

west virginia department of environmental protection

Office of Oil and Gas 601 57th Street SE Charleston, WV 25304 (304) 926-0450 (304) 926-0452 fax Earl Ray Tomblin, Governor Randy C. Huffman, Cabinet Secretary www.dep.wv.gov

June 29, 2015

WELL WORK PERMIT

Horizontal 6A Well

This permit, API Well Number: 47-9502259, 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 Martir

Chief

Operator's Well No: PEN 31 C

Farm Name: NOBLE ENERGY INC.

API Well Number: 47-9502259

Permit Type: Horizontal 6A Well

Date Issued: 06/29/2015

API Number: 95-02259

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. <u>Failure to adhere to the specified permit conditions may result in enforcement action.</u>

CONDITIONS

- Operator shall take additional measures with this permitted activity to avoid communication with offset wells.
 Such additional measures are described in the attached addendum. This addendum is part of the terms of the
 well work permit, and includes a description of depth and completed formations of offset wells. Also included
 is a description of monitoring activities that will take place during fracturing operations of the permitted well
 work.
- 1. This proposed activity may require permit coverage from the United States Army Corps of Engineers (USACOE). Through this permit, you are hereby being advised to consult with USACOE 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.

API Number: 95-02259

PERMIT CONDITIONS

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.
- 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 <u>DEPOOGNotify@wv.gov</u> within 30 days of commencement of drilling.

Noble Energy Addendum

Pennsboro PEN-31 site proposed well procedures

- Intermediate casing will extend below the Alexander and be cemented to surface.
- Operators of all deep offset wells within a 1,000' perimeter of the pad will be contacted per the table below:

Offset Deep Wells (Benson or deeper):

API	TVD	Surface Owner	Current Operator	TVDSS	Formation
4708507848	4975	Don/Virginia Comer	Consol Gas Co	-4003	Benson
4709501425	4962	Franklin Simonton et al 2	Consol Gas Co	-4027	Benson
4709501424	4972	Franklin Simonton et al 1	Consol Gas Co	-4068	Benson
4709501488	5102	John/N Williams 1	Consol Gas Co	-4077	Benson
4708507852	5112	Don/Virginia Comer	Consol Gas Co	-4103	Benson
4709501370	5230	D E Williams	Consol Gas Co	-4142	Benson
4708507851	5070	Don/Virginia Comer	Consol Gas Co	-4183	Benson
4708507716	5306	Edward Mullooly	Energy Corp of America	-4184	Benson
4708507535	5385	C W Mutschelknaus	Consol Gas Co	-4273	Angola Fm
4709501061	5995	W & J A Markle	Alliance Petroleum Corp	-4807	Rhinestreet Sh
4708507028	5993	E & G Freeland	Alliance Petroleum Corp	-4972	Rhinestreet Sh

Noble will contact these operators prior to fracturing, offer to assess the surface pressure
handling capabilities of their equipment, offer recommendations for upgrading prior to fracing
operations, and offer to monitor their wells during active frac operations.

Description of Monitoring:

Pressure transducers, and/or visual monitoring of existing pressure gauges will be utilized. For the deepest wells in the Rhinestreet, we may recommend shutting in the wells for pressure monitoring.

- Well communication would likely occur in one of two forms: a) higher than expected pressure in an offset well, or b) the offset well is watered out and reads zero pressure.
- If we observe elevated pressures (within 500 psi of the surface equipment reported maximum operating pressure) we will immediately cease pumping the current frac stage and discuss conditions with the operator before resuming pumping.

Contingency:

1) Offset wells watering out – We are recommending that an affected offset operator wait for Noble to complete operations on the lateral that was being fraced during the event (including flowback), to alleviate any potential pressure surges before the offset operator intervenes to swab the affected well and bring it back on production.

APINO 9-502259

OPERATOR WELL NO. PEN 31 C
Well Pad Name: PEN 03/31

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

1) Well Operator: Noble Ener	gy, Inc.	494501907	095-Tyler	Meade	Pennsboro
		Operator ID	County	District	Quadrangle
2) Operator's Well Number: PE	EN 31 C	Well Pad	Name: PEN	V 03/31	
3) Farm Name/Surface Owner:	Noble Energy,	Inc. Public Road	d Access: Sto	ne Road	- County Rt. 6/3
4) Elevation, current ground:	1085' Ele	vation, proposed p	oost-construction	on: 1099'	
5) Well Type (a) Gas	Oil	Unde	rground Storag	е	
Other					
(b)If Gas Sha	llow 🔽	Deep			- 2
Hor	izontal 🔽				MDG 3/23/15
6) Existing Pad: Yes or No No					3/25/15
7) Proposed Target Formation(s) Marcellus 6291' - 6350' / 5			nd Associated F	Pressure(s):	
8) Proposed Total Vertical Depth	n: 6,331		=		
9) Formation at Total Vertical D	epth: Marcellu	S			
10) Proposed Total Measured De	epth: 15,721'		- A		
11) Proposed Horizontal Leg Le	ngth: _8,590	9894' per	D. Swiger	15	
12) Approximate Fresh Water St	rata Depths:	454'			
13) Method to Determine Fresh	Water Depths: <u>n</u>	earest offset w	/ell		
14) Approximate Saltwater Dept	hs: None				
15) Approximate Coal Seam Dep	oths: None				
16) Approximate Depth to Possi	ble Void (coal mir	ne, karst, other): 1	Vone		
17) Does Proposed well location directly overlying or adjacent to		rs Yes	No	V	
(a) If Yes, provide Mine Info:	Name:		B	ECEIVER)
	Depth:			of Oil and	
	Seam:			PR 3 0 2015	
	Owner:			× 80 7208007	· _====================================
			WV D	epartmer	nt of
			Environm	iental Pro	tection

API NO. 47- 095

OPERATOR WELL NO. PEN 31 C

Well Pad Name: PEN 03/31

18)

CASING AND TUBING PROGRAM

ТҮРЕ	Size (in)	New or Used	<u>Grade</u>	Weight per ft. (lb/ft)	FOOTAGE: For Drilling (ft)	INTERVALS: Left in Well (ft)	CEMENT: Fill-up (Cu. Ft.)/CTS
Conductor	20"	New	LS	94	40'	40' 🖪	Surface to TD
Fresh Water	13 3/8"	New	J-55	54.5	600'	600'	CTS 30% excess Yield =1.18
Coal							
Intermediate	9 5/8"	New	HCK-55	36.0	5345'	5345' ₽	CTS 30% excess Yield = 1.18
Production	5 1/2"	New	P-110	20.0	15,721'	15,721'	10% excess Yield = 1.32 TOC=200 above 9.626 shoe
Tubing							
Liners							

ТҮРЕ	Size (in)	Wellbore Diameter (in)	Wall Thickness (in)	Burst Pressure (psi)	Max. Associated Surface Pressure (psi)	Cement Type	Cement Yield (cu. ft./k)
Conductor	20"	26"	0.438			Type III	surface to TD
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 =1.16 to surface
Production	5 1/2"	8.75"-8.5"	0.361	12,640	 	Class A	10% excess Yield = 1.32 TOC=200' above 9.625" shoe
Tubing							
Liners							

			Office of Oll and Gas
		PACKERS	Sold Sold Sold Sold Sold Sold Sold Sold
Kind:		· · · · · · · · · · · · · · · · · · ·	Environmental Protection
Sizes:			
Depths Set:			

WW-6	В
(12/14	I)

API NO. 47- ⁰⁹⁵ -OPERATOR WELL NO. PEN 31 C Well Pad Name: PEN 03/31

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 6331 feet. Drill Horizontal leg - stimulate and produce the Marcellus Formation. Should we encounter formation issues, set the 13 3/8 into next competent formation 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): 20.961
- 22) Area to be disturbed for well pad only, less access road (acres): 7.948

23) Describe centralizer placement for each casing string:

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

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

See attached sheet - Conductor - Type III Surface to TD. Fresh Water - 15.6 ppg Class A, (CA-100) 0.25 lb/sk Lost Circ 30% Excess Yield = 1.18 To Surface. Intermediate - 15.6ppg Class A (CLC-CPF)+0.25% bwoc cellophane flakes 30% Excess Yield=1.18 To Surface. Production - 14.5ppg 75/25 Class A/Poz +/- 2% extender, +/-0.4% fluid loss additive, +/-0.4% retarder, +/-0.4% dispersant, +/-0.2% antifoam, +/- 0.1% antisettling 10% Excess Yield=1.32 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, fill with KCl water 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 SOBM 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.

	Fresh Water Protetcion String:	Cement Additives	
Allied Material Name	Additive (Material) Type	Additive (Material) Description	CAS#
CCAC (Class A Common)	Base Cement	Grey powder	65997-15-1
			10043-52-4
78-100	Accelerator	White flake	7447-40-7
			7732-18-5
			7647-14-5
CLC-CPF (Cellophane Flakes)	Lost Circulation Aid	White and colored flake	Non-Hazardous

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WV Department of Environmental Protection

		energy energy	rgy					Marcellus Shale Horizontal	PEN-31C-HS Marcellus Shale Horizontal Marshall County, WV	
					4	PEN-31C SHL	SHL	15	1576571.174N 311663.057E	3.057E
Ground Elevation		1085				PEN-31C LP	; LP	-	1577443.675N 312370.68E	70.68E
Azm		139°			<u>a</u>	PEN-31C BHI	BHL	1	1582967.216N 305787.966E	7.966E
WELLBORE DIAGRAM	HOLE	CASING	GEOLOGY	TOP	BASE	MUD	CEMENT	CENTRALIZERS	CONDITIONING	COMMENTS
To the second	56	20.				AIR	Type III	N/A	Ensure the hole is clean at	Conductor casing = 0.438" wall
		94#	Conductor	40	40		Surface to TD		TD.	thickness
			FW Shows	454	454					
×		13-3/8" 54.5#				Air or Fresh	15.6 ppg Class A, 0.25 lb/sk Lost Circ	Bow Spring on first 2	Fill with <3% KCl water once casing is at setting depth,	Surface
	17 1/2	J-55 BTC				Water Based Mud	30% Excess Yield = 1.18 To Surface	joints then every third joint to 100° form surface	joint to 100' form surface hole volume prior to pumping cement.	thickness Burst=2730 psi
×										
			Surface Casing	009	009					
×			Big Lime	1973	2028		15.6ppg Class A		į	
*****		9-5/8" 36#	Big Injun	2028	2163	Airor80	+0.25% bwoc cellophane flakes		Once casing is at setting	Interm
	12 3/8	HCK-55 BTC	Benson	4955	5017	SOBM	30% Excess	every third joint to 100'	one hole volume prior to	
×			Alexander	5177	5245		Yield=1.18	1000 1000	pumping cement.	18d 0200-18 mg
			Int. Casing	5345	5345		10 Surface			
×								C C		
	8.75" Vertical							Rigid Bow Spring every third joint from KOP to		
							14.5ppg 75/25 Class A/Poz			
	14		Rheinstreet	5755	6081		+/- 2% extender, +/-0.4% fluid loss additive, +/-			
V	Of		Cashaqua	6081	6173		0.4% retarder, +/-0.4%		Once at TD, circulate at max	Production casing = 0.361" wall
٧¥	fic	5-1/2"	Middlesex	6173	6202	11.0ppg-	antifoam, +/- 0.1%		least 6x bottoms up. Once on	
	¥8.75" @nve_1	HCP-110	West River	6202	6246	12.0ppg	antisettling		bottom with casing, circulate	Note: Actual centralizer
ler	of or	TXP BTC	Burkett	6246	6289		10% Excess	Rigid Bow Spring every	volume prior to pumping	schedules may be changed due to hole conditions
a	Oi S	F	Tully Limestone	6289	6290		T IBIQ=1.32	joint to KOP	cement.	
rtn	1 a	1\/1	Hamilton	6290	6291		TOC >= 200'			
1e	nc	==	Marcellus	6291	6350		above 9.625" shoe			
nt ote	(78.75" - 8.5" Lateral)—	Target	6326	6336					
O¥	as		Onondaga	6350						
	×	×	X	×	X	×				X
	LP @ 6331' TVD / 7131'		8.75/8	5 Hole - C	8.75 / 8.5 Hole - Cemented Long String	ng String		+/-859	+/-8590' ft Lateral	TD @ +/-6331' TVD

API Number 47 - 095 5 0 2 2 5 9

Operator's Well No. PEN 31 C

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

MD6 3/23/15

FLUIDS/ CUTTINGS DISPOSAL & RECLAMATION PLAN

r	LUIDS/ CUTTINGS DISF	OSAL & RECLAMATION FEAT	
Operator Name Noble Energy, Inc.		OP Code _4	94501907
Watershed (HUC 10) huc-10 Mi	ddle Island Creek	Quadrangle Pennsboro	
Do you anticipate using more than 5 Will a pit be used? Yes	,000 bbls of water to compl	ete the proposed well work? Ye	es No No
If so, please describe antici	pated pit waste:		4
Will a synthetic liner be use	ed in the pit? Yes	No If so, what ml.?_	
Proposed Disposal Method	For Treated Pit Wastes:		
Reuse (a	und Injection (UIC Permit t API Number_at next anticip Disposal (Supply form WW		
Will closed loop system be used? If	so, describe: yes		
Drilling medium anticipated for this	well (vertical and horizonta	al)? Air, freshwater, oil based, etc	Air/water based mud through coal string then SOBM
-If oil based, what type? S	ynthetic, petroleum, etc. Sy	nthetic	
Additives to be used in drilling med	Calcium Chloride Powder, Carbo Tec, Car Cote, Mil Bar, Next Mul HT, Soda Ash, Po	rbo Gel2, Carbo Tec S, Ecco-Block, Lime, MIL-Carb TM, Mil-Clean, Massium Chloride	Mi-Seal, Next base eC, Next Drill, Next Hold, Next Mul, Omni
Drill cuttings disposal method? Lea	ve in pit, landfill, removed	offsite, etc. landfill - see attache	d sheet
-If left in pit and plan to so	idify what medium will be	used? (cement, lime, sawdust)	
-Landfill or offsite name/pe	ermit number? See attache	d sheet	
Permittee shall provide written notic West Virginia solid waste facility. T where it was properly disposed.			
on August 1, 2005, by the Office of provisions of the permit are enforce law or regulation can lead to enforce I certify under penalty of application form and all attachme	Oil and Gas of the West Vincable by law. Violations of the ment action. law that I have personally not the thereto and that, based that the information is the third that the	rginia Department of Environment any term or condition of the general examined and am familiar with a normal inquiry of those individue, accurate, and complete. It	TER POLLUTION PERMIT issued tal Protection. I understand that the neral permit and/or other applicable the information submitted on this iduals immediately responsible for am aware that there are significant
Company Official Title	i j , mary st m		
Subscribed and sworn before me this Kegina Loque My commission expires 07/07/2018		maRch , 20	NOTARIAL SEAL Public Regina Logue Notary Busin 15 New Sewickley Twp., Beaver County My Commission Expires July 7, 2018 MEMBER, PENNSYLVANIA ASSOCIATION OF NOTARIES

Operator's Well No. PEN 31 C

to pHlbs/acre ons/acre Seed Mixtures		Permanent
lbs/acre Tons/acre Seed Mixtures		Permanent
lbs/acre ons/acre <u>Seed Mixtures</u>		Permanent
ons/acre <u>Seed Mixtures</u>		Permanent
Seed Mixtures		Permanent
		Permanent
Toll	I	Permanent
Tall		
Tall	Seed Type	lbs/acre
ıalı	Fescue	40
Ladii	no Clover	5
, :		
all E & S durin	g operation.	
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		Office of Oil and Ga
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		Environmental Protect
Date:	3/28/	, ! <
	nd application (u	all E & S during operation.

Cuttings Disposal/Site Water

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 Cochranton, PA 16314 814-425-7773

Disposal Locations:

11 County Road 78 Amsterdam, OH 43903 740-543-4389

Apex Environnemental, LLC Permit # 06-08438 Northern A-1 Environnemental Services Permit ID MID020906814 3947 US 131 North, PO Box 1030 Kalkaska, MI 49646 231-258-9961

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 Yukon, PA 25968 724-722-3500

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

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WV Department of **Environmental Protection**

Waste Management Kelly Run Permit # 100663 1901 Park Side Drive Elizabeth, PA 15037 412-384-7569

Waste Management South Hills (Arnoni) Permit # 100592 3100 Hill Road Library, PA 15129 724-348-7013 412-384-7569

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

07/03/2015

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

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

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 (Buckeye Brine, LLC) Permit # 34-031-2-7177 23986 Airport Road Coshocton, OH 43812 740-575-4484 512-478-6545

Adams #2 (Buckeye Brine, LLC) 2205 Westover Road Austin Tx 78703 Permit # 34-031-2-7178 740-575-4484 512-478-6545

Adams #3 (Buckeye Brine, LLC) Permit #34-031-2-7241-00-00 2630 Exposition, Suite 117 Austin, TX 78703 512-478-6545

Mozena #1 Well (SWIW # 13) Permit # 34-157-2-5511-00-00 5367 E. State Street Newcomerstown, OH 43832 740-763-3966

Goff SWD #1 (SWIW # 27) Permit # 34-119-2-8776-000 300 Cherrington Pkwy, Suite 200 Coraopolis, PA 15108 412-329-7275 Nichlos 1-A (SWIW #13) Permit # 3862 300 Cherrington Pkwy, Suite 200 Coraopolis, PA 15108 412-329-7275

Groselle (SWIW #34) Permit # 4096 Rt. 88 Garrettsville, OH 713-275-4816

Kemble 1-D Well
Permit # 8780
7675 East Pike
Norwich, Oh 43767 RECEIVED
614-648-8898
740-796-6495 Office of Oil and Gas

APR 30 2015

WV Department of Environmental Protection

07/03/2015



Site Safety Plan Noble Energy, Inc. Pen 03/31 Well Pad

CHS

March 2015: Version 1

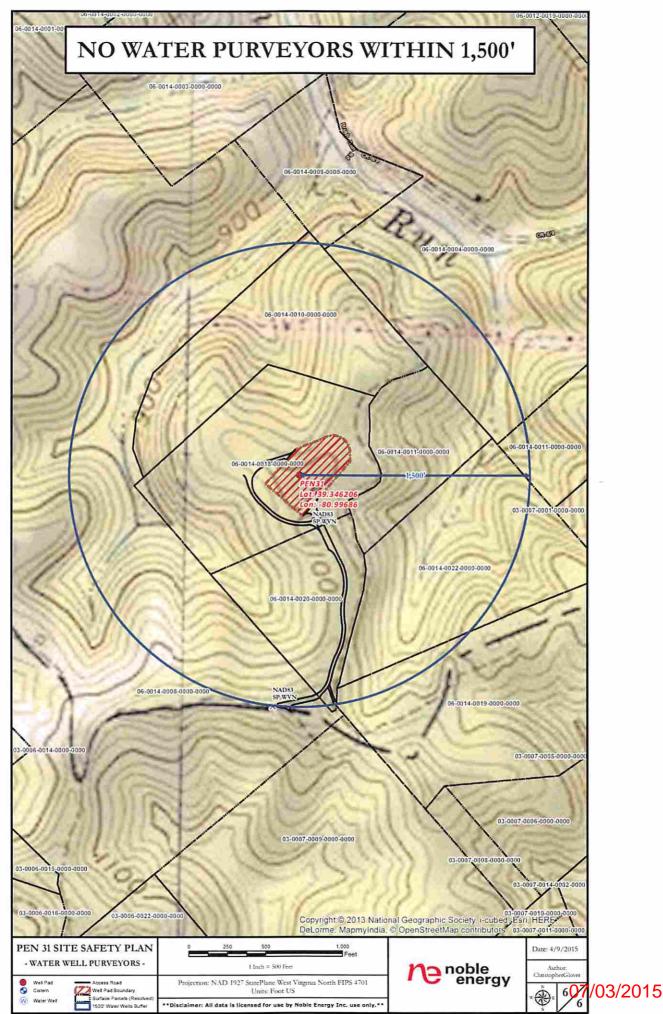
For Submission to
West Virginia Department of Environmental Protection,
Office of Oil and Gas

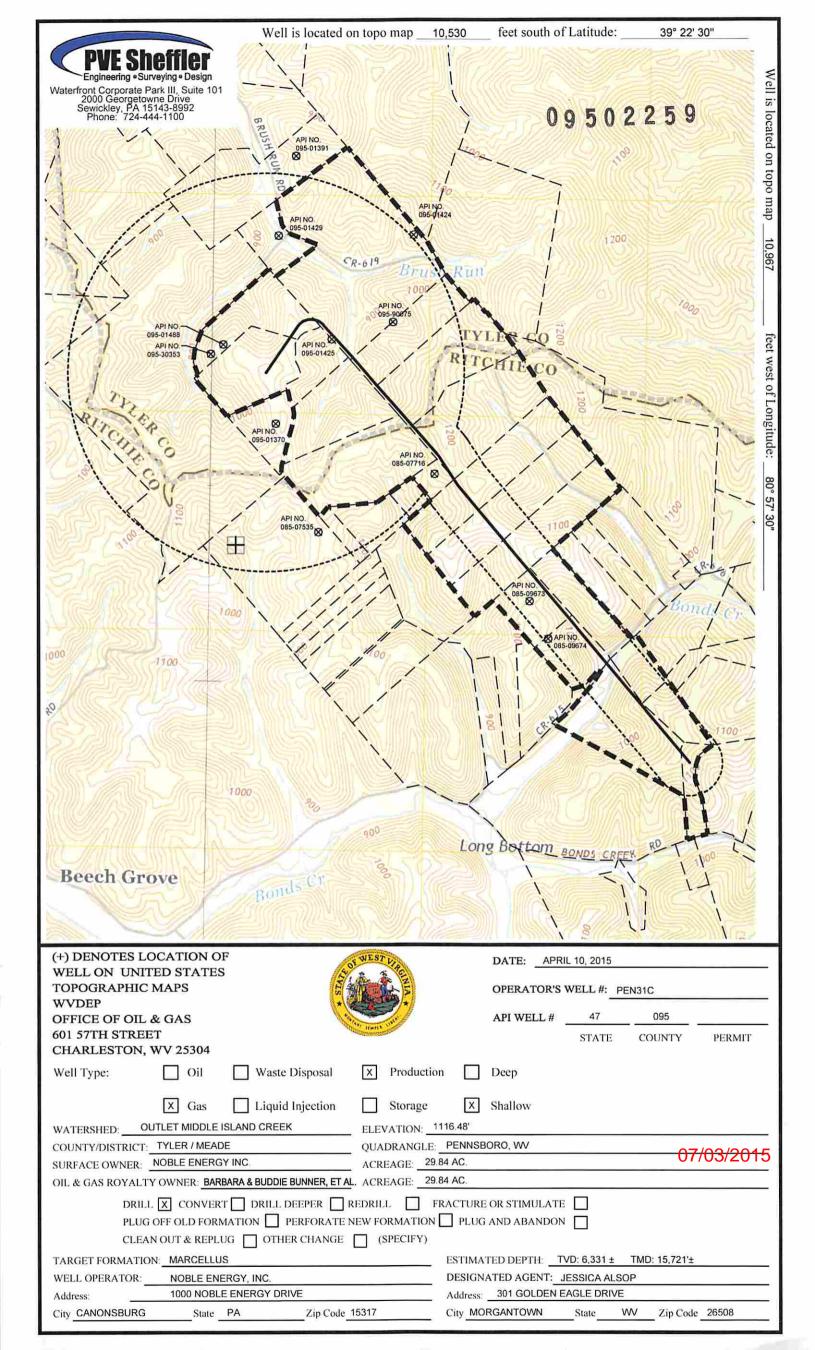
Noble Energy, Inc.

