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west virginia department of environmental protection

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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](http://www.dep.wv.gov)

## PERMIT MODIFICATION APPROVAL

April 01, 2014

NOBLE ENERGY, INC.  
333 TECHNOLOGY DRIVE, SUITE 110  
CANONSBURG, PA 15317

Re: Permit Modification Approval for API Number 8510068 , Well #: PEN2BHS

**Lateral Extended**

Oil and Gas Operator:

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

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

Sincerely,

Gene Smith  
Regulatory/Compliance Manager  
Office of Oil and Gas

085 10068

MOD



January 29, 2014

West Virginia Department of Environmental Protection

601 57<sup>th</sup> Street, SE

Charleston, WV 25304-2345

Re: PEN2 Wells API 47-085-10067 AHS/ 47-085-10068 BHS/ 47-085-10055 CHS

Dear Sirs:

Enclosed please find permit modifications to extend the lateral legs on the above referenced wells. I have enclosed a new casing program signed by the inspector, new survey plat and revised mineral exhibits. These wells are located in Ritchie County, WV.

Should you have any questions, or desire any additional information, please do not hesitate to contact me at 724-820-3061 or via email at [dswiger@nobleenergyinc.com](mailto:dswiger@nobleenergyinc.com).

Sincerely,

A handwritten signature in black ink, appearing to read 'Dee Swiger', written over the printed name.

Dee Swiger

Regulatory Analyst III

DS/

Enclosures:

RECEIVED  
Office of Oil and Gas  
JAN 31 2014  
West Virginia Department of  
Environmental Protection

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

1) Well Operator: Noble Energy, Inc. 494501907 085 Clay Pennsboro  
Operator ID County District Quadrangle

2) Operator's Well Number: PEN2BHS Well Pad Name: PEN2

3 Elevation, current ground: 1074.85 Elevation, proposed post-construction: 1075.4

4) Well Type: (a) Gas  Oil  Underground Storage   
Other \_\_\_\_\_  
(b) If Gas: Shallow  Deep   
Horizontal

5) Existing Pad? Yes or No: No

6) Proposed Target Formation(s), Depth(s), Anticipated Thicknesses and Associated Pressure(s):  
Target-Marcellus, Depth- 6262-6324; Thickness- 62"; Pressure- 4174 # psi

7) Proposed Total Vertical Depth: 6314'

8) Formation at Total Vertical Depth: Marcellus

9) Proposed Total Measured Depth: 16145'

10) Approximate Fresh Water Strata Depths: 454'

11) Method to Determine Fresh Water Depth: Closest well & Seneca Technology data base

12) Approximate Saltwater Depths: 1244'

13) Approximate Coal Seam Depths: no coal

14) Approximate Depth to Possible Void (coal mine, karst, other): none

15) Does proposed well location contain coal seams directly overlying or adjacent to an active mine? If so, indicate name and depth of mine: no

16) Describe proposed well work: Drill the vertical depth to the Marcellus at an estimated total vertical depth of approximately 6314 feet.  
Drill Horizontal leg - stimulate and produce the Marcellus Formation.  
Should we encounter a unanticipated void we will install a minimum of 20' of casing below the void but not more than 50' set a basket and grout to surface.

17) Describe fracturing/stimulating methods in detail:  
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.

18) Total area to be disturbed, including roads, stockpile area, pits, etc, (acres): 8.43

19) Area to be disturbed for well pad only, less access road (acres): 8.0

*DW*  
*1-21-14*

20)

**CASING AND TUBING PROGRAM**

<b>TYPE</b>	<b>Size</b>	<b>New or Used</b>	<b>Grade</b>	<b>Weight per ft.</b>	<b>FOOTAGE: For Drilling</b>	<b>INTERVALS: Left in Well</b>	<b>CEMENT: Fill -up (Cu. Ft.)</b>
Conductor	20"	N	LS	52	40'	40'	GTS
Fresh Water	13 3/8"	N	J-55	54.5	579'	579'	CTS
Coal							
Intermediate	9 5/8"	N	HCK-55 BTC	36.0	5410'	5410'	CTS
Production	5 1/2"	N	HCP-110 TXP BTC	20.0	16145'	16145'	50 bbls 10 ppg spacer, 120 ppg lead slurry, (800') of 15.6 ppg Class A tail slurry cemented to surface.
Tubing							
Liners							

<b>TYPE</b>	<b>Size</b>	<b>Wellbore Diameter</b>	<b>Wall Thickness</b>	<b>Burst Pressure</b>	<b>Cement Type</b>	<b>Cement Yield</b>
Conductor	20"	26"	.25	2730	Grout to Surface	Grout to Surface
Fresh Water	13 3/8"	17 1/2"	.380	2730	Type 1	1.18
Coal						
Intermediate	9 5/8"	12.25"	.352	3520	Class A	1.19
Production	5 1/2"	8.75/8.5"	.361	12,640	Class A	1.27
Tubing						
Liners						

**PACKERS**


Kind:				
Sizes:				
Depths Set:				

*DWC*  
1-21-14

*Engineering*  
1/21/14



085 10068 MOD

				<b>PENS-2 WELLBORE DIAGRAM</b> Marcellus Shale Horizontal Ritchie County, WV Ground Elevation 1076'						
Ground Elevation		1076'		PENS-2B SHL (Lat/Long)			(308274.09N, 1572131.56E) (NAD27)			
Azm		139.06°		PENS-2B LP (Lat/Long)			(307234.99N, 1571277.33E) (NAD27)			
				PENS-2B BHL (Lat/Long)			(300214.54N, 1577167.73E) (NAD27)			
HOLE	CASING	GEOLOGY	TVD Top	TVD Bottom	MUD	CEMENT	CENTRALIZERS	CONDITIONING	COMMENTS	
26"	20" 52#				AIR	Grouted to surface	N/A	Ensure the hole is clean at TD.	Stabilize surface fill/soil. Conductor casing = 0.25" wall thickness	
		Conductor		40						
17.5"	13-3/8" 54.5# J-55 BTC				AIR	15.6 ppg Type 1 + 2% CaCl, 0.25# Lost Circ 40% Excess Yield = 1.18 <i>CTS</i>	Bow Spring every 3 joints to surface	Fill with KCl water once drilled to TD. Once casing is at setting depth, circulate a minimum of one hole volume prior to pumping cement.	Protect freshwater. Surface casing = 0.380" thick. Burst=2730 psi	
		Surface Casing		579						
12.25"	9-5/8" 36# HCK-55 BTC				SOBM 8.0 - 8.5 ppg	50 bbls 10 ppg spacer, 12.0 ppg lead slurry, (800') of 15.6 ppg Class A tail slurry cemented to surface.	Bow Spring centralizers on every joint to KOP, one every third joint from KOP to 100' from surface	Once at TD, circulate at least 2x bottoms up. Once casing is at setting depth, circulate a minimum of one hole volume prior to pumping cement	Casing to be ran below the Alexander. Intermediate casing = 0.352" wall thickness Burst=3520 psi, Collapse 2980 psi	
		Maxton	1929	1973						
		Big Lime	2005	2082						
		Big Injun	2082	2130						
		Weir	2449	2465						
		Fifth	2921	2927						
		Gordon	2950	2952						
		Warren	3532	3566						
		Speechley	3850	4404						
		Riley	4601	4615						
		Benson	4955	4961						
Alexander	5204	5210								
Intermediate Casing		5410								
8.75/8.5"	5-1/2" 20# HCP-110 TXP BTC	Rhinestreet	5740	5908	SOBM 12.5- 13.0 ppg	120 bbls spacer with density and rheology heirarchy, lead slurry to 2000' to recover SOBM, 14.8 ppg Class A tail slurry to inside intermediate casing	Rigid Bow Spring every third joint from KOP to TOC	Once at TD, circulate at max allowable pump rate for at least 6x bottoms up. Once on bottom with casing, circulate a minimum of one hole volume prior to pumping cement.	Production casing = 0.361" wall thickness Burst=12640 psi Note:Actual centralizer schedules may be changed due to hole conditions	
		Marcellus	6262	6324			Rigid Bow Spring every joint to KOP			
		TD		16145						

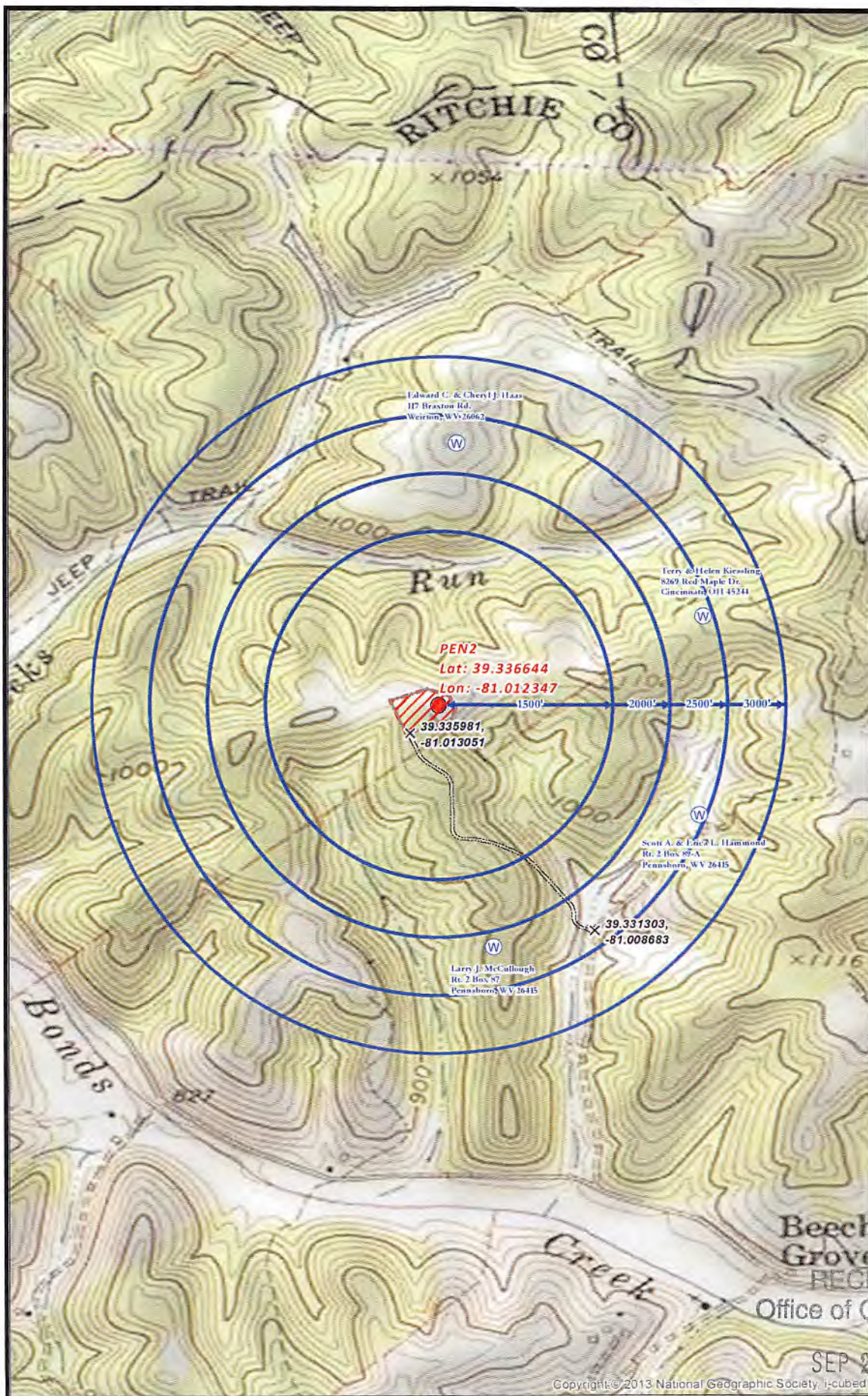
8.75/8.5" Hole - Cemented Long String 5-1/2" 20# HCP-110 TXP BTC

*Done 1-21-14*



Plot spotted CREX

85 10068



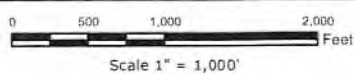
RECEIVED  
Office of Oil and Gas

SEP 23 2013

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**PENS2 SITE SAFETY PLAN**  
- WATER WELLS PROXIMITY -

- Water Purveyor Buffer
- Proposed Road
- Well Pad Boundary
- Road Intersection



Problems: D:\D30\_0302\_SitePlan\_Weirton\_Vegmap\_North\_PHS\_PRI  
State: WV

**noble energy**

**Disclaimer: All data is licensed for use by Noble Energy Inc. use only.**

WV Department of Environmental Protection

Date: 7/31/2013

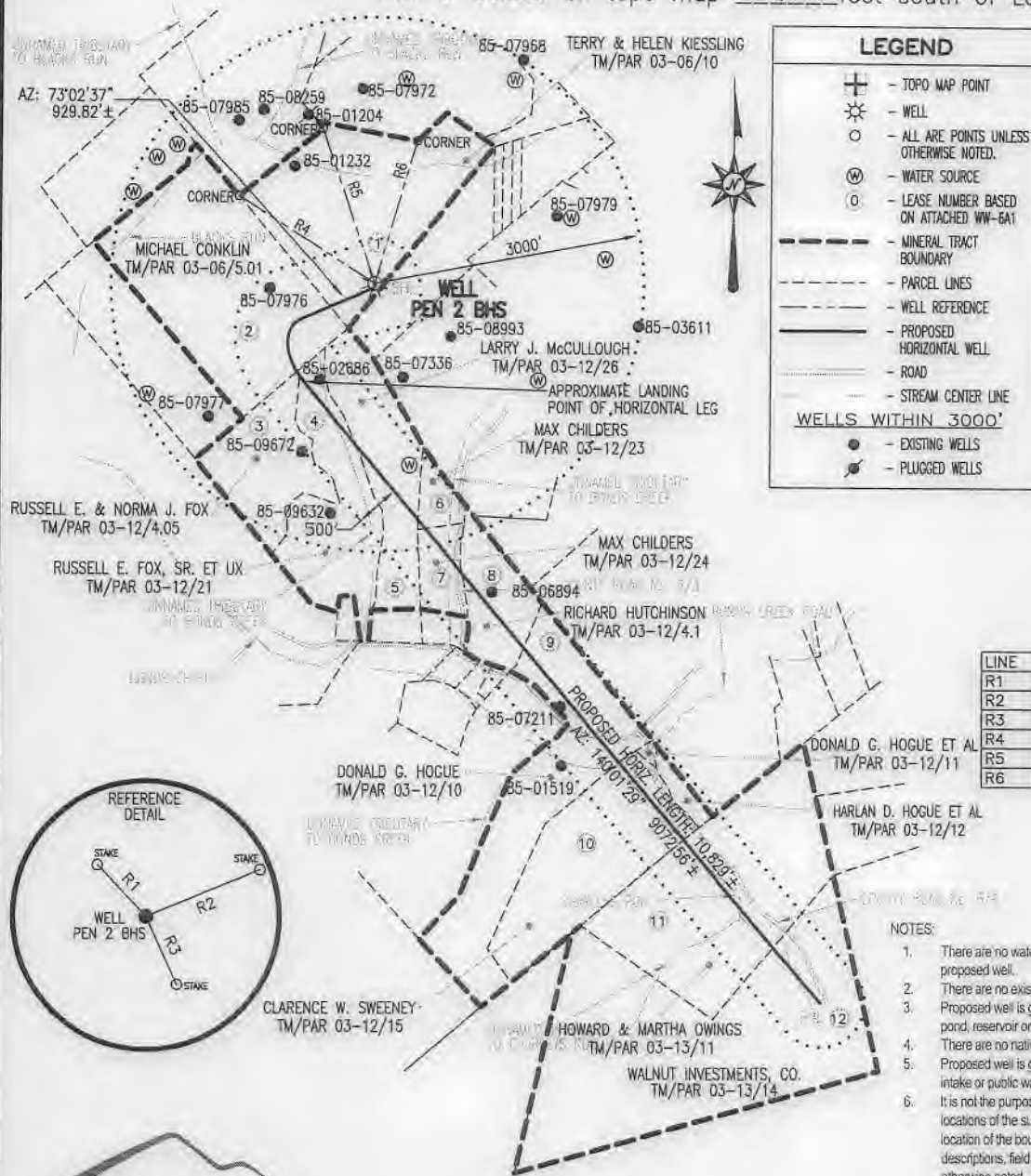
Christopher K. Kiser

6/6



Well is located on topo map 13,986' feet south of Latitude: 39° 22' 30"

Well is located on topo map 3,575' feet west of Longitude: 81° 00' 00"



**LEGEND**

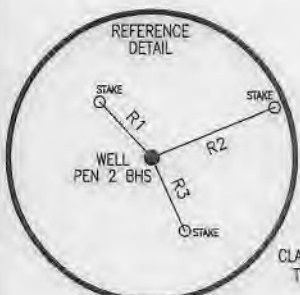
- ⊕ - TOPO MAP POINT
- ☼ - WELL
- - ALL ARE POINTS UNLESS OTHERWISE NOTED.
- ⊙ - WATER SOURCE
- ⊙ - LEASE NUMBER BASED ON ATTACHED WW-6A1
- - - MINERAL TRACT BOUNDARY
- - - PARCEL LINES
- - - WELL REFERENCE
- - - PROPOSED HORIZONTAL WELL
- - - ROAD
- - - STREAM CENTER LINE
- WELLS WITHIN 3000'
- - EXISTING WELLS
- ⊙ - PLUGGED WELLS

**SURFACE HOLE LOCATION (SHL)**  
**UTM 17-NAD83**  
**N:4354128.62**  
**E:498913.37**  
 NAD27, WV NORTH  
 N:308274.09  
 E:1572131.56  
 LAT/LON DATUM-NAD83  
 LAT:39.336582  
 LON:-81.012609

**APPROX. LANDING POINT**  
**UTM 17-NAD83**  
**N:4353787.31**  
**E:498677.54**  
 NAD27, WV NORTH  
 N:307167.02  
 E:1571338.97  
 LAT/LON DATUM-NAD83  
 LAT:39.333506  
 LON:-81.015345

**BOTTOM HOLE LOCATION (BHL)**  
**UTM 17-NAD83**  
**N:4351698.92**  
**E:500488.63**  
 NAD27, WV NORTH  
 N:300214.54  
 E:1577167.73  
 LAT/LON DATUM-NAD83  
 LAT:39.314689  
 LON:-80.994332

LINE	BEARING	DISTANCE
R1	N 43°41'33" W	157.50'
R2	N 68°09'24" E	277.02'
R3	S 24°10'08" E	167.93'
R4	N 57°51'26" W	1809.46'
R5	N 18°55'40" W	1831.61'
R6	N 16°14'49" E	1665.45'



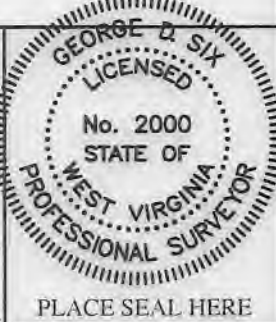
- NOTES:**
1. There are no water wells or developed springs within 250' of proposed well.
  2. There are no existing buildings within 625' of proposed well.
  3. Proposed well is greater than 100' from perennial stream, wetland, pond, reservoir or lake.
  4. There are no native trout streams within 300'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

**Blue Mountain Inc.**  
 11023 MASON DIXON HIGHWAY  
 BURTON, WV 26562  
 PHONE: (304) 662-6486

FILE #: PEN 2 BHS  
 DRAWING #: PEN 2 BHS  
 SCALE: 1" = 2000'  
 MINIMUM DEGREE OF ACCURACY: 1/2500  
 PROVEN SOURCE OF ELEVATION: U.S.G.S. MONUMENT THOMAS 1498.81'

