



west virginia department of environmental protection

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

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

PERMIT MODIFICATION APPROVAL

August 19, 2015

NOBLE ENERGY, INC.
333 TECHNOLOGY DRIVE, SUITE 116
CANONSBUFF, PA 153179504

Re: Permit Modification Approval for API Number 5101836, Well #: MND 1 DHS

Extend Lateral

Oil and Gas Operator:

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

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

Sincerely,

A handwritten signature in black ink that reads "Gene Smith".

Gene Smith
Assistant Chief of Permitting
Office of Oil and Gas

Promoting a healthy environment.



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

July 20, 2015

Re: MND 1 DHS 47-051-01836 Permit Modification to extend lateral leg

Dear Office of Oil & Gas:

Enclosed please find a modified casing program, survey plat and mineral exhibit for the above referenced well. We would like to modify the permit to extend the lateral leg.

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

Sincerely,

A handwritten signature in blue ink, appearing to read 'Dee Swiger', written over a circular scribble.

Dee Swiger
Regulatory Analyst III

DS/

Enclosures:

Received
Office of Oil & Gas
JUL 23 2015

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

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

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

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

4) Elevation, current ground: 1151.00' Elevation, proposed post-construction: 1152.08'

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

(b) If Gas Shallow Deep
Horizontal

6) Existing Pad: Yes or No No

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

8) Proposed Total Vertical Depth: 6,360'

9) Formation at Total Vertical Depth: Marcellus

10) Proposed Total Measured Depth: 16,330'

11) Proposed Horizontal Leg Length: 9170'

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

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

14) Approximate Saltwater Depths: None

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

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

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

(a) If Yes, provide Mine Info: Name: Wells are located in abandoned area of Mc Elroy Mine
Depth: 692' to seam base
Seam: Pittsburgh #8
Owner: Consol Mining Company, LLC

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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	40'	40'	CTS
Fresh Water	13 3/8 "	New	J-55	54.5	1097'	1097'	CTS 30% excess Yield = 1.18
Coal	13 3/8"	New	J-55	54.5	1097'	1097'	CTS 30% excess Yield = 1.18
Intermediate	9 5/8"	New	J-55	36.0	2437'	2437'	CTS 20% excess Yield = 1.18
Production	5 1/2"	New	P-110	20.0	16,330'	16,330'	10% excess Yield = 1.27 TOC=200' above 9.625" shoe
Tubing							
Liners							

John 7/20/15

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	30% excess Yield = 1.18 to surface
Production	5 1/2"	8.75"-8.5"	0.361	12,640	13,000 Anticipated Max. Internal Pressure (psi)	Class A	10% excess Yield = 1.27 TOC=200' above 9.625" shoe
Tubing							
Liners							

PACKERS

Kind:				
Sizes:				
Depths Set:				

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 to TD. 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/ KCl water once filled w/ KCl water once drilled to TD. The well is conditioned with KCl circulation prior to running casing. Once casing is at setting depth, the well is circulated a minimum of one hole volume prior to pumping cement. Production - The hole is drilled with synthetic oil base mud and once at TD the hole is circulated at maximum allowable drilling pump rate for at least 6X bottoms up. Once on bottom with casing, circulate a minimum of one hole volume prior to pumping cement.

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*Note: Attach additional sheets as needed.