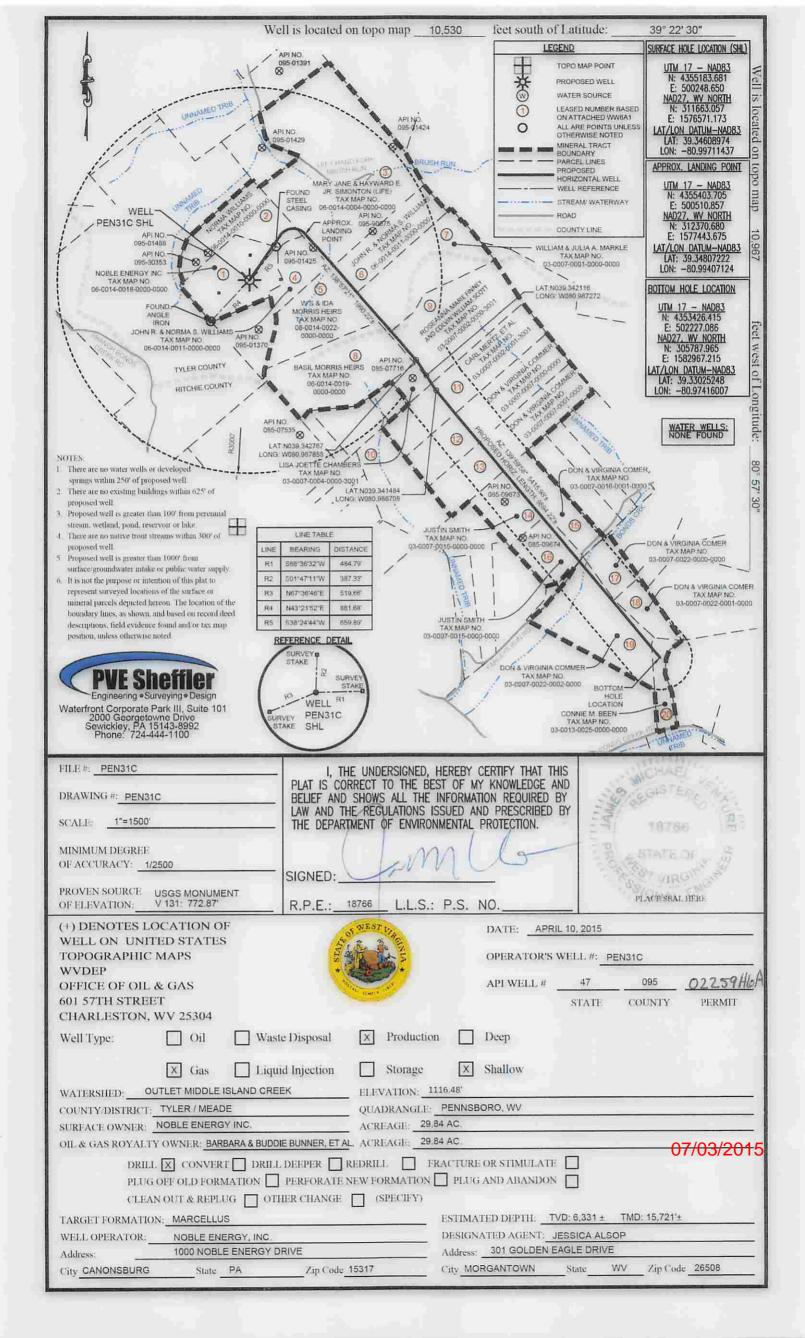
Appalachia Offices

1000 Noble Energy Drive of Office of Office Gas of Canonsburg, PA 15317-9504 APR 8 0 2015 / 5

WV Department of Environmental Protection







Operator's Well No. PEN31 CHS

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;
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Lease Name or Number	Grantor, Lessor, etc.	Grantee, Lessee, etc.	Royalty	Book/Page
1. Q079293001 Tax Map 06-14-18	Barbara & Buddie Bunner (See attached for a	Noble Energy Inc dditional Lessors)	not less than 1/8	432/181
2. Q070902002 Tax Map 06-14-10	John R & Norma S Williams	Chesterfield Energy Corp (See attached for Leas	not less than 1/8 sehold chain)	290/307
3. Tax Map 06-4-4	Hayward E Jr & Linda Simonton		not less than 1/8 ional Lessors and Leaseho	280/477 old chain)
4. Q070902001 Q070902002 Tax Map 06-14-11	Richard L Clark John R & Norma S Williams	Noble Energy Inc Chesterfield Energy Corp (See attached for Leas	not less than 1/8 not less than 1/8 ehold chain)	404/217 290/307

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

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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

APR 3 0 2015

WV Department of Environmental Protection

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:	
Its:	Operations Landman

Operator's Well No. PEN31 CHS

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)

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Lease Name or Number	Grantor, Lessor, etc.	Grantee, Lessee, etc.	Royalty	Book/Page
5. Q073344001 Tax Map 06-14-22	Gladys & Gerald Llewellyn	Noble Energy Inc (See attached for addit	not less than 1/8 ional Lessors)	409/187
6. Q070902002 Tax Map 06-14-11	John R & Norma S Williams	Chesterfield Energy Corp (See attached for Lea	not less than 1/8 sehold chain)	290/307
7. Tax Map 03-7-1	William B & Julie A Markle	J & J Enterprises Inc (See attached for Lea	not less than 1/8 sehold chain)	169/308
8. Q072647001 Tax Map 06-14-19	Ruth Ann & James Shaffer	Noble Energy Inc (See attached for addi	not less that tional Lessors)	n 1/8 408/32

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U.S. Army Corps of Engineers

U.S. Fish and Wildlife Service

County Floodplain Coordinator

RECEIVED
Office of Oil and Gas

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Well Operator:	Noble/Energy Inc
By:	
Its:	Operations Landman

WW-6A	l
(3/13)	

Operator's V	Vell No.	PEN31	CHS

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Lease Name or Number	Grantor, Lessor, etc.	Grantee, Lessee, etc.	Royalty	Book/Page
9. Tax Map 03-7-2	Gary A Toth	Noble Energy Inc (See attached for addition	not less than 1/8 onal Lessors and Leasehol	274/565 Id chain)
10. Q074503002 Tax Map 03-7-4	Joe A Hogue	Noble Energy Inc (See attached for addition	not less than 1/8 onal Lessors)	271/484
11. Tax Map 03-7-2.1	Gary A Toth	Noble Energy Inc (See attached for addi	not less than 1/8 tional Lessors and Leasel	274/565 nold chain)
12. DV016722 Tax Map 03-7-7	R E & Betty Lee Markle	Consolidated Gas Supply Corporation (See attached for Lease		112/556
13. DV016722 Tax Map 03-7-7.1	R E & Betty Lee Markle	Consolidated Gas Supply Corporation (See attached for Lease		112/556

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WV Division of Natural Resources WV Division of Highways

U.S. Army Corps of Engineers

U.S. Fish and Wildlife Service

County Floodplain Coordinator

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Office of Oil and Gas

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Well Operator:	Noble Energy Inc	Environmental Protection
By:		
Its:	Operations Landman	

Operator's Well No. PEN31 CHS

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Lease Name or Number	Courton I array ata	Country I	.	
14. Q072676000	Grantor, Lessor, etc. Justin R & Linda S Smith	Grantee, Lessee, etc.	Royalty	Book/Page
•	Justin R & Linda 5 Smith	Noble Energy Inc	not less than 1/8	260/562
Tax Map 03-7-15				
15. DV016722	R E & Betty Lee Markle	Consolidated Gas Supply Corporation	not less than 1/8	112/556
Tax Map 03-7-16.1		(See attached for Leasehold chain)		
16. Q072675000	Justin R & Linda S Smith	Noble Energy Inc	not less than 1/8	260/562
Tax Map 03-7-19		1.0010 2.001 g, 1.10	not loss than 170	200/302
17. DV016722	D F 0 D 1 M . 11.			
	R E & Betty Lee Markle	Consolidated Gas Supply Corporation	not less than 1/8	112/556
Tax Map 03-7-22		(See attached for Leasehold chain)		
18. DV016722	R E & Betty Lee Markle	Consolidated Gas Supply Corporation	not less than 1/8	112/556
Tax Map 03-7-22.1	as an as a strip and wanted	(See attached for Leasehold chain)	not less than 170	112/330
	Acknowledgem	ent of Possible Permitting/Approval		

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Well Operator:

By:

Operations Landman

Operations Landman

Environmental Protection

Page 4 of 5

WW-6A1 (3/13) Operator's Well No. PEN31 CHS

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 e Name or lumber	Grantor, Lessor, etc.	Grantee, Lessee, etc.	Royalty	Book/Page
 DV016722 p 03-7-22.2	R E & Betty Lee Markle	Consolidated Gas Supply Corporation (See attached for Leasehold chain)	not less than 1/8	112/556
Q075447000 p 03-13-25	Connie M Been	Noble Energy Inc	not less than 1/8	264/198

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Well Operator:	Noble Energy Inc	Office of Oil and Gas
By:		
Its:	Operations Landman	APR 30 2015
	En	WV Department of

Environmental Profestion

PEN31 CHS	LEASEHOLD CHAIN			
ITEM NUMBER	ER GRANTOR/LESSOR	GRANTEE/LESSEE	ROYALTY	BOOK/PAGE
-	Spartan Exploration Co	Acadian Energy Resources	%0	369/405
	Acadian Energy Resources LLC	Tenaska Resources LLC	%0	370/809
	Acadian Energy Resources LLC	TSAR - WV LLC	%0	382/434
	Tenaska Resources LLC	Chesapeake Appalachia LLC	%0	403/414
	TSAR - WV LLC	Chesapeake Appalachia LLC	%0	403/414
	Chesapeake Appalachia LLC	Statoil USA Onshore Properties Inc	%0	412/126
	Chesapeake Appalachia LLC	Noble Energy Inc		The state of the s
	Statoil USA Onshore Properties Inc	CNX Gas Company LLC	%0	424/185
2	Chesterfield Energy Corporation	Dominion Appalachian Development Inc	%0	Withdrawl
	Dominion Appalachian Development Inc	Dominion Appalachian Development LLC	%0	Conversion
	Dominion Appalachian Development LLC	CNX Gas Company LLC	%0	Merger
	CNX Gas Company LLC	Noble Energy Inc	%0	388/286
m '	Anvil Oil & Gas Company	Chesterfield Energy Corporporation	%0	286/310
•	Chesterfield Energy Corporation	Dominion Appalachian Development Inc	%0	Withdrawl
	Dominion Appalachian Development Inc	Dominion Appalachian Development LLC	%0	Conversion
	Dominion Appalachian Development LLC	CNX Gas Company LLC	%0	Merger
	CNX Gas Company LLC	Noble Energy Inc	%0	388/286
4	Chesterfield Energy Corporation	Dominion Appalachian Development Inc	%0	Withdrawl
W	Dominion Appalachian Development Inc	Dominion Appalachian Development LLC	%0	Conversion
′ V	Dominion Appalachian Development LLC	CNX Gas Company LLC	%0	Merger
APR ; Dep a	OCEX Gas Company LLC	Noble Energy Inc	%0	388/286
3.0 arti	Onesterfield Energy Corporation	Dominion Appalachian Development Inc	%0	Withdrawl
20 ne	20 Seminion Appalachian Development Inc	Dominion Appalachian Development LLC	%0	Conversion
	2 Diminion Appalachian Development LLC	CNX Gas Company LLC	%0	Merger
~ ·	CNX Gas Company LLC	Noble Energy Inc	%0	388/286

*3-7	7-1	Cambridge Donounce Chorne Company			
		Equitable hesoultes fileigy company	Enervest East Limited Partnership	%0	222/273
		Enervest East Limited Partnership	Houston Exploration Company	%0	234/890
		Houston Exploration Company	Seneca-Upshur Petroleum Inc	%0	236/650
		Seneca-Upshur Petroleum Inc	Seneca-Upshur Petroleum LLC	%0	311/863
		J & J Enterprises Inc	Eastern American Energy Corporation	%0	231/732
		Eastern American Energy Corporation	Energy Corporation of America	%0	306/836
		Energy Corporation of America	Antero Resources Appalachian Corporation	%0	398/416
		Seneca-Upshur Petroleum LLC	Antero Resources Appalachian Corporation	%0	258/987
		Antero Resources Appalachian Corporation	Antero Resources Corporation	%0	Change of name
			Noble Energy Inc		
		Antero Resources Corporation	CNX Gas Company LLC	%0	281/393
⊹ ດ	: _	Antero Resources Appalachian Corporation	Antero Resources Corporation	%0	Change of name
*3-7-2	7-2		Noble Energy Inc	%0	281/393
-	_	Antero Resources Appalachian Corporation	Antero Resources Corporation	%0	Change of name
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12	7	Consolidated Gas Supply Corporation	Consolidated Gas Transmission Corporation	%0	169/756
*3-7-7	1-7	Consolidated Gas Transmission Corporation	CNG Development Company	%0	176/601
-	ı	CNG Development Company	CNG Porducing Company	%0	211/100
N IIVIT	J	•			58/366
/\/		CNG Producing Company	Dominion Exploration & Production Inc	%0	Change of name
D	AP	Daminion Exploration & Production Inc	Dominion Transmission Inc	%0	251/621
·) IC P 9	Ecof (6/634
3 0 artı	J } ∧	် ညီminion Transmission Inc	Consol Gas Company	%0	Merger
	:	VE			6/634
		. 🕝 nsol Gas Company	CNX Gas Company LLC	%0	Merger
٥f	Gé	CNX Gas Company LLC	Noble Energy Inc	%0	254/811
	as .				

13	Consolidated Gas Supply Corporation	Consolidated Gas Transmission Corporation	% 5	169/756
3-7-7.1	Consolidated Gas Transmission Corporation	CNG Development Company	%0	176/601
	CNG Development Company	CNG Porducing Company	%0	211/100
				28/366
	CNG Producing Company	Dominion Exploration & Production Inc	%	Change of name
	Dominion Exploration & Production Inc	Dominion Transmission Inc	%0	251/621
				6/634
	Dominion Transmission Inc	Consol Gas Company	%0	Merger
				6/634
1	Consol Gas Company	CNX Gas Company LLC	%0	Merger
	CNX Gas Company LLC	Noble Energy Inc	%0	254/811
15	Consolidated Gas Supply Corporation	Consolidated Gas Transmission Corporation	%0	169/756
3-7-16.1	Consolidated Gas Transmission Corporation	CNG Development Company	%0	176/601
•	CNG Development Company	CNG Porducing Company	%0	211/100
				58/366
	CNG Producing Company	Dominion Exploration & Production Inc	%0	Change of name
	Dominion Exploration & Production Inc	Dominion Transmission Inc	%0	251/621
				6/634
	Dominion Transmission Inc	Consol Gas Company	%0	Merger
				6/634
	Consol Gas Company	CNX Gas Company LLC	%0	Merger
: :	CNX Gas Company LLC	Noble Energy Inc	%0	254/811
; /		Total Control of the	80	160/756
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<*3-7-22	Consolidated Gas Transmission Corporation	CNG Development Company	%0	176/601
API De	O C펜G Development Company	CNG Porducing Company	%0	211/100
R 30	ECEI'			58/366
20 ne	De Good Producing Company	Dominion Exploration & Production Inc	%0	Change of name
	2 Deminion Exploration & Production Inc	Dominion Transmission Inc	%0	251/621

	Dominion Transmission Inc	Consol Gas Company	%0	b/634 Merger
				6/634
	Consol Gas Company	CNX Gas Company LLC	%0	Merger
	CNX Gas Company LLC	Noble Energy Inc	%0	254/811
18	Consolidated Gas Supply Corporation	Consolidated Gas Transmission Corporation	%0	169/756
3-7-22.1	Consolidated Gas Transmission Corporation	CNG Development Company	%0	176/601
	CNG Development Company	CNG Porducing Company	%0	211/100
	CNG Producing Company	Dominion Exploration & Production Inc	%0	58/366 Change of name
† :	Dominion Exploration & Production Inc	Dominion Transmission Inc	%0	251/621
				6/634
•	Dominion Transmission Inc	Consol Gas Company	%0	Merger
				6/634
	Consol Gas Company	CNX Gas Company LLC	%0	Merger
	CNX Gas Company LLC	Noble Energy Inc	%0	254/811
0	Consolidated Gas Supply Corporation	Concolidated Gae Transmission Connection	760	237/031
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7.77-1-6	Carsolidated das Iralismission Corporation	Civo Development Company	%0	1/6/601
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'n	CING Producing Company	Dominion Exploration & Production Inc	%0	Change of name
VİT	Dominion Eployetion & Production Inc	Dominion Transmission Inc	%0	251/621
OUI	EC of APP			6/634
110	Seminon Transfersion Inc	Consol Gas Company	%0	Merger
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	Date of the second	CIVA Cas Collipany LLC	0.79	Meriger
	AND Gas Company LLC	Noble Energy Inc	%0	254/811
	as tof			

PEN31 CHS	ADDITIONAL LESSORS		***************************************		
ITEM NUMBER	LEASE NUMBER	GRANTOR/LESSOR	GRANTEE/LESSEE	ROYALTY	BOOK/PAGE
-	Q079293002	Eleanor L Stewart	Noble Energy Inc	not less than 1/8	432/178
*6-14-18	Q079293003	Good Samaritan	Noble Energy Inc	not less than 1/8	432/175
	Q079293004	Helen D Markle	Noble Energy Inc	not less than 1/8	432/172
	Q079293005	Candance L Ferrebee	Noble Energy Inc	not less than 1/8	432/169
	Q079293006	Joann & Albert Paul Barkhurst	Noble Energy Inc	not less than 1/8	432/166
	Q079293007	Naomi & George L Neely	Noble Energy Inc	not less than 1/8	433/24
	Q079293008	Beatrice C & Lewis E Pierce	Noble Energy Inc	not less than 1/8	433/21
	Q079293009	Charlene A Bryant	Noble Energy Inc	not less than 1/8	432/638
	Q079293010	Brenda G & Carl R Highlander	Noble Energy Inc	not less than 1/8	432/600
	Q079293011	St John United Methodist Church	Noble Energy Inc	not less than 1/8	432/633
	Q079293012	Sandra Hiley	Noble Energy Inc	not less than 1/8	432/630
	0079293013	Rachel D Morrison	Noble Energy Inc	not less than 1/8	432/628
	Q079293014	Patricia Lynn & Steve V Blackwell	Noble Energy Inc	not less than 1/8	432/625
	Q079293015	Merle Lee Hiley	Noble Energy Inc	not less than 1/8	432/622
	Q079293016	Linda L & Richard A Strosky	Noble Energy Inc	not less than 1/8	432/619
	Q079293017	Kenneth Allen & Helen M Markle	Noble Energy Inc	not less than 1/8	432/616
:	Q079293018	Dorothy A & Robert W Reardon	Noble Energy Inc	not less than 1/8	432/613
:	Q079293019	Deborah D Conrad	Noble Energy Inc	not less than 1/8	432/610
	Q079293020	Barbara L & Troy Vanek	Noble Energy Inc	not less than 1/8	432/607
:	Q079293021	Linda Jeanne McCoy	Noble Energy Inc	not less than 1/8	432/840
	Q079293022	Georgia Maxine Ferrebee	Noble Energy Inc	not less than 1/8	432/636
	Q079293023	Keith Cecil & Mona Hess	Noble Energy Inc	not less than 1/8	438/152
	Q079293024	Victoria Ann McCray	Noble Energy Inc	not less than 1/8	437/744
	Q079293025	Betty L & John O Baker, Sr	Noble Energy Inc	not less than 1/8	437/742
	Q079293026	Donald Lee Burrows	Noble Energy Inc	not less than 1/8	437/746
	Q079293027	John & Kathleen M Markle	Noble Energy Inc	not less than 1/8	438/128
	Q079293028	Jeffrey A Burrows	Noble Energy Inc	not less than 1/8	438/130
	Q079293029	Scott's Run Settlement House	Noble Energy Inc	not less than 1/8	437/748
	Q079293030	Alice May & Harry F Wood	Noble Energy Inc	not less than 1/8	437/763
	Q079293031	Cyndy Faye & Arnold D Weeks, Jr	Noble Energy Inc	not less than 1/8	437/761

Noble Energy Inc
Noble Energy Inc
Sparta Exploration Co

Copy of Memorandum	Copy of	Memorandum	474/52	Copy of Lease	Copy of Lease	Copy of	Memorandum		285/123	276/399	282/60	282/60	286/28	409/643	409/639	409/653	409/196	417/173	417/198	419/198	419/121	420/282	417/133	417/136	420/210	424/144	429/291	417/142	436/175	437/765	
not less than 1/8		not less than 1/8	not less than 1/8	not less than 1/8	not less than 1/8		not less than 1/8		not less than 1/8	not less than 1/8	not less than 1/8	not less than 1/8	not less than 1/8	not less than 1/8	not less than 1/8	not less than 1/8	not less than 1/8	not less than 1/8	not less than 1/8	not less than 1/8	not less than 1/8	not less than 1/8	not less than 1/8	not less than 1/8	not less than 1/8	not less than 1/8	not less than 1/8	not less than 1/8	not less than 1/8	not less than 1/8	
Noble Energy Inc	19000	Noble Energy Inc	Noble Energy Inc	Noble Energy Inc	Noble Energy Inc	A CANADA	Noble Energy Inc	Chesterfield Energy	Corporation	Anvil Oil Company	Anvil Oil Company	Anvil Oil Company	Anvil Oil Company	Noble Energy Inc	Noble Energy Inc	Noble Energy Inc	Noble Energy Inc	Noble Energy Inc	Noble Energy Inc	Noble Energy Inc	Noble Energy Inc	Noble Energy Inc	Noble Energy Inc	Noble Energy Inc	Noble Energy Inc	Noble Energy Inc	Noble Energy Inc	Noble Energy Inc	Noble Energy Inc	Noble Energy Inc	
Lancel James Phillins	nansel James rimips	Dorothy V Carney & Roger L Wiseman	Jason Barnhart	Alexander Hilev	Justin Hilev		Deborah Sue Williams		Franklin & Mary Simonton	Arlyne Moore	James R & Frances M Ash	Harry Ash heirs, by Attorney in fact	Enid & Howard McCullough	Mary Ivan Crowe	Scott Alexander Grav	Robert Wayne Morris	Sandra J Llovd	l eah Kathrvn Armstrong	Joan E Morris	Arlene Goodrum	Betty Straughn	lames Paul & Sheila Irwin	Emerson Louis & Kathy E Rice	Lenore M Wimbrough	Bonita J Moody	Belinda J Zeugner	Brunhilde Rodeheaver	Barbara Joy May	Lois C & Ellis C Burke	John W & Marian A Rounds	
	0079293066	7902020707	0079293068	0079793069	0070203070	010553510				and the state of t	Ambientation of the Control of the C	A Proportion and the Article of Control of the Cont		000000	0072244002	0072344003	0073344005	0073344005	0073344000	007334400	0073344000	0072244010	0072244010	0073344012	3 0073344013	0.072244014	# 10073344015	1 0073344016	0073344017	Ø Q073344018	6
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Memorandum	8 438/186	8 438/84	8 438/104	8 438/108	8 438/110	8 439/546	8 438/180	8 464/224	8 439/534	Copy of	3 Memorandum	3 445/810	3 442/349	3 442/367	3 442/357	8 445/816	3 442/337	3 445/820		3 446/77	3 446/91	3 446/89	3 444/38	3 445/50	3 445/60	3 445/818	3 445/48	3 449/503	3 451/345	3 452/714	3 453/618	3 460/807
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		Mark C & Tammy McConnell			Memorandum
		Jeffrey A Durett	Noble Energy Inc	not less than 1/8	Copy of Memorandum
		Richard Hitchcock	Noble Energy Inc	not less than 1/8	Copy of Memorandum
		Jo Ann Balis	Noble Energy Inc	not less than 1/8	Copy of Memorandum
		Steven Harold Morris	Noble Energy Inc	not less than 1/8	Copy of Memorandum
		Mark A Morris	Noble Energy Inc	not less than 1/8	Copy of Memorandum
		Joel Robert Morris	Noble Energy Inc	not less than 1/8	Copy of Memorandum
		Julia Arlene Morris	Noble Energy Inc	not less than 1/8	Copy of Memorandum
6	Q080521003	Mary Myer	Antero Resources Apalachian Corporation	not less than 1/8	272/790
*3-7-2	Q080521004	William Markle	Antero Resources Apalachian Corporation	not less than 1/8	272/775
	Q080521005	Shirley Deulley	Antero Resources Apalachian Corporation	not less than 1/8	272/823
1	H Q080521006	David & Betty Colvin	Antero Resources Apalachian Corporation	not less than 1/8	272/827
Depa	of Oil & Oil	Ronnie Krajcik	Antero Resources Apalachian Corporation	not less than 1/8	272/815
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				Antero Resources		
		Q080521009	Johnny Metz	Apalachian Corporation	not less than 1/8	272/802
		Q080521010	Sandra Metz	Antero Resources Apalachian Corporation	not less than 1/8	272/794
		Q080521011	Scott Colvin	Antero Resources Apalachian Corporation	not less than 1/8	278/770
		Q080521012	Donna Keesecker	Antero Resources Apalachian Corporation	not less than 1/8	272/786
		Q080521013	Linda Butler	Antero Resources Apalachian Corporation	not less than 1/8	263/1032
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	1	Q080521015	Larry & Sharon Metz	Antero Resources Apalachian Corporation	not less than 1/8	272/782
		0080521016	Ronald Metz	Antero Resources Apalachian Corporation	not less than 1/8	272/798
:		Q080521017	Roger Krajcik	Antero Resources Apalachian Corporation	not less than 1/8	272/819
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j	id Gas	Q080521020	Roseanna Finney	Antero Resources Apalachian Corporation	not less than 1/8	276/581
٤		Q080521021	Carl & Jeannie Metz	Antero Resources Apalachian Corporation	not less than 1/8	272/806

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-	Q080521015	Larry & Sharon Metz	Antero Resources Apalachian Corporation	not less than 1/8	272/782
	Q080521016	Ronald Metz	Antero Resources Apalachian Corporation	not less than 1/8	272/798
	Q080521017	Roger Krajcik	Antero Resources Apalachian Corporation	not less than 1/8	272/819
	Q080521018	Joella Lam	Antero Resources Apalachian Corporation	not less than 1/8	272/810
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		Roseanna Finney	Antero Resources Apalachian Corporation	not less than 1/8	276/581
1		Carl & Jeannie Metz	Antero Resources Apalachian Corporation	not less than 1/8	272/806
ECEIV of Oil of APR 3 0 Depa Inment		Susan Maston	Antero Resources Apalachian Corporation	not less than 1/8	261/1013
7013		Ray Sousa	Antero Resources Apalachian Corporation	not less than 1/8	977/272

07/03/2015



This MEMORANDUM OF LEASE, dated this 30 day of 2014, is utilized to indicate the existence of a Paid-Up Oil and Gas Lease (hereinafter, "Lease") of even date herewith, by and between Hansel James Phillips, more), and NOBLE ENERGY, INC., a Delaware corporation, whose address is at 333 Technology Drive, Suite 116, 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 Lease to the end of the "extended" primary term.
- 2. <u>DESCRIPTION / LEASED PREMISES</u>: All those certain tracts of land situate in the District of <u>Meade</u>. County of <u>Tyler</u>. State of West Virginia, generally bounded now or formerly as follows:

On the North by:	Norma S. Williams
On the East by:	Norma S. Williams
On the South by:	Williams Revocable Trust
On the West by:	Frank Steven Grass
nd being the same iduciary: Settlen tipulated to contai	land acquired by Lessor by virtue of instrument recorded in the Office of Clerk of the County Commission in nent Book 9: 41, Page 324; 152, said land being identified for tax purposes as 06-14-18 on this date, and n, for the purpose of calculating payments, Twenty-eight (28.00) acres, more or less ("Leased Premises").
This Mer	norandum of Lease has been executed for the purpose of providing notice of the existence of the Lease and tred in any way a modification or alteration of the Lease.
WITNESS:	LESSOR:

David A Corethers Printed Name	Hansel James Phillips Signature Printed Name: Hansel James Phillips Address:
WITNESS:	LESSEE:
Signature	NOBLE ENERGY, INC.
Printed Name	Signature By: MARK A. ACREE Its: Attorney-In-Fact A

RECEIVED
Office of Oil and Gas

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INDIVIDUAL ACKNOWLEDGMENT
STATE / COMMONWEALTH OF LIN
COUNTY OF Daldridge &
The foregoing instrument was acknowledged before mr. this 30 day of Saptadow . 2014. by Hansel James Phillins, a single man. My Commission Expires: 2/8/2020 Signsture Signsture Black Thatchel Printed Name Notary Public My commission expire february 8, 1770
COR DORATE A GRANDING TO THE TOTAL OF THE TO

CORPORATE ACKNOWLEDGMENT

COMMONWEALTH OF PENNSYLVANIA COUNTY OF WASHINGTON

On this ______ day of _A OVERDER______ 20_____, before me, the undersigned officer, personally appeared MARK A. ACREE, as Attorney-in-Pact 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 seal.

