west virginia department of environmental protection

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

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

May 06, 2015

WELL WORK PLUGGING PERMIT

Plugging

This permit, API Well Number: 47-3301270, issued to CNX GAS COMPANY LLC , is evidence of permission granted to perform the specified well work at the location described on the attached pages and located on the attached plat, subject to the provisions of Chapter 22 of the West Virginia Code of 1931, as amended, and all rules and regulations promulgated thereunder, and to all conditions and provisions outlined in the pages attached hereto. Notification shall be given by the operator to the Oil and Gas Inspector at least 24 hours prior to the construction of roads, locations, and/or pits for any permitted work. In addition, the well operator shall notify the same inspector 24 hours before any actual well work is commenced and prior to running and cementing casing. Spills or emergency discharges must be promptly reported by the operator to 1-800-642-3074 and to the Oil and Gas inspector.

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

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

James Martin
Chief

Operator's Well No: 902
Farm Name: FORTNEY, J.
API Well Number: 47-3301270
Permit Type: Plugging
Date Issued: 05/06/2015

3301270P

PERMIT CONDITIONS

West Virginia Code §22-6-11 allows the Office of Oil and Gas to place specific conditions upon this permit. Permit conditions have the same effect as law. Failure to adhere to the specified permit conditions may result in enforcement action.

CONDITIONS

1. All pits must be lined with a minimum of 20 mil thickness synthetic liner.
2. In the event of an accident or explosion causing loss of life or serious personal injury in or about the well or while working on the well, the well operator or its contractor shall give notice, stating the particulars of the accident or explosion, to the oil and gas inspector and the Chief within twenty-four (24) hours.
3. Well work activities shall not constitute a hazard to the safety of persons.
4. This well is under a consent order and must be plugged under the terms of that agreement.

3301270P

WW-4B
Rev. 2/01

1) Date 3/9, 20 15
2) Operator's Well No. 902
3) API Well No. 47- 033 - 01270

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

APPLICATION FOR A PERMIT TO PLUG AND ABANDON

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

5) Location: Elevation 1077.01' Watershed Wolfpen Run
District Eagle County Harrison Quadrangle Clarksburg

6) Well Operator CNX Gas Company LLC
Address P.O. Box 1248
Jane Lew, WV

7) Designated Agent Matt Imrich
Address P.O. Box 1248
Jane Lew, WV

8) Oil and Gas Inspector to be notified
Name Sam Ward
Address P.O. Box 2327
Buckhannon, WV 26201

9) Plugging Contractor
Name See Attached
Address

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

See attached work order

Received
Office of Oil & Gas
MAR 11 2015

Received
Office of Oil & Gas
MAR 25 2015

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

Work order approved by inspector Sam D Ward Date 3/9/15

3301270 P

Attachment – Form WW-4B:

Potential Plugging Contractors:

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

Viking Well Service
8113 Sissonville Drive
Sissonville, WV 25320

Stalnaker Energy
220 West Main Street
Glenville, WV 26351

Contractor Services Inc.
929 Charleston Road
Spencer, WV 25276

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

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3301270P

Plugging Work Order for Permit 47 – 033 - 01270

CNX Gas - Well DTI 902

1. Unseat 2" pkr. @ 2409' , pull tbg & pkr out of well
2. Check TD approx. 2570'
3. Run 2-3/8" tbg work string to TD 3A. GEL SHOT HOLE TO 2530'. (TOP OF SHOT HOLE)
4. Spot bottom cement plug from TD 2530' TO 2330' (200' plug covers bottom zone completed . TAG PLUG, ADD MORE CEMENT IF NEEDED. JWM
5. Spot 6% gel plug from 2330' to 2000'
6. TOH with tbg
7. TD and Bond log 5 3/16" csg – approx. 2178'
8. * Cut and pull 5 3/16 csg – set 100' cement plug over cut
9. Run tbg to 2230'
10. Spot cement plug 2230' – 2130' (100' plug bottom 5 3/16
11. Spot 6 % gel plug 2130' – 1500'
12. TOH w/ tbg
13. * Bond log 6 5/8 csg , cut and pull approx. 1530' (100' cement plug over cut)
14. TIH w/ tbg to 1628'
15. Spot cement plug from 1628' – 1480' (148' plug covers gas show & bottom 6 5/8 csg
16. Spot 6 % gel gel plug 1480' – 500'
17. TOH w/ tbg
18. * Bond log and cut and pull or perforate 10" csg
19. TIH w/ tbg to 1140'
20. Spot cement plug from 1140' – 450' (690' plug covers 8 ¼ csg , 10" csg point)
21. Spot 6 % gel 450' to surface
22. Pull tbg up to 200'
23. Spot cement plug 200' to surface (COVERS PITTSBURGH COAL)
24. Pull tbg from well
25. Set 6" diameter X 14' long monument (10' below grade and 4' above grade) w/ API # 47-033-01270

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Office of Oil & Gas
MAR 25 2015

Work Order approved by Inspector [signature] Date: 3/9/15

Note: All cement will be Class A. All spacers between plugs will be 6% gel. Any casing unable to be recovered will be perforated every 200' w/4-shots and 100' cement plugs will be set to cover all cut points.

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Office of Oil & Gas
MAR 11 2015

10 100 Bks-2-16

Hope Natural Gas Company

3301270P

No. _____ Farm _____ 191_

District Coalton

N _____ S 7 E 10 W _____

REPAIRS

Commenced 1-15-19

Completed 1-25-19

CASING AND TUBING RECORD

Size	Before Repairs	Pulled	Put in Well	After Repairs	Disposition of Amount Pulled
10	500	473 4		6.16 7	Old Reg. Hole Cement in pit Lab.
8 5/8	1090				
6 5/8	1538				
3			2585 6.27	2585 6.27	Dated 1/25-1919

VOLUME AND PRESSURE TEST

BEFORE REPAIRS					AFTER REPAIRS				
Reading	Liquid	Opening	Rock or Minute Pressure	Pounds	Reading	Liquid	Opening	Rock or Minute Pressure	Pounds
6/3	Water		Rock	2	1/3	Water	2		10

RECORD OF ANY DEEPER DRILLING

Formation	Top	Bottom
Commenced drilling at depth of		
Well Pulled from 2585 to		
2531 Ref 1		
Total Depth	2570	

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Office of Oil & Gas
MAR 11 2015

Names of Drillers	Time (Days)
Hiram McCarter	4 4
D McCullough	2

Names of Tool Dressers	Time (Days)
Shaver Olney	4 4
O Reynolds	2

PACKER RECORD

Size	Kind	Anchor	Amount Above Anchor
5 3/16			

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MAR 25 2015

OIL AND GAS DISCOVERIES IN DEEPER DRILLING

Oil at _____ ft. in _____ Sands

Gas at _____ ft. in _____ Sands

SHOOTING RECORD

Date	Quarts	Top of Shell	Bottom of Shell	Diameter	Sand	TEST BEFORE SHOT Reading	Liquid	Opening	TEST AFTER SHOT Reading	Liquid	Opening	Test Taken After Shot No. Hours	Shot by
1-18-19	80	2531		4½	5th		11	2"	20/3	10	2.	24 hr.	

