



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 26, 2015

WELL WORK PLUGGING PERMIT

Plugging

This permit, API Well Number: 47-4100476, issued to CNX GAS COMPANY LLC , 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.

Upon completion of the plugging well work, the above named operator will reclaim the site according to the provisions of WV Code 22-6-30. The above named operator will also file, as required in WV Code 22-6-23, an affidavit on form WR-38 by two experienced persons in the operator's employment and the Oil and Gas inspector that the work authorized under this permit was performed and a description given. Failure to abide by all statutory and regulatory provisions governing all duties and operations here under may result in suspensions or revocation of this permit and in addition may result in civil and/or criminal penalties being imposed upon the operator.

This permit will expire in two (2) years from date of issue. If there are any questions, please free to contact me at (304) 926-0499 ext. 1654.

James Martin

Chief

Operator's Well No: 6
Farm Name: TETER, ALONZO
API Well Number: 47-4100476
Permit Type: Plugging
Date Issued: 05/26/2015

Promoting a healthy environment.

05/29/2015

1) Date 3/25, 20 15
2) Operator's
Well No. 11116
3) API Well No. 47-041 - 00476

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

APPLICATION FOR A PERMIT TO PLUG AND ABANDON

4) Well Type: Oil ___/ Gas X/ Liquid injection ___/ Waste disposal ___/
(If "Gas, Production X or Underground storage ___) Deep ___/ Shallow X

5) Location: Elevation 1169.65' Watershed Leading Creek
District Freemans Creek County Lewis Quadrangle Vadis

6) Well Operator CNX Gas Company LLC 7) Designated Agent Matt Imrich
Address P.O. Box 1248 Address P.O. Box 1248
Jane Lew, WV Jane Lew, WV

8) Oil and Gas Inspector to be notified 9) Plugging Contractor
Name Barry Stallings Name See Attached
Address 28 Conifer Drive Address _____
Bridgeport, WV 26330

10) Work Order: The work order for the manner of plugging this well is as follows:
See attached work order

Received
Office of Oil & Gas
MAR 27 2015

Notification must be given to the district oil and gas inspector 24 hours before permitted work can commence.

Work order approved by inspector Barry Stallings Date 3-24-15

Attachment – Form WW-4B:

Potential Plugging Contractors:

Waco Oil & Gas
P.O. Box 397
Glennville, WV 26351

Viking Well Service
8113 Sissonville Drive
Sissonville, WV 25320

Stalnaker Energy
220 West Main Street
Glennville, WV 26351

Contractor Services Inc.
929 Charleston Road
Spencer, WV 25276

Coastal Drilling
130 Meadow Ridge Rd, STE 24
Mount Morris, PA 15349

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MAR 27 2015

Plugging Work Order for Permit 47-041-00476

CNX Gas - Well 11116

1. Verify 5-1/2" casing TD, and swab well dry.
 2. Pump cement plug down 5-1/2" from TD to 1300'.
 3. Displace cement from 1300' to TD with 6% gel, 5-1/2" wiper plug & slick line.
 4. Wait on cement before cutting 5-1/2".
 5. Free point, cut 5-1/2" at (~1000'). Pull up 2 feet.
 6. Pump cement plug ~1000' to 650' (csg cut, elev. 858', gas shows). 6% gel to surface.
 7. Pull 5-1/2" casing to 300'.
 8. Pump cement plug from 300' to surface. COVER COAL (269' - 275')
gum
 9. TOH with 5-1/2" casing, and top off cement to surface.
 10. Install 6" diameter x 14' monument (10' below grade, 4' above grade)
- API 47-041-00476

Work Order approved by Inspector

Barry Phillips

Date: 3-24-15

Note: All cement will be Class A. All spacers between plugs will be 6% gel.

GEL SPACERS WILL BE PLACED BETWEEN ALL CEMENT PLUGS.

gmu

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Office of Oil & Gas
MAR 27 2015

4100476P

STATE OF WEST VIRGINIA
DEPARTMENT OF MINES
OIL AND GAS DIVISION

Well No. 11116

WELL RECORD

Permit No. Low-476

Oil or Gas Well Gas
(Kind)

Company Delaware Gas Company
Address P.O. Box 225, Clarksburg, W. Va.
Farm Alonzo A. Teter Acres 78.5
Location (waters) Leading Creek
Well No. 6 Elev. 858'
District Freeman's Creek County Lewis
The surface of tract is owned in fee by Alonzo A. Teter
Address Linn, W. Va.
Mineral rights are owned by Thos. Stockert et al,
Buckhannon, W. Va. Address _____
Drilling commenced 1-14-60
Drilling completed 2-8-60
Date shot _____ Depth of shot _____
Open Flow 5/10ths Water in 3/8" Orifice Inch
Before fracture More than 2,600 Cu. ft. Inch
Volume _____ Cu. Ft.
Rock Pressure 80 lbs. 12 hrs.
Oil _____ bbls., 1st 24 hrs.
Fresh water _____ feet _____ feet
Salt water _____ feet _____ feet

Casing and Tubing	Used in Drilling	Left in Well	Packers
Size			Kind of Packer
16			
18			Size of
10	<u>120' 8"</u>	<u>120' 8"</u>	
8 1/2	<u>812'</u>		Depth set
6 1/2			
5 3/16	<u>1545' 5"</u>	<u>1545' 5"</u>	Perf. top
3			Perf. bottom
2			Perf. top
Liners Used			Perf. bottom

CASING CEMENTED 5-1/2" SIZE 1545' 5" Ft. 2-10-60 Date
COAL WAS ENCOUNTERED AT _____ FEET _____ INCHES
_____ FEET _____ INCHES _____ FEET _____ INCHES
_____ FEET _____ INCHES _____ FEET _____ INCHES

Formation	Color	Hard or Soft	Top	Bottom	Oil, Gas or Water	Depth Found	Remarks
Gravel			0	12			
Sand Stone			12	20			
Slate	Blue		20	30			
Red Rock			30	80			
Slate			80	82			
Lime			82	100			
Red Rock			100	105			
Lime	Blue		105	115			
Red Rock			115	122			
Slate & Shells			122	190			
Red Rock			190	200			
Slate & Shells			200	269			
Coal			269	273			
Lime			273	278			
Slate			278	340			
Sand	(Little Dunkard)		340	372			
Lime			372	398			
Red Rock			398	409			
Slate & Shells			409	593			
Sand	(Gas Sand)		593	632			
Slate			632	640			
Sand	(1st Salt)		640	700			
Slate			700	705			
Sand	(2nd Salt)		705	760	Gas	728-731	Show
Slate			760	810			
Lime	Black		810	830			
Slate & Shells			830	895			
Lime	Black		895	925			
Sand	(3rd Salt)		925	960			
Lime			960	985			
Sand	Maxon		985	1119	Oil Gas	1104-1119 1104-1119	Show 05/29/2015
Slate & Shells			1119	1210			
Red Rock			1210	1232			
Slate & Shells			1232	1235			
Red Rock			1235	1265			
Slate & Shells			1265	1270			
Red Rock			1270	1285			
Lime			1285	1290			
Red Rock			1290	1300			
Slate & Shells			1300	1316			

Formation	Color	Hard or Soft	Top	Bottom	Oil, Gas or Water	Depth Found	Remarks
Little Lime			1316	1338			
Pencil Cave			1332	1356			
Sand (Blue Monday)			1336	1357			
Big Lime			1357	1440			
Big Injun			1440	1538	Oil Gas	1457-1467 1515-1525	Show 5/10 W. in Orifices
Slate			1538	1550	Oil	1530-1538	Show
T. D.			1550'				

Nuclear log run 2-9-60
 Gamma shows top of Injun at 1438'
 Temp. log shows gas 1523-1530
 5-1/2" casing cemented 2-10-60 - use 60 sks. Uniflo, 35 sks. Baroid -
 8 sks. Aquagel
 Perforated 5-1/2" 2-15-60 from 1421-1431
 4 shots per foot
 Fractured 2-16-60 - 30,000# Sand - 200 gal. Mud Acid - 600 bbl. water
 Estimated open flow 1,000 MCF +
 Rock Pressure 675# in 12 hours.

05/29/2015

MET RECORD Date **March 7**, 1960
 APPROVED **DELAWARE GAS COMPANY**
 DEPARTMENT OF WINDS
 By **J. Robert Hornor, President**

Formation	Color	Hard or Soft	Top	Bottom	Oil, Gas or Water	Depth Found	Remarks
Little Lime			1316	1338			
Pencil Cave			1332	1336			
Sand (Blue Monday)			1335	1357			
Big Lime			1357	1440			
Big Injun			1440	1538	Oil	1457-1467	Show
					Gas	1515-1525	5/10 W. in Orifices
Slate			1538	1550	Oil	1530-1538	Show
T. D.			1550'				

Nuclear log run 2-9-60
 Gamma shows top of Injun at 1438'
 Temp. log shows gas 1523-1530
 5-1/2" casing cemented 2-10-60 - use 60 sks. Uniflo, 35 sks. Baroid -
 8 sks. Aquagel
 Perforated 5-1/2" 2-15-60 from 1421-1431
 4 shots per foot
 Fractured 2-16-60 - 30,000# Sand - 200 gal. Mud Acid - 600 bbl. water
 Estimated open flow 1,000 MCF +
 Rock Pressure 675# in 12 hours.

05/29/2015

METT BECOME

Date March 7, 1960

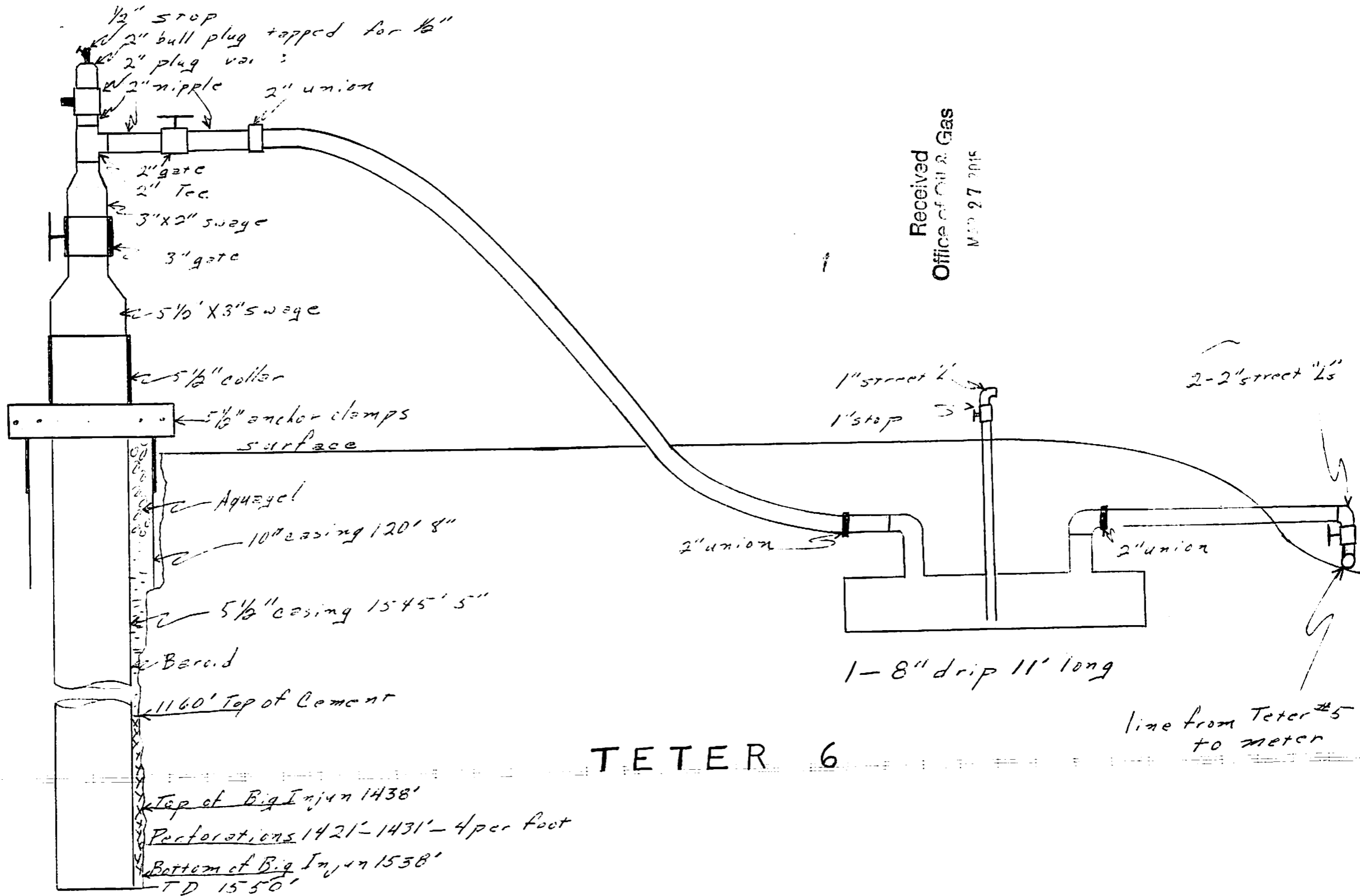
APPROVED DELAWARE GAS COMPANY

DEPARTMENT OF WEIGHTS AND MEASURES

By

J. Robert Horner, President

4100476P



STATE OF WEST VIRGINIA
DEPARTMENT OF MINES
OIL AND GAS DIVISION

4100476P

WELL RECORD

Permit No. 476

Oil or Gas Well (Kind) Gas

Company Delaware Gas Company
 Address P.O. Box 225, Clarksburg, W.V.
 Farm Alonzo A. Teter, Acres 78.5
 Location (waters) Leading Creek
 Well No. 6 Elev. 858'
 District Freemans Creek County Lewis
 The surface of tract is owned in fee by Alonzo A. Teter
 Address Linna, W.V.
 Mineral rights are owned by Thos. Stoehert et al,
Puckhaman, W.V. Address _____
 Drilling commenced 1-14-60
 Drilling completed 2-8-60
 Date shot _____ Depth of shot _____
 Open Flow 3 1/4" orifice /10ths Water in _____ Inch
2 1/2" orifice /10ths Merc. in _____ Inch
 Volume before freeze 2,600 Cu. Ft.
 Rock Pressure 80 lbs. 12 hrs.
 Oil _____ bbls., 1st 24 hrs.
 Fresh water _____ feet
 Salt water _____ feet

Casing and Tubing	Used in Drilling	Left in Well	Packers
Size			Kind of Packer
16			
13			
10	<u>120'8"</u>	<u>120'8"</u>	Size of
8 1/2	<u>8.12</u>		
6 5/8			Depth set
5 3/16	<u>154'5 1/2"</u>	<u>154'5 1/2"</u>	
3			Perf. top
2			Perf. bottom
Liners Used			Perf. top
			Perf. bottom

CASING CEMENTED 5/8" SIZE 154'5 1/2" No. Ft. 2-10-60 Date
 COAL WAS ENCOUNTERED AT _____ FEET _____ INCHES
 _____ FEET _____ INCHES _____ FEET _____ INCHES
 _____ FEET _____ INCHES _____ FEET _____ INCHES

Formation	Color	Hard or Soft	Top	Bottom	Oil, Gas or Water	Depth Found	Remarks
Gravel			0	12			
Sand stone			12	20			
Slate	blue		20	30			
Red rock			30	80			
Slate			80	82			
Lime			82	100			
Red rock			100	105			
Lime	blue		105	115			
Red rock			115	122			
lateral shells			122	190			
Red rock			190	200			
lateral shells			200	269			
Coal			269	273			
Lime			273	278			
Slate			278	340			
Sand	(Little Dunford)		340	372			
Lime			372	398			
Red rock			398	409			
Slate + shells			409	593			
Sand	(Gas Sand)		593	632			
Slate			632	640			
Sand	(1st Salt)		640	700			
Slate			700	705			
Sand	(2nd Salt)		705	760	Gas	728-731	show
Slate			760	810			
Lime	black		810	830			
Slate + shells			830	895			

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MAR 27 2015

05/29/2015

Formation	Color	Hard or Soft	Top	Bottom	Oil, Gas or Water	Depth Found	Remarks
Lime	black		895	925			
Sand	(3rd salt)		925	960			
Lime			960	985			
sand	Hexon		985	1119	oil	1104-1119	show
					Gas	" "	2/10 W 3/8
Slate & Shells			1119	1210			
Red rock			1210	1232			
Slate & Shells			1232	1235			
Red rock			1235	1265			
Slate & Shells			1265	1270			
Red rock			1270	1285			
Lime			1285	1290			
Red rock			1290	1300			
Slate & Shells			1300	1316			
ittle Lime			1316	1332			
Pencil Cave			1332	1335			
sand (Blue Monday)			1335	1357			
Big lime			1357	1440			
Big Injun			1440	1538	oil	1457-1467	show W
					gas	1515-1525	show 10 in
					oil	1530-1538	show 10 in
Slate			1538	1550			
T. D. — — — —			1550'				
<p>Nuclear log run 2-9-60 — showed gas</p> <p>Gamma shows top of Injun at 1438'</p> <p>Temp. log shows gas 15-23-15-30</p> <p>5 1/2" casing cemented 2-10-60 — used 60 stks Unifloc</p> <p>35 stks Baroid — 8 stks Aquagel.</p> <p>Perforated 5 1/2" 2-15-60 from 1421-1431</p> <p>4 shots per foot.</p> <p>Fractured 2-16-60 — 30,000# sand — 200 gal Mud Acid</p> <p>600 bbl water.</p> <p>Estimated open flow 1,000 Mcf per day</p> <p>Rock Pressure 695# in 12 Hours.</p>							

05/29/2015

Date....., 19.....

APPROVED....., Owner

By..... (Title)

DELAWARE PURCHASE PART INTEREST WORKING DISTRICT KENNEDY

71.42 7/10

N ____ E ____
S 30 W 6

11116 **NAME STOCKERT-TETER** **LEASE No. 71949** **ACRES 78.5** **MAP No. 72**

DEEDY	Formation	Top	Bottom	Gas	Oil	Water	CASING RECORD							PULLED		
							Date	Size	Wt.	Grade	Amount	Set	Cemented With	Date	Am	
C	Coal	269	273				1/60	10"			121	121				
Pool	Little Dunkard	340	372				1/60	8 1/2"			812	812				
W.O.	Gas Sand	593	632				4/60	5 1/2"			1545	1545			60 SL. 35 Barnett	
B58	2nd. Salt	706	760	728-31	Shaw										8 Aquapel	
	3rd. Salt	925	960	1104-19	Shaw											
	Nexton	985	1119	1104-19	Shaw											
	Little Lime	1316	1332													
Permit No.	47-041-476															
GAMMA KAT LOG																
	Pencil Cave	1332	1335													
	Blue Monday	1335	1357													
	Big Lime	1357	1440													
	Lajun	1440	1538	1515-86	Shaw		1530-38	1457-67								
1-14-60																
2-16-60	Lajun															
	GAMMA KAT LOG															

SHOE & PACKER DATA					PERFORATING DATA		
Date	Size	Type	Set	Pulled	Depth	Holes	Size
2-9-60		Nuclear			1421-1431	40	

LOGGING DATA				INITIAL DAILY OIL PROD.		
Date	Type	Interval	Co.	Date	Bbls.	Formation

VOLUME AND PRESSURE																	
Reading	Liquid	Opening	SIZE			MINUTE RISE							Hrs.	Days	VOLUME	SAND	
			CSG	TBG	1	2	3	4	5	15	30	60					

REPAIR AND DRILLING DEEPER								REMARKS	
Completed	C.O. To	D.D. To	Volume		Rock Pressure			Date	Remarks
			Before	After	Before	24 Hr. After	10 D. After		
									PART INTEREST WELL-DELAWARE GAS CO. PURCHASE-NO RECORD. F-34940 (WELL NOT OPERATED BY G.G.S.C.)
									Add 7.14 interest acquired by Bill of Sale to 4/15/60 from James A. Whitlock.
									Prod. reported w/ #11115 on Card. of ops. att 8-1-77
TREATMENT DATA (Shot, Fracture, Acidize, Etc.)									
Type	BD Press	Sand	O.F. Before	O.F. After	E.P. Before	E.P. After			
			2.6 M	1,000 M		6.75/1200			

RECEIVED
 Office of
 MAR 27 2015

41-04769

Int. corrected to 71.42 7/10 per [unclear]

STATE OF WEST VIRGINIA
DEPARTMENT OF MINES
OIL AND GAS DIVISION

4100476P
Well No. 11116

WELL DRILLING PERMIT

LEW-476

FEBRUARY 1, 19 60

TO DELAWARE GAS COMPANY
Well Operator

LOCATION OF WELL:

P. O. BOX 225
Street

FREEMANS CREEK DISTRICT

CLARKSBURG, WEST VIRGINIA
City

LEWIS COUNTY

WELL No. 6 ELEVATION 858'

ALONZO A. TETER FARM

78.5 ACRES

The Department of Mines received your Notice and Plat of the Well described above on the 21ST. day of JANUARY, 19 60, showing proposed location for drilling an oil or gas well.