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

Signed: [Signature]  
 R.P.E.: \_\_\_\_\_ L.L.S.: P.S. No. 2000



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



DATE: MARCH 25, 2014  
 OPERATOR'S WELL #: PEN 2 BHS  
 API WELL #: 47 85 MOD 10068 HB A  
 STATE COUNTY PERMIT

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

WATERSHED: NORTH FORK HUGHES RIVER ELEVATION: 1084±  
 COUNTY/DISTRICT: RITCHIE / CLAY QUADRANGLE: ELLENBORO, WV 7.5'  
 SURFACE OWNER: TERRY & HELEN KIESSLING ACREAGE: 79.242±  
 OIL & GAS ROYALTY OWNER: SEE ATTACHED WW-6A1 ACREAGE: 716.083±  
 DRILL  CONVERT  DRILL DEEPER  REDRILL  FRACTURE OR STIMULATE   
 PLUG OFF OLD FORMATION  PERFORATE NEW FORMATION  PLUG & ABANDON   
 CLEAN OUT & REPLUG  OTHER CHANGE  (SPECIFY): \_\_\_\_\_  
 TARGET FORMATION: MARCELLUS ESTIMATED DEPTH: TVD: 6,324± TMD: 16,145±  
 WELL OPERATOR NOBLE ENERGY, INC. DESIGNATED AGENT STEVEN M. GREEN  
 Address 333 TECHNOLOGY DRIVE, SUITE 116 Address 500 VIRGINIA STREET EAST, UNITED CENTER SUITE 590  
 City CANONSBURG State PA Zip Code 15317 City CHARLESTON State WV Zip Code 25301



CITY CHARLESTON STATE WV ZIP CODE 25301  
 ADDRESS 200 VIRGINIA STREET EAST, UNITED CENTER SUITE 200  
 DESIGNATED AGENCY STEVEN M. GREEN

TASK SET FORMATION: MARCELTOS ESTIMATED DEPTH: LVD: 0'254.7 LWD: 10'142.7

STAY ON & BEYOND  OTHER CHANGE  (SPECIFY):  
 BEYOND OFF OLD FORMATION  BEYOND NEW FORMATION  BEYOND & AVOIDANCE   
 DRIFT  COLLAPSE  DRIFT DEGREE  BEDDING  FRACTURE OR SLIP PLANE

OIL & GAS BOYDLEY OILFIELD: SEE ATTACHED MM-041 VOLUME: 110827  
 SURFACE OILFIELD: TERBY & HELEN KIESSIG VOLUME: 105457  
 COMPLETION/DISTRICT: BIRCHIE \ CVA QUADRANGLE: ETTENBORO' M 12,  
 WATERBORNED: NORTH FORK NUCHEZ BAYERS EVALUATION: 1084.7

Gas  Fluid Injection  Storage  Drilling  
 Well Type:  Oil  Waste Disposal  Production  Deep

CHARLESTON, WV 25304  
 201 21TH STREET  
 OFFICE OF OIL & GAS  
 MADEB  
 UNITED STATES GEOLOGICAL SURVEY  
 (+) DENOTES LOCATION OF WELL ON

STATE COUNTY PERMIT  
 WY WELL #: 74 82 10008 1A K  
 WOD  
 OILFIELD NO. WELL #: BEN 3 BH2  
 DATE: MARCH 22, 2014

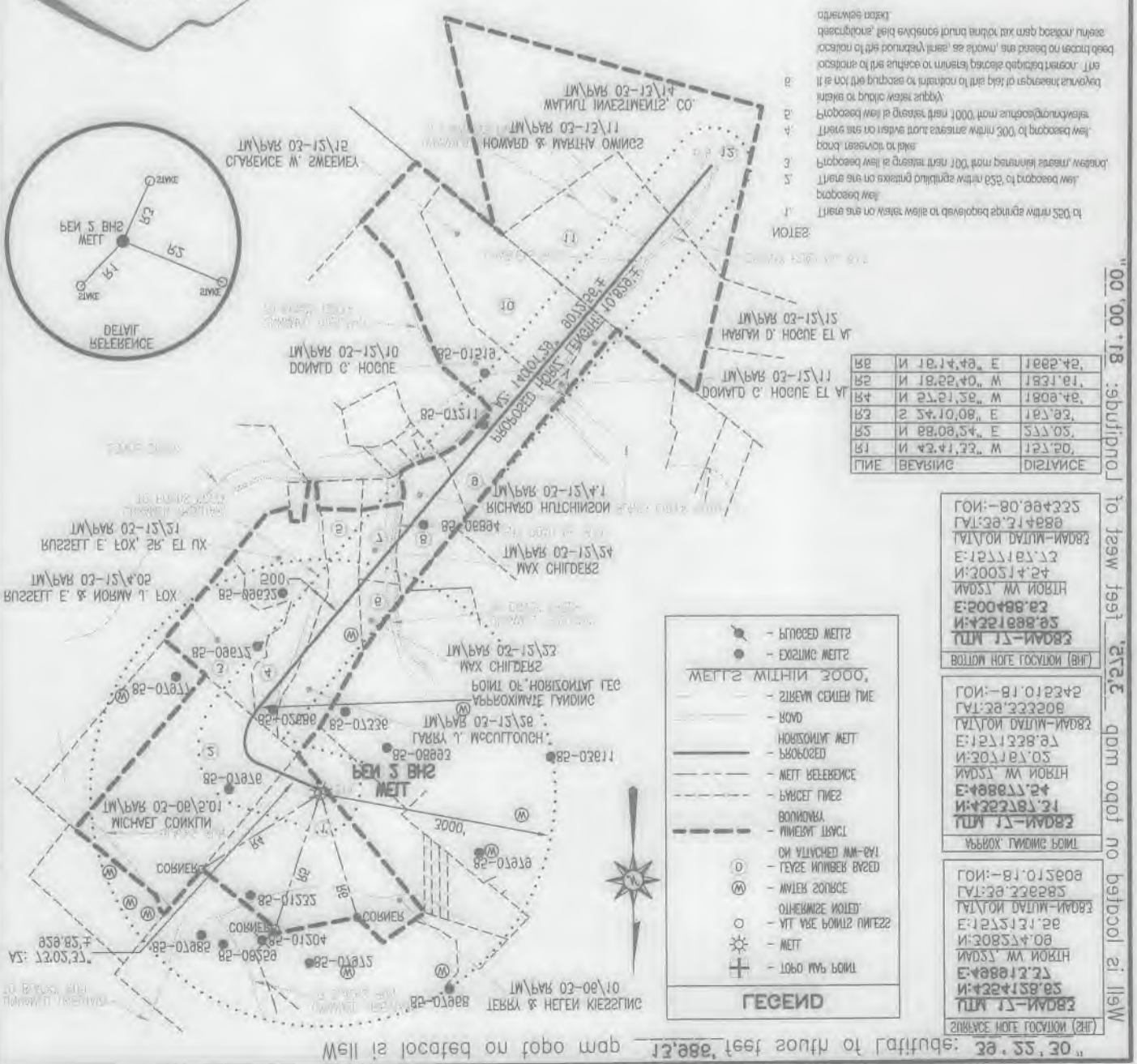


OF EVALUATION: THOMAS HARRIS,  
 BOOLEY ZONING  
 OF ACADEMY: 15200  
 MINIMUM DEGREE  
 SCALE: 1" = 3000,  
 DRAWING #: BEN 3 BH2  
 SHEET #: BEN 3 BH2

DATE: 6.2. NO. 3000  
 Signature: [Handwritten Signature]  
 THE DEPARTMENT OF ENVIRONMENTAL PROTECTION,  
 LAW AND THE REGULATIONS ISSUED AND PRESCRIBED BY  
 BEPPEL AND SHOWS ALL THE INFORMATION REQUIRED BY  
 THAT IS CORRECT TO THE BEST OF MY KNOWLEDGE AND  
 'THE UNDERSIGNED' HEREBY CERTIFY THAT THIS



PHONE: (304) 883-2488  
 BUILDING: 11052 MAZON DIXON HIGHWAY  
**Blue Mountain Inc.**



"00, 00, 18" building to new feet "212.4" gas point no based at well



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

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

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

Lease Name or Number	Grantor, Lessor, etc.	Grantee, Lessee, etc.	Royalty	Book/Page
✓ 1. DV033180 Tax Map 3-6-10	Terry & Helen Kiessling Ralph & Blanche Hammond	CNG Development Company (See attached for continuation of additional Lessors and Leasehold chain)	not less than 1/8	206/138
✓ 2. Q074764001 Tax Map 3-6-5.1	John A & Edith Smith (See attached for continuation of additional Lessors and Leasehold chain)	Noble Energy Inc	not less than 1/8	263/492
✓ 3. Tax Map 3-12 -4.5	Arthur D Hall Kenneth L Hall Gerald S Hall Dale Hall Haze H Hall	Bluestone Energy Partners Bluestone Energy Partners Bluestone Energy Partners Bluestone Energy Partners Bluestone Energy Partners	not less than 1/8 not less than 1/8 not less than 1/8 not less than 1/8 not less than 1/8	245/251 245/254 245/394 245/385 245/388

(See attached for Lease hold chain)

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

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

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

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

Well Operator: Noble Energy Inc  
 By: [Signature]  
 Its: Operator/Leaseholder

JAN 21 2014  
 Environmental Protection  
 Page 1 of 5



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Lease Name or Number	Grantor, Lessor, etc.	Grantee, Lessee, etc.	Royalty	Book/Page
✓4. Tax Map 3-12-21	Arthur D Hall	Bluestone Energy Partners	not less than 1/8	245/251
	Kenneth L Hall	Bluestone Energy Partners	not less than 1/8	245/254
	Gerald S Hall	Bluestone Energy Partners	not less than 1/8	245/394
	Dale Hall	Bluestone Energy Partners	not less than 1/8	245/385
	Haze H Hall	Bluestone Energy Partners	not less than 1/8	245/388
(See attached for Lease hold chain)				
✓5 Tax Map 3-12 -26	Arthur D Hall	Bluestone Energy Partners	not less than 1/8	245/254
	Kenneth L Hall	Bluestone Energy Partners	not less than 1/8	245/254
	Gerald S Hall	Bluestone Energy Partners	not less than 1/8	245/394
	Dale Hall	Bluestone Energy Partners	not less than 1/8	245/385
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Well Operator: Noble Energy Inc  
 By: [Signature]  
 Its: Operations Liaison

RECEIVED  
 JUN 23 2014



MOD

**INFORMATION SUPPLIED UNDER WEST VIRGINIA CODE  
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Lease Name or Number	Grantor, Lessor, etc.	Grantee, Lessee, etc.	Royalty	Book/Page
✓6. Tax Map 3-12-23	Arthur D Hall	Bluestone Energy Partners	not less than 1/8	245/251
	Kenneth L Hall	Bluestone Energy Partners	not less than 1/8	245/254
	Gerald S Hall	Bluestone Energy Partners	not less than 1/8	245/394
	Dale Hall	Bluestone Energy Partners	not less than 1/8	245/385
	Haze H Hall	Bluestone Energy Partners	not less than 1/8	245/388
(See attached for Lease hold chain)				
✓7 Tax Map 3-12 -24	Arthur D Hall	Bluestone Energy Partners	not less than 1/8	245/251
	Kenneth L Hall	Bluestone Energy Partners	not less than 1/8	245/254
	Gerald S Hall	Bluestone Energy Partners	not less than 1/8	245/394
	Dale Hall	Bluestone Energy Partners	not less than 1/8	245/385
	Haze H Hall	Bluestone Energy Partners	not less than 1/8	245/388
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Well Operator: Noble Energy Inc  
 By: [Signature]  
 Its: Operations Manager



MOD

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Lease Name or Number	Grantor, Lessor, etc.	Grantee, Lessee, etc.	Royalty	Book/Page
✓ 8. Q074641000 Tax Map 3-12-4.1	Ralph E & Judith A Hart	Noble Energy Inc	not less than 1/8	262/582
✓ 9. L026887 Tax Map 3-12-10	Harlan B Hogue Donald G & Susie A Hogue	Dominion Exploration & Production Inc	not less than 1/8	239/25
✓ 10. DV016695 Tax Map 3-12-15	Harlan B & Louise Hogue (See attached for continuation of additional Lessors and Leasehold chain)	Consolidated Gas Supply Corp	not less than 1/8	112/397
✓ 11 Tax Map 3-13-11	Donna J & John N Krutilla (See attached for continuation of additional Lessors and Leasehold chain)	Antero Resources Appalachian Corporation	not less than 1/8	263/475

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

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

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

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

Well Operator: Noble Energy Inc  
 By: [Signature]  
 Its: Operations Manager

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

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

- (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
12. Tax Map 3-13-14	Walnut Investment Co	Key Oil Company	not less than 1/8	232/98
	Jennings M Tallman	Key Oil Company	not less than 1/8	232/96
	Eber Calvin Tallman	Key Oil Company	not less than 1/8	232/203
	Charles L Tallman	Key Oil Company	not less than 1/8	232/201
	Rebecca A Smith	Key Oil Company	not less than 1/8	232/201
	(See attached for Leasehold Chain)			

**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:

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

Well Operator: Noble Energy Inc  
 By: [Signature]  
 Its: Operations / [Signature]



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PEN 2 BHS	LESSORS				
ITEM NUMBER	LEASE NUMBER	GRANTOR/LESSOR	GRANTEE/LESSEE	ROYALTY	BOOK/PAGE
1	DV033180 Tax Map 3-6-10	Evelyn & Burl Dodd Glenn & Irene Ross Blaine & Edith Lamm Ida Lee Lamm	CNG Development Company	not less than 1/8	206/126
1	DV033180 Tax Map 3-6-10	Mary Ruth Everhart	CNG Development Company	not less than 1/8	206/130
1	DV033180 Tax Map 3-6-10	Louis D & Betty P Walker	CNG Development Company	not less than 1/8	206/146
1	DV033180 Tax Map 3-6-10	Margaret Clark, Attorney in Fact for Monica Smith	CNG Development Company	not less than 1/8	206/122
1	DV033180 Tax Map 3-6-10	Edith Hammond	CNG Development Company	not less than 1/8	206/134
1	DV033180 Tax Map 3-6-10	Judith Ann & C Edward Beary	CNG Development Company	not less than 1/8	207/48
2	Q074764002 Tax Map 3-6-5.1	Clyde & Sarah Mossburg Hopkins	Noble Energy Inc	not less than 1/8	264/200
2	Q074764003 Tax Map 3-6-5.1	Ruth Hayhurst Mossburg	Noble Energy Inc	not less than 1/8	264/202
2	Tax Map 3-6-5.1	William Thomas Mossburg	Noble Energy Inc	not less than 1/8	264/196
2	Tax Map 3-6-5.1	Charles W, Jr & Louanna B Conklin	Antero Resources Appalachian Corporation	not less than 1/8	262/630
10	DV016695 Tax Map 3-13-5	Hazel & Paul D Barnes	Consolidated Gas Supply	not less than 1/8	112/397
	DV016695 Tax Map 3-13-5	Hilda H & James W Sweeney	Consolidated Gas Supply	not less than 1/8	112/397
	DV016695 Tax Map 3-13-5	Hester & John B Ferrel	Consolidated Gas Supply	not less than 1/8	112/397

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	DV016695 Tax Map 3-13-5	Hortense H & Paige Bell	Consolidated Gas Supply	not less than 1/8	112/397
	DV016695 Tax Map 3-13-5	Helen & S J Willard	Consolidated Gas Supply	not less than 1/8	112/397
11	Tax Map 3-13-11	Ivaleen Alyce Foreen	Antero Resources Appalachian Corporation	not less than 1/8	263/735 263/741
		Donna Jean & John N Krutilla	Antero Resources Appalachian Corporation	not less than 1/8	263/743 263/745
		Lisa Michelle McDonnell	Antero Resources Appalachian Corporation	not less than 1/8	263/737 263/739
		Haught Family Trust	Whittle Corporation	not less than 1/8	258/727
		Timothy W Owings	CNX Gas Company LLC	not less than 1/8	260/216
		Mark L Owings	CNX Gas Company LLC	not less than 1/8	260/204
		Blauser Asset Management	CNX Gas Company LLC	not less than 1/8	263/324
		Dores D Sr & Dianna J McDonnell	CNX Gas Company LLC	not less than 1/8	262/809
		Maynard D & Joyce M McDonnell	CNX Gas Company LLC	not less than 1/8	262/798
		Erika K & Dustin G Ward	CNX Gas Company LLC	not less than 1/8	259/911
		Martha H Owings	CNX Gas Company LLC	not less than 1/8	259/917 260/844
		Dewytha Jane McDonnell	CNX Gas Company LLC	not less than 1/8	262/786
		Patrick Dewitt McDonnell	CNX Gas Company LLC	not less than 1/8	262/792
		Doren Dewight McDonnell	CNX Gas Company LLC	not less than 1/8	262/804
	Q077891001	Charlotte L Moss	Noble Energy Inc	not less than 1/8	Memorandum attached
	Q077891002	James W Marks	Noble Energy Inc	not less than 1/8	Memorandum attached
	Q077891003	John T Welch	Noble Energy Inc	not less than 1/8	Memorandum attached
	Q077891004	Thomas E & Amanda T Marks	Noble Energy Inc	not less than 1/8	Memorandum attached
	Q077891005	Terry L Smith	Noble Energy Inc	not less than 1/8	Memorandum attached



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	Q077891006	Randy Smith	Noble Energy Inc	not less than 1/8	Memorandum attached
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<b>PEN 2 BHS</b>	<b>LEASEHOLD CHAIN OF TITLE</b>			
<b>ITEM NUMBER</b>	<b>GRANTOR/LESSOR</b>	<b>GRANTEE/LESSEE</b>	<b>ROYALTY</b>	<b>BOOK/PAGE</b>
1	CNG Development Company	CNG Producing Company	0%	Merger
	CNG Producing Company	Dominion Exploration & Production Inc	0%	Name Change
	Dominion Exploration & Production Inc	Dominion Transmission Inc	0%	251/621
	Dominion Transmission Inc	Consol Energy Holdings LLC XVI	0%	251/648
	Consol Energy Holdings LLC XVI	Consol Gas Company	0%	Merger
	CNX Gas Company LLC	Noble Energy Inc	0%	254/811
2	Antero Resources Appalachian Corporation	Noble Energy Inc	0%	Memorandum attached
3, 4, 5, 6, 7	Bluestone Energy Partners	BEP Merger Sub LP	0%	Merger 6/589
	BEP Merger Sub LP	Antero Resources Bluestone LLC	0%	Merger 6/589
	Antero Resources Bluestone LLC	Noble Energy Inc	0%	Memorandum attached
9	Dominion Exploration & Production Co	Dominion Transmission Inc	0%	251/621
	Dominion Transmission Inc	Consol Gas Company	0%	Merger 6/634
	Consol Gas Company	CNX Gas Company	0%	Merger
	CNX Gas Company	Noble Energy Inc	0%	254/811
10	Consolidated Gas Supply Corp	Consolidated Gas Transmission Corp	0%	169/756
	Consolidated Gas Transmission Corp	CNG Transmission Inc	0%	Name Change
	CNG Transmission Corp	Dominion Transmission Inc	0%	Name Change
	Dominion Transmission Inc	CONSOL Energy Holdings LLC XVI	0%	251/648
	Consol Energy Holdings LLC XVI	Consol Energy Holdings LLC VI	0%	Merger
	Consol Energy Holdings LLC VI	CNX Gas Company LLC	0%	Merger
	CNX Gas Company LLC	Noble Energy Inc	0%	254/811
11	Whittle Corporation	Antero Resources Appalachian Corporation	0%	259/58
	Antero Resources Appalachian Corporation	Noble Energy Inc	0%	Memorandum attached
	CNX Gas Company LLC	Noble Energy Inc	0%	254/811



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12	Key Oil Company	Antero Resources Appalachian Corporation	0%	258/509
	Antero Resources Appalachian Corporation	Noble Energy Inc	0%	

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	DV016695 Tax Map 3-13-5	Hortense H & Paige Bell	Consolidated Gas Supply	not less than 1/8	112/397
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		Erika K & Dustin G Ward	CNX Gas Company LLC	not less than 1/8	259/911
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		Dewytha Jane McDonnell	CNX Gas Company LLC	not less than 1/8	262/786
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		Doren Dewight McDonnell	CNX Gas Company LLC	not less than 1/8	262/804
	Q077891001	Charlotte L Moss	Noble Energy Inc	not less than 1/8	267/980
	Q077891002	James W Marks	Noble Energy Inc	not less than 1/8	267/976
	Q077891003	John T Welch	Noble Energy Inc	not less than 1/8	267/978
	Q077891004	Thomas E & Amanda T Marks	Noble Energy Inc	not less than 1/8	267/974
	Q077891005	Terry L Smith	Noble Energy Inc	not less than 1/8	Memorandum attached
	Q077891006	Randy Smith	Noble Energy Inc	not less than 1/8	Memorandum attached



## PARTIAL TERM ASSIGNMENT OF OIL AND GAS LEASES

**THIS PARTIAL TERM ASSIGNMENT OF OIL AND GAS LEASES** (this "Assignment"), made and effective as of September 19, 2013, by and among **Antero Resources Corporation**, a Delaware corporation, whose address is, 1625 17<sup>th</sup> Street, Denver, Colorado 80202 (hereinafter called "Assignor"), and **CNX Gas Company LLC**, a Virginia limited liability company, whose address is 1000 CONSOL Energy Drive, Canonsburg, Pennsylvania 15317 ("CNX"), and **Noble Energy, Inc.**, a Delaware corporation, whose address is 333 Technology Drive, Suite 116, Canonsburg, Pennsylvania 15317 ("Noble" and, together with CNX, "Assignees" and each, and "Assignee"). Assignor and Assignees are collectively referred to herein as the "Parties" and each of Assignor and Assignees are sometimes referred to herein individually as a "Party."

