

#### 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

July 16, 2015

#### WELL WORK PERMIT Horizontal 6A Well

This permit, API Well Number: 47-6101712, 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.

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

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

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

Operator's Well No: WTN2GHS

Farm Name: CONSOLIDATION COAL COMPA

API Well Number: 47-6101712

Permit Type: Horizontal 6A Well

Date Issued: 07/16/2015

API Number: 6101712

#### **PERMIT CONDITIONS**

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

#### CONDITIONS

- This proposed activity may require permit coverage from the United States Army Corps of Engineers
  (USACE). Through this permit, you are hereby being advised to consult with USACE regarding this proposed
  activity.
- 2. If the operator encounters an unanticipated void, or an anticipated void at an unanticipated depth, the operator shall notify the inspector within 24 hours. Modifications to the casing program may be necessary to comply with W. Va. Code § 22-6A-5a (12), which requires drilling to a minimum depth of thirty feet below the bottom of the void, and installing a minimum of twenty (20) feet of casing. Under no circumstance should the operator drill more than one hundred (100) feet below the bottom of the void or install less than twenty (20) feet of casing below the bottom of the void.
- 3. When compacting fills, each lift before compaction shall not be more than 12 inches in height, and the moisture content of the fill material shall be within limits as determined by the Standard Proctor Density test of the actual soils used in specific engineered fill, ASTM D698, Standard Test Method for Laboratory Compaction Characteristics of Soil Using Standard Effort, to achieve 95 % compaction of the optimum density. Each lift shall be tested for compaction, with a minimum of two tests per lift per acre of fill. All test results shall be maintained on site and available for review.
- 4. Operator shall install signage per § 22-6A-8g (6) (B) at all source water locations included in their approved water management plan within 24 hours of water management plan activation.
- 5. Oil and gas water supply wells will be registered with the Office of Oil and Gas and all such wells will be constructed and plugged in accordance with the standards of the Bureau for Public Health set forth in its Legislative rule entitled Water Well Regulations, 64 C.S.R. 19. Operator is to contact the Bureau of Public Health regarding permit requirements. In lieu of plugging, the operator may transfer the well to the surface owner upon agreement of the parties. All drinking water wells within fifteen hundred feet of the water supply well shall be flow tested by the operator upon request of the drinking well owner prior to operating the water supply well.
- 6. Pursuant to the requirements pertaining to the sampling of domestic water supply wells/springs the operator shall, no later than thirty (30) days after receipt of analytical data provide a written copy to the Chief and any of the users who may have requested such analyses.
- 7. If any explosion or other accident causing loss of life or serious personal injury occurs in or about a well or well work on a well, the well operator or its contractor shall give notice, stating the particulars of the explosion or accident, to the oil and gas inspector and the Chief, within 24 hours of said accident.
- 8. During the casing and cementing process, in the event cement does not return to the surface, the oil and gas inspector shall be notified within 24 hours.
- Operator shall provide the Office of Oil & Gas notification of the date that drilling commenced on this well.
   Such notice shall be provided by sending an email to DEPOOGNotify@wv.gov within 30 days of commencement of drilling.

API NO. 47-061 -01712	
OPERATOR WELL NO. WTN	12GHS
Well Pad Name: WTN2HS	

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

1) Well Operator: CNX Gas (	Company LLC	494458046	Mononaglia	Battelle	Wadestown
		Operator ID	County	District	Quadrangle
2) Operator's Well Number: W	TN2GHS	Well P	ad Name: WTN	2HS	
3) Farm Name/Surface Owner:	Consolidation Coal	Company Public Ro	oad Access: Mas	son Dixon	Highway
4) Elevation, current ground:	1080.87 E	Elevation, propose	d post-construction	on: 1085	
5) Well Type (a) Gas X Other	Oil _	Un	derground Storag		
(b)If Gas Sha	allow X	Deep			
6) Existing Pad: Yes or No No	rizontal X	J	Yaim D Kil	न्त्री उ	1/26/2015
<ul><li>7) Proposed Target Formation(s</li><li>Target - Marcellus, Depth - 73</li></ul>				Pressure(s	):
8) Proposed Total Vertical Dep	th: 7535'				
9) Formation at Total Vertical I	Depth: Ononda	iga			
10) Proposed Total Measured D	Depth: 19,599'				
11) Proposed Horizontal Leg L	ength: 9334'				
12) Approximate Fresh Water S	Strata Depths:	404', 665', 758	3'		
<ul><li>13) Method to Determine Fresh</li><li>14) Approximate Saltwater Dep</li></ul>		Offset Well Infor	mation		
15) Approximate Coal Seam Do	epths: 404', 665	5', 753', 758'			
16) Approximate Depth to Poss	ible Void (coal n	nine, karst, other):	None Anticipa	ted	
17) Does Proposed well locatio directly overlying or adjacent to			No.		RECEIVED
(a) If Yes, provide Mine Info:	Name: Fed	ieral #2		Offi	ce of Oil and Gas
A series beginns time miss	Depth: 758				APR 1 4 2015
	Seam: Pitt	sburgh #8		14/	V Department of
	Owner: Pat	riot Coal			enmental Protection

WW-6B	
(10/14)	

API NO. 47	
OPERATOR WELL NO.	WTN2GHS

Well Pad Name: WTN2HS

18)

#### CASING AND TUBING PROGRAM

TYPE	Size (in)	New or Used	<u>Grade</u>	Weight per ft. (lb/ft)	FOOTAGE: For Drilling (ft)	INTERVALS: Left in Well (ft)	CEMENT: Fill-up (Cu. Ft.)/CTS
Conductor	20	N	J-55	94	80	80	90.3/ CTS
Fresh Water	13.375	N	J-55	54.5	858	808	420.9/ CTS
Coal							
Intermediate	9.625	N	J-55	36	2800	2750	645.8/ CTS
Production	5.5	N	P-110	20	19599	19549	3229.2
Tubing	2.375	N	J-55	4.7	N/A	7400	
Liners							

AJK 2/26/200

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	2110	0	Class A	1.18
Fresh Water	13.375	17.5	0.380	2730	0	Class A	1.39
Coal							
Intermediate	9.625	12.25	0.352	3520	1745.1	Class A	1.18
Production	5.5	8.75	0.361	14360	6310.2	Class A	1.26
Tubing	2.375	5.5" CSG	0.190	7700			
Liners							

**PACKERS** 

	PACKERS	RECEIVED
Kind:	None	Office of Oll and Gas
Sizes:	None	APR 1 4 2615
Depths Set:	None	WV Department of Environmental Protection

WW-6B
(10/14)

API NO. 47	
OPERATOR WELL NO.	WTN2GHS
Well Pad Name: WTN2	HS

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

Drill and stimulate new horizontal Marcellus well. Well to be drilled to a TMD of 19599'. Well to be drilled to a TVD of 7535', formation at TVD - Onondaga. The well bore will not be drilled any deeper than 100' beyond the Onondaga top, nor will there be any perforation, stimulation, or production of any formations below the target formation. Well will be plugged back to an approximate depth of 6000' (approximate due to exact kick off point being unknown). Plugging back will be done using the displacement method and Class A Type cement. A solid cement plug will be set from TD to KOP. If an unexpected void is encountered, plan will be to set casing at a minimum of 30' past void and cement to surface with approved Class A type cement.

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.

Max Pressure - 9500 psi. Max Rate - 100 bbl/min.

- 21) Total Area to be disturbed, including roads, stockpile area, pits, etc., (acres): 9.39
- 22) Area to be disturbed for well pad only, less access road (acres): 4.047
- 23) Describe centralizer placement for each casing string:

Conductor - No centralizers used.

Surface - Rigid Bow spring centralizers on first joint then every third joint to surface.

Intermediate - Rigid Bow spring centralizers one on the first two joints and every third joint to surface.

Production - Rigid bow spring centralizer on first joint then every casing joint (free floating) through the lateral and every other joint in the curve. (Note: cementing the 5 1/2" casing completely in open hole lateral and curve.)

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

Conductor - 2% CaCl2.

Surface - 3% CaCl2 & 1#/sk Celloflake LCM.

Intermediate - 3% CaCl2 & 0.5#/sk Celloflake LCM.

Production - 2.6% Cement extender, 0.7% Fluid loss additive, 0.5% High Temperature Retarder, 0.2% Friction Reducer

#### 25) Proposed borehole conditioning procedures:

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Office of Oil and Gas

Conductor - The hole is auger drilled w/ air and casing ran in air.

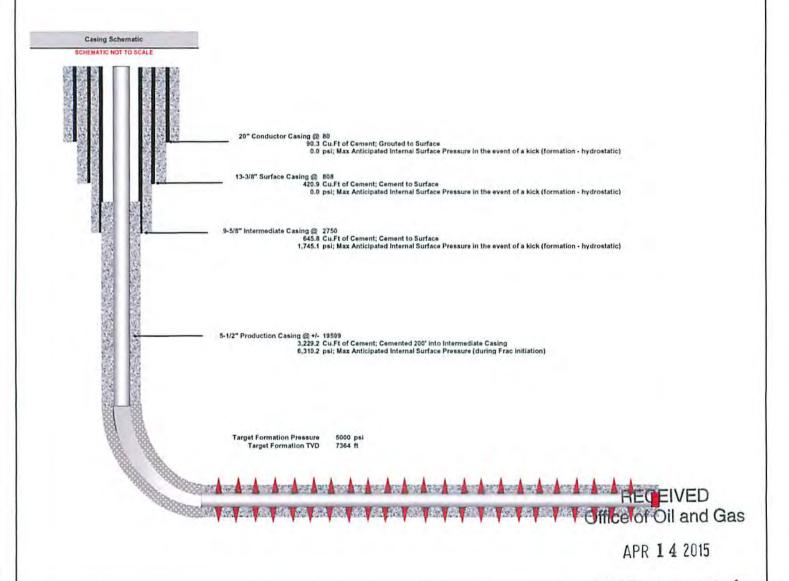
Intermediate - The hole is drilled w/ air and casing is ran in air. (Note: Drilling soap may be utilized if the hole gets wet/damp during the drilling of all air holes with the exception of the conductor).

Production - The hole will be drilled with synthetic oil base mud. At TD the hole is circulated in the hole is clean. Once casing is ran the hole is circulated for a minimum of one hole volume prior to pumping cement.

<sup>\*</sup>Note: Attach additional sheets as needed.



#### WTN2GHS



WV Department of Environmental Protection

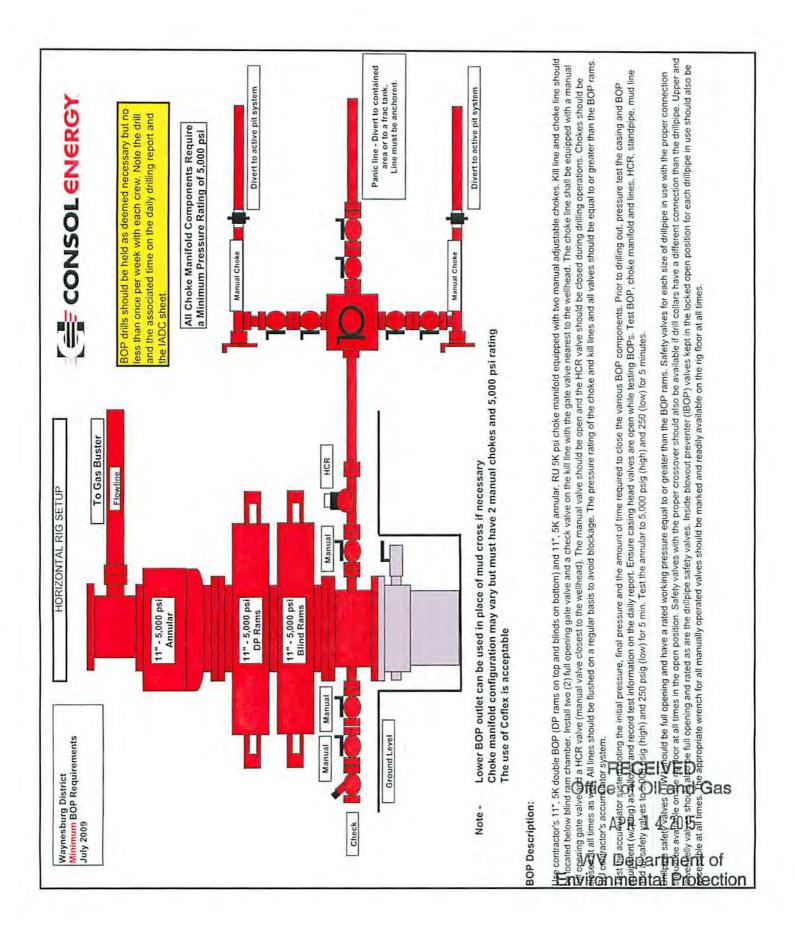
#### **Cement Additives**

- Conductor 2% CaCl2
- Freshwater/Coal 2% CaCl2
- Intermediate 2% CaCl2
- Production
  - o 2.6% Cement extender
  - o 0.7% Fluid Loss Additive
  - o 0.5% High Temperature Retarder
  - o 0.2% Friction Reducer

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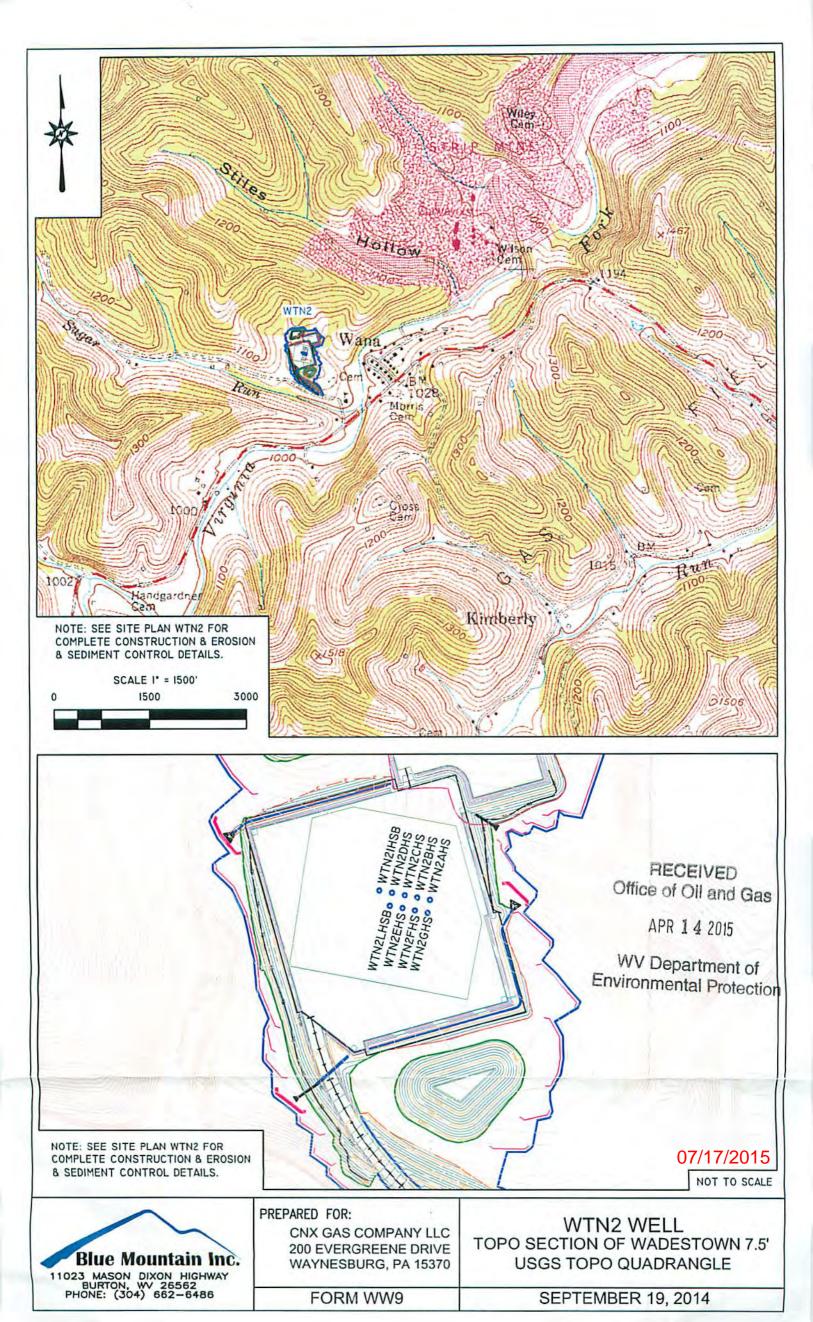
WW-9 (2/15)

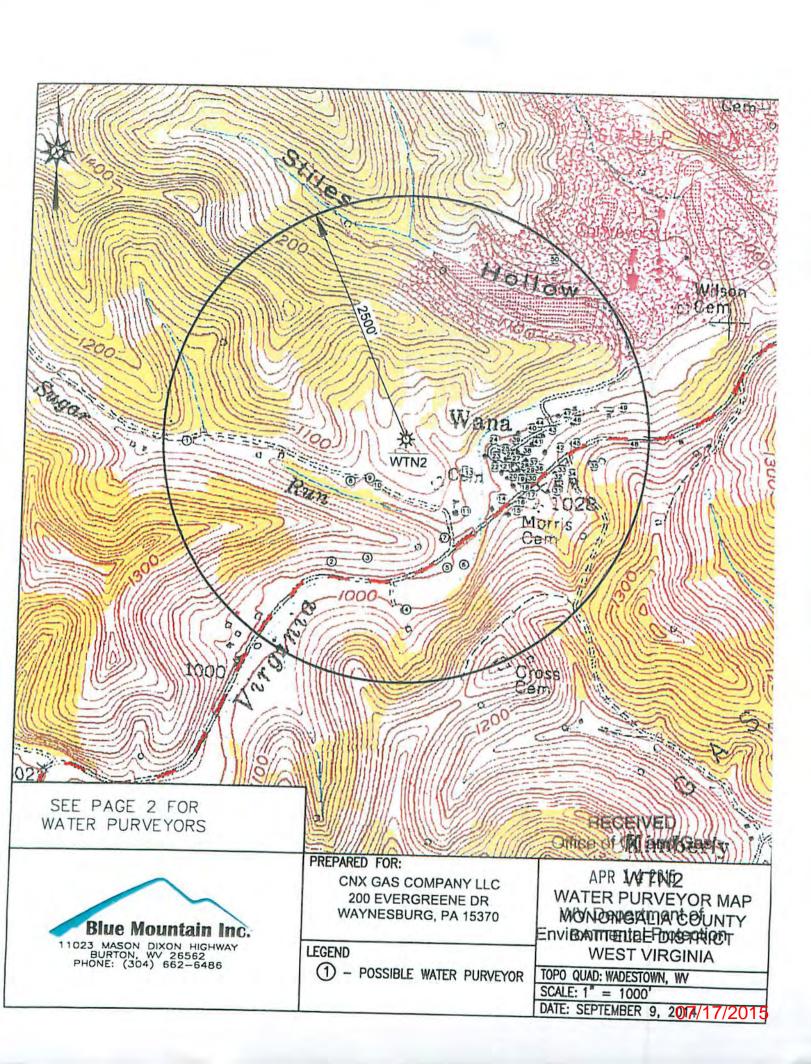
API Number 47 -	-
Operator's Well No.	WTN2GHS