4705101836 MDO

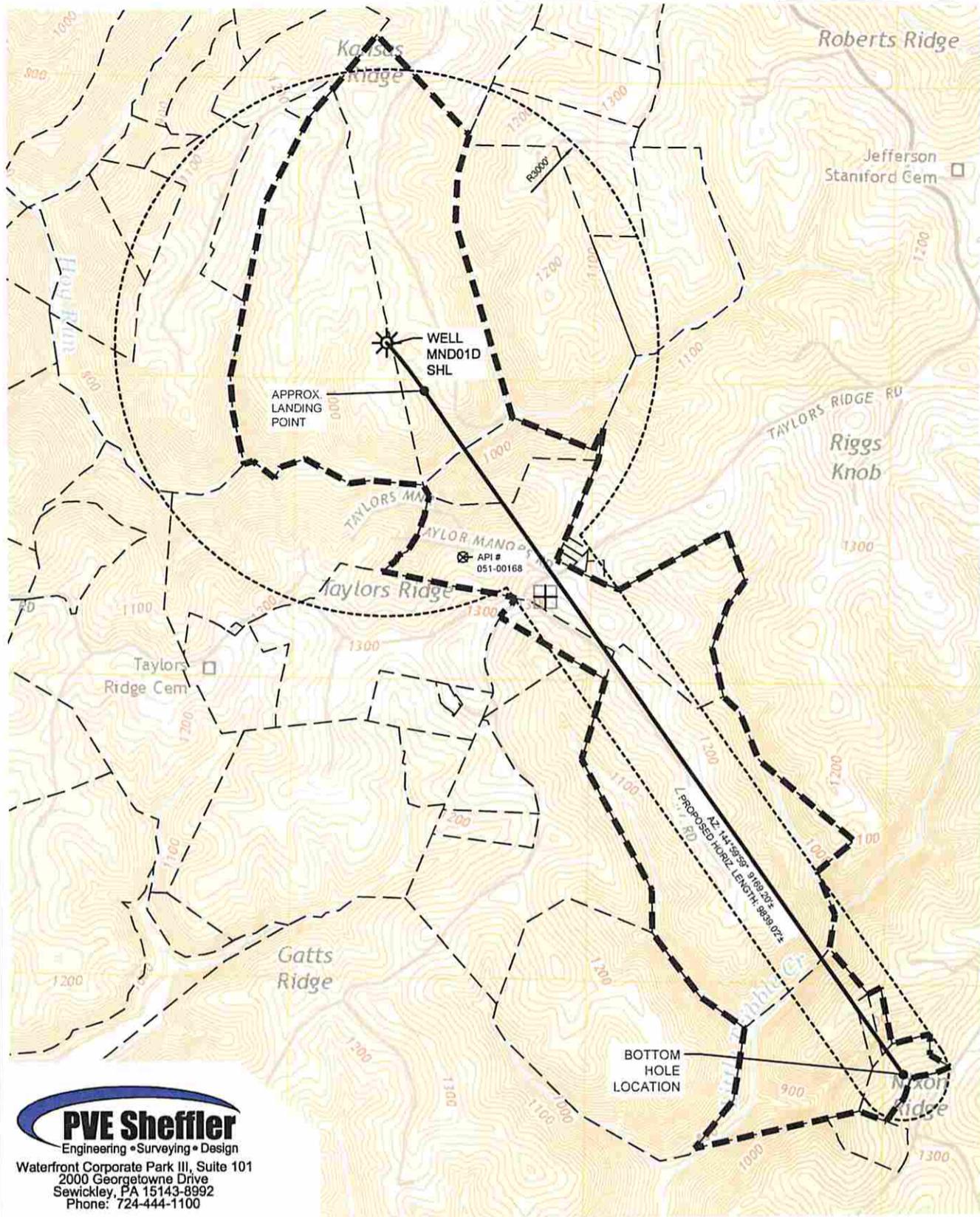
noble energy		DRILLING WELL PLAN													
		MND-01D HS Marcellus Shale Horizontal Marshall County, WV													
Ground Elevation		MND-01D SHL 494175.85N 1642164.11E													
Azim		MND-01D LP 493646.96N 1642574.51E													
WELLBORE DIAGRAM		MND-01D BHL 486135.93N 1647833.79E													
		1152'		145'		MUD		CEMENT		CENTRALIZERS		CONDITIONING		COMMENTS	
HOLE	CASING	GEOLOGY	TOP	BASE											
26	20" 94#	Conductor	40	40	AIR	Type III Surface to TD	N/A	Ensure the hole is clean at TD.	Conductor casing = 0.438" wall thickness						
17 1/2	13-3/8" 54.5# J-55 BTC	FW Shows	521	521	Air or Fresh Water Based Mud	15.6 ppg Class A, 0.25 lb/sk Lost Circ 30% Excess Yield = 1.18 To Surface	Bow Spring on first 2 joints then every third joint to 100' from surface	Fill with <3% KCl water once casing is at setting depth, circulate a minimum of one hole volume prior to pumping cement.	Surface casing = 0.380" wall thickness Burst=2730 psi						
12 3/8	9-5/8" 36# J-55 LTC	Pittsburgh Coal Surface Casing 1st Salt Sand Big Lime Big Injin Price Formation Int. Casing	687 1097 1731 1908 2024 2137 2652 2437	697 1097 1778 2024 2137 2652 2437	Air or 8.0 SOBIM	15.6ppg Class A +0.25% bicc celliphane flakes 30% Excess Yield=1.18 To Surface	Bow spring centralizers every third joint to 100' feet from surface.	Once casing is at setting depth, circulate a minimum of one hole volume prior to pumping cement.	Intermediate casing = 0.352" wall thickness Burst=3520 psi						
8.75" Vertical		Spechtley Java Pipe Creek Angola Rheinstreet Cashewa Middlesex West River Burkett Tully Limestone Hamilton Marcellus TD Onondaga	3439 4990 5085 5172 5754 6075 6147 6170 6231 6256 6280 6315 6370 16330 6370	3485 5085 5172 5754	Air or 8.0 SOBIM	14.6ppg 65/35 Class A/Poz +1.0 5% fluid Loss additive, +0.3% retarder, +0.6% dispersant, +0.2% antifoam, +0.1% ensitelling 10% Excess Yield=1.27 TOC >= 200' above 8 625' shoe	Rigid Bow Spring every third joint from KOP to TOC	Once at TD, circulate at max allowable pump rate for at least 6x bottoms up. Once on bottom with casing, circulate a minimum of one hole volume prior to pumping cement.	Production casing = 0.361" wall thickness Burst=12640 psi Note: Actual centralizer schedules may be changed due to hole conditions						
8.75" Curve 20# HCP-110 TXP BTC	5-1/2" 20# HCP-110 TXP BTC		6256 6280 6315 6370	6256 6280 6315 6370	12.0ppg-12.5ppg SOBIM		Rigid Bow Spring every joint to KOP								
8.75" Lateral			6370	6360	12.0ppg-12.5ppg SOBIM										

