUNDARY
- PARCEL LINES
- PROPOSED HORIZONTAL WELL
- WELL REFERENCE
- STREAM/WATERWAY
- ROAD
- EXISTING GAS WELL



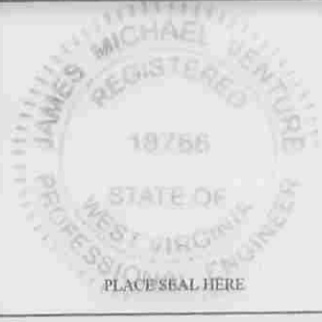
**PVE Sheffler**  
 Engineering • Surveying • Design  
 Waterfront Corporate Park III, Suite 101  
 2000 Georgetown Drive  
 Sewickley, PA 15143-8992  
 Phone: 724-444-1100

- NOTES:**
- There are no water wells or developed springs within 250' of proposed well.
  - There are no existing buildings within 625' of proposed well.
  - Proposed well is greater than 100' from perennial stream, wetland, pond, reservoir or lake.
  - There are no native trout streams within 300' of proposed well.
  - Proposed well is greater than 1000' from surface/groundwater intake or public water supply.
  - It is not the purpose or intention of this plat to represent surveyed locations of the surface or mineral parcels depicted hereon. The location of the boundary lines, as shown, and based on record deed descriptions, field evidence found and/or tax map position, unless otherwise noted.

FILE #: MND 01 CHS  
 DRAWING #: MND 01 CHS  
 SCALE: 1"=1500'  
 MINIMUM DEGREE OF ACCURACY: 1/2500  
 PROVEN SOURCE U.S.G.S. MONUMENT  
 OF ELEVATION: H 138: 638.58'

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

SIGNED: [Signature]  
 R.P.E.: 18766 L.L.S.: P.S. NO. \_\_\_\_\_



(+) DENOTES LOCATION OF WELL ON UNITED STATES TOPOGRAPHIC MAPS  
 WVDEP  
 OFFICE OF OIL & GAS  
 601 57TH STREET  
 CHARLESTON, WV 25304



DATE: FEBRUARY 12, 2015 - REV FEBRUARY 24, 2015  
 OPERATOR'S WELL #: MND 01 CHS  
 API WELL # 47 51 01835  
 STATE COUNTY PERMIT

Well Type:  Oil  Waste Disposal  Production  Deep  
 Gas  Liquid Injection  Storage  Shallow

WATERSHED: SHORT CREEK-OHIO RIVER ELEVATION: 1150.37  
 COUNTY/DISTRICT: MARSHALL / CLAY QUADRANGLE: POWHATAN POINT, W. VA./OHIO  
 SURFACE OWNER: CONSOLIDATION COAL COMPANY/ MURRAY ENERGY ACREAGE: 126.99  
 OIL & GAS ROYALTY OWNER: CNX GAS COMPANY, LLC, ET AL. ACREAGE: 126.99

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

TARGET FORMATION: MARCELLUS ESTIMATED DEPTH: TVD: 6,360' ± TMD: 13,520' ±  
 WELL OPERATOR: NOBLE ENERGY, INC. DESIGNATED AGENT: JESSICA ALSOP  
 Address: 1000 NOBLE ENERGY DRIVE Address: 301 GOLDEN EAGLE DRIVE  
 City CANNONSBURG State PA Zip Code 15317 City MORGANTOWN State WV Zip Code 26508

05/29/2015

Well is located on topo map 6.832 feet west of Longitude: 80° 45' 00"

**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
1.) 623175	Consolidation Coal Company, et al	CNX Gas Company, LLC	100% Fee Mineral	646-493
	CNX Gas Company, LLC	Noble Energy, Inc.	50% Fee Mineral	752-66
2.) 623177	Consolidation Coal Company, et al	CNX Gas Company, LLC	100% Fee Mineral	646-493
	CNX Gas Company, LLC	Noble Energy, Inc.	50% Fee Mineral	752-66

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**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: Noble Energy, Inc.  
 By: [Signature]  
 Its: Service Operations Supervisor

Received  
 Office of Oil & Gas  
 Page 1 of \_\_\_\_\_  
 MAR 13 2015



MND 01 CHS

ITEM NO.	LEASE NO.	LESSOR/ASSIGNOR	LESSEE/ASSIGNEE	ROYALTY	BOOK/PAGE
3) 4-14-6.1	N/A	Robert Tschappat, Jr., et ux	Chevron USA, Inc.	18%	773-589
		Chevron USA, Inc.	CNX Gas Company, LLC (50%) Noble Energy, Inc. (50%)		33-316
4) 4-14-6	Q083948001-000	Robert E. Tschappat, Sr., et ux	AB Resources, LLC	16%	692-463
		AB Resources, LLC	Chief & Radler		24-382 & 24-490
		Chief & Radler/NPAR, LLC	NPAR, LLC		25-484
		Chevron USA, Inc.	Chevron USA, Inc.		25-1 & 756-332
5) 4-14-11	623176	Consolidation Coal Company, et al	CNX Gas Company, LLC	Fee	646-493
		CNX Gas Company, LLC	CNX Gas Company, LLC (50%) Noble Energy, Inc. (50%)		752-66
6) 4-14-4		Estate of Nellie Ramser Dowler, et al	Noble Energy, Inc.	18%	351-304
		Paul M. Karnell, II, et ux	Noble Energy, Inc.	15%	812-235
		Robin Knowlton, single	Noble Energy, Inc.	15%	813-240
		Sandra Borkowski, single	Noble Energy, Inc.	15%	797-428
		Joyce Ann Donald, et vir	Noble Energy, Inc.	15%	797-434
		Dick Tracey, et ux	Noble Energy, Inc.	15%	797-437
		William H. Karnell, et ux	Noble Energy, Inc.	15%	806-360
		Jennifer L. Duymich, et vir	Noble Energy, Inc.	15%	803-606
		Tracy Clarke, et vir	Noble Energy, Inc.	15%	813-242
		Lee Patterson, et ux	Noble Energy, Inc.	15%	816-164
		7) 4-14-3	623218	Consolidation Coal Company, et al	CNX Gas Company, LLC
CNX Gas Company, LLC	CNX Gas Company, LLC (50%) Noble Energy, Inc. (50%)			752-66	
Mountaineer Natural Gas Co., et al	Noble Energy, Inc.			833-35	
8) 4-7-18	Q084767000	Paul J. Maidens, et ux	Noble Energy, Inc.	18%	826-90
9) 4-7-14	Q082524000-000	Paul J. Maidens, et ux	Noble Energy, Inc.	19%	826-90

Office of Oil & Gas  
MAR 13 2015

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MND 01 CHS

10) 4-7-15	Q080080000	Nilya J. Bell, widow	Noble Energy, Inc.	16%	813-251
11) 4-7-16	Q085369000	Nyla J. Bell, widow	Noble Energy, Inc.	16%	839-568

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MAR 13 2015

05/29/2015

MEMORANDUM OF LEASE

This MEMORANDUM OF LEASE, dated this 6th day of March, 2015 is utilized to indicate the existence of a PAID-UP OIL AND GAS LEASE (hereinafter, "Lease") of even date herewith, by and between Roger Weese, Special Commissioner on behalf of Nellie Ramser Dowler, Frieda Barbara Ramser, John Benedict "Otto" Ramser, Edwin Moritz Ramser, Violet Elizabeth Riggs, William P. Hornbrook, Henry Clinton Barlow, and George W. McMurry and their unknown heirs or assigns, (hereinafter, "Lessor" whether one or more), and NOBLE ENERGY, INC., a Delaware corporation, whose address is at 1000 Noble Energy Drive, Canonsburg, Pennsylvania 15317, (hereinafter, "Lessee").

Lessor did LEASE, LET, GRANT, and DEMISE exclusively unto Lessee, its successors and/or assigns, the rights to explore, develop, produce, and market oil and/or gas and all constituent products, including methane gas present in or associated with any coal seam, from the premises described below, subject to the provisions contained in the Lease including, but not limited to the following:

1. PRIMARY TERM: The primary term of the Lease is for a period of five (5) years commencing on the date immediately set forth above, and for so long thereafter as oil, gas, or other substances covered by the Lease are capable of being produced in paying quantities from the Leased Premises or from lands pooled therewith, or the Lease is otherwise maintained or prolonged pursuant to the provisions contained in the Lease, including an extension of term contained therein. Lessee may extend the primary term of the Lease for an additional five (5) years after the end of the primary term, thereby continuing the term of the Lease to the end of the "extended" primary term.

2. DESCRIPTION / LEASED PREMISES: All those certain tracts of land situate in the District of Clay, County of Marshall, State of West Virginia, identified as Parcel 4 on Tax Map 14 in Clay District, Marshall County, said land being stipulated to contain for the purpose of calculating payments, twenty and one-tenth (20.10) acres, more or less ("Leased Premises").

This Memorandum of Lease has been executed for the purpose of providing notice of the existence of the Lease and shall not be considered in any way a modification or alteration of the Lease.

LESSOR

WITNESS:

Printed Name \_\_\_\_\_

Roger W. Weese  
Printed Name: Roger Weese, Special Commissioner, on behalf of Nellie Ramser Dowler, Frieda Barbara Ramser, John Benedict "Otto" Ramser, Edwin Moritz Ramser, Violet Elizabeth Riggs, William P. Hornbrook, Henry Clinton Barlow, and George W. McMurry and their unknown heirs or assigns

Address: 621 Third St  
New Martinsville, WV 26155

47 05 10 18 35

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Office of Oil & Gas  
MAR 13 2015

WITNESS:

LESSEE

NOBLE ENERGY, INC.

By:   
MARK A. ACREE, Attorney-In-Fact

Printed Name: \_\_\_\_\_

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Received  
Office of Oil & Gas  
MAY 13 2015

05/29/2015

ACKNOWLEDGMENT

STATE OF WEST VIRGINIA §  
§  
COUNTY OF MARSHALL §

On this 6 day of March, 2015, before me, the undersigned officer, personally appeared **ROGER R. WEESE**, Special Commissioner on behalf of Nellie Ramser Dowler, Frieda Barbara Ramser, John Benedict "Otto" Ramser, Edwin Moritz Ramser, Violet Elizabeth Riggs, William P. Hornbrook, Henry Clinton Barlow, and George W. McMurray, personally known to me to be the person whose name is subscribed to the within instrument, and acknowledged to me that he executed the same for the purposes therein contained and on behalf of said named parties.

In witness thereof, I hereunto set my hand and affixed my official seal.

MY COMMISSION EXPIRES:

Feb 24, 2023  
*Marjorie Kubancik*  
Notary Public



CORPORATE ACKNOWLEDGMENT

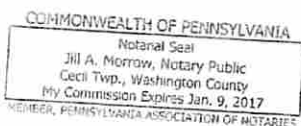
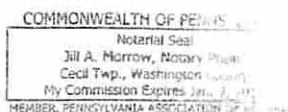
COMMONWEALTH OF PENNSYLVANIA §  
§  
COUNTY OF WASHINGTON §

On this 4th day of March, 2015, before me, the undersigned officer, personally appeared **MARK A. ACREE**, as Attorney-in-Fact for **NOBLE ENERGY, INC.**, a Delaware corporation, personally known to me to be the person whose name is subscribed to the within instrument, and acknowledged to me that he executed the same for the purposes therein contained and on behalf of said corporation.

In witness thereof, I hereunto set my hand and affixed my official seal.

MY COMMISSION EXPIRES:

*Jill A. Morrow*  
Notary Public



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PREPARED BY / UPON RECORDATION, RETURN TO:  
Land Department  
NOBLE ENERGY, INC.  
1000 Noble Energy Drive  
Canonsburg, PA 15317

Received  
Office of Oil & Gas  
MAR 13 2015

05/29/2015

BOOK 0752 PAGE 0066

STEPTOE & JOHNSON PLLC LISA LOVEJOY  
P O BOX 1588  
CHARLESTON, WV 25326-1588

4705101835

RETURN TO: Lisa Lovejoy  
Energy Department  
Steptoe & Johnson PLLC  
P.O. Box 1588  
Charleston, WV 25326-1588

Jan Pest  
MARSHALL County 10:22:36 AM  
Instrument No 1314757  
Date Recorded 12/05/2011  
Document Type DEED  
Pages Recorded 28  
Book-Page 752-66  
Recording Fee \$34.00  
Transfer Tax \$144,084.60  
Additional \$27.00

MINERAL INTEREST DEED

This MINERAL INTEREST DEED (this "Deed") is from CNX GAS COMPANY LLC, a Virginia limited liability company ("Grantor"), whose address is 1000 CONSOL Energy Drive, Canonsburg, PA 15317, to NOBLE ENERGY, INC., a Delaware corporation ("Grantee"), whose address is 100 Glenborough Drive, Suite 100, Houston, Texas 77067, and is effective as of 7:00 a.m. (Central Time) on July 1, 2011 (the "Effective Time").

RECITALS

WHEREAS, Grantor desires to grant and convey to Grantee, and Grantee desires to receive from Grantor, an undivided 50% of Grantor's right, title and interest in the assets and properties described below in accordance with this Deed and the Acquisition Agreement (defined below).

NOW, THEREFORE, for and in consideration of the mutual promises contained herein and in the Acquisition Agreement, the benefits to be derived by each party hereunder and under the Acquisition Agreement, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor and Grantee agree as follows:

ARTICLE I  
DEFINED TERMS

1.1 Definitions. Capitalized terms used herein and not otherwise defined in Section 3.4 or throughout the Deed shall have the meanings given such terms in the Asset Acquisition Agreement, dated as of August 17, 2011, as amended, by and between Grantor and Grantee (the "Acquisition Agreement").

ARTICLE II  
GRANT OF CONVEYED INTERESTS

2.1 Deed. Subject to the terms and conditions of this Deed, Grantor does hereby GRANT, CONVEY and TRANSFER to Grantee, and Grantee agrees to acquire, the following interests and properties (less and except for the Excluded Assets, such interests and properties described in subsections (a) and (b) of this Section 2.1, collectively, the "Conveyed Interests"):

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Office of Oil and Gas

MARSHALL COUNTY, WV

MAY 23 2015

WV Department of  
Environmental Protection

US 1049150v.6

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(a) an undivided 50% of all of Grantor's right, title and interest in and to the following assets and properties:

(i) the oil and gas and mineral fee interests more particularly described in Exhibit A, insofar and only insofar as such oil and gas and mineral fee interests cover depths within the Marcellus Formation (such 50% of Grantor's interest in such oil and gas and mineral fee interests as so limited, collectively, the "Mineral Interests");

(ii) all oil and gas wells drilled on the Mineral Interests or the Units insofar and only insofar as such wells are producing from, or have been drilled to produce from, those depths within the Marcellus Formation, including the oil and gas wells listed on Exhibit B (to the extent drilled on the Mineral Interests or Units and producing from or drilled to produce from such formation) (such 50% of Grantor's interest in such wells as so limited, the "Marcellus Wells"), and all fresh water wells, injection wells, salt water disposal wells and other wells of every nature and kind located on the Mineral Interests or the Units, in each case, to the extent that they are primarily used in connection with the Marcellus Wells, the Mineral Interests or the Units (such 50% of Grantor's interest in such wells as so limited, collectively with the Marcellus Wells, the "Wells");

(iii) all interests in pools or units which include all or a part of any Mineral Interests insofar and only insofar as such pools or units cover depths within the Marcellus Formation and pertain to the Mineral Interests (such 50% of Grantor's interest in such pools and units as so limited, the "Units");

(iv) to the extent they may be assigned (after exercising commercially reasonable efforts to obtain any and all relevant consents), all permits, licenses, servitudes, easements, rights-of-way, surface use agreements, water access and water use agreements and other similar surface use or water rights, in each case, to the extent primarily used in connection with the ownership or operation of the Mineral Interests, Units and Wells, including those set forth in Exhibit C (such 50% of Grantor's interest in the foregoing, collectively, the "Rights-Of-Way" and the Mineral Interests, Units, Wells and Rights-Of-Way being collectively referred to hereinafter as the "Properties");

(v) all equipment, machinery, fixtures and other personal property, operational or nonoperational in each case, to the extent primarily used in connection with the Properties or the other Conveyed Interests, including well equipment, casing, tubing, pumps, motors, machinery, platforms, rods, tanks, boilers, fixtures, manifolds, structures, materials and other items primarily used or held for use in the operation of the Properties (such 50% of Grantor's interest in such properties, the "Personal Property"); and

(vi) all Hydrocarbons produced from or allocated to the Mineral Interests, Marcellus Wells or Units on and after the Effective Time; and

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(b) all of Grantor's right, title and interest in and to the following assets and properties to the extent, and only to the extent, that such assets and properties relate to the interests described in Section 2.1(a):

(i) to the extent assignable, all Applicable Contracts and all rights thereunder;

(ii) all Well Imbalances relating to the Conveyed Interests;

(iii) copies (in digital form, if available) of the following, to the extent (A) in Grantor's or its Affiliates' possession or (B) to which Grantor has the right but are in the possession of a Third Party: (1) land and title records (including abstracts of title, title opinions (including title opinions that cover both the Marcellus Formation and other formations) and title curative documents), (2) contract files, (3) correspondence, (4) maps, operations, environmental, production and accounting records, (5) facility and engineering/well files, (6) division order files (including division and interest statements), (7) engineering and/or production files, (8) environmental files, (9) permitting files and (10) geological data, but excluding any of the foregoing items that are primarily used in connection with the ownership or operation of the Excluded Assets; and

(iv) to the extent assignable without payment of fees or other penalties, unless Grantor agrees to and does pay such fees and penalties, the geophysical data and other seismic and related technical data and information listed on Schedule 2.1 to the Acquisition Agreement.

**2.2 Easement.** Subject to the terms and conditions of this Deed, Grantor does hereby assign, transfer and convey to Grantee a non-exclusive subsurface well bore easement through Grantor's Shallow Depths for the purposes of accessing, exploring, developing and producing Hydrocarbons from the Marcellus Formation to the extent relating to the Conveyed Interests provided that such easement shall not permit the production of Hydrocarbons from the Shallow Depths or perforations, open hole completions, fracture operations or other stimulation operations in the Shallow Depths (the "*Subsurface Access Easement*").

**TO HAVE AND TO HOLD** the Conveyed Interests and the Subsurface Access Easement unto Grantee, its successors and assigns, forever, subject, however, to all the terms and conditions of this Deed, including, without limitation, Article III.

**2.3 Excluded Assets and Reservation.** The Conveyed Interests and the Subsurface Access Easement shall not include, and Grantor hereby reserves and retains, the Excluded Assets. Additionally, the Conveyed Interests covered by this Deed shall not include any of the Leases any of the assets covered by the Assignment, to the extent said Leases and assets are assigned to Grantee by the Assignment. Grantor and Grantee acknowledge and agree that the



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Assignment and this Deed (including all recorded counterparts thereof) are intended to COLLECTIVELY convey to Grantee the "Conveyed Interests" as described in the Acquisition Agreement. Grantor and Grantee acknowledge and agree that the Assignment and this Deed are not intended to effect multiple conveyances of the same properties or interests in such properties.

ARTICLE III  
SPECIAL WARRANTY; DISCLAIMERS; CERTAIN DEFINITIONS

3.1 *Special Warranty.* Grantor hereby binds itself, its successors and assigns subject, however, to the Permitted Encumbrances, to warrant and forever defend all and singular title to the Marcellus Wells and Mineral Interests and the Subsurface Access Easement from and after April 30, 2010 to the date hereof for claims arising by, through or under Grantor, but not otherwise.

3.2 *Subrogation.* Grantor hereby assigns to Grantee all rights, claims and causes of action under title warranties given or made by Grantor's predecessors in interest (other than any Affiliates of Grantor) with respect to the Conveyed Interests, and Grantee is specifically subrogated to all rights which Grantor may have against such predecessors in interest with respect to the Conveyed Interests, to the extent Grantor may legally transfer such rights and grant such subrogation.

3.3 *Disclaimers and Subrogation of Warranties and Representations.*

(a) EXCEPT AS AND TO THE LIMITED EXTENT EXPRESSLY SET FORTH IN SECTION 3.1 OF THIS DEED AND IN ARTICLE VII OF THE ACQUISITION AGREEMENT, (I) GRANTOR MAKES NO REPRESENTATIONS OR WARRANTIES, EXPRESS, STATUTORY OR IMPLIED, AND (II) GRANTOR EXPRESSLY DISCLAIMS ALL LIABILITY AND RESPONSIBILITY FOR ANY REPRESENTATION, WARRANTY, STATEMENT OR INFORMATION MADE OR COMMUNICATED (ORALLY OR IN WRITING) TO GRANTEE OR ANY OF ITS AFFILIATES, EMPLOYEES, AGENTS, CONSULTANTS OR REPRESENTATIVES (INCLUDING ANY OPINION, INFORMATION, PROJECTION OR ADVICE THAT MAY HAVE BEEN PROVIDED TO GRANTEE BY A MEMBER OF THE GRANTOR INDEMNIFIED PARTIES).

(b) EXCEPT AS AND TO THE LIMITED EXTENT EXPRESSLY SET FORTH IN SECTION 3.1 OF THIS DEED AND ARTICLE VII OF THE ACQUISITION AGREEMENT, AND WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, GRANTOR EXPRESSLY DISCLAIMS ANY REPRESENTATION OR WARRANTY, EXPRESS, STATUTORY OR IMPLIED, BY ANY MEMBER OF THE GRANTOR INDEMNIFIED PARTIES, AS TO (I) TITLE TO ANY OF THE CONVEYED INTERESTS AND THE SUBSURFACE ACCESS EASEMENT, (II) THE CONTENTS, CHARACTER OR NATURE OF ANY REPORT OF ANY PETROLEUM ENGINEERING CONSULTANT, OR

ANY ENGINEERING, GEOLOGICAL OR SEISMIC DATA OR INTERPRETATION RELATING TO THE CONVEYED INTERESTS, (III) THE QUANTITY, QUALITY OR RECOVERABILITY OF HYDROCARBONS IN OR FROM THE CONVEYED INTERESTS, (IV) ANY ESTIMATES OF THE VALUE OF THE CONVEYED INTERESTS OR FUTURE REVENUES GENERATED BY THE CONVEYED INTERESTS, (V) THE PRODUCTION OF HYDROCARBONS FROM THE CONVEYED INTERESTS, (VI) THE MAINTENANCE, REPAIR, CONDITION, QUALITY, SUITABILITY, DESIGN OR MARKETABILITY OF THE CONVEYED INTERESTS, (VII) THE CONTENT, CHARACTER OR NATURE OF ANY INFORMATION MEMORANDUM, REPORTS, BROCHURES, CHARTS OR STATEMENTS PREPARED BY GRANTOR OR THIRD PARTIES WITH RESPECT TO THE CONVEYED INTERESTS, (VIII) ANY OTHER MATERIALS OR INFORMATION THAT MAY HAVE BEEN MADE AVAILABLE TO GRANTEE OR ITS AFFILIATES, OR ITS OR THEIR EMPLOYEES, AGENTS, CONSULTANTS, REPRESENTATIVES OR ADVISORS IN CONNECTION WITH THE TRANSACTIONS CONTEMPLATED BY THIS DEED OR ANY DISCUSSION OR PRESENTATION RELATING THERETO, AND (IX) ANY IMPLIED OR EXPRESS WARRANTY OF FREEDOM FROM PATENT OR TRADEMARK INFRINGEMENT. EXCEPT AS AND TO THE LIMITED EXTENT EXPRESSLY REPRESENTED OTHERWISE IN SECTION 3.1 OF THIS DEED OR ARTICLE VII OF THE ACQUISITION AGREEMENT, GRANTOR FURTHER DISCLAIMS ANY REPRESENTATION OR WARRANTY, EXPRESS, STATUTORY OR IMPLIED, OF MERCHANTABILITY, FREEDOM FROM LATENT VICES OR DEFECTS, FITNESS FOR A PARTICULAR PURPOSE OR CONFORMITY TO MODELS OR SAMPLES OF MATERIALS OF ANY CONVEYED INTERESTS AND THE SUBSURFACE ACCESS EASEMENT, IT BEING EXPRESSLY UNDERSTOOD AND AGREED BY GRANTOR AND GRANTEE THAT GRANTEE SHALL BE DEEMED TO BE OBTAINING THE CONVEYED INTERESTS AND THE SUBSURFACE ACCESS EASEMENT IN THEIR PRESENT STATUS, CONDITION AND STATE OF REPAIR, "AS IS" AND "WHERE IS" WITH ALL FAULTS OR DEFECTS (KNOWN OR UNKNOWN, LATENT, DISCOVERABLE OR UNDISCOVERABLE), AND THAT GRANTEE, SUBJECT TO ITS RIGHTS UNDER ARTICLE V OF THE ACQUISITION AGREEMENT, HAS MADE OR CAUSED TO BE MADE SUCH INSPECTIONS AS GRANTEE DEEMS APPROPRIATE.

(c) EXCEPT AS AND TO THE LIMITED EXTENT EXPRESSLY SET FORTH IN SECTION 7.19 OF THE ACQUISITION AGREEMENT AND WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, GRANTOR MAKES NO REPRESENTATION OR WARRANTY REGARDING ANY MATTER OR CIRCUMSTANCE RELATING TO ENVIRONMENTAL LAWS, THE RELEASE OF MATERIALS INTO THE ENVIRONMENT OR THE PROTECTION OF HUMAN HEALTH, SAFETY, NATURAL RESOURCES OR THE ENVIRONMENT, OR ANY OTHER ENVIRONMENTAL CONDITION OF THE CONVEYED INTERESTS, AND NOTHING IN THIS DEED OR OTHERWISE SHALL BE CONSTRUED AS SUCH A REPRESENTATION

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OR WARRANTY, AND SUBJECT TO GRANTEE'S RIGHTS UNDER SECTIONS 6.1 AND 7.19 OF THE ACQUISITION AGREEMENT, GRANTEE SHALL BE DEEMED TO BE TAKING THE CONVEYED INTERESTS AND THE SUBSURFACE ACCESS EASEMENT "AS IS" AND "WHERE IS" WITH ALL FAULTS FOR PURPOSES OF THEIR ENVIRONMENTAL CONDITION AND THAT GRANTEE, SUBJECT TO ITS RIGHTS UNDER ARTICLE VI OF THE ACQUISITION AGREEMENT, HAS MADE OR CAUSED TO BE MADE SUCH ENVIRONMENTAL INSPECTIONS AS GRANTEE DEEMS APPROPRIATE.

(d) GRANTOR AND GRANTEE AGREE THAT, TO THE EXTENT REQUIRED BY APPLICABLE LAW TO BE EFFECTIVE, THE DISCLAIMERS OF CERTAIN REPRESENTATIONS AND WARRANTIES CONTAINED IN THIS SECTION 3.3 ARE "CONSPICUOUS" DISCLAIMERS FOR THE PURPOSE OF ANY APPLICABLE LAW.

3.4 *Certain Definitions.* The following terms, as used herein, have the meanings set forth below:

"Additional Interests" means those additional oil and gas leases and oil and gas and mineral fee interests acquired by Grantor and/or its Affiliates in the Development Area from and after April 29, 2011, other than those Mineral Interests or Leases (or interests therein) acquired by Grantor from its Affiliates.

"Affiliate" means, with respect to any Person, any other Person that directly, or indirectly through one or more intermediaries, Controls or is Controlled by, or is under common Control with, such Person.

"Antero ORR" means those certain royalty and overriding royalty payments due from Antero Resources Appalachian Corporation to CNX Gas Company LLC, under those certain Partial Assignment of Oil and Gas Leases dated September 29, 2008, effective September 30, 2008 and other instruments delivered pursuant to that Amended and Restated Farmout Acquisition Agreement dated September 23, 2008 by and among Dominion Exploration & Production, Inc., Dominion Appalachian Development LLC and Dominion Transmission Inc., predecessors to CNX Gas Company LLC, collectively as farmor, and Antero Resources Appalachian Corporation, as farmee.

"Applicable Contracts" means all Contracts to which Grantor is a party by which any Conveyed Interest is bound and that will be binding on Grantee after the Closing, including farmin and farmout agreements; bottomhole agreements; crude oil, condensate and natural gas purchase and sale, gathering, transportation and marketing agreements; hydrocarbon storage agreements; acreage contribution agreements; operating agreements; balancing agreements; pooling declarations or agreements; unitization agreements; processing agreements; crossing

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agreements; saltwater disposal agreements; facilities or equipment leases; letters of objection; production handling agreements and other similar contracts and agreements, held by Grantor and relating to the Conveyed Interests.

"Assignment" means that certain Assignment and Bill of Sale between Grantor and Grantee dated effective as of the Effective Time, including all recorded counterparts thereof.

"Closing" means the closing of the transfer by Grantor of the Conveyed Interests to Grantee pursuant to the Acquisition Agreement.

"Contract" means any written or oral contract, agreement, lease, mortgage, franchise, license agreement, purchase order, binding bid, commitment or any Applicable Contract that is an indenture, mortgage; loan, credit or sale-leaseback, guaranty of any obligation, bonds, letters of credit or similar financial contract or any other legally binding arrangement, including farm-in and farm-out agreements, participation, exploration and joint development agreements, crude oil, condensate and natural gas purchase and sale, gathering, transportation and marketing agreements, acreage contribution agreements, operating agreements, balancing agreements, unitization agreements, processing agreements, hydrocarbon balancing agreements, hydrocarbon storage agreements, facilities or equipment leases, platform use and platform sharing agreements, production handling agreements and other similar Contracts, but excluding, however, any Lease, deed, easement, right-of-way, permit or other instrument (other than acquisition or similar sales or purchase agreements) creating or evidencing an interest in the Conveyed Interests or any real or immovable property related to or used in connection with the operations of any Conveyed Interests.

"Control" (including the terms "Controlling," "Controlled by" and "under common Control with") means the possession, direct or indirect, of the power to direct or cause the direction of the management and policies of a Person, whether through the ownership of voting shares, by contract or otherwise.

"Development Agreement" means that certain Joint Development Agreement by and between Grantor and Grantee dated as of even date herewith, as provided for in the Acquisition Agreement.

