

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

May 27, 2015

WELL WORK PERMIT Horizontal 6A Well

This permit, API Well Number: 47-5101837, issued to NOBLE ENERGY, INC., is evidence of permission granted to perform the specified well work at the location described on the attached pages and located on the attached plat, subject to the provisions of Chapter 22 of the West Virginia Code of 1931, as amended, and all rules and regulations promulgated thereunder, and to all conditions and provisions outlined in the pages attached hereto. Notification shall be given by the operator to the Oil and Gas Inspector at least 24 hours prior to the construction of roads, locations, and/or pits for any permitted work. In addition, the well operator shall notify the same inspector 24 hours before any actual well work is commenced and prior to running and cementing casing. Spills or emergency discharges must be promptly reported by the operator to 1-800-642-3074 and to the Oil and Gas inspector.

Please be advised that form WR-35, Well Operators Report of Well Work is to be submitted to this office within 90 days completion of permitted well work, as should form WR-34 Discharge Monitoring Report within 30 days of discharge of pits, if applicable. Failure to abide by all statutory and regulatory provisions governing all duties and operations hereunder may result in suspension or revocation of this permit and, in addition, may result in civil and/or criminal penalties being imposed upon the operators.

In addition to the applicable requirements of this permit, and the statutes and rules governing oil and gas activity in WV, this permit may contain specific conditions which must be followed. Permit conditions are attached to this cover letter.

Per 35CSR-4-5.2.g this permit will expire in two (2) years from the issue date unless permitted well work is commenced. If there are any questions, please feel free to contact me at (304) 926-0499 ext. 1654.

James Martin

Chief

Operator's Well No: MND 1 EHS

Farm Name: CONSOLIDATION COAL COMPA

API Well Number: 47-5101837

Permit Type: Horizontal 6A Well

Date Issued: 05/27/2015

5101837 API Number:

PERMIT CONDITIONS

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

CONDITIONS

- 1. This proposed activity may require permit coverage from the United States Army Corps of Engineers (USACE). Through this permit, you are hereby being advised to consult with USACE regarding this proposed
- 2. If the operator encounters an unanticipated void, or an anticipated void at an unanticipated depth, the operator shall notify the inspector within 24 hours. Modifications to the casing program may be necessary to comply with W. Va. Code § 22-6A-5a (12), which requires drilling to a minimum depth of thirty feet below the bottom of the void, and installing a minimum of twenty (20) feet of casing. Under no circumstance should the operator drill more than fifty (50) feet below the bottom of the void or install less than twenty (20) feet of casing below the bottom of the void.
- 3. When compacting fills, each lift before compaction shall not be more than 12 inches in height, and the moisture content of the fill material shall be within limits as determined by the Standard Proctor Density test of the actual soils used in specific engineered fill, ASTM D698, Standard Test Method for Laboratory Compaction Characteristics of Soil Using Standard Effort, to achieve 95 % compaction of the optimum density. Each lift shall be tested for compaction, with a minimum of two tests per lift per acre of fill. All test results shall be maintained on site and available for review.
- 4. Operator shall install signage per § 22-6A-8g (6) (B) at all source water locations included in their approved water management plan within 24 hours of water management plan activation.
- 5. Oil and gas water supply wells will be registered with the Office of Oil and Gas and all such wells will be constructed and plugged in accordance with the standards of the Bureau for Public Health set forth in its Legislative rule entitled Water Well Regulations, 64 C.S.R. 19. Operator is to contact the Bureau of Public Health regarding permit requirements. In lieu of plugging, the operator may transfer the well to the surface owner upon agreement of the parties. All drinking water wells within fifteen hundred feet of the water supply well shall be flow tested by the operator upon request of the drinking well owner prior to operating the water supply well.
- 6. Pursuant to the requirements pertaining to the sampling of domestic water supply wells/springs the operator shall, no later than thirty (30) days after receipt of analytical data provide a written copy to the Chief and any of the users who may have requested such analyses.
- 7. If any explosion or other accident causing loss of life or serious personal injury occurs in or about a well or well work on a well, the well operator or its contractor shall give notice, stating the particulars of the explosion or accident, to the oil and gas inspector and the Chief, within 24 hours of said accident.
- 8. During the casing and cementing process, in the event cement does not return to the surface, the oil and gas inspector shall be notified within 24 hours.
- 9. Operator shall provide the Office of Oil & Gas notification of the date that drilling commenced on this well. Such notice shall be provided by sending an email to DEPOOGNotify@wv.gov within 30 days of commencement of drilling.

| API NO. 47051 | <u>0</u> | 1837 |
|----------------|----------|-----------|
| OPERATOR WELL | NO. | MND I EHS |
| Well Pad Name: | MND 2 | 1 |

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

| | | | API C | 151-018 | 37 |
|-------------------------------------------------------------------|------------------------------------|--------------------|-------------------|-----------------|---------------------------------------------------|
| 1) Well Operator: Noble En | ergy, Inc. | 494501907 | Marshall | Clay | Powhatan Point |
| | | Operator ID | County | District | Quadrangle |
| 2) Operator's Well Number: _ | MND 1 EHS | Well Pac | d Name: MNE | 1 | |
| 3) Farm Name/Surface Owner | . Murray Energy Corporation (forme | Public Roa | d Access: Co | ounty Hig | hway 88/8 |
| 4) Elevation, current ground: | 1150.42' El | evation, proposed | post-construction | on: 1152 | .08' |
| 5) Well Type (a) Gas | V Oil | Und | erground Storag | ge | · · · · · · · · · · · · · · · · · · · |
| Other | | | | | |
| (b)If Gas Si | nallow | Deep | | | |
| _ | orizontal 🔃 🔽 | | | | |
| 6) Existing Pad: Yes or No $\ \underline{\ }$ | lo | | _ | | |
| 7) Proposed Target Formation Marcellus 6315 - 6370' / | | | and Associated | Pressure(s) | : |
| 8) Proposed Total Vertical De | _{pth:} 6,360' | | | | |
|) Formation at Total Vertical | Depth: Marcellu | IS | | Re | ceived |
| 10) Proposed Total Measured | Depth: 16,325' | | | 8 12 | 0015 |
| l 1) Proposed Horizontal Leg I | Length: 9,165' | | | A | PR 2 3 2013 |
| 12) Approximate Fresh Water | Strata Depths: | 521', 801', 89 | 8', 947' | | office of Oil and Gas |
| 13) Method to Determine Fres | h Water Depths: r | nearest offset v | vell | VVV Depi | office of Oil and Gas of Environmental Protoct |
| 14) Approximate Saltwater De | pths: None | | | | |
| 15) Approximate Coal Seam D | Depths: 687'-697 | | | | |
| 16) Approximate Depth to Pos | sible Void (coal mi | ne, karst, other): | None anticipated, | drilling in pil | lar-mine maps attached |
| 17) Does Proposed well location directly overlying or adjacent to | | ns Yes <u>[</u> | No No | | |
| (a) If Yes, provide Mine Info | : Name: Well | s are located i | n abandoned | d area of | Mc Elroy Mine |
| | Depth: 692' | to seam base | | | |
| | Seam: Pitts | burgh #8 | | | |
| | Owner: Cons | sol Mining Cor | npany, LLC | | |

4705101837

| WW-6B |
|---------|
| (12/14) |

API NO. 47-__051__-

OPERATOR WELL NO. MND 1 EHS Well Pad Name: MND 1

18)

CASING AND TUBING PROGRAM

| TYPE | Size (in) | New or Used | Grade | Weight per ft. (lb/ft) | FOOTAGE: For Drilling (ft) | INTERVALS: Left in Well (ft) | CEMENT: Fill-up (Cu. Ft.)/CTS |
|--------------|--------------|-------------------|-------|------------------------|----------------------------------------------------------------------------------|-------------------------------------------------------------------------------------|------------------------------------------------------|
| Conductor | 20" | New | LS | 94 | 49" minimum or to next competent formation, but no deeper than 1st freshwater | 40' minimum or to next competent formation, but no deeper than 1st freshwater | CTS |
| Fresh Water | 13 3/8 " | New | J-55 | 54.5 | 1097' or to next competent formation no deeper than elevation | 1097' or to next competent formation no deeper than elevation | CTS 30% excess Yield =1,18 |
| Coal | " | 11 | u. | M. | | | |
| Intermediate | 9 5/8" | New | J-55 | 36.0 | 2437' or 250' below the fifth sand | 2437' or 250' below the fifth sand | CTS 20% excess Yield = 1.18 |
| Production | 5 1/2" | New | P-110 | 20.0 | 16,325' | 16,325' | 10% excess Yield = 1.27 TOC=200' above 9.625 shoe |
| Tubing | | | | | | | |
| Liners | | | | | | | |

| TYPE | Size (in) | Wellbore Diameter (in) | Wall Thickness (in) | Burst Pressure (psi) | Max. Associated Surface Pressure (psi) | Cement Type | Cement Yield (cu. ft./k) |
|--------------|-----------|---------------------------|---------------------------|----------------------|----------------------------------------|----------------|-------------------------------------------------------|
| Conductor | 20" | 26" | 0.438 | | | Type III | CTS |
| Fresh Water | 13 3/8 " | 17.5" | 0.380 | 2730 | 1200 | Class A | 30% excess Yield =1.18 |
| Coal | | | | | | | |
| Intermediate | 9 5/8" | 12.38 | 0.325 | 3520 | | Class A | 20% excess Yield =1.18 to surface |
| Production | 5 1/2" | 8.75"-8.5" | 0.361 | 12,640 | | Class A | 10% excess Yield = 1.27 TOC=200' above 9.625" shoe |
| Tubing | | | | | | | |
| Liners | | | | | | | |

PACKERS

Ju 5/25/15

| Kind: | |
|-------------|--------------------------------|
| Sizes: | PECEIVED Office of Oil and Gas |
| Depths Set: | MAR 1 6 2015 |

WV Department of 4705101837 Environmental Protection

| WW-6B |
|---------|
| (12/14) |

| API NO. 47- <u>051</u> | |
|------------------------|-----------|
| OPERATOR WELL NO. | MND 1 EHS |
| Well Pad Name: MND | 1 |

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

Drill the vertical depth to the Marcellus at an estimated total vertical depth of approximately 6360 feet. Drill Horizontal leg - stimulate and produce the Marcellus Formation. Set the 13 3/8 to 1097' due to formation issues, but not deeper than elevation. Should we encounter a unanticipated void we will install a minimum of 20' of casing below the void but not more than 100' below the void, set a basket and grout to surface.

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

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

- 21) Total Area to be disturbed, including roads, stockpile area, pits, etc., (acres): 9.0
- 22) Area to be disturbed for well pad only, less access road (acres): 7.6

23) Describe centralizer placement for each casing string:

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

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

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

25) Proposed borehole conditioning procedures:

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

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*Note: Attach additional sheets as needed.