Ten days having expired since the receipt of Notice and Plat and no objections having been made by the coal owners, coal operators, or the Department of Mines, the location is approved and permission is granted you to drill strictly in accordance with the several provisions of Chapter 22, Code of 1931, the Well to be numbered and located as above shown and more particularly as indicated on the Plat on file with this Department.

This Permit is assignable either by separate instrument, or incident to the transfer of title to the oil and gas, or of the right to drill therefor at said location, but no such assignment shall entitle the assignee to drill thereat until he shall have filed with the Department of Mines a certified, or sworn copy of the instrument assigning same, or as an incident to which such assignment was made.

In case the well is not commenced within four months from the above date, this Permit shall expire and be of no further force or effect.

CRAWFORD L. WILSON, DIRECTOR
Chief of Department of Mines

M. E. Hippich
ASSISTANT DIRECTOR, OIL AND GAS DIVISION

Received
Office of Oil & Gas

05/29/2015

4100476 P

WW-4A
Revised 6-07

1) Date: 3/25/15
2) Operator's Well Number
11116
3) API Well No.: 47 - 041 - 00476

STATE OF WEST VIRGINIA
DEPARTMENT OF ENVIRONMENTAL PROTECTION, OFFICE OF OIL AND GAS
NOTICE OF APPLICATION TO PLUG AND ABANDON A WELL

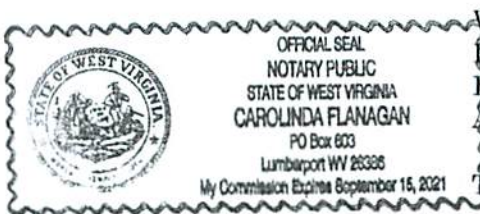
4) Surface Owner(s) to be served:	5) (a) Coal Operator
(a) Name <u>Rick J. and Desari S. Garrett</u> ✓	Name <u>None of Declaration</u>
Address <u>P.O. Box 369</u>	Address _____
<u>Glennville, WV 26351</u>	_____
(b) Name _____	(b) Coal Owner(s) with Declaration
Address _____	Name <u>See Attached</u>
_____	Address _____
_____	_____
(c) Name _____	Name _____
Address _____	Address _____
_____	_____
6) Inspector <u>Barry Stallings</u>	(c) Coal Lessee with Declaration
Address <u>280 Conifer Drive</u>	Name <u>None of Declaration</u>
<u>Bridgeport, WV 26330</u>	Address _____
Telephone <u>304-552-4194</u>	_____

TO THE PERSONS NAMED ABOVE: You should have received this Form and the following documents:

- (1) The application to Plug and Abandon a Well on Form WW-4B, which sets out the parties involved in the work and describes the well its and the plugging work order; and
- (2) The plat (surveyor's map) showing the well location on Form WW-6.

The reason you received these documents is that you have rights regarding the application which are summarized in the instructions on the reverses side. However, you are not required to take any action at all.

Take notice that under Chapter 22-6 of the West Virginia Code, the undersigned well operator proposes to file or has filed this Notice and Application and accompanying documents for a permit to plug and abandon a well with the Chief of the Office of Oil and Gas, West Virginia Department of Environmental Protection, with respect to the well at the location described on the attached Application and depicted on the attached Form WW-6. Copies of this Notice, the Application, and the plat have been mailed by registered or certified mail or delivered by hand to the person(s) named above (or by publication in certain circumstances) on or before the day of mailing or delivery to the Chief.



Well Operator CNX Gas Company LLC
 By: Kelly Eddy
 Its: Permitting Supervisor
 Address P.O. Box 1248
Jane Lew, WV 26378
 Telephone 304-884-2131 - Kelly Eddy, Permitting Supervisor

Received
Office of Oil & Gas
MAR 27 2015

Subscribed and sworn before me this 25TH day of MARCH 2015
Carolinda Flanagan Notary Public
My Commission Expires 9/15/2021

Oil and Gas Privacy Notice

The Office of Oil and Gas processes your personal information, such as name, address and phone number, as a 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 of your personal information, please contact DEP's Chief Privacy Officer at depprivacyoffier@wv.gov.

05/29/2015

ALONZO TETER (#11116), API# 476. M/P IH-1, FREEMANS CREEK DISTRICT,
LEWIS COUNTY. WV

COAL OWNERS:

1. Rick J. & Desari S. Garrett ✓
P.O. Box 369
Glennville, WV 26351
2. Suzanne Keen, Barbara R. Taylor & Laura Kramer
c/o Barbara R. Taylor ✓
3933 NW 72nd Drive
Coral Springs, FL 33065
3. Helen M. Burton ✓
130 Powell Avenue
Stonewood, WV 26301
4. Marlene S. Loudin ✓ Waiver
15079 US HWY 33W
Linn, WV 26384
5. Round Hill Royalty Limited Partnership ✓
P.O. Box 25128
Dallas, TX 75225

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Office of Oil & Gas
MAR 27 2015

4100476P

7014 0510 0000 4142 4722

U.S. Postal Service™
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OFFICIAL USE

Postage	\$ 1.82
Certified Fee	3.30
Return Receipt Fee (Endorsement Required)	2.70
Restricted Delivery Fee (Endorsement Required)	
Total Postage & Fees	\$ 7.82

Postmark Here
MAR - 9 2015

Sent To: Rick J. & Desari S. Garrett
P. O. Box 369
Glenville, WV 26351
P & A Well 11116
Surface Owner

PS Form 3800, August 2006 See Reverse for Instructions

7014 0510 0000 4142 4739

U.S. Postal Service™
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For delivery information visit our website at www.usps.com

OFFICIAL USE

Postage	\$ 1.82
Certified Fee	3.30
Return Receipt Fee (Endorsement Required)	2.70
Restricted Delivery Fee (Endorsement Required)	
Total Postage & Fees	\$ 7.82

Postmark Here
MAR - 9 2015

Sent To: Suzanne Keen, Barbara R. Taylor & Laura Kramer
C/O Barbara R. Taylor
3933-NW 72nd Drive
Coral Springs, FL 33065
P & A Well 11116
Coal Owner

PS Form 3800, August 2006 See Reverse for Instructions

7014 0510 0000 4142 2353

U.S. Postal Service™
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OFFICIAL USE

Postage	\$ 1.82
Certified Fee	3.30
Return Receipt Fee (Endorsement Required)	2.70
Restricted Delivery Fee (Endorsement Required)	
Total Postage & Fees	\$ 7.82

Postmark Here
MAR - 9 2015

Sent To: Helen M. Burton
130 Powell Avenue
Stonewood, WV 26301
P & A Well 11116
Coal Owner

PS Form 3800, August 2006 See Reverse for Instructions

7014 0510 0000 4142 4180

U.S. Postal Service™
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For delivery information visit our website at www.usps.com

OFFICIAL USE

Postage	\$ 1.82
Certified Fee	3.30
Return Receipt Fee (Endorsement Required)	2.70
Restricted Delivery Fee (Endorsement Required)	
Total Postage & Fees	\$ 7.82

Postmark Here
MAR - 9 2015

Sent To: Marlene S. Loudin
15079 US. Highway 33 W
Linn, WV 26384
P & A Well 11116
Coal Owner

PS Form 3800, August 2006 See Reverse for Instructions

7014 0510 0000 4142 4197

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OFFICIAL USE

Postage	\$ 1.82
Certified Fee	3.30
Return Receipt Fee (Endorsement Required)	2.70
Restricted Delivery Fee (Endorsement Required)	
Total Postage & Fees	\$ 7.82

Postmark Here
MAR - 9 2015

Sent To: Round Hill Royalty Limited Partnership
P. O Box 25128
Dallas, TX 75225
P & A Well 11116
Coal Owner

PS Form 3800, August 2006 See Reverse for Instructions

Received
Office of Oil & Gas
MAR 27 2015

05/29/2015

WW-4B

API No.	47-041-00476
Farm Name	Alonzo A. Teter / Rick Garrett
Well No.	11116

**INSTRUCTIONS TO COAL OPERATORS
OWNERS AND LESSEE**

The well operator named on the obverse side of WW-4 (B) is about to abandon the well described in the enclosed materials and will commence the work of plugging and abandoning said well on the date the inspector is notified. Which date shall not be less than five days after the day on which this notice and application so mailed is received, or in due course should be received by the Department of Environmental Protection Office of Oil & Gas.

This notice and application is given to you in order that your respective representatives may be present at the plugging and filling of said well. You are further notified that whether you are represented or not the operator will proceed to plug and fill said well in the manner required by Section 24, Article 6, Chapter 22 of the Code and given in detail on obverse side of this application.

NOTE: If you wish this well to be plugged according to 22-6-24(d) then as per Regulation 35CSR4-13.9 you must complete and return to this office on form OB-16 "Request by Coal Operator, Owner, or Lessee for plugging" prior to the issuance of this plugging permit.

WAIVER

The undersigned coal operator _____ / owner / lessee _____ / of the coal under this well location has examined this proposed plugging work order. The undersigned has no objection to the work proposed to be done at this location, provided, the well operator has complied with all applicable requirements of the West Virginia Code and the governing regulations.

