

379311

COMMONWEALTH OF PENNSYLVANIA  
DEPARTMENT OF ENVIRONMENTAL PROTECTION

IN THE MATTER OF:

|                          |   |  |
|--------------------------|---|--|
| CNX Gas Company, LLC     | : | 2012 Oil and Gas Act                   |
| 1000 CONSOL Energy Drive | : | The Clean Streams Law                  |
| Canonsburg PA 15317      | : | Coal and Gas Resource Coordination Act |
|                          | : | Various Counties                       |

CONSENT ORDER AND AGREEMENT

This Consent Order and Agreement (“COA”) is entered into this 2nd day of October, 2019, by and between the Commonwealth of Pennsylvania, Department of Environmental Protection (“Department”), and CNX Gas Company, LLC (“CNX”).

Findings

The Department has found and determined the following:

A. The Department is the agency with the duty and authority to administer and enforce the Oil and Gas Act, Act of February 14, 2012, P.L. 87, No. 13, 58 Pa. C.S. §§ 3201 – 3274 (“2012 Oil and Gas Act”); The Clean Streams Law, Act of June 22, 1937, P.L. 1987, *as amended*, 35 P.S. § 691.1 – 691.1001 (“The Clean Streams Law”); the Coal and Gas Resource Coordination Act, Act of December 18, 1984, P.L. 1069, 58 P.S. §§ 501 – 518, *as amended*; Section 1917-A of the Administrative Code of 1929, Act of April 9, 1929, P.L. 177, *as amended*, 71 P.S. § 510-17 (“Administrative Code”); and the rules and regulations promulgated thereunder (“Regulations”).

B. CNX is a Virginia limited liability corporation, registered in Pennsylvania, that is engaged in various oil and gas exploration and production activities in southwestern

Pennsylvania. CNX's business address is 1000 Consol Energy Drive, Canonsburg, Pennsylvania 15317.

C. Among other assets owned in Pennsylvania, CNX is the "owner" and/or "operator," as those terms are defined in Section 3203 of the 2012 Oil and Gas Act, 58 Pa C.S. § 3203, of 148 gas wells located in various counties in southwestern Pennsylvania and which are identified in Exhibit A ("the Wells"). The areas occupied by the equipment or facilities necessary for or incidental to the drilling, production, or plugging of the Wells are "Well Sites" as that term is defined in Section 3216(h) of the 2012 Oil and Gas Act, 58 Pa. C.S. § 3216(h), and 25 Pa. Code §§ 78.1 and 78a.1.

D. On February 15, 2018, CNX reported to the Department that the Wells did not produce oil or gas during the period from January 1, 2017 through December 31, 2017.

E. Pursuant to Section 3203 of the 2012 Oil and Gas Act, 58 Pa. C.S.A. § 3203, a well is an "abandoned well" if it "has not been used to produce, extract or inject any gas, petroleum or other liquid within the preceding 12 months."

F. Pursuant to Section 3220(a) of the 2012 Oil and Gas Act, 58 Pa. C.S.A. § 3220(a), "upon abandoning a well, the owner or operator shall plug it in the manner prescribed by regulation of the department . . . ."

G. As of the dates and during the period set forth in Paragraph D, each of the Wells is an "abandoned well" as that term is defined in Section 3203 of the 2012 Oil and Gas Act, 58 Pa. C.S.A. § 3203, and CNX was required to immediately plug the Wells upon abandonment in accordance with Section 3220(a) of the 2012 Oil and Gas Act, 58 Pa. C.S.A. § 3220(a). CNX is currently in violation of Section 3220(a) of the 2012 Oil & Gas Act, 58 Pa. C.S.A. § 3220(a), due to its failure to plug the Wells upon abandonment.

H. The violations described in Paragraph G constitute unlawful conduct under Section 3259 of the 2012 Oil and Gas Act, 58 Pa. C.S.A. § 3259, and a public nuisance under Section 3252 of the 2012 Oil & Gas Act, 58 Pa. C.S.A. § 3252.

I. CNX has the legal responsibility under Sections 3216(d) and 3220(a) of the 2012 Oil and Gas Act, 58 Pa. C.S.A. §§ 3216(d) and 3220(a), and Section 513 of the Coal and Gas Resource Coordination Act, 58 P.S. § 513, to plug abandoned wells and restore the Well Sites within nine months after plugging.

J. On July 20, 2018, the Department issued an Order to CNX (“Order”), which directed CNX to plug and restore abandoned wells, some of which are included in Exhibit A. The wells from the Order that are not included in Exhibit A are no longer owned or operated by CNX.

K. On August 17, 2018, CNX appealed the Order to the Environmental Hearing Board (“EHB”), wherein it denied conclusions reached by the Department. The appeal is docketed at EHB Docket No. 2018-084-R (“EHB Appeal”).

L. CNX has requested that it be allowed to plug and restore the Wells on a schedule acceptable to the Department. The Department has agreed to this request to the extent set forth below.

## Order

After full and complete negotiation of all matters set forth in this COA, and upon mutual exchange of the covenants contained herein, the Parties desiring to avoid litigation and intending to be legally bound, it is hereby ORDERED by the Department and AGREED to by CNX as follows:

1. Authority. This COA is an Order of the Department authorized and issued pursuant to Section 3253 of the 2012 Oil and Gas Act, 58 Pa. C.S. § 3253; Section 504 of the Coal and Gas Resource Coordination Act, 58 P.S. § 504; Sections 5, 316, and 402 of The Clean Streams Law, 35 P.S. §§ 691.5, 691.316, and 691.402; and Section 1917-A of the Administrative Code, 71 P.S. § 510-17.

2. Findings.

a. CNX agrees that the findings in Paragraphs A through F and J through L are true and correct, and, in any matter or proceeding involving CNX and the Department, CNX shall not challenge the accuracy or validity of these findings.

b. The parties do not authorize any other persons to use the findings in this COA in any matter or proceeding.

3. Performance Bond.

a. Within thirty (30) business days after the date of execution of this COA, CNX shall submit to the Department an administratively complete performance bond in the amount of One Million Four Hundred Eighty Thousand Dollars (\$1,480,000.00) (“Performance Bond”). For the purpose of this COA, the term “administratively complete performance bond” shall mean a performance bond that conforms to the template model attached hereto as Exhibit B and be acceptable to the Department.

b. The failure of CNX to post the Performance Bond for any reason shall nullify this COA in all respects.

c. Forfeiture of the Performance Bond shall not be governed by the forfeiture provisions of Section 3225 of the 2012 Oil and Gas Act, 58 Pa. C.S.A. § 3225, but by the terms of Paragraph 8, below.

d. If CNX fully performs its obligations under this COA, and if CNX's obligations under this COA have been terminated in accordance with Paragraph 22, below, CNX may, in writing, request release of the Performance Bond from the Department, which release shall not be denied by the Department if the Department states in writing that this COA has been terminated pursuant to the requirements and conditions of Paragraph 22, below. No release of or reduction in the amount of the Performance Bond may be sought by CNX so long as any obligation(s), current or future, under this COA remain to be addressed.

4. Corrective Action.

a. *Well Plugging Schedule.* CNX shall plug the Wells and restore the Well Sites in accordance with the requirements of Sections 3220 and 3221 of the 2012 Oil and Gas Act, 58 Pa. C.S. §§ 3220 and 3221, Section 513 of the Coal and Gas Coordination Act, 58 P.S. § 513, and the Department's plugging regulations currently set forth at 25 Pa. Code §§ 78.91 – 78.98 and 78a.91 – 78a.98 and 25 Pa. Code §§ 78.124 and 78a.124, pursuant to the following requirements and schedule:

i. From January 1, 2019 through December 31, 2019, CNX shall plug at least five (5) of the Wells.

ii. From January 1, 2020 until all of the Wells have been plugged and no wells remain on Exhibit A, except for any Well transferred to a third party in

accordance with Paragraph 17, CNX shall plug at least twenty (20) of the Wells identified in Exhibit A during each calendar year. CNX shall submit certificates of plugging for the Wells to the Department in accordance with the requirements set forth in Paragraph 4.c., below.

b. *Notice of Intent to Plug.* At least three (3) days before commencing plugging activities at a Well, CNX shall submit Form 8000-FM-OOGM0005, "Notice of Intent By Well Operator To Plug a Well," and/or, if appropriate, Form 8000-PM-OOG0024, "Proposed Alternate Method or Material for Casing, Plugging, Venting or Equipping a Well", to the Department in accordance with the requirements set forth in Sections 3220 and 3221 of the 2012 Oil and Gas Act, 58 Pa. C.S. §§ 3220 and 3221.

c. *Plugging Certificates.* Within thirty (30) days after plugging a Well, CNX shall submit Form 8000-FM-OOGM0006, "Certificate of Well Plugging," to the Department in accordance with the requirements set forth in Sections 3220 and 3221 of the 2012 Oil and Gas Act, 58 Pa. C.S. §§ 3220 and 3221, and the Department's plugging regulations currently set forth at 25 Pa. Code §§ 78.124 and 78a.124.

d. *Well Site Restoration.* CNX shall restore the Well Sites, except for Well Sites where the Wells were transferred pursuant to Paragraph 17, and shall submit Form 8000-PM-OOGM0075, "Well Site Restoration Report," in accordance with Section 3216 of the 2012 Oil and Gas Act, 58 Pa. C.S. § 3216 (inclusive of 58 Pa. C.S.A. §3216(g), which allows for extensions subject to the requirements of the law), and the site restoration regulations set forth at 25 Pa. Code §§ 78.65 and 78a.65, and all applicable provisions of The Clean Streams Law and regulations promulgated thereunder.

e. *Modification of the Well Plugging Schedule.* If, in any calendar year starting on January 1, 2020, CNX plugs more than twenty (20) Wells, CNX may submit a request in writing to the Department for a carryover credit to be applied in subsequent years covered by the Well Plugging Schedule (“Carryover Credits”) must be submitted to the Department by the last business day of March of the subsequent calendar year.

5. Withdrawal of EHB Appeal. The obligations in this COA replace the obligations set forth by the Department in the Order. Within **five (5) business days** after full execution of this COA, CNX shall withdraw the EHB Appeal and provide written notification to the Department.

6. Annual Reports. Beginning on the last business day of March 2020, and continuing annually thereafter on the same date until CNX’s obligations under this COA are terminated in accordance with Paragraph 22, below, CNX shall submit to the Department pursuant to Paragraphs 12 and 23, below, a written annual report (“Annual Report”) containing the following information:

a. A list of the Wells, identified by permit number, name, and well number, which CNX has plugged during the previous calendar year period;

b. The number of Carryover Credits which CNX proposes to apply from the prior calendar year as provided in Paragraph 4.e., above;

c. A list of Wells for which Certificates of Plugging have not yet been submitted for Wells plugged in the preceding calendar year period in accordance with Paragraph 4.c., above; and

d. A list of Well Sites for which Well Site Restoration Reports have not yet been submitted for Wells plugged in the preceding calendar year period in accordance with Paragraph 4.d., above; and

e. CNX shall forward the Annual Reports to the person and address identified in Paragraph 12, below.

7. Stipulated Civil Penalties.

a. If CNX fails to comply in a timely manner with the provisions set forth in Paragraphs 4 and 5, above, or any term or provision of this COA, CNX shall be in violation of this COA and, in addition to other applicable remedies, shall pay a civil penalty in the amount of Three Hundred Fifty Dollars (\$350) per day for each violation.

b. Stipulated civil penalty payments shall be payable monthly on or before the fifteenth day of each succeeding month and shall be made by corporate check or the like made payable to "Commonwealth of Pennsylvania" and sent to the person and address identified in Paragraph 12, below.

c. Any payment under this Paragraph shall neither waive CNX's duty to meet its obligations under this COA nor preclude the Department from commencing an action to compel CNX's compliance with the terms and conditions of this COA. The payment resolves only CNX's liability for civil penalties arising from the violations of this COA for which the payment is made.

d. Stipulated civil penalties shall accrue from the date an obligation under Paragraph 4 or 5, or any term or provision of this COA, was to be performed by CNX. However, stipulated penalties shall not be due until notice is provided by the Department pursuant to Paragraph 8.b. CNX shall have fourteen (14) calendar days to correct the non-compliance and



provide the Department with information as to why CNX failed to timely comply, and the Department may, in its sole discretion, after consideration of CNX's response, waive or reduce any stipulated penalties otherwise due. If the Department does not waive or reduce such penalties, penalties shall be due for the days between the time that CNX was required to comply and the date that CNX corrected the non-compliance.

8. Non-Compliance with this COA. Forfeiture of the entire Performance Bond shall be pursued in accordance with the following procedures:

a. If CNX fails to comply in a timely manner with any obligation set forth in Paragraphs 3, 4, and/or 5, above, the Department will notify CNX in writing pursuant to Paragraph 13, below, of such noncompliance ("Notice of Noncompliance").

b. Upon CNX's receipt of a Notice of Noncompliance, CNX shall have fourteen calendar (14) days to correct the violations identified in the Notice of Noncompliance, or for such period of time as agreed upon by the Department in writing. CNX shall provide written documentation of any attempt to correct the violations identified in the Notice of Noncompliance.

c. If CNX fails to timely correct the violations identified in the Notice of Noncompliance, the Department, in its sole discretion, may forfeit the entire Performance Bond subject to Paragraph 21, below. Such forfeiture shall be in addition to any civil penalty liability that may be assessed for failure to comply with an order of the Department and Section 3256 (Civil Penalties) of the 2012 Oil and Gas Act, 58 Pa. C.S. § 3256, and stipulated civil penalties as set forth in Paragraph 7, above.

9. Additional Remedies.

a. In the event that CNX fails to comply with any provision of this COA, the Department may, in addition to the remedies prescribed herein, pursue any remedy available for a violation of an order of the Department, including an action to enforce this COA.

b. The remedies provided by this Paragraph and Paragraph 7 (Stipulated Civil Penalties) and Paragraph 8 (Non-compliance with this COA) are cumulative, and the exercise of one does not preclude the exercise of any other. The failure of the Department to pursue any remedy shall not be deemed to be a waiver of that remedy. The payment of a stipulated civil penalty, however, shall preclude any further assessment of civil penalties for the violation for which the stipulated penalty is paid.

10. Reservation of Rights.

a. The Department reserves the right to require additional measures to achieve compliance with applicable law, including, but not limited to, the right to require, at any time, that CNX:

1. Plug any well owned or operated by CNX, whether identified on Exhibit A or not, which poses a threat to the public health and safety or the environment; and

2. Plug other "abandoned wells" (wells which meet the definition of an "abandoned well" in Section 3203 of the 2012 Oil and Gas Act, 58 Pa. C.S.A. § 3203 that are not listed on Exhibit A) owned or operated by CNX.

b. CNX reserves the right to challenge any action which the Department may take to require those measures.

11. Liability of CNX. CNX shall be liable for any violations of the COA, including those caused by, contributed to, or allowed by its officers, agents, employees, or contractors.

CNX also shall be liable for any violation of this COA caused by, contributed to, or allowed by their successors and assigns, except for transfers of interests approved by the Department subject to Paragraph 17, below, or unless otherwise agreed in writing by the Department.

12. Correspondence with the Department. All correspondence with the Department concerning this COA shall be addressed to:

Attn: David McDermott  
Department of Environmental Protection  
District Oil and Gas Operations  
400 Waterfront Drive  
Pittsburgh, PA 15222-4745  
Email: davmcdermo@pa.gov  
Telephone: 412-442-5866  
Facsimile: 412-442-4328

13. Correspondence with CNX. All correspondence with CNX concerning this COA shall be addressed to:

Attn: Carrie Crumpton  
Director of Environmental Strategy and Compliance  
CNX Resources Corporation  
1000 Consol Energy Drive  
Canonsburg, PA 15317  
Email: carriecrumpton@cnx.com  
Telephone: 724-485-4164

CNX shall notify the Department in writing whenever there is a change in the contact person's name, title, or address. Service of any notice or any legal process for any purpose under this COA, including its enforcement, may be made by mailing a copy by first class mail to the above address or in electronic notification for Notices of Noncompliance as described in Paragraph 8, above.

14. Force Majeure.

a. If CNX is prevented from complying in a timely manner with any time limit imposed in this COA solely because of a strike, fire, flood, act of God, or other

circumstances beyond CNX's control and which CNX, by the exercise of all reasonable diligence, is unable to prevent, then CNX may petition the Department for an extension of time. An increase in the cost of performing the obligations set forth in this COA shall not constitute circumstances beyond CNX's control. CNX's economic inability to comply with any of the obligations of this COA shall not be grounds for any extension of time.

b. CNX shall only be entitled to the benefits of this Paragraph if it notifies the Department within five working days by telephone and within 10 working days, in writing, of the date it becomes aware, or reasonably should have become aware, of the event impeding performance. The written submission shall include all necessary documentation, as well as a notarized affidavit from an authorized individual specifying the reasons for the delay, the expected duration of the delay, and the efforts which have been made and are being made by CNX to mitigate the effects of the event and to minimize the length of the delay. The initial written submission may be supplemented within 10 working days of its submission. CNX's failure to comply with the requirements of this Paragraph specifically and in a timely fashion shall render this Paragraph null and of no effect as to the particular incident involved.

c. The Department will decide whether to grant all or part of the extension requested on the basis of all documentation submitted by CNX and other information available to the Department. In any subsequent litigation, CNX shall have the burden of proving that the Department's refusal to grant the requested extension was an abuse of discretion based upon the information then available to it.

15. Severability. The paragraphs of this COA shall be severable, and, should any part hereof be declared invalid or unenforceable, the remainder shall continue in full force and effect between the parties.

16. Entire Agreement. This COA shall constitute the entire integrated agreement of the parties. No prior or contemporaneous communications or prior drafts shall be relevant or admissible for purposes of determining the meaning or extent of any provisions herein in any litigation or any other proceeding.

17. Transfers of Interests in CNX, the Wells and/or the Well Sites.

a. The duties and obligations under this COA shall not be modified, diminished, terminated, or otherwise altered by the transfer of the Wells or Well Sites and/or any parts thereof unless otherwise agreed in writing by the Department or as provided for in Paragraph 17.d., below. Such legal or interests shall include, but not be limited to, transfers of the well permits or well registrations issued by the Department to CNX.

b. If CNX intends to transfer any legal or equitable interest in the Wells or any part thereof to a third-party transferee(s), CNX shall serve a copy of this COA upon the prospective transferee(s) of the legal and equitable interest in the Wells or Well Sites at least thirty (30) days prior to the contemplated transfer and shall simultaneously inform the Department's Southwest District Environmental Group Manager of Oil and Gas Operations in writing of such intent pursuant to Paragraph 12 (Correspondence with the Department).

c. No requests for transfers of any well permits or well registrations for the Wells after the date of this COA will be approved by the Department unless the transferee enters into a separate agreement acceptable to the Department.

d. If CNX seeks to pursue a transfer of any legal or equitable interest in any Wells or Well Sites, it may seek to modify this COA to authorize assignment of the respective obligations hereunder to such transferee. The Department in its sole discretion may agree to modify or terminate CNX's duties and obligations under this COA upon transfer of any legal or

equitable interest in any of the Wells or Well Sites. CNX waives any right that it may have to challenge the Department's decision in this regard.

18. Attorney Fees. The parties shall bear their respective attorney fees, expenses, and other costs in the prosecution or defense of this matter or any related matters arising prior to execution of this COA.

19. Modifications. No changes, additions, modifications, or amendments of this COA shall be effective unless they are set out in writing and signed by the parties hereto.

20. Titles. A title used at the beginning of any paragraph of this COA may be used to aid in the construction of that paragraph, but shall not be treated as controlling.

21. Decisions Under COA. Any decision which the Department makes under the provisions of this COA, including a notice that stipulated civil penalties are due or a notice that the Performance Bond is forfeited, is intended to be neither a final action under 25 Pa. Code § 1021.2, nor an adjudication under 2 Pa. C.S. § 101. Any objection which CNX may have to the decision will be preserved until the Department enforces this COA.

22. Termination of COA. CNX's obligations under this COA, but not the findings of this COA, shall terminate when CNX has: 1) completed all of the requirements of this COA; and 2) paid any outstanding stipulated penalties due under Paragraph 7, above.

23. Submission of Documents. If any document that CNX is required to submit pursuant to this COA, or any portion thereof, is disapproved by the Department in writing, CNX shall submit a revised document to the Department that addresses the Department's concerns within fourteen (14) calendar days. Documents submitted by CNX pursuant to this COA will

become requirements of this COA upon the Department's written approval, or approval as modified.

24. Execution of Agreement. This COA may be signed in counterparts, each of which shall be deemed to be an original and all of which together shall constitute one and the same instrument. Original signatures that are scanned and exchanged between CNX and the Department in Portable Document Format shall be valid and effective.

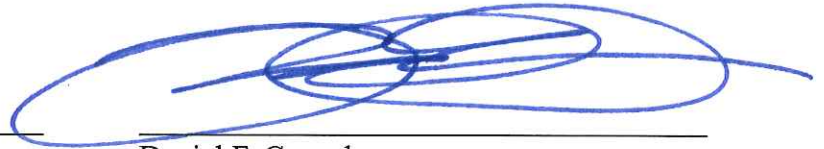
IN WITNESS WHEREOF, the parties hereto have caused this COA to be executed by their duly authorized representatives. The undersigned representatives of CNX certify under penalty of law, as provided by 18 Pa. C.S. § 4904, that they are authorized to execute this COA on behalf of CNX; that CNX consents to the entry of this COA as a final ORDER of the Department; and that CNX hereby knowingly waives its right to appeal this COA and to challenge its content or validity, which rights may be available under Section 4 of the Environmental Hearing Board Act, Act of July 13, 1988, P.L. 530, 35 P.S. § 7514; the Administrative Agency Law, 2 Pa. C.S. § 103(a) and Chapters SA and 7A; or any other provisions of law. Signature by CNX's attorney certifies only that the agreement has been signed after consulting with counsel.

FOR CNX GAS COMPANY, LLC:

FOR THE COMMONWEALTH OF PENNSYLVANIA, DEPARTMENT OF ENVIRONMENTAL PROTECTION:



Name: *Chad A. Griffith*  
Title: *President and CEO*



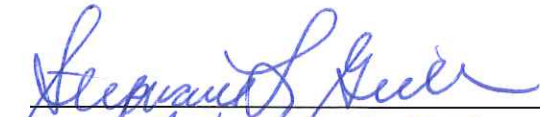
Daniel F. Counahan  
District Oil and Gas Manager  
Southwest District Oil and Gas Operations



Name: *Donald W. Rush*  
Title: *Senior VP and CFO*



Richard T. Watling  
Assistant Counsel  
Southwest Regional Office



Name: *Stephanie L. Gill*  
Attorney for CNX Gas Company, LLC



# **Exhibit A**

| # | PADEP Well Permit Number | Farm/Well Number                         | Well County | Well Municipality | Well Latitude | Well Longitude | Unconventional | Well Configuration | Well Type       |
|---|--------------------------|--|-------------|-------------------|---------------|----------------|----------------|--------------------|-----------------|
| 1 | 059-23939                | GREENE HILL/GREENON GH4 GH4              | GREENE      | CENTER            | 39.904472     | -80.294499     | No             | Vertical Well      | COALBED METHANE |
| 2 | 059-24145                | CONSOL PA COAL COMPANY GH3 059-24145 GH3 | GREENE      | CENTER            | 39.907702     | -80.307366     | No             | Deviated Well      | COALBED METHANE |
| 3 | 059-23108                | KIGER B-2 B-2                            | GREENE      | FREEPORT          | 39.780001     | -80.409317     | No             | Vertical Well      | COALBED METHANE |
| 4 | 059-23109                | KIGER B-5 B-5                            | GREENE      | FREEPORT          | 39.76911      | -80.404286     | No             | Vertical Well      | COALBED METHANE |
| 5 | 059-23111                | KIGER B-3 B-3                            | GREENE      | FREEPORT          | 39.777143     | -80.413014     | No             | Vertical Well      | COALBED METHANE |
| 6 | 059-23112                | KIGER B-1 B-1                            | GREENE      | FREEPORT          | 39.774212     | -80.407803     | No             | Vertical Well      | COALBED METHANE |
| 7 | 059-23451                | KIGER B-4A B-4A                          | GREENE      | FREEPORT          | 39.772446     | -80.400531     | No             | Vertical Well      | COALBED METHANE |
| 8 | 059-02031                | BLACKSVILLE II HENNEN II SHAFT I I       | GREENE      | GILMORE           | 39.751621     | -80.331126     | No             | Vertical Well      | COALBED METHANE |
| 9 | 059-02060                | BLACKSVILLE II 278 278                   | GREENE      | GILMORE           | 39.759135     | -80.302833     | No             | Vertical Well      | GAS             |

|    |           |   |        |         |           |            |    |               |                 |
|----|-----------|---|--------|---------|-----------|------------|----|---------------|-----------------|
| 10 | 059-22792 | BLACKSVILLE II BII-<br>14-L-1<br>14-L-1 | GREENE | GILMORE | 39.766605 | -80.324237 | No | Vertical Well | COALBED METHANE |
| 11 | 059-22794 | BLACKSVILLE II BII-<br>9-L-1<br>9-L-1   | GREENE | GILMORE | 39.752055 | -80.327984 | No | Vertical Well | COALBED METHANE |
| 12 | 059-22798 | BLACKSVILLE II BII-<br>3-L-1<br>BIII    | GREENE | GILMORE | 39.739278 | -80.330056 | No | Vertical Well | COALBED METHANE |
| 13 | 059-22801 | BLACKSVILLE II BII-<br>5-L-1<br>5-L-1   | GREENE | GILMORE | 39.744195 | -80.329866 | No | Vertical Well | COALBED METHANE |
| 14 | 059-22805 | BLACKSVILLE II BII-<br>17-M-3<br>17-M   | GREENE | GILMORE | 39.771107 | -80.304292 | No | Vertical Well | COALBED METHANE |
| 15 | 059-22806 | BLACKSVILLE II BII-<br>14-M-1<br>14-M-1 | GREENE | GILMORE | 39.764381 | -80.30276  | No | Vertical Well | COALBED METHANE |
| 16 | 059-22807 | BLACKSVILLE II BII-<br>16-M-3<br>16-M-3 | GREENE | GILMORE | 39.768279 | -80.304309 | No | Vertical Well | COALBED METHANE |
| 17 | 059-22809 | BLACKSVILLE II BII-<br>2-L-1<br>2-L-1   | GREENE | GILMORE | 39.736851 | -80.33068  | No | Vertical Well | COALBED METHANE |
| 18 | 059-22811 | BLACKSVILLE II BII-<br>6-L-1<br>6-L-1   | GREENE | GILMORE | 39.74635  | -80.330187 | No | Vertical Well | COALBED METHANE |
| 19 | 059-22814 | BLACKSVILLE II BII-<br>11-M-1<br>11-M-1 | GREENE | GILMORE | 39.756365 | -80.303275 | No | Vertical Well | COALBED METHANE |

|    |           |   |        |         |           |            |    |               |                 |
|----|-----------|---|--------|---------|-----------|------------|----|---------------|-----------------|
| 20 | 059-22815 | BLACKSVILLE II BIL-<br>11-M-3<br>11-M-3 | GREENE | GILMORE | 39.75653  | -80.299165 | No | Vertical Well | COALBED METHANE |
| 21 | 059-22816 | BLACKSVILLE II BIL-<br>13-M-1<br>13-M-1 | GREENE | GILMORE | 39.761746 | -80.302155 | No | Vertical Well | COALBED METHANE |
| 22 | 059-22818 | BLACKSVILLE II BIL-<br>WW-1<br>WW-1     | GREENE | GILMORE | 39.769693 | -80.327104 | No | Vertical Well | COALBED METHANE |
| 23 | 059-23553 | WILLIAM A KEIL 5K<br>5K                 | GREENE | GILMORE | 39.724752 | -80.333668 | No | Vertical Well | GAS             |
| 24 | 059-23641 | CONSOLIDATION<br>COAL CO WW1<br>WW1     | GREENE | GILMORE | 39.769751 | -80.327001 | No | Vertical Well | COALBED METHANE |
| 25 | 059-25420 | RESERVE 14-W-1<br>CCR<br>14-W-1         | GREENE | GILMORE | 39.766347 | -80.330947 | No | Vertical Well | COALBED METHANE |
| 26 | 059-25380 | MAIN 16-W-3<br>16-W-3                   | GREENE | JACKSON | 39.778528 | -80.343525 | No | Vertical Well | COALBED METHANE |
| 27 | 059-25533 | CONSOL 16-W-<br>ITCCR<br>16-W-1         | GREENE | JACKSON | 39.777842 | -80.328353 | No | Vertical Well | COALBED METHANE |
| 28 | 059-25033 | MATSCHERZ NV89<br>IV89                  | GREENE | MORRIS  | 39.993668 | -80.244155 | No | Vertical Well | COALBED METHANE |
| 29 | 059-25055 | CONSOL NV86<br>NV86                     | GREENE | MORRIS  | 40.006284 | -80.288749 | No | Vertical Well | GAS             |

|    |           |                                      |        |       |           |            |    |               |                 |
|----|-----------|--------------------------------------|--------|-------|-----------|------------|----|---------------|-----------------|
| 30 | 059-02058 | BLACKSVILLE II L-1<br>L-1            | GREENE | PERRY | 39.760115 | -80.179562 | No | Vertical Well | GAS             |
| 31 | 059-02029 | BLACKSVILLE II 6-R-3<br>3<br>6-R-3   | GREENE | WAYNE | 39.748543 | -80.229917 | No | Vertical Well | COALBED METHANE |
| 32 | 059-02032 | BLACKSVILLE II 9-S-2<br>2<br>9-S-2   | GREENE | WAYNE | 39.752968 | -80.254501 | No | Vertical Well | COALBED METHANE |
| 33 | 059-02033 | BLACKSVILLE II 5-R-4<br>4<br>5-R-4   | GREENE | WAYNE | 39.752707 | -80.233373 | No | Vertical Well | COALBED METHANE |
| 34 | 059-02034 | BLACKSVILLE II 4-R-4<br>4<br>4-R-4   | GREENE | WAYNE | 39.756136 | -80.233967 | No | Vertical Well | COALBED METHANE |
| 35 | 059-02035 | BLACKSVILLE II 1-R-4<br>4<br>1-R-4   | GREENE | WAYNE | 39.758179 | -80.233456 | No | Vertical Well | COALBED METHANE |
| 36 | 059-02040 | BLACKSVILLE II 5-R-3<br>3<br>5-R-3   | GREENE | WAYNE | 39.75181  | -80.229464 | No | Vertical Well | GAS             |
| 37 | 059-02061 | BLACKSVILLE II 197<br>197            | GREENE | WAYNE | 39.744926 | -80.260318 | No | Vertical Well | GAS             |
| 38 | 059-22767 | BLACKSVILLE II BI4S1<br>BI4S1        | GREENE | WAYNE | 39.735478 | -80.251732 | No | Vertical Well | COALBED METHANE |
| 39 | 059-22768 | BLACKSVILLE II BI2S1<br>2S1<br>BI2S1 | GREENE | WAYNE | 39.740695 | -80.251021 | No | Vertical Well | COALBED METHANE |

|    |           |  |        |       |           |            |    |               |                 |
|----|-----------|--|--------|-------|-----------|------------|----|---------------|-----------------|
| 40 | 059-22799 | BLACKSVILLE II BII-<br>344<br>BII344   | GREENE | WAYNE | 39.732623 | -80.250309 | No | Vertical Well | COALBED METHANE |
| 41 | 059-22800 | BLACKSVILLE II BII-<br>7-S-2<br>7-S-2  | GREENE | WAYNE | 39.747201 | -80.256891 | No | Vertical Well | COALBED METHANE |
| 42 | 059-22810 | BLACKSVILLE II BII-<br>6-S-2<br>6-S-2  | GREENE | WAYNE | 39.744525 | -80.259773 | No | Vertical Well | COALBED METHANE |
| 43 | 059-22819 | BLACKSVILLE II BII-<br>5-S-1<br>5-S-1  | GREENE | WAYNE | 39.732541 | -80.251341 | No | Vertical Well | COALBED METHANE |
| 44 | 059-22820 | BLACKSVILLE II BII-<br>3-S-1<br>3-S-1  | GREENE | WAYNE | 39.738087 | -80.251057 | No | Vertical Well | COALBED METHANE |
| 45 | 059-22821 | BLACKSVILLE II BII-<br>6-S-1<br>6-S-1  | GREENE | WAYNE | 39.742596 | -80.250078 | No | Vertical Well | COALBED METHANE |
| 46 | 059-22822 | BLACKSVILLE II BII-<br>329<br>BII329   | GREENE | WAYNE | 39.744621 | -80.262121 | No | Vertical Well | COALBED METHANE |
| 47 | 059-22823 | BLACKSVILLE II BII-<br>2-S-2<br>2-S-2  | GREENE | WAYNE | 39.742534 | -80.260021 | No | Vertical Well | COALBED METHANE |
| 48 | 059-22867 | BLACKSVILLE II BII-<br>9-S-1<br>9-S-1  | GREENE | WAYNE | 39.752384 | -80.247851 | No | Vertical Well | COALBED METHANE |
| 49 | 059-22869 | BLACKSVILLE II BII-<br>8-S-1<br>BII8S1 | GREENE | WAYNE | 39.749233 | -80.248525 | No | Vertical Well | GAS             |

|    |           |   |        |       |           |            |    |               |                 |
|----|-----------|---|--------|-------|-----------|------------|----|---------------|-----------------|
| 50 | 059-22870 | BLACKSVILLE II BII-<br>4-S-5<br>BII4S5  | GREENE | WAYNE | 39.735478 | -80.256712 | No | Vertical Well | COALBED METHANE |
| 51 | 059-22871 | BLACKSVILLE II BII-<br>4-S-2<br>BII4S2  | GREENE | WAYNE | 39.738577 | -80.259309 | No | Vertical Well | COALBED METHANE |
| 52 | 059-22872 | BLACKSVILLE II BII-<br>7-S-1<br>7-S-1   | GREENE | WAYNE | 39.746103 | -80.250523 | No | Vertical Well | COALBED METHANE |
| 53 | 059-22883 | BLACKSVILLE II BII-<br>9-S-6<br>9-S-6   | GREENE | WAYNE | 39.754059 | -80.261464 | No | Vertical Well | COALBED METHANE |
| 54 | 059-22889 | BLACKSVILLE II<br>BII9S3 WELL<br>BII9S3 | GREENE | WAYNE | 39.754141 | -80.264613 | No | Vertical Well | GAS             |
| 55 | 059-22890 | BLACKSVILLE II BII-<br>10-S-1<br>BII10S | GREENE | WAYNE | 39.755541 | -80.246483 | No | Vertical Well | GAS             |
| 56 | 059-22895 | BLACKSVILLE II BII-<br>6-S-6<br>BII6S6  | GREENE | WAYNE | 39.744676 | -80.263508 | No | Vertical Well | GAS             |
| 57 | 059-22901 | BLACKSVILLE II BII-<br>8-S-2<br>8-S-2   | GREENE | WAYNE | 39.750161 | -80.255646 | No | Vertical Well | COALBED METHANE |
| 58 | 059-22941 | BLACKSVILLE II BII<br>10 S 2<br>10-S-2  | GREENE | WAYNE | 39.756168 | -80.255359 | No | Vertical Well | GAS             |
| 59 | 059-23382 | BLACKSVILLE II 7-R-<br>3<br>7-R-3       | GREENE | WAYNE | 39.744696 | -80.227414 | No | Vertical Well | COALBED METHANE |

|    |           |  |        |       |           |            |    |               |                 |
|----|-----------|--|--------|-------|-----------|------------|----|---------------|-----------------|
| 60 | 059-23383 | BLACKSVILLE II 1-N-1<br>1-N-1                      | GREENE | WAYNE | 39.760223 | -80.245248 | No | Vertical Well | COALBED METHANE |
| 61 | 059-23481 | BLACKSVILLE II 1-N-2<br>1-N-2                      | GREENE | WAYNE | 39.761446 | -80.253054 | No | Vertical Well | COALBED METHANE |
| 62 | 059-23622 | FRANCES M MOORE<br>3R3<br>3R3                      | GREENE | WAYNE | 39.763918 | -80.227553 | No | Vertical Well | COALBED METHANE |
| 63 | 059-23623 | RINKHOFF<br>AGRICULTURAL<br>ENTERPRISES LLC<br>3N2 | GREENE | WAYNE | 39.768084 | -80.253665 | No | Vertical Well | COALBED METHANE |
| 64 | 059-23643 | RINKHOFF<br>AGRICULTURAL<br>ENTERPRISES LLC<br>4N2 | GREENE | WAYNE | 39.771706 | -80.257406 | No | Vertical Well | COALBED METHANE |
| 65 | 059-23645 | RINKHOFF<br>AGRICULTURAL<br>ENTERPRISES LLC<br>5N1 | GREENE | WAYNE | 39.774359 | -80.250261 | No | Vertical Well | COALBED METHANE |
| 66 | 059-23647 | RINKHOFF<br>AGRICULTURAL<br>ENTERPRISES LLC<br>5N3 | GREENE | WAYNE | 39.77614  | -80.261998 | No | Vertical Well | COALBED METHANE |
| 67 | 059-23648 | RINKHOFF<br>AGRICULTURAL<br>ENTERPRISES LLC<br>5N5 | GREENE | WAYNE | 39.774966 | -80.25336  | No | Vertical Well | COALBED METHANE |
| 68 | 059-23677 | RINKHOFF<br>AGRICULTURAL<br>ENTERPRISES LLC<br>6N5 | GREENE | WAYNE | 39.777807 | -80.252554 | No | Vertical Well | COALBED METHANE |
| 69 | 059-23678 | RINKHOFF<br>AGRICULTURAL<br>ENTERPRISES LLC<br>7N5 | GREENE | WAYNE | 39.78114  | -80.252831 | No | Vertical Well | COALBED METHANE |



|    |           |   |            |                |           |            |    |                  |                    |
|----|-----------|---|------------|----------------|-----------|------------|----|------------------|--------------------|
| 70 | 059-25329 | O'HARE 20M3<br>20M3                       | GREENE     | WAYNE          | 39.784156 | -80.301408 | No | Vertical<br>Well | COALBED<br>METHANE |
| 71 | 125-23236 | CONSOL NV36<br>NV36                       | WASHINGTON | SOUTH FRANKLIN | 40.099358 | -80.269725 | No | Vertical<br>Well | COALBED<br>METHANE |
| 72 | 059-23723 | GREENE<br>HILL/GREENON GH-<br>22<br>GH-22 | GREENE     | CENTER         | 39.915305 | -80.293666 | No | Deviated<br>Well | COALBED<br>METHANE |
| 73 | 059-23936 | GREENE<br>HILL/GREENON GH1<br>GH1         | GREENE     | CENTER         | 39.917805 | -80.287554 | No | Vertical<br>Well | COALBED<br>METHANE |
| 74 | 059-23937 | GREENE<br>HILL/GREENON GH2<br>GH2         | GREENE     | CENTER         | 39.920589 | -80.300627 | No | Vertical<br>Well | GAS                |
| 75 | 059-22797 | BLACKSVILLE II BIL-<br>8-L-1<br>8-L-1     | GREENE     | GILMORE        | 39.750161 | -80.328126 | No | Vertical<br>Well | GAS                |
| 76 | 059-02055 | BLACKSVILLE I A-1<br>A-1                  | GREENE     | PERRY          | 39.72225  | -80.175139 | No | Vertical<br>Well | GAS                |
| 77 | 059-02063 | BLACKSVILLE I 6.5-<br>P-3<br>6.5-P        | GREENE     | PERRY          | 39.751229 | -80.167596 | No | Vertical<br>Well | GAS                |
| 78 | 059-02064 | BLACKSVILLE I 6.5P-<br>4<br>6.5-P         | GREENE     | PERRY          | 39.753659 | -80.166694 | No | Vertical<br>Well | GAS                |
| 79 | 059-02054 | BLACKSVILLE I H-4<br>H-4                  | GREENE     | WAYNE          | 39.746776 | -80.188577 | No | Vertical<br>Well | GAS                |

|    |           |                                    |        |       |           |            |    |                  |                    |
|----|-----------|------------------------------------|--------|-------|-----------|------------|----|------------------|--------------------|
| 80 | 059-02056 | BLACKSVILLE II 0-2<br>0-2          | GREENE | WAYNE | 39.749096 | -80.203288 | No | Vertical<br>Well | GAS                |
| 81 | 059-02062 | BLACKSVILLE I L-2<br>L-2           | GREENE | WAYNE | 39.758357 | -80.182874 | No | Vertical<br>Well | GAS                |
| 82 | 059-22716 | BLACKSVILLE I BI-P<br>32<br>BIP32  | GREENE | WAYNE | 39.727901 | -80.207876 | No | Vertical<br>Well | COALBED<br>METHANE |
| 83 | 059-22717 | BLACKSVILLE I BI-P<br>3<br>BI-P-3  | GREENE | WAYNE | 39.729054 | -80.214083 | No | Vertical<br>Well | COALBED<br>METHANE |
| 84 | 059-22719 | BLACKSVILLE I BI-<br>3-N<br>BI-3-N | GREENE | WAYNE | 39.733502 | -80.182091 | No | Vertical<br>Well | COALBED<br>METHANE |
| 85 | 059-22724 | BLACKSVILLE I BI-H<br>3<br>BI-H-3  | GREENE | WAYNE | 39.744566 | -80.188959 | No | Vertical<br>Well | COALBED<br>METHANE |
| 86 | 059-22725 | BLACKSVILLE I BI-H<br>1<br>BI-H-1  | GREENE | WAYNE | 39.739651 | -80.186752 | No | Vertical<br>Well | COALBED<br>METHANE |
| 87 | 059-22726 | BLACKSVILLE I BI-1<br>3<br>BI-L-3  | GREENE | WAYNE | 39.75642  | -80.183519 | No | Vertical<br>Well | COALBED<br>METHANE |
| 88 | 059-22729 | BLACKSVILLE I BI-P<br>63<br>BIP63  | GREENE | WAYNE | 39.735753 | -80.240976 | No | Vertical<br>Well | COALBED<br>METHANE |
| 89 | 059-22748 | BLACKSVILLE BIMS<br>BIM5           | GREENE | WAYNE | 39.736851 | -80.205747 | No | Vertical<br>Well | COALBED<br>METHANE |

|    |           |                                    |        |       |           |            |    |                  |                    |
|----|-----------|------------------------------------|--------|-------|-----------|------------|----|------------------|--------------------|
| 90 | 059-22749 | BLACKSVILLE BIO3<br>BIO3           | GREENE | WAYNE | 39.751561 | -80.202802 | No | Vertical<br>Well | COALBED<br>METHANE |
| 91 | 059-22750 | BLACKSVILLE BIH2<br>BIH2           | GREENE | WAYNE | 39.742287 | -80.190631 | No | Vertical<br>Well | COALBED<br>METHANE |
| 92 | 059-22751 | BLACKSVILLE BIP72<br>BIP72         | GREENE | WAYNE | 39.731635 | -80.228382 | No | Vertical<br>Well | COALBED<br>METHANE |
| 93 | 059-22752 | BLACKSVILLE BIP62<br>BIP62         | GREENE | WAYNE | 39.733831 | -80.227103 | No | Vertical<br>Well | COALBED<br>METHANE |
| 94 | 059-22753 | BLACKSVILLE BIM2<br>BIM2           | GREENE | WAYNE | 39.743303 | -80.204612 | No | Vertical<br>Well | COALBED<br>METHANE |
| 95 | 059-22778 | BLACKSVILLE IBI<br>M3<br>BI-M-3    | GREENE | WAYNE | 39.741216 | -80.205358 | No | Vertical<br>Well | COALBED<br>METHANE |
| 96 | 059-22788 | BLACKSVILLE IBIH-<br>H-5<br>BI-H-5 | GREENE | WAYNE | 39.749068 | -80.188676 | No | Vertical<br>Well | COALBED<br>METHANE |
| 97 | 059-22808 | BLACKSVILLE IBI-<br>73<br>BI-73    | GREENE | WAYNE | 39.751039 | -80.199351 | No | Vertical<br>Well | COALBED<br>METHANE |
| 98 | 059-22868 | BLACKSVILLE IBI-<br>M-4<br>BI-M-4  | GREENE | WAYNE | 39.739185 | -80.205606 | No | Vertical<br>Well | GAS                |
| 99 | 059-23482 | BLACKSVILLE<br>18MICR<br>18MICC    | GREENE | WAYNE | 39.771139 | -80.282805 | No | Vertical<br>Well | COALBED<br>METHANE |

|     |           |  |              |            |           |            |     |               |                 |
|-----|-----------|--|--------------|------------|-----------|------------|-----|---------------|-----------------|
| 100 | 059-22793 | BLACKSVILLE II BII-<br>14-L-2<br>14-L-2                | GREENE       | GILMORE    | 39.765417 | -80.317314 | No  | Vertical Well | COALBED METHANE |
| 101 | 059-22817 | BLACKSVILLE II BII-<br>12-L-2<br>12-L-2                | GREENE       | GILMORE    | 39.759385 | -80.317313 | No  | Vertical Well | COALBED METHANE |
| 102 | 059-25302 | CONSOLIDATION<br>19M1<br>19M1                          | GREENE       | JACKSON    | 39.782761 | -80.321953 | No  | Vertical Well | COALBED METHANE |
| 103 | 059-25325 | KRAUS 20MI<br>20MI                                     | GREENE       | JACKSON    | 39.783828 | -80.320356 | No  | Vertical Well | COALBED METHANE |
| 104 | 059-25524 | MARISA 21M5 21M5                                       | GREENE       | JACKSON    | 39.788744 | -80.313331 | No  | Vertical Well | COALBED METHANE |
| 105 | 059-23624 | RINKHOFF<br>AGRICULTURAL<br>ENTERPRISES LLC<br>2N3 2N3 | GREENE       | WAYNE      | 39.765862 | -80.261443 | No  | Vertical Well | COALBED METHANE |
| 106 | 059-23640 | RINKHOFF<br>AGRICULTURAL<br>ENTERPRISES LLC<br>3N3 3N3 | GREENE       | WAYNE      | 39.768918 | -80.260609 | No  | Vertical Well | COALBED METHANE |
| 107 | 059-27098 | BLACKSVILLE II BII-<br>9-S-3 B11-9                     | GREENE       | WAYNE      | TBD       | TBD        | No  | Vertical Well | GAS             |
| 108 | 129-27882 | 015900 MA WC TR 34<br>Specer #2                        | WESTMORELAND | WASHINGTON | 40.491444 | -79.569153 | Yes | Vertical Well | GAS             |
| 109 | 129-27879 | 015898 MA WC TR 33<br>Weister #2                       | WESTMORELAND | WASHINGTON | 40.497383 | -79.569664 | Yes | Vertical Well | GAS             |

|     |           |                               |              |             |           |            |     |               |                 |
|-----|-----------|-------------------------------|--------------|-------------|-----------|------------|-----|---------------|-----------------|
| 110 | 125-23142 | Hartley NV-61                 | WASHINGTON   | AMWELL      | 40.039167 | -80.215971 | No  | Deviated Well | COALBED METHANE |
| 111 | 129-27880 | 015903 Bowman #4              | WESTMORELAND | WASHINGTON  | 40.478772 | -79.565269 | Yes | Vertical Well | GAS             |
| 112 | 129-27883 | 015904 MAWC TR 10 Polahar #3  | WESTMORELAND | BELL        | 40.4995   | -79.543353 | Yes | Vertical Well | GAS             |
| 113 | 129-27886 | 015939 MAWC TR 60 Mountain #5 | WESTMORELAND | WASHINGTON  | 40.503986 | -79.577786 | Yes | Vertical Well | GAS             |
| 114 | 125-23324 | Hartley NV-33                 | WASHINGTON   | AMWELL      | 40.077542 | -80.214054 | No  | Deviated Well | COALBED METHANE |
| 115 | 125-23441 | Anderson NV-60                | WASHINGTON   | MORRIS      | 40.045889 | -80.238694 | No  | Deviated Well | COALBED METHANE |
| 116 | 129-28022 | 015931 MAWC TR 51 Hutchinson  | WESTMORELAND | WASHINGTON  | 40.49287  | -79.57556  | Yes | Vertical Well | GAS             |
| 117 | 129-28031 | 015907 MAWC TR 3 Kuhns #2     | WESTMORELAND | BELL        | 40.509061 | -79.546953 | Yes | Vertical Well | GAS             |
| 118 | 125-23340 | Conrtein NV-99                | WASHINGTON   | WEST FINLEY | 40.077295 | -80.439337 | No  | Deviated Well | COALBED METHANE |
| 119 | 125-23195 | Redd NV-8                     | WASHINGTON   | AMWELL      | 40.145572 | -80.219137 | No  | Deviated Well | COALBED METHANE |

|     |           |                            |        |          |           |            |    |               |                    |
|-----|-----------|----------------------------|--------|----------|-----------|------------|----|---------------|--------------------|
| 120 | 059-01731 | Peter Ashby                | GREENE | RICHHILL | 39.915858 | -80.434472 | No | Vertical Well | GAS                |
| 121 | 059-01732 | O.E. Burns 2               | GREENE | RICHHILL | 39.914642 | -80.438614 | No | Vertical Well | GAS                |
| 122 | 059-01734 | JP McKeithan               | GREENE | RICHHILL | 39.917683 | -80.450514 | No | Vertical Well | GAS                |
| 123 | 059-01737 | Ross 1                     | GREENE | RICHHILL | 39.913856 | -80.431811 | No | Vertical Well | GAS                |
| 124 | 059-01738 | Ross 2                     | GREENE | RICHHILL | 39.912117 | -80.429484 | No | Vertical Well | GAS                |
| 125 | 059-01740 | Graham 20                  | GREENE | RICHHILL | 39.902747 | -80.42025  | No | Vertical Well | GAS                |
| 126 | 059-01745 | Chess 25                   | GREENE | RICHHILL | 39.877922 | -80.443207 | No | Vertical Well | GAS                |
| 127 | 059-02044 | BLACKSVILLE II<br>HENNEN I | GREENE | GILMORE  | 39.739743 | -80.332551 | No | Vertical Well | COALBED<br>METHANE |
| 128 | 059-02057 | BLACKSVILLE II 17-<br>M-1  | GREENE | GILMORE  | 39.773557 | -80.32325  | No | Vertical Well | COALBED<br>METHANE |
| 129 | 059-02065 | BLACKSVILLE II 267         | GREENE | GILMORE  | 39.757624 | -80.292261 | No | Vertical Well | COALBED<br>METHANE |

|     |           |                                  |        |           |           |            |    |               |                 |
|-----|-----------|----------------------------------|--------|-----------|-----------|------------|----|---------------|-----------------|
| 130 | 059-22791 | BLACKSVILLE II BIL-<br>16-M-1    | GREENE | GILMORE   | 39.770379 | -80.323189 | No | Vertical Well | COALBED METHANE |
| 131 | 059-22795 | BLACKSVILLE II BIL-<br>13-L-2    | GREENE | GILMORE   | 39.762308 | -80.318061 | No | Vertical Well | COALBED METHANE |
| 132 | 059-22812 | BLACKSVILLE II 4-L-<br>1         | GREENE | GILMORE   | 39.741683 | -80.330024 | No | Vertical Well | COALBED METHANE |
| 133 | 059-22813 | BLACKSVILLE II BIL-<br>12-M-1    | GREENE | GILMORE   | 39.759083 | -80.302724 | No | Vertical Well | COALBED METHANE |
| 134 | 059-22884 | BLACKSVILLE II BIL-<br>11-M-4    | GREENE | GILMORE   | 39.755789 | -80.292796 | No | Vertical Well | COALBED METHANE |
| 135 | 059-22942 | BLACKSVILLE II BIL-<br>10-S-3    | GREENE | WAYNE     | 39.75739  | -80.263721 | No | Vertical Well | COALBED METHANE |
| 136 | 059-23110 | KIGER, B-4                       | GREENE | FREEMPORT | 39.773104 | -80.40037  | No | Vertical Well | COALBED METHANE |
| 137 | 059-23116 | BLACKSVILLE II<br>HENNEN 1 SHAFT | GREENE | GILMORE   | 39.739743 | -80.332551 | No | Vertical Well | COALBED METHANE |
| 138 | 059-23226 | BLOCKHOUSE RUN<br>BH-2C          | GREENE | JACKSON   | 39.780946 | -80.357315 | No | Vertical Well | COALBED METHANE |
| 139 | 059-23233 | BLOCKHOUSE RUN<br>BH-3B          | GREENE | GILMORE   | TBD       | TBD        | No | Vertical Well | COALBED METHANE |

|     |           |  |              |                    |           |            |    |                  |                    |
|-----|-----------|--|--------------|--------------------|-----------|------------|----|------------------|--------------------|
| 140 | 059-23646 | RINKHOFF<br>AGRICULTURAL<br>ENTERPRISES LLC<br>5N2 | GREENE       | WAYNE              | 39.77526  | -80.256784 | No | Vertical<br>Well | COALBED<br>METHANE |
| 141 | 059-23802 | TERRY R AND JANE<br>E COLE 21MICCR                 | GREENE       | WAYNE              | 39.781418 | -80.28061  | No | Vertical<br>Well | COALBED<br>METHANE |
| 142 | 059-23803 | TERRY R AND JANE<br>E COLE 5N1CCR                  | GREENE       | WAYNE              | 39.780584 | -80.278388 | No | Vertical<br>Well | COALBED<br>METHANE |
| 143 | 059-24959 | N B JOHNSTON 2                                     | GREENE       | JEFFERSON          | 39.879386 | -80.088598 | No | Vertical<br>Well | GAS                |
| 144 | 129-22040 | RUTH E BELL 1                                      | WESTMORELAND | ROSTRAVER          | 40.19325  | -79.769444 | No | Vertical<br>Well | GAS                |
| 145 | 003-90077 | PETER POTOCHNIK                                    | ALLEGHENY    | PLUM BORO          | TBD       | TBD        | No | Vertical<br>Well | GAS                |
| 146 | 003-90149 | C G MALLISEE                                       | ALLEGHENY    | PLUM BORO          | TBD       | TBD        | No | Vertical<br>Well | GAS                |
| 147 | 003-90185 | PETER DICE 1                                       | ALLEGHENY    | PLUM BORO          | TBD       | TBD        | No | Vertical<br>Well | GAS                |
| 148 | 125-90074 | J W A WANSEITLER<br>2                              | WASHINGTON   | NORTH<br>BETHLEHEM | TBD       | TBD        | No | Vertical<br>Well | GAS                |



# **Exhibit B**

**COMMONWEALTH OF PENNSYLVANIA  
DEPARTMENT OF ENVIRONMENTAL PROTECTION  
OFFICE OF OIL AND GAS MANAGEMENT**

**SURETY BOND AGREEMENT IN SUPPORT OF  
CONSENT ORDER AND AGREEMENT**

Bond No. \_\_\_\_\_

WHEREAS, CNX Gas Company, LLC (“CNX”), a Virginia limited liability company with a business address of 1000 Consol Energy Drive, Canonsburg, Pennsylvania 15317, has entered into a Consent Order and Agreement dated \_\_\_\_\_, 2019 (“COA”) with the Commonwealth of Pennsylvania, Department of Environmental Protection (“Department”), and to assure that CNX complies with the COA. A copy of the COA is attached hereto as Exhibit A.

WHEREAS, CNX and \_\_\_\_\_ have chosen to enter into this Surety Bond Agreement (“Agreement”) to establish Bond No. \_\_\_\_\_ (“Surety Bond”) covering CNX’s plugging and well site reclamation obligations as set forth in the COA, and the COA is made a part of this Agreement for all purposes.

NOW THEREFORE, CNX, as Principal and \_\_\_\_\_ with a place of business at \_\_\_\_\_, licensed to do business in the Commonwealth of Pennsylvania, as Surety, in consideration of the execution of the COA, are held and firmly bound unto the Department in the just and full sum of \_\_\_\_\_ to the payment whereof, well and truly to be made, bind ourselves, our assigns and successors, jointly and severally, firmly by these presents:

1. **Conditions of the Obligation.** If CNX shall faithfully perform and conform to all of the requirements of the COA, then this obligation shall be null and void; otherwise, this obligation shall remain in full force and effect.

2. **Obligations Covered by this Bond.** This Surety Bond assumes and covers any and all liability and obligations accrued and to be accrued by CNX under the COA.

3. **Amount and Duration of Bond Liability.** Liability upon this Agreement shall be for the amount specified herein. Liability upon this Surety Bond shall continue until full and complete compliance with CNX's plugging and well site restoration obligations, as described in the COA, and as determined by the Department, is attained. It is hereby acknowledged and agreed by and among the parties that the liability upon this Surety Bond is a penal sum, and, as such, the Department retains a property interest in such surety guarantee, and any related agreements, until release of such liability by the Department in writing as provided by law, notwithstanding the insolvency or other financial incapacity of CNX.

4. **Default.** Upon the happening of any default of the provisions, conditions, and obligations assumed under this Surety Bond and the declaration of forfeiture by the Department, the Principal and the Surety hereby authorize and empower the Attorney General of the Commonwealth of Pennsylvania, or any other attorney of any court of record in Pennsylvania or elsewhere, by him or her deputized for this purpose, to appear for and confess judgment against the Principal and/or the Surety, their successors or assigns, in favor of the Commonwealth for any sum of money which may be due hereunder, with or without defalcation or declaration fraud, with interest and costs, with release of errors, without stay of execution, and with ten percent (10%) added for collection fees, and for the exercise of the power, this instrument or a copy thereof, any rule of court to the contrary notwithstanding, shall be full warrant and authority.

This power shall be inexhaustible. The Principal and Surety further agree that execution may issue upon judgment so confessed for the full amount of money and accrued interest that is owing from the Principal and/or the Surety to the Commonwealth, with costs and collection fees, upon filing information in writing in the court where such judgment shall be entered.

5. **Events Not Affecting Bond Liability.** The Principal and the Surety agree that their liability hereunder shall not be impaired or affected by: (1) any renewal or extension of time for performance of any of the provisions, conditions or obligations upon which this Surety Bond is based; or (2) any forbearance or delay in declaring this Surety Bond to be forfeited or in enforcing payment on this Surety Bond.

6. **No Surety Right to Perform.** The Surety hereby agrees and acknowledges that it has no right to cover or perform the obligations of the Principal upon the Principal's default; provided, however, that the Department may authorize in writing the Surety to perform such defaulted obligations in lieu of collection of the bond amount if the Department determines that it is in the Commonwealth of Pennsylvania's interest to do so.

7. **Applicable Law.** This Surety Bond shall be governed by and interpreted and enforced in accordance with the laws of the Commonwealth and the decisions of the Pennsylvania courts. CNX and the Surety consent to the jurisdiction of any court of the Commonwealth and any federal courts in Pennsylvania, waiving any claim or defense that such forum is not convenient or proper. CNX and the Surety agree that any such court shall have personal jurisdiction over them and consent to service of process in any manner authorized by law.

8. **Remedies.** Nothing herein shall limit or preclude the Department from seeking any remedy, in addition to the forfeiture of this Surety Bond, which may be authorized or provided by the COA.

9. **Attachments.** A copy of the COA and the Surety Power of Attorney are attached hereto and incorporated herein.

10. **Headings.** The paragraphs headings herein are for descriptive purposes only and are intended to have no legal force or effect.

IN WITNESS WHEREOF, CNX and \_\_\_\_\_

have set their hands and seals, intending to be legally bound hereby, on the indicated dates.

**CNX GAS COMPANY, LLC:**

By \_\_\_\_\_  
Signature Date

By \_\_\_\_\_  
Signature Date

\_\_\_\_\_  
Print or Type Name and Title

\_\_\_\_\_  
Print or Type Name and Title

**Approved As To Legality And Form:**

**Approved by the Department:**

\_\_\_\_\_  
Office of Attorney General

By \_\_\_\_\_  
Signature Date

\_\_\_\_\_  
Print or Type name and Title

\_\_\_\_\_  
Office of General Counsel

\_\_\_\_\_  
Chief Counsel / Assistant Counsel  
Department of Environmental Protection

**ACKNOWLEDGMENT BY SURETY**

STATE  
OF \_\_\_\_\_

City of \_\_\_\_\_

On this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, before me personally appeared  
\_\_\_\_\_, known to me to be the Attorney-in-

Fact of \_\_\_\_\_

\_\_\_\_\_, the

corporation that executed the within instrument, and acknowledged to me that such corporation  
executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal, at my office  
in the aforesaid County, the day and year in this certificate first above written.

\_\_\_\_\_

My Commission Expires: \_\_\_\_\_  
(Seal)