**WHEREAS**, Assignor is the lessee of oil and gas rights in and to those certain tracts of land located in Ritchie County, West Virginia, more particularly described on **Exhibit "A"** attached hereto and made a part hereof (collectively, the "Leases"); and

**WHEREAS**, Assignor desires to assign certain rights under the Leases, as more particularly described in this Assignment *but only as to* (i) the portion of said Leases that is depicted in dot pattern on the map included as **Exhibit "A-1"**; said dot pattern portion of the lease assigned hereby is hereinafter referred to as the "Conveyed Acreage"; the portion of said Leases that is depicted in cross-hatched pattern on Exhibit A-1 is not being conveyed or assigned by this assignment and is referred to herein as the "Previously Conveyed Portion of the Lease".

**NOW, THEREFORE**, for and in consideration of Ten Dollars (\$10.00) and other valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Assignor does hereby GRANT, TRANSFER, ASSIGN and CONVEY unto CNX an undivided fifty percent (50%) and Noble an undivided fifty percent (50%) of the following (the "Leasehold Rights"): (a) all of Assignor's right, title and interest in and to those portions of the Conveyed Portion of the Leases **INSOFAR AND ONLY INSOFAR** as such Conveyed Portion of the Leases cover those depths and formations from the top stratigraphic equivalent of the Burkett formation (as seen by DEPI # 14815 well, Barbour County, West Virginia, API number 47-001-02850), at a depth of 7,350'MD through to and ending at the top of the Onondaga formation at 7,710'MD (such depths and formations, the "Target Formations"), (b) all rights granted under such Leases to the extent relating to, or necessary in connection with, the ownership and operation of the Target Formations, including, without limitation, non-exclusive access rights and rights to install pipelines.

The term "Retained Rights" as used herein shall mean (a) any and all existing oil and/or gas wells currently on the premises, together with any future wells drilled on the premises to produce formations other than the Target Formations; (b) all of the Leases insofar and only insofar as such Leases cover depths and formations other than the Target Formations (such depths and formations, the "Retained Formations"); (c) all rights granted under such Leases to the extent relating to, or necessary in connection with, the ownership and operation of the Retained Formations, including, without limitation, non-exclusive access rights, and rights to install pipelines; and (d) any other rights, properties or interests relating to, or necessary in



connection with, the ownership and operation of the Retained Formations. Notwithstanding the foregoing, the rights granted under this Assignment shall specifically include the right to penetrate and drill through the shallower oil and gas formations in order to drill and produce the Leasehold Rights.

This Assignment is further made subject to the following:

1. **Term.** This Assignment shall continue in force for ten (10) years from the date hereof until September 19, 2023, (the "Primary Term"), and the rights granted hereunder be quietly enjoyed by Assignees for the entire primary term and so much longer thereafter as oil, or gas, or their constituents are produced from the Target Formations or from land(s) pooled therewith, and in paying quantities, in the judgment of Assignees, or as the Target Formations shall be operated continuously by Assignees in the search for oil and gas from the Target Formations. (the "Secondary Term"). This Assignment, however, shall become null and void and all rights of Assignees shall cease and terminate and automatically revert to Assignor unless, prior to the expiration of the Primary Term, a well shall be Commenced from or within the Target Formations. A well shall be "Commenced" when preparations for drilling have been commenced prior to the expiration of the Primary Term and Assignees continuously and diligently thereafter pursue completion of such well, provided that any such well must be completed within one hundred eighty (180) days of the expiration of the Primary Term.
2. **Pugh Clause:** Subject to the one hundred eighty (180) day allowance for Commenced wells, production from any well or wells drilled on the lands secured by the Leasehold Rights shall maintain this Assignment beyond the Primary Term only as to that portion or those portions of lands secured by the Leasehold Rights that are consolidated, pooled or unitized with other land so as to form a unit for development and production of oil and gas. At the expiration of the Primary Term, this Assignment and all rights, titles and interests assigned by it shall terminate as to all non-pooled acreage and subsurface depths as provided for herein unless said non-pooled acreage is maintained by other provisions of this Assignment. Upon termination of this Assignment, Assignees shall assign to Assignor all of Assignees' interest in those lands or portions of lands secured by the Leasehold Rights but not maintained by this Assignment.
3. **Transfer Taxes / Recording Fees.** Assignees agree to pay all filing, recording and transfer fees, documentary stamps or excise taxes in connection with the filing and recording of this Assignment, and all fees imposed by any state or federal agency in connection with this transfer.
4. **No Interference.** The Parties understand that each Party may have existing or future wells, pipelines and access roads located on or under the lands covered by the Leases, and no Party shall unreasonably interfere with or impede the operations of the other Party under the Leases. Upon request by a Party, the other Party may, at its sole option, permit such requesting Party the right to utilize any

existing well pads and other surface facilities (other than pipelines or gathering systems) on such Leases of such non-requesting Party. Should such requesting Party be granted such utilization rights, such requesting Party agrees to make repairs for any damage to and to share in the cost of maintenance of any shared facilities for so long as the requesting Party continues to share such facilities with the non-requesting Party.

5. **Reasonable Accommodation.** The Parties jointly acknowledge and agree that they both are entitled to develop their respective interests in the Leases. Whenever the Parties are drilling, operating or maintaining wells on the Leases at the same time, then the Parties shall cooperate with each other in a reasonable commercial manner so that such parallel activities can be accommodated.
6. **Lease Operations and Effect.** Each of the Parties agree not to amend, breach, default or (subject, however, to Section 11 below) cause the termination of the terms of the Leases and to comply, in all material respects, with the terms of the Leases.
7. **Surface Use.** To the extent that each Party is not restricted from granting such access, each Party shall have the right to use any access roads constructed by the other Party for the non-constructing Party's oil and gas operations related to its operations upon the Leases. The non-constructing Party shall indemnify the other Party from any claims, damages or injuries that arise from such non-constructing Party's or its representatives' or contractors' use of such access roads, and each Party, for so long as such access roads are used jointly by the Parties, shall (a) promptly repair any and all damages that such Party or its representatives or contractors may cause to such access roads; and (b) participate in the further maintenance of such access roads.
8. **Indemnifications.**
  - (a) Neither Party shall have any control over the drilling, testing, completing or other operations of the other Party upon the Leases and each Party shall be responsible for all costs and expenses incurred by such Party in connection with such operations including, without limitation, the proper payment of royalties, overriding royalties, and similar burdens on production. Each Party (an "Indemnifying Party") shall defend, indemnify and hold the other Party, its equity holders, officers, directors, employees, agents, contractors, subcontractors, subsidiaries, and joint venture partners (all of such persons and entities, the "Indemnified Party") harmless from and against all claims, losses, damages, expenses, causes of action or lawsuits of every kind and character, including, without limitation, those lawsuits and/or claims brought by such Indemnifying Party's contractors, sub-contractors or the employees thereof, or such Indemnifying Party's employees, or any lessor or land owner associated with the Leases, or any other third party, arising out of or resulting from such Indemnifying Party's operations related in any way to the Leases and with respect to the proper payment of royalties. Each Party shall keep the lands covered by the



Leases, such Party's wells, and all permanently installed equipment used in connection with such operations free and clear of all liens for delinquent monies.

(b) Each Indemnifying Party shall additionally assume all liability for and defend, indemnify and hold each Indemnified Party harmless from and against any penalty, loss, injury or damage arising from pollution, contamination or environmental damage of any kind, which arises out of or results from such Indemnifying Party's or its contractors' or subcontractors' operations, including, without limitation, spills of materials such as fuels, lubricants, motor oils, pipe dope, paints and garbage, and such Indemnifying Party shall control and remove such pollution or contamination.

9. **Warranty of Title.** Assignor has not and does not make any warranty to the leased premises, whether express, implied or statutory. The leasehold rights are conveyed to Assignees "As-Is, Where-Is" with all faults and without recourse to Assignor. This Assignment is made subject and subordinate to (i) all instruments of title or other documents of record and (ii) all reservations, restrictions and conditions contained or referred to in prior deeds, leases, licenses, easements, rights of way, encumbrances, pledges, instruments, and other title documents of record affecting or pertaining to the leased premises. Assignees expressly assume the obligation in determining the sufficiency of the title of Assignor to the leased premises granted hereunder, and further releases Assignor for any liability with respect to any failure of title.
10. **Notice of Abandonment.** In the event that (a) in the case of Assignees, any well drilled by or on behalf of Assignees on lands covered by the Leasehold Rights (or lands pooled therewith) is not capable of producing oil and/or gas in paying quantities or a producing well ceases to produce oil and/or gas in paying quantities, or (b) in the case of Assignor, any well drilled by or on behalf of Assignor on the lands covered by the Leases (or lands pooled therewith) is not capable of producing oil and/or gas in paying quantities and there are no other wells capable of production in paying quantities on the respective Lease (or lands pooled therewith), or a producing well ceases to produce oil and/or gas in paying quantities and such well is the only well capable of production in paying quantities on the respective Lease (or lands pooled therewith) (in either case, Assignees or Assignor, as applicable, being an "Abandoning Party"), and such Abandoning Party desires to plug and abandon such well, then such Abandoning Party shall provide written notice (or if during the drilling of such well, oral notice) (any such notice, the "Abandonment Notice") to the non-abandoning Party at least thirty (30) days (or, if during the drilling of such well, twenty-four (24) hours) prior to the anticipated plugging and abandonment of such well in order to permit such non-abandoning Party the option, in its sole discretion, to take over operation of such well. In the event that such non-abandoning Party desires to take over the operation of such well, then such non-abandoning Party shall provide written notice (or, if during the drilling of such well, oral notice) (the "Take Over Notice") to the Abandoning Party within thirty (30) days (or, if during the drilling of such well, twenty-four (24) hours) of receiving such

Abandonment Notice applicable thereto. Promptly following such receipt of such Take Over Notice, such Abandoning Party shall assign to such non-abandoning Party, free and clear of all encumbrances created by such Abandoning Party, all of its right, title and interest in such well pursuant to a mutually agreeable form of assignment containing no warranties except for a special warranty of title by, through and under the Abandoning Party. If a non-abandoning Party takes over the operations of any such well, then such non-abandoning Party agrees to plug and abandon such well and reclaim, restore and clean up the drillsite location and access routes associated therewith in accordance with all applicable rules, regulations and laws and the terms of the applicable Lease. If such non-abandoning Party does not elect to take over the operations of such well within the time period specified, then the Abandoning Party agrees to plug and abandon such well and reclaim, restore and clean up the drillsite location and access routes associated therewith in accordance with all applicable rules, regulations and laws and the terms of the applicable Lease. All oral notices provided under this Section 11 shall be followed with written notice as soon as reasonably practicable. All written notices shall be mailed to the addresses for the Parties as reflected on the first page.

11. **Assignment Notice.** An Assignee shall notify Assignor in writing if such Assignee assigns all or a portion of its Leasehold Rights to a third party. Provided, however, that notification shall not be required in the event of an assignment by an Assignee: (a) to an affiliate, subsidiary, or internal partners; (b) in consequence of a merger or amalgamation; or (c) of all or substantially all of its assets to a third party.
12. **Third Party Beneficiaries.** Nothing contained herein is intended or shall be deemed to create or confer any rights upon any third person not a party hereto, whether as a third party beneficiary or otherwise, except as expressly provided herein; nor shall anything contained herein be construed to create any partnership, agency, joint venture or like relationship between Assignees and Assignor.
13. **Further Assurances.** Assignor and Assignees agree to take such further actions and to execute, acknowledge and deliver all such further documents as are reasonably requested by the other Party for carrying out the purposes of this Assignment.
14. **Binding Effect.** This Assignment shall extend and inure to the benefit of Assignor and Assignees and their respective successors or assigns.
15. **Counterparts.** This Assignment may be executed in counterparts, each of which shall be deemed an original instrument, but all such counterparts together shall constitute but one agreement.

Abandonment Notice applicable thereto. Promptly following such receipt of such Take Over Notice, such Abandoning Party shall assign to such non-abandoning Party, free and clear of all encumbrances created by such Abandoning Party, all of its right, title and interest in such well pursuant to a mutually agreeable form of assignment containing no warranties except for a special warranty of title by, through and under the Abandoning Party. If a non-abandoning Party takes over the operations of any such well, then such non-abandoning Party agrees to plug and abandon such well and reclaim, restore and clean up the drillsite location and access routes associated therewith in accordance with all applicable rules, regulations and laws and the terms of the applicable Lease. If such non-abandoning Party does not elect to take over the operations of such well within the time period specified, then the Abandoning Party agrees to plug and abandon such well and reclaim, restore and clean up the drillsite location and access routes associated therewith in accordance with all applicable rules, regulations and laws and the terms of the applicable Lease. All oral notices provided under this Section 11 shall be followed with written notice as soon as reasonably practicable. All written notices shall be mailed to the addresses for the Parties as reflected on the first page.

11. **Assignment Notice.** An Assignee shall notify Assignor in writing if such Assignee assigns all or a portion of its Leasehold Rights to a third party. Provided, however, that notification shall not be required in the event of an assignment by an Assignee: (a) to an affiliate, subsidiary, or internal partners; (b) in consequence of a merger or amalgamation; or (c) of all or substantially all of its assets to a third party.
12. **Third Party Beneficiaries.** Nothing contained herein is intended or shall be deemed to create or confer any rights upon any third person not a party hereto, whether as a third party beneficiary or otherwise, except as expressly provided herein; nor shall anything contained herein be construed to create any partnership, agency, joint venture or like relationship between Assignees and Assignor.
13. **Further Assurances.** Assignor and Assignees agree to take such further actions and to execute, acknowledge and deliver all such further documents as are reasonably requested by the other Party for carrying out the purposes of this Assignment.
14. **Binding Effect.** This Assignment shall extend and inure to the benefit of Assignor and Assignees and their respective successors or assigns.
15. **Counterparts.** This Assignment may be executed in counterparts, each of which shall be deemed an original instrument, but all such counterparts together shall constitute but one agreement.





IN WITNESS WHEREOF, the Parties have caused this Assignment to be effective as of the date first set forth above.

**ASSIGNOR:**

WITNESSED BY:

ANTERO RESOURCES CORPORATION

Name: \_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

**ASSIGNEE:**

WITNESSED BY:

CNX GAS COMPANY, LLC

Name: \_\_\_\_\_

By: Richard K. E. [Signature] DWA

Name: \_\_\_\_\_

Title: Vice President

**ASSIGNEE:**

WITNESSED BY:

NOBLE ENERGY, INC.

Name: \_\_\_\_\_

By: [Signature]

Name: \_\_\_\_\_

Title: Mark A. Acree

Attorney in Fact

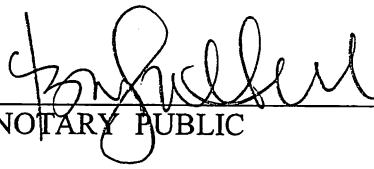
DWA

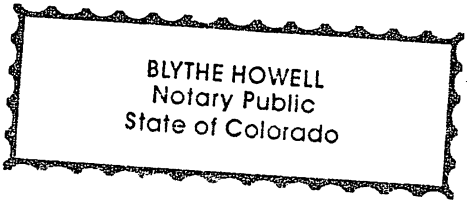
STATE OF CO

COUNTY OF Danver

BE IT KNOWN, that on this <sup>19</sup>18th day of November, 2013, before me, the undersigned authority, personally came and appeared Brian A. Kuhn, appearing herein in his capacity as Vice President – Land of **Antero Resources Corporation**, to me personally known to be the identical person whose name is subscribed to the foregoing instrument as the said officer of said corporation, and declared and acknowledged to me, Notary, that he executed the same on behalf of said corporation with full authority of its Board of Directors, and that the said instrument is the free act and deed of the said corporation and was executed for the uses, purposes and benefits therein expressed.

My Commission Expires: 4/15/14

  
\_\_\_\_\_  
NOTARY PUBLIC



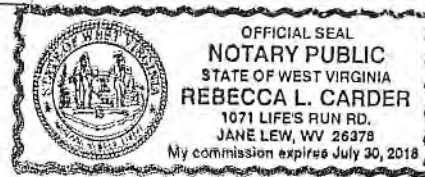


STATE OF West Virginia  
COUNTY OF Lewis

BE IT KNOWN, that on this 12<sup>th</sup> day of December, 2013, before me, the undersigned authority, personally came and appeared Richard K. Hsuick appearing herein in his capacity as Vice President of **CNX Gas Company LLC**, to me personally known to be the identical person whose name is subscribed to the foregoing instrument as the said officer of said corporation, and declared and acknowledged to me, Notary, that he executed the same on behalf of said limited liability company with full authority of its Board of Directors, and that the said instrument is the free act and deed of the said limited liability company and was executed for the uses, purposes and benefits therein expressed.

My Commission Expires: July 30, 2018

Rebecca L. Carder  
NOTARY PUBLIC

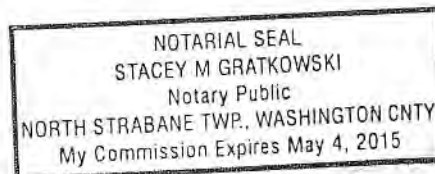


~~Commonwealth~~  
~~STATE OF~~ Pennsylvania  
COUNTY OF Washington

BE IT KNOWN, that on this 19 day of November, 2013, before me, the undersigned authority, personally came and appeared Mark A. Acree appearing herein in his capacity as Attorney In Fact of **Noble Energy, Inc.**, to me personally known to be the identical person whose name is subscribed to the foregoing instrument as the said officer of said corporation, and declared and acknowledged to me, Notary, that he executed the same on behalf of said corporation with full authority of its Board of Directors, and that the said instrument is the free act and deed of the said corporation and was executed for the uses, purposes and benefits therein expressed.

My Commission Expires: 5-4-15

Stacey M. Gratkowski  
NOTARY PUBLIC



Prepared by: Noble Energy, Inc. 333 Technology Drive, Suite 116, Canonsburg, Pennsylvania 15317

**Exhibit A**

**Leases**

<b>Lessor</b>	<b>Lease Date</b>	<b>BK</b>	<b>PG</b>	<b>Gross Acres</b>	<b>Conveyed Acres</b>	<b>County</b>	<b>District</b>
Charles & Louanna Conklin	2/28/2013	262	630	359	123.85	Ritchie	Clay

**End of Exhibit A**

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10068

MOD

PARTIAL TERM ASSIGNMENT OF OIL AND GAS LEASES

**THIS PARTIAL TERM ASSIGNMENT OF OIL AND GAS LEASES** (this "Assignment"), made and effective as of November 18, 2013, by and among **Antero Resources Corporation**, a Delaware corporation, whose address is, 1625 17<sup>th</sup> Street, Denver, Colorado 80202 (hereinafter called "Assignor"), and **CNX Gas Company LLC**, a Virginia limited liability company, whose address is 1000 CONSOL Energy Drive, Canonsburg, Pennsylvania 15317 ("CNX"), and **Noble Energy, Inc.**, a Delaware corporation, whose address is 333 Technology Drive, Suite 116, Canonsburg, Pennsylvania 15317 ("Noble" and, together with CNX, "Assignees" and each, and "Assignee"). Assignor and Assignees are collectively referred to herein as the "Parties" and each of Assignor and Assignees are sometimes referred to herein individually as a "Party."

**WHEREAS**, Assignor is the lessee of oil and gas rights in and to those certain tracts of land located in Ritchie County, West Virginia, more particularly described on **Exhibit "A"** attached hereto and made a part hereof (collectively, the "Leases"); and

**WHEREAS**, Assignor desires to assign certain rights under the Leases, as more particularly described in this Assignment *but only as to* (i) the portion of said Leases that is depicted in dot pattern on the map included as **Exhibit "A-1", Exhibit "A-2", Exhibit "A-3", Exhibit "A-4", Exhibit "A-5", Exhibit "A-6"**; said dot pattern portion of the lease assigned hereby is hereinafter referred to as the "Conveyed Portion of the Leases"; the portion of said Leases that is depicted in cross-hatched pattern on Exhibit A-1, A-2, A-3, A-4, A-5, A-6 is not being conveyed or assigned by this assignment and is referred to herein as the "Retained Portion of the Lease".

**NOW, THEREFORE**, for and in consideration of Ten Dollars (\$10.00) and other valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Assignor does hereby GRANT, TRANSFER, ASSIGN and CONVEY unto CNX an undivided fifty percent (50%) and Noble an undivided fifty percent (50%) of the following (the "Leasehold Rights"): (a) all of Assignor's right, title and interest in and to those portions of the Conveyed Portion of the Leases **INSOFAR AND ONLY INSOFAR** as such Conveyed Portion of the Leases cover those depths and formations from the top stratigraphic equivalent of the Burkett formation (as seen by DEPI # 14815 well, Barbour County, West Virginia, API number 47-001-02850), at a depth of 7,350'MD through to and ending at the top of the Onondaga formation at 7,710'MD (such depths and formations, the "Target Formations"), (b) all rights granted under such Leases to the extent relating to, or necessary in connection with, the ownership and operation of the Target Formations, including, without limitation, non-exclusive access rights and rights to install pipelines.

The term "Retained Rights" as used herein shall mean (a) any and all existing oil and/or gas wells currently on the premises, together with any future wells drilled on the premises to produce formations other than the Target Formations; (b) all of the Leases insofar and only insofar as such Leases cover depths and formations other than the Target Formations (such depths and formations, the "Retained Formations"); (c) all rights granted under such Leases to the extent relating to, or necessary in connection with, the ownership and operation of the

Retained Formations, including, without limitation, non-exclusive access rights, and rights to install pipelines; and (d) any other rights, properties or interests relating to, or necessary in connection with, the ownership and operation of the Retained Formations. Notwithstanding the foregoing, the rights granted under this Assignment shall specifically include the right to penetrate and drill through the shallower oil and gas formations in order to drill and produce the Leasehold Rights.

This Assignment is further made subject to the following:

1. **Term.** This Assignment shall continue in force for ten (10) years from the date hereof until November 18, 2023, (the "Primary Term"), and the rights granted hereunder be quietly enjoyed by Assignees for the entire primary term and so much longer thereafter as oil, or gas, or their constituents are produced from the Target Formations or from land(s) pooled therewith, and in paying quantities, in the judgment of Assignees, or as the Target Formations shall be operated continuously by Assignees in the search for oil and gas from the Target Formations. (the "Secondary Term"). This Assignment, however, shall become null and void and all rights of Assignees shall cease and terminate and automatically revert to Assignor unless, prior to the expiration of the Primary Term, a well shall be Commenced from or within the Target Formations. A well shall be "Commenced" when preparations for drilling have been commenced prior to the expiration of the Primary Term and Assignees continuously and diligently thereafter pursue completion of such well, provided that any such well must be completed within one hundred eighty (180) days of the expiration of the Primary Term.
2. **Pugh Clause:** Subject to the one hundred eighty (180) day allowance for Commenced wells, production from any well or wells drilled on the lands secured by the Leasehold Rights shall maintain this Assignment beyond the Primary Term only as to that portion or those portions of lands secured by the Leasehold Rights that are consolidated, pooled or unitized with other land so as to form a unit for development and production of oil and gas. At the expiration of the Primary Term, this Assignment and all rights, titles and interests assigned by it shall terminate as to all non-pooled acreage and subsurface depths as provided for herein unless said non-pooled acreage is maintained by other provisions of this Assignment. Upon termination of this Assignment, Assignees shall assign to Assignor all of Assignees' interest in those lands or portions of lands secured by the Leasehold Rights but not maintained by this Assignment.
3. **Transfer Taxes / Recording Fees.** Assignees agree to pay all filing, recording and transfer fees, documentary stamps or excise taxes in connection with the filing and recording of this Assignment, and all fees imposed by any state or federal agency in connection with this transfer.
4. **No Interference.** The Parties understand that each Party may have existing or future wells, pipelines and access roads located on or under the lands covered by the Leases, and no Party shall unreasonably interfere with or impede the

operations of the other Party under the Leases. Upon request by a Party, the other Party may, at its sole option, permit such requesting Party the right to utilize any existing well pads and other surface facilities (other than pipelines or gathering systems) on such Leases of such non-requesting Party. Should such requesting Party be granted such utilization rights, such requesting Party agrees to make repairs for any damage to and to share in the cost of maintenance of any shared facilities for so long as the requesting Party continues to share such facilities with the non-requesting Party.

5. **Reasonable Accommodation.** The Parties jointly acknowledge and agree that they both are entitled to develop their respective interests in the Leases. Whenever the Parties are drilling, operating or maintaining wells on the Leases at the same time, then the Parties shall cooperate with each other in a reasonable commercial manner so that such parallel activities can be accommodated.
6. **Lease Operations and Effect.** Each of the Parties agree not to amend, breach, default or (subject, however, to Section 11 below) cause the termination of the terms of the Leases and to comply, in all material respects, with the terms of the Leases.
7. **Surface Use.** To the extent that each Party is not restricted from granting such access, each Party shall have the right to use any access roads constructed by the other Party for the non-constructing Party's oil and gas operations related to its operations upon the Leases. The non-constructing Party shall indemnify the other Party from any claims, damages or injuries that arise from such non-constructing Party's or its representatives' or contractors' use of such access roads, and each Party, for so long as such access roads are used jointly by the Parties, shall (a) promptly repair any and all damages that such Party or its representatives or contractors may cause to such access roads; and (b) participate in the further maintenance of such access roads.
8. **Indemnifications.**
  - (a) Neither Party shall have any control over the drilling, testing, completing or other operations of the other Party upon the Leases and each Party shall be responsible for all costs and expenses incurred by such Party in connection with such operations including, without limitation, the proper payment of royalties, overriding royalties, and similar burdens on production. Each Party (an "Indemnifying Party") shall defend, indemnify and hold the other Party, its equity holders, officers, directors, employees, agents, contractors, subcontractors, subsidiaries, and joint venture partners (all of such persons and entities, the "Indemnified Party") harmless from and against all claims, losses, damages, expenses, causes of action or lawsuits of every kind and character, including, without limitation, those lawsuits and/or claims brought by such Indemnifying Party's contractors, sub-contractors or the employees thereof, or such Indemnifying Party's employees, or any lessor or land owner associated with the Leases, or any other third party, arising out of or resulting from such



Indemnifying Party's operations related in any way to the Leases and with respect to the proper payment of royalties. Each Party shall keep the lands covered by the Leases, such Party's wells, and all permanently installed equipment used in connection with such operations free and clear of all liens for delinquent monies.

(b) Each Indemnifying Party shall additionally assume all liability for and defend, indemnify and hold each Indemnified Party harmless from and against any penalty, loss, injury or damage arising from pollution, contamination or environmental damage of any kind, which arises out of or results from such Indemnifying Party's or its contractors' or subcontractors' operations, including, without limitation, spills of materials such as fuels, lubricants, motor oils, pipe dope, paints and garbage, and such Indemnifying Party shall control and remove such pollution or contamination.

9. **Warranty of Title.** Assignor has not and does not make any warranty to the leased premises, whether express, implied or statutory. The leasehold rights are conveyed to Assignees "As-Is, Where-Is" with all faults and without recourse to Assignor. This Assignment is made subject and subordinate to (i) all instruments of title or other documents of record and (ii) all reservations, restrictions and conditions contained or referred to in prior deeds, leases, licenses, easements, rights of way, encumbrances, pledges, instruments, and other title documents of record affecting or pertaining to the leased premises. Assignees expressly assume the obligation in determining the sufficiency of the title of Assignor to the leased premises granted hereunder, and further releases Assignor for any liability with respect to any failure of title.
10. **Notice of Abandonment.** In the event that (a) in the case of Assignees, any well drilled by or on behalf of Assignees on lands covered by the Leasehold Rights (or lands pooled therewith) is not capable of producing oil and/or gas in paying quantities or a producing well ceases to produce oil and/or gas in paying quantities, or (b) in the case of Assignor, any well drilled by or on behalf of Assignor on the lands covered by the Leases (or lands pooled therewith) is not capable of producing oil and/or gas in paying quantities and there are no other wells capable of production in paying quantities on the respective Lease (or lands pooled therewith), or a producing well ceases to produce oil and/or gas in paying quantities and such well is the only well capable of production in paying quantities on the respective Lease (or lands pooled therewith) (in either case, Assignees or Assignor, as applicable, being an "Abandoning Party"), and such Abandoning Party desires to plug and abandon such well, then such Abandoning Party shall provide written notice (or if during the drilling of such well, oral notice) (any such notice, the "Abandonment Notice") to the non-abandoning Party at least thirty (30) days (or, if during the drilling of such well, twenty-four (24) hours) prior to the anticipated plugging and abandonment of such well in order to permit such non-abandoning Party the option, in its sole discretion, to take over operation of such well. In the event that such non-abandoning Party desires to take over the operation of such well, then such non-abandoning Party shall provide written notice (or, if during the drilling of such well, oral notice) (the

“Take Over Notice”) to the Abandoning Party within thirty (30) days (or, if during the drilling of such well, twenty-four (24) hours) of receiving such Abandonment Notice applicable thereto. Promptly following such receipt of such Take Over Notice, such Abandoning Party shall assign to such non-abandoning Party, free and clear of all encumbrances created by such Abandoning Party, all of its right, title and interest in such well pursuant to a mutually agreeable form of assignment containing no warranties except for a special warranty of title by, through and under the Abandoning Party. If a non-abandoning Party takes over the operations of any such well, then such non-abandoning Party agrees to plug and abandon such well and reclaim, restore and clean up the drillsite location and access routes associated therewith in accordance with all applicable rules, regulations and laws and the terms of the applicable Lease. If such non-abandoning Party does not elect to take over the operations of such well within the time period specified, then the Abandoning Party agrees to plug and abandon such well and reclaim, restore and clean up the drillsite location and access routes associated therewith in accordance with all applicable rules, regulations and laws and the terms of the applicable Lease. All oral notices provided under this Section 11 shall be followed with written notice as soon as reasonably practicable. All written notices shall be mailed to the addresses for the Parties as reflected on the first page.

11. **Assignment Notice.** An Assignee shall notify Assignor in writing if such Assignee assigns all or a portion of its Leasehold Rights to a third party. Provided, however, that notification shall not be required in the event of an assignment by an Assignee: (a) to an affiliate, subsidiary, or internal partners; (b) in consequence of a merger or amalgamation; or (c) of all or substantially all of its assets to a third party.
12. **Third Party Beneficiaries.** Nothing contained herein is intended or shall be deemed to create or confer any rights upon any third person not a party hereto, whether as a third party beneficiary or otherwise, except as expressly provided herein; nor shall anything contained herein be construed to create any partnership, agency, joint venture or like relationship between Assignees and Assignor.
13. **Further Assurances.** Assignor and Assignees agree to take such further actions and to execute, acknowledge and deliver all such further documents as are reasonably requested by the other Party for carrying out the purposes of this Assignment.
14. **Binding Effect.** This Assignment shall extend and inure to the benefit of Assignor and Assignees and their respective successors or assigns.
15. **Counterparts.** This Assignment may be executed in counterparts, each of which shall be deemed an original instrument, but all such counterparts together shall constitute but one agreement.





MOD

IN WITNESS WHEREOF, the Parties have caused this Assignment to be effective as of the date first set forth above.

ASSIGNOR:

WITNESSED BY:

ANTERO RESOURCES CORPORATION

Name: \_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

ASSIGNEE:

WITNESSED BY:

CNX GAS COMPANY, LLC

Name: \_\_\_\_\_

By: Richard K. Edink DWA

Name: \_\_\_\_\_

Title: Vice President

ASSIGNEE:

WITNESSED BY:

NOBLE ENERGY, INC.

Name: \_\_\_\_\_

By: Mark A. Acree JAH

Name: \_\_\_\_\_

Title: Mark A. Acree  
Attorney in Fact

sub

MOD

STATE OF CO

COUNTY OF Denver

BE IT KNOWN, that on this 19th day of November, 2013, before me, the undersigned authority, personally came and appeared Brian A. Kuhn appearing herein in his capacity as Vice President – Land of **Antero Resources Corporation**, to me personally known to be the identical person whose name is subscribed to the foregoing instrument as the said officer of said corporation, and declared and acknowledged to me, Notary, that he executed the same on behalf of said corporation with full authority of its Board of Directors, and that the said instrument is the free act and deed of the said corporation and was executed for the uses, purposes and benefits therein expressed.

My Commission Expires: 4/15/14

[Signature]  
NOTARY PUBLIC

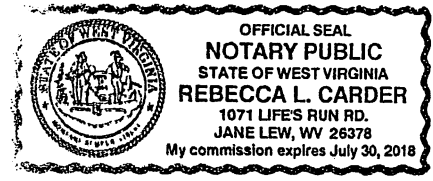


STATE OF West Virginia  
COUNTY OF Lewis

BE IT KNOWN, that on this 12<sup>th</sup> day of December, 2013, before me, the undersigned authority, personally came and appeared Richard K. Elswick appearing herein in his capacity as Vice President of CNX Gas Company LLC, to me personally known to be the identical person whose name is subscribed to the foregoing instrument as the said officer of said corporation, and declared and acknowledged to me, Notary, that he executed the same on behalf of said limited liability company with full authority of its Board of Directors and that the said instrument is the free act and deed of the said limited liability company and was executed for the uses, purposes and benefits therein expressed.

My Commission Expires: July 30, 2018

Rebecca Larder  
NOTARY PUBLIC



Commonwealth  
STATE OF Pennsylvania  
COUNTY OF Washington

BE IT KNOWN, that on this 19 day of November, 2013, before me, the undersigned authority, personally came and appeared Mark A. Preece appearing herein in his capacity as Attorney In Fact of Noble Energy, Inc., to me personally known to be the identical person whose name is subscribed to the foregoing instrument as the said officer of said corporation, and declared and acknowledged to me, Notary, that he executed the same on behalf of said corporation with full authority of its Board of Directors, and that the said instrument is the free act and deed of the said corporation and was executed for the uses, purposes and benefits therein expressed.

My Commission Expires: 5-4-15

Stacey M. Gratkowski  
NOTARY PUBLIC

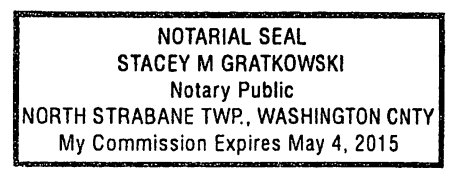


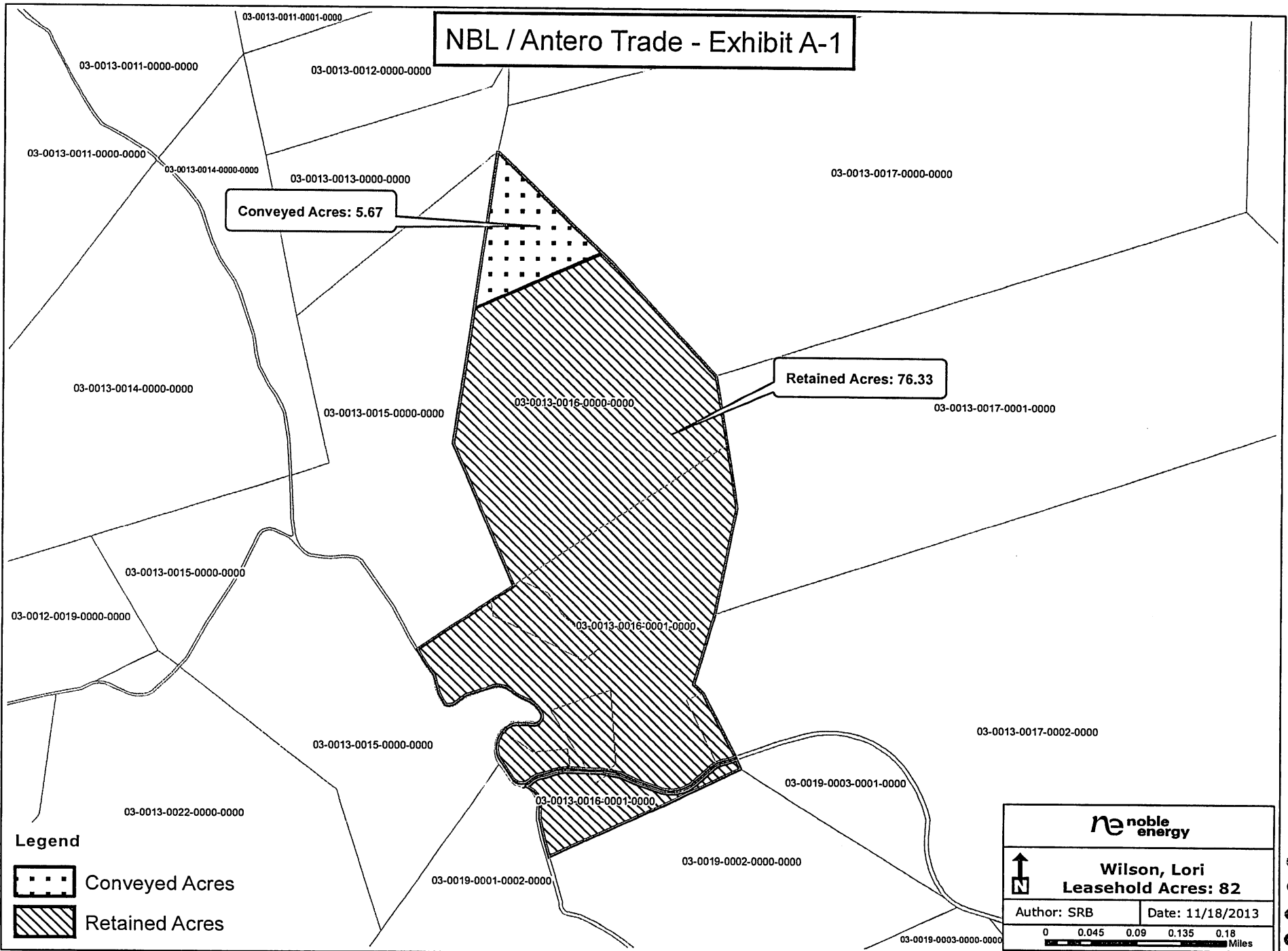


Exhibit A  
 Partial Assignment of Oil and Gas Leases  
 Antero Resources Corporation  
 to  
 CNX Gas Company, LLC and Noble Energy, INC.

Lessor	Lease Date	BK	PG	Gross Ac	Conveyed Gross Acres	County	District	Exhibit
Wilson, Lori L.	9/27/2004	236	979	82	5.67	Ritchie	Clay	A-1
Tallman, Eber	11/13/2001	232	203	100	13.07	Ritchie	Clay	A-2
Tallman, et ux, Charles	11/13/2001	232	201	100	13.07	Ritchie	Clay	A-2
Tallman, Jennings M.	11/13/2001	232	96	100	13.07	Ritchie	Clay	A-2
Appalachian Royalties, Inc.	6/13/2001	231	679	128.89	28.67	Ritchie	Clay	A-3
Columbia Natural Resources, Inc.	2/22/2002	233	69	128.89	28.67	Ritchie	Clay	A-3
Baker, Donzil Leroy, Individually and as AIF	12/21/2012	261	481	140.5	113.98	Ritchie	Clay	A-4
Walnut Investment Co.	10/17/2001	232	98	238	96.30	Ritchie	Clay	A-5
Baker, Donzil Leroy, Individually and as AIF	12/21/2012	261	474	48	21.17	Ritchie	Clay	A-6

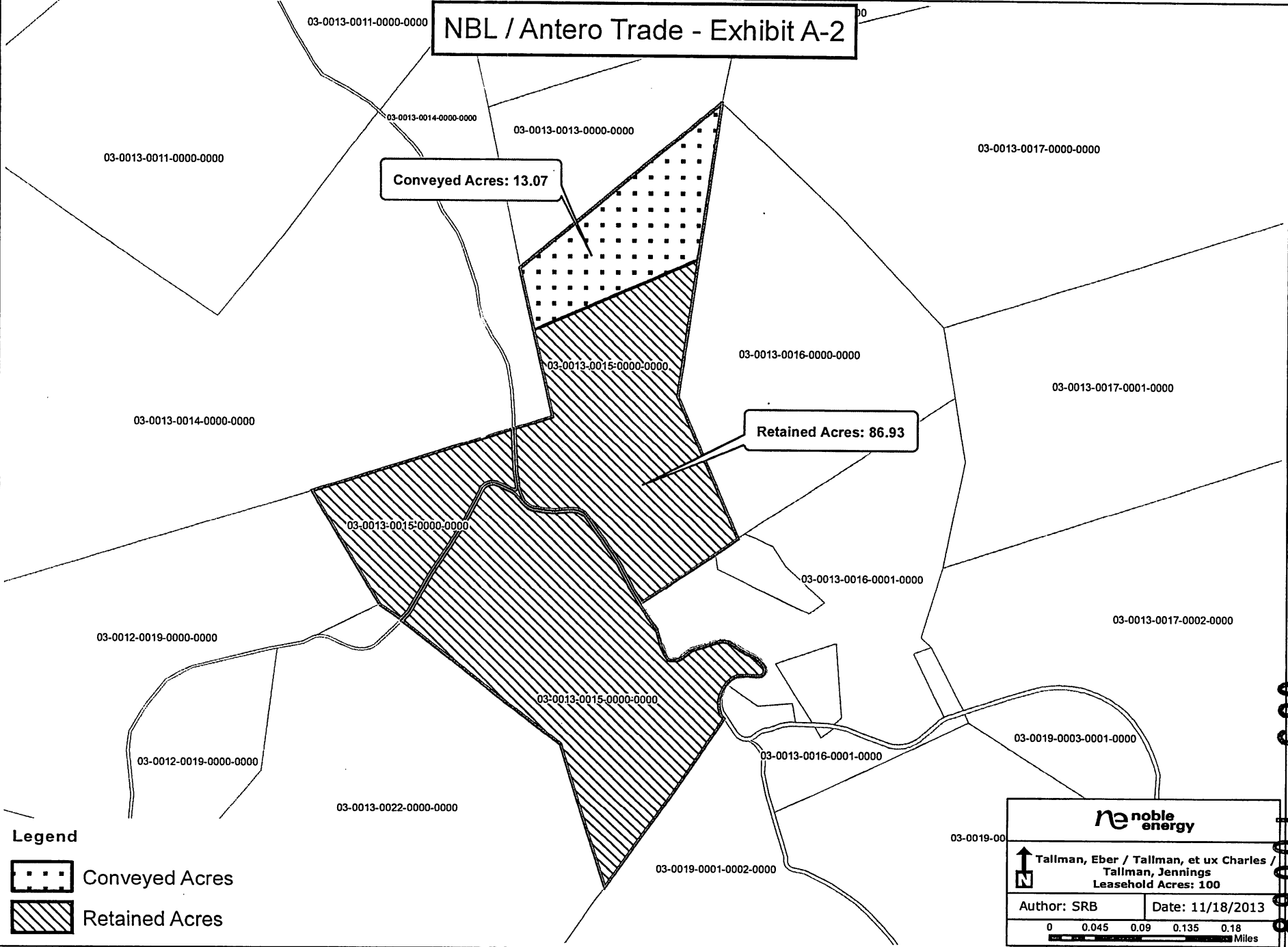
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# NBL / Antero Trade - Exhibit A-1





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# NBL / Antero Trade - Exhibit A-2



**Legend**

-  Conveyed Acres
-  Retained Acres

**noble energy**

Tallman, Eber / Tallman, et ux Charles / Tallman, Jennings  
Leasehold Acres: 100

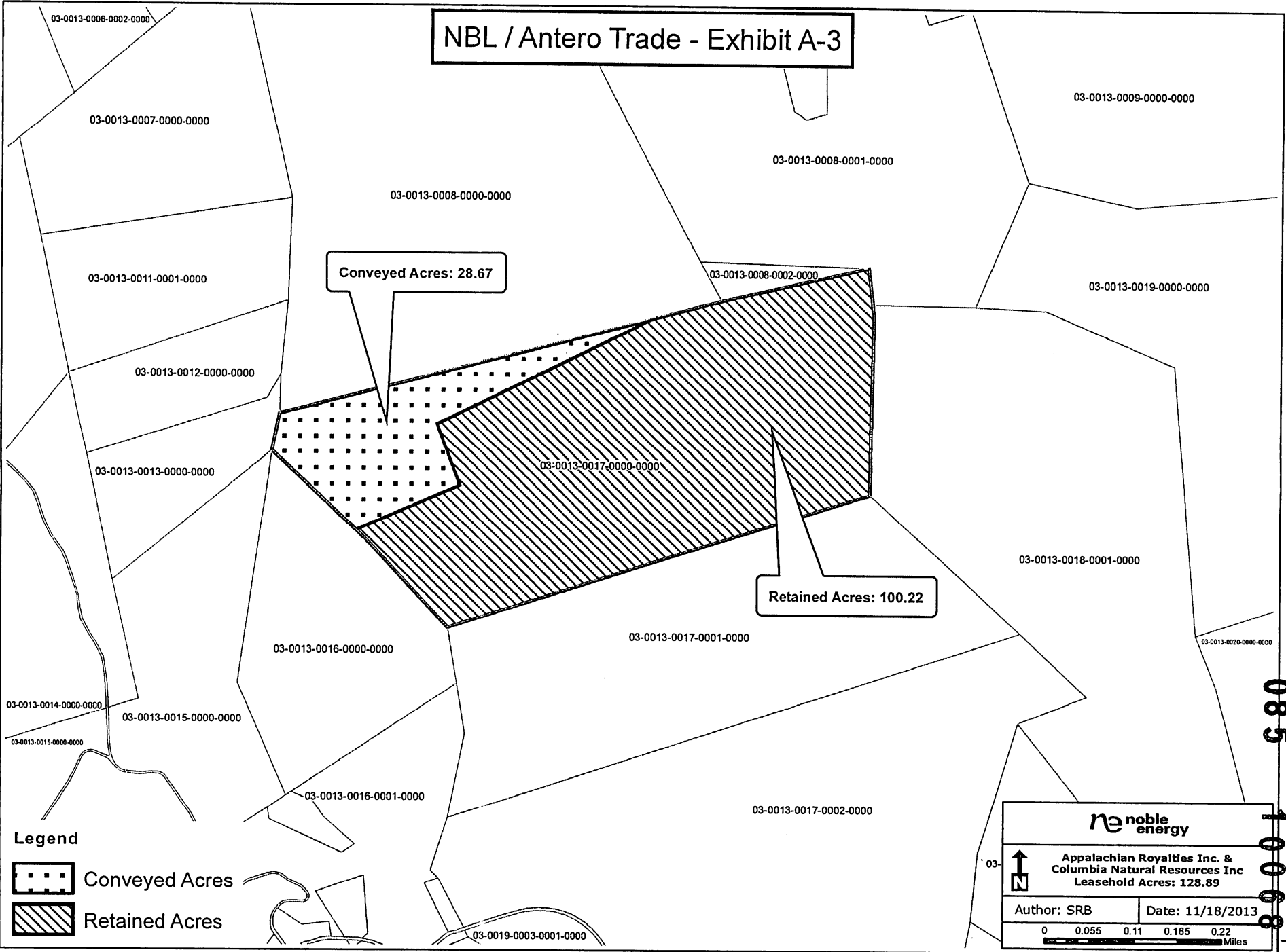
Author: SRB      Date: 11/18/2013

0    0.045    0.09    0.135    0.18  
Miles

085  
10068  
MOD



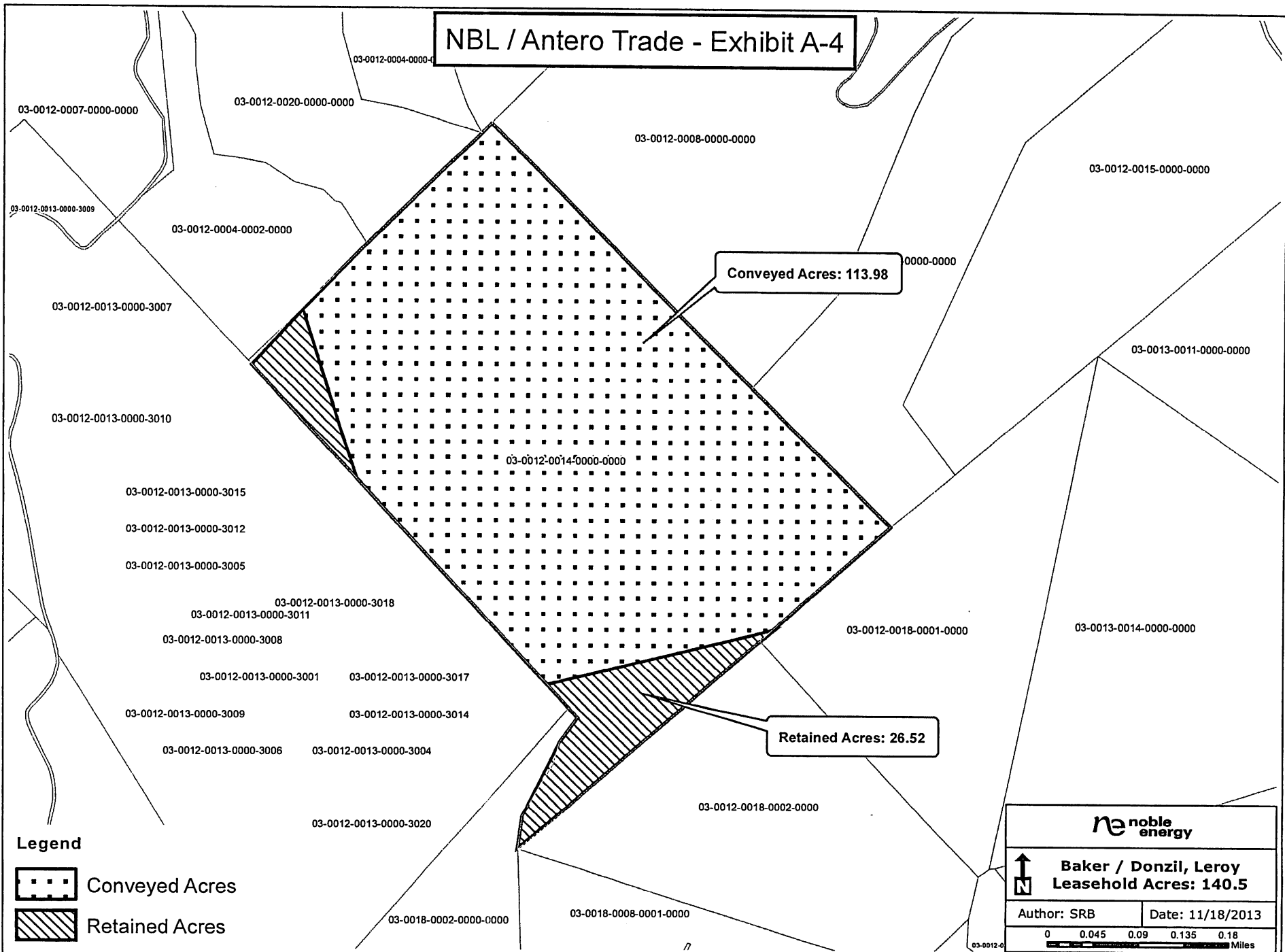
# NBL / Antero Trade - Exhibit A-3





<b>noble energy</b>	
Appalachian Royalties Inc. & Columbia Natural Resources Inc Leasehold Acres: 128.89	
Author: SRB	Date: 11/18/2013
0    0.055    0.11    0.165    0.22 Miles	

085  
10068  
M08

# NBL / Antero Trade - Exhibit A-4



- Legend**
-  Conveyed Acres
  -  Retained Acres

**noble energy**

**Baker / Donzil, Leroy**  
Leasehold Acres: 140.5

Author: SRB      Date: 11/18/2013

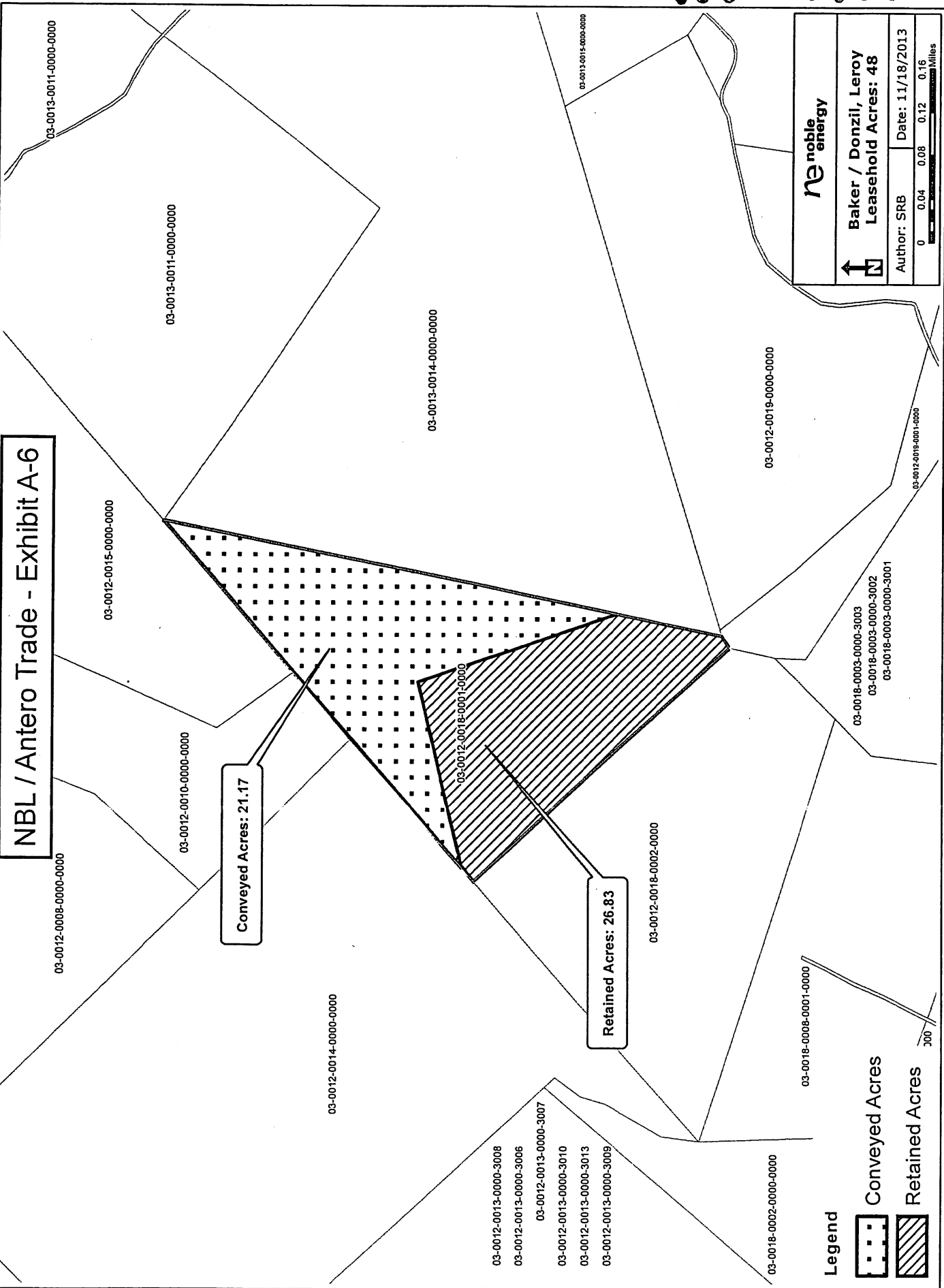
0    0.045    0.09    0.135    0.18  
Miles

085 10068 MOD





# NBL / Antero Trade - Exhibit A-6



Baker / Donzil, Leroy  
Leasehold Acres: 48

Author: SRB Date: 11/18/2013  
0 0.04 0.08 0.12 0.16 Miles

**Legend**

- Conveyed Acres
- Retained Acres



PARTIAL TERM ASSIGNMENT OF OIL AND GAS LEASE

THIS PARTIAL TERM ASSIGNMENT OF OIL AND GAS LEASE (this "Assignment"), November 18, 2013, by and among **Antero Resources Corporation**, a Delaware corporation, whose address is, 1625 17<sup>th</sup> Street, Denver, Colorado 80202 (hereinafter called "Assignor"), and **CNX Gas Company LLC**, a Virginia limited liability company, whose address is 1000 CONSOL Energy Drive, Canonsburg, Pennsylvania 15317 ("CNX"), and **Noble Energy, Inc.**, a Delaware corporation, whose address is 333 Technology Drive, Suite 116, Canonsburg, Pennsylvania 15317 ("Noble" and, together with CNX, "Assignees" and each, and "Assignee"). Assignor and Assignees are collectively referred to herein as the "Parties" and each of Assignor and Assignees are sometimes referred to herein individually as a "Party."

COPY

WHEREAS, Assignor is the lessee of oil and gas rights in and to that certain tract of land located in Ritchie County, West Virginia, more particularly described on **Exhibit "A"** attached hereto and made a part hereof (collectively, the "Lease"); and

WHEREAS, Assignor desires to assign certain rights under the Lease, as more particularly described in this Assignment.

NOW, THEREFORE, for and in consideration of Ten Dollars (\$10.00) and other valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Assignor does hereby GRANT, TRANSFER, ASSIGN and CONVEY unto Assignee the following (the "Leasehold Rights"), (a) all of Assignor's right, title and interest in and to those portions of the Lease **INSOFAR AND ONLY INSOFAR** as such Lease cover those depths and formations from the top stratigraphic equivalent of the Burkett formation (as seen by DEPI # 14815 well, Barbour County, West Virginia, API number 47-001-02850), at a depth of 7,350' MD through to and ending at the top of the Onondaga formation at 7,710' MD" (such depths and formations, the "Target Formations"), (b) all rights granted under such Lease to the extent relating to, or necessary in connection with, the ownership and operation of the Target Formations, including, without limitation, non-exclusive access rights and rights to install pipelines, and (c) any other rights, properties or interests relating to, or necessary in connection with, the ownership and operation of the Target Formations, but specifically excluding (in each case) the Retained Rights (as hereinafter defined).