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LP @ 7160' TD @ 7160' TVD / 1649574.51' TD @ +4-6360' TVD +4-16330' MD

Well is located on topo map 9,147 feet south of Latitude: 39° 52' 30"

Well is located on topo map 6,837 feet west of Longitude: 80° 45' 00"



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

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



DATE: JULY 15, 2015

OPERATOR'S WELL #: MND 01 DHS

API WELL # 47 051 01836 MND

STATE COUNTY PERMIT

Handwritten signature and date: 2/7/2015

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

WATERSHED: SHORT CREEK-OHIO RIVER ELEVATION: 1151.00'

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

SURFACE OWNER: MURRAY ENERGY ACREAGE: 126.99

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

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

TARGET FORMATION: MARCELLUS ESTIMATED DEPTH: TVD: 6,360' ± TMD: 15,901' ±

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

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

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

Well is located on topo map 9,146 feet south of Latitude: 39° 52' 30"

SURFACE HOLE LOCATION (SHL)

UTM 17 - NAD83
 N: 4411121.378
 E: 519304.398
NAD27, WV NORTH
 N: 494175.850
 E: 1642164.110
LAT/LON DATUM-NAD83
 LAT: 39.849893
 LON: -80.774340

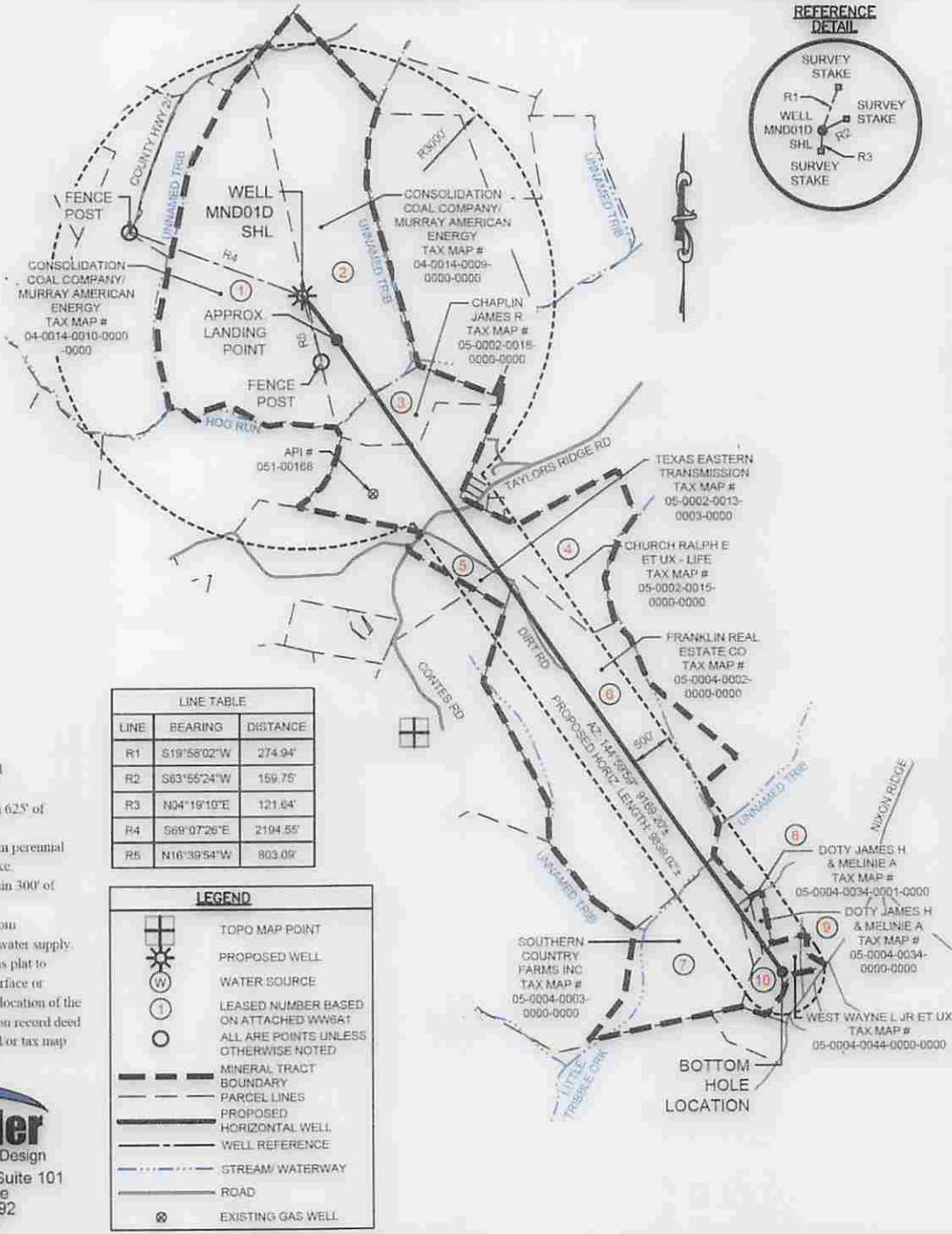
APPROX. LANDING POINT

UTM 17 - NAD83
 N: 4410962.342
 E: 519432.121
NAD27, WV NORTH
