

EXHIBIT D

SPECIAL WARRANTY DEED

THIS INDENTURE WITNESSETH, That Midwest Coal Reserves of Indiana, LLC, a Delaware limited liability company; George E. Hemenway, as Trustee of the George Everett Hemenway Revocable Living Trust dated September 19, 1996; Diana Hemenway Wilson; John Ennals Parrott III; Peggy Parrott Power; Kathryn James Clark; Donald W. Wilson, Jr.; and Wendy W. Czechowicz (herein referred to as "GRANTOR")

CONVEY AND WARRANT SPECIALLY

To
(herein referred to as "GRANTEE") for valuable consideration,
ALL OF THAT REAL ESTATE ("Property") situated in Warrick County,
State of Indiana, described in Appendix 1 attached hereto and
made a part hereof by reference.

Together with all the hereditaments and appurtenances thereunto
belonging, and with all the estate, right, title, interest,
claim or demand whatsoever of the Seller, either in law or
equity, of, in and to the Property.

TO HAVE AND TO HOLD the Property unto the GRANTEE,
GRANTEE'S successors and assigns forever; provided,
however, that this conveyance is made and accepted upon the
following covenants which shall be binding upon and
enforceable against GRANTEE and GRANTEE'S successors and
assigns and shall be deemed covenants running with the
land: (1) GRANTEE assumes all risks and responsibility
for any injuries or damages sustained by any person or to
any property, in whole or in part, resulting from, arising
out of, or in any way connected with, the possession or use
of the Property by GRANTEE, and GRANTEE agrees to indemnify
and hold harmless GRANTOR, its agents, employees or
representatives, from any and all claims, demands, actions,

or suits of any kind or nature whatsoever for such injuries and damages, and any expenses connected therewith; (2) GRANTOR does not warrant or represent subjacent or lateral support of the surface and sub-surfaces of the Property; (3) GRANTOR does not warrant or represent that the Property is safe, habitable or otherwise suitable for the purposes for which it is intended to be used by GRANTEE or for any other purpose whatsoever. GRANTEE represents that GRANTEE inspected the Property and agree to accept the same in its "where is""as is" condition.

Midwest Coal Reserves of Indiana, LLC has conveyed its rights and interests in and to oil and gas (including coalbed methane and coal mine methane) in, on, or under the herein described property ("Oil and Gas Property") to CNX Company LLC ("CNX") by deed dated effective as of April 1, 2007, and recorded as Document #2007R-010144 in the Office of the Recorder of Warrick County. Any surface property conveyed herein by Grantor to Grantee overlying the Oil and Gas Property is under and subject to the obligation to execute and deliver a surface use agreement (a "SUA"), a form of which is now of record as Exhibit "D" to the above described deed to CNX or any entity with whom CNX has entered into a joint operating agreement in which CNX has a right to participate in oil and gas operations on or with respect to the Oil and Gas Property; provided, however, the covenant to enter into an SUA with CNX runs with the land and binds Grantee, their successors, assigns or transferees until June 20, 2012. Said SUA is incorporated herein by this reference the same as if fully copies herein.

Subject, however to those (if any) rights-of-way, easements, leases, severances, licenses, reservations and exceptions which are of record as of the date of this instrument, and to all rights of persons in possession and to physical conditions, encroachments and possessory rights which would be evident from an inspection of the Premises.

GRANTOR does not warrant title generally. The GRANTOR, does represent, warrant, promise and agree, to and with GRANTEE, GRANTEE'S assigns, that GRANTOR has not done, or suffered to be done, anything whereby GRANTOR'S title in said Property hereby granted is, or has been in any manner encumbered or charged, except as herein recited; and that GRANTOR will warrant and forever defend GRANTOR' title in Property against all persons lawfully claiming or to claim the same, by, through or under GRANTOR.

The grantee by the acceptance of this conveyance assumes and agrees to pay the property taxes beginning with the first installment of the 2009 property taxes due and payable in May, 2010, and thereafter.

The undersigned persons executing this Deed on behalf of Midwest Coal Reserves of Indiana, LLC represent and certify that they are the duly elected officers of Midwest Coal

Reserves of Indiana, LLC and have been fully empowered by said limited liability company to execute and deliver this Deed, that Midwest Coal Reserves of Indiana, LLC has full legal capacity to convey said real estate, and that all necessary action for the making of such conveyance has been taken and done.

The grantors, Donald W. Wilson, Jr., Kathryn James Clark, John Ennals Parrott III, Peggy Parrott Power, Diana Hemenway Wilson and Wendy W. Czechowicz, execute this deed by and through George E. Hemenway, their duly appointed attorney in fact pursuant to powers of attorney conferred on the said George E. Hemenway to act for and on their behalf, recorded as Documents #2004-008385, #2004-008386, #2004-008387 and #2004-008388, #2005R-005850 and #2005R-005851 in the Office of the Recorder of Warrick County, Indiana.

IN WITNESS WHEREOF, The said GRANTORS have hereunto caused this deed to be executed this ____ day of _____, 2009.

MIDWEST COAL RESERVES OF INDIANA,
LLC

By _____

Attest:

George E. Hemenway, as Trustee
Of the George Everett Hemenway
Revocable Living Trust

By _____
George E. Hemenway, attorney

Diana Hemenway Wilson

In fact

John Ennals Parrott III

Peggy Parrott Power

By _____

By _____
George E. Hemenway, attorney
attorney

George E. Hemenway,

In fact

in fact

Donald W. Wilson, Jr.

Kathryn James Clark

By _____

By _____
George E. Hemenway, attorney
attorney
in fact

George E. Hemenway,
in fact

Wendy W. Czechowicz

By _____
George E. Hemenway, attorney
in fact

STATE OF MISSOURI, CITY OF ST. LOUIS SS:

Before me, the undersigned, a Notary Public in and for said County and State, personally appeared _____ and _____, respectively of Midwest Coal Reserves of Indiana, LLC, a Delaware limited liability company, who acknowledged the execution of the foregoing deed to be their voluntary act and deed for and on behalf of said limited liability company.

WITNESS, my hand and Notarial Seal this ____ day of _____, 2009.

Public

, Notary
residing in _____
County,

My commission expires: _____

STATE OF OHIO, COUNTY OF GREENE, SS:

Before me, the undersigned, a Notary Public, in and for said County and State, personally appeared the within named George E. Hemenway, as Trustee of the George Everett Hemenway Revocable Living Trust dated September 19, 1996, and George E. Hemenway, as attorney in fact for Diana Hemenway Wilson, John

Ennals Parrott III, Peggy Parrott Power, Kathryn James Clark, Donald W. Wilson, Jr. and Wendy W. Czechowicz, for and on behalf of the said Diana Hemenway Wilson, John Ennals Parrott III, Peggy Parrott Power, Kathryn James Clark, Donald W. Wilson, Jr. and Wendy W. Czechowicz who acknowledged the execution of the foregoing deed to be his voluntary act and deed.

WITNESS my hand and Notarial seal this _____ day of _____, 2009.

Notary Public
Residing in Greene
County, Ohio

My commission expires _____

This instrument was prepared by Don R. Ashley, Attorney at Law, Boonville, Indiana.

I affirm, under the penalties for perjury, that I have taken reasonable care to redact each Social Security Number in this Document, unless required by law. Don R. Ashley

Grantee Address:
Send tax statements:
Property Address: