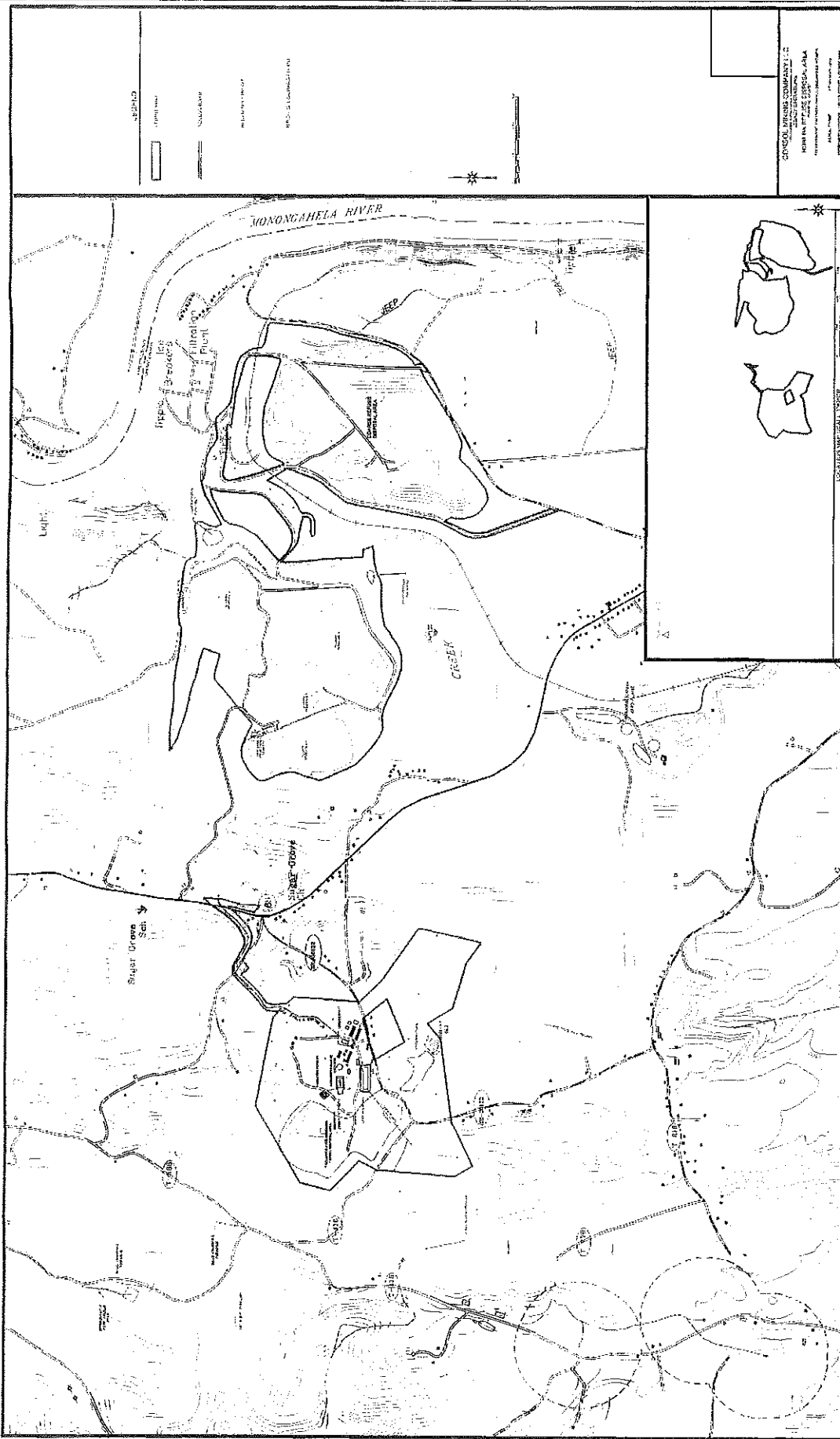


Exhibit A to CO&A



CONSOLIDATED COMPANY, INC.
