

884

VIRGINIA:

BK 2015 PG 04412

BEFORE THE VIRGINIA GAS AND OIL BOARD

APPLICANT: CNX Gas Company LLC)

VIRGINIA GAS
AND OIL BOARD

RELIEF SOUGHT: CREATION OF THE DRILLING UNIT)
DEPICTED IN EXHIBIT A HERETO)
TO BE SERVED Horizontal Well TA81 / TA187)
(herein "Subject Drilling Unit")
PURSUANT TO VA. CODE)
§ 45.1-361.20; AND APPROVAL OF WELL)
DENSITY AND WELL LOCATION IN)
SUBJECT DRILLING UNIT AND POOLING)

DOCKET NO.
VGOB 08-0819-2300

LEGAL DESCRIPTION:

SUBJECT DRILLING UNIT SERVED BY)
Horizontal Wells TA81 / TA187)
TO BE DRILLED IN THE LOCATION)
DEPICTED ON EXHIBIT A HERETO,)
AMONATE QUADRANGLE)
MAIDEN SPRINGS MAGISTERIAL DISTRICT)
TAZEWELL COUNTY, VIRGINIA)

TAX Map
IDENTIFICATION
NUMBERS FOR
ALL
PARCELS
AFFECTED BY
THIS ORDER ARE
SHOWN ON THE
TRACT
IDENTIFICATION
PAGE
FOLLOWING
EXHIBIT A
WHICH
IS ATTACHED TO
AND A PART OF

**REPORT OF THE BOARD
FINDINGS AND ORDER**

1. **Hearing Date and Place:** This matter came on for hearing before the Virginia Gas and Oil Board (hereafter "Board") at 9:00 a.m. on **August 19, 2008** at the Southwest Virginia Higher Education Center on the campus of Virginia Highlands Community College, Abingdon, Virginia.

2. **Appearances:** Leslie K. Arrington and Mark A. Swartz appeared for the Applicant. Sharon M.B. Pigeon, Assistant Attorney General was present to advise the Board.

3. **Jurisdiction and Notice:** Pursuant to Va. Code § 45.1-361.1 et seq., the Board finds that it has jurisdiction over the subject matter. Based upon the evidence presented by Applicant, the Board also finds that the Applicant has (1) exercised due diligence in conducting a meaningful search of reasonably available sources to determine the identity and whereabouts of each gas and oil owner, coal owner, or mineral owner entitled by the VA. Code and Board Rules to Notice hereof; and (2) has represented to the Board that it has given notice to those parties (hereafter sometimes "person(s)" whether referring to individuals, corporations, partnerships, associations, companies, businesses, trusts, joint ventures or other legal entities) entitled by Va. Code § 45.1-361.19 to notice of the Application filed herein; Whereupon, the Board hereby finds that the notices given herein satisfy all statutory requirements, Board rule requirements and the minimum standards of due process.

4. **Relief Requested:** Applicant requests (1) that pursuant to Va. Code § 45.1-361.20, the Board establish Subject Drilling Unit to be served by **Horizontal Well TA81 / TA187**; (2) allows multiple wells within the drilling unit established hereby as depicted on Exhibit A; (3) that the proposed location of **Horizontal Well TA81 / TA187** be approved; (4) and pooling of unleased interest be approved

5. **Relief Granted:** The relief requested above shall be and hereby is granted.

5.1 The Board hereby: (1) establishes Subject Drilling Unit pursuant to Va. Code § 45.1-361.20; (2) allows multiple wells within the drilling unit established hereby as depicted on Exhibit A; and (3) approves the location of **Horizontal Well TA81 / TA187** as depicted on Exhibit A. (4) approves pooling of unleased interest.

6. **Election and Election Period:** In the event any Owner or Claimant named in **Exhibit B-3** hereto does not reach a voluntary agreement to share in the operation of the well located in the Subject Drilling Unit, at a rate of payment mutually agreed to by said Gas Owner or Claimant and the Unit Operator, then such person named may elect one of the options set forth in Paragraph 9 below and must give written notice of his election of the option selected under Paragraph 9 to the designated Unit Operator at the address shown below within thirty (30) days from the date of receipt of a copy of this Order. A timely election shall be deemed to have been made if, on or before the last day of said 30-day period, such electing person has delivered his written election to the designated Unit Operator at the address shown below or has duly postmarked and placed its written election in first class United States mail, postage prepaid, addressed to the Unit Operator at the address shown below.

7. **Election Options:**

7.1 **Option 1 - To Participate In The Well Development and Operation of the Drilling Unit:** Any Gas Owner or Claimant named in **Exhibit B-3** who does not reach a voluntary agreement with the Unit Operator may elect to participate in the Well Development and Operation in the Subject Drilling Unit (hereafter "Participating Operator") by agreeing to pay the estimate of such Participating Operator's proportionate part of the actual and reasonable costs of the Well Development contemplated by this Order for Gas produced pursuant to the Middle Ridge I Field Rules, including a reasonable supervision fee, as more particularly set forth in Virginia Gas and Oil Board Regulation 4 VAC 25-160-100 (herein "Completed-for-Production Costs"). Further, a Participating Operator agrees to pay the estimate of such Participating Operator's proportionate part of the Completed-for-Production Cost as set forth below to the Unit Operator within forty-five (45) days from the later of the date of mailing or the date of recording of this Order. The Completed-for-Production Cost for the Subject Drilling Unit is as follows:

Completed-for-Production Cost: **Horizontal Wells TA81 / TA187 - \$1,514,560.14**

Any gas owner and/or claimants named in Exhibit B-3, who elect this option (Option 1) understand and agree that their initial payment under this option is for their proportionate share of the Applicant's estimate of actual costs and expenses. It is also understood by all persons electing this option that they are agreeing to pay their proportionate share of the actual costs and expenses as determined by the Operator named in this Board Order.

A Participating Operator's proportionate cost hereunder shall be the result obtained by multiplying the Participating Operators' "Interest in Unit" times the Completed-for-Production Cost set forth above. Provided, however, that in the event a Participating Operator elects to participate and fails or refuses to pay the estimate of his proportionate part of the Completed-for-Production Cost as set forth above, all within the time set forth herein and in the manner prescribed in Paragraph 8 of this Order, then such Participating Operator shall be deemed to have elected not to participate and to have elected compensation in lieu of participation pursuant to Paragraph 7.2 herein.

7.2 **Option 2 - To Receive A Cash Bonus Consideration:** In lieu of participating in the Well Development and Operation in Subject Drilling Unit under Paragraph 7.1 above, any Gas Owner or Claimant named in Exhibit B-3 hereto who does not reach a voluntary agreement with the Unit Operator may elect to accept a cash bonus consideration of **\$5.00** per net mineral acre owned by such person, commencing upon entry of this Order and continuing annually until commencement of production from Subject Drilling Unit, and thereafter a royalty of 1/8th of 8/8ths [twelve and one-half percent (12.5%)] of the net proceeds received by the Unit Operator for the sale of the Coalbed Methane Gas produced from any Well Development and Operation covered by this Order multiplied by that person's Interest in Unit or proportional share of said production [for purposes of this Order, net proceeds shall be actual proceeds received less post-production costs incurred downstream of the wellhead, including, but not limited to, gathering, compression, treating, transportation and marketing costs, whether performed by Unit Operator or a third person] as fair, reasonable and equitable compensation to be paid to said Gas Owner or Claimant. The initial cash bonus shall become due and owing when so elected and shall be tendered, paid or escrowed within one hundred twenty (120) days of recording of this Order. Thereafter, annual cash bonuses, if any, shall become due and owing on each anniversary of the date of recording of this order in the event production from Subject Drilling Unit has not theretofore commenced, and once due, shall be tendered, paid or escrowed within sixty (60) days of said anniversary date. Once the initial cash bonus and the annual cash bonuses, if any, are so paid or escrowed, subject to a final legal determination of ownership,

said payment(s) shall be satisfaction in full for the right, interests, and claims of such electing person in and to the Gas produced from Subject Formation in the Subject Lands, except, however, for the 1/8th royalties due hereunder.

Subject to a final legal determination of ownership, the election made under this Paragraph 7.2, when so made, shall be satisfaction in full for the right, interests, and claims of such electing person in any Well Development and Operation covered hereby and such electing person shall be deemed to and hereby does lease and assign, its right, interests, and claims in and to the Gas produced from Subject Formation in the Subject Drilling Unit to the Applicant.

- 7.3. Option 3 - To Share In The Well Development And Operation As A Non-Participating Person On A Carried Basis And To Receive Consideration In Lieu Of Cash: In lieu of participating in the Well Development and Operation in Subject Drilling Unit under Paragraph 7.1 above and in lieu of receiving a Cash Bonus Consideration under Paragraph 7.2 above, any Gas Owner or Claimant named in **Exhibit B-3** hereto who does not reach a voluntary agreement with the Unit Operator may elect to share in the Well Development and Operation of Subject Drilling Unit on a carried basis (as a "Carried Well Operator") so that the proportionate part of the Completed-for-Production Cost hereby allocable to such Carried Well Operator's interest is charged against such Carried Well Operator's share of production from Subject Drilling Unit. Such Carried Well Operator's rights, interests, and claims in and to the Gas in Subject Drilling Unit shall be deemed and hereby are assigned to the Applicant until the proceeds from the sale of such Carried Well Operator's share of production from Subject Drilling Unit (exclusive of any royalty, excess or overriding royalty, or other non-operating or non cost-bearing burden reserved in any lease, assignment thereof or agreement relating thereto covering such interest) equals three hundred percent (300%) for a leased interest or two hundred percent (200%) for an unleased interest (whichever is applicable) of such Carried Well Operator's share of the Completed-for-Production Cost allocable to the interest of such Carried Well Operator. When the Applicant recoups and recovers from such Carried Well Operator's assigned interest the amounts provided for above, then, the assigned interest of such Carried Well Operator shall automatically revert back to such Carried Well Operator, and from and after such reversion, such Carried Well Operator shall be treated as if it had participated initially under Paragraph 7.1 above; and thereafter, such participating person shall be charged with and shall pay his proportionate part of all further costs of such Well Development and Operation.

Subject to a final legal determination of ownership, the election made under this Paragraph 7.3, when so made, shall be satisfaction in full for the rights, interests, and claims of such electing person in any Well Development and Operation covered hereby and such electing person shall be deemed to have and hereby does assign its rights, interests, and claims in and to the Gas produced from Subject Formation in the Subject Drilling Unit to the Applicant for the period of time during which its interest is carried as above provided prior to its reversion back to such electing person.

8. **Failure to Properly Elect:** In the event a person named in **Exhibit B-3** hereto does not reach a voluntary agreement with the Unit Operator and fails to elect within the time, in the manner and in accordance with the terms of this Order, one of the alternatives set forth in Paragraph 9 above for which his interest qualifies, then such person shall be deemed to have elected not to participate in the proposed Well Development and Operation in Subject Drilling Unit and shall be deemed, subject to a final legal determination of ownership, to have elected to accept as satisfaction in full for such person's right, interests, and claims in and to the Gas the consideration provided in Paragraph 7.2 above for which its interest qualifies and shall be deemed to have leased and/or assigned his right, interests, and claims in and to the Gas produced from Subject Formation in the Subject Drilling Unit to the Applicant. Persons who fail to properly elect shall be deemed, subject to a final legal determination of ownership, to have accepted the compensation and terms set forth herein at Paragraph 7.2 in satisfaction in full for the right, interests, and claims of such person in and to the Gas produced from the Subject Formation underlying Subject Lands.

9. **Default By Participating Person:** In the event a person named in **Exhibit B-3** elects to participate under Paragraph 7.1, but fails or refuses to pay, to secure the payment or to make an arrangement with the Unit Operator for the payment of such person's proportionate part of the Completed-for-Production Cost as set forth herein, all within the time and in the manner as prescribed in this Order, then such person shall be deemed to have withdrawn his election to participate and shall be deemed to have elected to accept as satisfaction in full for such person's right, interest, and claims in and to the Gas the consideration provided in Paragraph 7.2 above for which his interest qualifies depending on the excess burdens attached to such interest. Whereupon, any cash bonus consideration due as a result of such deemed election shall be

tendered, paid or escrowed by Unit Operator within one hundred twenty (120) days after the last day on which such defaulting person under this Order should have paid his proportionate part of such cost or should have made satisfactory arrangements for the payment thereof. When such cash bonus consideration is paid or escrowed, it shall be satisfaction in full for the right, interests, and claims of such person in and to the Gas underlying Subject Drilling Unit in the Subject Lands covered hereby, except, however, for any royalties which would become due pursuant to Paragraph 7.2 hereof.

10. **Assignment of Interest:** In the event a person named in **Exhibit B-3** is unable to reach a voluntary agreement to share in the Well Development and Operation contemplated by this Order at a rate of payment agreed to mutually by said Owner or Claimant and the Unit Operator, or fails to make an election under Paragraph 7.1 above, then subject to a final legal determination of ownership, such person shall be deemed to have and shall have assigned unto Applicant such person's right, interests, and claims in and to said well, and other share in production to which such person may be entitled by reason of any election or deemed election hereunder in accordance with the provisions of this Order governing said election.

11. **Unit Operator (or Operator):** CNX Gas Company LLC shall be and hereby is designated as Unit Operator authorized to drill and operate the Coalbed Methane Well in Subject Formation in Subject Drilling Unit, all subject to the permit provisions contained in Va. Code §§ 45.1-361.27 et seq.; §§ 4 VAC 25-150 et seq., Gas and Oil Regulations; §§ 4 VAC 25-160 et seq., Virginia Gas and Oil Board Regulations; the Middle Ridge I Coalbed Gas Field Order VGOB 00-1017-0835, all as amended from time to time, and all elections required by this Order shall be communicated to Unit Operator in writing at the address shown below:

**CNX Gas Company LLC
2481 John Nash Blvd.
Bluefield, WV 24701
Attn: Anita D. Duty**

14. **Commencement of Operations:** Unit Operator shall commence or cause to commence operations for the drilling of the well(s) within the Subject Drilling Unit and/or the well(s) outside the Subject Drilling Unit but from which production is allocated to the Subject Drilling Unit within Seven Hundred and Thirty (730) days from the date of the Order and shall prosecute same with due diligence. If Unit Operator shall not have so commenced and/or prosecuted, then this Order shall terminate, except for any cash sums then payable hereunder; otherwise, unless sooner terminated by Order of the Board, this Order shall expire at 12:00 P.M. on the date on which all wells covered by the Order and/or all wells from which production is allocated to the Subject Drilling Unit are permanently abandoned and plugged. However, in the event an appeal is taken from this Order, then the time between the filing of the petition for appeal and the final Order of the Circuit Court shall be excluded in calculating the two-year period referred to herein.

15. **Operator's Lien:** Unit Operator, in addition to the other rights afforded hereunder, shall have a lien and a right of set off on the Gas estates, rights, and interests owned by any person subject hereto who elects to participate under Paragraph 9.1 in the Subject Drilling Unit to the extent that costs incurred in the drilling or operation on the Subject Drilling Unit are chargeable against such person's interest. Such liens and right of set off shall be separable as to each separate person and shall remain liens until the Unit Operator drilling or operating any well covered hereby has been paid the full amounts due under the terms of this Order.

16. **Escrow Provisions:**

The Applicant represented to the Board that there **are** unknown or unlocatable claimants in **Tract(s) 3B (individual unit depicted as P60)** of the Subject Drilling Unit whose payments are subject to the provisions of Paragraph 16.1 and the Unit Operator has represented to the Board that there **are** conflicting claimants in **Tract(s) 4 (of individual unit referred to as P61) and Tract(s) 3A and 3B** of the Subject Drilling Unit whose payments are subject to the provisions of Paragraph 16.2 hereof. Therefore, by this Order, the Escrow Agent named herein or any successor named by the Board, **is** required to establish an interest-bearing escrow account for **Tract(s) 4 (Unit P60) and Tract(s) 3A and 3B (Unit P61)** of Subject Drilling Unit (herein "Escrow Account"), and to receive and account to the Board pursuant to its agreement for the escrowed funds hereafter described in Paragraphs 16.1 and 16.2:

**First Bank & Trust Company
38 E. Valley Drive
Bristol, VA 24201
Attn: Escrow Agent**

- 16.1. Escrow Provisions For Unknown or Unlocatable Persons: If any payment of bonus, royalty payment or other payment due and owing under this Order cannot be made because the person entitled thereto cannot be located or is unknown, then such cash bonus, royalty payment, or other payment shall not be commingled with any funds of the Unit Operator and, pursuant to Va. Code § 45.1-361.21.D, said sums shall be deposited by the Unit Operator into the Escrow Account, commencing within one hundred twenty (120) days of recording of this Order, and continuing thereafter on a monthly basis with each deposit to be made, by use of a report format approved by the Inspector, by a date which is no later than sixty (60) days after the last day of the month being reported and/or for which funds are being deposited. Such funds shall be held for the exclusive use of, and sole benefit of the person entitled thereto until such funds can be paid to such person(s) or until the Escrow Agent relinquishes such funds as required by law or pursuant to Order of the Board in accordance with Va. Code § 45.1-361.21.D.
- 16.2 Escrow Provisions For Conflicting Claimants: If any payment of bonus, royalty payment, proceeds in excess of ongoing operational expenses, or other payment due and owing under this Order cannot be made because the person entitled thereto cannot be made certain due to conflicting claims of ownership and/or a defect or cloud on the title, then such cash bonus, royalty payment, proceeds in excess of ongoing operational expenses, or other payment, together with Participating Operator's Proportionate Costs paid to Unit Operator pursuant to Paragraph 9.1 hereof, if any, (1) shall not be commingled with any funds of the Unit Operator; and (2) shall, pursuant to Va. Code §§ 45.1-361.22.A.2, 45.1-361.22.A.3 and 45.1-361.22.A.4, be deposited by the Operator into the Escrow Account within one hundred twenty (120) days of recording of this Order, and continuing thereafter on a monthly basis with each deposit to be made by a date which is no later than sixty (60) days after the last day of the month being reported and/or for which funds are subject to deposit. Such funds shall be held for the exclusive use of, and sole benefit of, the person entitled thereto until such funds can be paid to such person(s) or until the Escrow Agent relinquishes such funds as required by law or pursuant to Order of the Board.
17. Special Findings: The Board specifically and specially finds:
- 17.1 The proposed drilling unit is not an unreasonable or arbitrary exercise of a gas or oil owner's right to explore for or produce gas or oil.
- 17.2 Proposed drilling unit will not unreasonably interfere with the present or future mining of coal or other minerals.
- 17.3 The acreage to be included in the order is **480**.
- 17.4 The acreage mentioned above is to be embraced within the said drilling unit and which shall have the shape depicted in Exhibit A and further described in the Application.
- 17.5 The proposed **Horizontal Well TA81 / TA187** may be drilled in the subject drilling unit at the locations indicated.
- 17.6 The said well shall not be subject to an allowable production.
- 17.7 The Board finds the subject drilling unit conforms to the mine development plan and corresponds with mine operations, including, without limitation, the drilling of multiple coalbed methane gas wells in the subject drilling unit.
18. Mailing Of Order And Filing Of Affidavit: Applicant or its Attorney shall file an affidavit with the Secretary of the Board within sixty (60) days after the date of recording of this Order stating that a true and correct copy of said Order was mailed within seven (7) days from the date of its receipt by the Applicant to each Respondent named in the Notice of hearing and whose address is known.
19. Conclusion: Therefore, the requested relief and all terms and provisions set forth above be and hereby are granted and IT IS SO ORDERED.

BK 2015 PG 04417

20. **Appeals:** Appeals of this Order are governed by the provisions of Va. Code Ann. § 45.1-361.9 which provides that any order or decision of the Board may be appealed to the appropriate circuit court.

21. **Effective Date:** This Order shall be effective as of the date of the Board's approval of this Application, which is set forth at Paragraph 1 above.

DONE AND EXECUTED this 24th day of March, 2015, by a majority of the Virginia Gas and Oil Board.

Bradley C. Lambert
Bradley Lambert, Chairman

DONE AND EXECUTED this 24th day of March, 2015, by a majority of the Virginia Gas and Oil Board.

Rick Cooper
Rick Cooper
Principal Executive to the Staff
Virginia Gas and Oil Board

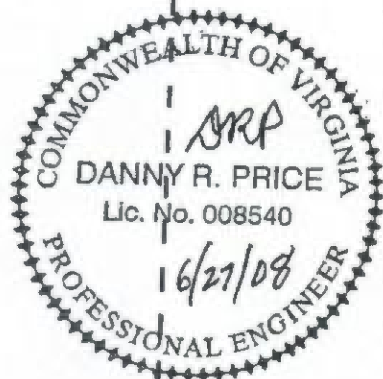
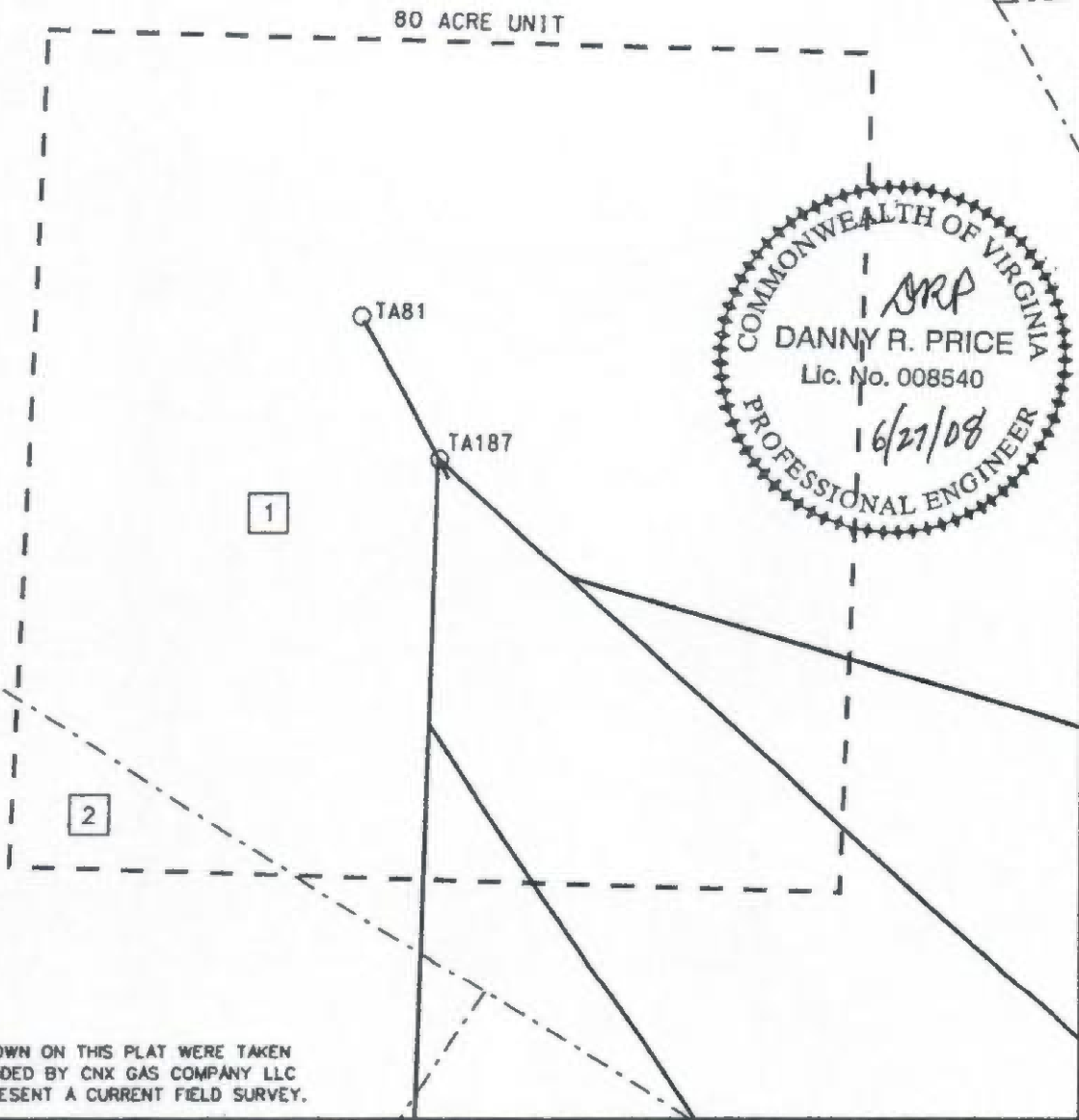
STATE OF VIRGINIA
COUNTY OF RUSSELL:

Acknowledged this 24th day of March, 2015, personally before me a notary public in and for the Commonwealth of Virginia, appeared Bradley Lambert, being duly sworn did depose and say that he is Chairman of the Virginia Gas and Oil Board and Rick Cooper being duly sworn did depose and say that he is Principal Executive to the Staff of the Virginia Gas and Oil Board, that they executed same and were authorized to do so.

Sarah Jessee Gilmer
Sarah Jessee Gilmer

My Commission Expires July 31, 2017





PROPERTY LINES SHOWN ON THIS PLAT WERE TAKEN FROM MAPPING PROVIDED BY CNX GAS COMPANY LLC AND DOES NOT REPRESENT A CURRENT FIELD SURVEY.

THE ACTUAL WELL LOCATION WILL BE WITHIN 10 FEET OF THE PROPOSED LOCATION ACCORDING TO 4 VAC 25-150-290 AND 45.1-361.30.

WELL LOCATION PLAT

Company CNX Gas Company LLC Well Name or Number CBM-060

Tract No. ? Scale: 1" = 400'

County Tazewell District Maiden Springs Quadrangle Amonate Date 6-27-08

Elevation ? Well Elevation Determined By Trig. Levels From CONSOL Inc. Benchmarks

Well Coordinates (Virginia State Plane - South Zone - NAD' 27): N ? E ?

This plat is a new plat X ; an updated plat _____ ; or a final plat _____

+ Denotes the location of a well on United States Topographic Maps, scale 1 to 24,000. latitude and longitude lines being represented by border lines as shown.

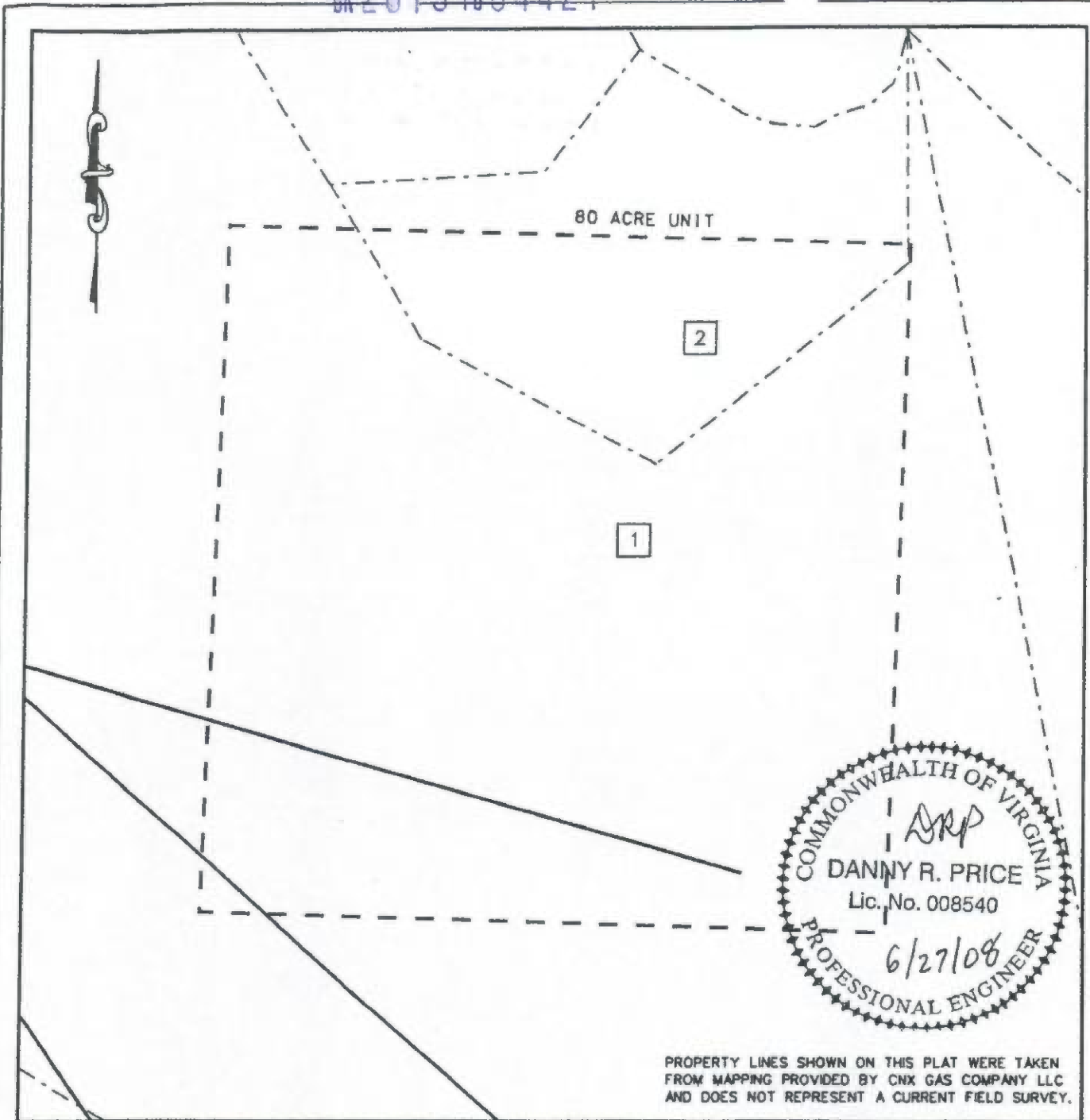
Form DGO-GO-7
Rev. 9/91

Danny R. Price (Affix Seal)
Licensed Professional Engineer or Licensed Land Surveyor

CNX Gas Company LLC
Unit O 60
Tract Identifications

1. **Berwind Land Company Tract 134 (1770 Acre Tract) - Fee**
Consolidation Coal Company - All Coal Leased except Jewell Ridge Seam
Jewell Smokeless Coal Corporation – Coal in Jewell Ridge Seam Leased
CNX Gas Company LLC - CBM Leased
Berwind Oil & Gas, Inc. - Oil and Gas Leased
(Tax Map 29A Parcel 11)
77.26 Acres 96.5750%

2. **Berwind Land Company Tr. 147 (107.26 Acre Tract) - Fee**
Consolidation Coal Company - All Coal Leased except Jewell Ridge Seam
Jewell Smokeless Coal Corporation – Coal in Jewell Ridge Seam Leased
CNX Gas Company LLC - CBM Leased
Berwind Oil & Gas, Inc. - Oil and Gas Leased
(Tax Map 16M Parcel 2)
2.74 Acres 3.4250%



PROPERTY LINES SHOWN ON THIS PLAT WERE TAKEN FROM MAPPING PROVIDED BY CNX GAS COMPANY LLC AND DOES NOT REPRESENT A CURRENT FIELD SURVEY.

THE ACTUAL WELL LOCATION WILL BE WITHIN 10 FEET OF THE PROPOSED LOCATION ACCORDING TO 4 VAC 25-150-290 AND 45.1-361.30.

WELL LOCATION PLAT

Company CNX Gas Company LLC Well Name or Number CBM-061

Tract No. _____ Scale: 1" = 400'

County Tazewell District Maiden Springs Quadrangle Amonate Date 6-27-08

Elevation ? Well Elevation Determined By Trig. Levels From CONSOL Inc. Benchmarks

Well Coordinates (Virginia State Plane - South Zone - NAD' 27): N ? E ?

This plat is a new plat X ; an updated plat _____ ; or a final plat _____

+ Denotes the location of a well on United States Topographic Maps, scale 1 to 24,000, latitude and longitude lines being represented by border lines as shown.

Form DGO-60-7
Rev. 9/91

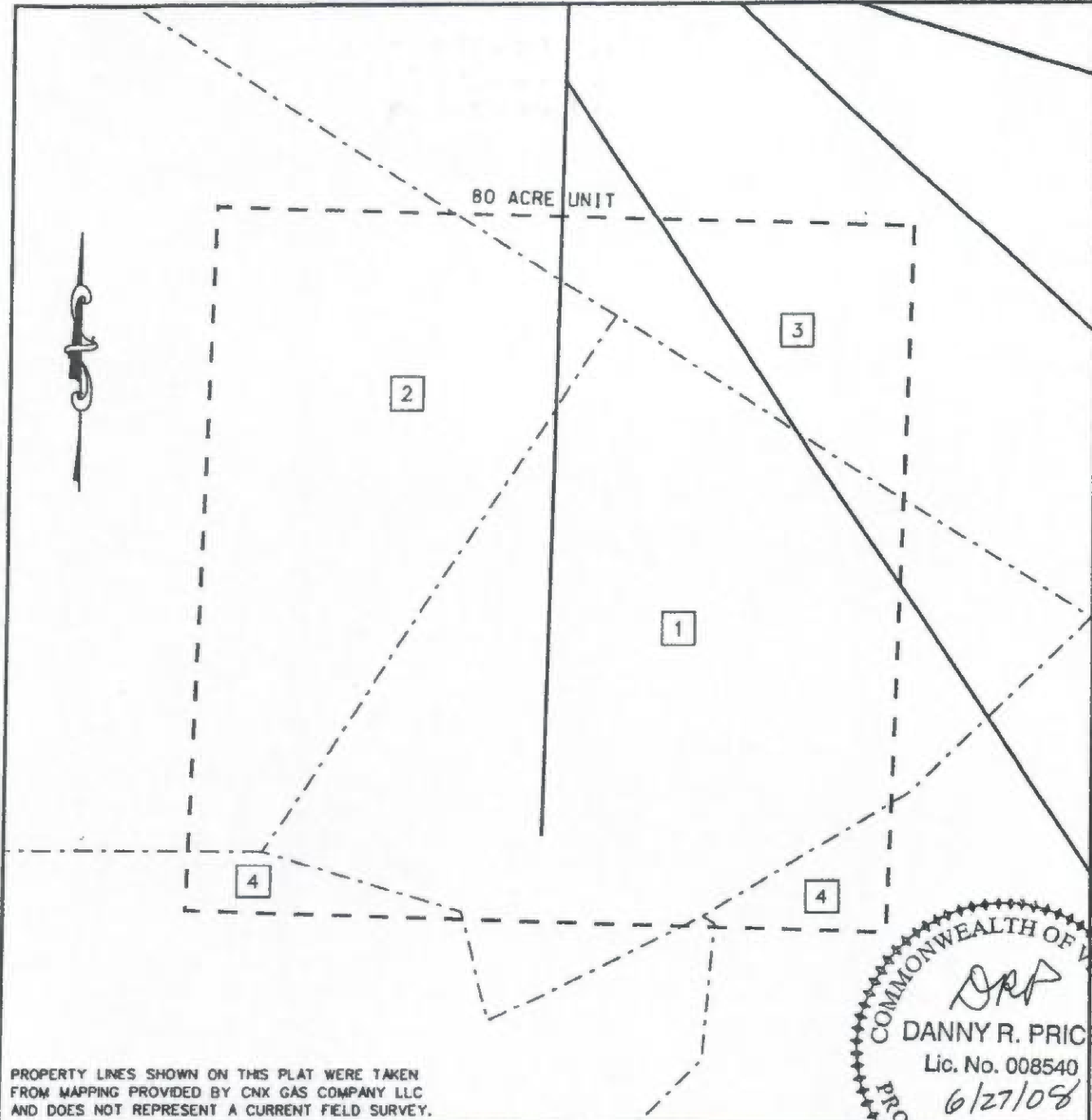
Danny R. Price (Affix Seal)
Licensed Professional Engineer or Licensed Land Surveyor

CNX Gas Company LLC
Unit O 61
Tract Identifications

1. **Berwind Land Company Tract 134 (1770 Acre Tract) - Fee**
Consolidation Coal Company - All Coal Leased except Jewell Ridge Seam
Jewell Smokeless Coal Corporation – Coal In Jewell Ridge Seam Leased
CNX Gas Company LLC - CBM Leased
Berwind Oil & Gas, Inc. - Oil and Gas Leased
(Tax Map 29A Parcel 11)
67.64 Acres 84.5500%

2. **Berwind Land Company Tract 141 (Part of 187.25 Acre Tract) – All Minerals**
Consolidation Coal Company – All Coal Leased except the Jewell Ridge Seam Leased
Jewell Smokeless Coal Corporation – Coal in Jewell Ridge Seam Leased
CNX Gas Company LLC – CBM Leased
Berwind Oil & Gas Inc. – Oil and Gas Leased
Walter C. Barnes, et ux – Surface
(Tax Map 28A Parcel 23))
12.36 Acres 15.4500%

DK 2015 PG 04423



PROPERTY LINES SHOWN ON THIS PLAT WERE TAKEN FROM MAPPING PROVIDED BY CNX GAS COMPANY LLC AND DOES NOT REPRESENT A CURRENT FIELD SURVEY.

THE ACTUAL WELL LOCATION WILL BE WITHIN 10 FEET OF THE PROPOSED LOCATION ACCORDING TO 4 VAC 25-156-730 AND 45.1-361.30

WELL LOCATION PLAT

Company CNX Gas Company LLC Well Name or Number CBM-P60
 Tract No. ? Scale: 1" = 400'
 County Tazewell District Maiden Springs Quadrangle Amonate Date 6-27-08
 Elevation ? Well Elevation Determined By Trig. Levels From CONSOL Inc. Benchmarks
 Well Coordinates (Virginia State Plane - South Zone - NAD' 27): N ? E ?
 This plat is a new plat X; an updated plat _____; or a final plat _____

+ Denotes the location of a well on United States Topographic Maps, scale 1 to 24,000. Latitude and longitude lines being represented by border lines as shown.

Form DGO-GO-7
Rev. 9/91

Danny R. Price (Affix Seal)
Licensed Professional Engineer or Licensed Land Surveyor

CNX Gas Company LLC
Unit P-60
Tract Identifications

1. **Berwind Land Company Tract 146 (38.50 Acre Tract) – Fee**
Consolidation Coal Company – All Coal Leased
CNX Gas Company LLC - CBM Leased
Berwind Oil and Gas, Inc. - Oil and Gas Leased
(Tax Map 29A Parcel 3)
39.72 acres 49.6500%

2. **Berwind Land Company Tr. 147 (107.26 Acre Tract) - Fee**
Consolidation Coal Company - All Coal Leased except Jewell Ridge Seam
Jewell Smokeless Coal Corporation – Coal In Jewell Ridge Seam Leased
CNX Gas Company LLC - CBM Leased
Berwind Oil & Gas, Inc. - Oil and Gas Leased
(Tax Map 16M Parcel 2)
26.13 acres 32.6625%

3. **Berwind Land Company Tract 134 (1770 Acre Tract) - Fee**
Consolidation Coal Company - All Coal Leased except Jewell Ridge Seam
Jewell Smokeless Coal Corporation – Coal In Jewell Ridge Seam Leased
CNX Gas Company LLC - CBM Leased
Berwind Oil & Gas, Inc. - Oil and Gas Leased
(Tax Map 29A Parcel 11)
10.15 acres 12.6875%

4. **Berwind Land Company Tract 145 (711.95 Acre Tract) – Coal and Petroleum**
Consolidation Coal Company – All Coal Leased
CNX Gas Company LLC – CBM Leased
Berwind Oil & Gas, Inc. – Oil and Gas Leased
W. D. Altizer Heirs – Surface and All Minerals except Coal and Petroleum
CNX Gas Company LLC – Oil, Gas and CBM Leased (50%)
(Tax Map 29A Parcel 11)
4.00 acres 5.0000%

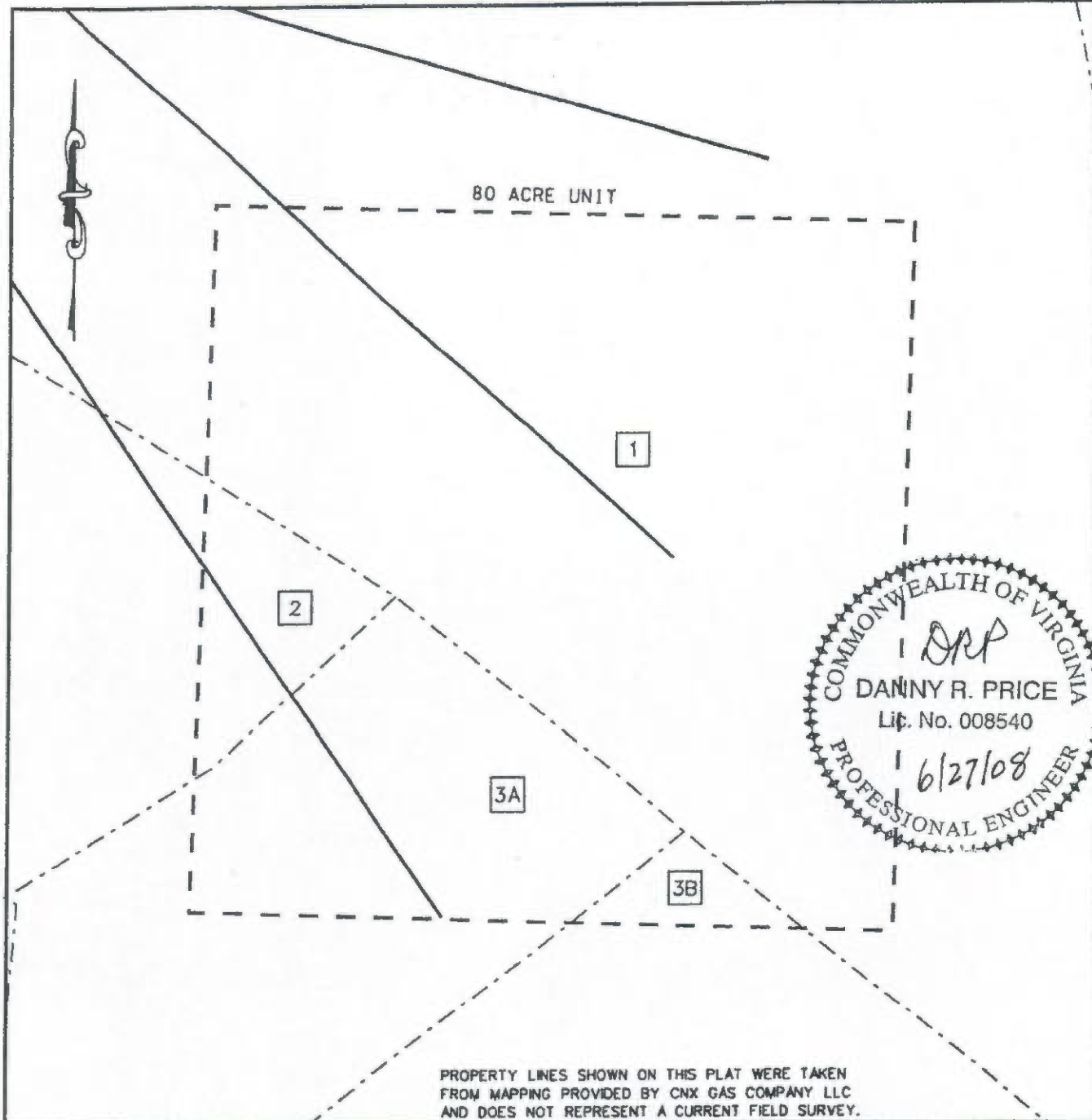
BK2015 PG04425

Exhibit B-3
Unit P-60
Docket #VGOB 08-0819-2300
List of Unleased Owners/Claimants

	Acres in Unit	Percent of Unit
II. OIL & GAS FEE OWNERSHIP		
<u>Tract #4, 4.00 acres</u>		
(1) W.D. Altizer Heirs, Devisees Successors or Assigns	4.00 acres	5.0000%
(a) S.G. Altizer Route 1, Highway 67 Jewell Ridge, VA 24622	2.0000 acres 1/2 of 4.00 acres	2.5000%

List of Conflicting Owners/Claimants that require escrow

	Acres in Unit	Percent of Unit
<u>Tract #4, 4.00 acres</u>		
<u>COAL FEE OWNERSHIP</u>		
(1) Berwind Land Company, Tr. 145 1050 One Valley Square Charleston, WV 25301	4.00 acres	5.0000%
<u>OIL & GAS FEE OWNERSHIP</u>		
(1) W.D. Altizer Heirs, Deviseses Successors or Assigns	4.00 acres	5.0000%
(a) S.G. Altizer Route 1, Highway 67 Jewell Ridge, VA 24622	2.0000 acres 1/2 of 4.00 acres	2.5000%
(b) Gloria Cheek PO Box 1756 Cedar Bluff, VA 24609	0.3333 acres 1/12 of 4.00 acres	0.4167%
(c) Teresa Howery PO Box 1433 Cedar Bluff, VA 24609	0.3333 acres 1/12 of 4.00 acres	0.4167%
(d) Betty McCall 2116 Hidden Creek Road Fort Worth, TX 76107	0.3333 acres 1/12 of 4.00 acres	0.4167%
(e) Jack Altizer 214 Philpot Avenue Richlands, VA 24641	0.3333 acres 1/12 of 4.00 acres	0.4167%
(f) Buddy Altizer PO Box 178 Richlands, VA 24641	0.3333 acres 1/12 of 4.00 acres	0.4167%
(g) Joseph William Altizer, II 503 Seminole Drive Blacksburg, VA 24060	0.1111 acres 1/36 of 4.00 acres	0.1389%
(h) John Wiley Altizer c/o Joseph William Altizer, II 503 Seminole Drive Blacksburg, VA 24060	0.1111 acres 1/36 of 4.00 acres	0.1389%
(i) Jeremy Wade Altizer c/o Joseph William Altizer, II 503 Seminole Drive Blacksburg, VA 24060	0.1111 acres 1/36 of 4.00 acres	0.1389%



THE ACTUAL WELL LOCATION WILL BE WITHIN 10 FEET OF THE PROPOSED LOCATION ACCORDING TO 4 VAC 25-150-290 AND 45.1-361.30.

WELL LOCATION PLAT

Company CNX Gas Company LLC Well Name or Number CBM-P61

Tract No. ? Scale: 1" = 400'

County Tazewell District Maiden Springs Quadrangle Amonate Date 6-27-08

Elevation ? Well Elevation Determined By Trig. Levels From CONSOL Inc. Benchmarks

Well Coordinates (Virginia State Plane - South Zone - NAD' 27): N ? E ?

This plat is a new plat X ; an updated plat _____ ; or a final plat _____

+ Denotes the location of a well on United States Topographic Maps, scale 1 to 24,000, latitude and longitude lines being represented by border lines as shown.

Form DGO-GO-7
Rev. 9/91

Danny R. Price (Affix Seal)
Licensed Professional Engineer or Licensed Land Surveyor

CNX Gas Company LLC

Unit P 61

Tract Identifications

1. **Berwind Land Company Tract 134 (1770 Acre Tract) - Fee
Consolidation Coal Company - All Coal Leased except Jewell Ridge Seam
Jewell Smokeless Coal Corporation - Coal in Jewell Ridge Seam Leased
CNX Gas Company LLC - CBM Leased
Berwind Oil & Gas, Inc. - Oil and Gas Leased
(Tax Map 29A Parcel 11)
57.24 Acres 71.5500%**

2. **Berwind Land Company Tract 146 (38.50 Acre Tract) - Fee
Consolidation Coal Company - All Coal Leased
CNX Gas Company LLC - CBM Leased
Berwind Oil and Gas, Inc. - Oil and Gas Leased
(Tax Map 29A Parcel 3)
4.84 Acres 6.0500%**

- 3A. **Berwind Land Company Tract 145 (711.95 Acre Tract) - Coal and Petroleum
Consolidation Coal Company - All Coal Leased
CNX Gas Company LLC - CBM Leased
W.D. Altizer Heirs - Surface and All Minerals except Coal and Petroleum
CNX Gas Company LLC - Oil, Gas and CBM Leased (50%)
(Tax Map 29A Parcel 11)
16.14 Acres 20.1750%**

- 3B. **Berwind Land Company Tract 145 (711.95 Acre Tract) - Coal and Petroleum
Consolidation Coal Company - All Coal Leased
CNX Gas Company LLC - CBM Leased
James M. Davidson Heirs - All Minerals except Coal and Petroleum
W.D. Altizer Heirs - Surface
(Tax Map 29A Parcel 11)
1.78 Acres 2.2250%**

BK 2015 PG 04429

Exhibit B-3
Unit P-61

Docket #VGOB 08-0819-2300
List of Unleased Owners/Claimants

	Acres in Unit	Percent of Unit
II. OIL & GAS FEE OWNERSHIP		
<u>Tract #3A, 16.14 acres</u>		
(1) W.D. Altizer Heirs, Devisees Successors or Assigns	16.14 acres	20.1750%
(a) S.G. Altizer Route 1, Highway 67 Jewell Ridge, VA 24622	8.0700 acres 1/2 of 16.14 acres	10.0875%
<u>Tract #3B, 1.78 acres</u>		
(1) James M. Davidson Heirs Heirs Unknown	1.78 acres	2.2250%

BK 2015 PB04430

Exhibit E

Unit P-61

Docket #VGOB 08-0819-2300

List of Conflicting Owners/Claimants that require escrow

	Acres in Unit	Percent of Unit
<u>Tract #3A, 16.14 acres</u>		
<u>COAL FEE OWNERSHIP</u>		
(1) Berwind Land Company, Tr.141 1050 One Valley Square Charleston, WV 25301	16.14 acres	20.1750%
<u>OIL & GAS FEE OWNERSHIP</u>		
(1) W.D. Altizer Heirs, Deviseses Successors or Assigns	16.14 acres	20.1750%
(a) S.G. Altizer Route 1, Highway 67 Jewell Ridge, VA 24622	8.0700 acres 1/2 of 16.14 acres	10.0875%
(b) Gloria Cheek PO Box 1756 Cedar Bluff, VA 24609	1.3450 acres 1/12 of 16.14 acres	1.6813%
(c) Teresa Howery PO Box 1433 Cedar Bluff, VA 24609	1.3450 acres 1/12 of 16.14 acres	1.6813%
(d) Betty McCall 2116 Hidden Creek Road Fort Worth, TX 76107	1.3450 acres 1/12 of 16.14 acres	1.6813%
(e) Jack Altizer 214 Philpot Avenue Richlands, VA 24641	1.3450 acres 1/12 of 16.14 acres	1.6813%
(f) Buddy Altizer PO Box 178 Richlands, VA 24641	1.3450 acres 1/12 of 16.14 acres	1.6813%
(g) Joseph William Altizer, II 503 Seminole Drive Blacksburg, VA 24060	0.4483 acres 1/36 of 16.14 acres	0.5604%
(h) John Wiley Altizer c/o Joseph William Altizer, II 503 Seminole Drive Blacksburg, VA 24060	0.4483 acres 1/36 of 16.14 acres	0.5604%
(i) Jeremy Wade Altizer c/o Joseph William Altizer, II 503 Seminole Drive Blacksburg, VA 24060	0.4483 acres 1/36 of 16.14 acres	0.5604%

Tract #3B, 1.78 acres

COAL FEE OWNERSHIP

(1) Berwind Land Company, Tr.134 1050 One Valley Square Charleston, WV 25301	1.78 acres	2.2250%
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OIL & GAS FEE OWNERSHIP

(1) James M. Davidson Heirs Heirs Unknown	1.78 acres	2.2250%
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INSTRUMENT #150000884
RECORDED IN THE CLERK'S OFFICE OF
JEWELL COUNTY ON
APRIL 2, 2015 AT 03:41PM
Angella Ray
TAMMY B. ALLISON, CLERK
RECORDED BY: ADR