"Development Area" has the meaning set forth in the Development Agreement.

"Encumbrance" means any lien, mortgage, security interest, defect, irregularity, pledge, charge or encumbrance.

"Environmental Laws" means all applicable federal, state and local Laws in effect as of the date of this Deed, including common law, relating to the protection of the public health, welfare and the environment, including those Laws relating to the storage, handling and use of

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chemicals and other Hazardous Substances and those relating to the generation, processing, treatment, storage, transportation, disposal or other management thereof. The term "Environmental Laws" does not include good or desirable operating practices or standards that may be employed or adopted by other oil and gas well operators or recommended by a Governmental Authority.

"Excluded Assets" has the meaning set forth on Exhibit D.

"Governmental Authority" means any federal, state, local, municipal, tribal or other government; any governmental, regulatory or administrative agency, commission, body or other authority exercising or entitled to exercise any administrative, executive, judicial, legislative, belief, regulatory or taxing authority or power; and any court or governmental tribunal, including any tribal authority having or asserting jurisdiction.

"Hazardous Substances" means any pollutants, contaminants, toxic or hazardous or extremely hazardous substances, materials, wastes, constituents, compounds or chemicals that are regulated by, or may form the basis of liability under, any Environmental Laws, including naturally occurring radioactive materials and other substances referenced in Section 6.2 of the Acquisition Agreement.

"Hedge Contract" means any Contract to which Grantor or any of its Affiliates is a party with respect to any swap, forward, future or derivative transaction or option or similar agreement, whether exchange traded, "over-the-counter" or otherwise, involving, or settled by reference to, one or more rates, currencies, commodities, equity or debt instruments or securities, or economic, financial or pricing indices or measures of economic, financial or pricing risk or value or any similar transaction or any combination of these transactions.

"Hydrocarbons" means oil and gas and other hydrocarbons (including condensate) produced or processed in association therewith (whether or not such item is in liquid or gaseous form), or any combination thereof, and any minerals produced in association therewith.

"Imbalances" means all Well Imbalances and Pipeline Imbalances.

"Interim Period" means that period of time commencing with the Effective Time and ending immediately prior to Closing.

"Law" means any applicable statute, law, rule, regulation, ordinance, order, code, ruling, writ, injunction, decree or other official act of or by any Governmental Authority.

"Lease" means those certain oil, gas and/or mineral leases assigned by Grantor to Grantee pursuant to the Assignment.

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**"Marcellus Formation"** means, (a) in central Pennsylvania, specifically from the stratigraphic equivalent of the top of the Burkett in the DeArmitt #1 (API 37-129-27246) and 7000'MD through to the stratigraphic equivalent of the top of the Onondaga at 7530'MD; (b) in southwest Pennsylvania, specifically from the stratigraphic equivalent of the top of the Burkett in the GH-10C-CV (API 37-059-25397) at 7600'MD through to the stratigraphic equivalent of the top of the Onondaga at 7900'MD; and (c) in West Virginia, specifically from the stratigraphic equivalent of the top of the Burkett in the DEPI #14815 (API 47-001-02850) at 7350'MD through to the stratigraphic equivalent of the top of the Onondaga at 7710'MD, each of which is also shown in the logs attached to the Acquisition Agreement as Exhibit A-1.

**"Oil and Gas Assets"** mean the Conveyed Interests and, to the extent pertaining to the Marcellus Formation and operations relating thereto, the interests which are retained by Grantor in the properties and assets underlying the Conveyed Interests.

**"Overhead Costs"** means, with respect to those Conveyed Interests that are operated by Grantor and are burdened by an existing joint operating agreement covering such Conveyed Interests, the amount representing the overhead or general and administrative fee that is charged to other working interest owners with interests in the related Conveyed Interests as set forth in the lease operating expenses statement, which amount is attributable to the Conveyed Interests during the Interim Period.

**"Person"** means any individual, corporation, company, partnership, limited partnership, limited liability company, trust, estate, Governmental Authority or any other entity.

**"Pipeline Imbalance"** means any marketing imbalance between the quantity of Hydrocarbons attributable to the Oil and Gas Assets required to be delivered by Grantor under any Contract relating to the purchase and sale, gathering, transportation, storage, processing (including any production handling and processing at a separation facility) or marketing of Hydrocarbons and the quantity of Hydrocarbons attributable to the Oil and Gas Assets actually delivered by Grantor pursuant to the relevant Contract, together with any appurtenant rights and obligations concerning production balancing at the delivery point into the relevant sale, gathering, transportation, storage or processing facility.

**"Retained Interest"** means all of Grantor's rights in and to the oil and gas and mineral fee interests described in Exhibit A, insofar and only insofar as such oil and gas and mineral fee interests cover depths and formations outside of the Marcellus Formation, including the non-exclusive right to use the surface and install pipelines and gathering systems in connection with the ownership or operation of such interests with respect to such depths and formations, and all wells to the extent associated therewith.

**"SCADA Equipment"** means all SCADA and similar control equipment and network communication towers.

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*"Shallow Depths"* means all of Grantor's rights in and to oil and gas and mineral fee interests described in Exhibit A, insofar and only insofar as such oil and gas and mineral fee interests cover depths and formations above the top of the Marcellus Formation.

*"Third Party"* means any Person other than Grantor and Grantee or an Affiliate of Grantor or Grantee.

*"Well Imbalance"* means any imbalance at the wellhead between the amount of Hydrocarbons produced from a Marcellus Well and allocable to the interests of Grantor therein and the shares of production from the relevant Marcellus Well to which Grantor is entitled, together with any appurtenant rights and obligations concerning future in kind and/or cash balancing at the wellhead.

**ARTICLE IV  
ASSUMED OBLIGATIONS**

Without limiting Grantee's rights to indemnity under Article XIII of the Acquisition Agreement, any Title Indemnity Agreement, any Environmental Indemnity Agreement or under the special warranty of title in Section 3.1, and subject to the other limitations set forth in the Acquisition Agreement, effective as of the date of this Deed, Grantee hereby assumes and agrees to fulfill, perform, pay and discharge (or cause to be fulfilled, performed, paid or discharged) all of the Assumed Obligations.

**ARTICLE V  
MISCELLANEOUS**

**5.1 Separate Deeds.** Where separate deeds and assignments of the Conveyed Interests and the Subsurface Access Easement have been or will be executed for filing in other recording jurisdictions or counties or for filing with, and approval by, applicable Governmental Authorities, any such separate deeds and assignments (a) shall evidence this Deed and the grant of the applicable Conveyed Interests and the Subsurface Access Easement herein made and shall not constitute any additional grant of any of the Conveyed Interests, the Subsurface Access Easement or interests in the properties covered hereby or thereby; (b) are not intended to modify, and shall not modify, any of the terms, covenants and conditions or limitations on warranties set forth in this Deed or the Acquisition Agreement and are not intended to create, and shall not create, any representations, warranties or additional covenants of or by Grantor to Grantee; and (c) shall be deemed to contain all of the terms and provisions of this Deed, as fully and to all intents and purposes as though the same were set forth at length in such separate deeds.

**5.2 Deed Subject to Acquisition Agreement.** This Deed is expressly subject to the terms and conditions of the Acquisition Agreement, including with respect to the interests conveyed hereby. If there is a conflict between the terms of this Deed and the Acquisition

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Agreement, the terms of the Acquisition Agreement shall control. This Deed is not intended by Grantor or Grantee to be a quitclaim.

**5.3 Governing Law; Jurisdiction; Venue; Jury Waiver.** EXCEPT TO THE EXTENT THE LAWS OF ANOTHER JURISDICTION WILL, UNDER CONFLICT OF LAWS PRINCIPLES, GOVERN TRANSFERS OF THE CONVEYED INTERESTS OR THE SUBSURFACE ACCESS EASEMENT LOCATED IN SUCH OTHER JURISDICTION, THIS DEED AND THE LEGAL RELATIONS AMONG GRANTOR AND GRANTEE SHALL BE GOVERNED AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF TEXAS. EACH OF GRANTOR AND GRANTEE CONSENT TO THE EXERCISE OF JURISDICTION IN PERSONAM BY THE UNITED STATES FEDERAL DISTRICT COURTS LOCATED IN THE STATE OF PENNSYLVANIA FOR ANY ACTION ARISING OUT OF THIS DEED OR ANY TRANSACTION CONTEMPLATED HEREBY. ALL ACTIONS OR PROCEEDINGS WITH RESPECT TO, ARISING DIRECTLY OR INDIRECTLY IN CONNECTION WITH, OUT OF, RELATED TO, OR FROM THIS DEED OR ANY TRANSACTION CONTEMPLATED HEREBY SHALL BE EXCLUSIVELY LITIGATED IN THE UNITED STATES FEDERAL DISTRICT COURTS HAVING SITES IN PITTSBURGH, PENNSYLVANIA (AND ALL APPELLATE COURTS HAVING JURISDICTION THEREOVER). EACH OF GRANTOR AND GRANTEE WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY ACTION, SUIT OR PROCEEDING ARISING OUT OF OR RELATING TO THIS DEED OR ANY TRANSACTION CONTEMPLATED HEREBY.

**5.4 Successors and Assigns.** This Deed shall bind and inure to the benefit of the parties hereto and their respective successors and assigns.

**5.5 Counterparts.** This Deed may be executed in any number of counterparts, and each such counterpart hereof shall be deemed to be an original instrument, but all of such counterparts shall constitute for all purposes one agreement. To facilitate recordation, there are omitted from the Exhibits to this Deed in certain counterparts descriptions of the Conveyed Interests and/or the Subsurface Access Easement located in recording jurisdictions other than the jurisdiction in which the counterpart is to be filed or recorded.

**5.6 DECLARATION OF CONSIDERATION OR VALUE.** Grantor hereby declares that the total consideration paid for that portion of the Mineral Interests hereby conveyed that is (a) real property and (b) subject to the West Virginia excise tax on the privilege of transferring real property is \$32,746,391.01.

**5.7 CERTIFICATION OF EXEMPTION FROM WITHHOLDING.** The undersigned Grantor hereby certifies, under penalty of perjury, that it is a Virginia limited liability company authorized to do business in the State of West Virginia, and is therefore



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exempt from state income tax withholding requirements imposed by West Virginia Code Chapter 11, Article 21, Section 71b.

*[Signature pages follow]*

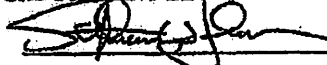
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IN WITNESS WHEREOF, this Deed has been executed by the parties hereto as of September 28, 2011, but is effective for all purposes as of the Effective Time.

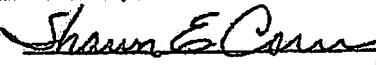
**GRANTOR:**

CNX GAS COMPANY LLC

By:   
Stephen W. Johnson  
Vice President and Secretary

**GRANTEE:**

NOBLE ENERGY, INC.

By:  *me*  
Shawn E. Conner  
Vice President

SIGNATURE PAGE TO MINERAL INTEREST DEED

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**ACKNOWLEDGMENTS**

STATE OF TEXAS,  
COUNTY OF HARRIS, TO-WIT:

I, the undersigned, a notary public of the said county, do hereby certify that on this 28 day of September 2011, before me personally appeared Stephen W. Johnson who acknowledged himself to be the Vice President and Secretary of CNX GAS COMPANY LLC, and that he as such officer, being so authorized to do so, executed the foregoing instrument for the purposes therein contained, by signing the name of the company by himself as said officer.

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

*[Signature]*  
Notary Public

My commission expires: 4-12-2012  
(Notarial Seal)



STATE OF TEXAS,  
COUNTY OF HARRIS, TO-WIT:

I, the undersigned, a notary public of the said county, do hereby certify that on this 29 day of September 2011, before me personally appeared Shawn E. Conner who acknowledged himself to be the Vice President of NOBLE ENERGY, INC., and that he as such officer, being so authorized to do so, executed the foregoing instrument for the purposes therein contained, by signing the name of the company by himself as said officer.

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

*[Signature]*  
Notary Public

My commission expires: 5-1-13  
(Notarial Seal)



This document was prepared by:  
C. Randall King, Esq., Porter & Hedges LLP, 1000 Main Street, 36th Floor, Houston, Texas 77002

ACKNOWLEDGMENTS

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EXHIBIT A  
MINERAL INTERESTS  
Marshall County, WV

Reference #	Grantor	Deed Date	Book	Page	Instrument #	Inst. ID	Plat	County
623175	Richard A. & Olive B. Sims	2/7/1956	312	268		40014001100000400	Franklin	Marshall
623176	Sims, Clara J. & Roy B.	2/7/1956	312	234		40014001100000400	Franklin	Marshall
623177	Jensen, Rubie & Wilma	1/31/1956	312	332		40014000900000400	Franklin	Marshall
623217	Doby, Harry E.	4/19/1956	313	330		40014001400000400	Franklin	Marshall
623218	Bottoms, Paul E. & Marguerite D.	5/2/1956	314	385		40014000900000400	Franklin	Marshall
623295	Hibbs, Kermit Reed	4/9/1968	397	420		40007000500010400	Franklin	Marshall
623236	Utter, James & Mary	4/10/1968	397	436		40005007500010400	Franklin	Marshall
623237	Doby, Parker L.	9/3/1968	399	503		40007001200010400	Franklin	Marshall
623238	Doby, Lucy E.	11/9/1968	403	331		04000700120000400,	Franklin	Marshall
623344	Brown, John J. & Margaret Brown, John Jr.	12/5/1955	311	123		040007001300000400,	Franklin	Marshall
623346	Wilson, Albert M. & Effie	1/20/1956	311	411		040007001300000400	Franklin	Marshall
623347	Meeker, Lloyd J. & Jo Ann	1/5/1956	311	404		50001000200000500	Franklin	Marshall
623348	Goodrich, Robert A. & Norma Jean	1/7/1956	311	406		50001001000000500	Franklin	Marshall
623349	Goodrich, Clarence E. & Elsie	1/7/1956	311	400		5-1-15	Franklin	Marshall
623351	Knox, Vernon & Dessie	1/25/1956	312	6		50001001600000500	Franklin	Marshall
623352	Eller, Bartell & Florence	1/23/1956	312	55		50001000000000500	Franklin	Marshall
623353	Rine, James C. & Clarice E.	1/25/1956	312	127		25-05-0002-0005-0000-0000, 5-2-5	Franklin	Marshall
623354	Smith, Jerry O. & Hazel	1/25/1956	312	181		0500010005000000500, 5-2-3	Franklin	Marshall
						0500010007000000500, 5-2-4	Franklin	Marshall

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**EXHIBIT D**

**EXCLUDED ASSETS**

For purposes of this Deed, "Excluded Assets" means:

- (a) all of Grantor's corporate minute books and corporate financial records that relate to Grantor's business generally (including the ownership and operation of the Conveyed Interests);
- (b) all trade credits, all accounts, receivables and all other proceeds, income or revenues attributable to the Conveyed Interests with respect to any period of time prior to the Effective Time;
- (c) all claims and causes of action of Grantor arising under or with respect to any Contracts that are attributable to periods of time prior to the Effective Time (including claims for adjustments or refunds);
- (d) subject to Section 5.4 of the Acquisition Agreement, all rights and interests of Grantor (i) under any policy or agreement of insurance or indemnity, (ii) under any bond or (iii) to any insurance or condemnation proceeds or awards arising, in each case, from acts, omissions or events, or damage to or destruction of property;
- (e) all Hydrocarbons produced and sold from the Properties with respect to all periods prior to the Effective Time, other than those Hydrocarbons attributable to the Conveyed Interests and in storage or existing in stock tanks, pipelines or plants (including inventory) as of the Effective Time;
- (f) all claims of Grantor for refunds of or loss carry forwards with respect to (i) Asset Taxes attributable to any period, or portion thereof, prior to the Effective Time, (ii) income or franchise Taxes or (iii) any Taxes attributable to the Excluded Assets;
- (g) all offices (including any owned or leased real or immovable property relating thereto) and personal computers and associated peripherals and all radio and telephone equipment and licenses relating thereto;
- (h) all of Grantor's proprietary computer software, patents, trade secrets, copyrights, names, trademarks, logos and other intellectual property;
- (i) all servitudes, easements, rights-of-way, surface fee interests, surface leases and other surface use agreements not primarily used or held for use in connection with the ownership or operation of the Properties or the Personal Property;

EXHIBIT D-1

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- (j) all documents and instruments of Grantor that may be protected by an attorney-client privilege;
- (k) all data and Contracts that cannot be disclosed to Grantee as a result of confidentiality arrangements under agreements with Third Parties;
- (l) all audit rights arising under any of the Applicable Contracts or otherwise with respect to any period prior to the Effective Time or to any of the Excluded Assets, except for any Imbalances assumed by Grantee;
- (m) all geophysical and other seismic and related technical data and information relating to the Properties or other Conveyed Interests to the extent that such geophysical and other seismic and related technical data and information is not transferable without payment of a fee or other penalty (unless Grantee agrees to, and does, pay such fees and penalties) or not otherwise set forth in Schedule 2.1 to the Acquisition Agreement;
- (n) documents prepared or received by Grantor or its Affiliates with respect to (i) lists of prospective purchasers for such transactions compiled by Grantor or its Affiliates, (ii) bids submitted by other prospective purchasers of the Conveyed Interests or any other interest in the Properties, (iii) analyses by Grantor or its Affiliates of any bids submitted by any prospective purchaser, (iv) correspondence between or among Grantor or its Affiliates or their respective representatives, and any prospective purchaser other than Grantee and (v) correspondence between Grantor or its Affiliates or any of their respective representatives with respect to any of the bids, the prospective purchasers, or the transactions contemplated in this Agreement;
- (o) all trucks, cars and drilling/workover rigs utilized by Grantor or its Affiliates in connection with the ownership or operation of the Conveyed Interests;
- (p) all Hedge Contracts;
- (q) all proceeds and amounts held in suspense as of Closing that are attributable to the Hydrocarbons produced from the Properties;
- (r) Overhead Costs payable to Grantor or any Affiliate of Grantor as an Operator of the Conveyed Interests attributable to the period between the Effective Time and the Closing Date;
- (s) files and records attributable to the Conveyed Interests that are maintained by Grantor that are not primarily used or held for use in connection with the operatorship or ownership of the Conveyed Interests;
- (t) any Conveyed Interests described in Section 2.1(b) that are not assignable;
- (u) any Retained Interest;

EXHIBIT D-2

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- (v) all Existing Gathering Assets;
- (w) the Antero ORRI;
- (x) all rights to coal and substances mined in connection therewith;
- (y) any Additional Interests acquired by Grantor during the Interim Period in the Development Area with respect to which Grantee elects not to acquire its participating share pursuant to the terms of the Development Agreement;
- (z) all water rights;
- (aa) the Downstream Contracts, the NJR Contracts and the Peoples Contract;
- (bb) all Contracts which are held or to be held by Grantor in its capacity as operator of the Development Area set forth on Exhibit A-2 to the Development Agreement, including drilling Contracts and services Contracts;
- (cc) all Pipeline Imbalances; and
- (dd) all SCADA Equipment and Federal Communication Commission licenses.

EXHIBIT D-3

STATE OF WEST VIRGINIA, MARSHALL COUNTY, SCT.:

I, JAN PEST, Clerk of the County Commission of said County, do hereby certify that the annexed writing, bearing date on the 28<sup>th</sup> day of September, 2011, was presented for and by me, admitted to record in my office upon the above certificate as to the parties therein named this 5<sup>th</sup> day of December, 2011 at 10:22 o'clock A.M.

CPS 5M 10-11

TESTE: Jan Pest Clerk.



4705101835

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

Re: Drilling Under Roads

To Whom It May Concern:

Noble Energy, Inc. has the right to drill, stimulate and produce wells that are drilled under the County and State Roads as designated on the plats.

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

Sincerely,

A handwritten signature in black ink, appearing to read 'Dee Swiger'.

Dee Swiger  
Regulatory Analyst III

DS/

Enclosures:

Received  
Office of Oil & Gas  
MAR 13 2015

05/29/2015



4705101835

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

Date of Notice Certification: 3-2-15

API No. 47- 051 - \_\_\_\_\_  
Operator's Well No. MND 1 CHS  
Well Pad Name: MND 1

**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>West Virginia</u>	UTM NAD 83 Easting: <u>519305.934</u>
County: <u>Marshall</u>	Northing: <u>4411125.683</u>
District: <u>Clay</u>	Public Road Access: <u>County Highway 88/8</u>
Quadrangle: <u>Powhatan Point</u>	Generally used farm name: <u>Consol (Now owned by Murray American Energy DBA Consolidation Coa)</u>
Watershed: <u>Short Creek - Ohio River (HUC 10)</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.

<p>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:</p> <p>*PLEASE CHECK ALL THAT APPLY</p> <p><input type="checkbox"/> 1. NOTICE OF SEISMIC ACTIVITY or <input checked="" type="checkbox"/> NOTICE NOT REQUIRED BECAUSE NO SEISMIC ACTIVITY WAS CONDUCTED</p> <p><input checked="" type="checkbox"/> 2. NOTICE OF ENTRY FOR PLAT SURVEY or <input type="checkbox"/> NO PLAT SURVEY WAS CONDUCTED</p> <p><input type="checkbox"/> 3. NOTICE OF INTENT TO DRILL or <input checked="" type="checkbox"/> NOTICE NOT REQUIRED BECAUSE NOTICE OF ENTRY FOR PLAT SURVEY WAS CONDUCTED or</p> <p style="padding-left: 100px;"><input checked="" type="checkbox"/> WRITTEN WAIVER BY SURFACE OWNER (PLEASE ATTACH)</p> <p><input checked="" type="checkbox"/> 4. NOTICE OF PLANNED OPERATION</p> <p><input checked="" type="checkbox"/> 5. PUBLIC NOTICE</p> <p><input checked="" type="checkbox"/> 6. NOTICE OF APPLICATION</p>	<p><b>OOO OFFICE USE ONLY</b></p> <p><input checked="" type="checkbox"/> RECEIVED/ NOT REQUIRED</p> <p><input checked="" type="checkbox"/> RECEIVED</p> <p><input checked="" type="checkbox"/> RECEIVED/ NOT REQUIRED</p> <p><input checked="" type="checkbox"/> RECEIVED</p> <p><input checked="" type="checkbox"/> RECEIVED</p> <p><input checked="" type="checkbox"/> RECEIVED</p>
---	---

**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 for personal service, the return receipt card or other postal receipt for certified mailing.

MAR 13 2015

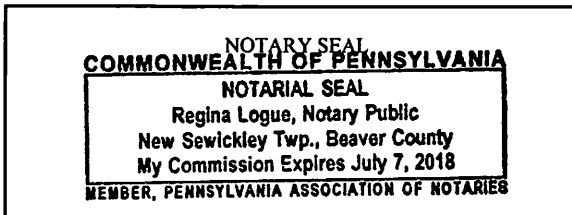
05/29/2015

**Certification of Notice is hereby given:**

THEREFORE, I Dee Swiger *Dee Swiger*, 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: Noble Energy, Inc.  
By: Dee Swiger *Dee Swiger*  
Its: Regulatory Analyst III  
Telephone: 724-820-3061

Address: 1000 Noble Energy Drive  
Canonsburg, PA 15317  
Facsimile: 724-416-5248  
Email: dee.swiger@nblenergy.com



Subscribed and sworn before me this 25<sup>th</sup> day of February.  
Regina Logue Notary Public  
My Commission Expires 07/07/2018

**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](mailto:depprivacyofficer@wv.gov).

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05/29/2015

WW-6A  
(9-13)

API NO. 47- 051 -  
OPERATOR WELL NO. MND 1 CHS  
Well Pad Name: MND 1

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

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

**Date of Notice:** 3-2-2015 **Date Permit Application Filed:** 3-10-2015

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**Notice of:**

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

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

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

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

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

SURFACE OWNER(s)

Name: Murray Energy Corporation / Jason Witt  
Address: 46226 National Road  
Saint Clairsville, OH 43950

Name: \_\_\_\_\_  
Address: \_\_\_\_\_

SURFACE OWNER(s) (Road and/or Other Disturbance)

Name: Wendell B. & Caroyln S. Rine  
Address: 918 Kansas Ridge Lane  
Moundsville, WV 26041

Name: \_\_\_\_\_  
Address: \_\_\_\_\_

SURFACE OWNER(s) (Impoundments or Pits)

Name: \_\_\_\_\_  
Address: \_\_\_\_\_

COAL OWNER OR LESSEE

Name: Consol Mining Company / Ryan Arp  
Address: 1000 Consol Energy Drive  
Canonsburg, PA 15317

COAL OPERATOR  
Name: Consolidation Coal Company ( Alex O'Neill)  
Address: 46226 National Road  
Saint Clairsville, OH 43950

SURFACE OWNER OF WATER WELL AND/OR WATER PURVEYOR(s)

Name: No water purveyors with in 1500'  
Address: \_\_\_\_\_

OPERATOR OF ANY NATURAL GAS STORAGE FIELD

Name: \_\_\_\_\_  
Address: \_\_\_\_\_

\*Please attach additional forms if necessary

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WV Department of  
Environmental Protection

05/29/2015

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**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 57<sup>th</sup> Street, SE, Charleston, WV 25304 (304-926-0450) or by visiting [www.dep.wv.gov/oil-and-gas/pages/default.aspx](http://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

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

**Water Well Testing:**

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

**Water Testing Laboratories:**

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

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

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

**Written Comment:**

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

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

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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.**

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**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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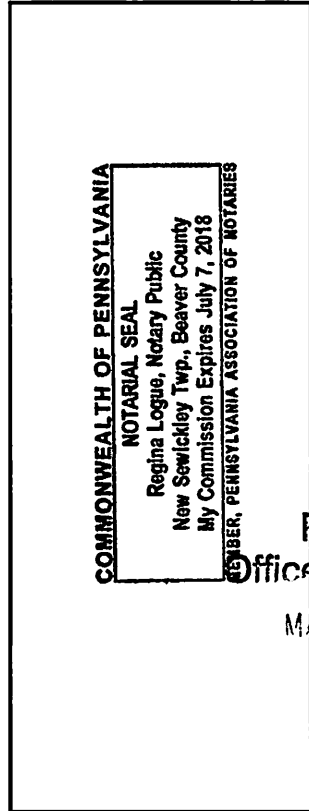
API NO. 47- 051 -  
OPERATOR WELL NO. MND 1 CHS  
Well Pad Name: MND 1

**Notice is hereby given by:** Dee Swiger  
Well Operator: Noble Energy, Inc.  
Telephone: 724-820-3061  
Email: dee.swiger@nblenergy.com

Address: 1000 Noble Energy Drive  
Canonsburg, PA 15317  
Facsimile: 724-416-5248

**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](mailto:depprivacyofficer@wv.gov).

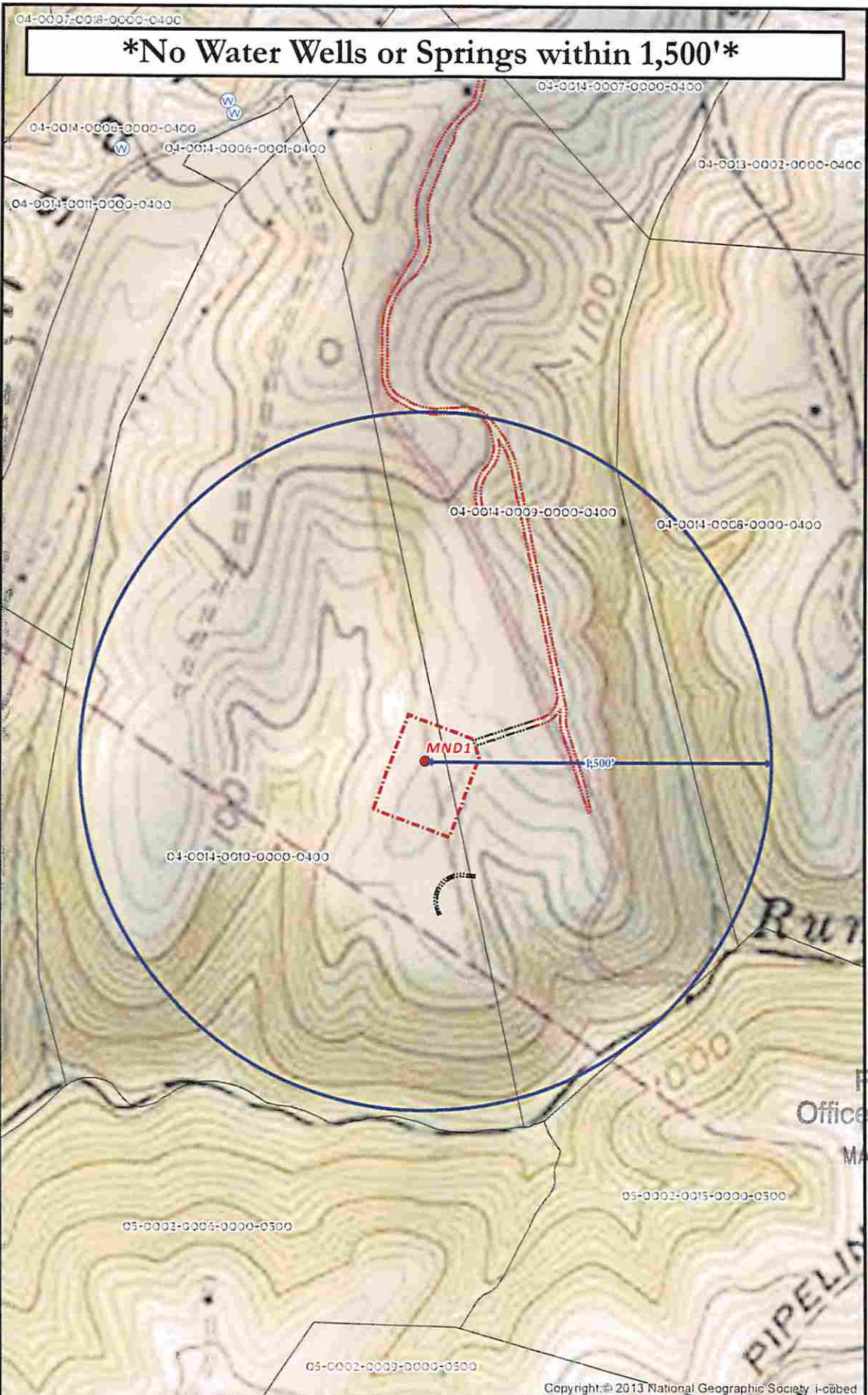


Subscribed and sworn before me this 25<sup>th</sup> day of Feb., 2015.  
Regina Logue Notary Public  
My Commission Expires 07/07/2018