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| | Fresh Water Protetcion String: | Cement Additives | |
|----------------------------|----------------------------------------|---------------------------------|---------------|
| Allied Material Name | Additive (Material) Type | Additive (Material) Description | CAS# |
| CAC (Class A Common) | | Grey powder | 65997-15-1 |
| | | | 10043-52-4 |
| 700 | ************************************** | M/hito flato | 7447-40-7 |
| 001-47 | Accelelatol | Willer, Hand | 7732-18-5 |
| | | | 7647-14-5 |
| CC-CPF (Cellophane Flakes) | Lost Circulation Aid | White and colored flake | Non-Hazardous |
| | | | |

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| SHL SHL SHL SHL SHL STATE STAT | MND-01E MND-01E MND-01E MUD Air or 8.0 SOBM | M N 40 | TOP 40 40 687 1097 1097 1908 2024 2137 | s sing ling ling ling ling ling ling ling l | GEOLOGY GEOLOGY GEOLOGY Conductor Conductor Conductor Surface Casing 1st Salt Sand Big Lime Big Lime Big Injun Price Formation | On 1152' 145 M HOLE CASING GEOLOG 26 20" 94# Conducto FW Show 17 1/2 13-3/8" 54.5# FW Show 17 1/2 1-55 BTC Surface Cas Big Lime 9-5/8" 36# Big Injun 12 3/8 9-5/8" 36# Big Injun 12 3/8 9-5/8" 36# Big Injun |
|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------|-----------------------------|----------------------------------------|---------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| | Air or 8.0 SOBM | Air or 8.0 SOBM | | 2437 3485 5085 5172 5754 | y 3439 3485 y 3439 3485 4990 5085 ik 5085 5172 6172 6754 | 2437 2437 3439 3485 4990 5085 5085 5172 6172 6754 |
| 1 | | | 6075 6147 6170 | | 6075 6147 6170 | Angola 5172 5754 Rheinstreet 5754 6075 Cashaqua 6075 6147 |
| <u> </u> | ģ g ≥ | 12.0ppg- 12.5ppg SOBM | ТТ | 6231 | 6170 6231 | 6170 6231 |
| 10% Excess Yield=1,27 | | <u> </u> | 6256 556 | Т | 6256 | Burkett 6231 6256 Tully Limestone 6256 6280 |
| TOC >= 200' | | _ | 6315 | + | 6280 | 6280 |
| āp | | | + | 6370 | 6315 6370 | 6315 6370 |
| de es | - 6c | 12.0ppg- 12.5ppg | 6360 12.5pp | 0989 | 16325 6360 | 16325 6360 |
| | Σ | SOBM | SOB | SOB | | 6370 |
| Υ | | × | Υ. | × | , Y | |
| | /2020 / | ng String RTC | emented Long String | 5 Hole - Cemented Long String | 8.75 / 8.5 Hole - Cemented Long String 5-1/2" 20# HCP-110 TXP BTC | 8.75 / 8.5 Hole - Cemented Long String |

| API Number 47 - | 051 | |
|-----------------|----------|-----------|
| Operator's | Well No. | MND 1 EHS |

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

4705101837

FLUIDS/ CUTTINGS DISPOSAL & RECLAMATION PLAN

| Operator Name Noble Energy, Inc. OP Code 494501907 |
|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Watershed (HUC 10) Short Creek - Ohio River (HUC 10) Quadrangle Powhatan Point |
| Do you anticipate using more than 5,000 bbls of water to complete the proposed well work? Yes No Will a pit be used? Yes No |
| If so, please describe anticipated pit waste: |
| Will a synthetic liner be used in the pit? Yes No If so, what ml.? |
| Proposed Disposal Method For Treated Pit Wastes: |
| Land Application Underground Injection (UIC Permit NumberPlease see attached sheet Reuse (at API NumberTBD - At next anticipated well. Off Site Disposal (Supply form WW-9 for disposal location) Other (Explain |
| Will closed loop system be used? If so, describe: Yes |
| Drilling medium anticipated for this well (vertical and horizontal)? Air, freshwater, oil based, etc. Air thru coal string, then SOBM |
| -If oil based, what type? Synthetic, petroleum, etc. Synthetic |
| Additives to be used in drilling medium? Calcium Chlonde Powder, Carbo Tec, Carbo Gal2, Carbo Tec S, Ecco-Block, Lime, Mill-Carb TM, Mil-Clean, Mil-Seal, Next base eC, Next Drill, Next Hold, Next Mul. Orrent Cole, Mill Bar, Next Mull HT, Soda Ash, Potassium Chloride |
| Drill cuttings disposal method? Leave in pit, landfill, removed offsite, etc. Landfills |
| -If left in pit and plan to solidify what medium will be used? (cement, lime, sawdust) |
| -Landfill or offsite name/permit number? Please see attached |
| Permittee shall provide written notice to the Office of Oil and Gas of any load of drill cuttings or associated waste rejected at any West Virginia solid waste facility. The notice shall be provided within 24 hours of rejection and the permittee shall also disclose where it was properly disposed. |
| I certify that I understand and agree to the terms and conditions of the GENERAL WATER POLLUTION PERMIT issued on August 1, 2005, by the Office of Oil and Gas of the West Virginia Department of Environmental Protection. I understand that the provisions of the permit are enforceable by law. Violations of any term or condition of the general permit and/or other applicable law or regulation can lead to enforcement action. I certify under penalty of law that I have personally examined and am familiar with the information submitted on this application form and all attachments thereto and that, based on my inquiry of those individuals immediately responsible for obtaining the information, I believe that the information is true, accurate, and complete. I am aware that there are significant penalties for submitting false information, including the possibility of fine or imprisonment. |
| Company Official Signature Will Dwigw |
| Company Official (Typed Name) Dee Swiger RECEIVED |
| Company Official Title Regulatory Analyst III Office of Oil and Gas |
| Subscribed and sworn before me this 25th day of February, Commonwealth of Pennsylvania Notary, Phasics expires July 7, 2018 My commission expires 07/07/2018 MAR 1 6 2015 COMMONWEALTH OF PENNSYLVANIA SEALS NOTARIAL SEALS WV Depracional Seals Notary, Phasics expires July 7, 2018 REHBER, PENNSYLVANIA ASSOCIATION OF HOTARIES |

Field Reviewed?

| Noble Energy, Inc. | | | |
|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------|-------------------|----------------|
| Proposed Revegetation Treatment: Acres Disturbe | 9.0 | Prevegetation pH | I |
| Lime Tons/acre or to end to the second secon | correct to pH 6.0 | | 05101837 |
| Fertilizer amount 500 | lbs/acre | 4 / | 0310 |
| Mulch | Tons/acre | | |
| | Seed Mixtures | | |
| Temporary | | Perma | nent |
| Seed Type lbs/acre Tall Fescue 40 | Tall Fes | Seed Type SCUE | lbs/acre 40 |
| Ladino Clover 5 | Ladino (| Clover | 5 |
| **See site plans for full list | **See site plans f | or full list | - |
| Photocopied section of involved 7.5' topographic s | heet. | | |
| Plan Approved by: James Tirk | Inlan | | |
| Comments: Pre Seed and mulch all cut area, maintain all E 8 | S during operation. | | |
| | | | |
| | | | |
| | | | <u>_</u> |
| | | | |
| | | | |
| | | | |
| Title: Oil & Gas lugar | Date: | 125/15 | - |

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:

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

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

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

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

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

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

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

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

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

Brooke County Landfill Permit # SWF-103-97 / WV 0109029 Rd 2 Box 410 Colliers, WV 26035 304-748-0014 RECEIVED
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Wetzel County Landfill Permit # SWF-1021-97 / WV 0109185 Rt 1 Box 156A New Martinsville, WV 26035 304-455-3800

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

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

Water Haul off Companies:

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

Disposal Locations:

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

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

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

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



Site Safety Plan
Noble Energy, Inc.
MND 1 Well Pad
1100 Kansas Ridge Rd
Moundsville, WV
February 2015: Version 1

EHS

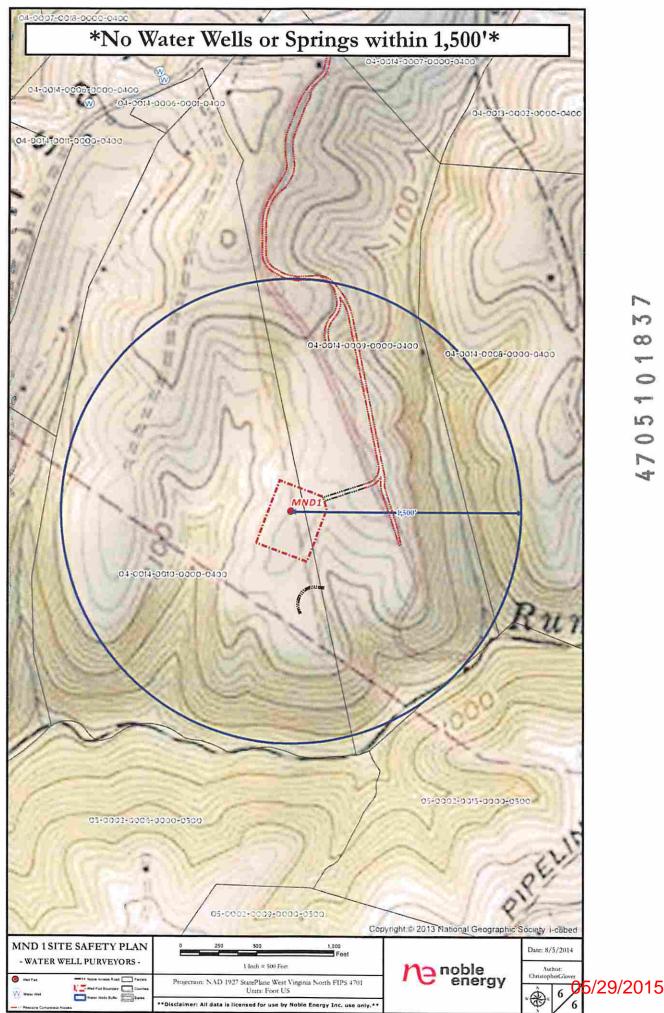
For Submission to
West Virginia Department of Environmental Protection,
Office of Oil and Gas

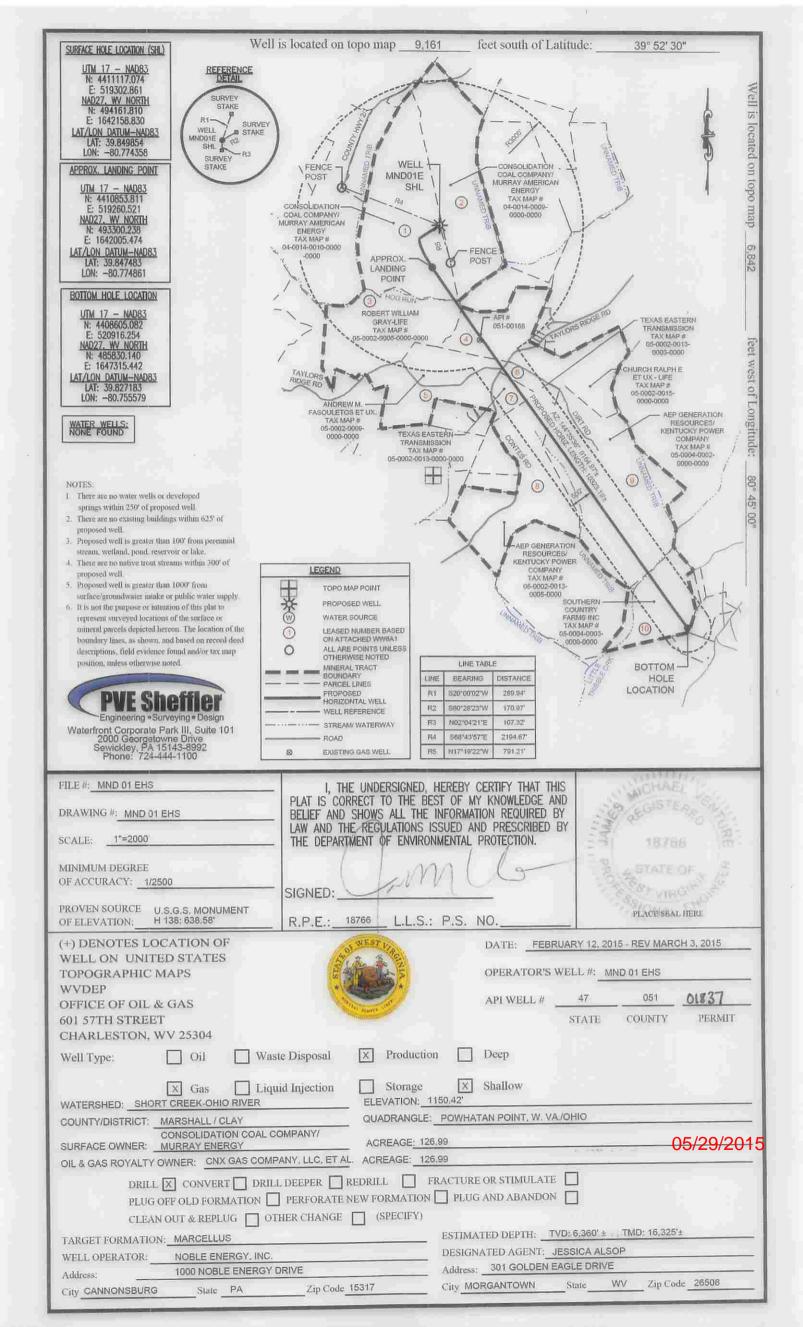
Noble Energy, Inc.
Appalachia Offices
1000 Noble Energy Drive
Canonsburg, PA 15317-9504

