

#### west virginia department of environmental protection

Office of Oil and Gas 601 57<sup>th</sup> Street, S.E. Charleston, WV 25304 (304) 926-0450 fax: (304) 926-0452

Austin Caperton, Cabinet Secretary www.dep.wv.gov

Tuesday, July 31, 2018 WELL WORK PERMIT Horizontal 6A / New Drill

CNX GAS COMPANY LLC POST OFFICE BOX 1248

JANE LEW, WV 263786506

Re: Permit approval for MAJ6GHSU 47-051-02009-00-00

This well work permit 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 any additional specific conditions and provisions outlined in the pages attached hereto. Notification shall be given by the operator to the Oil and Gas Inspector at least 24 hours prior to the construction of roads, locations, and/or pits for any permitted work. In addition, the well operator shall notify the same inspector 24 hours before any actual well work is commenced and prior to running and cementing casing. Spills or emergency discharges must be promptly reported by the operator to 1-800-642-3074 and to the Oil and Gas Inspector.

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

Per 35 CSR 4-5.2.g this permit will expire in two (2) years from the issue date unless permitted well work is commenced. If there are any questions, please feel free to contact me at (304) 926-0450.

James A. Martin

Chief

Operator's Well Number: MAJ6GHSU

Farm Name: CNX LAND, LLC

U.S. WELL NUMBER: 47-051-02009-00-00

Horizontal 6A New Drill Date Issued: 7/31/2018

API Number: 51-02-009

#### **PERMIT CONDITIONS**

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

#### **CONDITIONS**

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

API Number: 51-02-009

### PERMIT CONDITIONS

11. The operator shall provide to the Office of Oil and Gas the dates of each of the following within 30 days of their occurrence: completion of construction of the well pad, commencement of drilling, cessation of drilling, completion of any other permitted well work, and completion of the well. Such notice shall be provided by sending an email to DEPOOGNotify@wv.gov.



#### west virginia department of environmental protection

Oil and Gas Conservation Commission 601 57th Street SE, Charleston, WV 25304 304-926-0499 Ext 1274

Barry K. Lay, Chairman dep.wv.gov

June 4, 2018

Department of Environmental Protection Office of Oil and Gas Charleston, WV 25304

RE: Application for Deep Well Permit – API #47-051-02009

COMPANY: CNX Gas Company, LLC

FARM:

MAJ6GHSU

COUNTY:

Marshall

DISTRICT: Webster

QUAD: Majorsville

The deep well review of the application for the above company is <u>Approved to drill to the Point Pleasant for completion.</u>

The applicant has complied with the provision of Chapter 22C-9, of the Code of West Virginia, nineteen hundred and thirty-one (1931), as amended, Oil and Gas Conservation Commission as follows:

- 1. Comments to Notice of Deviation filed? None
- Provided a certified copy of duly acknowledged and recorded consent and easement form from all surface owners? yes
- Provided a tabulation of all deep wells within one mile of the proposed location, including the API number of all deep wells: 47-051-01938; MAJ6EHSUT; CNX Gas Company, LLC
- 4. Provided a plat showing that the proposed location is a distance of 400+ feet from the nearest lease line or unit boundary and showing the following wells drilled to or capable of producing from the objective formation within 3,000 feet of the proposed location.

Sincerely.

Susan Rose Administrator WW-6B (04/15) 4705 102009

OPERATOR WELL NO. MAJEGHSU
Well Pad Name: MAJEHSU

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

1) Well Operato	or: CNX G	as Company, LL	.C	494458046	Marshall	Webster	Majorsville
				Operator ID	County	District	Quadrangle
2) Operator's W	ell Number	MAJ6GHSU		Well Pad	Name: MAJ6	HSU	
3) Farm Name/S	Surface Own	ner: Majorsville		Public Road	Access: Lone	e Oak Roa	d
4) Elevation, cu	rrent ground	l: <u>1370.14</u>	_ Ele	evation, proposed p	ost-constructio	on: 1345.4	
5) Well Type	(a) Gas	XOil	l	Under	rground Storag	e	
	Other						
	(b)If Gas	Shallow		Deep	X		
6) Errictina Dadi	. Van au Na	Horizontal X			(	De 1/13/	[18
6) Existing Pad:					`		
7) Proposed Tar Point Pleasar	get Formationt, 11,850' TV	on(s), Depth(s), A 'DGL, 78', 10,757p	ıntici osi (0	ipated Thickness ar .9 psi/ft pressure gra	nd Expected Pro adient)	essure(s):	
8) Proposed Tot	al Vertical I	Depth: 11,850					
9) Formation at	Total Vertic	al Depth: Point	Plea	asant			
10) Proposed To	otal Measure	d Depth: 18,46	0				
11) Proposed Ho	orizontal Leg	g Length: 5,661					
12) Approximat	e Fresh Wate	er Strata Depths:		378'			
13) Method to D	Determine Fr	esh Water Depths	: <u>2</u>	,500' search radiu	IS		
14) Approximat	e Saltwater I	Depths: N/A					
15) Approximate	e Coal Seam	Depths: <u>772'</u> (F	ittsb	ourgh)			
16) Approximate	e Depth to P	ossible Void (coa	l miı	ne, karst, other): 7	69'		
17) Does Propos directly overlyin	sed well loca ag or adjacen	tion contain coal at to an active min	sean e?	Yes	No	<u>X</u>	
(a) If Yes, prov	vide Mine In	fo: Name: _					
		Depth:					
		Seam:					
		Owner:					

WW-6B (04/15)

PI NO. 47		
<b>OPERATOR WELL</b>	NO.	MAJ6GHSU
Well Pad Name:	MAJ6H	SU

#### 18)

#### **CASING AND TUBING PROGRAM**

ТҮРЕ	Size (in)	New or Used	<u>Grade</u>	Weight per ft. (lb/ft)	FOOTAGE: For Drilling (ft)	INTERVALS: Left in Well (ft)	CEMENT: Fill-up (Cu. Ft.)/CTS
Conductor	30	N	A-252	99	129	100	188/CTS
Fresh Water	24	N	X-52N	94	478	428	253/CTS
Coal	18.625	N	J-55	87.5	867	817	667/CTS
Intermediate	13.375	N	NT-80LHE	68	3356	3306	2235/CTS
Production	5.5	N	Q-125VAXP	23	18460	18410	2765/TOC@5,000'
Tubing							
Liners	9.625	N	P-110HP	43.5	11100	11050	1653/TOC@5000'

02/13/18

ТҮРЕ	Size (in)	Wellbore Diameter (in)	<u>Wall</u> <u>Thickness</u> <u>(in)</u>	Burst Pressure (psi)	Anticipated Max. Internal Pressure (psi)	Cement Type	Cement Yield (cu. ft./k)
Conductor	30	36	0.312		50	Α	1.18
Fresh Water	24	26	0.344		400	Α	1.18
Coal	18.625	22	0.435	2250	1400	A	1.18
Intermediate	13.375	17.5	0.480	4930	3250	A	1.18
Production	5.5	8.5	0.415	19040	9000	A	1.56
Tubing					7300	,,	
Liners	6.25	12.25	0.435	9900	6700	Α	2.28

#### **PACKERS**

Kind:	NONE		
Sizes:			
Depths Set:			

WW-6B (10/14) API NO. 47-47 0 5 9 0 2 0 0 9

OPERATOR WELL NO. MAJ6GHSU

· Well Pad Name: MAJ6HSU

× 1/2/18

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

The general well work will be conducted in a fashion to efficiently place a production string of casing to total depth of the subject well bore. The vertical portion of the wellbore will be drilled with a combination of air percussion hammers, roller cone drill bits, and bent housing motors. Air/mist will be utilized to drill this interval. The horizontal portion of the wellbore will be drilled utilizing a synthetic based mud system with a density capable of suppressing bottom hole pressure at depth. All strings of casing will be permanently cemented in place in accordance with all guidelines and restrictions. No pilot hole will be drilled on this well.

20) Describe fracturing/stimulating methods in detail, including anticipated max pressure and max rate:

The stimulation will be multiple stages divided over the lateral length of the well. Stage spacing is dependent upon engineering design. Slickwater fracturing technique will also be utilized on each stage using sand, water, and chemicals.

Max Pressure - 14,500 psi. Max Rate - 100 bbl/min.

- 21) Total Area to be disturbed, including roads, stockpile area, pits, etc., (acres): 13.0
- 22) Area to be disturbed for well pad only, less access road (acres): 5.4

23) Describe centralizer placement for each casing string:

Centralizers will placed per CNX sop of casing running. Typical surface/intermediate casings will be 1:3 from shoe to surface. Isolation strings will be 1:2 to planned TOC. Production strings will be 1:1 from the shoe to KOP, and 1:2 through the planned TOC.

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

See attached.

25) Proposed borehole conditioning procedures:

Conditioning will be conducted as needed. All factors will be adjusted per hole conditions. All returns from the well bore must be consistent with a stable hole, returning minimal cuttings, while exhibiting a non-existent gas flow prior to tripping out.

\*Note: Attach additional sheets as needed.

#### CNX potential cement additives as of 1/1/18

# JU 2/13/18

#### Conductor:

CaCl2

#### Surface:

BWOC Calcium Chloride

#### Intermediate:

- BWOC Calcium Chloride
- Gas Block
- Powdered Defoamer
- Polyflake LCM
- · Low Temp. Retarder
- Suspension Agent
- Fluid Loss Additive
- Sodium Chloride

#### Production:

- BWOC Calcium Chloride
- Gas Block
- Gels
- Powdered Defoamer
- Suspension Agent
- · Low Temp. Retarder



#### DRILLING WELL PLAN

#### MAJ-6G Utica HZ

Table 1	NAME OF STREET			Palace			CIII	/NIAD	271			- 4	700					
	d Elevation			1343				(NAD2	-			E:1705909.	1911					
SHL	(NAD83)				674474.931		_	(NAD	-			E: 1710841.						
	F.	HOLE	RIG	CASING	GEOLOGY	ТОР	вттм	MUD	CEMENT	Centralizers	Conditioning	BITS	COMMENTS					
San S		36"	Conductor Rig	30"	Conductor		GLKB)	AIR	Grout To Surface	N/A	Ensure clean hole at TD	Auger	Stabilize surfa fill/soil					
		26"		24"	Deepest Water Well	0	378	AIR	TOC=Surface 20% OHXS	Centralized every 3 joints to	Pump Fresh water ahead of	Air Percussion Hammer/Carbide	Run casing to isolate fresh we					
					Surface Isolation	4	28			surface	cement	Bit	producing zone					
					Roof Coal Zone	769	772		Sarward	Centralized every	Pump Brine	Air Percussion	Run Casing to					
		22"		18.625"	Pittsburgh Coal	772	777		TOC=Surface 20% OHXS	3 joints to	water ahead of	Hammer/Carbide	isolate minat					
					Coal Protection String	8	17		2010 01310	surface	cement	Bit	coal seams					
					Big Lime	1,954	1,981											
									Big Injun Top	1,982	2,123					01		
					Big Injun Base	2,124	2,799	Gas Block	100			0-0-1-1-						
		100		52 Sara	50 Foot	2,800	2,833			Centralized every		Air Percussion	Run Casing to isolate the storag interval/shallow					
		17.5"		13.375"	Gordon	2,834	2,859	AIR	TOC=surface	45' to 100' from surface.	water ahead of cement	Hammer/Carbide Bit						
					Fourth	2,860	2,955		20% OHXS	Janes.	Guillorn		gas.					
					Fifth	2,956												
					Int. 1 Casing Sting	3.3	306											
	1 1 100																	
			N/A		Rhinestreet	6,247	6,631											
		1			Tully	6,632	6,659											
				N/A	N/A	N/A	1	Hamilton	6,660	6,774								
							Marcellus	6,775	6,829						Run casing t			
										Onondaga	6,830	6,924		TOC 5,000' 20% OHXS		Fill and circulate		isolate the Sal formation prote
									Oriskany	6,925	6,970		20% UNAS	Centralized every	with SOBM for a	Tri-Cone /	the Queensto	
		12.25*		9.625"	Helderberg/Keyser	6,971	7,264	AIR		2 joints to	min. of one (1)	Directional Air	from hydrosta					
					Salina	7,265	8,444			surface	complete circulation prior	Motor to maintain vertical control	pressure fracture.Sho					
					Lockport	8,445	9,596				to cementing.		should be se					
					Rochester-Rose Hill	9,597	9,615						~800' below to Queenston to					
					Packer Shell	9,616	9,626		Load hole with				3233.0,0.5					
		1 0			Tuscarora ("Clinton")	9,627	9,896		12.5ppg SOBM Prior to casing									
					Queenston	9,897	0,000		7-									
					Int. 2 Casing String	40000	697		Displace with brine									
					Reedville	10,800	11,796			0 1 1 1								
		8.5"			Ulica	11,797	11,849	AIR		Centralized every 2 joints to TOC	Circulate with		Run casing to					
		Curve			Point Pleasant	11,850	12,069		TOC IS 5,000.		SOBM for a min. of one (1)	PDC Drill bit and	isolate the					
		0.00		5.5"	Trenton	12,070	12,170	14.0	10% OHXS	Centralized every	complete	RSS BHA	producing zon through the					
			SOBM		joint to KOP	circulation prior to cementing.		curve/lateral.										
	L																	
						(III)((III)(III)	E000000000											
													1					
					5,661' Lateral					89.0* Planne 145* Planne	d Inclination	BHL 11.850' TVD						

#### CNX Gas Company, LLC

Conventional Operator Notice and Monitoring Plan - Hydraulic Fracturing Activity

#### MAJ6HSUT Well Pad

Marshall County, West Virginia



#### Purpose:

The purpose of this hydraulic monitoring plan is to identify and notify any potentially affected conventional well operators near planned CNX hydraulic fracturing activity.

CNX has evaluated the existing geologic conditions in the area, and the potential for communication between the geologic zone being stimulated by CNX and the zone being produced by the conventional wells exists.

This plan is being implemented as an additional safety measure to be utilized in conjunction with the existing best management practices and the site safety/emergency response plans included for the site.

#### 1. Communications with Conventional Well Operators

CNX has identified all known conventional wells and well operators within five hundred feet (500') of this pad and lateral sections pursuant to WV Code 35 CSR 8(5.11). A list and map of these wells and operators is provided as **Attachment A**.

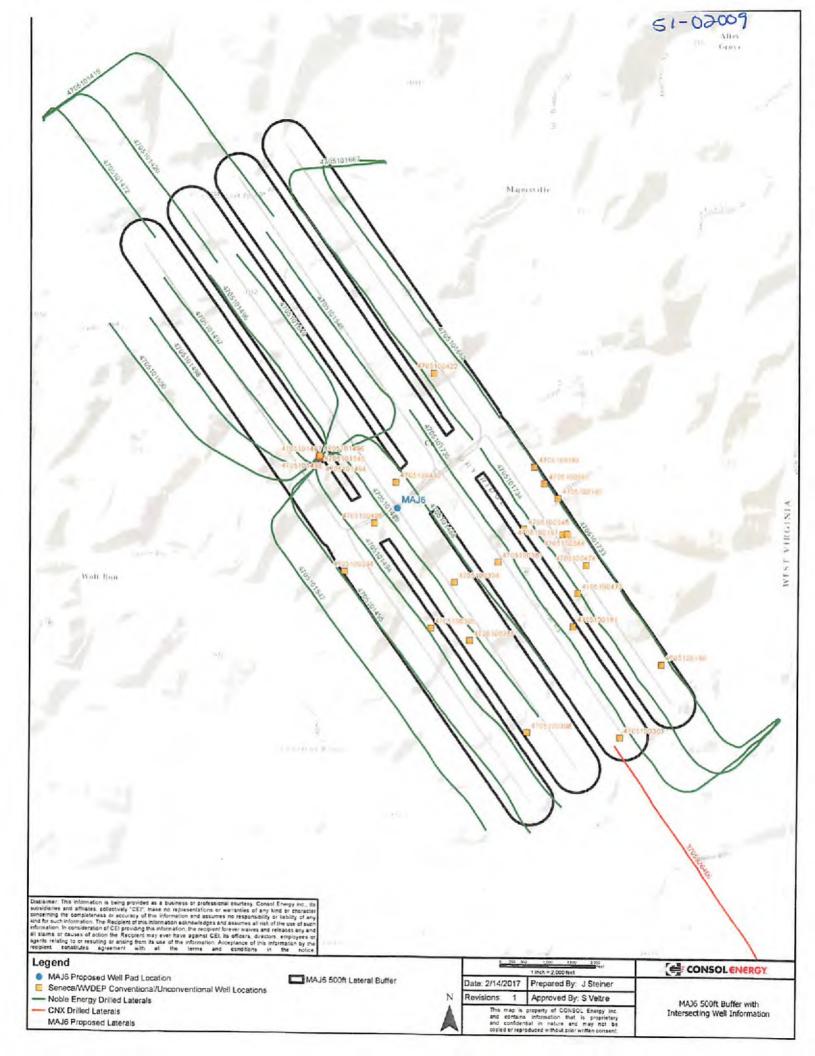
Upon approval of this plan, CNX will notify operators identified in the referenced attachment, via letter, of the anticipated fracturing schedule associated with this pad. A copy of this letter is included as Attachment B, and includes the recommended steps a conventional operator can take to ensure safe and compliant operations.

#### 2. Reporting

CNX will provide information relating to the hydraulic fracturing schedule, any communication with conventional operators, and ongoing monitoring of the work upon request of the OOG or immediately in the event of any discovered abnormalities that create additional risk or concern.

#### Attachment A:

Map and List of Conventional Operators in the MAJ6 Project Area



				riousang		
API	Operator	Well Number	TD	Formation at TD	Permit Date	Well Status
	4705100294 CONSOL PENNSYLVANIA COAL		1298	DUNKARD, BIG	1/1/1968	PLUGGED UNKNOWN
	4705100381 MANUFACTURERS LIGHT & HEA	AT CO. L-4568	1415	SALT SANDS	unknown	DRY HOLE
	4705100197 CONSOLIDATION COAL COMPA	NY 772215	1487	SALT SANDS	2/26/1949	PLUGGED GAS
	4705100344 CONSOLIDATION COAL COMPA	NY 4527	1932	BIG INJUN	1/1/1961	STORAGE WELL
	4705100473 MANUFACTURERS LIGHT & HEA	AT CO. L-4699	1938	BIG INJUN	10/1/1962	STORAGE WELL
	4705100304 MANUFACTURERS LIGHT & HE	AT CO. 618417	1939	BIG INJUN	8/18/1957	PLUGGED GAS
	4705100193 CONSOLIDATION COAL COMPA	NY (3-4008) SGW 107	1944	BIG INJUN	10/1/1962	PLUGGED STORAGE
	4705100380 CONSOLIDATION COAL COMPA	NY 45 <del>6</del> 7	1965	BIG INJUN	1/1/1961	PLUGGED GAS
	4705100190 CONSOL PENNSYLVANIA COAL	COMPAI 4000 OR 5003	1966	BIG INJUN	11/26/1948	PLUGGED GAS
	4705100192 CONSOLIDATION COAL COMPA	NY 768503	1978	BIG INJUN	11/26/1948	STORAGE WELL
	4705100408 MANUFACTURERS LIGHT & HE	AT CO. L-4620	1978	BIG INJUN	12/11/1961	STORAGE WELL
	4705100440 CONSOLIDATION COAL COMPA	NY L-4691	1980	BIG INJUN	6/6/1963	PLUGGED
	4705100305 OPERATOR UNKNOWN	4445	1985	BIG INJUN	3/1/1958	PLUGGED UNKNOWN
	4705100303 CONSOL PENNSYLVANIA COAL	COMPAI 131124	2008	BIG INJUN	11/19/2008	PLUGGED GAS
	4705100474 MANUFACTURERS LIGHT & HE	AT CO. L-4700	2008	BIG INJUN	9/17/1962	STORAGE WELL
	4705100345 CONSOLIDATION COAL COMPA	NY 4528	2022	BIG INJUN	3/1/1961	PLUGGED STORAGE
	4705100306 CONSOL PENNSYLVANIA COAL	COMPAI 4464	2043	BIG INJUN	6/1/1958	PLUGGED UNKNOWN
	4705100181 CONSOL PENNSYLVANIA COAL	COMPAI 3-3975 / 5118	2098	BIG INJUN	8/26/1948	PLUGGED GAS
	4705100285 MANUFACTURERS LIGHT & HEA	AT CO. 878104	2170	BIG INJUN	5/1/1955	PLUGGED GAS
	4705100422 CONSOLIDATION COAL COMPA	NY 4624	2850	FIFTH SAND	11/1/1961	PLUGGED STORAGE
	4705101472 Noble Energy	SHL61HS	6229	MARCELLUS	4/25/2011	HORIZONTAL GAS AND OIL
	4705101419 Noble Energy	SHL6EHS	6235	MARCELLUS	1/3/2011	HORIZONTAL GAS AND OIL
	4705101420 Noble Energy	SHL6FHS	6248	MARCELLUS	1/3/2011	HORIZONTAL GAS AND OIL
	4705101667 Noble Energy	WEB13GHS	6668	MARCELLUS		HORIZONTAL GAS AND OIL
	4705101662 Noble Energy	WEB13AHS	6668	MARCELLUS	8/14/2013	HORIZONTAL GAS AND OIL
	4705101497 Noble Energy	WEB4KHS WV0510594H	6691	MARCELLUS	8/25/2011	HORIZONTAL GAS AND OIL
	4705101497 Noble Energy	WEB4KHS	6691	MARCELLUS	4/26/2011	HORIZONTAL GAS AND OIL
	4705101549 Noble Energy	WEB4HHS	6693	MARCELLUS	5/21/2012	HORIZONTAL GAS AND OIL
	4705101549 Noble Energy	WEB4HHS	6693	MARCELLUS	11/28/2011	HORIZONTAL GAS AND OIL
	4705101548 Noble Energy	WEB4GHS	6701	MARCELLUS	5/21/2012	HORIZONTAL GAS AND OIL
	4705101548 Noble Energy	WEB4GHS	6701	MARCELLUS	11/29/2011	HORIZONTAL GAS AND OIL
	4705101550 Noble Energy	WEB4MHS	6705	MARCELLUS	5/21/2012	HORIZONTAL GAS AND OIL
	4705101550 Noble Energy	WEB4MHS	6705	MARCELLUS	11/30/2011	HORIZONTAL GAS AND OIL
	4705101498 Noble Energy	WEB4LHS WV0510595HS	6724	MARCELLUS	8/25/2011	HORIZONTAL GAS AND OIL
	4705101498 Noble Energy	WEB4LHS	6724	MARCELLUS	4/26/2011	HORIZONTAL GAS AND OIL
	4705101488 Noble Energy	WEB4BHS NO. WV05105	90HS 6801	MARCELLUS	11/28/2011	HORIZONTAL GAS AND OIL
	4705101488 Noble Energy	WEB4BHS	6801	MARCELLUS	4/26/2011	HORIZONTAL GAS AND OIL
	4705101489 Noble Energy	WEB4CHS WV0510591H:	6805	MARCELLUS	9/1/2011	HORIZONTAL GAS AND OIL
	4705101489 Noble Energy	WEB4CHS	6805	MARCELLUS	4/26/2011	HORIZONTAL GAS AND OIL
	4705101547 Noble Energy	WEB4FHS	6824	MARCELLUS	5/21/2012	HORIZONTAL GAS AND OIL
	4705101547 Noble Energy	WEB4FHS	6824	MARCELLUS	11/29/2011	HORIZONTAL GAS AND OIL
	4705101495 Noble Energy	WEB4EHS WV0510324HS	6830	MARCELLUS	8/25/2011	HORIZONTAL GAS AND OIL
	4705101495 Noble Energy	WEB4EHS	6830	MARCELLUS	4/26/2011	HORIZONTAL GAS AND OIL
	4705101494 Noble Energy	WEB4DHS WV0510325H:	6843	MARCELLUS	8/25/2011	HORIZONTAL GAS AND OIL
	4705101494 Noble Energy	WEB4DHS	6843	MARCELLUS	4/26/2011	HORIZONTAL GAS AND OIL
	4705101496 Noble Energy	WEB4JHS WV0510593HS	6895	MARCELLUS	8/25/2011	HORIZONTAL GAS AND OIL
	4705101496 Noble Energy	WEB4JHS	6895	MARCELLUS	4/26/2011	HORIZONTAL GAS AND OIL
	4705101735 Noble Energy	WEB22FHS	6922	MARCELLUS	2/10/2014	HORIZONTAL GAS AND OIL
	4705101734 Noble Energy	WEB22EHS	6922	MARCELLUS	2/10/2014	HORIZONTAL GAS AND OIL
	4705101733 Noble Energy	WEB22DHS	6922	MARCELLUS	2/10/2014	HORIZONTAL GAS AND OIL
	3705926466 CNX Gas Company, LLC	RHL23JHS		Marcellus	5/1/2014	HORIZONTAL GAS AND OIL

**Producing** 



WELL AHSUT

COUNTY: MARSHALL

DISTRICT: WEBSTER

NAD 83 - WV NORTH N:524301.024 E:1674430.253 LAT:39°56'05.099" LON:80°32'55.361"

NAD 27 - WV NORTH N:524263.811 E:1705865.059 LAT:39°56'04.823" LON:80°32'56.095"

OHIO COUNTY MINE N:54934,700 E:124309.601

UTM NAD83 ZONE 17 M. N:4420612.588 F:538558.577

WELL BHSUT

COUNTY: MARSHALL DISTRICT: WEBSTER

NAD 83 - WV NORTH N:524318.503

E:1674439.975 LAT:39°56'05.273" LON:80°32'55.239"

NAD 27 - WV NORTH N:524281,290 E:1705874.780 LAT:39°56'04.997" LON:80°32'55.972"

OHIO COUNTY MINE N:54951.727

WELL CHSUT

COUNTY: MARSHALL

DISTRICT: WEBSTER

NAD 83 - WV NORTH N:524308.781 E:1674457.453 LAT:39°56'05.179" LON:80°32'55.013"

NAD 27 - WV NORTH N:524271.567 E:1705892.258 LAT:39°56'04.903" LON:80°32'55.747"

OHIO COUNTY MINE N:54941.234

WELL DHSUT

COUNTY: MARSHALL

DISTRICT: WEBSTER

Blue Mountain

CONX GAS COMPANY, LLC 200 EVERGREENE DRIVE WAYNESBURG, PA 15370

CNIGAS

REVISIONS

AND UPDATED WELL NAME

MAJORSVILLE 6 COAL EXHIBIT

NAD 83 - WV NORTH N:524291.303 E:1674447.731 LAT:39°56'05.005" LON:80°32'55.135"

NAD 27 - WV NORTH N:524254.089 E:1705882.537 LAT:39°56'04.729" LON:80°32'55.869"

OHIO COUNTY MINE N:54924.208

WELL EHSUT

COUNTY: MARSHALL

DISTRICT: WEBSTER

NAD 83 - WV NORTH N:524272.274 E:1674482.941 LAT:39°56'04.821" LON:80°32'54.680"

NAD 27 - WV NORTH N:524235.059 E:1705917,746 LAT:39°56'04.545" LON:80°32'55.414"

OHIO COUNTY MINE N:54903.625 E:124360.952

UTM NAD83 ZONE 17 M. N:4420604.097 E:538574.775

NAD 83 - WV NORTH N:524290.027 E:1674492.151 LAT:39°56'04.997" LON:80"32'54.565"

NAD 27 - WV NORTH N:524252.813 E:1705926.955 LAT:39°56'04.722" LON:80°32'55.298"

OHIO COUNTY MINE N:54920.950 E:124370.945

UTM NAD83 ZONE 17 M. N:4420609.553 E:538577.491

NAD 83 - WV NORTH N:524299.059 E:1674474.931 LAT:39°56'05.085" LON:80°32'54.787"

NAD 27 - WV NORTH N:524261.845 E:1705909.736 LAT:39°56'04.809" LON:80°32'55.521"

OHIO COUNTY MINE N:54930.741 E:124354.145

UTM NAD83 ZONE 17 M. N:4420612.217 E:538572.198

NAD 83 - WV NORTH N:524281.581 E:1674465.209 LAT:39°56'04.911" LON:80"32'54.909"

NAD 27 - WV NORTH N:524244.366 E:1705900.015 LAT:39"56'04.635" LON:80°32'55,643"

OHIO COUNTY MINE N:54913.714 E:124343.654

UTM NAD83 ZONE 17 M. N:4420606.842 E:538569.326



GENERAL NOTES:

ALL DIMENSIONS RELATED TO COAL LOCATION (EXISTING AND/OR PROPOSED) ARE BASED ON INFO PROVIDED BY CONSOLIDATION COAL COMPANY, THIS INFO MAY NOT BE CURRENT WITH MINING PLANS. ANY QUESTIONS OR CONCERNS PERTAINING TO THE LOCATION OF COAL SHOULD BE DIRECTED TO CONSOLIDATION COAL COMPANY.

NOTE: DRAWING WAS CREATED ON 8.5x14 INCH PAPER.

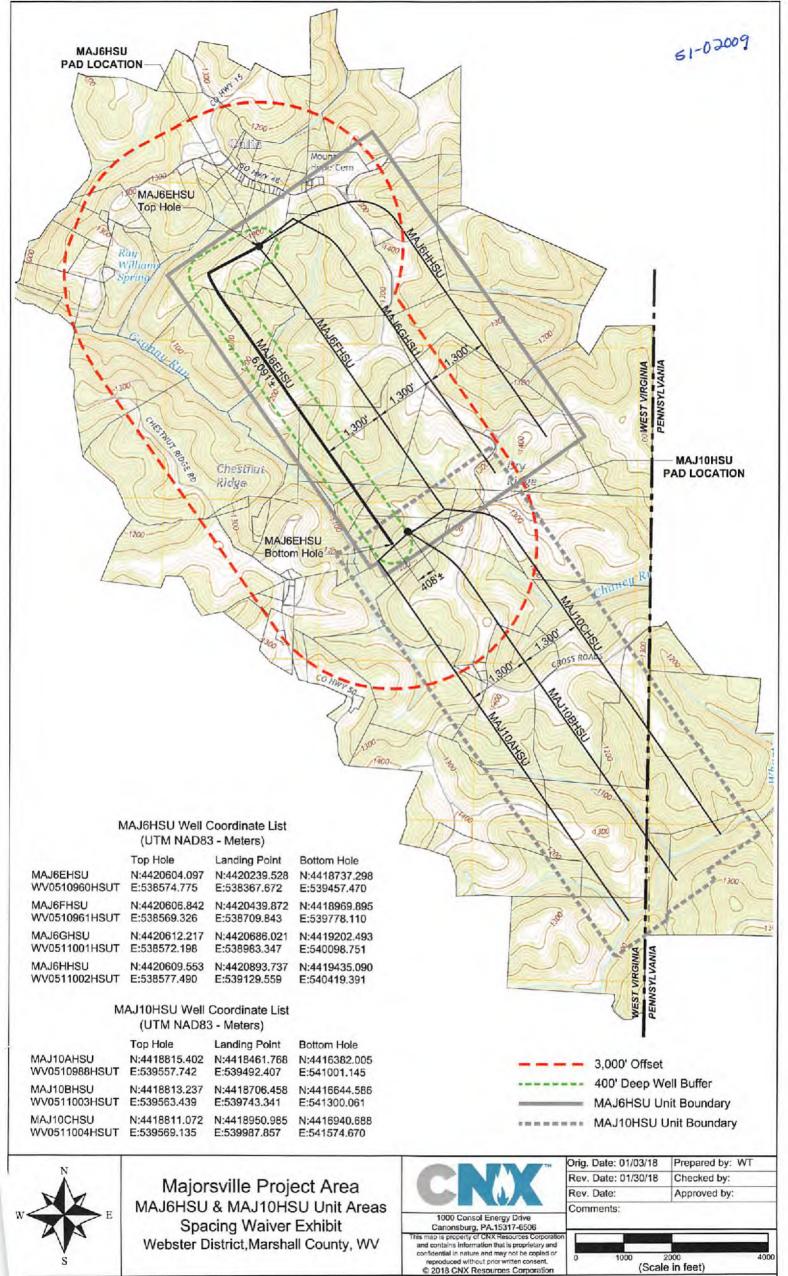
REWN BY ORC HECKED BY HCH

DATE: 05/27/15

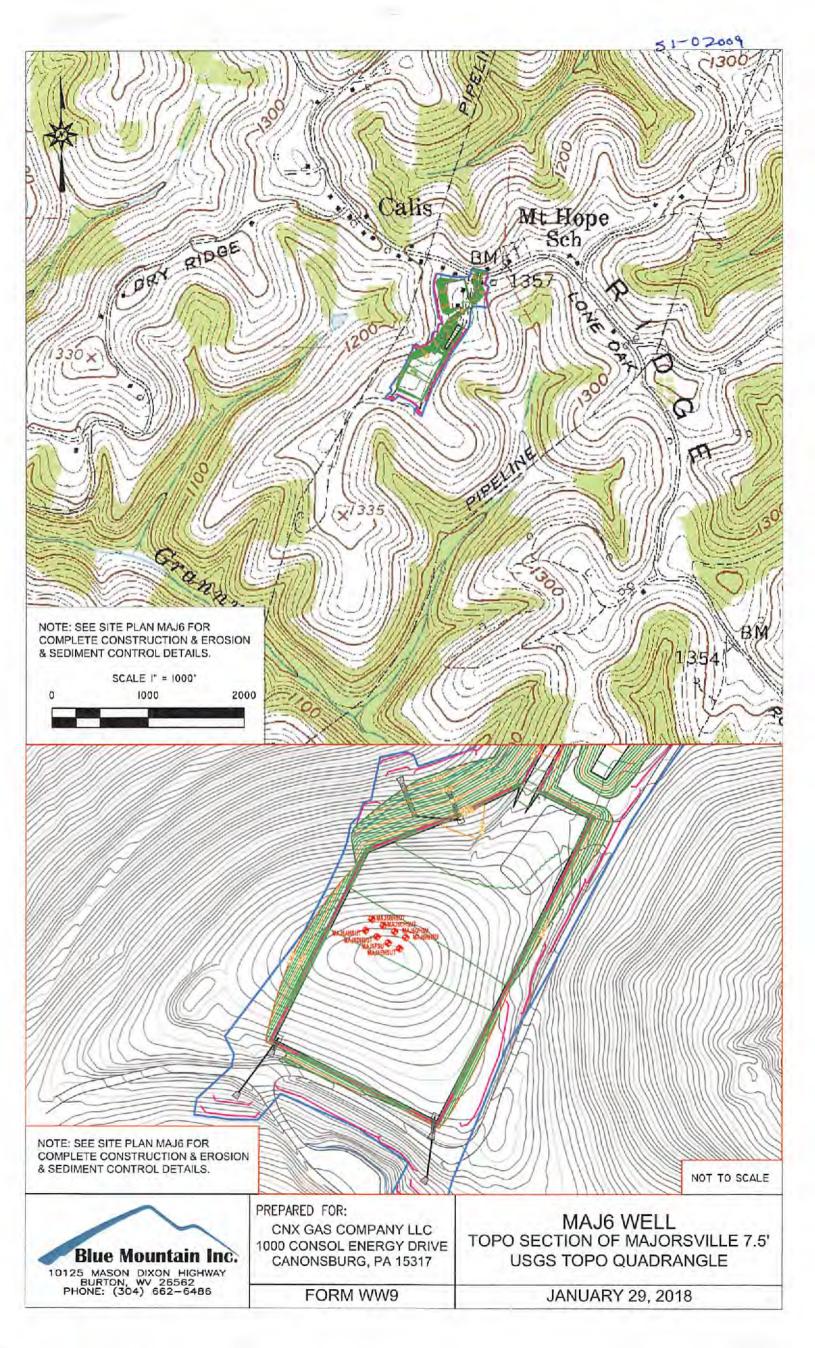
CALE AS SHOWN UDB NO. 8589-IS

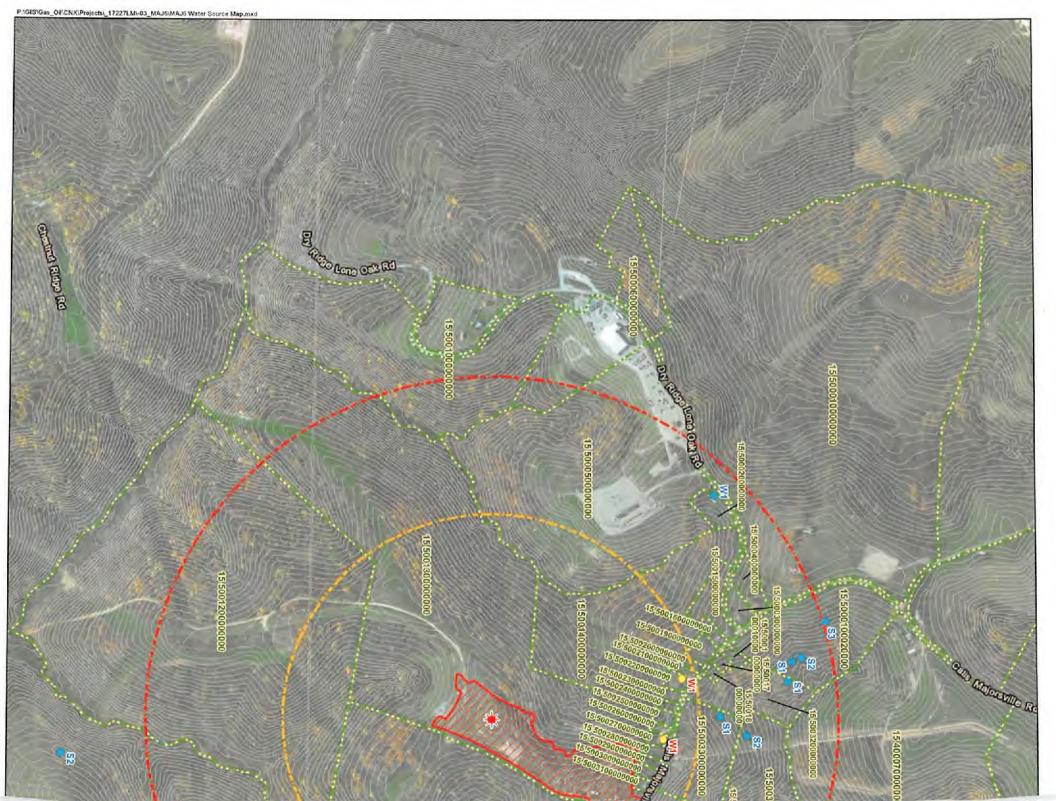
SHEET NO. 1

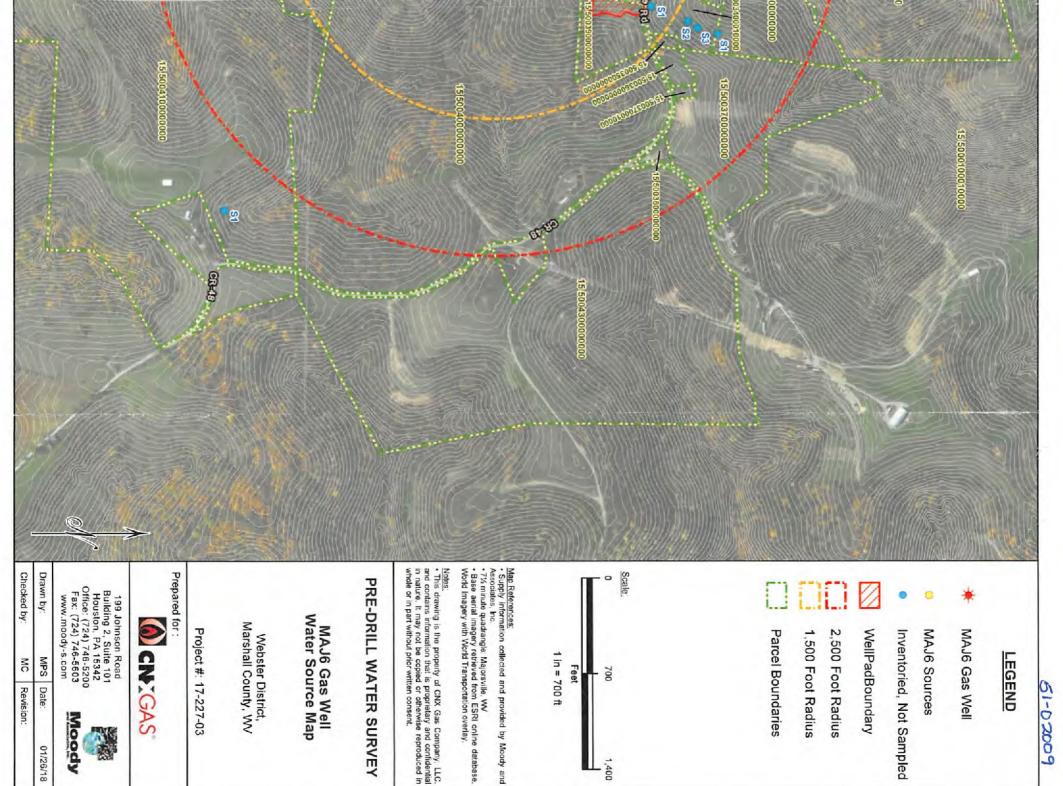
E:124320.093 E:124337.119 E:124326.628 UTM NAD83 ZONE 17 M. UTM NAD83 ZONE 17 M. UTM NAD83 ZONE 17 M N:4420617.962 N:4420615.090 N:4420609.715 E:538561.450 E:538566.824 E:538563.951 WELL HHSU WELL GHSU WELL FHSU COUNTY: MARSHALL COUNTY: MARSHALL COUNTY: MARSHALL DISTRICT: WEBSTER DISTRICT: WEBSTER DISTRICT: WEBSTER