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<b>MND 1 SITE SAFETY PLAN</b> - WATER WELL PURVEYORS -		0 250 500 1,000 Feet 1 Inch = 500 Feet	Date: 8/5/2014 Author: Christopher Glover
● Well Pad W Water Well --- Pipeline Compressor Access	--- Noise Access Road --- Well Pad Boundary --- Water Well Buffer --- Pipeline	Projection: NAD 1927 StatePlane West Virginia North FIPS 4701 Units: Foot US **Disclaimer: All data is licensed for use by Noble Energy Inc. use only.**	noble energy   6/6

05/29/2015



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Operator Well No. MND 1

**STATE OF WEST VIRGINIA  
DEPARTMENT OF ENVIRONMENTAL PROTECTION, OFFICE OF OIL AND GAS  
NOTICE OF ENTRY FOR PLAT SURVEY**

**Notice Time Requirement:** Notice shall be provided at least SEVEN (7) days but no more than FORTY-FIVE (45) days prior to entry

**Date of Notice:** 6/20/2014      **Date of Planned Entry:** 06/27/2014

**Delivery method pursuant to West Virginia Code § 22-6A-10a**

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

Pursuant to West Virginia Code § 22-6A-10(a), Prior to filing a permit application, the operator shall provide notice of planned entry on to the surface tract to conduct any plat surveys required pursuant to this article. Such notice shall be provided at least seven days but no more than forty-five days prior to such entry to: (1) The surface owner of such tract; (2) to any owner or lessee of coal seams beneath such tract that has filed a declaration pursuant to section thirty-six, article six, chapter twenty-two of this code; and (3) any owner of minerals underlying such tract in the county tax records. The notice shall include a statement that copies of the state Erosion and Sediment Control Manual and the statutes and rules related to oil and gas exploration and production may be obtained from the Secretary, which statement shall include contact information, including the address for a web page on the Secretary's web site, to enable the surface owner to obtain copies from the secretary.

**Notice is hereby provided to:**

SURFACE OWNER(s)  
 Name: Murray Energy Corporation / Jason Witt  
 Address: 46226 National Road  
Saint Clairsville, OH 43950  
 Name: \_\_\_\_\_  
 Address: \_\_\_\_\_  
 Name: \_\_\_\_\_  
 Address: \_\_\_\_\_

COAL OWNER OR LESSEE  
 Name: Consol Mining Company / Ryan Arp  
 Address: 1000 Consol Energy Drive  
Canonsburg, PA 15317

MINERAL OWNER(s)  
 Name: CNX Gas Company, LLC  
 Address: 1000 Consol Energy Drive  
Canonsburg, PA 15317  
 \*please attach additional forms if necessary

**Notice is hereby given:**

Pursuant to West Virginia Code § 22-6A-10(a), notice is hereby given that the undersigned well operator is planning entry to conduct a plat survey on the tract of land as follows:

State: <u>West Virginia</u>	Approx. Latitude & Longitude: <u>N 39.849832 W 80.774225</u>
County: <u>Marshall</u>	Public Road Access: <u>Co. Hwy 88/8</u>
District: <u>Clay</u>	Watershed: <u>Short Creek - Ohio River (Huc -10)</u>
Quadrangle: <u>Powhattan Point</u>	Generally used farm name: _____

Copies of the state Erosion and Sediment Control Manual and the statutes and rules related to oil and gas exploration and production may be obtained from the Secretary, at the WV Department of Environmental Protection headquarters, located at 601 57<sup>th</sup> Street, SE, Charleston, WV 25304 (304-926-0450). Copies of such documents or additional information related to horizontal drilling may be obtained from the Secretary by visiting [www.dep.wv.gov/oil-and-gas/pages/default.aspx](http://www.dep.wv.gov/oil-and-gas/pages/default.aspx).

**Notice is hereby given by:**

Well Operator: Noble Energy, Inc.  
 Telephone: 724-820-3061  
 Email: dswiger@nobleenergyinc.com

Address: 333 Technology Drive Suite 116  
Canonsburg, PA 15317  
 Facsimile: 724-743-0050

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05/29/2015

**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](mailto:depprivacyofficer@wv.gov).

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**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:** 3-2-15      **Date Permit Application Filed:** 3-10-15

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**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: Murray Energy Corporation / Jason Witt  
Address: 46226 National Road  
Saint Clairsville, OH 43950

Name: Wendell B. & Carolyn S. Rine  
Address: 918 Kansas Ridge Lane  
Moundsville, WV 26041

**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>519305.934</u>	
County: <u>Marshall</u>		Northing: <u>4411125.683</u>	
District: <u>Clay</u>	Public Road Access: <u>County Highway 88/8</u>		
Quadrangle: <u>Powhatan Point</u>	Generally used farm name: <u>Consol (Now owned by Murray American Energy DBA Consolidation Coal)</u>		
Watershed: <u>Short Creek - Ohio River (HUC 10)</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 57<sup>th</sup> Street, SE, Charleston, WV 25304 (304-926-0450) or by visiting [www.dep.wv.gov/oil-and-gas/pages/default.aspx](http://www.dep.wv.gov/oil-and-gas/pages/default.aspx).

Well Operator: Noble Energy, Inc.  
Telephone: 724-820-3061  
Email: dee.swiger@nblenergy.com

Address: 1000 Noble Energy Drive  
Canonsburg, PA 15317  
Facsimile: 724-416-5248

**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](mailto:depprivacyofficer@wv.gov).

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05/29/2015

4705101835

WW-6AW  
(1-12)

API NO. \_\_\_\_\_  
OPERATOR WELL NO. MND1 CHS  
Well Pad Name: MND1

**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.

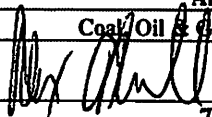
**VOLUNTARY STATEMENT OF NO OBJECTION**

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: West Virginia  
County: Marshall  
District: Clay  
Quadrangle: POWHATAN POINT  
Watershed: Ohio River

WVSPN NAD 27 Easting: 1,642,169.387  
Northing: 494,189.887  
Public Road Access: Taylor's Ridge Road  
Generally used farm name: CONSOLIDATION COAL CO.

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 WV North NAD27 coordinates of North 494,189.887, East 1,642,169.387 in accordance with the Agreement between Consolidation Coal Company, Murray American Energy, Inc. and NOBLE ENERGY, INC. dated July 25, 2014.

<p>*Please check the box that applies</p> <p><input type="checkbox"/> SURFACE OWNER</p> <p><input type="checkbox"/> SURFACE OWNER (Road and/or Other Disturbance)</p> <p><input type="checkbox"/> SURFACE OWNER (Impoundments/Pits)</p> <p><input type="checkbox"/> COAL OWNER OR LESSEE</p> <p><input checked="" type="checkbox"/> COAL OPERATOR</p> <p><input type="checkbox"/> WATER PURVEYOR</p> <p><input type="checkbox"/> OPERATOR OF ANY NATURAL GAS STORAGE FIELD</p>	<p><b>FOR EXECUTION BY A NATURAL PERSON</b></p> <p>Signature: _____</p> <p>Print Name: _____</p> <p>Date: _____</p>
	<p><b>FOR EXECUTION BY A CORPORATION, ETC.</b></p> <p>Company: <u>CONSOLIDATION COAL CO.</u></p> <p>By: <u>Alex O'Neill</u></p> <p>Its: <u>Coal/Oil &amp; Gas Relations Manager</u></p> <p>Signature: </p> <p>Date: <u>7/30/2014</u></p>

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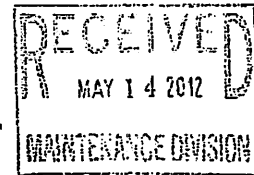
MAR 13 2015

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05/29/2015

*OIL AND GAS ROAD  
STATEWIDE BONDING AGREEMENT*



THIS AGREEMENT, executed in duplicate, made and entered into this 2 day of May, 2012, by and between the WEST VIRGINIA DEPARTMENT OF TRANSPORTATION, DIVISION OF HIGHWAYS, hereinafter called "DEPARTMENT," and Noble Energy, Inc. a Delaware company, hereinafter called "COMPANY."

4705101835

WITNESSETH:

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

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

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

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

I. For purposes of this Bonding Agreement, "Project Transportation Usage" of the Company shall be understood to mean use of one or more State Owned Roads for the delivery and removal of drilling materials and drilling equipment at the site or location of one or more of Company's horizontal gas well pad locations. To the extent reasonably practical, prior to commencing use of a State Owned Road for Project Transportation Usage after January 1, 2011, the Company shall submit to the Department a section or sections of current official WVDOH County Highway maps identifying the exact location of the proposed project and the State Owned Roads that the Company will utilize for the Project Transportation Usage.

II. Company and Department shall within 14 days of the Company's submittal, agree to a list of these sections of State Owned Roads, hereinafter called "Project Roads List", to be utilized for each of Company's projects, identified by route number and milepost; at a time to be mutually agreed to by the parties prior to initial commencement of Project Transportation Usage of a particular State Owned Road on a Project Roads List, the Company and Department will jointly review the condition of the roads and bridges on the Project Roads List. The Department will document the road type and surface condition and general right-of-way width of each section of road on the Project Road List. Either party may supplement this documentation with photographs, video or other evidence of the present condition of the road surface, shoulders, ditches, culverts, bridges or other structures or appurtenances of roads on the Project Road List, as well as approaches to the roads, utility facilities located within or along the right-of-way, or any other condition, including third-party activities, that may affect the duties and responsibilities of the parties under this Agreement. A copy of any such documentation must be made and provided to the other party within ten business days after the joint review of the roads on the Project Roads List.

III. Department shall issue a Project Agreement or Project Permit, as appropriate, to Company to use State Owned Roads and may include any minor or major improvements required of Company prior to, during or after Project with the assignment of responsibilities of both parties prior to, during and after the operator has completed well fracturing.

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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

September 24, 2014

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

4705101830

Subject: DOH Permit for the MND-1 Well Pad, Marshall County

Dear Mr. Martin,

The West Virginia Division of Highways has issued Permit #06-2014-0611 for the subject site to Noble Energy, Inc. for access to the State Road for the well site located off of Marshall County Route 88/8 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: James L. McCune  
Noble Energy, Inc.  
CH, OM, D-6  
File

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## Hydraulic Fracturing Fluid Product Component Information Disclosure

Hydraulic Fracturing Fluid Composition:

Trade Name	Supplier	Purpose	Ingredients	Chemical Abstract Service Number (CAS #)	Maximum Ingredient Concentration in Additive (% by mass)**
Fresh Water	Operator				100.00%
HYDROCHLORIC ACID 5-10%	Halliburton		Hydrochloric acid	7647-01-0	10.00%
SAND - COMMON WHITE	Halliburton	Proppant	Crystalline silica, quartz	14808-60-7	100.00%
SAND - PREMIUM WHITE	Halliburton	Proppant	Crystalline silica, quartz	14808-60-7	100.00%
FR-66	Halliburton	Friction Reducer	Hydrotreated light petroleum distillate	64742-47-8	30.00%
BE-9	Halliburton	Biocide	Tributyl tetradecyl phosphonium chloride	81741-28-8	10.00%
Scalechek® LP-65 Scale Inhibitor	Halliburton	Scale Inhibitor	Ammonium chloride	12125-02-9	10.00%
LGC-36 UC	Halliburton	Liquid Gel Concentrate	Guar gum	9000-30-0	60.00%
			Naphtha, hydrotreated heavy	64742-48-9	60.00%
LCA-1	Halliburton	Solvent	Paraffinic solvent	Confidential Business Information	100.00%
HAI-OS ACID INHIBITOR	Halliburton	Corrosion Inhibitor	Methanol	67-56-1	60.00%
			Propargyl alcohol	107-19-7	10.00%
FE-1A ACIDIZING COMPOSITION	Halliburton	Additive	Acetic acid	64-19-7	60.00%
			Acetic anhydride	108-24-7	100.00%
LoSurf-300D	Halliburton	Non-ionic Surfactant	1,2,4 Trimethylbenzene	95-63-6	1.00%
			Ethanol	64-17-5	60.00%
			Heavy aromatic petroleum naphtha	64742-94-5	30.00%
			Naphthalene	91-20-3	5.00%
			Poly(oxy-1,2-ethanediyl), alpha-(4-nonylphenyl)-omega-hydroxy-, branched	127087-87-0	5.00%
SP BREAKER	Halliburton	Breaker	Sodium persulfate	7775-27-1	100.00%
WG-36 GELLING AGENT	Halliburton	Gelling Agent	Guar gum	9000-30-0	100.00%

\* Total Water Volume sources may include fresh water, produced water, and/or recycled water

\*\* Information is based on the maximum potential for concentration and thus the total may be over 100%

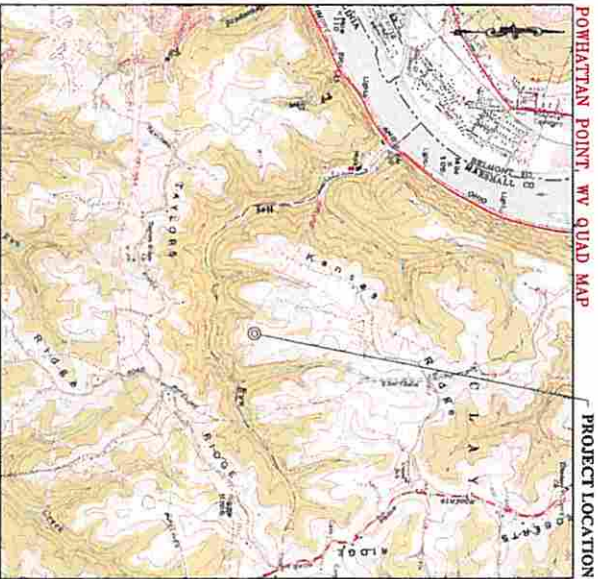
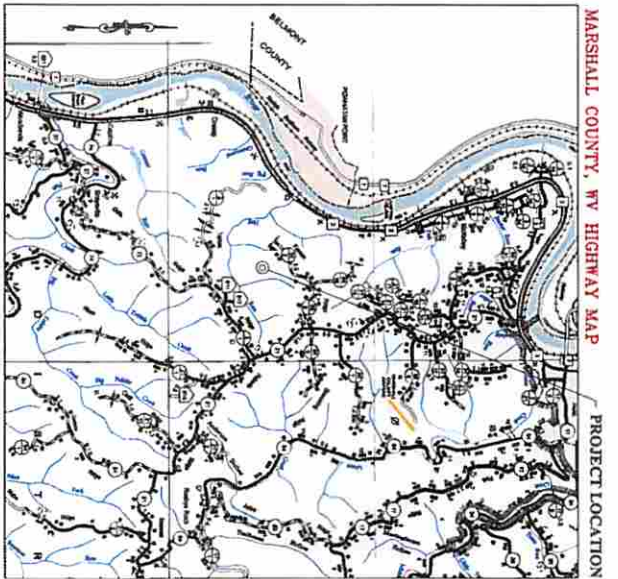
Note: For Field Development Products (products that begin with FDP), MSDS level only information has been provided.