 N: 493646.960
 E: 1642574.510
LAT/LON DATUM-NAD83
 LAT: 39.848457
 LON: -80.772852

BOTTOM HOLE LOCATION

UTM 17 - NAD83
 N: 4408700.884
 E: 521072.619
NAD27, WV NORTH
 N: 486135.930
 E: 1647833.790
LAT/LON DATUM-NAD83
 LAT: 39.828042
 LON: -80.753748

**WATER WELLS:
 NONE FOUND**



NOTES:

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

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

Well is located on topo map 6,834 feet west of Longitude: 80° 45' 00"

FILE #: MND 01 DHS
 DRAWING #: MND 01 DHS
 SCALE: 1"=2000'
 MINIMUM DEGREE OF ACCURACY: 1/2500
 PROVEN SOURCE: U.S.G.S. MONUMENT
 OF ELEVATION: H 138; 638.58'

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

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

STATE OF WEST VIRGINIA
 REGISTERED PROFESSIONAL ENGINEER
 18766
 STATE OF WEST VIRGINIA
 REGISTERED PROFESSIONAL ENGINEER
 PLACE SEAL HERE

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



DATE: FEBRUARY 12, 2015 - REV JULY 15, 2015
 OPERATOR'S WELL #: MND 01 DHS
 API WELL # 47 051 01936MND
 STATE WV COUNTY Marshall PERMIT 01936MND
 Office of Oil & Gas
 JUL 23 2015

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

WATERSHED: SHORT CREEK-OHIO RIVER ELEVATION: 1151.00'
 COUNTY/DISTRICT: MARSHALL / CLAY QUADRANGLE: POWHATAN POINT, W. VA./OHIO
 SURFACE OWNER: CONSOLIDATION COAL COMPANY/ MURRAY ENERGY ACREAGE: 126.99
 OIL & GAS ROYALTY OWNER: CNX GAS COMPANY, LLC, ET AL. ACREAGE: 126.99