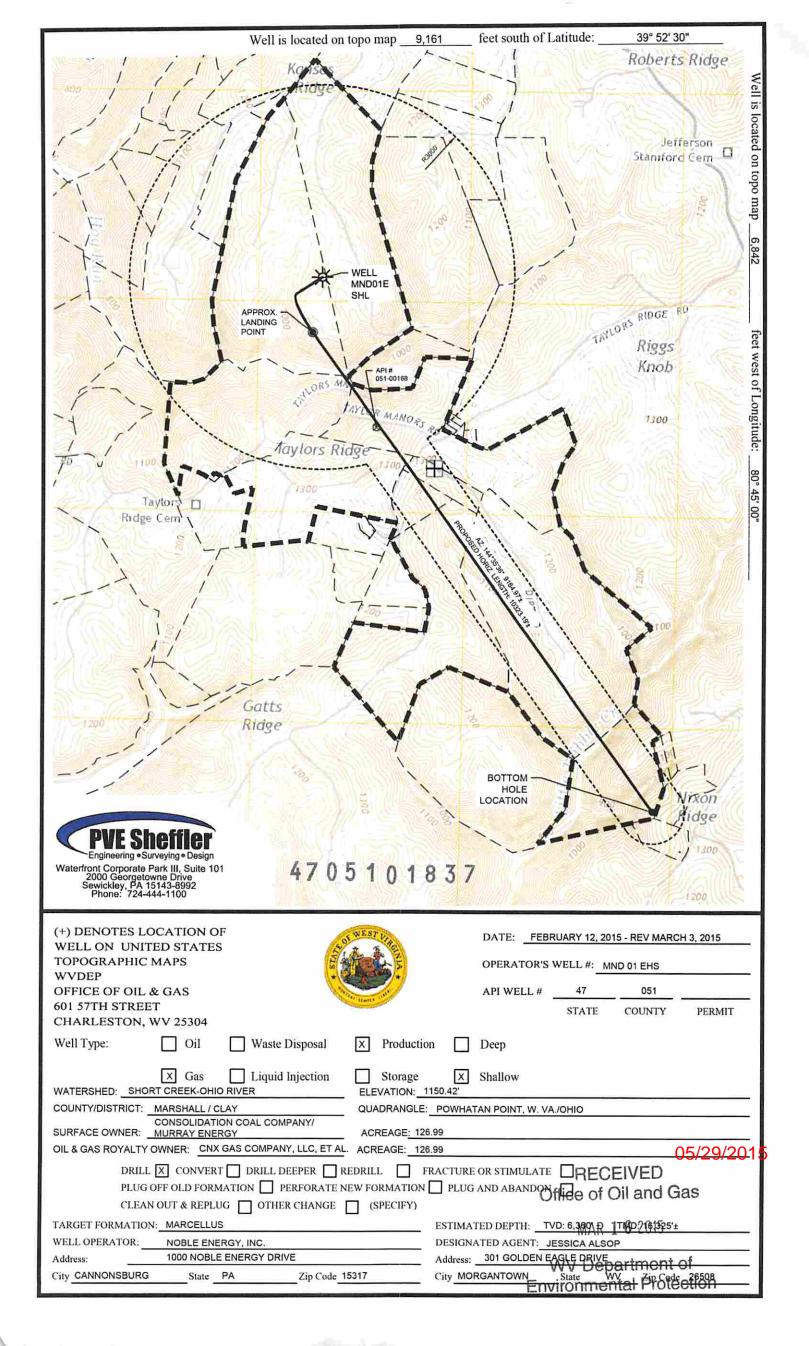
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| (5 | (13) | |

| Operator's Well No. | MND 01 EHS |
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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 –

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

| Lease Name of Number | Grantor, Lessor, etc. | Grantee, Lessee, etc. | Royalty | Book/Page |
|-------------------------|-----------------------------------|-----------------------|------------------|-----------|
| 1.) 623175 | Consolidation Coal Company, et al | CNX Gas Company, LLC | 100% Fee Mineral | 646-493 |
| | CNX Gas Company, LLC | Noble Energy, Inc. | 50% Fee Mineral | 752-66 |
| 2.) 623177 | Consolidation Coal Company, et al | CNX Gas Company, LLC | 100% Fee Mineral | 646-493 |
| | CNX Gas Company, LLC | Noble Energy, Inc. | 50% Fee Mineral | 752-66 |

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

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

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

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

Well Operator:

By:

Its:

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05/29/2015

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MND 01 EHS

| 18% 801-79 | 18% | Noble Energy, Inc. | Southern Country Farms | Q07617000 | 10) 5-4-3 |
|-------------------------|---------|-----------------------------------------------------------------------------------|-----------------------------------------------------------------------------------|------------|-------------|
| 20% 829-157 | 20% | Noble Energy, Inc. | AEP Generation Resources Inc.& Kentucky Power Company | Q08344200 | 9) 5-4-2 |
| 20% 829-157 | 20% | Noble Energy, Inc. | AEP Generation Resources Inc.& Kentucky Power Company | Q08344200 | 8) 5-2-13.5 |
| 859-510 | 18% | Noble Energy, Inc. | Texas Eastern Transmission | N/A | 7) 5-2-13 |
| 18% 859 -510 | 18% | Noble Energy, Inc. | Texas Eastern Transmission | N/A | 6) 5-2-13.3 |
| 18.50% 802-277 | 18.50% | Noble Energy, Inc. | Tena Marie Sticklin | Q076662003 | |
| 18.50% 802-280 | 18.50% | Noble Energy, Inc. | Michael Andrew Fasouletos | Q076662002 | 5) 5-2-9 |
| 18.50% 802-283 | 18.50% | Noble Energy, Inc. | Andrew M. Fasouletos, et ux | Q076662001 | |
| 16.50% 29-157 32-177 | 16.50% | Atinum Marcellus I, LLC (50% WI) Noble Energy, Inc. (50%) CNX Gas Company (50%) | Gastar Exploration USA, Inc. Gastar Exploration USA, Inc. Atinum Marcellus I, LLC | N/A | 4) 5-2-15 |
| 792-97 | | Gastar Exploration USA, Inc. | Ralph E. Church, et ux, et al | | |
| 31-59 | 16% | Noble Energy, Inc (50%) CNX Gas Company (50%) | Chevron U.S.A. Inc. | N/A | 3) 5-2-6 |
| 772-9 | | Chevron U.S.A. Inc. | Robert W. Gray, Jr., et al | | |
| BOOK/PAGE | ROYALTY | LESSEE/ASSIGNEE | LESSOR/ASSIGNOR | LEASE NO. | ITEM NO. |

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Jan Pest HARDHALL County 10:22:36 AH Instrument No 1314757 Date Recorded 12/05/2011 Document Type DEED Pages Recorded 28 Book-Page Recording Fee \$34.00 Transfer Tax \$144,084.60 Additional \$27,00

MINERAL INTEREST DEED

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

RECITALS

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

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

ARTICLEI DEFINED TERMS

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

ARTICLE II GRANT OF CONVEYED INTERESTS

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

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- (a) an undivided 50% of all of Grantor's right, title and interest in and to the following assets and properties:
- (i) the oil and gas and mineral fee interests more particularly described in <u>Exhibit A</u>, insofar and only insofar as such oil and gas and mineral fee interests cover depths within the Marcellus Formation (such 50% of Grantor's interest in such oil and gas and mineral fee interests as so limited, collectively, the "Mineral Interests");
- (ii) all oil and gas wells drilled on the Mineral Interests or the Units insofar and only insofar as such wells are producing from, or have been drilled to produce from, those depths within the Marcellus Formation, including the oil and gas wells listed on <u>Bachibit B</u> (to the extent drilled on the Mineral Interests or Units and producing from or drilled to produce from such formation) (such 50% of Grantor's interest in such wells as so limited, the "Marcellus Wells"), and all fresh water wells, injection wells, salt water disposal wells and other wells of every nature and kind located on the Mineral Interests or the Units, in each case, to the extent that they are primarily used in connection with the Marcellus Wells, the Mineral Interests or the Units (such 50% of Grantor's interest in such wells as so limited, collectively with the Marcellus Wells, the "Wells");
- (iii) all interests in pools or units which include all or a part of any Mineral Interests insofar and only insofar as such pools or units cover depths within the Marcellus Formation and pertain to the Mineral Interests (such 50% of Grantor's interest in such pools and units as so limited, the "Units");
- (iv) to the extent they may be assigned (after exercising commercially reasonable efforts to obtain any and all relevant consents), all permits, licenses, servitudes, easements, rights-of-way, surface use agreements, water access and water use agreements and other similar surface use or water rights, in each case, to the extent primarily used in connection with the ownership or operation of the Mineral Interests, Units and Wells, including those set forth in Exhibit C (such 50% of Grantor's interest in the foregoing, collectively, the "Rights-Of-Way" and the Mineral Interests, Units, Wells and Rights-Of-Way being collectively referred to hereinafter as the "Properties");
- (v) all equipment, machinery, fixtures and other personal property, operational or nonoperational in each case, to the extent primarily used in connection with the Properties or the other Conveyed Interests, including well equipment, easing, tubing, pumps, motors, machinery, platforms, rods, tanks, boilers, fixtures, manifolds, structures, materials and other items primarily used or held for use in the operation of the Properties (such 50% of Grantor's interest in such properties, the "Personal Property"); and
- (vi) all Hydrocarbons produced from or allocated to the Mineral interests, Marcellus Wells or Units on and after the Effective Time; and

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- (b) all of Grantor's right, title and interest in and to the following assets and properties to the extent, and only to the extent, that such assets and properties relate to the interests described in Section 2.1(a):
- (i) to the extent assignable, all Applicable Contracts and all rights thereunder:
 - (ii) all Well Imbalances relating to the Conveyed Interests:
- (iii) copies (in digital form, if available) of the following, to the extent (A) in Grantor's or its Affiliates' possession or (B) to which Grantor has the right but are in the possession of a Third Party: (1) land and title records (including abstracts of title, title opinions (including fitle opinions that cover both the Marcellus Formation and other formations) and title carative documents), (2) contract files, (3) correspondence, (4) maps, operations, environmental, production and accounting records, (5) facility and engineering/well files, (6) division order files (including division and interest statements), (7) engineering and/or production files, (8) environmental files, (9) permitting files and (10) geological data, but excluding any of the foregoing items that are primarily used in connection with the ownership or operation of the Excluded Assets; and
- (iv) to the extent assignable without payment of fees or other penalties, unless Grantor agrees to and does pay such fees and penalties, the geophysical data and other seismic and related technical data and information listed on <u>Schedule 2.1</u> to the Acquisition Agreement.
- 2.2 Easement. Subject to the terms and conditions of this Deed, Grantor does hereby assign, transfer and convey to Grantee a non-exclusive subsurface well bore easement through Grantor's Shallow Depths for the purposes of accessing, exploring, developing and producing Hydrocarbons from the Marcellus Formation to the extent relating to the Conveyed Interests provided that such easement shall not permit the production of Hydrocarbons from the Shallow Depths or perforations, open hole completions, fracture operations or other stimulation operations in the Shallow Depths (the "Subsurface Access Easement").
- TO HAVE AND TO HOLD the Conveyed Interests and the Subsurface Access Easement unto Grantee, its successors and assigns, forever, subject, however, to all the terms and conditions of this Deed, including, without limitation, <u>Article III</u>.
- 2.3 Excluded Assets and Reservation. The Conveyed Interests and the Subsurface Access Easement shall not include, and Grantor hereby reserves and retains, the Excluded Assets. Additionally, the Conveyed Interests covered by this Deed shall not include any of the Leases any of the assets covered by the Assignment, to the extent said Leases and assets are assigned to Grantee by the Assignment. Grantor and Grantee acknowledge and agree that the

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

ARTICLE III SPECIAL WARRANTY; DISCLAIMERS; CERTAIN DEFINITIONS

- 3.1 Special Warranty. Grantor hereby binds itself, its successors and assigns subject, however, to the Permitted Encumbrances, to warrant and forever defend all and singular title to the Marcellus Wells and Mineral interests and the Subsurface Access Easement from and after April 30, 2010 to the date hereof for claims arising by, through or under Grantor, but not otherwise.
- 3.2 Subrogation. Grantor hereby assigns to Grantee all rights, claims and causes of action under title warranties given or made by Grantor's predecessors in interest (other than any Affiliates of Grantor) with respect to the Conveyed Interests, and Grantee is specifically subrogated to all rights which Grantor may have against such predecessors in interest with respect to the Conveyed Interests, to the extent Grantor may legally transfer such rights and grant such subrogation.