Remarks 6.3 Wire to 2" Tube Run in Hole, Recov 00½ 2" Tube and Shot Hole & with 5/8 x 1 x 1 Steel Bushing Cap 3" 2500 for Run 2561 2 1st Ref on bot Recov Ref 2531 1-2" Alley on bot

Foreman

Form 180—5M—2-'09

3301270P

HOPE NATURAL GAS COMPANY

April 8 1910

Well No. 902 — J. D. Fortney — Farm

Buffalo District — N. S. 7 E. 16 W.

REPAIRS

Commenced June 20 1910 — Completed March 22-10

CASING AND TUBING RECORD

Size	Amount in Well: Before Repairs	Amount in Well: After Repairs	Amount Pulled	Amount Put in Well	Amount Left in Well	Disposition of Amount Pulled
10	500	500			370	
8¼	1090	1090			1090	
6⅝	1530	1530			1530	
5⅜		2178		2178	2178	

ENTERED
WELL BOOK GAK 5310
LEASE RECORD
LEASE DOCKET MAR 19 1912 J.C.I.
WALL MAP MAR 20 1911
LINE MAP
LOCATION BOOK
CONTRACTORS PLAT
CONTRACTOR
TITLE
MAR 20 1911 T.H.S.

VOLUME AND PRESSURE TEST

Before Repairs: Size Opening	Liquid Used	Reading	Pressure: Rock or Minute	Pressure: Pounds	After Repairs: Size Opening	Liquid Used	Reading	Pressure: Rock or Minute	Pressure: Pounds
Drowned out. No test					5⅜	Wate	70/70	Rock	800

Names of Drillers	Time (Days)	Names of Tool Dressers	Time (Days)
J.D. Blackwood	80	Harry Nutter	80
C.B. Jackson	79	M. Brunson	57
		Lee Pickett	24

If well is drilled deeper, insert below the record of deeper drilling

Formation	Top	Bottom	Formation	Top	Bottom
Elected at		1578	Total depth	2542	
Squaw	1600	1600			
Paul	1717	1717			
Fifty foot	2078	2078			
Big Lime	2100	2123			
Gordon Stray	2169	2182			
Fifth Sand	2194	2234			
Speechley	2400	2403			
Balltown	2430	2511			
Big Injun	2531				

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MAR 11 2015

SHOOTING RECORD

Date	Quarts	Top of Shell	Bottom of Shell	Diameter	Sand	Test Before Shot: Reading	Test Before Shot: Liquid	Test Before Shot: Opening	Test After Shot: Reading	Test After Shot: Liquid	Test After Shot: Opening	Test taken after shot No. Hours	By Whom Shot

PACKER RECORD

Size	Kind	Amount Anchor	Amount Above Anchor

Tubing Record if Well Never Previously Tubed

Date Tubed	Size	Amount Put in Well

Remarks: 10" casing left in well to protect pitching and not cemented. 6¼" casing left in well to protect oil and gas sands. Two cylinders of 5⅜" casing and water on the outside of 6¼"

NOTE—Whenever a well is shot, tubed, drilled deeper or in any way repaired, fill out this report so far as it relates to work done and mail promptly.

Foreman.

H—124.

3301270P

WELL RECORD.

C. A. Fortney Farm 340

Eagle District Harrison County Wel

Well No. 902

Rig Commenced ..... 190.....

Rig Completed ..... 190.....

Drilling Commenced Apr 20 1907

Drilling Completed Mar 20 1907

ROCK FORMATION.	TOP	BOTTOM.	REMARK
Conductor		16	
Pgr Coal	140	147	
Little Dunkard	560	590	
Big "	660	680	Small showing
1st Gas Sand	720	830	
2nd " "	900	1080	Water [illegible]
Salt Sand	1095	1145	
Big Limey	1490	1535	
" Injun Sand	1535	1575	
Gas	1575	1578	
Total Depth		1578	
Used Gas Drilling 24 Days			

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MAR 11 2015

WELL NO. 1012 NAME Joshua D. Fortney LEASE NO. 7181 ACRES 340 R. S. 7 E. 16 N. DISTRICT Ruffner Salem

DISTRICT Eagle

COUNTY Harrison 47-033-1270

LOCATED Jan. 1, 1907

COMMENCED Jan. 1, 1907

COMPLETED May 20, 1907

CONTRACTOR S.O.O. Co. $ 1.25 Per Foot

PURCHASED FROM

DATE PURCHASED

DATE SHUT IN

DATE CONNECTED May 18, 1908

DATE TURNED ON May 1, 1909

DATE TURNED OFF

DATE DISCONNECTED

SOLD TO

DATE SOLD

DATE RE-PURCHASED

DATE PLUGGED

DATE ABANDONED

Elevation 1081'

Received
Office of Oil & Gas
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RECORD

FORMATION	TOP	BOTTOM	OIL AT	GAS AT	WATER AT	FRESH OR SALT
Pittsburgh Coal	140	147	(590-660)			
Dunkard Sand	560	680	675			
Salt Sand	770	1080	(930-980)		1060	
Maxon Sand BL	1470	1525				
Injun Sand	1535	1635		1575-		
Berea Sand				1578		
Gantz Sand	1767	1797				
Fifty Foot Sand	7048	7070				
Thirty Foot Sand	7100	7113				
Stray Sand	7159	7185				
Gordon Sand	7194	7234				
Fourth Sand	7400	7443				
Fifth Sand	7530	7547		7531		
Bayard Sand				7535		
Total Depth		1578				
Super		7547				
Super		2570				

CASING AND TUBING

SIZE	PUT IN WELL	PULLED	CEMENTED
13 In. Casing			Date
10 In. Casing	500'		Size Casing
8¼ In. Casing	1090'	473'	Top Ft.
6⅝ In. Casing	1530'		Bottom Ft.
5⅛ In. Casing	7178'		
2" In. Tubing	2585		
3" In. Tubing	629		
In. Tubing			

