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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

May 08, 2015

**WELL WORK PLUGGING PERMIT**

**Plugging**

This permit, API Well Number: 47-3301476, issued to CNX GAS COMPANY LLC , is evidence of permission granted to perform the specified well work at the location described on the attached pages and located on the attached plat, subject to the provisions of Chapter 22 of the West Virginia Code of 1931, as amended, and all rules and regulations promulgated thereunder, and to all conditions and provisions outlined in the pages attached hereto. Notification shall be given by the operator to the Oil and Gas Inspector at least 24 hours prior to the construction of roads, locations, and/or pits for any permitted work. In addition, the well operator shall notify the same inspector 24 hours before any actual well work is commenced and prior to running and cementing casing. Spills or emergency discharges must be promptly reported by the operator to 1-800-642-3074 and to the Oil and Gas inspector.

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

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

James Martin

Chief

Operator's Well No: 7411

Farm Name: REYNOLDS-GOR

**API Well Number: 47-3301476**

**Permit Type: Plugging**

Date Issued: 05/08/2015

**Promoting a healthy environment.**

**05/08/2015**

## PERMIT CONDITIONS

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

### CONDITIONS

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

3301476P

WW-4B  
Rev. 2/01

1) Date 3/9, 2015  
2) Operator's  
Well No. 7411  
3) API Well No. 47-033 - 01476

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

APPLICATION FOR A PERMIT TO PLUG AND ABANDON

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

5) Location: Elevation 1169.74' Watershed Crooked Run  
District Coal County Harrison Quadrangle Clarksburg

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

8) Oil and Gas Inspector to be notified 9) Plugging Contractor  
Name Sam Ward Name See Attached  
Address P.O. Box 2327 Address \_\_\_\_\_  
Buckhannon, WV 26201

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

See attached work order

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

Work order approved by inspector S P Ward Date 3/9/15

05/08/2015

Attachment – Form WW-4B:

**Potential Plugging Contractors:**

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

Viking Well Service  
8113 Sissonville Drive  
Sissonville, WV 25320

Stalnaker Energy  
220 West Main Street  
Glennville, WV 26351

Contractor Services Inc.  
929 Charleston Road  
Spencer, WV 25276

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

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# Plugging Work Order for Permit 47-033-01476

## CNX Gas - Well DTI 7411

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1. Verify TD.  $\approx 3187'$
2. TIH w/ 2-3/8" work string to TD
3. Pump bottom cement plug from TD to 3050'.
4. TOH w/ 2-3/8" work string. Wait on cement.
5. TIH w/perf guns and perforate lower section of 5 1/2" casing from 2367'-1590'. 5 1/2" casing was cut off and left in well to cover 30' & 50' sands.
6. TIH w/ 2-3/8" work string to 2520'.
7. Pump cement plug from 2520' to 1600' (csg point/cut/perfs, 30', 50', and gas shows).
8. TOH w/ 2-3/8" work string.
9. Attempt to pull 5 1/2". If unable to pull, free point and cut casing above the packer. Pull all free 5 1/2" casing.
10. Attempt to pull 6 5/8". If unable to pull, free point and cut casing. Pull all free 6 5/8" casing.
11. TIH w/ 2-3/8" work string to 1600'.
12. Set cement plug from 1600'-1350' (csg point/cut and gas shows).
13. TOH w/ 2-3/8" work string.
14. Attempt to pull 8 1/4". If unable to pull, free point and cut casing. Pull all free 8 1/4" casing.
15. TIH w/ 2-3/8" work string to 1200'.
16. Pump cement plug from 1200' to 750 (csg point/cut, water show, and elevation).
17. TOH w/ 2-3/8" work string
18. Attempt to pull 10" casing, if unable to pull perforate pipe.
19. TIH with work string to 550'
20. Pump cement plug from 550' to surface (gas & water shows and 10" csg point).
21. TOH w/ 2-3/8" work string, and top off cement to surface.
22. Install 6" diameter x 14' monument (10' below grade, 4' above grade)  
API 47-033-01476.

Work Order approved by Inspector S. P. Warrant Date: 3/19/15

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

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**HOPE NATURAL GAS COMPANY**

SQS. N. 10 E 14W  
DRILLED 1927 19

Form Name Reynolds - Gore

**WELL 7411**

ORIGINAL TEST 576-M M. FROM 50', 5th, Speechley

SANDS

REPAIRS	DATE	TEST AFTER	SANDS	Drilled From	Deeper To
C.O.	10-15-42	103.7*m	Inj., 50', 30', 5th, Spec'ly		None

Cleaning Out Driller

R.P. 1947, 38#; 1949, 48#; 1950, 44#; 1952, 41#; 1954, 40#; 1956, 37#;

DATE OF SHOT	SIZE	SAND	RESULTS
9-14-42	20 Qts.	Speechly	26.7-M to 30.5-M
9-14-42	10 Qts.	5th	30.5-M to 36.8-M

10 3/4" 144	FEET. WT. PER FT.	# 8 3/4" 1124	FEET. WT. PER FT.	# 7" 1505	FEET. WT. PER FT.	#
5 1/2" 2367	FEET. WT. PER FT.	# TUBING 3 1/2"	FEET. WT. PER FT.	# TUBING 2 3/4"	FEET. WT. PER FT.	#
LINER	FEET.	DEPTH OF LAST GAS PAY 3160	FEET.	TOTAL DEPTH 3187	FEET.	

CSG. HEAD	IN.;	SAND;	IN.;	SAND;	IN.;	SAND;	IN.;	SAND;	IN.;	REMARKS
BAILED	No. DAYS	COST	B. M. OPERATOR	DEPTH BAILED	AMT. WATER	TEST BEFORE	TEST AFTER	CSG. HEAD	24 HR. ROCK	
6-12-45	2	23.52	F.I.D.	3187	None	53.2	53.2		23	60 Min.
2-15-46	3	36.05	F.I.D.	3187	None	51.0	51.0		22#	60 Min.
8-23-49	6	110.00	F.I.D.	3187	None	23.9-M	43.7		25	60 Min.
3-30-60	2	35.65	C.E.L.	2391	Salt.Br.	25.4	26.7		15	1 Hr. Salt Bridge

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WELL NO. **7411** NAME **Reynolds - Lane** LEASE NO. **44653** ACRES **565** N. **S. 10** E. **14** W. DISTRICT **13** **1928** SALE

**RECORD**

FORMATION	TOP	BOTTOM	OIL AT	GAS AT	WATER AT	FRESH OR SALT	SIZE	PUT IN WELL	PULLED	CEMENTED
Pittsburgh Coal	89	97		4805.0	750		13 in. Casing	142		Date 1928
Dunkard Sand	45	52		600-510	925		10 in. Casing	1122		Size Casing 10"
Salt Sand	820	1220		410-510			8 1/2 in. Casing	1505		Top
Mason Sand	1370	1260		1070-510			6 1/2 in. Casing	7367	1590'	Bottom 142
Big Lime	1462	1505					5 1/2 in. Casing	3187	3186'10"	
Injun Sand	1505	1680					2 in. Tubing	1580'		
Bears Sand							5 1/2 in. Tubing			
Gantz Sand	1920	1978		2040-47						
Fifty Foot Sand	2014	2047		2085						
Thirty Foot Sand	2120	2153		2132						
Stray Sand	2260	2278								
Garden Sand	2292	2322								
Fourth Sand	2344	2378		2462						
Fifth Sand	2462	2495		2460						
Grand Sand	3145	3167		3150						
<b>SHOOTING</b>										
	DATE	QTS.	SAND	VOLUME BEFORE	VOLUME /					
	9-14-42	70	Speechley	26,791	30.5					
	9-14-42	10	5th	30,546	36.8					
<b>TOTAL DEPTH 3167</b>										

CONTRACTOR **C. S. Reynolds**  
 PURCHASED FROM **C. S. Reynolds Co.**  
 DATE PURCHASED **Jan 1, 1929**  
 DATE SHUT IN **47-033-1476**

**PACKERS**

DATE TAKEN	READING	LIQUID	OPENING PRESSURE	1 MIN.	5 MIN.	10 MIN.	30 MIN.	60 MIN.	ROCK	VOLUME	SAND	SIZE	MAKE	SET
Mar. 3 1928	28/10	W.	2'	10	35	48	61	66	80	251000	Speechley	5"	Phos	
Mar. 3 1928	30/10		1'	1	5	10	30	50	95	65000	Speechley	6 1/2"	B.A.	
Mar. 3 1928	30/10		2'	30	110	205	460	625	860	260000	Speechley	5 1/2"	B.A.	
May 1928								750		74000		5 1/2"	B.M.A.	5 1/2"
May 1929								67		45,000	50' x 30'		Anchor	153
May 1929								67		17,000	5th			
July 1929								555		45,000	Speechley			
July 1929				7	29	56	142	212		41,222				
Oct. 1929				8	17	36	46	58		103,700	1 1/2" x 50' x 30' 5th			
July 1949				0	2	7	18	29		22,011	Ditto			

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# HOPE NATURAL GAS COMPANY

3301476P

Date May 10, 1929

District Buffalo

Inventory of Well #7411 (C. L. & H. Co. #257)

Reynolds-Gore

Coal District Harrison County, West Virginia  
Purchased From Clarksburg Light and Heat Company

Assigned No. Well #7411

Remarks

Quantity	ITEMS IN DETAIL	Book Cost	Analysis
<u>WELL CONTENT</u>			
3186 10/12	Feet 2" Tubing <i>2-4010</i>		
2367	Feet 5 3/16" Casing ✓		
1605	Feet 6 5/8" Casing ✓		
1124	Feet 8 1/2" Casing ✓		
144	Feet 10" Casing ✓		
1	8 1/2" Casing Shoe ✓		
1	6 5/8" x 8 1/2" Packer ✓		
1	5 3/16" x 6 5/8" Packer ✓		
1	5 3/16" x 2" Anchor Packer <i>2 489</i>		
1	2" x 12" R. & L. Hipple <i>2 489</i>		
<u>SHIPPING IN OUTFIT</u>			
1	6 5/8" x 5 3/16" x 2" Stuffing Box ✓ Casing Head		
1	5 3/16" x 2" x 2" Stuffing Box ✓ Casing Head		
1	2" Tee ✓		
2	2" x 6" Nipples ✓		
5	2" x 8" Nipples ✓		
3	1" x 4" Nipples ✓		
4	2" - #9 Inflow Gates ✓		
3	1" Brass Stops ✓		
3	2" x 1" Bushings ✓		
3	1" x 3/8" Bushings ✓		
1	Set 2" Anchor Clamps ✓		
3	Set 7/8" Anchor Rods ✓		
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# Hope Natural Gas Company

N. 10 S. 14 E. W.

7411

Well No. 44572 Report on Defective Well 44672 Working District

Name Reynolds-Gore Coal Coal District Harrison County

GAS	ORIGINAL TEST					TEST TAKEN FOR THIS REPORT						
	Date	Reading	Valve	Opening	Spk	Inj. Sand	Date	Reading	Liquid	Opening	Rock	Inj. Sand
	3-3-28	28/10	Water	1"	95	Fifth	1-15-42	12/10	Water	3/4"	Fifth	
	3-3-28	30/10	Water	2"	860	Speckley	1-15-42	14/10	Water	3/4"	Speckley	
OIL	Barrels (Daily) (Monthly)					None Barrels (Daily) (Monthly)						