MY COMMISSION EXPIRES:

COMMONWEALTH OF PENNSYLVANIA

107AFIAL SEAL
Thomas C Burdiett II, Notary Public
Canton Twp., Washington County
My Commission Expires Ma. ch 14, 2018
CEMBER PENNSYLVANIA ASSOCIATION OF NOTARIES

Thomas C. Burchett TI.
Signature
Thomas C. Burchett TI.
Printed Name
Notary Public

PREPARED BY / UPON RECORDATION, RETURN TO: Land Department NOBLE ENERGY, INC. 333 Technology Drive, Suite 116 Canonsburg, PA 15317 Office of Oil and Gas

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WV Depa ment of Environmen II Protection

MEMO	RANDIIM	OF LEASE
	**************************************	Or LEASE



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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.
- DESCRIPTION / LEASED PREMISES: All those certain tracts of land situate in the District of Meade, County of Tyler, State of West Virginia, generally bounded now or formerly as follows:

On the North by:
On the East by:
On the South by:
On the West by:
On the West by:
On the West by:

and being the same land acquired by Lessor by virtue of instrument recorded in the Office of Clerk of the County Commission in Settl. Book 48, Page 352, said land being identified for tax purposes as 06-14-18 on this date, and stipulated to contain, for the purpose of calculating payments, Twenty-eight (28.00) acres, more or less ("Lensed 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.

WITNESS: Signiture Tolio m Gilson Printed Name	LESSOR: Adultan / Carrier Wiseman Signature Printed Name: Dorothy V. Carney Wiseman Address: 119 Cliffican in
WITNESS: Signature Tuke m Galason Printed Name	LESSOR: Roga ! Wiscomm Signature Printed Name: Roger L. Wiseman Address: Same as about
WITNESS:	LESSEE:
signature	NOBLE ENERGY, INC. Signature Signature NAPPLA ACREE

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

RECEIVED
Office of Oil and Gas

APR 3 0 2015

WV Department of Environmental Protection

Printed Name

KRISTAL N MAYBERRY
NOTARY PUBLIC
COMMONWEALTH OF VIRGINIA
MY COMMISSION EXPIRES OCT. 31, 2017
COMMISSION 9 7877209

INDIVIDUAL ACKNOWLEDGMENT

STATE / COMMONWEALTH OF // GINIG S

COUNTY OF Allegary S

The foregoing instrument was acknowledged before me, this The day of Orbor, 2014, by Dorothy V. Carney Wiseman and Roger L. Wiseman, her husband.

My Commission Expires:

Signature

Signature

Printed Name

Notary Public

CORPORATE ACKNOWLEDGMENT

COMMONWEALTH OF PENNSYLVANIA SCOUNTY OF WASHINGTON S

On this 17 day of November, 2014, 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 seal.

MY COMMISSION EXPIRES:

COMMONWEALTH OF PENNSYLVANIA

NOTARIAL SEAL

Homas C. Burchett II, Notary Public

Capter Twin, Washington County

Chinal Turn, Washington County

The Solitas March 14, 2018

The Pennsylvania Association of Rotaries

Thomas C. Burchett II

Signature
Thomas C. Burchett Tr

Printed Name Notary Public

PREPARED BY / UPON RECORDATION, RETURN TO: Land Department NOBLE ENERGY, INC. 333 Technology Drive, Suite 116 Canonsburg, PA 15317 RECEIVED
Office of OI and Gas

APR 3 0 2015

WV Department of Environmental Protection

MEMORANDUM OF LEASE - NOBLE PAID UP - WV - 2013.07.01

07/03/2015

PAID-UP OIL AND GAS LEASE

This PAID-UP OIL AND GAS LEASE (hereinaster, "Lease") is made and entered into this 12th day of November, 2013. (hereinaster, "Effective Date") between Alexander Hiley, a minor, by his Guardian, whose mailing address is: 1108 Brock Rd., Athens. OA 30607 (hereinaster, "Lessor," whether one or more), and NOBLE ENERGY, INC., a Delaware corporation, whose address is 333 Technology Drive, Suite 116, Canonsburg, Pennsylvania 15317, (hereinaster, "Lessee"), with Lessor and Lessee being sometimes hereinaster referred to as "Partiest".

- 1. LEASE: In consideration of ONE DOLLAR (\$1.00) and other good and valuable consideration, including the bonus consideration paid, the receipt and sufficiency of which are hereby acknowledged, and in further consideration of the covenants and agreements herein contained, Lessor does hereby LEASE, LET, GRANT, and DEMISE exclusively unto Lessee, its successors and/or assigns, the lands and interests hereafter described for the purpose of exploring for, developing, producing and marketing oil, gas and/or other related substances produced in association therewith, including methane gas present in or associated with any coal scam, by any methods now or hereafter known or discovered, in and under the Leased Premises (defined below).
- DESCRIPTION / LEASED PREMISES: All those certain tracts of land situate in the District of Meade, County of Tyler, State of West Virginia, generally bounded now or formerly:

On the North by:
On the East by:
On the South by:
On the West by:
On the North by:
Norma S. Williams
Norma S. Williams
Williams Revocable Trust
Frank Stephen Grass

being the same land acquired by Lessor by virtue of instrument recorded in the Office of Clerk of the County Commission in Will Book 4. Page 461 recorded in Ritchic County. WV said land being identified for tax purposes as 06-14-18 on this date, and stipulated to contain for the purpose of calculating all payments required hereunder Twenty-cight (28.00) acres, more or less, hereinafter, Lessed Premises. The Leased Premises shall be deemed to include all accreted or submerged lands contiguous to the Leased Premises claimed or owned by Lessor as well as all strips or parcels of land or interests therein now owned or hereafter acquired by Lessor which adjoin the lands described above.

- 3. TERM: Subject to the other provisions contained herein, this Lease shall be in force for a primary term of five (3) years (hereinafter, "Primary Term") and for so long thereafter as oil, gas or other substances covered hereby are capable of being produced in paying quantities from the Leased Premises, or from lands pooled or unitized therewith, or this Lease is otherwise maintained pursuant to the provisions hereof. It is understood that so long as this Lease is extended beyond the Primary Term by any provision of this Lease, Lessee may commence, resume, or continue the exercise of any of the rights, privileges, or purposes hereof during such extension.
- EXTENSION OF TERM: At Lessee's option, Lessee may extend the Primary Term of this Lease for an additional period equal to the Primary Term hereof by paying or tendering to Lessor an extension payment equal to one hundred percent (100%) of the initial bonus consideration payable at any time prior to the expiration of the Primary Term. If Lessee exercises this option, the Primary Term shall be considered to be continuous commencing on the date hereof, and continuing to the end of the Primary Term so extended.
- S. ROYALTY PAYMENT: For oil and gas, along with all hydrocarbon and non-hydrocarbon substances produced in association therewith (except storage gas), Lessee shall deliver to Lessor, as royalty, twelve and one-half percent (12.5%) of the net amount realized by Lessee computed at the wellhead. As used in this Lesse, the term "net amount realized by Lessee computed at the wellhead" shall mean the gross proceeds received by the Lessee from the sale of oil and gas minus the post-production costs incurred by Lessee between the wellhead and the point of sale as used in this Lease, the term "post-production costs" shall mean all costs and expenses related to: (a) treatment and processing of oil and gas; (b) separating liquids from gas; (c) transporting oil and gas from wellhead to production or treatment facilities and/or point of sale; (d) compression or dehydration; (e) any and all other reasonable costs and expenses of any kind or nature incurred involving the handling of oil and/or gas from the wellhead to the point of sale. Lessee may pay all taxes and fees levied upon the oil and gas as produced including, but not limited to, gross production, privilege, surveillance, and/or severance taxes or fees, if any imposed now or during the life of this Lease, and deduct a proportionate share of the amount so paid from any amounts payable to Lessor hereunder.
- 6. LESSOR'S INTEREST: If Lessor owns an interest in the Leased Premises less than the entire and undivided estate herein leased then all payments herein provided shall be paid by Lessee only in the proportion to which Lessor's interest bears to the whole and undivided estate. If Lessee receives written notice of adverse claim(s) to the Leased Premises, Lessee, may, in its sole discretion, withhold payment(s), without obligation to pay interest or penalty thereon, until such time as Lessor's ownership is determined, either by compromise or final decree of any court of competent jurisdiction. If the Leased Premises shall hereafter be subdivided, the Leased Premises shall nevertheless be developed and operated as one lease. Lessee shall not be bound by any change in the ownership of the Leased Premises or any change of the endress of Lessor, or any heirs, representatives, successors, and/or assigns until Lessee shall have been furnished with written documentation from Lessor as Lessee may reasonably require.
- 7. DIRECTION OF PAYMENT: All payments required to be paid to Lessor herein shall be directed to the Lessor or deposited to Lessor's credit or to the credit of Lessor's respective heirs or assigns by check payable to the order and address as set forth above (or any changed address as may be provided to Lessee in the manner required under this Lease). Lessee shall not be obligated to alter payments as directed above until Lessee receives written notice from Lessor, or Lessor's representatives, heirs, successors, and/or assigns directing Lessee otherwise. Lessee shall not be obligated to make payments until such payments exceed the sum of Twenty-Five Dollars (\$25.00), but, in any case, payments shall be made at least once each calendar year.
- 8. CONTINUING OPERATIONS: If at the end of the Primary Term or any subsequent extension thereof this Lease is not being maintained by any other provision hereof but Lessee has commenced operations for drilling, completing, reworking, equipping, or any other operations to obtain production on the Leased Premises or lands pooled or untitized therewith, this Lease shall remain in full force and effect as long as such operations are conducted in a reasonably prudent manner. At any time after the expiration of the Primary Term, if this Lease is not being maintained by any other provision hereof, the Lease shall nevertheless be extended one (1) year beyond the completion of plugging operations of the last well on Leased Premises to permit Lessee to deepen, rework, or recomplete any well on the Leased Premises or lands pooled or unitized therewish and it such operations result in the production of any substance covered hereby, this Lease will be extended as long thereafter as production and Gas continues in paying quantities.
- 9. POOLING AND UNITIZATION: Lessee is hereby granted the right to pool or unitize the Leased Premises, or any part thereof, with any other lands for the production of any substance covered hereby, so as to create one (1) or more than one production units. Furthermore, Lessee shall in no event be required to drill more than one (1) well on such unit. Sam drilling or

production unit(s) shall conform to the rules and regulations of any governmental authority claiming jurisdiction. In the event this Lease is so pooled or unitized, the Lessor agrees to accept, in lieu of the royalty herein recited, such proportion of the royalty above described as the acreage contributed by this Lease bears to the total acreage comprising any unit or units.

Lessee shall create the unit by executing an instrument identifying and describing the pooled acreage and shall mail a copy thereof to the Lessor's last known address. Within the parameters of governmental regulations, Lessee shall have the recurring and unrestricted right to enlarge, diminish, or otherwise revise any unit formed hereunder either before or after commencement of production. At any time a pool or unit is not being operated as aforesaid, Lessee may revise or surrender all or any part of any such pool or unit, which modification or cancellation documentable be placed of record in the appropriate county(ties). Any cancellation or surrender of a Declaration of Pooling or unit order shall neither cause nor be deemed a surrender or cancellation of this Lease. Lessee will provide a copy of any documents to Lessor's last known address, and the proportion of unit production on which royalties are payable hereunder shall thereafter be adjusted accordingly. Commencement of operations for drilling, completing, reworking, equipping, or any other operations to obtain production, or production anywhere on a unit which includes all or any part of the Leased Premises shall, except for the payment of royalties, be treated as if it were commencement of operations for drilling, completing, reworking, equipping, or any other operations to obtain production, or production on the Leased Premises.

- 10. GAS STORAGE: Lessee shall have the exclusive right to use any formation underlying the Leased Premises for the storage of gas and shall have all rights necessary or incidental to store and produce such stored gas. At the time of exercising the rights to store gas hereunder, Lessee shall pay, in accordance with the royalty herein recited, Lessor's proportionate share of the estimated recoverable gas remaining in the relevant well located on the Leased Premises using methods of calculating gas reserves as are generally accepted by the oil and gas Industry. Lessee agrees to pay Lessor an annual rental of FIVE AND NO/100 DOLLARS (\$5.00) per acre for all Leased Premises which Lessee wishes to use for the storage of gas payable in advance while the Leased Premises are so used, and so long as such storage payment is made all provisions of this Lease shall remain in full effect as to the entire Leased Premises.
- 11. ANCILLARY RIGHTS: Lessor grants to Lessee the right of ingress, egress and regress over, under, and through said Leased Premises together with the exclusive right to conduct such operations on the Leased Premises as may be necessary for or incidental to the exploration and production of oil, gas or other related substances covered hereby, including but not limited to geophysical operations, the drilling of wells, and the construction and use of roads, production flowlines, gathering lines, pipelines, and/or gas transmission lines, tanks, water wells, disposal wells, injection wells, pits, water or other impoundments, electric and/or telephone lines, solar facilities, and/or other facilities necessary, useful, or convenient to products, with the right to transport via flowlines, gathering lines, pipelines, transmission lines, and/or otherwise, oil, gas, water and/or their constituents from and across the Leased Premises and/or other lands, regardless of the source of such substances, and the exclusive rights to inject water, air, brine, gas, and/or other fluids into subsurface strata. Lessee shall also have the right of placing solar panels, electric, and/or telephone lines over the Leased Premises; the right to erect necessary buildings, tanks, towers, stations, or other structures thereon; and the rights to use, free from royalty, sufficient oil, gas, and/or water produced from the Leased Premises for all operations thereon (provided Lessor shall pay the reasonable and customary cost of any such water sources located on the Leased Premises). Lessor agrees that no part of the Leased Premises shall be leased, let, granted, or itensed by Lessor to any other party for the location, construction, or maintenance of structures, tanks, pits, reservoirs, equipment, and/or machinery for the purpose of exploring, developing, or operating adjacent lands for oil or gas during the term hereof.

Lessee at any time, and from time to time, may surrender this Lease as to all or any part thereof by recording an appropriate instrument of surrender in the proper county, and thereupon this Lease and the rights, rentals, and obligations of the Parties hereunder shall terminate as to the part so surrendered; provided however, that upon each surrender as to any part of the Lease, Lessee shall maintain all easement rights in, to, and/or under the surrendered portion of the Leased Premises described in this Lease.

When requested by Lessor in writing, Lessee shall bury its pipelines below plow depth in areas utilized for farming operations. Lessee shall pay for reasonable damage caused by its operations to growing crops and marketable timber thereon. Lessee shall have the right to remove its fixtures, equipment, and materials, including well casing, from the Leased Premises during the term of this Lease, and within a reasonable time thereafter; however, nothing in this Lease shall be construed as a mandate for Lessee to remove any underground fixtures, including, but in no way limited to, pipe, casing, pipelines, and/or flowlines, and Lessor specifically walves, on behalf of Lessor and any of Lessor's heirs, representatives, successors, and/or assigns, any all future claims of damage and/or trespass if Lessee elects to leave all underground fixtures and/or lines in place.

- 12. SHUT-IN ROYALTY: 1f, after the Primary Term of this Lease, all wells on the Leased Premises or within a unit that includes all or a part of the Leased Premises, are shut-in, suspended, or otherwise not producing for any reason whatsoever for a period of twelve (12) consecutive months, and there is no current production of oil and gas or operations on said Leased Premises sufficient to keep this Lease in force and this Lease is not otherwise kept in force by other provisions of this Lease, Lease may maintain this Lease in effect by tendering to Lessor as shut-in royalty, a sum equal to Five Dollars (\$5.00) per acre. Said shut-in royalty shall be paid or tendered to Lessor on or before the next ensuing yearly anniversary of the date of this Lease, and thereafter, on or before each yearly anniversary of the date hereof while the wells are shut-in or production therefrom is not being marketed by Lessee. Upon payment of the shut-in royalty as provided herein, this Lease will continue in force during all of the time or times while all wells are shut-in, but failure to properly pay shut-in royalties shall render Lessee liable only for the amount due and shall not operate to terminate this Lease.
- 13. TAXES: Subject to the royalty provisions hereinabove regarding post-production costs, all taxes assessed or payable on the oil and gas produced from the Leased Premises or from leases, lands, and/or interests pooled or unitized therewith, including any ad valorem, production, severance, business, occupation, excise, privilege, surveillance, or other taxes of any nature whatsoever, or any increase in the real estate taxes, or taxes in lieu of real estate taxes imposed because of the oil and/or gas operations or production under this Lease shall be paid by the Parties hereto in proportion to their interest.
- 14. LIENS: Lessee may, at its option, pay and discharge any past due taxes, mortgages, judgments, and/or other liens and encumbrances on or against any land or interest included in the Lessed Premises. Lessee shall be entitled to recover any such amounts paid from Lessor, with legal interest and costs, by deduction from any future payments due Lessor or by any other lawful means.
- 15. FORCE MAJEURE: Should Lessee be prevented from complying with any expressed or implied covenant of this Lesse, from conducting drilling, completing, equipping, or reworking operations thereon, or from producing oil and gas or other substances by reason of scarcity of or inability to obtain or use equipment, men or material, or by operation of force majeure such as storm, flood, fire, tornado, hurricane, earthquake, seismic disturbance, or other acts of God, war, rebellion, insurrection, riot, strikes, differences with workmen, failure of carriers to transport or furnish facilities for transportation, as a result of a lawsuit of some law, order, or regulation of the government, as a result of shortage in material or equipment, or as a result of lawsuit of whatsoever beyond the reasonable control of the Lessee, then while so prevented, Lessee's obligation to comply with such oil and Gas covenant shall be suspended for so long as compliance is thus prevented, and for an additional twelve (12) morning the control of the Lessee.

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- 16. DEFAULT: No default shall be declared against the Lessee for failure to make payment or perform any conditions provided for herein unless the Lessee shall refuse or neglect to pay or perform the same for ninety (90) days after having received written notice from Lessor.
- 17. SUCCESSORS AND ASSIGNS: All covenants and conditions between the Parties hereto shall extend to Lessor's heirs, executors, successors, representatives, and/or assigns, and Lessor hereby warrants and agrees to defend the title to the Lessed Premises; however, no change or division in ownership of the Leased Premises shall operate to enlarge the obligations or diminish the rights of the Lessee.
- 18. UNDERSTANDING OF PARTIES: This Lease contains all of the agreements and understanding by and between Lessor and Lessee respecting the subject matter hereof, and no implied covenants, obligations, verbal representations, or promises have been made or relied upon by Lessor or Lessee supplementing or modifying this Lease, or as an inducement thereto. The failure of either party to enforce or exercise any provision of this Lease shall not constitute or be considered as a waiver of the provision in the future unless the same is expressed in writing and signed by the respective Parties.
- 19. REPRESENTATION OF NON-PRODUCTION: Lessor hereby represents that, to the best of Lessor's knowledge, information, and/or belief that: (a) no wells have been drilled on the Leased Premises or any lands purportedly pooled or unitized therewith that have not been plugged or abandoned prior to the date hereof; (b) there has been no oil and/or gas produced from the Leased Premises or any lands purportedly pooled or unitized therewith during the last five (5) years; (c) during the last two (2) years Lessor has not received, and is not now receiving, any bonus, delay rental, royalty, shut-in, or any other compensation under, or by virtue, or pursuant to the terms of a prior oil and gas lease, coal bed methane gas lease, or any other lease or contract for the exploration or development of the oil and/or gas in and under the Leased Premises; (d) the Leased Premises are not now subject to any valid, subsisting, or enforceable lease, option, and/or other contract affecting the oil, gas, and/or coal bed methane estate; and (e) there exists no contract or agreement, and/or no condition or event has occurred or is anticipated to occur, which would affect Lessee's use of the surface of the Leased Premises in the exercise of the rights granted hereunder.
- 20. SEVERANCE: If any provision of this Lease is held invalid or unenforceable by any court of competent jurisdiction, the other provisions of this Lease shall remain in full force and effect.
- 21. NOTICES: All notices shall be deemed given when deposited with the United States Postal Service and forwarded via United States Certified Mail, Return Receipt Requested, postage prepaid. A facsimile or emailed message shall be deemed delivered only when if also delivered via the method set out above. All notices shall be delivered to the address shown on the face of this Lease for the Party to be notified, unless a change-of-address had been forwarded to the other Party hereto via the above-described method of notice.
- 22. CAPTIONS: Captions, titles and headings appearing at the beginning of any sections, paragraphs or other subdivisions of this Lease are inserted for convenience of reference only, do not constitute any part of this Lease, and shall be disregarded in construing or interpreting the language bereof.

SEE ADDENDUM ATTACHED HERETO AND BY THIS REFERENCE MADE A PART HEREOF

EXECUTED on the dates set forth in the notary acknowledgements attached hereto, but effective for all purposes as of the Effective Date hereinabove specified. This document may be executed in multiple counterparts, any one of which shall be considered an original and binding upon the signatory parties for all purposes herein.

LESSOR

WITNESS

Ust 1

Printed Names Tack R. M. Kerlie

Princed Name: Alexander Hiley, a minor, by his Ghardian

Address: 1108 Grow 1 Rd

Address: 1108 Grow 1 Rd

Address: 1108 Grow 1 Rd

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Office of Oil and Gas

APR 30 2015

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Office of Oil and Gas

APR 3 0 2015

WV Department of Environmental Protection

NOBLE PAID UP - WV - 2013.07.01

PREPARED BY / UPON RECORDATION RETURN TO:
Land Department
NOBLE ENERGY, INC.
333 Technology Drive, Suite 116
Canonsburg, PA 15317

PAID-UP OIL AND GAS LEASE

This PAID-UP OIL AND GAS LEASE (hereinafter, "Lease") is made and entered into this 12th day of November, 2013. (hereinafter, "Effective Date") between Justin Hiley, a minor, by his Guardian. , whose mailing address is: 1108 Brock Rd., Athens. GA 30607 (hereinafter, "Lessor," whether one or more), and NOBLE ENERGY, INC., a Delaware corporation, whose address is 333 Technology Drive, Suite 116, Canonsburg, Pennsylvania 15317, (hereinafter, "Lessor,"), with Lessor and Lessee being sometimes hereinafter referred to as "Parties".

- 1. LEASE: In consideration of ONE DOLLAR (S1.00) and other good and valuable consideration, including the bonus consideration paid, the receipt and sufficiency of which are hereby acknowledged, and in further consideration of the covenants and agreements herein contained, Lessor does hereby LEASE, LET, GRANT, and DEMISE exclusively unto Lessee, its successors and/or assigns, the lands and interests hereafter described for the purpose of exploring for, developing, producing and marketing oil, gas and/or other related substances produced in association therewith, including methane gas present in or associated with any coal seam, by any methods now or hereafter known or discovered, in and under the Leased Premises (defined below).
- 2. DESCRIPTION / LEASED PREMISES: All those certain tracts of land situate in the District of Meade, County of Tyler, State of West Virginia, generally bounded now or formerly:

On the North by: Norma S. Williams
On the East by: Norma S. Williams
On the South by: Williams Revocable Trust
On the West by: Frank Stephen Grass

being the same land acquired by Lessor by virtue of instrument recorded in the Office of Clerk of the County Commission in Will Book 4, Page 461 recorded in Fitchie County, WY said land being identified for tax purposes as 06-14-18 on this date, and stipulated to contain for the purpose of calculating all payments required hereunder Twenty-eight (23.00) acres, more or tess, hereinafter, "Leased Premises." The Leased Premises shall be deemed to include all accreted or submerged lands contiguous to the Leased Premises claimed or owned by Lessor as well as all strips or parcets of land or interests therein now owned or hereafter acquired by Lessor which adjoin the lands described above.

- 3. TERM: Subject to the other provisions centained herein, this Lease shall be in force for a primary term of five (5) years (hereinafter, "Primary Term") and for so long thereafter as oil, gas or other substances covered hereby are capable of being produced in paying quantities from the Leased Premises, or from lands pooled or unitized therewith, or this Lease is otherwise maintained pursuant to the provisions hereof. It is understood that so long as this Lease is extended beyond the Primary Term by any provision of this Lease, Lessee may commence, resume, or continue the exercise of any of the rights, privileges, or purposes hereof during such extension.
- 4. EXTENSION OF TERM: At Lessee's option, Lessee may extend the Primary Term of this Lease for an additional period equal to the Primary Term hereof by paying or tendering to Lessor an extension payment equal to one hundred percent (100%) of the initial bonus consideration payable at any time prior to the expiration of the Primary Term. If Lessee exercises this option, the Primary Term shall be considered to be continuous commencing on the date hereof, and continuing to the end of the Primary Term so extended.
- 5. ROYALTY PAYMENT: For oil and gas, along with all hydrocarbon and non-hydrocarbon substances produced in association therewith (except storage gas), Lessee shall deliver to Lessor, as royalty, twelve and one-half percent (12.5%) of the net amount realized by Lessee computed at the wellhead. As used in this Lesse, the term "net amount realized by Lessee computed at the wellhead" shall mean the gross proceeds received by the Lessee from the sale of oil and gas minus the post-production costs incurred by Lessee between the wellhead and the point of sale. As used in this Lease, the term "post-production costs" shall mean all costs and expenses related to: (a) treatment and processing of oil and gas; (b) separating liquids from gas; (c) transporting oil and gas from wellhead to production or treatment facilities and/or point of sale; (d) compression or dehydration; (e) any and all other reasonable costs and expenses of any kind or nature incurred involving the handling of oil and/or gas from the wellhead to the point of sale. Lessee may pay all taxes and fees levied upon the oil and gas as produced including, but not limited to, gross production, privilege, surveillance, and/or severance taxes or fees, if any imposed now or during the life of this Lease, and deduct a proportionate share of the amount so paid from any amounts payable to Lessor becoming
- 6. LESSOR'S INTEREST: If Lessor owns an interest in the Leased Premises less than the entire and undivided estate herein leased then all payments herein provided shall be paid by Lessee only in the proportion to which Lessor's interest bears to the whole and undivided estate. If Lessee receives written notice of adverse claim(s) to the Leased Premises, Lessee, may, in its sole discretion, withhold payment(s), without obligation to pay interest or penalty thereon, until such time as Lessor's ownership is determined, either by compromise or final decree of any court of competent jurisdiction. If the Leased Premises shall hereafter be subdivided, the Leased Premises shall nevertheless be developed and operated as one lease. Lessee shall not be bound by any change in the ownership of the Leased Premises or any enange of the address of Lessor, or any heirs, representatives, successors, and/or assigns until Lessee shall have been furnished with written documentation from Lessor as Lessee may reasonably require.
- 7. DIRECTION OF PAYMENT: All payments required to be paid to Lessor herein shall be directed to the Lessor or deposited to Lessor's credit or to the credit of Lessor's respective heirs or assigns by check payable to the order and address as set forth above (or any changed address as may be provided to Lessee in the manner required under this Lease). Lessee shall not be obligated to alter payments as directed above until Lessee receives written notice from Lessor, or Lessor's representatives, heirs, successors, and/or assigns directing Lessee otherwise. Lessee shall not be obligated to make payments until such payments exceed the sum of TWENTY-FIVE DOLLARS (\$25.00), but, in any case, payments shall be made at least once each calendar year.
- 8. CONTINUING OPERATIONS: If at the end of the Primary Term or any subsequent extension thereof this Lease is not being maintained by any other provision hereof but Lessee has commenced operations for drilling, completing, reworking, equipping, or any other operations to obtain production on the Leased Premises or lands pooled or unitized therewise. Lease shall remain in full force and effect as long as such operations are conducted in a reasonably prudent manner. At any time after the expiration of the Primary Term, if this Lease is not being maintained by any other provision hereof, the Lease shall nevertheless be extended one (1) year beyond the completion of plugging operations of the last well on Leased Premises or lands pooled or unitized the production of the drilling of another well on the Leased Premises or lands pooled or unitized therewish, and Other operations result in the production of any substance covered hereby, this Lease will be extended as long the production continues in paying quantities.