All component information listed was obtained from the supplier's Material Safety Data Sheets (MSDS). As such, the Operator is not responsible for inaccurate and/or incomplete information. Any questions regarding the content of the MSDS should be directed to the supplier who provided it. The Occupational Safety and Health Administration's (OSHA) regulations govern the criteria for the disclosure of this information. Please note that Federal Law protects "proprietary", "trade secret", and

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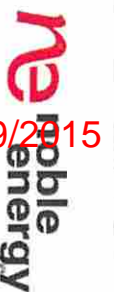
# NOBLE ENERGY, INC.

## CONSTRUCTION PLANS FOR THE MND 01 WELL PAD AND ACCESS ROAD

MARSHALL COUNTY, WV

JUNE 24, 2014

API# 5101768



SHEET INDEX

SHEET	TITLE SHEET	DESCRIPTION
1	GENERAL NOTE	
2	GENERAL STANDARD	
3	TYPICAL SECTIONS	
4	OVERALL GEOMETRIC LAYOUT	
5	WELL PAD GEOMETRIC LAYOUT	
6	EXISTING CONDITIONS	
7	OVERALL SITE PLAN	
8	WELL PAD PROFILE	
9	WELL PAD PROFILE	
10	WELL PAD PROFILE	
11 - 17	WELL PAD SECTIONS	
18	ACCESS ROAD SECTIONS	
19	ACCESS ROAD SECTIONS	
20	EXISTING ACCESS ROAD AND PROFILE	
21	EXISTING ACCESS ROAD RELOCATION SECTIONS	
22	RECLAMATION PLAN	
23 - 26	DETAILED	
27 - 29	FINCON ACCESS ROAD PLAN AND PROFILE	

### MND 01 BOREHOLE COORDINATES

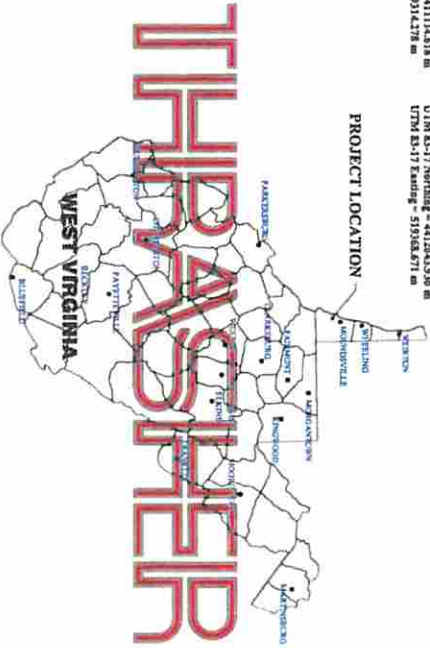
Well Number	WV83-N Latitude	WV83-N Longitude	WV27-N Northing	WV27-N Easting	WV83-N Northing	WV83-N Easting	UTM 83-17 Northing	UTM 83-17 Easting
1	N 39.850097° W	80.774286°	494217.968	156421.943	494217.968	156421.943	4411134.792	519909.008
2	N 39.849970° W	80.774304°	494209.928	156421.765	494209.928	156421.765	4411132.988	519897.471
3	N 39.849937° W	80.774322°	494209.928	156421.765	494209.928	156421.765	4411132.988	519897.471
4	N 39.849894° W	80.774340°	494209.928	156421.765	494209.928	156421.765	4411132.988	519897.471
5	N 39.849851° W	80.774358°	494209.928	156421.765	494209.928	156421.765	4411132.988	519897.471
6	N 39.849808° W	80.774376°	494209.928	156421.765	494209.928	156421.765	4411132.988	519897.471
7	N 39.849765° W	80.774394°	494209.928	156421.765	494209.928	156421.765	4411132.988	519897.471
8	N 39.849722° W	80.774412°	494209.928	156421.765	494209.928	156421.765	4411132.988	519897.471
9	N 39.849679° W	80.774430°	494209.928	156421.765	494209.928	156421.765	4411132.988	519897.471
10	N 39.849636° W	80.774448°	494209.928	156421.765	494209.928	156421.765	4411132.988	519897.471
11	N 39.849593° W	80.774466°	494209.928	156421.765	494209.928	156421.765	4411132.988	519897.471
12	N 39.849550° W	80.774484°	494209.928	156421.765	494209.928	156421.765	4411132.988	519897.471

Electronic version of plans can be viewed at: QIOIL GASISAY FILES/REVIEWS

### EXISTING ACCESS ROAD BEGINNING

Well Pad Center  
 Latitude = N 39.849832°  
 Longitude = W 80.774322°  
 WV27-N Northing = 497159.619  
 WV27-N Easting = 164245.846  
 WV83-N Northing = 494209.928  
 WV83-N Easting = 156421.765  
 UTM 83-17 Northing = 4411134.518  
 UTM 83-17 Easting = 519914.278

### PROJECT LOCATION



### MND 01 DISTURBANCE SUMMARY

Property Owner (Acres / Acres)	Forest	Wetland	Wetland	Total
Consolidation Coal Company (41,470)	0.06	1.87	1.86	3.79
Consolidation Coal Company (41,470)	0.44	2.01	2.45	4.90
Total Forested Disturbance	0.50	3.88	4.31	8.69
Non-Forested				
Consolidation Coal Company (41,470)	0.31	0.32	3.88	4.51
Consolidation Coal Company (41,470)	1.31	1.97	2.82	
Total Non-Forested Disturbance	1.62	2.29	6.70	10.61
MND 01 Total Disturbance	2.14	6.17	11.01	19.32



APPROVED FOR PERMITS DATE: 10/14/2014 BY: RM  
 APPROVED FOR BIDS DATE: BY:  
 APPROVED FOR CONSTRUCTION DATE: BY:

REVISION NUMBER	REVISED SHEETS	BY	DATE	DESCRIPTION
1	1-3, 5-22 & 28-29	BM	10/03/2014	ADDRESSED WDEP OOG PERMIT COMMENTS

APPROVED  
 WDEP OOG  
 10/22/2014

THRAPASHER  
 THE THRAPASHER GROUP, INC.  
 600 WHITE OAKS BOULEVARD - BRIDGEPORT, WV 26330  
 PHONE (304) 624-4108 • FAX (304) 624-7831

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**SITE CONSTRUCTION QUANTITY SUMMARY**

ITEM NUMBER	DESCRIPTION	UNIT	QUANTITY
1	TOTAL LIMIT OF DISTURBANCE	AC	9.11
2	TOTAL FORESTED CLEANING AND GRUBBING	AC	4.41
3	TOTAL NON-FORESTED CLEANING AND GRUBBING	AC	4.70
4	TOTAL EARTHWORK	CY	56,330
5	TOPSOIL REMOVAL (ASSUMED 12" IN THICKNESS)	CY	10,175
6	SOIL KEYWAY (EXCAVATION AND PLACEMENT)	CY	5,825
7*	UNDERDRAIN CONTAINMENT TRENCH	LF	1,380
8*	UNDERDRAIN SLUMP	EA	5
9	UNDERDRAIN SLUMP OUTLET PIPE	LF	335
10	CRUSHED AGGREGATE BASE COURSE, AASHTO NO. 1, WELL PAD ONLY	TN	6,575
11	CRUSHED AGGREGATE BASE COURSE, AASHTO NO. 1, ACCESS ROAD ONLY	TN	365
12	CRUSHED AGGREGATE BASE COURSE, AASHTO NO. 1, EXISTING ROAD RELOCATION ONLY	TN	390
13	CRUSHED AGGREGATE BASE COURSE, 1.5 IN MINUS, WELL PAD ONLY	TN	1,645
14	CRUSHED AGGREGATE BASE COURSE, 1.5 IN MINUS, ACCESS ROAD ONLY	TN	95
15	CRUSHED AGGREGATE BASE COURSE, 1.5 IN MINUS, EXISTING ROAD RELOCATION ONLY	TN	100
	TYPE 1 GRANULAR, CLASS II	LF	525
16	EROSION CONTROL SLOPE MATTING	SY	18,620
17	ROCK UNBED DITCH	LF	555
18	ROCK UNBED DITCH	LF	1,270
19	ROCK CHECK DAM	EA	44
20	STONE OUTLET PROTECTION	LF	70
21	18 IN HOPE CULVERT	LF	1,900
22	COMPOST FILTER SOCK, 24 IN	LF	1,375
23	STABILIZED CONSTRUCTION ENTRANCE	EA	1
24	SEEDING AND MULCHING	AC	5.90

\* ITEMS #7 AND #8 PARTS SHALL INCLUDE ALL INCIDENTAL ITEMS NECESSARY TO INSTALL OR CONSTRUCT THE ITEM IN ACCORDANCE WITH THE APPLICABLE DETAILS CONTAINED WITHIN THESE PLANS.

**SITE CONSTRUCTION EARTHWORK SUMMARY**

CUT (SWELL) FACTOR 110%  
 FILL (SHRINK) FACTOR 100%  
 TOTAL CUT 56,330 CY  
 TOTAL FILL 46,225 CY  
 NET CUT 10,125 CY  
 TOTAL TOPSOIL STOCKPILE 10,125 CY

**SITE RECLAMATION QUANTITY SUMMARY**

ITEM NUMBER	DESCRIPTION	UNIT	QUANTITY
1	TOTAL LIMIT OF DISTURBANCE	AC	9.11
2	TOTAL EARTHWORK	CY	10,180
3	ROCK UNBED DITCH	LF	330
4	ROCK CHECK DAM	EA	19
5	STONE OUTLET PROTECTION	EA	2
6	COMPOST FILTER SOCK, 24 IN	LF	575
7	STABILIZED CONSTRUCTION ENTRANCE	EA	1
8	SEEDING AND MULCHING	AC	2.40

**SITE RECLAMATION EARTHWORK SUMMARY**

CUT (SWELL) FACTOR 100%  
 FILL (SHRINK) FACTOR 100%  
 BERM AND STOCKPILE CUT 10,180 CY  
 BERM AND STOCKPILE FILL 0 CY  
 TOTAL CUT 10,180 CY  
 TOTAL WASTE 10,180 CY

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 MAR 13 2015  
**APPROVED**  
 WDEP OOG  
 10/22/2014

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NO.	BY	DATE	DESCRIPTION
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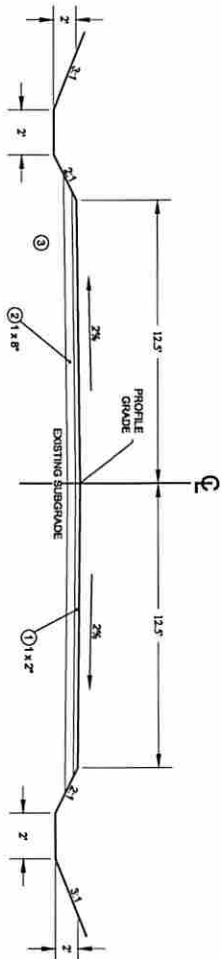


SCALE: \_\_\_\_\_ DATE: \_\_\_\_\_  
 APPROVED: \_\_\_\_\_ DATE: \_\_\_\_\_  
 SURVEY DATE: \_\_\_\_\_  
 SIGNED BY: \_\_\_\_\_  
 FIELD BOOK NO.: \_\_\_\_\_

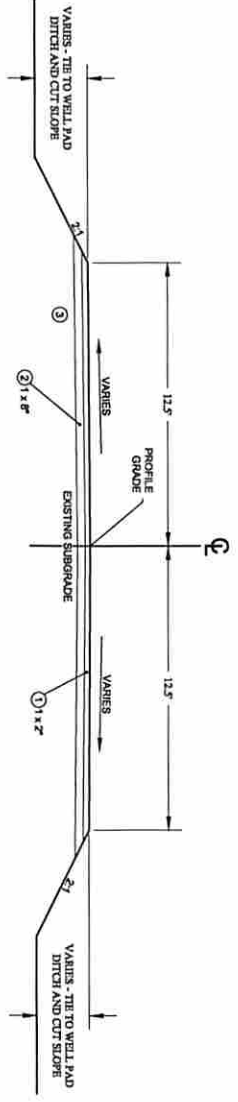
THRAPASHER  
 THE THRAPASHER GROUP, INC.  
 6100 WHITE OAKS BOULEVARD, BROOKFIELD, WV, 26330  
 PHONE (304) 624-4100 FAX (304) 624-7837

PROJECT NO. \_\_\_\_\_  
 CONTRACT NO. \_\_\_\_\_  
 NOBLE ENERGY, INC.  
 CONSTRUCTION PLANS FOR THE  
 MND 01 WELL PAD AND ACCESS ROAD  
 MARSHALL COUNTY, WV  
 QUANTITY SUMMARY

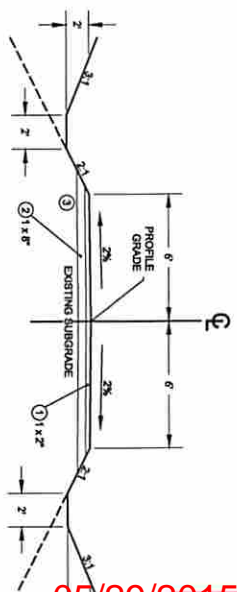
47 05 10 18 35



ACCESS ROAD WITH 2% CROWN AND 3:1 CUTS  
STA 100+12 - 102+65



ACCESS ROAD AT WELL PAD TIE-IN  
STA 102+65 - 102+87

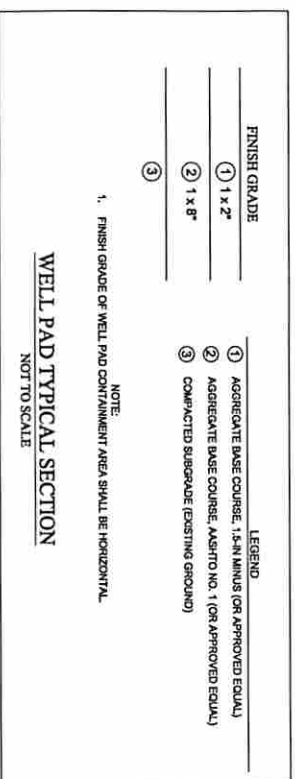


EXISTING ACCESS ROAD RELOCATION  
STA 200+00 - 203+00

- LEGEND
- ① AGGREGATE BASE COURSE, 1.5M MINUS (OR APPROVED EQUAL)
  - ② AGGREGATE BASE COURSE, MSHTD NO. 1 (OR APPROVED EQUAL)
  - ③ COMPACTED SUBGRADE (EXISTING GROUND)

- NOTES
1. SEE PLANS FOR SPECIFIC CUT AND FILL SLOPES.
  2. TIE TO EXISTING ACCESS ROAD AT STATION 100+12.
  3. ALL DITCHES SHALL BE VEGETATED OR ROCK-LINED BASED ON DITCH SLOPE ON AS SHOWN ON THESE PLANS.