### Record of Casing and Tubing in this Well:

144' 1124' 1505' 2367' 3187' 2" inch  
 18 inch 10 inch 8 3/4 inch 6 3/4 inch 5 3/16 inch Tubing

### History of Well:

Depth of Pittsburgh Coal 89 Original Depth 2040 Present Depth 3187  
 Well Producing { Gas Speckley Sand None at depths of (2110-2180) Oil-Produced by None  
 Oil None Sand None Condition of Rig None

Amount of Cavings in hole: 3-13-40 Amount of Water: 18/10 Water 3/4" F.M. or 17,972 Cu Ft. Amount of Oil: None  
 Date well cleaned out: 3-13-40 Result: 18/10 Water 3/4" F.M. or 17,972 Cu Ft.

Date of Shot	Size	Sand	Result
	<u>Well Not Shot</u>		

What should be done with well in my opinion: Move in Drilling Machine & tools pull 2" Tubing  
Clean out and report.

Date 1-20-1942 District Superintendent [Signature]

I would recommend Clean out & Report Division Superintendent [Signature]

Date 2/6/42 Approved [Signature] General Superintendent

Repair as per recommendation of General Superintendent

Date FEB 1 1942 Vice President [Signature]

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10" ...  
...

10" WAS COMPLETED IN 1928  
3 1/2" SHOE  
1 1/2" ...  
1 1/2" ... 1536' 44' ...

Well ... on 7-14-42  
20 ... - Sperry  
10 ... - ...

5 1/2" ...  
5 1/2" ...  
5 1/2" ...  
1 - 5 1/2" ...  
255 ...

Original ...  
Original ...

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W 1911 - 5H 15244 - 387'  
Loc will not ...  
Cost ...

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OK

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WW-4A  
Revised 6-07

1) Date: 3/9/2015  
2) Operator's Well Number 7411  
3) API Well No.: 47 - 033

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

4) Surface Owner(s) to be served:	5) (a) Coal Operator
(a) Name <u>See Attached</u>	Name <u>Three Musketeers Inc. / Tipple Enterprise, LLC</u>
Address _____	Address <u>P.O. Box 466</u>
	<u>Lumberport, WV 26386</u>
(b) Name _____	(b) Coal Owner(s) with Declaration
Address _____	Name <u>See Attached</u>
	Address _____
(c) Name _____	Name _____
Address _____	Address _____
6) Inspector <u>Sam Ward</u>	(c) Coal Lessee with Declaration
Address <u>P.O. Box 2327</u>	Name <u>None of Declaration</u>
<u>Buckhannon, WV 26201</u>	Address _____
Telephone <u>304-389-7583</u>	_____

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

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

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

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



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

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

**Oil and Gas Privacy Notice**

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

05/08/2015

3301476P

SURFACE OWNERS: REYNOLDS-GORE #7411, API #033-01476, M/P 266-25, COAL DISTRICT, HARRISON COUNTY, WEST VIRGINIA:

- ✓ 1. Gary & Charlene Bates 2/7  
127 Howard Run  
Clarksburg, WV 26301
- ✓ 2. Raymond O. Davis, Jr. & 1/7  
Esther F. Carmichael  
14453 Miranna Street  
Brooksville, FL 34613
- ✓ 3. Maxine B. Rowan & 1/7  
Mari Jo Betterley  
4111 Rancheria Road  
Fallon, NV 89406
- ✓ 4. Sarah E. Casto, W. Abraham Sargent 1/7  
& Richard Sargent  
532 Rosita Lynn Drive  
Pt. Pleasant, WV 25520
- ✓ 5. Janice Rowan Mahurin 1/7  
Rt. 3, Box 173C  
Clarksburg, WV 26301
- ✓ 6. Charlotte June Rowan 1/7  
2010 Kelly Creek Circle  
Oveido, FL 32765

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Total Postage & Fees	\$ 8.03

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 Gary & Charlene Bates  
 127 Howard Run  
 Clarksburg, WV 26301  
 P&A Well 7411  
 Surface Owner

PS Form 3800, August 2006 See Reverse for Instructions

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 Raymond O. Davis, Jr. & Esther F. Carmichael  
 14453 Miranna Street  
 Brooksville, FL 34613  
 P&A Well 7411  
 Surface Owner

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Sent To  
 Maxine B. Rowan & Mari Jo Betterley  
 4111 Rancheria Road  
 Fallon, NV 89406  
 P&A Well 7411  
 Surface Owner

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 Sarah E. Casto, W. Abraham Sargent & Richard Sargent  
 532 Rosita Lynn Drive  
 Pt. Pleasant, WV 25520  
 P & A Well 7411  
 Surface Owner

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 Janice Rowan Mahurin  
 Rt. 3 Box 173C  
 Clarksburg, WV 26301  
 P&A Well 7411  
 Surface Owner

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 Charlotte June Rowan  
 2010 Kelly Creek Circle  
 Oviedo, FL 32765  
 P&A Well 7411  
 Surface Owner

PS Form 3800, August 2006 See Reverse for Instructions

05/08/2015

COAL OWNERS: REYNOLDS-GORE #7411, API #033-01476, M/P 266-25, COAL DISTRICT, HARRISON COUNTY, WEST VIRGINIA:

1. David O. Bishop  
9 Shawdow Creek Way  
Ormand Beach, FL 32174 1/12
2. Stephen R. Bishop  
144 Wing Foot Circle  
Daytona Beach, FL 32114 1/12
3. Kevin N. Hamric  
1622 Norwood Circle  
Lexington, KY 40515 1/6
4. Sharon J. Reynolds Lundeen  
212 29<sup>th</sup> Avenue N.  
Myrtle Beach, SC 29582 1/6
5. Richard O. Rockenstein  
4425 Chickasaw Road  
Kingsport, TN 37664 1/3
6. Marie Donovan  
205 Field Club Road  
Pittsburgh, PA 15238 1/12
7. EIGG Land Limited &  
Black Gold Group, Limited  
P.O. Box 31  
New Philadelphia, OH 44663 1/24
8. Katherine Cassidy &  
David J. Cassidy  
336 N. Christian St., Unit F  
Lancaster, PA 17602 1/24

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Sent To  
**David O. Bishop**  
 9 Shadow Creek Way  
 Ormond Beach, FL 32174  
 P&A Well 7411  
 Coal Owner

PS Form 3800, August 2006 See Reverse for Instructions

7014 0510 0000 4142 4357

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Postage	\$ 2.03
Certified Fee	330
Return Receipt Fee (Endorsement Required)	270
Restricted Delivery Fee (Endorsement Required)	
<b>Total Postage &amp; Fees</b>	<b>\$ 8.03</b>

Postmark Here  
 FEB 17 2015

Sent To  
**Stephen R. Bishop**  
 144 Wing Foot Circle  
 Daytona Beach, FL 32114  
 P&A Well 7411  
 Coal Owner

PS Form 3800, August 2006 See Reverse for Instructions

7014 0510 0000 4142 4364

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Certified Fee	330
Return Receipt Fee (Endorsement Required)	270
Restricted Delivery Fee (Endorsement Required)	
<b>Total Postage &amp; Fees</b>	<b>\$ 8.03</b>

Postmark Here  
 FEB 17 2015

Sent To  
**Kevin N. Hamric**  
 1622 Norwood Circle  
 Lexington, KY 40515  
 P&A Well 7411  
 Coal Owner

PS Form 3800, August 2006 See Reverse for Instructions

7014 0510 0000 4142 4371

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Certified Fee	330
Return Receipt Fee (Endorsement Required)	270
Restricted Delivery Fee (Endorsement Required)	
<b>Total Postage &amp; Fees</b>	<b>\$ 8.03</b>

Postmark Here  
 FEB 17 2015

Sent To  
**Sharon J. Reynolds Lundeen**  
 212 29th Avenue N.  
 Myrtle Beach, SC 29582  
 P&A Well 7411  
 Coal Owner

PS Form 3800, August 2006 See Reverse for Instructions

7014 0510 0000 4142 4388

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Certified Fee	330
Return Receipt Fee (Endorsement Required)	270
Restricted Delivery Fee (Endorsement Required)	
<b>Total Postage &amp; Fees</b>	<b>\$ 8.03</b>

Postmark Here  
 FEB 17 2015

Sent To  
**Richard O. Rockenstein**  
 4425 Chickasaw Road  
 Kingsport, TN 37664  
 P&A Well 7411  
 Coal Owner

PS Form 3800, August 2006 See Reverse for Instructions

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 Office of Oil & Gas  
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 Office of Oil & Gas  
 MAR 2 9 2015

7014 0510 0000 4142 4394

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Postage	\$ 2.03
Certified Fee	330
Return Receipt Fee (Endorsement Required)	270
Restricted Delivery Fee (Endorsement Required)	
<b>Total Postage &amp; Fees</b>	<b>\$ 8.03</b>

Postmark Here  
 FEB 17 2015

Sent To  
**Marie Donovan**  
 205 Field Club Road  
 Pittsburgh, PA 15238  
 P&A Well 7411  
 Coal Owner

PS Form 3800, August 2006 See Reverse for Instructions

05/08/2015

33014767

7014 0510 0000 4142 4401

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Postage	\$ 2.03
Certified Fee	3.30
Return Receipt Fee (Endorsement Required)	2.70
Restricted Delivery Fee (Endorsement Required)	
<b>Total Postage &amp; Fees</b>	<b>\$ 8.03</b>

Postmark Here

**EIGG Land Limited & Black Gold Group, Limited**

Sent To: P.O. Box 31  
 Street, Apt. No.; or PO Box No.: New Philadelphia, OH 44663  
 City, State, ZIP+4: P & A Well 7411  
 Coal Owner

PS Form 3800, August 2006 See Reverse for Instructions

7014 0510 0000 4142 4418

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For delivery information visit our website at [www.usps.com](http://www.usps.com)

**OFFICIAL USE**

Postage	\$ 2.03
Certified Fee	3.30
Return Receipt Fee (Endorsement Required)	2.70
Restricted Delivery Fee (Endorsement Required)	
<b>Total Postage &amp; Fees</b>	<b>\$ 8.03</b>

Postmark Here

**Katherine Cassidy & David J. Cassidy**

Sent To: 336 N. Christian St., Unit F  
 Street, Apt. No.; or PO Box No.: Lancaster, PA 17602  
 City, State, ZIP+4: P & A Well 7411  
 Coal Owner

PS Form 3800, August 2006 See Reverse for Instructions

7014 0510 0000 4142 4425

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For delivery information visit our website at [www.usps.com](http://www.usps.com)

**OFFICIAL USE**

Postage	2.03
Certified Fee	3.30
Return Receipt Fee (Endorsement Required)	2.70
Restricted Delivery Fee (Endorsement Required)	
<b>Total Postage &amp; Fees</b>	<b>\$ 8.03</b>