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

OFFICE OF OIL AND GAS	
FLUIDS/ CUTTINGS DISPOSAL & RECLAMATION PLAN	
Operator Name CNX Gas Company, LLC OP Code 494458	046
Watershed (HUC 10) Dunkard Creek Quadrangle Wadestown, 7.5	
Do you anticipate using more than 5,000 bbls of water to complete the proposed well work? Yes No	No 🗸
If so, please describe anticipated pit waste:	
Will a synthetic liner be used in the pit? Yes No If so, what ml.?	
Proposed Disposal Method For Treated Pit Wastes:	
Land Application Underground Injection (UIC Permit Number Reuse (at API Number  Off Site Disposal (Supply form WW-9 for disposal location) Other (Explain	
Will closed loop system be used? If so, describe: Yes	
Drilling medium anticipated for this well (vertical and horizontal)? Air, freshwater, oil based, etc.	Lickership water Coal & Interneduce drilled what
-If oil based, what type? Synthetic, petroleum, etc. Synthetic Production-dri	lled with synthetic oil based mud
Additives to be used in drilling medium? Bactericide, Polymers, and Weighting Agents	
Drill cuttings disposal method? Leave in pit, landfill, removed offsite, etc. Landfills	
-If left in pit and plan to solidify what medium will be used? (cement, lime, sawdust) N/A	
-Landfill or offsite name/permit number? Meadowfill, Northwestern Landfill, Max Environmental Yukor	Landfill, & Bulger Landfill
Permittee shall provide written notice to the Office of Oil and Gas of any load of drill cuttings or associated West Virginia solid waste facility. The notice shall be provided within 24 hours of rejection and the perwhere it was properly disposed.	ated waste rejected at any mittee shall also disclose
I certify that I understand and agree to the terms and conditions of the GENERAL WATER P on August 1, 2005, by the Office of Oil and Gas of the West Virginia Department of Environmental Pro provisions of the permit are enforceable by law. Violations of any term or condition of the general p law or regulation can lead to enforcement action.  I certify under penalty of law that I have personally examined and am familiar with the in application form and all attachments thereto and that, based on my inquiry of those individuals obtaining the information, I believe that the information is true, accurate, and complete. I am away penalties for submitting false information, including the possibility of fine or imprisonment.	tection. I understand that the ermit and/or other applicable aformation submitted on this immediately responsible for
Company Official Signature Culle D White Uso	
Company Official (Typed Name) Erika Whetstone	
Company Official Title Permitting Supervisor	
Subscribed and sworn before me this 15th day of 015 140 20 16	vie vie
Subscribed and sworn before me this day of Notary Public	RECEIVED Office of Oil and Gas
MYSOMMONWEALTH OF PENNSYLVANIA 10 13 2019  NOTARIAL SEAL	JUL 2 2015
Lof L. Walker, Notary Public Richhill Twp Greene County	WV Donard
My Commission Expires Feb. 23, 2019 MEUSER, PENNSYLVANIA ASSOCIATION OF NOTARIES	WV Department of Environment of Protection

roposed Revegetation Treati	ment: Acres Disturbe	ed 9.39 Prevegetati	on pH 6.5
Lime according to pH	test Tons/acre or to c	correct to pH 7.0	
Fertilizer type 10-2	0-20		
Fertilizer amount 50	00	lbs/acre	
Mulch_ Hay or Str	ae @ 2	Tons/acre	
		Seed Mixtures	
Ter	nporary	P	ermanent
Seed Type	lbs/acre	Seed Type	lbs/acre
Orchard Grass	25	Orchard Grass	25
Birdsfoot Trefoil	15	Birdsfoot Trefoil	15
Ladino Cover	10	Ladino Cover	10
Orawing(s) of road, location, rovided)		for land application (unless engineered pla	ns including this info
rovided) Photocopied section of involve	ed 7.5' topographic sl		ns including this info
Orawing(s) of road, location, rovided)	ed 7.5' topographic sl		ns including this info
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11023 Mason Dixon Hwy | Burton, WV 26562 Ph: (304) 662-6486 | Fax: (304) 662-6501

September 12, 2014

CNX GAS COMPANY LLC 200 EVERGREENE DR WAYNESBURG, PA 15370

#### WATER WELL REPORT

PROJECT: WTN2
DISTRICT: Battelle
COUNTY: Monongalia
STATE: West Virginia

The following surface owners may have water supplies within 2,000 feet of the above location:

NAME	ADDRESS	CITY, STATE, ZIP
2)Alexander Clark Johnson	8650 Mason Dixon Hwy	Wadestown, WV 26590
3)Bernard A. & Melissa A. Raber	8608 Mason Dixon Hwy	Wadestown, WV 26590
4)Riff Allen & Theresa A. Hennen	8595 Mason Dixon Hwy	Wana, WV 26590
5)Tracy L. Hose & Bryan Martin	P.O. Box 223	Blacksville, WV 26521
6)Joseph A. & Alison M. Patterson	8541 Mason Dixon Hwy	Wadestown, WV 26590
7) Edward E. & Denise L. Casino	1 Shamrock Rd	Wana, WV 26590
8)Warren H. Varner Jr.	P.O. Box 14	Wana, WV 26590
9&10)Gail Freeland	P.O. Box 56	Wana, WV 26590
11,12&13)Grace Fellowship S.B.C	P.O. Box 92	Wana, WV 26590
14)Richard Wade	P.O. Box 23	Wana, WV 26590
15)Richard A. & Linda S. Wade	P.O. Box 1	Wana, WV 26590
16)Richard A. & Linda S. Wade	P.O. Box 23	Wana, WV 26590
17)Richard Alan & Linda Sue Wade	P.O. Box 23	Wana, WV 26590
18) Varner L. & Mary E. Moore	7638 Mason Dixon Hwy	Wana, WV 26590
19)John W. Hunnel & Shirley Shillinburg C/O Shirley Stieringer	122 Conner School Rd	Fairview, WV 26570
20)Jeremy A. & Wendy A. Clovis	8488 Mason Dixon Hwy	Wana, WV 26590
21)Edward D. & Carolyn Casino	P.O. Box 82	Wana, WECKENED
22)Jeffrey Roush	P.O. Box 72	White AVX 26590
23) Claude & Betty J. Roush	P.O. Box 17	Wana, WV 26590 and Gas
24) Shuman Inc. – ½ lot	P.O. Box 842	Morgantown, WV 26507
Tammy Lynn Campbell - 1/2 lot	P.O. Box 2563	Tri HI Red - Culh
25&26) Robert Lee Rush & Sheryl Lynn Nestor C/O Sheryl Nestor	P.O. Box 84	Wana, WV 26590 WV Department of Environmental Protection
		Environmental Protection



11023 Mason Dixon Hwy | Burton, WV 26562 Ph: (304) 662-6486 | Fax: (304) 662-6501

27)Jackie Hamilton	P.O. Box 42	Wana WW 26500
28)David L. & Sheryl L. Rush Nestor	P.O. Box 84	Wana, WV 26590 Wana, WV 26590
29)Willie D. & Terri S. Bowman	9 Wana Front St	Wana, WV 26590
30)Joyce Williams	5 Wana Front St	Wana, WV 26590
31)Tracey D. & Elizabeth A. Davis	8451 Mason Dixon Hwy	
32)Donald S. Maust;	216 Brooks St Suite 200	Wana, WV 26590
Robert, Samuel, Charles Simms, Et Al C/O P & J Real Estate LLC	210 Brooks St Stille 200	Charleston, WV 25301
33&34)Charles James Strosnider, Susan Smith	8451 Mason Dixon Hwy	Wana, WV 26590
& Elizabeth Davis	8431 Mason Dixon Hwy	wana, w v 20390
C/O Elizabeth Davis		
35)Alberta (R) Myers	390 Shorthill Rd	Wana, WV 26590
C/O Christopher & Alberta Clovis		, and , , , , 20000
36)Sharon K. Cottrill	6 Wana Front St	Wana, WV 26590
37)Justin Wilson & Mary E. Maine	12 Front St	Wana, WV 26590
38)Charles D. Maine	P.O. Box 71	Wana, WV 26590
39)Peggy Martin, Sandra K. Newberry, Christina Lemley & Kim Coen	5315 Running Mead Rd	Pleasant Garden, NC 27313-7573
40)Mary E. Simpson	P.O. Box 63	Wana, WV 26590
41)Wana United Methodist Church	Dunkard St	Wana, WV 26590
42)Richard & Rebecca J. Secrist	P.O. Box 92	Wana, WV 26590
43)John Michael & Carmen Gibson	P.O. Box 97	Wana, WV 26590
44)Betty L. Wiley	373 Dunkard Ave	Morgantown, WV 26501
45)Wolfpen Knob Development Company	1000 Consol Energy Dr	Canonsburg, PA 15317-6506
46)John & Mary Jo Core C/O Jennifer L. Hixenbaugh	88 Front St	Wana, WV 26590
47)John Robert Rose Et Al (Life Ray Phillip Corder) C/O Curtis R. & Crysann E. Moore	P.O. Box 218	Blacksville, WV 26521

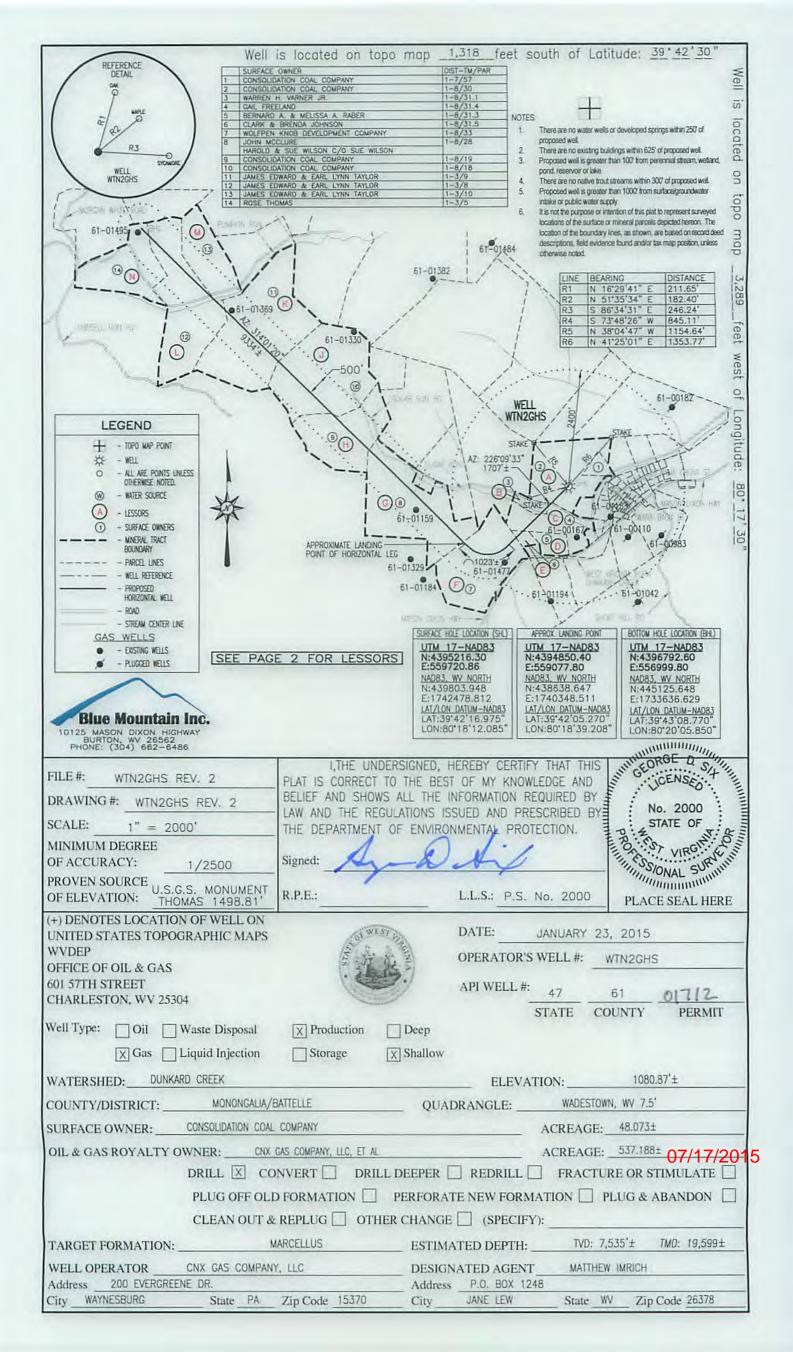
The following surface owners may have water supplies within 2,500 feet of the above location:

NAME	ADDRESS	CITY, STATE, ZIP
1)Harold N. McClure	P.O. Box 2	Wana, WV 26590
48) Wesley D. Jr. & Deborah Price	8361 Mason Dixon Hwy	Wana, WV 26590
49)Mark Cottrell	P.O. Box 104	Wana, WV 26590
50)Consolidation Coal Company	46226 National RD	Saint Clairsville, OH 43950

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## WTN2GHS PAGE 2 OF 2

	LESSOR	LEASE NO.			
1	MM MARCELLUS, II L.P.	N/A			
	SANDRA K. NEWBERRY				
	PEGGY L. MARTIN				
	KIM COEN				
	CHRISTINA LEMLEY				
	LINDA K. PLATT-WALKER				
	SHARON P. PLATT-VARKANYI				
	ROBERT G. PLATT, JR.				
В	EDNA M. & JASPER W. BEAN	L500232-0101			
	FERN T. & PHILLIP O. WHITE				
	BESSIE T. & ARTHUR G. COWELL				
	BURNETTE THOMAS				
	CARL S. & ANITA THOMAS				
	LOIS T. DALLISON				
C	EDNA M. & JASPER W. BEAN	L500232-0101			
	FERN T. & PHILLIP O. WHITE	L000202 0101			
	BESSIE T. & ARTHUR G. COWELL				
	BURNETTE THOMAS				
	CARL S. & ANITA THOMAS				
	LOIS T. DALLISON				
D	EDNA M. & JASPER W. BEAN	L500232-0101			
	FERN T. & PHILLIP O. WHITE	L300232-0101			
	BESSIE T. & ARTHUR G. COWELL				
	BURNETTE THOMAS				
	CARL S. & ANITA THOMAS				
	LOIS T. DALLISON				
E		L500232-0101			
	EDNA M. & JASPER W. BEAN	L500232-0101			
	FERN T. & PHILLIP O. WHITE				
	BESSIE T. & ARTHUR G. COWELL				
	BURNETTE THOMAS				
	CARL S. & ANITA THOMAS				
-	LOIS T. DALLISON				
-	FLUHARTY FAMILY, LLC	N/A			
G	MARY E. MCCLURE	L500231-001			
	THOMAS & LINDA STILES				
	DOUGLAS AND LOIS STILES				
	CHARLES AND LINDA STILES				
	DONALD & PAT STILES				
	GLEN AND BARBARA STILES				
H	ROBERT CLARK & MARJORIE L. WISE	L015551-002			
J	EDNA DOROTHY & THOMAS SIMPSON	L015538			
	ROBERT D. WEAKLEY				
	ROBERT PLATT				
K	CAROL T. CURTIS	N/A			
	VIOLET M. & WILLIAM G. ROCKWELL				
_	JAMES EDWARD & SUSAN L. TAYLOR	N/A			
	EARLY LYNN TAYLOR				
М	JAMES EDWARD & SUSAN L. TAYLOR	N/A			
	EARLY LYNN TAYLOR				
N	ROSE THOMAS	N/A			

07/17/2015

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WW-6A1 (3/13)

Operator's	Well No.		

#### 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

see attached

#### 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

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WV Department of

hadwhits

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

Well Operator: CNX Gas Company LLC

By: Matthew Imrich

Its: District Operations Superintendent-Gas

Page 1 of \_\_\_\_\_\_\_

STEPTOE & JOHNSON P 0 BOX 1588 CHARLESTON , WV 25326-1588

RETURN TO: Lisa Lovejoy

Energy Department
Steptoe & Johnson PLLC
P.O. Box 1588
Charleston, WV 25626-1588

Carve L. Blaney
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#### ASSIGNMENT AND BILL OF SALE

This ASSIGNMENT AND BILL OF SALE (this "Assignment") is from CNX GAS COMPANY LLC, a Virginia limited liability company ("Assignor"), whose address is 1000 CONSOL Energy Drive, Canonsburg, PA 15317, to NOBLE ENERGY, INC., a Delaware corporation ("Assignee"), whose address is 100 Glenborough Drive, Suite 100, Houston, Texas 77067, and is effective as of 7:00 a.m. (Central Time) on July 1, 2011 (the "Effective Time").

#### RECITALS

WHEREAS, Assignor desires to assign to Assignee, and Assignee desires to receive from Assignor, an undivided 50% of Assignor's right, title and interest in the assets and properties described below in accordance with this Assignment and the Acquisition Agreement (defined below).

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

#### ARTICLE I DEFINED TERMS

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

#### ARTICLE II ASSIGNMENT OF ASSETS

2.1 Assignment. Subject to the terms and conditions of this Assignment, Assignor does hereby ASSIGN and TRANSFER to Assignee, and Assignee agrees to acquire, the following interests and properties (less and except for the Excluded Assets, such interests and properties described in subsections (a) and (b) of this Section 2.1, collectively, the Equipped Interests"):

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

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

and Assignee acknowledge and agree that the Mineral Interest Deed and this Assignment are not intended to effect multiple conveyances of the same properties or interests in such properties.

### ARTICLE III SPECIAL WARRANTY; DISCLAIMERS; CERTAIN DEFINITIONS

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

#### 3.3 Disclaimers and Subrogation of Warranties and Representations.

- (a) EXCEPT AS AND TO THE LIMITED EXTENT EXPRESSLY SET FORTH IN SECTION 3.1 OF THIS ASSIGNMENT AND IN ARTICLE VII OF THE ACQUISITION AGREEMENT, (I) ASSIGNOR MAKES NO REPRESENTATIONS OR WARRANTIES, EXPRESS, STATUTORY OR IMPLIED, AND (II) ASSIGNOR EXPRESSLY DISCLAIMS ALL LIABILITY AND RESPONSIBILITY FOR ANY REPRESENTATION, WARRANTY, STATEMENT OR INFORMATION MADE OR COMMUNICATED (ORALLY OR IN WRITING) TO ASSIGNEE OR ANY OF ITS AFFILIATES, EMPLOYEES, AGENTS, CONSULTANTS OR REPRESENTATIVES (INCLUDING ANY OPINION, INFORMATION, PROJECTION OR ADVICE THAT MAY HAVE BEEN PROVIDED TO ASSIGNEE BY A MEMBER OF THE ASSIGNOR INDEMNIFIED PARTIES).
- (b) EXCEPT AS AND TO THE LIMITED EXTENT EXPRESSLY SET FORTH IN SECTION 3.1 OF THIS ASSIGNMENT AND ARTICLE VII OF THE ACQUISITION AGREEMENT, AND WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, ASSIGNOR EXPRESSLY DISCLAIMS ANY REPRESENTATION OR WARRANTY, EXPRESS, STATUTORY OR IMPLIED, BY ANY MEMBER OF THE ASSIGNOR INDEMNIFIED PARTIES, AS TO (I) TITLE TO ANY OF THE CONVEYED INTERESTS AND THE SUBSURFACE ACCESS EASEMENT, (II) THE CONTENTS, CHARACTER OR NATURE OF ANY REPORT OF ANY PETROLEUM ENGINEERING CONSULTANT, OR ANY ENGINEERING, GEOLOGICAL OR SEISMIC DATA OR INTERPRETATION RELATING TO THE CONVEYED INTERESTS, (III) THE QUANTITY, QUALITY OR RECOVERABILITY OF HYDROCARBONS IN OR FROM THE CONVEYED INTERESTS, (IV) ANY ESTIMATES OF THE VALUE OF THE CONVEYED INTERESTS OR FUTURE REVENUES GENERATED BY THE CONVEYED INTERESTS ON THE CONVEYED INTERESTS OR SEISMIC GOS

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

EXCEPT AS AND TO THE LIMITED EXTENT EXPRESSLY SET FORTH IN SECTION 7.19 OF THE ACQUISITION AGREEMENT AND WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, ASSIGNOR MAKES NO REPRESENTATION OR WARRANTY REGARDING ANY CIRCUMSTANCE RELATING TO ENVIRONMENTAL LAWS, THE RELEASE OF MATERIALS INTO THE ENVIRONMENT OR THE PROTECTION OF HUMAN HEALTH, SAFETY, NATURAL RESOURCES OR THE ENVIRONMENT, OR ANY OTHER ENVIRONMENTAL CONDITION OF THE CONVEYED INTERESTS, AND NOTHING IN THIS ASSIGNMENT OR OTHERWISE SHALL BE CONSTRUED AS SUCH A REPRESENTATION OR WARRANTY, AND SUBJECT TO ASSIGNEE'S RIGHTS UNDER SECTIONS 6.1 AND 7.19 OF THE ACQUISITION AGREEMENT, ASSIGNEE SHALL BE DEEMED TO BE TAKING THE CONVEYED INTERESTS AND THE SUBSURFACE OF THEIR ENVIRONMENTAL CONDITION AND THAT ASSIGNEE, SUBJECT TO ITS ACCESS EASEMENT "AS IS" AND "WHERE IS" WITH ALL FAULTS FOR PURPOSES RIGHTS UNDER ARTICLE VI OF THE ACQUISITION AGREEMENT, HAS MADE OF Oil and Gas CAUSED TO BE MADE SUCH ENVIRONMENTAL INSPECTIONS AS ASSIGNEE DEEMS APPROPRIATE.

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

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

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

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

"Applicable Contracts" means all Contracts to which Assignor is a party by which any Conveyed Interest is bound and that will be binding on Assignee after the Closing, including farmin and farmout agreements; bottomhole agreements; crude oil, condensate and natural gas purchase and sale, gathering, transportation and marketing agreements; hydrocarbon storage agreements; acreage contribution agreements; operating agreements; balancing agreements; pooling declarations or agreements; unitization agreements; processing agreements; crossing agreements; saltwater disposal agreements; facilities or equipment leases; letters of objection; production handling agreements and other similar contracts and agreements, held by Assignor and relating to the Conveyed Interests.

"Closing" means the closing of the transfer by Assignor of the Conveyed Interests to Assignee pursuant to the Acquisition Agreement.

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"Contract" means any written or oral contract, agreement, lease, mortgage franchise, license agreement, purchase order, binding bid, commitment or any Application Gos

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

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

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

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

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

"Environmental Laws" means all applicable federal, state and local Laws in effect as of the date of this Assignment, including common law, relating to the protection of the public health, welfare and the environment, including those Laws relating to the storage, handling and use of chemicals and other Hazardous Substances and those relating to the generation, processing, treatment, storage, transportation, disposal or other management thereof. The term "Environmental Laws" does not include good or desirable operating practices or standards that may be employed or adopted by other oil and gas well operators or recommended by a Governmental Authority.

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

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

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

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

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

"Imbalances" means all Well Imbalances and Pipeline Imbalances.

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

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

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

"Mineral Interest" means those certain oil and gas and mineral fee interests granted by Assignor to Assignee pursuant to the Mineral Interest Deed.

"Mineral Interest Deed" means that certain Mineral Interest Deed between Assignor and Assignee dated effective as of the Effective Time, including all recorded counterparts thereof.

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

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

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

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

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

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

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

"Third Party" means any Person other than Assignor and Assignee or an Affiliate of Assignor or Assignee.

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

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#### ARTICLE IV ASSUMED OBLIGATIONS

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

#### ARTICLE V MISCELLANEOUS

- 5.1 Separate Assignments. Where separate deeds and assignments of Conveyed Interests and the Subsurface Access Easement have been or will be executed for filing in other recording jurisdictions or counties or for filing with, and approval by, applicable Governmental Authorities, any such separate deeds and assignments (a) shall evidence this Assignment and assignment of the applicable Conveyed Interests and the Subsurface Access Easement herein made and shall not constitute any additional assignment of any of the Conveyed Interests or the Subsurface Access Easement or interests in the properties covered hereby or thereby, (b) are not intended to modify, and shall not modify, any of the terms, covenants and conditions or limitations on warranties set forth in this Assignment or the Acquisition Agreement and are not intended to create, and shall not create, any representations, warranties or additional covenants of or by Assignor or Assignee, and (c) shall be deemed to contain all of the terms and provisions of this Assignment, as fully and to all intents and purposes as though the same were set forth at length in such separate assignments.
- 5.2 Exhibits. The lessors and/or lessees named in the Exhibits to this Assignment may be historic parties in the leasehold chain of title, and, in some cases, said parties may not be the current lessor and/or lessee of the applicable lease.
- 5.3 Assignment Subject to Acquisition Agreement. This Assignment is expressly subject to the terms and conditions of the Acquisition Agreement, including with respect to the interests assigned hereby. If there is a conflict between the terms of this Assignment and the Acquisition Agreement, the terms of the Acquisition Agreement shall control. This Assignment is not intended by Assignor or Assignee to be a quitclaim.
- 5.4 Governing Law; Jurisdiction; Venue; Jury Waiver. EXCEPT TO THE EXTENT THE LAWS OF ANOTHER JURISDICTION WILL, UNDER CONFLICT OF LAWS PRINCIPLES, GOVERN TRANSFERS OF THE CONVEYED INTERESTS OR THE SUBSURFACE ACCESS EASEMENT LOCATED IN SUCH OTHER JURISDICTION, THIS ASSIGNMENT AND THE LEGAL RELATIONS AMONG ASSIGNOR AND ASSIGNEE SHALL BE GOVERNED AND CONSTRUED IN ACCORDANCE THE STATE OF TEXAS. EACH OF ASSIGNOR AND ASSIGNEE CONSENT TO THE EXERCISE OF JURISDICTION IN PERSONAM BY THE UNITED STATES PEDITIVED OF OIL and Gas

DISTRICT COURTS LOCATED IN THE STATE OF PENNSYLVANIA FOR ANY ACTION ARISING OUT OF THIS ASSIGNMENT OR ANY TRANSACTION CONTEMPLATED HEREBY. ALL ACTIONS OR PROCEEDINGS WITH RESPECT TO, ARISING DIRECTLY OR INDIRECTLY IN CONNECTION WITH, OUT OF, RELATED TO OR FROM THIS ASSIGNMENT OR ANY TRANSACTION CONTEMPLATED HEREBY SHALL BE EXCLUSIVELY LITIGATED IN THE UNITED STATES FEDERAL DISTRICT COURTS HAVING SITES IN PITTSBURGH, PENNSYLVANIA (AND ALL APPELLATE COURTS HAVING JURISDICTION THEREOVER). EACH OF ASSIGNOR AND ASSIGNEE WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY ACTION, SUIT OR PROCEEDING ARISING OUT OF OR RELATING TO THIS ASSIGNMENT OR ANY TRANSACTION CONTEMPLATED HEREBY.

- 5.5 Successors and Assigns. This Assignment shall bind and inure to the benefit of the parties hereto and their respective successors and assigns.
- 5.6 Counterparts. This Assignment may be executed in any number of counterparts, and each such counterpart hereof shall be deemed to be an original instrument, but all of such counterparts shall constitute for all purposes one agreement. To facilitate recordation, there are omitted from the Exhibits to this Assignment in certain counterparts descriptions of the Conveyed Interests and/or the Subsurface Access Easement located in recording jurisdictions other than the jurisdiction in which the counterpart is to be filed or recorded.
- 5.7 CERTIFICATION OF EXEMPTION FROM WITHHOLDING. The undersigned Assignor hereby certifies, under penalty of perjury, that it is a Virginia limited liability company authorized to do business in the State of West Virginia, and is therefore exempt from state income tax withholding requirements imposed by West Virginia Code Chapter 11, Article 21, Section 71b.

[Signature pages follow]

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	IN WITNESS WHEREC September	F, this Assignment has been executed by the parties hereto as of _38, 2011, but is effective for all purposes as of the Effective
Time.		
		ASSIGNOR:
		CNX GAS COMPANY LLC
		By:
		Stephen W. Johnson Vice President and Secretary
		:
		ASSIGNEE:
		NOBLE ENERGY, INC.
		By: Shawn E. Cou
		Shawn E. Conner MCE

Vice President

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SIGNATURE PAGE TO ASSIGNMENT AND BILL OF SALE

#### **ACKNOWLEDGMENTS**

STATE OF TEXAS,
COUNTY OF HARRIS, TO-WIT:
I, the undersigned, a notary public of the said county, do hereby certify that on this 28th day of September 2011, before me personally appeared Stephen W. Johnson who acknowledged himself to be the Vice President and Secretary of CNX GAS COMPANY LLC, and that he as such officer, being so authorized to do so, executed the foregoing instrument for the purposes therein contained, by signing the name of the company by himself as said officer.
IN WITNESS WHEREOF, I hereunto set my band and official seal.  Olympia United Notary Public
My commission expires: 2-16-2015  (Notarial Seal)  ROSEMARY WHITE 8  Notary Public, State of Texas 8  My Commission Expires February 16, 2015
STATE OF TEXAS, COUNTY OF HARRIS, TO-WIT:
I, the undersigned, a notary public of the said county, do hereby certify that on this 21 day of September 2011, before me personally appeared Shawn F. Conner who acknowledged himself to be the Vice President of NOBLE ENERGY, INC., and that he as such officer, being so authorized to do so, executed the foregoing instrument for the purposes therein contained, by signing the name of the company by himself as said officer.
IN WITNESS WHEREOF, I hereunto set my hand and official seal.
Notary Public
My commission expires: 3-2/-/ (Notarial Seal)  CYNTHIA O WHITE  MY COMMISSION EXPIRES  MARCH 21, 2012
This document was prepared by:
C. Randall King, Esq., Porter & Hedges LLP, 1000 Main Street, 36th Floor, Houston, Texas EIVED 77002 Office of Oil and Gas

**ACKNOWLEDGMENTS** 

EXHIBIT A LEASES Monongalia County, WV

Reference #	<u>Lessor</u>	Lease Date	Book	Page	Instrument #	District	County
000676	S H Shriver Et Ux	3/7/1900	0052	0400		Battelle	Monongalia
261001-001	ELEANOR CARTER	3/25/2009	1387	500	328093	Battelle	Monongalia
261001-002	ELIZABETH CARTER	3/25/2009	1387	504	328095	Battelle	Monongalia
261002-001	CAROLYN JACOBS HAMPSON	12/23/2008	1393	478-480	337268	Battelle	Monongalia
261003-001	MICHAEL THOMAS, ET AL	11/5/2008	1393	481-483	337269	Battelle	Monongalia
261004-001	ELIZABETH C. KISER	7/30/2009	1399	360-362	347360	Battelle	Monongalia
261006-001	LOWELL A. COWELL	8/17/2009	1399	366-368	347362	Battelle	Monongalia
261006-002	GINGER L. BROOKOVER	8/18/2009	1399	363-365	347361	Battelle	Monongalia
261021-002	MARY K. MARTINDALE	9/28/2009	411	089-091	363624	Battelle	Monongalia
261021-003	RALPH HENDERSON	9/24/2009	409	246-248	360563	Battelle	Monongalia
261021-004	EDNA JEANNE BRYNER	9/25/2009	414	891	370547	Battelle	Monongalia
261021-005	NANCY HENDERSON	9/25/2009	409	249-251	360564	Battelle	Monongalia
261021-006	GARY STILES	10/6/2009	409	493-495	361267	Battelle	Monongalia
261035-001	NORMAN W. BEAN	9/10/2009	1406	263-265	256789	Battelle	Monongalia
261035-002	EDNA L. SHRIVER	9/17/2009	1406	266-268	356793	Battelle	Monongalia
261041-001	KEVIN & LINDA HARTLEY	10/15/2009	1410	753-755	363022	Battelle	Monongalia
261048-000	JAMES & JOANNA ROBBINS	10/22/2009	1406	252-254	356777	Battelle	Monongalia
261050-000	LEONARD & REBECCA AMMONS	9/18/2009	410	076-078	361803	Battelle	Monongalia
261052-000	DONALD & VALERA HOWARD, DAVID HOWARD, SANDRA L. PORTER	10/13/2009	410	058-060	361800	Battelle	Monongalia
261054-001	GLENN L. WHITE	10/23/2009	410	087-090	361809	Battelle	Monongalia
261054-002	ELIZABETH SNYDER MARTINEAU	11/2/2009	410	083-86	361808	Battelle	REGGEN HEDITA
261054-003	JAMES BRYANT SNYDER	11/10/2009	410	079-082	361806	Battelle	Medione de la como de
261054-004	REBECCA SNYDER BROMLEY	11/4/2009	411	092-095	363625	Battelle	Monongalia

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	SHARON WITHE						
261054-005	BARTHOLOMEW	10/28/2009	1406	482-485	357561	Battelle	Monongalia
261054-006	JOHN ALBERT SHOECRAFT	2/19/2010	1422	366	386434	Battelle	Monongalia
261057-001	RICHARD & PAMELA LOAR	9/16/2009	1410	437-439	362319	Battelle	Monongalia
261058-000	RONALD LEON AMMONS	9/18/2009	409	496-498	36128	Battelle	Monongalia
261059-001	TIMOTHY TUTTLE	10/28/2009	1410	457-459	362322	Battelle	Monongalia
261060-001	DONZEL & VIRGINIA AMMONS	10/22/2009	410	153-155	361987	Battelle	Monongalia
261062-000	RIFF HENNEN	10/26/2009	1410	759-761	363024	Battelle	Monongalia
	DEBORAH LYNN SIMPSON						
261082-000	BROOKOVER	9/10/2009	410	159-161	361984	Battelle	Monongalia
261083-000	WILLIAM HARRY CROSS	9/23/2009	410	162-163		Battelle	Monongalia
261084-000	RICKY & KATHRYN CROSS	9/14/2009	410	165-167	361986	Battelle	Monongalia
261085-000	THOMAS E. BLACK	11/3/2009	410	156-158	361983	Battelle	Monongalia
261090-001	DONALD WISE & RICHARD WISE	10/27/2009	411	102	363636	Battelle	Monongalia
261105-000	CHARLES LONG	10/29/2009	1410	472-474	362328	Battelle	Monongalia
261107-001	WILLIAM & HELEN BURTON	12/23/2009	1412	459-461	366885	Battelle	Monongalia
261109-001	CLAUDES & JONI ANDERSON	10/15/2009	1411	199	363999	Battelle	Monongalia
261111-000	MIKE & THELMA PENDERGRAST	10/23/2009	1411	184	363989	Battelle	Monongalia
261112-000	MIKE & THELMA PENDERGRAST	10/23/2009	1411	192	363997	Battelle	Monongalia
261114-001	GEORGE M. SANDERS	10/2/2009	411	195-198	363998	Battelle	Monongalia
261114-002	JAMES H. SANDERS	9/14/2009	411	202-204	364000	Battelle	Monongalia
261114-003	THOMAS SANDERS	10/2/2009	411	205-207	364001	Battelle RF	CFM/dFi@ngalia
261115-000	RICHARD & LINDA WADE	11/8/2009	1411	208-210	364002	Battifflee of	Per 1004 F 1 1007 100
261128-000	CURTIS & DIANA THOMAS	11/20/2009	1418	334	378268	Battelle	Monongalia
261145-001	CHRYSANTHE E. TAYLOR	9/25/2009	1418	341	378276	Battelle IIII	o Monongalia

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	LIADIA A CHONGO A CENT				·		
	HARWARD A. SHRIVER, AGENT	40/45/0000	4404	543	204507	Dattalla	Managalia
261147-000	& BARBARA J. WAGNER	10/15/2009	1421	512	384597	Battelle	Monongalia
261153-001	THOMAS SOLLARS	2/5/2010	1421	508	384593	Battelle	Monongalia
261158-001	CECIL HENNEN	7/2/2010	1422	362-365	386431	Battelle	Monongalia
261158-002	ANNE L. PRATT	9/29/2010	1424	023	389741	Battelle	Monongalia
261158-003	MARY V. DAVIS	9/29/2010	1424	?	389740	Battelle	Monongalia
261158-004	JAMES R. HENNEN, JR.	9/29/2010	1424	011	389738	Battelle	Monongalia
261158-005	JUDY K. HOWARD	9/8/2010	1424	015	389739	Battelle	Monongalia
261158-006	HELENE M. GODWIN	10/11/2010	1424	442	391233	Battelle	Monongalia
261158-007	· KAREN GRAY	10/15/2010	1424	438	391232	Battelle	Monongalia
261158-008	CLARK H. HENNEN	10/4/2010	1424	027	389742	Battelle	Monongalia
261158-009	DENZIL L. HENNEN	1/13/2011	1430	454	405173	Battelle	Monongalia
261158-010	EVELYN M. HENNEN	1/13/2011	1430	475	405179	Battelle	Monongalia
261158-011	ANNA P. JONES	1/13/2011	1430	470	405178	Battelle	Monongalia_
261158-012	NANCY K. HADDIX	1/10/2011	1430	460	405174	Battelle	Monongalia
261158-013	EUGENE D. HENNEN	1/16/2011	1430	465	405177	Battelle	Monongalia
261158-014	IMOGENE MUTO	2/25/2011	1434	467	409479	Battelle	Monongalia
261158-015	MILDRED L WATSON	2/26/2011	1434	463	409474	Battelle	Monongalia
261158-016	JERRY L. HENNEN, ET UX	2/25/2011	1434	605	409783	Battelle	Monongalia
261158-017	LINDA S. SANSON, ET VIR	2/26/2011	1434	600	409781	Battelle	Monongalia
261164-001	DONNA K. HENNEN	12/6/2010	1428	0127	399012	Battelle	Monongalia
261164-003	GREG CLARK	12/1/2010	1428	144	399014	Battelle	Monongalia
261164-010	CHARLIE FUDGE	1/4/2011	1429	383	402348	Battelle	Monongalia
261164-011	MARGARET WOODS	1/14/2011	1429	388	402349	Battelle	Monongalia
261164-013	CAROLYN MOORE	1/18/2011	1429	398	402351	Battelle	Monongalia
261164-014	TERRY WOODS	1/19/2011	1429	403	402352	Battelle	Monongalia Workingalia O Oil Cincl Monongalia
261164-015	DAVID WOODS, SR.	1/11/2011	1429	408		Battelle	Monongalia
261164-017	HAZEL L. WATSON	1/25/2011	1434	459	409472	Battelle	Monongalia
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261165-001	ARTHUR M. HAGAN, JR.	12/6/2010	1435	377	410861	Battelle	Monongalia
261165-002	HELEN P. BOYD	12/6/2010	1435	373	410860	Battelle	Monongalia
507051-001	CATHERINE & LAWRENCE SPRING	3/16/2008	1365	465	279671	Battelle	Monongalia
507051-002	RALPH L. KENNEDY, ET UX	3/16/2008	1365	468	279673	Battelle	Monongalia
507051-003	PATRICIA A. WHITE	4/21/2008	1366	545	281731	Battelle	Monongalia
507051-004	HELEN LUCILLE KENNEDY	6/9/2008	1373	196	296283	Battelle	Monongalia
507051-005	GERALD W. STILES, ET UX	6/9/2008	1373	200	296284	Battelle	Monongalia
507051-006	HAROLD L. STILES, ET UX	6/9/2008	1369	215	287682	Battelle	Monongalia
507051-007	EDGAR K. STILES, ET UX	6/9/2008	1369	220	287683	Battelle	Monongalia
507500-001	KENNETH W & DONNA P EFAW	5/3/2007	13	028		Battelle	Monongalia
507501-001	GEORGE W CUMMINS ET AL	5/10/2007	1349	32		Battelle	Monongalia
507502-001	DAVID & GAIL HENDERSON	5/17/2007	1349	036		Battelle	Monongalia
507503-001	TROY & MARY BECKNER	5/20/2007	1349	040		Battelle	Monongalia
507504-001	MARY JO & JACK LIVENGOOD	5/18/2007	1349	044		Battelle	Monongalia
507504-002	ELIZABETH & WALTER MARCH	5/18/2007	1349	056		Battelle	Monongalia
507505-001	ELIZABETH & WALTER MARCH	5/28/2007	1349	052		Battelle	Monongalia
507505-002	MARY JO & JACK LIVENGOOD	5/28/2007	1349	060+		Battelle	Monongalia
507506-001	BERNICE B CRIHFIELD	6/13/2007	1349	064		Battelle	Monongalia
507506-002	LINDA L. & DAVID TENNANT	6/13/2007	1349	069		Battelle	Monongalia
507506-003	ROBERT & JANET WHISLER	6/25/2007	1349	084		Battelle	Monongalia
507506-004	DENNIS & ROSE THOMAS	6/9/2007	1349	088		Battelle	Monongalia
507506-005	MELANIE THOMAS	7/1/2007	1351	499		Battelle	Monongalia
507506-006	FRANK D WHISLER ET UX	6/25/2007	352	313-316		Battelle Battelle	Wonongalia
507506-007	WILLIAM JOE DAWSON	7/1/2007	1351	504	255091	Battelle	न अध्यक्षित्र ।
507506-008	GAROLD R THOMAS	6/25/2007	1353	650		Battelle	Monongalia