Date: 03-13-15

By: Marlene S. Loudin
Its _____

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Office of Oil & Gas
MAR 27 2015

4100476P

WW-9
Rev. 5/08

Page 1 of 2
API Number 47 - 041 - 00476
Operator's Well No. 11116

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

CONSTRUCTION AND RECLAMATION PLAN AND SITE REGISTRATION APPLICATION FORM
GENERAL PERMIT FOR OIL AND GAS PIT WASTE DISCHARGE

Operator Name CNX Gas Company LLC OP Code 494458046

Watershed Leading Creek Quadrangle Vadis

Elevation 781.72' County Lewis District Freemans Creek

Description of anticipated Pit Waste: Fluids associated with the plugging of existing gas wells

Will a synthetic liner be used in the pit? N/A

Proposed Disposal Method For Treated Pit Wastes:

- Land Application
- Underground Injection (UIC Permit Number _____)
- Reuse (at API Number _____)
- Off Site Disposal (Supply form WW-9 for disposal location)
- Other (Explain Waste Management or Ryan Environmental use vacuum trucks, and properly disposes fluid and waste returns)

Proposed Work For Which Pit Will Be Used:

- Drilling
- Workover
- Other (Explain _____)
- Swabbing
- Plugging

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 Kelly Eddy

Company Official (Typed Name) Kelly Eddy

Company Official Title Permitting Supervisor

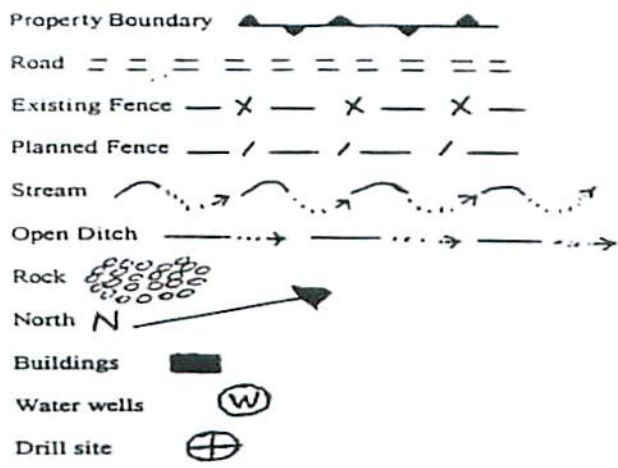
Received
Office of Oil & Gas
MAR 27 2015

Subscribed and sworn before me this 25TH day of MARCH, 2015

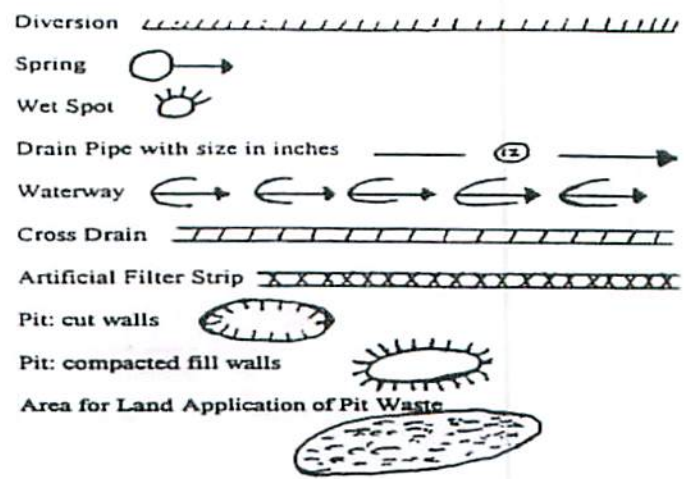
Carolinda J. [Signature]
My commission expires 9/15/2021

Notary Public





LEGEND



Proposed Revegetation Treatment: Acres Disturbed 0.15 acres Prevegetation pH 6.5
 Lime according to pH test Tons/acre or to correct to pH 7.0
 Fertilizer (10-20-20 or equivalent) 500 lbs/acre (500 lbs minimum)
 Mulch hay or straw @ 2 Tons/acre

Seed Mixtures

Area I		Area II	
Seed Type	lbs/acre	Seed Type	lbs/acre
Orchard Grass	25	Orchard Grass	25
Birdsfoot Trefoil	15	Birdsfoot Trefoil	15
Ladino Clover	10	Ladino Clover	10

Attach: Drawing(s) of road, location, pit and proposed area for land application.

Photocopied section of involved 7.5' topographic sheet.

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MAR 27 2015

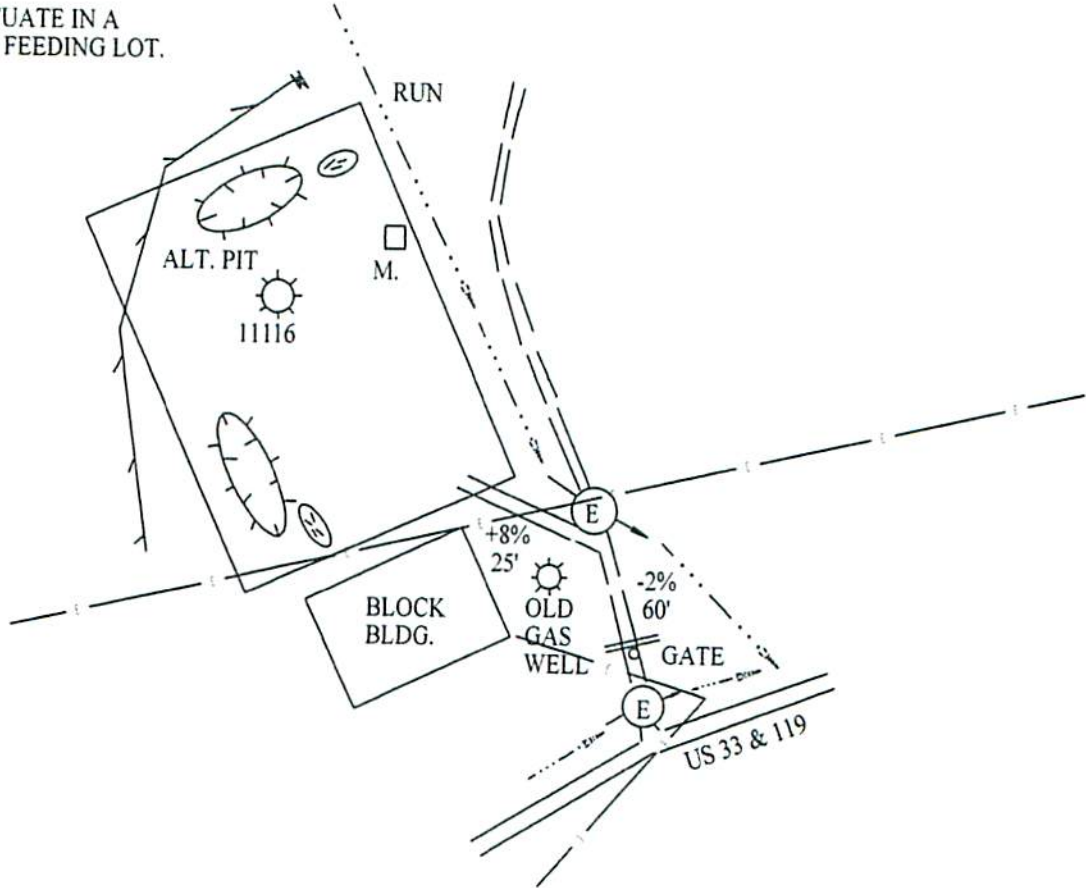
Plan Approved by: Bany Sultop

Comments: _____

Title: inspector Date: 3-24-15

Field Reviewed? () Yes () No

WELL IS SITUATE IN A LIVESTOCK FEEDING LOT.



THIS PLAN IS FOR THE PLUGGING OF AN EXISTING GAS WELL. ALL ROAD IS EXISTING WELL/FARM ROAD. ROCK WILL BE USED WHERE NECESSARY.

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Office of Oil & Gas
MAR 27 2015

LAND SURVEYING SERVICES
21 CEDAR LANE
BRIDGEPORT, WV 26330
PHONE: 304-842-2018 OR 5762

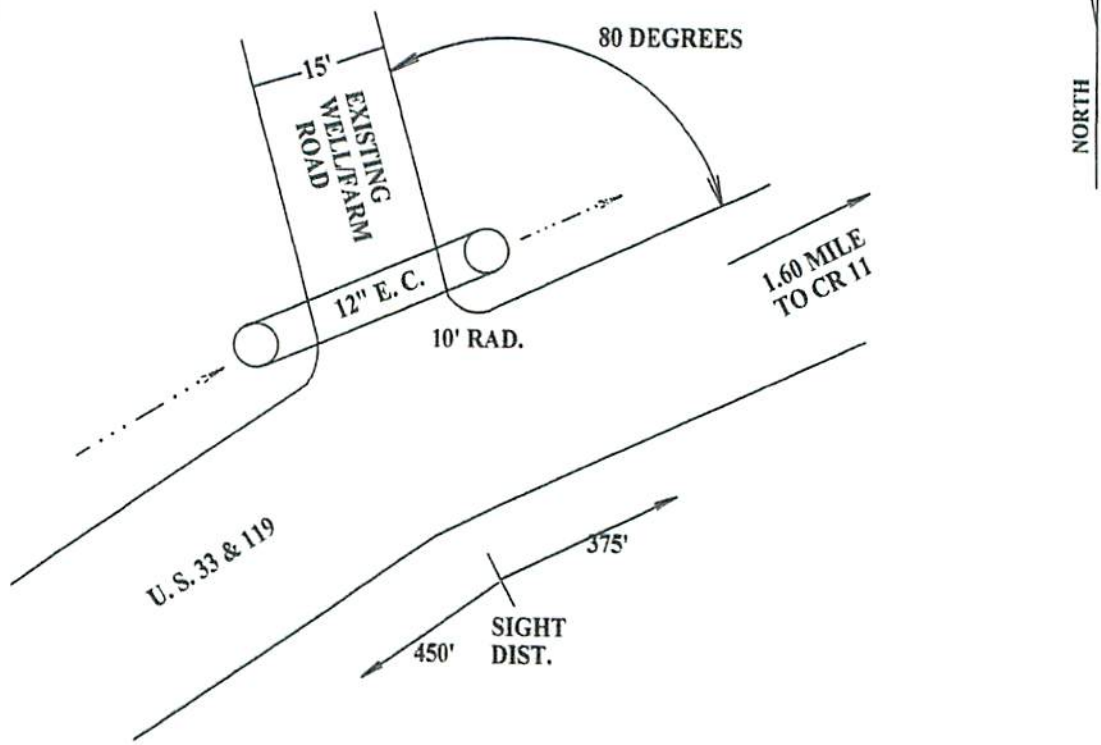
BS 3-24-15

DRAWINGS TO ACCOMPANY FORM WW-9	
CNX GAS COMPANY LLC	
P. O. BOX 1248	
JANE LEW, WV 26378	
WATERSHED:	LEADING CREEK
DISTRICT: FREEMANS CK.	COUNTY: LEWIS
QUADRANGLE: VADIS	WELL NO.: 11116
DATE: 11/07/14	PAGE ___ of ___