ACCESS ROAD TYPICAL SECTIONS  
NOT TO SCALE



WELL PAD TYPICAL SECTION  
NOT TO SCALE

- LEGEND
- ① AGGREGATE BASE COURSE, 1.5M MINUS (OR APPROVED EQUAL)
  - ② AGGREGATE BASE COURSE, MSHTD NO. 1 (OR APPROVED EQUAL)
  - ③ COMPACTED SUBGRADE (EXISTING GROUND)
- NOTE:  
1. FINISH GRADE OF WELL PAD CONTAINMENT AREA SHALL BE HORIZONTAL

APPROVED  
SWDEP 00G  
10/22/2014  
MAR 13 2015  
Office of Oil & Gas  
05/29/2015

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NO.	REV.	DATE	DESCRIPTION



SCALE	DATE

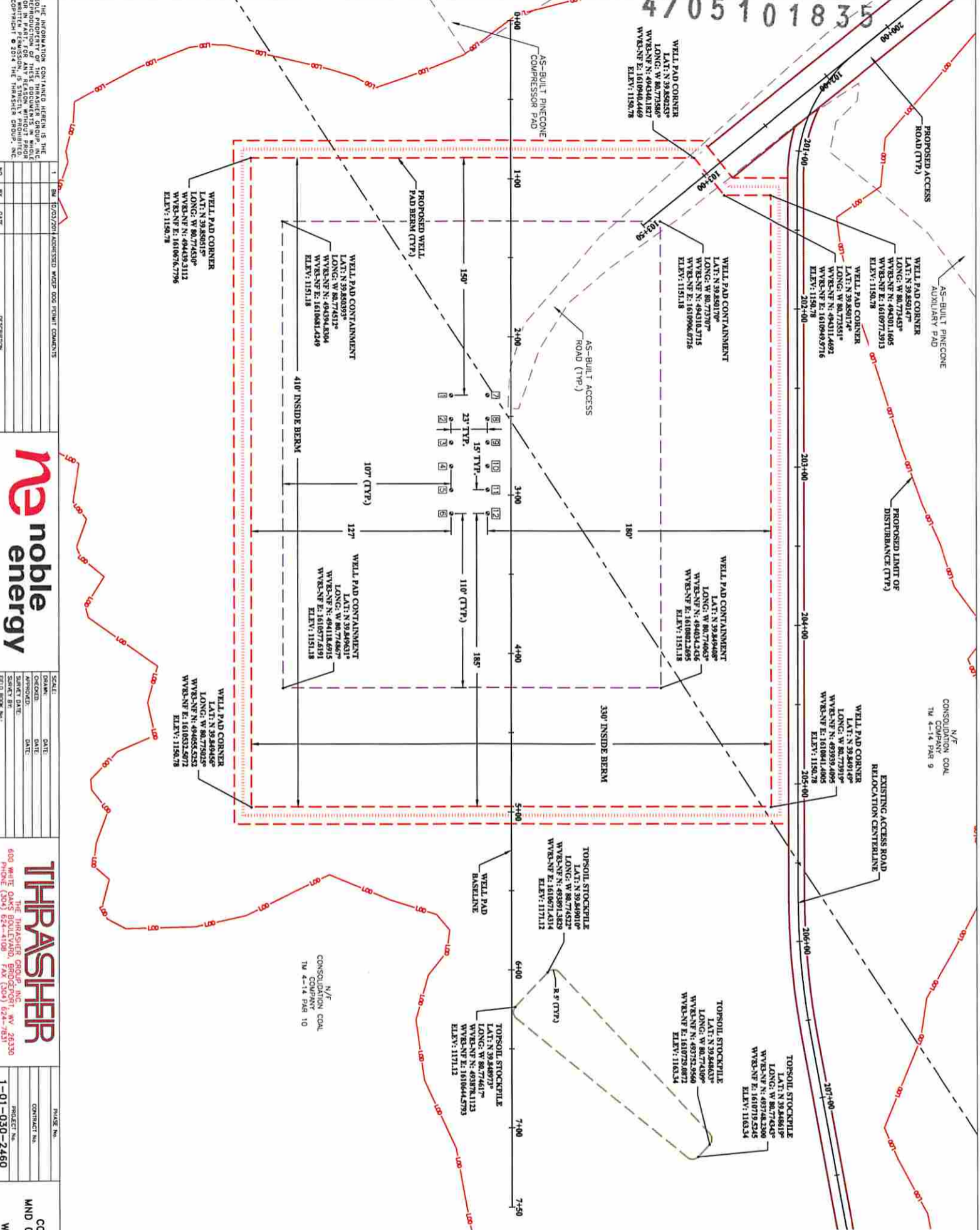
**THRASHER**  
THE THRASHER GROUP, INC.  
600 WHITE OAKS BOULEVARD, FAYETTEVILLE, WV 26330  
PHONE (304) 624-4100 FAX (304) 624-7831

PAGE No.	CONTRACT No.

NOBLE ENERGY, INC.  
CONSTRUCTION PLANS FOR THE  
MND 01 WELL PAD AND ACCESS ROAD  
MARSHALL COUNTY, WV  
TYPICAL SECTIONS



4705101835



NO.	BY	DATE	DESCRIPTION
1	MD	10/03/2014	COMPRESSOR WCDP OOG FROM COMMENTS



SCALE	DATE
AS SHOWN	



PHASE NO.	CONTRACT NO.
1-01-030-2460	

NOBLE ENERGY, INC.  
 CONSTRUCTION PLANS FOR THE  
 MND 01 WELL PAD AND ACCESS ROAD  
 MARSHALL COUNTY, WV  
 WELL PAD GEOMETRIC LAYOUT



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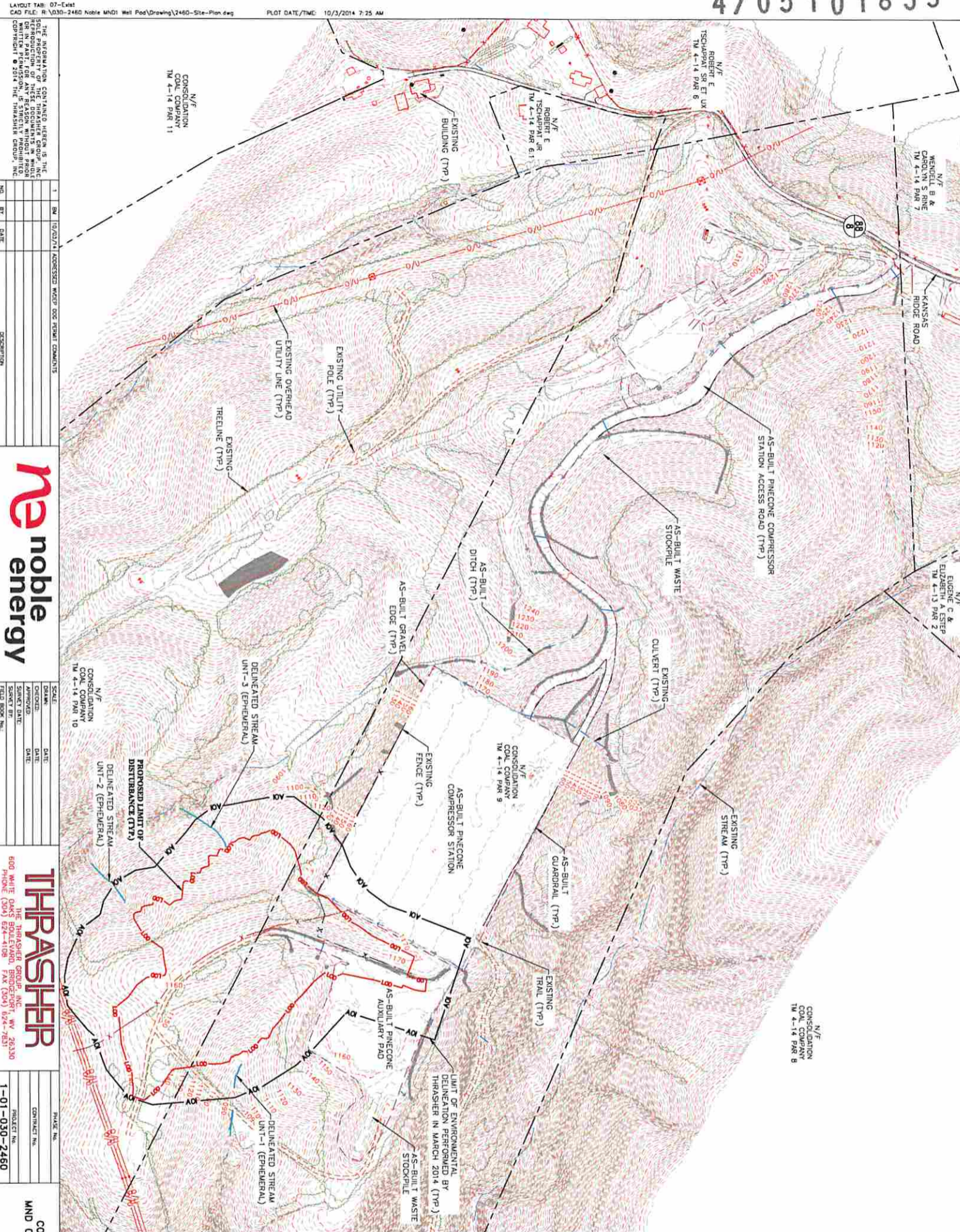
NOTES

- PROPERTY LINES SHOWN ARE BASED ON PROPERTY SURVEY PERFORMED BY BLUE MOUNTAIN, INC. AND PROVIDED BY NOBLE ENERGY IN APRIL 2014.
- EXISTING FEATURING AND CONTROLS ARE BASED ON AERIAL MAPPING OBTAINED FROM BLUE MOUNTAIN INC. IN APRIL 2013 AND CONSTRUCTION PLANS FOR THE PINECONE COMPRESSOR STATION WHICH BEGAN CONSTRUCTION IN MARCH 2014.
- WELL PAD LAYOUT POINTS AND DIMENSIONS ARE LOCATED AT THE INTERIOR BASE OF THE WELL PAD BERM.
- PROPOSED BOREHOLE COORDINATES ARE SHOWN ON THE COVER OF THESE PLANS.
- CONTROL POINTS PROVIDED WERE USED FOR AERIAL MAPPING. ADDITIONAL PROJECT CONTROL WILL BE ESTABLISHED BY THRASHER FOR SITE CONSTRUCTION.

PLAN LEGEND

---	PROPERTY LINE
---	EXISTING INVADED ROAD/BERM
---	PROPOSED BERM OF ACCESS ROAD
---	PROPOSED BERM OF WELL PAD
---	PROPOSED BERM OF WELL PAD BERM
---	PROPOSED BERM OF TOPSOIL STOCKPILE

10/29/2014



NO.	BY	DATE	DESCRIPTION
1	BM	10/02/14	ADDED/REMOVED/CHANGED/REMOVED COMMENTS

**noble energy**

SCALE	DATE
AS-BUILT	10/02/14

**THRASHER**  
 THE THRASHER GROUP, INC.  
 600 WHITE OAKS BOULEVARD, PARK (204) 624-4108  
 PHOENIX (304) 624-4108

PROJECT No.	CONTRACT No.
1-01-030-2460	

NOBLE ENERGY, INC.  
 CONSTRUCTION PLANS FOR THE  
 MND 01 WELL PAD AND ACCESS ROAD  
 MARSHALL COUNTY, WV  
 EXISTING CONDITIONS



**PLAN LEGEND**

--- (dashed line)	PROPERTY LINE
--- (dashed line)	LIMIT OF ENVIRONMENTAL DELINEATION BY THRASHER
--- (dashed line)	EXISTING PAVED ROAD EDGE
--- (dashed line)	EXISTING UNPAVED ROAD EDGE
--- (dashed line)	EXISTING TAIL LAKE
--- (dashed line)	EXISTING DITCH
--- (dashed line)	EXISTING STOCKPILE
--- (dashed line)	EXISTING UTILITY LINE
--- (dashed line)	EXISTING OVERHEAD UTILITY LINE AND POLE
--- (dashed line)	EXISTING STREAM
--- (dashed line)	EXISTING LINE/STREAM - EPHEMERAL
--- (dashed line)	EXISTING DRAIN
--- (dashed line)	LIMIT OF DISTURBANCE

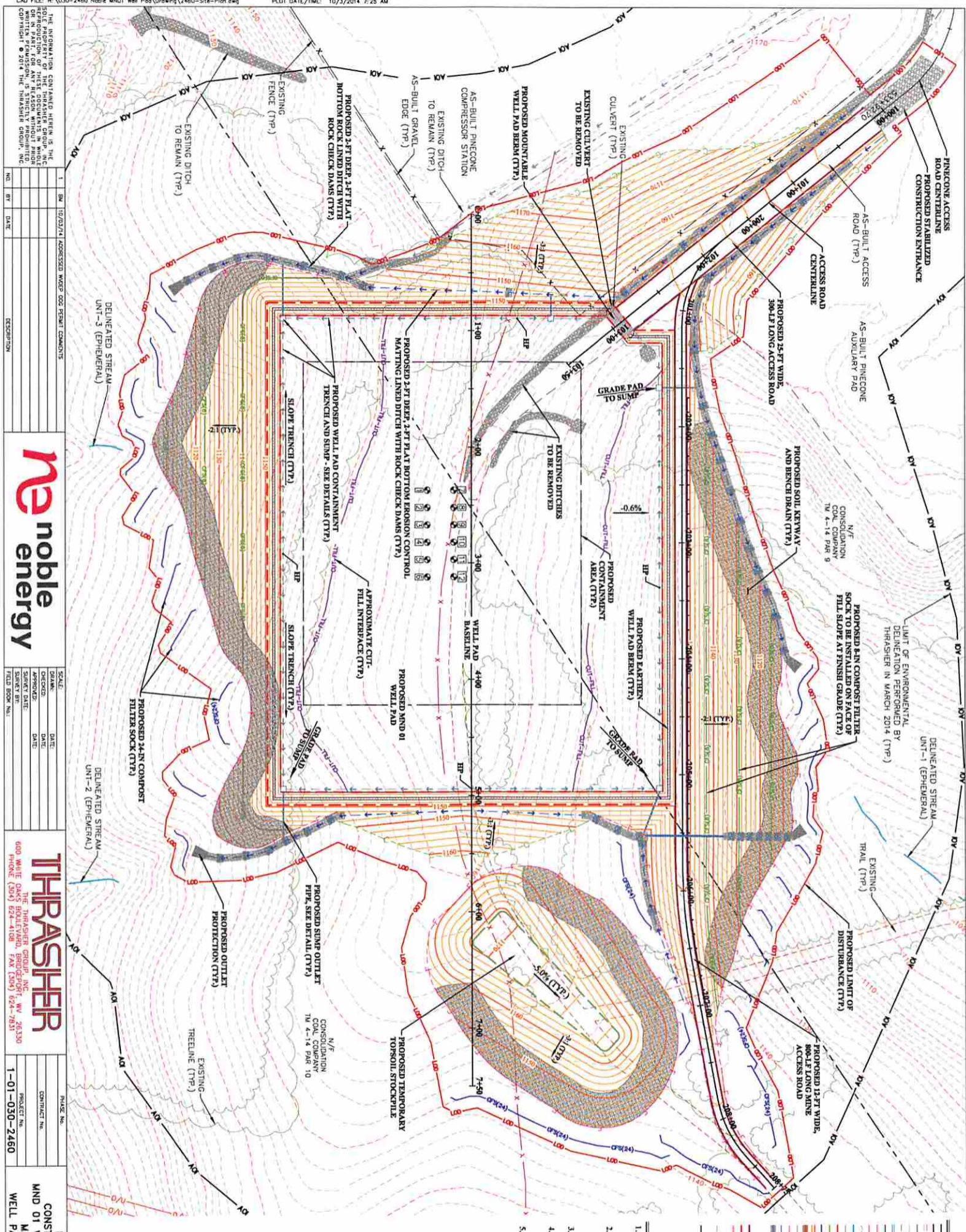
- NOTES**
1. PROPERTY LINES SHOWN ARE BASED ON PROPERTY SURVEY PERFORMED BY BLUE MOUNTAIN, INC. AND PROVIDED BY NOBLE ENERGY. ALL AREAS ARE BASED ON AERIAL PHOTOGRAPHS AND NOT FIELD SURVEY. ANY FIELD SURVEY OR PHOTOGRAPHS ARE NOT TO BE USED TO VERIFY THE LOCATION OF THE PINECONE COMPRESSOR STATION OR THE ENVIRONMENTAL FEATURES DELINEATED BY THRASHER IN MARCH 2014.