1000 W. 10TH ST. S.W.
ALBUQUERQUE, N.M. 87102
1-800-541-1234



LOCATED MAP SHEET 10000

Exhibit B to CO&A

Colvin Raw Water Quality Data

mit#	Station	Collected	Analyte	Result	Units
PA RAW WATER	ROA05 - Colvin	03/14/2014 10:00	Flow Rate	0	gpm
PA RAW WATER	ROA05 - Colvin	03/24/2014 11:45	Flow Rate	0	gpm
PA RAW WATER	ROA05 - Colvin	04/14/2014 09:00	Flow Rate	0	gpm
PA RAW WATER	ROA05 - Colvin	05/05/2014 10:45	Flow Rate	2800	gpm
PA RAW WATER	ROA05 - Colvin	05/05/2014 10:45	pH-Field	6.8	su
PA RAW WATER	ROA05 - Colvin	05/05/2014 10:45	Temperature-Field	2	Degrees C
PA RAW WATER	ROA05 - Colvin	05/05/2014 10:45	Acidity (as CaCO3)	207	mg/L
PA RAW WATER	ROA05 - Colvin	05/05/2014 10:45	Total Suspended Solids	165	mg/L
PA RAW WATER	ROA05 - Colvin	05/05/2014 10:45	Alkalinity, Total (as CaCO3)	426	mg/L
PA RAW WATER	ROA05 - Colvin	05/05/2014 10:45	Conductivity	10800	umhos/cm
PA RAW WATER	ROA05 - Colvin	05/05/2014 10:45	pH	6.61	UNITS
PA RAW WATER	ROA05 - Colvin	05/05/2014 10:45	Chloride	178	mg/L
PA RAW WATER	ROA05 - Colvin	05/05/2014 10:45	Sulfate	5410	mg/L
PA RAW WATER	ROA05 - Colvin	05/05/2014 10:45	Total Dissolved Solids	7800	mg/L
PA RAW WATER	ROA05 - Colvin	05/05/2014 10:45	Aluminum, Total		mg/L
PA RAW WATER	ROA05 - Colvin	05/05/2014 10:45	Calcium, Total	371	mg/L
PA RAW WATER	ROA05 - Colvin	05/05/2014 10:45	Iron, Total	183	mg/L
PA RAW WATER	ROA05 - Colvin	05/05/2014 10:45	Magnesium, Total	256	mg/L
PA RAW WATER	ROA05 - Colvin	05/05/2014 10:45	Manganese, Total	2.09	mg/L
PA RAW WATER	ROA05 - Colvin	05/05/2014 10:45	Potassium, Total	20.7	mg/L
PA RAW WATER	ROA05 - Colvin	05/05/2014 10:45	Sodium, Total	1750	mg/L
PA RAW WATER	ROA05 - Colvin	06/11/2014 16:30	Flow Rate	0	gpm
PA RAW WATER	ROA05 - Colvin	07/11/2014 12:00	Chloride	312	mg/L
PA RAW WATER	ROA05 - Colvin	07/11/2014 12:00	Conductivity	8690	umhos/cm
PA RAW WATER	ROA05 - Colvin	07/11/2014 12:00	pH	6.81	UNITS
PA RAW WATER	ROA05 - Colvin	07/11/2014 12:00	Alkalinity, Total (as CaCO3)	639	mg/L
PA RAW WATER	ROA05 - Colvin	07/11/2014 12:00	Acidity (as CaCO3)	203	mg/L
PA RAW WATER	ROA05 - Colvin	07/11/2014 12:00	Total Dissolved Solids	5860	mg/L
PA RAW WATER	ROA05 - Colvin	07/11/2014 12:00	Aluminum, Total		mg/L
PA RAW WATER	ROA05 - Colvin	07/11/2014 12:00	Calcium, Total	321	mg/L
PA RAW WATER	ROA05 - Colvin	07/11/2014 12:00	Iron, Total	94	mg/L
PA RAW WATER	ROA05 - Colvin	07/11/2014 12:00	Magnesium, Total	158	mg/L
PA RAW WATER	ROA05 - Colvin	07/11/2014 12:00	Manganese, Total	1.04	mg/L
PA RAW WATER	ROA05 - Colvin	07/11/2014 12:00	Potassium, Total	15.4	mg/L
PA RAW WATER	ROA05 - Colvin	07/11/2014 12:00	Sulfate	3580	mg/L
PA RAW WATER	ROA05 - Colvin	07/11/2014 12:00	Flow Rate	3500	gpm
PA RAW WATER	ROA05 - Colvin	07/11/2014 12:00	pH-Field	6.8	su
PA RAW WATER	ROA05 - Colvin	07/11/2014 12:00	Temperature-Field	13	Degrees C
PA RAW WATER	ROA05 - Colvin	07/11/2014 12:00	Total Suspended Solids	112	mg/L
PA RAW WATER	ROA05 - Colvin	07/11/2014 12:00	Sodium, Total	1740	mg/L
PA RAW WATER	ROA05 - Colvin	08/07/2014 15:15	Flow Rate	0	gpm