SHEET 1 OF 1







Moody

01/26/18

Operator's Well No. MAJ6GHSU

#### 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:

Number	Grantor, Lessor, etc.	Grantee, Lessee, etc.	Royalty	Book/Page
Lease Name or				

See attached

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

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

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

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: CNX Gas Company, LLC

By: Raymond Hoon Taym The

Its: Permitting Supervisor

Tract ID	Title QLS#	Grantor, Lessor, etc	Grantee, Lessee, etc	Royalty	Book/Page
		Elmer Hartley and Ota Hartley, his wife	Manufacturer's Light and Heat Company	1/8	342/63
		Manufacturer's Light and Heat Company	Columbia Gas Transmmission Corporation	Assignment	422/204
		Columbia Gas Transmission Corporation	Columbia Gas Transmission LLC	Merger/Name Change	683/459
		Columbia Gas Transmission LLC	NiSource Energy Ventures	Assignment	AB 21/428
		NISource Energy Ventures	CNX Gas Company LLC with joinder Columbia Gas Tranmsission LLC	Sublease	685/136; Rerecorded 693/414
	202217000/	NiSource Energy Ventures	CNX Gas Company LLC with joinder Columbia Gas Tranmsission LLC	Corrective Memo of Sublease	697/295
1	7112220	Columbia Gas Transmission LLC	CNX Gas Company LLC CNX Gas Company LLC with joinder Columbia	First Amendment to Sublease Second Amendment to	729/446 782/1; re-recorded MRB 21/497
		NiSource Energy Ventures	Gas Tranmsission LLC	Sublease	702) 1, 10-10C010EG WIND 22/437
		NiSource Energy Ventures	Columbia Energy Ventures, LLC	Name Change	848/97
		Columbia Energy Ventures LLC	CNX Gas Company LLC and Columbia Gas Transmission as a joinder	Sublease	848/97
		Columbia Energy Ventures, LLC; CNX Gas	CNX Gas Company LLC and Columbia Gas	Amendment	864/234
		Company, LLC; Columbia Gas Transmission	Transmission as a joinder		
		Columbia Energy Ventures, LLC	CNX Gas Company LLC	Assignment Assignment	AB 33/533 AB 34/279
	<b></b>	Columbia Energy Ventures, LLC	CNX Gas Company LLC	Assignment	AD SAJETS
		Hazel Sammons	Manufacturer's Light and Heat Company	1/8	DB. 326/511
		Manufacturer's Light and Heat Company	Columbia Gas Transmission Corporation	Merger/Name Change	422/204 683/459
		Columbia Gas Transmission Corporation Columbia Gas Transmission LLC	Columbia Gas Transmission LLC NiSource Energy Ventures	Merger/Name Change Assignment	683/459 AB 21/428
		NiSource Energy Ventures	CNX Gas Company LLC with joinder Columbia	Sublease	685/136; Rerecorded 693/414
2	202220000/	NiSource Energy Ventures	Gas Tranmsission LLC CNX Gas Company LLC with joinder Columbia	Corrective Memo of Sublease	697/295
•	T112223		Gas Tranmsission LLC		
	1	Columbia Gas Transmission LLC	CNX Gas Company LLC with kinder Columbia	First Amendment to Sublease Second Amendment to	729/446 782/1; re-recorded MRB 21/497
		NiSource Energy Ventures	CNX Gas Company LLC with joinder Columbia Gas Tranmsission LLC	Sublease	
		NiSource Energy Ventures	Columbia Energy Ventures, LLC	Name Change	848/97
		Columbia Energy Ventures LLC	CNX Gas Company LLC and Columbia Gas Transmission as a joinder	Sublease	848/97
		Columbia Energy Ventures, LLC	CNX Gas Company LLC	Assignment	AB 33/553
4.2		Thomas J. & Ruth Elder	Columbia Gas Transmission Corporation	1/8	\$15/473
			Columbia Gas Transmission Corporation	Modification	667/398
		Albert J. Paczewski, Jr. and Vicky J. Paczewski Columbia Gas Transmmission Corporation	Columbia Gas Transmission LLC	Merger/Name Change	683/459
		Columbia Gas Transmission LLC	NiSource Energy Ventures	Assignment	AB 21/428
		NiSource Energy Ventures	CNX Gas Company LLC with joinder Columbia	Sublease	685/136; Rerecorded 693/414
		NiSource Energy Ventures	Gas Tranmsission LLC CNX Gas Company LLC with joinder Columbia	Corrective Memo of Sublease	697/295
	20122221		Gas Tranmsission LLC		
3	204020000/ T114126	Columbia Gas Transmission LLC	CNX Gas Company LLC	First Amendment to Sublease	729/446
		NiSource Energy Ventures	CNX Gas Company LLC with joinder Columbia	Second Amendment to	782/1; re-recorded MRB 21/497
		NiSource Energy Ventures	Columbia Energy Ventures, LLC	Sublease Name Change	848/97
		Columbia Energy Ventures LLC	CNX Gas Company LLC and Columbia Gas	Sublease	
		Columbia Energy Ventures, LLC; CNX Gas	Transmission as a joinder N/A	Amendment	848/97 864/234
		Company, LLC; Columbia Gas Transmission	190	Committee	चन मृद्धा <del>य</del>
		Columbia Energy Ventures, LLC	CNX Gas Company LLC	Assignment	34/466
		Columbia Energy Ventures, LLC Columbia Energy Ventures, LLC	CNX Gas Company LLC CNX Gas Company LLC	Assignment Assignment	34/466 AB 34/478
		Columbia Energy Ventures, LLC			
		Columbia Energy Ventures, LLC  Ellsworth H. Harsh and Bessle E.Harsh;Mildred Harsh,widow, Paul Harsh,	CNX Gas Company LLC	Assignment	AB 34/478
		Columbia Energy Ventures, LLC  Ellsworth H. Harsh and Bessie E.Harsh;Mildred Harsh,widow, Paul Harsh, single, Catherine H. and George E. McCarrian, her husband; Shere E. and	CNX Gas Company LLC	Assignment	AB 34/478
		Columbia Energy Ventures, LLC  Ellsworth H. Harsh and Bessie E.Harsh;Mildred Harsh,widow, Paul Harsh, single, Catherine H. and George E. McCarrlan, her husband; Shere E. and Barbara Harsh, his wife; John A. and Lucille	CNX Gas Company LLC	Assignment	AB 34/478
		Columbia Energy Ventures, LLC  Ellsworth H. Harsh and Bessie E.Harsh;Mildred Harsh,widow, Paul Harsh, single, Catherine H. and George E. McCerrian, her husband; Shere E. and Barbara Harsh, his wife; John A. and Lucille Harsh, his wife.	CNX Gas Company LLC  Columbia Gas Transmission Corporation	Assignment 1/8	AB 34/478 434/158
		Columbia Energy Ventures, LLC  Ellsworth H. Harsh and Bessie E.Harsh;Mildred Harsh,widow, Paul Harsh, single, Catherine H. and George E. McCarrian, her husband; Shere E. and Barbara Harsh, his wife; John A. and Lucille Harsh, his wife.  Columbia Gas Transmmission Corporation	CNX Gas Company LLC  Columbia Gas Transmission Corporation  Columbia Gas Transmission LLC	Assignment  1/8  Merger/Name Change	AB 34/478 434/198 683/459
		Columbia Energy Ventures, LLC  Ellsworth H. Harsh and Bessie E.Harsh;Mildred Harsh,widow, Paul Harsh, single, Catherine H. and George E. McCarrian, her husband; Shere E. and Barbara Harsh, his wife; John A. and Lucille Harsh, his wife.  Columbia Gas Transmission Corporation Columbia Gas Transmission LLC	CNX Gas Company LLC  Columbia Gas Transmission Corporation  Columbia Gas Transmission LLC  NiSource Energy Ventures	Assignment  1/8  Merger/Name Change  Assignment	AB 34/478 434/158 683/459 AB 21/428
		Columbia Energy Ventures, LLC  Ellsworth H. Harsh and Bessie E.Harsh;Mildred Harsh,widow, Paul Harsh, single, Catherine H. and George E. McCarrian, her husband; Shere E. and Barbara Harsh, his wife; John A. and Lucille Harsh, his wife.  Columbia Gas Transmmission Corporation	CNX Gas Company LLC  Columbia Gas Transmission Corporation  Columbia Gas Transmission LLC	Assignment  1/8  Merger/Name Change  Assignment  Sublease	AB 34/478  434/158  434/158  683/459  AB 21/428 685/136; Rerecorded 693/414
·		Columbia Energy Ventures, LLC  Ellsworth H. Harsh and Bessie E.Harsh;Mildred Harsh,widow, Paul Harsh, single, Catherine H. and George E. McCarrian, her husband; Shere E. and Barbara Harsh, his wife; John A. and Lucille Harsh, his wife.  Columbia Gas Transmission Corporation Columbia Gas Transmission LLC	CNX Gas Company LLC  Columbia Gas Transmission Corporation  Columbia Gas Transmission LLC  NISource Energy Ventures CNX Gas Company LLC with joinder Columbia Gas Transmission LLC  CNX Gas Company LLC with joinder Columbia	Assignment  1/8  Merger/Name Change  Assignment	AB 34/478 434/158 683/459 AB 21/428
·	202215000/	Columbia Energy Ventures, LLC  Ellsworth H. Harsh and Bessie E.Harsh;Mildred Harsh,widow, Paul Harsh, single, Catherine H. and George E. McCarrian, her husband; Shere E. and Barbare Harsh, his wife; John A. and Lucille Harsh, his wife.  Columbia Gas Transmission Corporation Columbia Gas Transmission LLC NiSource Energy Ventures	CNX Gas Company LLC  Columbia Gas Transmission Corporation  Columbia Gas Transmission LLC  NISource Energy Ventures  CNX Gas Company LLC with joinder Columbia Gas Transmission LLC	Assignment  1/8  Merger/Name Change  Assignment Sublease  Corrective Memo of Sublease  First Amendment to Sublease	AB 34/478  434/158  434/158  683/459  AB 21/428 685/136; Rerecorded 693/414  697/295  729/446
4	202215000/ T112218	Columbia Energy Ventures, LLC  Ellsworth H. Harsh and Bessie E.Harsh;Mildred Harsh,widow, Paul Harsh, single, Catherine H. and George E. McCarrian, her husband; Shere E. and Barbara Harsh, his wife; John A. and Lucille Harsh, his wife.  Columbia Gas Transmission Corporation Columbia Gas Transmission LLC NiSource Energy Ventures  NISource Energy Ventures	CNX Gas Company LLC  Columbia Gas Transmission Corporation  Columbia Gas Transmission LLC  NISource Energy Ventures  CNX Gas Company LLC with joinder Columbia Gas Transmission LLC  CNX Gas Company LLC with joinder Columbia Gas Transmission LLC	Assignment  1/8  Merger/Name Change  Assignment Sublease  Corrective Memo of Sublease	AB 34/478  434/158  434/158  683/459  AB 21/428 685/136; Rerecorded 693/414 697/295
4		Columbia Energy Ventures, LLC  Elisworth H. Harsh and Bessie E.Harsh;Mildred Harsh,widow, Paul Harsh, single, Catherine H. and George E. McCerrian, her husband; Shere E. and Barbara Harsh, his wife; John A. and Lucille Harsh, his wiffe.  Columbia Gas Transmission Corporation  Columbia Gas Transmission LLC  NiSource Energy Ventures  RiSource Energy Ventures  Columbia Gas Transmission LLC	CNX Gas Company LLC  Columbia Gas Transmission Corporation  Columbia Gas Transmission LLC  NISource Energy Ventures  CNX Gas Company LLC with joinder Columbia Gas Transmission LLC  CNX Gas Company LLC with joinder Columbia Gas Transmission LLC  CNX Gas Company LLC with joinder Columbia Cas Company LLC with joinder Columbia CNX Gas Company LLC  CNX Gas Company LLC	Assignment  1/8  Merger/Name Change  Assignment  Sublease  Corrective Memo of Sublease  First Amendment to Sublease  Second Amendment to	AB 34/478  434/158  434/158  683/459  AB 21/428  685/136; Rerecorded 693/414  697/295  729/446

		Columbia Energy Ventures, LLC; CNX Gas Company, LLC; Columbia Gas Transmission	N/A	Amendment	864/234
		Columbia Energy Ventures, LLC	CNX Gas Company LLC	Assignment	AB 33/553
		Columbia Energy Ventures, LLC	CNX Gas Company LLC	Assignment	AB 34/279
		Sandra C. Koontz	CNX Gas Company LLC	17%	776/28; re-recorded 778/280
		CNX Gas Company LLC	Noble Energy, Inc.	Assignment	AB 31/558
		Noble Energy, Inc.	HG Energy, Inc.	Assignment	AB. 39/1
5	206581000/	HG Energy, Inc	CNX Gas Company LLC	Joint Operating Agreement	Copy Included
(3 Leases)	T116814		min to the state of	18%	869/210
		Dry Ridge Recurces, LLC TH Exploration	TH Exploration CNX Gas Company LLC	Assignment	37/9
		THE CAPITATION			865/394
		Martha Kay Hill and Charles D. Hill	TH Exploration	18%	37/9
		TH Exploration	CNX Gas Company LLC	Assignment	
					776/28; re-recorded 778/280
		Sandra C. Koontz	CNX Gas Company LLC	17%	AB 31/558
		CNX Gas Company LLC	Noble Energy, Inc.	Assignment	18.71
6	206581000/	Noble Energy, Inc.	HG Energy, Inc.	Assignment	AB. 39/1
(3 Leases)	T116814		CNX Gas Company LLC		Copy Included
		HG Energy, Inc	THE Employation	Joint Operating Agreement 18%	869/210
		Dry Ridge Reources, LLC TH Exploration	TH Exploration CNX Gas Company LLC	Assignment	37/9
		Martha Kay Hill and Charles D. Hill	TH Exploration	18%	865/394
		TH Exploration	CNX Gas Company LLC	Assignment	37/9
		August W. Chambers, et al.	Columbia Gas Transmission Corporation	1/8	529/255
		Glenn E Chambers, et ux.	Columbia Gas Tramission Corporation	Lease Modification	667/156
			C. L. Li. C. Taranala L. Carrantina	Lease Modification	667/162
		Betty Hewitt Columbia Gas Transmmission Corporation	Columbia Gas Transmission Corporation Columbia Gas Transmission LLC	Merger/Name Change	683/459
		NiSource Energy Ventures	CNX Gas Company LLC with Joinder Columbia	Sublease	685/136; Rerecorded 693/41
	204643000/	NiSource Energy Ventures	Gas Tranmsission LLC CNX Gas Company LLC with joinder Columbia	Corrective Memo of Sublease	
7 (2 Leases)	T114764		Gas Tranmsission LLC		697/295
		Columbia Gas Transmission LLC NiSource Energy Ventures	CNX Gas Company LLC CNX Gas Company LLC with joinder Columbia	First Amendment to Sublease Second Amendment to	729/446
		NISource Energy Ventures	Gas Tranmsission LLC	Sublease	782/1; re-recorded MRB 21/49
		NiSource Energy Ventures	Columbia Energy Ventures, LLC	Name Change	848/97
		Columbia Energy Ventures LLC	CNX Gas Company LLC and Columbia Gas	Sublease	848/97
		Columbia Energy Ventures LLC	Transmission as a joinder CNX Gas Company LLC	Assignment	36/298
		Chestnut Holdings	Fossil Creek Ohio	20%	848/218
		Fossil Creek Ohio	CNX Gas Company LLC	Assignment	37/18
	*******		Consol Pennsylvania Coal Company	100% Consol (DEED)	668/330
g (Fee Tracts)	T115474	Margaret Moran Consol Pennsylvania Coal Company	CNX Gas Company LLC	Deed	804/189
9	T115475	Margaret Moran	Consol Pennsylvania Coal Company	100% Consol (DEED)	668/330
(Fee Tracts)	1115475	Consol Pennsylvania Coal Company	CNX Gas Company LLC	Deed	804/189
10	202142000/				
	T112145	Michael S. Riggle	CNX Gas Company LLC	17%	907/534
		H. B. Chambers, single; August Chambers and Bessie Chambers, his wife; and Gall Dolan, widow	Manufacturer's Light & Heat Company	1/8	326/92
		Manufacturer's Light & Heat Company	Columbia Gas Transmission Corporation	Merger/Name Change	422/204
	1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1	Columbia Gas Transmission Corporation	Columbia Gas Transmission LLC	Merger/Name Change	683/459
11	202213000/ T112216	Columbia Gas Transmission LLC Columbia Energy Ventures LLC	NiSource Energy Ventures CNX Gas Company LLC and Columbia Gas	Assignment Sublease	AB 21/428 848/97
	1		Transmission as a joinder		
		Columbia Energy Ventures, LLC	CNX Gas Company LLC	Assignment Assignment	AB 36/298 AB 37/169
		CNX Gas Company LLC Noble Energy, Inc.	Noble Energy, Inc. HG Energy II Appalachia, LLC	Assignment	AB 39/1
		HG Energy II Appalachia, LLC	CNX Gas Company LLC	Joint Operating Agreement	Copy Included
12	202218000/T112221	Robert R. Riggle and Donna S. Riggle, husband and wife	CNX Gas Company LLC	Leane	Copy Included
	THE PARTY OF THE P	Robert R. Riggle and Donna S. Riggle,	CNX Gas Company LLC	1000	Cale to Minde
13	202765000/T112775	husband and wife		1240	Copy Included
14	205123000/ T115273	Brian K. Milliken and Mary Lynn Milliken, husband and wife; Jay K. Wallace and Patricla L. Wallace, husband and wife; Sara Jane Wallace, single	Noble Energy, Inc.	18%	806/307
		Noble Energy, Inc.	CNX Gas Company LLC	Assignment	AB 344/177 AB 37/169
		CALL CALLES THE			
		CNX Gas Company LLC Noble Energy, Inc.	Noble Energy, Inc. HG Energy II Appalachia, LLC	Assignment Assignment	AB 39/1

		J. L. Crow and Elizabeth V. Crow, husband and	L. B. Beatty	1/8	74/386
		Wheeling Natural Gas Company	Manufacturer's Light & Heat Company	Assignment	148/389
		Manufacturer's Light & Heat Company	Union Gasoline & Oil Corporation	Assignment	197/120
			Preston Oil Company	Assignment	AB 2/136
		Union Gasoline & Oil Corporation		Assignment	AB 2/225
	0.000,000,000,000	Preston Oil Company	Manufacturer's Light & Heat Company		422/204
15	202209000/	Manufacturer's Light & Heat Company	Columbia Gas Transmission Corporation	Merger/Name Change	
	T112212	Columbia Gas Transmission Corporation	Columbia Gas Transmission LLC	Merger/Name Change	683/459
		Columbia Gas Transmission LLC	NiSource Energy Ventures	Assignment	AB 21/428
		NiSource Energy Ventures	Columbia Energy Ventures, LLC	Name Change	848/97
		Columbia Energy Ventures LLC	CNX Gas Company LLC and Columbia Gas	Sublease	848/97
			Transmission as a joinder		
		Columbia Energy Ventures, LLC	CNX Gas Company LLC	Assignment	AB 34/466
			S. L. M. C. Transplacing Conservation	1/8	529/255
		August W. Chambers, et al.	Columbia Gas Transmission Corporation	Merger/Name Change	
		Columbia Gas Transmmission Corporation	Columbia Gas Transmission LLC	Merger/Martie Change	683/459
				u d	848/97
16	204994000/	NiSource Energy Ventures	Columbia Energy Ventures, LLC	Name Change	0+0/37
(2 leases)	T115134	Columbia Energy Ventures LLC	CNX Gas Company LLC and Columbia Gas	Sublease	848/97
friend,	1,000		Transmission as a joinder		36/298
		Columbia Energy Ventures LLC	CNX Gas Company LLC	Assignment	
		Chestnut Holdings	Fossil Creek Ohio	20%	848/218
		Fassil Creek Ohio	CNX Gas Company LLC	Assignment	40/276
				Lease	Copy Included
17	205052000/T115194	Michael S. Riggle	CNX Gas Company LLC	Lease	Copy included
18	T115475	Margaret Moran	Consol Pennsylvania Coal Company	100% Consol (DEED)	668/330
(Fee Tracts)	1449179	Consol Pennsylvania Coal Company	CNX Gas Company LLC	Deed	804/189
V. Se Trucks		and a surprise			
19	T115475	Margaret Moran	Consol Pennsylvania Coal Company	100% Consol (DEED)	668/330
(Fee Tracts)	The state of	Consol Pennsylvania Coal Company	CNX Gas Company LLC	Deed	804/189
20	T115475	Margaret Moran	Consol Pennsylvania Coal Company	100% Consol (DEED)	668/330
(Fee Tracts)		Consol Pennsylvania Coal Company	CNX Gas Company LLC	Deed	804/189
		- H. W	CON CONCESSION OF THE PROPERTY	120	701/421
21	205315000/T115471	David L. Kinney & Raymond P. Kinney	CNX Gas Company LLC	15%	1011-451
		Caroll L. Cooper & Dales Gittings, as Co-			The same of the sa
		Trustees of the Mt. Hope Cemetery	Land to the second seco	15%	744/146
		Association	CNX Gas Company LLC		
		CNX Gas Company LLC	Noble Energy, Inc.	Assignment	AB 28/623
		CNX Gas Company LLC	Noble Energy, Inc.	Assignment	AB 37/169
		Noble Energy, Inc.	HG Energy II Appalachia, LLC	Assignment	AB 39/1
22A	204023000/T114129	HG Energy II Appalachia, LLC	CNX Gas Company LLC	Joint Operating Agreement	Copy Included
(2 leases)	2040230007 127422	Virginia M. Blake Parsons and Laurence F.	Clear Opp company and	John Character Linguister	
			Noble Energy, Inc.	12.5%	805/550
		Parsons, wife and husband	CNX Gas Company LLC	Assignment	AB 33/28
		Noble Energy, Inc.		Assignment	AB 37/159
		CNX Gas Company LLC	Noble Energy, Inc.	Assignment	AB 39/1
		Noble Energy, Inc.	HG Energy II Appalachia, LLC	Joint Operating Agreement	Copy Included
		HG Energy II Appalachia, LLC	CNX Gas Company LLC	Joint Operating Agreement	copy measure
		Caroll L. Cooper & Dales Gittings, as Co-			
				15%	*****
				1370	744/146
		Trustees of the Mt. Hope Cemetery	CNX Gas Company LLC	15/6	744/146
		Trustees of the Mt. Hope Cemetery Association	CNX Gas Company LLC Noble Energy, Inc.	Assignment	744/146 AB 28/623
		Trustees of the Mt. Hope Cemetery Association CNX Gas Company LLC	Noble Energy, Inc.	Assignment	AB 28/623
		Trustees of the Mt. Hope Cemetery Association CNX Gas Company LLC CNX Gas Company LLC	Noble Energy, Inc. Noble Energy, Inc.	Assignment Assignment	AB 28/623 AB 37/169
228	7040279047334450	Trustees of the Mt. Hope Cemetery Association CINX Gas Company LLC CNX Gas Company LLC Noble Energy, Inc.	Noble Energy, Inc. Noble Energy, Inc. HG Energy II Appalachia, UC	Assignment Assignment Assignment	AB 28/623 AB 37/169 AB 39/1
22B (2 leases)	204023000/T114129	Trustees of the Mt. Hope Cemetery Association CNX Gas Company LLC CNX Gas Company LLC Noble Energy, Inc. HG Energy II Appalachia, LLC	Noble Energy, Inc. Noble Energy, Inc.	Assignment Assignment	AB 28/623 AB 37/169 AB 39/1 Copy Included
	204023000/T114129	Trustees of the Mt. Hope Cemetery Association CNX Gas Company LLC CNX Gas Company LLC Noble Energy, Inc. HG Energy II Appalachia, LLC Virginia M. Blake Parsons and Laurence F.	Noble Energy, Inc. Noble Energy, Inc. HG Energy II Appalachia, LLC CNX Gas Company LLC	Assignment Assignment Assignment	AB 28/623 AB 37/169 AB 39/1
	204023000/ T114129	Trustees of the Mt. Hope Cemetery Association CNX Gas Company LLC CNX Gas Company LLC Noble Energy, Inc. HG Energy II Appalachia, LLC Virginia M. Blake Parsons and Laurence F. Parsons, wife and husband	Noble Energy, Inc. Noble Energy, Inc. HG Energy II Appalachia, LLC CNX Gas Company LLC Noble Energy, Inc.	Assignment Assignment Assignment Joint Operating Agreement 12.5%	AB 28/623 AB 37/169 AB 39/1 Copy Included 805/550
	204023000/T114129	Trustees of the Mt. Hope Cemetery Association CINX Gas Company LLC CNX Gas Company LLC Noble Energy, Inc. HG Energy II Appalachia, LLC Virginia M. Blake Parsons and Laurence F. Parsons, wife and husband Noble Energy, Inc.	Noble Energy, Inc. Noble Energy, Inc. HG Energy II Appalachia, U.C CNX Gas Company U.C Noble Energy, Inc. CNX Gas Company U.C	Assignment Assignment Assignment Joint Operating Agreement 12.5% Assignment	AB 28/623 AB 37/169 AB 39/1 Copy Included 805/550 AB 33/28
	204023000/ Y114129	Trustees of the Mt. Hope Cemetery Association CNX Gas Company LLC CNX Gas Company LLC Noble Energy, Inc. HG Energy II Appalachia, LLC Virginia M. Blake Parsons and Laurence F. Parsons, wife and husband Noble Energy, Inc. CNX Gas Company LLC	Noble Energy, Inc. Noble Energy, Inc. Hig Energy II Appalachia, LLC CNX Gas Company LLC Noble Energy, Inc. CNX Gas Company LLC Noble Energy, Inc. Noble Energy, Inc.	Assignment Assignment Assignment Joint Operating Agreement 12.5% Assignment Assignment	AB 28/623 AB 37/169 AB 39/1 Copy Included 805/550 AB 33/28 AB 37/169
	204023000/ T114129	Trustees of the Mt. Hope Cemetery Association CNX Gas Company LLC CNX Gas Company LLC Noble Energy, Inc. HG Energy II Appalachia, LLC Virginia M. Blake Parsons and Laurence F. Parsons, wife and husband Noble Energy, Inc. CNX Gas Company LLC Noble Energy, Inc.	Noble Energy, Inc. Noble Energy, Inc. HG Energy II Appalachia, LLC CNX Gas Company LLC Noble Energy, Inc. CNX Gas Company LLC Noble Energy, Inc. HG Energy II Appalachia, LLC	Assignment Assignment Assignment Joint Operating Agreement 12.5% Assignment Assignment Assignment Assignment	AB 28/623 AB 37/169 AB 39/1 Copy Included 805/550 AB 33/28 AB 37/169 AB 39/1
	204023000/ T114129	Trustees of the Mt. Hope Cemetery Association CNX Gas Company LLC CNX Gas Company LLC Noble Energy, Inc. HG Energy II Appalachia, LLC Virginia M. Blake Parsons and Laurence F. Parsons, wife and husband Noble Energy, Inc. CNX Gas Company LLC	Noble Energy, Inc. Noble Energy, Inc. Hig Energy II Appalachia, LLC CNX Gas Company LLC Noble Energy, Inc. CNX Gas Company LLC Noble Energy, Inc. Noble Energy, Inc.	Assignment Assignment Assignment Joint Operating Agreement 12.5% Assignment Assignment	AB 28/623 AB 37/169 AB 39/1 Copy Included 805/550 AB 33/28 AB 37/169
	204023000/T114129	Trustees of the Mt. Hope Cemetery Association CINX Gas Company LLC NX Gas Company LLC Noble Energy, Inc. HG Energy II Appalachia, LLC Virginia M. Blake Parsons and Laurence F. Parsons, wife and husband Noble Energy, Inc. CINX Gas Company LLC Noble Energy, Inc. HG Energy II Appalachia, LLC	Noble Energy, Inc. Noble Energy, Inc. Noble Energy II Appalachia, UC CNX Gas Company LLC Noble Energy, Inc. CNX Gas Company LLC Noble Energy, Inc. HG Energy II Appalachia, UC CNX Gas Company LLC	Assignment Assignment Assignment Joint Operating Agreement 12.5% Assignment Assignment Assignment Joint Operating Agreement	AB 28/623 AB 37/169 AB 39/1 Copy included 805/550 AB 33/28 AB 37/169 AB 39/1 Copy included
	204023000/ T114129	Trustees of the Mt. Hope Cemetery Association CNX Gas Company LLC CNX Gas Company LLC Noble Energy, Inc. HG Energy II Appalachia, LLC Virginia M. Blake Parsons and Laurence F. Parsons, wife and husband Noble Energy, Inc. CNX Gas Company LLC Noble Energy, Inc. HG Energy II Appalachia, LLC Mount Hope Cemetery Association	Noble Energy, Inc. Noble Energy, Inc. Noble Energy II Appalachia, LLC CNX Gas Company LLC Noble Energy, Inc. CNX Gas Company LLC Noble Energy, Inc. HG Energy II Appalachia, LLC CNX Gas Company LLC CNX Gas Company LLC	Assignment Assignment Assignment Joint Operating Agreement 12.5% Assignment Assignment Assignment Assignment Ioint Operating Agreement	AB 28/623 AB 37/169 AB 39/1 Copy Included 805/550 AB 33/28 AB 37/169 AB 39/1 Copy Included
(2 leases)		Trustees of the Mt. Hope Cemetery Association CNX Gas Company LLC CNX Gas Company LLC Noble Energy, Inc. HG Energy II Appalachia, LLC Virginia M. Blake Parsons and Laurence F. Parsons, wife and husband Noble Energy, Inc. CNX Gas Company LLC Noble Energy, Inc. HG Energy II Appalachia, LLC Mount Hope Cemetery Association CNX Gas Company LLC NOS Gas Company LLC MOUNT Hope Cemetery Association CNX Gas Company LLC	Noble Energy, Inc. Noble Energy, Inc. HG Energy II Appalachia, LLC CNX Gas Company LLC Noble Energy, Inc. CNX Gas Company LLC Noble Energy, Inc. HG Energy II Appalachia, LLC CNX Gas Company LLC Noble Sergy II Appalachia, LLC CNX Gas Company LLC Noble Energy, Inc.	Assignment Assignment Assignment Joint Operating Agreement 12.5% Assignment Assignment Assignment Assignment Assignment Joint Operating Agreement 15% Assignment	AB 28/623 AB 37/169 AB 39/1 Copy Included 805/550 AB 33/28 AB 37/169 AB 39/1 Copy Included 764/236 32/459
	204023000/T114129	Trustees of the Mt. Hope Cemetery Association CINX Gas Company LLC CNX Gas Company LLC Noble Energy, Inc. HG Energy II Appalachia, LLC Virginia M. Blake Parsons and Laurence F. Parsons, wife and husband Noble Energy, Inc. CNX Gas Company LLC Noble Energy, Inc. HG Energy II Appalachia, LLC Mount Hope Cemetery Association CNX Gas Company LLC	Noble Energy, Inc. Noble Energy, Inc. Noble Energy II Appalachia, UC CNX Gas Company LLC Noble Energy, Inc. CNX Gas Company LLC Noble Energy, Inc. HG Energy II Appalachia, LLC CNX Gas Company LLC Noble Energy II C NX Gas Company LLC NX Gas Company LLC NX Gas Company LLC NX Gas Company LLC Noble Energy, Inc. Noble Energy, Inc.	Assignment Assignment Assignment Joint Operating Agreement 12.5% Assignment Assignment Assignment Assignment Joint Operating Agreement 15% Assignment Assignment Assignment Assignment Assignment	AB 28/623 AB 37/169 AB 39/1 Copy Included 805/550 AB 33/28 AB 37/169 AB 39/1 Copy Included 764/236 32/459 AB 37/169
(2 leases)		Trustees of the Mt. Hope Cemetery Association CNX Gas Company LLC CNX Gas Company LLC Noble Energy, Inc. HG Energy II Appalachia, LLC Virginia M. Blake Parsons and Laurence F. Parsons, wife and husband Noble Energy, Inc. CNX Gas Company LLC Noble Energy, Inc. HG Energy II Appalachia, LLC Mount Hope Cemetery Association CNX Gas Company LLC Noble Energy, Inc.	Noble Energy, Inc. Noble Energy, Inc. Noble Energy II Appalachia, UC CNX Gas Company LLC Noble Energy, Inc. CNX Gas Company LLC Noble Energy, Inc. HG Energy II Appalachia, LLC CNX Gas Company LLC Noble Energy, Inc. LC CNX Gas Company LLC Noble Energy, Inc. HG Energy, Inc. HG Energy, Inc. HG Energy, Inc. HG Energy II Appalachia, LLC	Assignment Assignment Assignment Joint Operating Agreement 12.5% Assignment Assignment Assignment Joint Operating Agreement 15% Assignment Assignment Assignment Assignment Assignment Assignment Assignment Assignment	AB 28/623 AB 37/169 AB 39/1 Copy included 805/550 AB 33/28 AB 37/169 AB 39/1 Copy included 764/236 32/459 AB 37/169 AB 39/1
(2 leases)		Trustees of the Mt. Hope Cemetery Association CINX Gas Company LLC CNX Gas Company LLC Noble Energy, Inc. HG Energy II Appalachia, LLC Virginia M. Blake Parsons and Laurence F. Parsons, wife and husband Noble Energy, Inc. CNX Gas Company LLC Noble Energy, Inc. HG Energy II Appalachia, LLC Mount Hope Cemetery Association CNX Gas Company LLC	Noble Energy, Inc. Noble Energy, Inc. Noble Energy II Appalachia, UC CNX Gas Company LLC Noble Energy, Inc. CNX Gas Company LLC Noble Energy, Inc. HG Energy II Appalachia, LLC CNX Gas Company LLC Noble Energy II C NX Gas Company LLC NX Gas Company LLC NX Gas Company LLC NX Gas Company LLC Noble Energy, Inc. Noble Energy, Inc.	Assignment Assignment Assignment Joint Operating Agreement 12.5% Assignment Assignment Assignment Assignment Joint Operating Agreement 15% Assignment Assignment Assignment Assignment Assignment	AB 28/623 AB 37/169 AB 39/1 Copy Included 805/550 AB 33/28 AB 37/169 AB 39/1 Copy Included 764/236 32/459 AB 37/169
(2 leases)		Trustees of the Mt. Hope Cemetery Association CNX Gas Company LLC CNX Gas Company LLC Noble Energy, Inc. HG Energy II Appalachia, LLC Virginia M. Blake Parsons and Laurence F. Parsons, wife and husband Noble Energy, Inc. CNX Gas Company LLC Noble Energy, Inc. HG Energy II Appalachia, LLC Mount Hope Cemetery Association CNX Gas Company LLC Noble Energy, Inc. HG Energy II Appalachia, LLC HG Energy II Appalachia, LLC	Noble Energy, Inc. Noble Energy, Inc. Noble Energy II Appalachia, UC CNX Gas Company LLC Noble Energy, Inc. CNX Gas Company LLC Noble Energy, Inc. HG Energy II Appalachia, LLC CNX Gas Company LLC NX Gas Company LLC NX Gas Company LLC LNX Gas Company LLC Noble Energy, Inc. HG Energy II Appalachia, LLC CNX Gas Company LLC NX Gas Company LLC NX Gas Company LLC	Assignment Assignment Assignment Joint Operating Agreement 12.5% Assignment Assignment Assignment Joint Operating Agreement 15% Assignment Assignment Assignment Assignment Assignment Assignment Assignment Assignment	AB 28/623 AB 37/169 AB 39/1 Copy included 805/550 AB 33/28 AB 37/169 AB 39/1 Copy included 764/236 32/459 AB 37/169 AB 39/1
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(2 leases) 23	204021000/T114127	Trustees of the Mt. Hope Cemetery Association CNX Gas Company LLC CNX Gas Company LLC Noble Energy, Inc. HG Energy II Appalachia, LLC Virginia M. Blake Parsons and Laurence F. Parsons, wife and husband Noble Energy, Inc. CNX Gas Company LLC Noble Energy, Inc. HG Energy II Appalachia, LLC Mount Hope Cemetery Association CNX Gas Company LLC CNX Gas Company LLC CNX Gas Company LLC CNX Gas Company LLC Ellsworth H. Scherich and Thelma L. Scherich both doing business in their soul and separate right Jackle L. Frye Richard P. Barto and Mary Lee Barto, his wife	Noble Energy, Inc. Noble Energy, Inc. Noble Energy II Appalachia, LLC CNX Gas Company LLC Noble Energy, Inc. CNX Gas Company LLC Noble Energy, Inc. HG Energy II Appalachia, LLC CNX Gas Company LLC CNX Gas Company LLC Noble Energy, Inc. Noble Energy, Inc. Noble Energy, Inc. Noble Energy, Inc. CNX Gas Company LLC	Assignment Assignment Assignment Joint Operating Agreement  12.5% Assignment Assignment Assignment Assignment Joint Operating Agreement  15% Assignment Joint Operating Agreement	AB 28/623 AB 37/169 AB 39/1 Copy Included  805/550 AB 33/28 AB 37/169 AB 39/1 Copy Included  764/236 32/459 AB 37/169 AB 39/1 Copy Included  689/117 700/265
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(2 leases) 23	204021000/T114127	Trustees of the Mt. Hope Cemetery Association CNX Gas Company LLC CNX Gas Company LLC Noble Energy, Inc. HG Energy II Appalachia, LLC Virginia M. Blake Parsons and Laurence F. Parsons, wife and husband Noble Energy, Inc. CNX Gas Company LLC Noble Energy, Inc. HG Energy II Appalachia, LLC Mount Hope Cemetery Association CNX Gas Company LLC CNX Gas Company LLC CNX Gas Company LLC CNX Gas Company LLC Ellsworth H. Scherich and Thelma L. Scherich both doing business in their soul and separate right Jackie L. Frye Richard P. Barto and Mary Lee Barto, his wife Scott Douglas Reed Robert B. Elliott Tierra Oil Company Jackie L. Frye Richard P. Barto and Mary Lee Barto, his	Noble Energy, Inc. Noble Energy, Inc. Noble Energy II Appalachia, UC CNX Gas Company LLC Noble Energy, Inc. CNX Gas Company LLC Noble Energy, Inc. HG Energy, Inc. HG Energy, Inc. HG Energy, Inc. HG Energy, Inc. Noble Energy, Inc. Noble Energy, Inc. CNX Gas Company LLC	Assignment Assignment Assignment Joint Operating Agreement 12.5% Assignment Assignment Assignment Joint Operating Agreement Ioint Operating Agreement Assignment Assignment Assignment Assignment Assignment Ioint Operating Agreement 15% 15% 15% 15% 17% Lease	AB 28/623 AB 37/169 AB 39/1 Copy Included  805/550 AB 33/28 AB 37/169 AB 39/1 Copy Included  764/236 32/459 AB 39/1 Copy Included  689/117 700/265  700/268 701/409 707/260 Copy Included
(2 leases) 23	204021000/T114127	Trustees of the Mt. Hope Cemetery Association CNX Gas Company LLC CNX Gas Company LLC Noble Energy, Inc. HG Energy II Appalachia, LLC Virginia M. Blake Parsons and Laurence F. Parsons, wife and husband Noble Energy, Inc. CNX Gas Company LLC Noble Energy, Inc. HG Energy II Appalachia, LLC Mount Hope Cemetery Association CNX Gas Company LLC Noble Energy, Inc. HG Energy II Appalachia, LLC Ellsworth H. Scherich and Thelma L. Scherich both doing business in their soul and separate right Jackie L. Frye Richard P. Barto and Mary Lee Barto, his wife Scott Douglas Reed Robert B. Elliott Tierra Oil Company Jackie L. Frye Richard P. Barto and Mary Lee Barto, his wife Scott Douglas Reed Robert B. Elliott Tierra Oil Company Jackie L. Frye Richard P. Barto and Mary Lee Barto, his wife	Noble Energy, Inc. Noble Energy, Inc. Noble Energy II Appalachia, UC CNX Gas Company LLC Noble Energy, Inc. CNX Gas Company LLC Noble Energy, Inc. HG Energy II Appalachia, LLC CNX Gas Company LLC	Assignment Assignment Assignment Joint Operating Agreement  12.5% Assignment Assignment Assignment Joint Operating Agreement  15% Assignment Assignment Assignment Assignment Assignment Assignment Assignment Assignment Ioint Operating Agreement  15% 15% 15% 15% 15% 15% 15%	AB 28/623 AB 37/169 AB 39/1 Copy Included  805/550 AB 33/28 AB 37/169 AB 39/1 Copy Included  764/236 32/459 AB 37/169 AB 39/1 Copy Included  689/117 700/265 700/268 701/409 707/260 Copy Included  700/265
(2 leases) 23	204021000/T114127	Trustees of the Mt. Hope Cemetery Association CNX Gas Company LLC CNX Gas Company LLC Noble Energy, Inc. HG Energy II Appalachia, LLC Virginia M. Blake Parsons and Laurence F. Parsons, wife and husband Noble Energy, Inc. CNX Gas Company LLC Noble Energy, Inc. HG Energy II Appalachia, LLC Mount Hope Cemetery Association CNX Gas Company LLC Noble Energy, Inc. HG Energy II Appalachia, LLC Ellsworth H. Scherich and Thelma L. Scherich both doing business in their soul and separate right Jackie L. Frye Richard P. Barto and Mary Lee Barto, his wife Scott Douglas Reed Robert B. Elliott Tierra Oil Company Jackie L. Frye Richard P. Barto and Mary Lee Barto, his wife Scott Douglas Reed Robert B. Elliott Tierra Oil Company Jackie L. Frye Richard P. Barto and Mary Lee Barto, his wife Scott Douglas Reed	Noble Energy, Inc. Noble Energy, Inc. Noble Energy, Inc. HG Energy II Appalachia, LLC CNX Gas Company LLC Noble Energy, Inc. HG Energy, Inc. HG Energy, Inc. HG Energy II Appalachia, LLC CNX Gas Company LLC Noble Energy, Inc. HG Energy, Inc. Noble Energy, Inc. Noble Energy, Inc. CNX Gas Company LLC	Assignment Assignment Assignment Joint Operating Agreement  12.5% Assignment Assignment Assignment Joint Operating Agreement  15% Assignment Assignment Assignment Assignment Assignment Ioint Operating Agreement  15% 15% 15% 15% 15% 15% 15% 15%	AB 28/623 AB 37/169 AB 39/1 Copy Included  805/550 AB 33/28 AB 37/169 AB 39/1 Copy Included  764/236 32/459 AB 39/1 Copy Included  689/117 700/265 700/268 701/409 707/260 Copy Included  700/265 700/268 701/409
23 24 (6 lenses)	204021000/T114127 204552000/T114673	Trustees of the Mt. Hope Cemetery Association CNX Gas Company LLC CNX Gas Company LLC Noble Energy, Inc. HG Energy II Appalachia, LLC Virginia M. Blake Parsons and Laurence F. Parsons, wife and husband Noble Energy, Inc. CNX Gas Company LLC Noble Energy, Inc. HG Energy II Appalachia, LLC Mount Hope Cemetery Association CNX Gas Company LLC CNX Gas Company LLC CNX Gas Company LLC Ellsworth H. Scherich and Theima L. Scherich both doing business in their soul and separate right Jackie L. Frye Richard P. Barto and Mary Lee Barto, his wife Scott Douglas Reed Robert B. Elliott Tierra Oil Company Jackie L. Frye Richard P. Barto and Mary Lee Barto, his wife Scott Douglas Reed Robert B. Elliott Tierra Oil Company	Noble Energy, Inc. Noble Energy, Inc. Noble Energy, Inc. HIS Energy II Appalachia, LLC CNX Gas Company LLC Noble Energy, Inc. CNX Gas Company LLC Noble Energy, Inc. HIS Energy II Appalachia, LLC CNX Gas Company LLC Noble Energy, Inc. Noble Energy, Inc. Noble Energy, Inc. Noble Energy, Inc. CNX Gas Company LLC	Assignment Assignment Assignment Joint Operating Agreement  12.5%  Assignment Assignment Assignment Joint Operating Agreement  15% Assignment Assignment Assignment Ioint Operating Agreement  15% 15% 15% 15% 15% 15% 15% 15% 15% 15	AB 28/623 AB 37/169 AB 39/1 Copy Included 805/550 AB 33/28 AB 37/169 AB 39/1 Copy Included 764/236 32/459 AB 37/169 AB 39/1 Copy Included 689/117 700/265 700/268 701/409 707/260 Copy Included 700/268 701/409 707/260
(2 leases) 23 24 (6 leases)	204021000/T114127	Trustees of the Mt. Hope Cemetery Association CNX Gas Company LLC CNX Gas Company LLC Noble Energy, Inc. HG Energy II Appalachia, LLC Virginia M. Blake Parsons and Laurence F. Parsons, wife and husband Noble Energy, Inc. CNX Gas Company LLC Noble Energy, Inc. HG Energy II Appalachia, LLC Mount Hope Cemetery Association CNX Gas Company LLC Mount Hope Cemetery Association CNX Gas Company LLC CNX Gas Company LLC Ellsworth H. Scherich and Thelma L. Scherich both doing business in their soul and separate right Jackie L. Frye Richard P. Barto and Mary Lee Barto, his wife Scott Douglas Reed Robert B. Elliott Tierra Oil Company Jackie L. Frye Richard P. Barto and Mary Lee Barto, his wife Scott Douglas Reed Robert B. Elliott Tierra Coll Company	Noble Energy, Inc. Noble Energy, Inc. Noble Energy, Inc. CNX Gas Company LLC CNX Gas Company LLC Noble Energy, Inc. CNX Gas Company LLC Noble Energy, Inc. HG Energy II Appalachia, LLC CNX Gas Company LLC	Assignment Assignment Assignment Joint Operating Agreement  12.5% Assignment Assignment Assignment Joint Operating Agreement  15% Assignment Assignment Assignment Assignment Assignment Ioint Operating Agreement  15% 15% 15% 15% 15% 15% 15% 15%	AB 28/623 AB 37/169 AB 39/1 Copy Included  805/550 AB 33/28 AB 37/169 AB 39/1 Copy Included  764/236 32/459 AB 39/1 Copy Included  689/117 700/265 700/268 701/409 707/260 Copy Included  700/265 700/268 701/409
23 24 (6 leases)	204021000/T114127 204552000/T114673	Trustees of the Mt. Hope Cemetery Association CNX Gas Company LLC CNX Gas Company LLC Noble Energy, Inc. HG Energy II Appalachia, LLC Virginia M. Blake Parsons and Laurence F. Parsons, wife and husband Noble Energy, Inc. CNX Gas Company LLC Noble Energy, Inc. HG Energy II Appalachia, LLC Mount Hope Cemetery Association CNX Gas Company LLC Noble Energy, Inc. HG Energy II Appalachia, LLC Ellsworth H. Scherich and Thelma L. Scherich both doing business in their soul and separate right Jackle L. Frye Richard P. Barto and Mary Lee Barto, his wife Scott Douglas Reed Robert B. Elliott Tierra Oil Company Jackle L. Frye Richard P. Barto and Mary Lee Barto, his wife Scott Douglas Reed Robert B. Elliott Tierra Oil Company Jackle L. Frye Richard P. Barto and Mary Lee Barto, his wife Scott Douglas Reed Robert B. Elliott Tierra Oil Company Elizabeth Ann Cain (Life Tenant), widow, and	Noble Energy, Inc. Noble Energy, Inc. Noble Energy, Inc. CNX Gas Company LLC CNX Gas Company LLC Noble Energy, Inc. CNX Gas Company LLC Noble Energy, Inc. HG Energy II Appalachia, LLC CNX Gas Company LLC	Assignment Assignment Assignment Joint Operating Agreement  12.5%  Assignment Assignment Assignment Joint Operating Agreement  15% Assignment Assignment Assignment Ioint Operating Agreement  15% 15% 15% 15% 15% 15% 15% 15% 15% 15	AB 28/623 AB 37/169 AB 39/1 Copy Included 805/550 AB 33/28 AB 37/169 AB 39/1 Copy Included 764/236 32/459 AB 37/169 AB 39/1 Copy Included 689/117 700/265 700/268 701/409 707/260 Copy Included 700/268 701/409 707/260
(2 leases) 23 24 (6 leases)	204021000/T114127 204552000/T114673	Trustees of the Mt. Hope Cemetery Association CNX Gas Company LLC CNX Gas Company LLC CNX Gas Company LLC Noble Energy, Inc. HG Energy II Appalachia, LLC Virginia M. Blake Parsons and Laurence F. Parsons, wife and husband Noble Energy, Inc. CNX Gas Company LLC Noble Energy, Inc. HG Energy II Appalachia, LLC  Mount Hope Cemetery Association CNX Gas Company LLC CNX Gas Company LLC CNX Gas Company LLC Ellsworth H. Scherich and Thelma L. Scherich both doing business in their soul and separate right Jackie L. Frye Richard P. Barto and Mary Lee Barto, his wife Scott Douglas Reed Robert B. Elliott Tierra Oil Company  Jackie L. Frye Richard P. Barto and Mary Lee Barto, his wife Scott Douglas Reed Robert B. Elliott Tierra Oil Company  Jackie L. Frye Richard P. Barto and Mary Lee Barto, his wife Elliott Tierra Oil Company  Jackie L. Frye Richard P. Barto and Mary Lee Barto, his wife Elliott Tierra Oil Company  Jackie L. Frye Richard P. Barto and Mary Lee Barto, his wife Elliott Tierra Oil Company  Jerke L. Frye Richard P. Barto and Mary Lee Barto, his wife Elliott Tierra Oil Company  Jerke L. Frye Richard P. Barto and Mary Lee Barto, his wife Elliott Tierra Oil Company Ellirabeth Ann Caln (Life Tenant), widow, and Jack A. Caln and Nancy C. Cain, husband and	Noble Energy, Inc. Noble Energy, Inc. Noble Energy, Inc. CNX Gas Company LLC CNX Gas Company LLC Noble Energy, Inc. CNX Gas Company LLC Noble Energy, Inc. HG Energy II Appalachia, LLC CNX Gas Company LLC	Assignment Assignment Assignment Joint Operating Agreement  12.5%  Assignment Assignment Assignment Joint Operating Agreement  15% Assignment Assignment Assignment Ioint Operating Agreement  15% 15% 15% 15% 15% 15% 15% 15% 15% 15	AB 28/623 AB 37/169 AB 39/1 Copy Included 805/550 AB 33/28 AB 37/169 AB 39/1 Copy Included 764/236 32/459 AB 37/169 AB 39/1 Copy Included 689/117 700/265 700/268 701/409 707/260 Copy Included 700/268 701/409 707/260
(2 leases) 23 24 (6 leases)	204021000/T114127 204552000/T114673	Trustees of the Mt. Hope Cemetery Association CNX Gas Company LLC CNX Gas Company LLC Noble Energy, Inc. HG Energy II Appalachia, LLC Virginia M. Blake Parsons and Laurence F. Parsons, wife and husband Noble Energy, Inc. CNX Gas Company LLC Noble Energy, Inc. HG Energy II Appalachia, LLC Mount Hope Cemetery Association CNX Gas Company LLC Noble Energy, Inc. HG Energy II Appalachia, LLC Ellsworth H. Scherich and Thelma L. Scherich both doing business in their soul and separate right Jackle L. Frye Richard P. Barto and Mary Lee Barto, his wife Scott Douglas Reed Robert B. Elliott Tierra Oil Company Jackle L. Frye Richard P. Barto and Mary Lee Barto, his wife Scott Douglas Reed Robert B. Elliott Tierra Oil Company Jackle L. Frye Richard P. Barto and Mary Lee Barto, his wife Scott Douglas Reed Robert B. Elliott Tierra Oil Company Elizabeth Ann Cain (Life Tenant), widow, and	Noble Energy, Inc. Noble Energy, Inc. Noble Energy, Inc. CNX Gas Company LLC  Noble Energy, Inc. CNX Gas Company LLC  Noble Energy, Inc. HG Energy II Appalachia, LLC  CNX Gas Company LLC  Noble Energy, Inc. HG Energy II Appalachia, LLC  CNX Gas Company LLC  Noble Energy, Inc. HG Energy, Inc. HG Energy II Appalachia, LLC  CNX Gas Company LLC	Assignment Assignment Assignment Joint Operating Agreement  12.5%  Assignment Assignment Assignment Joint Operating Agreement  15% Assignment Assignment Assignment Assignment Assignment Assignment Assignment Ioint Operating Agreement  15% 15% 15% 15% 15% 15% 15% 15% 15% 15	AB 28/623 AB 37/169 AB 39/1 Copy Included 805/550 AB 33/28 AB 37/169 AB 39/1 Copy Included 764/236 32/459 AB 37/169 AB 39/1 Copy Included 689/117 700/265 700/268 701/409 707/260 Copy Included 700/265 700/268 701/409 707/260 Copy Included
(2 leases) 23 24 (6 leases)	204021000/T114127 204552000/T114673	Trustees of the Mt. Hope Cemetery Association CNX Gas Company LLC CNX Gas Company LLC CNX Gas Company LLC Noble Energy, Inc. HG Energy II Appalachia, LLC Virginia M. Blake Parsons and Laurence F. Parsons, wife and husband Noble Energy, Inc. CNX Gas Company LLC Noble Energy, Inc. HG Energy II Appalachia, LLC  Mount Hope Cemetery Association CNX Gas Company LLC CNX Gas Company LLC CNX Gas Company LLC Ellsworth H. Scherich and Thelma L. Scherich both doing business in their soul and separate right Jackie L. Frye Richard P. Barto and Mary Lee Barto, his wife Scott Douglas Reed Robert B. Elliott Tierra Oil Company  Jackie L. Frye Richard P. Barto and Mary Lee Barto, his wife Scott Douglas Reed Robert B. Elliott Tierra Oil Company  Jackie L. Frye Richard P. Barto and Mary Lee Barto, his wife Elliott Tierra Oil Company  Jackie L. Frye Richard P. Barto and Mary Lee Barto, his wife Elliott Tierra Oil Company  Jackie L. Frye Richard P. Barto and Mary Lee Barto, his wife Elliott Tierra Oil Company  Jerke L. Frye Richard P. Barto and Mary Lee Barto, his wife Elliott Tierra Oil Company  Jerke L. Frye Richard P. Barto and Mary Lee Barto, his wife Elliott Tierra Oil Company Ellirabeth Ann Caln (Life Tenant), widow, and Jack A. Caln and Nancy C. Cain, husband and	Noble Energy, Inc. Noble Energy, Inc. Noble Energy, Inc. CNX Gas Company LLC  Noble Energy, Inc. CNX Gas Company LLC  Noble Energy, Inc. HG Energy II Appalachia, LLC  CNX Gas Company LLC  Noble Energy, Inc. HG Energy II Appalachia, LLC  CNX Gas Company LLC  Noble Energy, Inc. HG Energy, Inc. HG Energy II Appalachia, LLC  CNX Gas Company LLC	Assignment Assignment Assignment Joint Operating Agreement  12.5%  Assignment Assignment Assignment Joint Operating Agreement  15% Assignment Assignment Assignment Ioint Operating Agreement  15% 15% 15% 15% 15% 15% 15% 15% 15% 15	AB 28/623 AB 37/169 AB 39/1 Copy Included 805/550 AB 33/28 AB 37/169 AB 39/1 Copy Included 764/236 32/459 AB 37/169 AB 39/1 Copy Included 689/117 700/265 700/268 701/409 707/260 Copy Included 700/268 701/409 707/260