**APPROVED**  
**WDEP OOG**  
 10/22/2014

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NO.	REV.	DATE	DESCRIPTION
1	00	10/03/14	APPROVED WDEP OOG PERMIT COMMENTS

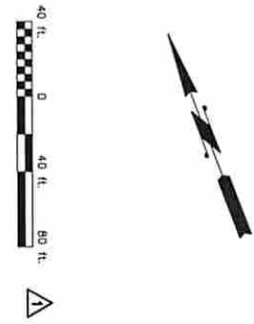


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DATE: [blank]	[blank]



THRA	DATE:
6000 WHITE OAKS BOULEVARD, SUITE 1100, FARMINGTON, CT 06030	[blank]
TEL: (860) 651-1100 FAX: (860) 624-7831	[blank]

NOBLE ENERGY, INC.	SHEET NO.
CONSTRUCTION PLANS FOR THE	9
MND 01 WELL PAD AND ACCESS ROAD	
MARSHALL COUNTY, WV	
WELL PAD GRADING AND E&S PLAN	



**PLAN LEGEND**

- PROPERTY LINE
- LIMIT OF ENVIRONMENTAL DELINEATION IN THRASHER
- EXISTING CONTOUR
- EXISTING PAVED ROAD EDGE
- EXISTING UNPAVED ROAD EDGE
- EXISTING DITCH
- EXISTING DRAINAGE
- EXISTING TRENCH
- EXISTING TRENCH WITH SLOPE
- EXISTING TRENCH WITH SLOPE AND DRAINAGE
- EXISTING TRENCH WITH SLOPE AND DRAINAGE AND FILTER SOCK
- EXISTING TRENCH WITH SLOPE AND DRAINAGE AND FILTER SOCK AND BENCH BRAIN
- EXISTING TRENCH WITH SLOPE AND DRAINAGE AND FILTER SOCK AND BENCH BRAIN AND APPROXIMATE CUT-FILL INTERFERENCE
- EXISTING TRENCH WITH SLOPE AND DRAINAGE AND FILTER SOCK AND BENCH BRAIN AND APPROXIMATE CUT-FILL INTERFERENCE AND TORSION STOCKPILE
- EXISTING TRENCH WITH SLOPE AND DRAINAGE AND FILTER SOCK AND BENCH BRAIN AND APPROXIMATE CUT-FILL INTERFERENCE AND TORSION STOCKPILE AND MATTING
- EXISTING TRENCH WITH SLOPE AND DRAINAGE AND FILTER SOCK AND BENCH BRAIN AND APPROXIMATE CUT-FILL INTERFERENCE AND TORSION STOCKPILE AND MATTING ON ALL CONSTRUCTED SLOPES

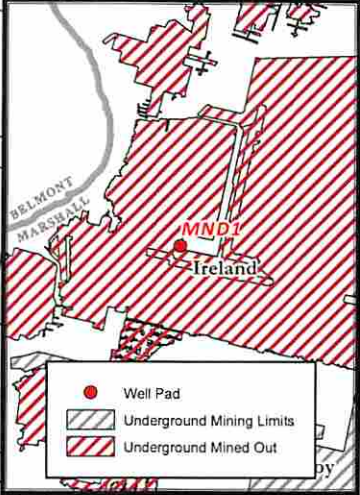
**NOTES**

- PROPERTY LINES SHOWN ARE BASED ON PROPERTY SURVEY PERFORMED BY BLUE MOUNTAIN, INC. AND PROVIDED BY NOBLE ENERGY IN APRIL 2014.
- EXISTING FEATURES AND CONTOURS ARE BASED ON AERIAL MAPPING OBTAINED FROM BLUE MOUNTAIN INC. IN APRIL 2013 AND AS-BUILT SURVEY OF THE PINECONE COMPRESSOR STATION IN AUGUST 2014.
- THRASHER IN MARCH 2014.
- ALL CUT SLOPES ARE 3H:1V. ALL STRUCTURE FILL SLOPES ARE 2H:1V. TORSION STOCKPILE FILL SLOPES ARE 3H:1V.
- CONTRACTOR SHALL INSTALL EROSION CONTROL MATTING ON ALL CONSTRUCTED SLOPES.

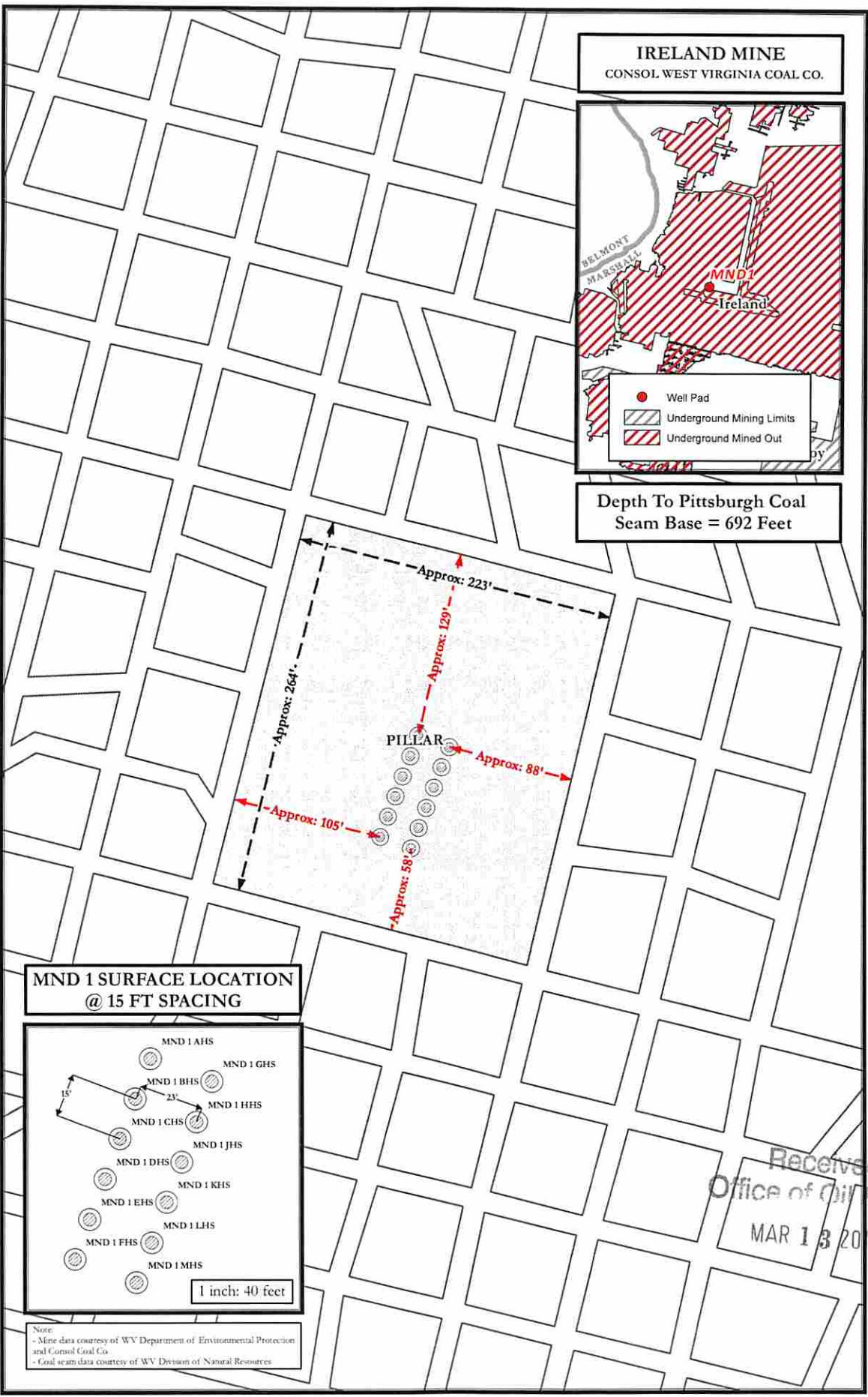
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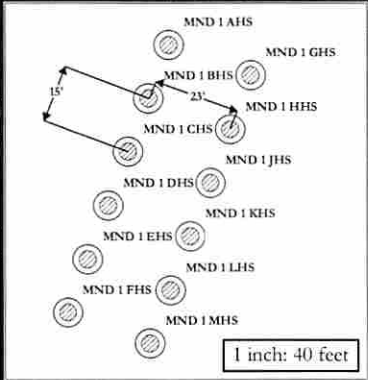
**IRELAND MINE**  
CONSOL WEST VIRGINIA COAL CO.



Depth To Pittsburgh Coal Seam Base = 692 Feet



**MND 1 SURFACE LOCATION @ 15 FT SPACING**



Note  
- Mine data courtesy of WV Department of Environmental Protection and Consol Coal Co.  
- Coal seam data courtesy of WV Division of Natural Resources

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**MND 1 SITE SAFETY PLAN**  
- WELLHEAD TOPHOLE LOCATION -

- Surface Hole Location
- Mine Polyline
- Total Pillar Length
- Well to Well Length
- Target Coal Pillar

0 40 80 160 Feet  
1 Inch = 80 Feet  
Projection: NAD 1927 StatePlane West Virginia North FIPS 4701  
Units: Foot US

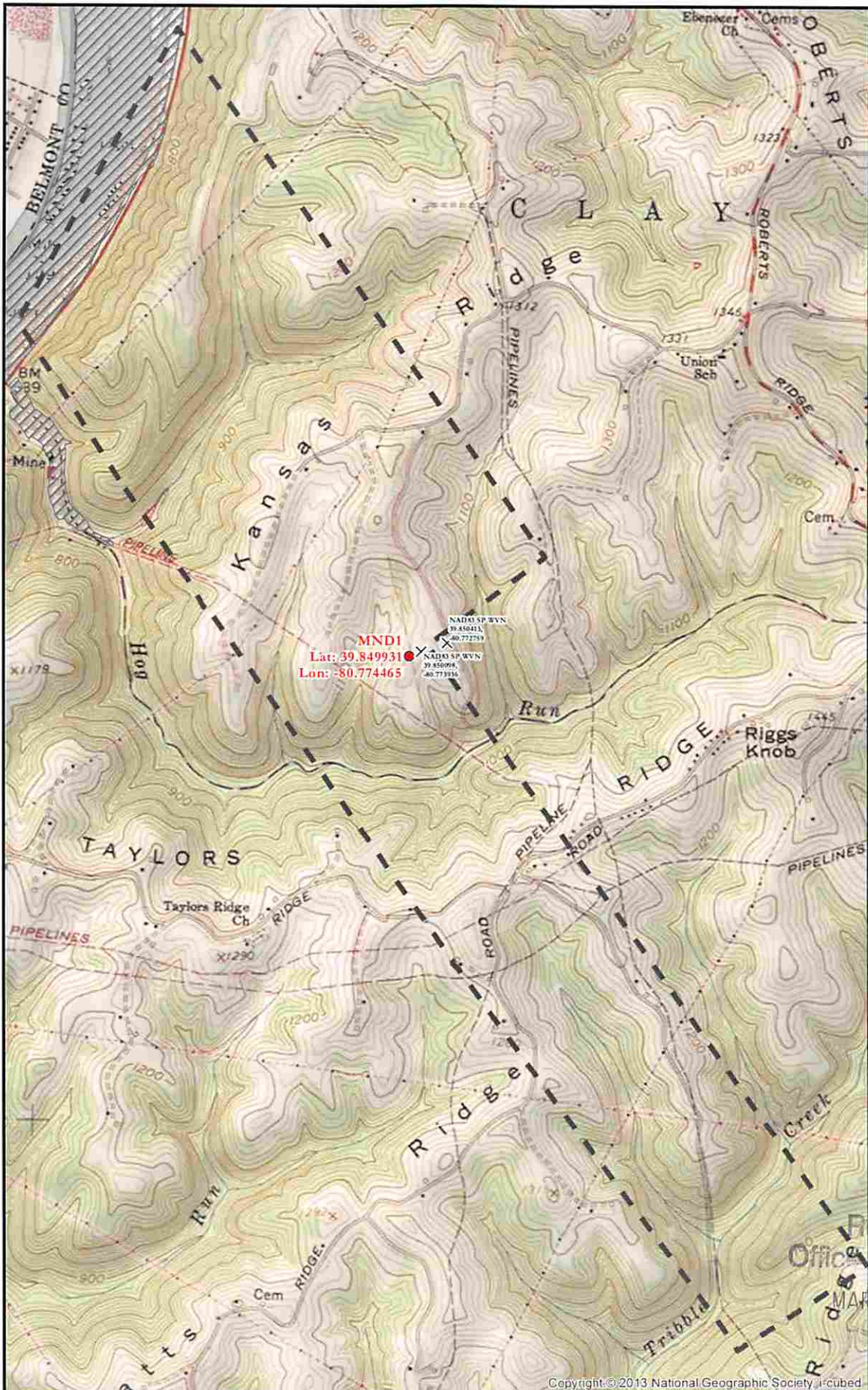
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Date: 7/8/2014  
Author: Christopher Glover

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<b>MND 1 SITE SAFETY PLAN</b> - FLOODPLAIN ZONES -		0 750 1500 3000 Feet 1 Inch = 1,500 Feet		Date: 7/7/2014	
X Access Road Intersection Proposed Access Road Proposed Unit		Floodplain Well Pad Counties States		Author: Christopher Glover	
Projection: NAD 1927 StatePlane West Virginia North FIPS 4701 Units: Foot US					
**Disclaimer: All data is licensed for use by Noble Energy Inc. use only.**					

08/29/2015