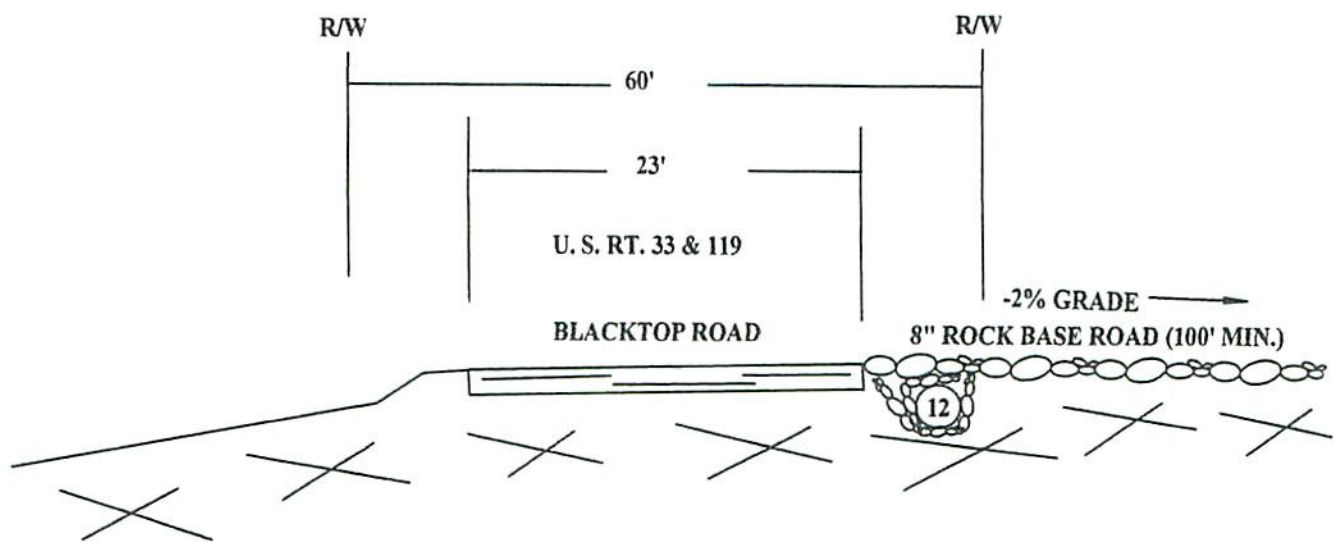
PLAN VIEW NOT TO SCALE.

NAD 83 LAT./LONG.
OF ROAD ENTRY:

N. 39.01457
W. 80.70237



NORTH



SECTION NOT TO SCALE.

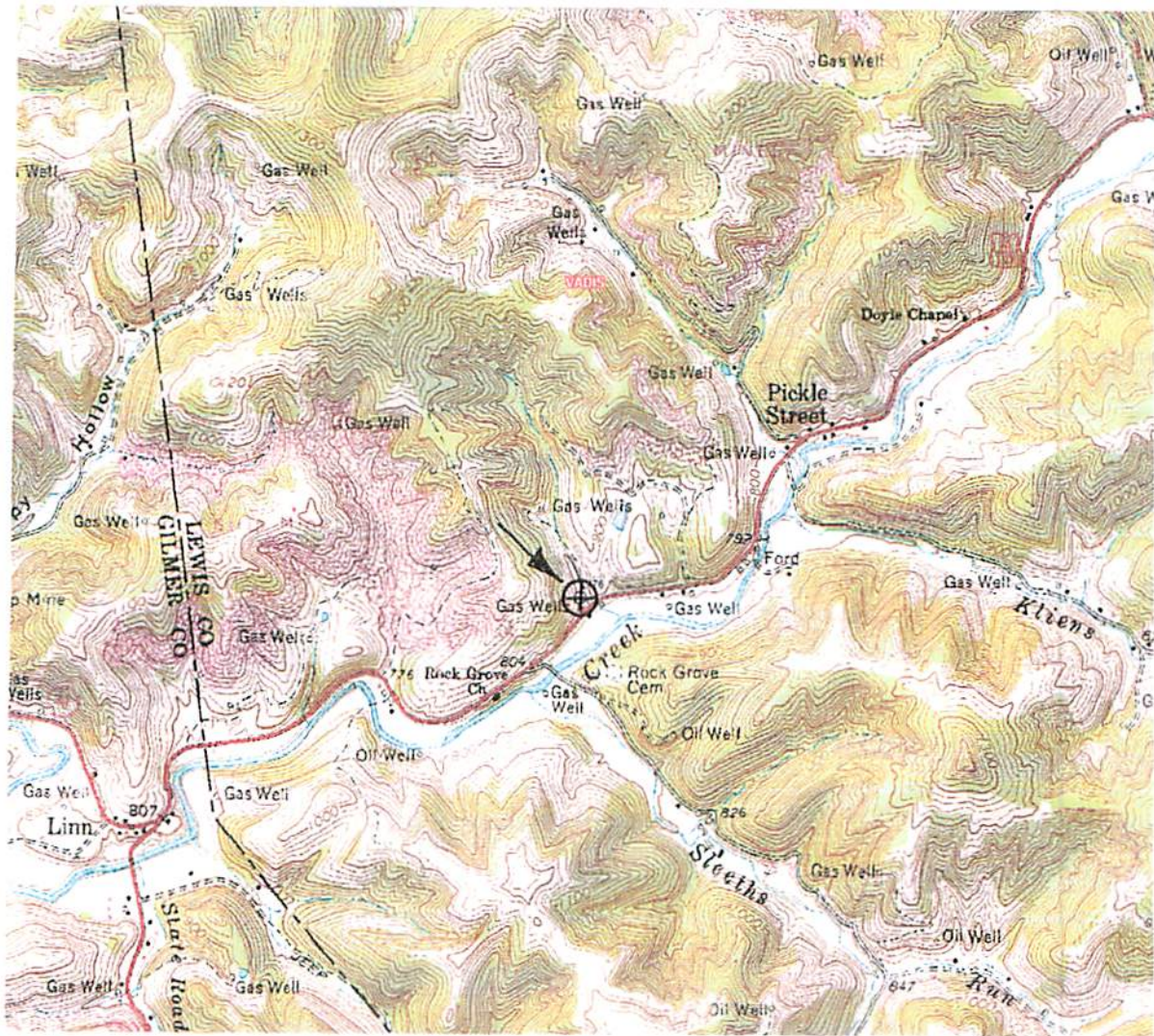
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Office of Oil & Gas
MAR 27 2015

ALL WORK WILL CONFORM TO
WV DOH RULES AND REGULATIONS.



Prepared by:
LAND SURVEYING SERVICES
21 CEDAR LANE
BRIDGEPORT, WV 26330
PHONE: 304-842-2018

CNX GAS COMPANY LLC P. O. BOX 1248 JANE LEW, WV 26378 05/29/2015		
PLAT SHOWING EXISTING ACCESS ROAD ENTRY ONTO U. S. ROUTE 33 & 119		
DISTRICT FREEMANS CREEK	COUNTY LEWIS	STATE WV
DATE 11/07/14	SCALE N/A	DWG. NO. 11116



Received
Office of Oil & Gas
MAR 27 2015

BS 3-24-15

DRAWINGS TO ACCOMPANY FORM WW-9

CNX GAS COMPANY LLC

P. O. BOX 1248

JANE LEW, WV 26378

WATERSHED: LEADING CREEK

DISTRICT: FREEMANS CK. COUNTY: LEWIS

QUADRANGLE: VADIS WELL NO.: 11116

DATE: 11/07/14 PAGE of

LAND SURVEYING SERVICES
21 CEDAR LANE
BRIDGEPORT, WV 26330
PHONE: 304-842-2018 OR 5762

4100476P

WW-7
5-02



West Virginia Department of Environmental Protection
Office of Oil and Gas
WELL LOCATION FORM: GPS

API: 47-041-00476 WELL NO.: 11116
FARM NAME: ALONZO A. TETER
RESPONSIBLE PARTY NAME: CNX GAS COMPANY LLC
COUNTY: LEWIS DISTRICT: FREEMANS CREEK
QUADRANGLE: VADIS
SURFACE OWNER: RICK J. GARRETT
ROYALTY OWNER: FRED H. HUFF, ET. AL.
UTM GPS NORTHING: 4,318,461.90 METERS
UTM GPS EASTING: 525,732.96 METERS GPS ELEVATION: 238.27 METERS (781.72 ft)

The Responsible Party named above has chosen to submit GPS coordinates in lieu of preparing a new well location plat for a plugging permit on the above well. The Office of Oil and Gas will not accept GPS coordinates that do not meet the following requirements:

- 1. Datum: NAD 1983, Zone: 17 Coordinate Units: meters Altitude: Height above mean sea level (MSL) - meters
- 2. Accuracy to Datum - 3.05 meters
- 3. Data Collection Method: Survey Grade GPS : Post Processed Differential Real-Time Differential
Mapping Grade GPS : Post Processed Differential Real-Time Differential

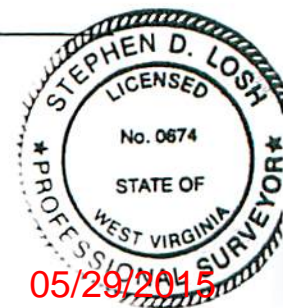
I the undersigned hereby state this data is correct to the best of my knowledge and belief and shows all the information required by law and the regulation issued and prescribed by the Office of Oil and Gas.