9. POOLING AND UNITIZATION: Lessee is hereby granted the right to pool or unitize the Leased Premises or 300 part thereof, with any other lands for the production of any substance covered hereby, so as to create one (1) or moderning or production units. Furthermore, Lessee shall in no event be required to drill more than one (1) well on such unit. Said drilling or

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production unit(s) shall conform to the rules and regulations of any governmental authority claiming jurisdiction. In the event this Lease is so pooled or unitized, the Lessor agrees to accept, in lieu of the royalty herein recited, such proportion of the royalty above described as the acreage contributed by this Lease bears to the total acreage comprising any unit or units.

Lessee shall create the unit by executing an instrument identifying and describing the pooled acreage and shall mail a copy thereof to the Lessor's last known address. Within the parameters of governmental regulations, Lessee shall have the recurring and unrestricted right to enlarge, diminish, or otherwise revise any unit formed hereunder either before or after commencement of production. At any time a pool or unit is not being operated as aforesaid, Lessee may revise or surrender all or any part of any such pool or unit, which modification or cancellation document shall be placed of record in the appropriate county(ties). Any cancellation or surrender of a Declaration of Pooling or unit order shall neither cause nor be deemed a surrender or cancellation of this Lease. Lessee will provide a copy of any documents to Lessor's last known address, and the proportion of unit production on which royaltics are payable hereunder shall thereafter be adjusted accordingly. Commencement of operations for drilling, completing, reworking, equipping, or any other operations to obtain production, or production anywhere on a unit which includes all or any part of the Leased Premises shall, except for the payment of royalties, be treated as if it were commencement of operations for drilling, completing, reworking, equipping, or any other operations to obtain production on the Leased Premises,

- 10. GAS STORAGE: Lessee shall have the exclusive right to use any formation underlying the Leased Premises for the storage of gas and shall have all rights necessary or incidental to store and produce such stored gas. At the time of exercising the rights to store gas hereunder, Lessee shall pay, in accordance with the royalty herein recited, Lessar's proportionate share of the estimated recoverable gas remaining in the relevant well located on the Lease using methods of calculating gas reserves as are generally accepted by the oil and gas industry. Lessee agrees to pay Lessor an annual rental of FIVE AND NO/100 DOLLARS (\$5.00) per acre for all Leased Premises which Lessee wishes to use for the storage of gas payable in advance while the Leased Premises are so used, and so long as such storage payment is made all provisions of this Lease shall remain in full effect as to the entire Leased Premises.
- 11. ANCILLARY RIGHTS: Lessor grants to Lessee the right of ingress, egress and regress over, under, and through said Leased Premises together with the exclusive right to conduct such operations on the Leased Premises as may be necessary for or incidental to the exploration and production of oil, gas or other related substances covered hereby, including but not limited to geophysical operations, the drilling of wells, and the construction and use of roads, production flowlines, gathering lines, pipelines, and/or gas transmission lines, tanks, water wells, disposal wells, injection wells, pits, water or other impoundments, electric and/or telephone-lines, solar facilities, and/or other facilities necessary, useful, or convenient to produce, save, take care of, treat, process, store, and/or transport oil, gas, and/or other facilities necessary, useful, or convenient to produce, save, take care of, treat, process, store, and/or transport oil, gas, and/or other facilities necessary, useful, or convenient to produce, with the right to transport via flowlines, gathering lines, pipelines, transmission lines, and/or otherwise, oil, gas, water and/or their constituents from and across the Leased Premises and/or other lands, regardless of the source of such substances, and the exclusive rights to inject water, air, brine, gas, and/or other fluids into subsurface strata. Lessee shall also have the right of placing solar panels, electric, and/or telephone lines over the Leased Premises; the right to erect necessary buildings, tanks, towers, stations, or other structures thereon; and the rights to use, free from royalty, sufficient oil, gas, and/or water produced from the Leased Premises for all operations thereon (provided Lessor shall pay the reasonable and customary cost of any such water sources located on the Leased Premises). Lessor ogrees that no part of the Leased Premises shall be leased, let, granted, or licensed by Lessor to any other party for the location, construction, or maintenance of structures, tanks, pits,

Lessee at any time, and from time to time, may surrender this Lease as to all or any part thereof by recording an appropriate instrument of surrender in the proper county, and thereupon this Lease and the rights, rentals, and obligations of the Partles hereunder shall terminate as to the part so surrendered; provided however, that upon each surrender as to any part of the Lease, Lessee shall maintain all easement rights in, to, and/or under the surrendered portion of the Leased Premises described in this Lease.

When requested by Lessor in writing, Lessec shall bury its pipelines below plow depth in areas utilized for farming operations. Lessee shall pay for reasonable damage caused by its operations to growing crops and marketable timber thereon. Lessee shall have the right to remove its fixtures, equipment, and materials, including well casing, from the Leased Premises during the term of this Lease, and within a reasonable time thereafter; however, nothing in this Lease shall be construed as a mandate for Lessee to remove any underground fixtures, including, but in no way limited to, pipe, easing, pipelines, and/or flowlines, and Lessor specifically waives, on behalf of Lessor and any of Lessor's heirs, representatives, successors, and/or assigns, any all future claims of damage and/or trespass if Lessee elects to leave all underground fixtures and/or lines in place.

- 12. SHUT-IN ROYALTY: If, after the Primary Term of this Lease, all wells on the Leased Premises or within a unit that includes all or a part of the Leased Premises, are shut-in, suspended, or otherwise not producing for any reason whatsoever for a period of twelve (12) consecutive months, and there is no current production of oil and gas or operations on said Leased Premises sufficient to keep this Lease in force and this Lease is not otherwise kept in force by other provisions of this Lease, Lessee may maintain this Lease in effect by tendering to Lessor as shut-in royalty, a sum equal to Fivs DOLLARS (\$5.00) per acre. Said shut-in royalty shall be paid or tendered to Lessor on or before the next ensuing yearly anniversary of the date of this Lease, and thereafter, on or before each yearly anniversary of the date hereof while the wells are shut-in or production therefrom is not being marketed by Lessee. Upon payment of the shut-in royalty as provided herein, this Lease will continue in force during all of the time or times while all wells are shut-in, but failure to properly pay shut-in royalties shall render Lessee liable only for the amount due and shall not operate to terminate this Lease.
- 13. TAXES: Subject to the royalty provisions hereinabove regarding post-production costs, all taxes assessed or payable on the oil and gas produced from the Leased Premises or from leases, lands, and/or interests pooled or unitized therewith, including any ad valorem, production, severance, business, occupation, exclse, privilege, surveillance, or other taxes of any nature whatsoever, or any increase in the real estate taxes, or taxes in licu of real estate taxes imposed because of the oil and/or gas operations or production under this Lease shall be paid by the Parties hereto in proportion to their interest.
- 14. LIENS: Lessee may, at its option, pay and discharge any past due taxes, mortgages, judgments, and/or other liens and encumbrances on or against any land or interest included in the Leased Premises. Lessee shall be entitled to recover any such amounts paid from Lessor, with legal interest and costs, by deduction from any future payments due Lessor or by any other lawful means.
- 15. FORCE MAJEURE: Should Lessee be prevented from complying with any expressed or implied covenant of this Lesse, from conducting drilling, completing, equipping, or reworking operations thereon, or from producing oil and gas or other substances by reason of scarcity of or inability to obtain or use equipment, men or material, or by operation of force majeure such as storm, flood, fire, tornado, hurricane, carthquake, seismic disturbance, or other acts of God, war, rebellion, insurrection, rice strikes, differences with workmen, failure of carriers to transport or furnish facilities for transportation, as a result of a lawsuit of EVED some law, order, or regulation of the government, as a result of shortage in material or equipment, or as a result of any cause whatsoever beyond the reasonable control of the Lessee, then while so prevented, Lessee's obligation to comply the state of the covernment shall be suspended for so long as compliance is thus prevented, and for an additional twelve (12) months the called.

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- 16. DEFAULT: No default shall be declared against the Lessee for failure to make payment or perform any conditions provided for herein unless the Lessee shall refuse or neglect to pay or perform the same for ninety (90) days after having received written notice from Lessor.
- 17. SUCCESSORS AND ASSIGNS: All covenants and conditions between the Parties hereto shall extend to Lessor's heirs, executors, successors, representatives, and/or assigns, and Lessor hereby warrants and agrees to defend the title to the Leased Premises; however, no change or division in ownership of the Leased Premises shall operate to enlarge the obligations or diminish the rights of the Lessee.
- 18. UNDERSTANDING OF PARTIES: This Lease contains all of the agreements and understanding by and between Lessor and Lessee respecting the subject matter hereof, and no implied covenants, obligations, verbal representations, or promises have been made or relied upon by Lessor or Lessee supplementing or modifying this Lease, or as an inducement thereto. The failure of either party to enforce or exercise any provision of this Lease shall not constitute or be considered as a waiver of the provision in the future unless the same is expressed in writing and signed by the respective Parties.
- 19. REPRESENTATION OF NON-PRODUCTION: Lessor hereby represents that, to the best of Lessor's knowledge, information, and/or belief that: (a) no wells have been drilled on the Leased Premises or any lands purportedly pooled or unitized therewith that have not been plugged or abandoned prior to the date hereof; (b) there has been no oil and/or gas produced from the Leased Premises or any lands purportedly pooled or unitized therewith during the last five (5) years; (c) during the last two (2) years Lessor has not received, and is not now receiving, any bonus, delay rental, royalty, shut-in, or any other compensation under, or by virtue, or pursuant to the terms of a prior oil and gas lease, coal bed methane gas lease, or any other lease or contract for the exploration or development of the oil and/or gas in and under the Leased Premises; (d) the Leased Premises are not now subject to any valid, subsisting, or enforceable lease, option, and/or other contract affecting the oil, gas, and/or coal bed methane estate; and (c) there exists no contract or agreement, and/or no condition or event has occurred or is anticipated to occur, which would affect Lessee's use of the surface of the Leased Premises in the exercise of the rights granted hereunder.
- 20. SEVERANCE: If any provision of this Lease is held invalid or unenforceable by any court of competent jurisdiction, the other provisions of this Lease shall remain in full force and effect.
- 21. NOTICES: All notices shall be deemed given when deposited with the United States Postal Service and forwarded via United States Certified Mail, Return Receipt Requested, postage prepaid. A facsimile or emailed message shall be deemed delivered only when if also delivered via the method set out above. All notices shall be delivered to the address shown on the face of this Lease for the Party to be notified, unless a change-of-address had been forwarded to the other Party hereto via the above-described method of notice.
- 22. CAPTIONS: Captions, titles and headings appearing at the beginning of any sections, paragraphs or other subdivisions of this Lease are inserted for convenience of reference only, do not constitute any part of this Lease, and shall be disregarded in construing or interpreting the language hereof.

SEE ADDENDUM ATTACHED HERETO AND BY THIS REFERENCE MADE A PART HEREOF

EXECUTED on the dates set forth in the notary acknowledgements attached hereto, but effective for all purposes as of the Effective Date hereinabove specified. This document may be executed in multiple counterparts, any one of which shall be considered an original and binding upon the signatory parties for all purposes herein.

LESSOR

rinted Name: Jack R. McKestie

Address: LUX BEDIL RA MANUL Address: LUX BEDIL RO

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INDIVIDUAL ACKNOWLEDGMENT

MY COMMISSION EXPIRES: Nov 11,2017 Signature John M. McKashir Printed Name Tack R. McKashir Notary Public

JACK R MCKERLIE Notary Public Jackson County State of Georgia My Commission Expires Nov 11, 2017

PREPARED BY / UPON RECORDATION RETURN TO: Land Department NOBLE ENERGY, INC. 333 Technology Drive, Suite 116 Canonsburg, PA 15317

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APR 3 0 2015

This MEMORANDUM OF LEASE, utilized to indicate the existence of a PAID-UP OIL AND GAS LEASE (hereinafter, "Lease") effective this 11th day of October, 2013, by and between Deborah Sue Williams & Martyn K. Williams, wife and husband whose address is 82 Hillside Dr., Forest Hills. KY 41527, (hereinafter, "Lessor" whether one or more), and NOBLE ENERGY, INC., a Delaware corporation, whose address is at 333 Technology Drive, Suite 116, 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. Lossoo 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.

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2. <u>DESCRIPTION / LEASED PREMISES</u>: All those certain tracts of land situate in the District of <u>Meade</u>, County of <u>Tyler</u>, State of West Virginia, generally bounded now or formerly as follows:

On the North by:	Norma S. Williams	
On the East by:	Norma S. Williams	
On the South by:	Williams Revocable Trust	•
On the West by:	Frank Stephen Grass	
Commission, said lourpose of calculati	and being identified for tax purposes as ing payments, <u>Twenty Eight</u> (28.00) acres	davit of Heirship to be recorded in the Office of Clerk of the Count [2x Map 14 Parcel 18] on this date, and stipulated to contain, for the , more or less ("Leased Premises"). If the purpose of providing notice of the existence of the Lease and
	red in any way a modification or alteration	
WITNESS:		Debough In Williams Printed Name: Deborah Sue Williams
Printed Name:		Address: 82 Hillside Dr., Forest Hills, KY 41527
WITNESS:		Mentallelleams
Printed Name		Printed Name: Martyn K. Williams Address: 82 Hillside Dr., Forest Hills, KY 41527

WITNESS:	NOBLE ENERGY, INC.	
Printed Name:	By:MARK A. ACREE, Attorney-In-Fact	RECEIVED iice of Oil and Gas

APR 3 0 2015

WV-Department of Environmental Protection 07/03/2015

INDIVIDUAL ACKNOWLEDGMENT STATE OF ____ MY COMMISSION EXPIRES: Printed Name 473 Official Seal Notary Public Commissioner for West Virginia Rodney Parsons Ona, WV My Commission Expires April 20, 2016 CORPORATE ACKNOWLEDGMENT COMMONWEALTH OF PENNSYLVANIA COUNTY OF WASHINGTON On this _____ day of ______, 2013, 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: Notary Public PREPARED BY / UPON RECORDATION, RETURN TO: Land Department NOBLE ENERGY, INC.

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WV Department of Environmental Protection 07/03/2015

333 Technology Drive, Suite 116 Canonsburg, PA 15317

This MEMORANDUM OF LEASE, dated this 25th day of Octoher. 2013, is utilized to indicate the existence of a PAID-UP OIL AND GAS LEASE (hereinafter, "Lesse") of even date herewith, by and between Brenda S. Boggs, single whose address is 5128 Flagfish Ct. Waldorf. MD 20603, (hereinafter, "Lessor" whether one or more), and NOBLE ENERGY, INC., a Delaware corporation, whose address is at 333 Technology Drive, Suite 116, Canonsburg, Pennsylvania 15317, (hereinafter,

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:

- I. 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.
- DESCRIPTION/LEASED PREMISES: All those certain tracts of land situate in the District of Meade, County of Tyler. State of West Virginia, generally bounded now or formerly as follows:

On the North by:	Basil Morris heirs
On the East by:	Ritchie County;
On the South by:	Ritchie County;
On the West by:	Frank Stephen Grass
late, and stipulated to "Leased Premises"). This Memo	ion in Tyler County West Virginia, said land being identified for tax purposes as <u>TM 14, Parcel 22</u> on this contain, for the purpose of calculating payments, <u>Thirty-One and 76/100</u> (31.76) acres, more or less randum of Lease has been executed for the purpose of providing notice of the existence of the Lease and d in any way a modification or alteration of the Lease.
VITNESS:	LESSOR
NIN	

Printer Party Abank	Printed Name: Brenda S. Boggs Address: 5228 Flagfish Ct. Waldorf, MD 20603 240 210-4366
Printed Name	Printed Name:Address:
WITNESS:	NOBLE ENERGY, INC.
Printed Name:	MARK A. ACREE, Attorney-In-Fact APR 3 2015
NOBLE PAID UP - WV - 2013.07.31	WV Department of WV Department of Profession

07/03/2015

INDIVIDUAL ACKNOWLEDGMENT STATE OF COUNTY OF day of November 2013, by The foregoing instrument was acknowledged before me, this Brenda S. Boggs, single. BILLY JONATHAN C. ABANDO NOTARY PUBLIC MY COMMISSION EXPIRES: CHARLES COUNTY
MARYLAND
MY COMMISSION EXPIRES
08/25/2016 CORPORATE ACKNOWLEDGMENT COMMONWEALTH OF PENNSYLVANIA COUNTY OF WASHINGTON In witness thereof, I hereunto set my hand and affixed my official scal. MY COMMISSION EXPIRES: COMMONWEALTH OF PENNSYLVANIA NOTARIAL SEAL KARLY JANE NANZ Notary Public
PITTSBURGH CITY, ALLEGHENY COUNTY
My Commission Expires Feb 17, 2017

PREPARED BY / LIFON RECORDATION, RETURN TO: Land Department NOBLE ENERGY, INC. 333 Technology Drive, Suite 116 Canonsburg, PA 15317

NOBLE PAID UP - WV - 2013.07.31

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Office of Oil and Gas

PR 30 2015

This MEMORANDUM OF LEASE, utilized to indicate the existence of a PAID-UP Oil AND GAS LEASE (hereinafter, "Lease") effective this 29th day of November, 2013, by and between Gordon McConnell, single whose address is P.O. box 250455. Holly Hill, FL 32125. (hereinafter, "Lessor" whether one or more), and NOBLE ENERGY, INC., a Delaware corporation, whose address is at 333 Technology Drive, Suite 116, 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. <u>DESCRIPTION / LEASED PREMISES</u>: All those certain tracts of land situate in the District of <u>Meade</u>. County of <u>Tyler</u>, State of West Virginia, generally bounded now or formerly as follows:

	, 8,	
On the North by:	Basil Morris Heirs	
On the East by:	Ritchie County	
On the South by:	Ritchie County	
On the West by:	Frank Stephen Grass	
purpose of calculating	being identified for tax purposes as payments, <u>Thirty One and 76/100</u> (3	filidavit of Heirship to be recorded in the Office of Clerk of the Count in Tax Map 14 Parcel 22 on this date, and stipulated to contain, for the 11.76 acres, more or less ("Leased Premises").
This Memor shall not be considered	randum of Lease has been executed d in any way a modification or alterat	for the purpose of providing notice of the existence of the Lease an ion of the Lease.
WITNESS:		LESSOR Lindon M. Comell Printed Name: Gordon McConnell
Printed Name: WITNESS:		Address: P.O. box 250455, Holly Hill, FL 32125
Printed Name		Printed Name:Address:

NOBLE ENERGY, INC.

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Office of Oil and Gas

APR 3 0 2015

WV Department of Environmental Protection

Printed Name:

WITNESS:

INDIVIDUAL ACKNOWLEDGMENT

STATE OF FLORIDA COUNTY OF VOLUSIA	§ §	
The foregoing instrument was ackn , 2013, by <u>Gordon McCannell, sing</u>	owledged before me, this <u>2nd</u>	day ob <u>Desember</u>
MY COMMISSION EXPIRES: DEBRA M. BENJAMIN MY COMMISSION # PERISSIZ	Printed Name_Uebra Notary Public	M. Bengamin
ENPIRES: August 6, 2015 (407) 338-0153 Florida Notary Service.com	CORPORATE ACKNOWLEDGME	ENT
COMMONWEALTH OF PENNSYLVANIA COUNTY OF WASHINGTON	Ş	
On this day of appeared MARK A. ACREE, as Attorney-in-f to be the person whose name is subscribed to purposes therein contained and on behalf of s	to the within instrument, and acknow	fore me, the undersigned officer, personally Delaware corporation, personally known to me dedged to me that he executed the same for the
In witness thereof, I hereunto set of	ny hand and affixed my official seal.	
My Commission Expires:		
	Notary Pub	lic
PREPARED BY / UPON RECORDATION, RETURN TO: Land Department MOBLE BERGY, Ivc.		

NOBLE ENERGY, INC. 333 Technology Drive, Suite 116 Canonsburg, PA 15317

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NOBLE PAID UP - WY - 2013.07.01

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This MEMORANDUM OF LEASE, dated this 7th day of October, 2014, is utilized to indicate the existence of a PAID-UP OIL AND GAS LEASE (hereinafter, "Lease") of even date herewith, by and between Michael R. Durett and Mary Kate Durett, hasband and wife whose address is 4194 King Richard Court Sarasota, Florida 34232, (hereinafter, "Lessor" whether one or more), and NOBLE ENERGY, INC., a Delaware corporation, whose address is at 333 Technology Drive, Suite 116, Canonsburg, Pennsylvania 15317, (hereinafter, "Lessoe").

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.
- Description/Leased Premises: All those certain tracts of land situate in the District of Meade. County of Tyler. State of West Virginia, generally bounded now or formerly as follows:

the County Commission in Tyler County West Virginia, said in	rit of Death and Heirship to be recorded in the Office of Clerk of and being identified for tax purposes as <u>TM 14. Parcel 22</u> on this payments, <u>Thirty One and 76/100</u> (31.7600) acres, more or less
This Memorandum of Lease has been executed for the shall not be considered in any way a modification or alteration of the shall not be considered in any way a modification or alteration of the shall not be considered in any way as modification or alteration of the shall not be considered in any way as modification or alteration of the shall not be considered in any way as modification or alteration of the shall not be considered in any way as modification or alteration of the shall not be considered in any way as modification or alteration of the shall not be considered in any way as modification or alteration of the shall not be considered in any way as modification or alteration of the shall not be considered in any way as modification or alteration of the shall not be considered in the shall	ne purpose of providing notice of the existence of the Lease and f the Lease.
WITNESS: Printed Name: Browler Straws WITNESS: Printed Name Paul F. Filip	Printed Name: Michael R. Purett Address: 4194 King Richard Court Sarasota, Florida 34232 Printed Name: Mary Kate Durett Addless: 4194 King Richard Court Sarasota, Florida 34232

NOBLE ENERGY, INC.

RECEIVED

ADD NO 2015

APR **30** 2015

WITNESS:

Printed Name:

On the North by:

On the East by:

On the South by:

On the West by:

Basil Morris;

Ritchie County;

Ritchie County; Frank Stephen Grass;

INDIVIDUAL ACKNOWLEDGMENT STATE OF COUNTY OF day of November 2014, by The foregoing instrument was acknowledged before me, this Michael R. Durett and Mary Kate Durett, husband and wife. MY COMMISSION EXPIRES: Brandon Surane State of Florida AY COMMISSION # EE 841787 Printed Nam Expires: October 8, 2018 **Notary Public** CORPORATE ACKNOWLEDGMENT COMMONWEALTH OF PENNSYLVANIA COUNTY OF WASHINGTON On this 15 day of DECEMBER 2014, 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: Thomas C - Burchett Notary Public

PREPARED BY / UPON RECORDATION, RETURN TO: Land Department NOBLE ENERGY, INC. 333 Technology Drive, Suite 116 Canonsburg, PA 15317

COMMONWEALTH OF PENNSYLVANIA

NOTARIAL SEAL

Thomas C. Burcher II, Notary Public
Canton Twp., Washington County
My Commission Expires March 14, 2018

MEWBER, PENNSYLVARIA ASSOCIATION OF NOTARIES

NOBLE PAID UP - WV - 2013.07.31

PAGE 2

RECEIVED
Office of Oil and Gas

APR 3 0 2015

WV Department/093/2015
Environmental Protection

This MEMORANDUM OF LEASE, utilized to indicate the existence of a PAID-UP OIL AND GAS LEASE (hereinafter, "Lease") effective this 14th day of October, 2014, by and between Kim Renee Bernardo, single whose address is 1766 Old Timber Dr. Monroe, MI 48161, (hereinafter, "Lessor" whether one or more), and NOBLE ENERGY, INC., a Delaware corporation, whose address is at 333 Technology Drive, Suite 116, Canonsburg, Pennsylvania 15317, (hereinafter, "Lessoe").

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.
- DESCRIPTION / LEASED PREMISES: All those certain tracts of land situate in the District of Meade, County of Tyler, State
 of West Virginia, generally bounded now or formerly as follows:

On the North by:	Basil Morris Heirs	
On the East by:	Ritchie County	
On the South by:	Ritchie County	
On the West by:	Frank Stephen Grass	

and being the same land acquired by Lessor by virtue of instrument to be recorded in the Office of Clerk of the County Commission, and currently recorded in the Probate Court of Allegheny County. State of Maryland as Estate Number 32059, said land being identified for tax purposes as Tax Map 14 Parcel 22 on this date, and stipulated to contain for the purpose of calculating all payments required hereunder Thirty One and 76/100 (31.76) acres, more or less ("Lessed 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.