The term "Retained Rights" as used herein shall mean (a) any and all existing oil and/or gas wells currently on the premises, together with any future wells drilled on the premises to produce formations other than the Target Formations; (b) all of the Lease insofar and only insofar as such Lease cover depths and formations other than the Target Formations (such depths and formations, the "Retained Formations"); (c) all rights granted under such Lease to the extent relating to, or necessary in connection with, the ownership and operation of the Retained Formations, including, without limitation, non-exclusive access rights and rights to install pipelines; and (d) any other rights, properties or interests relating to, or necessary in connection with, the ownership and operation of the Retained Formations. Notwithstanding the foregoing, the rights granted under this Assignment shall specifically include the right to penetrate and drill through the shallower oil and gas formations in order to drill and produce the Leasehold Rights.

This Assignment is further made subject to the following:

1. **Term.** This Assignment shall continue in force for ten (10) years from the date hereof until November 18, 2023, (the "Primary Term"), and the rights granted hereunder be quietly enjoyed by Assignee for the entire primary term and so much longer thereafter as oil, or gas, or their constituents are produced from the Target Formations or from land(s) pooled therewith, and in paying quantities, in the judgment of Assignee, or as the Target Formations shall be operated continuously by Assignee in the search for oil and gas from the Target Formations. (the "Secondary Term"). This Assignment, however, shall become null and void and all rights of Assignee shall cease and terminate and automatically revert to Assignor unless, prior to the expiration of the Primary Term, a well shall be Commenced from or within the Target Formations. A well shall be "Commenced" when preparations for drilling have been commenced prior to the expiration of the Primary Term and Assignee continuously and diligently thereafter pursues completion of such well, provided that any such well must be completed within one hundred eighty (180) days of the expiration of the Primary Term.
2. **Pugh Clause:** Subject to the one hundred eighty (180) day allowance for Commenced wells, production from any well or wells drilled on the lands secured by the Leasehold Rights shall maintain this Assignment beyond the Primary Term only as to that portion or those portions of lands secured by the Leasehold Rights that are consolidated, pooled or unitized with other land so as to form a unit for development and production of oil and gas. At the expiration of the Primary Term, this Assignment and all rights, titles and interests assigned by it shall terminate as to all non-pooled acreage and subsurface depths as provided for herein unless said non-pooled acreage is maintained by other provisions of this Assignment. Upon termination of this Assignment, Assignee shall assign to Assignor all of Assignee's interest in those lands or portions of lands secured by the Leasehold Rights but not maintained by this Assignment.
3. **Transfer Taxes / Recording Fees.** Assignee agrees to pay all filing, recording and transfer fees, documentary stamps or excise taxes in connection with the filing and recording of this Assignment, and all fees imposed by any state or federal agency in connection with this transfer.
4. **No Interference.** The Parties understand that each Party may have existing or future wells, pipelines and access roads located on or under the lands covered by the Lease, and no Party shall unreasonably interfere with or impede the operations of the other Party under the Lease. Upon request by a Party, the other Party may, at its sole option, permit such requesting Party the right to utilize any existing well pads and other surface facilities (other than pipelines or gathering systems) on such Lease of such non-requesting Party. Should such requesting Party be granted such utilization rights, such requesting Party agrees to make repairs for any damage to and to share in the cost of maintenance of any shared facilities for

so long as the requesting Party continues to share such facilities with the non-requesting Party.

5. **Reasonable Accommodation.** The Parties jointly acknowledge and agree that they both are entitled to develop their respective interests in the Lease. Whenever the Parties are drilling, operating or maintaining wells on the Lease at the same time, then the Parties shall cooperate with each other in a reasonable commercial manner so that such parallel activities can be accommodated.
6. **Lease Operations and Effect.** Each of the Parties agree not to amend, breach, default or (subject, however, to Section 11 below) cause the termination of the terms of the Lease and to comply, in all material respects, with the terms of the Lease.
7. **Surface Use.** To the extent that each Party is not restricted from granting such access, each Party shall have the right to use any access roads constructed by the other Party for the non-constructing Party's oil and gas operations related to its operations upon the Lease. The non-constructing Party shall indemnify the other Party from any claims, damages or injuries that arise from such non-constructing Party's or its representatives' or contractors' use of such access roads, and each Party, for so long as such access roads are used jointly by the Parties, shall (a) promptly repair any and all damages that such Party or its representatives or contractors may cause to such access roads; and (b) participate in the further maintenance of such access roads.
8. **Indemnifications.**
  - (a) Neither Party shall have any control over the drilling, testing, completing or other operations of the other Party upon the Lease and each Party shall be responsible for all costs and expenses incurred by such Party in connection with such operations including, without limitation, the proper payment of royalties, overriding royalties, and similar burdens on production. Each Party (an "Indemnifying Party") shall defend, indemnify and hold the other Party, its equity holders, officers, directors, employees, agents, contractors, subcontractors, subsidiaries, and joint venture partners (all of such persons and entities, the "Indemnified Party") harmless from and against all claims, losses, damages, expenses, causes of action or lawsuits of every kind and character, including, without limitation, those lawsuits and/or claims brought by such Indemnifying Party's contractors, sub-contractors or the employees thereof, or such Indemnifying Party's employees, or any lessor or land owner associated with the Lease, or any other third party, arising out of or resulting from such Indemnifying Party's operations related in any way to the Lease and with respect to the proper payment of royalties. Each Party shall keep the lands covered by the Lease, such Party's wells, and all permanently installed equipment used in connection with such operations free and clear of all liens for delinquent monies.



(b) Each Indemnifying Party shall additionally assume all liability for and defend, indemnify and hold each Indemnified Party harmless from and against any penalty, loss, injury or damage arising from pollution, contamination or environmental damage of any kind, which arises out of or results from such Indemnifying Party's or its contractors' or subcontractors' operations, including, without limitation, spills of materials such as fuels, lubricants, motor oils, pipe dope, paints and garbage, and such Indemnifying Party shall control and remove such pollution or contamination.

9. **Warranty of Title.** Assignor has not and does not make any warranty to the leased premises, whether express, implied or statutory. The leasehold rights are conveyed to Assignee "As-Is, Where-Is" with all faults and without recourse to Assignor. This Assignment is made subject and subordinate to (i) all instruments of title or other documents of record and (ii) all reservations, restrictions and conditions contained or referred to in prior deeds, Lease, licenses, easements, rights of way, encumbrances, pledges, instruments, and other title documents of record affecting or pertaining to the leased premises. Assignee expressly assumes the obligation in determining the sufficiency of the title of Assignor to the leased premises granted hereunder, and further release Assignor for any liability with respect to any failure of title.
10. **Notice of Abandonment.** In the event that (a) in the case of Assignee, any well drilled by or on behalf of Assignee on lands covered by the Leasehold Rights (or lands pooled therewith) is not capable of producing oil and/or gas in paying quantities or a producing well ceases to produce oil and/or gas in paying quantities, or (b) in the case of Assignor, any well drilled by or on behalf of Assignor on the lands covered by the Lease (or lands pooled therewith) is not capable of producing oil and/or gas in paying quantities and there are no other wells capable of production in paying quantities on the respective Lease (or lands pooled therewith), or a producing well ceases to produce oil and/or gas in paying quantities and such well is the only well capable of production in paying quantities on the respective Lease (or lands pooled therewith) (in either case, Assignee or Assignor, as applicable, being an "Abandoning Party"), and such Abandoning Party desires to plug and abandon such well, then such Abandoning Party shall provide written notice (or if during the drilling of such well, oral notice) (any such notice, the "Abandonment Notice") to the non-abandoning Party at least thirty (30) days (or, if during the drilling of such well, twenty-four (24) hours) prior to the anticipated plugging and abandonment of such well in order to permit such non-abandoning Party the option, in its sole discretion, to take over operation of such well. In the event that such non-abandoning Party desires to take over the operation of such well, then such non-abandoning Party shall provide written notice (or, if during the drilling of such well, oral notice) (the "Take Over Notice") to the Abandoning Party within thirty (30) days (or, if during the drilling of such well, twenty-four (24) hours) of receiving such Abandonment Notice applicable thereto. Promptly following such receipt of such Take Over Notice, such Abandoning Party shall assign to such non-abandoning Party, free and clear of all encumbrances created by such Abandoning Party, all of



its right, title and interest in such well pursuant to a mutually agreeable form of assignment containing no warranties except for a special warranty of title by, through and under the Abandoning Party. If a non-abandoning Party takes over the operations of any such well, then such non-abandoning Party agrees to plug and abandon such well and reclaim, restore and clean up the drillsite location and access routes associated therewith in accordance with all applicable rules, regulations and laws and the terms of the applicable Lease. If such non-abandoning Party does not elect to take over the operations of such well within the time period specified, then the Abandoning Party agrees to plug and abandon such well and reclaim, restore and clean up the drillsite location and access routes associated therewith in accordance with all applicable rules, regulations and laws and the terms of the applicable Lease. All oral notices provided under this Section 11 shall be followed with written notice as soon as reasonably practicable. All written notices shall be mailed to the addresses for the Parties as reflected on the first page.

11. **Assignment Notice.** Assignee shall notify Assignor in writing if Assignee assigns all or a portion of the Leasehold Rights to a third party. Provided, however, that notification shall not be required in the event of an assignment by Assignee: (a) to an affiliate, subsidiary, or internal partners; (b) in consequence of a merger or amalgamation; or (c) of all or substantially all of its assets to a third party.
12. **Third Party Beneficiaries.** Nothing contained herein is intended or shall be deemed to create or confer any rights upon any third person not a party hereto, whether as a third party beneficiary or otherwise, except as expressly provided herein; nor shall anything contained herein be construed to create any partnership, agency, joint-venture or like relationship between Assignee and Assignor.
13. **Further Assurances.** Assignor and Assignee agree to take such further actions and to execute, acknowledge and deliver all such further documents as are reasonably requested by the other Party for carrying out the purposes of this Assignment.
14. **Binding Effect.** This Assignment shall extend and inure to the benefit of Assignor and Assignee and their respective successors or assigns.
15. **Counterparts.** This Assignment may be executed in counterparts, each of which shall be deemed an original instrument, but all such counterparts together shall constitute but one agreement.

*[Signature page follows.]*

its right, title and interest in such well pursuant to a mutually agreeable form of assignment containing no warranties except for a special warranty of title by, through and under the Abandoning Party. If a non-abandoning Party takes over the operations of any such well, then such non-abandoning Party agrees to plug and abandon such well and reclaim, restore and clean up the drillsite location and access routes associated therewith in accordance with all applicable rules, regulations and laws and the terms of the applicable Lease. If such non-abandoning Party does not elect to take over the operations of such well within the time period specified, then the Abandoning Party agrees to plug and abandon such well and reclaim, restore and clean up the drillsite location and access routes associated therewith in accordance with all applicable rules, regulations and laws and the terms of the applicable Lease. All oral notices provided under this Section 11 shall be followed with written notice as soon as reasonably practicable. All written notices shall be mailed to the addresses for the Parties as reflected on the first page.

11. **Assignment Notice.** Assignee shall notify Assignor in writing if Assignee assigns all or a portion of the Leasehold Rights to a third party. Provided, however, that notification shall not be required in the event of an assignment by Assignee: (a) to an affiliate, subsidiary, or internal partners; (b) in consequence of a merger or amalgamation; or (c) of all or substantially all of its assets to a third party.
12. **Third Party Beneficiaries.** Nothing contained herein is intended or shall be deemed to create or confer any rights upon any third person not a party hereto, whether as a third party beneficiary or otherwise, except as expressly provided herein; nor shall anything contained herein be construed to create any partnership, agency, joint-venture or like relationship between Assignee and Assignor.
13. **Further Assurances.** Assignor and Assignee agree to take such further actions and to execute, acknowledge and deliver all such further documents as are reasonably requested by the other Party for carrying out the purposes of this Assignment.
14. **Binding Effect.** This Assignment shall extend and inure to the benefit of Assignor and Assignee and their respective successors or assigns.
15. **Counterparts.** This Assignment may be executed in counterparts, each of which shall be deemed an original instrument, but all such counterparts together shall constitute but one agreement.

*[Signature page follows.]*

IN WITNESS WHEREOF, the Parties have caused this Assignment to be effective as of the date first set forth above.

**ASSIGNOR:**

WITNESSED BY:

ANTERO RESOURCES CORPORATION

Name: \_\_\_\_\_

By: BAKAL

Name: \_\_\_\_\_

Title: \_\_\_\_\_

**ASSIGNEE:**

WITNESSED BY:

CNX GAS COMPANY, LLC

Name: \_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

**ASSIGNEE:**

WITNESSED BY:

NOBLE ENERGY, INC.

Name: \_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_



IN WITNESS WHEREOF, the Parties have caused this Assignment to be effective as of the date first set forth above.

**ASSIGNOR:**

WITNESSED BY:

ANTERO RESOURCES CORPORATION

Name: \_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

**ASSIGNEE:**

WITNESSED BY:

CNX GAS COMPANY, LLC

Name: \_\_\_\_\_

By: Richard K. Esink DWA

Name: \_\_\_\_\_

Title: Vice President

**ASSIGNEE:**

WITNESSED BY:

NOBLE ENERGY, INC.

Name: \_\_\_\_\_

By: Mark A. Acree DWA

Name: \_\_\_\_\_

Title: **Mark A. Acree**  
**Attorney In Fact**


*[Faint, illegible text or stamp]*

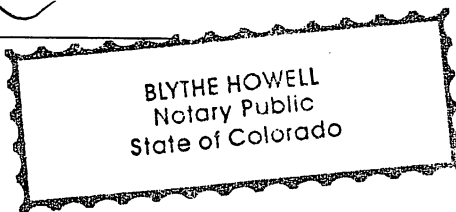
STATE OF CO

COUNTY OF Denver

BE IT KNOWN, that on this 19th day of November, 2013, before me, the undersigned authority, personally came and appeared Brian A. Kuhn appearing herein in his capacity as Vice President – Land of **Antero Resources Corporation**, to me personally known to be the identical person whose name is subscribed to the foregoing instrument as the said officer of said corporation, and declared and acknowledged to me, Notary, that he executed the same on behalf of said corporation with full authority of its Board of Directors, and that the said instrument is the free act and deed of the said corporation and was executed for the uses, purposes and benefits therein expressed.

My Commission Expires: 4/15/16

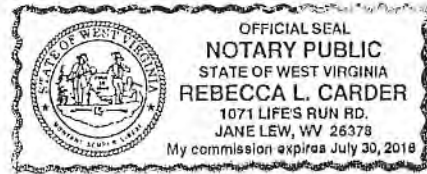
  
\_\_\_\_\_  
NOTARY PUBLIC



STATE OF West Virginia  
COUNTY OF Lewis

BE IT KNOWN, that on this 12<sup>th</sup> day of December, 2013, before me, the undersigned authority, personally came and appeared Richard K. Elswick appearing herein in his capacity as Vice President of **CNX Gas Company LLC**, to me personally known to be the identical person whose name is subscribed to the foregoing instrument as the said officer of said corporation, and declared and acknowledged to me, Notary, that he executed the same on behalf of said limited liability company with full authority of its Board of Directors, and that the said instrument is the free act and deed of the said limited liability company and was executed for the uses, purposes and benefits therein expressed.

My Commission Expires: July 30, 2018



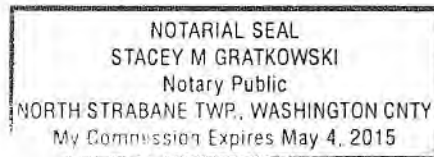
Rebecca L. Carder  
NOTARY PUBLIC

~~Commonwealth~~  
~~STATE OF~~ Pennsylvania  
COUNTY OF Washington

BE IT KNOWN, that on this 19 day of November, 2013, before me, the undersigned authority, personally came and appeared Mark A. Acree appearing herein in his capacity as Attorney In Fact of **Noble Energy, Inc.**, to me personally known to be the identical person whose name is subscribed to the foregoing instrument as the said officer of said corporation, and declared and acknowledged to me, Notary, that he executed the same on behalf of said corporation with full authority of its Board of Directors, and that the said instrument is the free act and deed of the said corporation and was executed for the uses, purposes and benefits therein expressed.

My Commission Expires: 5-4-15

Stacey M. Gratkowski  
NOTARY PUBLIC



Prepared by: Noble Energy Inc. 333 Technology Drive, Suite 116, Canonsburg, PA 15317

Exhibit A  
 Partial Assignment of Oil and Gas Leases  
 Antero Resources Corporation  
 to  
 CNX Gas Company, LLC and Noble Energy, INC.

Lessor	Lease Date	BK	PG	Gross Ac	County	District
Hall, Bryan D. et ux	10/5/2007	245	391	19.82	Ritchie	Clay
Lofty, Philip	12/9/2005	239	790	87.5	Ritchie	Clay
Middleton, Herald	10/30/2005	239	473	87.5	Ritchie	Clay
Goodwin, Wade and Olive V. Goodwin	1/4/1990	205	714	90	Ritchie	Clay
Dwight and Eleanor Hufford	1/25/1984	169	300	35	Ritchie	Clay
Richard and Charlene Goff	11/22/1983	165	544	23	Ritchie	Clay
Forren, Ivaleen Alyce	11/30/2012	263	741	30	Ritchie	Clay
Hall, Arthur D.	9/21/2007	245	251	253	Ritchie	Clay
Hall, Kenneth L.	9/24/2007	245	254	253	Ritchie	Clay
Hall, Gerald S.	10/5/2007	245	394	253	Ritchie	Clay
Hall, Dale	10/10/2007	245	385	253	Ritchie	Clay
Hall, Hazel H.	10/11/2007	245	388	253	Ritchie	Clay
Krutilla, Donna J. & John N.	11/30/2012	263	745	100	Ritchie	Clay
Krutilla, Donna J. & John N.	11/30/2012	263	743	30	Ritchie	Clay
Forren, Ivaleen Alyce	11/30/2012	263	735	100	Ritchie	Clay
William Heckert, et al	6/5/1984	173	344	104	Ritchie	Clay
Lorrane, Welch	5/16/2010	251	364	130	Ritchie	Clay
Haught Family Trust, Ira M. Haught Trustee	9/26/2013	257	227	130	Ritchie	Clay

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MOS



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085 10068  
MOD

MEMORANDUM OF LEASE

This MEMORANDUM OF LEASE, utilized to indicate the existence of a PAID-UP OIL AND GAS LEASE (hereinafter, "Lease") effective this 2ND day of OCTOBER, 20 13, by and between Terry L. Smith, a married man, dealing in his sole and separate property, having an address of 13502 WV RT 18 South, New Milton, WV 26411, (hereinafter, "Lessor" whether one or more), and NOBLE ENERGY, INC., a Delaware corporation, whose address is at 333 Technology Drive, Suite 116, Canonsburg, Pennsylvania 15317, (hereinafter, "Lessee").

Lessor did LEASE, LET, GRANT, and DEMISE exclusively unto Lessee, its successors and/or assigns, the rights to explore, develop, produce, and market oil and/or gas and all constituent products, including methane gas present in or associated with any coal seam, from the premises described below, subject to the provisions contained in the Lease including, but not limited to the following:

1. **PRIMARY TERM:** The primary term of the Lease is for a period of five (5) years commencing on the date immediately set forth above, and for so long thereafter as oil, gas, or other substances covered by the Lease are capable of being produced in paying quantities from the Leased Premises or from lands pooled therewith, or the Lease is otherwise maintained or prolonged pursuant to the provisions contained in the Lease, including an extension of term contained therein. Lessee may extend the primary term of the Lease for an additional five (5) years after the end of the primary term, thereby continuing the term of the Lease to the end of the "extended" primary term.