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Office of Oil & Gas
MAR 27 2015

Signature
Stephen D. Losh, PS #674

Title WV Professional Surveyor #674

Date 11/07/14



CNX USE: NAD 27 WV NORTH SPC: 11116 = 189,759.84' 1,658,189.09' ELEV. = 781.72'

05/29/2015

4100476P

LAND SURVEYING SERVICES

Stephen D. Losh, PS J. Michael Evans, PS 21 Cedar Lane Bridgeport, WV 26330
Phone & Fax (304) 842-2018 or 842-5762 sdlosh@frontier.com

November 7, 2014

DRIVING DIRECTIONS FOR 11116

From the junction of U. S. Route 33 and 119 and County Route 11 (Vadis Road), proceed west on U. S. Route 33 and 119 for 1.60 miles and turn right on the well road.

Nearest Fire Station: Midway (Vadis)

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Office of Oil & Gas
MAR 27 2015

05/29/2015

7-29-09

CK#
2720024851
100.00

API # 47-041-00A76P

Operator CNX GAS CO, LLC

Well #/Name 1116

Reviewed By _____

End of Comment Period _____

III. Plugging Permit

- WW-4B
- WW-4B signed off by inspector
- WW-4A
- Surface Owner Waiver
- Coal Owner/Operator/Lessee Waiver
- WW-9 front
- Mylar Plat www
- Well Records/Completion report
- Topography Map of well & pit if pit is used
- Certified Mail Receipts or affidavit of personal service
- Bond
- A check for \$100.00 (if a pit is being used)

IV. Coalbed Methane

- _____ WW-5B
- _____ WW-5(B)
- _____ WW-5(B) signed off by inspector
- _____ WW-5A
- _____ Coal Owner/Operator/Lessee Notification/Waiver
- _____ Surface Owner Waiver
- _____ Natural Gas Lessee/Operator Waiver
- _____ Consent To Stimulate. Notified all owners and operators of seams of coal 28 inches or more within 750 feet of proposed well bore and stimulation is requested or a seam that is within 100 vertical feet of proposed stimulation zone.
- _____ WW-9 (page 1 and 2)
- _____ Reclamation Plan
- _____ Inspector Signature on WW-9
- _____ Public Notification (newspaper notification)
- _____ Mylar Plat
- _____ Not within 100 ft. of the outside boundary of the tract
- _____ No permitted CBM wells within 1600 ft. without a waiver from all coal owners and operators.
- _____ Topography Map
- _____ Database for Coal Depths, Permits, Boundaries
- _____ WW-2B (1)
- _____ WW-2A(1)
- _____ Certified Mail Receipts or Affidavit of Personal Service
- _____ Bond
- _____ A check \$900.00 (if no pit \$800.00)
- _____ Workers Comp/Employ. OK

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MAR 27 2015

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4100476P



OK # 2720024851
f100⁰⁰

Carolinda Flanagan
Permitting Analyst
P.O. Box 1248
Jane Lew, WV 26378
(304) 884-2131



March 26, 2015

West Virginia Department of Environmental Protection
Office of Oil & Gas
601 57th Street, SE
Charleston, WV 25304-2345

RE: Wells to be Plug and Abandoned: 2673, 3364, 4279, 10056, and 11116

To Whom it May Concern,

Enclosed, please find the following plugging permits for your review and consideration:

- 2673 – API #47-041-02222
- 3364 – API #47-041-02240
- 4279 – API #47-041-02265
- 10056 – API #47-041-02383
- 11116 – API #47-041-00476

Should you need any further information, please contact me at (304) 884-2057 or by email at carolindaflanagan@consolenergy.com. Thank you!

Sincerely,


Carolinda Flanagan

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Office of Oil & Gas
MAR 27 2015

05/29/2015

OF-6
Rev. 1/11

FORM NUMBER CMS220746

STATE OF WEST VIRGINIA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
OFFICE OF OIL AND GAS
BLANKET BOND FOR OIL OR GAS WELLS,
LIQUID INJECTION WELLS OR WASTE DISPOSAL WELLS

KNOW ALL MEN BY THESE PRESENTS:

(1) That we, CNX Gas Company LLC

(2) CNX Center, 1070 CONSOL Energy Drive, Canonsburg, PA 15317-6508

As Principal, and (3) RLI Insurance Company

(4) P.O. Box 3987, Peoria, IL 61612
a firm and/or a corporation authorized to do business in the State of West Virginia, as Surety, are held and firmly bound unto the State of West Virginia in the just and full sum of (5) two hundred and fifty thousand dollars (\$ 250,000) to the payment thereof well and truly to make, we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the above bound Principal in pursuance of the provisions of Chapter 22, Article 6 and/or 6A, of the Code of West Virginia, 1931, as amended, and the regulations promulgated thereunder, has made or intends to make application to the Chief of the Office of Oil and Gas, Department of Environmental Protection, the State of West Virginia for a permit to perform well work (as defined in Chapter 22, Article 6 and/or 6A), on oil or gas wells and/or liquid injection wells and/or waste disposal wells, or has acquired or purchased, or shall hereafter acquire or purchase such wells, or has been or shall be assigned operating responsibility, for such wells located in West Virginia; and

WHEREAS, THE College as a condition precedent to the issuance of such permit or release of other obligation has required the Principal to furnish a SURETY bond acceptable to the College guaranteeing the performance of said provisions of Chapter 22, Article 6 or 6A, of the Code of West Virginia, 1931, as amended, and the regulations promulgated thereunder;

NOW THEREFORE, the condition of this obligation is such that if the Principal, its personal representatives, successors, heirs and assigns shall in performing all work (as defined in Chapter 22, Article 6 and/or 6A) or operating such wells shall furnish all reports, information and affidavits as may be required by the Department of Environmental Protection, Office of Oil and Gas, documenting that said wells have been plugged and abandoned in accordance with Chapter 22, Article 6, of the Code of West Virginia, 1931, as amended, and the regulations promulgated thereunder, then this obligation to be void; otherwise to remain in full force and effect.

This bond shall be effective from the (11) 02nd day of May, 2012, until released by the Department of Environmental Protection.

IN WITNESS WHEREOF the said Principal has hereunder set his or its hand and affixed his or its seal, and the said surety has caused its corporate name to be signed hereto and its corporate seal to be hereunto affixed by its duly authorized officer or agent this instrument this (12) 02nd day of May, 2012.

(13) Principal CNX Gas Company LLC (Seal)
Corporate Seal

(14) By: Nicholas J. DeIuliis
(Title) Manager
(Must be President or V. President)

(16) Surety RLI Insurance Company (Seal)
Corporate Seal

(17) By: Candra L. Hein
Candra L. Hein, Attorney-in-Fact

(19) Court designated: NA
(Resident West Virginia Agent)

(20) Address: _____

(21) Telephone: _____

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Office of Oil & Gas
MAR 27 2015

(1) (2) (3) (4) (5) (6) (7) (8) (9) (10) (11) (12) (13) (14) (15) (16) (17) (18) (19) (20) (21) (22) (23) (24) (25) (26) (27) (28) (29) (30) (31) (32) (33) (34) (35) (36) (37) (38) (39) (40) (41) (42) (43) (44) (45) (46) (47) (48) (49) (50) (51) (52) (53) (54) (55) (56) (57) (58) (59) (60) (61) (62) (63) (64) (65) (66) (67) (68) (69) (70) (71) (72) (73) (74) (75) (76) (77) (78) (79) (80) (81) (82) (83) (84) (85) (86) (87) (88) (89) (90) (91) (92) (93) (94) (95) (96) (97) (98) (99) (100)

ACKNOWLEDGMENTS

Acknowledgment by Principal if Individual or Partnership

- 1. STATE OF _____
- 2. County of _____ to-wit: _____
- 3. I, _____, a Notary Public in and for the
- 4. county and state aforesaid, do hereby certify that _____ whose name is signed to the foregoing writing, has this day acknowledged the same before me in my said county
- 5. Given under my hand this _____ day of _____ 20_____.
- 6. Notary Seal _____
(Notary Public)
- 8. My commission expires on the _____ day of _____ 20_____.

Acknowledgment by Principal if Corporation or Limited Liability Company

- 9. STATE OF Pennsylvania
- 10. County of Washington to-wit: _____
- 11. I, Kathryn A. Galie, a Notary Public in and for the
- 12. county and state aforesaid, do hereby certify that Nicholas J. DeIulio
- 13. who as, Manager signed the foregoing writing for
- 14. CNX Gas Company, LLC a corporation/LLC, has this day, in my said county, before me, acknowledged the said writing to be the act and deed of the said corp/LLC.
- 15. Given under my hand this 3rd day of May 2012
- 16. Notary Seal Kathryn A. Galie, Notary Public
(Notary Public, Allegheny County, My Commission Expires Oct. 1, 2015)
- 17. [Signature]
- 18. My commission expires on the 3rd day of October 2015.

Acknowledgment by Surety

- 19. STATE OF Missouri
- 20. County of St. Louis City to-wit: _____
- 21. I, JoAnn R. Frank, a Notary Public in and for the
- 22. county and state aforesaid, do hereby certify that Sandra L. Ham
- 23. who as, Attorney-In-Fact signed the foregoing writing for
- 24. RLI Insurance Company a corporation has this day, in my said county, before me, acknowledged the said writing to be the act and deed of the said corporation.
- 25. Given under my hand this 02nd day of May 2012
- 26. Notary Seal JoAnn R. Frank, Notary Public
(Notary Public, Lincoln Co., My Commission Expires June 20, 2014)
- 27. [Signature]
- 28. My commission expires on the 20th day of June 2014.

Sufficiency in Form and Manner Of Execution Approved

This _____ day of _____ 20_____

Attorney General
By _____
(Assistant Attorney General)

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Office of Oil & Gas
MAR 27 2015



RLI Surety
P.O. Box 3967 | Peoria, IL 61612-3967
Phone: (800)645-2402 | Fax: (309)689-2036
www.rlicorp.com

POWER OF ATTORNEY

RLI Insurance Company

Know All Men by These Presents:

That this Power of Attorney is not valid or in effect unless attached to the bond which it authorizes executed, but may be detached by the approving officer if desired.