3.3 Disclaimers and Subrogation of Warranties and Representations.

- (a) EXCEPT AS AND TO THE LIMITED EXTENT EXPRESSLY SET FORTH IN SECTION 3.1 OF THIS DEED AND IN ARTICLE VII OF THE ACQUISITION AGREEMENT, (I) GRANTOR MAKES NO REPRESENTATIONS OR WARRANTIES, EXPRESS, STATUTORY OR IMPLIED, AND (II) GRANTOR EXPRESSLY DISCLAIMS ALL LIABILITY AND RESPONSIBILITY FOR ANY REPRESENTATION, WARRANTY, STATEMENT OR INFORMATION MADE OR COMMUNICATED (ORALLY OR IN WRITING) TO GRANTEE OR ANY OF ITS AFFILIATES, EMPLOYEES, AGENTS, CONSULTANTS OR REPRESENTATIVES (INCLUDING ANY OPINION, INFORMATION, PROJECTION OR ADVICE THAT MAY HAVE BEEN PROVIDED TO GRANTEE BY A MEMBER OF THE GRANTOR INDEMNIFIED PARTIES).
- (b) EXCEPT AS AND TO THE LIMITED EXTENT EXPRESSLY SET FORTH IN SECTION 3.1 OF THIS DEED AND ARTICLE VII OF THE ACQUISITION AGREEMENT, AND WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, GRANTOR EXPRESSLY DISCLAIMS ANY REPRESENTATION OR WARRANTY, EXPRESS, STATUTORY OR IMPLIED, BY ANY MEMBER OF THE GRANTOR INDEMNIFIED PARTIES, AS TO (I) TITLE TO ANY OF THE CONVEYED INTERESTS AND THE SUBSURFACE ACCESS EASEMENT, (II) THE CONTENTS, CHARACTER OR NATURE OF ANY REPORT OF ANY PETROLEUM ENGINEERING CONSULTANT, OR

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

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

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

- GRANTOR AND GRANTEE AGREE THAT, TO THE EXTENT REQUIRED BY APPLICABLE LAW TO BE EFFECTIVE, THE DISCLAIMERS OF CERTAIN REPRESENTATIONS AND WARRANTIES CONTAINED IN THIS SECTION 3.3 ARE "CONSPICUOUS" DISCLAIMERS FOR THE PURPOSE OF ANY APPLICABLE LAW.
- Certain Definitions. The following terms, as used herein, have the meanings set 3.4 forth below:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

"Imbalances" means all Well Imbalances and Pipeline Imbalances.

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

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

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

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

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

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

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

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

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

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

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

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

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

ARTICLE IV ASSUMED OBLIGATIONS

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

ARTICLE V MISCELLANEOUS

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

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

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

- Governing Law; Jurisdiction; Venue; Jury Waiver. EXCEPT TO THE EXTENT THE LAWS OF ANOTHER JURISDICTION WILL, UNDER CONFLICT OF LAWS PRINCIPLES, GOVERN TRANSFERS OF THE CONVEYED INTERESTS OR THE SUBSURFACE ACCESS EASEMENT LOCATED IN SUCH OTHER JURISDICTION. THIS DEED AND THE LEGAL RELATIONS AMONG GRANTOR AND GRANTEE SHALL BE GOVERNED AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF TEXAS. EACH OF GRANTOR AND GRANTEE CONSENT TO THE EXERCISE OF JURISDICTION IN PERSONAM BY THE UNITED STATES FEDERAL DISTRICT COURTS LOCATED IN THE STATE OF PENNSYLVANIA FOR ANY ACTION ARISING OUT OF THIS DEED OR ANY TRANSACTION CONTEMPLATED HEREBY. ALL ACTIONS OR PROCEEDINGS WITH RESPECT TO, ARISING DIRECTLY OR INDIRECTLY IN CONNECTION WITH, OUT OF, RELATED TO, OR FROM THIS DEED OR ANY TRANSACTION CONTEMPLATED HEREBY SHALL BE EXCLUSIVELY LITIGATED IN THE UNITED STATES FEDERAL DISTRICT COURTS HAVING SITES IN PITTSBURGH, PENNSYLVANIA (AND ALL APPELLATE COURTS HAVING JURISDICTION THEREOVER). EACH OF GRANTOR AND GRANTEE WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY ACTION, SUIT OR PROCEEDING ARISING OUT OF OR RELATING TO THIS DEED OR ANY TRANSACTION CONTEMPLATED HEREBY.
- 5.4 Successors and Assigns. This Deed shall bind and inure to the benefit of the parties hereto and their respective successors and assigns.
- 5.5 Counterparts. This Deed may be executed in any number of counterparts, and each such counterpart hereof shall be deemed to be an original instrument, but all of such counterparts shall constitute for all purposes one agreement. To facilitate recordation, there are omitted from the Exhibits to this Deed in certain counterparts descriptions of the Conveyed Interests and/or the Subsurface Access Easement located in recording jurisdictions other than the jurisdiction in which the counterpart is to be filed or recorded.
- 5.6 DECLARATION OF CONSIDERATION OR VALUE. Grantor hereby declares that the total consideration paid for that portion of the Mineral Interests hereby conveyed that is (a) real property and (b) subject to the West Virginia excise tax on the privilege of transferring teal property is \$32,746,391.01.
- CERTIFICATION OF EXEMPTION FROM WITHHOLDING, The undersigned Grantor hereby certifies, under penalty of perjury, that it is a Virginia limited liability company authorized to do business in the State of West Virginia, and is therefore

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

[Signature pages follow]

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IN WITNESS WHEREOF, this Deed has been executed by the parties hereto as of September 22, 2011, but is effective for all purposes as of the Effective Time.

GRANTOR:

CNX GAS COMPANY

Stephen W. Johnson Vice President and Secretary

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GRANTEE:

NOBLE ENERGY, INC.

Shawn E. Conner Vice President

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SIGNATURE PAGE TO MINERAL INTEREST DEED

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ACKNOWLEDGMENTS

| STATE OF TEXAS, COUNTY OF HARRIS, TO-WIT: |
|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| I, the undersigned a notery public of the said county, do hereby certify that on this address of september 2011, before me personally appeared Stephen W. Johnson , who acknowledged himself to be the officer, being so anthorized to do so, executed the foregoing instrument for the purposes therein contained, by signing the name of the company by himself as said officer. |
| IN WITNESS WHEREOF, I hereunto set my hand and official seal. |
| My commission expires: 4-12-26:2. (Notarial Seal) LATARSHA B. STERLING & NOTARY PUBLIC STATE OF TEXAS COMM. EXPRES 04-18-2012 |
| STATE OF TEXAS, COUNTY OF HARRIS, TO-WIT: |
| I, the undersigned, a notary public of the said county, do hereby certify that on this 29 of 2011, before me personally appeared Shawn E. Conner, who acknowledged himself to be the Vice President of NOBLE ENERGY, INC., and that he as such officer, being so authorized to do so, executed the foregoing insurument for the purposes therein contained, by signing the name of the company by himself as said officer. |
| IN WITNESS WHERBOF, I hereunto set my hand and official seal. Notary Public STEPHANIE PINA STEPHANIE PINA Notary Public, Sate of Texas 9 My Commission expires: My Commission expires: (Notarial Seal) |
| This document was prenated by: C. Randall King, Esq., Porter & Hedges LLP, 1000 Main Street, 36th Floor, Houston, Texas 77002 |

ACKNOWLEDGMENTS

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Doby, Harry E
Bottome, Paul E &
Marguerite D
Hubbs, Kermik Reed Utter, James & Mary Doty, Parker L Norma Jea Goodrich, Clarence B Gaadhth, Rabert A & & Etsie
Knox, Vernom &
Dessle
Eller, Bernell &
Florence
Rine, James C &
Clarice E Sims, Clara J; Sims, Roy B 2012 eferensa A 623236 623176 623177 623217 623238 623346 623349 623352 623344 623348 623351 623353 623354 623347

Page 4 of 9

EXHIBIT A MINERAL INTERESTS Marshall County, wy

MIG 752 NEO091

EXHIBIT D

EXCLUDED ASSETS

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

'2-90-'1:20:50 :Vacsaall County Clark

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

EXHIBIT D-1

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

EXHIBIT D-2

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

EXHIBIT D-3

STATE OF WEST VIRGINIA, MARSHALL COUNTY, SCT.:

I, JAN PEST, Clerk of the County Commission of said County, do hereby certify that the annexed writing, bearing date on the . All day of Motion and day of Motio above certificate as to the parties therein named this 5th day of December 2011 at 10:32 o'clock AM

CPS BM 1041

MEMORANDUM OF LEASE

FEBRUARY

This MEMORANDUM OF LEASE, dated this 9 24 day of December, 2016 is utilized to indicate the existence of a PAID-UP OIL AND GAS LEASE (hereinafter, "Lease") of even date herewith, by and between _____ Texas Eastern Transmission, LP, a Delaware partnership, whose address is 5400 Westheimer Court, Houston, TX 77056 (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").

of

County

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, gus, 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 Franklin,

Marshall, State of West Virginia, generally bounded now or formerly as follows:

| On the North by: | Ralph E. Church, et ux | | |
|---------------------------------------------------------|------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------|
| On the East by: | Wayne Ralph Chaplin, et ux | | |
| On the South by: | AEP Generation Resources Inc. and Kentuc | ky Power Company | |
| On the West by: | Andrew M. Fasouletos, et ux | | |
| Deed Book 625, I stipulated to contai Premises"). | Pages 196 and 96, said land being identified n, for the purpose of calculating payments, 20 | ent recorded in the Office of Clerk of the County Com for tax purposes as TM2, Parcel 13 and 13.3 on this .896_(Twenty and 896/1000) acres, more or less | s date, and (" <u>Leased</u> |
| This Mer shall not be conside | morandum of Lease has been executed for the ered in any way a modification or alteration of | e purpose of providing notice of the existence of the the Lease. | Lease and |
| WITNESS: | 355 | LESSOR Texas Eastern Transmission, LP, a Delaware partners By: Spectra Energy Transmission Services, LLC Its General Partner | ship |
| Printed Name: | COOMESIA L. CLAKKE | Printed Name: Thomas V. Weden Jr. Its: Vire President-Field Operations Address: 5400 Westherner 14 | |
| WITNESS | | Houston, TX 77056 | |
| Printed Name | | Printed Name:Address: | |
| WITNESS: | | | |
| Printed Name: | | Printed Name: | |
| WITNESS: | | | |
| Printed Name: | | Printed Name:Address: | |
| WITNESS | | LESSEE O | RECEIVED ffice of Oil and Gas |
| | , | By hulllen | MAR 1 6 2015 |
| MEMORANDUM OF LE | EASE - NOBLE PAID UP - WV - 2013,07.01 | Mark A Acres, Attorney W Environ | V Départment of primental Protection 05/29/2015 |

| Printed Name: | Mark A. | ACREE. | Attorney-In-Fact |
|---------------|---------|--------|------------------|
| | | | |

RECEIVED Office of Oil and Gas

MAR 1 6 2015

INDIVIDUAL ACKNOWLEDGMENT

| COMMONWEALTH/STATE OF | .9 .K |
|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| COUNTY OF | š |
| The foregoing instrument was acknowledged before me this, 20, by | s day of |
| My Commission expires: | |
| (Seal) | Printed Name:Notary Public |
| STATE OF TEXAS \$ \$ COUNTY OF HARRIS \$ | |
| On this Of Feb., 20 before me, the undersigned Of me as the Vice President of SPECTRA ENERGY TRANSMISSION which is the general partner of TEXAS EASTERN TRANSMISSION officer, being authorized to do so, executed the foregoing instrument the company by himself as such officer. | J. L.P. a Delaware limited partnership, and that he as such |
| IN WITNESS WHEREOF, I hereunder set my hand and of | ficial seal. |
| 2 | Noglity Public of the State of Texass Mr commission expires: |
| CORPORATE ACKNO | WLEDGMENT YOLANDA M. GARZA MY COMMISSION EXPIRES |
| COMMONWEALTH OF PENNSYLVANIA \$ | November 4, 2018 |
| COUNTY OF WASHINGTON § | |
| On this | . 2015. before me, the undersigned officer, personally GY, INC., a Delaware corporation, personally known to me and acknowledged to me that he executed the same for the |
| In witness thereof, I hereunto set my hand and affixed my of | official seal. |
| My Commission Expires: | Notary Public |
| COMMONWEALTH OF PENNSY LYGALA Notarel Seal Jill A. Morrow, Notary Public Cecl Trip., Washington County My Commission Expires Jan. 9, 2017 RELIER, PERIFFE AND A SSOCIATION OF HOTARIES | Notary Public |

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

RECEIVED
Office of Oil and Gas

MAR 1 6 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 dswiger@nobleenergyinc.com or 724-820-3061.