PA RAW WATER	ROA05 - Colvin	09/10/2014 09:00	Flow Rate	0	gpm
PA RAW WATER	ROA05 - Colvin	10/08/2014 13:00	Flow Rate	0	gpm
PA RAW WATER	ROA05 - Colvin	11/11/2014 15:00	Flow Rate	0	gpm
PA RAW WATER	ROA05 - Colvin	12/10/2014 19:00	Flow Rate	0	gpm
PA RAW WATER	ROA05 - Colvin	12/17/2014 16:00	Flow Rate	2800	gpm

PA RAW WATER	ROA05 - Colvin	12/17/2014 16:00	pH-Field	7.5	su
PA RAW WATER	ROA05 - Colvin	12/17/2014 16:00	Temperature-Field	8	Degrees C
PA RAW WATER	ROA05 - Colvin	12/17/2014 16:00	pH	6.97	UNITS
PA RAW WATER	ROA05 - Colvin	12/17/2014 16:00	Acidity (as CaCO3)	160	mg/L
PA RAW WATER	ROA05 - Colvin	12/17/2014 16:00	Conductivity	6720	umhos/cm
PA RAW WATER	ROA05 - Colvin	12/17/2014 16:00	Alkalinity, Total (as CaCO3)	724	mg/L
PA RAW WATER	ROA05 - Colvin	12/17/2014 16:00	Total Suspended Solids	87.5	mg/L
PA RAW WATER	ROA05 - Colvin	12/17/2014 16:00	Chloride	206	mg/L
PA RAW WATER	ROA05 - Colvin	12/17/2014 16:00	Total Dissolved Solids	5120	mg/L
PA RAW WATER	ROA05 - Colvin	12/17/2014 16:00	Sulfate	3070	mg/L
PA RAW WATER	ROA05 - Colvin	12/17/2014 16:00	Aluminum, Total		mg/L
PA RAW WATER	ROA05 - Colvin	12/17/2014 16:00	Calcium, Total	243	mg/L
PA RAW WATER	ROA05 - Colvin	12/17/2014 16:00	Iron, Total	54.7	mg/L
PA RAW WATER	ROA05 - Colvin	12/17/2014 16:00	Magnesium, Total	113	mg/L
PA RAW WATER	ROA05 - Colvin	12/17/2014 16:00	Manganese, Total	0.498	mg/L
PA RAW WATER	ROA05 - Colvin	12/17/2014 16:00	Potassium, Total	13.2	mg/L
PA RAW WATER	ROA05 - Colvin	12/17/2014 16:00	Sodium, Total	1470	mg/L
PA RAW WATER	ROA05 - Colvin	01/08/2015 10:30	Flow Rate	0	gpm
PA RAW WATER	ROA05 - Colvin	02/12/2015 11:30	Flow Rate	2800	gpm
PA RAW WATER	ROA05 - Colvin	02/12/2015 11:30	pH-Field	7	su
PA RAW WATER	ROA05 - Colvin	02/12/2015 11:30	Temperature-Field	13	Degrees C
PA RAW WATER	ROA05 - Colvin	02/12/2015 11:30	Sulfate	4280	mg/L
PA RAW WATER	ROA05 - Colvin	02/12/2015 11:30	Conductivity	8310	umhos/cm
PA RAW WATER	ROA05 - Colvin	02/12/2015 11:30	Sodium, Total	1710	mg/L
PA RAW WATER	ROA05 - Colvin	02/12/2015 11:30	Total Dissolved Solids	6790	mg/L
PA RAW WATER	ROA05 - Colvin	02/12/2015 11:30	Alkalinity, Total (as CaCO3)	637	mg/L
PA RAW WATER	ROA05 - Colvin	02/12/2015 11:30	Aluminum, Total		mg/L
PA RAW WATER	ROA05 - Colvin	02/12/2015 11:30	Calcium, Total	316	mg/L
PA RAW WATER	ROA05 - Colvin	02/12/2015 11:30	Iron, Total	135	mg/L
PA RAW WATER	ROA05 - Colvin	02/12/2015 11:30	Magnesium, Total	187	mg/L
PA RAW WATER	ROA05 - Colvin	02/12/2015 11:30	Manganese, Total	1.49	mg/L
PA RAW WATER	ROA05 - Colvin	02/12/2015 11:30	Potassium, Total	17	mg/L
PA RAW WATER	ROA05 - Colvin	02/12/2015 11:30	pH	6.83	UNITS
PA RAW WATER	ROA05 - Colvin	02/12/2015 11:30	Chloride	310	mg/L
PA RAW WATER	ROA05 - Colvin	02/12/2015 11:30	Total Suspended Solids	167	mg/L
PA RAW WATER	ROA05 - Colvin	02/12/2015 11:30	Acidity (as CaCO3)	195	mg/L
PA RAW WATER	ROA05 - Colvin	03/09/2015 11:00	Flow Rate	2800	gpm
PA RAW WATER	ROA05 - Colvin	03/09/2015 11:00	pH-Field	6.5	su