SHOOTING

DATE	QTS.	SAND	VOLUME BEFORE	VOLUME AFTER
Jan 18. 1919	20	Fifth.	176.340	213.120

VOLUME AND PRESSURE TESTS

DATE TAKEN	READING	LIQUID	OPENING	POUNDS PRESSURE	1 MIN.	5 MIN.	10 MIN.	30 MIN.	60 MIN.	ROCK	VOLUME	SAND
May 21 1907	10/10	M.	6 5/8"								5,856,000	Injun
" 24 "	34/10	"	4"		100	745	795	370	340		1,158,770	"
Jan. 28 1910	2/10	Qt.	6 5/8"								711,878	"
Feb. 25 "	25/10	M.	2"		50	145	185	270	230		921,360	"
Mar. 22 "	70/10	Qt.	5 3/16"		50	270	450	700	760	805	2,500,000	Fifth
Dec 26. 1918	4 1/2/10	"	1"								77.616	"
Jan 20 1919	20/10	"	2"								212.120	"
" 25 "	17/10	"	2"		20	60	85	105	115	180	195.840	"
Feb. 1 1937	36/10	"	1 1/4"		10	34	50	68	75		70 591	"
Mar. 24 1938	32/10	"	1 1/2" FM								95,852	"
May 7 1940	16/10	"	1 1/2" FM		11	27	53	71	78		67.777	"
Feb. 10 1947	30/10	"	1 1/4" FM		6	22	37	54	62		64,410	"

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Office of Oil & Gas
MAR 25 2015

PACKERS

SIZE	MAKE	SET AT
2 x 5	Anchor	2409½

INITIAL OIL PRODUCTION

DATE	BARRELS	SAND

ESTIMATED BBL. WELL

3012708

FORM 486 2500-7-10

Form 226 015733 46005

3301270P

WELL RECORD.

Jos. D. Fortney Farm Acres

Eagle District Harrison County W. Va. State.

Well No. 902

Rig Commenced 190 }
Rig Completed 190 } Contractor.

Drilling Commenced Apr. 18, 1907 }
Drilling Completed May 20, 1907 } South Penn Drg. Tools A/c. Contractor.

ROCK FORMATION.	TOP	BOTTOM.	REMARKS.
Wood Conductor		16	Show of oil 675
Pittsburg coal	140	147	Hole full of water
Little Dunkard sand	560	590	1060'
Big Dunkard sand	660	680	Gas 10 tenths.
First Gas sand	720	830	
Second Gas sand	900	1080	
Salt sand	1095	1145	
Big Lime	1490	1535	
Big Injun sand	1535		
Gas	1575		
Gas	1585		
Total Depth		1590	

CASING RECORD.

	Charged to Well.		Put in Well.		Pulled Out		Left in Well.		Transferred Before Completion.		Left at Well, Not in Use.	
Size	Feet.	In.	Feet.	In.	Feet.	In.	Feet.	In.	Feet.	In.	Feet.	In.
10"			500				500					
8-4"			1090				1090					
6 5/8"			1530				1530					

ENTERED
WELL BOOK
LEASE RECORD
LEASE DOCKET
WALL MAP
WORK ORDER

Approved by

Production First 24 Hours } Bbls.

Sup't.

PROOF.—Sum of Three right hand columns equals First or "Charged to Well."
Use as many sheets as necessary to make a complete record.

Received Office of Oil & Gas MAR 11 2015
Received Office of Oil & Gas MAR 25 2015

3301270P

WW-4A
Revised 6-07

1) Date: 3/9/2015
2) Operator's Well Number
902

3) API Well No.: 47 - 033 - 01270

STATE OF WEST VIRGINIA
DEPARTMENT OF ENVIRONMENTAL PROTECTION, OFFICE OF OIL AND GAS
NOTICE 0F APPLICATION TO PLUG AND ABANDON A WELL

4) Surface Owner(s) to be served:
(a) Name: Rose Marie Butcher Trust %Randy Preston Trustee
Address: P.O. Box 79
Hepzibah, WV 26369
(b) Name
Address
(c) Name
Address

6) Inspector: Sam Ward
Address: P.O. Box 2327
Buckhannon, WV 26201
Telephone: 304-389-7583

5) (a) Coal Operator
Name: Consol Mining Co. LLC
Address: 1000 Consol Energy Drive
Canonsburg, PA 15317

(b) Coal Owner(s) with Declaration
Name: Consol Mining Co. LLC
Address: 1000 Consol Energy Drive
Canonsburg, PA 15317
Name: AJ Associates LLC
Address: 203 Fair Oaks Drive
Fairmont, WV 26554

(c) Coal Lessee with Declaration
Name: None of Declaration
Address:

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

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

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

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

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

Received
Office of Oil & Gas
MAR 25 2015

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

Oil and Gas Privacy Notice

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

Received
Office of Oil & Gas
MAR 11 2015

3301270P

SURFACE OWNER WAIVER

Operator's Well Number 902

INSTRUCTIONS TO SURFACE OWNERS NAMED ON PAGE WW4-A

The well operator named on page WW-4A is applying for a permit from the State to plug and abandon a well. (Note: If the surface tract is owned by more than three persons, then these materials were served on you because your name appeared on the Sheriff's tax ticket on the land or because you actually occupy the surface tract. In either case, you may be the only owner who will actually receive these materials.) See Chapter 22 of the West Virginia Code. Well work permits are valid for 24 months. If you do not own any interest in the surface tract, please forward these materials to the true owner immediately if you know who it is. Also, please notify the well operator and the Office of Oil and Gas.

NOTE: YOU ARE NOT REQUIRED TO FILE ANY COMMENT.

WHERE TO FILE COMMENTS AND OBTAIN ADDITIONAL INFORMATION:

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

Time Limits and methods for filing comments. The law requires these materials to be served on or before the date the operator files his Application. You have **FIVE (5) 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.

Comments must be in writing. Your comments must 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.

The Chief has the power to deny or condition a well work permit based on comments on the following grounds:

1) The proposed well work will constitute a hazard to the safety of persons.
2) The soil erosion and sediment control plan is not adequate or effective;
3) Damage would occur to publicly owned lands or resources;
4) The proposed well work fails to protect fresh water sources or supplies;
5) The applicant has committed a substantial violation of a previous permit or a substantial violation of one or more of the rules promulgated under Chapter 22, and has failed to abate or seek review of the violation...".

If you want a copy of the permit as it is issued or a copy of the order denying the permit, you should request a copy from the Chief.

Received
Office of Oil & Gas
MAR 26 2015

VOLUNTARY STATEMENT OF NO OBJECTION

I hereby state that I have read the instructions to surface owners and that I have received copies of a Notice and Application For A Permit To Plug And Abandon on Forms WW-4A and WW-4B, and a survey plat.

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.