Postmark Here

**Three Musketeers Inc./**

Sent To: Tripple Enterprise, LLC  
 Street, Apt. No.; or PO Box No.: P.O. Box 466  
 City, State, ZIP+4: Lumberport, WV 26386  
 P & A Well 7411  
 Coal Operator

PS Form 3800, August 2006 See Reverse for Instructions

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3301476 P

WW-9  
Rev. 5/08

Page 1 of 2  
API Number 47 - 033 - 01476  
Operator's Well No. 7411

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

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

Operator Name CNX Gas Company LLC OP Code 494458046

Watershed Crooked Run Quadrangle Clarksburg

Elevation 1169.74' County Harrison District Coal

Description of anticipated Pit Waste: ~~Fluids associated with the plugging of existing gas wells~~ NO PIT WASTE.

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

Proposed Disposal Method For Treated Pit Wastes:

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

SDW  
3/1/15

Proposed Work For Which Pit Will Be Used:

- Drilling
- Workover
- Other (Explain \_\_\_\_\_)
- Swabbing
- Plugging

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

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

Company Official Signature Kelly Eddy

Company Official (Typed Name) Kelly Eddy

Company Official Title Permitting Supervisor

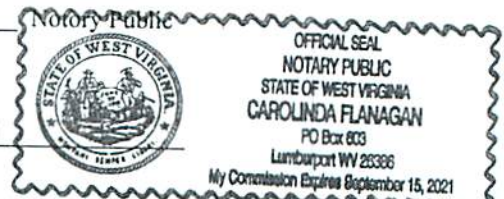
Received  
Office of Oil & Gas  
MAR 11 2015

Subscribed and sworn before me this 9<sup>TH</sup> day of MARCH, 2015

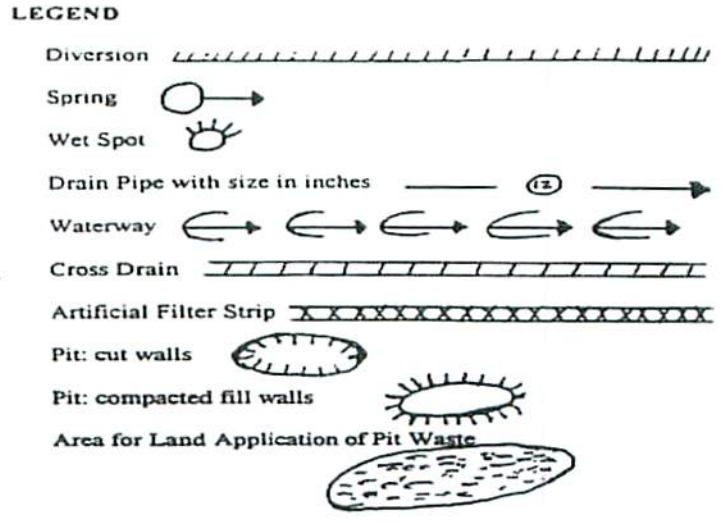
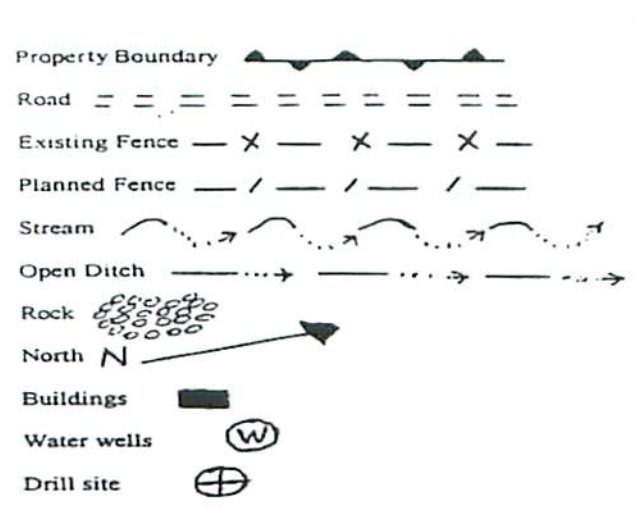
Carolinda

My commission expires 9/15/2021

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05/08/2015



Proposed Revegetation Treatment: Acres Disturbed 1.00 acres Prevegetation pH 6.5  
 Lime according to pH test Tons/acre or to correct to pH 7.0  
 Fertilizer (10-20-20 or equivalent) 500 lbs/acre (500 lbs minimum)  
 Mulch hay or straw @ 2 Tons/acre  
 Seed Mixtures