PA RAW WATER	ROA05 - Colvin	03/09/2015 11:00	Temperature-Field	14	Degrees C
PA RAW WATER	ROA05 - Colvin	03/09/2015 11:00	Sulfate	4000	mg/L
PA RAW WATER	ROA05 - Colvin	03/09/2015 11:00	Chloride	366	mg/L
PA RAW WATER	ROA05 - Colvin	03/09/2015 11:00	pH	6.66	UNITS
PA RAW WATER	ROA05 - Colvin	03/09/2015 11:00	Sodium, Total	1750	mg/L
PA RAW WATER	ROA05 - Colvin	03/09/2015 11:00	Conductivity	4000	umhos/cm
PA RAW WATER	ROA05 - Colvin	03/09/2015 11:00	Total Dissolved Solids	7080	mg/L
PA RAW WATER	ROA05 - Colvin	03/09/2015 11:00	Alkalinity, Total (as CaCO3)	603	mg/L
PA RAW WATER	ROA05 - Colvin	03/09/2015 11:00	Aluminum, Total		mg/L
PA RAW WATER	ROA05 - Colvin	03/09/2015 11:00	Calcium, Total	345	mg/L
PA RAW WATER	ROA05 - Colvin	03/09/2015 11:00	Iron, Total	119	mg/L
PA RAW WATER	ROA05 - Colvin	03/09/2015 11:00	Magnesium, Total	187	mg/L

PA RAW WATER	ROA05 - Colvin	03/09/2015 11:00	Manganese, Total	1.44	mg/L
PA RAW WATER	ROA05 - Colvin	03/09/2015 11:00	Potassium, Total	19.5	mg/L
PA RAW WATER	ROA05 - Colvin	03/09/2015 11:00	Total Suspended Solids	113	mg/L
PA RAW WATER	ROA05 - Colvin	03/09/2015 11:00	Acidity (as CaCO3)	184	mg/L
PA RAW WATER	ROA05 - Colvin	04/06/2015 15:00	Flow Rate	0	gpm
PA RAW WATER	ROA05 - Colvin	05/20/2015 11:30	Flow Rate	2800	gpm
PA RAW WATER	ROA05 - Colvin	05/20/2015 11:30	Acidity (as CaCO3)	232	mg/L
PA RAW WATER	ROA05 - Colvin	05/20/2015 11:30	Chloride	316	mg/L
PA RAW WATER	ROA05 - Colvin	05/20/2015 11:30	Sulfate	3830	mg/L
PA RAW WATER	ROA05 - Colvin	05/20/2015 11:30	Total Suspended Solids	124	mg/L
PA RAW WATER	ROA05 - Colvin	05/20/2015 11:30	Conductivity	8960	umhos/cm
PA RAW WATER	ROA05 - Colvin	05/20/2015 11:30	pH	6.85	UNITS
PA RAW WATER	ROA05 - Colvin	05/20/2015 11:30	Temperature At Determination		UNITS
PA RAW WATER	ROA05 - Colvin	05/20/2015 11:30	Alkalinity, Total (as CaCO3)	627	mg/L
PA RAW WATER	ROA05 - Colvin	05/20/2015 11:30	Total Dissolved Solids	6100	mg/L
PA RAW WATER	ROA05 - Colvin	05/20/2015 11:30	Sodium, Total	1460	mg/L
PA RAW WATER	ROA05 - Colvin	05/20/2015 11:30	Aluminum, Total		mg/L
PA RAW WATER	ROA05 - Colvin	05/20/2015 11:30	Calcium, Total	272	mg/L
PA RAW WATER	ROA05 - Colvin	05/20/2015 11:30	Iron, Total	90.4	mg/L
PA RAW WATER	ROA05 - Colvin	05/20/2015 11:30	Magnesium, Total	153	mg/L
PA RAW WATER	ROA05 - Colvin	05/20/2015 11:30	Manganese, Total	0.992	mg/L
PA RAW WATER	ROA05 - Colvin	05/20/2015 11:30	Potassium, Total	16	mg/L
PA RAW WATER	ROA05 - Colvin	06/10/2015 12:00	Flow Rate	2800	gpm
PA RAW WATER	ROA05 - Colvin	06/10/2015 12:00	pH-Field	6.5	su
PA RAW WATER	ROA05 - Colvin	06/10/2015 12:00	Temperature-Field	17	Degrees C
PA RAW WATER	ROA05 - Colvin	06/10/2015 12:00	pH	6.69	UNITS
PA RAW WATER	ROA05 - Colvin	06/10/2015 12:00	Temperature At Determination		UNITS
PA RAW WATER	ROA05 - Colvin	06/10/2015 12:00	Conductivity	9350	umhos/cm
PA RAW WATER	ROA05 - Colvin	06/10/2015 12:00	Alkalinity, Total (as CaCO3)	610	mg/L
PA RAW WATER	ROA05 - Colvin	06/10/2015 12:00	Sulfate	4940	mg/L
PA RAW WATER	ROA05 - Colvin	06/10/2015 12:00	Aluminum, Total		mg/L
PA RAW WATER	ROA05 - Colvin	06/10/2015 12:00	Calcium, Total	321	mg/L
PA RAW WATER	ROA05 - Colvin	06/10/2015 12:00	Iron, Total	127	mg/L
PA RAW WATER	ROA05 - Colvin	06/10/2015 12:00	Magnesium, Total	203	mg/L
PA RAW WATER	ROA05 - Colvin	06/10/2015 12:00	Manganese, Total	1.45	mg/L
PA RAW WATER	ROA05 - Colvin	06/10/2015 12:00	Potassium, Total	18	mg/L
PA RAW WATER	ROA05 - Colvin	06/10/2015 12:00	Total Suspended Solids	125	mg/L
PA RAW WATER	ROA05 - Colvin	06/10/2015 12:00	Chloride	446	mg/L
PA RAW WATER	ROA05 - Colvin	06/10/2015 12:00	Acidity (as CaCO3)	368	mg/L
PA RAW WATER	ROA05 - Colvin	06/10/2015 12:00	Total Dissolved Solids	7360	mg/L
PA RAW WATER	ROA05 - Colvin	06/10/2015 12:00	Sodium, Total	1610	mg/L
PA RAW WATER	ROA05 - Colvin	07/09/2015 10:00	Flow Rate	0	gpm
PA RAW WATER	ROA05 - Colvin	08/12/2015 12:00	Flow Rate	0	gpm
PA RAW WATER	ROA05 - Colvin	09/11/2015 10:30	Flow Rate	0	gpm
PA RAW WATER	ROA05 - Colvin	10/05/2015 13:00	Flow Rate	0	gpm
PA RAW WATER	ROA05 - Colvin	11/20/2015 00:00	Flow Rate	0	gpm
PA RAW WATER	ROA05 - Colvin	12/07/2015 11:00	Flow Rate	2800	gpm
PA RAW WATER	ROA05 - Colvin	12/07/2015 11:00	pH-Field	6.8	su
PA RAW WATER	ROA05 - Colvin	12/07/2015 11:00	Temperature-Field	16	Degrees C
PA RAW WATER	ROA05 - Colvin	12/07/2015 11:00	Aluminum, Total		mg/L

PA RAW WATER	ROA05 - Colvin	12/07/2015 11:00	Calcium, Total	254	mg/L
PA RAW WATER	ROA05 - Colvin	12/07/2015 11:00	Iron, Total	68.2	mg/L
PA RAW WATER	ROA05 - Colvin	12/07/2015 11:00	Magnesium, Total	136	mg/L
PA RAW WATER	ROA05 - Colvin	12/07/2015 11:00	Manganese, Total	0.7	mg/L
PA RAW WATER	ROA05 - Colvin	12/07/2015 11:00	Potassium, Total	15.2	mg/L
PA RAW WATER	ROA05 - Colvin	12/07/2015 11:00	Sodium, Total	1510	mg/L
PA RAW WATER	ROA05 - Colvin	12/07/2015 11:00	Chloride	281	mg/L
PA RAW WATER	ROA05 - Colvin	12/07/2015 11:00	Alkalinity, Total (as CaCO3)	689	mg/L
PA RAW WATER	ROA05 - Colvin	12/07/2015 11:00	Acidity (as CaCO3)	232	mg/L
PA RAW WATER	ROA05 - Colvin	12/07/2015 11:00	Total Suspended Solids	8.5	mg/L
PA RAW WATER	ROA05 - Colvin	12/07/2015 11:00	Conductivity	7290	umhos/cm
PA RAW WATER	ROA05 - Colvin	12/07/2015 11:00	pH	6.81	UNITS
PA RAW WATER	ROA05 - Colvin	12/07/2015 11:00	Temperature At Determination		Degrees C
PA RAW WATER	ROA05 - Colvin	12/07/2015 11:00	Total Dissolved Solids	5270	mg/L
PA RAW WATER	ROA05 - Colvin	12/07/2015 11:00	Sulfate	3210	mg/L
PA RAW WATER	ROA05 - Colvin	12/07/2015 11:00	Total Suspended Solids	61	mg/L
PA RAW WATER	ROA05 - Colvin	01/06/2016 11:00	Flow Rate	2800	gpm
PA RAW WATER	ROA05 - Colvin	01/06/2016 11:00	pH-Field	6.8	su
PA RAW WATER	ROA05 - Colvin	01/06/2016 11:00	Temperature-Field	15	Degrees C
PA RAW WATER	ROA05 - Colvin	01/06/2016 11:00	Chloride	340	mg/L
PA RAW WATER	ROA05 - Colvin	01/06/2016 11:00	Aluminum, Total		mg/L
PA RAW WATER	ROA05 - Colvin	01/06/2016 11:00	Calcium, Total	288	mg/L
PA RAW WATER	ROA05 - Colvin	01/06/2016 11:00	Iron, Total	108	mg/L
PA RAW WATER	ROA05 - Colvin	01/06/2016 11:00	Magnesium, Total	170	mg/L