FOR EXECUTION BY A NATURAL PERSON
ETC

Signature Date 2-13-15

Land is not in a trust. I am the majority land owner.
304-476-7690

FOR EXECUTION BY A CORPORATION,

Name
By
Its

Received
Office of Oil & Gas
MAR 11 2015

Signature Date

3301270P

7014 0510 0000 4142 0380

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FEB 10 2015
JANE LEW WV 26378
CRT

Sent To: Rose Marie Butcher Trust
Street, Apt. No.; or PO Box No.: % Randy Preston, Trustee
City, State, ZIP+4: P.O. Box 79 Hepzibah, WV 26369
P&A Well #902
Surface Owner

PS Form 3800, August 2006 — See Reverse for Instructions

7014 0510 0000 4142 0373

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Total Postage & Fees	$

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FEB 10 2015
JANE LEW WV 26378
CRT

Sent To: Consol Mining Co. LLC
Street, Apt. No.; or PO Box No.: 1000 Consol Energy Drive
City, State, ZIP+4: Canonsburg, PA 15317
P&A Well #902
Coal Owner & Coal Operator

PS Form 3800, August 2006 — See Reverse for Instructions

7014 0510 0000 4142 0366

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Restricted Delivery Fee (Endorsement Required)	
Total Postage & Fees	$

Postmark Here
FEB 10 2015
JANE LEW WV 26378
CRT

Sent To: AJ Associates LLC
Street, Apt. No.; or PO Box No.: 203 Fair Oaks Drive
City, State, ZIP+4: Fairmont, WV 26554
P&A Well #902
Coal Owner

PS Form 3800, August 2006 — See Reverse for Instructions

Received
Office of Oil & Gas
MAR 25 2015

Received
Office of Oil & Gas
MAR 11 2015

3301270P

WW-9
Rev. 5/08

Page 1 of 2
API Number 47 - 033 - 01270
Operator's Well No. 902

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

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

Operator Name CNX Gas Company LLC OP Code 494458046

Watershed Wolfpen Run Quadrangle Clarksburg

Elevation 1077.01' County Harrison District Eagle

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

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

Proposed Disposal Method For Treated Pit Wastes:

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

SDW
3/9/15

Proposed Work For Which Pit Will Be Used:

_____ Drilling
_____ Workover
_____ Other (Explain_____)
_____ Swabbing
_____ Plugging

I certify that I understand and agree to the terms and conditions of the GENERAL WATER POLLUTION PERMIT issued on August 1, 2005, by the Office of Oil and Gas of the West Virginia Department of Environmental Protection. I understand that the provisions of the permit are enforceable by law. Violations of any term or condition of the general permit and/or other applicable law or regulation can lead to enforcement action.

I certify under penalty of law that I have personally examined and am familiar with the information submitted on this application form and all attachments thereto and that, based on my inquiry of those individuals immediately responsible for obtaining the information, I believe that the information is true, accurate, and complete. I am aware that there are significant penalties for submitting false information, including the possibility of fine or imprisonment.

Company Official Signature Kelly Eddy

Company Official (Typed Name) Kelly Eddy

Company Official Title Permitting Supervisor

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Subscribed and sworn before me this 9TH day of MARCH, 2015

Notory Public

My commission expires 9/15/2021

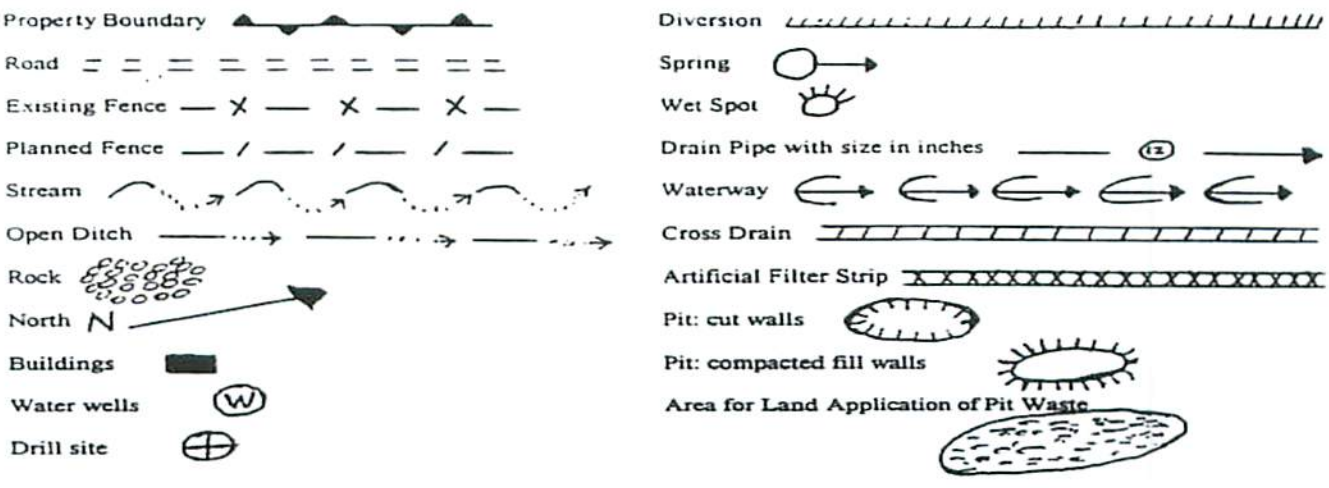
OFFICIAL SEAL
NOTARY PUBLIC
STATE OF WEST VIRGINIA
CAROLINDA FLANAGAN
PO Box 603
Lumberport WV 26386
My Commission Expires September 15, 2021

3301270P

Form WW-9

Operator's Well No. 902

LEGEND



Proposed Revegetation Treatment: Acres Disturbed 1.00 acres Prevegetation pH 6.5

Lime according to pH test Tons/acre or to correct to pH 7.0

Fertilizer (10-20-20 or equivalent) 500 lbs/acre (500 lbs minimum)

Mulch hay or straw @ 2 Tons/acre

Seed Mixtures

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

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

Photocopied section of involved 7.5' topographic sheet.

Plan Approved by: Sarah D Warnick

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Comments:

Title: OOG Inspector Date: 3/9/2015

Field Reviewed? ( ) Yes (X) No

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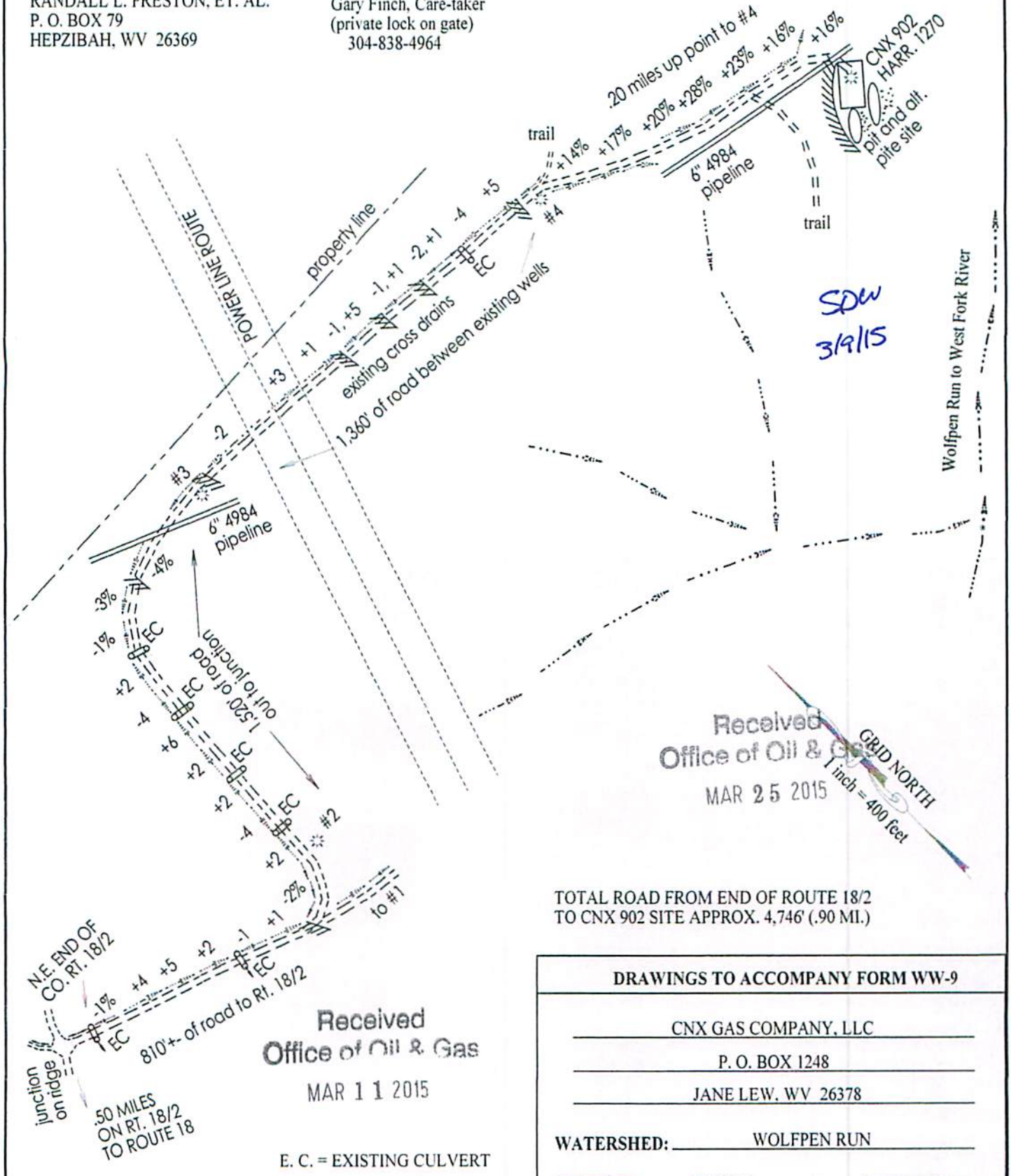
SURFACE OWNER:
RANDALL L. PRESTON, ET. AL.
P. O. BOX 79
HEPZIBAH, WV 26369

ADDITIONAL CONTACTS:
Gary Finch, Care-taker
(private lock on gate)
304-838-4964



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TOTAL ROAD FROM END OF ROUTE 18/2
TO CNX 902 SITE APPROX. 4,746' (.90 MI.)

E. C. = EXISTING CULVERT

DRAWINGS TO ACCOMPANY FORM WW-9

CNX GAS COMPANY, LLC
P. O. BOX 1248
JANE LEW, WV 26378

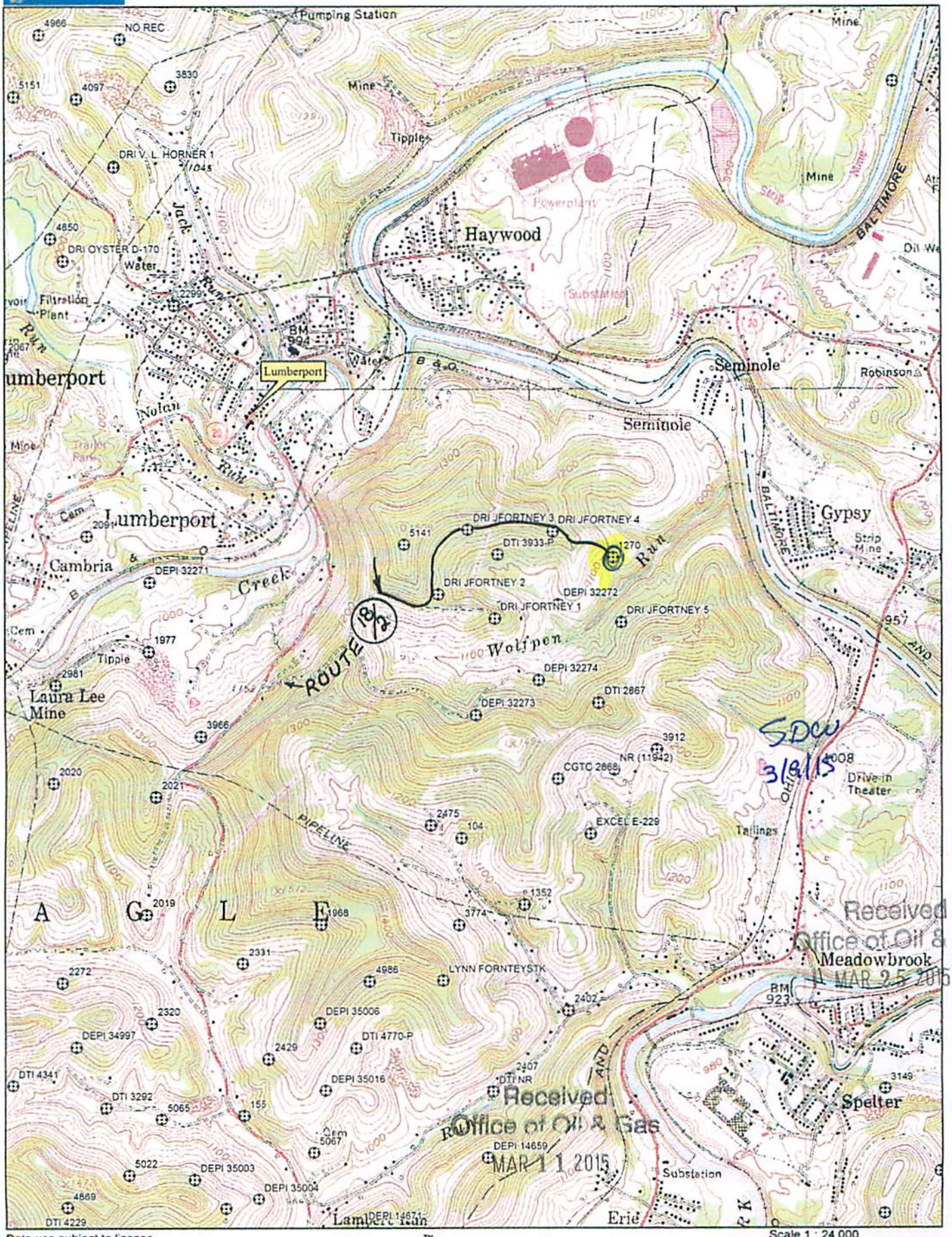
WATERSHED: WOLFPEN RUN
DISTRICT: EAGLE **CO.** HARRISON
QUAD.: CLARKSBURG **O.W.N.** 902
DATE: NOVEMBER 20, 2014 **PG.** _____ **OF** _____

LAND SURVEYING SERVICES
21 Cedar Lane
Bridgeport, WV 26330
304-842-2018 or 5762

3301270P

DeLORME

XMap® 7



SDCW 3/8/15

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Data use subject to license.