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

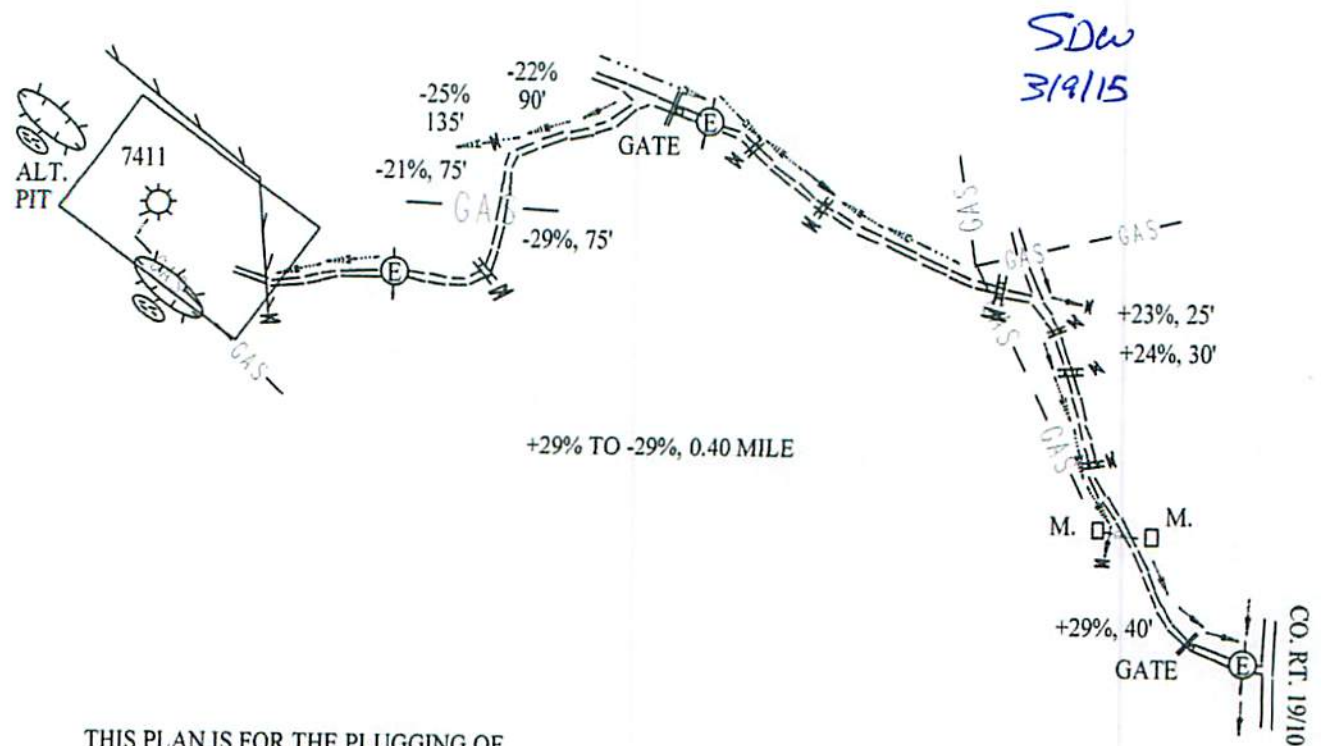
Attach:  
Drawing(s) of road, location, pit and proposed area for land application.

Photocopied section of involved 7.5' topographic sheet.

Plan Approved by: [Signature]  
 Comments: \_\_\_\_\_

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Title: BOG Inspector Date: 3/19/15  
 Field Reviewed? ( ) Yes ( X ) No



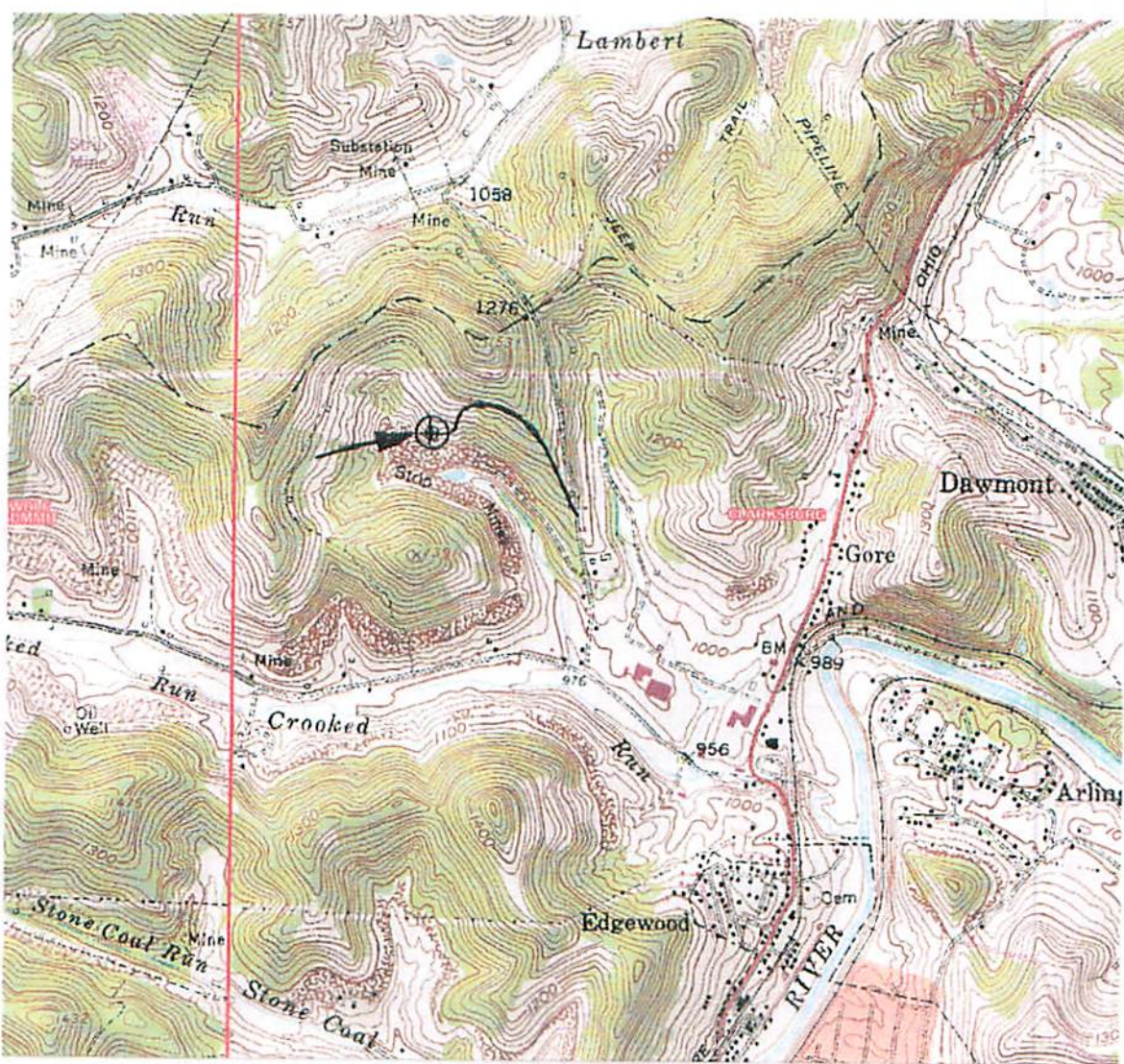
THIS PLAN IS FOR THE PLUGGING OF AN EXISTING GAS WELL. ENTIRE LENGTH OF ACCESS IS EXISTING WELL ROAD. ROCK WILL BE USED WHERE NECESSARY.