WITNESS: Paula a Provitt	Kin Rener Bernaud
Printed Name: Yaulo J. Plewett	Printed Nume: Kim Rence Bernardo Address: 1766 Old Timber Dr. Monroe. MI 48161
WITNESS:	P IN
Printed Name Don Bussell	Printed Name: Address:

WITNESS:	NOBLE ENERGY, INC.	
	By: Mullulu MARK A. ACREE, Attorney-In-Fact	RECEIVED
	By///White	Office of Oil
Printed Name:	MARK A. ACREE, Attomey-In-Fact	TABLE OF OIL and Gas
	<i>/</i> ¢	

APR 3 0 2015

INDIVIDUAL ACKNOWLEDGMENT STATE OF COUNTY OF The foregoing instrument was acknowledged before me, this , 2014, by Kim Renee Bernardo, single. MY COMMISSION EXPIRES: Printed Name TAMMY TAMMY MASSINGILL Notary Public, State of Michigan County of Monroe My Commission Expires 03-22-2021 Notary Public Acting in the County of. CORPORATE ACKNOWLEDGMENT COMMONWEALTH OF PENNSYLVANIA COUNTY OF WASHINGTON On this 15 day of ANUARY 2014, 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: Thomas C. Buchett To-Notary Public COMMONWEALTH OF PENNSYLVANIA

ROTARIAL SEAL
Thomas C. Burches II. Notary Public
Canton Twp., Washington County
My Commission Excitos March 14, 2018
USUBER, PENNSYLVANIA ASSOCIATION OF BOTARIES PREPARED BY / UPON RECORDATION, RETURN TO: Land Department NOBLE ENERGY, INC. 333 Technology Drive, Suite 116 Canonsburg, PA 15317

NOBLE PAID UP - WV - 2013.07.01

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Office of Oil and Gas

APR 3 0 2015

This MEMORANDUM OF LEASE, dated this 11th day of November, 2014, is utilized to indicate the existence of a PAID-UP OIL AND GAS LEASE (hereinafter, "Lease") of even date herewith, by and between Jeffrey A. Durett, a single man whose address is 1275 Underhill Road East Aurora, New York 14052, (hereinafter, "Lessor" whether one or more), and NOBLE ENERGY, INC., a Delaware corporation, whose address is at 333 Technology Drive, Suite 116, 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:

- 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. <u>DESCRIPTION / LEASED PREMISES</u>: All those certain tracts of land situate in the District of <u>Meade</u>, County of <u>Tyler</u>. State of West Virginia, generally bounded now or formerly as follows:

NOBLE PAID UP - WV - 2013,07,31

A resident a summary of the second of the

On the North by: Basil Morris:	
On the East by: Ritchie County:	
On the South by: Ritchie County;	
On the West by: Frank Stephen Grass	
the County Commission in Tyler County West date, and stipulated to contain, for the purpos ("Leased Premises").	virtue of Affidavit of Death and Heirship to be recorded in the Office of Clerk of Virginia, said land being identified for tax purposes as TM 14, Parcel 22 on this e of calculating payments, Thirty One and 76/100 (31.7600) acres, more or less a executed for the purpose of providing notice of the existence of the Lease and on or alteration of the Lease.
WITNESS:	LESSOR Bis (N)
Printed Name:	Printed Name Jeffrey K. Durett Address: 1275 Underhill Road East Aurora, New York 14052
WITNESS:	***************************************
Printed Name	Printed Name: Address:
WITNESS:	NOBLE ENERGY, INC. RECEIVED Office of Oil and Gas
Printed Name:	MARK A. ACREE, Attorney-In-Fact APR 30 2015

WV Department of Environmental Protection

07/03/2015

PAGE 1

INDIVIDUAL ACKNOWLEDGMENT STATE OF NEW YORK COUNTY OF day or November, 2014, by Jeffrey A. Durett, a single man. MY COMMISSION EXPIRES: 3 3115 Kristy Lee Wedgwood Notary Public, State of New York Commission No. 01WE6237636 Qualified in Erie County CORPORATE ACKNOWLEDGMENT My Commission Expires 3/21/20_15 COMMONWEALTH OF PENNSYLVANIA COUNTY OF WASHINGTON On this 15 day of JANUARY 2017, 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: Thomas C. Buchett II. COMMONWEALTH OF PENNSYLVANIA

PREPARED BY / UPON RECORDATION, RETURN TO: Land Department NOBLE ENERGY, INC. 333 Technology Drive, Suite 116 Canonsburg, PA 15317

NOTARIAL SEAL
Thomas C. Burcheri II, Notary Public
Canton Two, Washington County
My Commission Expires March 14, 2018
USUSER, PENNSYLVANIA ASSOCIATION OF NOTARIES

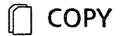
RECEIVED
Office of Oil and Gas

NOBLE PAID UP - WV - 2013.07.31

APR 3 0 2015

WV Department of Environmental Protection

07/03/2015



This MEMORANDUM OF LEASE, dated this 20th day of January. 2015, is utilized to indicate the existence of a PAID-UP OIL AND GAS LEASE (hereinafter, "Lease") of even date herewith, by and between Richard J. Hitchcock, a married man dealing in his sole and separate property whose address is 3023 S. Atlantic Ave Davtona Beach, Florida 32118, (hereinafter, "Lessor" whether one or more), and NOBLE ENERGY, INC., a Delaware corporation, whose address is at 333 Technology Drive, Suite 116, Canonsburg, Pennsylvania 15317, (hereinafter, "Lessor").

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.
- DESCRIPTION / LEASED PREMISES: All those certain tracts of land situate in the District of Mende. County of Tyler.
 State of West Virginia, generally bounded now or formerly as follows:

	MP 14-19 & 14-22	MP 15-8	
On the North by:	Basil Morris heirs;	Hattie Jones;	
On the East by:	Ritchie County;	Ritchie County;	
On the South by:	Ritchie County;	Billy J. Cox;	
On the West by:	Donald E. Williams, et. al:	Terry & Eldon Markle;	*****
		_	

and being the same land acquired by Lessor by virtue of Affidavit of Death and Heirship to be recorded in the Office of Clerk of the County Commission in Tyler County West Virginia, said land being identified for tax purposes as <u>Tax Map 14 Parcels 19. 22 and Tax Map 15. Parcel 8</u> on this date, and stipulated to contain, for the purpose of calculating payments, <u>One Hundred Ten and 60/100 (110.60)</u> 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.

WITNESS: Barbara Pane Printed Name: BARBARA PANE	Printed Name: Richard J. Hitchcock Address: 3023 S Atlantic Ave Daytona Beach, Florida 32118
WITNESS:	
Printed Name gean erro Mitzel	Printed Name: Address:

WITNESS:	NOBLE ENERGY, INC. NOBLE ENERGY, INC. Office of Oil and Gas MARK A. ACREE, Attorney-In-Fact. M. North P.P. 2.0, 2015
Printed Name:	MARK A. ACREE, Attorney-In-Fact & FOT APR 3 0 2015
	WV Department of

INDIVIDUAL ACKNOWLEDGMENT STATE OF ____ day of <u>Trues</u> MY COMMISSION EXPIRES: BAFBARA J. MEEGAN Commission # EE 135426 Explicis Johnsey 29, 2016 bused fire fort an increase no tel 1019 Printed Name Notary Public CORPORATE ACKNOWLEDGMENT COMMONWEALTH OF PENNSYLVANIA COUNTY OF WASHINGTON 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: Thomas C. Burchett II. Nothing Public COMMONWEALTH OF PENNSYLVANIA NOTARIAL SEAL Thomas C. Burchet II, Notary Public Canten Twp., Washington County My Cemmission Expires March 14, 2018 MEMBER, PENESTLYARIA ASSOCIATION OF NOTARIES

PREPARED BY / UPON RECORDATION, RETURN TO: Land Department
NOBLE ENERGY, INC.
333 Technology Drive, Suite 116
Canonsburg, PA 15317

RECEIVED Office of Oil and Gas

APR 3 0 2015

This MEMORANDUM OF LEASE, dated this 14th day of January, 2015, is utilized to indicate the existence of a PAID-UP Oil and Gas Lease (hereinafter, "Lease") of even date herewith, by and between Mark C. McConnell and Tammy McConnell, hushand and wife whose address is 2000 S. Apache Rd., Lot 230. Buckeye, AZ 85326-9116., (hereinafter, "Lessor" whether one or more), and NOBLE ENERGY, INC., a Delaware corporation, whose address is at 333 Technology Drive, Suite 116, 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. <u>DESCRIPTION / LEASED PREMISES</u>: All those certain tracts of land situate in the District of <u>Meade</u>. County of <u>Tyler</u>. State of West Virginia, generally bounded now or formerly as follows:

	MP14-19 & 14-22	MP 15-8	
On the North by:	Norma S. Williams	Hattie Jones	
On the East by:	Ritchie County	Ritchie County	
On the South by:	Ritchie County	Billy J. Cox	_
On the West by:	Donald F. Williams, et. al	Terry and Elden Markle	

and being the same land acquired by Lessor by virtue of instrument recorded in the Office of Clerk of the County Commission in AH Book 433, Page 578, said land being identified for tax purposes as Tax Map 14 Parcels 19, 22 and Tax Map 15, Parcel 8 on this date, and stipulated to contain, for the purpose of calculating payments, One hundred, ten and 6/10 (110.6) 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.

WITNESS:	LESSOR
	Printed Name: Mark C. McConnell
Printed Name:	Address: 2000 S. Apache Rd., Lot 230
WITNESS:	Buckeye, AZ 85326-9116
	Printed Name: Tammy McConnell
Printed Name	Printed Nuffie: <u>Tammy McConnell</u> Address: <u>2000 S. Apache Rd., Lot 230</u> <u>Buckeye, AZ 85326-9116</u>

WITNESS:	NOBLE ENERGY, INC.	RECEIVED Office of Oil and Gas
Printed Name:	By: By: MARK A. ACREE, Attorney-In	-Fact APR 80 2015
		Environmental Protection

NOBLE PAID UP - WV - 2013.07.31

PAGE I

07/03/2015

The foregoing instrument was acknowledged before me, this 23 rd day of 2015, by Mark C. McConnell and Tammy McConnell, husband and wife. MY COMMISSION EXPIRES: Nov, DS 2016 CITALY GASTELIUM MORALES Notary Public State of Arizona Maricopa County My Comm Expires November 4.2018 COMMONWEALTH OF PENNSYLVANIA & COUNTY OF WASHINGTON & 20_, 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:

Notary Public

INDIVIDUAL ACKNOWLEDGMENT

PREPARED BY / UPON RECORDATION, RETURN TO: Land Department NOBLE ENERGY, Inc. 333 Technology Drive, Suite 116 Canonsburg, PA 15317

NOBLE PAID UP - WV - 2013.07.31

RECEIVED
Office of Oil and Gas

APR 3 0 2015

WV Departmen 03/2015 Environmental Protection

This MEMORANDUM OF LEASE, dated this day of, 20, is utilized to indicate the existence of a PAID-UP OIL AND GAS LEASE (hereinafter, "Lease") of even date herewith, by and between William Charles Dickerson, single whose address is 6611 Kenilworth Ave., Ste 403, Riverdale, MD 20737-1300, (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. <u>DESCRIPTION / LEASED PREMISES</u> : All those certain tracts of land situate in the District of Meade , County of <u>Tyler</u> , State of West Virginia,		
generally bounded now or formerly as follows:		
On the North by: Norma S. Williams		
On the East by: Ritchie County		
On the South by: Ritchie County On the West by: Donald R. Williams et al.		
On the West by: Donald R. Williams, et al		
being the same land acquired by Lessor by virtue of Will of Eva Dickerson recorded in the office of Clerk of the County Commission in Prince George's County, Georgia, said land being identified for tax purposes as Tax Map 14 parcel 19 on this date, and stipulated to contain for the purpose of calculating all payments required hereunder Fourty Six and 34/100 (46.34) acres, more or less, hereinafter, "Leased Premises." The Leased Premises shall be deemed to include all accreted or submerged lands contiguous to the Leased Premises claimed or owned by Lessor as well as all strips or parcels of land or interests therein now owned or hereafter acquired by Lessor which adjoin the lands described above.		
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.		
WITNESS: LESSOR Printed Nameral III and Charles Didan		
Printed Name: Address: CK B, NKrow rt. Phony of The CEIVED Office of Oil and Gas		
APR 3 0 2015		

APK 3 0 2015

WITNESS:	
Printed Name	Address:
WITNESS:	
	Printed Name:
Printed Name:	Address:
WITNESS:	·
Printed Name:	Address:
WITNESS:	LESSEE
	NOBLE ENERGY, INC.
D IV	Ву:
Printed Name:	By: MARK A. ACREE, Attorney-In-Fact

RECEIVED
Office of Oil and Gas

APR 3 0 2015

INDIVIDUAL ACKNOWLEDGMENT

COMMONWEALTH/STATE OF MOTULE	md_s		
COUNTY OF DYING CHEOVORS	\$		
The foregoing instrument was acknowled , 2015, by D(1	doed before me this 13	day of <u>f</u> eb	
My Commission expires: LEAH SANDERS NOTARY PUBLIC STATE OF MARYLAN My Commission Expires January 27, 2015		suf sanders	
INDIVIDUAL AC	KNOWLEDGMENT		
COMMONWEALTH/STATE OF	Ş		
The foregoing instrument was acknowle	edged before me this	day of	
My Commission expires:			
(Seal)	Printed Name:Notary Public		
INDIVIDUAL AC	CKNOWLEDGMENT		
COMMONWEALTH/STATE OF	S	6	
The foregoing instrument was acknowledged, by, 20, by	edged before me this	day or	
My Commission expires:			
(Seal)	Printed Name: Notary Public		
INDIVIDUAL AC	CKNOWLEDGMENT		
COMMONWEALTH/STATE OF	<u>_</u> ş		
COUNTY OF			
The foregoing instrument was acknow, 20, by	ledged before me this	day of 	
My Commission expires:			
(Seal)	Printed Name:Notary Public	Office of Oil and G	as

APR 3 0 2015

This MEMORANDUM OF LEASE, utilized to indicate the existence of a PAID-UP Oil. AND GAS LEASE (hereinafter, "Lease") effective this 14th day of January. 2015, by and between Robert E. Appair and Mary Ann Appair, husband and wife whose address is 2945 Rt. 96. Waterloo, NY 13165, (hereinafter, "Lessor" whether one or more), and NOBLE ENERGY, INC., a Delaware corporation, whose address is at 333 Technology Drive, Suite 116. 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. <u>DESCRIPTION/LEASED PREMISES:</u> All those certain tracts of land situate in the District of <u>Mende.</u> County of <u>Tyler.</u>
 State of West Virginia, generally bounded now or formerly as follows:

On the North by:	Basil Morris Heirs
On the East by:	Ritchie County
On the South by:	Ritchie County
On the West by:	Frank Stephen Grass
and being the same I	and acquired by Lessor by virtue of Affidavit of Heirship to be recorded in the Office of Clerk of the County

Commission, said land being identified for tax purposes as Tax Man 14 Parcel 22 on this date, and stipulated to contain, for the purpose of calculating payments, Thirty One and 76/100 (31.76) 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.

WITNESS:	LESSOR E. CORNOL
Printed Name:	Printed Name: Robert E. Apend Address: 2945 Rt. 96, Waterloo, NY 13165
WITNESS:	May An apgar
Printed Name_List_m. Kester	Printed Name: Mary Ann Apgar U Address: 2945 Rt. 96, Waterloo, NY 13165

WITNESS:	NOBLE ENERGY, INC.	
		RECEWED
	Ву:	Office of Oil and Gas
Printed Name:	MARK A. ACREE, Attorney-In-Fact	A A
		APR: 3:0 2015

, , , n	NDIVIDUAL ACKNOWLEDGMENT	
STATE OF NEW YORK COUNTY OF SCIENCE	§	- 1
The foregoing instrument was acknow, 2015, by Robert E. Apgar and Man	owledged before me, this	day of terricary
My Commission Expires: $5/3/6$	Linen	1. Keske
	Printed Name 1150 / Notary Public	on Keshel
	CORPORATE ACKNOWLEDGMENT	LISA M KESHEL Notary Public - State of New York N. 01 KE6221474 Qualified in Seneca County My commission Expires May 03, 20
COMMONWEALTH OF PENNSYLVANIA COUNTY OF WASHINGTON	\$ §	
On this day of appeared MARK A. ACREE, as Attorney-in-F to be the person whose name is subscribed to purposes therein contained and on behalf of s	o the within instrument, and acknowledged	are corporation, personally known to me
In witness thereof, I hereunto set m	y hand and affixed my official seal.	
MY COMMISSION EXPIRES:		
	Notary Public	

PREPARED BY / UPON RECORDATION, RETURN TO: Land Department NOBLE ENERGY, INC. 333 Technology Drive, Suite 116 Canonsburg, PA 15317

PAGE 2

This MEMORANDUM OF LEASE, dated this 14th day of lanuary, 2015, is utilized to indicate the existence of a PAID-UP OIL AND GAS LEASE (hereinafter, "Lease") of even date herewith, by and between Steven Harold Morris. a single man whose address is 121 Park Blvd. New Smyrna Beach, Florida 32168, (hereinafter, "Lessor" whether one or more), and NOBLE ENERGY, INC., a Delaware corporation, whose address is at 333 Technology Drive, Suite 116, 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. <u>Description / Leased Premises</u>: All those certain tracts of land situate in the District of <u>Meade</u>. County of <u>Tyler</u>. State of West Virginia, generally bounded now or formerly as follows:

and being the same land acquired by Lessor by virtue of Affidavit of Death and Heirship to be recorded in the Office of Clerk of the County Commission in Tyler County West Virginia, said land being identified for tax purposes as Tax Map 14 Parcels 19, 22 and Tax Map 15, Parcel 8 on this date, and stipulated to contain, for the purpose of calculating payments, One Hundred Ten and

MP 15-8

Hattie Jones;

Billy J. Cox;

Ritchie County:

Terry & Eldon Markle;

WV Department of Environmental Protection

07/03/2015

MP 14-19 & 14-22

Basil Morris heirs;

Ritchie County;

Ritchie County;

Donald E. Williams, et. al;

On the North by:

On the East by:

On the South by:

On the West by:

NOBLE PAID UP - WV - 2013.07.31

60/100 (110.60) acres, more or less ("Leased Premises").		
This Memorandum of Lease has been executed for the shall not be considered in any way a modification or alteration of	ne purpose of providing notice of the existence of the f the Lease.	Lease and
WITNESS: Printed Name: Rence K Haves WITNESS:	Printed Name: Steven Harold Morris Address: 121 Park Blvd. New Smyrna Beach, Florids	132168
Printed Name To mas Life man	Printed Name:Address:	
WITNESS:	NOBLE ENERGY, INC. Offic	RECEIVED:
Printed Name:	MARK A. ACREE, Altorney-In-Fact	APR 3 0 2015

INDIVIDUAL ACKNOWLEDGMENT

STATE OF		§		
The foregoing Steven Harold Morris, a		vledged before me, th	isday of	, 2015, by
MY COMMISSION EXPIRE	es:			
		Printed Notary P	Vame ublic	
	C	ORPORATE ACKNO	DWLEDGMENT	
COMMONWEALTH O COUNTY OF WASHIN		§ §		
On this appeared MARK A. ACR to be the person whose purposes therein contain	name is subscribed to t	he within instrument,	2015, before me, the undersigne GY, INC., a Delaware corporation, pe, and acknowledged to me that he executed to the control of the control o	d officer, personally rsonally known to me auted the same for the
In witness the	eof, I hereunto set my l	and and affixed my o	official seal.	
MY COMMISSION EXPIRE	s:			
			Notary Public	

PREPARED BY / UPON RECORDATION, RETURN TO: Land Department NOBLE ENERGY, INC. 333 Tectinology Drive, Suite 116 Canonsburg, PA 15317

NOBLE PAID UP - WV - 2013.07.31

RECEIVED
Office of Gil and Gas

APR 3 0 2015

WV Department of 7/03/2015 Environmental Protection

This MEMORANDUM OF LEASE, dated this 14th day of January, 2015, is utilized to indicate the existence of a PAID-UP OIL AND GAS LEASE (hereinafter, "Lease") of even date herewith, by and between Mark A. Morris, a married man dealing in his sole and separate property whose address is 116 Park Blvd. New Smyrna Beach, Florida 32168, (hereinafter, "Lessor" whether one or more), and NOBLE ENERGY, INC., a Delaware corporation, whose address is at 333 Technology Drive, Suite 116, Canonsburg, Pennsylvania 15317, (hereinafter, "Lessor").

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. <u>DESCRIPTION / LEASED PREMISES</u>: All those certain tracts of land situate in the District of <u>Mende</u>, County of <u>Tyler</u>, State of West Virginia, generally bounded now or formerly as follows:

MP 14-19 & 14-22

Basil Morris heirs;

Ritchie County:

Ritchie County;

Donald E. Williams, et. al;

On the North by:

On the East by:

On the South by:

On the West by:

MP 15-8

Ritchie County:

Terry & Eldon Markle:

Hattie Jones;

Billy J. Cox;

the County Commission in Tyler County West Virginia, said lan and Tax Map 15, Parcel 8 on this date, and stipulated to contain 60/100 (110.60) acres, more or less ("Leased Premises").	it of Death and Heirship to be recorded in the Office of Clerk of d being identified for tax purposes as Tax Map 14 Parcels 19, 22, for the purpose of calculating payments, One Hundred Ten and
This Memorandum of Lease has been executed for the shall not be considered in any way a modification or alteration of	e purpose of providing notice of the existence of the Lease and the Lease.
	LESSOR
WITNESS:	4
1/2-	~ 14~~~
	Printed Name: Mark A. Morris
Printed Name: Pataicia A Scott	Address: 116 Park Blvd, New Smyrna Beach, Florida 32168
WITNESS:	
$A \cdot A \cdot$	
Ulu Tible	Printed Name:
Printed Name 1ecci (USL	Address:
	••••

NOBLE ENERGY, INC.

MARK A. ACREE, Attorney-In-Fact

WITNESS:

Printed Name:

Notary Public

PREPARED BY / UPON RECORDATION, RETURN TO: Land Department NOBLE ENERGY, INC. 333 Technology Drive, Suite 116 Canonsburg, PA 15317

RECEIVED
Office of Oil and Gas

NOBLE PAID UP-WV-2013.07.31

MY COMMISSION EXPIRES:

APR 3 0 2015

WV Department of Environmental Protection

07/03/2015

This MEMORANDUM OF LEASE, dated this 14th day of January, 2015, is utilized to indicate the existence of a PAID-UP OIL AND GAS LEASE (hereinafter, "Lease") of even date herewith, by and between Joel Robert Morris, a married man dealing in his sole and separate property whose address is 2259 Swoope Dr. New Smyrna Beach, Florida 32168, (hereinafter, "Lessor" whether one or more), and NOBLE ENERGY, INC., a Delaware corporation, whose address is at 333 Technology Drive, Suite 116, 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:

- PRIMARY TERM: The primary term of the Lease is for a period of five (5) years commencing on the date immediately PRIMARY 1884: The primary term of the Lease is to a period to the (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.
- DESCRIPTION / LEASED PREMISES: All those certain tracts of land situate in the District of Meade, County of Tyler,
 State of West Virginia, generally bounded now or formerly as follows:

MP 15-8

Ritchie County;

PAGE I

07/03/2015

Hattie Jones;

MP 14-19 & 14-22

Basil Morris heirs;

Ritchie County;

On the North by:

On the East by:

NOBLE PAID UP - WV - 2013.07.31

		takene County,	
On the South by:	Ritchie County:	Billy J. Cox;	
On the West by:	Donald E. Williams, et. al;	Terry & Eldon M	farkle;
and Tax Map 15, Pa	tion in Tyler County West Virginia, said	fidavit of Death and Heirship to be record I land being identified for tax purposes as stain, for the purpose of calculating paym	ed in the Office of Clerk of
This Mems shall not be considered	orandum of Lease has been executed for ed in any way a modification or alteration	or the purpose of providing notice of the on of the Lease.	existence of the Lease and
WITNESS: Printed Name: PA	Trucia A Scott	Printed Name: Ibel Robert Morris Address: 2259 Swoope Dr. New Sm	oyrna Beach, Florida 32168
WITNESS:			
Oin 7 Printed Name 7	ful erri Lug	Printed Name:Address:	
			RECEIVED Office of Oil and Gas
WITNESS:		Noble Energy, Inc.	APR 3 0 2015
Printed Name:		By: Mark A. Acree, Attorney	

INDIVIDUAL ACKNOWLEDGMENT

STATE OF Florida COUNTY OF Votasia	_ § _ §
The foregoing instrument was acknow Joel Robert Morris, a married man dealing in his	viedged before me, this 231d day of fanuary 2015, b
MY COMMISSION EXPIRES: 12-26-2017	·
PATRICIA A. SCOTT Commission # FF 068648 Epitra December 26, 2017 Expeditive for Pair Insurance in 3.333-7019	Printed Name PARTICIA & Scott
C	DRPORATE ACKNOWLEDGMENT
COMMONWEALTH OF PENNSYLVANIA	§
COUNTY OF WASHINGTON	§
anneared MARK A. ACREE, as Attorney-in-Fac	2015, before me, the undersigned officer, personal t for NOBLE ENERGY, INC., a Delaware corporation, personally known to n the within instrument, and acknowledged to me that he executed the same for the d corporation.
In witness thereof, I hereunto set my	hand and affixed my official seal.

Notary Public

PREPARED BY / UPON RECORDATION, RETURN TO: Land Department NOBLE ENERGY, INC. 333 Technology Drive, Suite 116 Canonsburg, PA 15317

RECEIVED
Office of Oil and Gas

NOBLE PAID UP - WV - 2013.07.31

MY COMMISSION EXPIRES:

APR 3.0 2015

This MEMORANDUM OF LEASE, dated this 14th day of January, 2015, is utilized to indicate the existence of a PAID-UP OIL AND GAS LEASE (hereinafter, "Lease") of even date herewith, by and between Julia Arleno Morris, a single woman whose address is 116 Park Blvd, New Smyrna Beach, Florida 32168, (hereinafter, "Lessor" whether one or more), and NOBLE ENERGY, INC., a Delaware corporation, whose address is at 333 Technology Drive, Suite 116, Canonsburg, Pennsylvania 15317, (hereinafter, "Lessoe").

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.
- DESCRIPTION / LEASED PREMISES: All those certain tracts of land situate in the District of Meade, County of Tyler,
 State of West Virginia, generally bounded now or formerly as follows:

MP 15-8

Ritchie County;

Hattie Jones:

Billy J. Cox; Terry & Eldon Markle;

MP 14-19 & 14-22

Basil Morris heirs;

Ritchie County;

Ritchie County;

Donald E. Williams, et. al;

On the North by:

On the West by:

On the East by: ____
On the South by: ___

the County Commission in Tyler County West Virginia, said lan	rit of Death and Heirship to be recorded in the Office of Clerk of all being identified for tax purposes as Tax Map 14 Parcels 19, 22, for the purpose of calculating payments, One Hundred Ten and
This Memorandum of Lease has been executed for the shall not be considered in any way a modification or alteration of the shall not be considered in any way a modification or alteration of the shall not be considered in any way a modification or alteration of the shall not be considered in any way as modification or alteration of the shall not be considered in any way as modification or alteration of the shall not be considered in any way as modification or alteration of the shall not be considered in any way as modification or alteration of the shall not be considered in any way as modification or alteration of the shall not be considered in any way as modification or alteration of the shall not be considered in the shall not be cons	te purpose of providing notice of the existence of the Lease and f the Lease.
WITNESS: Printed Name_ (9; nl- 14 Vest. WITNESS:	Printed Vime: Julia Arlene Morris Address: 116 Park Blvd: New Smyrna Beach, Florida 32168 360 SR YY
Alex Sand	Printed Name:

WITNESS:	NOBLE ENERGY, INC.	RECEIVED
	Bv:	Office of Oil and Gas
Printed Name:	MARK A. ACREE, Attorn	ey-In-Fact APR 3 0 2015

Address:

IND	IVIDUAL ACKNOWLEDGMENT
STATE OF Florida COUNTY OF Volusia	_
The foregoing instrument was acknowl Julia Arlene Mortis, a single woman.	ledged before me, this <u>13th</u> day of <u>March</u> , 2015, by
MY COMMISSION EXPIRES: 10/17/2015	
GINA M. NESTA NOTARY PUBLIC STATE OF FLORIDA Comm# FF165510 Expires 10/17/2019	Printed Name Gin M Dester
coi	RPORATE ACKNOWLEDGMENT
COMMONWEALTH OF PENNSYLVANIA COUNTY OF WASHINGTON	§ §
On this day of	, 2015, before me, the undersigned officer, personally for NOBLE ENERGY, INC., a Delaware corporation, personally known to me e within instrument, and acknowledged to me that he executed the same for the corporation.
In witness thereof, I hereunto set my ha	nd and affixed my official seal.
MY COMMISSION EXPIRES:	

Notary Public

PREPARED BY / UPON RECORDATION. RETURN TO: Land Department NOBLE EMERCY, INC. 333 Technology Drive, Suite 116 Canonsburg, PA 15317

RECEIVED
Office of Oil and Gas

NOBLE PAID UP - WV - 2013.07.31

APR **3 0** 2015

This MEMORANDUM OF LEASE, utilized to indicate the existence of a PAID-UP Oil and Gas Lease (hereinafter, "Lease") effective this 15th day of October, 2013, by and between Jenise Hartie, single whose address is 2821 S. Niagra Circle, Grand Junction, CO 81501, (hereinafter, "Lessor" whether one or more), and NOBLE ENERGY, INC., a Delaware corporation, whose address is at 333 Technology Drive, Suite 116, 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:

- 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.
- Description / Leased Premises: All those certain tracts of land situate in the District of Meade, County of Tyler,
 State of West Virginia, generally bounded now or formerly as follows:

On the North by:	Norma S. Williams	
On the East by:	Ritchie County	
On the South by:	Ritchie County	
On the West by:	Donald F. Williams, et. al	
-		

and being the same land acquired by Lessor by virtue of Affidavit of Heirship to be recorded in the Office of Clerk of the County Commission, said land being identified for tax purposes as Tax Map 14 Parcel 19 on this date, and stipulated to contain, for the purpose of calculating payments, Fourty Six and 34/100 (46.34) 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.

WITNESS: Sudskillment Printed Name: Lindam Clement	Jesise Hartje Printed Name: Jenise Hartje
Printed Name: Lindam Clement	Address: 2821 S. Niagra Circle, Grand Junction, CO 8150
WITNESS:	
	Printed Name:
Printed Name	Address:

NOBLE ENERGY, INC. WITNESS: RECLIVED MARK A. ACREE, Attorney-In-Fact Printed Name: Office of Oil and Gas

APR 3 0 2015

PREPARED BY / UPON RECORDATION, RETURN TO: Land Department NOBLE EXERCY, INC. 333 Technology Drive, Suite 116 Canonsburg, PA 15317

RECEIVED
Office of Oil and Gas

PAGE 2

APR 3 0 2015

This MEMORANDUM OF LEASE, dated this 25th day of October, 2013, is utilized to indicate the existence of a PAID-UP OIL AND GAS LEASE (hereinafter, "Lease") of even date herewith by and between Brenda S. Bogos, single whose address is 5328 Flagfish Ct. Waldorf, MD 20603, (hereinafter, "Lessor" whether one or more), and NOBLE ENERGY, INC., a Delaware corporation, whose address is at 333 Technology Drive, Suite 116, 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:

- 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

On the North by:	Norma S. Williams;	
On the East by:	Ritchie County;	
On the South by:	Ritchie County;	
On the West by:	Donald E. Williams;	
("Leased Premises"). This Memo		rulating payments, <u>Forty Six and 34/100</u> (46.3400) acres, more or less and for the purpose of providing notice of the existence of the Lease and ration of the Lease.
WITNESS: Printed Nagred WITNESS:	ally Abands	Printed Name: Brenda S. Boggs Address: \$328 Flagfish Ct. Waldorf, MD 20603 240 210-4366
Printed Name		Printed Name: Address:

RECEIVED WITNESS: NOBLE-ENERGY, INC. Office of Oil and Gas MARK A. ACREE, Attorney-In-Fact Printed Name: APR 3 0 2015

INDIVIDUAL ACKNOWLEDGMENT STATE OF COUNTY OF The foregoing instrument was acknowledged before me, this Brenda S. Boggs, single. BILLY JONATHAN C. ABANDO NOTARY PUBLIC MY COMMISSION EXPIRES: CHARLES COUNTY MARYLAND MY COMMISSION EXPIRES 08/25/2016 CORPORATE ACKNOWLEDGMENT COMMONWEALTH OF PENNSYLVANIA COUNTY OF WASHINGTON 2014 On this 1644 day of 1611 CON 2013, 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.

COMMONWEALTH OF PENNSYLVANIA

NOTARIAL SEAL KARLY JANE NANZ Notary Public PITTSBURGH CITY, ALLEGHENY COUNTY My Commission Expires Feb 17, 2017

PREPARED BY / UPON RECORDATION, RETURN TQ: Land Department NOBLE ENERGY, INC. 333 Technology Drive, Suite 116 Canonsburg, PA 15317

NOBLE PAID UP - WV - 2013.07.31

MY COMMISSION EXPIRES:

RECEIVED

Office of Oil and Gas

APR 3 0 2015

This MEMORANDUM OF LEASE, dated this 12th day of November, 2013, is utilized to indicate the existence of a PAID-UP OIL AND GAS LEASE (hereinafter, "Lease") of even date herewith, by and between Nancy Douglas and George Douglas, wife and husband whose address is 945 Minota Avenue Akron, Ohio 44306, (hereinafter, "Lessor" whether one or more), and NOBLE ENERGY, INC., a Delaware corporation, whose address is at 333 Technology Drive, Suite 116, 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.
- DESCRIPTION/LEASED PREMISES: All those certain tracts of land situate in the District of Meade. County of Tyler.
 State of West Virginia, generally bounded now or formerly as follows:

On the West by: Donald E. Williams;		
and being the same land acquired by Lessor by virtue of Affidav the County Commission in Tyler County West Virginia, said landate, and stipulated to contain, for the purpose of calculating ("Leased Premises").	it of Death and Heirship to be recorded in the Office of Clerk of and being identified for tax purposes as TM 14, Parcel 19 on this payments, Forty Six and 34/100 (46,3400) acres, more or less	
This Memorandum of Lease has been executed for the shall not be considered in any way a modification or alteration of	e purpose of providing notice of the existence of the Lease and the Lease.	
WITNESS: WITNESS: WITNESS: Printed Name Feile Korrer Printed Name Feile Korrer	Printed Namer Marier Douglas Address: 945 Minota Avenue Akron, Ohio 44306 330-472-6690 Printed Name: George Douglas Address: 945 Minota Avenue Akron, Ohio 44306 330-472-6690	
	RECEIV	'ED

NOBLE ENERGY, INC.

MARK A. ACREE, Attorney-In-Fact

WITNESS:

Printed Name:

On the North by:

On the South by:

On the East by:

Norma S. Williams;

Ritchie County;

Ritchie County;

Office of Oil and Gas

APR 3 0 2015

INDIVIDUAL ACKNOWLEDGMENT
STATE OF Olio COUNTY OF Sunan +
The foregoing instrument was acknowledged before me, this! day of
MY COMMISSION EXPIRES:
Sheila K. Rorrer, Notary Public Resklence - Summit County State Wide Juriscilction, Ohio My Commission Expires July 24, 281242 Printed Name Notary Public
CORPORATE ACKNOWLEDGMENT
COMMONWEALTH OF PENNSYLVANIA § COUNTY OF WASHINGTON §
On thisday of, 2013, 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 scal.
MY COMMISSION EXPIRES:
Notary Public

PREPARED BY / UPON RECORDATION. RETURN TO: Land Department NOBLE ENERGY, INC. 333 Technology Drive, Suite 116 Canonsburg, PA 15317

NOSLE PAID UP - WV - 2013.07.31

RECEIVED
Office of Oil and Gas

APR 3 0 2015

This MEMORANDUM OF LEASE, dated this 12th day of November, 2013, is utilized to indicate the existence of a PAID-UP OIL AND GAS LEASE (hereinafter, "Lease") of even date herewith, by and between Stephen D. Blinn and Jo E. Blinn, husbend and wife whose address is 292 Transit Drive Tellmadge, Ohio 44278, (hereinafter, "Lessor" whether one or more), and NOBLE ENERGY, INC., a Delaware corporation, whose address is at 333 Technology Drive, Suite 116, Canonsburg, Pennsylvania 15317, (hereinafter, "Lessoe").

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. <u>DESCRIPTION / LEASED PREMISES</u>: All those certain tracts of land situate in the District of <u>Meade</u>, County of <u>Tyler</u>, State of West Virginia, generally bounded now or formerly as follows:

On the East by: On the South by:	Norma S. Williams; Ritchie County;	
On the South by:		
	Ritchie County:	
On the West by:	Donald E. Williams;	
the County Commission date, and stipulated to ("Leased Premises"). This Memora	n in Tyler County West Virginia, said land bein contain, for the purpose of calculating paymen	eath and Heirship to be recorded in the Office of Clerk of glidentified for tax purposes as TM 14. Parcel 19 on this its, Forty Six and 34/100 (46.3400) acres, more or less use of providing notice of the existence of the Lease and ase.
WITNESS:	LESS	tephen D. Blenn / O.B.
Printed Name:	Addre	d Name: Stephen D. Blinn Sess: 292 Transit Drive Tallmadge, Ohio 44278 33-5639
Printed Name	Addre	O E. Blinn d Name: <u>Io E. Blinn</u> sss: 292 Transit Drive Tallmadge, Ohio 44278 33-5639

Printed Name: _______ NOBLE ENERGY, INC. RECEIVED

By: ________ Office of Oil and Gas

APR 3 0 2015

WV Department of

Environmental Protection

INDIVIDUAL ACKNOWLEDGMENT
THATE OF OHIO
Printed Name MARY V KNOTTS Notary Public COM DXP 2115/2016
CORPORATE ACKNOWLEDGMENT
COMMONWEALTH OF PENNSYLVANIA § COUNTY OF WASHINGTON §
On this day of, 2013, 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:
Notary Public

PREPARED BY / UPON RECORDATION, RETURN TO: Land Department NOBLE EXERCY, Inc. 333 Technology Drive, Suite 116 Canonsburg, PA 15317

Office of Oil and Gas PAGE 2

APR **30** 2015

RECEIVED

WV Department of Environmental Protections/2015

NOBLE PAID UP - WV - 2013.07.31



This MEMORANDUM OF LEASE, utilized to indicate the existence of a PAID-UP Oil AND GAS LEASE (hereinafter, "Lease") effective this 1st day of September, 2014, by and between G. Douglas Davidson and Iodi L. Davidson, husband and wife whose address is 2689 Willow Glen Rd. Hilliard, OH 43026, (hereinafter, "Lessor" whether one or more), and NOBLE ENERGY, INC., a Delaware corporation, whose address is at 333 Technology Drive, Suite 116, Canonsburg, Pennsylvania

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. <u>DESCRIPTION / LEASED PREMISES</u>: All those certain tracts of land situate in the District of <u>Meads</u>. County of <u>Tyler</u>. State of West Virginia, generally bounded now or formerly as follows:

State of West Virgin	a, generally bounded now or formerly as	follows:
On the North by:	Norma Williams	
On the East by:	Ritchie County	
On the South by:	Ritchie County	
On the West by:	Donald E. Williams	
		nation County Ohio Case Number 20081019 to be recorded in the entified for tax purposes as Tax Map 14 Parcel 19 on this date, and ts, Fourty Six and 34/100 (46.34) acres, more or less ("Leased")
This Memo shall not be considered	randum of Lease has been executed for din any way a modification or alteration	the purpose of providing notice of the existence of the Lease and of the Lease.
WITNESS:	•	LESSOR (
Printed Name:	Ba Deit	Printed Name: G. Douglas Davidson Address: 2689 Willow Gen Rd. Hilliard, OH 43026
WITNESS:	0	Hilliard, OH 43026
God Bre		
Printed Name_Jero	d Brennen	Printed Name: Ind Saviston Address: 2689 Willow Glen Rd. Hilliard, OH 43026

WITNESS:	NOBLE ENERGY, INC.
•	
	By: Menkeller RECEIVED
Printed Name:	MARK A. ACREE, Attorney-In-Fact AZ AFOFFICE of Oil and Gas
	//E and das

APR 30 2015

INDIVIDUAL ACKNOWLEDGMENT

STATE OF OHID COUNTY OF PRANKLIN	
The foregoing instrument was acknowledged before me, this , 2014, by G. Douglas Davidson and Jodi L. Davidson, husba	23rd day of September
Printed Nam Notary Pub	ic
COMMONWEALTH OF PENNSYLVANIA 6 COUNTY OF WASHINGTON 6	
On this day of day of der appeared MARK A. ACREE, as Attorney-in-Fact for NOBLE ENERGY to be the person whose name is subscribed to the within instrument, an purposes therein contained and on behalf of said corporation.	14 2015, before me, the undersigned officer, personally, INC., a Delaware corporation, personally known to me d acknowledged to me that he executed the same for the
In witness thereof, I hereunto set my hand and affixed my office	rial seal.
MY COMMISSION EXPIRES:	Chomas C. Buschett IT
PREPARED BY / UPON RECORDATION, RETURN TO: Land Department NOBLE ENERGY, INC. 333 Technology Drive, Suite 116 Canonsburg, PA 15317	COMMONWEALTH OF PENNSYLVANIA NOTARIAL SEAL Thomas C. Burchett II. Notary Public Canton Twp., Washington County My Commission Expires fiatch 14, 2018 MEMBER, PENNSYLVARIA ASSOCIATION OF NOTARIES

RECEIVED Office of Oil and Gas

APR 3 0 2015

WV Department of Protection



This MEMORANDUM OF LEASE, dated this 7th day of October, 2014, is utilized to indicate the existence of a PAID-UP OIL AND GAS LEASE (hereinaster, "Lease") of even date herewith, by and between Michael R. Durett and Mary Kate Durett, husband and wife, whose address is 4194 King Richard Court Sarasota, Florida 34232, (hereinaster, "Lessor" whether one or more), and NOBLE ENERGY, INC., a Delaware corporation, whose address is at 333 Technology Drive, Suite 116. 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:

- 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.
- DESCRIPTION / LEASED PREMISES: All those certain tracts of land situate in the District of Meade. County of Tyler, State of West Virginia, generally bounded now or formerly as follows:

On the East by:	Ritchie County;	
On the South by:	Ritchie County:	
On the West by:	Donald E. Williams;	
the County Commission date, and stipulated to co ("Leased Premises").	in Tyler County West Virginia, said lac ontain, for the purpose of calculating p	it of Death and Heirship to be recorded in the Office of Clerk and being identified for tax purposes as TM 14, Parcel 19 on the payments, Forty Six and 34/100 (46,3400) acres, more or least the six and 34/100 (46,3400) acres.
This Memorane shall not be considered in	dum of Lease has been executed for the any way a modification or alteration of	e purpose of providing notice of the existence of the Lease as the Lease.
WITNESS: Printed Name: WITNESS: Printed Name Paul	Brancian Surland	Printed Name: Michael R. Driett Address: 4194 King Richard Court Sarasota, Florida 34232 What Latt Durett Address: 4794 King Richard Court Sarasota, Florida 34232

WITNESS:	NOBLE ENERGY, INC.		RECEIV	ED
	By: Mullellu	Offi	ce of Oil	and Gas
Printed Name:	MARK A. ACREE, Attorney-In-Fact	A Da	APR 30	

WV Department of Environmental Protection

On the North by:

Norma S. Williams;

INDIVIDUAL ACKNOWLEDGMENT
STATE OF Florita § COUNTY OF Samestra §
The foregoing instrument was acknowledged before me, this
My Commission Expires:
Brandon Surfine State of Florida State of Florida MY COMMISSION # EE 841787 Expires: October 8, 2016 Printed Name Notary Public
CORPORATE ACKNOWLEDGMENT
COMMONWEALTH OF PENNSYLVANIA § COUNTY OF WASHINGTON §
On this 15 day of DECEMBER 2014, before me, the undersigned officer, personally appeared MARK A. ACREE, as Attomey-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: Thomas C. Burchett II Notary Public Notary Public
Canton Twp., Washington County My Commission Expires March 14, 2018 ÆEBER, PENNSYLVARIA ASSOCIATION OF HOYARIES

PREPARED BY / UPON RECORDATION, RETURN TO: Land Department NOBLE ENERGY, Inc. 333 Technology Drive, Suite 116 Canonsburg, PA 15317

NOBLE PAID UP - WV - 2013.07.31

FECEIVED
Office of Oil and Gas

PAGE 2

APR 3 0 2015

WV Department of Environmental Protection

07/03/2015

This MEMORANDUM OF LEASE, utilized to indicate the existence of a PAID-UP OIL AND GAS LEASE (hereinafter. "Lease") effective this 14th day of January, 2015, by and between Robert E. Apgar and Mary Ann Apgar, husband and wife whose address is 117 Cornwell St. Penn Yan, NY 14527, (hereinafter, "Lessor" whether one or more), and NOBLE ENERGY, INC., a Delaware corporation, whose address is at 333 Technology Drive, Suite 116, Canonsburg, Pennsylvania 15317, (hereinafter, "Lessor") (hereinaster, "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:

PRIMARY TERM: The primary term of the Lease is for a period of five (5) years commencing on the date immediately

paying quantities from pursuant to the provi primary term of the L	n the Leased Premises or from lands po-	substances covered by the Lease are capable of boled therewith, or the Lease is otherwise maintain an extension of term contained therein. Lesser or the end of the primary term, thereby continuing	ned or prolonged : may extend the	
2. <u>DESCRIPTIO</u> State of West Virginia	N/LEASED PREMISES: All those certain to, generally bounded now or formerly as	racts of land situate in the District of <u>Mende</u> . Co follows:	aunty of <u>Tyler,</u>	
On the North by:	Norma S. Williams			
On the East by:	Ritchie County			
On the South by:	Ritchie County			
On the West by:	Donald F. Williams, et. al			
Commission, said land purpose of calculating This Memo	d being identified for tax purposes as Ta g payments, Fourty Six and 34/100 (46.3	avit of Heirshin to be recorded in the Office of Cl x Map 14 Parcel 19 on this date, and stipulated of the terminal of the lease of the existence of the existence of the Lease.	o contain, for the	
WITNESS	M Keski Em neshei	Printed Name: Robert E. Apgar Address: 2945 Rt. 96. Waterloo, NY 13165		
WITNESS: SQ Printed Name_L1.	M. Keshel	Printed Nume: Mary Ann Angar Address: 2945 Rt. 96, Waterloo, NY 13165	1	
WITNESS:		NOBLE ENERGY, INC.	RECEIVED	
Printed Name:		MARK A. ACREE, Attorney-In-Fact	Differ of Oil and Ga	S
			7(N. 11)	
			APR 3 0 2015	

WV Department of Environmental Protection

, INDIVIDUAL ACKNOWLEDGMENT
STATE OF New York SCOUNTY OF SCHOOL \$
The foregoing instrument was acknowledged before me, this
COMMONWEALTH OF PENNSYLVANIA \$ COUNTY OF WASHINGTON \$
On this day of, 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:
Notary Public
PREPARED BY /UPON RECORDATION. RETURN TO:

PREPARED BY / UPON RECORDATION. RETURN TO: Land Department NOBLE ENERGY, INC. 333 Technology Drive, Suite 116 Canonsburg, PA 15317

RECEIVED
Office of Oil and Gas

NOBLE PAID UP - WV - 2013.07.01

PAGE 2 APR 3 0 2015

This MEMORANDUM OF LEASE, dated to, 20, is utilized to indicate the existence of "Lease") of even date herewith, by and between vaddress is 6611 Kenilworth Ave., Ste 403, Riverda whether one or more), and NOBLE ENERGY, INC at 1000 Noble Energy Drive, Canonsburg, Pennsylva	a PAID-UP OIL AND GAS LEASE (hereinafter, William Charles Dickerson, single whose the MD 20737-1300, (hereinafter, "Lessor" Compared to the propertion of the properties of
Lessor did LEASE, LET, GRANT, and DEM and/or assigns, the rights to explore, develop, produce products, including methane gas present in or associ described below, subject to the provisions contained following:	, and market oil and/or gas and all constituent ated with any coal seam, from the premises
1. PRIMARY TERM: The primary term of the commencing on the date immediately set forth above, substances covered by the Lease are capable of being Leased Premises or from lands pooled therewith, or the pursuant to the provisions contained in the Lease, includes may extend the primary term of the Lease for the primary term, thereby continuing the term of the term.	and for so long thereafter as oil, gas, or other ing produced in paying quantities from the e Lease is otherwise maintained or prolonged uding an extension of term contained therein. The ran additional five (5) years after the end of
2. <u>DESCRIPTION / LEASED PREMISES</u> : All those of Meade , County of generally bounded now or formerly as follows:	certain tracts of land situate in the District of <u>Tyler</u> , State of West Virginia,
On the North by: Norma S. Williams	
On the East by: Ritchie County	
On the South by: Ritchie County	2 Mry Indual
On the West by: Donald R. Williams, et al	> May was
being the same land acquired by Lessor by virtue of of Clerk of the County Commission in Prince George' for tax purposes as Tax Map 14 parcel 19 on this date calculating all payments required hereunder Fourty Shereinafter, "Leased Premises." The Leased Premises submerged lands contiguous to the Leased Premises strips or parcels of land or interests therein now ow adjoin the lands described above.	s County, Georgia, said land being identified e, and stipulated to contain for the purpose of Six and 34/100 (46.34) acres, more or less, es shall be deemed to include all accreted or s claimed or owned by Lessor as well as all
This Memorandum of Lease has been execute existence of the Lease and shall not be considered in Lease.	
WITNESS:	SSOR A Charles July nted Name (a) ill am / house Diction
Printed Name: Add	dress: 27 Bulkfold (f. RECEIVED Office of Oil and Gas
	APR 3 0 2015

WITNESS:		
	Printed Name:	
Printed Name		
WITNESS:		
	Printed Name:	
Printed Name:	Address:	
WITNESS:	•	
	Printed Name:	
Printed Name:	- * *	
WITNESS:	LESSEE	
	NOBLE ENERGY, INC.	
	By: By: MARK A. ACREE, Altomey-In-Fact	
Printed Name:	MARK A. ACREE, Attorney-In-Fact	g Pro

RECEIVED Office of Oil and Gas

APR 30 2015

INDIVIDUAL ACKNOWLEDGMENT

COMMONWE	ALTH/STATE OF MOYULOY	A—i		
COUNTY OF	prince neorges	§		
The fore	egoing instrument was acknowledge, 2015, by	ged before me this 12 Rrs Licerst	day of feb	
My Commissio		0		
(Scal)	LEAH SANDERS NOTARY PUBLIC STATE OF MARYLAND My Commission Expires Jeruary 27, 2016	Printed-Name: <u>VC2V</u> Notary Public	rolyt 1 sanders	
	INDIVIDUAL ACKI	NOWLEDGMENT		
COMMONWE	ALTH/STATE OF	\$		
COUNTY OF		§		
	egoing instrument was acknowledg			
My Commissio	n expires:			
(Seal)		D IN		
		Printed Name: Notary Public	 	
	INDIVIDUAL ACKI	NOWLEDGMENT		
COMMONWE	ALTH/STATE OF	§		
COUNTY OF		S		
	egoing instrument was acknowledg			
My Commissio	on expires:			
(Seal)			-	
		Printed Name: Notary Public		
	INDIVIDUAL ACKI	NOWLEDGMENT		
COMMONWE	ALTH/STATE OF	§		
COUNTY OF		<u>\$</u>		
The for	egoing instrument was acknowledg	ged before me this	day of	
My Commission	on expires:			
(Seal)		P IN		
		Printed Name: Notary Public	RECEIVED Office of Oil and	
			APR 3 0 2015	5
			WV Departmer Environmental Pro	
MEMORANDUM OF LE.	ASE - NOBLE PAID UP - WV - 2013.07.01		— I I I I I I I I I I I I I I I I I I I	,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,

07/03/2015

This MEMORANDUM OF LEASE, utilized to indicate the existence of a PAID-UP OIL AND GAS LEASE (hereinafter, "Lease") effective this 14th day of October, 2014, by and between Kim Rence Bernardo, single whose address is 1766 Old Timber Dr. Monroe, MI 48161, (hereinaster, "Lessor" whether one or more), and NOBLE ENERGY, INC., a Delaware corporation, whose address is at 333 Technology Drive, Suite 116, Canonsburg, Pennsylvania 15317, (hereinaster, "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.

DESCRIPTION	LEASED PREMISES: All those certain to	acts of land situate in the District of Meade, County of Tyler, State
f West Virginia, gener	ally bounded now or formerly as follow	s:
On the North by:	Norma S. Williams	
On the East by:	Ritchie County	
On the South by:	Ritchie County	
On the West by:	Donald F. Williams, et. al	
nd currently recorded lentified for tax purpos equired hereunder <u>Fou</u> This Memora	in the Probate Court of Allegheny Courts as Tax Map 14 Parcel 19 on this date, rev Six and 34/100 (46,34) acres, more of the Courts and 34/100 (46,34) acres.	purpose of providing notice of the existence of the Lease and shall
WITNESS: Printed Name: WITNESS:	(). Previtt Paula F. Previtt	LESSOR Har Rence Bernardo Printed Name: Kim Rence Bernardo Address: 1766 Old Timber Dr. Manroe, MI 48161
Printed Name		Printed Name: Address:

WITNESS:	NOBLE ENERGY, INC. PHICE OF Oil and Gas
Printed Name:	By: Mullellian APR 8 0 2015

INDIVIDUAL ACKNOWLEDGMENT The foregoing instrument was acknowledged before me, this , 2014, by Kim Rence Bernardo, single. MY COMMISSION EXPIRES: TAMMY MASSINGILL Notary Public, State of Michigan
County of Monroe
My Commission Expires 03-22-2021
Acting in the County of CORPORATE ACKNOWLEDGMENT COMMONWEALTH OF PENNSYLVANIA COUNTY OF WASHINGTON On this 15 day of 1 ANUARY 2014; 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 numbers therein continued and on behalf of mid expressions. purposes therein contained and on behalf of said corporation. In witness thereof, I hereunto set my hand and affixed my official scal. Thomas C. Burchett 1 MY COMMISSION EXPIRES: COMMONWEALTH OF PENNSYLVANIA PREPARED BY/UPON RECORDATION, RETURN 10: Land Department NOBLE ENERGY, INC. 333 Technology Drive, Suite 116 Canonsburg, PA 15317 NOTARIAL SEAL Thomas C. Burchett II, Notary Public
Canton Twp., Washington County
My Commission Excites March 14, 2018
BEWSER, PERNSTLVANIA ASSOCIATION OF NOTARIES

RECEIVED
Office of Oil and Gas

NOBLE PAID UP - WV - 2013.07.01

APR **30** 2015

WV Department of Environmental Protection

07/03/2015

This MEMORANDUM OF LEASE, dated this 14th day of January, 2015, is utilized to indicate the existence of a PAID-UP OIL AND GAS LEASE (hereinafter, "Lease") of even date herewith, by and between Mark C. McConnell and Tammy McConnell, husband and wife whose address is 200 S. Apache Rd., Lot 230, Buckeye, AZ 85326-9116, (hereinafter, "Lessor" whether one or more), and NOBLE ENERGY, INC., a Delaware corporation, whose address is at 333 Technology Drive, Suite 116, Canonsburg, Pennsylvania 15317, (hereinafter, "Lessoe").

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. <u>DESCRIPTION/LEASED PREMISES</u>: All those certain tracts of land situate in the District of <u>Meade</u>, County of <u>Tyler</u>, State of West Virginia, generally bounded now or formerly as follows:

	MP14-19 & 14-22	MP 15-8
On the North by:	Norma S. Williams	Hartie Jones
On the East by:	Ritchie County	Ritchie County
On the South by:	Ritchie County	Billy J. Cox
On the West by:	Donald F. Williams, et. al	Terry and Elden Markle

and being the same land acquired by Lessor by virtue of instrument recorded in the Office of Clerk of the County Commission in AH Book 433, Page 578, said land being identified for tax purposes as Tax Map 14 Parcels 19, 22 and Tax Map 15. Parcel 8 on this date, and stipulated to contain, for the purpose of calculating payments, One hundred, ten and 6/10 (110.6) 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.

WITNESS:	LESSOR
	Printed Name: Mark C. McConnell
Printed Name:	Address: 2000 S. Apache Rd., Lot 230 Buckeye, AZ 85326-9116
WITNESS:	Printed Name: Tammy McConnell
	Printed Name: Tammy McConnell Address; 2000 S. Apache Rd., Lot 230
Printed Name	Buckeye, AZ 85326-9116

		RECEIVED Office of Oil and Gas
WITNESS:	NOBLE ENERGY, INC.	APR: 3:9 , 2015
Printed Name:	By:	WW Department of Environmental Protection

PAGE 1

The foregoing instrument was acknowledged before me, this 23 rd day of 10 VCITU The foregoing instrument was acknowledged before me, this 23 rd day of 10 VCITU The foregoing instrument was acknowledged before me, this 23 rd day of 10 VCITU The foregoing instrument was acknowledged before me, this 23 rd day of 10 VCITU The foreign day of 10 Th

Notary Public

PREPARED BY / UPON RECORDATION, RETURN TO: Land Department NOBLE ENERGY, INC. 333 Technology Drive, Suize 116 Canousburg, PA 15317

RECEIVED
Office of Oil and Gas

APR 3 0 2015

NOBLE PAID UP - WV - 2013.07.31

This MEMORANDUM OF LEASE, dated this 11th day of November, 2014, is utilized to indicate the existence of a PAID-UP OIL AND GAS LEASE (hereinafter, "Lease") of even date herewith, by and between Jeffrey A. Durett, a single man whose address is 1275 Underhill Road East Aurora. New York 14052, (hereinafter, "Lessor" whether one or more), and NOBLE ENERGY, INC., a Delaware corporation, whose address is at 333 Technology Drive, Suite 116, 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:

- PRIMARY TERM: The primary term of the Lease is for a period of five (5) years commencing on the date immediately 1. Framer Lesse: The primary term of the Lease is for a period of tive (3) 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.
- I.

. <u>Description</u> State of West Virgin	ON / LEASED PREMISES: All those certain tria, generally bounded now or formerly as f	acts of land situate in the District of \underline{Meade} , County of \underline{Tyle} follows:
On the North by:	Norma S. Williams;	
On the East by:	Disable Courts	
On the South by: _	01:11:0	
On the West by:	Donald E. Williams;	
he County Commiss ate, and stipulated " <u>Leased Premises</u> "). This Mema	sion in Tyler County West Virginia, said I to contain, for the purpose of calculating contain of Lease has been executed for the	avit of Death and Heirship to be recorded in the Office of Clerk cland being identified for tax purposes as TM 14. Parcel 19 on this g payments, Forty Six and 34/100 (46,3400) acres, more or less the purpose of providing notice of the existence of the Lease an
hall not be consider	ed in any way a modification or alteration	of the Lease.
VITNESS:		LESSOR
		Printed Name: Jeffrey A. Durett
rinted Name:		Address: 1275 Underhill Road East Aurora, New York 14052
VITNESS:		
rinted Name		Printed Name: Address:

WITNESS:	NOBLE ENERGY, INC. By: Manufallure	RECEIVED Office of Oil and Gas
Printed Name:	MARK A. ACREE, Attorney-In-Fact	APR 3 0 2015

INDIVIDUAL ACKNOWLEDGMENT

	STATE OF NEW YORK COUNTY OF Ecie		
	The foregoing instrument was acknowledged befor leffrey A. Durett, a single man.	e me, this <u>24</u>	day or November 2014, by
	My Commission Expires: $3/91/15$		
	•	rinted Name	istal of madinaca
	CORPORATE A COMMONWEALTH OF PENNSYLVANIA § COUNTY OF WASHINGTON §	ACKNOWLEDGMENT	Kristy Lee Wedgwood Notary Public, State of New York Commission No. 01WE6237636 Qualified in Erie County My Commission Expires 3/21/2015
ŧ	On this 15 day of 1APUADU ppeared MARK A. ACREE, as Attorney-in-Fact for NOBLE to be the person whose name is subscribed to the within institutions the person whose name is subscribed to the within institutions.	ENERGY, INC., a Delowar	e corporation, personally known to me
	In witness thereof, I hereunto set my hand and affixe	ed my official scal.	
!	MY COMMISSION EXPIRES:	Themas C Noury Public	Buchett II
1	CONWEALTH OF PENNSYLVANIA NO (AFINAL 56AL Nomas C. Sinci et ill, Notary Public Centra Twin. Washington County Commission Sections March 14, 2018	roomy i mine	

MEYBER, PENNSTLVANIA ASSOCIATION OF NOTARIES

PREPARED BY / UPON RECORDATION, RETURN 10: Land Department NOBLE ENERGY, INC. 333 Technology Drive, Suite 116 Canonsburg, PA 15317

RECEIVED Office of Oil and Gas

NOBLE PAID UP - WV - 2013.07.31

PAGE 2 APR 3 0 2015



This MEMORANDUM OF LEASE, dated this 20th day of <u>January</u>, 2015, is utilized to indicate the existence of a PAID-UP OIL AND GAS LEASE (hereinafter, "<u>Lease</u>") of even date herewith, by and between <u>Richard J. Hitchcock</u>, a married man dealing in his sole and separate property whose address is 2023 S Atlantic Ave Daviona Beach, Florida 32118, (hereinafter, "<u>Lessor</u>" whether one or more), and NOBLE ENERGY, INC., a Delaware corporation, whose address is at 333 Technology Drive, Suite 116, Canonsburg, Pennsylvania 15317, (hereinafter, "<u>Lessor</u>").

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 tands 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. <u>DESCRIPTION / LEASED PREMISES</u>: All those certain tructs of land situate in the District of <u>Meade</u>, County of <u>Tyler</u>. State of West Virginia, generally bounded now or formerly as follows:

MP 15-8

MP 14-19 & 14-22

On the North by:	Basil Morris heirs;	Hattie Jones;
On the East by:	Ritchie County;	Ritchie County;
On the South by:	Ritchie County;	Billy J. Cox;
On the West by:	Donald E. Williams, et. al;	Terry & Eldon Markle;
and Tax Map 15, Par 60/100 (110.60) acre	sion in Tyler County West Virginia, said I rcel 8 on this date, and stipulated to conta s, more or less (" <u>Leased Premises</u> ").	avit of Death and Heirship to be recorded in the Office of Clerk of and being identified for tax purposes as Tax Map 14 Parcels 19, 22 in, for the purpose of calculating payments, One Hundred Ten and the purpose of providing natice of the existence of the Lease and of the Lease.
WITNESS:	as in any way a trouble action of anciation	LESSOR
Printed Name: SHP	LA Paul	Printed Name: Richard J. Hitchcock Address: 3023 S Atlantic Ave Daytona Beach, Florida 32118
WITNESS: Storyety Printed Name Sec	5 mitsel	Printed Name:Address;

WITNESS:	RECEIVED NOBLE ENERGY, INC. Office of Oil and Gas
Printed Name:	MARK A. ACREE, Attorney-In-Fact
	WV Department of Environmental Protection

NOBLE PAID UP - WV - 2013.07.31

PAGE I

INDIVIDUAL ACKNOWLEDGMENT STATE OF day of January Richard J. Hitchcock, a married man dealing in his sole and separate property. MY COMMISSION EXPIRES: BARBARA J. MEEGAN Commission # EE 135426 Expires Johnsey 29, 2018 Expires Johnsey 29, 2018 Bross the Implicationnus 2018 1011 Printed Name Notary Public CORPORATE ACKNOWLEDGMENT COMMONWEALTH OF PENNSYLVANIA COUNTY OF WASHINGTON On this <u>26</u> day of <u>MARCH</u>, 2015, before me, the undersigned officer, personally appeared MARK A. ACKEE, 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.

Thomas C. Burchett II Notary Public

COMMONWEALTH OF PENNSYLVANIA

NOTARIAL SEAL

Thomas C. Burchett II, Notary Public

Canton Twp., Washington County

My Commission Expires Murch 14, 2018

USUBER, FERRETCYARIA ASSOCIATION OF HOTARIES

MY COMMISSION EXPIRES:

PREPARED BY / UPON RECORDATION, RETURN TO: Land Department NOBLE ENERGY, INC. 333 Technology Drive, Suite 116 Canonsburg, PA 15317

RECEIVED
Office of Oil and Gas

NOBLE PAID UP - WV - 2013.07.31

APR **3 0** 2015

WV Department of Environmental Protection

07/03/2015



This MEMORANDUM OF LEASE, utilized to indicate the existence of a PAID-UP Oil AND GAS LEASE (hereinafter, "Lease") effective this 25th day of February, 2015, by and between 10 Ann Balis and Tom Balis, wife and husand whose address is 202 Chippewa Lane, Loudon, TN 37774, (hereinafter, "Lessor" whether one or more), and NOBLE ENERGY, INC., a Delaware corporation, whose address is at 333 Technology Drive, Suite 116, Canonsburg, Pennsylvania 15317, (hereinafter, "Total Control of the C

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. Lease to the end of the "extended" primary term.
- er.

2. <u>DESCRIPTIO</u> State of West Virginia	N/LEASED PREMISES: All those certain to a, generally bounded now or formerly as	racts of land situate in the District of <u>Meade</u> , County of follows:	f Tyler.
On the North by: _	Norma S. Williams		
On the East by:	Ritchie County		
On the South by:	Ritchie County		
On the West by:	Donald F. Williams, et. al		
purpose of calculating This Memor	a being identified for tax purposes as Tag all payments required hereunder <u>Fourty</u>		n for the ises").
WITNESS:		LESSOR	
Printed Nume:	hely bon D. Topley	Printer Name: Io Ann Balis Address: 202 Chippewa Lane, Loudon, TN 37774	
WITNESS:// Printed-Warne	form McCle	Printed Name: Tom Balis Address: 202 Chippewa Lane, Loudon, TN 37774	

WITNESS:	NOBLE ENERGY, INC.	
Printed Name:	By: Mark A. Acree, Attomey-In-Fact)	RECEIVED ce of Oil and Gas
		APR 3 0 2015

INDIVIDUAL ACKNOWLEDGMENT STATE OF _____ The foregoing instrument was acknowledged before me, this 2015, by Io Ann Balis and Tom Balis, wife and husband. MY COMMISSION EXPIRES: 🎖 DENISE D. HARDING 🕇 Printed Name Notary Public MY COMMISSION # EE 193778 C EXPIRES: June 18, 2016 CORPORATE ACKNOWLEDGMENT COMMONWEALTH OF PENNSYLVANIA COUNTY OF WASHINGTON on uns ______ day of ______, 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: Notary Public PREPARED BY / UFON RECORDATION, RETURN TO: Land Department NOBLE EXERCY, INC. 1000 Noble Energy Drive Canonsburg, PA 15317

RECEIVED
Office of Oil and Gas

NOBLE PAID UP - WV - 2013.07.01

APR 30 2015

MEMORANDUM OF LEASE

This MEMORANDUM OF LEASE, dated this 14th day of January, 2015, is utilized to indicate the existence of a PAID-UP Oil, AND GAS LEASE (hereinafter, "Lease") of even date herewith, by and between Steven Harold Morris, a single man whose address is 121 Park Blvd, New Smyma Beach, Florida 32168, (hereinafter, "Lessor" whether one or more), and NOBLE ENERGY, INC., a Delaware corporation, whose address is at 333 Technology Drive, Suite 116, 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. <u>DESCRIPTION / LEASED PREMISES</u>: All those certain tracts of land situate in the District of <u>Meade</u>. County of <u>Tyler</u>. State of West Virginia, generally bounded now or formerly as follows:

and being the same land acquired by Lessor by virtue of Affidavit of Death and Heirship to be recorded in the Office of Clerk of the County Commission in Tyler County West Virginia, said land being identified for tax purposes as Tax Map 14 Parcels 19, 22

MP 15-8

Ritchie County;

Terry & Eldon Markle;

Hattie Jones;

Billy J. Cox;

MP 14-19 & 14-22

Basil Morris heirs;

Ritchie County;

Ritchie County;

Donald E. Williams, et. al;

On the North by:

On the East by:

On the South by:

On the West by:

NOBLE PAID UP - WV - 2013.07.31

and Tax Map 15, Parcel 8 on this date, and stipulated to contai 60/100 (110.60) acres, more or less ("Leased Premises").		
This Memorandum of Lease has been executed for shall not be considered in any way a modification or alteration		existence of the Lease and
WITNESS: Printed Name: Kenee K Hayes WITNESS:	Printed Name: Steven Harold Morri Address: 121 Park Blvd. New Smyr	
Printed Name To mas L 16 mas	Printed Name: Address:	
WITNESS:	NOBLE ENERGY, INC.	RECEIVED Office of Oil and Gas
Printed Name:	By:MARK A. ACREE, Attorney	In-Fact APR 3 0 2015
	_	WV Department of

Environmental Protection

INDIVIDUAL ACKNOWLEDGMENT

COUNTY OF	§		
The foregoing instrument was acknown Steven Harold Morris, a single man.	wledged before me, this	day of	, 2015, by
My Commission Expires:			
	Printed Name		
	Notary Public		
C	ORPORATE ACKNOWLEDO	GMENT	
COMMONWEALTH OF PENNSYLVANIA COUNTY OF WASHINGTON	§ §		
On thisday of	for NOBLE ENERGY, INC he within instrument, and ack	a Delaware corporation, per	sonally known to me
In witness thereof, I hereunto set my l	and and affixed my official se	al.	
MY COMMISSION EXPIRES:			
	Notary I	ublic	

PREPARED BY / LPON RECORDATION, RETURN TO: Land Department NODLE ENERGY, INC. 333 Technology Drive, Suite 116 Canonsburg, PA 15317

NOBLE PAID UP - WV - 2013.07.31

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Office of Öil and Gas

APR 30 2015

WV Department of Environmental Protection/2015

MEMORANDUM OF LEASE

This MEMORANDUM OF LEASE, dated this 14th day of January, 2015, is utilized to indicate the existence of a PAID-UP OIL AND GAS LEASE (hereinafter, "Lease") of even date herewith, by and between Mark A. Morris, a married man dealing in his sole and separate property whose address is 116 Park Blvd. New Smyrna Beach. Florida 32168. (hereinafter, "Lessor" whether one or more), and NOBLE ENERGY, INC., a Delaware corporation, whose address is at 333 Technology Drive, Suite 116, 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. <u>DESCRIPTION / LEASED PREMISES</u>: All those certain tracts of land situate in the District of <u>Meade</u>. County of <u>Tyler</u>, State of West Virginia, generally bounded now or formerly as follows:

and being the same land acquired by Lessor by virtue of Affidavit of Death and Heirship to be recorded in the Office of Clerk of the County Commission in Tyler County West Virginia, said land being identified for tax purposes as Tax Map 14 Parcels 19. 22 and Tax Map 15. Parcel 8 on this date, and stipulated to contain, for the purpose of calculating payments, One Hundred Ten and

MP 15-R

Hattie Jones;

Billy J. Cox;

MARK A. ACREE, Attorney-In-Fact

Ritchie County:

Terry & Eldon Markle;

Office of Oil and

APR 3 0:20

WV Department of Environmental Protection

07/03/2015

MP 14-19 & 14-22

Basil Morris heirs;

Ritchie County;

Ritchie County;

60/100 (110.60) acres, more or less ("Leased Premises").

Donald E. Williams, et. al;

On the North by:

On the South by:

On the West by:

Printed Name:

NOBLE PAID UP - WV - 2013.07.31

On the East by:

VITNESS:	LESSOR
Hinted Name: Yata'cıa A Scott	Printed Name: Mark A. Morris Address: 116 Park Blvd, New Smyrna Beach, Florida 32168
Om Luck rinted Name Terri Lusk	Printed Name:Address:
TTNESS:	NOBLE ENERGY, INC.

PREPARED BY / UPON RECORDATION, RETURN TO: Land Department NOBLE ENERGY, INC. 333 Technology Drive, Suite 116 Canonsburg, PA 15317

NOBLE PAID UP - WV - 2013.07.31

RECEIVED
Office of Oil and Gas

APR 3 0 2015

WV Department of Environmental Protection

MEMORANDUM OF LEASE

This MEMORANDUM OF LEASE, dated this 14th day of January, 2015, is utilized to indicate the existence of a PAID-UP OIL AND GAS LEASE (hereinafter, "Lease") of even date herewith, by and between Joel Robert Morris, a married man dealing in his sole and separate property whose address is 2259 Swoope Dr. New Smyrna Reach, Florida 32168, (hereinafter, "Lessor" whether one or more), and NOBLE ENERGY, INC., a Delaware corporation, whose address is at 333 Technology Drive, Suite 116, 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. <u>DESCRIPTION / LEASED PREMISES</u>: All those certain tracts of land situate in the District of <u>Meade</u>. County of <u>Tyler</u>, State of West Virginia, generally bounded now or formerly as follows:

MP 15-8

WV Department of Environmental Protection

07/03/2015

MP 14-19 & 14-22

NOBLE PAID UP - WV - 2013.07.31

On the North by:	Basil Morris beirs;	Hattie Jones;	
On the East by:	Ritchie County;	Ritchie County;	
On the South by:	Ritchie County;	Billy J. Cox;	
On the West by:	Donald E. Williams, et. al;	Terry & Eldon Markle;	
the County Commiss and Tax Map 15, Pa 60/100 (110.60) acre This Mem	sion in Tyler County West Virginia, said in the said in the said in this date, and stipulated to contains, more or less ("Leased Premises"). Orandum of Lease has been executed for the said in the s	davit of Death and Heirship to be recorded in the land being identified for tax purposes as Tax Ma ain, for the purpose of calculating payments, On the purpose of providing notice of the existence	p 14 Parcels 19, 22 : Hundred Ten and
witness:	ed in any way a modification or alteration This is a second of the seco	Printed Name: Joel Robert Modris Address: 2259 Swoope Dr. New Smyrna Be	
WITNESS:			
Oin 7 Printed Name_7	Rud erri Lusp	Printed Name:Address:	
WITNESS:		NOBLE ENERGY, INC. Of	RECEIVED fice of Oil and Gas
Printed Name:		MARK A. ACREE, Attorney-In-Fact	APR 3 0 2015

Notary Public

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

PREPARED BY / UPON RECORDATION, RETURN TO: Land Department NOBLE ENERGY, INC. 333 Technology Drive, Suite 116 Canonsburg, PA 15317

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Office of Oil and Gas

NOBLE PAID UP - WV - 2013.07.31

MY COMMISSION EXPIRES:

APR 3 0 2015

WV Department of Environmental Protection

MEMORANDUM OF LEASE

This MEMORANDUM OF LEASE, dated this 14th day of January, 2015, is utilized to indicate the existence of a PAID-UP OIL AND GAS LEASE (hereinafter, "Lease") of even date herewith, by and between Julia Arlene Morris, a single woman whose address is 116 Park Blvd. New Smyrna Beach, Florida 32168, (hereinafter, "Lessor" whether one or more), and NOBLE ENERGY, INC., a Delaware corporation, whose address is at 333 Technology Drive, Suite 116, 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.
- DESCRIPTION/LEASED PREMISES: All those certain tracts of land situate in the District of Meade, County of Tyler.
 State of West Virginia, generally bounded now or formerly as follows:

MP 15-8

Hattie Jones:

Billy J. Cox;

Ritchie County;

Terry & Eldon Markle;

07/03/2015

MP 14-19 & 14-22

Basil Morris heirs;

Ritchie County;

Ritchie County;

Donald E. Williams, et. al;

On the North by:

On the South by:

On the West by:

On the East by:

the County Commission in Tyler County West Virginia, said I	lavit of Death and Heirship to be recorded in the Office of Clerk of and being identified for tax purposes as Tax Map 14 Parcels 19, 22 and, for the purpose of calculating payments, One Hundred Ten and
This Memorandum of Lease has been executed for shall not be considered in any way a modification or alteration	the purpose of providing notice of the existence of the Lease and of the Lease.
WITNESS: Printed Name: Gints MAN rests WITNESS: All Array Printed Name Her fr	Printed Name: Printed Name: Address: Printed Name: Address: Address:
Witness:	NOBLE ENERGY, INC. RECEIVED
Printed Name:	Office of Oil and Gas MARK A. ACREE, Attorney-In-Fact APR 3 0 2015
Noble Pad Up – WV – 2013.07.31	WV Department of Environment

וטמו	AIDOYT VCVIAOATEDOWENI.
STATE OF Florida COUNTY OF VOLUSIA	. § §
Julia Arlene Morris, a single woman.	dged before me, this <u>13th</u> day of <u>March</u> 2015, by
MY COMMISSION EXPIRES: 10/17/2018	
GINA M. NESTA NOTARY PUBLIC STATE OF FLORIDA Comm# FF165510 Expires 10/17/2018	Printed Name Gine M Desta Notary Public
COR	PORATE ACKNOWLEDGMENT
COMMONWEALTH OF PENNSYLVANIA COUNTY OF WASHINGTON	
On this day of appeared MARK A. ACREE, as Attorney-in-Fact for to be the person whose name is subscribed to the purposes therein contained and on behalf of said contained and o	, 2015, before me, the undersigned officer, personally r NOBLE ENERGY, INC., a Delaware corporation, personally known to me within instrument, and acknowledged to me that he executed the same for the propartion.
In witness thereof, I hereunto set my hand	d and affixed my official seal.
My Commission Expires:	
	Notary Public

PREPARED BY / UPON RECORDATION, RETURN TO: Land Department NOSLE EMERCY, INC. 333 Technology Drive, Suite 116 Canonsburg, PA 15317

NOBLE PAID UP - WV - 2013.07.31

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Office of Oil and Gas

APR 3 0 2015



Office of Oil & Gas 601 57th 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 <u>dee.swiger@nblenergy.com</u> or 724-820-3061.