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507506-009	S JOYCE & G LUCAS ET AL	7/1/2007	1356	691-694		Battelle	Monongalia
507507-001	SEYMOUR S BAILES	6/6/2007	1349	072		Battelle	Monongalia
507508-001	SEYMOUR S BAILES	6/6/2007	1349	076		Battelle	Monongalia
507509-001	SEYMOUR S BAILES	6/6/2007	1349	080		Battelle	Monongalia
507510-001	LEONARD E HALL ET UX	6/19/2007	1349	092		Battelle	Monongalia
507511-001	DEBORA & ROBERT MANNING	5/28/2007	1349	096		Battelle	Monongalia
507511-002	KATHRYN BECKNER, ET VIR	5/28/2007	1351	477		Battelle	Monongalia
507512-001	KATHRYN K VAHL	7/9/2007	1350	165		Battelle	Monongalia
507512-002	MARC D PROCHAZKA	7/11/2007	1350	169		Battelle	Monongalia
507512-003	THELMA CHOWNING	8/8/2007	1351	486		Battelle	Monongalia
507512-004	SHIRLEY WADSWORTH	8/15/2007	1351	507-510		Battelle	Monongalia
507512-005	BETH YOUNCIAK	8/18/2007	352	333-335		Battelle	Monongalia
507512-006	CONNIE NORWOOD	8/18/2007	352	330-332		Battelle	Monongalia
507512-007	WILLIAM W. BENNETT	8/18/2007	1351	526		Battelle	Monongalia
507512-008	EWING ALBERT BENNETT	8/18/2007	1351	529		Battelle	Monongalia
507512-009	WILMA PATTERSON	8/27/2007	353	001-003		Battelle	Monongalia
507513-000	MT.TABOR UNITED METHODIST	7/27/2007	1351	474	255082	Battelle	Monongalia
507514-001	PAMELA J GASTON	10/25/2007	354	604-608		Battelle	Monongalia
507515-001	RAYMOND P GASTON	10/25/2007	354	595-599		Battelle	Monongalia
507517-001	ELLIOTT ROY HORTON	7/30/2007	1351	491-494		Battelle	Monongalia
507518-001	DONALD E. NUNLEY, ET UX	8/2/2007	1351	495	255087	Battelle	Monongalia
507518-002	LINDA STAPP	12/4/2007	10359	110-112	265627	. Battelle	Monongalia
507518-004	PATRICIA J MUMAW ET AL	8/2/2007	1365	299-303		Battelle	Monongalia
507518-005	RICHARD A NUNLEY ET UX	8/2/2007	1365	304-307		Battelle	Monongalia
507518-006	MARY NUNLEY STEPELTON	8/8/2007	1365	308-311		Battelle	MonogavED
507518-007	JOHN & DINA WISE ET AL	3/26/2008	1366	492-494		Battelle	office who have a second
507520-001	MARY R WISE	8/20/2007	353	008-010		Battelle	Monongalia

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507520-002	NANCY LIMING	8/21/2007	1351	521		Battelle	Monongalia
507521-001	MARY R. WISE	8/20/2007	1351	511		Battelle	Monongalia
507523-001	PATRICIA A WHITE	8/31/2007	353	004-007		Battelle	Monongalia
507524-001	JUNE CLOVIS KERR	9/14/2007	1353	644		Battelle	Monongalia
507527-001	DANIEL & CAROL BOONE	9/19/2007	1353	647		Battelle	Monongalia
507528-001	BRUCE CARPENTER	8/31/2007	1353	636		Battelle	Monongalia
507528-002	PATTI CARPENTER	8/31/2007	1353	632		Battelle	Monongalia
507528-003	BRUCE S CARPENTER	8/31/2007	1353	628-631		Battelle	Monongalia
507528-004	JEANNINE OSMANSKI	8/31/2007	1356	070-073		Battelle	Monongalia
507531-001	MARTHA & MILFORD JONES	10/19/2007	1356	064-066		Battelle	Monongalia
507531-002	BONNIE K SUMMERS	10/19/2007	1356	061-063		Battelle	Monongalia
507531-003	MARY & GEORGE TORMAN	10/19/2007	1356	058-060		Battelle	Monongalia
507531-004	K J KENT AIF R W KENT	10/19/2007	1358	265-267		Battelle	Monongalia
507532-001	DAVID & SHARA WHITE	7/20/2007	1356	678-681		Battelle	Monongalia
507534-001	CHARLES & LINDA TENNANT	11/2/2007	1356	685-687		Battelle	Monongalia
507535-001	LEONARD & VELDA MOORE	11/2/2007	1356	688-690		Battelle	Monongalia
507536-001	REGIS & BONNIE PROVANCE	10/8/2007	1358	268-270		Battelle	Monongalia
507537-001	MICHAEL L MOORE	11/2/2007	1358	271-273		Battelle	Monongalia
507538-001	RICHARD & CHERYL FORDYCE	11/7/2007	1358	274-276		Battelle	Monongalia
507538-002	ROBERT & PATRICIA FORDYCE	11/7/2007	1358	277-279		Battelle	Monongalia
507539-001	HUSKIE LUMBER COMPANY INC	12/12/2007	1359	492-494	266713	Battelle	Monongalia
507540-001	RALPH SIX, ET UX	12/12/2007	1359	495	266715	Battelle	Monongalia
507541-001	BONNIE K SUMMERS AIF	1/15/2008	1359	506-508		Battelle	Monongalia
507541-002	KATHERN J KENT AIF	12/3/2007	1359	500-502		Battelle	Monongalia
507541-003	MARTHA & MILDRED JONES	12/3/2007	1359	503-505		Battelle	RECENTRATIA
	MARY KENT & GEORGE					Offic	e of Oil and Go
507541-004	TORMAN	12/3/2007	1361	269	271435	Battelle	Monongalia

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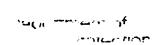
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507542-001	CUCUMBER TREE FARM INC	10/9/2007	1361	266	271434	Battelle	Monongalia	
507543-001	MAUDE V FORDYCE	1/9/2008	1361	275	271437	Battelle	Monongalia	
507545-001	LISA E & GARY A MAY	1/8/2008	1361	278	271438	Battelle	Monongalia	
507545-002	DAVID & DONNA SUE JOLLIFF	1/8/2008	1361	284	271441	Battelle	Monongalia	
507545-003	CATHERINE L SPRING ET VIR	1/16/2008	1361	281	271440	Battelle	Monongalia	
507545-004	RALPH & JUDITH KENNEDY	1/16/2008	1361	252	271425	Battelle	Monongalia	
507545-005	NANCY & JAY PAULOVICKS	1/8/2008	1361	287	271443	Battelle	Monongalia	
507545-006	MARY ELLEN SHANNON ET VIR	1/8/2008	1361	255	271427	Battelle	Monongalia	
507545-007	MARTHA ANN & JAMES PRYOR	1/8/2008	1361	258	271429	Battelle	Monongalia	
507545-008	EARLENE & ROBERT OWENS	1/8/2008	1361	261	271431	Battelle	Monongalia	
507546-001	CHALLEN E TAYLOR	2/12/2008	1361	264	271433	Battelle	Monongalia	
507546-002	DIXIE TAYLOR-STURM	7/16/2008	1377	001-003	303703	Battelle	Monongalia	
507547-001	RODNEY H KUHN ET AL	1/11/2008	1363	238-240		Battelle	Monongalia	
507548-001	HUMBARD KIDD	1/20/2008	1363	241-243		Battelle	Monongalia	
507548-002	ZELLA M KENNEDY ET AL	1/20/2008	1363	244-246		Battelle	Monongalia	
507548-003	BARBARA JEAN NITZ ET VIR	1/20/2008	1363	247-249		Battelle	Monongalia	
507548-004	JUANITA K HOFFMANN	1/20/2008	1363	250-252		Battelle	Monongalia	
507548-005	BEULAH M KENNEDY	1/20/2008	1363	253-255		Battelle	Monongalia	
507548-010	SANDRA J DULEY ET UX	1/20/2008	1363	268-270		Battelle	Monongalia	
507548-012	JEWELL A GLOVER ET AL	1/18/2008	1363	274-276		Battelle	Monongalia	
507548-013	ARTHUR BROOKS KENNEDY	1/14/2008	1363	277-279		Battelle	Monongalia	
507548-014	BRENT R KENNEDY ET UX	1/14/2008	1363	280-282		Battelle	Monongalia	
507549-001	IRENE H WRIGHT	1/21/2008	1363	283-285		Battelle	Monongalia	
507550-001	NANCY LIMING ET AL	3/26/2008	1365	324-326		Battelle	REOED/EDIS	
507551-001	NORMAN W BEAN	2/23/2008	1365	312-314		Battel@ffiC	e appropriate G	as
507551-002	LORRAINE B SHRIVER	2/23/2008	1365	315-317		Battelle	Monongalia	
507551-003	SAMUEL E BEAN	2/24/2008	1365	318-320		Battelle	Monongalia	

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507551-004	ALMA LEE RUSSELL	2/24/2008	1366	501-503		Battelle	Monongalia
507551-005	JOSEPH CLINTON BEAN	2/26/2008	1365	321-323		Battelle	Monongalia
507553-001	NORMA ZUCHINSKI	4/14/2008	1366	498		Battelle	Monongalia
507553-002	MARTHA ANASTASIADIS	4/18/2008	1366	489		Battelle	Monongalia
507553-003	WAYNE HENDERSON	7/29/2008	1376	894-896	303701	Battelle	Monongalia
507554-001	MARY K MARTINDALE	4/12/2008	1367	175-177		Battelle	Monongalia
507554-002	NANCY L HENDERSON	4/12/2008	1367	196-198		Battelle	Monongalia
507554-003	RALPH & LORA HENDERSON	4/12/2008	1367	199-201		Battelle	Monongalia
507554-004	JEANNIE BRYNER	4/12/2008	1367	184-186		Battelle	Monongalia
507555-001	TRINA TRICKETT	5/7/2008	1367	178-180		Battelle	Monongalia
507556-001	GARY & ARLENE NEELY	5/14/2008	1367	181-183		Battelle	Monongalia
507557-001	JAMES MARK FABER	4/18/2008	1367	187-189		Battelle	Monongalia
507558-001	JAMES M FABER	5/6/2008	1367	193-195		Battelle	Monongalia
507559-001	ADDISVILLE REFORM CHURCH	6/2/2008			288936	Battelle	Monongalia
507568-001	ANNA KATHRYN BARRICKMAN	8/6/2008	1375	571	301869	Battelle	Monongalia
507570-001	HOCKENBERRY	7/9/2008	1376	897-898	303702	Battelle	Monongalia
507571-001	JOHN & KATHY AND DOLORES FRANK HOCKENBERRY	7/9/2008	1376	879-881	303695	Battelle	Monongalia
507571-002	TIMOTHY & MICHELE HOCKENBERRY & DOLORES & FRANK HOCKENBERRY	7/9/2008	1376	873-875	303693	Battelle	Monongalia
507571-003	JOHN & KATHY AND DOLORES & FRANK HOCKENBERRY	7/9/2008	1376	883-884	303696	Battelle	Monongalia
507571-004	TIMOTHY & MICHELE AND FRANK & DOLORES	7/9/2008	1376	876-878	303694	Battelle R	Mopongalia
507572-001	SHAWN HENDERSON	8/1/2008	1376	885-887	303697	Barrene	Wonongalla
507573-001	HAZEL RUTH ARNETT	5/19/2008	1376	891-893	303699	Battelle	Monongalia
507574-001	DARRELL MOORE	3/12/2008	1381	608-610	316979	Battelle	Monongalia

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DV011104	Anna Harvey	12/17/1895	43	734		Battelle	Monongalia
L012997/001	Jesse D Howard Et Ux	4/9/1996	1130	227		Battelle	Monongalia
L013064	William B Richardson	9/25/1996	1134	620		Battelle	Monongalia
L013226/001	West Warren Baptist Church	3/2/1997	1141	491		Battelle	Monongalia
L013226/002	William B Richardson	3/26/1997	1142	547		Battelle	Monongalia
L015066/001	Dianna Tolbert	2/9/1998	1161	316		Battelle	Monongalia
L015066/002	Dorothy Cross	2/9/1998	1161	321		Battelle	Monongalia
L015066/003	James E Tolbert, Et Ux	2/19/1998	1161	326		Battelle	Monongalia
L015066/004	Emerson D Cross, Et Ux	2/9/1998	1161	331		Battelle	Monongalia
L015066/005	Richard Cross, Et Ux	3/5/1998	1161	336		Battelle	Monongalia
L015066/009	Hampton Cottrell Et Ux	6/10/1997	1149	435		Battelle	Monongalia
L015066/010	Clyde J Cottrell Et Ux	7/18/1997	1149	440		Battelle	Monongalia
L015066/011	L M Cottrell Et Ux	7/18/1997	1149	430		Battelle	Monongalia
L015197/001	Arthur Cowell, Et Ux	7/1/1998	1166	178		Battelle	Monongalia
L015462	Carol Curtis, Et Al	11/13/1998	1173	656		Batteile	Monongalia
L015466	Dorothy Hickman	11/13/1998	1173	638		Battelle	Monongalia
L015507/004	David W Deaton Et Ux	10/20/2008	1378	653		Battelle	Monongalia
L015525	Jackie W Miller Jr Et Ux	1/15/1999	1175	144		Battelle	Monongalia
L015526/001	William G Cross Et Ux	1/14/1999	1175	134		Battelle	Monongalia
L015527	Donzel Walls Et Ux	1/13/1999	1175	139		Battelle	Monongalia
L015538	Edna Dorothy Simpson Et Al	11/18/1998	1175	242		Battelle	Monongalia
L015551/002	Robert Clark Wise Et Ux	9/11/2008	1376	061		Battelle	Monongalia
L024303	Helen L Eddy	6/27/2003	1260	617		Battelle	Monongalia
L024317/003	Joretta G Pritchett	9/24/2008	1378	106		Battelle	Monongalia
L024317/004	Nancy G Foster	9/24/2008	1378	111		Battelle	Monongalia
L024317/005	Patricia G Foster	9/24/2008	1378	101			RE@PNøEgalia
L024317/006	Mary G Miller	9/24/2008	1378	116		Batt <b>Office</b>	of wind work
L024554	William B Legan Et Ux, Et Al	10/14/2002	1259	214		Battelle	Monongalia
L024556/002	Patricia G Foster	9/24/2008	1378	121		Battelle	Monongalia

Reference #	<u>Lessor</u>	<u>Lease Date</u>	<u>Book</u>	Page	Instrument#	<u>District</u>	County
L024556/003	Nancy G Foster	9/24/2008	1378	126		Battelle	Monongalia
L024556/004	Mary G Miller	9/24/2008	1378	131		Battelle	Monongalia
L024556/005	Joretta G Pritchett	9/24/2008	1378	355		Battelle	Monongalia
L024557/006	Thomas Simpson Et Ux	7/1/2006	1340	056		Battelle	Monongalia
L024557/007	Robert G Platt Sr	7/22/2006	1340	061		Battelle	Monongalia
L024557/008	Robert G Platt	7/1/2006	1340	067		Battelle	Monongalia
L024557/009	Sharon R Varkonyi Et Vir	7/5/2006	1344	577		Battelle	Monongalia
L024557/010	David Walker Et Ux	7/5/2006	1344	559		Battelle	Monongalia
L024734/004	Inge Koch	8/22/2008	1378	350		Battelle	Monongalia
L024734/005	Gary L Truce	8/22/2008	1378	136		Battelle	Monongalia
L024734/006	Paul V Leach	10/17/2008	1378	141		Battelle	Monongalia
L025933/001	Donald Gene Wise	6/8/2004	1279	353		Battelle	Monongalia
L025933/002	Richard Warren Wise	6/8/2004	1279	358		Battelle	Monongalia
L025933/003	Victor E Wise & Carol I Wise,	6/8/2004	1279	363		Battelle	Monongalia
	Robert V Wise & Eleanor J Wise	6/8/2004	1279	368		Battelle	Monongalia
L206373/001	William L Radtka Et Al	7/1/2006	1336	114	521137	Battelle	Monongalia
L206373/003	Hayhurst Company	9/28/2006	1336	120	521138	Battelle	Monongalia
L206382/001	Ira J Simpson Jr Et Ux	7/5/2006	1333	519	517185	Battelle	Monongalia
L206382/002	Allen L Simpson Et Ux	7/5/2006	1333	509	517183	Battelle	Monongalia
L206382/003	Vernon L Simpson Et Ux	7/5/2006	1333	514	517184	Battelle	Monongalia
L206389	Vernon L Simpson Et Ux	7/5/2006	1333	504	517182	Battelle	Monongalia
L206408	Barbara J Keener	7/5/2006	1334	603		Battelle	Monongalia
L206668/001	Byron J Robison Et Ux	10/16/2006	1341	265	244799	Battelle	Monongalia
L206668/002	Douglas S Sanders Et Ux	10/17/2006	1347	584	250641	Battelle	Monongalia
L206669	Thomas W Sanders Et Ux	10/11/2006	1341	271	244800	Battelle	Monongalia
L206676	Stephen H Jimmie Et Ux	10/14/2006	1345	573	248657	Battelle	Monongalia
L206677/001	Douglas E Bell Et Ux	8/3/2006	1340	050	243608	Battelle	19FCFINEID
L206734	Douglas E Bell Et Ux	8/3/2006	1340	073	243612	BattelleOffic	e ଲାଲ୍ୟା, ଗ୍ଲୀନ ଦ
L206836/001	Mary Louise Peaslee	5/25/2006	1344	593	247968	Battelle	Monongalia
L206836/002	Paula Louise Peaslee	5/31/2006	1344	588	247967	Battelle	dilignogoly!

Reference #	Lessor	Lease Date	Book	<u>Page</u>	Instrument#	District	County
L207724/002	Ray Parrish Gaston Et Ux	6/13/2007	1359	473	266562	Battelle	Monongalia
L207725/002	Ray Parrish Gaston Et Ux	6/13/2007	1358	188	263488	Battelle	Monongalia
L208273/002	David L Watkins	12/13/2007	1363	088	274001	Battelle	Monongalia
L208273/003	John L Loth	12/14/2007	1363	093	274002	Battelle	Monongalia
L208273/004	Ray Parrish Gaston Et Ux	1/9/2008	1363	110	274011	Battelle	Monongalia
L208273/005	Paula Louise Peaslee	12/13/2007	1363	115	274013	Battelle	Monongalia
L208273/006	Mary Louise Peaslee	12/13/2007	1363	120	274016	Battelle	Monongalia
L208273/007	Mary Ann Dawson	12/6/2007	1363	125	274018	Battelle	Monongalia
L208273/008	Loreen N Spragg	12/6/2007	1370	848		Battelle	Monongalia
L208567	W Keith Rockwell Et Ux	9/15/2008	1376	702		Battelle	Monongalia
L500231/001	Mary E. Mcclure, Widow	6/3/1993	1068	684		Battelle	Monongalia
L500231/002	Thomas Stiles, Et Al	10/6/1993	1081	157		Battelle	Monongalia
L500232/001	Edna M. Bean, Et Al	5/17/1993	1068	694		Battelle	Monongalia
L500232/002	Carl S. Thomas, Et Al	6/1/1993	1068	689		Battelle	Monongalia
L500234	Mabel G Wilson Et Al	8/2/1993	1072	605		Battelle	Monongalia
L500237/001	Helen H Statler Et Vir	3/27/1995	1105	530		Battelle	Monongalia
L500237/002	Mary Jane Burke Et Al	3/16/1995	1105	535		Battelle	Monongalia
L500239	Mabel G Wilson Et Al	5/6/1995	1119	457		Battelle	Monongalia
LW-1214	A. W. Whisler	5/25/1921	183	224		Battelle	Monongalia
LW-1314	Susanah Shriver	3/3/1908	98	158		Battelle	Monongalia
LW-1317	John E. Snider, et ux.	4/25/1907	96	351		Battelle	Monongalia
PE016	Wvu Foundation	10/15/2009	1397	649	343689	Battelle	Monongalia
PE017	Wvu Foundation	10/15/2009	1398	814	346255	Battelle	Monongalia
TC-13	George Shriver, et al.	5/7/1906	118	190		Battelle	Monongalia
TC-17	Clark Lemley, et. al.	3/27/1923	190	447		Battelle	Monongalia
	Dan L. Tennant & Elizabeth						RECEIVED
TC-18	Tennant	7/26/1923	191	369		Battelle Office	e of other land for
TC-20	E.C. Clovis & Catharine Clovis	8/15/1925	210	120		Battelle	Monongalia



Reference #	Lessor	Lease Date	Book	Page	Instrument #	District	County
TC-21	Alex Hennen & Lucinda Hennen	11/4/1925	208	276		Battelle	Monongalia
TC-44	B.F. Clovis & Eva Clovis	10/7/1936	285	69		Battelle	Monongalia
TC-57	Noah Henderson & Narcissus Henderson	4/18/1900	52	276		Battelle	Monongalia
261007-001	JOHN PETITTE JR	8/24/2009	1401	193-195	350287	Cass	Monongalia
261007-002	FORTNEY, ET AL	8/20/2009	1401	196-199	350288	Cass	Monongalia
261007-003	FORTNEY, ET AL	8/20/2009	1401	200-203	350289	Cass	Monongalia
261010-001	JACK R. & CHARLENE R. FORQUER	8/28/2009	1401	207-209	3509291	Cass	Monongalia
261011-001	ROBERT & TAMMY KENNEDY	8/28/2009	1401	210	350293	Cass	Monongalia
261015-000	BRIAN K. METZ	9/24/2009	1406	249-251	356753	Cass	Monongalia
261081-000	GEORGE STEELE	10/6/2009	1410	460-462	362325	Cass	Monongalia
261102-001	MARK ANTHONY GOLDEN	5/2/2008	1398	19-20	344290	Cass	Monongalia
261102-002	MICHAEL KEITH GOLDEN	5/2/2008	1398	21-22	344291	Cass	Monongalia
261103-000	JEFFREY LAZZELLE	2/28/2008	1365	135	278894	Cass	Monongalia
261134-000	BOYD D. HOLTAN	11/30/2009	413	013	367779	Cass	Monongalia
507053-000	BETTY R. BADZEK	8/13/2008	1376	644	303171	Cass	Monongalia
507561-001	SANFORD EUGENE FETTY	6/9/2008	94A	260		Church	Monongalia
261033-000	RICHARD & LINDA EDDY	10/8/2009	1406	257-259	356782	Clay	Monongalia
261034-001	RICHARD & LINDA EDDY	10/8/2009	1406	260-262	256784	Clay	Monongalia
261036-000	RICHARD & LINDA EDDY	10/8/2009	1406	269-271	356806	Clay	Monongalia
261055-000	NOAH & RUBY AMMONS	11/4/2009	1406	486-488	357562	Clay	Monongalia
261056-000	NOAH & RUBY AMMONS	11/4/2009	410	061-064	361801	Clay	Monongalia
261061-000	LORETTA & DAVID PRICE	10/8/2009	411	099-101	363628	Clay	Monongalia
261063-000	ADA KAREN EDDY	2/21/2010	411	008-010	363370	Clay	Monongalia
261064-000	ROSEANN & ROBERT SHISLER	9/21/2009	1410	483-485	362329	Clay RE	СЕМФЕФпgalia
261066-000	RANDOLPH & TAMARA AMMONS	6/24/2009	1393	550	337369	Office o	Oil and Gas Monongalia

Reference #	Lessor	Lease Date	Book	Page	Instrument #	<u>District</u>	County
	RANDOLPH & TAMARA						
261067-001	AMMONS	6/24/2009	1393	548	337366	Clay	Monongalia
						7 - 5 - 5	100
261071-001	BILLY & BETTY HAUGHT, ET AL	8/3/2009	1393	539	337360	Clay	Monongalia
261072-001	BILLY & BETTY HAUGHT, ET	8/3/2009	1393	535	337358	Clay	Monongalia
261073-001	BILLY & BETTY HAUGHT, ET	8/3/2009	1393	537	337359	Clay	Monongalia
261074-001	BILLY & BETTY HAUGHT, ET	8/3/2009	1403	196	352793	Clay	Monongalia
261075-001	JANICE WILSON HALL	7/17/2009	1393	543	337362	Clay	Monongalia
261092-001	TAMMY S. SEAMAN	9/23/2009	1410	779-781	363052	Clay	Monongalia
261099-001	ARZIE DILLE	11/16/2007	1398	23-24	344292	Clay	Monongalia
261099-002	LESTER & MARGARET DILLE	11/16/2007	1398	25-26	344293	Clay	Monongalia
261127-000	JAMES SHUTLZ	12/9/2009	413	010	36778	Clay	Monongalia
261135-001	EUGENE ARMSTRON	11/19/2009	1412	462-464	366887	Clay	Monongalia
507564-001	DONALD STULL	7/2/2008	1377	525-527	305161	Clay	Monongalia
507564-002	DONNA L. LOUGHRY	7/2/2008	1369	773	288937	Clay	Monongalia
507564-003	LORETTA WALLS WILLIAMS	5/19/2008	1376	888-890	303698	Clay	Monongalia
PE018	Wvu Foundation	10/15/2009	1397	651	343690	Clay	Monongalia
261042-000	CAROLINE EQUIPEMENT COMPANY INC.	9/25/2009	1406	272-274	356807	Clinton	Monongalia
261044-000	ANGELO PETITTO, JR.	9/28/2009	411	096-98	363627	Clinton	Monongalia
261086-000	EVERETT A. SELDERS	11/13/2009	1410	767-769	363041	Clinton	Monongalia
261087-000	EVERETT A. SELDERS	11/13/2009	1410	770-772	363043	Clinton	Monongalia
261088-001	EVERETT A. SELDERS	11/13/2009	1410	773-775	363046	Clinton	Monongalia
261089-000	EVERETT SELDERS	11/13/2009	1410	776-778	363050	Clinton	Monongalia
261091-001	JAMES L. PETITTO	9/25/2009	411	187-189	363992	Clinton DEC	FIMonongalia
261093-000	WILLIAM E. & ROSALIE SLIDER	10/17/2007	1354	621-621	258329		OilManongalia
261094-000	HARRY & CHARLOTTE LAWSON	7/31/2007	1348	605		Clinton	Monengalia

Reference #	<u>Lessor</u>	<u>Lease Date</u>	<u>Book</u>	<u>Page</u>	<u>Instrument #</u>	<u>District</u>	County
	NATHAN KINCAID, TRUSTEE FOR						
	THE GEORGE W. KINCAID AND						
261096-000	DOROTH	5/24/2007	1344	1	247699	Clinton	Monongalia
261100-000	GROVES, ETAL	4/24/2007	1343	393		Clinton	Monongalia
261122-001	DWIGHT & SUSAN PAULEY	12/18/2009	413	001	3677771	Clinton	Monongalia
261123-000	DWIGHT & SUSAN PAULEY	12/18/2009	413	004	367772	Clinton	Monongalia
261124-000	DWIGHT & SUSAN PAULEY	12/18/2009	413	007	367777	Clinton	Monongalia
261125-001	DWIGHT & SUSAN PAULEY	12/18/2009	1421	516	384602	Clinton	Monongalia
261126-001	DWIGHT & SUSAN PAULEY	12/18/2009	1412	897	367770	Clinton	Monongalia
261136-000	DWIGHT & SUSAN PAULEY	12/18/2009	413	016-018	367780	Clinton	Monongalia
261137-000	DWIGHT & SUSAN PAULEY	12/18/2009	413	019	367781	Clinton	Monongalia
	DESSIE G. & CYNTHISA S.					-	
261009-001	TRIPLETT	8/27/2009	1401	204-206	350290	Grant	Monongalia
	JAMES H. YONDURA, III &			<u> </u>			
261014-000	MELISSA B, YONDURA	9/11/2009	1403	457-459	353324	Grant	Monongalia
261068-000	FRED L. & DARBY BALASKO	8/13/2009	1393	533	337537	Grant	Monongalia
261069-000	FRED L. & DARBY BALASKO	8/13/2009			337354	Grant	Monongalia
261070-000	FRED L. & DARBY BALASKO	11/16/2009	1399	035	346627	Grant	Monongalia
261076-000	JESSE D. & PATRICIA COOMBS	8/13/2009	1393	521	337351	Grant	Monongalia
261077-000	JESSE D. & PATRICIA COOMBS	8/13/2009	1393	517	337347	Grant	Monongalia
	JOHN L. COOMBS, JESSE D. &		i				
261078-000	PATRICIA COOMB	8/13/2009	1393	804	337758	Grant	Monongalia
261079-000	JOHN L. COOMBS, JESSE D.	8/13/2009	1393	509	337341	Grant	Monongalia
261080-000	JESSE D. & PATRICIA COOMB	8/13/2009	1393	519	337349	Grant	Monongalia
261101-000	COLLEEN GROVES, ETAL	4/27/2007	1343	392-393	247064	Grant	Monongalia
261110-000	CLARENCE TRIPLETT, ETUX	10/27/2009	1410	486-488	362331	Grant	Monongalia
261138-000	TIMOTHY & PATTY SLAUGHTER	12/3/2009	413	022	367782	Gran	of Wilder

EXHIBIT A

LEASES

Monongalia County, WV

Reference #	Lessor	Lease Date	Book	Page	Instrument #	<u>District</u>	County
261500-001	RUSSELL K. GRIM & VIVIANV. GRIMM	4/20/2009			337270	Grant	Monongalia
507518-003	FRED C. WISE, ET UX	8/2/2007	1372	046	293805	Monongalia	Monongalia
261065-000	TRESS CONSTRUCTION, LLC	9/19/2009			361273	Morgan	Monongalia
261051-000	NEIL & MICHELLE EDDY	10/28/2009	410	756-758	363023	Multiple	Monongalia
484014	Earl Kennedy	5/15/2008	1040	298	200800012610	Tbd	Monongalia
261012-000	WHISPERING WOODS DEVELOPEMENT GROUP LLC	9/4/2009	1399	369-371	347363	Union	Monongalia
261045-000	LYDALLBEL ENTERPRISES, I	10/10/2009	1406	275-277	356808	Union	Monongalia
261046-000	LYDALLBEL ENTERPRISES, I	10/10/2009	1406	279-281	356809	Union	Monongalia
261047-000	LYDALLBEL ENTERPRISES, INC.	10/10/2009	1406	283-285	356810	Union	Monongalia
261049-000	THOMAS A. RICH & BEATRICE MALVISI	4/24/2007	1352	474	256189	Union	Monongalia
261095-001	CHERREL NANCY MONTAGLIANI	2/27/2007	10341	002		Union	Monongalia
261095-002	FRANK E. BURCHINAL, III	2/22/2007	1341	003		Union	Monongalia
261097-000	HF, LLC	6/29/2007	1348	223-225		Union	Monongalia
261104-000	PATRICIA SIKORSKY, ETVIR	3/1/2007	1341	1		Union	Monongalia
635122	Burnside, Charles L & Sarah F	5/20/1960	536	325		Clay	Monongalia
484013	CBC Holdings LLC	5/15/2008	1040	277	200800012609	Tbd	Monongalia
484015	Earl & Patrik Kennedy 5/1		1040	319	200800012611	Tbd	Monongalia
456817	H3 LLC	9/23/2008	1373	630-633	297009	Battelle	Monongalia

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#### EXHIBIT B

#### MARCELLUS WELLS

None

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Ехнвіт В-1

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## $\frac{\text{EXHIBIT C}}{\text{RIGHTS OF WAY}}$

None

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WV Department of Environmental Protection

Ехнівіт С-1

#### EXHIBIT D

#### EXCLUDED ASSETS

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

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

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

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

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#### Attachment - Form for WTN2GHS:

Legacy Lease No.	Tax - Map - Parcel	Grantor, Lessor, etc	Grantee, Lessee, etc	Royalty	Book/Page
N/A	1-8-30 (p/o) & 1-7- 57 (p/o)	MM Marcellus, II L.P.	CNX Gas Company LLC	16%	1469/765
		Sandra K. Newberry	CNX Gas Company LLC	15%	1468/626
		Peggy L. Martin	CNX Gas Company LLC	16%	1474/513
		Kim Coen	CNX Gas Company LLC	16%	1474/510
		Christina Lemley	CNX Gas Company LLC	16%	1474/237
		Linda K. Platt-Walker	CNX Gas Company LLC	15%	1468/139
		Sharon P. Platt-Varkanyi	CNX Gas Company LLC	15%	1474/506
		Robert G. Platt, Jr.	CNX Gas Company LLC	15%	1468/630
Legacy Lease No.	Tax - Map - Parcel	Grantor, Lessor, etc	Grantee, Lessee, etc	Royalty	Book/Page
1-8-31.1, 31.2 31.3, 31.4, 31. L500232- and 1-7-6.1, 7, 7	Mark the control of t		CNG Producing Company	1/8	1068/694
		Carl S. Thomas and Anita Thomas, his wife, and Lois T. Dallison, a widow	CNG Producing Company	1/8	1068/689
		CNG Producing Company	Dominion Exploration & Production, Inc.	Recital: Successor of CNATICE	72/449 RECEIVED of Oil and G
		Dominion Exploration &	CONSOL Gas Company	Name	60/7

		Production, Inc.		Change	
		Consol Gas Company	CNX Gas Company	Merger/ Name Change	2/424
		CNX Gas Company	Noble Energy	50% Assign into Marcellus/ Bill of Sale	113/458
		Lorraine B. Shriver	CNX Gas/ Noble Energy	Ratification	1486/295
		Norman W. Bean	CNX Gas/ Noble Energy	Ratification	1486/300
		Garold R. Thomas	CNX Gas/ Noble Energy	Ratification	1486/320
		Bernice B. Crishfield	CNX Gas/ Noble Energy	Ratification	1486/310
		Melanie Thomas aka Melonie Thomas	CNX Gas/ Noble Energy	Ratification	1486/325
		Linda Tennant	CNX Gas/ Noble Energy	Ratification	1486/315
	42 7	Lowell Arthur Cowell	CNX Gas/ Noble Energy	Ratification	1486/330
		Lyle Thomas Dallison	CNX Gas/ Noble Energy	Ratification	1486/123
		Karen Steele aka Karen Arlene Dallison	CNX Gas/ Noble Energy	Ratification	1486/128
		David S. Thomas	CNX Gas/ Noble Energy	Ratification	1486/133
		Ginger Lee Brookover	CNX Gas/ Noble Energy	Ratification	1486/305
Legacy Lease No.	Tax - Map - Parcel	Grantor, Lessor, etc	Grantee, Lessee, etc	Royalty	Book/Page
N/A	1-8-33 (p/o) & 1-7- 57	Fluharty Family, LLC	CNX Gas Company	17%	1491/272
				Offic	RECEIVED Ce of Oil and Book/Page
Legacy Lease No.	Tax - Map - Parcel	Grantor, Lessor, etc	Grantee, Lessee, etc	Royalty	Book/Page

L500231- 001	1-8-28	Mary E. McClure, widow	CNG Producing Company	1/8	1068/684
243615000		Thomas Stiles and Linda Stiles, his wife; Douglas Stiles and Lois Stiles, his wife; Charles Stiles and Linda Stiles, his wife; Donald Stiles and Pat Stiles, his wife; Glen Stiles and Barbara Stiles, his wife	CNG Producing Company	1/8	1081/157
		CNG Producing Company	Dominion Exploration & Production, Inc.	Recital: Successor of CNG	118/108
		Dominion Exploration & Production, Inc.	CONSOL Gas Company	Name Change	2/424
		Consol Gas Company	CNX Gas Company, LLC	Merger/ Name Change	120/418
Legacy	Tax - Map - Parcel	Grantor, Lessor, etc	Grantee, Lessee, etc	Royalty	Book/Page
Lease No.					
L500231- 001	1-8-28.4	Mary E. McClure, widow	CNG Producing Company	1/8	1068/684
243615000		Thomas Stiles and Linda Stiles, his wife; Douglas Stiles and Lois Stiles, his wife; Charles Stiles and Linda Stiles, his wife; Donald Stiles and Pat Stiles, his wife; Glen Stiles and Barbara Stiles, his wife	CNG Producing Company	1/8	1081/157
		CNG Producing Company	Dominion Exploration & Production, Inc.	Recital: Successor of CNG	118/108 RECEIVED
		Dominion Exploration & Production, Inc.	CONSOL Gas Company	Name ffice Change	e of offand

		Consol Gas Company	CNX Gas Company, LLC	Merger/ Name Change	120/418
			1		
Legacy Lease No.	Tax - Map - Parcel	Grantor, Lessor, etc	Grantee, Lessee, etc	Royalty	Book/Page
L015551- 002	1-8-19	Robert Clark Wise and Marjorie L. Wise, his wife	CNG Producing Company	1/8	1176/341
T114626		CNG Producing Company	Dominion Exploration & Production, Inc.	Name Change/ Merger	Not Listed
		Dominion Exploration & Production, Inc.	Consol Gas Company	Name Change/ Merger	60/7
		Robert Clark Wise and Marjorie L. Wise, his wife	Dominion Exploration & Production, Inc.	1/8	1376/61
		Dominion Transmission, Inc	CONSOL Energy Holdings	Assignment	108/64
		Consol Energy Holdings	CNX Gas Company, LLC	Merger	MISC BK. 120/418
Legacy Lease No.	Tax - Map - Parcel	Grantor, Lessor, etc	Grantee, Lessee, etc	Royalty	Book/Page
L015538	1-8-18	Edna Dorothy Simpson and Thomas Simpson, Robert D. Weakley and Robert Platt	CNG Producing Company	1/8	1175/242
107252000		Edna Dorothy Simpson, Attorney- in-fact for Robert D. Weakley	CNG Producing Company	Ratification	1179/19

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		Edna Dorothy Simpson; Thomas Simpson; Dorothy Hickman; Robert D. Weakley, by Edna D. Simpson, his POA; and Robert Platt, widower	CNG Producing Company	Pooling	1186/158
		CNG Producing Company	Dominion Exploration & Production, Inc.	Name Change/ Merger	Not Listed
		Dominion Exploratino and Production, Inc.	Consol Gas Company	Name Change/ Merger	60/7
		Consol Gas Company	CNX Gas Company, LLC	Merger	MISC BK. 120/418
Legacy Lease No.	Tax - Map - Parcel	Grantor, Lessor, etc	Grantee, Lessee, etc	Royalty	Book/Page
T114617	1-3-9	Carol T. Curtis, a widow, Violet M. Rockwell and William G. Rockwell, her husband	CNG Producing Company	1/8	1173/656
		Michael Ferrell	CNG Producing Company	Ratification	1205/236
		William L. Null and Dennis H. Peters	CNG Producing Company	Ratification	1205/237
		Helen R. Clark and James K. Clark	CNG Producing Company	Ratification	1205/238
		CNG Producing Company	Dominion Exploration & Production, Inc.	Merger	Not Listed
		Dominion Exploration & Production, Inc.	Consol Gas Company	Name Change	60/7
		Consol Gas Company	CNX Gas Company LLC	Merger/Na me Change	MIS BK 120/418.
Legacy Lease No.	Tax - Map - Parcel	Grantor, Lessor, etc	Grantee, Lessee, etc	Royalty Offic	REGOR/Page e of Oil and

N/A	1-3-10 and 1-3-8	James Edward Taylor and Susan L. Taylor	CNX Gas Company LLC	18%	1498/690
		Early Lynn Taylor	CNX Gas Company LLC	18%	1498/684
Legacy Lease No.	Tax - Map - Parcel	Grantor, Lessor, etc	Grantee, Lessee, etc	Royalty	Book/Page
N/A	1-3-5	Rose Thomas	CNX Gas Company LLC	15%	1475/033

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Erika Whetstone Supervisor- Permitting 200 Evergreene Drive Waynesburg, PA 15370 (724) 627-1492

CN:GAS

Ms. Laura Cooper WV DEP Office of Oil & Gas 601 57<sup>Th</sup> St., SE Charleston, WV 25304

RE: Proposed WTN2GHS Well, in Mononaglia County, West Virginia Drilling Under County Route 6/1, Pumpkin Run and Sugar Run

Dear Ms. Cooper,

Consol Energy, Inc. (CNX Gas LLC) is applying for a drilling permit for the above referenced well. The State of West Virginia has raised some concern to CNX's right to drill under County Route 6/1, Pumpkin Run and Sugar Run.

Please be advised that according to the title information we relied on submitting this application, the State owns no oil and gas rights under said road(s) and/or railroad(s), and that CNX Gas LLC has leased said rights from appropriate parties as set forth on the accompanying Form-WW-6A1.