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		Jackie L. Frye	CALV Con Company LLC	15%	700/265
		Richard P. Barto and Mary Lee Barto, his	CNX Gas Company LLC	15%	700/265
		Wife	CNX Gas Company LLC	4500	700/200
		Scott Douglas Reed	CHIV Con Company II C	15% 15%	700/268 701/409
			CNX Gas Company LLC		
24	The state of the s	Robert B. Elliott	CNX Gas Company LLC	17%	707/260
26 (6 leases)	205306000/ T115462	Tierra Oil Company	CNX Gas Company LLC	Lease	Copy Included
(o reases)		Elizabeth Ann Cain (Life Tenant), widow, and Jack A. Cain and Nancy C. Cain, husband and wife (Remaindermen)	Noble Energy, Inc.		
		The transfer of the transfer o		18%	794/355
		Noble Energy, Inc.	HG Energy II Appalachia, LLC	Assignment	AB 39/1
		HG Energy II Appalachia, LLC	CNX Gas Company LLC	Joint Operating Agreement	Copy Included
		Thomas J. Elder & Ruth L. Elder	Columbia Gas Transmission Corporation		515/473
				Modification	667/398
		Albert J. Paczewski, Jr. and Vicky J. Paczewski Columbia Gas Transmmission Corporation	Columbia Gas Transmission Corporation	1/8	0.00
		Columbia Gas Transminission Corporation	Columbia Gas Transmission LLC	Merger/Name Change	683/459
27A	206580000/T116813	Columbia Gas Transmission LLC	NiSource Energy Ventures	Assignment	AB 21/428
2 leases)	A CONTRACT OF THE CONTRACT OF	Columbia Energy Ventures LLC	CNX Gas Company LLC and Columbia Gas	Sublease	
		4	Transmission as a joinder		848/97
		Columbia Energy Ventures, LLC	CNX Gas Company LLC	Assignment	AB 34/466
		The Board of Education of the County of	CNX Gas Company LLC	Lease	
		Marshall			Copy Included
		Thomas J. Elder & Ruth L. Elder	Columbia Gas Transmission Corporation		515/473
		Albert ( Bernaugh) to a district to the	Columbia Con Turning	Modification	667/398
	Albert J. Paczewski, Jr. and Vicky J. Paczewski Columbia Gas Transmmission Corporation	Columbia Gas Transmission Corporation Columbia Gas Transmission ELC	1/8	1777	
		Columna Gas Transminission Corporation	Columbia Gas Transmission ELC	Merger/Name Change	683/459
278	206580000/ T116813	Columbia Gas Transmission LLC	NiSource Energy Ventures	Assignment	AB 21/428
2 leases)	1	Columbia Energy Ventures LLC	CNX Gas Company LLC and Columbia Gas	Sublease	
			Transmission as a joinder		848/97
		Columbia Energy Ventures, LLC	CNX Gas Company LLC	Assignment	AB 34/466
		The Board of Education of the County of	CNX Gas Company LLC	Lease	Copy Included
		Marshall	TOTAL STORY		colit incitores
28	285567000	The Board of Education of the County of Marshall	CNX Gas Company LLC	tease	Copy Included
		Brian K. Milliken and Mary Lynn Milliken,	Noble Foormy Inc		
		husband and wife	Noble Energy, Inc.	18%	803/325
29	285569000	Noble Energy, Inc.	CNX Gas Company LLC	Assignment	AB 33/28
7	200000	CNX Gas Company LLC	Noble Energy, Inc.	Assignment	AB 37/169
		Noble Energy, Inc.	HG Energy II Appalachia, LLC	Assignment	AB 39/1
		HG Energy II Appalachia, LLC	CNX Gas Company LLC	Joint Operating Agreement	Copy Included
		J. L. Crow and Elizabeth V. Crow, husband and		1/8	74/386
		Wheeling Natural Gas Company	Manufacturer's Light & Heat Company	Assignment	148/389
			Union Gasoline & Oil Corporation	Assignment	197/120
			Preston Oil Company	Assignment	AB 2/136
	The same of the		Manufacturer's Light & Heat Company	Assignment	AB 2/225
30	202210000/T112213		Columbia Gas Transmission Corporation	Merger/Name Change	422/204
		Columbia Gas Transmission Corporation Columbia Gas Transmission LLC	Columbia Gas Transmission LLC	Merger/Name Change	683/459
	1		NiSource Energy Ventures	Assignment Name Change	AB 21/428
			Columbia Energy Ventures, LLC CNX Gas Company LLC and Columbia Gas	Name Change Sublease	848/97
		Commission Energy ventures acc	Transmission as a joinder	Sublease	848/97
		Columbia Energy Ventures, LLC	CNX Gas Company LLC	Assignment	AB 34/466
			Columbia Gas Transmission Corporation		0.000
	1 3	Doman	Columbia Gas Transmissis - Consulta	Madifiaretes	515/485
		Tammy Turley Jenkins	Columbia Gas Transmission Corporation	Modification	Francisco
			Columbia Gas Transmission Corporation	1/8 Modification	570/312
21	30400500047447	Timothy M. Turley	Colonial Colonial Institution Colonial	1/8	670/318
31	204995000/T115135		Columbia Gas Transmission LLC	Merger/Name Change	683/459
			NiSource Energy Ventures	Assignment	AB 21/428
		NiSource Energy Ventures	Columbia Energy Ventures, LLC	Name Change	848/97
			Columbia Energy Ventures, LLC CNX Gas Company LLC and Columbia Gas	Name Change Sublease	
		Columbia Energy Ventures LLC			848/97 848/97

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API Number 47 -

Operator's Well No. MAJS F, G, H HSU

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

#### FLUIDS/ CUTTINGS DISPOSAL & RECLAMATION PLAN

Operator Name_CNX Gas Company, LLC OP Code 49445804	16
Watershed (HUC 10) Wheeling Creek Quadrangle Majorsville	
Do you anticipate using more than 5,000 bbls of water to complete the proposed well work? Yes	No T
Will a pit be used? Yes No	
If so, please describe anticipated pit waste:	
Will a synthetic liner be used in the pit? Yes No V If so, what ml.?	
Proposed Disposal Method For Treated Pit Wastes:	
Land Application	
Underground Injection (UIC Permit Number 47-001-00561, 47-097-01514, 47-08	7-01613, 34-013-2-0609
Reuse (at API Number MAJ10 Wells- API TBD  Off Site Disposal (Supply form WW-9 for disposal location)	)
Other (Explain No pits	
Will closed loop outtom be used? If and I - Yes	
Will closed loop system be used? If so, describe: Yes	
Drilling medium anticipated for this well (vertical and horizontal)? Air, freshwater, oil based, etc.  Horizontal: synthetic oil-based mud (8	air from spud/surface to curve kick-off point (KCP).  SOBM) from curve KOP to lateral TD
-If oil based, what type? Synthetic, petroleum, etc. Synthetic	
Additives to be used in drilling medium? Bactericide, Polymers, and Weighting Agents	
Drill cuttings disposal method? Leave in pit, landfill, removed offsite, etc. Land Application of soil conductor cuttings only, rock	cuttings will be taken to an approved Landfill
-If left in pit and plan to solidify what medium will be used? (cement, lime, sawdust) N/A	
-Landfill or offsite name/permit number? See attached.	
Permittee shall provide written notice to the Office of Oil and Gas of any load of drill cuttings or associa West Virginia solid waste facility. The notice shall be provided within 24 hours of rejection and the pern where it was properly disposed.	ted waste rejected at any nittee shall also disclose
I certify that I understand and agree to the terms and conditions of the GENERAL WATER PC on August 1, 2005, by the Office of Oil and Gas of the West Virginia Department of Environmental Prot provisions of the permit are enforceable by law. Violations of any term or condition of the general pelaw or regulation can lead to enforcement action.  I certify under penalty of law that I have personally examined and am familiar with the interpolation form and all attachments thereto and that, based on my inquiry of those individuals in obtaining the information, I believe that the information is true, accurate, and complete. I am away penalties for submitting false information, including the possibility of fine or imprisonment.  Company Official Signature	ection. I understand that the similar and/or other applicable formation submitted on this
Company Official (Typed Name) Raymond Hoon	
Company Official Title Supervisor - Permitting	
Subscribed and sworn before me this 12th day of February , 2018	_COMMONWEALTH OF PENNSYLVANIA
Notary Public	NOTARIAL SEAL Douglas E. Smith, Notary Public
My commission expires $12-6-2020$	Gecil Twp., Washington County My Commission Expires Dec. 6, 2020 MEMBER, PENNSYLVANIA ASSOCIATION OF NOTARIE
	THE PROPERTY OF NOTARIE

Proposed Revegetation Treatm	ent: Acres Disturbed	3.0 Prevegetation	<sub>pH</sub> 6.5
Lime according to pH t	test Tons/acre or to corre	ct to pH 7.0	
Fertilizer type 10-20	)-20		
Fertilizer amount_50	0	lbs/acre	
Mulch_ hay or stra	w @ 2	_Tons/acre	
		Seed Mixtures	
Tem	porary	Pern	nanent
Seed Type	lbs/acre	Seed Type	lbs/acre
Orchard Grass	25	Orchard Grass	25
Birdsfoot Trefoil	15	Birdsfoot Trefoil	15
Ladino Clover	10	Ladino Clover	10
Attach:  Maps(s) of road, location, pit a provided). If water from the pit creage, of the land application that the provided section of involve	will be land applied, inc area	d application (unless engineered plans include dimensions (L x W x D) of the pit, a	uding this info have t
Maps(s) of road, location, pit a provided). If water from the pit creage, of the land application that the provided section of involve the section of involve th	d 7.5' topographic sheet.	clude dimensions (L x W x D) of the pit, a	nd dimensions (L x W
Maps(s) of road, location, pit a provided). If water from the pit creage, of the land application	d 7.5' topographic sheet.	clude dimensions (L x W x D) of the pit, a	nd dimensions (L x W
Maps(s) of road, location, pit a provided). If water from the pit creage, of the land application photocopied section of involve that Approved by:	d 7.5' topographic sheet.	clude dimensions (L x W x D) of the pit, a	nd dimensions (L x W
Maps(s) of road, location, pit a provided). If water from the pit creage, of the land application photocopied section of involve that Approved by:	d 7.5' topographic sheet.	clude dimensions (L x W x D) of the pit, a	nd dimensions (L x W
Maps(s) of road, location, pit a provided). If water from the pit creage, of the land application photocopied section of involve that Approved by:	d 7.5' topographic sheet.	clude dimensions (L x W x D) of the pit, a	nd dimensions (L x W
Maps(s) of road, location, pit a provided). If water from the pit creage, of the land application photocopied section of involve that Approved by:	d 7.5' topographic sheet.	clude dimensions (L x W x D) of the pit, a	nd dimensions (L x W
Maps(s) of road, location, pit a provided). If water from the pit creage, of the land application photocopied section of involve that Approved by:	d 7.5' topographic sheet.	clude dimensions (L x W x D) of the pit, a	nd dimensions (L x W
Maps(s) of road, location, pit a provided). If water from the pit creage, of the land application photocopied section of involve that Approved by:	d 7.5' topographic sheet.	clude dimensions (L x W x D) of the pit, a	nd dimensions (L x W
Maps(s) of road, location, pit a provided). If water from the pit creage, of the land application thotocopied section of involve that Approved by:	t will be land applied, included area.  d 7.5' topographic sheet.	clude dimensions (L x W x D) of the pit, a	nd dimensions (L x W

Disclaimer: Vendors have been approved for the below category by ENV. UPDATED AGREEMENT with MSCM MUST BE CONFIRMED.

				HS	EAPPR	OVED NON-HAZ	ARDOUS WA	STE DISP	OSAL FA	CHATTES	s (version 05	-23-2016	)		
Republic Services (Allied Waste) Industrial Landfills			Gas Spec	ific Waste	Streams	Other Accepted Waste Streams									Contact Information
Landfill	Location		Drill * Cuttings	Waste	Waste Brine	Contaminated Soil (Including Petroleum)	Construction & Demolition Waste	Industrial Waste	Sludge	Friable Asbestos	Non-Friable Asbestos	Process Waste	Solidification Services	Municipal Solid Waste	
McLean County		IIL	X	X		X	X	X	X	X	X	X		X	
RC/Coles County		IL	X	X	STORES.	X	X	X	X	X	X	X	-	X	1
rickyard Disposal		IL	X	X		X	X	X	X	X	X	^_		X	1
outhern Illinois Regional	De Soto	IL								-	Y	X		X	1
ee County		IL	X	X		X	X	X	X	X			100000000000000000000000000000000000000	X	1
Jpper Rock Island		IL	X	X		X	X	X	X	X	X	X		X	1
Bond County	Greensville	II.	X	X	100	X	X	X	X	X	X	X		X	1
llinois	Hoopeston	IL	X	X		X	X	X	X	X	X	X		X	317-921-1667 or 480-627-2700
andComp		II.	X	X		X	X	X	X	X	X	X		X	1-800-634-0215
itchfield-Hillsboro	Litchfield	IL	X	Х	12.00	X	X	X	X	X	X			X	1-800-034-0215
invirontech	Morris	IL	X	X		X	X	X	X	X	X	X		X	1
ivingston	Pontiac	IL	X	X		X	X	X	Х		X	X	v	X	1
loxana		IL	X	X	100000	X	X	X	X	X	X	X	X	X	
angamon Valley		II.	X	X		X	X	X	X	X	X	X	The same of the sa	X	1
enson Valley		KY		Х	-	X	X	X	X	X	X	X		X	+
lue Ridge	Irvine	KY	X	X		X	X	X	X	X	X	X		X	1
forehead	Morehead	KY		X		X	X	X	X	X	X	X	-	Ŷ	-
ireen Valley		KY		X	A STATE OF THE PARTY OF THE PAR	X	X	X	X	X	X	X	X	X	
herokee Run		OH			Control of	X	X	X	X		X			X	1
Villiams County		OH		232 Tel		X	X	X	X	X	X	X			4
County Environmental	Carey	OH				X	X	X	-		X	X		X	4
elina	Celina	OH		Marie T	2000	Х	X	X	X		X	X	-		
arbon-Limestone**	Lowellville	OH	X	X	30 130	X	X	X	X			X	X	X	Jack Palermo:
Countywide Landfill**	East Sparta	OH	X	X		X	X	X		-				X	work: 330-536-8013
orain County	Oberlin	OH				X	X	X	X			X		X	cell: 330-806-9660  Barbara Harsanye: work: 330-536-8013 x 120 cell: 330-423-7267
akland Marsh		OH					X	X	X	X	X			X	
nperial	Imperial	PA				X	X	X	X	X	X			X	
onestoga	Morgantown	PA	100			X	X		X	X	X	X			
runswick	Lawrenceville	VA				X	X	X	X	X	X	X		X	
ling and Queen	Little Plymouth	VA	1-			X	X	X	X	X	X	X		X	
old Dominion	Richmond	VA				X	X	X	X	X	X	X		X	4
Sycamore	Hurricane	WV			Sales and	X	X	X	X			X		Х	-
Short Creek	Wheeling (Short Creek)	WV	X	X		X	X	X	X			X		X	4
Carter Valley	Church Hill	TN		100000										X	

Waste Management			Gas Spec	cific Waste	Streams			(	Other Accepted	Waste Stream	ns		15		Contact Information
ndustrial Landfills  Landfill	Location		Drill *	Waste Liners	Waste Brine	Contaminated Soil (Including Petroleum)	Construction & Demolition Waste	Industrial Waste	Sludge	Friable Asbestos	Non-Friable Asbestos	Process Waste	Solidification Services	Municipal Solid Waste	Constraint
rden Landfill	Washington	PA	X	X		X	X	X	X			X	X	X	
outh Hills (Arnoni)	South Park	PA	х	X			X	X	X			X	X	X	
elly Run	Elizabeth	PA	X	X		X	X	X	X		- N	X	Ŷ	X	
alley Landfill	Irwin	PA	Х	X	0 - 3	X	X	X	X	X	X		^	x	
evergreen Landfill	Blairsville	PA	X	X		X	X	X			-	STILL STATE OF			Scott Allen: 412-604-2256
harleston Landfill		wv	v	x	100000	X	x	X	X			X		X	
Kanawha County)	Charleston	WV	Х		L	Α					-		X	X	
feadowfill Landfill	Bridgeport	WV	Х	X		X	X	X	X	X	X	X	X	x	
lorthwestern Landfill	Parkersburg	WV	X	X	1	X	X	X	X			X	^	X	
&S Grading Landfill	Clarksburg	WV	X	X		X	X	X	X			X	X	X	
American Landfill	Waynesburg	ÖН	Х	X		X	X	X	X	X	X	X	x	^	Patty Landolt: 262-532-8001
Suburban RDF	Glenford	OH	X	X	1	X	X	X	X	X	X	X		X	John Miller: 1-800-963-4776
Coshocton Landfill***	Coshocton	OH	X	X		X	X	X				-		Ŷ	John Miller, 1-800-303-4776
Mahoning Landfill		ОН	X	X		X	X	X			X	Х			
Landfill	Location		Drill*	Waste Liners	Waste Brine	(Including Petroleum)	Construction &	Industrial Waste	Sludge	Friable Asbestos	Asbestos	Waste	Services	Solid Waste	
Vestmoreland Waste	111 Conner Lane,	PA	Cuttings	X	Brine	X	X X	X	х	х	x		x	х	Mike Home: 412-552-4427 Mark Thomas: 724-929-7694
WWLC Group)  MAX Environmental	Belle Vernon, PA 15012 200 Max Drive,	PA	х	х		x	x	х	х				x	х	Carl Spadaro: 412-343-4900
Bulger Facility) MAX Environmental	Bulger, PA 15019 233 MAX Lane	PA	X	x		x	x	x	x				x	х	cell: 412-445-9789
Yukon Facility) Apex Sanitary landfill	Yukon, PA 15698 11 County Road 78		X	x		x	x	x	x				X	х	Joe Teterick: 740-275-2887
Apex Environmental)	Amsterdam, Ohio 43903 30 Larison Rd.	OH			1						x			x	Carl Walter: 513-623-2471
umpke, Mt. Sterling	Jeffersonville, KY 40337	KY	X	X	4	X	X	X	Land -	Х	Α.				
Rumpke Consolidated)		-			-						16			x	Bruce Crouch: Work: 606-864-7996
aurel Ridge Landfill	3612 E State Highway	KY	X	X		X	X	X		X	X	X	( march	^	Cell: 606-219-0261
Waste Connections of KY)											-	-			
	Chestnut Valley 1184 McClellandtown Rd, McClellandtown, PA 15458	PA	x	х		х	х	х	х					х	Tony Labenne 6184 Route 219, Brockway, PA 1582
Advanced Disposal	Greentree Landfill; 635 Toby Rd.; Ketsey, PA	PA	x	х		х	x	х	х					х	814-590-9906
	Mostoller Landfill; 7035 Glades Pike Rd.;	PA	x	x		х	x	x	x					x	

i	**	Ohio "TENORM" - requires Radium 226/228 analysis by load before leaving the well pad. Solid waste landfills in Ohio can only accept TENORM waste with combined concentration less than 5 picocuries per gram above the natural background level.
1	***	Accepts drilling wastes but profile for disposal is not currently completed.
1	X	Waste stream accepted by facility.
- 1		Weste cream is not or may not be accepted by facility. Contact facility directly to verify waste streams accepted.

Notes:

Waste stream is not or may not be accepted by facility. Contact facility directly to verify waste streams accepted.

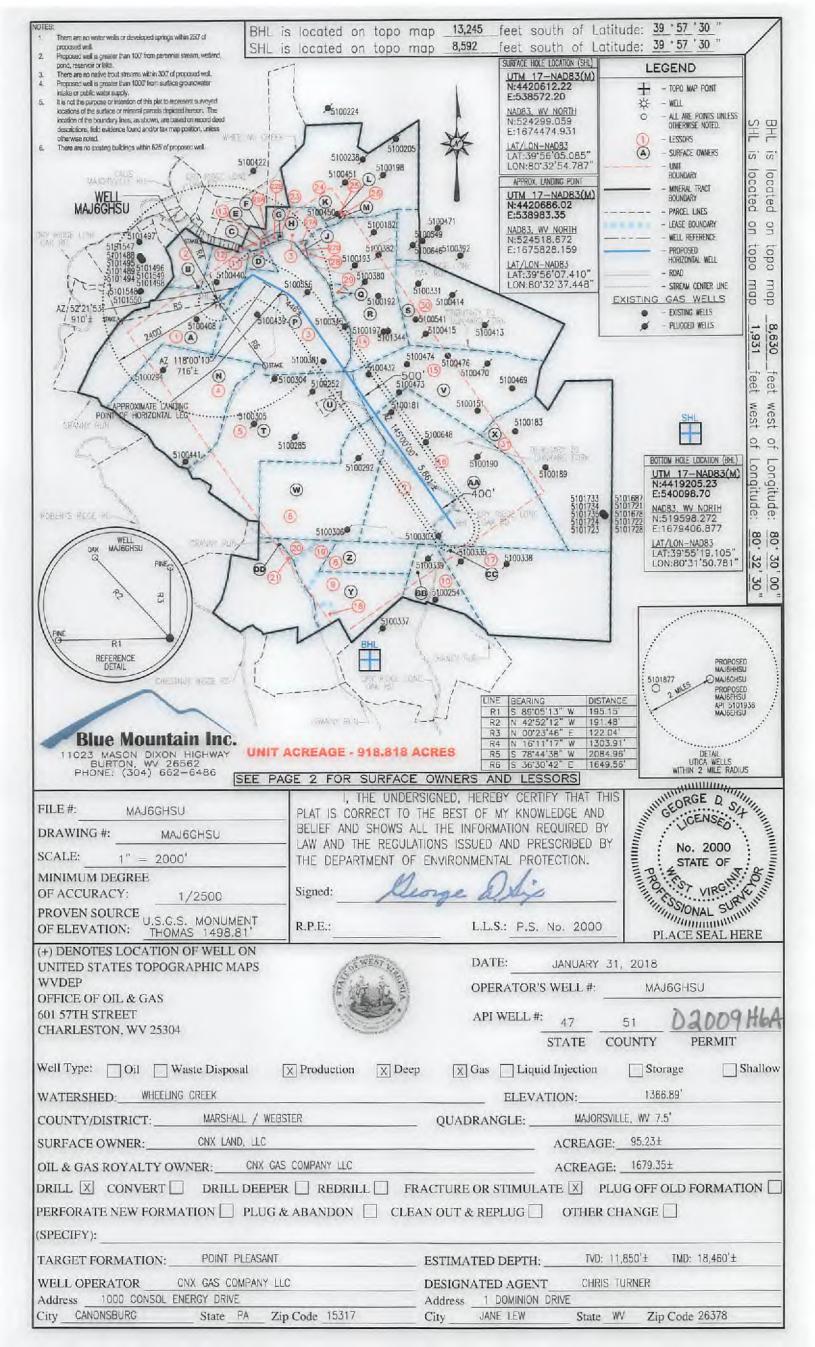
New PADEP rules regarding "TENORM" testing requirement are pending.