Sincerely,

Dee Swiger

Regulatory Analyst III

DS/

Enclosures:

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Office of Oil and Gas

APR 3 0 2015

WV Department of Environmental Protection

STATE OF WEST VIRGINIA DEPARTMENT OF ENVIRONMENTAL PROTECTION, OFFICE OF OIL AND GAS NOTICE CERTIFICATION O 5 0 2 0 5 0

Date of Notic	ce Certification: 4/27/15	API No. 47- 09	5 5
Dute of Notice	e certification. 110 1115	Operator's Well	
		Well Pad Name	
Notice has l	heen given:	Well au Name.	
		§ 22-6A, the Operator has provided the required	narties with the Notice Forms listed
	tract of land as follows:	3 22-071, the Operator has provided the required	parties with the Notice Forms listed
State:	West Virginia	Easting: 5002	248.650
County:	095-Tyler		5183.681
District:	Meade		ne Road - County Rt. 6/3
Quadrangle:	Pennsboro		le Energy, Inc.
Watershed:	huc-10 Middle Island Creek		
of giving the requirements Virginia Codo of this article	surface owner notice of entry to su of subsection (b), section sixteen of a \$22-6A-11(b), the applicant shall have been completed by the applicant west Virginia Code § 22-6A, the Open	perator has attached proof to this Notice Certific	f this article six-a; or (iii) the notice urface owner; and Pursuant to Wes the notice requirements of section ter
•	rator has properly served the require ECK ALL THAT APPLY	ed parties with the following:	OOG OFFICE USE ONLY
☐ 1. NO	TICE OF SEISMIC ACTIVITY or	■ NOTICE NOT REQUIRED BECAUSE N SEISMIC ACTIVITY WAS CONDUCTED	NO RECEIVED/
☐ 2. NO	TICE OF ENTRY FOR PLAT SUR	VEY or 🛛 NO PLAT SURVEY WAS CONDU	UCTED RECEIVED
☑ 3. NO	TICE OF INTENT TO DRILL or	[] NOTICE NOT REQUIRED BECAUSE NOTICE OF ENTRY FOR PLAT SURVEY WAS CONDUCTED or	☐ RECEIVED/ NOT REQUIRED
		WRITTEN WAIVER BY SURFACE O' (PLEASE ATTACH)	WNER
■ 4. NO	TICE OF PLANNED OPERATION		RECEIVED
■ 5. PUE	BLIC NOTICE		☐ RECEIVED

Required Attachments:

■ 6. NOTICE OF APPLICATION

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

APR 3 0 2015

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WW-6AC (1/12) 09502259

Certification of Notice is hereby given:

THEREFORE, I 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. Address: 1000 Noble Energy Drive By: Canonsburg, PA 15317 Its: Regulatory Analyst III Facsimile: 724-416-5248 Telephone: 724-820-3061 Email: dee.swiger@nblenergy.com Subscribed and sworn before me this 26 th day of march COMMONWEALTH OF PENNSYLVANIA NOTABIAL SEAL Notary Public Regina Logue, Notary Public New Sewickley Twp., Beaver County My Commission Expires July 7, 2018 My Commission Expires 97/07/2018 MEMBER, PENNSYLVANIA ASSOCIATION OF NOTARIES

Oil and Gas Privacy Notice:

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

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Office of Oil and Gas

APR 3 0 2015

WV Department of Environmental Protection 07/03/2015 WW-6A (9-13)

0 9 5 0 2 2 5 9 API NO. 47-095 OPERATOR WELL NO. PEN 31 C Well Pad Name: PEN 03/31

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: 4/27/15 Date Permit Application Filed: 4/27/16 Notice of:					
V	PERMIT FOR ANY WELL WORK CONSTRUCTION OF AN IMPOUNDMENT OR PIT					
Deli	very method pursu	ant to West Virginia Co	de § 22-6A-10	O(b)		
V	PERSONAL SERVICE	REGISTERED MAIL		IOD OF DELIVERY THAT REQUIRES A IPT OR SIGNATURE CONFIRMATION		
certi- regis sedir the s oil and descri opera well impo have prov prop subse recor prov Code	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 serv					
	******		S Plan Notice	Well Plat Notice is hereby provided to:		
	JRFACE OWNER(s)	/	COAL OWNER OR LESSEE		
	e: Noble Energy, Inc. ress: 1000 Noble Ene	rou Deluis		Name: none		
	onsburg, PA 15317	igy Drive	-	Address:		
			-	COAL OPERATOR		
Add	recc.					
Auu	1033.		-,			
Address:						
	e: William C. Williams			SURFACE OWNER OF WATER WELL		
	ress: 8570 Country Cl			AND/OR WATER PURVEYOR(s)		
	mingdale, OH 43910		-:	Name: HECEIVED		
	e: Frank Grass			AND/OR WATER PURVEYOR(s) Name: Address: Office of Oil and Gas		
	ress: 5115 Lansing Di	rive	-	and Gas		
	lotte, NC 28270	X 57 - X 1200 - X	-	OPERATOR OF ANY MATURAL GAS STORAGE FIELD		
_		s) (Impoundments or Pits)		Name. Hone		
Nam	ne:			Address: VVV Department		
Add	ress:		- 2	Address: WV Department of Environment of 17/03/2015		

0 9 5 0 2 2 5 9
API NO. 47- 095
OPERATOR WELL NO. PEN 31 C
Well Pad Name: PEN 03/31

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: 4/27/15 Date Permit Application Filed: 4/27/15 Notice of: PERMIT FOR ANY ☐ CERTIFICATE OF APPROVAL FOR THE WELL WORK CONSTRUCTION OF AN IMPOUNDMENT OR PIT Delivery method pursuant to West Virginia Code § 22-6A-10(b) REGISTERED PERSONAL METHOD OF DELIVERY THAT REQUIRES A SERVICE MAIL 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: ☐ COAL OWNER OR LESSEE M SURFACE OWNER(s) Name: Noble Energy, Inc.
Address: 1000 Noble Energy Drive Name: none Address: Canonsburg, PA 15317 Name: ☐ COAL OPERATOR Name: none Address: Address: SURFACE OWNER(s) (Road and/or Other Disturbance) ☐ SURFACE OWNER OF WATER WELL Name: Donald W. Williams Address: 160 Koons Ave. AND/OR WATER PURVE TO RECEIVED

Name: _____ Office of Oil and Gas AND/OR WATER PURVEYOR(s) Medina, OH 44256
Name: Carl D. Williams
Address: 5357 Rocky Creek Road OPERATOR OF ANY NATIONAL GANAME: none Marianna, Florida 32448 ☐ SURFACE OWNER(s) (Impoundments or Pits) Address: WV Department of 07/03/2015

*Please attach additional forms Thedes attach Name: Address:

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API NO. 47- 095 OPERATOR WELL NO. PEN 31 C
Well Pad Name: PEN 03/31

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: 4 2015 Date Permit Application Filed: 42015 Notice of:						
v	PERMIT FOR ANY WELL WORK CONSTRUCTION OF AN IMPOUNDMENT OR PIT					
Deli	very method pursi	ıant to West Virginia C	Code § 22-6A	-10(b)		
V	PERSONAL SERVICE	REGISTERED MAIL		THOD OF DELIVERY THAT REQUIRES A CEIPT OR SIGNATURE CONFIRMATION		
certi regis sedin the soil a desc oper more well important prov prop subs recorprov Code	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 serv					
			&S Plan Not	ice Well Plat Notice is hereby provided to:		
7.7	JRFACE OWNER(ne: Noble Energy, Inc.	s)	/	COAL OWNER OR LESSEE		
	ress: 1000 Noble Ene	ergy Drive		Name: none Address:		
	DA 15017		_	·		
Nam	ne:			COAL OPERATOR		
Add	ress:			Name: none		
₽ SI	Address:					
Nan	ne: Dianne Calhoun ar	nd Deborah S. Hatfiled	_ /	SURFACE OWNER OF WATER WELL		
	ress: 2815 Bayshore	Gardens Parkway	_	AND/OR WATER PURVEYOR(s) RECEIVED		
-				AND/OR WATER PURVEYOR(s) RECEIVED Name: Office of Oil and Gas		
			_	OPERATOR OF ANY NATURAL GAS STORAGE FIELD		
_		(s) (Impoundments or Pit		Name: none Address: WV Depart		
Nan Add	ress:		_	Name:		
				*Please attach additional forms if necessary		

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OPERATOR WELL NO. PEN 31 C
Well Pad Name: PEN 03/31

Notice is hereby given:

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

This Notice Shall Include:

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

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

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

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

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

Well Location Restrictions

Pursuant to W. Va. Code § 22-6A-12, Wells may not be drilled within two hundred fifty feet measured horizontally from any existing water well or developed spring used for human or domestic animal consumption. The center of well pads may not be located within six hundred twenty-five feet of an occupied dwelling structure, or a building two thousand five hundred square feet or larger used to house or shelter dairy cattle or poultry husbandry. This limitation is applicable to those wells, developed springs, dwellings or agricultural buildings that existed on the date a notice to the surface owner of planned entry for surveying or staking as provided in section ten of this article or a notice of intent to drill a horizontal well as provided in subsection (b), section sixteen of this article was provided, whichever occurs first, and to any dwelling under construction prior to that date. This limitation may be waived by written consent of the surface owner transmitted to the department and recorded in the real property records maintained by the clerk of the county commission for the county in which such property is located. Furthermore, the well operator may be granted a variance by the secretary from these distance restrictions upon submission of a plan which identifies the sufficient measures, facilities or practices to be employed during well site construction, drilling and operations. The variance, if granted, shall include terms and conditions the department requires to ensure the safety and protection of affected persons and property. The terms and conditions may include insurance, bonding and indemnification, as well as technical requirements. (b) No well pad may be prepared or well drilled within one hundred feet measured horizontally from any perennial stream, natural or artificial lake, pond or reservoir, or a wetland, or within three hundred feet of a naturally reproducing trout stream. No well pad may be located within one thousand feet of a surface or ground water intake of a public water supply. The distance from the public water supply as identified by the department shall be measured as follows: (1) For a surface water intake on a lake or reservoir, the distance shall be measured from the boundary of the lake or reservoir. (2) For a surface water intake on a flowing stream, the distance shall be measured from a semicircular radius extending upstream of the surface water intake. (3) For a groundwater source, the distance shall be measured from the wellhead or spring. The department may, in its discretion, waive these distance restrictions upon submission of a plan identifying sufficient measures, the little practices to be employed during well site construction, drilling and operations to protect the waters of the state. A waite, of all 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 WATERAGE 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 way myltiple well pad if at least one of the wells was permitted prior to the effective date of this article. (e) The secretary shall not apply to experiment of the Legislature on the noise, light, dust and volatile organic compounds generated by the drilling of horizontal was permitted by the drilling by the drill 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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API NO. 47- 095

OPERATOR WELL NO. PEN 31 C

Well Pad Name: PEN 03/31

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) The file with the secretary. Office of Oil and Gas location or construction of the applicant's proposed well work to the Secretary at:

Chief, Office of Oil and Gas Department of Environmental Protection 601 57th St. SE Charleston, WV 25304

APR 3 0 2015

WV Department of

(304) 926-0450

Environmental Protection qualified to Such persons may request, at the time of submitting written comments, notice of the permit decision and a list of persons may request. test water. NOTE: YOU ARE NOT REQUIRED TO FILE ANY COMMENT.

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OPERATOR WELL NO. PEN 31 C
Well Pad Name: PEN 03/31

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.

RECEIVED
Office of Oil and Gas

APR **30** 2015

WV Department of Environmental Protection/2015

API NO. 47- 095 - OPERATOR WELL NO. PEN 31 C
Well Pad Name: PEN 03/31

Notice is hereby given by:

Well Operator: Noble Energy, Inc. Med

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:

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

Subscrift

COMMONWEALTH OF PENNSYLVANIA

COMMONWEALTH OF PENNSYLVANIA

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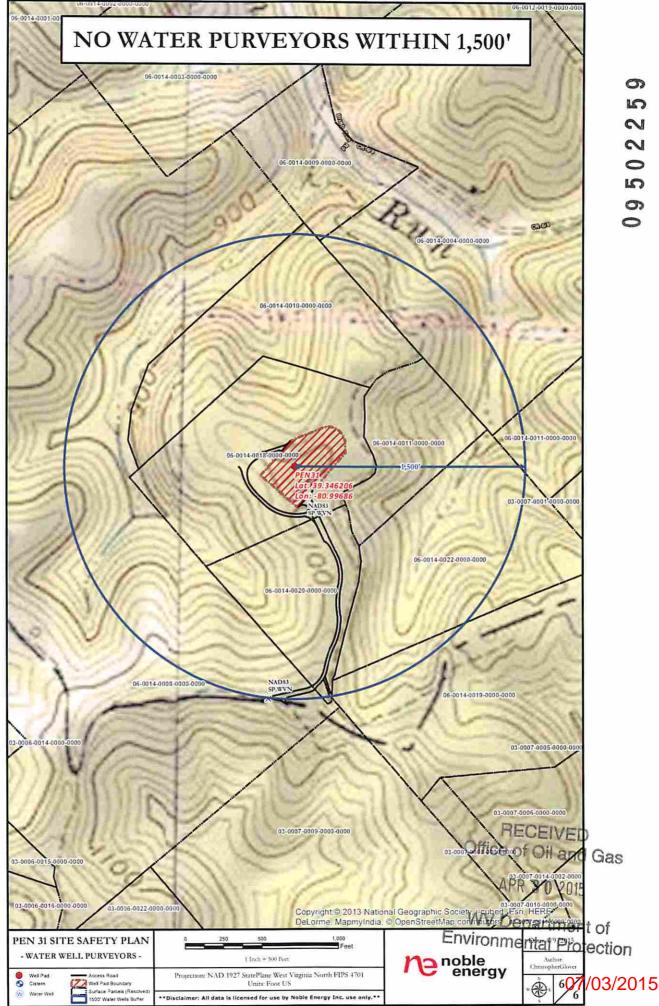
Segina Logue, Notary Public

Segina Logue, N

Notary Public Subscribed and sworn before me this 28th day of march, 2015

My Commission Expires 07/07/2018

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Operator Well No. PEN 31 C

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

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

	Requirement: Notice shall be ce: 03/26/2015	provided at least TEN (10) days prior to filing a Date Permit Application Filed: 4 27 16	
Delivery me	thod pursuant to West Virgin	ia Code § 22-6A-16(b)	
HAND	☐ CERTIFIED N	лан	
DELIV		CEIPT REQUESTED	
receipt reque drilling a hor of this subse subsection m and if availal	ested or hand delivery, give the rizontal well: <i>Provided</i> , That notion as of the date the notice way be waived in writing by the pole, facsimile number and electrons.	least ten days prior to filing a permit application, surface owner notice of its intent to enter upon the otice given pursuant to subsection (a), section te as provided to the surface owner: <i>Provided, how</i> surface owner. The notice, if required, shall included in mail address of the operator and the operator	ne surface owner's land for the purpose of on of this article satisfies the requirements ovever, That the notice requirements of this ude the name, address, telephone number,
	ereby provided to the SURI		
Name: Noble	Energy, Inc. 00 Noble Energy Drive	Name:	
Canonsburg,		Address:	
		(b), notice is hereby given that the undersigned drilling a horizontal well on the tract of land as for the undersigned well on the tract of land as for the undersigned with the undersigned and the undersigned with the	
Pursuant to facsimile nu related to ho located at 60	mber and electronic mail addr rizontal drilling may be obtain 1 57 th Street, SE, Charleston, W	16(b), this notice shall include the name, address of the operator and the operator's authorized from the Secretary, at the WV Department of V 25304 (304-926-0450) or by visiting www.de	ed representative. Additional information f Environmental Protection headquarters,
	ereby given by: or: Noble Energy, Inc.	Authorized Representative:	Dog Swiger
Men Operati Address:		Address:	Dee Swiger 1000 Noble Energy Drive
Canonsburg,	1000 Noble Energy Drive	Canonsburg, PA 15317	1000 Noble Ellergy Drive
Telephone:	724-820-3061	Telephone:	724-820-3061
Email:	Dee.swiger@nblenergy.com	Email:	Dee.swiger@nblenergy.com
Facsimile:	724-820-3095	Facsimile:	724-820-3095RECEIVED
acomme.	724-020-3093	1 desimile.	COIL and Gas
Oil and Ga	s Privacy Notice:		Office of Oil and Gas

The Office of Oil and Gas processes your personal information, such as name, address and telephone number, as part of puregulatory 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 protection DEP's Chief Privacy Officer at depprivacyofficer@wv.gov.

STATE OF WEST VIRGINIA 0 9 5 0 2 2 5 9 DEPARTMENT OF ENVIRONMENTAL PROTECTION, OFFICE OF OIL AND GAS NOTICE OF INTENT TO DRILL

WAIVER

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

Surface Own I, Noble Energy		hat I have read the notice pro	ovisions listed	d above and hereby waive the
	ments under West Virginia Cod			
State:	West Virginia	LITAA NIA D. 02	Easting:	500248.650
County:	Tyler	UTM NAD 83	Northing:	4355183.681
District:	Pennsboro	Public Road Acc	cess:	Stone Road - County Route 6/3
Quadrangle:	Meade	Generally used f	arm name:	Noble Energy, Inc.
Watershed:	Middle Island Creek	<u> </u>	_	
Name: Noble	Energy, Inc.	Signature:	Joe .	
Address: 1000	Noble Energy Drive			
Canonsburg, PA 15317		Date: 04/09	/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.

RECEIVED
Office of Oil and Gas

APR 30 2015

WV Department of Environmental Protection

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

Notic Date	e Time Re of Notice:	equirement: notice shall be provided the provided by the provi		plater than the filing oplication Filed:		application.
Deliv	ery metho	d pursuant to West Virginia Coo	de § 2	22-6A-16(c)		
	CERTIFIE RETURN	ED MAIL RECEIPT REQUESTED	23	HAND DELIVERY		
return the pl requir drillin damag	receipt receipt receipt receipt receipt receipt anneal operation anneal receipt receip	quested or hand delivery, give the ration. The notice required by the rovided by subsection (b), section rizontal well; and (3) A proposed surface affected by oil and gas ope	surfa his su ten of surfa ratior	ce owner whose land absection shall include f this article to a surfa- ace use and compens as to the extent the da	will be used for le: (1) A copy ace owner whose ation agreement mages are comp	cation, an operator shall, by certified mail or the drilling of a horizontal well notice of of this code section; (2) The information e land will be used in conjunction with the t containing an offer of compensation for pensable under article six-b of this chapter, sted in the records of the sheriff at the time
(at the Name Addre	address li : Noble Ener	oble Energy Drive		ime of notice): Name: F Address	Frank Grass : 5115 Lansing Dr e, NC 28270	rive
Pursuoperat operat State: Count Distric	tion on the $\frac{W}{y}$: $\frac{Q}{Q}$		otice i	s hereby given that the f drilling a horizonta UTM NAD 8. Public Road A Generally use	I well on the traces Easting: Northing: Access:	well operator has developed a planned ct of land as follows: 500248.650 4355183.681 Stone Road - County Rt. 6/3 Noble Energy, Inc.
Pursu to be horize surfac inform headq	ant to Wes provided ontal well; he affected nation rela	by W. Va. Code § 22-6A-10(b) t and (3) A proposed surface use an by oil and gas operations to the ted to horizontal drilling may be reated at 601 57 th Street, SE,	o a s nd co exten obta	surface owner whose impensation agreement the damages are continued from the Secret	land will be un nt containing an empensable und ary, at the WV	code section; (2) The information required used in conjunction with the drilling of a offer of compensation for damages to the er article six-b of this chapter. Additional Department of Environmental Protection or by visiting www.dep.wv.gov/oil-and-damages
	Operator:	Noble Energy, Inc.		Address:	1000 Noble Energ	gy Drive
Telep		724-820-3061		Fassimilar	Canonsburg, PA	15317
Email	į.	dee.swiger@nblenergy.com		Facsimile:	724-416-5248	
		ivacy Notice:	l info	rmation such as nam	e. address and t	elephone 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 according to the course of 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 according to the course of 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 according to the course of 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 according to the course of the 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. DEP's Chief Privacy Officer at depprivacyofficer@wv.gov.

APR 3 0 2015

WV Department of Environmental Protection 07/03/2015

STATE OF WEST VIRGINIA DEPARTMENT OF ENVIRONMENTAL PROTECTION, OFFICE OF 510 20203.9 NOTICE OF PLANNED OPERATION

Notice Time Requirement: notice shall be provided no later than the filing date of permit application. Date of Notice: 4-27-15 Date Permit Application Filed: 4-27-15												
Delivery method pursuant to West Virginia Code § 22-6A-16(c)												
	CERTIFIE RETURN	ED MAIL RECEIPT REQUESTED	HAND DELIVER	RY								
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.												
(at the Name Addre	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: Carl D. Williams Address: 5357 Rocky Creek Road Marianna, Florida 32448 Medina, OH 44256											
Pursu opera State: Coun Distri Quad	tion on the V ty: 0 ct: N rangle: P	y given: t Virginia Code § 22-6A-16(c), notice is e surface owner's land for the purpose of lest Virginia 95-Tyler Meade ennsboro nuc-10 Middle Island Creek	of drilling a UTI Pub	horizontal M NAD 83 olic Road A	well on the trac Easting: Northing:							
Pursu to be horize surfact inform heade	ant to Wes provided ontal well; ce affected nation rela	by W. Va. Code § 22-6A-10(b) to a sand (3) A proposed surface use and coby oil and gas operations to the exterted to horizontal drilling may be obtained at 601 57th Street, SE, Charles	surface owr mpensation at the damagined from t	ner whose agreemen ges are con the Secreta	land will be unt containing an impensable underly, at the WV	code section; (2) The information required sed in conjunction with the drilling of a offer of compensation for damages to the er article six-b of this chapter. Additional Department of Environmental Protection or by visiting <a <="" href="https://www.dep.wv.gov/oil-and-damages-new-color: blue blue blue blue blue blue blue blue</td></tr><tr><td></td><td>Operator:</td><td>Noble Energy, Inc.</td><td> A</td><td>ddress:</td><td>1000 Noble Energ</td><td></td></tr><tr><td></td><td>hone:</td><td>724-820-3061</td><td></td><td>of team</td><td>Canonsburg, PA</td><td>15317</td></tr><tr><td>Emai</td><td>l:</td><td>dee.swiger@nblenergy.com</td><td> F</td><td>acsimile:</td><td>724-416-5248</td><td></td></tr><tr><td>0" td=""><td>10-0</td><td>No. at an a</td><td></td><td></td><td></td><td></td>	10-0	No. at an a				

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WV Department of Environmental Protection

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

		equirement: notice shall be provide <u>4-27-15</u> Date Permi		er than the filing cation Filed: 4-		application.	
Delive	ry metho	od pursuant to West Virginia Cod	e § 22-6	A-16(c)			
		ED MAIL RECEIPT REQUESTED		AND ELIVERY			
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.							
at the Name: Addres	address l Dianne Ca	y provided to the SURFACE OW isted in the records of the sheriff at to show and Deborah S. Hatfiled ayshore Gardens Parkway		of notice): Name: _ Address	William C. Williams : 8570 Country Cl gdale, OH 43910		
Pursua	otice is hereby given: ursuant to West Virginia Code § 22-6A-16(c), notice is hereby given that the undersigned well operator has developed a planned peration on the surface owner's land for the purpose of drilling a horizontal well on the tract of land as follows: ate: West Virginia Easting: 500248.650						
County	_			UTM NAD 8	Northing:	4355183.681	
Distric	t: _	Meade		Public Road A		Stone Road - County Rt. 6/3	
			Generally use	d farm name:	Noble Energy, Inc.		
Watershed: https://huc-10 Middle Island Creek 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 norizontal well; and (3) A proposed surface use and compensation agreement containing an offer of compensation for damages to the surface affected by oil and gas operations to the extent the damages are compensable under article six-b of this chapter. Additional information related to horizontal drilling may be obtained from the Secretary, at the WV Department of Environmental Protection headquarters, located at 601 57th Street, SE, Charleston, WV 25304 (304-926-0450) or by visiting www.dep.wv.gov/oil-and-gas/pages/default.aspx .							
Well C	perator:	Noble Energy, Inc.		Address:	1000 Noble Energ	gy Drive	
Teleph	hone:	724-820-3061		_	Canonsburg, PA 15317		
Email:		dee.swiger@nblenergy.com		Facsimile:	724-416-5248		
Oil an	d Gas Pi	ivacy Notice:					

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APR 3 0 2015



WEST VIRGINIA DEPARTMENT OF TRANSPORTATION

Division of Highways

Earl Ray Tomblin Governor

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

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

March 10, 2015

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

Subject: DOH Permit for the PENNS-03 Well Site, Ritchie County

Dear Mr. Martin,

Cc:

James L. McCune Noble Energy, Inc.

CH, OM, D-3

File

The West Virginia Division of Highways has assigned Permit #03-2015-0125 for the subject site to the application submitted by Noble Energy, Inc. for access to the State Road for the well site located off of Ritchie County Route 6/3 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

Hay K. Clayton

Regional Maintenance Engineer Central Office Oil &Gas Coordinator

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APR 3 0 2015

WV Department of Environmental Protection

E.E.O./AFFIRMATIVE ACTION EMPLOYER

07/03/2015

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

Office of Oil and Gas

APR 3 0 2015

WV Department of Environmental Protection

EROSION & SEDIMENTATION CONTROL PLANS

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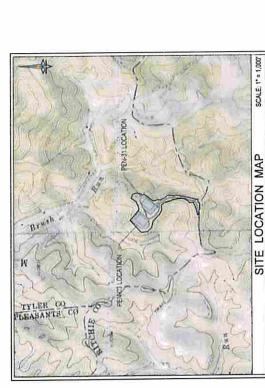
ST VIRGINIA MEADE DISTRICT - TYLER COUNTYRES NARADE MARCH 10, 2015



MAIN OFFICE
4031 ALLPORT CUTOFF
MORRISDALE, PA 16858
PHONE: (814) 342-7090
FAX: (814) 342-7090

TABLE OF CONTENTS

BRANCH OFFICE 200 BURSCA DRIVE BRIDGENILLE, PA 15017 PHONE: (724) 221-1824 FAX: (412) 221-1824 EMAIL: INFO@GEOTECH-ENGINEERING.COM WEB SITE: WWW.GEOTECH-ENGINEERING.COM



STA. 2+00 TO 13+00

PROFILE SECTIONS - ACCESS ROAD PROFILE SECTIONS - ACCESS ROAD

WELL PAD PEN-31 - SITE PLAN WELL PAD PEN-03 - SITE PLAN SEEDING AND LINING PLAN SITE RESTORATION PLAN

9

ACCESS ROAD PLAN & PROFILE - STA, 0+00 TO STA, 9+00 ACCESS ROAD PLAN & PROFILE - STA, 9+00 TO STA, 16+31 ACCESS ROAD PLAN & PROFILE - STA, 0+00 TO STA 6+51

DRAINAGE AREA AND SOIL MAP

OVERALL SITE PLAN

OVERALL EXISTING CONDITIONS PLAN

COVER SHEET DESCRIPTION

DIRECTIONS TO WELL SITE

FROM THE INTERSECTION OF BONDS CREEK ROAD MID STONE ROAD TURN ON TO STONE GOAD. FOLLOW NORTH COR APPROXIMETER YI JAMEST ON UNINAMED DIET ROAD BEJANIENT OT HE RIOHT. BEARTO THE RIGHT ONTO INNAMED DIET ROAD AND POLLOW FOR A PPROXIMATELY OJ MILES TO PROPOSED ACESSO NI LET.

Ne noble energy

Suite 116, Canonsburg 333 Technology Drive Noble Energy Inc. PA 15317

Phone: (724) 820-3000



PERTIES AS SHOWN SURVEYED BY GEOTECH INEERING, INC. 8-20-14, 8-25-14, 10-22-14, 12-11-14 SASEMAPPING DERIVED FROM BLUE MOUNTAIN 1. LIGHT DATA FLOWN 94-10-14

07/03/2015

EROSION AND SEDIMENTATION CONTROL DETAILS EROSION AND SEDIMENTATION CONTROL DETAILS EROSION AND SEDIMENTATION CONTROL DETAILS