Sincerely,

Erika Whetstone

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

Date of Noti	ce Certification: 4/9/15	API No. 47-	~	
		Operator's Wel		
		Well Pad Name		
	been given:			
Pursuant to th	ne provisions in West Virginia Code	§ 22-6A, the Operator has provided the required	parties with the	Notice Forms listed
	tract of land as follows:			
State:	West Virginia	1 ITAA NIATYOO	5216.30	
County:	Monongalia	Northing: 5597	20.86	
District:	Battelle	The state of the s	ar Run	
Quadrangle:	Wadestown, 7.5'	Generally used farm name: Con-	solidation	
Watershed:	Dunkard Creek			
of giving the requirements Virginia Cod	surface owner notice of entry to su of subsection (b), section sixteen of	ection sixteen of this article; (ii) that the require arvey pursuant to subsection (a), section ten of if this article were waived in writing by the sender proof of and certify to the secretary that int.	f this article six urface owner; a	-a; or (iii) the notice and Pursuant to West
Pursuant to that the Ope	West Virginia Code § 22-6A, the Operator has properly served the require	perator has attached proof to this Notice Certified parties with the following:	cation	1
	ECK ALL THAT APPLY		oc	OG OFFICE USE ONLY
☐ 1. NO	TICE OF SEISMIC ACTIVITY or	NOTICE NOT REQUIRED BECAUSE SEISMIC ACTIVITY WAS CONDUCTED		RECEIVED/ NOT REQUIRED
■ 2. NO	TICE OF ENTRY FOR PLAT SURV	VEY or ☐ NO PLAT SURVEY WAS COND	UCTED 1	RECEIVED
☐ 3. NO	TICE OF INTENT TO DRILL or	NOTICE NOT REQUIRED BECAUSE NOTICE OF ENTRY FOR PLAT SURVEY WAS CONDUCTED or		RECEIVED/ NOT REQUIRED
		WRITTEN WAIVER BY SURFACE O (PLEASE ATTACH)	WNER	,
■ 4. NO	TICE OF PLANNED OPERATION		121	RECEIVED
■ 5. PUE	BLIC NOTICE			RECEIVED
■ 6. NO	TICE OF APPLICATION			RECEIVED

Required Attachments:

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

APR 1 4 2015

WV Department of Environmental Proping of 15

WW-6AC (1/12)

#### Certification of Notice is hereby given:

THEREFORE, I Erika Whetstone , have read and understand the notice requirements within West Virginia Code § 22-6A. I certify that as required under West Virginia Code § 22-6A, I have served the attached copies of the Notice Forms, identified above, to the required parties through personal service, by registered mail or by any method of delivery that requires a receipt or signature confirmation. I certify under penalty of law that I have personally examined and am familiar with the information submitted in this Notice Certification and all attachments, and that based on my inquiry of those individuals immediately responsible for obtaining the information, I believe that the information is true, accurate and complete. I am aware that there are significant penalties for submitting false information, including the possibility of fine and imprisonment.

Well Operator: CNX Gas Company LLC

By: Matthew Imrich

Its: District Operations Superintendent-Gas

Telephone: 3048842259

Address: 200 Evergreene Drive Waynesburg, PA 15370

Facsimile: 724-267-1400

Email: ErikaWhetstone@consolenergy.com

COMMONWEAUTHAGE RENINSYLVANIA NOTARIAL SEAL

Lori L. Walker, Notary Public
Richhill Twp., Greene County
My Commission Expires Feb. 23, 2019
MEMBER, PENNSYLVANIA ASSOCIATION OF NOTARIES

Subscribed and sworn before me this

Notary Public

My Commission Expires

#### Oil and Gas Privacy Notice:

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

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WW-6A (9-13)

API NO. 47-	
OPERATOR WEI	L NO.
Well Pad Name: V	VTN2GHS

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

Not	ice Time Requirem	ent: notice shall be provide	no later than the filing date of permit application.	
Dat	e of Notice: 10/14/2014	Date Permit Applicat	Filed: 4/10/15	
	ice of:		The state of the s	
<b>V</b>	PERMIT FOR AN WELL WORK		TE OF APPROVAL FOR THE TION OF AN IMPOUNDMENT OR PIT	
Deli	ivery method pursu	ant to West Virginia Co	§ 22-6A-10(b)	
	**********	П произверен	A VETUOR OF RELIVERY THAT REQUIRES A	
	PERSONAL SERVICE	REGISTERED MAIL	✓ METHOD OF DELIVERY THAT REQUIRES A RECEIPT OR SIGNATURE CONFIRMATION	
the soil addesce oper more well important prove prove substrees prove Cod	surface of the tract on and gas leasehold being cribed in the erosion a rator or lessee, in the of e coal seams; (4) The work, if the surface to oundment or pit as de e a water well, spring yide water for consum- bosed well work active section (b) of this section of the sheriff requision of this article to e R. § 35-8-5.7.a req	which the well is or is projeg developed by the propose and sediment control plan as event the tract of land on wowners of record of the surfact is to be used for the place is to be used for the place of the surfact is to be used for the place in section nine of the place of the place is to take place. (c)(1) If ion hold interests in the landired to be maintained pursue the contrary, notice to a lieures, in part, that the operation	article, and the well plat to each of the following persons: (1) The ed to be located; (2) The owners of record of the surface tract or well work, if the surface tract is to be used for roads or other landited pursuant to subsection (c), section seven of this article; (3) in the well proposed to be drilled is located [sic] is known to be the tract or tracts overlying the oil and gas leasehold being development, construction, enlargement, alteration, repair, removal or a larticle; (5) Any surface owner or water purveyor who is known within one thousand five hundred feet of the center of the well animals; and (6) The operator of any natural gas storage field without the applicant may serve the documents required upon the person to section eight, article one, chapter eleven-a of this code. (2) I colder is not notice to a landowner, unless the lien holder is the shall also provide the Well Site Safety Plan ("WSSP") to the supplementary of this rule.	r tracts overlying the d disturbance as ) The coal owner, underlain by one or uped by the proposed bandonment of any to the applicant to pad which is used to thin which the s described in n described in the Notwithstanding any landowner. W. Va.
Ø A	Application Notice	☐ WSSP Notice ☐ E&	lan Notice	
S	URFACE OWNER(	s)	☐ COAL OWNER OR LESSEE	
	ne: Consolidation Coal Co		Name: see attached	_
Add	lress: 1000 Consol Energ		Address:	
	Canonsburg, PA 15	317		
Nan	ne:		☐ COAL OPERATOR	
Add	lress:		Name: Patriot Coal Corporation	
			Address: Attn. John Eagan	
Ø SI	URFACE OWNER(	s) (Road and/or Other Dis	pance) 500 Lee Street East, Suite 900 Charleston, WV 25301	
Nan	ne: Consolidation Coal Co	mpany	☐ SURFACE OWNER OF WATER WELL	
Add	iress: 1000 Consol Energ	y Drive	AND/OR WATER PURVEYOR(s)	
	Canonsburg, PA 15	Association and the second	Name: see attached	
Nan	ne: Eakin-Wana Memorial		Address:	
	ress: P.O. Box 1200	/	Contract -	The second
	HUndred, WV 1531	7	OPERATOR OF ANY NATURAL CASETY	RAGE FIELD
T SI	The state of the s	s) (Impoundments or Pits)	Name: RECEIV	EU
		s) (Impoundments of Ths)	Name: Office of Oil a	and Gas
	lress:		Thursday	
Aud			*Please attach additional forms if ne Acapary 4	2015
			Trease attach additional forms if heposphy 4	2013

WW-6A
(8-13)

API NO. 47-	
OPERATOR WE	ELL NO.
Well Pad Name:	WTN2GHS

#### Notice is hereby given:

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

#### This Notice Shall Include:

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

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

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

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

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

#### **Well Location Restrictions**

Pursuant to W. Va. Code § 22-6A-12, Wells may not be drilled within two hundred fifty feet measured horizontally from any existing water well or developed spring used for human or domestic animal consumption. The center of well pads may not be located within six hundred twenty-five feet of an occupied dwelling structure, or a building two thousand five hundred square feet or larger used to house or shelter dairy cattle or poultry husbandry. This limitation is applicable to those wells, developed springs, dwellings or agricultural buildings that existed on the date a notice to the surface owner of planned entry for surveying or staking as provided in section ten of this article or a notice of intent to drill a horizontal well as provided in subsection (b), section sixteen of this article was provided, whichever occurs first, and to any dwelling under construction prior to that date. This limitation may be waived by written consent of the surface owner transmitted to the department and recorded in the real property records maintained by the clerk of the county commission for the county in which such property is located. Furthermore, the well operator may be granted a variance by the secretary from these distance restrictions upon submission of a plan which identifies the sufficient measures, facilities or practices to be employed during well site construction, drilling and operations. The variance, if granted, shall include terms and conditions the department requires to ensure the safety and protection of affected persons and property. The terms and conditions may include insurance, bonding and indemnification, as well as technical requirements. (b) No well pad may be prepared or well drilled within one hundred feet measured horizontally from any perennial stream, natural or artificial lake, pond or reservoir, or a wetland, or within three hundred feet of a naturally reproducing trout stream. No well pad may be located within one thousand feet of a surface or ground water intake of a public water supply. The distance from the public water supply as identified by the department shall be measured as follows: (1) For a surface water intake on a lake or reservoir, the distance shall be measured from the boundary of the lake or reservoir. (2) For a surface water intake on a flowing stream, the distance shall be measured from a semicircular radius extending upstream of the surface water intake. (3) For a groundwater source, the distance shall be measured from the wellhead or spring. The department may, in its discretion, waive these distance restrictions upon submission of a plan identifying sufficient measures, facilities or practices to be employed during well site construction, drilling and operations to protect the waters of the state. A water of the state. A water of the state of the state. permit conditions as the secretary considers necessary. (c) Notwithstanding the foregoing proving continuous proving contained in this section prevents an operator from conducting the activities permitted or authorized by a Clean Water Act Section 404 permit or other approval from the United States Army Corps of Engineers within any waters of the state or within the United States Army Corps of Engineers within any waters of the state or within the United States Army Corps of Engineers within any waters of the state or within the United States Army Corps of Engineers within any waters of the state or within the United States Army Corps of Engineers within any waters of the state or within the United States Army Corps of Engineers w in this section. (d) The well location restrictions set forth in this section shall not apply to any well on a multiple well pad if at least one of the wells was permitted prior to the effective date of this article. (e) The secretary shall, by December 31, 2012, report to the Legislature on the noise, light, dust and volatile organic compounds generated by the drilling the compounds relate to the well location restrictions regarding occupied dwelling structures pursuant to this section. Epwinointian Phothesiscretary that the well location restrictions regarding occupied dwelling structures are inadequate or otherwise require alteration to address the items

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(8-13)	)

API NO. 47	
OPERATOR WELL NO.	
Well Pad Name: wtn2GHS	

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

#### Water Well Testing:

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

#### Water Testing Laboratories:

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

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

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

#### Written Comment:

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

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

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APR 1 4 2015

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

Environmental Protection

07/17/2015

WW-6A (8-13)

API NO. 47-\_\_\_\_OPERATOR WELL NO.\_\_\_\_
Well Pad Name: WTN2GHS

#### Time Limits and Methods for Filing Comments.

The law requires these materials to be served on or before the date the operator files its Application. You have THIRTY (30) DAYS after the filing date to file your comments. Comments must be filed in person or received in the mail by the Chief's office by the time stated above. You may call the Chief's office to be sure of the date. Check with your postmaster to ensure adequate delivery time or to arrange special expedited handling. If you have been contacted by the well operator and you have signed a "voluntary statement of no objection" to the planned work described in these materials, then the permit may be issued at any time.

Pursuant to West Virginia Code § 22-6A-11(c)(2), Any objections of the affected coal operators and coal seam owners and lessees shall be addressed through the processes and procedures that exist under sections fifteen, seventeen and forty, article six of this chapter, as applicable and as incorporated into this article by section five of this article. The written comments filed by the parties entitled to notice under subdivisions (1), (2), (4), (5) and (6), subsection (b), section ten of this article shall be considered by the secretary in the permit issuance process, but the parties are not entitled to participate in the processes and proceedings that exist under sections fifteen, seventeen or forty, article six of this chapter, as applicable and as incorporated into this article by section five of this article.

#### **Comment Requirements**

Your comments must be in writing and include your name, address and telephone number, the well operator's name and well number and the approximate location of the proposed well site including district and county from the application. You may add other documents, such as sketches, maps or photographs to support your comments.

Disclaimer: All comments received will be placed on our web site <a href="http://www.dep.wv.gov/oil-and-gas/Horizontal-Permits/Pages/default.aspx">http://www.dep.wv.gov/oil-and-gas/Horizontal-Permits/Pages/default.aspx</a> and the applicant will automatically be forwarded an email notice that such comments have been submitted. The applicant will be expected to provide a response to comments submitted by any surface owner, water purveyor or natural gas storage operator noticed within the application.

#### Permit Denial or Condition

The Chief has the power to deny or condition a well work permit. Pursuant to West Virginia Code § 22-6A-8(d), the permit may not be issued or be conditioned, including conditions with respect to the location of the well and access roads prior to issuance if the director determines that:

- (1) The proposed well work will constitute a hazard to the safety of persons:
- (2) The plan for soil erosion and sediment control is not adequate or effective;
- (3) Damage would occur to publicly owned lands or resources; or
- (4) The proposed well work fails to protect fresh water sources or supplies.

A permit may also be denied under West Virginia Code § 22-6A-7(k), the secretary shall deny the issuance of a permit if the secretary determines that the applicant has committed a substantial violation of a previously issued permit for a horizontal well, including the applicable erosion and sediment control plan associated with the previously issued permit, or a substantial violation of one or more of the rules promulgated under this article, and in each instance has failed to abate or seek review of the violation within the time prescribed by the secretary pursuant to the provisions of subdivisions (1) and (2), subsection (a), section five of this article and the rules promulgated hereunder, which time may not be unreasonable.

Pursuant to West Virginia Code § 22-6A-10(g), any person entitled to submit written comments to the secretary pursuant to subsection (a), section eleven of this article, shall also be entitled to receive from the secretary a copy of the permit as issued or a copy of the order modifying or denying the permit if the person requests receipt of them as a part of the written comments submitted concerning the permit application. Such persons may request, at the time of submitting written comments, notice of the permit decision and a list of persons qualified to test water.

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WW-6A (8-13) API NO. 47OPERATOR WELL NO.
Well Pad Name: WTN2GHS

Notice is hereby given by:

Well Operator: CNX Gas Company LLC

Telephone: 724-627-1492

Email: ErikaWhetstone@consolenergy.com

Address: 200 Evergreene Drive

Waynesburg, PA 15370

Facsimile: 724-627-1400

Oil and Gas Privacy Notice:

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

DEP's Chief Privacy Officer at depprivacyofficer@wv.gov.

COMMONWEALTH OF PENNSYLVANIA

Notarial Seal Lori L. Walker, Notary Public Richhill Twp., Greene County My Commission Expires Feb. 23, 2015

MEMBER, PENNSYLVANIA ASSOCIATION OF NOTARIES

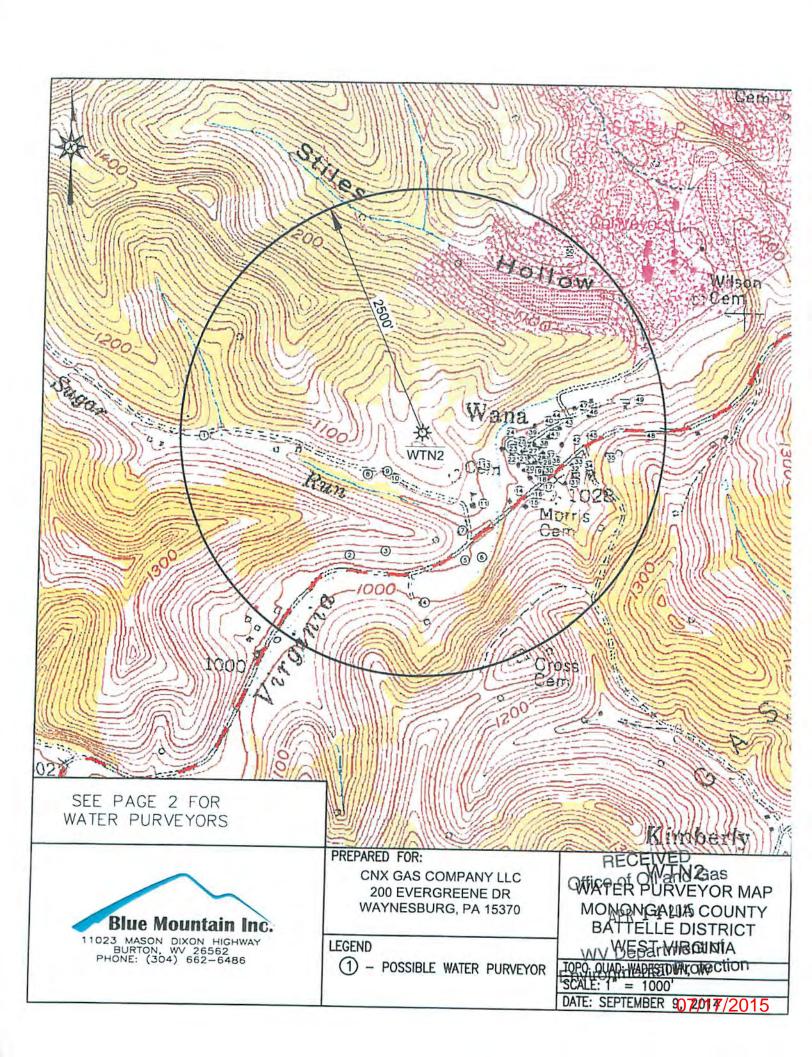
Subscribed and sworn before me this 14 day of October 1014

Notary Public

My Commission Expires

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Office of Oil and Gas

APR 1 4 2015



WATER PURVEYOR 1	WATER PURVEYOR 2	WATER PURVEYOR 3	WATER PURVEYOR 4	WATER PURVEYOR 5	WATER PURVEYOR 6	WATER PURVEYOR
UTM 17-NAD83 N:4395184.78 E:559033.46 NAD83, WV NORTH N:439738.22 E:1740221.48	UTM 17-NAD83 N:4394825.73 E:559506.10 NAD83, W NORTH N:438534.13 E:1741752.69	UTM 17-NAD83 N:4394842.32 E:559619.82 NAD83, W NORTH N:438582.33 E:1742126.76	UTM 17-NAD83 N:4394683.95 E:559749.62 NAD83, W NORTH N:438055.55 E:1742543.99	UTM 17-NAD83 N:4394821.08 E:559871.23 NAD83, WV NORTH N:438498.85	UTM 17-NAD83 N:4394832.77 E:559923.72 NAD83, WV NORTH N:438534.33	UTM 17-NAD83 N:4394915.39 E:559858.12 NAD83, WV NORTH N:438809.04
WATER PURVEYOR 8	WATER PURVEYOR 9	WATER PURVEYOR 10		E:1742950.56	E:1743123.44	E:1742912.71
UTM 17-NAD83	UTM 17-NAD83	UTM 17-NAD83	WATER PURVEYOR 11 UTM 17-NAD83	WATER PURVEYOR 12 UTM 17-NAD83	WATER PURVEYOR 13	WATER PURVEYOR
N:4395080.71 E:559553.02 NAD83, WV NORTH N:439368.24	N:4395092.11 E:559614.44 NAD83, WV NORTH N:439402.28	N:4395070.80 E:559640.29 NAD83, WV NORTH N:439330.94	N:4395001.17 E:559921.19 NAD83, W NORTH N:439087.05	N:4395125.89 E:559911.59 NAD83, W/ NORTH N:439496.83	UTM 17-NAD83 N:4395120.10 E:559926.54 NAD83, W NORTH N:439477.01	UTM 17-NAD83 N:4395045.03 E:560033.08 NAD83, W NORTH N:439224.84
E:1741920.60	E:1742122.80	E:1742206.46	E:1743124.37	E:1743099.71	E:1743148.45	E:1743493.92
WATER PURVEYOR 15	WATER PURVEYOR 16	WATER PURVEYOR 17	WATER PURVEYOR 18	WATER PURVEYOR 19	WATER PURVEYOR 20	WATER PURVEYOR 2
UTM 17-NAD83 N:4395010.67 E:560081.81 NAD83, W NORTH N:439109.42 E:1743651.94	UTM 17-NAD83 N:4395036.77 E:560093.11 NAD83, WV NORTH N:439194.44 E:1743690.45	UTM 17-NAD83 N:4395060.69 E:560123.74 NAD83, W NORTH N:439271.25 E:1743792.27	UTM 17-NAD83 N:4395083.08 E:560103.99 NAD83, W NORTH N:439345.80 E:1743728.69	UTM 17-NAD83 N:4395107.80 E:560087.79 NAD83, WV NORTH N:439427.81 E:1743676.89	UTM 17-NAD83 N:4395116.11 E:560063.52 NAD83, WV NORTH N:439456.41 E:1743597.71	UTM 17-NAD83 N:4395145.10 E:560040.51 NAD83, WV NORTH N:439552.79 E:1743523.79
WATER PURVEYOR 22	WATER PURVEYOR 23	WATER PURVEYOR 24	WATER PURVEYOR 25	WATER PURVEYOR 26	WATER PURVEYOR 27	WATER PURVEYOR 2
UTM 17-NAD83 N:4395141.67 E:560004.67 NAD83, W NORTH N:439543.50 E:1743406.00	UTM 17-NAD83 N:4395175.57 E:560007.65 NAD83, WV NORTH N:439654.58 E:1743417.64	UTM 17-NAD83 N:4395226.85 E:559996.90 NAD83, WV NORTH N:439823.44 E:1743385.18	UTM 17-NAD83 N:4395199.88 E:560034.65 NAD83, W NORTH N:439732.87 E:1743507.57	UTM 17-NAD83 N:4395182.87 E:560051.73 NAD83, WV NORTH N:439676.12 E:1743562.68	UTM 17-NAD83 N:4395171.15 E:560070.40 NAD83, WV NORTH N:439636.63 E:1743623.30	UTM 17-NAD83 N:4395149.90 E:560098.05 NAD83, WV NORTH N:439565.39 E:1743712.86
WATER PURVEYOR 29	WATER PURVEYOR 30	WATER PURVEYOR 31	WATER PURVEYOR 32	WATER PURVEYOR 33	WATER PURVEYOR 34	WATER PURVEYOR 3
UTM 17-NAD83 N:4395136.10 E:560116.23 NAD83, WV NORTH N:439519.11 E:1743771.76	UTM 17-NAD83 N:4395111.46 E:560123.21 NAD83, WV NORTH N:439437.87 E:1743793.32	UTM 17-NAD83 N:4395077.20 E:560203.60 NAD83, WV NORTH N:439321.05 E:1744055.22	UTM 17-NAD83 N:4395119.89 E:560204.44 NAD83, WV NORTH N:439461.08 E:1744060.32	UTM 17-NAD83 N:4395141.94 E:560215.41 NAD83, WV NORTH N:439532.83 E:1744097.53	UTM 17-NAD83 N:4395130.50 E:560248.48 NAD83, W NORTH N:439493.48 E:1744205.41	UTM 17-NAD83 N:4395158.75 E:560316.37 NAD83, W NORTH N:439582.46 E:1744429.73
WATER PURVEYOR 36	WATER PURVEYOR 37	WATER PURVEYOR 38	WATER PURVEYOR 39	WATER PURVEYOR 40	WATER PURVEYOR 41	WATER PURVEYOR 42
UTM 17-NAD83 N:4395142.84 E:560143.26 NAD83, WV NORTH N:439539.74 E:1743860.83	UTM 17-NAD83 N:4395159.46 E:560125.29 NAD83, WV NORTH N:439595.27 E:1743802.77	UTM 17-NAD83 N:4395196.69 E:560103.44 NAD83, W NORTH N:439718.63 E:1743733.12	UTM 17-NAD83 N:4395229.44 E:560066.87 NAD83, W NORTH N:439828.10 E:1743614.91	UTM 17-NAD83 N:4395267.88 E:560115.36 NAD83, W NORTH N:439951.57 E:1743776.13	UTM 17-NAD83 N:4395226.03 E:560133.83 NAD83, W NORTH N:439813.24 E:1743834.45	UTM 17-NADB3 N:4395210.72 E:560205.83 NADB3, W NORTH N:439759.05 E:1744069.86
WATER PURVEYOR 43	WATER PURVEYOR 44	WATER PURVEYOR 45	WATER PURVEYOR 46	WATER PURVEYOR 47	WATER PURVEYOR 48	WATER PURVEYOR 49
UTM 17-NAD83 N:4395265.30 E:560178.80 NAD83, WV NORTH N:439939.63 E:1743984.16	UTM 17-NAD83 N:4395285.64 E:560138.09 NAD83, W NORTH N:440008.60 E:1743851.69	UTM 17-NAD83 N:4395226.77 E:560257.76 NAD83, W NORTH N:439808.87 E:1744241.14	UTM 17-NAD83 N:4395300.32 E:560255.85 NAD83, W NORTH N:440050.32 E:1744238.91	UTM 17-NAD83 N:4395319.42 E:560222.96 NAD83, W NORTH N:440114.79 E:1744132.03	UTM 17-NAD83 N:4395231.77 E:560437.74 NAD83, W NORTH N:439815.41 E:1744832.00	UTM 17-NAD83 N:4395344.87 E:560397.89 NAD83, W NORTH N:440188.71 E:1744707.44
WATER PURVEYOR 50  JTM 17—NAD83 N:4395800.20 E:560158.77 NAD83, WV NORTH N:441695.92 E:1743947.77						