\* Drill Cuttings include frac sand for the purpose of this table (Contact facility directly to verify waste streams accepted).



# Site Safety Plan for MAJ6HSUT Well Pad CNX Gas Company, LLC.





### MAJ6GHSU PAGE 2 OF 2

	SURFACE OWNER	DIST-TM/PAR
A	CNX LAND, LLC	15-5/13
В	CONSOLIDATION COAL COMPANY	15-5/14
С	ROBERT R. RIGGLE	15-5/34.1
D	CONSOL MINING COMPANY LLC	15-5/39
E	ROBERT R. RIGGLE ET UX	15-5/35
F	MT HOPE CEMETERY ASSOC	15-5/36
G	MT HOPE CEMETERY	15-5/37.1
Н	ALBERT J. PACZEWSKI JR. ET UX	15-5/37
J	BOARD OF EDUCATION	15-5/38
K	DANFORD & DEBORAH A. O'BRIAN	15-4/14
L	ELIZABETH ANN CAIN - LIFE	15-4/14.2
M	ELIZABETH ANN CAIN - LIFE	15-4/14.1
N	CNX LAND, LLC	15-5/12
P	ALBERT J. PACZEWSKI, JR. ET UX	15-5/40
Q	BRIAN K. & MARY MILLIKEN TRUST	15-5/43.1
R	BRIAN K. & MARY MILLIKEN - TRUST	15-5/43
S	CHARLES ALBERT WITSBERGER II	15-5/44
T	RANDALL B. SCHMIDT	15-5/41
U	RANDALL B. SCHMIDT	15-5/41.1
V	MIKE ROSS INC	15-5/42
W	RANDALL B. SCHMIDT	15-11/10
X	TIM M. TURLEY & TAMMY JENKINS	15-5/48
Y	CNX LAND, LLC	15-11/12
Z	CNX LAND, LLC	15-11/11
AA	ROGER D. MCCRACKEN ET AL	15-11/21
BB	MICHAEL S. RIGGLE	15-11/20
CC	MICHAEL S. RIGGLE	15-11/19
DD	DAVID L. KINNEY ET AL	15-11/9

	LESSOR	DIST-TM/PAR
1	ELMER AND OTA HARTLEY	15-5/13
2	HAZEL SAMMONS	P/0 15-5/1
3	THOMAS J. AND RUTH ELDER	15-5/37
	and the same of th	15-5/40
4	ELLSWORTH H. AND BESSIE E. HARSH	15-5/12
- 1	MILDRED HARSH	
	PAUL HARSH	
	CATHERINE H. AND GEORGE E. MCCARRIAN	
	SHERE E. AND BARBARA HARSH	
	JOHN A. AND LUCILLE HARSH	
5	SANDRA C. KOONTZ	15-5/41
-	DRY RIDGE RESOURCES, LLC	15-5/41.1
	MARTHA KAY AND CHARLES D. HILL	
6	SANDRA C. KOONTZ	15-11/10
0	DRY RIDGE RESOURCES LLC	15 11/10
	MARTHA KAY AND CHARLES D. HILL	
7, 16		P/0 15-11/2
7, 10	AUGUST W. CHAMBERS, ET AL	170 13-11/2
0	CHESTNUT HOLDINGS	1E 11/11
8	MARGARET MORAN	15-11/11
9, 18	MARGARET MORAN	P/0 15-11/1
19, 20		4 E 4 A 40 E
10	MICHAEL S. RIGGLE	15-11/20
11	H. B. CHAMBERS	15-5/39
	AUGUST AND BESSIE CHAMBERS	
	GAIL DOLAN	
12	ROBERT R. AND DONNA S. RIGGLE	15-5/34.1
13	ROBERT R. AND DONNA S. RIGGLE	15-5/35
14	BRIAN K. AND MARY LYNN MILLIKEN	P/0 15-5/4
2.7	JAY K. AND PATRICIA L. WALLACE	
	SARA JANE WALLACE	
15	J. L. AND ELIZABETH V. CROW	15-5/42
17	MICHAEL S. RIGGLE	15-11/19
	DAVID L. AND RAYMOND P. KINNEY	15-11/9
21	CAROLL L. COOPER & DALES GITTINGS, CO TRUSTEES	D/0 15-5/3
22A, 22B		170 13-3/36
	OF THE MOUNT HOPE CEMETERY ASSOCIATION	
	VIRGINIA M. BLAKE AND LAURENCE F. PARSONS	4F F /27 4
23	MOUNT HOPE CEMETERY ASSOCIATION	15-5/3/.1
24	ELLSWORTH H. AND THELMA L. SCHERICH	15-4/14
	JACKIE L. FRYE	
	RICHARD P. AND MARY LEE BARTO	
	SCOTT DOUGLAS REED	
	ROBERT B. ELLIOTT	
	TIERRA OIL COMPANY	
25	JACKIE L. FRYE	15-4/14.2
	RICHARD P. AND MARY LEE BARTO	
	SCOTT DOUGLAS REED	
	ROBERT B. ELLIOTT	
	TIERRA OIL COMPANY	
	ELIZABETH ANN CAIN(LIFE TENANT) AND	
20	JACK A. AND NANCY C. CAIN(REMAINDERMEN)	
26	JACKIE L. FRYE	15-4/14.1
	RICHARD P. AND MARY LEE BARTO	
	SCOTT DOUGLAS REED	
	ROBERT B. ELLIOTT	
	TIERRA OIL COMPANY	
	ELIZABETH ANN CAIN(LIFE TENANT) AND	
	JACK A. AND NANCY C. CAIN(REMAINDERMEN)	
27A, 27B	THOMAS J. AND RUTH L. ELDER	P/0 15-5/38
	THE BOARD OF EDUCATION OF MARSHALL CO.	
28	THE BOARD OF EDUCATION OF MARSHALL CO.	P/0 15-5/4
29	BRIAN K. AND MARY LYNN MILLIKEN	15-5/43.1
30	J. L. AND ELIZABETH V. CROW	
31	DORCAS DOMAN, FRANCIS E. DOMAN AND JUNE DOMAN	
	DURCAS DUMAN, FRANCIS E. DUMAN AND JUNE DUMAN	15-5/40

SURFACE HOLE LOCATION (SHL)

UTM 17-NAD83(M)
N:4420612.22
E:538572.20

NAD83, W NORTH N:524299.059 E:1674474.931

LAT/LON-NAD83 LAT:39'56'05.085" LON:80'32'54.787" APPROX. LANDING POINT
UTM 17-NAD83(M)
N:4420686.02
E:538983.35

NAD83, WV NORTH N:524518.672 E:1675828.159

LAT/LON-NAD83 LAT:39'56'07.410" LON:80'32'37.448" ВОПТОМ HOLE LOCATION (ВНL)

<u>UTM 17-NAD83(М)</u>
N:4419205.23
E:540098.70

NAD83, WV NORTH N:519598.272 E:1679406.877

LAT/LON-NAD83 LAT:39'55'19.105" LON:80'31'50.781"

47-051-02009 HGA



#### MEMORANDUM OF OPERATING AGREEMENT - MAJ6HSU

STATE AND

COUNTY:

West Virginia, County of Marshall

OPERATOR:

CNX Gas Company LLC 1000 Consol Energy Drive Canonsburg, PA 15317

NON-OPERATOR:

HG Energy II Appalachia, LLC

5260 Dupont Road Parkersburg, WV 26101

EFFECTIVE DATE:

December 1, 2017

Operator and Non-Operator(s) named above (individually, a "Party", and collectively, the "Parties"), have entered into that certain Joint Operating Agreement (the "Agreement") dated as of the Effective Date stated above, covering the lands, leases, interests, and depth(s) (the "Contract Area"), all identified in Exhibit "A, A-1 and A-2" to this Memorandum.

Operator and Non-Operator represent that the officers executing this Memorandum and such Agreement have the requisite corporate authority to act by and on behalf of the Parties, and further that each own or represent the Working Interest (the "Interest") in the Contract area set opposite their respective names:

NAME OF PARTY
CNX Gas Company LLC
HG Energy II Appalachia, LLC

WORKING INTEREST (8/8THS) 88.4602% 11.5398% 100 %

Article VII.B. of the Agreement entitled "Liens and Payment Defaults", provides for the creation and attachment of a lien for default in payment of sums due under the terms of the Agreement. The Parties desire the right to file and perfect such a lien, and, in order to enable each Party to do so, the terms of the Agreement are incorporated into this Memorandum for all purposes. A complete copy of the Agreement is maintained at the Offices of the Operator and each Non-Operator.

This Memorandum is placed of record for the purpose of placing all persons on notice of the existence of the Agreement. The Agreement shall be deemed to be binding on Operator and Non-Operator and their respective successors and assigns, and in full force and effect until modified, or the Leases on the Contract Area expire. All modifications may be evidenced by an amendment to this Memorandum being placed of record.

This Memorandum is signed by Operator and Non-Operator as of the date of the acknowledgement of each party's signatures below, but is deemed effective for all purposes as of the Effective Date set out above.

(Signature pages to follow, remainder of this page left intentionally blank)

OPERATOR:

CNX Gas Company LLC

NON-OPERATOR(S)

HG ENERGY II APPALACHIA, LLC

By:\_\_\_\_

Printed Name: Alexander J. Reves

Title: Vice President

Printed Name: Jared Hall

Title: President

#### MEMORANDUM OF OPERATING AGREEMENT - MAJ6HSU

STATE AND

COUNTY: West Virginia, County of Marshall

OPERATOR: CNX Gas Company LLC

1000 Consol Energy Drive Canonsburg, PA 15317

NON-OPERATOR: HG Energy II Appalachia, LLC

> 5260 Dupont Road Parkersburg, WV 26101

EFFECTIVE DATE: December 1, 2017

Operator and Non-Operator(3) named above (individually, a "Party", and collectively, the "Parties"), have entered into that certain Joint Operating Agreement (the "Agreement") dated as of the Effective Date stated above, covering the lands, leases, interests, and depth(s) (the "Contract Area"), all identified in Exhibit "A. A-1 and A-2" to this Memorandum.

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NAME OF PARTY CNX Gas Company LLC HG Energy II Appalachia, LLC WORKING INTEREST (8/8THS) 88.4602% 11.5398%

100 %

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(Signature pages to follow, remainder of this page left intentionally blank)

OPERATOR:

CNX Gas Company LLC

NON-OPERATOR(S)

HG ENERGY II APPALACHIA, LLC

Printed Name: Alexander J. Reves

Title: Vice President

Printed Name: Jared Hall

Title: President

Acknow	ledo	ements
A A SHAMA OF TYPE	A Territory Con-	PART PATES

	A	cknowledgements			
STATE: WEST VIRGINIA	§				
COUNTY: WOOD	§	603			
On this, the 20th day or personally appeared Jared Hall the individual whose name is su same in his/her capacity and tha Energy II Appalachia, LLC	, personally known abscribed to the wi t by his/her signate	n to me or proved to a	ne on the basis of sa acknowledged to me	tisfactory evide that he/she exe	ence to be cuted the
In witness whereof, I have	ereunto set my har	nd and official seal.			
MY COMMISSION EXPIRES:	/2/2021	a	1 10e		
OFFICIAL DIVINE PLEASE, STATE MAPPICES MAPPICES FOR STATE FOR STATE MAPPICES FOR STATE F	CPWESTWINGHEA S CHALL y LLC YEL WY 20105	NOTARY PUBLIC			
STATE:		803 603			
COUNTY:	_	60			
On this, theNotary Public in and for said St	_ day of	naurad	, 20, before	ne, the unders	signed, a
name is subscribed to the within and that by his/her signature on	me or proved to m instrument and aci the instrument, he	ne on the basis of sati knowledged to me tha /she executed same or	t he/she executed th	be the individu e same in his/he	al whose r capacity
In witness whereof, I h	ercunto set my har	na ana omciai seal.			

NOTARY PUBLIC

MY COMMISSION EXPIRES:

	Acknowledger	nents	
STATE: WEST VIRGINIA	8		
COUNTY: WOOD	8		
On the Control of the	•		
personally appeared <u>Jared Hall</u> , pers the individual whose name is subscri- same in his/her capacity and that by h <u>Energy II Appalachia</u> , <u>LLC</u> .	conally known to me or pro bed to the within instrume is/her signature on the inst	ent and acknowledged to me that trument, he/she executed same on	ctory evidence to be he/she executed the
In witness whereof, I hereum  My COMMISSION EXPIRES:	to set my hand and official	I seal.	
MY COMMISSION EXPIRES:			
	NOTARY F	Public	
Jonnmonwealth STATE: Pennsylvania	8		
1.1.1.1	9		
COUNTY: Washington	5		
name is subscribed to the within ins	rsonally appeared Alexa proved to me on the basis strument and acknowledge	s of satisfactory evidence to be the ed to me that he/she executed to	e individual whose he same in his/her
Campany LL.	ou me mstrument, ne/she e	executed same on behalf of	A 1.70.5

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

My Commission Expires: 3/11/19

Sara M. Meal;

COMMONWEALTH OF PENNSYLVANIA

NOTARIAL SEAL

Sara M. MICOI, Notary Public
Cocil Twp... Washington County
lify Commission Expires March 11, 2019

MEMBER, FEMISYLVANIA ASSOCIATION OF NOTARIES

#### Exhibit "A"

Attached to and made a part of that certain Operating Agreement dated December 1, 2017, between CNX Gas Company LLC, as Operator and HG Energy II Appalachia, LLC, as Non-Operator

#### 1. Description of Lands Subject to this Agreement:

Those certain oil and gas leases and/or oil and gas interests located within the Contract Area (MAJ 6 Utica Shale Unit) that is shown on the unit plat attached hereto as Exhibit "A-1".

#### 2. Restrictions, if any as to Depths, Formations, and Substances:

INSOFAR AND ONLY INSOFAR as the Leases cover from the base of the Queenston shale (as seen by the September 5, 2006 Schlumberger GR/LDT/CNL Platform Express electric log from Fortuna Energy, Inc's Starvaggi #1 well (API 037-125-22278) located in Hanover Township, Washington County, Pennsylvania, at a depth of 10,530 ft KB) to the top of the Trenton limestone (as seen by the same well, at a depth of 10,856 ft KB).

#### 3. Parties to Agreement

HG Energy II Appalachia, LLC 5260 Dupont Road Parkersburg, West Virginia 26101

ジント

CNX Gas Company, LLC 1000 CONSOL Energy Drive Canonsburg, PA 15317

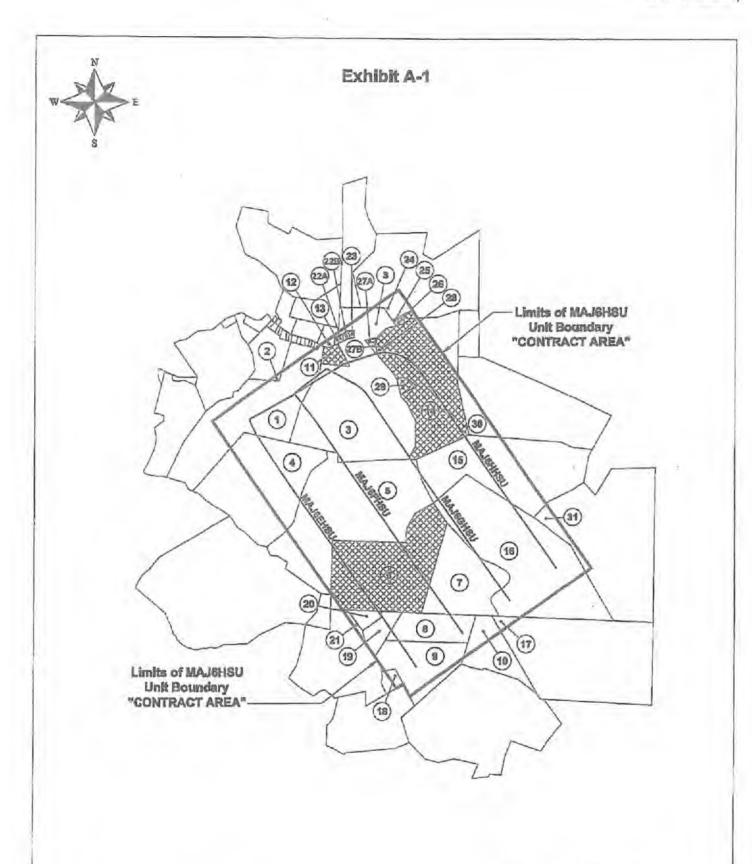
#### 4. Percentages or Fractional Interests of Parties to this Agreement:

Parties	Working Interest Initial Well - MAJ6 Unit
	•
HG Energy II Appalachia, LLC	11.5398%
CNX Gas Company, LLC	88.4602%
	100.0000%

#### 5. Oil and Gas Leases and/or Oil and Gas Interests Subject to this Agreement:

The oil and gas leases or oil and gas interests, or portions thereof, Exhibit "A-2" attached hereto.

listed on



o 1839 2000 3000 (Goale in feet) Date: 12/13/2017 ...\pooling\_agut\_exisbit\_stragiling\_exisbits MAJ6HSU Unit Boundary; "CONTRACT AREA" = 918,818 Acres



Tracts with HG Interest

Exhibit "A-2"

Attached to and made a part of that certain Operating Agreement dated December 1, 2017, between CNX Gas Company LLC, as Operator, and HG Energy II Appalachia, LLC, as Non-operator

Tract ID	Tax Map Parcel Number	Lessor	Lessee	Lease Date	Recording	Lease Burden	Unit Acres	
1	p/o 15-5-13	Elmer & Ota Harfley	Manufacturers Light and Heat Company	2/24/1960	342/63	11%	55.962	
2	p/o 15-5-14	Hazel Sammons	Manufacturers Light and Heat Company	12/7/1959	326/511	)%	0.565	
3	p/o 15-5-37 15-5-40	Thomas J. Elder and Ruth L. Elder	Columbia Gas Transmission Corporation	3/19/1986	515/473	0%	133.216	
4	p/o 15-5-12	Hilsworth H. Harsh and Bessie B. Harsh et al.	Columbia Gas Transmission Corporation	3/7/1973	434/158	0%	54.206	
5	p/o 15-5-41	Martha Kaye Hill and Charles D. Hill	TH Exploration, LLC	11/6/2014	865/394	0%	127.095	
	15-5-41.1	Dry Ridge Resources, LLC	TH Exploration, LLC	12/2/2014	869/210	3%		
		Martha Kaye Hill and Charles D. Hill	TH Exploration, LLC	11/6/2014	865/394	: )%		
6	p/o 15-11-10	Dry Ridge Resources, LLC	TH Exploration, LLC	12/2/2014	869/210	1%	97.193	
		Sandra C. Koontz	CNX Gas Company LLC	12/4/201	776/28	1%		
7	n/o 15-11-21	August W. Chambors et al	Columbia Gas Transmission Corporation	3/6/1986	520/225	%	56,484	
•	po 13 1. 2.	Chestnut Holdings	Fossil Creek (Ohio) LLC	11/18/2014	848/218	%		
8	15-11-11	CNX Gas Company LLC				<b>25°</b>	26.151	
9	p/o 15-11-12	CNX Gas Company LLC				· 'œ	35.169	
10	p/o 15-11-20	Michael S. Riggle	CNX Gas Company	11/16/2016	907/534	%	8.862	
. 11	15-5-39	H.B. Chambers et al.	Manufacturers Light and Heat Company	4/28/1958	326/92	%	4.952	
12	p/o 15-5-34.1	Cecil Hartley and Edith Hartley	Manufacturers Light and Heat Company	12/17/1949	239/435	%	1.222	
13	15-5-35	Robert R. Riggle and Donna S. Riggle	CNX Gas Company LLC	12/2/2017	not yet recorded	%	0.388	
14	p/o 15-5-43	Brian K. Milifican and Mary Lynn Milliken et al	Noble Energy, Inc.	<i>7/23/2</i> 013	806/307	%	80.572	
15	p/o 15-5-42	J. L. Crow and Blizabeth V. Crow	L. B. Beatty	7/10/1900	74/386	%	62.841	
16	p/o 15-11-21	August W. Chambers et al.	Columbia Gas Transmission Corporation	3/6/1986	520/225	ж.	119.735	
2.47		Chestnut Holdings	Possil Crock (Ohio) LLC	11/18/2014	848/218	ж		
17	p/o 15-11-19	Michael S. Riggie	CNX Gas Company LLC	11/30/2017	not yet recorded	. ж	2.618	
18	p/o 15-11-12	CNX Gas Company LLC				²co	2.022	
19	p/o 15-11-12	CNX Gas Company LLC				čeo	9.826	
20	p/o 15-11-12	CNX Gas Company LLC			•	<sup>2</sup> C0	4.842	

	I	David L. Kinney				1		
21	p/o 15-11-9	and Raymond P. Kinney	CNX Gas Company LLC	9/9/2009	800/449		<b>)%</b>	1.806
22A	p/o 15-5-36	Mt. Hope Cemetery Association	CNX Gas Company LLC	5/12/2011	744/146		<b>7%</b>	0.449
22B	p/o 15-5-36	Virginia M. Blake Parsons and Laurence F. Parsons	Noble Energy, Inc.	9/3/2013	805/550		<b>)</b> %	0.607
23	15-5-37.1	Mt. Hope Cemetery Assoc.	CNX Gas Company LLC	12/9/2011	764/236	<u> </u>	7%	0.355
		Ellsworth H. Scherich and Thelma L. Scherich	CNX Gas Company LLC	8/11/2009	768/447	<u> </u>	)%	
		Jackio L. Fryc	CNX Gas Company LLC	11/24/2009	768/443		196	
<b>24</b>	p/o 15-4-14	Richard C. Barto and Mary Lee Barto	CNX Gas Company LLC	11/11/2009	700/268		)%	6.687
		Scott Douglas Reed	CNX Gas Company LLC	11/4/2009	701/409		3%	
		Robert B. Elliott	CNX Gas Company LLC	1/6/2010	707/260		096	
	J	Tierra Oil Company, LLC	CNX Gas Company LLC	11/3/2017	950/292		0%	
		Jackie L. Prys	CNX Gas Company LLC	11/24/2009	768/443		0%	
		Richard C. Barto and Mary Lee Barto	CNX Gas Company LLC	11/11/2009	700/268		0%	
		Scott Douglas Reed	CNX Gas Company LLC	11/4/2009	701/409		10%	0.298
25	15-4-14-2	Robert B. Elliott	CNX Gas Company LLC	1/6/2010	707/260		10%	0.298
		Elizabeth Ann Cain; Jack A. Cain and Nancy C. Cain	Noble Energy, Inc.	3/13/2013	794/355		10%	
		Tiorra Oil Company, LLC	CNX Gas Company LLC	11/3/2017	950/287	Г	10%	
		Jackie L. Pryc	CNX Ges Company LLC	11/24/2009	768/443		10%	
		Richard C. Barto and Mary Lee Barto	CNX Gas Company LLC	11/11/2009	700/268		10%	
_	15-4-14.1	Scott Douglas Reed	CNX Gas Company LLC	11/4/2009	701/409		10%	1.421
26		Robert B. Elliott	CNX Gas Company LLC	1/6/2010	707/260		10%	1,721
		Elizabeth Ann Cain; Jack A. Cain and Nancy C. Cain	Noble Energy, Inc.	3/13/2013	794/355		10%	
		Tiona Oil Company, LLC	CNX Ges Company LLC	11/3/2017	950/287	_	0%	
27A	p/o 15-5-38	Thomas J. Elder and Ruth Elder	Commbia Gas Transmission Corporation	3/17/1986	515/473		0%	0.385
27B	p/o 15-5-38	Board of Education of Marshall County, WV	CNX Gas Company LLC	12/4/2017	not yet recorded		0%	0.630
28	15-5-43	Board of Education of Marshall County, WV	CNX Gas Company LLC	12/4/2017	not yet recorded		3%	0.460
29	15-5-43.1	Brien K. Milliken and Mary Lynn Milliken	Noble Energy, Inc.	7/23/2013	803/325		)% 	2.323
30	p/o 15-5-44	J. L. Crow and Elizabeth V. Crow	L. B. Bentty	7/10/1900	74/386	103	nos 15 via nonts	11_307
31	p/o 15-5-48	Dorcas Doman, Francis E. Doman and June Doman	Columbia Ges Transmission Corporation	3/6/1986	515/485	:	)%	8.169
	T '		<u> </u>					918.818

### MEMORANDUM OF LEASE (West Virginia)

THIS MEMORANDUM OF LEASE (this "Memorandum") is made and entered into effective as of the 4th day of December, 2017 (the "Effective Date"), by and between The Board of Education of Marshall County, WV, with an address at PO Box 578, 2700 Fourth Street, Moundsville, WV, 26041 ("Lessor"), and CNX Gas Company LLC, a Virginia limited liability company, with an address at CNX Center, 1000 CONSOL Energy Drive, Canonsburg, Pennsylvania 15317-6506 ("Lessee") (each a "Party," and together the "Parties").

WHEREAS, Lessor and Lessee have entered into a certain Oil and Gas Lease further described below (the "Lease") whereby Lessor has leased to Lessee certain oil and gas estates, interests and appurtenant rights more particularly described below and in the Lease; and

WHEREAS, in lieu of recording the Lease, the Parties have executed, acknowledged and delivered this Memorandum for recordation pursuant to Act of June 2, 1959, P.L. 454 § 2, codified at 21 P.S. § 405 et seq.

NOW, THEREFORE, Lessor and Lessee, intending to be legally bound, hereby publish and give notice of the tenancy created and certain of the rights granted by and obligations under the Lease, as follows:

### 1. NAME AND ADDRESS OF LESSOR:

The Board of Education of Marshall County, WV PO Box 578, 2700 Moundsville, WV, 26041

### 2. NAME AND ADDRESS OF LESSEE:

CNX Gas Company LLC 1000 CONSOL Energy Drive Canonsburg, PA 15317

### 3. <u>DATE OF LEASE EXECUTION/EFFECTIVE DATE</u>:

Date of execution of Lease: December 4th 2017

Effective Date of Lease: December 4th 2017

Sik 07.15.16

### 4. <u>DESCRIPTION OF SUBJECT PREMISES:</u>

Lessor hereby grants and leases exclusively to Lessee, its successors and assigns, all the oil, gas, and their liquid and/or gaseous constituents, whether hydrocarbon or nonhydrocarbon and all other substances produced therewith (collectively, whether any of the foregoing, the "Leased Oil/Gas") from all subsurface strata, formations, voids, and zones underlying the Leased Premises (as defined in Section 2 of this Lease), together with a non-exclusive subsurface easement through all formations for the purpose of accessing, exploring, developing, and producing the Leased Oil/Gas. Lessor hereby grants and leases exclusively to Lessee all rights necessary, convenient, or incident to explore, drill, develop, produce, treat, transport and market Leased Oil/Gas and otherwise operate on and about the Leased Premises and any lands pooled or unitized therewith (being a Unit as defined and discussed in Section 7 of this Lease) using all available methods and techniques under current and future technology, including, without limitation, the following rights: to have full and free access over and through the Leased Premises; to conduct geological, geophysical, core drilling and other exploratory work; to drill, re-drill, lengthen, re-work, stimulate, fracture, plug, remove and/or abandon vertical or horizontal wells, and to inject under pressure water, air, brine and other fluids and substances (including, without limitation, non-domestic water from the Leased Premises, free of cost) into subsurface strata and/or withdraw the same therefrom; to erect and operate drill sites and drilling rigs and related facilities to treat, separate, compress, dehydrate, process, gather, and measure and shut-in Leased Oil/Gas, together with all other equipment, structures and facilities that Lessee deems desirable for use in its operations; to construct, use and operate roads, utility lines, canals, impoundments and pits; to install and operate pipelines, tanks, pumps, compressors, condensers and other equipment and facilities for use in transporting Leased Oil/Gas from the Leased Premises and from other lands, over and through the Leased Premises (all of the foregoing activities are collectively referred to herein as "Operations"); and to have and enjoy all rights and privileges reasonably necessary or appropriate to effectuate the purposes of this Lease.

The premises being leased hereunder is located in Webster District, in the County of Marshall, in the State of West Virginia, Property Tax Parcel Identification No. 15-5-38 and 15-5-43, and is bounded formerly or currently as follow:

On the North by lands of	15-5-37	;
On the East by lands of	15-5-43	;
On the South by lands of	15-5-40	;
On the West by lands of	15-5-40	;

including lands acquired by The Board of Education, Webster District, Marshall County, West Virginia from T.B. Elder by instrument dated August 5, 1899 and recorded at Book 62, Page 291 containing approximately 1.0388 acres; and lands acquired by The Board of Education, Webster District, Marshall County, West Virginia from Thomas H. Genin by instrument dated October 12, 1867 and recorded in Book 17, Page 292 containing

approximately .5 acres, for all purposes of this Lease whether actually more or less and whether the tax map is correct, including small strips or parcels of contiguous land covered under Lessor's source of title (collectively, the "Leased Premises").

### 5. **TERM OF LEASE:**

A. <u>Primary Term</u>. This Lease shall remain in force for a term of <u>five</u> (5) years following the Effective Date (the "<u>Primary Term</u>").

B. Secondary Term. This Lease shall remain in full force and continue following the Primary Term as to the entirety of the Leased Premises for so long thereafter as any of the following circumstances exist (such period, the "Secondary Term"): (i) Lessee is conducting any Operations on the Leased Premises or any lands pooled or unitized therewith (being a Unit as defined and discussed in Section 7 of this Lease); (ii) any of the Leased Oil/Gas are being produced from the Leased Premises or any lands pooled or unitized therewith (being a Unit); (iii) any well on the Leased Premises or on any lands pooled or unitized therewith (being a Unit) is Shut-In (as defined and discussed in Section 4(C) of this Lease); or (iv) this Lease is otherwise extended by Force Majeure (as defined and discussed in Section 10(A) of this Lease), Equitable Tolling (as defined and discussed in Section 10(B) of this Lease), or other terms hereof. The Primary Term (as it may be extended hereunder) and the Secondary Term are collectively referred to herein as the "Term."

### 6. RENEWAL OR EXTENSION RIGHTS:

The Lease may be extended for an additional term of  $\underline{5}$  years after expiration of the primary term, which will expire on  $\underline{\underline{Dccmber}}$   $\underline{444}$ ,  $\underline{2022}$ .

### 7. RIGHT OF PURCHASE, RIGHT OF FIRST REFUSAL AND/OR OPTIONS:

In the event that Lessor receives from any third party any bona fide offer to grant an additional oil and/or gas lease covering all or part of the Leased Premises within the Term, Lessor shall provide Lessee with a written notice of such offer by certified mail, including the proposed lessee's name, bonus consideration and royalty consideration, and a true, correct and complete copy of the proposed lease. Lessee shall have ninety (90) days following receipt of such written notice to elect to exercise a right of first refusal, in Lessee's sole and absolute discretion, to enter into an oil and gas lease with Lessor on the same terms and conditions as set forth in the proposed lease. Should Lessee so elect, Lessee shall notify Lessor in writing within such ninety (90) day period and submit therewith a lease with Lessee containing the same terms and conditions and, if so desired by Lessee, a memorandum of such lease for recordation. Within ten (10) days after

receipt of such signed lease and memorandum of lease (if any) back from Lessor, Lessor shall counter-sign and return such lease and memorandum of lease (if any) to Lessee together with the bonus payment required under such lease. No single exercise of the foregoing right of first refusal shall exhaust any rights granted hereunder to subsequent offers covering all or any part of the Leased Premises. Any additional lease granted to any third party by Lessor in violation of the provisions of this Section 14 shall be null and void. The provisions of this Section 14 shall not be deemed to waive, nullify or otherwise affect Lessee's right to extend the Primary Term pursuant to Section 3(A) of this Lease.

### 8. <u>EXECUTION</u>:

This Memorandum may be executed in any number of counterparts, each having the same validity and all of which shall constitute but one and the same instrument.

THIS MEMORANDUM IS NOT A COMPLETE SUMMARY OF THE LEASE. IN THE EVENT OF A CONFLICT BETWEEN THE TERMS OF THIS MEMORANDUM AND THOSE OF THE LEASE, THE TERMS OF THE LEASE SHALL CONTROL.

[Signature and notary pages follow]

IN WITNESS WHEREOF, Lessor and Lessee, intending to be legally bound, have executed this Memorandum effective as of the Effective Date (whether executed by either Party on, before or after the Effective Date).

LESSOR:

### **ACKNOWLEDGMENTS**

STATE OF WEST VIRGINIA
COUNTY OF Marshall
The foregoing instrument was acknowledged before me on the day of comber 2017 by chock who acknowledged himself/herself to be the secretary of The Board of Education of Marshall County, WV, and that he/she as such, being authorized to do so, executed the foregoing instrument on behalf of The Board of Education of Marshall County, WV In witness hereof, I hereunto set my hand and official seal.
(Notarial Seal)  OFFICIAL SEAL NOTARY PUBLIC  STATE OF WEST VIRGINIA  JAMEE L CAIN  Meretral Co. Schools  PO Box 57  PO Box 57  Advisible Grave Creek Rd.  Mountsville, West Virginia 20041  My Commission Expires December 3, 2019
COMMONWEALTH OF PENNSYLVANIA COUNTY OF WASHINGTON
The foregoing instrument was acknowledged before me on the day of, 2017 by Michael L. Holiday who acknowledged himself to be the Assistant Vice-President of CNX Gas Company LLC, a Virginia limited liability company, and that he as such, being authorized to do so, executed the foregoing instrument on behalf of the company.  In witness hereof, I hereunto set my hand and official seal.  (Notarial Seal)
NOTARY PUBLIC My commission expires

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

### **MEMORANDUM OF LEASE**

THIS MEMORANDUM OF LEASE (this "Memorandum") is made and entered into between Robert R. Riggle and Donna Riggle, his wife, as joint tenants with the right of survivorship, of 1702 Dry Ridge Road, Cameron, WV 26033 ("Lessor"), and CNX GAS COMPANY LLC, a Virginia limited liability company, with an address at CNX Center, 1000 CONSOL Energy Drive, Canonsburg, Pennsylvania 15317-6506 ("Lessee") (each a "Party," and together the "Parties").

WHEREAS, Lessor and Lessee have entered into a certain Oil and Gas Lease further described below (the "Lease") whereby Lessor has leased to Lessee certain oil and gas estates, interests and appurtenant rights more particularly described below and in the Lease; and

WHEREAS, in lieu of recording the Lease, the Parties have executed, acknowledged and delivered this Memorandum for recordation pursuant to Act of June 2, 1959, P.L. 454 § 2, codified at 21 P.S. § 405 et seq.

NOW, THEREFORE, Lessor and Lessee, intending to be legally bound, hereby publish and give notice of the tenancy created and certain of the rights granted by and obligations under the Lease, as follows:

### 1. NAME AND ADDRESS OF LESSOR:

Robert R. Riggle and Donna Riggle 1702 Dry Ridge Road Cameron, WV 26033

### 2. NAME AND ADDRESS OF LESSEE:

CNX Gas Company LLC CNX Center 1000 CONSOL Energy Drive Canonsburg, PA 15317

### 3. DATE OF LEASE EXECUTION/EFFECTIVE DATE:

Date of execution of Lease: 2 .2017

Effective Date of Lease: 2 .2017

### 4. <u>DESCRIPTION OF SUBJECT PREMISES:</u>

Lessor hereby grants and leases exclusively to Lessee, its successors and assigns, all the oil, gas, and their liquid and/or gaseous constituents, whether hydrocarbon or non-hydrocarbon and all other substances produced therewith (collectively, whether any of the foregoing, the "Leased Oil/Gas") to include only those strata and formations lying two hundred (200) feet above and two (200) feet below the formation commonly known as the Utica-Point Pleasant formation, or the stratigraphic equivalent thereof, underlying the Leased Premises (as defined in Section 2 of this Lease), together with a non-exclusive subsurface easement through all formations for the purpose of accessing, exploring, developing, and producing the Leased Oil/Gas.

Lessor hereby grants and leases exclusively to Lessee all rights necessary, convenient, or incident to explore, drill, develop, produce, treat, transport and market Leased Oil/Gas and otherwise operate on and about the Leased Premises and any lands pooled or unitized therewith (being a Unit as defined and discussed in Section 7 of this Lease) using all available methods and techniques under current and future technology, including, without limitation, the following rights: to have full and free access over and through the Leased Premises; to conduct geological, geophysical, core drilling and other exploratory work; to drill, re-drill, lengthen, re-work, stimulate, fracture, plug, remove and/or abandon vertical or horizontal wells, and to inject under pressure water, air, brine and other fluids and substances (including, without limitation, non-domestic water from the Leased Premises, free of cost) into subsurface strata and/or withdraw the same therefrom; to erect and operate drill sites and drilling rigs and related facilities to treat, separate, compress, dehydrate, process, gather, and measure and shut-in Leased Oil/Gas, together with all other equipment, structures and facilities that Lessee deems desirable for use in its operations; to construct, use and operate roads, utility lines, canals, impoundments and pits: to install and operate pipelines, tanks, pumps, compressors, condensers and other equipment and facilities for use in transporting Leased Oil/Gas from the Leased Premises and from other lands, over and through the Leased Premises (all of the foregoing activities are collectively referred to herein as "Operations"); and to have and enjoy all rights and privileges reasonably necessary or appropriate to effectuate the purposes of this Lease.

The premises being leased hereunder is located in Webster District, in the County of Marshall, in the State of West Virginia, Property Tax Parcel Identification Number 15-5-35, including lands acquired by Robert R. Riggle and Donna Riggle, as joint tenants with the right of survivorship, from Robert W. Kagler, Deputy Commissioner of Forfeited and Delinquent Lands for Marshall County, WV, by Deed dated April 18, 1991 and recorded in Deed Book 558, Page 178, and described for the purposes of this agreement as containing a total of 0.4545 Leasehold acres, whether actually more or less and whether the tax map is correct, including small strips or parcels of contiguous land covered under Lessor's source of title (collectively, the "Leased Premises").

### 5. TERM OF LEASE:

- A. Primary Term. This Lease shall remain in force for a term of <u>five</u> (5) years following the Effective Date (the "Primary Term").
- B. Secondary Term. This Lease shall remain in full force and continue following the Primary Term as to the entirety of the Leased Premises for so long thereafter as any of the following circumstances exist (such period, the "Secondary Term"): (i) Lessee is conducting any Operations on the Leased Premises or any lands pooled or unitized therewith (being a Unit as defined and discussed in Section 7 of this Lease); (ii) any of the Leased Oil/Gas are being produced from the Leased Premises or any lands pooled or unitized therewith (being a Unit); (iii) any well on the Leased Premises or on any lands pooled or unitized therewith (being a Unit) is Shut-In (as defined and discussed in Section 4(C) of this Lease); or (iv) this Lease is otherwise extended by Force Majeure (as defined and discussed in Section 10(A) of this Lease), Equitable Tolling (as defined and discussed in Section 10(B) of this Lease), or other terms hereof. The Primary Term (as it may be extended hereunder) and the Secondary Term are collectively referred to herein as the "Term."

### 6. RENEWAL OR EXTENSION RIGHTS:

NONE.