Sincerely,

Dee Swiger

Regulatory Analyst III

DS/

Enclosures:

RECEIVED Office of Oil and Gas

MAR 1 6 2015

WV Department of Environmental 05/25/2015

Date of Notice Certification: 3/9/15

the return receipt card or other postal receipt for certified mailing.

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

API No. 47- 051

Operator's Well No. MND 1 EHS Well Pad Name: MND 1

| Notice has been given: | 22.64 sha Owanston has musicided sha mare | mind newice with the Netice Power I | د ــــــــــــــــــــــــــــــــــــ |
|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------|
| Pursuant to the provisions in West Virginia Code § below for the tract of land as follows: | 22-6A, the Operator has provided the req | jurred parties with the Notice Forms in | istea |
| State: West Virginia | Easting: | 519302.861 | |
| County: Marshall | UTM NAD 83 Pasting. Northing: | 441117.075 | |
| District: Clay | Public Road Access: | County Highway 88/8 | |
| Quadrangle: Powhatan Point | Generally used farm name: | Consol (Now owned by Murray American Energy DBA Consolida | ation Coal |
| Watershed: Short Creek - Ohio River (HUC 10) | Generally used farm hame. | Control Control Symbol | |
| Pursuant to West Virginia Code § 22-6A-7(b), a prescribed by the secretary, shall be verified and shit has provided the owners of the surface describinformation required by subsections (b) and (c), see of giving the surface owner notice of entry to surrequirements of subsection (b), section sixteen of Virginia Code § 22-6A-11(b), the applicant shall te of this article have been completed by the applicant | nall contain the following information: (14 ed in subdivisions (1), (2) and (4), subsection sixteen of this article; (ii) that the receivey pursuant to subsection (a), section to this article were waived in writing by the the proof of and certify to the secretary | 4) A certification from the operator the section (b), section ten of this article quirement was deemed satisfied as a real ten of this article six-a; or (iii) the next the surface owner; and Pursuant to | nat (i) e, the result notice West |
| Pursuant to West Virginia Code § 22-6A, the Operator has properly served the required | | ertification OOG OFFICE USE | |
| *PLEASE CHECK ALL THAT APPLY | | ONLY | |
| ☐ 1. NOTICE OF SEISMIC ACTIVITY or | ■ NOTICE NOT REQUIRED BECAUSEISMIC ACTIVITY WAS CONDUCT | - 10001, 20, | D |
| 2. NOTICE OF ENTRY FOR PLAT SURV | EY or D NO PLAT SURVEY WAS CO | ONDUCTED RECEIVED | |
| ☐ 3. NOTICE OF INTENT TO DRILL or | ■ NOTICE NOT REQUIRED BECAUNOTICE OF ENTRY FOR PLAT SURVIVAS CONDUCTED or | | D |
| | WRITTEN WAIVER BY SURFACE (PLEASE ATTACH) | CE OWNER | |
| 4. NOTICE OF PLANNED OPERATION | | □ RECEIVED | |
| 5. PUBLIC NOTICE | | RECEIVED | |
| ■ 6. NOTICE OF APPLICATION | | ☐ RECEIVED | |
| Required Attachments: The Operator shall attach to this Notice Certificati the required parties and/or any associated written w Advertisement with publication date verification | vaivers. For the Public Notice, the operato | or shall attach & Copy of the charge the | egal |

Certifications of Notice shall serve as proof that the required parties have been noticed as required under West Africaints 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, WV Department of Environmental Protection 05/29/2015

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.

Address:

Well Operator: Noble Energy, Inc.

By: Dee Swiger Well Suiger

Its: Regulatory Analyst III

Canonsburg, PA 15317
Facsimile: 724-416-5248

Telephone: 724-820-3061

Email: dee.swiger@nblenergy.com

1000 Noble Energy Drive

COMMONWEALTHODERPENNSYLVANIA

NOTARIAL SEAL
Regina Logue, Notary Public
New Sewickley Twp., Beaver County
My Commission Expires July 7, 2018

My Commission Expires July 7, 2018
MEMBER, PENNSYLVANIA ASSOCIATION OF NOTARIES

Subscribed and sworn before me this 25th day of February

Notary Public

My Commission Expires 07/07/2018

Oil and Gas Privacy Notice:

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

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RECEIVED
Office of Oil and Gas

MAR 1 6 2015

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

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

Notice Time Requirement: notice shall be provided no later than the filing date of permit application. Date of Notice: 3/9/15 Date Permit Application Filed: 3/10/15 4705101837 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: ☑ SURFACE OWNER(s) ☑ COAL OWNER OR LESSEE Name: Murray Energy Corporation / Jason Witt Name: Consol Mining Company / Ryan Arp Address: 46226 National Road Address: 1000 Consol Energy Drive Saint Clairsville, OH 43950 Canonsburg, PA 15317 Name: M COAL OPERATOR Address: Name: Consolidation Coal Company (Alex O'Neill) Address: 46226 National Road ☑ SURFACE OWNER(s) (Road and/or Other Disturbance) Saint Clairsville, OH 43950 Name: Wendell B. & Caroyln S. Rine SURFACE OWNER OF WATER WELECEIVED AND/OR WATER PURVEYOR Office of Oil and Gas Address: 918 Kansas Ridge Lane Moundsville, WV 26041 Name: No water purveyors with in 1500' Name: Address: Address: OPERATOR OF ANY NATURAL CAS STORAGE FIELD Name: Name: ______Environmental Protection ______05/29/2015 ☐ SURFACE OWNER(s) (Impoundments or Pits) Name: Address:

*Please attach additional forms if necessary

API NO. 47-051 -

OPERATOR WELL NO. ___

47 0 5 1 0 1 8 3 7 Well Pad Name: MND 1

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, tacilities or practices to be employed during well site construction, drilling and operations to protect the waters of the state. A waiver, if grantett, state the state is a waiver, if grantett, state the state is a state of the state. 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 Wate MAR 106 120 1504 permit or other approval from the United States Army Corps of Engineers within any waters of the state or within the restricted areas referenced in this section. (d) The well location restrictions set forth in this section shall not apply to any well on Whall be prefined fathers one of the wells was permitted prior to the effective date of this article. (e) The secretary shall, where the legislature on the noise, light, dust and volatile organic compounds generated by the drilling of horizontal wells as they report to the well location restrictions regarding occupied dwelling structures pursuant to this section. Upon a finding, if any, by the secretary that the well location restrictions regarding occupied dwelling structures are inadequate or otherwise require alteration to address the items

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

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:

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

Water Testing Laboratories:

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

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

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

Written Comment:

Pursuant to West Virginia Code § 22-6A-11(a), all persons described in subsection (b), section ten of this article may file written comments with the secretary as to the location or construction of the applicant's proposed well work within thirty days after the application is filed with the secretary. All persons described in West Virginia Code § 22-6A-10(b) may file who Exist as to the 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 (304) 926-0450

MAR 1 6 2015

WV Department of

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

API NO. 47-051

OPERATOR WELL NO. MND 1 EHS

Well Pad Name: MND 1

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.

4705101837

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

Notice is hereby given by:

Well Operator: Noble Energy, Inc. Telephone: 724-820-3061

Email: dee.swiger@nblenergy.com

Address: 1000 Noble Energy Drive

Canonsburg, PA 15317

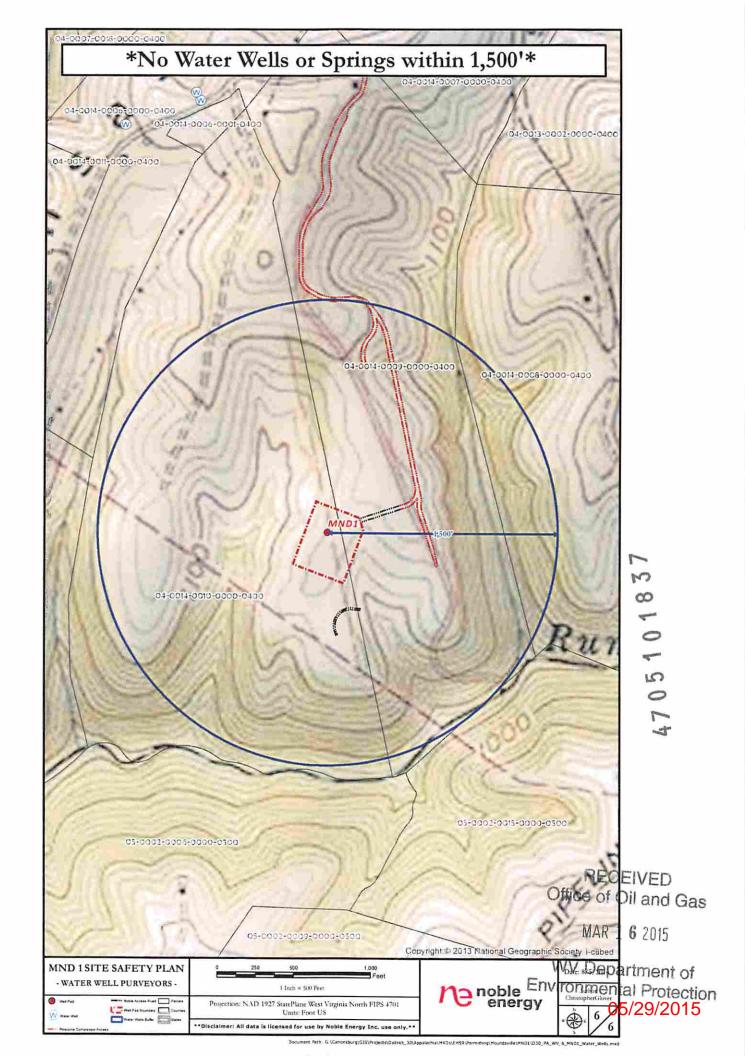
Facsimile: 724-416-5248

Oil and Gas Privacy Notice:

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.

Notary Public Subscribed and sworn before me this 25th day of 12b. My Commission Expires 07/07/2018 4705101837 COMMONWEALTH OF PENNSYLVANIA My Commission Expires July 7, 2018
SER, PERINGUARIA ASSOCIATION OF NOTARIE

O T New Sewickley Twp., Beaver County Regina Logue, Notary Public REÇEIVED Oil and Gas MAR **6** 2015 Department of Environmen tal Protection 05/29/2013



| WW-6A3 | |
|--------|--|
| (1/12) | |

| 0 | perator | Well | No. | MND 1 |
|---|---------|------|-----|-------|
| | • | | | |

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

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

| Date of | Notice | 6/20/2014 | Date of Pi | anned Entry | 06/2//2014 | | | | |
|------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------|--------------------------------------------------------------------|------------------------------------------------------------------------------------|
| Deliver | y meth | od pursuan | t to West Virginia | Code § 22-6A | \-10a | | | | |
| | RSONA RVICE | AL [| REGISTERED MAIL | | | LIVERY THAT R NATURE CONFI | - | | |
| on to the but no m beneath owner or and Sedi Secretary enable th | e surfactore that such transfer the such transfer transfer to the surface surf | e tract to con forty-five that has als underlyi ontrol Man a statement ce owner to | Code § 22-6A-10(a), nduct any plat surve days prior to such e filed a declaration pung such tract in the cual and the statutes a shall include contact obtain copies from | ys required puntry to: (1) Thursuant to sect county tax recard rules relate tinformation, | ursuant to this a ne surface owned tion thirty-six, a ords. The notice ed to oil and ga including the a | rticle. Such notice or of such tract; (2) article six, chapter to shall include a si s exploration and p | shall be proton to any own twenty-two tatement the production | rovided at loner or lesse of this count copies of may be obt | east seven days e of coal seams le; and (3) any f the state Erosion ained from the |
| Notice is | s hereb | y provided | to: | | | | | | |
| ■ SUF | RFACE | OWNER(s |) | | COA | L OWNER OR LE | ESSEE | | |
| | | | tion / Jason Witt | _ | Name: Co | nsol Mining Company | / Ryan Arp | | |
| Address: | 46226 | National Road | | _ ` | Address: | 1000 Consol Energy D | Drive | | |
| Saint Clair | sville, Ol | 1 43950 | | _ | Canonsburg | , PA 15317 | | | |
| Name: _ | | | <u> </u> | | [m] | | | | |
| Address: | | | | _ | | ERAL OWNER(s) | | | |
| - | | | | _ | | X Gas Company, LLC | | | |
| Name: | | | | _ | | 1000 Consol Energy D | Orive | | |
| Address: | | | | _ | Canonsburg | , PA 15317 h additional forms if ne | | | OFIVED |
| | | | | _ | · piease attac | n additional torms it ne | cessary | RE | CEIVED |
| Notice i | s herel | by given: | | | | | | Office (| of Oil and Gas |
| | | | Code § 22-6A-10(a), | notice is here | by given that th | e undersigned wel | l operator i | | |
| | | | land as follows: | | ., 6 | | | M | AR 1 6 2015 |
| State: | - | est Virginia | | | Approx. Latit | ude & Longitude: | N 39.8498 | 32 W 80.7742 | 25 |
| County: | М | arshali | | | Public Road A | Access: | Co. Hwy 88 | 8/8 | Spartment of |
| District: | С | lay | | | Watershed: | | Short Cree | k - ONIO Rive | (Huc-10), Protection |
| Quadrang | gle: Po | whattan Poin | t | | Generally use | d farm name: | | Environi | epartment of Protection |
| may be o Charlesto | btained on, WV | from the Se 25304 (304 | and Sediment Contro ecretary, at the WV I 4-926-0450). Copies by visiting <u>www.de</u> | Department of sof such docu | f Environmenta iments or additi | l Protection headquonal information r | il and gas e uarters, loc | exploration ated at 601 | and production 57 th Street, SE, |
| Notice is | s hereb | y given b | y: | | | | | | |
| | | Noble Energy | | | Address: | 333 Technology Driv | e Suite 116 | | |
| Telephon | | 724-820-306 | | | | Canonsburg, PA 153 | 317 | | |
| Email: | | | leenergyinc.com | | Facsimile: | 724-743-0050 | | | 05/29/2 015 |
| | | | | | | | | | |

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.