That **RLI Insurance Company**, an Illinois corporation, does hereby make, constitute and appoint:
Pamela A. Beelman, Cynthia L. Choren, Heidi A. Notheisen, Debra C. Schneider, JoAnn R. Frank, Karen L. Roeder, Sandra L. Ham,
jointly or severally.

in the City of Saint Louis, State of Missouri its true and lawful Agent and Attorney in Fact, with full power and authority hereby conferred, to sign, execute, acknowledge and deliver for and on its behalf as Surety, the following described bond.

Any and all bonds provided the bond penalty does not exceed Twenty Five Million Dollars (\$25,000,000.00).

The acknowledgment and execution of such bond by the said Attorney in Fact shall be as binding upon this Company as if such bond had been executed and acknowledged by the regularly elected officers of this Company.

The **RLI Insurance Company** further certifies that the following is a true and exact copy of the Resolution adopted by the Board of Directors of **RLI Insurance Company**, and now in force to-wit:

"All bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation shall be executed in the corporate name of the Company by the President, Secretary, any Assistant Secretary, Treasurer, or any Vice President, or by such other officers as the Board of Directors may authorize. The President, any Vice President, Secretary, any Assistant Secretary, or the Treasurer may appoint Attorneys in Fact or Agents who shall have authority to issue bonds, policies or undertakings in the name of the Company. The corporate seal is not necessary for the validity of any bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation. The signature of any such officer and the corporate seal may be printed by facsimile."

IN WITNESS WHEREOF, the **RLI Insurance Company** has caused these presents to be executed by its Vice President with its corporate seal affixed this 11th day of July, 2011.



RLI Insurance Company
By: [Signature]
Roy C. Die Vice President

State of Illinois }
County of Peoria } SS

On this 11th day of July, 2011, before me, a Notary Public, personally appeared Roy C. Die, who being by me duly sworn, acknowledged that he signed the above Power of Attorney as the aforesaid officer of the **RLI Insurance Company** and acknowledged said instrument to be the voluntary act and deed of said corporation.

By: [Signature]
Cherie L. Montgomery Notary Public



CERTIFICATE

I, the undersigned officer of **RLI Insurance Company**, a stock corporation of the State of Illinois, do hereby certify that the attached Power of Attorney is in full force and effect and is irrevocable; and furthermore, that the Resolution of the Company as set forth in the Power of Attorney, is now in force. In testimony whereof, I have hereunto set my hand and the seal of the **RLI Insurance Company** this 02nd day of May, 2012 Office of Oil & Gas

RLI Insurance Company
By: [Signature]
Roy C. Die Vice President

MAR 27 2015

**OIL AND GAS ROAD
DISTRICT WIDE BONDING AGREEMENT
For DOH District 7**

THIS AGREEMENT, executed in duplicate, made and entered into this 20th day of March, 2012, by and between the WEST VIRGINIA DEPARTMENT OF TRANSPORTATION, DIVISION OF HIGHWAYS, hereinafter called "DEPARTMENT," and CNX Gas Company, LLC, hereinafter called "COMPANY."

WITNESSETH:

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

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

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

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

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

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

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

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Office of Oil & Gas

MAR 27 2015

05/29/2015

both parties prior to, during and after the operator has completed well fracturing..

IV. In the Project Agreement/Project Permit, the Department shall not require the use of State Owned Roads other than the roads proposed by Company unless the Department has safety concerns as to the Company's proposed roads. A failure to agree on roads that may otherwise be lawfully used for a particular Project Transportation Usage shall result in the designation of the State Owned Roads proposed by Company, with milepost determinations as designated by Department. This Agreement shall only cover portions of State Owned Roads designated on the Project Roads List.

V. For the duration of Company's Project Transportation Usage of the Stated Owned Roads on the Project Roads List, whether by the Company, its contractors (while working on behalf of Company), agents, independent contractors or suppliers of drilling materials or drilling equipment, or employees, the Company agrees to pay for all reasonable maintenance and repair costs incurred by the Department to repair areas of the State Owned Roads included in the Project Roads List that were directly damaged by Company's Project Transportation Usage, as determined to be reasonably necessary and appropriate by the Department. The Department shall keep a record of all labor performed by Department employees and contractors for such maintenance and repairs and shall send an invoice for the same to Company.

VI. Company shall be responsible for the cost of all maintenance and repairs reasonably necessary to put the existing roadways, bridges and appurtenances on the Project Roads List utilized for the Project Transportation Usage in the condition that existed immediately prior to the Project Transportation Usage. Company shall not be required to pay for maintenance or repairs to put any areas of such roadways, bridges and appurtenances on the Project Roads List in a condition better than the condition that existed immediately prior to the Project Transportation Usage. Company shall also not be required to pay for maintenance or repairs to any areas of these roadways, bridges or appurtenances on the Project Roads List that are not actually utilized for the Project Transportation Usage or for damage not caused by Project Transportation Usage.

VII. Company shall notify the Department in writing of Company's final completion of Project Transportation Usage for particular roadways, bridges and appurtenances on the Project Roads List. Within fourteen days after its receipt of written notification of the completion of the Project Transportation Usage for all roads on a Project Roads List, the Department will review the condition of the roadways, bridges and appurtenances on the Project Roads List actually utilized for the Project Transportation Usage and advise Company of any final repairs reasonably necessary to leave these roads, bridges and appurtenances in a condition reasonably deemed by Department to be equal to their condition prior to commencement of Project Transportation Usage; and, upon completion of all such final repairs by or on behalf of Company and acceptance by Department, the Company shall be released from all further liability for maintenance or repairs to roads, bridges, or appurtenances on said Project Roads List. Any maintenance or repair work under the Project Agreement/Project Permit for roads, bridges or appurtenances on the Project Roads List may be performed by a contractor directly chosen by the Company as approved by the Department, the Department's workforce, or a private contractor hired by the Department through the public bid process in accordance with state law, all of which work shall be subject to the standards and specifications of the Department.

VIII. In order to ensure performance of Company's performance and payment obligations under this Bonding Agreement, the Company shall post a corporate surety bond, hereinafter called "Master Bond", with the Department named as the beneficiary, which form of bond shall be subject to the consent of the Department, not to be unreasonably withheld. The amount and form of the bond shall be in accordance with the Policy as set forth above. However, the amount of the Master Bond does not limit the amount of claims that may be made by the Department against the Company under this Bonding Agreement. The Company shall provide the Master Bond to the Department within one (1) month after the execution of this Bonding Agreement. The Master Bond shall secure the good faith performance of all payment obligations of Company under the terms of this Bonding Agreement respecting the roads, bridges and appurtenances on the Project Roads List for each Project Transportation Usage undertaken by the Company, and shall remain in effect until termination of this Agreement. Company shall not be obligated to provide any other bonds, sureties, or other guarantees of performance to the Department for Company's use of State Owned Roads, except as required in this Agreement.

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MAR 27 2015

IX. Company shall maintain Commercial General Liability Insurance in the amount of two million dollars, with a minimum coverage of one million dollars per occurrence, for personal injury or death to persons, or for property damage, resulting from Company's Project Transportation Usage and shall present evidence of such insurance to Department upon request.

X. Company's usage of State Owned Roads under the Project Agreement/Project Permit shall comply with all applicable Federal, State and local laws and regulations including, but not limited to, to the extent applicable, the National Environmental Policy Act, Section 404 of the Clean Water Act, Section 106 of the National Historic Preservation Act, Rare, Threatened and Endangered Species Act, Section 401 Water Quality Certification, and hazardous waste requirements. Further, upon reasonable written request of Department, Company shall furnish Department with acceptable documentation of such compliance which is in the possession of the Company.

XI. Company shall defend, indemnify and hold Department harmless from and against any and all losses, damage, and liability, and from all claims for damages on account of or by reason of bodily injury, including death, which may be sustained, or claimed to be sustained, by any person or persons, including employees of Department, and from and against any and all claims, losses or liabilities for damages to property, arising out of the negligent or willful acts or omissions of Company, its agents, independent contractors and suppliers of drilling materials or drilling equipment, employees and contractors, in the performance of all Project Transportation Usage activities undertaken pursuant to this Agreement (collectively, "claims"). The Company shall not be responsible to indemnify, defend or hold harmless Department for any claims caused by the negligent or willful acts or omissions of the Department or its agents, employees and contractors or third parties not performing work at the direction of Company or delivering drilling equipment or drilling materials, including water, for use by or for company.

XII. If a provision of this Agreement is or becomes illegal, invalid or unenforceable in any jurisdiction, that shall not affect the validity or enforceability of any other provision of this Agreement; or the validity or enforceability in other jurisdictions of that or any other provision of this Agreement.

XIII. Department shall give Company a minimum of thirty days written notice of default under the terms of this Bonding Agreement and the opportunity to cure this default during such thirty-day period. If a default is not cured to the satisfaction of Department, or provision acceptable to Department is not made for a cure, Department may then elect to terminate this Bonding Agreement in whole or in part, and may in addition exercise its rights under the Master Bond or seek any other lawful relief available. Company may terminate this Bonding Agreement upon thirty days written notice to Department for any reason. In the event Company terminates this Agreement for any reason, it shall be liable for the repair and maintenance costs set forth above for prior Project Transportation Usage.

XIV. Nothing herein shall be construed to mean that Company shall have any jurisdiction or control over any public roads in the state road system.

XV. Company, its contractors, agents, employees and suppliers shall at all times be subject to applicable provisions of state and federal law, including without limitation laws requiring operation of vehicles in accordance with legal size and weight restrictions and posted weight limits. Oversize/overweight permits for vehicle or loads not otherwise conforming with law must be obtained in accordance with law; Department agrees to work in good faith with Company to review and grant (where authorized by law) such permits in a timely manner upon request by Company.

XVI. This Bonding Agreement shall be construed and enforced in accordance with the laws of the State of West Virginia, as they may be amended.