### 7. RIGHT OF PURCHASE, RIGHT OF FIRST REFUSAL AND/OR OPTIONS:

In the event that Lessor receives from any third party any bona fide offer to grant an additional oil and/or gas lease covering all or part of the Leased Premises within the Term, Lessor shall provide Lessee with a written notice of such offer by certified mail, including the proposed lessee's name, bonus consideration and royalty consideration, and a true, correct and complete copy of the proposed lease. Lessee shall have ninety (90) days following receipt of such written notice to elect to exercise a right of first refusal, in Lessee's sole and absolute discretion, to enter into an oil and gas lease with Lessor on the same terms and conditions as set forth in the proposed lease. Should Lessee so elect, Lessee shall notify Lessor in writing within such ninety (90) day period and submit therewith a lease with Lessee containing the same terms and conditions and, if so desired by Lessee, a memorandum of such lease for recordation. Within ten (10) days after receipt of such signed lease and memorandum of lease (if any) back from Lessor, Lessor shall counter-sign and return such lease and memorandum of lease (if any) to Lessee together with the bonus payment required under such lease. No single exercise of the foregoing right of first refusal shall exhaust any rights granted hereunder to subsequent offers covering all or any part of the Leased Premises. Any additional lease granted to any third party by Lessor in violation of the provisions of this Section 14 shall be null and void. The provisions of this Section 14 shall not be deemed to waive, nullify or otherwise affect Lessee's right to extend the Primary Term pursuant to Section 3(A) of this Lease.

### 8. <u>EXECUTION</u>:

This Memorandum may be executed in any number of counterparts, each having the same validity and all of which shall constitute but one and the same instrument.

THIS MEMORANDUM IS NOT A COMPLETE SUMMARY OF THE LEASE. IN THE EVENT OF A CONFLICT BETWEEN THE TERMS OF THIS MEMORANDUM AND THOSE OF THE LEASE, THE TERMS OF THE LEASE SHALL CONTROL.

[Signature and notary pages follow]

IN WITNESS WHEREOF, Lessor and Lessee, intending to be legally bound, have executed this Memorandum effective as of the Effective Date (whether executed by either Party on, before or after the Effective Date).

IN WITNESS WHEREOF, the Parties, intending to be legally bound, have executed this Lease effective as of the Effective Date (whether executed by either Party on, before or after the Effective Date).

LESSOR:

# 

[Notary page follows]

### **ACKNOWLEDGMENTS**

STATE OF WEST VIRGINIA COUNTY OF MARSHALL	
the undersigned officer, personally a (or satisfactorily proven) to be the	, 2017, before me, a Notary Public ppeared Robert R. Riggle and Donna Riggle, known to me person(s) whose names are subscribed to the within ney executed the same for the purposes therein contained. set my hand and official seal.
(Notarial Seal)	NOTARY PUBLIC
OFFICIAL SEAL NOTARY PUBLIC STATE OF WEST VIRGINIA ERIC M. GORDON 514 7th St. Moundsville, WV 26041 My Commission Expires January 18, 2822	My commission expires: Jan 18, 2032
COMMONWEALTH OF PENNSYI COUNTY OF WASHINGTON	LVANIA
	was acknowledged before me on the day of by Michael L. Holiday, who acknowledged himself to be
the Assistant Vice-President of	CNX Gas Company LLC, a Virginia limited liability authorized to do so, executed the foregoing instrument or ate.
(Notarial Seal)	
	NOTARY PUBLIC

Prepared by/Return to: CNX Gas Company LLC, 1000 CONSOL Energy Drive, Canonsburg, PA 15317-6506

My commission expires \_\_\_\_\_

### OIL AND GAS LEASE (PAID-UP LEASE – WEST VIRGINIA)

Lease	No.	887.5

THIS OIL AND GAS LEASE (this "Lease") is made and entered into effective as of the 2017 (the "Effective Date"), by and between Tierra Oil Company, LLC, of PO Box 700968, San Antonio, TX 78270 ("Lessor"), and CNX GAS COMPANY LLC, a Virginia limited liability company, with an address at CNX Center, 1000 CONSOL Energy Drive, Canonsburg, Pennsylvania 15317-6506 ("Lessee") (each a "Party." and together the "Parties").

In consideration of the mutual covenants and agreements contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by Lessor, the Parties agree as follows:

- LEASE GRANT. Lessor hereby grants and leases exclusively to Lessee, its successors and assigns, all the oil, gas, and their liquid and/or gaseous constituents, whether hydrocarbon or non-hydrocarbon and all other substances produced therewith (collectively, whether any of the foregoing, the "Leased Oil/Gas") from 100' above the top of the Utica formation to 100' below the bottom of the Trenton formation, underlying the Leased Premises (as defined in Section 2 of this Lease), together with a non-exclusive subsurface easement through all formations for the purpose of accessing, exploring, developing, and producing the Leased Oil/Gas. Lessor hereby grants and leases exclusively to Lessee all rights necessary, convenient, or incident to explore, drill, develop, produce, treat, transport and market Leased Oil/Gas and otherwise operate on and about the Leased Premises and any lands pooled or unitized therewith (being a Unit as defined and discussed in Section 7 of this Lease) using all available methods and techniques under current and future technology, including, without limitation, the following rights: to have full and free access over and through the Leased Premises; to conduct geological, geophysical, core drilling and other exploratory work; to drill, re-drill, lengthen, re-work, stimulate, fracture, plug, remove and/or abandon vertical or horizontal wells, and to inject under pressure water, air, brine and other fluids and substances (including, without limitation, non-domestic water from the Leased Premises, free of cost) into subsurface strata and/or withdraw the same therefrom; to erect and operate drill sites and drilling rigs and related facilities to treat, separate, compress, dehydrate, process, gather, and measure and shut-in Leased Oil/Gas, together with all other equipment, structures and facilities that Lessee deems desirable for use in its operations; to construct, use and operate roads, utility lines, canals, impoundments and pits; to install and operate pipelines, tanks, pumps, compressors, condensers and other equipment and facilities for use in transporting Leased Oil/Gas from the Leased Premises and from other lands, over and through the Leased Premises (all of the foregoing activities are collectively referred to herein as "Operations"); and to have and enjoy all rights and privileges reasonably necessary or appropriate to effectuate the purposes of this Lease.
- 2. <u>LEASED PREMISES</u>. The premises being leased hereunder is located in Webster District, in the County of Marshall, in the State of West Virginia, Property Tax Parcel Identification Number 15-4-14, including lands acquired by Tierra Oil Company, from Thomas H. Elliot Irrevocable Trust, Bank One, West Virginia, N.A., Trustee, by deed dated July 15, 2002 and recorded in Deed Book 627, Page 583, and described for the purposes of this agreement as containing a total of 118.16 Leasehold acres, whether actually more or less and whether the tax map is correct, including small strips or parcels of contiguous land covered under Lessor's source of title (collectively, the "Leased Premises").

### 3. <u>LEASE TERM</u>.

- A. Primary Term. This Lease shall remain in force for a term of <u>Five</u> (5) years following the Effective Date (the "Primary Term
- B. Secondary Term. This Lease shall remain in full force and continue following the Primary Term as to the entirety of the Leased Premises for so long thereafter as any of the following circumstances exist (such period, the "Secondary Term"): (i) Lessee is conducting any Operations on the Leased Premises or any lands pooled or unitized therewith (being a Unit as defined and discussed in Section 7 of this Lease); (ii) any of the Leased Oil/Gas are being produced from the Leased Premises or any lands pooled or unitized therewith (being a Unit); (iii) any well on the Leased Premises or on any lands pooled or unitized therewith (being a Unit) is Shut-In (as defined and discussed in Section

- 4(C) of this Lease); or (iv) this Lease is otherwise extended by Force Majeure (as defined and discussed in Section 10(A) of this Lease), Equitable Tolling (as defined and discussed in Section 10(B) of this Lease), or other terms hereof. The Primary Term (as it may be extended hereunder) and the Secondary Term are collectively referred to herein as the "Term."
- C. Dry Hole and Cessation of Production. At any time during the Term, if on the Leased Premises or any Unit: (i) prior to discovery of Leased Oil/Gas, a well or wells not capable of producing in paying quantities is drilled (a "Dry Hole"), or (ii) all production of the Leased Oil/Gas (whether or not in paying quantities) ceases for any cause or reason whatsoever ("Cessation of Production"), then this Lease shall remain in force and shall not terminate if Lessee either commences and pursues any Operations, or otherwise obtains or restores production on the Leased Premises or on any Unit within ninety (90) days after completion of Operations on such Dry Hole or after such Cessation of Production, as the case may be, whether or not such ninety (90) days extends beyond the Primary Term; provided, however, that notwithstanding the foregoing, if the Dry Hole or Cessation of Production occurs within the Primary Term, no action, Operations, production or any payment by Lessee whatsoever shall be required during the Primary Term.
- D. Disputes Concerning Extension. If there is ever any dispute concerning the extension of this Lease beyond the Primary Term by reason of any of the alternative circumstances specified herein, the payment to Lessor of prescribed payments provided for herein shall be conclusive evidence that this Lease has been extended beyond the Primary Term.

### 4. PAYMENTS TO LESSOR.

- A. Bonus Payment. Lessee agrees to pay Lessor, in accordance with and subject to the terms and conditions of that certain Order of Payment between the Parties delivered in connection with the execution of this Lease (the "Order of Payment"), the sum per net acre of the Leased Premises specified in the Order of Payment (the "Bonus Payment"). This Lease is a "paid-up" lease, and upon payment of the Bonus Payment, no further rental payments shall be due to Lessor during the initial Primary Term, and Lessee shall have the right and privilege to drill and operate or not to drill or operate for Leased Oil/Gas during the Primary Term.
- B. Production Royalty. Lessee shall pay to Lessor the following royalties on production of Leased Oil/Gas from the Leased Premises (the "Production Royalty"), proportionate to Lessor's percentage of ownership of such Leased Oil/Gas and subject to adjustments hereunder due to the Pooling Ratio (as defined and discussed in Section 8 hereof) or Shut-In, as applicable:
- (i) Oil. Lessee shall pay Lessor a royalty equal to <u>Eighteen</u> percent (18 %) of the gross proceeds received by Lessee for all oil produced and marketed from the Leased Premises, minus any and all Deductions (as defined below).
- (ii) Gas. Lessee shall pay Lessor a royalty equal to <u>Eighteen</u> percent (18 %) of the gross proceeds received by Lessee for the sale of all gas, including casinghead gas or natural gas liquids and all other gaseous, vaporous and liquid hydrocarbons or any combination thereof, produced and marketed from the Leased Premises, minus any and all Deductions. At Lessee's election, the volumes, sales price and/or the value of any Deductions may be determined on an allocated well, field-wide or Unit-wide basis, or other reasonable and prudent determination of the volume and value of the gas and its constituents produced and sold from the Leased Premises or any Unit.
- "Deductions" means Lessor's share of any reasonable costs incurred or allocated between the wellhead and the point of sale, including: (a) all costs actually incurred by Lessee, including, without limitation, those paid to third parties (whether or not affiliated with Lessee), and all losses of produced volumes whether by use as fuel, line loss, flaring, venting or otherwise from and after the wellhead to the point of sale by Lessee; and (b) all costs of heating, treating, sweetening, gathering, separating (other than condensate separated at the well), dehydrating, compressing, metering, processing, manufacturing, transporting and trucking (from and after the wellhead to the point of sale), marketing, and blending, and the sales charges, commissions and fees paid to third parties (whether or not affiliated with Lessee). In the event that any extraneous substance (being any substance that is obtained from sources other than the Leased Premises or lands in a Unit) is injected into subsurface strata in connection with secondary, tertiary, or other enhanced recovery operations hereunder, then any like substance thereafter produced hereunder or contained in the Leased Oil/Gas thereafter produced hereunder from such strata shall be deemed to be part of the extraneous substance so

injected until the total volume thereof equals the total volume of the extraneous substance so injected, and no Production Royalty shall be payable hereunder on any such extraneous substance.

- (iii) Taxes. Lessor agrees to pay any and all taxes levied or assessed upon its interest in the production of Leased Oil/Gas from the Leased Premises, and Lessee is hereby authorized to pay such taxes and assessments on behalf of Lessor and to deduct the amount so paid from any monies payable to Lessor hereunder.
- (iv) Payments. Production Royalties shall be paid monthly to Lessor no later than the last day of the third calendar month following the calendar month in which production occurred; **provided**, **however**, that Lessee, at its discretion, may withhold any payments until the total due to Lessor equals or exceeds One Hundred Dollars (\$100).
- C. Shut-In. If at any time during the Term, production from a well is interrupted or shall cease or Lessee shall elect not to market, produce or sell the production from a well that is capable of producing ("Shut-In") for a period of ninety (90) consecutive days or longer, and there is no other producing well on the Leased Premises or any Unit and no circumstances of Force Majeure or Equitable Tolling exist, a shut-in rental shall thereafter accrue at the rate of [Twenty Five Dollars (\$25.00) per net acre per year] ("Shut-In Rental"). Shut-In Rental need not be paid and will not accrue during the Primary Term. Shut-In Rentals shall be payable twelve (12) months following the time such well is Shut-In and annually thereafter until such time as production is re-established (or Lessee surrenders this Lease), subject to proration for any partial year that a well resumes actual production. Lessee shall have the right to elect at any time and from time to time during the Term to interrupt or not to market, produce or sell the production from any well that is capable of producing Leased Oil/Gas on the Leased Premises or any Unit. Lessee shall be under no obligation whatsoever to produce or market any Leased Oil/Gas from any such Shut-In well, and the Shut-In Rental shall be a full and adequate substitute for the Production Royalty. If a Shut-In occurs, any Shut-In well shall nonetheless be deemed to be a producing well and shall serve to maintain this Lease in full force and effect.
- D. Recoupment. In the event that Lessee makes any over-payment of the Bonus Payment, Production Royalties, Shut-In Rental or any other sums paid to Lessor under this Lease due to miscalculation of the amount payable, to Lessor owning less than the entire undivided ownership of the Leased Oil/Gas (as further discussed in Section 11(C) hereof), or to breach of this Lease by Lessor, Lessee shall have the right, without limitation of any other rights and remedies of Lessee under this Lease or applicable law, to recover any such over-payment from Lessor or to recoup any such over-payment against any subsequent payments due to Lessor hereunder.
- 5. <u>DIVISION ORDERS.</u> Upon request by Lessee from time to time, Lessor shall execute one (1) or more Division Orders certifying Lessor's interest in production of the Leased Oil/Gas.
- 6. <u>PAYMENTS</u>. Lessee shall make or tender all payments due under this Lease to Lessor at Lessor's last known address. Payments may be tendered by first class mail, electronically (subject to Lessor's delivery of appropriate electronic payment instructions) or any comparable method, and payment shall be deemed complete upon mailing, dispatch or deposit (as the case may be).
- POOLING/UNITIZATION RIGHT: UNIT DECLARATION. Lessor grants to Lessee, and Lessee may exercise in Lessee's sole judgment, at any time and from time to time during the Term, Pooling Rights (as defined below) under this Lease. "Pooling Rights" include Lessee's right, but not the obligation, to pool, unitize or combine into one (1) or more separate drilling or production unit(s) or pool(s), plans or agreements the Leased Premises or any part thereof or any strata therein with any other lands, leases, pool(s), unit(s) or interests held by Lessee or any third party (each a "Unit"), whether before or after drilling, when in Lessee's sole judgment it is necessary or advisable to create such Units. Lessee is hereby designated as the applicant for drilling permits and other permits with respect to Units. Creation of a Unit in one (1) or more instances shall not exhaust Lessee's Pooling Rights, and Lessee shall have the recurring right but not the obligation to revise in any manner and at any time the size, shape, or conditions of operation of any Unit formed by expansion or contraction or both, including, without limitation, the drilling of multiple wells or laterals within said Unit. Said Pooling Rights may be exercised as to any one (1) or more depths, strata or formations, through any type of wells and any combination of any drilling or recovery techniques, whether now known or developed in the future. Lessee may create contiguous Units which utilize the same surface pads and facilities. Within a reasonable time after the creation or revision of any Unit hereunder by Lessee, Lessee shall file of record a written declaration describing the Unit or revised Unit and stating the effective date of creation or revision of the Unit (a "Unit Declaration"). At any time that any Unit is not being operated as aforesaid, the Unit Declaration relative to

such Unit may be surrendered and canceled of record by Lessee. Such cancellation or surrender shall not cause a surrender or cancellation of this Lease. The exercising of Pooling Rights and the provisions hereof shall not operate to transfer title of any interest in the Leased Premises.

- 8. <u>EFFECT OF POOLING OPERATIONS</u>. Any Operations anywhere on a Unit that includes all or any part of the Leased Premises shall be treated for all purposes of this Lease (except for the determination of production for the calculation of any Production Royalties to be paid to Lessor) as if said activities were conducted on well(s) or lateral portion(s) thereof located on the Leased Premises, whether or not such activities, well(s) or laterals are on the Leased Premises. Notwithstanding anything contained in this Lease to the contrary, when any portion(s) of the Leased Premises is committed to a Unit, this Lease with respect to such portion(s) of the Leased Premises shall be subject to the terms and conditions of the Unit order or Unit Declaration, including any formula prescribed therein for the allocation of net proceeds, sales price, deductions, production and the payment of the Production Royalty or Shut-In Rental from the Unit. Notwithstanding anything herein to the contrary, if Lessee exercises its Pooling Rights, then production for calculating the Production Royalty and any Shut-In Rental shall be calculated and adjusted based on any method determined by Lessee in good faith, including utilizing the proportion that the net acreage of the Leased Premises contained in the Unit bears to the total acreage in the Unit (the "Pooling Ratio").
- 9. <u>LAWS</u>. Each of Lessee and Lessor shall comply in all material respects, with respect to its respective operations on and use of the Leased Premises, with all applicable federal, state and local laws and ordinances, and all rules, regulations, orders and decrees of all governmental bodies and agencies having jurisdiction over such operations (collectively, "<u>Laws</u>"). Lessee shall not be deemed to be in breach of this Lease, or held liable for damages hereunder, with respect to any failure of Lessee to comply with the provisions of this Lease if such compliance is effectively prevented by Laws.

### 10. FORCE MAJEURE; EQUITABLE TOLLING.

- A. Force Majeure. "Force Majeure" means any one (1) or more of the following events or circumstances: past, present or future Laws; lack of easements or access; war, sabotage, terrorism, rebellion, insurrection, riot or armed hostilities; inability to obtain permits, authorizations, utilities or other approvals or services; any coal, stone, or other mining or drilling or related activities; labor disturbance, strike, or shortage of labor, equipment, water or other materials; weather, fire, explosion, flood, or other "act of God"; lack of pipelines to transport Leased Oil/Gas from the Leased Premises or any Unit; and any other event or circumstance or act of third parties beyond the reasonable control of Lessee. If any activity, production or Operations permitted or required hereunder, or the performance by Lessee of any covenant, agreement or requirement hereunder (in each case including on, from or with respect to any lands in a Unit), or Lessee's enjoyment of the benefits of this Lease, may be interrupted or delayed, directly or indirectly, by reason of circumstances of Force Majeure, then Lessee shall be relieved from such obligations without liability during the duration of such circumstances of Force Majeure, and this Lease shall not expire, terminate or be subject to forfeiture because of such interruption or delay, and the Term shall automatically be extended during such period of Force Majeure and for a period of six (6) months following the end thereof.
- B. Equitable Tolling. The Parties agree that it is in their mutual interest not to require Lessee to engage in Operations or production of Leased Oil/Gas during any period of time in which the validity of this Lease or Lessee's rights hereunder are challenged, contested or disputed. If any activity, production or Operations permitted or required hereunder, or the performance by Lessee of any covenant, agreement or requirement hereunder (in each case including on, from or with respect to any lands in a Unit), or Lessee's enjoyment of the benefits of this Lease, may be interrupted or delayed, directly or indirectly, by reason of acts or judicial, arbitration, administrative or regulatory proceedings of Lessor or any third party that inhibit Lessee's access to the Leased Premises or other lands in a Unit, its Operations or production, or if Lessor or any third party should file judicial or arbitration claims or counterclaims or file or record documents challenging the validity or enforceability of this Lease, seeking avoidance of or relief from Lessor's obligations hereunder, or repudiating Lessee's enjoyment of the benefits of this Lease or its entitlement to the Leased Oil/Gas under this Lease, then this Lease shall not expire, terminate or be subject to forfeiture because of such interruption or delay or because of the passage of time during which such matters are being adjudicated or addressed (regardless of whether such claims or counterclaims are subsequently settled or otherwise withdrawn) or such documents remain filed or of record, and the Term shall automatically be tolled and extended during such period (including the pendency of any such judicial, arbitration, administrative or regulatory proceeding) and for a period of six (6) months following the end thereof ("Equitable Tolling").

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### 11. TITLE.

- A. Warranty. Lessor warrants title to the Leased Premises and the Leases Oil/Gas and agrees to defend the same to Lessee and Lessee's successors and assigns, forever, against the lawful claims and demands of all persons claiming by, through, or under Lessor, but against none other. Lessor further represents and warrants that on the Effective Date, (i) the Leased Premises are free from all liens and encumbrances made by Lessor, (ii) Lessor is not currently receiving any bonus, rental, production royalty or other payments as the result of any prior oil and/or gas lease covering any or all of the Leased Premises, and (iii) there are no producing wells or gas storage facilities currently existing on the Leased Premises. Should any third party having title to the Leased Premises or any portion thereof fail to execute this Lease, this Lease shall nevertheless be binding upon all parties who do execute it as Lessor.
- B. Liens. Lessee may, at its option, pay, discharge or redeem any overdue tax, mortgage, encumbrance, or other lien existing, levied or assessed on or against the Leased Premises or Lessor's ownership of any Leased Oil/Gas, including interest, penalties and fees, and deduct a proportionate share of the amount so paid from the Production Royalties, Shut-In Rentals, Bonus Payment or other sums due to Lessor under this Lease.
- C. Lesser Interest. If Lessor owns less than the entire undivided ownership of the Leased Oil/Gas, then the Production Royalties, Shut-In Rentals, Bonus Payment and other sums due to Lessor under this Lease shall be reduced or adjusted to the proportion of Lessor's interest in any such Leased Oil/Gas, and any over-payments resulting therefrom shall be subject to recovery or recoupment pursuant to Section 4(D) hereof.
- D. Ownership Change. Lessee shall not be bound by or recognize any change of ownership of the Leased Oil/Gas or the Leased Premises, or in the right of other parties to receive rentals, Production Royalties, Shut-In Rentals, the Bonus Payment or other payments hereunder, or of Lessor's address, until thirty (30) days after Lessee has been furnished with evidence satisfactory to Lessee, in its sole discretion, of such change of ownership or right of others to receive payments or of address. Pending the receipt of such evidence, Lessee may elect either to continue to make or to withhold payments as if such change had not occurred.
- E. Entireties. If Lessor shall now or hereafter own the Leased Premises in severalty or in separate tracts, the Leased Premises nevertheless shall be developed and operated as one lease, and all Production Royalties, Shut-In Rentals, Bonus Payment or other sums due to Lessor under this Lease shall be treated as an entirety and shall be divided among, and paid to, such separate owners in the proportion that the acreage owned by each such separate owner bears to the entire leased acreage of the Leased Premises.
- 12. CURE RIGHTS. If Lessor believes that Lessee is in default of any of its obligations under this Lease, Lessor shall not exercise any right or remedy or institute any legal action against Lessee unless and until Lessee has received prior written notice from Lessor fully describing the alleged default or other demand, and then only if Lessee fails or refuses to commence actions to materially remedy the alleged default or other demand within ninety (90) days after receipt of such notice. Lessee reserves the right to dispute the alleged default or other demand. This Lease shall be construed against termination, forfeiture, cancellation or expiration and in favor of giving effect to the continuation of this Lease where the circumstances exist to maintain this Lease in effect under any of the alternative mechanisms set forth herein. Notwithstanding any other provisions of this Lease to the contrary, Lessor hereby expressly acknowledges and agrees that payments and other obligations of Lessee under this Lease are special covenants and not conditions to Lessee's occupancy and enjoyment of the Leased Premises and its rights under this Lease, and that no breach on the part of Lessee, and no failure of Lessee to cure any such breach, shall afford Lessor the right to terminate this Lease or evict Lessee from the Leased Premises or otherwise interfere with its quiet use and enjoyment of the Leased Premises, and Lessor hereby irrevocably waives such rights.
- 13. SURRENDER. Lessee may surrender this Lease or the Leased Premises to Lessor, in whole or in part (including, without limitation, any depth or formation), at any time and from time to time, by recording a release or an instrument of surrender or by delivery to Lessor of a duly executed surrender thereof in person or by mail. Upon such recording or delivery, this Lease shall be null and void as to that part or formation of the Leased Premises surrendered; and Lessee thereupon shall be released and discharged from all obligations, covenants and conditions as to the part of the Leased Premises surrendered; and thereafter the rentals and other sums payable hereunder shall be proportionately reduced. Notwithstanding any surrender by Lessee, Lessee shall retain and/or have reasonable and convenient easements for pipelines, pole lines, roadways and other facilities through and over the portions of the

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Leased Premises surrendered for the purpose of Operations and reclamation on the portions of the Leased Premises retained, and/or on other lands.

- 14. RIGHT OF FIRST REFUSAL TO LEASE. In the event that Lessor receives from any third party any bona fide offer to grant an additional oil and/or gas lease covering all or part of the Leased Premises within the Term, Lessor shall provide Lessee with a written notice of such offer by certified mail, including the proposed lessee's name, bonus consideration and royalty consideration, and a true, correct and complete copy of the proposed lease. Lessee shall have ninety (90) days following receipt of such written notice to elect to exercise a right of first refusal, in Lessee's sole and absolute discretion, to enter into an oil and gas lease with Lessor on the same terms and conditions as set forth in the proposed lease. Should Lessee so elect, Lessee shall notify Lessor in writing within such ninety (90) day period and submit therewith a lease with Lessee containing the same terms and conditions and, if so desired by Lessee, a memorandum of such lease for recordation. Within ten (10) days after receipt of such signed lease and memorandum of lease (if any) back from Lessor, Lessor shall counter-sign and return such lease and memorandum of lease (if any) to Lessee together with the bonus payment required under such lease. No single exercise of the foregoing right of first refusal shall exhaust any rights granted hereunder to subsequent offers covering all or any part of the Leased Premises. Any additional lease granted to any third party by Lessor in violation of the provisions of this Section 14 shall be null and void. The provisions of this Section 14 shall not be deemed to waive, nullify or otherwise affect Lessee's right to extend the Primary Term pursuant to Section 3(A) of this Lease.
- 15. <u>LEASE DEVELOPMENT</u>. There is no covenant on the part of Lessee to develop the Leased Premises within a certain period of time or at all, and there shall be no leasehold forfeiture or damages hereunder for any implied covenant to produce, and any such covenant that might otherwise be implied is hereby disclaimed and rejected by Lessee. The Production Royalties, Shut-In Rentals, Bonus Payment and other sums due to Lessor under this Lease are and shall be accepted by Lessor as full and adequate consideration for all of the rights and privileges granted to Lessee herein.

#### 16. GENERAL PROVISIONS.

- A. Construction. This Lease shall be construed as a whole and in accordance with the fair meaning of its language. The language of this Lease (including, without limitation, Section 3 hereof) shall never be read as language of special limitation. Capitalized terms or defined terms used in this Lease shall have the meanings set forth herein except as otherwise clearly indicated.
- B. Severability. Should any provision of this Lease be held, ruled or otherwise rendered invalid or unenforceable for any reason, the remaining Lease parts or provisions shall remain in full force and effect.
- C. Binding Effect; Assignment. This Lease shall be binding upon and inure to the benefit of the Parties and their respective heirs, successors and assigns. This Lease may be assigned, pledged or otherwise transferred by Lessee in whole or in part, whereupon the assignee or transferee shall thereafter be solely liable for all payments and obligations imposed under this Lease or by Laws or otherwise with respect to that portion of this Lease so assigned or transferred. If any assignee or transferee of Lessee hereunder shall default in its proportional share of payments to be made or other obligations with respect to any portion of this Lease so assigned or transferred, such default shall not operate to defeat or affect the rights of Lessee with respect to any portion of this Lease retained by Lessee.
- D. Lease Execution. This Lease shall not be considered fully executed or binding on Lessee until Lessee's authorized corporate representative has signed this Lease.
- E. Notices. All notices and/or payments under this Lease shall be directed to each Party at its address set forth on the first page of this Lease or to such other address as such Party may designate by written notice to the other Party, and, except as herein otherwise provided, the deposit in the mail of any written notice so addressed with postage prepaid shall be notice of the contents of such writing.
- F. Entire Contract. This Lease, the Lease Memorandum (if any) discussed in Section 16(G) hereof, and the Order of Payment contain the entire understanding and agreement between Lessor and Lessee with respect to the subject matter hereof, and no verbal warranties, representations or promises have been made or relied upon by Lessor or

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Lessee supplementing, modifying or as an inducement to this Lease. The Parties agree that except as expressly stated in this Lease, the Lease Memorandum (if any) and the Order of Payment, no covenants, obligations or conditions to be paid or performed on the part of Lessee whatsoever shall be read into or implied in this Lease; and Lessee shall not be in default hereunder with respect to any covenant, obligation or condition not expressly set forth in this Lease.

- G. Recording; Further Assurances. Lessee may record this Lease or a memorandum of this Lease (a "Lease Memorandum"), and upon request, Lessor agrees to execute and deliver to Lessee, without additional compensation, any such Lease Memorandum and other affidavits, ratifications, amendments, permit applications and other instruments as may be required or reasonably requested by Lessee to carry out the purposes of this Lease.
- H. No Third Party Beneficiaries. This Lease shall not be construed to create any rights or remedies in any third parties or the general public.
- 1. Essence of Bargain. Lessor acknowledges and agrees that the rights of Lessee under this Lease are the result of bargained-for exchange and are of the essence of Lessee's bargain for the consideration provided to Lessor under and in connection with this Lease.
- J. Governing Law. This Lease shall be governed by and construed in accordance with the laws of the State of West Virginia without regard to its conflicts of law provisions.
- K. Amendment of Description of Leased Premises. The Parties acknowledge that the information in Section 2 hereof describing the Leased Premises, including the legal description of the lands, the estates and the total acreage to be covered by this Lease (the "Lease Information"), was obtained from public records of the county in which the Leased Premises is located but may not accurately reflect the lands and the total acreage intended to be covered by this Lease. Accordingly, after Lessee completes its due diligence concerning the title and ownership of the Leased Premises, if Lessee determines that there is a material discrepancy in the Lease Information, Lessor hereby agrees to execute any documents requested by Lessee, including a new lease agreement, to more accurately reflect the lands, estates and interests to be covered by this Lease. Lessor hereby agrees that Lessee may make corrections or additions to this Lease, the Lease Memorandum (if any), any Unit Declaration(s), and the Order of Payment (the "Related Documents"), to more accurately reflect the lands, estates and acreage to be covered by this Lease, including chain-of-title, deed references and ownership interests of record, without further action by Lessor, and Lessee may notify Lessor of such corrections or additions by providing Lessor with a copy of the recorded Lease, Lease Memorandum or Unit Declaration, whereupon Lessor shall be deemed to have consented to and be bound by the same; and for this purpose, Lessor hereby appoints Lessee as Lessor's true and lawful attorney-in-fact to make such corrections or additions to this Lease and the Related Documents and to file them of record.
- L. Counterparts. This Lease and any documents associated herewith may be executed by the Parties in any number of counterparts, each having the same validity and all of which shall constitute but one and the same such instrument.
- 17. <u>ADDENDUM</u>. This Lease contains an ADDENDUM TO OIL AND GAS LEASE between Lessor and Lessee which includes additional terms and conditions, which Addendum is attached hereto and incorporated herein by reference.

SIGNATURE AND NOTARY PAGES FOLLOW

(81999055.1)

IN WITNESS WHEREOF, the Parties, intending to be legally bound, have executed this Lease effective as of the Effective Date (whether executed by either Party on, before or after the Effective Date).

LESSOR: TIERRA OIL COMPANY, LLC

Name: W. Chris Barnhill

Title: President

Date: November 3, 2017

LESSEE: CNX GAS COMPANY LLC

Name: Michael L. Holiday Title: Assistant Vice-President

Date: November Ko , 2017

[NOTARY PAGE FOLLOWS]

### **ACKNOWLEDGMENTS**

STATE OF **COUNTY OF** 

The foregoing instrument was acknowledged before me on the 64h day of November, 2017 by W. Chris Barnhill, who acknowledged himself to be the President of Tierra Oil Company, LLC, and that he as such, being authorized to do so, executed the foregoing instrument on behalf of the company, in my said State.

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

(Notarial Seal)



Alue Goebel

NOTARY PUBLIC

My commission expires: March 15, 2020

### COMMONWEALTH OF PENNSYLVANIA COUNTY OF WASHINGTON

The foregoing instrument was acknowledged before me on the \_\_\_\_\_ day of Novaber\_, 2017 by Michael L. Holiday, who acknowledged himself to be the Assistant Vice-President of CNX Gas Company LLC, a Virginia limited liability company, and that he as such, being authorized to do so, executed the foregoing instrument on behalf of the company, in my said State.

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

(Notarial Seal)

COMMONWEALTH OF PENNSYLVANIA

**NOTARIAL SEAL** Casey Yantko, Notary Public Cecil Twp., Washington County My Commission Expires March 12. 2019

MEMBER. PENNSYLVANIA ASSOCIATION OF NOTARIES

My commission expires 3-12-2019

Prepared by/Return to: CNX Gas Company LLC, 1000 CONSOL Energy Drive, Canonsburg, PA 15317-6506

# Do Not Record ADDENDUM TO OIL AND GAS LEASE (PAID-UP LEASE – WEST VIRGINIA)

	Lease No.	8875
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This Addendum is attached to and made a part of that certain Oil and Gas Lease dated November 2, 2017, by and between Tierra Oil Company, LLC, as Lessor, and CNX GAS COMPANY LLC, a Virginia limited liability company, as Lessee (the "Lease"). Notwithstanding anything to the contrary in the Lease, this Addendum shall amend and control the Lease terms wherever in conflict and/or inconsistent with the Lease. This Addendum is an integral part of the Lease, and is incorporated into and made a part of the Lease. Capitalized terms used in this Addendum shall have the meaning as set forth in the Lease.

PUGH CLAUSE. At the end of the primary term, all acreage not included in a proration unit as designated by the West Virginia Oil Conservation division and all depths 100 feet below the deepest producing formation shall be automatically eliminated from this lease and revert to Lessor, unless Lessee is drilling a Well on the Leased Premises or on lands pooled therewith, in which event the lease will be held in its entirety as long as not more than one hundred twenty (120) days elapse between the completion of one well and the commencement of another. "Completion" shall be defined as (1) the date on which a dry hole is plugged or (2) the dated certified to the West Virginia Oil Conservation Division as the date a well has been completed as a producing well, whichever be appropriate.

COMMENCEMENT OF OPERATIONS. "Commencement" shall be defined as the date drilling operations are commenced on the Leased Premises or on lands pooled therewith with a drilling rig that has sufficient capability to reach the total depth of the well bore.

NO EXTENSION OF PRIMARY TERM. Lessee shall not have the option to extend the primary term as defined as the "Extension Option" in Section 3, and any provisions relating to said "Extension Option" are hereby stricken.

NO DEDUCTIONS. It is expressly agreed that all royalty to be paid hereunder shall be delivered to Lessor free of all costs of transportation, compression, processing, treatment, purification, dehydration, separation, stabilization, manufacturing, measuring or marketing the oil gas, or other hydrocarbons covered by this lease. In no event shall Lessor receive a price that is less than the price received by Lessee.

**PRODUCTION ROYALTY.** Lessee shall continue without interruption, to pay Lessor for all oil, gas or other hydrocarbons produced during any period of injection and/or extraction of extraneous substances. As defined in Section 4 B (ii).

SHUT-IN ROYALTIES. This lease shall not be maintained in force by payment of shut-in royalties for a period in excess of one (1) year for any one period and in the aggregate more than three (3) years. Shut-in royalty payments shall equal \$25.00 per net acre.

(B3066257.2)

DIVISION ORDERS. Lessee agrees that no division order shall constitute a valid amendment to this lease and Lessee further agrees that the execution of a division order or related document shall not be a prerequisite to the disbursement of royalties payable under this lease. Furthermore, within one hundred and twenty (120) days following the actual date of first sale of oil or gas from a well located on the leased premises or lands pooled therewith, Lessee shall pay, or cause to be paid to Lessor, such sums as shall have accrued to Lessor as royalty under this lease and thereafter such payment shall be made monthly without necessity of the execution by Lessor, or any other party, of a division order or transfer order.

Lessee agrees to protect, indemnify and hold harmless Lessor, its INDEMNIFICATION. officers, directors, agents and employees from every kind and character of liens, damages, losses, expenses, demands, claims and causes of action claimed by or arising in favor of any person, firm or corporation whatsoever, including without limitation, Lessee, its officers, directors, agents, employees and its contractors or subcontractors, or their officers, directors, agents and employees on account of personal injuries, death claims or damages to property or any persons arising from any causes whatsoever (including, but not limited to the pollution of air, water, land, minerals, animal and botanical life and any other natural resources and the violation or claimed violation of any and all federal, state and local laws, environmental or other, now in effect of which hereafter may become effective) caused by the operations on the leased premises or entrance onto the leased premises conducted by Lessee, its assignees, contractors, sub-contractors or other entities. Lessee, at its own expense, shall defend any suit or action brought against Lessor based on any such alleged injury, death or damage and Lessee shall pay all damages, costs and expenses, including attorney's fees in connection therewith or in any manner resulting therefrom. Lessor shall have the right to participate in said suit or action if it so elects, at Lessor's expense.

REPORTS. Within thirty (30) days of Lessee's receipt of Lessor's written request, Lessee agrees to furnish Lessor with copies (digital copies if available) of any and all reports filed with the appropriate governmental agency, as well as surveys.

**RECORDING.** Lessee shall furnish Lessor with a copy of a recorded lease within one hundred and twenty (120) days after the execution of this lease.

**POOLING/UNITIZATION RIGHTS.** Lessee's rights and obligations under this Article 7, shall, at all times, be in full compliance with the Pooling and Unitization Regulations provided by the State of West Virginia or other regulatory body.

NO WARRANTY OF TITLE. This lease is executed by Lessor without any warranties of title or otherwise, whether statutory, express or implied, and any warranty which may be implied by law is expressly disclaimed.

NO RIGHT OF FIRST REFUSAL TO LEASE. Lessor does not grant to Lessee the Right of First Refusal to lease the oil and/or gas covering all or part of the Leased Premises within the Primary Term of this Lease. As defined in Section 14.

**OPERATIONS.** All operations conducted by Lessee or its assigns pursuant to this lease shall be conducted at the sole risk and expense of Lessee in a proper and workmanlike manner and in accordance with all applicable laws and regulations of the constituted authorities.

(B3066257.2)

IN WITNESS WHEREOF, the parties hereto have executed this Addendum to Oil and Gas Lease as of the day and year first above written.

**LESSOR:** 

TIERRA OIL COMPANY, LLC

Name: W. Chris Barnhill

Title: President

LESSEE:

**CNX Gas Company LLC** 

Name: Michael L. Holiday

Title: Assistant Vice-President

### **ACKNOWLEDGEMENTS**

STATE OF /EXAS
COUNTY OF COMAL

The foregoing instrument was acknowledged before me on the day of November, 2017 by W. Chris Barnhill who acknowledged himself to be the President of Tierra Oil Company, LLC, and that he as such, being authorized to do so, executed the foregoing instrument on behalf of the company, in my said State.

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

(Notarial Seal)



Alce Sockel

NOTARY PUBLIC

My commission expires March 15, 2020

## COMMONWEALTH OF PENNSYLVANIA COUNTY OF WASHINGTON

The foregoing instrument was acknowledged before me on the 16th day of Novmbur, 2017 by Michael L. Holiday, who acknowledged himself to be the Assistant Vice-President of CNX Gas Company LLC, and that he, being authorized to do so, executed the foregoing instrument on behalf of the of the limited liability company.