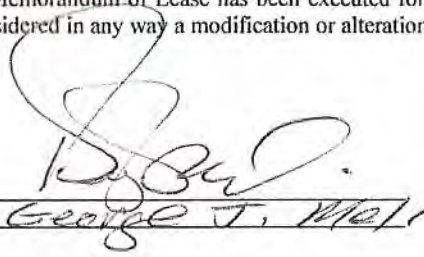
2. **DESCRIPTION / LEASED PREMISES:** All those certain tracts of land situate in the District of Clay, County of Ritchie, State of West Virginia, generally bounded now or formerly as follows:

- On the North by: 3-13-6.1
- On the East by: 3-13-8
- On the South by: 3-13-14 and 3-13-12
- On the West by: 3-12-15

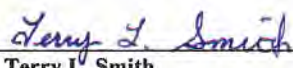
and being the same land acquired by Lessor by virtue of instrument recorded in the Office of Clerk of the County Commission Deed Book 80, Page 470 said land being identified for tax purposes as 3-13-11, 11.2 part of 11.3 and part of 11.4, on this date, and stipulated to contain for the purpose of calculating all payments required hereunder One Hundred Thirty acres (130) acres, more or less ("Leased Premises").

This Memorandum of Lease has been executed for the purpose of providing notice of the existence of the Lease and shall not be considered in any way a modification or alteration of the Lease.

WITNESS:

  
Printed Name: George J. Meli

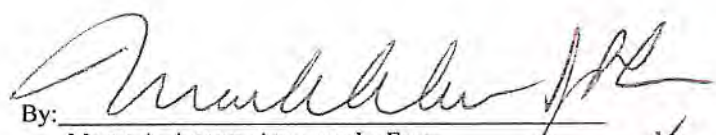
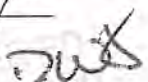
**LESSOR**

  
Printed Name: Terry L. Smith  
Address: 13502 WV RT 18 South, New Milton, WV 26411  
Phone: 304-624-3754

NOBLE ENERGY, INC.

WITNESS:

Printed Name: \_\_\_\_\_

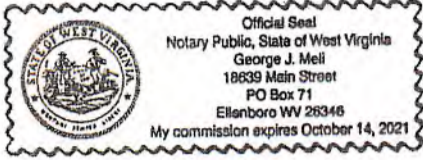
By:   
MARK A. ACREE, Attorney-In-Fact  


ACKNOWLEDGMENT

STATE OF West Virginia §  
COUNTY OF RITCHIE §

The foregoing instrument was acknowledged before me, this 3rd day of OCTOBER, 20 13, by Terry L. Smith.

MY COMMISSION EXPIRES:



Sign Name [Signature]  
Printed Name George J. Meli  
Notary Public

CORPORATE ACKNOWLEDGMENT

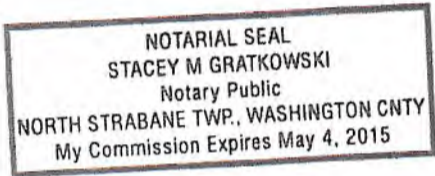
COMMONWEALTH OF PENNSYLVANIA §  
COUNTY OF WASHINGTON §

On this 25 day of October, 20 13, before me, the undersigned officer, personally appeared MARK A. ACREE, as Attorney-in-Fact for NOBLE ENERGY, INC., a Delaware corporation, personally known to me to be the person whose name is subscribed to the within instrument, and acknowledged to me that he executed the same for the purposes therein contained and on behalf of said corporation.

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

MY COMMISSION EXPIRES: 5-4-15

[Signature]  
Notary Public



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



MEMORANDUM OF LEASE

This MEMORANDUM OF LEASE, utilized to indicate the existence of a PAID-UP OIL AND GAS LEASE (hereinafter, "Lease") effective this 2ND day of October, 20 13, by and between Randy Smith, a single man, having an address of 5335 WV Rt. 18 N., West Union, WV 26456, (hereinafter, "Lessor" whether one or more), and NOBLE ENERGY, INC., a Delaware corporation, whose address is at 333 Technology Drive, Suite 116, Canonsburg, Pennsylvania 15317, (hereinafter, "Lessee").

Lessor did LEASE, LET, GRANT, and DEMISE exclusively unto Lessee, its successors and/or assigns, the rights to explore, develop, produce, and market oil and/or gas and all constituent products, including methane gas present in or associated with any coal seam, from the premises described below, subject to the provisions contained in the Lease including, but not limited to the following:

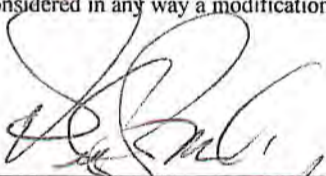
1. PRIMARY TERM: The primary term of the Lease is for a period of five (5) years commencing on the date immediately set forth above, and for so long thereafter as oil, gas, or other substances covered by the Lease are capable of being produced in paying quantities from the Leased Premises or from lands pooled therewith, or the Lease is otherwise maintained or prolonged pursuant to the provisions contained in the Lease, including an extension of term contained therein. Lessee may extend the primary term of the Lease for an additional five (5) years after the end of the primary term, thereby continuing the term of the Lease to the end of the "extended" primary term.

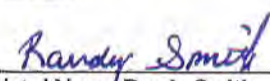
2. DESCRIPTION / LEASED PREMISES: All those certain tracts of land situate in the District of Clay, County of Ritchie, State of West Virginia, generally bounded now or formerly as follows:

- On the North by: 3-13-6.1
- On the East by: 3-13-8
- On the South by: 3-13-14 and 3-13-12
- On the West by: 3-12-15

and being the same land acquired by Lessor by virtue of instrument recorded in the Office of Clerk of the County Commission Deed Book 80, Page 470 said land being identified for tax purposes as 3-13-11, 11.2 part of 11.3 and part of 11.4 on this date, and stipulated to contain for the purpose of calculating all payments required hereunder One Hundred Thirty acres (130) acres, more or less ("Leased Premises").

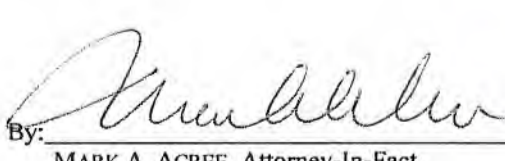
This Memorandum of Lease has been executed for the purpose of providing notice of the existence of the Lease and shall not be considered in any way a modification or alteration of the Lease.

WITNESS:  
  
Printed Name: George J. Mahli

LESSOR  
  
Printed Name: Randy Smith  
Address: 5335 WV Rt. 18 N., West Union, WV 26456  
Phone 304-300-7596

NOBLE ENERGY, INC.

WITNESS:  
  
Printed Name: \_\_\_\_\_

By:   
MARK A. ACREE, Attorney-In-Fact

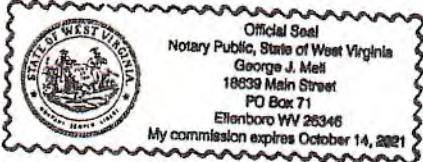
ACKNOWLEDGMENT

STATE OF West Virginia  
COUNTY OF RITZ HUR

§  
§

The foregoing instrument was acknowledged before me, this 2nd day of OCTOBER, 20 13, by Randy Smith, a single man.

MY COMMISSION EXPIRES: 10/14/21



Sign Name [Signature]  
Printed Name George J. Meli  
Notary Public

CORPORATE ACKNOWLEDGMENT

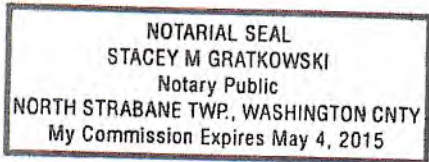
COMMONWEALTH OF PENNSYLVANIA §  
COUNTY OF WASHINGTON §

On this 25 day of October, 20 13, before me, the undersigned officer, personally appeared MARK A. ACREE, as Attorney-in-Fact for NOBLE ENERGY, INC., a Delaware corporation, personally known to me to be the person whose name is subscribed to the within instrument, and acknowledged to me that he executed the same for the purposes therein contained and on behalf of said corporation.

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

MY COMMISSION EXPIRES: 5-4-15

[Signature]  
Notary Public



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



085 10068

KEN HECHLER  
FEE \$5.00



TO BE FILED IN DUPLICATE  
ORIGINALS

FILED  
JUL 10 1991  
OFFICE OF  
SECRETARY OF STATE  
WEST VIRGINIA

APPLICATION FOR  
CERTIFICATE OF WITHDRAWAL  
OF  
CKG Development Company

In accordance with Chapter 31, Article 1, Section 60 of the Code of West Virginia, the undersigned corporation hereby applies for a certificate of withdrawal from West Virginia, and submits the following statement:

The name of the corporation is: CKG Development Company

It is incorporated under the laws of Delaware

IT IS NOT TRANSACTING BUSINESS IN WEST VIRGINIA.

It hereby surrenders its authority to transact business in West Virginia. It revokes the authority of its registered agent in West Virginia to accept service of process, and consents that service of process in any action, suit or proceeding based upon any course of action arising in West Virginia during the time the corporation was authorized to transact business in West Virginia may thereafter be made on the corporation by service thereof on the Secretary of State of West Virginia.

The post office address to which the Secretary of State may mail a copy of any process against the corporation is: CKG Producing Company, CKG Tower, 1450 Poydras Street, New Orleans, LA 70112-6000 Attn: Corporate Secretary

The aggregate number of shares which it has authority to issue, itemized by classes, par value of shares, shares without par, and series, if any, within a class, as of this date is:

NUMBER OF SHARES	CLASS	SERIES	PAR VALUE/NO PAR
1,400,000	Common		\$100

The aggregate number of its issued shares, itemized by classes, par value of shares, shares without par, and series, if any, within a class, as of this date is:

NUMBER OF SHARES	CLASS	SERIES	PAR VALUE/NO PAR
1,168,410	Common		\$100

The amount of its state capital as of this date is \$28,410.00

CNG Development Company (Through CNG Producing Company)

corporate name

President/Vice President D. Malcolm Johns, Jr.  
Secretary [Signature]

State of Louisiana  
Parish Orleans

I James E. Wright, Jr. a Notary Public, do  
hereby certify that D. Malcolm Johns, Jr. ~~is~~ <sup>was</sup>

the Secretary  
office  
of CNG Producing Company  
office corporate name

appeared before me and they signed the foregoing as the act and deed of the corporation.

[Signature]  
Notary Public

(notary seal)

My commission expires at death



**CERTIFICATE**

*J. Ken Fleckler, Secretary of State of the State of West Virginia, hereby certify that originals of a Notice of Intention to Withdraw with the application of*

**CXG DEVELOPMENT COMPANY**

for a Certificate of Withdrawal from West Virginia, signed and verified, as required by the provisions of Chapter 31, Article 1, Section 60 of the West Virginia Code are filed in my office and conform to law. Therefore, I issue this

**CERTIFICATE OF WITHDRAWAL**

and I attach to this certificate a duplicate original of the application.

*Given under my hand and the Great Seal of the State of West Virginia, on this*

          XVIII           day of  
          JULY                     19           91



*Ken Fleckler*  
Secretary of State.

JOHN H. COOPER  
Secretary of State  
MARY P. BAILEY  
Secretary of State  
ROBERT L. WILKINSON  
Secretary of State  
CATHERINE FEROTTE  
Executive Assistant  
Telephone (304) 345-8000  
Cablegrams 342 2800



STATE OF WEST VIRGINIA  
SECRETARY OF STATE

Charleston 25305

MAY 13 1991

WILLIAM H. HARRINGTON  
Chief of Staff  
JUDY COOPER  
Director, Administrative Law  
DONALD R. WILKES  
Director, Corporations  
SHERLE COHEN  
Special Assistant  
(Plus all the volunteers  
help we can get)

✓ Mr. Harold Powell  
Registration Unit Manager  
Revenue Center

FEIN 251427363001

Dear Mr. Powell,

Please advise if

CNG DEVELOPMENT COMPANY

In care of

CNG DEVELOPMENT  
1450 FOYDRAS ST.  
NEW ORLEANS, LA 70112-6000

ATTN: JAMES E. WRIGHT, JR

has filed all taxes in accordance with HB 1338, effective  
July 1, 1976. (§31-1-61)

APPLICATION FOR WITHDRAWAL/DISSOLUTION

Sincerely,

*Rose McCoy*  
Rose McCoy  
Corporations Division

cc: Ms. Neda Taylor, Employment Security  
Ms. Rebecca Thornton, Workers Compensation Fund



## CORPORATION UPDATE SCREEN

SS01CCH

RECORD TYPE: C

CORP NAME: CHG DEVELOPMENT COMPANY

DBA NAME:

INCORPORATION DATE: 01 / 19 / 1983 TYPE: F CLASS: P CHARTERED STATE: DE

PRINCIPAL OFFICE STREET

ONE PARK RIDGE CENTER

LOCAL OFFICE STREET

PO BOX 15746

CITY

PITTSBURGH

CITY

PITTSBURGH

ST ZIP

PA 15244 -

ST ZIP

PA 15244 -

NOTICE OF PROCESS NAME AND ADDRESS: JOSEPH R. GORAL, MANAGER TAX

ONE PARK RIDGE CENTER

PITTSBURGH 89-90-91

PA 15244 -

AUTH CAP STOCK:

.00 PAR VALUE:

.00 EXCESS ACRES: 418980

TAX ID: 251427363001

BUS PUR: 1310

INACTIVE DATE: 07 / 10 / 1991 REASON: v

REFER TO: AGENT UPDATED: 8/3/87

COMM: 704/550/160/183

"PF18" = GO TO UPDATE OFFICERS

"PF15" = RETURN TO MENU NO UPDATE

"PF23" = UPDATE &amp; GO TO UPDATE AMENDS

"PF16" = GO TO BROWSE

"PF22" = ADD A CORPORATION

"ENTER" = UPDATE &amp; RETURN TO MENU

# State of West Virginia



## Certificate

I, Ken Hechler, Secretary of State of the State of West Virginia, hereby certify that

originals of an application by

**CNG PRODUCING COMPANY**

for an amended certificate of authority to transact business in West Virginia are filed in my office, as required by the provisions of Chapter 31, Article 1, Sections 57 and 59 of the West Virginia Code and conform to law. Therefore, I issue this

### AMENDED CERTIFICATE OF AUTHORITY

to transact business in West Virginia under the name of

**DOMINION EXPLORATION & PRODUCTION, INC.**

and I attach to this certificate a duplicate original of the application.



Given under my hand and the Great Seal of the State of West Virginia on

May 10, 2000

Secretary of State

*Rel 5/10/00  
CT Corp  
R. Charles*

KEN HECHLER  
Secretary of State  
Bldg. 1, Room W-139  
Charleston, WV 25305-0770  
(304) 538-6000  
FAX (304) 538-0900



BOOK 58 PAGE 367

FILE IN DUPLICATE ORIGINALS  
FEE: \$ 25.00

MAY 10 2000

**APPLICATION FOR  
AMENDED CERTIFICATE OF AUTHORITY**

In accordance with §31-1-57 and §31-1-59 of the West Virginia Code, the undersigned corporation is applying for an Amended Certificate of Authority and submits the following statement:

A Certificate of Authority was issued on March 26, 1973, authorizing it to transact business in West Virginia under the name of:

CNG Producing Company

The corporate name of the corporation has been changed to:

Dominion Exploration & Production, Inc.

The name which it elects to use hereafter in West Virginia is:

Dominion Exploration & Production, Inc.

It desires to change or modify other or additional purposes than those set forth in its Application for an Amended Certificate of Authority as follows:

\_\_\_\_\_  
\_\_\_\_\_

Date: April 24, 2000

Dominion Exploration & Production, Inc.  
Name

By: [Signature]  
and [Signature]  
Secretary

Date: 4/24/00

STATE OF: Virginia

COUNTY OF: Richmond

I, Cynthia L. Hutchinson, a Notary Public, do hereby certify that H. Patrick Riley and Patricia A. Wilkerson appeared before me and signed the foregoing and the act and deed of the corporation.

Cynthia L. Hutchinson  
Signature of Notary Public

My commission expires: Aug 31, 2002

Notary Seal

State of Delaware  
Office of the Secretary of State

BOOK 58 PAGE 368

PAGE 368  
MAY 10 2000  
RECEIVED  
SECRETARY OF STATE

I, EDWARD J. FREEL, SECRETARY OF STATE OF THE STATE OF DELAWARE, DO HEREBY CERTIFY THAT THE SAID "CNG PRODUCING COMPANY", FILED A CERTIFICATE OF AMENDMENT, CHANGING ITS NAME TO "DOMINION EXPLORATION & PRODUCTION, INC.", THE TWELFTH DAY OF APRIL, A.D. 2000, AT 9 O'CLOCK A.M.



*Edward J. Freel*  
Edward J. Freel, Secretary of State

0779431 8320  
001229175

AUTHENTICATION: 0420744  
DATE: 05-05-00



APR-11-2000 12:47

C T CORPORATION WASH DC

202 333 1760 P.02/02

4-12-2000

CERTIFICATE OF AMENDMENT  
OF  
CERTIFICATE OF INCORPORATION  
OF  
CNG PRODUCING COMPANY

BOOK 58 PAGE 369

CNG Producing Company, a corporation organized and existing under and by virtue of the General Corporation Law of the State of Delaware, DOES HEREBY CERTIFY:

FIRST. The name of the corporation (hereinafter called the "corporation") is CNG Producing Company.

SECOND. The certificate of incorporation of the corporation is hereby amended by striking out Article First thereof and by substituting in lieu of said Article the following new Article:

First: The name of the corporation is  
DOMINION EXPLORATION & PRODUCTION, INC.

THIRD. The amendment of the certificate of incorporation herein certified has been duly adopted in accordance with the provisions of Sections 228 and 242 of the General Corporation Law of the State of Delaware.

FOURTH. The effective date of the amendment herein certified shall be April 12, 2000.

IN WITNESS WHEREOF, said corporation has caused this Certificate to be signed on April 3, 2000.

CNG PRODUCING COMPANY

By:   
H. Patrick Riley  
Its: Chief Executive Officer and President

HARRISON COUNTY, WV  
FILED  
APR 17 2000 14:02:00  
SYLVIA BAGILE  
COUNTY CLERK  
TRANSACTION NO: 2000009215  
ARTICLE 01 INC DOC#  
Serial: 00028 Page: 00366  
Line: 00001



# State of West Virginia



## Certificate

*I, Natalie E. Tennant, Secretary of State of the  
State of West Virginia, hereby certify that*

by the provisions of the West Virginia Code, Articles of Merger were received and filed,  
MERGING CONSOI. ENERGY HOLDINGS LLC XVI, A NON-QUALIFIED DE ORGANIZATION, WITH AND INTO CONSOI.  
GAS COMPANY, A QUALIFIED DE ORGANIZATION.

Therefore, I hereby issue this

### CERTIFICATE OF MERGER



*Given under my hand and the  
Great Seal of the State of  
West Virginia on this day of  
November 19, 2010*

*Natalie E. Tennant*

Secretary of State

# Delaware

The First State

**FILED**  
PAGE 1

NOV 19 2010

IN THE OFFICE OF  
SECRETARY OF STATE

I, JEFFREY W. BULLOCK, SECRETARY OF STATE OF THE STATE OF DELAWARE, DO HEREBY CERTIFY THE ATTACHED IS A TRUE AND CORRECT COPY OF THE CERTIFICATE OF MERGER, WHICH MERGES:

"CONSOL ENERGY HOLDINGS LLC XVI", A DELAWARE LIMITED LIABILITY COMPANY,

WITH AND INTO "CONSOL GAS COMPANY" UNDER THE NAME OF "CONSOL GAS COMPANY", A CORPORATION ORGANIZED AND EXISTING UNDER THE LAWS OF THE STATE OF DELAWARE, AS RECEIVED AND FILED IN THIS OFFICE THE THIRTIETH DAY OF APRIL, A.D. 2010, AT 12:44 O'CLOCK P.M.


A FILED COPY OF THIS CERTIFICATE HAS BEEN FORWARDED TO THE KENT COUNTY RECORDER OF DEEDS.