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

TARGET FORMATION: MARCELLUS ESTIMATED DEPTH: TVD: 6,360' ± TMD: 16,330' ±
 WELL OPERATOR: NOBLE ENERGY, INC. DESIGNATED AGENT: JESSICA ALSOP
 Address: 1000 NOBLE ENERGY DRIVE Address: 301 GOLDEN EAGLE DRIVE
 City CANNONBURG State PA Zip Code 15317 City MORGANTOWN State WV Zip Code 26508

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

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

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

Lease Name or Number	Grantor, Lessor, etc.	Grantee, Lessee, etc.	Royalty	Book/Page
1) 623175	Consolidation Coal Company, et al	CNX Gas Company, LLC	50% Fee Mineral	646/493
		Noble Energy Inc.	50% Fee Mineral	752/066
2) 623173	Consolidation Coal Company, et al	CNX Gas Company, LLC	50% Fee Mineral	646/493
		Noble Energy Inc.	50% Fee Mineral	752/066

**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.

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Well Operator: Noble Energy, Inc.

By: Brian Leonard

Its: Operations Landman.

Lease Name or Number	Grantor, Lessor, etc.	Grantee, Lessee, etc.	Royalty	Book/Page
3.) No number assigned yet	James R. Chaplin	NPAR, LLC	Not less than 1/8	718/322
	NPAR, LLC	Chevron U.S.A. Inc.	N/A	756/332
	Chevron U.S.A. Inc.	Noble Energy, Inc.	N/A	34/502
4.) Q089474000-000	Ralph E. Church and wife, Nancy A. Church, Ralph E. Church II, Patricia Barnhart and Peggy Sue Sebulsy, f/k/a Peggy Sue Hartley	Gastar Exploration, USA Inc.	Not less than 1/8	792/97
	Gastar Exploration USA, Inc.	Antinum Marcellus I, LLC	N/A	29/157
	Gastar Exploration Inc. and Antinum Marcellus I, LLC	Noble Energy Inc. and CNX Gas Company, LLC	N/A	32/185
5.) Q08903550-000	Texas Eastern Transmission, LP	Noble Energy, Inc.	Not less than 1/8	859/510
6.) Q08344200-000	AEP Generation Resources Inc. and Kentucky Power Company	Noble Energy, Inc.	Not less than 1/8	829/157
7.) Q07617000-000	Southern Country Farms, Inc.	Noble Energy, Inc.	Not less than 1/8	801/79
8.) Q07617000-000	Southern Country Farms, Inc.	Noble Energy, Inc.	Not less than 1/8	801/79
9.) Q07617000-000	Southern Country Farms, Inc.	Noble Energy, Inc.	Not less than 1/8	801/79
10.) Q07617000-000	Southern Country Farms, Inc.	Noble Energy, Inc.	Not less than 1/8	801/79

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NOBLE ENERGY ATTN: BRIAN LEONARD
 1000 NOBLE ENERGY DRIVE
 CANTONBURG, PA 15317-9513

STATE OF WEST VIRGINIA
 COUNTY OF MARSHALL

ASSIGNMENT OF OIL AND GAS LEASES

THIS ASSIGNMENT OF OIL AND GAS LEASES (the "Assignment") is made and entered into this 2nd day of July, 2015 (the "Effective Date"), among Chevron U.S.A. Inc., a Pennsylvania corporation (hereinafter "Assignor") and Noble Energy, Inc., a Delaware corporation, and CNX Gas Company, LLC a Virginia limited liability company (collectively hereinafter "Assignees").

WITNESSETH:

WHEREAS, Assignor is the owner of all of the right, title, and interest in and to those certain Oil and Gas Leases situated in Marshall County, West Virginia, which are described in Exhibits "A" and "A-1", attached hereto and made a part hereof (hereinafter the "Leases"); and

WHEREAS, Assignor desires to assign, set over, and transfer to Assignees all of Assignor's right, title, and interest in and to the Leases as described below.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and subject to the limited warranties, restrictions and conditions hereinafter mentioned, the parties hereto, intending to be legally bound, do covenant and agree as follows:

1. Assignment. Assignor does hereby grant, bargain, sell, convey, deliver, assign, set over and transfer, as of the Effective Date, to Assignees, their respective successors and assigns, forever, all of Assignor's right, title and interest in and to the Leases, and the lands covered thereby, together with all rights incident thereto and appurtenances thereon.

TO HAVE AND TO HOLD such right, title and interest in and to the Leases unto Assignees or their designee, and their respective successors and assigns, forever, in accordance with the provisions of this Assignment.

2. Representations and Warranties. Assignor represents and warrants that Assignor has not conveyed or otherwise encumbered its interest in the Leases since the time that Assignor obtained its interests in the Leases. Assignor does covenant, promise and agree, to and with the Assignees, their respective successors and assigns, to forever specially warrant and defend the title to the Leases, or portions thereof included under this Assignment, unto the Assignees and their respective successors and assigns, against the lawful claims of Assignor, and all persons claiming, or to claim, by through or under Assignor.

Assignor represents and warrants that Assignor has paid any and all bonuses, rentals, royalties, overriding royalties, and other payments required by the Leases which were due for the period in which Assignor held its interests in the Leases, and that Assignor has fully performed all conditions necessary to maintain the Leases in full force and effect during such period.

3. Successors and Assigns. The terms of this Assignment shall be binding upon and inure to the benefit of the parties hereto and each of their respective successors and assigns, and such terms shall be covenants running with the land, and with each subsequent transfer or assignment thereof.

4. Further Assurances. Assignor and Assignees hereby agree to take all actions and execute, acknowledge, and deliver all such instruments as are necessary or advisable to effectuate the purposes of this Assignment.

5. Counterparts; Recordation. This Assignment may be executed in any number of counterparts, each of which will be deemed an original instrument, but all of which shall collectively constitute one and the same instrument; provided that none of the parties will be bound to this Assignment unless and until all parties have executed a counterpart. For recording purposes, the signature and/or acknowledgment pages from multiple counterparts may be combined with one or more other counterparts without affecting the effect or validity of this Assignment. Assignees will be responsible for recording this Assignment in the appropriate public record, and will bear any costs associated with such recording.

6. Drafting. Preparation of this Assignment has been a joint effort of the parties and the resulting Assignment must not be construed more severely against any of the parties than against any other.

7. Incorporation. This Assignment is subject to and expressly incorporates the terms of that certain Exchange Agreement dated July 2, 2015 ("Exchange Agreement") executed by and

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 Office of Oil & Gas

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between Assignor and Assignees. The Exchange Agreement will govern to the extent of any conflict between the terms of this Assignment and the Exchange Agreement.

IN WITNESS WHEREOF, and intending to be legally bound hereby, Assignor and Assignees have caused this Assignment to be duly executed the day and year first above written.

ASSIGNEES:

CNX GAS COMPANY LLC

By: Richard K. Elswick
Name: RICHARD K. ELSWICK *DWA*
Title: VICE PRESIDENT

NOBLE ENERGY, INC.

By: Casey M. Kimble *Casey M. Kimble*
Name: Casey M. Kimble
Title: Attorney-in-Fact

ASSIGNOR:

CHEVRON U.S.A. INC.

By: Marc Tate
Name: Marc Tate
Title: Attorney-in-Fact

Jan Pest
MARSHALL County 03:12:34 PM
Instrument No 1385131
Date Recorded 07/13/2015
Document Type ASH
Pages Recorded 5
Book-Page 34-502
Recording Fee \$5.00
Additional \$6.00

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Office of Oil & Gas
JUL 23 2015

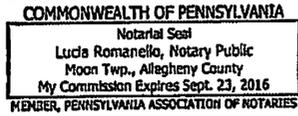
CORPORATE ACKNOWLEDGEMENT

STATE/Commonwealth of Pennsylvania)
) SS:
COUNTY OF Allegheny)

On this the 2nd day of July, 2015, before me, Lucia Romanello the undersigned authority, personally appeared Marc Tate, who acknowledged himself to be the Attorney-In-Fact of CHEVRON U.S.A. INC., a Pennsylvania corporation, and that he as such Attorney-In-Fact, being authorized to do so, executed the foregoing instrument for the purposes therein contained by signing the name of the corporation by himself as Attorney-In-Fact.