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

(Notarial Seal)

COMMONWEALTH OF PENNSYLVANIA

NOTARIAL SEAL
Casey Yantko, Notary Public
Cecil Twp., Washington County
My Commission Expires March 12, 2019
MEMBER, PENNSYLVANIA ASSOCIATION OF NOTARIES

NOTARY PUBLIC

My commission expires 372-2019

### AMENDMENT AND RATIFICATION OF OIL AND GAS LEASE

THIS AMENDMENT AND RATIFICATION OF OIL AND GAS LEASE ("Lease Modification") made the day of lecenses, 2017, by and between Robert R. Riggle and Donna S. Riggle, husband and wife, with an address at 1702 Dry Ridge Road, Cameron, WV 26033 ("Lessor"), and COLUMBIA ENERGY VENTURES, LLC, a Delaware limited liability company, (f/k/a NiSource Energy Ventures, LLC), with an address of 1700 MacCorkle Avenue SE, Post Office Box 1273, Charleston, West Virginia 25325-1273 ("CEVCO"), COLUMBIA GAS TRANSMISSION, LLC, a Delaware limited liability company, with an address of 1700 MacCorkle Avenue SE, Post Office Box 1273, Charleston, West Virginia 25325-1273, as owner of the storage rights under the Lease (as defined below) ("Columbia", together with CEVCO, collectively "Lessee") and CNX GAS COMPANY LLC, a Virginia limited liability company, with an address of 1000 CONSOL Energy Drive, Canonsburg, Pennsylvania 15317 ("Sublessee").

WHEREAS, Lessor is the owner of a certain tract or parcel of land located in Webster District, in the County of Marshall, in State of West Virginia, containing 4.25 acres, more or less, being Property Tax Parcel Identification Number 15-5-34.1 ("Leased Property"), which is subject to that certain oil and gas lease, dated February 24, 1960, from Cecil Hartley and Edith Hartley, his wife, to The Manufacturers Light and Heat Company and recorded in the Office of the Recorder of Deeds of Marshall County, West Virginia in Deed Book 342, Page 59, including any amendments and ratifications thereto, being Lessee's Lease Number 19428 ("Lease");

WHEREAS, Lessee owns or controls the oil and gas under the Lease, which Lease is held by production and/or storage;

WHEREAS, Sublessee has acquired certain oil and gas production rights under the Lease in and to depths from the base of the Queenston shale (as seen by the September 5, 2006 Schlumberger GR/LDT/CNL Platform Express electric log from Fortuna Energy, Inc.'s Starvaggi #1 well (API 037-125-22278) located in Hanover Township, Washington County, Pennsylvania, at a depth of 10,530 ft KB) to the top of the Trenton limestone (as seen by the same well, at a depth of 10,856 ft KB) (the "Utica Formation") pursuant to that certain Oil & Gas Sublease Agreement dated December 29, 2014, as amended by that certain Oil & Gas Sublease Agreement dated April 30, 2015 (the "Sublease"), memoranda of which are recorded in the Office of the Recorder of Deeds of Greene County, Pennsylvania in Deed Book 477, Page 241 and Deed Book 480, Page 1972, respectively;

WHEREAS, the Leased Property, for purposes of this Lease Modification only, is limited to the Utica Formation which is hereinafter referred to as the "Leased Premises";

WHEREAS, Lessor and Sublessee, with the consent of Lessee, desire to amend and ratify the Lease, as to the Leased Premises, in accordance with the terms and conditions herein set forth.

NOW THEREFORE, in consideration of the Leased Premises and the sum of Ten Dollars (\$10.00) paid to Lessor and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and of the covenants hereinafter contained, Lessor and Sublessee (with the consent of Lessee) hereby amend and modify the Lease, as to the Leased Premises, as follows:

The Lease, as to the Leased Premises, is amended to include the following provisions:

Lessor grants Sublessee the right but not the obligation to pool, unitize or combine into separate drilling or production unit(s) or pool(s), the Leased Premises, or any part thereof, with other lands, leases, pool(s), unit(s) or interests, whether before or after drilling, or whether contiguous, held by Sublessee or others, when in Sublessee's judgment it is necessary or advisable to create such pools/units. Subject to any other contractual limitations, any such pool shall not exceed 1280 acres, provided however, that larger pools may be created to conform to any well spacing or unit pattern prescribed by any governmental authority or to meet industry standards. Pooling in one or more instances shall not exhaust Sublessee's pooling rights hereunder, and Sublessee shall have the recurring right but not the obligation to revise in any manner and at any time the size, shape, or conditions of operation of any pool(s)/unit(s) formed by expansion or contraction or both, including the drilling of multiple wells or legs within said pool/unit. Said pooling rights may be exercised through any type of wells or combination of any drilling or recovery techniques, whether now known or developed in the future. Sublessee may create contiguous pools/units, which pools/units utilize the same surface pads and facilities. Within a reasonable time after the creation or revision of pools/units hereunder by Sublessee, Sublessee shall file of record a written declaration describing the pool/unit or revised pool/unit and stating the effective date of creation or revision of the pool/unit.

Any operations, production, drilling, or reworking anywhere on a pool/unit that includes all or any part of the Leased Premises shall be treated for all purposes of the Lease (except for the determination of production for the calculation any royalties to be paid to Lessor and of free gas) as if said activities were conducted on or well(s) or legs were located on the Leased Premises whether or not the above activities, well(s) or legs were on the Leased Premises.

If Sublessee exercises its pooling rights, then production for calculating Lessor's royalty, including any Shut-In (as defined below) royalty under the Lease, shall be adjusted based on any method determined by Sublessee in good faith, including without

limitation, utilizing the proportion that the Leased Premises acreage in the pool/unit bears to the total acreage in the pool/unit. If any revisions occur to the pool/unit, to the extent any portion of the Leased Premises is included in or excluded from the pool/unit, the proportion of pool/unit production on which royalties are payable to Lessor shall thereafter be adjusted accordingly. Notwithstanding anything contained in the Lease to the contrary, when any portion of the Leased Premises are committed to a pool/unit, the Lease, with respect to such portion of the Leased Premises, shall be subject to the terms and conditions of the pool/unit order or declaration, including any formula prescribed therein for the allocation of production/royalty from a pool/unit.

Neither any pooling nor provisions hereof shall operate as a transfer to title of any interest in the Leased Premises.

At any time the pool is not being operated as aforesaid, the declaration of pooling may be surrendered and canceled of record. Such cancellation or surrender shall not cause a surrender or cancellation of the Lease.

2. Royalty. For wells drilled on the Lease after the Effective Date (as defined below), Sublessee covenants to pay Lessor, proportionate to Lessor's percentage of ownership, a royalty equal to Eighteen percent (18%) of the Gross Proceeds (as defined below) for oil, gas and the constituents thereof owned by Lessor and produced and sold from the Leased Premises or any unit by Sublessee, subject to adjustments due to pooling or to Shut-In (as defined below), as applicable ("Production Royalty"). "Gross Proceeds" shall mean the actual average gross price received by Sublessee for gas and the constituents thereof owned by Lessor and produced and sold from either the Leased Premises or the Leased Premises and lands that are pooled/unitized therewith ("Sales **Price**") without deduction, directly or indirectly, for the cost of producing, gathering, subjection (without any input from Lessee), the volumes, and/or Sales Price may be determined on an allocated well, field-wide or unit-wide basis, or other reasonable and prudent determination by Subjects (without any input from Lessee) of the volume and value of the gas and its constituents produced and sold from the Leased Premises or lands pooled/unitized the Royalty will be paid on used, lost or working the produced and volume of natural contractions. volume of natural gas liquids or other byproducts or constituents contained in the leased minerals. Sublessee covenants to pay the Production Royalty monthly to Lessor no later than the last day of the third (3<sup>rd</sup>) calendar month following the calendar month in which production occurred; provided, however, that Sublessee, at its discretion, may withhold any payments until the total due Lessor equals or exceeds One Hundred Dollars (\$100.00). All payments shall be deemed to be made when sent by first class mail, postage pre-paid.

- 3. Shut-In. For wells drilled on the Lease after the Effective Date (as defined below), Sublessee shall have the right to elect at any time, and from time to time to interrupt or not to market, produce or sell the production from any well that is capable of producing the leased minerals in commercial quantities on the Leased Premises or lands pooled/unitized therewith ("Shut-In"); provided that the determinations, timing and procedures for any such shut-in shall comply with the laws of the state in which the Leased Premises are located. A well shall be considered to be Shut-In whenever the valves are closed and production at a well capable of producing in commercial quantities is temporarily halted to repair or clean the well, to allow reservoir pressure to build, or for lack of market. Sublessee shall be under no obligation whatsoever to produce or market any leased minerals from any such Shut-In well and Sublessee shall pay a Shut-In royalty as a substitute for the Production Royalty. If a Shut-In occurs, any Shut-In well shall nonetheless be deemed to be a commercially producing well and shall serve to maintain the Lease in full force and effect. During Shut-In. Sublessee shall have the right to rework, stimulate, or deepen any well on the Leased Premises or any lands pooled/unitized therewith or to drill a new well on the Leased Premises or any lands pooled/unitized therewith in an effort to re-establish production, whether from an original producing formation or from a different formation. If the production from the only producing well on the Leased Premises or any lands pooled/unitized therewith is interrupted for a period of less than ninety (90) consecutive days, the Lease shall remain in full force and effect without payment of Production Royalty or Shut-In royalty. If a well is Shut-In for a period of ninety (90) consecutive days or longer, and there is no other producing well on the Leased Premises or any lands pooled/unitized therewith and no Force Majeure (as defined below) exists, a Shut-In royalty shall thereafter accrue at the rate of Five Dollars (\$5.00) per net acre per year for an oil or gas well. Shut-In royalties shall be payable twelve (12) months following the time such well is Shut-In and annually thereafter until such time as production is re-established (or Sublessee surrenders the Lease), subject to proration for any partial year that a well resumes actual production. The word "well" as used in this Paragraph expressly excludes storage wells.
- 4. Force Majeure. If any activity or operation permitted or required hereunder, or the performance by Sublessee of any covenant, agreement or requirement, is delayed or interrupted, directly or indirectly, by reason of a Force Majeure, the Lease shall not terminate because of such interruption or delay, and at Sublessee's option, the period of such interruption or delay shall be added to the term hereof; and the Lease shall automatically be extended during such period of Force Majeure. Sublessee shall not be liable to Lessor for failure to perform any operations, or failure to produce any leased minerals, or failure to perform any other covenant, agreement or requirement of the Lease, whether express or implied, during such period of Force Majeure. Sublessee shall be relieved from all obligations under the Lease during the continuance of such Force Majeure, except for the obligation to pay Production Royalties due for leased

minerals owned by Lessor and produced and sold prior to the commencement of such Force Majeure. "Force Majeure" means any one or more of the following: any past or future law, act, order, rules, regulation or requirement of the Government of the United States or any state or other governmental body, or any agency, officer, representative or authority of any of them, or because of delay or inability to get access or easement, or war, sabotage, rebellion, insurrection, riot, armed hostilities, failure of purchasers or carriers to take or transport such production, inability to obtain necessary permits, authorizations, services, water, electricity, fuel, governmental moratoriums, or adverse weather conditions, or delays or interruptions due to any coal, stone, or other mining or drilling or related activities, or inability to obtain a satisfactory market for production, or drilling operations or production is interrupted by civil action initiated by any interested party, whether arising from the Lease, this Lease Modification or otherwise with respect to the Leased Premises, act of God, labor disturbance, strike, civil disturbance, shortage of equipment or materials, fire, explosion, or flood, or any other event beyond the control of Sublessee, including interruptions caused by the acts of third parties over whom Sublessee has no control or regulatory delays associated with any approval process required for conducting operations.

- 5. Sublease. Lessee is consenting to the modifications to the Lease contained herein and agrees that Sublessee's rights and obligations with respect to the Lease and Lessor (as described in the Sublease), are subject to the modifications contained herein and such modifications shall be binding on any successors or assigns of the parties hereto of either the Lease or the Sublease. Lessor acknowledges the existence of the Sublease and agrees that Sublessee (and its successors and assigns) shall have privity of contract with Lessor (and its successors and assigns) with respect to the terms of this Lease Modification and Sublessee shall have the right to enforce the terms of this Lease Modification and the terms of the Lease that are amended by this Lease Modification directly against Lessor (and its successors and assigns).
- 6. Lessee Disclaimer. Lessee joins in this Lease Modification for the purpose of consenting to an agreement reached between Lessor and Sublessee related to the Lease. Lessee has not made any independent determination of whether the Lessor parties to this Lease Modification are, in fact, the parties vested with the interests claimed or the parties entitled to any payments hereunder. Lessee's consent by executing this Lease Modification shall not be used as proof of knowledge of Lessee of vesting, ownership, entitlement, etc. as to the Lessor named herein. Lessor agrees, as evidenced by its/their signatures hereon, that this Lease Modification is enforceable against Lessor and does modify the Lease, however Lessor will look solely to Sublessee for payments, obligations and/or any covenants under this Lease Modification, and further agrees that it/they will have no claim against Lessee for any cause of action, whether in law or in equity, arising hereunder.

- 7. Ratification. Except as otherwise expressly amended by this Lease Modification, Lessor acknowledges and agrees that the Lease and all terms and provisions therein are in full force and effect and the Lease, as amended hereby, is ratified, approved and confirmed in all respects, including but not limited to all actions and payments made by Sublessee.
- 8. Successors and Assigns. The terms, conditions, limitations and covenants of the Lease and this Lease Modification shall be binding upon, and shall inure to the benefit of, the parties hereto and their respective heirs, personal representatives, sublessees, successors and assigns.
- 9. Severability. In the event any term or provision of this Lease Modification shall be declared invalid, void or unenforceable it shall not affect the validity of any other term or provision hereof, all of which shall remain valid, binding and enforceable.
- 10. Amendments. No amendment or waiver of any provisions of this Lease Modification shall be effective unless in writing and signed by the parties hereto.
- 11. Entire Agreement. This Lease Modification contains the entire agreement of the parties with respect to the matters contained herein and all prior agreements and understandings of any kind or nature, relative to this Lease Modification, are hereby superseded.
- 12. Recitals. The recitals to this Lease Modification are incorporated herein and, by this reference, made a substantive part hereof.
- 14. Counterparts. This Lease and any documents associated herewith may be executed by the Parties in any number of counterparts, each having the same validity and all of which shall constitute but one and the same such instrument.

See addendum attached hereto and made a part hereof

(Signature and Acknowledgment pages to follow)

### Witness the following signatures and seals the day and year first above written

Witness:	Lessor:
	Name: Robert R. Riggle
	Name: Donna S. Riggle

### **ACKNOWLEDGMENT**

[Individual Lessor]
STATE OF WEST VIRGINIA
COUNTY OF MARSHALL

The foregoing instrument was acknowledged before me on the 2 day of 1 day of 2017 by Robert R. Riggle and Donna S. Riggle, whose names are signed hereto, in my said State.

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

(Notarial Seal)

NOTARY PUBLIC

My commission expires \_\_\_\_

JM18,2000

Witness:	Lessee: COLUMBIA ENERGY VENTURES, LLC
	By:
	Name:
	Its:
AC [Lessee] STATE/COMMONWEALTH OF	CKNOWLEDGMENT
COUNTY OF	<del>-</del>
2017 by of <b>Columbia</b>	who acknowledged himself/herself to be the Energy Ventures, LLC, a Delaware limited liability and authorized to do so, executed the foregoing instrument my hand and official seal.
	NOTARY PUBLIC

Witness:	Lessee: COLUMBIA GAS TRANSMISSION, LLC
	Ву:
	Name:
[Lessee] STATE/COMMONWEALTH OF COUNTY OF	
2017 by	s acknowledged before me on the day of who acknowledged himself/herself to be the
of Columbia	Gas Transmission, LLC, a Delaware limited liability eing authorized to do so, executed the foregoing instrument
In witness hereof, I hereunto (Notarial Seal)	set my hand and official seal.
	NOTARY PUBLIC

Witness:	Sublessee: CNX GAS COMPANY LLC
	Ву:
	Name:
	Its:
[Sublessee]	
COMMONWEALTH OF PENI	NSYLVANIA
COUNTY OF WASHINGTON	
The foregoing instrumer	nt was acknowledged before me on the day of,
	who acknowledged himself/herself to be the
	Gas Company LLC, a Virginia limited liability company, and
that he/she as such, being author	rized to do so, executed the foregoing instrument on behalf of the
company.	
In witness hereof, I here (Notarial Seal)	unto set my hand and official seal.
	NOTARY PUBLIC

#### <u>ADDENDUM</u>

Attached to and made a part of that certain Amendment and Ratification of Oil and Gas Lease dated December 2, 2017, by and between Robert R. Riggle and Donna S. Riggle, husband and wife, whose address is 1702 Dry Ridge Road, Cameron, WV 26033 ("Lessor"), and COLUMBIA ENERGY VENTURES, LLC, a Delaware limited liability company, (fk/a NiSource Energy Ventures, LLC), with an address of 1700 MacCorkle Avenue SE, Post Office Box 1273, Charleston, West Virginia 25325-1273 ("CEVCO"), COLUMBIA GAS TRANSMISSION, LLC, a Delaware limited liability company, with an address of 1700 MacCorkle Avenue SE, Post Office Box 1273, Charleston, West Virginia 25325-1273, as owner of the storage rights under the Lease (as defined below) ("Columbia", together with CEVCO, collectively "Lessee") and CNX GAS COMPANY LLC, a Virginia limited liability company, with an address of 1000 CONSOL Energy Drive, Canonsburg, Pennsylvania 15317.

NOW THEREFORE, in addition to provisions previously set forth in the attached Amendment and Ratification of Oil and Gas Lease to which this Addendum is attached, it is hereby further agreed that:

- 1. <u>No Use of Surface Water</u>: Sublessee shall not use water from Lessor's wells, ponds, lakes, or reservoirs located upon the Leased Premises, and there shall be no discharge of any water onto Lessor's property without the written consent of Lessor.
- 2. Gas Storage: Notwithstanding anything to the contrary contained in the Lease, Sublessee is not granted any right whatsoever to use the leasehold, or any portion thereof, for gas storage purposes. If Lessor wishes to enter into an agreement regarding gas storage using the leased premises with a third party, Lessor shall first give Sublessee written notice of the identity of the third party, the price or the consideration for which the third party is prepared to offer, the effective date and closing date of the transaction and any other information respecting the transaction which Sublessee believes would be material to the exercise of the offering. Lessor does hereby grant Sublessee the first option and right to purchase the gas storage rights by matching and tendering to the Lessor any third party's offering. Nothing in the paragraph requires Lessor to give or sell such storage rights.
- 3. Warranty of Title: It is understood that Lessor warrants title to said property only in respects that the title is good to the best of Lessor's knowledge and Sublessee agrees that no claims will be made against Lessor pertaining to warranty of title.
- 4. <u>Disposal Wells</u>: Notwithstanding anything to the contrary contained in the lease, Sublessee is not granted any right whatsoever to use the leasehold, or any portion thereof, for construction and/or operation of any disposal well or water disposal facilities.

<u>Surface Use</u>: Sublessee agrees that, without a separate agreement, Sublessee shall not have the right to use in any manner the surface of Lessor's property including but not limited to the right to drill wells, construct pipelines, and/or install any other facilities including the construction of sledge and/or water ponds, and access roads on the surface of the Leased Premises.

Ad Valorem Tax: Sublessee agrees to pay 84% of any increase in ad valorem taxes attributable to, or resulting from, the assessment of oil and gas due to production from the leased premises.

<u>Depth Restriction (Utica)</u>: The Leased Premises shall now include those strata and formations lying two hundred (200) feet above to two hundred (200) feet below the formation commonly known as the Utica- Point Pleasant formation, or the stratigraphic equivalent thereof. Lessee shall have the right to drill through any other formation to access the leased formations herein.

This Addendum shall not affect the terms and conditions set out in the Amendment and Ratification of Oil and Gas lease to which this instrument is attached except as specifically set forth herein.

Witness the following signatures and seals the day and year first above written

Witness:	Lessor:
	Rest R. Riggle
	Name: Donna S. Riggle

#### **ACKNOWLEDGMENT**

[Individual Lessor]
STATE OF WEST VIRGINIA
COUNTY OF MARSHALL

The foregoing instrument was acknowledged before me on the 15th day of January, 2018 by Robert R. Riggle and Donna S. Riggle, whose names are signed hereto, in my said State.

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

(Notarial Seal)

NOTARY PUBLIC

OFFICIAL SEAL
NOTARY PUBLIC
STATE OF WEST VIRGINIA
ERIC M. GORDON
514 7th St.
Moundsville, WV 28041
My Commission Expires January 18, 2022

Witness:	Lessee: COLUMBIA ENERGY VENTURES, LLC
	Ву:
	Name:
[Lessee]	CKNOWLEDGMENT
STATE/COMMONWEALTH OF COUNTY OF	
2017 by of <b>Columbia</b>	who acknowledged himself/herself to be the  Energy Ventures, LLC, a Delaware limited liability  To cut herized to do so, executed the foregoing instrument
on behalf of the company.  In witness hereof, I hereunto so (Notarial Seal)	ing authorized to do so, executed the foregoing instrument et my hand and official seal.
	NOTARY PURIC

Witness:	Lessee: COLUMBIA GAS TRANSMISSION, LLC
	<del></del>
	By:
	Name: Its:
[Lessee] STATE/COMMONWEALTH COUNTY OF	I OF
2017 by	ent was acknowledged before me on the day of who acknowledged himself/herself to be the
of Col	lumbia Gas Transmission, LLC, a Delaware limited liability
company, and that he/she as s on behalf of the company.	such, being authorized to do so, executed the foregoing instrument
	reunto set my hand and official seal.
	NOTARY PUBLIC

Witness:	Sublessee: CNX GAS COMPANY LLC
	Ву:
	Name: Its:
[Sublessee] COMMONWEALTH OF PENT COUNTY OF WASHINGTON	
	nt was acknowledged before me on the day of,
2017 by of CNX	who acknowledged himself/herself to be the Gas Company LLC, a Virginia limited liability company, and
	orized to do so, executed the foregoing instrument on behalf of the
	eunto set my hand and official seal.
	NOTARY PUBLIC

# AMENDMENT AND RATIFICATION OF OIL AND GAS LEASE

WHEREAS, Lessor is the owner of a certain tract or parcel of land located in Webster District, in the County of Marshall, in State of West Virginia, containing 5.935 acres, more or less, being Property Tax Parcel Identification Number 15-5-33 ("Leased Property"), which is subject to that certain oil and gas lease, dated June 5, 1961, from Ada A. Church, a widow, to The Manufacturers Light and Heat Company and recorded in the Office of the Recorder of Deeds of Marshall County, West Virginia in Deed Book 342, Page 437, including any amendments and ratifications thereto.

WHEREAS, Lessee owns or controls the oil and gas under the Lease, which Lease is held by production and/or storage;

WHEREAS, Sublessee has acquired certain oil and gas production rights under the Lease in and to depths from the base of the Queenston shale (as seen by the September 5, 2006 Schlumberger GR/LDT/CNL Platform Express electric log from Fortuna Energy, Inc.'s Starvaggi #1 well (API 037-125-22278) located in Hanover Township, Washington County, Pennsylvania, at a depth of 10,530 ft KB) to the top of the Trenton limestone (as seen by the same well, at a depth of 10,856 ft KB) (the "Utica Formation") pursuant to that certain Oil & Gas Sublease Agreement dated December 29, 2014, as amended by that certain Oil & Gas Sublease Agreement dated April 30, 2015 (the "Sublease"), memoranda of which are recorded in the Office of the Recorder of Deeds of Greene County, Pennsylvania in Deed Book 477, Page 241 and Deed Book 480, Page 1972, respectively;

WHEREAS, the Leased Property, for purposes of this Lease Modification only, is limited to the Utica Formation which is hereinafter referred to as the "Leased Premises";

WHEREAS, Lessor and Sublessee, with the consent of Lessee, desire to amend and ratify the Lease, as to the Leased Premises, in accordance with the terms and conditions herein set forth.

NOW THEREFORE, in consideration of the Leased Premises and the sum of Ten Dollars (\$10.00) paid to Lessor and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and of the covenants hereinafter contained, Lessor and Sublessee (with the consent of Lessee) hereby amend and modify the Lease, as to the Leased Premises, as follows:

The Lease, as to the Leased Premises, is amended to include the following provisions:

1. Pooling. Lessor grants Sublessee the right but not the obligation to pool, unitize or combine into separate drilling or production unit(s) or pool(s), the Leased Premises, or any part thereof, with other lands, leases, pool(s), unit(s) or interests, whether before or after drilling, or whether contiguous, held by Sublessee or others, when in Sublessee's judgment it is necessary or advisable to create such pools/units. Subject to any other contractual limitations, any such pool shall not exceed 1280 acres, provided however, that larger pools may be created to conform to any well spacing or unit pattern prescribed by any governmental authority or to meet industry standards. Pooling in one or more instances shall not exhaust Sublessee's pooling rights hereunder, and Sublessee shall have the recurring right but not the obligation to revise in any manner and at any time the size, shape, or conditions of operation of any pool(s)/unit(s) formed by expansion or contraction or both, including the drilling of multiple wells or legs within said pool/unit. Said pooling rights may be exercised through any type of wells or combination of any drilling or recovery techniques, whether now known or developed in the future. Sublessee may create contiguous pools/units, which pools/units utilize the same surface pads and facilities. Within a reasonable time after the creation or revision of pools/units hereunder by Sublessee, Sublessee shall file of record a written declaration describing the pool/unit or revised pool/unit and stating the effective date of creation or revision of the pool/unit.

Any operations, production, drilling, or reworking anywhere on a pool/unit that includes all or any part of the Leased Premises shall be treated for all purposes of the Lease (except for the determination of production for the calculation any royalties to be paid to Lessor and of free gas) as if said activities were conducted on or well(s) or legs were located on the Leased Premises whether or not the above activities, well(s) or legs were on the Leased Premises.

If Sublessee exercises its pooling rights, then production for calculating Lessor's royalty, including any Shut-In (as defined below) royalty under the Lease, shall be adjusted based on any method determined by Sublessee in good faith, including without limitation, utilizing the proportion that the Leased Premises acreage in the pool/unit

bears to the total acreage in the pool/unit. If any revisions occur to the pool/unit, to the extent any portion of the Leased Premises is included in or excluded from the pool/unit, the proportion of pool/unit production on which royalties are payable to Lessor shall thereafter be adjusted accordingly. Notwithstanding anything contained in the Lease to the contrary, when any portion of the Leased Premises are committed to a pool/unit, the Lease, with respect to such portion of the Leased Premises, shall be subject to the terms and conditions of the pool/unit order or declaration, including any formula prescribed therein for the allocation of production/royalty from a pool/unit.

Neither any pooling nor provisions hereof shall operate as a transfer to title of any interest in the Leased Premises.

At any time the pool is not being operated as aforesaid, the declaration of pooling may be surrendered and canceled of record. Such cancellation or surrender shall not cause a surrender or cancellation of the Lease.

2. Royalty. For wells drilled on the Lease after the Effective Date (as defined below), Sublessee covenants to pay Lessor, proportionate to Lessor's percentage of ownership, a royalty equal to Eighteen percent (18%) of the Gross Proceeds (as defined below) for oil, gas and the constituents thereof owned by Lessor and produced and sold from the Leased Premises or any unit by Sublessee, subject to adjustments due to pooling or to Shut-In (as defined below), as applicable ("Production Royalty"). "Gross Proceeds" shall mean the actual average gross price received by Sublessee for gas and the constituents thereof owned by Lessor and produced and sold from either the Leased Premises or the Leased Premises and lands that are pooled/unitized therewith ("Sales Price") without deduction, directly or indirectly, for the cost of producing, gathering, storing, separating, treating, dehydrating, compressing, processing, transporting, and marketing the oil, gas, and other products produced hereunder to transform the product into marketable form. At Sublessee's election (without any input from Lessee), the volumes, and/or Sales Price may be determined on an allocated well, field wide or unitwide basis, or other reasonable and prudent determination by Sublesses (without any input from Lessee) of the volume and value of the gas and its constituents produced and sold from the Leased Premises or lands pooled/unitized therewith. No Production Royalty will be paid on used, lost or unaccounted for leased minerals or on the value or volume of natural gas liquids or other byproducts or constituents contained in the leased minerals. Sublessee covenants to pay the Production Royalty monthly to Lessor no later than the last day of the third (3<sup>rd</sup>) calendar month following the calendar month in which production occurred; provided, however, that Sublessee, at its discretion, may withhold any payments until the total due Lessor equals or exceeds One Hundred Dollars (\$100.00). All payments shall be deemed to be made when sent by first class mail, postage pre-paid.

RRR 12/21

- 3. Shut-In. For wells drilled on the Lease after the Effective Date (as defined below), Sublessee shall have the right to elect at any time, and from time to time to interrupt or not to market, produce or sell the production from any well that is capable of producing the leased minerals in commercial quantities on the Leased Premises or lands pooled/unitized therewith ("Shut-In"); provided that the determinations, timing and procedures for any such shut-in shall comply with the laws of the state in which the Leased Premises are located. A well shall be considered to be Shut-In whenever the valves are closed and production at a well capable of producing in commercial quantities is temporarily halted to repair or clean the well, to allow reservoir pressure to build, or for lack of market. Sublessee shall be under no obligation whatsoever to produce or market any leased minerals from any such Shut-In well and Sublessee shall pay a Shut-In royalty as a substitute for the Production Royalty. If a Shut-In occurs, any Shut-In well shall nonetheless be deemed to be a commercially producing well and shall serve to maintain the Lease in full force and effect. During Shut-In, Sublessee shall have the right to rework, stimulate, or deepen any well on the Leased Premises or any lands pooled/unitized therewith or to drill a new well on the Leased Premises or any lands pooled/unitized therewith in an effort to re-establish production, whether from an original producing formation or from a different formation. If the production from the only producing well on the Leased Premises or any lands pooled/unitized therewith is interrupted for a period of less than ninety (90) consecutive days, the Lease shall remain in full force and effect without payment of Production Royalty or Shut-In royalty. If a well is Shut-In for a period of ninety (90) consecutive days or longer, and there is no other producing well on the Leased Premises or any lands pooled/unitized therewith and no Force Majeure (as defined below) exists, a Shut-In royalty shall thereafter accrue at the rate of Five Dollars (\$5.00) per net acre per year for an oil or gas well. Shut-In royalties shall be payable twelve (12) months following the time such well is Shut-In and annually thereafter until such time as production is re-established (or Sublessee surrenders the Lease), subject to proration for any partial year that a well resumes actual production. The word "well" as used in this Paragraph expressly excludes storage wells.
- 4. Force Majeure. If any activity or operation permitted or required hereunder, or the performance by Sublessee of any covenant, agreement or requirement, is delayed or interrupted, directly or indirectly, by reason of a Force Majeure, the Lease shall not terminate because of such interruption or delay, and at Sublessee's option, the period of such interruption or delay shall be added to the term hereof; and the Lease shall automatically be extended during such period of Force Majeure. Sublessee shall not be liable to Lessor for failure to perform any operations, or failure to produce any leased minerals, or failure to perform any other covenant, agreement or requirement of the Lease, whether express or implied, during such period of Force Majeure. Sublessee shall be relieved from all obligations under the Lease during the continuance of such Force Majeure, except for the obligation to pay Production Royalties due for leased minerals owned by Lessor and produced and sold prior to the commencement of such Force Majeure. "Force Majeure" means any one or more of the following: any past or

future law, act, order, rules, regulation or requirement of the Government of the United States or any state or other governmental body, or any agency, officer, representative or authority of any of them, or because of delay or inability to get access or easement, or war, sabotage, rebellion, insurrection, riot, armed hostilities, failure of purchasers or carriers to take or transport such production, inability to obtain necessary permits, authorizations, services, water, electricity, fuel, governmental moratoriums, or adverse weather conditions, or delays or interruptions due to any coal, stone, or other mining or drilling or related activities, or inability to obtain a satisfactory market for production, or drilling operations or production is interrupted by civil action initiated by any interested party, whether arising from the Lease, this Lease Modification or otherwise with respect to the Leased Premises, act of God, labor disturbance, strike, civil disturbance, shortage of equipment or materials, fire, explosion, or flood, or any other event beyond the control of Sublessee, including interruptions caused by the acts of third parties over whom Sublessee has no control or regulatory delays associated with any approval process required for conducting operations.

- 5. Sublease. Lessee is consenting to the modifications to the Lease contained herein and agrees that Sublessee's rights and obligations with respect to the Lease and Lessor (as described in the Sublease), are subject to the modifications contained herein and such modifications shall be binding on any successors or assigns of the parties hereto of either the Lease or the Sublease. Lessor acknowledges the existence of the Sublease and agrees that Sublessee (and its successors and assigns) shall have privity of contract with Lessor (and its successors and assigns) with respect to the terms of this Lease Modification and Sublessee shall have the right to enforce the terms of this Lease Modification and the terms of the Lease that are amended by this Lease Modification directly against Lessor (and its successors and assigns).
- 6. Lessee Disclaimer. Lessee joins in this Lease Modification for the purpose of consenting to an agreement reached between Lessor and Sublessee related to the Lease. Lessee has not made any independent determination of whether the Lessor parties to this Lease Modification are, in fact, the parties vested with the interests claimed or the parties entitled to any payments hereunder. Lessee's consent by executing this Lease Modification shall not be used as proof of knowledge of Lessee of vesting, ownership, entitlement, etc. as to the Lessor named herein. Lessor agrees, as evidenced by its/their signatures hereon, that this Lease Modification is enforceable against Lessor and does modify the Lease, however Lessor will look solely to Sublessee for payments, obligations and/or any covenants under this Lease Modification, and further agrees that it/they will have no claim against Lessee for any cause of action, whether in law or in equity, arising hereunder.
- 7. Ratification. Except as otherwise expressly amended by this Lease Modification, Lessor acknowledges and agrees that the Lease and all terms and provisions therein are

in full force and effect and the Lease, as amended hereby, is ratified, approved and confirmed in all respects, including but not limited to all actions and payments made by Sublessee.

- 8. Successors and Assigns. The terms, conditions, limitations and covenants of the Lease and this Lease Modification shall be binding upon, and shall inure to the benefit of, the parties hereto and their respective heirs, personal representatives, sublessees, successors and assigns.
- 9. Severability. In the event any term or provision of this Lease Modification shall be declared invalid, void or unenforceable it shall not affect the validity of any other term or provision hereof, all of which shall remain valid, binding and enforceable.
- 10. Amendments. No amendment or waiver of any provisions of this Lease Modification shall be effective unless in writing and signed by the parties hereto.
- 11. Entire Agreement. This Lease Modification contains the entire agreement of the parties with respect to the matters contained herein and all prior agreements and understandings of any kind or nature, relative to this Lease Modification, are hereby superseded.
- 12. Recitals. The recitals to this Lease Modification are incorporated herein and, by this reference, made a substantive part hereof.
- 14. Counterparts. This Lease and any documents associated herewith may be executed by the Parties in any number of counterparts, each having the same validity and all of which shall constitute but one and the same such instrument.

See addendum attached hereto and made a part hereof

(Signature and Acknowledgment pages to follow)

Witness the following signatures and seals the day and year first above written

Witness:	Lessor:
	Name: Robert R. Riggle
	Name: Donna S. Riggle

#### **ACKNOWLEDGMENT**

[Individual Lessor]
STATE OF WEST VIRGINIA
COUNTY OF MARSHALL

The foregoing instrument was acknowledged before me on the 2017 by Robert R. Riggle and Donna S. Riggle, whose names are signed hereto, in my said State.

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

(Notarial Seal)

OFFICIAL SEAL
NOTARY PUBLIC
STATE OF WEST VIRGINIA
ERIC M. GORDON
514 7th St.
Moundsville, WV 26041
My Commission Expires January 18, 2022

**NOTARY PUBLIC** 

My commission expires Ja 18, 2022

Witness:	Lessee: COLUMBIA ENERGY VENTURES, LLC
	Ву:
	Name: Its:
AC	KNOWLEDGMENT
[Lessee] STATE/COMMONWEALTH OF COUNTY OF	
The foregoing instrument was a	cknowledged before me on the day of who acknowledged himself/herself to be the
of Columbia	Energy Ventures, LLC, a Delaware limited liability and authorized to do so, executed the foregoing instrumen
	NOTARY PUBLIC

Witness:	Lessee: COLUMBIA GAS TRANSMISSION, LLC
	Ву:
	Name: Its:
[Lessee] STATE/COMMONWEALTH COUNTY OF	OF
2017 by	ent was acknowledged before me on the day of who acknowledged himself/herself to be the umbia Gas Transmission, LLC, a Delaware limited liability
company, and that he/she as s on behalf of the company.	uch, being authorized to do so, executed the foregoing instrument
	NOTARY PUBLIC

Witness:	Sublessee: CNX GAS COMPANY LLC
	By:
	Name:
[Sublessee] COMMONWEALTH OF PENNSYI COUNTY OF WASHINGTON	LVANIA
	s acknowledged before me on the day of
2017 by	who acknowledged himself/herself to be the Company LLC, a Virginia limited liability company, and
	to do so, executed the foregoing instrument on behalf of the
In witness hereof, I hereunto a (Notarial Seal)	set my hand and official seal.
	NOTARY DURI IC

#### **ADDENDUM**

Attached to and made a part of that certain Amendment and Ratification of Oil and Gas Lease dated December 2, 2017, by and between Robert R. Riggle and Donna S. Riggle, his wife, whose address is 1702 Dry Ridge Road, Cameron, WV 26033 ("Lessor"), and COLUMBIA ENERGY VENTURES, LLC, a Delaware limited liability company, (f/k/a NiSource Energy Ventures, LLC), with an address of 1700 MacCorkle Avenue SE, Post Office Box 1273, Charleston, West Virginia 25325-1273 ("CEVCO"), COLUMBIA GAS TRANSMISSION, LLC, a Delaware limited liability company, with an address of 1700 MacCorkle Avenue SE, Post Office Box 1273, Charleston, West Virginia 25325-1273, as owner of the storage rights under the Lease (as defined below) ("Columbia", together with CEVCO, collectively "Lessee") and CNX GAS COMPANY LLC, a Virginia limited liability company, with an address of 1000 CONSOL Energy Drive, Canonsburg, Pennsylvania 15317.

NOW THEREFORE, in addition to provisions previously set forth in the attached Amendment and Ratification of Oil and Gas Lease to which this Addendum is attached, it is hereby further agreed that:

No Use of Surface Water: Sublessee shall not use water from Lessor's wells, ponds, lakes, or reservoirs located upon the Leased Premises, and there shall be no discharge of any water onto Lessor's property without the written consent of Lessor.

Gas Storage: Notwithstanding anything to the contrary contained in the Lease, Sublessee is not granted any right whatsoever to use the leasehold, or any portion thereof, for gas storage purposes. If Lessor wishes to enter into an agreement regarding gas storage using the leased premises with a third party, Lessor shall first give Sublessee written notice of the identity of the third party, the price or the consideration for which the third party is prepared to offer, the effective date and closing date of the transaction and any other information respecting the transaction which Sublessee believes would be material to the exercise of the offering. Lessor does hereby grant Sublessee the first option and right to purchase the gas storage rights by matching and tendering to the Lessor any third party's offering. Nothing in the paragraph requires Lessor to give or sell such storage rights.

<u>Warranty of Title</u>: It is understood that Lessor warrants title to said property only in respects that the title is good to the best of Lessor's knowledge and Sublessee agrees that no claims will be made against Lessor pertaining to warranty of title.

<u>Disposal Wells</u>: Notwithstanding anything to the contrary contained in the lease, Sublessee is not granted any right whatsoever to use the leasehold, or any portion thereof, for construction and/or operation of any disposal well or water disposal facilities.