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Office of Oil & Gas  
MAR 11 2015  
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MAR 25 2015

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

DRAWINGS TO ACCOMPANY FORM WW-9	
CNX GAS COMPANY LLC	
P. O. BOX 1248	
JANE LEW, WV 26378	
WATERSHED:	CROOKED RUN
DISTRICT: COAL	COUNTY: HARRISON
QUADRANGLE: CLARKSBURG	WELL NO.: 7411
DATE: 11/13/14	PAGE ___ of ___

3301476P



SDW  
319/15

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MAR 11 2015

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

DRAWINGS TO ACCOMPANY FORM WW-9	
CNX GAS COMPANY LLC	
P. O. BOX 1248	
JANE LEW, WV 26378	
WATERSHED:	CROOKED RUN
DISTRICT: COAL	COUNTY: HARRISON
QUADRANGLE: CLARKSBURG	WELL NO.: 7411
DATE: 11/13/14	PAGE ___ of ___

05/08/2015

3301476P

WW-7  
5-02



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


Received  
Office of Oil & Gas  
MAR 25 2015

API: 47-033-01476 WELL NO.: 7411  
FARM NAME: REYNOLDS - GORE  
RESPONSIBLE PARTY NAME: CNX GAS COMPANY LLC  
COUNTY: HARRISON DISTRICT: COAL  
QUADRANGLE: CLARKSBURG  
SURFACE OWNER: GARY BATES, ET. AL.  
ROYALTY OWNER: RICHARD C. ROCKENSTEIN  
UTM GPS NORTHING: 4,352,291.13 METERS  
UTM GPS EASTING: 554,545.25 METERS GPS ELEVATION: 356.54 METERS (1169')

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

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

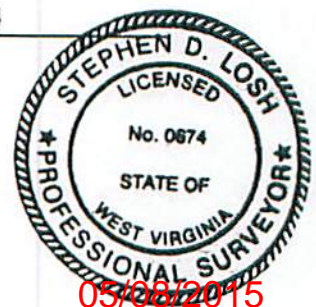
I the undersigned hereby state this data is correct to the best of my knowledge and belief and shows all the information required by law and the regulation issued and prescribed by the Office of Oil and Gas.

Signature   
Stephen D. Losh, PS #674

Title WV Professional Surveyor #674

Date 11/13/14

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Office of Oil & Gas  
MAR 11 2015



CNX USE: NAD 27 WV NORTH SPC: 7411 = 299,196.03' 1,754,586.25' ELEV. = 1169.74'

03/08/2015

3301476P

## LAND SURVEYING SERVICES

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

November 13, 2014

### DRIVING DIRECTIONS FOR 7411

From the junction of U. S. Route 19 and State Route 20 with County Route 19/10 (Crooked Run Road) at Gore, proceed on County Route 19/10 for 0.40 of a mile. Turn right staying on County Route 19/10 and go 0.30 of a mile and turn left on the well road.

Nearest Fire Station: Clarksburg West

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MAR 11 2015

05/08/2015



3301476A

Dist. Permit Number \_\_\_\_\_

BOND Number CMS213855

### OIL and GAS DATA INFORMATION SHEET

#### APPLICANT

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

24/7 Road Maintenance Contact John Sampson Telephone 304-884-2000 Cell 304-777-7811  
 24/7 Backup Contact Geoff Fanning Telephone 304-884-2046 Cell 304-376-8409

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

#### Site Location

Site Name 7411 Road Local Name Crooked Run Road Rte.# Co. Rt. 19/10

Approach location WGS 83 Decimal Format GPS N: 39.31595 W: 80.36174 County Harrison

#### Location Description

On Rte.# CR 19/10 being 0.70 miles NW of Jct. of Rte.# US 19 and Rte.# CR 19/10

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

Name & Rte.#	Beg MP	End MP	Surface Type	Condition
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
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MAR 11 2015

05/08/2015

Well location WGS 83 Decimal Format GPS N: 39.31831 W: 80.36724

WV DEP Permit Number 47 - 033 - 01476  
 STATE COUNTY PERMIT NUMBER

PERMIT NO. \_\_\_\_\_

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

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

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

hereinafter called APPLICANT.

WITNESSETH

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

Route Type & No. \_\_\_\_\_ County Route 19/10 \_\_\_\_\_ DOH Project No. \_\_\_\_\_ (if applicable);

at \_\_\_\_\_ 0.70 miles NW of junction with U. S. Route 19 \_\_\_\_\_ Mile Post \_\_\_\_\_

in \_\_\_\_\_ Harrison \_\_\_\_\_ County, for the purposes hereinafter set forth and in accordance with the

plans and specifications which are attached hereto and made a part hereof: \_\_\_\_\_ to utilize and maintain an

existing entrance for ingress and egress on County Route 19/10 for the purpose of plugging existing

well 7411. See attached road entry sketch.