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

MY COMMISSION EXPIRES:



Lucia Romanello
Notary Public

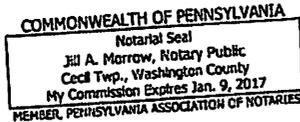
CORPORATE ACKNOWLEDGEMENT

STATE/Commonwealth of Pennsylvania)
) SS:
COUNTY OF Washington)

On this the 7th day of July, 2015, before me, Jill A. Morrow the undersigned authority, personally appeared Casey M. Kimble, who acknowledged himself to be the Attorney-in-Fact of NOBLE ENERGY, INC., a Delaware corporation, and that he as such official, being authorized to do so, executed the foregoing instrument for the purposes therein contained by signing the name of the corporation by himself as Attorney-in-Fact.

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

MY COMMISSION EXPIRES:



Jill A. Morrow
Notary Public

LIMITED LIABILITY COMPANY ACKNOWLEDGEMENT

STATE/Commonwealth of West Virginia)
) SS:
COUNTY OF Putnam)

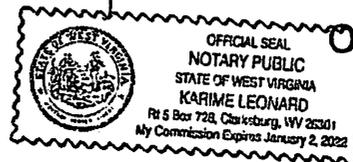
On this the 10th day of July, 2015, before me, Karime Leonard the undersigned authority, personally appeared Richard K. Elswick, who acknowledged himself to be a Vice President of CNX GAS COMPANY LLC, a Virginia limited liability company, and that he as such Vice President, being authorized to do so, executed the foregoing instrument for the purposes therein contained by signing the name of the limited liability company by himself as Vice President.

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

MY COMMISSION EXPIRES: 1.2.2022

Karime Leonard
Notary Public

Prepared by: NOBLE ENERGY, INC.
1000 Noble Energy Drive
Canonsburg, PA 15317



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Office of Oil & Gas
JUL 23 2015

**EXHIBIT "A" TO THAT CERTAIN EXCHANGE AGREEMENT BY AND AMONG
CHEVRON U.S.A. INC., NOBLE ENERGY, INC. AND CNX GAS COMPANY LLC, with
an Effective Date of July 2, 2015**

LEASE SCHEDULE

All of Chevron's right, title, and interest in and to the following Leases, to the extent covering the land described therein:

1. *Lessor: Eugene C. Estep and Elizabeth A. Estep
 Lessee: Chevron, U.S.A., Inc.
 Effective Date: March 27, 2015
 Recording Data: Book 861, Page 613

2. Lessor: James R. Chaplin
 Lessee: NPAR LLC
 Effective Date: August 27, 2010
 Recording Data: Book 718, Page 322

3. Lessor: Lloyd Rutan and Lisa J. Gibson
 Lessee: Chevron U.S.A., Inc.
 Effective Date: March 9, 2013
 Recording Data: Book 793, Page 298

4. Lessor: Brenda Dufford
 Lessee: Chevron U.S.A., Inc.
 Effective Date: March 9, 2013
 Recording Data: Book 793, Page 303

5. Lessor: Jim Arritt, Jr.
 Lessee: Chesapeake Appalachia, LLC
 Effective Date: July 27, 2010
 Recording Data: Book 717, Page 229

6. Lessor: Jim Arritt and Donna Jean Arritt
 Lessee: Chesapeake Appalachia, LLC
 Effective Date: July 27, 2010
 Recording Data: Book 717, Page 231

***Insofar and only Insofar** as pertaining to the portion of the lease lying southwest of a line which intersects the following points using NAD 1927 State Plane West Virginia North:

1. Latitude 39.859141, Longitude -80.769083,
2. Latitude 39.856756, Longitude -80.766845,
3. Latitude 39.855466, Longitude -80.765762
4. Latitude 39.854599, Longitude -80.765489
5. Latitude 39.85385, Longitude -80.765552
6. Latitude 39.85355, Longitude -80.76619

and stipulated to contain 25.04 (Twenty-Five and 4/100) acres, more or less and depicted on Exhibit A-1 (attached hereto and made a part hereof).