11023 MASON DIXON HIGHWAY BURTON, WV 26562 PHONE: (304) 662-6486 PREPARED FOR:

CNX GAS COMPANY LLC 200 EVERGREENE DR WAYNESBURG, PA 15370

#### LEGEND

1 - POSSIBLE WATER PURVEYOR

WITHE PURVEYOR MAP
WATER PURVEYOR MAP
MONONGALIA COUNTY
BATTELLE DISTRICT
WEST VIRGINIA

WEST VIRGINIA
TOPO QUAD: WADESTOWN, W
SCALED VIRGINIA Protection
DATE: SEPTEMBER 9, 2014



11023 Mason Dixon Hwy | Burton, WV 26562 Ph: (304) 662-6486 | Fax: (304) 662-6501

September 12, 2014

CNX GAS COMPANY LLC 200 EVERGREENE DR WAYNESBURG, PA 15370

#### WATER WELL REPORT

PROJECT: WTN2
DISTRICT: Battelle
COUNTY: Monongalia
STATE: West Virginia

The following surface owners may have water supplies within 2,000 feet of the above location:

NAME	ADDRESS	CITY, STATE, ZIP
2)Alexander Clark Johnson	8650 Mason Dixon Hwy	Wadestown, WV 26590 *
3)Bernard A. & Melissa A. Raber	8608 Mason Dixon Hwy	Wadestown, WV 26590 •
4)Riff Allen & Theresa A. Hennen	8595 Mason Dixon Hwy	Wana, WV 26590
5)Tracy L. Hose & Bryan Martin	P.O. Box 223	Blacksville, WV 26521 .
6)Joseph A. & Alison M. Patterson	8541 Mason Dixon Hwy	Wadestown, WV 26590 .
7) Edward E. & Denise L. Casino	1 Shamrock Rd	Wana, WV 26590
8)Warren H. Varner Jr.	P.O. Box 14	Wana, WV 26590
9&10)Gail Freeland	P.O. Box 56	Wana, WV 26590
11,12&13)Grace Fellowship S.B.C	P.O. Box 92	Wana, WV 26590
14)Richard Wade	P.O. Box 23	Wana, WV 26590
15)Richard A. & Linda S. Wade	P.O. Box 1	Wana, WV 26590
16)Richard A. & Linda S. Wade	P.O. Box 23	Wana, WV 26590 •
17)Richard Alan & Linda Sue Wade	P.O. Box 23	Wana, WV 26590
18) Varner L. & Mary E. Moore	7638 Mason Dixon Hwy	Wana, WV 26590
19)John W. Hunnel & Shirley Shillinburg C/O Shirley Stieringer	122 Conner School Rd	Fairview, WV 26570  Wana, WV 26570  Wana, WV 26570  Wana, WV 26570  Office Work 26590  And Gas
20)Jeremy A. & Wendy A. Clovis	8488 Mason Dixon Hwy	Wana, WV 26590 and Gas
21)Edward D. & Carolyn Casino	P.O. Box 82	Dalic ex 07 26590
22)Jeffrey Roush	P.O. Box 72	Wana WW 26500
23) Claude & Betty J. Roush	P.O. Box 17	Wana, WRP20540 2015 .
24) Shuman Inc. – ½ lot	P.O. Box 842	Morgantown, WV 26507 •
Tammy Lynn Campbell - 1/2 lot	P.O. Box 2563	Westover W.V. 34502271 AT
25&26) Robert Lee Rush & Sheryl Lynn Nestor C/O Sheryl Nestor	P.O. Box 84	wama, WV 265901 Protection Environmental Protection



11023 Mason Dixon Hwy | Burton, WV 26562 Ph: (304) 662-6486 | Fax: (304) 662-6501

27)Jackie Hamilton	P.O. Box 42	Wana, WV 26590 •		
28)David L. & Sheryl L. Rush Nestor	P.O. Box 84	Wana, WV 26590 •		
29)Willie D. & Terri S. Bowman	9 Wana Front St	Wana, WV 26590 .		
30)Joyce Williams	5 Wana Front St	Wana, WV 26590 •		
31)Tracey D. & Elizabeth A. Davis	8451 Mason Dixon Hwy	Wana, WV 26590 •		
32)Donald S. Maust; Robert, Samuel, Charles Simms, Et Al C/O P & J Real Estate LLC	216 Brooks St Suite 200	Charleston, WV 25301 ▶		
33&34)Charles James Strosnider, Susan Smith & Elizabeth Davis	8451 Mason Dixon Hwy	Wana, WV 26590		
C/O Elizabeth Davis				
35)Alberta (R) Myers C/O Christopher & Alberta Clovis	390 Shorthill Rd	Wana, WV 26590 •		
36)Sharon K. Cottrill	6 Wana Front St	Wana, WV 26590		
37)Justin Wilson & Mary E. Maine	12 Front St	Wana, WV 26590 •		
38)Charles D. Maine	P.O. Box 71	Wana, WV 26590 •		
39)Peggy Martin, Sandra K. Newberry, Christina Lemley & Kim Coen	5315 Running Mead Rd	Pleasant Garden, NC 27313-7573		
40)Mary E. Simpson	P.O. Box 63	Wana, WV 26590 .		
41)Wana United Methodist Church	Dunkard St	Wana, WV 26590 •		
42)Richard & Rebecca J. Secrist	P.O. Box 92	Wana, WV 26590 >		
43) John Michael & Carmen Gibson	P.O. Box 97	Wana, WV 26590 .		
44)Betty L. Wiley	373 Dunkard Ave	Morgantown, WV 26501		
45)Wolfpen Knob Development Company	1000 Consol Energy Dr	Canonsburg, PA 15317-6506 •		
46)John & Mary Jo Core C/O Jennifer L. Hixenbaugh	88 Front St	Wana, WV 26590 •		
47)John Robert Rose Et Al (Life Ray Phillip Corder) C/O Curtis R. & Crysann E. Moore	P.O. Box 218	Blacksville, WV 26521		

#### The following surface owners may have water supplies within 2,500 feet of the above location:

NAME	ADDRESS	CITY, STATE, ZIP
1)Harold N. McClure	P.O. Box 2	Wana, WV 26590
48) Wesley D. Jr. & Deborah Price	8361 Mason Dixon Hwy	Wana, WV 26590
49)Mark Cottrell	P.O. Box 104	Wana, WV 26590
50)Consolidation Coal Company	46226 National RD	Saint Clairsville, OH 43950
The state of the s		

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#### WTN2GHS Well Pad

#### WWW-6A Attachment

TO: Dan Bitz

FROM: Chad Griffith DATE: 8/26/2014

SUBJECT: WTN2GHS (Well Code: WV0610509HSMR)

Battelle District, Monongalia County, WV Surface: Tax Map 1-08 Parcel 30 (P/O) Legs: Tax Map 1-03 Parcel 5, 8, 9, 10

Legs: Tax Map 1-07 Parcel 6.1, 7, 7.2, 8.1, 8.2, 57

Legs: Tax Map 1-08 Parcel 18, 19, 28, 28.4, 31.1, 31.2, 31.3, 31.4, 31.5, 33 (p/o)

45.27 Acres (Resolved Surface) Horizontal Marcellus Gas Well

#### Surface Owners: 1-8-30 (P/O)

DB/PG: 678/142

Consolidation Coal Company - Owner 1000 CONSOL Energy Drive

Canonsburg, PA 15317

#### Surface Owners: 1-8-30 (P/O) (Road and/or Other Disturbance)

DB/PG: 678/142

Consolidation Coal Company - Owner

1000 CONSOL Energy Drive

Canonsburg, PA 15317

Eakin-Wana Memorial Cemetery

Assoc. Trustees PO Box 1200

Hundred, WV 26575

#### All Coal except Pittsburgh Owners

DB/PG: 670/243 (Sewickley Vein)

DB/PG: 678/142 (All other Coal exc Pgh)

Consolidation Coal Company – 1/1 1000 CONSOL Energy Drive

Canonsburg, PA 15317

#### Pittsburgh Coal Owners

DB/PG: 652/638

Consolidation Coal Company – Unknown Interest 1000 CONSOL Energy Drive Canonsburg, PA 15317 RECEIVED
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#### WTN2GHS Well Pad

#### WWW-6A Attachment

#### DB/PG: 872/679

Eastern Royalty Corporation - Unknown Interest

P.O. Box 1233

Charleston, WV 25324-1233

#### DB/PG: 1145/500

Reserve Coal Properties Company – Unknown Interest 1000 CONSOL Energy Drive Canonsburg, PA 15317

#### DB/PG: 1243/574

Suncrest Resources LLC - Unknown Interest

7 Sheridan Square, Ste. 400 Kingsport, TN 37660-7451

DB/PG: 1403/390

Eastern Associated Coal LLC - Unknown Interest

PO Box 1233

Charleston, WV 25324-1233

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

Notice Time entry  Date of Notice				t least SEVEN (7) da	ys but no more tha	in FORTY-FIVE (45) days prior to	
Delivery met	hod pursuant	to West Virginia C	ode § 2	22-6A-10a			
PERSON SERVIC		REGISTERED MAIL		METHOD OF DEL RECEIPT OR SIGN			
on to the surfa but no more the beneath such to owner of mine and Sediment Secretary, who	nce tract to cond nan forty-five d tract that has fiverals underlying Control Manual ich statement si	duct any plat survey lays prior to such en led a declaration put g such tract in the co al and the statutes ar	s require try to: ( suant to ounty ta d rules information	red pursuant to this ar (1) The surface owner to section thirty-six, and ex records. The notice or related to oil and gas action, including the ac-	ricle. Such notice of such tract; (2) rticle six, chapter the shall include a state of exploration and p	r shall provide notice of planned entry shall be provided at least seven days to any owner or lessee of coal seams twenty-two of this code; and (3) any atement that copies of the state Erosion production may be obtained from the age on the Secretary's web site, to	
Notice is here	by provided t	o:					
SURFAC	E OWNER(s)	- 4		COAL	L OWNER OR LE	SSEE	
Name: Consolid					Name: see attached		
	Address: 1000 Consol Energy Drive			Address:	Address:		
	sburg, PA 15317			and the same			
Name:							
Address:			_	■ MINERAL OWNER(s)			
			Name: see attached				
Name:			-	Address:			
Address.			-	*nlease attac	h additional forms if ne	wessarv.	
Notice is her Pursuant to W a plat survey of State:	est Virginia Co	ode § 22-6A-10(a), r and as follows:	otice is			l operator is planning entry to conduc	
County:	Monongalia		_	Approx. Latitude & Longitude: Public Road Access:		4395216.30; 559720.86 Sugar Run Road	
District:	Battelle			Watershed:		Dunkard Creek	
Quadrangle:	Wadestown		_	Generally used farm name:		Consolidation	
Copies of the may be obtain Charleston, W	ed from the Se V 25304 (304	cretary, at the WV I -926-0450). Copies	Departm of suc	al and the statutes and nent of Environmenta	d rules related to o I Protection headq ional information r	il and gas exploration and production uarters, located at 601 57 <sup>th</sup> Street, SE related to horizontal drilling may be	
Notice is her	eby given by	<i>r</i> .					
Well Operator				Address:	200 Evergreene Drive		
Telephone:	724-627-1492	,, 200			Waynesburg, PA 15370		
Email:	TO VANCOUS	@consolenergy.com		Facsimile:	724-627-1400	RECEIVED	
						Office of Oil and G	
The Office of	Privacy Not Oil and Gas propersonal inform	ocesses your person	al infor	rmation, such as name o other State agencie	e, address and tele	phone number, as part of Aur less late in the normal course of business or	

needed to comply with statutory or regulatory requirements, including Freedom of Information Act requests. Our office will appropriately secure your personal information. If you have any questions about our use or your personal information, please contact

DEP's Chief Privacy Officer at depprivacyofficer@wv.gov.

07/17/2015

Environmental Protection

Operator's Well Number: WTN2 Pad

Date: 8/29/13

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

	MINERAL OWNER(s)				
Name	MM Marcellus, II, L.P.				
Address	P.O. Box 10886				
	Midland, TX 79702				
Name					
Address	200 Evergreene Drive Canonshurg, PA 15317				
	Waynesburg, PA 15370				
Name	Linda K. Platt Walker				
Address	20 Anthony Court				
	Arnold, MO 63010				
Name	Robert G. Platt, Jr.				
Address	3752 Mt. Vernon Ave.				
	Cincinnati, OH 45209				
Name	Sandra K. Newberry				
Address	10406 East Lexington Ave.				
	Independence, MO 64053				
Name	Peggy L. Martin				
Address	5315 Running Meade Road				
	Pleasant Garden, NC 27313				
Name	Kim Coen				
Address	19 Lapoe Village				
	Core, WV 26541				
Name	Christina Lemley				
Address	860 Laurel Run Road				
	Fairview, WV 26570				
Name	Sharon P. Platt Varkanyi				
Address	131 East Liberty Street				
	Girard, OH 44420				

Office of Oil and Gas

APR 1 4 2015

COAL OWNER(s) Name Reserve Coal Properties Company 1000 Consol Energy Drive Address Canonsburg, PA 15317 Name Consolidation Coal Company 46226 National Road W Address St. Clairsville, OH 43950 Eastern Royalty Corporation Name Address P.O. Box 1233 Charleston, WV 25324-1233 Name Suncrest Resources 7 Sheridan Square, Ste. 400 Address Kingsport, TN 37660-7451 Name Eastern Associated Coal LLC Address PO Box 1233 Charleston, WV 25324-1233

Office of Oil and Gas

APR 14 2015

WV Department of Environmental Protection

WW-6A5 (1/12)

Operator Well No.	
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# STATE OF WEST VIRGINIA DEPARTMENT OF ENVIRONMENTAL PROTECTION, OFFICE OF OIL AND GAS NOTICE OF PLANNED OPERATION

Notice Time Date of Notice	Requirement: notice sha e: 10/09/2014	ll be provided no  Date Permit A	o later than the filing pplication Filed:	date of permi	t application.
Delivery met	hod pursuant to West V	irginia Code §	22-6A-16(c)		
■ CERTIF	FIED MAIL		HAND		
	N RECEIPT REQUEST	ED.	DELIVERY		
return receipt the planned o required to be drilling of a h damages to the (d) The notice of notice.	requested or hand deliver peration. The notice req provided by subsection ( orizontal well; and (3) A e surface affected by oil a s required by this section	y, give the surfa uired by this sub, section ten of proposed surfa nd gas operation shall be given to	the country whose lart absection shall include this article to a surface use and comperts to the extent the country of the surface owner.	d will be used fude: (1) A copy face owner who asation agreement the lamages are compared to the lamages are compa	ication, an operator shall, by certified mail for the drilling of a horizontal well notice of of this code section; (2) The information see land will be used in conjunction with the nt containing an offer of compensation for opensable under article six-b of this chapter, isted in the records of the sheriff at the time
Notice is here (at the address	by provided to the SUR listed in the records of the	FACE OWNER  e sheriff at the t	₹(s)		
Name: Consolida	tion Coal Company		Name:		
Address: 1000 0	Consol Energy Drive		Addres		
Canon	sburg, PA 15317				
State: County: District: Quadrangle:	West Virginia Mononaglia Battelle Wadestown		UTM NAD Public Road	Northing: Access:	4395216.30 559720.86 Sugar Run Road
The second of th	13.47				
	Dunkard Creek		Generally us	ed farm name:	Consolidation
to be provided horizontal well surface affecte information re	est Virginia Code § 22-64 I by W. Va. Code § 22- I; and (3) A proposed sur d by oil and gas operation lated to horizontal drilling located at 601 57 <sup>th</sup> Street	6A-10(b) to a s face use and cor ons to the extent og may be obtai	urface owner whos mpensation agreeme the damages are c ned from the Secre	e land will be to ent containing ar compensable und tary, at the WV	code section; (2) The information required used in conjunction with the drilling of an offer of compensation for damages to the der article six-b of this chapter. Additional Department of Environmental Protection or by visiting www.dep.wv.gov/oil-and-
Well Operator:			Address:	200 F	
Telephone:	724-627-1249		Address.	200 Evergreene Driv Waynesburg, PA 15	
Email:	ErikaWhetstone@consolenergy.	com	Facsimile:		370
needed to con	iply with statutory or r	egulatory requi	rements, including	Freedom of In	relephone number, as part allow regulatory es in the insumal course of business or as a formation. Act requests office will your personal phormation, please contact

DEP's Chief Privacy Officer at depprivacyofficer@wv.gov.

07/17/2015

WV Department of Environmental Protection VOLOO121 P60691

WW-6RW (1-12)

API NO. 47-	4	
OPERATOR WEI	LL NO.	
Well Pad Name	: WITN 7 HS	

121-691

STATE OF WEST VIRGINIA

DEPARTMENT OF ENVIRONMENTAL PROTECTION, OFFICE OF OIL AND GAS

# WELL LOCATION RESTRICTION WAIVER

The well operator, CNA GAS (DURDANY, LUC is applying for a permit from the State of West Virginia to conduct oil or gas well work. Please be advised that well work permits are valid for twenty-four (24) months.