ņ

| Operator Well No. | MND 1 EHS |
|-------------------|-----------|
|-------------------|-----------|

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

| | | equirement: notice shall be pr : <u>3/9/K</u> Date F | | ater than the filing lication Filed: _3 | | application. |
|----------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| | | od pursuant to West Virginia | | | | 4705101837 |
| | | ED MAIL NRECEIPT REQUESTED | | IAND DELIVERY | | • • |
| return the pl requir drillin damag | receipt red anned op red to be p ag of a ho ges to the ne notices | equested or hand delivery, give eration. The notice required b provided by subsection (b), sect prizontal well; and (3) A proposition of a surface affected by oil and gas | the surface by this sub- tion ten of to osed surface operations | e owner whose land section shall include his article to a surface use and compens to the extent the da | I will be used for de: (1) A copy ace owner whos sation agreemen amages 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 we land will be used in conjunction with the at 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 l | by provided to the SURFACE isted in the records of the sheri nergy Corporation / Jason Witt National Road DH 43950 | | ne of notice): Name: \(\) Address | Wendell B. & Caroy ; 918 Kansas Rid ville, WV 26041 | |
| Pursua | tion on th | | | drilling a horizonta | l well on the tra | well operator has developed a planned ct of land as follows: 519302.861 |
| Count | _ | Marshall | | - UTM NAD 8 | Northing: | 4411117.075 |
| Distri | - | Clay | | Public Road | | County Highway 88/8 |
| Quadr Water | ~ _ | Powhatan Point Short Creek - Ohio River (HUC 10) | | Generally use | ed farm name: | Consol (Now owned by Murray American Energy DBA Consolidation Coal) |
| This I Pursua to be horizo surfac inform headq gas/pa | Notice Sh ant to We provided ontal well; e affected nation relauarters, longes/defau | all Include: st Virginia Code § 22-6A-16(c) by W. Va. Code § 22-6A-10(c) and (3) A proposed surface us by oil and gas operations to ated to horizontal drilling may ocated at 601 57th Street, SE, ult.aspx. Noble Energy, Inc. | (b) to a sur se and comp the extent to be obtained | face owner whose pensation agreement the damages are could from the Secret | a land will be unt containing an ompensable und ary, at the WV (304-926-0450) | |
| Telepi | | 724-820-3061 | | | Canonsburg, PA | 15317 |
| Email | : | dee.swiger@nblenergy.com | | Facsimile: | 724-416-5248 | |
| | | | | | | |

Oil and Gas Privacy Notice:

The Office of Oil and Gas processes your personal information, such as name, address and telephone number of proper regulatory duties. Your personal information may be disclosed to other State agencies or third parties in the Office course of business or as needed to comply with statutory or regulatory requirements, including Freedom of Information Act requests. Officerasyill 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.

WW-6AW (1-12)

| API NO. | |
|-------------------|----------|
| OPERATOR WELL NO. | MND1 EHS |
| Well Pad Name: | MND1 |

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

Instructions to Persons Named on Page WW-6A

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

Comment and Waiver Provisions

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

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

VOLUNTARY STATEMENT OF NO OBJECTION

| above, and that I hat consisting of pages | 1, hereby state that I have read the Instruction are received copies of a Notice of Application, and one (1) through, including the erosinact of land as follows: | Application for a W | ell Work I | Permit on Form WW-6A and attachments |
|--------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------|----------------|--------------------------------------------------------------------------------------------------------------|
| State: | West Virginia | WVSPN NAD 27 | Easting: | 1,642,158.830 |
| County: | Marshall | W V SPN NAD 2/ | Northin | |
| District: | Clay | Public Road Acces | s: | Taylors Ridge Road |
| Quadrangle: | POWHATAN POINT | Generally used far | m name: | CONSOLIDATION COAL CO. |
| Watershed: | Ohio River | • | | |
| 1,642,158.830 in acciding 25, 2014. *Please check the | | oal Company, Murr | ay America | 7 coordinates of North 494,161.807, East in Energy, Inc. and NOBLE ENERGY, INC. dated ON BY A NATURAL PERSON |
| | OWNER | Signa | tura | |
| □ SURFACE | OWNER (Road and/or Other Disturbance |) Digital | Name: | |
| _ GOIG ACE | OWINER (Road allowof Office Disturbance | | Name: Date: | |
| Deliberce of | WNER (Impoundments/Pits) | 1 | Date: | |
| DOM VCE C | WINER (Impoundments/Fits) | FOR 1 | EXECUTI | ON BY A CORPORATION, ETC. |
| COAL OWN | ED OD I ECCE | | oany: | CONSOLIDATION COAL CO. |
| COAL OWN | ER OR LESSEE | | By: | Alex O'Neill |
| MCOAL OPEN | ATOD | | Its: | ↑ Coal, Oil & Gas Relations Manager |
| ⊠COAL OPER | ATOR | | | Coat, On & Gas Magations Mailager |
| CINATED DIT | MEMOR | Signa | ture: | (M), (M), XV |
| □WATER PUI | RVEIUR | _ | Date: | 7/30/2014 |
| | OF ANDALOUS AND ALL CAR OFFICE AND A | | | 7/30/2014 |
| LIUPERATUR | OF ANY NATURAL GAS STORAGE F | (IELD | | |
| O:1 1 C D-1 | A | | | Os: RECEIVE |

Oil and Gas Privacy Notice:

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 drives. personal information may be disclosed to other State agencies or unity passes. Our office will appropriately secure your personal information. It you or regulatory requirements, including Freedom of Information Act requests. Our office will appropriately secure your personal information. It you have any questions about our use or your personal information, please contact DEP's Chief Privacy Officer at depprivacyofficer@wv.gev.2015

Environmental Protection personal information may be disclosed to other State agencies or third parties in the normal course of business or as needed to comply with states or regulatory requirements, including Freedom of Information Act requests. Our office will appropriately secure your personal reformation. If you



WEST VIRGINIA DEPARTMENT OF TRANSPORTATION

Division of Highways 1900 Kanawha Boulevard East • Building Five • Room 110

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

September 24, 2014

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 MND-1 Well Pad, Marshall County

Dear Mr. Martin.

Earl Ray Tomblin

Governor

The West Virginia Division of Highways has issued Permit #06-2014-0611 for the subject site to Noble Energy, Inc. for access to the State Road for the well site located off of Marshall County Route 88/8 SLS.

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

Very Truly Yours,

Gary K. Clayton P.E. Regional Maintenance Engineer

Show K. Chaytons

Central Office Oil & Gartopringer

Office of Oil and Gas

MAR 1 6 2015

WV Department of Environmental Protection 05/29/2015

Cc: James L. McCune Noble Energy, Inc. CH, OM, D-6

File

Hydraulic Fracturing Fluid Product Component Information Disclosure Hydraulic Fracturing Fluid Composition:

| Trade Name | Supplier | Purpose | Ingredients | Chemical Abstract Service Number (CAS #) | Maximum Ingredient Concentration in Additive (% by mass)** |
|-------------------------------------|-------------|------------------------|---------------------------------------------------------------------------------|------------------------------------------------|------------------------------------------------------------------------|
| Fresh Water | Operator | | | | 100.00% |
| HYDROCHLORIC ACID 5-10% | Halliburton | | Hydrochloric acid | 7647-01-0 | 10.00% |
| SAND - COMMON WHITE | Halliburton | Proppant | Crystalline silica, quartz | 14808-60-7 | 100.00% |
| SAND - PREMIUM WHITE | Halliburton | Proppant | Crystalline silica, quartz | 14808-60-7 | 100.00% |
| FR-66 | Halliburton | Friction Reducer | Hydrotreated light petroleum distillate | 64742-47-8 | 30.00% |
| BE-9 | Halliburton | Biocide | Tributyl tetradecyl phosphonium chloride | | |
| 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

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

4705101837

RECEIVED
Office of Oil and Gas

MAR 1 6 2015

WV Department of
Environmental Protection

^{**} 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.

NOBLE ENERGY, INC.

PROJECT LOCATION

MARSHALL COUNTY, WV

MND 01 WELL PAD AND **CONSTRUCTION PLANS FOR THE**

MARSHALL COUNTY, WV

JUNE 24, 2014

| Well | WV83-N | WV83-N | WV27-N | WV27-N | WV83-N | WV83-N | UTM 63-17 | UTM 83-17 |
|------|----------------|--------------|---------------|----------------------------------------------------------------------|---------------|----------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------|
| - | 2 | W 80 774786* | 494217 968 ft | 1642179 94% Fr | 0.4 | 1610742 B74 ft | 4411134 292 m | 519309 00E m |
| ~ | N 39.849970* | W 80,774304* | 494203.928 ft | N 39.849970" W 80,774304" 494203,928 ft 1642174,665 ft | 494240.170 ft | | | |
| | N 39.849932* | W 80,774322* | 494189.877 ft | N 39.845932* W 80.774322* 494189.877 ft 1642169.387 ft 494226.129 ft | 494226129 1 | 1610732 517 ft | 4411125.683 m | 519305.934 m |
| 4 | N 39.849893* | W 80.774340* | 494175.847 ft | N 39.849893" W 80.774340" 494175.847 ft 1642164.108 ft 494212.089 ft | 494212.089 ft | 1610727 037 ft | 4411121.379 m | 519304.398 m |
| sn. | N 39.849854* | W 80,774358* | 494161.807 ft | N 39.849854" W 80.774358" 494161.807 ft 1642158.830 ft | 494198.049 ft | 1610721.759 ft | 4411117.075 m | 519302.861 m |
| 9 | N 39.849815* | W 80.774376* | 494147.766 ft | N 39.848815" W 80.774376" 494147.766 ft 1642153.552 ft | 494184.008 ft | 1610716.481 ft | 4411112.770m | 519301.324 m |
| 7 | N 39.849988* | W 50.774209* | 494209.874 ft | N 39.849988" W 80.774209" 494209.874 ft 1642201.472 ft | 494246.116 ft | 1610764.403 ft | 4411131.936 m | 519315.608 m |
| 43 | N 39.849949* | W 80.774227* | 494195.834 ft | N 39.845949" W 80.774227" 494195.834 ft 1542196.193 ft 494232.077 ft | 494232.077 ft | 1610759123 ft | 4411127.531 m | 519314 071 m |
| 6 | N 39,849910* | W 80.774245* | 494181.793 ft | N 39.849910" W 80.774245" 494181.793 ft 1642190.915 ft | 494218.035 ft | 1610753.845 ft | 4411123.327 m | 519312.534 m |
| 10 | N 39.849872* | W 80.774263" | 494167,753 ft | N 39.849872" W 80,774263" 494167,753 ft 1642185,637 ft | 494203.996 ft | 1610748567 # | 4411119.023 m | 519310.998 m |
| :: | N 39.849833* | W 80.774281* | 494153.712 ft | N 39.849833" W 80.774281" 494153.712 ft 1642180.358 ft 494189.954 ft | 494189.954 ft | 1610743.288 ft | 4411114.718m | 519309.461 m |
| | ** 00 00 00 14 | **** | 4 444 444 44 | | 4 | d con acres in | and the state of t | |

Electronic version of plans can be viewed at: Q\OIL GAS\SAY FILES\REVIEWS

- PROJECT LOCATION

HIGHWAY MAP SCALE

PROJECT LOCATION



| APPROVED FOR PERMITS | DATE: 2014/06/24 | BY: |
|---------------------------------|------------------|-----|
| APPROVED FOR BIDS | DATE: | BY: |
| APPROVED FOR CONSTRUCTION DATE: | CTION DATE: | BY: |

| | COM | |
|-------------|--------------------------------|--|
| NO | PERMIT | |
| DESCRIPTION | 200 | |
| DESC | WADEP | |
| | ADDRESSED WYDEP OOG PERMIT COM | |
| DATE | 10/03/2014 | |
| ВУ | вм | |
| REWSED | 1-3, 5-22, & 26-29 | |
| REVISION | - | |

MVDEP OOG 10/22/2014 APPROVED

HIGH STREAM OF THE PROPERTY OF THE PROPERTY OF THE PREABLES CROWN, MC. REPRODUCTION OF THESE COCUMENTS IN WHOLE OF THE PROPERTY FIGURES IN THE STREAM PROPERTY.