PA RAW WATER	ROA05 - Colvin	01/06/2016 11:00	Manganese, Total	1.2	mg/L
PA RAW WATER	ROA05 - Colvin	01/06/2016 11:00	Potassium, Total	16.8	mg/L
PA RAW WATER	ROA05 - Colvin	01/06/2016 11:00	Alkalinity, Total (as CaCO3)	602	mg/L
PA RAW WATER	ROA05 - Colvin	01/06/2016 11:00	Conductivity	8840	umhos/cm
PA RAW WATER	ROA05 - Colvin	01/06/2016 11:00	pH	6.8	UNITS
PA RAW WATER	ROA05 - Colvin	01/06/2016 11:00	Temperature At Determination		Degrees C
PA RAW WATER	ROA05 - Colvin	01/06/2016 11:00	Sodium, Total	1670	mg/L
PA RAW WATER	ROA05 - Colvin	01/06/2016 11:00	Total Dissolved Solids	16500	mg/L
PA RAW WATER	ROA05 - Colvin	01/06/2016 11:00	Sulfate	3750	mg/L
PA RAW WATER	ROA05 - Colvin	01/06/2016 11:00	Acidity (as CaCO3)	290	mg/L
PA RAW WATER	ROA05 - Colvin	01/06/2016 11:00	Total Suspended Solids	112	mg/L
PA RAW WATER	ROA05 - Colvin	02/10/2016 12:00	Flow Rate	2800	gpm
PA RAW WATER	ROA05 - Colvin	02/10/2016 12:00	pH-Field	6.5	su
PA RAW WATER	ROA05 - Colvin	02/10/2016 12:00	Temperature-Field	16	Degrees C
PA RAW WATER	ROA05 - Colvin	02/10/2016 12:00	Chloride	509	mg/L
PA RAW WATER	ROA05 - Colvin	02/10/2016 12:00	Sulfate	6590	mg/L
PA RAW WATER	ROA05 - Colvin	02/10/2016 12:00	Alkalinity, Total (as CaCO3)	611	mg/L
PA RAW WATER	ROA05 - Colvin	02/10/2016 12:00	Total Dissolved Solids	7970	mg/L
PA RAW WATER	ROA05 - Colvin	02/10/2016 12:00	Total Suspended Solids	124	mg/L
PA RAW WATER	ROA05 - Colvin	02/10/2016 12:00	Acidity (as CaCO3)	415	mg/L
PA RAW WATER	ROA05 - Colvin	02/10/2016 12:00	pH	6.53	UNITS
PA RAW WATER	ROA05 - Colvin	02/10/2016 12:00	Temperature At Determination		Degrees C
PA RAW WATER	ROA05 - Colvin	02/10/2016 12:00	Conductivity	10200	umhos/cm
PA RAW WATER	ROA05 - Colvin	02/10/2016 12:00	Aluminum, Total		mg/L
PA RAW WATER	ROA05 - Colvin	02/10/2016 12:00	Calcium, Total	372	mg/L
PA RAW WATER	ROA05 - Colvin	02/10/2016 12:00	Iron, Total	157	mg/L

PA RAW WATER	ROA05 - Colvin	02/10/2016 12:00	Magnesium, Total	248	mg/L
PA RAW WATER	ROA05 - Colvin	02/10/2016 12:00	Manganese, Total	1.61	mg/L
PA RAW WATER	ROA05 - Colvin	02/10/2016 12:00	Potassium, Total	20.3	mg/L
PA RAW WATER	ROA05 - Colvin	02/10/2016 12:00	Sodium, Total	1820	mg/L
PA RAW WATER	ROA05 - Colvin	03/09/2016 07:30	Flow Rate	0	GPM
04/13/2016 01:32	ROA05 - Colvin	04/11/2016 13:00	Flow Rate	0	GPM
04/30/2016 01:40	ROA05 - Colvin	04/28/2016 09:45	Flow Rate	2800	GPM
04/30/2016 01:40	ROA05 - Colvin	04/28/2016 09:45	pH-Field	6.7	su
04/30/2016 01:40	ROA05 - Colvin	04/28/2016 09:45	Temperature-Field	14	Degrees C
05/04/2016 01:30	ROA05 - Colvin	04/28/2016 09:45	Sulfate	5930	mg/L
05/05/2016 11:20	ROA05 - Colvin	04/28/2016 09:45	Acidity (as CaCO3)	172	mg/L
05/05/2016 11:20	ROA05 - Colvin	04/28/2016 09:45	Alkalinity, Total (as CaCO3)	625	mg/L
05/05/2016 11:20	ROA05 - Colvin	04/28/2016 09:45	Chloride	402	mg/L
05/05/2016 11:20	ROA05 - Colvin	04/28/2016 09:45	pH	6.96	UNITS
05/05/2016 11:20	ROA05 - Colvin	04/28/2016 09:45	Temperature At Determination		Degrees C
05/05/2016 11:20	ROA05 - Colvin	04/28/2016 09:45	Conductivity	7580	umhos/cm