XVII. This Bonding Agreement shall be binding upon the successors and assigns of each party hereto.

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MAR 27 2015

05/29/2015

IN WITNESS WHEREOF, the parties hereto have caused this Bonding Agreement to be executed by their duly authorized officers effective as of the date first above written.

WEST VIRGINIA DEPARTMENT OF
TRANSPORTATION,
DIVISION OF HIGHWAYS

Francis R. Lisher
Witness

By: Thomas S. Murphy
State Highway Engineer

Samuel A. Pitt
Witness

By: RLH
Title: Vice President – WV Operations

(To be executed in duplicate)

APPROVED AS TO FORM THIS
9th DAY OF March 2012

[Signature]
ATTORNEY LEGAL DIVISION
WEST VIRGINIA DEPARTMENT
OF HIGHWAYS

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4100476P

Dist. Permit Number _____

BOND Number CMS213855

OIL and GAS DATA INFORMATION SHEET

APPLICANT

Company Name CNX Gas Company, LLC
Address P. O. Box 1248
City Jane Lew ST WV Zip 26378
Contact Person Permit Kelly Eddy Telephone 304-884-2131

24/7 Road Maintenance Contact John Sampson Telephone 304-884-2000 Cell 304-777-7811

24/7 Backup Contact Geoff Fanning Telephone 304-884-2046 Cell 304-376-8409

Drilling/ Fracking will require Usage of Less than 5000 Barrels of fluids _____ 5000 /+

Site Location

Site Name 11116 Road Local Name U. S. Rt. 33 & 119 Rte.# US 33 & 119

Approach location WGS 83 Decimal Format GPS N: 39.01457 W: 80.70237 County Lewis

Location Description

On Rte.# U.S. 33 & 119 being 1.60 miles W of Jct. of Rte.# U.S. 33 & 119 and Rte.# C.R. 11

DOH USE ONLY HAULING ROUTE From US or WV Route (Attach Map)

Name & Rte.#	Beg MP	End MP	Surface Type	Condition
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
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MAR 27 2015

05/29/2015

Well location WGS 83 Decimal Format GPS N: 39.01481 W: 80.70276

WV DEP Permit Number 47 - 041 - 00476
STATE COUNTY PERMIT NUMBER

PERMIT NO. _____

PERMIT TO ENTER UPON, UNDER, OVER OR ACROSS THE STATE ROADS OF THE STATE OF WEST VIRGINIA, AS PROVIDED FOR IN SECTION 6, ARTICLE 16, CHAPTER 17; SECTION 9, ARTICLE 16, CHAPTER 17; SECTION 8, ARTICLE 4, CHAPTER 17, WEST VIRGINIA CODE, 1931, AS AMENDED.

THIS PERMIT, Made this _____ day of _____ 20____, between the WEST VIRGINIA DEPARTMENT OF TRANSPORTATION, DIVISION OF HIGHWAYS, a statutory corporation hereinafter called DIVISION and _____ CNX Gas Company, LLC

Address: _____ P. O. Box 1248 Jane Lew, WV 26378 _____ Phone No: _____ 304-884-2046 hereinafter called APPLICANT.

WITNESSETH

In consideration of the hereinafter set out covenants and in accordance with Section 6, Article 16, Chapter 17; or Section 9, Article 16, Chapter 17; or Section 8, Article 4, Chapter 17, of the Official Code of West Virginia, 1931, as amended, and the rules and regulations promulgated thereunder, APPLICANT does hereby apply to enter

Route Type & No. _____ U. S. 33 and 119 _____ DOH Project No. _____ (if applicable); at _____ 1.60 miles W of junction with Co. Rt. 11 (Vadis Road) _____ Mile Post _____ in _____ Lewis _____ County, for the purposes hereinafter set forth and in accordance with the plans and specifications which are attached hereto and made a part hereof: _____ to utilize and maintain an existing entrance for ingress and egress on U. S. 33 and 119 for the purpose of plugging existing well 11116. See attached road entry sketch.

APPLICANT further agrees to accept the conditions hereinafter set forth:

1. APPLICANT shall deposit with DIVISION the sum of \$ _____ in the form of an official, certified or cashier's check, or executed bond with surety satisfactory to DIVISION to cover any damage and inspection costs DIVISION may sustain by reason of the granting of this permit, including any expense incurred in restoring said highway to its original condition or the proper repair of any and all damages that may result within one (1) year from the date of the completion of said work.
2. APPLICANT agrees to reimburse DIVISION for inspection costs as follows:
 - A. For any inspection costs incurred under this permit.
 - B. At \$ _____ per linear foot for _____ feet of water line installed under this permit
 - C. At \$ _____ per linear foot for _____ feet of sewer line installed under this permit
3. APPLICANT shall notify DIVISION at least 48 hours in advance of the date the work will begin. Failure to comply will be cause for cancellation of this permit.
4. APPLICANT agrees to protect its employees, equipment and users of the highway at all times in accordance with the current Division of Highways manual "Traffic Control For Street and Highway Construction and Maintenance Operations".
5. APPLICANT agrees to comply with all applicable state and federal laws in the performance of work under this permit.
6. Supplementary conditions cited on the reverse side of this permit are understood and agreed to be a part hereof.
7. The work authorized under this permit shall be completed on or before (Date): _____ MAR 27 2015

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RECOMMENDED:

Title _____

Kelly Eddy permitting supervisor
Signature and Title of Applicant

05/29/2015

BOND REQUIREMENT:

BOND NO. CMS 213855 /DATE 5/23/11

APPROVED:

Attached On File

INSPECTION: Owner/Consultant

Title _____

Full Time Part Time

West Virginia Division of Highways

Periodic Reimbursable No Cost

AUTHORIZATION NO: _____

PERMIT NO: _____

CHAPTER 17 WEST VIRGINIA CODE, 1931

§17-4-8. Use of roadbed by railroad, telephone company, etc.

No railroad or electric or other railway shall be constructed upon the roadbed of any state road, except to cross the same, nor shall any person, firm or corporation enter upon or construct any works in or upon such road, or lay or maintain thereon or thereunder any drainage, sewer or water pipes, gas pipes, electric conduits or other pipes, nor shall any telephone, telegraph or electric line or power pole, or any other structure whatsoever, be erected upon, in or over any portion of a state road, except under such restrictions, conditions and regulations as may be prescribed by the state road commissioner. Whenever any railroad or electric or other railway, heretofore or hereafter constructed, shall cross any state road, it shall be required to keep its own roadbed, and the bed of the road or highway at such crossing, in proper repair, or else to construct and maintain an overhead or undergrade crossing, subject to the approval of the state road commissioner; and the tracks of such railroad or railway at grade crossings shall be so constructed as to give a safe and easy approach to and across the same, and when the construction of such approaches is made necessary by a change in the railroad grade at the grade crossing, the cost shall be upon the railway company.

§17-16-6. Permit by commission or county court for openings in or structures on public roads; franchises and easements of oil, etc., transportation companies.

No opening shall be made in any state or county-district road or highway, nor shall any structure be placed therein or thereover, nor shall any structure, which has been so placed, be changed or removed, except in accordance with a permit from the state road commission or county court, as the case may be. No road or highway shall be dug up for laying or placing pipes, sewers, poles or wires, or for other purposes, and no trees shall be planted or removed or obstructions placed thereon, without the written permit of the commission or county court, or its duly authorized agent, and then only in accordance with the regulations of the commission or court. The work shall be done under the supervision and to the satisfaction of the commission or court; and the entire expense of replacing the highway in as good condition as before shall be paid by the persons to whom the permit was given, or by whom the work was done: **Provided, however,** That nothing herein contained shall be so construed as to prevent any oil or gas company or person having a proper permit or franchise from transporting oil or gasoline along any of the public highways of this State, nor to give such company a franchise without paying to the landowners through whose lands such road passes the usual and customary compensation paid or to be paid to the landowners for such right of way. Any grant or franchise when made shall be construed to give to such company or person only the right to use the easement in such public road.

A violation of any provision of this section shall be a misdemeanor, and the person or corporation violating the same shall, upon conviction thereof, be fined not less than twenty-five nor more than one hundred dollars for each offense.

§17-16-9. Private driveways or approaches to roads; obstruction of ditches.

The owner or tenant of land fronting on any state road shall construct and keep in repair all approaches or driveways to and from the same, under the direction of the state road commission, and, likewise, the owner or tenant of land fronting on any county-district road shall construct and keep in repair approaches or driveways to and from the same, under the direction of the county road engineer, and it shall be unlawful for such owner or tenant to fill up any ditch, or place any material of any kind or character in any ditch, so as in any manner to obstruct or interfere with the purposes for which it was made.

SUPPLEMENTARY CONDITIONS

1. The person, firm or corporation to whom a permit is issued agrees to hold the State of West Virginia and DIVISION harmless on account of any damages to persons or property which may arise during the process of the work authorized by this permit or by reason thereof.
2. Applications for permission to perform work within highway rights of way shall be made on DIVISION'S standard permit form and shall be signed by the authorized representative of the person, firm or corporation applying.
3. The APPLICANT shall give detailed information concerning the work to be performed and the application must include a sketch sufficient to show the nature of the work performed.
4. APPLICANT, his agents, successor, heirs or assigns, contractors or any other person, firm or corporation working under APPLICANT'S real or apparent authority, shall perform the work in a manner satisfactory to DIVISION. Damage to the road resulting at any time from work authorized under this permit shall be repaired by APPLICANT. Unsatisfactory repairs may be corrected by DIVISION or its authorized agent and the cost thereof paid by APPLICANT.
5. DIVISION assumes no liability for damage to the proposed work by reason of construction or maintenance work on the road.
6. This permit is granted subject to removal of the authorized installation by APPLICANT at no cost to DIVISION when required for improvement of the road, and subject to all regulations now or hereafter adopted by DIVISION.
7. Utility installation shall be in accordance with the current manual, "Accommodation of Utilities on Highway Right of Way".
8. Driveways shall be in accordance with the current manual, "Rules and Regulations for Constructing Driveways on State Highway Rights-of-Way."
9. DIVISION reserves the right to cancel this permit at any time, should APPLICANT fail to comply with the terms and conditions under which it is granted.
10. This permit is granted only insofar as the DIVISION has a right to do so.

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Office of the Gas
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03/29/2015