<u>Surface Use</u>: Sublessee agrees that, without a separate agreement, Sublessee shall not have the right to use in any manner the surface of Lessor's property including but not limited to the

right to drill wells, construct pipelines, and/or install any other facilities including the construction of sledge and/or water ponds, and access roads on the surface of the Leased Premises.

<u>Ad Valorem Tax</u>: Sublessee agrees to pay 84% of any increase in ad valorem taxes attributable to, or resulting from, the assessment of oil and gas due to production from the leased premises.

<u>Depth Restriction (Utica)</u>: The Leased Premises shall now include those strata and formations lying two hundred (200) feet above to two hundred (200) feet below the formation commonly known as the Utica-Point Pleasant formation, or the stratigraphic equivalent thereof. Lessee shall have the right to drill through any other formation to access the leased formations herein.

This Addendum shall not affect the terms and conditions set out in the Amendment and Ratification of Oil and Gas lease to which this instrument is attached except as specifically set forth herein.

(signature and acknowledgement pages follow)

Witness the following signatures and seals the day and year first above written

Witness:	Lessor:
	Name: Robert R. Riggle
	Donna & Kingle
	Name: Donna S. Riggle

#### **ACKNOWLEDGMENT**

[Individual Lessor] STATE OF WEST VIRGINIA **COUNTY OF MARSHALL** 

The foregoing instrument was acknowledged before me on the 15th day of January, 2018 by Robert R. Riggle and Donna S. Riggle, whose names are signed hereto, in my said State. In witness hereof, I hereunto set my hand and official seal.

(Notarial Seal)

NOTARY PUBLIC

My commission expires Jan 18,2022

Witness:	Lessee: COLUMBIA ENERGY VENTURES, LLC
	By:
	Name:
	Its:
	ACKNOWLEDGMENT
[Lessee] STATE/COMMONWEALTH OF COUNTY OF	
The foregoing instrument w	as acknowledged before me on the day of who acknowledged himself/herself to be the
company, and that he/she as such, on behalf of the company.	ia Energy Ventures, LLC, a Delaware limited liability being authorized to do so, executed the foregoing instrument o set my hand and official seal.
	NOTARY PUBLIC

Witness:	Lessee: COLUMBIA GAS TRANSMISSION, LLC
	By:
	Name: Its:
[Lessee] STATE/COMMONWEALTH OF	
COUNTY OF	
	acknowledged before me on the day of who acknowledged himself/herself to be the
of Columbia	Gas Transmission, LLC, a Delaware limited liability
	ng authorized to do so, executed the foregoing instrumen
In witness hereof, I hereunto se (Notarial Seal)	et my hand and official seal.
	NOTARY PUBLIC

Witness:	Sublessee: CNX GAS COMPANY LLC
	Ву:
	Name:
	Its:
[Sublessee]	
COMMONWEALTH OF PE	NNSYLVANIA
COUNTY OF WASHINGTO	N
The foregoing instrum	ent was acknowledged before me on the day of,
	who acknowledged himself/herself to be the
of CN	X Gas Company LLC, a Virginia limited liability company, and
that he/she as such, being auticompany.	horized to do so, executed the foregoing instrument on behalf of the
- •	reunto set my hand and official seal.
	NOTARY PUBLIC

7728339.1

# MEMORANDUM OF LEASE (West Virginia - Utica formation)

THIS MEMORANDUM OF LEASE (this "Memorandum") is made and entered into effective as of the 30th day of November, 2017 (the "Effective Date"), by and between Michael S. Riggle with an address at 3648 Dry Ridge Road, Cameron, West Virginia 26033 ("Lessor"), and CNX Gas Company LLC, a Virginia limited liability company, with an address at 1000 CONSOL Energy Drive, Canonsburg, Pennsylvania 15317-6506 ("Lessee") (each a "Party," and together the "Parties").

WHEREAS, Lessor and Lessee have entered into a certain Oil and Gas Lease further described below (the "Lease") whereby Lessor has leased to Lessee certain oil and gas estates, interests and appurtenant rights more particularly described below and in the Lease; and

WHEREAS, in lieu of recording said Lease, Lessor and Lessee have executed, acknowledged and delivered this Memorandum of Lease pursuant to West Virginia Code Section 40-1-8.

NOW, THEREFORE, Lessor and Lessee, intending to be legally bound, hereby publish and give notice of the tenancy created and certain of the rights granted by and obligations under the Lease, as follows:

# 2. NAME AND ADDRESS OF LESSOR:

Michael S. Riggle 3648 Dry Ridge Road Cameron, West Virginia 26033

# 2. NAME AND ADDRESS OF LESSEE:

CNX Gas Company LLC 1000 CONSOL Energy Drive Canonsburg, PA 15317

# 3. DATE OF LEASE EXECUTION/EFFECTIVE DATE:

Date of execution of Lease: ///30//7
Effective Date of Lease: ///30//7

# 4. DESCRIPTION OF SUBJECT PREMISES:

Lessor hereby grants and leases exclusively to Lessee, its successors and assigns, all the oil, gas, and their liquid and/or gaseous constituents, whether hydrocarbon or nonhydrocarbon and all other substances produced therewith (collectively, whether any of the foregoing, the "Leased Oil/Gas") from all subsurface strata, formations, voids, and zones underlying the Leased Premises (as defined in Section 2 of this Lease) from 200' above the top of the Utica formation to 200' below the bottom of the Utica formation, together with a non-exclusive subsurface easement through any and all formations for the purpose of accessing, exploring, developing, and producing the Leased Oil/Gas. Lessor hereby grants and leases exclusively to Lessee all rights necessary, convenient, or incident to explore, drill, develop, produce, treat, transport and market Leased Oil/Gas and otherwise operate on and about the Leased Premises and any lands pooled or unitized therewith (being a Unit as defined and discussed in Section 7 of this Lease) using all available methods and techniques under current and future technology, including, without limitation, the following rights: to have full and free access over and through the Leased Premises; to conduct geological, geophysical, core drilling and other exploratory work; to drill, re-drill, lengthen, re-work, stimulate, fracture, plug, remove and/or abandon vertical or horizontal wells, and to inject under pressure water, air, brine and other fluids and substances (including, without limitation, non-domestic water from the Leased Premises, free of cost) into subsurface strata and/or withdraw the same therefrom; to erect and operate drill sites and drilling rigs and related facilities to treat,

separate, compress, dehydrate, process, gather, and measure and shut-in Leased Oil/Gas, together with all other equipment, structures and facilities that Lessee deems desirable for use in its operations; to construct, use and operate roads, utility lines, canals, impoundments and pits; to install and operate pipelines, tanks, pumps, compressors, condensers and other equipment and facilities for use in transporting Leased Oil/Gas from the Leased Premises and from other lands, over and through the Leased Premises (all of the foregoing activities are collectively referred to herein as "Operations"); and to have and enjoy all rights and privileges reasonably necessary or appropriate to effectuate the purposes of this Lease.

The premises being leased hereunder is located in Webster District, in the County of Marshall, in the State of West Virginia, Property Tax Parcel Identification No. 15-0011-0019-0000, and is bounded formerly or currently as follow:

On the North by lands of Tim M. Turley et al.;

On the East by lands of GAHC LP;

On the South by lands of CONSOL Pennsylvania Coal Co:

On the West by lands of Michael S. Riggle;

including lands acquired by Michael S. Riggle from Ralph Curtis Riggle by instrument dated June 28, 2013 and recorded in Book 800, Page 423, containing approximately 133.61 acres, for all purposes of this Lease whether actually more or less and whether the tax map is correct, including small strips or parcels of contiguous land covered under Lessor's source of title (collectively, the "Leased Premises").

## 5. TERM OF LEASE:

A. Primary Term. This Lease shall remain in force for a term of five (5) years following the Effective Date (the "Primary Term").

B. Secondary Term. This Lease shall remain in full force and continue following the Primary Term as to the entirety of the Leased Premises for so long thereafter as any of the following circumstances exist (such period, the "Secondary Term"): (i) Lessee is conducting any Operations on the Leased Premises or any lands pooled or unitized therewith (being a Unit as defined and discussed in Section 7 of this Lease); (ii) any of the Leased Oil/Gas are being produced from the Leased Premises or any lands pooled or unitized therewith (being a Unit); (iii) any well on the Leased Premises or on any lands pooled or unitized therewith (being a Unit) is Shut-In (as defined and discussed in Section 4(C) of this Lease); or (iv) this Lease is otherwise extended by Force Majeure (as defined and discussed in Section 10(A) of this Lease), Equitable Tolling (as defined and discussed in Section 10(B) of this Lease), or other terms hereof. The Primary Term (as it may be extended hereunder) and the Secondary Term are collectively referred to herein as the "Term."

#### 6. RENEWAL OR EXTENSION RIGHTS:

Lessee shall have the recurring option to extend the Primary Term for Five (5) additional one (1) year periods (the "Extension Option")..

## 7. RIGHT OF PURCHASE, RIGHT OF FIRST REFUSAL AND/OR OPTIONS:

In the event that Lessor receives from any third party any bona fide offer to grant an additional oil and/or gas lease covering all or part of the Leased Premises within the Term, Lessor shall provide Lessee with a written notice of such offer by certified mail, including the proposed lessee's name, bonus consideration and royalty consideration, and a true, correct and complete copy of the proposed lease. Lessee shall have ninety (90) days following receipt of such written notice to elect to exercise a right of first refusal, in Lessee's sole and absolute discretion, to enter into an oil and gas lease with Lessor on the same terms and conditions as set forth in the proposed lease. Should Lessee so elect, Lessee shall notify Lessor in writing within such sixty (60) day period and submit therewith a lease with Lessee containing the same terms and conditions and, if so desired by Lessee, a memorandum of such lease for recordation. Within ten (10) days after receipt of such signed lease and memorandum of lease (if any) back from Lessor, Lessor

shall counter-sign and return such lease and memorandum of lease (if any) to Lessee together with the bonus payment required under such lease. No single exercise of the foregoing right of first refusal shall exhaust any rights granted hereunder to subsequent offers covering all or any part of the Leased Premises. Any additional lease granted to any third party by Lessor in violation of the provisions of this Section 14 shall be null and void. The provisions of this Section 14 shall not be deemed to waive, nullify or otherwise affect Lessee's right to extend the Primary Term pursuant to Section 3(A) of this Lease.]

# 8. EXECUTION:

This Memorandum may be executed in any number of counterparts, each having the same validity and all of which shall constitute but one and the same instrument.

THIS MEMORANDUM IS NOT A COMPLETE SUMMARY OF THE LEASE. IN THE EVENT OF A CONFLICT BETWEEN THE TERMS OF THIS MEMORANDUM AND THOSE OF THE LEASE, THE TERMS OF THE LEASE SHALL CONTROL.

IN WITNESS WHEREOF, Lessor and Lessee, intending to be legally bound, have executed this Memorandum effective as of the Effective Date (whether executed by either Party on, before or after the Effective Date).

LESSOR:	LESSEE: CNX Gas Company LLC
Name: Michael S. Riggle	By: MO ently
Date: 11-30-17	Name: Michael L. Holiday
	Title: Assistant Vice President Date: 1-5-18

#### ACKNOWLEDGMENTS

STATE OF West Virginia COUNTY OF Marshall The foregoing instrument was acknowledged before me on the 30 day of Nov, 20 17 whael S. Riggle , whose name(s) is signed hereto, in my said State. In witness hereof, I hereunto set my hand and official seal. (Notarial Seal) NOTARY PUBLIC OFFICIAL SEAL
STATE OF WEST VIRGINIA
NOTARY PUBLIC
KATHRYN S. EVANS
Fitzsimmons Law Firm PLLC
1609 Warwood Ave.
Whoeling, WV 26003
y Commission Expires April 24, 2021 My commission expires COMMONWEALTH OF PENNSYLVANIA COUNTY OF WASHINGTON The foregoing instrument was acknowledged before me on the 5th day of January , who acknowledged himself to be Michael L Holiday of CNX Gas Company LLC, a Assistant Vice President Virginia limited liability company, and that he/she as such, being authorized to do so, executed the foregoing instrument. In witness hereof, I hereunto set my hand and official seal. (Notarial Seal) COMMONWEALTH OF PENNSYLVANIA NOTARIAL SEAL NOTARY PUBLIC Casey Yantko. Notary Public My commission expires 3-12-1 Cecil Twp., Washington County My Commission Expires March 12, 2019
MEMBER, PENNSYLVANIA ASSOCIATION OF NOTASIES

# OIL AND GAS LEASE (WEST VIRGINIA)

9173 Lease No.

THIS OIL AND GAS LEASE (this "Lease") is made and entered into effective as of the 30th day of November, 2017 (the "Effective Date"), by and between Michael S. Riggle with an address at 3648 Dry Ridge Road, Cameron, West Virginia 26033 ("Lessor"), and CNX Gas Company LLC, a Virginia limited liability company, with an address at 1000 CONSOL Energy Drive, Canonsburg, Pennsylvania 15317-6506 ("Lessee") (each a "Party," and together the "Parties").

In consideration of the mutual covenants and agreements contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by Lessor, the Parties agree as follows:

- LEASE GRANT. Lessor hereby grants and leases exclusively to Lessee, its successors and assigns, all the oil, gas, and their liquid and/or gaseous constituents, whether hydrocarbon or non-hydrocarbon and all other substances produced therewith (collectively, whether any of the foregoing, the "Leased Oil/Gas") from all subsurface strata, formations, voids, and zones underlying the Leased Premises (as defined in Section 2 of this Lease) from 200' above the top of the Utica formation to 200' below the bottom of the Utica formation, together with a nonexclusive subsurface easement through any and all formations for the purpose of accessing, exploring, developing, and producing the Leased Oil/Gas. Lessor hereby grants and leases exclusively to Lessee all rights necessary, convenient, or incident to explore, drill, develop, produce, treat, transport and market Leased Oil/Gas and otherwise operate on and about the Leased Premises and any lands pooled or unitized therewith (being a Unit as defined and discussed in Section 7 of this Lease) using all available methods and techniques under current and future technology, including, without limitation, the following rights: to have full and free access over and through the Leased Premises; to conduct geological, geophysical, core drilling and other exploratory work; to drill, re-drill, lengthen, re-work, stimulate, fracture, plug, remove and/or abandon vertical or horizontal wells, and to inject under pressure water, air, brine and other fluids and substances (including, without limitation, non-domestic water from the Leased Premises, free of cost) into subsurface strata and/or withdraw the same therefrom; to erect and operate drill sites and drilling rigs and related facilities to treat, separate, compress, dehydrate, process, gather, and measure and shut-in Leased Oil/Gas, together with all other equipment, structures and facilities that Lessee deems desirable for use in its operations; to construct, use and operate roads, utility lines, canals, impoundments and pits; to install and operate pipelines, tanks, pumps, compressors, condensers and other equipment and facilities for use in transporting Leased Oil/Gas from the Leased Premises and from other lands, over and through the Leased Premises (all of the foregoing activities are collectively referred to herein as "Operations"); and to have and enjoy all rights and privileges reasonably necessary or appropriate to effectuate the purposes of this Lease.
- LEASED PREMISES. The premises being leased hereunder is located in Webster District, in the County of Marshall, in the State of West Virginia, Property Tax Parcel Identification No. 15-0011-0019-0000, and is bounded formerly or currently as follow:

On the North by lands of Tim M. Turley et al.;

On the East by lands of GAHC LP;

On the South by lands of CONSOL Pennsylvania Coal Co:

On the West by lands of Michael S. Riggle;

including lands acquired by Michael S. Riggle from Ralph Curtis Riggle by instrument dated June 28, 2013 and recorded in Book 800, Page 423, containing approximately 133.61 acres, for all purposes of this Lease whether actually more or less and whether the tax map is correct, including small strips or parcels of contiguous land covered under Lessor's source of title (collectively, the "Leased Premises").

# 3. <u>LEASE TERM</u>.

- A. Primary Term. This Lease shall remain in force for a term of Five (5) years following the Effective Date (the "Primary Term"). Lessee shall have the recurring option to extend the Primary Term for Five (5) additional one (1) year periods (the "Extension Option") by paying to Lessor an annual installment payment equal to One Thousand Fifty Dollars (\$1050)per net acre specified in the Order of Payment (as defined and discussed in Section 4(A) of this Lease) for each net acre of the Leased Premises then covered by this Lease and not being maintained by other Lease provisions, the first of which installments shall be due on or before the expiration of the Primary Term and the balance of which installments shall be due on subsequent anniversaries thereof (subject to Lessee's right to elect not to exercise the Extension Option for any such period). If so extended through Lessee's exercise of the Extension Option, all references herein to the Primary Term shall mean the Primary Term as so extended.
- B. Secondary Term. This Lease shall remain in full force and continue following the Primary Term as to the entirety of the Leased Premises for so long thereafter as any of the following circumstances exist (such period, the "Secondary Term"): (i) Lessee is conducting any Operations on the Leased Premises or any lands pooled or unitized therewith (being a Unit as defined and discussed in Section 7 of this Lease); (ii) any of the Leased Oil/Gas are being produced from the Leased Premises or any lands pooled or unitized therewith (being a Unit); (iii) any well on the Leased Premises or on any lands pooled or unitized therewith (being a Unit) is Shut-In (as defined and discussed in Section 4(C) of this Lease); or (iv) this Lease is otherwise extended by Force Majeure (as defined and discussed in Section 10(A) of this Lease), Equitable Tolling (as defined and discussed in Section 10(B) of this Lease), or other terms hereof. The Primary Term (as it may be extended hereunder) and the Secondary Term are collectively referred to herein as the "Term."
- C. Dry Hole and Cessation of Production. At any time during the Term, if on the Leased Premises or any Unit: (i) prior to discovery of Leased Oil/Gas, a well or wells not capable of producing in paying quantities is drilled (a "Dry Hole"), or (ii) all production of the Leased Oil/Gas (whether or not in paying quantities) ceases for any cause or reason whatsoever ("Cessation of Production"), then this Lease shall remain in force and shall not terminate if Lessee either commences and pursues any Operations, or otherwise obtains or restores production on the Leased Premises or on any Unit within ninety (90) days after completion of Operations on such Dry Hole or after such Cessation of Production, as the case may be, whether or not such ninety (90) days extends beyond the Primary Term; provided, however, that notwithstanding the foregoing, if the Dry Hole or Cessation of Production occurs within the Primary Term, no action, Operations, production or any payment by Lessee whatsoever shall be required during the Primary Term.
- D. Disputes Concerning Extension. If there is ever any dispute concerning the extension of this Lease beyond the Primary Term by reason of any of the alternative circumstances specified herein, the timely payment to Lessor of prescribed payments provided for herein shall be conclusive evidence that this Lease has been extended beyond the Primary Term.

#### 4. PAYMENTS TO LESSOR.

- A. Bonus Payment. Lessee agrees to pay Lessor, in accordance with and subject to the terms and conditions of that certain Master Agreement between the Parties executed in connection with the execution of this Lease, the sum paid for the Leased Premises specified in the Master Agreement (the "Bonus Payment"). This Lease is a "paid-up" lease, and upon payment of the Bonus Payment, no further rental payments shall be due to Lessor during the initial Primary Term, and Lessee shall have the right and privilege to drill and operate or not to drill or operate for Leased Oil/Gas during the Primary Term.
- B. Production Royalty. Lessee shall pay to Lessor the following royalties on production of Leased Oil/Gas from the Leased Premises (the "<u>Production Royalty</u>"), proportionate to Lessor's percentage of ownership of such Leased Oil/Gas and subject to adjustments hereunder due to the Pooling Ratio (as defined and discussed in Section 8 hereof) or Shut-In, as applicable:(i) Oil. Lessee shall pay Lessor a royalty equal to eighteen percent (18%) of the gross proceeds received by Lessee for all oil produced and marketed from the Leased Premises, minus any and all Deductions (as defined below).

(ii) Gas. Lessee shall pay Lessor a royalty equal to eighteen percent (18%) of the gross proceeds received by Lessee for the sale of all gas, including casinghead gas or natural gas liquids and all other gaseous, vaporous and liquid hydrocarbons or any combination thereof, produced and marketed from the Leased Premises, minus any and all Deductions. At Lessee's election, the volumes, sales price and/or the value of any Deductions may be determined on an allocated well, field-wide or Unit-wide basis, or other reasonable and prudent determination of the volume and value of the gas and its constituents produced and sold from the Leased Premises or any Unit.

"Deductions" means Lessor's share of any reasonable costs incurred or allocated between the wellhead and the point of sale, including: (a) all costs actually incurred by Lessee, including, without limitation, those paid to third parties (whether or not affiliated with Lessee), and all losses of produced volumes whether by use as fuel, line loss, flaring, venting or otherwise from and after the wellhead to the point of sale by Lessee; and (b) all costs of heating, treating, sweetening, gathering, separating (other than condensate separated at the well), dehydrating, compressing, metering, processing, manufacturing, transporting and trucking (from and after the wellhead to the point of sale), marketing, and blending, and the sales charges, commissions and fees paid to third parties (whether or not affiliated with Lessee). In the event that any extraneous substance (being any substance that is obtained from sources other than the Leased Premises or lands in a Unit) is injected into subsurface strata in connection with secondary, tertiary, or other enhanced recovery operations hereunder, then any like substance thereafter produced hereunder or contained in the Leased Oil/Gas thereafter produced hereunder from such strata shall be deemed to be part of the extraneous substance so injected until the total volume thereof equals the total volume of the extraneous substance so injected, and no Production Royalty shall be payable hereunder on any such extraneous substance.

- (iii) Taxes. Lessor agrees to pay any and all taxes levied or assessed upon its interest in the production of Leased Oil/Gas from the Leased Premises, and Lessee is hereby authorized to pay such taxes and assessments on behalf of Lessor and to deduct the amount so paid from any monies payable to Lessor hereunder.
- (iv) **Payments.** Production Royalties shall be paid monthly to Lessor no later than the last day of the third calendar month following the calendar month in which production occurred; **provided**, **however**, that Lessee, at its discretion, may withhold any payments until the total due to Lessor equals or exceeds One Hundred Dollars (\$100).
- C. Shut-In. If at any time during the Term, production from a well is interrupted or shall cease or Lessee shall elect not to market, produce or sell the production from a well that is capable of producing ("Shut-In") for a period of ninety (90) consecutive days or longer, and there is no other producing well on the Leased Premises or any Unit and no circumstances of Force Majeure or Equitable Tolling exist, a shut-in rental shall thereafter accrue at the rate of Fifty Dollars (\$50.00) per net acre per year ("Shut-In Rental"). Shut-In Rental need not be paid and will not accrue during the Primary Term. Shut-In Rentals shall be payable twelve (12) months following the time such well is Shut-In and annually thereafter until such time as production is reestablished (or Lessee surrenders this Lease), subject to proration for any partial year that a well resumes actual production. Lessee shall have the right to elect at any time and from time to time during the Term to interrupt or not to market, produce or sell the production from any well that is capable of producing Leased Oil/Gas on the Leased Premises or any Unit. Lessee shall be under no obligation whatsoever to produce or market any Leased Oil/Gas from any such Shut-In well, and the Shut-In Rental shall be a full and adequate substitute for the Production Royalty. If a Shut-In occurs, any Shut-In well shall nonetheless be deemed to be a producing well and shall serve to maintain this Lease in full force and effect.
- **D. Recoupment.** In the event that Lessee makes any over-payment of the Bonus Payment, Production Royalties, Shut-In Rental or any other sums paid to Lessor under this Lease due to miscalculation of the amount payable, to Lessor owning less than the entire undivided ownership of the Leased Oil/Gas (as further discussed in **Section 11(C)** hereof), or to breach of this Lease by Lessor, Lessee shall have the right, to recoup any such over-payment against any subsequent payments due to Lessor hereunder, which shall be Lesse's exclusive remedy for over-payment of any type.
- 5. <u>DIVISION ORDERS</u>. Upon request by Lessee from time to time, Lessor shall receive one (1) or more Division Orders identifying Lessor's interest in production of the Leased Oil/Gas.
- 6. <u>PAYMENTS</u>. Lessee shall make or tender all payments due under this Lease to Lessor at Lessor's last known address. Payments may be tendered by first class mail, electronically

(subject to Lessor's delivery of appropriate electronic payment instructions) or any comparable method, and payment shall be deemed complete upon mailing, dispatch or deposit (as the case may be).

- POOLING/UNITIZATION RIGHT; UNIT DECLARATION. Lessor grants to Lessee, and Lessee may exercise in Lessee's sole judgment, at any time and from time to time during the Term, Pooling Rights (as defined below) under this Lease. "Pooling Rights" include Lessee's right, but not the obligation, to pool, unitize or combine into one (1) or more separate drilling or production unit(s) or pool(s), plans or agreements the Leased Premises or any part thereof or any strata therein with any other lands, leases, pool(s), unit(s) or interests held by Lessee or any third party (each a "Unit"), whether before or after drilling, when in Lessee's sole judgment it is necessary or advisable to create such Units. Lessee is hereby designated as the applicant for drilling permits and other permits with respect to Units. Creation of a Unit in one (1) or more instances shall not exhaust Lessee's Pooling Rights, and Lessee shall have the recurring right but not the obligation to revise in any manner and at any time the size, shape, or conditions of operation of any Unit formed by expansion or contraction or both, including, without limitation, the drilling of multiple wells or laterals within said Unit. Said Pooling Rights may be exercised as to any one (1) or more depths, strata or formations, through any type of wells and any combination of any drilling or recovery techniques, whether now known or developed in the future. Lessee may create contiguous Units which utilize the same surface pads and facilities. Within a reasonable time after the creation or revision of any Unit hereunder by Lessee, Lessee shall file of record a written declaration describing the Unit or revised Unit and stating the effective date of creation or revision of the Unit (a "Unit Declaration"). At any time that any Unit is not being operated as aforesaid, the Unit Declaration relative to such Unit may be surrendered and canceled of record by Lessee. Such cancellation or surrender shall not cause a surrender or cancellation of this Lease. The exercising of Pooling Rights and the provisions hereof shall not operate to transfer title of any interest in the Leased Premises.
- EFFECT OF POOLING OPERATIONS. Any Operations anywhere on a Unit that 8. includes all or any part of the Leased Premises shall be treated for all purposes of this Lease (except for the determination of production for the calculation of any Production Royalties to be paid to Lessor) as if said activities were conducted on well(s) or lateral portion(s) thereof located on the Leased Premises, whether or not such activities, well(s) or laterals are on the Leased Premises. Notwithstanding anything contained in this Lease to the contrary, when any portion(s) of the Leased Premises is committed to a Unit, this Lease with respect to such portion(s) of the Leased Premises shall be subject to the terms and conditions of the Unit order or Unit Declaration, including any formula prescribed therein for the allocation of net proceeds, sales price, deductions, production and the payment of the Production Royalty or Shut-In Rental from the Unit. Notwithstanding anything herein to the contrary, if Lessee exercises its Pooling Rights, then production for calculating the Production Royalty and any Shut-In Rental shall be calculated and adjusted based on any method determined by Lessee in good faith, including utilizing the proportion that the net acreage of the Leased Premises contained in the Unit bears to the total acreage in the Unit (the "Pooling Ratio").
- 9. <u>LAWS</u>. Each of Lessee and Lessor shall comply in all material respects, with respect to its respective operations on and use of the Leased Premises, with all applicable federal, state and local laws and ordinances, and all rules, regulations, orders and decrees of all governmental bodies and agencies having jurisdiction over such operations (collectively, "<u>Laws</u>"). Lessee shall not be deemed to be in breach of this Lease, or held liable for damages hereunder, with respect to any failure of Lessee to comply with the provisions of this Lease if such compliance is effectively prevented by Laws.

# 10. FORCE MAJEURE; EQUITABLE TOLLING.

A. Force Majeure. "Force Majeure" means any one (1) or more of the following events or circumstances: past, present or future Laws; lack of easements or access; war, sabotage, terrorism, rebellion, insurrection, riot or armed hostilities; inability to obtain permits, authorizations, utilities or other approvals or services; any coal, stone, or other mining or drilling or related activities; labor disturbance, strike, or shortage of labor, equipment, water or other materials; weather, fire, explosion, flood, or other "act of God"; lack of pipelines to transport Leased Oil/Gas from the Leased Premises or any Unit; and any other event or circumstance or act of third parties beyond the reasonable control of Lessee. If any activity, production or Operations permitted or required hereunder, or the performance by Lessee of any covenant,

agreement or requirement hereunder (in each case including on, from or with respect to any lands in a Unit), or Lessee's enjoyment of the benefits of this Lease, may be interrupted or delayed, directly or indirectly, by reason of circumstances of Force Majeure, then Lessee shall be relieved from such obligations without liability during the duration of such circumstances of Force Majeure, and this Lease shall not expire, terminate or be subject to forfeiture because of such interruption or delay, and the Term shall automatically be extended during such period of Force Majeure and for a period of six (6) months following the end thereof.

B. Equitable Tolling. The Parties agree that it is in their mutual interest not to require Lessee to engage in Operations or production of Leased Oil/Gas during any period of time in which the validity of this Lease or Lessee's rights hereunder are challenged, contested or disputed. If any activity, production or Operations permitted or required hereunder, or the performance by Lessee of any covenant, agreement or requirement hereunder (in each case including on, from or with respect to any lands in a Unit), or Lessee's enjoyment of the benefits of this Lease, may be interrupted or delayed, directly or indirectly, by reason of acts or judicial, arbitration, administrative or regulatory proceedings of Lessor or any third party that inhibit Lessee's access to the Leased Premises or other lands in a Unit, its Operations or production, or if Lessor or any third party should file judicial or arbitration claims or counterclaims or file or record documents challenging the validity or enforceability of this Lease, seeking avoidance of or relief from Lessor's obligations hereunder, or repudiating Lessee's enjoyment of the benefits of this Lease or its entitlement to the Leased Oil/Gas under this Lease, then this Lease shall not expire, terminate or be subject to forfeiture because of such interruption or delay or because of the passage of time during which such matters are being adjudicated or addressed (regardless of whether such claims or counterclaims are subsequently settled or otherwise withdrawn) or such documents remain filed or of record, and the Term shall automatically be tolled and extended during such period (including the pendency of any such judicial, arbitration, administrative or regulatory proceeding) and for a period of six (6) months following the end thereof ("Equitable Tolling").

# 11. TITLE.

- A. Warranty. Lessor warrants title to the Leased Premises and the Leased Oil/Gas and agrees to defend the same to Lessee and Lessee's successors and assigns, forever, against the lawful claims and demands of all persons claiming by, through, or under Lessor, but against none other. Lessor further represents and warrants that on the Effective Date, (i) the Leased Premises are free from all liens and encumbrances made by Lessor, (ii) Lessor is not currently receiving any bonus, rental, production royalty or other payment as the result of any prior oil and/or gas lease covering any or all of the Leased Premises, and (iii) there are no producing wells or gas storage facilities currently existing on the Leased Premises. Should any third party having title to the Leased Premises or any portion thereof fail to execute this Lease, this Lease shall nevertheless be binding upon all parties who do execute it as Lessor.
- B. Liens. Lessee may, at its option, pay, discharge or redeem any overdue tax, mortgage, encumbrance, or other lien existing, levied or assessed on or against the Leased Premises or Lessor's ownership of any Leased Oil/Gas, including interest, penalties and fees, and deduct a proportionate share of the amount so paid from the Production Royalties, Shut-In Rentals, Bonus Payment or other sums due to Lessor under this Lease.
- C. Lesser Interest. If Lessor owns less than the entire undivided ownership of the Leased Oil/Gas, then the Production Royalties, Shut-In Rentals, Bonus Payment and other sums due to Lessor under this Lease shall be reduced or adjusted to the proportion of Lessor's interest in any such Leased Oil/Gas, and any over-payments resulting therefrom shall be subject to recovery or recoupment pursuant to Section 4(D) hereof.
- D. Ownership Change. Lessee shall not be bound by or recognize any change of ownership of the Leased Oil/Gas or the Leased Premises, or in the right of other parties to receive rentals, Production Royalties, Shut-In Rentals, the Bonus Payment or other payments hereunder, or of Lessor's address, until thirty (30) days after Lessee has been furnished with evidence satisfactory to Lessee, in its sole discretion, of such change of ownership or right of others to receive payments or of address. Pending the receipt of such evidence, Lessee may elect either to continue to make or to withhold payments as if such change had not occurred.
- E. Entireties. If Lessor shall now or hereafter own the Leased Premises in severalty or in separate tracts, the Leased Premises nevertheless shall be developed and operated as one lease, and all Production Royalties, Shut-In Rentals, Bonus Payment or other sums due to Lessor under this Lease shall be treated as an entirety and shall be divided among, and paid to, such separate owners in the proportion that the acreage owned by each such separate owner bears to the entire leased acreage of the Leased Premises.

- CURE RIGHTS. If Lessor believes that Lessee is in default of any of its obligations 12. under this Lease, Lessor shall not exercise any right or remedy or institute any legal action against Lessee unless and until Lessee has received prior written notice from Lessor fully describing the alleged default or other demand, and then only if Lessee fails or refuses to commence actions to materially remedy the alleged default or other demand within sixty (60) days after receipt of such notice. Lessee reserves the right to dispute the alleged default or other demand. This Lease shall be construed against termination, forfeiture, cancellation or expiration and in favor of giving effect to the continuation of this Lease where the circumstances exist to maintain this Lease in effect under any of the alternative mechanisms set forth herein. Notwithstanding any other provisions of this Lease to the contrary, Lessor hereby expressly acknowledges and agrees that payments and other obligations of Lessee under this Lease are special covenants and not conditions to Lessee's occupancy and enjoyment of the Leased Premises and its rights under this Lease, and that no breach on the part of Lessee, and no failure of Lessee to cure any such breach, shall afford Lessor the right to terminate this Lease or evict Lessee from the Leased Premises or otherwise interfere with its quiet use and enjoyment of the Leased Premises, and Lessor hereby irrevocably waives such rights.
- 13. SURRENDER. Lessee may surrender this Lease or the Leased Premises to Lessor, in whole or in part (including, without limitation, any depth or formation), at any time and from time to time, by recording a release or an instrument of surrender or by delivery to Lessor of a duly executed surrender thereof in person or by mail. Upon such recording or delivery, this Lease shall be null and void as to that part or formation of the Leased Premises surrendered; and Lessee thereupon shall be released and discharged from all obligations, covenants and conditions as to the part of the Leased Premises surrendered; and thereafter the rentals and other sums payable hereunder shall be proportionately reduced. Notwithstanding any surrender by Lessee, Lessee shall retain and/or have reasonable and convenient easements for pipelines, pole lines, roadways and other facilities through and over the portions of the Leased Premises surrendered for the purpose of Operations and reclamation on the portions of the Leased Premises retained, and/or on other lands.
- RIGHT OF FIRST REFUSAL TO LEASE. In the event that Lessor receives from any third party any bona fide offer to grant an additional oil and/or gas lease covering all or part of the Leased Premises within the Term, Lessor shall provide Lessee with a written notice of such offer by certified mail, including the proposed lessee's name, bonus consideration and royalty consideration, and a true, correct and complete copy of the proposed lease. Lessee shall have sixty (60) days following receipt of such written notice to elect to exercise a right of first refusal, in Lessee's sole and absolute discretion, to enter into an oil and gas lease with Lessor on the same terms and conditions as set forth in the proposed lease. Should Lessee so elect, Lessee shall notify Lessor in writing within such ninety (90) day period and submit therewith a lease with Lessee containing the same terms and conditions and, if so desired by Lessee, a memorandum of such lease for recordation. Within ten (10) days after receipt of such signed lease and memorandum of lease (if any) back from Lessor, Lessor shall counter-sign and return such lease and memorandum of lease (if any) to Lessee together with the bonus payment required under such lease. No single exercise of the foregoing right of first refusal shall exhaust any rights granted hereunder to subsequent offers covering all or any part of the Leased Premises. Any additional lease granted to any third party by Lessor in violation of the provisions of this Section 14 shall be null and void. The provisions of this Section 14 shall not be deemed to waive, nullify or otherwise affect Lessee's right to extend the Primary Term pursuant to Section 3(A) of this Lease.
- 15. <u>LEASE DEVELOPMENT</u>. There is no covenant on the part of Lessee to develop the Leased Premises within a certain period of time or at all, and there shall be no leasehold forfeiture or damages hereunder for any implied covenant to produce, and any such covenant that might otherwise be implied is hereby disclaimed and rejected by Lessee. The Production Royalties, Shut-In Rentals, Bonus Payment and other sums due to Lessor under this Lease are and shall be accepted by Lessor as full and adequate consideration for all of the rights and privileges granted to Lessee herein.

### 16. GENERAL PROVISIONS.

A. Construction. This Lease shall be construed as a whole and in accordance with the fair meaning of its language. The language of this Lease (including, without limitation, Section 3

hereof) shall never be read as language of special limitation. Capitalized terms or defined terms used in this Lease shall have the meanings set forth herein except as otherwise clearly indicated.

- B. Severability. Should any provision of this Lease be held, ruled or otherwise rendered invalid or unenforceable for any reason, the remaining Lease parts or provisions shall remain in full force and effect.
- C. Binding Effect; Assignment. This Lease shall be binding upon and inure to the benefit of the Parties and their respective heirs, successors and assigns. This Lease may be assigned, pledged or otherwise transferred by Lessee in whole or in part, whereupon the assignee or transferee shall thereafter be solely liable for all payments and obligations imposed under this Lease or by Laws or otherwise with respect to that portion of this Lease so assigned or transferred. If any assignee or transferee of Lessee hereunder shall default in its proportional share of payments to be made or other obligations with respect to any portion of this Lease so assigned or transferred, such default shall not operate to defeat or affect the rights of Lessee with respect to any portion of this Lease retained by Lessee.
- **D.** Lease Execution. This Lease shall not be considered fully executed or binding on Lessee until Lessee's authorized corporate representative has signed this Lease.
- E. Notices. All notices and/or payments under this Lease shall be directed to each Party at its address set forth on the first page of this Lease or to such other address as such Party may designate by written notice to the other Party, and, except as herein otherwise provided, the deposit in the mail of any written notice so addressed with postage prepaid shall be notice of the contents of such writing.
- F. Entire Contract. This Lease, the Lease Memorandum (if any) discussed in Section 16(G) hereof, and the Master Agreement contain the entire understanding and agreement between Lessor and Lessee with respect to the subject matter hereof, and no verbal warranties, representations or promises have been made or relied upon by Lessor or Lessee supplementing, modifying or as an inducement to this Lease. The Parties agree that except as expressly stated in this Lease, the Lease Memorandum (if any) and the Master Agreement, no covenants, obligations or conditions to be paid or performed on the part of Lessee whatsoever shall be read into or implied in this Lease; and Lessee shall not be in default hereunder with respect to any covenant, obligation or condition not expressly set forth in this Lease.
- G. Recording; Further Assurances. Lessee may record this Lease or a memorandum of this Lease (a "Lease Memorandum"), and upon request, Lessor agrees to execute and deliver to Lessee, without additional compensation, any such Lease Memorandum and other affidavits, ratifications, amendments, permit applications and other instruments as may be required or reasonably requested by Lessee to carry out the purposes of this Lease.
- H. No Third Party Beneficiaries. This Lease shall not be construed to create any rights or remedies in any third parties or the general public.
- I. Essence of Bargain. Lessor acknowledges and agrees that the rights of Lessee under this Lease are the result of bargained-for exchange and are of the essence of Lessee's bargain for the consideration provided to Lessor under and in connection with this Lease.
- J. Governing Law. This Lease shall be governed by and construed in accordance with the laws of the State of West Virginia without regard to its conflicts of law provisions.
- K. Amendment of Description of Leased Premises. The Parties acknowledge that the information in Section 2 hereof describing the Leased Premises, including the legal description of the lands, the estates and the total acreage to be covered by this Lease (the "Lease Information"), was obtained from public records of the county in which the Leased Premises is located but may not accurately reflect the lands and the total acreage intended to be covered by this Lease. Accordingly, after Lessee completes its due diligence concerning the title and ownership of the Leased Premises, if Lessee determines that there is a material discrepancy in the Lease Information, Lessor hereby agrees to execute any documents requested by Lessee, including a new lease agreement, to more accurately reflect the lands, estates and interests to be covered by this Lease. Lessor hereby agrees that Lessee may make corrections or additions to this Lease, the Lease Memorandum (if any), any Unit Declaration(s), and the Master Agreement (the "Related Documents"), to more accurately reflect the lands, estates and acreage to be covered by this Lease, including chain-of-title, deed references and ownership interests of record, without further action by Lessor, and Lessee may notify Lessor of such corrections or additions by providing Lessor with a copy of the recorded Lease, Lease Memorandum or Unit Declaration, whereupon Lessor shall be deemed to have consented to and be bound by the same; and for this purpose, Lessor hereby appoints Lessee as Lessor's true and lawful attorney in-fact to make such corrections or additions to this Lease and the Related Documents and to file them of record.

- L. Counterparts. This Lease and any documents associated herewith may be executed by the Parties in any number of counterparts, each having the same validity and all of which shall constitute but one and the same such instrument.
- 17. <u>ADDENDUM</u>. This Lease contains an ADDENDUM TO OIL AND GAS LEASE between Lessor and Lessee which includes additional terms and conditions, which Addendum is attached hereto and incorporated herein by reference.

IN WITNESS WHEREOF, the Parties, intending to be legally bound, have executed this Lease effective as of the Effective Date (whether executed by either Party on, before or after the Effective Date).

LESSEE:
CNX Gas Company LLC
and of white
By Miltanicy
Name: Michael L. Holiday
Its: Assistant Vice President

45 CY

# **ACKNOWLEDGMENTS**

STATE OF West Virginia	
COUNTY OF Marshall	
The foregoing instrument was acknowled by In witness hereof, I hereunto set my hand (Notarial Seal)	diged before me on the 30 day of Nov., 20 1 hose name(s) is signed hereto, in my said State. I and official seal.
	NOTARY PUBLIC 4-24-24
OFFICIAL SEAL STATE OF WEST VIRGINIA NOTARY PUBLIC KATHRYN S. EVANS Fitzsimmons Law Firm PLLC 1609 Warwood Ave. Whoeling, WY 26003 My Commission Expires April 24, 2021	My commission expires
[CNX] COMMONWEALTH OF PENNSYLVANIA COUNTY OF WASHINGTON	
The foregoing instrument was acknowled	dged before me on the 5th day of January,
20 18 by Michael L. Holiday	, who acknowledged himself to be
the Assistant Vice President	of CNX Gas Company LLC, a
Virginia limited liability company, and that he/	she as such, being authorized to do so, executed
the foregoing instrument.	
In witness hereof, I hereunto set my hand	d and official seal.
(Notarial Seal)	
COMMONWEALTH OF PENNSYLVANIA  NOTARIAL SEAL  Casey Yantko, Notary Public  Cecil Twp Washington County  My Commission Expires March 12, 2019	NOTARY PUBLIC My commission expires 3-12-2019
MEMBER, PENNSYLVANIA ASSOCIATION OF NOTARIES	

# Do Not Record ADDENDUM TO OIL AND GAS LEASE (PAID-UP LEASE -WEST VIRGINIA)

	0177	
Lease No.	9273	

This Addendum is attached to and made a part of that certain Oil and Gas Lease dated November 30, 2017, by and between Michael S. Riggle, as Lessor, and CNX GAS COMPANY LLC, a Virginia limited liability company, as Lessee (the "Lease"). Notwithstanding anything to the contrary in the Lease, this Addendum shall amend and control the Lease terms wherever in conflict and/or inconsistent with the Lease. This Addendum is an integral part of the Lease, and is incorporated into and made a part of the Lease. Capitalized terms used in this Addendum shall have the meaning as set forth in the Lease.

<u>Depth Limitation:</u> Lessor EXCEPTS AND RESERVES all formations other than those formations from 200' above the top of the Utica formation to 200' below the bottom of the Utica formation.

<u>Surface Use:</u> Lessee agrees that, without a separate agreement, Lessee shall not have the right to use in any manner, the surface of Lessor's property including the construction of sludge and/or water ponds, and access roads on the surface of the Leased Premises.

Shut-In Limitation: Following the Primary Term, this Lease may not be maintained in force and effect solely by virtue of the Shut-In clause for a period in excess of thirty-six (36) consecutive months; provided that Lessor shall not exercise any rights or remedies or take any action to terminate this Lease unless and until Lessor shall first provide written notice to Lessee, and Lessee shall fail within 180 days of receipt of such notice to commence Operations, resume production or take other appropriate action to maintain this Lease in force and effect.

Gross Royalty: It is agreed between the Lessor and Lessee that, notwithstanding any language herein to the contrary, all oil and gas or other proceeds accruing to the Lessor under this lease or by state law shall be without deduction, directly or indirectly, for the cost of production, gathering, storing, separating, treating, dehydrating, compressing, processing, transporting, and marketing the oil, gas, and other products produced hereunder to transform the product into marketable form

Pugh Clause.

(a) In the event a pooled unit is created which encompasses (i) some, but not all, of the Leased Premises and (ii) lands located outside of the Leased Premises, any drilling or reworking operations on or production from a well located anywhere on that pooled unit shall continue this Lease in full force and effect, but only as to that part of the Leased Premises contained within the pooled unit. Upon the Fifth (5<sup>th</sup>) anniversary of the Lease Effective Date, and notwithstanding extended term payments, Lessee shall surrender such portions of the Leased Premises not contained within a pooled unit by executing and recording a release of the same in the Marshall County Recorder's Office.

OPERATIONS: As used in this Lease, the term "Operations" shall be defined as any one or more of the following: the placement of a drilling rig on a drill site location on the Leased Premises or any land unitized or pooled therewith; and the actual commencement of the drilling of either the top hole or the lateral portion, as the case may be, of any well upon the Leased Premises or lands unitized or pooled therewith, or any other operations conducted in an effort to obtain, restore, reestablish, maintain or increase production of any leased minerals from the Premises and/or other lands unitized therewith.

# CHOICE OF LAW AND VENUE:

All disputes are to be resolved under West Virginia law in West Virginia Circuit court.

IN WITNESS WHEREOF, the parties hereto have executed this Addendum to Oil and Gas Lease as of the day and year first above written.

LESSOR:	LESSEE: CNX Gas Company LLC
Michel Shigh	By MO C Bally
Michael S. Riggle	Name Michael L. Hollday  Title Assistant Vice President
	Assistant vice Plesident
ACK	NOWLEDGMENTS
STATE/COMMONWEALTH OF W	
by / Ichail o. higger	knowledged before me on the 30 day of Nov, 20/7
whose name(s) are signed hereto, in my In witness hereof, I hereunto set	my hand and official seal.
(Notarial Seal)	Ny hana ana omitta stati
(1000000	Duthum S. Evans
OFFICIAL SEAL STATE OF WEST VIRGINIA NOTARY PUBLIC KATHRYN S. EVANS Fitzsimmons Law Firm PLLC 1609 Warwood Ave. Wheeling, WV 26003 My Commission Expires April 24, 2021	My commission expires 4-24-21
COMMONWEALTH OF PENNSYLVA COUNTY OF WASHINGTON  The foregoing instrument was as	knowledged before me on the 5th day of January 2018
by Michael L. Holiday	, who acknowledged himself to be
the Accident Vica Precident	of CNX Gas Company LLC, and
that he, being authorized to do so, exc limited liability company, in my said Sta In witness hereof, I hereunto set	ecuted the foregoing instrument on behalf of the of the ate.
(Notarial Seal)	Pa 11
COMMONWEALTH OF PENNSYLVANIA  NOTARIAL SEAL  Casey Yantko, Notary Public  Cecil Twp., Washington County  My Commission Expires March 12, 2019  MEMBER, PENNSYLVANIA ASSOCIATION OF NOTASIES	NOTARY PUBLIC My commission expires 3-12-1019



Erika Whetstone Permitting Manager 1000 Consol Energy Dr. Canonsburg, PA 15317 (724) 485-4035

January 29, 2018

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

RE: Road Letter - MAJ6HSU Well Pad

To Whom it May Concern:

CNX Gas Company LLC (CNX) has the right to drill, stimulate, and produce wells that are drilled under the County and State Roads as designated on the plans.

If any further information or correspondence is required, please contact me at (724) 485-4035 or ErikaWhetstone@cnx.com.

Sincerely,

Erika Whetstone Permitting Manager

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

211113	ce Certification: 2-14-17	AI	PI No. 47		
		OI	perator's	Well No. MAJ6	GHSU
		W	ell Pad N	ame: MAJ6HS	U
Notice has l					
	e provisions in West Virginia Code	§ 22-6A, the Operator has provide	ed the req	uired parties w	rith the Notice Forms listed
	tract of land as follows:	F.		E20572 400	
State:	West Virginia Marshall		asting: orthing:	538572.198 4420612.217	
County: District:	Webster	Public Road Access		Dry Ridge Road-0	CR48
Quadrangle:	Majorsville	Generally used farm		Consol	21.10
Watershed:	Wheeling Creek	constant used harm	· manner		
prescribed by it has provid information r of giving the requirements Virginia Cod	West Virginia Code § 22-6A-7(b), the secretary, shall be verified and seed the owners of the surface described and seed the owners of the surface described and (c), so surface owner notice of entry to surface owner notice of entry to surface owner notice of subsection (b), section sixteen of \$22-6A-11(b), the applicant shall thave been completed by the applicant	hall contain the following inform bed in subdivisions (1), (2) and ection sixteen of this article; (ii) the arvey pursuant to subsection (a), of this article were waived in writender proof of and certify to the	nation: (14), subset (4), subset hat the receive section to riting by t	<ul> <li>A certification ection (b), securirement was en of this article</li> <li>be surface ow</li> </ul>	on from the operator that (i) tion ten of this article, the deemed satisfied as a result cle six-a; or (iii) the notice oner; and Pursuant to West
	West Virginia Code § 22-6A, the Operator has properly served the require		Notice Co	ertification	
	ECK ALL THAT APPLY	a parties with the following.		- 7	OOG OFFICE USE ONLY
*PLEASE CHI		_			
*PLEASE CHI	ECK ALL THAT APPLY	NOTICE NOT REQUIRED SEISMIC ACTIVITY WAS CO	ONDUCT	red	ONLY  RECEIVED/
*PLEASE CHI	ECK ALL THAT APPLY FICE OF SEISMIC ACTIVITY or	■ NOTICE NOT REQUIRED SEISMIC ACTIVITY WAS CO VEY or ■ NO PLAT SURVEY	ONDUCT WAS CO	DED ONDUCTED USE	ONLY  RECEIVED/ NOT REQUIRED
*PLEASE CHI	ECK ALL THAT APPLY FICE OF SEISMIC ACTIVITY or FICE OF ENTRY FOR PLAT SURV	■ NOTICE NOT REQUIRED SEISMIC ACTIVITY WAS CO /EY or ■ NO PLAT SURVEY  □ NOTICE NOT REQUIRED NOTICE OF ENTRY FOR PLAT	WAS CO D BECAU AT SURV	DED DESCRIPTION OF THE PROPERTY OF THE PROPERT	ONLY  RECEIVED/ NOT REQUIRED  RECEIVED  RECEIVED/
*PLEASE CHI  1. NO*  2. NO*  3. NO*	ECK ALL THAT APPLY FICE OF SEISMIC ACTIVITY or FICE OF ENTRY FOR PLAT SURV	■ NOTICE NOT REQUIRED SEISMIC ACTIVITY WAS COVEY OF ■ NO PLAT SURVEY □ NOTICE NOT REQUIRED NOTICE OF ENTRY FOR PLAY WAS CONDUCTED OF □ WRITTEN WAIVER BY	WAS CO D BECAU AT SURV	DED DESCRIPTION OF THE PROPERTY OF THE PROPERT	ONLY  RECEIVED/ NOT REQUIRED  RECEIVED  RECEIVED/
*PLEASE CHI  1. NO'  2. NO'  3. NO'	ECK ALL THAT APPLY FICE OF SEISMIC ACTIVITY OF FICE OF ENTRY FOR PLAT SURV	■ NOTICE NOT REQUIRED SEISMIC ACTIVITY WAS COVEY OF ■ NO PLAT SURVEY □ NOTICE NOT REQUIRED NOTICE OF ENTRY FOR PLAY WAS CONDUCTED OF □ WRITTEN WAIVER BY	WAS CO D BECAU AT SURV	DED DESCRIPTION OF THE PROPERTY OF THE PROPERT	ONLY  RECEIVED/ NOT REQUIRED  RECEIVED  RECEIVED/ NOT REQUIRED

Required Attachments:

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

0 110 11	CAT		Landing	
Certification	of Notice	18	nereby	given

4705102009

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

Well Operator:	CNX Gas Company, LLC	Address:	1000 Consol Energy Drive
By:	Raymond Hoon		Canonsburg, PA 15317
Its:	Permitting Supervisor	Facsimile:	
Telephone:	724-485-3540	Email:	RaymondHoon@CNX.com
М	ONWEALTH OF PENNSYLVANIA  NOTARIAL SEAL  Lori L. Walker, Notary Public  Richhill Twp., Greene County  y Commission Expires Feb. 23, 2019  PENNSYLVANIA ASSOCIATION OF NOTARIES	Subscribed and swo	orn before me this in day of Follow 2018  Notary Public

# Oil and Gas Privacy Notice:

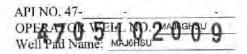
The Office of Oil and Gas processes your personal information, such as name, address and telephone number, as part of our regulatory duties. Your personal information may be disclosed to other State agencies or third parties in the normal course of business or as needed to comply with statutory or regulatory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

RECEIVED
Office of Oil and Gas

WW-6A (9-13) API NO. 47OPERATOR WELL NO. MAJBGHSU
Well Pad Name: MAJBHSU

# STATE OF WEST VIRGINIA DEPARTMENT OF ENVIRONMENTAL PROTECTION, OFFICE OF OIL AND GAS $\underline{\text{NOTICE OF APPLICATION}}$

Notice Time Requirem	nent: notice shall be provi	ided no later that	the filing date of permit	application.				
Date of Notice: 2/2/18	Date Permit Applica	tion Filed: 2	14-18					
Notice of:	- 2000 00000 00000			171	N E 4	Λ Δ	A .	
				4/1	051	02	0 0	9
PERMIT FOR AN	NY CERTIFI	ICATE OF APP	ROVAL FOR THE					
WELL WORK	CONSTI	RUCTION OF A	N IMPOUNDMENT OR	PIT				
Delivery method purs	uant to West Virginia C	ode § 22-6A-10	b)					
PERSONAL	✓ REGISTERED		DD OF DELIVERY THAT					
SERVICE	MAIL	RECEI	PT OR SIGNATURE CON	IFIRMATION				
bil and gas leasehold bei described in the erosion a operator or lessee, in the more coal seams; (4) The well work, if the surface impoundment or pit as de- nave a water well, spring provide water for consum- proposed well work active subsection (b) of this sec- records of the sheriff req- provision of this article to Code R. § 35-8-5.7.a rec-	ng developed by the propo- and sediment control plans a event the tract of land on ver- e owners of record of the si- tract is to be used for the p- escribed in section nine of g or water supply source loc- inguition by humans or dome wity is to take place. (c)(1) I etion hold interests in the la- quired to be maintained pur- to the contrary, notice to a li- quires, in part, that the open	sed well work, if submitted pursua which the well pr urface tract or tra placement, constraint this article; (5) A cated within one estic animals; and If more than three ands, the applicant suant to section et lien holder is not grator shall also pur	ted; (2) The owners of recorthe surface tract is to be use in to subsection (c), section apposed to be drilled is located its overlying the oil and gas action, enlargement, alteration, surface owner or water phousand five hundred feet of (6) The operator of any nature tenants in common or other traction are the documents of the individual of the well stressed in the well stressed in the well stressed in the well stressed in section 15 of	ed for roads or of seven of this are ded [sic] is known leasehold being on, repair, remonurveyor who is of the center of the center of the converse of the center of the converse of the center of this constant of this constant of this constant of the center of the center of this constant of the center of the c	other land ticle; (3) or to be un g develop oval or about known to the well p field with interests on the person ode. (2) Nor is the la	disturba The coal Inderlain bed by the andonme of the app bad whice hin which described described otwithsta	owner, by one e e propose ent of an licant to h is use h the d in the d in the anding a r. W. Va	or sed ny o ed to e any ia.
☑ Application Notice	☑ WSSP Notice ☑ E&	&S Plan Notice	☑ Well Plat Notice is h	ereby provide	d to:			
SURFACE OWNER	(s) /		COAL OWNER OR LE	ESSEE				
Name: CNX Land, LLC			Name: See attached.					
Address: 1000 Consol Ener	gy Drive		Address:					
Canonsburg, PA 15317						-		
Name:		-01	COAL OPERATOR					
Address:		_	Name:			-		
SUDEACE OWNED	(s) (Road and/or Other Di	(atuulaan aa)	Address:			-		
Name: Consol Mining Compa		sturbance)	SURFACE OWNER O	E WATER WI	OT T	_		
Address: 1000 Consol Ener	,	-	AND/OR WATER PURV		iLL			
Canonsburg, PA 15317	gy blive	_						
		_	Address:					
Address:		-	Addiess,			-		
Assetts SCHOIL			OPERATOR OF ANY	NATURAL G	AS STOL	RAGE	TELD	
SURFACE OWNER	(s) (Impoundments or Pits	s)	Name: COLUMBIA GAS TRAN		51.01	.5.52.1		
	(c) (an position of a re-		Address: P. O. BOX 1273		/	-		
Address:		3)	CHARLESTON, WV 25325	-			CEIVE	
			*Please attach additional	forms if necess	ary	Office o	t Oil an	d Gas



Notice is hereby given:

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

### This Notice Shall Include:

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

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

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

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

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

### Well Location Restrictions

Pursuant to W. Va. Code § 22-6A-12, Wells may not be drilled within two hundred fifty feet measured horizontally from any existing water well or developed spring used for human or domestic animal consumption. The center of well pads may not be located within six hundred twenty-five feet of an occupied dwelling structure, or a building two thousand five hundred square feet or larger used to house or shelter dairy cattle or poultry husbandry. This limitation is applicable to those wells, developed springs, dwellings or agricultural buildings that existed on the date a notice to the surface owner of planned entry for surveying or staking as provided in section ten of this article or a notice of intent to drill a horizontal well as provided in subsection (b), section sixteen of this article was provided, whichever occurs first, and to any dwelling under construction prior to that date. This limitation may be waived by written consent of the surface owner transmitted to the department and recorded in the real property records maintained by the clerk of the county commission for the county in which such property is located. Furthermore, the well operator may be granted a variance by the secretary from these distance restrictions upon submission of a plan which identifies the sufficient measures, facilities or practices to be employed during well site construction, drilling and operations. The variance, if granted, shall include terms and conditions the department requires to ensure the safety and protection of affected persons and property. The terms and conditions may include insurance, bonding and indemnification, as well as technical requirements. (b) No well pad may be prepared or well drilled within one hundred feet measured horizontally from any perennial stream, natural or artificial lake, pond or reservoir, or a wetland, or within three hundred feet of a naturally reproducing trout stream. No well pad may be located within one thousand feet of a surface or ground water intake of a public water supply. The distance from the public water supply as identified by the department shall be measured as follows: (1) For a surface water intake on a lake or reservoir, the distance shall be measured from the boundary of the lake or reservoir. (2) For a surface water intake on a flowing stream, the distance shall be measured from a semicircular radius extending upstream of the surface water intake. (3) For a groundwater source, the distance shall be measured from the wellhead or spring. The department may, in its discretion, waive these distance restrictions upon submission of a plan identifying sufficient measures, facilities or practices to be employed during well site construction, drilling and operations to protect the waters of the state. A waiver, if granted, shall impose any permit conditions as the secretary considers necessary. (c) Notwithstanding the foregoing provisions of this section, nothing contained in this section prevents an operator from conducting the activities permitted or authorized by a Clean Water Act Section 404 permit or other approval from the United States Army Corps of Engineers within any waters of the state or within the restricted areas referenced in this section. (d) The well location restrictions set forth in this section shall not apply to any well on a multiple well pad if at least one of the wells was permitted prior to the effective date of this article. (c) The secretary shall, by December 31, 200 gas Legislature on the noise, light, dust and volatile organic compounds generated by the drilling of horizontal wells as they relate to the well location restrictions regarding occupied dwelling structures pursuant to this section. Upon a finding, if any, by the secretary that a the well location restrictions regarding occupied dwelling structures are inadequate or otherwise require alteration to address the items

WW-6A (8-13)

API NO. 47-OPERATOR WELL NO. MAJEGHSU Well Pad Name: MAJ6HSU

examined in the study required by this subsection, the secretary shall have the authority to propose for promulgation legislative rules establishing guidelines and procedures regarding reasonable levels of noise, light, dust and volatile organic compounds relating to drilling horizontal wells, including reasonable means of mitigating such factors, if necessary. 4705102009

## Water Well Testing:

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

## Water Testing Laboratories:

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

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

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

## **Written Comment:**

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

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

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Office of Oil and Gas Such persons may request, at the time of submitting written comments, notice of the permit decision and a list of persons qualified to test water. NOTE: YOU ARE NOT REQUIRED TO FILE ANY COMMENT. FEB 1 5 2018

API NO. 47-OPERATOR WELL NO. MAJ6GHSU Well Pad Name: MAJ6HSU 4 7 5 1 0 2 0 0 0

## Time Limits and Methods for Filing Comments.

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

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

## **Comment Requirements**

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

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

# Permit Denial or Condition

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

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

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

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

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WW-6A (8-13) API NO. 47-OPERATOR WELL NO. MAJ6GHSU Well Pad Name: MAJ6HSU

4705102009

Notice is hereby given by:

Well Operator: CNX Gas Company, LLC

Telephone: 724-485-3540

Email: RaymondHoon@CNX.com

Name House

Address: 1000 Consol Energy Drive

Canonsburg, PA 15317

Facsimile:

Oil and Gas Privacy Notice:

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

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

COMMONWEALTH OF PENNSYLVANIA

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

Subscribed and sworn before me this 4th day of February 2018

Notary Public

My Commission Expires

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4705102009

# Coal Owner(s):

HCC Investments, Inc. 824 N. Market St STE 900 Wilmington, DE 19801

Conrhein Coal Company 1000 Consol Energy Drive Canonsburg, PA 15317

Consol Pennsylvania Coal Company LLC 1000 Consol Energy Drive Canonsburg, PA 15317

CNX Thermal Holdings LLC 1000 Consol Energy Drive / Canonsburg, PA 15317

# Surface Owner of Water Well and/or Water Purveyor(s):

Robert R Riggle et ux RR4 Box 25A Cameron, WV 26033

Consolidation Coal Company 1000 Consol Energy Drive Canonsburg, PA 15317

William Toland et ux 1747 Dry Ridge Road Cameron, WV 26033

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Office of Oil and Gas

FEB 1 5 2018

WV Department of Environmental Protection

Page 1 of 1

# STATE OF WEST VIRGINIA DEPARTMENT OF ENVIRONMENTAL PROTECTION, OFFICE OF OIL AND GAS NOTICE OF INTENT TO DRILL

Pursuant to W. Va. Code § 22-6A-16(b), the Notice of Intent to Drill is only required if the notice requirements of W. Va. Code § 22-6A-10(a) have NOT been met or if the Notice of Intent to Drill requirement has NOT been waived in writing by the surface owner.

Date of Notic		led at least TEN (10) days prior to filing a e Permit Application Filed:	
Delivery met	hod pursuant to West Virginia Cod	le § 22-6A-16(b)	
☐ HAND	■ CERTIFIED MAIL		
DELIVE		DEOLIESTED	
DELIVE	KY KETOKN KECEIPT	REQUESTED	
eceipt reques brilling a hori of this subsect ubsection ma and if available	sted or hand delivery, give the surface izontal well: <i>Provided</i> , That notice gation as of the date the notice was proved by the waived in writing by the surface le, facsimile number and electronic management.	en days prior to filing a permit application, a owner notice of its intent to enter upon the given pursuant to subsection (a), section to vided to the surface owner: <i>Provided</i> , how a owner. The notice, if required, shall included address of the operator and the operator	ne surface owner's land for the purpose of this article satisfies the requirement vever, That the notice requirements of this ude the name, address, telephone number
Vame: CNX Lan	reby provided to the SURFACE	Name: Consol Mining Compa	any II C
	Consol Energy Drive	Address: 1000 Consol Energ	
Canonsburg, PA		Canonsburg, PA 15317	y Dilve
ursuant to W ne surface ov	Vest Virginia Code § 22-6A-16(b), no wner's land for the purpose of drilling	otice is hereby given that the undersigned a horizontal well on the tract of land as fo	
fursuant to Whee surface ow tate: County:	est Virginia Code § 22-6A-16(b), no		llows:
ursuant to We surface ow tate: County: District:	Vest Virginia Code § 22-6A-16(b), no vner's land for the purpose of drilling West Virginia Marshall	a horizontal well on the tract of land as fo  UTM NAD 83  Easting: Northing:	llows: 538572.20 4420612.22
Pursuant to Whe surface ow state: County: District: Quadrangle:	Vest Virginia Code § 22-6A-16(b), no vner's land for the purpose of drilling West Virginia Marshall Webster	uTM NAD 83  Public Road Access:	Hows: 538572.20 4420612.22 Dry Ridge Road-CR48
he surface ow state: County: District: Quadrangle: Watershed: Phis Notice Pursuant to Vacsimile numelated to hor	Vest Virginia Code § 22-6A-16(b), no vner's land for the purpose of drilling West Virginia  Marshall  Webster  Majorsville  Wheeling Creek  Shall Include:  West Virginia Code § 22-6A-16(b), no ber and electronic mail address of izontal drilling may be obtained from	uTM NAD 83  Public Road Access:	Blows: 538572.20 4420612.22 Dry Ridge Road-CR48 Consol  ess, telephone number, and if available ed representative. Additional information f Environmental Protection headquarters
Pursuant to Whe surface own tate: County: District: Quadrangle: Vatershed: Pursuant to Vaccimile numerated to hore to be contacted at 601 Notice is her	Vest Virginia Code § 22-6A-16(b), no vner's land for the purpose of drilling West Virginia  Marshall  Webster  Majorsville  Wheeling Creek  Shall Include:  West Virginia Code § 22-6A-16(b), no ber and electronic mail address of izontal drilling may be obtained from 57th Street, SE, Charleston, WV 253  reby given by:	a horizontal well on the tract of land as fo  UTM NAD 83  Easting: Northing: Public Road Access: Generally used farm name:  this notice shall include the name, addressed the operator and the operator's authorized in the Secretary, at the WV Department of	Blows: 538572.20 4420612.22 Dry Ridge Road-CR48 Consol  ess, telephone number, and if available ed representative. Additional information f Environmental Protection headquarters
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Pursuant to Whe surface own tate: County: District: Quadrangle: Vatershed:  Chis Notice Pursuant to Vaccimile numelated to horiocated at 601  Notice is her Vell Operator Address: Canonsburg, PA	Vest Virginia Code § 22-6A-16(b), no vner's land for the purpose of drilling West Virginia  Marshall  Webster  Majorsville  Wheeling Creek  Shall Include:  West Virginia Code § 22-6A-16(b), no ber and electronic mail address of izontal drilling may be obtained from 57th Street, SE, Charleston, WV 253  reby given by:  CNX Gas Company, LLC  1000 Consol Energy Drive	this notice shall include the name, address:  Authorized Representative:  Address:  Canonsburg, PA 15317	bllows: 538572.20 4420612.22 Dry Ridge Road-CR48 Consol  ess, telephone number, and if available ed representative. Additional information of Environmental Protection headquarters ep.wv.gov/oil-and-gas/pages/default.aspx.  Raymond Hoon 1000 Consol Energy Drive

# Oil and Gas Privacy Notice:

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



# WEST VIRGINIA DEPARTMENT OF TRANSPORTATION

# Division of Highways

Office of the District Engineer/Manager District Six

Jim Justice Governor

1 DOT Drive · Moundsville, West Virginia 26041-2353 · (304) 843-4008

Gregory L. Bailey, P. E. **Acting Commissioner** of Highways

January 19, 2018

Raymond Hoon CNX Gas Company, LLC 1000 Consol Energy Drive Canonsburg, PA 15317

RE: Permit #06-2016-0420

Dear Mr. Hoon:

Your request for continuation of the above listed permit, per the conditions specified herein is hereby approved, subject to all conditions and stipulations included in the original permit documents and Addendum letter. This letter will serve as notice that the permit(s) will now expire one year from the date of this letter.

A copy of the permit and this letter shall be available on the job at all times while the work is in progress for inspection by the West Virginia Division of Highways personnel.

Please attach this letter to and make it a part of the specified Permit(s). If you have any questions or desire any additional information please contact Corey Gast at (304) 843-4019 between the business hours of 7:30 a.m. and 4:00 p.m.

Yours truly,

Corey M. Gast

Oil and Gas Coordinator

CMG:w

Gus H. Suwaid Cc:

Permit Distribution List

File

RECEIVED Office of Oil and Gas

FEB 1 5 2018

WV Department of Environmental Protection



4705102009

# WEST VIRGINIA DEPARTMENT OF TRANSPORTATION

**Division of Highways** 

1900 Kanawha Boulevard East • Building Five • Room 110
Earl Ray Tomblin Charleston, West Virginia 25305-0430 • (304) 558-3505
Governor

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

January 6, 2017

James A. Martin, Chief Office of Oil and Gas Department of Environmental Protection 601 57<sup>th</sup> Street, SE Charleston, WV 25304

Subject: DOH Permit for the MAJ-6 Well Pad, Marshall County

MAJ6EHSUT Well Site

MAJ6FHSUT Well Site

Dear Mr. Martin,

The West Virginia Division of Highways has issued Permit #06-2016-0420 for the subject site to CNX Gas Company LLC for access to the State Road for the well site located off of Marshall County Route 48 SLS.

The operator has signed an OIL AND GAS ROAD MAINTENANCE BONDING AGREEMENT and provided the required Bond. This operator is currently in compliance with the DOH OIL AND GAS POLICY dated January 3, 2012.

Very Truly Yours,

Gary K. Clayton

Regional Maintenance Engineer Central Office Oil &Gas Coordinator

Mary K. Clayton

Cc: Shannon Miller CNX Energy LLC.

CH, OM, D-6

File

# Section VI – Proposed Additives to be used in Fracturing or Stimulations

Type: Water CAS: 7732-18-5

Type: Silica CAS: 14808-60-7

Type: Hydrochloric Acid CAS: 7647-01-0

Type: Copolymer of Two Propenamide CAS: 69418-26-4

Type: Petroleum distillate CAS: 64742-47-8

Type: Glutaraldehyde CAS: 111-30-8

Type: Ethylene glycol CAS: 107-21-1

Type: Diethylene glycol mono n-butyl ether CAS: 112-34-5

Type: Oleic acid diethanolamide CAS: 93-83-4

Type: Alcohols, C12-16, ethoxylated CAS: 68551-12-2

Type: Quaternary ammonium compound CAS: 68424-85-1

Type: Ammonium chloride CAS: 12125-02-9

Type: Short chained glycol ether CAS: 112-34-5

Type: Ethoxylated (C10-16) alcohols CAS: 68002-97-1

Type: Metanol CAS: 67-56-1

Type: Formaldehyde CAS: 50-00-0

Type: Thiourea CAS: 62-56-6

Type: Acetophenone CAS: 98-86-2

RECEIVED
Office of Oil and Gas





APPROVED



CNX GAS COMPANY, LLC 200 HALLAM ROAD WASHINGTON, PA 15301

# MAJ-6 WELL SITE

### ENTRANCE LOCATION

NAD 83 - LAT: N 39° 56' 15.53"; LONG: W 80° 32' 46.44" NAD 27 - LAT: N 39° 56' 15.25": LONG: W 80° 32' 47.17" UTM (METERS) - N: 4420935,260; E: 538768,666

### CENTER OF WELL PAD LOCATION

NAD 83 - LAT: N 39° 56' 04.90": LONG: W 80° 32' 54.20" NAD 27 - LAT: N 39° 56' 04.62"; LONG: W 80° 32' 54.93" UTM (METERS) - N: 4420606.599; E: 538586.158

### CENTER OF TANK PAD LOCATION

NAD 83 - LAT: N 39° 56' 13.22"; LONG: W 80° 32' 49.32" NAD 27 - LAT: N 39° 56' 12.94"; LONG: W 80° 32' 50.05" UTM (METERS) - N: 4420863.695; E: 538700.677

# WEBSTER DISTRICT. MARSHALL COUNTY, WEST VIRGINIA DATE: JANUARY II, 2017

# Blue Mountain Inc.

10125 Mason Dixon Hwy. Burton, WV 26562-9656 Engineers and Land Surveyors (304) 662-6486



ACT 287 INFORMATION

NOTE: DRAWING WAS CREATED ON 22x34 PAPER, 1|x17 DRAWINGS ARE HALF SCALE. REFER TO SCALE BAR FOR PROPER SCALING.



LOCATION MAP

#### ENVIRONMENTAL NOTES

A WETI AND DELINEATION WAS REPROSHED ON APRIL 29 2015 & OCTOBER 3. 2016 BY BLUE MOUNTAIN INC. TO REVIEW THE SITE FOR WATERS AND WETLANDS THAT ARE MOST LIKELY WITHIN THE REGULATORY PURVIEW OF THE U.S. ARMY CORPS OF ENGINEERS AND/OR THE WEST VIRGINIA DEPARTMENT DE ENVIRONMENTAL PROTECTION. THE NOVEMBER 7, 2016 REPORT FOR THE THOMAS WELL SITE, WHICH WAS PREPARED BY BLUE MOUNTAIN INC. SUMMARIZES THE RESULTS OF THE FIELD DELINEATION. THE REPORT DOES NOT, IN ANY WAY REPRESENT A JURISDICTIONAL DETERMINATION OF THE LANDWARD LINITS OF WATERS AND WETLANDS WHICH MAY BE REGULATED BY THE USACE OR WYDEP. IT IS STRONGLY RECOMMENDED THAT THE AFGREMENTIONED AGENCIES BE CONSULTED IN AN EFFORT TO GAIN CONFIRMATION OF THE DELINEATION DESCRIBED BY THE REPORT PRIOR TO ENGAGING CONSTRUCTION ON THE PROPERTY DESCRIBED HEREIN THE DEVELOPER SHALL DBTAIN THE APPROPRIATE PERMITS FROM THE FEDERAL AND/OR STATE REGULATORY AGENCIES PRIOR TO ANY PROPOSED IMPACTS TO WATERS OF THE U.S., INCLUDING WETLAND FILLS AND STREAM CROSSINGS.

#### GEOTECHNICAL NOTES

A SUBSURFACE INVESTIGATION OF THE PROPOSED SITE WAS PERFORMED IN THE FIELD BY NGE, LLC ON MAY 28, 2015. THE REPORTS PREPARED BY NGE. LLC DATED NOVEMBER 5, 2016 REFLECTS THE RESULTS OF THE SUBSURFACE INVESTIGATION. PLEASE REFER TO THE SUBSURFACE INVESTIGATION REPORT FOR ADDITIONAL INFORMATION, AS NEEDED.

### RESTRICTIONS

- 1. THERE ARE NO NATURALLY PRODUCING TROUT STREAMS WITHIN 300' OF THE PAD & LOD.
- 2. THERE ARE NO GROUNCWATER INTAKE OR PUBLIC WATER SUPPLY FACILITIES WITHIN 1000' OF THE PAD AND LOD
- 3. THERE ARE NO EXISTING WATER WELLS OR DEVELOPED SPRINGS WITHIN 250' OF THE WELLS BEING DRILLED 4. THERE ARE NO OCCUPIED DWELLING STRUCTURES WITHIN 625' OF THE
- CENTER OF THE PAD 5. THERE ARE NO AGRICULTURAL BUILDINGS LARGER THAN 2,500 BOUARE
- FEET WITHIN 525' OF THE CENTER OF THE PAD. 6. THERE ARE NO PERENNIAL STREAMS, LAKES, PONCS OR RESERVOIRS WITHIN
- 100' OF THE PROPOSED LIMITS OF DISTURBANCE.

I DO HEREBY CERTIFY TO THE BEST OF MY KNOWLEDGE, INFORMATION AND BELIEF THAT THE EROSION AND SECIMENT CONTROL PLAN AND SITE RESTORATION PLAN AND POST CONSTRUCTION BMPs ARE THUS AND CORRECT, REPRESENT ACTUAL FIELD CONDITIONS AND ARE IN ACCORDANCE WITH THE WEST VIRGINIA GODE AND THE DEPARTMENT'S RULES AND REGULATIONS. I AM AWARE THAT THEHE ARE SIGNIFICANT PENALTIES FOR SUBMITTING FALSE INFORMATION, INCLUDING THE POSSIBILITY OF FINE AND IMPRISONMENT.

Stue Mountain Inc

MAJ-6 WELL SITE





CALC ME SHOW

MINT NAME THAT THE

SHEET NO. 1



LOCATION MAP

# PROPERTY OWNERS

I. CONSOLIDATION COAL COMPANY/MURRAY ENERGY TM/PAR: 15-5/39

2. CNX LAND TM/PAR: 15-5/13

### ENTRANCE PERMIT

CNX GAS COMPANY, LLC. WILL OBTAIN AN ENCROACHMENT PERHIT (FORM MM-109) FROM THE WEST VIRSINIA DEPARTMENT OF TRANSPORTATION DIVISION OF HIGHWAYS, PRIOR TO COMMENCEMENT OF CONSTRUCTION ACTIVITIES

### MISS UTILITY

MISS UTILITY OF WEST VIRGINIA WAS NOTIFIED FOR THE LOCATING OF UTILITIES PRICE TO THIS PROJECT DESIGN (TICKET No. 15/1826722). IN ADDITION, MISS UTILITY WILL BE CONTACTED PRIOR TO THE START OF THE

### FLOODPLAIN NOTE

THE PROPOSED LIMITS OF DISTURBANCE FOR THIS PROJECT ARE NOT LOCATED IN A FLOOD ZONE, PER THE FLOOD INSURANCE RATE MAP (FIRM) NUMBERS 5405IC0125E

### SITE LOCATION

HEADING EAST ON ROUT 250 FROM MOUNDSVILLE APPROXIMATELY 14.5 MILES. TAKE A LEFT ONTO 891. HEAD EAST ON ROUTE 891 FOR 1.4 HILES, TO TURN NORTH ON ROUTE 48. HEAD NORTH ON ROUTE 48 FOR APPROXIMATELY 5.4 MILES, AND THE SITE ENTRANCE WILL BE ON THE LEFT.

	SHEET INDEX		SHEET INDEX
DWG #	DRAWING NAME	DWG #	DRAWING NAME
-1-	COVER SHEET	10	ACCESS ROAD X-SECTIONS
2	GENERAL NOTES (I CF 2)	11 1	PAD SECTIONS & PILE SECTIONS
3	GENERAL NOTES (2 OF 2)	12	RECLAMATION SITE PLAN
4	HALF-MILE BOUNDARY MAP	13	CONSTRUCTION DETAILS (I OF 5)
5	EXISTING CONDITIONS	14	CONSTRUCTION DETAILS (2 OF 5)
6	OVERALL SITE PLAN	15	CONSTRUCTION DETAILS (3 OF 5)
7	OVERALL SITE PLAN W/ ORTHO	16	CONSTRUCTION DETAILS (4 OF 5)
8	WELL FAD SITE PLAN	17	CONSTRUCTION DETAILS (5 OF 5)
9	ACCESS ROAD PROFILES	18	MATERIAL QUANTITIES