0779431 8100M

100446712

You may verify this certificate online at [corp.delaware.gov/authver.shtml](http://corp.delaware.gov/authver.shtml)



  
Jeffrey W. Bullock, Secretary of State  
AUTHENTICATION: 7965866

DATE: 04-30-10

State of Delaware  
 Secretary of State  
 Division of Corporations  
 Delivered 12:44 PM 04/30/2010  
 FILED 12:44 PM 04/30/2010  
 SRV 100446712 - 0779431 FILE

**CERTIFICATE OF MERGER**

of

**CONSOL ENERGY HOLDINGS LLC XVI,  
 (a Delaware limited liability company)**

with and into

**CONSOL GAS COMPANY  
 (a Delaware corporation)**

Pursuant to Section 264(c) of the General Corporation Law of the State of Delaware (the "DGCL"), CONSOL Gas Company, a Delaware corporation, does hereby CERTIFY that:

**FIRST:** The name and state of organization of each of the constituent entities are:

- (a) CONSOL Gas Company, a Delaware corporation ("CONSOL Gas")
- (b) CONSOL Energy Holdings LLC XVI, a Delaware limited liability company ("XVI")

**SECOND:** An Agreement and Plan of Merger, dated as of April 30, 2010, by and between CONSOL Gas and XVI, setting forth the terms and conditions of the merger of XVI with and into CONSOL Gas, has been approved, adopted, certified, executed and acknowledged by the constituent entities in accordance with Section 264 of the DGCL.

**THIRD:** The name of the surviving entity is "CONSOL Gas Company."

**FOURTH:** At the effective time of the merger, the Certificate of Incorporation of CONSOL Gas Company, as amended and as in effect immediately prior to the merger, shall be amended and restated so as to read in its entirety as set forth in Exhibit A hereto, and, as so amended and restated, shall be the Amended and Restated Certificate of Incorporation of the surviving corporation.

**FIFTH:** The executed Agreement and Plan of Merger is on file at the principal place of business of the surviving corporation, located at 1000 CONSOL Energy Drive, Canonsburg, Pennsylvania, 15317.

**SIXTH:** A copy of the Agreement and Plan of Merger will be furnished by CONSOL Gas Company, on request and without cost, to any stockholder of the surviving corporation or any member of XVI.

**SEVENTH:** This Certificate of Merger shall become effective upon filing hereof with the Secretary of State of the State of Delaware.

*[Signature Page Follows]*



IN WITNESS WHEREOF, CONSOL Gas Company has caused this Certificate of Merger to be signed by the undersigned duly authorized signatory, this 30<sup>th</sup> day of April, 2010.

CONSOL GAS COMPANY

By: 

Name: Stephen W. Johnson

Title: Senior Vice President and General Counsel

*[CONSOL Gas/XVI. Certificate of Merger]*

085

10068

EXHIBIT A

**AMENDED AND RESTATED  
CERTIFICATE OF INCORPORATION  
OF  
CONSOL GAS COMPANY**

---

CONSOL GAS COMPANY, a corporation organized and existing under the laws of the state of Delaware, does hereby certify as follows:

1. The Corporation was originally incorporated under the name "CNG Development Company of Alberta" and the original certificate of incorporation was filed with the Secretary of State of the State of Delaware on February 29, 1972, as amended on March 9, 1972, as further amended on July 8, 1974, as further amended on January 23, 1975, as further amended on April 30, 1980, as further amended on July 7, 1980, as further amended on July 13, 1982, as further amended on January 9, 1985, as further amended on November 24, 1987, as further amended on November 15, 1989, as further amended on December 20, 1990, as further amended on April 12, 2000, as further amended on April 30, 2010 (the "Original Certificate").

2. This Amended and Restated Certificate of Incorporation (the "Amended and Restated Certificate") was duly adopted by the Board of Directors and the sole stockholder of the Corporation in accordance with Sections 228, 242 and 245 of the General Corporation Law of the State of Delaware (the "DGCL").

3. This Amended and Restated Certificate restates, integrates and further amends the provisions of the Original Certificate.

4. This Amended and Restated Certificate shall be effective on the date of filing with the Secretary of State of the State of Delaware.

5. The text of the Original Certificate is hereby restated and amended in its entirety to read as follows:

ARTICLE I

The name of the corporation (which is hereinafter referred to as the "Corporation") is: CONSOL Gas Company.

ARTICLE II

The address of the Corporation's registered office in the State of Delaware is 160 Greentree Drive, Suite 101, Dover, Delaware 19904, County of Kent. The name of the Corporation's registered agent at such address is National Registered Agents, Inc.

ARTICLE III

The purpose of the Corporation shall be to engage in any lawful act or activity for which corporations may be organized and incorporated under the General Corporation Law of the State of Delaware.

ARTICLE IV

Section 1. The Corporation shall be authorized to issue 1,000 shares of capital stock, of which 1,000 shares shall be shares of Common Stock, par value \$0.01 per share ("Common Stock").

Section 2. Except as otherwise provided by law, the Common Stock shall have the exclusive right to vote for the election of directors and for all other purposes. Each share of Common Stock shall have one vote, and the Common Stock shall vote together as a single class.

ARTICLE V

Unless and except to the extent that the By-Laws of the Corporation shall so require, the election of directors of the Corporation need not be by written ballot.



#### ARTICLE VI

In furtherance and not in limitation of the powers conferred by law, the Board of Directors of the Corporation (the "Board") is expressly authorized and empowered to make, alter and repeal the By-Laws of the Corporation by a majority vote at any regular or special meeting of the Board or by written consent, subject to the power of the stockholders of the Corporation to alter or repeal any By-Laws made by the Board.

#### ARTICLE VII

The Corporation reserves the right at any time from time to time to amend, alter, change or repeal any provision contained in this Certificate of Incorporation, and any other provisions authorized by the laws of the State of Delaware at the time in force may be added or inserted, in the manner now or hereafter prescribed by law; and all rights, preferences and privileges of whatsoever nature conferred upon stockholders, directors or any other persons whomsoever by and pursuant to this Certificate of Incorporation in its present form or as hereafter amended are granted subject to the right reserved in this Article.

#### ARTICLE VIII

Section 1. Elimination of Certain Liability of Directors. A director of the Corporation shall not be personally liable to the Corporation or its stockholders for monetary damages for breach of fiduciary duty as a director, except to the extent such exemption from liability or limitation thereof is not permitted under the General Corporation Law of the State of Delaware as the same exists or may hereafter be amended.

Any repeal or modification of the foregoing paragraph shall not adversely affect any right or protection of a director of the Corporation existing hereunder with respect to any act or omission occurring prior to such repeal or modification.

Section 2. Indemnification and Insurance.

(a) Right to Indemnification. Each person who was or is made a party or is threatened to be made a party to or is involved in any action, suit or proceeding, whether civil, criminal, administrative or investigative (hereinafter a "proceeding"), by reason of the fact that he or she, or a person of whom he or she is the legal representative, is or was a director or officer of the Corporation or is or was serving at the request of the Corporation as a director, officer, employee or agent of another corporation or of a partnership, joint venture, trust or other enterprise, including service with respect to employee benefit plans, whether the basis of such proceeding is alleged action in an official capacity as a director, officer, employee or agent or in any other capacity while serving as a director, officer, employee or agent, shall be indemnified and held harmless by the Corporation to the fullest extent authorized by the General Corporation Law of the State of Delaware, as the same exists or may hereafter be amended (but, in the case of any such amendment, to the fullest extent permitted by law, only to the extent that such amendment permits the Corporation to provide broader indemnification rights than said law permitted the Corporation to provide prior to such amendment), against all expense, liability and loss (including attorneys' fees, judgments, fines, amounts paid or to be paid in settlement, and excise taxes or penalties arising under the Employee Retirement Income Security Act of 1974) reasonably incurred or suffered by such person in connection therewith and such indemnification shall continue as to a person who has ceased to be a director, officer, employee or agent and shall inure to the benefit of his or her heirs, executors and administrators; provided, however, that,

except as provided in paragraph (b) hereof, the Corporation shall indemnify any such person seeking indemnification in connection with a proceeding (or part thereof) initiated by such person only if such proceeding (or part thereof) was authorized by the Board. The right to indemnification conferred in this Section shall be a contract right and shall include the right to be paid by the Corporation the expenses incurred in defending any such proceeding in advance of its final disposition; provided, however, that, if the General Corporation Law of the State of Delaware requires, the payment of such expenses incurred by a director or officer in his or her capacity as a director or officer (and not in any other capacity in which service was or is rendered by such person while a director or officer, including, without limitation, service to an employee benefit plan) in advance of the final disposition of a proceeding, shall be made only upon delivery to the Corporation of an undertaking, by or on behalf of such director or officer, to repay all amounts so advanced if it shall ultimately be determined that such director or officer is not entitled to be indemnified under this Section or otherwise. The Corporation may, by action of the Board, provide indemnification to employees and agents of the Corporation with the same scope and effect as the foregoing indemnification of directors and officers.

(b) Right of Claimant to Bring Suit. If a claim under paragraph (a) of this Section is not paid in full by the Corporation within thirty days after a written claim has been received by the Corporation, the claimant may at any time thereafter bring suit against the Corporation to recover the unpaid amount of the claim and, if successful in whole or in part, the claimant shall be entitled to be paid also the expense of prosecuting such claim. It shall be a defense to any such action (other than an action brought to enforce a claim for expenses incurred in defending any proceeding in advance of its final disposition where the required undertaking, if any is required, has been tendered to the Corporation) that the claimant has not met the standards

of conduct which make it permissible under the General Corporation Law of the State of Delaware for the Corporation to indemnify the claimant for the amount claimed, but the burden of proving such defense shall be on the Corporation. Neither the failure of the Corporation (including its Board, independent legal counsel, or its stockholders) to have made a determination prior to the commencement of such action that indemnification of the claimant is proper in the circumstances because he or she has met the applicable standard of conduct set forth in the General Corporation Law of the State of Delaware, nor an actual determination by the Corporation (including its Board, independent legal counsel, or its stockholders) that the claimant has not met such applicable standard of conduct, shall be a defense to the action or create a presumption that the claimant has not met the applicable standard of conduct.

(c) Non-Exclusivity of Rights. The right to indemnification and the payment of expenses incurred in defending a proceeding in advance of its final disposition conferred in this Section shall not be exclusive of any other right which any person may have or hereafter acquire under any statute, provision of the Certificate of Incorporation, By-law, agreement, vote of stockholders or disinterested directors or otherwise.

(d) Insurance. The Corporation may maintain insurance, at its expense, to protect itself and any director, officer, employee or agent of the Corporation or another corporation, partnership, joint venture, trust or other enterprise against any such expense, liability or loss, whether or not the Corporation would have the power to indemnify such person against such expense, liability or loss under the General Corporation Law of the State of Delaware.



IN WITNESS WHEREOF, CONSOL Gas Company has caused this Amended and Restated Certificate of Incorporation to be duly executed in its name and on its behalf by its Senior Vice President and General Counsel on this 30<sup>th</sup> day of April, 2010.

CONSOL GAS COMPANY



Name: Stephen W. Johnson  
Title: Senior Vice President and General Counsel

Instrument Book Page  
201100001423 6 634

085 10068

201100001423  
Filed for Record in  
RITCHIE COUNTY, WV  
SUSAN J SCOTT, COUNTY CLERK  
05-31-2011 At 03:33 pm.  
AFF NAM CNG 102.00  
Book 6 Page 634 - 721

Instrument Book Page  
201100001424 253 841

201100001424  
Filed for Record in  
RITCHIE COUNTY, WV  
SUSAN J SCOTT, COUNTY CLERK  
05-31-2011 At 03:33 pm.  
AFFIDAVITLB 102.00  
Book 253 Page 841 - 928

STATE OF WEST VIRGINIA

COUNTY OF RITCHIE

**AFFIDAVIT OF NAME CHANGES AND MERGERS**

Before me, the undersigned authority, personally appeared Robert P. King in his capacity as Executive Vice President of CNX Gas Corporation, a Delaware corporation, the sole member of CNX Gas Company LLC, a Virginia limited liability company ("CNX"), whose address for notice purposes is 1000 Consol Energy Drive, Canonsburg, PA 15317, having been first duly sworn, on oath, deposes and says that:

1. CNX is as of the date hereof, following the consummation of the transactions described in Sections 2 through 7 below, the record owner of certain real property located in Ritchie County, West Virginia (the "Properties").

2. A Purchase and Sale Agreement ("PSA"), dated as of March 14, 2010, was entered into by and among Dominion Resources, Inc., a Virginia corporation ("DRI"), Dominion Transmission, Inc., a Delaware corporation ("DTI") and Dominion Energy, Inc., a Virginia corporation ("DEI"), and CONSOL Energy Holdings LLC VI, a Delaware limited liability company ("CEH VI" or "Purchaser"), wherein, among other things, (i) DRI agreed to sell, and Purchaser agreed to purchase, all of the issued and outstanding shares of Dominion Exploration & Production, Inc., a Delaware corporation ("DEPI"), including DEPI's wholly owned subsidiary, Dominion Coalbed Methane Inc., a Delaware corporation ("DCMI"), (ii) DEI agreed to sell, and Purchaser agreed to purchase, all of the issued and outstanding shares of Dominion Reserves, Inc., a Virginia corporation ("Reserves"), including Reserves' wholly owned subsidiaries, Dominion Appalachian Development, LLC, a Virginia limited liability company ("DADL") and Dominion Appalachian Development Properties, L.L.C., a Virginia limited liability company ("DADP") and (iii) DTI agreed to sell, and Purchaser agreed to purchase, certain of DTI's oil and gas properties, rights and related assets (the "Additional Assets"). The PSA closed on April 30, 2010 (the "Closing").

3. Immediately after the Closing:

- (a) DEPI was renamed "CONSOL Gas Company" ("CGC"), as evidenced by that certain Certificate of Amendment to the Certificate of Incorporation of DEPI, dated effective as of April 30, 2010, filed with the Secretary of State of the State of Delaware on April 30, 2010, a copy of which is attached hereto and incorporated herein for all purposes as Exhibit A.
- (b) CONSOL Energy Holdings XVI, a Delaware limited liability company ("CEH XVI") and wholly owned subsidiary of CEH VI, which was assigned CEH VI's right, title and interest to purchase the Additional Assets prior to Closing, was then merged with and into CGC, as evidenced by that certain Certificate of Merger of CEH XVI with and into CGC, dated effective as of April 30, 2010, filed with the Secretary of State of the State of Delaware on April 30, 2010, a copy of which is attached hereto and incorporated herein for all purposes as Exhibit B. CGC survived the merger and became a wholly owned subsidiary of CEH VI.
- (c) DCMI was renamed "CONSOL Gas Coalbed Methane Inc." ("CGCMI"), as evidenced by that certain Certificate of Amendment to the Certificate of Incorporation of DCMI, dated effective as of April 30, 2010, filed with the Secretary of State of the State of Delaware on April 30, 2010, a copy of which is attached hereto and incorporated herein for all purposes as Exhibit C.
- (d) Reserves was renamed "CONSOL Gas Reserves Inc." ("CGRI"), as evidenced by those certain Articles of Amendment to the Articles of Incorporation of Reserves, dated effective as of April 30, 2010, filed with the Commonwealth of Virginia State Corporation Commission on April 30, 2010, a copy of which is attached hereto and incorporated herein for all purposes as Exhibit D.
- (e) DADL was renamed "CONSOL Gas Appalachian Development LLC" ("CGAD"), as evidenced by those certain Articles of Amendment to the Articles of Organization of DADL, dated effective as of April 30, 2010, filed with the Commonwealth of Virginia State Corporation Commission on April 30, 2010, a copy of which is attached hereto and incorporated herein for all purposes as Exhibit E.
- (f) DADP was renamed "CONSOL Gas Appalachian Development Properties LLC" ("CGADP"), as evidenced by those certain Articles of Amendment to the Articles of Organization of DADP, dated effective as of April 30, 2010, filed with the Commonwealth of Virginia State Corporation Commission on April 30, 2010, a copy of which is attached hereto and incorporated herein for all purposes as Exhibit F.

4. Thereafter, CGCMI was merged with and into CGC, as evidenced by that certain Certificate of Ownership and Merger Merging CGCMI into CGC, dated effective as of June 28, 2010, filed with the Secretary of State of the State of Delaware on June 28, 2010, a copy of which is attached hereto and incorporated herein for all purposes as Exhibit G.
5. CGADP and CGAD merged with and into CGRI, as evidenced by those certain Articles of Merger of CGADP and CGAD into CGRI, dated effective as of June 29, 2010, filed with the Commonwealth of Virginia State Corporation Commission on June 29, 2010, a copy of which is attached hereto and incorporated herein for all purposes as Exhibit H.
6. CGRI was merged with and into CGC, as evidenced by (i) that certain Certificate of Merger of CGRI into CGC, dated effective as of June 29, 2010, filed with the Secretary of State of the State of Delaware on June 29, 2010, a copy of which is attached hereto and incorporated herein for all purposes as Exhibit I(i), and (ii) those certain Articles of Merger of CGRI into CGC, dated effective as of June 29, 2010, filed with the Commonwealth of Virginia State Corporation Commission on June 29, 2010, a copy of which is attached hereto and incorporated herein for all purposes as Exhibit I(ii).
7. On January 1, 2011, CGC was merged with and into CNX, as evidenced by (i) that certain Certificate of Ownership and Merger Merging CGC into CNX, dated as of December 21, 2010 and made effective as of January 1, 2011, filed with the Secretary of State of the State of Delaware on December 29, 2010, a copy of which is attached hereto and incorporated herein for all purposes as Exhibit J(i), and (ii) those certain Articles of Merger of CGC into CNX, dated as of December 21, 2010 and made effective as of January 1, 2011, filed with the Commonwealth of Virginia State Corporation Commission on December 29, 2010, a copy of which is attached hereto and incorporated herein for all purposes as Exhibit J(ii). Accordingly, the name of the record owner of the Properties is now "CNX Gas Company LLC".

*[Signature Page Follows]*

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Executed this 13 day of May, 2011.

CNX GAS COMPANY LLC

By: CNX GAS CORPORATION, its sole member

By:   
Name: Robert P. King  
Title: Executive Vice President

Signature Page to Affidavit – Ritchie County, West Virginia



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COMMONWEALTH OF PENNSYLVANIA §  
COUNTY OF WASHINGTON §

This document was subscribed and sworn to before me on May 13, 2011, by Robert P. King as Executive Vice President of CNX Gas Corporation, a Delaware corporation, in such capacity and on behalf of said corporation.

*Eve A. Flaherty*

Printed Name: Eve A. Flaherty  
Notary Public in and for the Commonwealth of Pennsylvania  
County of ~~Washington~~ Allegheny

My commission expires: May 13 2012

COMMONWEALTH OF PENNSYLVANIA  
Notarial Seal  
Eve A. Flaherty, Notary Public  
Upper St. Clair Twp., Allegheny County  
My Commission Expires May 13, 2012  
Member, Pennsylvania Association of Notaries

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**EXHIBIT A**

[See Attached]

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# Delaware

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*The First State*


I, JEFFREY W. BULLOCK, SECRETARY OF STATE OF THE STATE OF DELAWARE, DO HEREBY CERTIFY THE ATTACHED IS A TRUE AND CORRECT COPY OF THE CERTIFICATE OF AMENDMENT OF "DOMINION EXPLORATION & PRODUCTION, INC.", CHANGING ITS NAME FROM "DOMINION EXPLORATION & PRODUCTION, INC." TO "CONSOL GAS COMPANY", FILED IN THIS OFFICE ON THE THIRTIETH DAY OF APRIL, A.D. 2010, AT 12:07 O'CLOCK P.M.



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You may verify this certificate online at [corp.delaware.gov/authver.shtml](http://corp.delaware.gov/authver.shtml)

  
Jeffrey W. Bullock, Secretary of State  
AUTHENTICATION: 8711601

DATE: 04-21-11