© DeLorme. XMap® 7.

www.delorme.com

Scale 1 : 24,000

1" = 2,000.0 ft

Data Zoom 13-0

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WW-7
5-02

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

API: 47-033-01270 WELL NO.: 902

FARM NAME: J. D. FORTNEY 340 ACRES

RESPONSIBLE PARTY NAME: CNX GAS COMPANY LLC

COUNTY: HARRISON DISTRICT: EAGLE

QUADRANGLE: CLARKSBURG 7.5'

SURFACE OWNER: RANDALL L. PRESTON, ET. AL., P. O. BOX 79, HEPZIBAH, WV 26369

ROYALTY OWNER: BRENDA SWIGER

UTM GPS NORTHING: 4,357,812.75 METERS

UTM GPS EASTING: 557,842.98 METERS GPS ELEVATION: 328.274 METERS (1077.')

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

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

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

Signature J. Michael Evans Title WV Professional Surveyor #900
J. MICHAEL EVANS, PS

Date NOVEMBER 18, 2014

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CNX USE: NAD 27 WV NORTH SPC: 902 = N317,134.53 E1,765,709.00' ELEV. = 1,077.01'

J. MICHAEL EVANS LICENSED No. 900 STATE OF WEST VIRGINIA PROFESSIONAL SURVEYOR

3301270P

CK# 2720024855
100.00

CONSOL ENERGY

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

March 9, 2015

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

RE: Wells to be Plug and Abandoned: 902, 7044, 7411, and 8021

To Whom it May Concern,

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

- 902 – API #47-033-01270
- 7044 – API #47-033-01501
- 7411 – API #47-033-01476
- 8021 – API #47-033-00760

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

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Sincerely,

Carolinda Flanagan

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MAR 25 2015

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CONSOL ENERGY

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

March 9, 2015

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

RE: Well to be Plug and Abandoned: 902

To Whom it May Concern,

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

- 902 – API #47-033-01270

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

Sincerely,

Carolinda Flanagan

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7-29-09

API # 47-033-01270
Operator CNX GAS CO. LLC
Well #/Name 902
Reviewed By _____
End of Comment Period _____

III. Plugging Permit

✓ WW-4B
✓ WW-4B signed off by inspector
✓ WW-4A
✓ Surface Owner Waiver
✓ Coal Owner/Operator/Lessee Waiver
✓ WW-9 front
✓ ~~Mylar Plat~~ WW7
✓ Well Records/Completion report
✓ Topography Map of well & pit if pit is used
✓ Certified Mail Receipts or affidavit of personal service
✓ Bond
✓ A check for $100.00 (if a pit is being used)

IV. Coalbed Methane

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

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OF-5
Rev. 1/12

BOND NUMBER CMS9200746

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

KNOW ALL MEN BY THESE PRESENTS:

(1) That we, CNX Gas Company LLC

(2) CNX Center, 1000 CONSOL Energy Drive, Canonsburg, PA 15317-6506

As Principal, and (3) RLI Insurance Company

(4) P.O. Box 3967, Peoria, IL 61612

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

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

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

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

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

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

(15) Principal Corporate Seal

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

(14) By: _____ (Title) Must be President or V. President

Nicholas J. DeLuliis, Manager

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(18) Surety Corporate Seal

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

(17) By: _____
Sandra L. Horn, Attorney-In-Fact

(19) Countersigned: N/A
(Resident West Virginia Agent)

(20) Address: _____

(21) Telephone: _____

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(REVERSE)

ACKNOWLEDGMENTS

Acknowledgment by Principal if Individual or Partnership

1. STATE OF _____
2. County of _____ to-wit:
3. I, _____, a Notary Public in and for the
4. county and state aforesaid, do hereby certify that _____ whose name is signed to the foregoing writing, has this day acknowledged the same before me in my said county
5. Given under my hand this _____ day of _____ 20_____.
6. Notary Seal 7 _____

(Notary Public)

8. My commission expires on the _____ day of _____ 20 ___.

Acknowledgment by Principal if Corporation or Limited Liability Company

9. STATE OF Pennsylvania
10. County of Washington to-wit:
11. I, Kathryn A. Galie, a Notary Public in and for the
12. county and state aforesaid, do hereby certify that Nicholas J. Delulis
13. who as, Manager signed the foregoing writing for
14. CNX Gas Company, LLC a corporation/LLC, has this day, in my said county, before me, acknowledged the said writing to be the act and deed of the said corp/LLC.
15. Given under my hand this 3rd day of May 20 12.
16. Notary Seal — COMMONWEALTH OF PENNSYLVANIA — Notarial Seal — Kathryn A. Galie, Notary Public — Upper Buffalo Twp., Allegheny County — My Commission Expires Oct. 1, 2015 — MEMBER, PENNSYLVANIA ASSOCIATION OF NOTARIES
17. Kathryn A. Galie
18. My commission expires on the 1st day of October 20 15.

Acknowledgment by Surety

19. STATE OF Missouri
20. County of St. Louis City to-wit:
21. I, JoAnn R. Frank, a Notary Public in and for the
22. county and state aforesaid, do hereby certify that Sandra L. Ham
23. who as, Attorney-In-Fact signed the foregoing writing for
24. RLI Insurance Company a corporation has this day, in my said county, before me, acknowledged the said writing to be the act and deed of the said corporation.
25. Given under my hand this 02nd day of May 20 12.
26. Notary Seal — JOANN R. FRANK — Notary Seal — State of Missouri — St. Louis City — My Commission Expires: June 20, 2014 — Commission #10905673
27. JoAnn R. Frank (Notary Public)
28. My commission expires on the 20th day of June 20 14.