APPLICANT further agrees to accept the conditions hereinafter set forth:

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

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Office of Oil & Gas  
MAR 25 2015

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MAR 11 2015

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MAR 11 2015

RECOMMENDED:

Title \_\_\_\_\_

Kelly Eddy, permitting supervisor  
Signature and Title of Applicant 05/08/2015

BOND REQUIREMENT:

BOND NO. CMS0260702 /DATE 7/6/11

Attached  On File

INSPECTION: Owner/Consultant

Full Time  Part Time

Periodic  Reimbursable  No Cost

APPROVED:

\_\_\_\_\_

Title \_\_\_\_\_  
West Virginia Division of Highways

AUTHORIZATION NO: \_\_\_\_\_

PERMIT NO: \_\_\_\_\_

CHAPTER 17 WEST VIRGINIA CODE, 1931

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

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

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

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

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

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

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

Received  
Office of Oil & Gas  
MAR 25 2015  
SUPPLEMENTARY CONDITIONS

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

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Office of Oil & Gas  
MAR 11 2015

05/08/2015

7-29-09

API # 47-033-01476 P

Operator CNX GAS CO. LLC

Well #/Name 7411

Reviewed By \_\_\_\_\_

End of Comment Period \_\_\_\_\_

III. Plugging Permit

- WW-4B
- WW-4B signed off by inspector
- WW-4A
- Surface Owner Waiver
- Coal Owner/Operator/Lessee Waiver
- WW-9 front
- Mylar Plat ww 7
- Well Records/Completion report
- Topography Map of well & pit if pit is used
- Certified Mail Receipts or affidavit of personal service
- Bond
- A check for \$100.00 (if a pit is being used)

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Office of Oil & Gas  
MAR 25 2015

IV. Coalbed Methane

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

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CK# 2720024857  
100.00

3301476 P

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



March 9, 2015

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

RE: Well to be Plug and Abandoned: 7411

To Whom it May Concern,

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

- 7411 – API #47-033-01476

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

Sincerely,



Carolinda Flanagan

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OF-3  
Rev. 1/10

FORM NUMBER CMS220746

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

KNOW ALL MEN BY THESE PRESENTS:

(1) That we, CNX Gas Company LLC

(2) CNX Center, 1000 CONSOL Energy Drive, Canonsburg, PA 15317-8506

As Principal, and (3) RL Insurance Company

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

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

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

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

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

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

(15) Principal (13) CNX Gas Company LLC (Seal)  
Corporate Seal (By: Nicholas J. DeIuliis)

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

(18) Surety (16) RL Insurance Company (Seal)  
Corporate Seal (Surety: RL Insurance Company)

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

(19) Counter-signed: N/A  
(Resident West Virginia Agent)

(20) Witness: \_\_\_\_\_  
(21) Notary: \_\_\_\_\_

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(NOTES)

ACKNOWLEDGMENTS

Acknowledgment by Principal if Individual or Partnership

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

Acknowledgment by Principal if Corporation or Limited Liability Company

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

Acknowledgment by Surety

- 19. STATE OF Missouri
- 20. County of St. Louis City to-wit:
- 21. I, JoAnn R. Frank, a Notary Public in and for the
- 22. county and state aforesaid, do hereby certify that Sandra L. Ham
- 23. who as, Attorney-In-Fact signed the foregoing writing for
- 24. RLI Insurance Company a corporation has this day, in my said county, before me, acknowledged the said writing to be the act and deed of the said corporation.
- 25. Given under my hand this 02nd day of May 20 12.
- 26. Notary Seal JoAnn R. Frank (Notary Public for St. Louis City My Commission Expires June 20, 2015)
- 27. [Signature]
- 28. My commission expires on the \_\_\_\_\_ day of June 20 14.

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 Office of Oil & Gas  
 Subscribed in Form and Manner  
 Of Execution Approved  
 MAR 25 2015 day of \_\_\_\_\_ 20 \_\_\_\_\_

Received  
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 Attorney General  
 By \_\_\_\_\_  
 (Assistant Attorney General)  
 MAR 11 2015

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

# POWER OF ATTORNEY

## RLI Insurance Company

**Know All Men by These Presents:**

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

That **RLI Insurance Company**, an Illinois corporation, does hereby make, constitute and appoint:

Pamela A. Beelman, Cynthia L. Choren, Heidi A. Notheisen, Debra C. Schneider, JoAnn R. Frank, Karen L. Roider, Sandra L. Ham,  
jointly or severally.

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

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

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

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

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

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



**RLI Insurance Company**

By: [Signature]  
Roy C. Die Vice President

State of Illinois }  
County of Peoria } SS

### CERTIFICATE

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

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

By: [Signature]  
Cherie L. Montgomery Notary Public

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



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

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

**WITNESSETH:**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

WEST VIRGINIA DEPARTMENT OF  
TRANSPORTATION,  
DIVISION OF HIGHWAYS

Doreen Bana  
Witness

By: Marion M. Mungy  
State Highway Engineer

David A. By  
Witness

By: W. H. H.  
Title: Vice President - WV Operations

(To be executed in duplicate)

APPROVED AS TO FORM THIS  
8<sup>th</sup> DAY OF Mar. 2012

J. M. M.  
ATTORNEY LEGAL DIVISION  
WEST VIRGINIA DEPARTMENT  
OF HIGHWAYS

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Office of Oil & Gas  
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