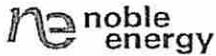
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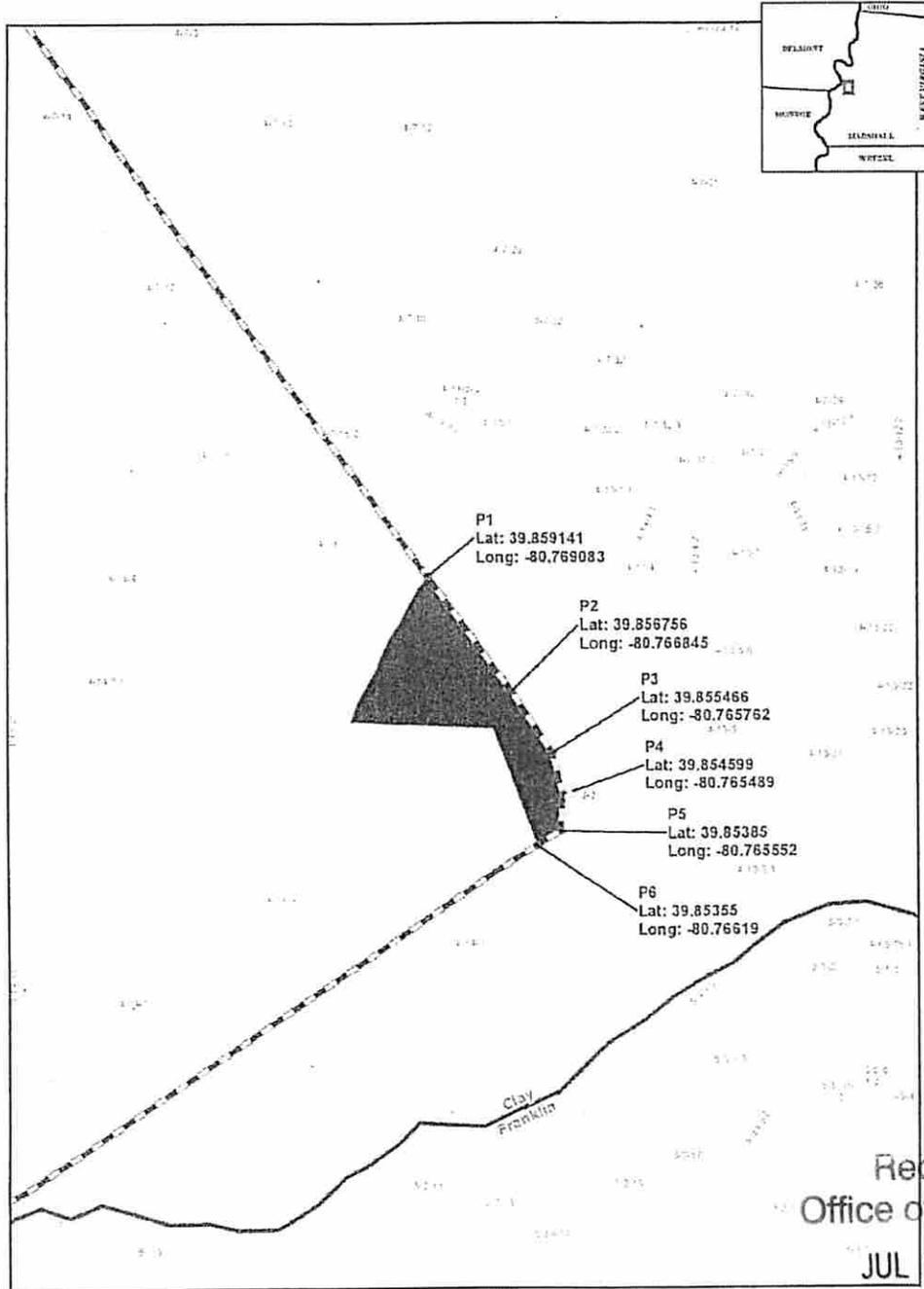
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EXHIBIT "A-1"

EXHIBIT "A-1" TO THAT CERTAIN ASSIGNMENT OF OIL AND GAS LEASES BETWEEN CHEVRON U.S.A. INC., AS ASSIGNOR, AND NOBLE ENERGY, INC. AND CNX GAS COMPANY LLC, AS ASSIGNEES with an Effective Date of July 2, 2015



Estep Lease Split
Clay District, Marshall Co. Wv



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- Lease Split Vertices
- ▭ Noble Energy Unit Boundary
- ▨ Estep Lease Split

0 723
feet
Scale = 637 feet
Author: Sandayron
Data Created: 05/11/2015

Map Data Frame
Projection
NAD 1983 UTM Zone
18N
Units: Foot US

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