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Sufficiency in Form and Manner Of Execution Approved

This _____ day of _____ 20 ___

Attorney General

By _____ (Assistant Attorney General)

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

POWER OF ATTORNEY
RLI Insurance Company

Know All Men by These Presents:

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

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

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

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

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

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

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

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

RLI INSURANCE COMPANY CORPORATE SEAL ILLINOIS

RLI Insurance Company

By: _____
Roy C. Die — Vice President

State of Illinois }
County of Peoria } SS

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

By: Cherie L Montgomery
Cherie L. Montgomery — Notary Public

"OFFICIAL SEAL"
CHERIE L. MONTGOMERY
NOTARY PUBLIC STATE OF ILLINOIS
COMMISSION EXPIRES 02/02/12

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2433313020212

CERTIFICATE

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

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RLI Insurance Company

By: _____
Roy C. Die — Vice President

A0058707

3301270P

OIL AND GAS ROAD
DISTRICT WIDE BONDING AGREEMENT
For DOH District 4

THIS AGREEMENT, executed in duplicate, made and entered into this 15th day of March, 2012, by and between the **WEST VIRGINIA DEPARTMENT OF TRANSPORTATION, DIVISION OF HIGHWAYS**, hereinafter called "**DEPARTMENT**," and CNX Gas Company, LLC, hereinafter called "**COMPANY**."

WITNESSETH:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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MAR 25 2015

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

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

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

WEST VIRGINIA DEPARTMENT OF TRANSPORTATION, DIVISION OF HIGHWAYS

Witness

By: _____
State Highway Engineer

Witness

By: _____

Title: Vice President – WV Operations

(To be executed in duplicate)

APPROVED AS TO FORM THIS 8th DAY OF Mar. 2012

ATTORNEY LEGAL DIVISION
WEST VIRGINIA DEPARTMENT
OF HIGHWAYS

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Dist. Permit Number _____

BOND Number **CMS213855**

OIL and GAS DATA INFORMATION SHEET

APPLICANT

Company Name CNX Gas Company, LLC

Address P. O. Box 1248

City Jane Lew ST WV Zip 26378

Contact Person Permit Kelly Eddy Telephone 304-884-2131

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

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

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

Site Location

Site Name 902 Road Local Name WOLF PEN RUN ROAD Rte.# 18/2

Approach location WGS 83 Decimal Format GPS N: 39.366300 W: 80.341281 County HARRISON

Location Description

On Rte. # 18/2 being .50 miles NE of Jct. of Rte.# 18/2 and Rte.# 18

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

Name & Rte.#	Beg MP	End MP	Surface Type	Condition

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Well location WGS 83 Decimal Format GPS N: 39.367842 W: 80.328516

WV DEP Permit Number 47 - 033 - 01270

STATE COUNTY PERMIT NUMBER

3301270P

Form MM-109
Rev. 05-19-05

PERMIT NO. _____

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

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

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

hereinafter called APPLICANT.

WITNESSETH

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

Route Type & No. C. R. 18/2 DOH Project No. _____ (if applicable);

at .50 MILES NORTHEAST OF JUNCTION OF ROUTES 18/2 AND 18 Mile Post _____

in HARRISON County, for the purposes hereinafter set forth and in accordance with the plans and specifications which are attached hereto and made a part hereof: to utilize and maintain an entrance for ingress and egress on C. R. 18/2 for the purpose of plugging existing well 902. See attached road entry sketch for well A. P. I. 047-033-1270.

APPLICANT further agrees to accept the conditions hereinafter set forth:

1. APPLICANT shall deposit with DIVISION the sum of $ _____ in the form of an official, certified or cashier's check, or executed bond with surety satisfactory to DIVISION to cover any damage and inspection costs DIVISION may sustain by reason of the granting of this permit, including any expense incurred in restoring said highway to its original condition or the proper repair of any and all damages that may result within one (1) year from the date of the completion of said work.

2. APPLICANT agrees to reimburse DIVISION for inspection costs as follows:
   - ☐ A. For any inspection costs incurred under this permit.
   - ☐ B. At $ _____ per linear foot for _____ feet of water line installed under this permit
   - ☐ C. At $ _____ per linear foot for _____ feet of sewer line installed under this permit

3. APPLICANT shall notify DIVISION at least 48 hours in advance of the date the work will begin. Failure to comply will be cause for cancellation of this permit.

4. APPLICANT agrees to protect its employees, equipment and users of the highway at all times in accordance with the current Division of Highways manual "Traffic Control For Street and Highway Construction and Maintenance Operations".

5. APPLICANT agrees to comply with all applicable state and federal laws in the performance of work under this permit.

6. Supplementary conditions cited on the reverse side of this permit are understood and agreed to be a part hereof.

7. The work authorized under this permit shall be completed on or before (Date): MAR 11 2015

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MAR 12 2015

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Office of Oil & Gas
MAR 11 2015

RECOMMENDED:

_____
Title

Kelly Eddy, Permitting Supervisor
Signature and Title of Applicant

BOND REQUIREMENT:
BOND NO. CMS0260702 /DATE 7/6/11
Attached ☐ On File ☒
INSPECTION: Owner/Consultant ☐
Full Time ☐ Part Time ☐
Periodic ☐ Reimbursable ☐ No Cost ☐

APPROVED:

_____
Title
West Virginia Division of Highways

AUTHORIZATION NO: _____

PERMIT NO: _____

3301270P

CHAPTER 17 WEST VIRGINIA CODE, 1931

§17-4-8. Use of roadbed by railroad, telephone company, etc.
No railroad or electric or other railway shall be constructed upon the roadbed of any state road, except to cross the same, nor shall any person, firm or corporation enter upon or construct any works in or upon such road, or lay or maintain thereon or thereunder any drainage, sewer or water pipes, gas pipes, electric conduits or other pipes, nor shall any telephone, telegraph or electric line or power pole, or any other structure whatsoever, be erected upon, in or over any portion of a state road, except under such restrictions, conditions and regulations as may be prescribed by the state road commissioner. Whenever any railroad or electric or other railway, heretofore or hereafter constructed, shall cross any state road, it shall be required to keep its own roadbed, and the bed of the road or highway at such crossing, in proper repair, or else to construct and maintain an overhead or undergrade crossing, subject to the approval of the state road commissioner; and the tracks of such railroad or railway at grade crossings shall be so constructed as to give a safe and easy approach to and across the same, and when the construction of such approaches is made necessary by a change in the railroad grade at the grade crossing, the cost shall be upon the railway company.

§17-16-6. Permit by commission or county court for openings in or structures on public roads; franchises and easements of oil, etc., transportation companies.
No opening shall be made in any state or county-district road or highway, nor shall any structure be placed therein or thereover, nor shall any structure, which has been so placed, be changed or removed, except in accordance with a permit from the state road commission or county court, as the case may be. No road or highway shall be dug up for laying or placing pipes, sewers, poles or wires, or for other purposes, and no trees shall be planted or removed or obstructions placed thereon, without the written permit of the commission or county court, or its duly authorized agent, and then only in accordance with the regulations of the commission or court. The work shall be done under the supervision and to the satisfaction of the commission or court; and the entire expense of replacing the highway in as good condition as before shall be paid by the persons to whom the permit was given, or by whom the work was done: **Provided, however,** That nothing herein contained shall be so construed as to prevent any oil or gas company or person having a proper permit or franchise from transporting oil or gasoline along any of the public highways of this State, nor to give such company a franchise without paying to the landowners through whose lands such road passes the usual and customary compensation paid or to be paid to the landowners for such right of way. Any grant or franchise when made shall be construed to give to such company or person only the right to use the easement in such public road.

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

§17-16-9. Private driveways or approaches to roads; obstruction of ditches.
The owner or tenant of land fronting on any state road shall construct and keep in repair all approaches or driveways to and from the same, under the direction of the state road commission, and, likewise, the owner or tenant of land fronting on any county-district road shall construct and keep in repair approaches or driveways to and from the same, under the direction of the county road engineer, and it shall be unlawful for such owner or tenant to fill up any ditch, or place any material of any kind or character in any ditch, so as in any manner to obstruct or interfere with the purpose for which it was made.

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SUPPLEMENTARY CONDITIONS

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

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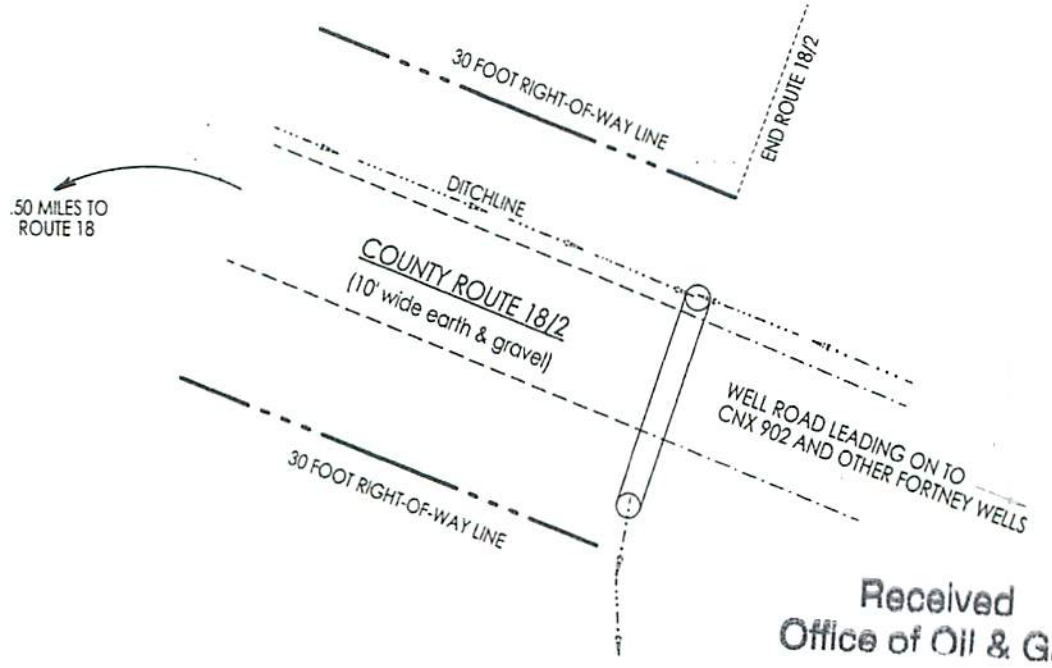
Existing Entry?	Culvert Required?	Available Sight Distances?	Minimum Gravel Approach?
Well road continues easterly beyond the end of Route 18/2	Existing	100' to west 300' to east	100 Feet Entering County Route 18/2

NORTH

Plan Sketch
1" = 12'



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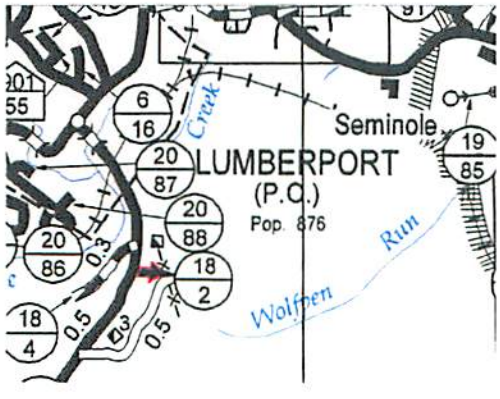
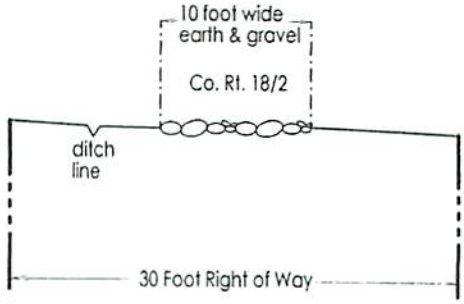
PLAN VIEW
PROFILE VIEW
1" = 10'

NOTE: ALL WORK WILL CONFORM TO WV D.O.T. RULES AND REGULATIONS





NOTE: ACCESS ROAD CONTINUES STRAIGHT BEYOND THIS SECTION.

ROAD APPROACH DRAWING

CNX Gas Company, LLC
P. O. Box 1248
Jane Lew, WV 26378

WATERSHED: WOLFPEN RUN
DISTRICT: EAGLE CO. HARRISON
STATE: WV O.W.N. 902
DATE: NOVEMBER 18, 2014 PG. ____ OF ____

prepared by:
LAND SURVEYING SERVICES
21 Cedar Lane
Bridgeport, WV 26330
304-842-2018

Received
Office of Oil & Gas
MAR 25 2015

3301270P

LAND SURVEYING SERVICES

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

November 17, 2014

DRIVING DIRECTIONS FOR 902

FROM THE JUNCTION OF ROUTES 20 AND 18 IN LUMBERPORT, FOLLOW RT. 18 SOUTH FOR 1.0 MILE AND TURN LEFT ON WOLFPEN RUN RD. / RT. 18/2. FOLLOW ROUTE 18/2 NORTHEAST, IN ALL .50 MILES, BEARING LEFT AT THE FORK, AND CONTINUING OUT THE RIDGE TO THE END OF THE LOWGAP. TURN RIGHT AND FOLLOW EXISTING WELL ROAD .20 MILES. BEAR LEFT AT THE FORK AND FOLLOW ANOTHER .50 MILES OF EXISTING WELL ROAD AROUND THE HILLSIDE NORTH OF WOLFPEN RUN. JUST PAST THE THIRD GAS WELL, BEAR RIGHT AND DECEND THE POINT FOR .20 MILES TO WELL 902 STRAIGHT AHEAD.

NEAREST FIRE STATION: CLARKSBURG

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MAR 25 2015

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MAR 11 2015