#### Well Location Restrictions

Pursuant to West Virginia Code § 22-6A-12(a), Wells may not be drilled within two hundred fifty feet measured horizontally from any existing water well or developed spring used for human or domestic animal consumption. The center of well pads may not be located within six hundred twenty-five feet of an occupied dwelling structure, or a building two thousand five hundred square feet or larger used to house or shelter dairy cattle or poultry husbandry. This limitation is applicable to those wells, developed springs, dwellings or agricultural buildings that existed on the date a notice to the surface owner of planned entry for surveying or staking as provided in section ten of this article or a notice of intent to drill a horizontal well as provided in subsection (b), section sixteen of this article was provided, whichever occurs first, and to any dwelling under construction prior to that date. This limitation may be waived by written consent of the surface owner transmitted to the department and recorded in the real property records maintained by the clerk of the county commission for the county in which such property is located. Furthermore, the well operator may be granted a variance by the secretary from these distance restrictions upon submission of a plan which identifies the sufficient measures, facilities or practices to be employed during well site construction, drilling and operations. The variance, if granted, shall include terms and conditions the department requires to ensure the safety and protection of affected persons and property. The terms and conditions may include insurance, bonding and indemnification, as well as technical requirements.

I, Gai | F. Freeland , hereby state that I have read the Instructions to Persons Named on Page WW-6A and the associated provisions listed above, and that I have received copies of a Notice of Application, an Application for a Well Work Permit on Form WW-6A and attachments consisting of pages one (1) through \_\_\_\_\_\_, including the erosion and sediment control plan, if required, and the well plat, all for proposed well work on the tract of land as follows: State: UTM NAD 83 Easting: County: Mononge UTM NAD 83 Northing: District: Public Road Access: Quadrangle: Wadestown Generally used farm name: Watershed: Dunkard Creek I further state that I have no objection to the planned work described in these materials, and I have no objection to a permit being issued on those materials and I therefore waive all well site restrictions listed under West Virginia Code § 22-6A-12(a). WELL SITE RESTRICTIONS BEING WAIVED FOR EXECUTION BY A NATURAL PERSON \*Please check all that apply Signature: Mail 4. Print Name: GAL ☐ EXISTING WATER WELLS Date: JAN, FOR EXECUTION BY A CORPORATION, ETC DEVELOPED SPRINGS Company: **DWELLINGS** By: Its: M AGRICULTURAL BUILDINGS Signature: Date: Well Operator: CNX Signature: 6 Telephone: 734-637-1492 OFFICIAL SEAL Subscribed and sworn before me this 19 NOTHAPBOKSEA STATE OF WEST YAGINA JOSHUA W. SKIDMORE Notary Public 02 Straight Lane, Morgantown, WV 26609 My Commission Expres Hoverbox 11, 2019 My Commission Expires Na The Office of Oil and Gas processes your personal information, such as name, address and telephone number, as part of our regulatory duties. Your personal information may be disclosed to other State agencies or third parties in the normal course of business or as needed to comply with statutory or regulatory requirements, including Freedom of Information Act requests. Our office will appropriately secure your personal information. If you or regulatory requirements, including Freedom of Information Act requests. Our office will appropriately have any questions about our use or your personal information, please contact DEP's Chief Privacy Officer at depprivacyofficer awy, gov.

WV Department of Environment 97/13/2015

# STATE OF WEST VIRGINIA COUNTY OF MONONGALIA

On this, the 19th day of January, 2015, before me, a notary public, personally appeared GAIL F. FREELAND, known to me or satisfactorily proven) to be the person whose name is subscribed to the foregoing instrument, and acknowledged that she executed the foregoing instrument for the purpose therein contained.

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

(NOTARIAL SEAL)



Joshua W. Skidmore - Notary Public

My Commission expires: November 22, 2019

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Office of Oil and Gas

JUL 2 2015

WV Department of Environmental Protection

Prepared by/Rethrn.to: CNX Gas Company LLC, 1000 CONSOL Energy Drive, Canonsburg PA 15317

API NO. 47	
<b>OPERATOR WELL</b>	NO
Well Pad Name: WT	N2GHS

#### STATE OF WEST VIRGINIA

#### DEPARTMENT OF ENVIRONMENTAL PROTECTION, OFFICE OF OIL AND GAS

### **VOLUNTARY STATEMENT OF NO OBJECTION**

#### Instructions to Persons Named on Page WW-6A

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

#### **Comment and Waiver Provisions**

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

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

#### VOLUNTARY STATEMENT OF NO OBJECTION

provisions list WW-6A and required, and State: County: District: Quadrangle: Watershed:	Dunkrad Creek	a Notice of Ap ough e tract of land a UTM NAD Public Road Generally us	plication, an App, including to select follows: 83	chication for a Well Work Permit on Form the erosion and sediment control plan, if 4395218.30 659720.88 Sugar Run Road Consolidation Cost Company
issued on thos		lescribed in the		I have no objection to a permit being
	the box that applies CE OWNER		Signature:	
□ SURFAC	CE OWNER (Road and/or Other Disturbate	nce)	Print Name:	
□ SURFAC	CE OWNER (Impoundments/Pits)			ION BY A CORPORATION, ETC.
□ COAL C	OWNER OR LESSEE	i	Company: Eastorn By: John Eagen	
COAL C	PERATOR		Its: Vice President	RECEIVED
☐ WATER	PURVEYOR		Signature:	Monce of Oll and Gas
OPERA	TOR OF ANY NATURAL GAS STORA		Date:	APR 1 4 2015

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



## WEST VIRGINIA DEPARTMENT OF TRANSPORTATION

## **Division of Highways**

Earl Ray Tomblin Governor Office of the District Engineer/Manager
District Four
PO Box 4220 (EXIT 121, I-79) \* Clarksburg, WV 26302 \* 304-842-1550
March 20, 2015

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

CNX GAS COMPANY LLC 200 EVERGREEN DRIVE WAYNESBURG, PA 15370

Dear Applicant:		
Your approved copy of Permit Number		or a DP - Drilling Permit
permit type is enclosed. A description of	the work is on the permit.	
Please contact the District <u>Four</u> of	ffice:	
30	04 842-1500 extension 61	1555
at least 48 hours in advance of the date you pla	an to begin work so arranger	ments can be made to inspect the work authorize
by the permit.		
Failure to comply will result in cancella	tion of your permit.	
A copy of this permit is to be available on West Virginia Division of Highways' personal control of the control	the job at all times while onnel.	the work is in progress for inspection by the
	Sincerely,	
	R	ray U
	Di	istrict Engineer / District Manager
nitials: RAU:JJ:dr Attachments: Yes	Den	en Jonine
Enclosure: No		Permit SupeRvisGrEIVED
cc:OM 0431 File		Office of Oil and Gas
		APR 1 4 2015

E.E.O./AFFIRMATIVE ACTION EMPLOYER

WV Department of Environmental Protection

## Section V - Planned Additives to be used in Fracturing or Stimulations

Type: Friction Reducer (DWP-612)

Chemical Component as listed on MSDS: Long Chain Polyacrylamide

CAS: N/A

Type: Biocide (DWP-944)

1st Chemical Component as listed on MSDS: 2,2-Dibromo-3-nitrilopropionamide

CAS: 10222-01-2

2<sup>nd</sup> Chemical Component as listed on MSDS: Polyethylene Glycol Mixture

CAS: 25322-68-3

Type: Scale Inhibitor (DAP-901)

1 Chemical Component as listed on MSDS: Methanol

CAS: 67-56-1

2<sup>nd</sup> Chemical Component as listed on MSDS: Phosphoric Acid Ammonium Salt

CAS: Trade Secret

3rd Chemical Component as listed on MSDS: Ammonium Chloride

CAS: 12125-02-9

4th Chemical Component as listed on MSDS: Organic Phosphonate

CAS: Trade Secret

5<sup>th</sup> Chemical Component as listed on MSDS: Amine Salt

CAS: Trade Secret

6th Chemical Component as listed on MSDS: Oxyalkylated Polyamine

CAS: Trade Secret

Type: Surfactant (DWP-938)

Chemical Component as listed on MSDS: Soap

CAS: N/A

Type: Hydrochloric Acid

Chemical Component as listed on MSDS: Hydrochloric Acid

CAS: 7647-01-0

Type: PA Breaker (DWP-690)

Chemical Component as listed on MSDS: Hydrogen Peroxide

CAS: Trade Secret

Type: Gel Slurry (DWP-111)

Chemical Component as listed on MSDS: Viscosifier

CAS: N/A

Type: Oxidizer Breaker (DWP-901)

Chemical Component as listed on MSDS: Ammonium Persulfate

CAS: 7727-54-0

Type: Buffer (DWP-204)

Chemical Component as listed on MSDS: Formic Acid

CAS: 64-18-6

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APR 1 4 2015

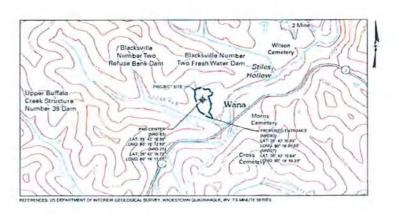
WV Department of Environmental Protection

# EROSION & SEDIMENT CONTROL PLAN WTN2HS WELL SITE

MONONGALIA COUNTY, WEST VIRGINIA FOR

## CNX GAS COMPANY LLC







**SEPT 2014** 

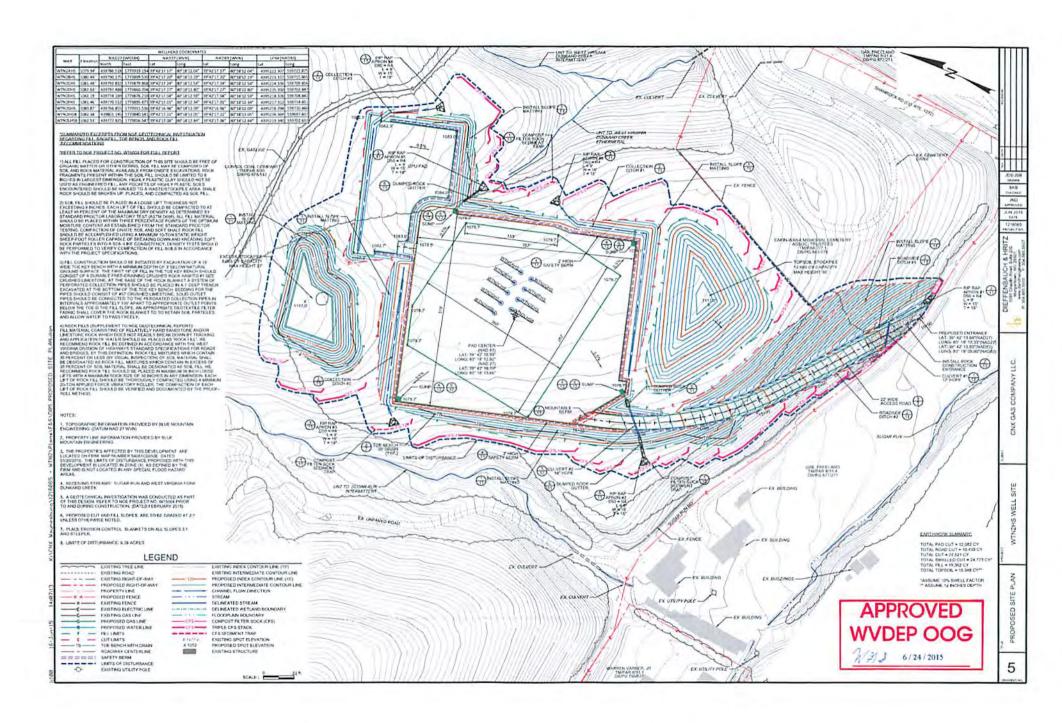
DIEFFENBAUCH & HRITZ, LLC

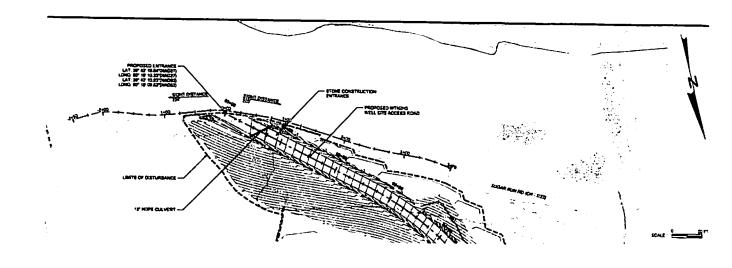


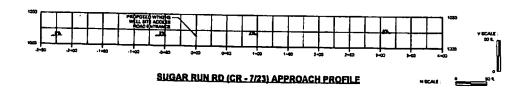
#### PROPERTY DISTURBANCE BREAKDOWN

CWNFR	WELL PAD	ACCESS: POAD	STOCKPLES
CONSOL COAL COMPANY TMPAN 6/30 DBPG 675/142	5.34.C	1.70 AC	239AC
CARBO WANA MEMORIAL CEMETERY ANDOC TRUSTEES TAMPAR 2/7 1 DBMG 841/175	8.00 AC	BOMAC	600 AC

INDEX		
DRAWING NO.	TITLE	
1	TITLE SHEET	
3	GENERAL NOTES	
3	EXISTING SITE PLAN	
	EXISTRAS UTLITY PLAN	
5	PROPOSED SITE PLAN	
	ACCESS ROAD PROFILE	
1	TYPICAL SECTIONS	
7A-7C	ACCESS ROAD CROSS SECTIONS	
	SCRLS PLAY	
	SITE RESTORATION FLAN	
10	SEEDING & MIACHPLAN	
11-13	EASOCIALS	
14	QUANTITY BUMMARY	



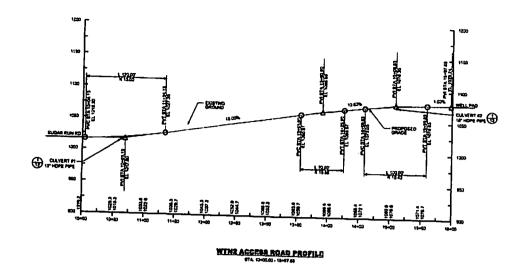




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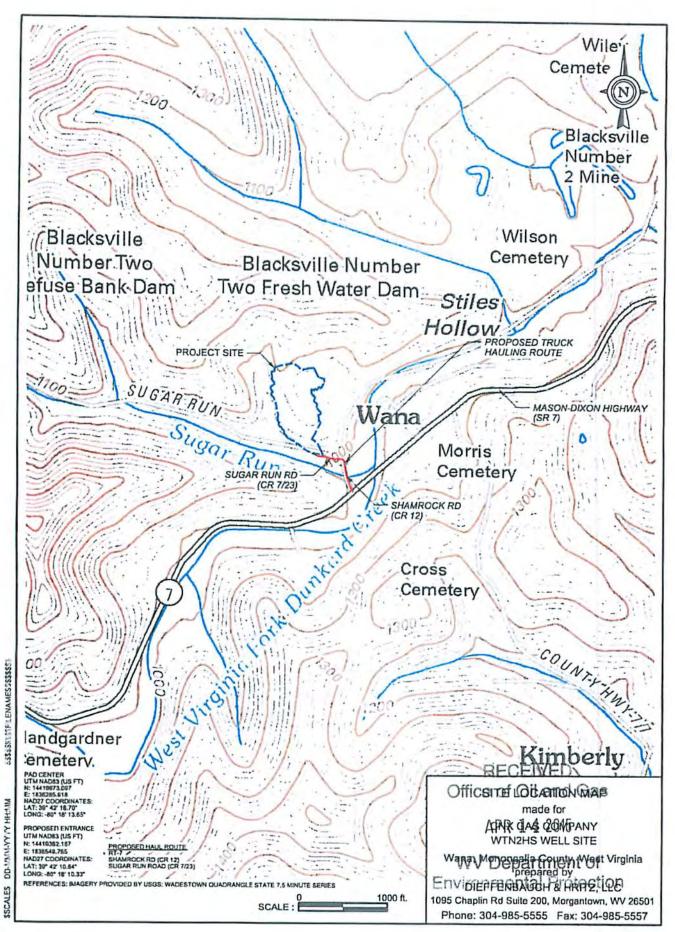


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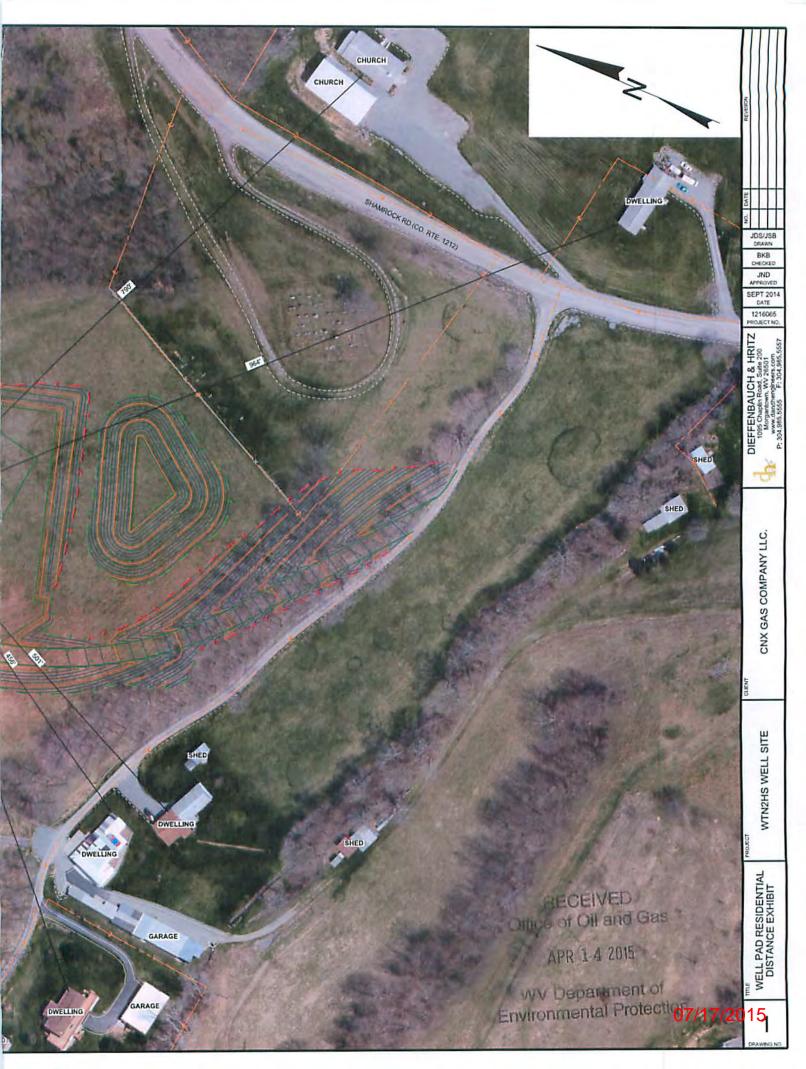
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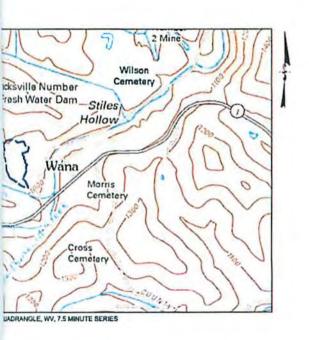


# ENT CONTROL PLAN WELL SITE

ITY, WEST VIRGINIA

R

# MPANY LLC



3/36/30Q



ON MAP 1000' 200

ALE 10 121606

VO. 1216065

2014

H & HRITZ, LLC

INDEX		
DRAWING NO.	TITLE	
1	TITLE SHEET	
2	GENERAL NOTES	
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6	Office Brown and Clas	
7	TYPICAL SECTIONS	
8 -	SOILS PLAN	
9	SITE RESERVICION LA 2015	
10	SEEDING & MULCH PLAN	
11-13	E & S DETAILS	
14	Volumity sources to ent of	

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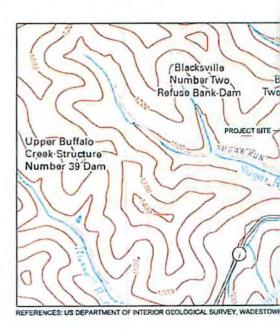
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CNX GAS COMPANY LLC.

# EROSION & SEDIM WTN2HS

MONONGALIA COU

CNX GAS CO



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07/17/2015