RECEIVED Office of Oil and Gas

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> > TCINITY MAP SCALE

05/29/2015

Ne noble energy

SHEET INDEX

ACCESS ROAD

VECONE ACCESS ROAD PLAN AND PROFILE

 \triangleleft

THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING A VALID WEST VIRGINIA CONTRACTOR'S LICENSE AND PAYING ALL APPLICABLE STATE AND LOCAL TAXES.

THE CONSTRUCTON DRAWINGS REPRESENT THE PROPOSED LAYES, GRADES, AND APPURTBANCAS TO ACCOMPLISH THE INTERT OF THE SOOPE OF WORK, CISTAIN INCIDENTAL ITEMS TO COMPLETE THE SCOPE OF WORK, ANY NOT HE SHOWN.

ALL WORK PERCHAED AND ALL MATERIAL PURNISHED SHALL CONFORM TO THE LINES, GRADIES, CROSS SECTIONS, DIMENSIONS, AND MATERIAL REQUIREMENTS SHOWN ON THE CONSTRUCTION DRAWINGS. THE CONSTRUCTION DRAWINGS SHOWN ON THE CONSTRUCTION DRAWINGS. THE CONSTRUCTION DRAWINGS.

THE CONTRACTOR IS RESPONSIBLE FOR VERIFICATION OF ALL PLAN AND ELEVATION DIMENSIONS OF THE VARIOUS WORK ITEMS ON THIS PROJECT.

THE BASE MAPPING FOR THIS PROJECT IS BASED ON ABBUL PHOTOGRAPHY PROM APPLL 2013 PROVIDED IN DECEMBER 2013 BY BILLE MOUNTAIN INC. THE DATUM IS WEST VIRGINIA STATE FLANE, NAD-43 DATUM, NORTH ZONE, US POOT, PROJECT CONTROL BAS BEEN ESTABLISHED BY THEASHER.

THE CONTRACTOR SHALL PRANCINE ALL REASONABLE FACILITIES AND PURNISH THE OPERATOR, THROUGH THE ENGINEE, THE INFORMATION, ASSISTANCE, AND SAMPLES REQUIRED BY THE ENGINEER FOR PROPER MONITORING AND TESTING OF MATERIALS AND WORKMANSHEP.

THE CONTRACTOR SHALL HAVE ON THE SITE AT ALL THES A COMPRIENT SPERBYTENDENT CAPABLE OF READING AND UNDERSTANDING THE CONSTRUCTION DOCUMENTS AND THOROUGHLY EXPERIENCED IN THE TYPE OF WORK HEING PROPERTY OF CONDINATE WITH THE ENGINEER.

CLEARNO SHALL BE COMPLETED IN ACCREDANCE WITH WYDON SPECIFICATIONS. CLEARING IS DEFINED AS THE REMOVAL OF TREES, BRUSH, DOWN TIMERS, ROTTEN WOOD, RUBBERLA AND OTHER VEGETATION, AND ORDEROWAL OF OTHER OBSTRUCTIONS INTERFERENCY WITH

IO. GRUBBING SHALL BE COMPLETED DI ACCORDANCE WITH WYDOH SPECIFICATIONS. REMOYE ALL STILMES AND ROOTS WITHEN THE CLEARED AREA UNLESS OTHERWISE APPROVED BY THE ENGINEDE. GRUBBING IS DEFINED AS THE REMOYED. SPECIFIC STILMES, ROOTS, STILMES, STILMES, STILMES, STILMES, ROOTS, STILMES, STILMES, STILMES, ROOTS, STILMES, STILMES, STILMES, ROOTS, STILMES, STI

II. DO NOT DEPOSIT OR BUTY ON THE WITE DEFRES RESULTING FROM THE CLEARING AND GRUBBING. TRUES, LOCK, BRANCHES, STUAPS, AND OTHER DEPOSIT OR BUTY PROM CLEARING AND GRUBBING OFFICE.

1. STRP TORSOLL TO WHATEVER DEFINITE MAY COCCUR PROM, AELS TO BE EXCLVATED, FILLED, OR GRADED IN A MANCER TO PREVENT INTERNACION WITH UNDERLYING SUBSOLL OR WASTE MATERIALS. STOCKFILE TOWNS OF THE PLANS FOR USE IN FINISH GRADEN, AND EXAMPLE STOCKFILE TOWNS FOR USE IN FINISH GRADEN, STOCKFILE STOCKFILE AND FOR THE PLANS FOR USE IN FINISH GRADEN, STOCKFILE STOCKFILE AND FOR EXCEPTIONS OF THE PLANS FOR AS TOWNS OF THE PLANS FOR AS TOW DIRECTED BY THE ENGINEER,

13. ALL EARTHWORK SHALL POLLOW THE LINES AND GRADES SHOWN ON THE CONSTRUCTION DRAWINGS.

14. SUITABLE SOIL MATERIALS ARE THOSE COMPLYING WITH WYDOH STANDARD SPECIFICATIONS.

15. ONSTERMINATION USE AS PLL CONSIST OF EXCAVATED SOIL FROM OTHER FORTHORS OF THE SITE. THE CONTRACTOR SHALL USE THE ON-SITE SOIL JUDICOUSLY TO FACILITATE THE CONSTRUCTION SCHEDULE DIAGRAM THE THE ONSTRUCTION SCHEDULE SOIL OF THE MOST EXCLUSION OF SOUL STRANGE SOIL OF THE MOST EXCLUSION OF THE STAND OF THE MOST OF THE MOST EXCLUSION OF THE MOST EXCL

6. NO MATERIAL GREATER THAN SIX INCHES IN ITS LARGEST DIMENSION MAY BE UTILIZED INSIDE FILLING OPERATIONS.

IT, STOCKTILE EXCAVATED MATERIALS CLASSIFIED AS SATERACTORY SOIL MATERIAL AS SHOWN ON THE PLANS. CRADE AND SHAFE THE STOCKTILES FOR PROPER DRAINGE. PROPECT THE STOCKTILES LEING EXOSION AND SEDIMENT CONTROL MEASURES AS SHOWN ON THE PLANS OR AS DIRECTED BY THE ENGINEER.

8. EXCAVATE UNSUITABLE SOIL MATERIALS ENCOUNTERED THAT EXTEND BELOW THE REQUIRED ELEVATIONS, TO THE ADDITIONAL DEPTH DRECTED BY THE ENGINEER IN ACCORDANCE WITH WYDGIS STANDARD SPECIFICATIONS.

19. FILL SHALL BEPACED IN LITS OF MAXIMIAL LOCKE DEPIT OF 8 PACHES. THE MATERIAL, SHALL BE COMPACTED TO AT LLEST 59 PRICEST OF MAXIMIAN DBY DENSITY AT MOSTURE CONTEST WITHIN 19 OR BANKET OF THE VALUE COMPACTION TESTING, THE CONTESTOR OF SHALL SHOWN OF SHALL SHOWN TO SHALL SHOW THE AND SHALL SHOWN THE SHALL TO ACHIEVE THE MATERIAL TO ACHIEVE THE SPECIAL SHALL SHOWN THE SHALL SHOW THE SHALL SHOW THE SHALL SHOWN THE SHALL SHOW THE SHALL SHALL SHALL SHOW THE SHALL SHALL

20. WEIDE THE SURGADE OR LAYIR OF SOIL MATERIAL MUST HE MOISTURE CONDITIONED BEFORE COMPACTION, UNFORMLY APPLY WATER TO THE SURFACE OF THE SURGADE OR LAYIR OF SOIL MATERIAL TO PREVENT PREZ WATER WATER TO THE SURFACE DURING OR SUBSEQUENT TO COMPACTION OPERATIONS.

21. REMOVE AND REPLACE, OR SCARIFY AND AIR DRY, SOIL MATERIAL, THAT 15 TOO WET TO PERMIT COMPACTION TO SPECIFIED DENSITY. SOIL MATERIAL, THAT BAS BEEN REMOVED DECAUSE IT IS TOO WET TO PERMIT COMPACTION MAY BE STOCKFILED OR SPREAD AND ALLOWED TO DRY. ASSIST DRYING BY DISKING, BARKOWING OR PULYBRIZING, UNTIL THE MOISTIRE CONTENT IS REDIVED TO A SATERACTORY VALUE, AS DETERMEND BY MOISTIRE-DENSITY RELATION

22. COMPACTOR FOR MASS EARTHWORK SHALL HE MINIMOM TEN TON STATIC DRUM WEIGHT VIBRATORY ROLLER OR TEN TON WEIGHT SHEEPSTOOT COMPACTOR AS APPROPRIATE FOR THE TYPE OF SOIL MATERIAL AT THE SITE OR OTHER COMPACTOR APPROVED BY THE ENGINEER.

2. IN AREAS TO RECENTE FILL AND ATTHE FINAL CUT SURGANDE, PROOF ROLL AND COMPACT THE EXPOSED GROUND SURFACE FOLLOWING CLEARING AND GRUINBING AND ANY EQUINED EXCAVATION WITH A MUNICULAR SALL BE UNDESCRIBED EXCAVATION WITH A NUMBER OF EXCAVATION TO PROPOSED SURGANDES IN CUT AREAS, PROOF ROLLOWING SHALL BE PERFORMED AS SPECIFIED. ANY AREAS WHICH DEPLECT, RUT, OR PLAM UNDER THE LOADED DUAR TRUCK SHALL BE UNDERCUT AND REPLACED WITH COMPACTED FILL MATERIAL OR STONE BASE OF BRECHED BY THE EVALUAR AT NO ADDITIONAL COST TO THE OPERATOR.

A PROOF ROLLING SHALL BE DONE WITH ONE PASS OF A FULLY LOADED TANDEA DUAP TRUCK EQUAL TO OR EXCEEDING SLOOLE OR OTHER CONSTRUCTION EQUIPMENT IF APPROVED BY THE ENGINEER, PROOF KOLLING METHODS SHALL BE AS FOLLOWS:

41. ATTRITECTORE LINE SUBGRADE HAS BEEN COMPLIED. THE COVERAGE AREAS AND METHODS SHALL BE DENTIFIED BY THE ENGINEER.

42. THE RUMPANTS SHALL HOW THAT THE ROPE OF COULD. THE COVERAGE AND METHODS SHALL BY AND THE STATE AND ASSAUTE THAT THE ROPE OF THE CONTRACT SHALL HOW THE STATE OF COURT AND ADMINISTED. THE STATE OF CONTRACT SHALL HOW THE STATE OF COURT OF THE CORRECTIONS. BY THE CORRECTIONS AND ADMINISTED. THE STATE OF COURT OF THE CORRECTIONS AND ADMINISTED. THE PROPERTY AND ADMINISTED AND PROPERTY ROPE OF THE CONTRACT SHALL LOCK THE CORRECTION OF THE CORRECTION

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CONTRACTOR SHALL INSTALL STABILIZED CONSTRUCTION ENTRANCE AND MAINTAIN FOR THE LIFE OF THE PROJECT.

CONTRACTOR SHALL CLEAN
OUT SENDENCE BEIND THE
SUTHS SLLT FROCE, SLLT
FROCE, AND THE SOCIAL SLLT
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FROM TH ALL EROSION AND SEDIMENT CONTROL MEASURES SHALL CONTRACTOR SMALL INSTALL INSTA

CONTRACTOR SHALL CONSTRUCT
OUTLET PROTECTION PRIOR TO THE INSTALLATION OF THE ADJACENT CLLVERT OR CONSTRUCTION OF THE DITCH.

STRIP AND STOCKPILE TOPSOIL AS SHOWN ON THE PLANS. AS DITCHES ARE CONSTRUCTED, INSTALL ROCK CHECK DAMS.

ALL FROSION AND SEDIMENT CONTROL MEASURES SHALL BE IN ACCORDANCE WITH THE WYDEP OFFICE OF OIL AND GAS "WY EAS CONTROL FIELD MANUAL". CONTRACTOR SHALL.
DAMEDIATELY STABILIZE ALL
EMBANKMENTS UPON COMPLETION.

CONTACTS

| MISS UTILITY | NATIONAL RESPONSE |
|-------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 1-806-245-4848 | CENTER FOR REPORTING |
| http://www.wwfil.com | CHEMICAL OR OIL SPILLS |
| WEST VIRGINIA | 1-890-424-8802 |
| DIVISION OF HIGHWAYS | The latest and the la |
| DISTRICT SIX | SPILL NOTIFICATION |
| MOUNDSVILLE, WV 2641-1665 | 1-800-642-3074 |
| | AMBULANCE, FIRE, |
| THE THRASHER GROUP, INC. | LAW ENFORCEMENT |
| ROBERT R. MILNE, P.E., PROJECT MANAGER | 116 |
| - Bright American | |

MAINTENANCE AND

EROSION & SEDIMENT CONTROL NOTES

TABILIZATION MEASINES SRALL BE RITHATED AS SOON AS PRACTICABLE IN PARTIONS OF THE SITT WHERE CONSTRUCTON ACTIVITIES IN AT TRAFFICIAL SITE OF INFORMANISTAY CLASED. BUT IN NO COST MACTIVITY AND ACTIVITY TO AND ACTIVITY TO THE CONSTRUCTION ACTIVITY IN TAILY PORTION OF THE SITE INSTRUCTION ACTIVITY IN

WHERE THE INTIATION OF STABILIZATION MEASURES WITHEN 7 DAYS
AFTER CONSTRUCTION CAUTHYT THROUGHARD.
CRASES IS PRECLUDED BY SHOW COVER, STABILIZATION MEASURES
SHALL BE INITATED AS SOON AS CONDITIONS ALLOW.

WHERE CONSTRUCTION ACTIVITY WILL RESUME ON A PORTION OF
TOTAL THE PERSON THAN STORM WERE ACTIVITY IS SELECT. THE
TOTAL THE PERSON THAN CONSTRUCTION ACTIVITY IS SELECT.
MEASURES TO NOT HAVE TO BE LESS THAN HANN'S THEN STABLED ATOM
MEASURES TO NOT HAVE TO BE INTRAFFED ON THAT PORTING OF THE
THAN STABLES THE STABLES THAN THAN THAN THE SELECT.
THAN STABLES THE STABLES THAN THAN THAN THE SELECT.

SEEDBED PREPARATION: AREAS TO BE SEEDED SHALL BE FREE OF ROCKS AND STONES, DISKED TO A DEPTH OF 4-IN TO 6-IN, AND SMOOTHLY GRADED.

AREAS WHERE THE SEED HAS FALLED TO GENARATE ADEQUATELY INFORMS WHICH ADEQUATELY TOWN WITHOUT SENSITY OF 72% WHICH SEED AND AN ALCENSON AND MUCHING MAST BE ESCEDED BANKDING AND MUCHINGS ALLOW. TOPSOIL SHALL BE REDISTRIBUTED ON ALL DISTURBED AREAS TO BE STABILIZED PRIOR TO SEEDING.

TEMPORARY AND PERMANENT SEED MIXTURES SHALL BE POSTER SUPPLY PREMIUM MEADOW MIX (OR APPROVED EQUAL). POSTER SUPPLY PREMIUM MEADOW MIX (% BY WEIGHT)

44%, HAYMATE XL ORCHAEDGRASS
15%, GULA MANUL KYEGAKS
15%, GULAK TIMOTHY
X ACTIC GEREP PREMENIAL RYEGKASS
8%, MEDIUM RED CLOVER
8%, MEDIUM RED CLOVER
9%, INBIT,MATTER AND CROP SEED

SEED APPLICATION SHALL BE AS PER MANUFACTURER'S RECOMMENDATIONS.

10. MULCH SHALL BE APPLIED AT A RATE OF 34 TONS PER ACRE.

111. INC. AWENCATOR SATURS
111. WHEN A SOLITIST REQUESTIONE APPLICATION OF MORE THAN
111. WHEN A SOLITIST REQUESTIONE THE MIXED INTO THE TOP SEX (6)
NOTES OF SOLI.
112. WINNIAMA FOR SEX ACAGE, AT INGA SPECTAL INCATALIZAD
VALUE (6) ENV, INTESS THE SOLITIST DETERMANS A LESSER

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FERTILEATON AATES

1. IF TON PUBSINED AFELY 10-20-20 AT 600 POLINISA/CRE

2. IN PROSPONALTED AFELY 10-20-20 AT 1,000 POUNDSA/CRE

3. INVERSY THE SOUL TEST DETERMINES THAT THE RATE CAN BE LESS

TRAN THEISS MINIMALIAS. ^목되되되

INITIAL SITE CONSTRUCTION SEQUENCE OF EVENTS

DISTALL STABILZED CONSTRUCTION ENTRANCE AND ALL TEMPORARY SEDMENT AND EXCEDING CONTROL MINISTERS AND MARKTAN FOR THE LIVE OF THE PROJECT OR UNTIL THERE IS TWO GROWTH ISTABLISHED OVER THE INTER PROJECT AREA.

PRIOR TO SITE RECLAMATION, INSTALL TEMPORARY SEDMENT AND RESCINCONTROL MEASURES AND MARYAIN FOR THE LIFE OF THE PROJECT OR UNITL THERE IS 76% GROWTH ESTABLISHED OVER THE ENTIRE PROJECT AREA.

SEQUENCE OF EVENTS SITE RECLAMATION

> REMOVE AND STOCKPILE TOPSOIL AS SHOWN ON THE PLANS. SEED AND MULCH TOPSOIL STOCKPILES.

CLEAR AND ORUB SITE TO THE EXTENT NECESSARY TO COMPLETE THE PROJECT WITHIN THE LIMITS OF DISTURBANCE.

PERFORM GRADING OFERATIONS FOR THE ACCESS ROADS AND WELL PAD.

RE-DISTRIBUTE TOPSOIL THEN SEED AND MULCH ALL DISTURBED AREAS.

REMOVE TEMPORARY SEDIMENT AND EROSION CONTROL. MEASURES APTER 70% GROWTH HAS BEEN ESTABLISHED OVER THE ENTIRE PROJECT AREA.

COMPLETE FINAL PROJECT CLEAN UP.

PERFORM GRADENG TO RECLAIM SITE AS PER THE RECLAMATION PLAN AND IN ACCORDANCE WITH THE EARTHWORK SPECIFICATIONS IN THE GENERAL. NOTES. REMOYE TEMPORARY SEDIMENT AND EROSION CONTROL MEASURES AFTER 10% GROWTH HAS BEEN ESTABLISHED OVER THE ENTIRE PROJECT AREA. RE-DISTRIBUTE TOPSOIL THEN SEED AND MULCH ALL DISTURBED AREAS. REMOVE AND STOCKPILE TOPSOIL TO THE EXTENT NECESSARY TO COMPLETE THE RECLAMATION. SEED AND MULCH TOPSOIL STOCKPILIS. COMPLETE FINAL PROJECT CLEAN UP.

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

1-01-030-2460

600 WHITE OAKS BOULEVARD, BRIDGEPORT, WV 26330 PHONE (304) 624-4108 FAX (304) 624-7831

THRASHER

DATE DATE

Ne noble energy

NG BY DATE

CONTRACT No.

N

APPROVED



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

1-01-030-2460 CONTRACT No.

BRIDGEPORT, WV 26330 FAX (304) 624-7831

THEASH ROUP, INC. IN THE OWNER COOK MAY SEX

DATE: DATE:

A noble energy

WV Department of Environmental Protection

MAR 1 6 2015

RECEIVED

ALL COMMISSION STOCKER

NALC COMMISSION STOCKER

MAC TO COMMISSIO

1 107AL LIMIT OF DISTURBANCE
2 1 FOR LEARNWORK
3 ROCK UNID DITCH
4 ROCK CHECK DAM
5 STONE COULTE PROTECTION
5 STONE COULTE PROTECTION
6 COMPOST BITTER SOCK 26 IN
7 STABILIZED CONSTRUCTION ENTRANCE NUMBER ITEM

QUANTITY LIND DESCRIPTION

SITE RECLAMATION QUANTITY SUMMARY

QUANTITY

LIND

DESCRIPTION

TOTAL FORESTED CLEARING AND GRUBBING TOTAL NON-FORESTED CLEARING AND GRUBBING TOTAL EARTHWORK

TOPSOIL REMOVAL (ASSUMED 12-IN THICKNESS)
SOIL KEYWAY (EXCAVATION AND PLACEMENT)
UNDERDRAIN CONTAINMENT TRENCH
UNDERDRAIN SUMP
UNDERDRAIN SUMP
UNDERDRAIN SUMP
CRUSHED AGGREGATE BASE COURSE, AASHTO NO. 1 - WELL PAD ONLY

SITE CONSTRUCTION QUANTITY SUMMARY

WVDEP OOG 10/22/2014

APPROVED

SITE RECLAMATION EARTHWORK SUMMARY

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

10,180 CY

TOTAL WASTE

21 COMPOST FILTER SOCK, 2-IN
22 COMPOST FILTER SOCK, 2-IN
23 STABILIZED CONSTRUCTION BUTRANCE
24 SEEDING AND MAUCHING
25 SEEDING AND MAUCHING
4 AC
7 ITENS 87 AND M8 PAY ITENS SHALL INCLUDE ALL INCIDENTALITENS NECESSARY TO INSTALL OR CONSTRUCT THE ITEM IN ACCONDANCE WITH THE APPLICABLE DETAILS CONTAINED WITHIN THESE PLANS. | 11 | CRUSHED AGGREGATE BASE COUNSE, AASHTO NO. 1 - ACCESS ROAD ONLY IN INCHESE AGGREGATE BASE COUNSE, AASHTO NO. 1 - ENSITING ROAD RELOCATION ONLY IN INCHESE AGGREGATE BASE COUNSE, 1.5 IN MINUS. - WILL PAD ONLY IN INCHESE AGGREGATE BASE COUNSE, 1.5 IN MINUS. - CRUSTED ONLY IN INCHESE AGGREGATE BASE COUNSE, 1.5 IN MINUS. - EXISTING ROAD RELOCATION ONLY IN INFECT GUARROAL CLASS II IN MINUS. - EXISTING ROAD RELOCATION ONLY IN INFECT GUARROAL CLASS II IN MINUS. - EXISTING ROAD RELOCATION ONLY IN INFECT GUARROAL CLASS II IN MINUS. - EXISTING ROAD RELOCATION ONLY IN INFECT GUARROAL CLASS II IN MINUS. - EXISTING ROAD RELOCATION ONLY IN INFECT GUARROAL CLASS II IN MINUS. - EXISTING ROAD RELOCATION ONLY IN INFECT GUARROAL CLASS II IN MINUS. - EXISTING ROAD RELOCATION ONLY IN INFECT GUARROAL CLASS II IN MINUS. - EXISTING ROAD RELOCATION ONLY IN INFECT GUARROAL CLASS II IN MINUS. - EXISTING ROAD RELOCATION ONLY IN INFECT GUARROAL CLASS II IN MINUS. - EXISTING ROAD RELOCATION IN INFECT GUARROAL CLASS II IN MINUS. - EXISTING ROAD RELOCATION ONLY IN INFECT GUARROAL CLASS IN INFECT GUARROAL C

SITE CONSTRUCTION EARTHWORK SUMMARY

CUT (SWELL) FACTOR FILL (SHRINK) FACTOR

56,350 CY 46,225 CY 10,125 CY 10,125 CY