05/06/2016 01:31	ROA05 - Colvin	04/28/2016 09:45	Total Dissolved Solids	6320	mg/L
05/06/2016 01:31	ROA05 - Colvin	04/28/2016 09:45	Total Suspended Solids	128	mg/L
05/06/2016 15:40	ROA05 - Colvin	04/28/2016 09:45	Aluminum, Total		mg/L
05/06/2016 15:40	ROA05 - Colvin	04/28/2016 09:45	Calcium, Total	258	mg/L
05/06/2016 15:40	ROA05 - Colvin	04/28/2016 09:45	Iron, Total	80.4	mg/L
05/06/2016 15:40	ROA05 - Colvin	04/28/2016 09:45	Magnesium, Total	153	mg/L
05/06/2016 15:40	ROA05 - Colvin	04/28/2016 09:45	Manganese, Total	0.901	mg/L
05/06/2016 15:40	ROA05 - Colvin	04/28/2016 09:45	Potassium, Total	15	mg/L
05/06/2016 15:40	ROA05 - Colvin	04/28/2016 09:45	Sodium, Total	1520	mg/L
05/17/2017 01:32	ROA05 - Colvin	02/15/2017 07:55	Flow Rate	0	gpm
03/14/2017 19:10	ROA05 - Colvin	03/10/2017 07:25	Flow Rate	0	gpm
03/23/2017 16:10	ROA05 - Colvin	03/22/2017 07:55	Flow Rate	0	gpm
04/19/2017 01:31	ROA05 - Colvin	04/14/2017 08:50	Flow Rate	0	gpm
05/11/2017 02:01	ROA05 - Colvin	05/09/2017 09:30	Flow Rate	2000	gpm
05/11/2017 02:01	ROA05 - Colvin	05/09/2017 09:30	pH-Field	6.68	su
05/11/2017 02:01	ROA05 - Colvin	05/09/2017 09:30	Temperature-Field	15.9	Degrees C
05/15/2017 16:11	ROA05 - Colvin	05/09/2017 09:30	Acidity (as CaCO3)	241	mg/L
05/15/2017 16:11	ROA05 - Colvin	05/09/2017 09:30	Total Suspended Solids	87	mg/L
05/15/2017 16:11	ROA05 - Colvin	05/09/2017 09:30	Total Dissolved Solids	5560	mg/L
05/16/2017 01:42	ROA05 - Colvin	05/09/2017 09:30	Aluminum, Total		mg/L
05/16/2017 01:42	ROA05 - Colvin	05/09/2017 09:30	Calcium, Total	255	mg/L
05/16/2017 01:42	ROA05 - Colvin	05/09/2017 09:30	Iron, Total	66.5	mg/L
05/16/2017 01:42	ROA05 - Colvin	05/09/2017 09:30	Magnesium, Total	137	mg/L
05/16/2017 01:42	ROA05 - Colvin	05/09/2017 09:30	Manganese, Total	0.726	mg/L
05/16/2017 01:42	ROA05 - Colvin	05/09/2017 09:30	Potassium, Total	14.8	mg/L
05/16/2017 01:42	ROA05 - Colvin	05/09/2017 09:30	Sodium, Total	1460	mg/L
05/16/2017 01:42	ROA05 - Colvin	05/09/2017 09:30	pH	6.78	UNITS
05/16/2017 01:42	ROA05 - Colvin	05/09/2017 09:30	Temperature At Determination		Degrees C
05/16/2017 01:42	ROA05 - Colvin	05/09/2017 09:30	Alkalinity to pH 4.5 (as CaCO3)	749	mg/L
05/16/2017 01:42	ROA05 - Colvin	05/09/2017 09:30	Conductivity	7650	umhos/cm
05/17/2017 11:31	ROA05 - Colvin	05/09/2017 09:30	Chloride	250	mg/L
05/17/2017 11:31	ROA05 - Colvin	05/09/2017 09:30	Sulfate	3240	mg/L
05/17/2017 09:10	ROA05 - Colvin	06/02/2017 07:00	Flow Rate	0	gpm
06/13/2017 07:20	ROA05 - Colvin	05/09/2017 09:30	Alkalinity, Total (as CaCO3)	749	mg/L

07/05/2017 17:20	ROA05 - Colvin	07/05/2017 06:50	Flow Rate	0	gpm
08/18/2017 01:22	ROA05 - Colvin	08/16/2017 07:50	Flow Rate	0	gpm
08/2017 08:40	ROA05 - Colvin	09/05/2017 00:00	Flow Rate	0	gpm
09/22/2017 01:20	ROA05 - Colvin	09/20/2017 09:35	pH	6.97	UNITS
09/22/2017 01:20	ROA05 - Colvin	09/20/2017 09:35	Temperature At Determination		Degrees C
09/22/2017 01:20	ROA05 - Colvin	09/20/2017 09:35	Conductivity	6820	umhos/cm
09/22/2017 01:20	ROA05 - Colvin	09/20/2017 09:35	Acidity (as CaCO3)	208	mg/L
09/22/2017 01:20	ROA05 - Colvin	09/20/2017 09:35	Flow Rate	2000	gpm
09/22/2017 01:20	ROA05 - Colvin	09/20/2017 09:35	pH-Field	6.78	su
09/22/2017 01:20	ROA05 - Colvin	09/20/2017 09:35	Temperature-Field	16.6	Degrees C
09/22/2017 01:20	ROA05 - Colvin	09/20/2017 09:35	Alkalinity, Total (as CaCO3)	727	mg/L
09/25/2017 17:30	ROA05 - Colvin	09/20/2017 09:35	Aluminum, Total		mg/L
09/25/2017 17:30	ROA05 - Colvin	09/20/2017 09:35	Iron, Total	56.9	mg/L
09/25/2017 17:30	ROA05 - Colvin	09/20/2017 09:35	Magnesium, Total	117	mg/L
09/25/2017 17:30	ROA05 - Colvin	09/20/2017 09:35	Manganese, Total	0.55	mg/L
09/25/2017 17:30	ROA05 - Colvin	09/20/2017 09:35	Potassium, Total	15	mg/L
09/27/2017 01:10	ROA05 - Colvin	09/20/2017 09:35	Calcium, Total	247	mg/L
09/27/2017 01:10	ROA05 - Colvin	09/20/2017 09:35	Sodium, Total	1460	mg/L
09/27/2017 01:10	ROA05 - Colvin	09/20/2017 09:35	Chloride	257	mg/L
09/27/2017 01:10	ROA05 - Colvin	09/20/2017 09:35	Total Dissolved Solids	5220	mg/L
09/27/2017 01:10	ROA05 - Colvin	09/20/2017 09:35	Sulfate	3780	mg/L
09/27/2017 15:20	ROA05 - Colvin	09/20/2017 09:35	Total Suspended Solids	93	mg/L
10/04/2017 01:20	ROA05 - Colvin	10/02/2017 09:05	Flow Rate	2000	gpm
10/04/2017 01:20	ROA05 - Colvin	10/02/2017 09:05	pH-Field	6.72	su
10/04/2017 01:20	ROA05 - Colvin	10/02/2017 09:05	Temperature-Field	15.8	Degrees C
10/06/2017 01:11	ROA05 - Colvin	10/02/2017 09:05	Total Suspended Solids	75.5	mg/L
10/06/2017 15:00	ROA05 - Colvin	10/02/2017 09:05	Chloride	236	mg/L
10/07/2017 01:21	ROA05 - Colvin	10/02/2017 09:05	pH	6.97	UNITS
10/07/2017 01:21	ROA05 - Colvin	10/02/2017 09:05	Temperature At Determination		Degrees C
10/07/2017 01:21	ROA05 - Colvin	10/02/2017 09:05	Alkalinity, Total (as CaCO3)	748	mg/L
10/07/2017 01:21	ROA05 - Colvin	10/02/2017 09:05	Sulfate	4520	mg/L
10/07/2017 01:21	ROA05 - Colvin	10/02/2017 09:05	Acidity (as CaCO3)	194	mg/L
10/07/2017 01:21	ROA05 - Colvin	10/02/2017 09:05	Conductivity	6610	umhos/cm
10/09/2017 14:40	ROA05 - Colvin	10/02/2017 09:05	Total Dissolved Solids	5220	mg/L
10/09/2017 16:10	ROA05 - Colvin	10/02/2017 09:05	Aluminum, Total		mg/L
10/09/2017 16:10	ROA05 - Colvin	10/02/2017 09:05	Calcium, Total	238	mg/L
10/09/2017 16:10	ROA05 - Colvin	10/02/2017 09:05	Iron, Total	51.3	mg/L
10/09/2017 16:10	ROA05 - Colvin	10/02/2017 09:05	Magnesium, Total	112	mg/L
10/09/2017 16:10	ROA05 - Colvin	10/02/2017 09:05	Manganese, Total	0.527	mg/L
10/09/2017 16:10	ROA05 - Colvin	10/02/2017 09:05	Potassium, Total	14.4	mg/L
10/09/2017 16:10	ROA05 - Colvin	10/02/2017 09:05	Sodium, Total	1460	mg/L
11/15/2017 16:30	ROA05 - Colvin	11/15/2017 07:45	Flow Rate	0	gpm
12/05/2017 16:20	ROA05 - Colvin	11/29/2017 10:35	Flow Rate	2000	gpm
12/05/2017 16:20	ROA05 - Colvin	11/29/2017 10:35	pH-Field	6.62	su
12/05/2017 16:20	ROA05 - Colvin	11/29/2017 10:35	Temperature-Field	16	Degrees C
12/06/2017 15:30	ROA05 - Colvin	11/29/2017 10:35	Alkalinity, Total (as CaCO3)	665	mg/L
12/06/2017 15:30	ROA05 - Colvin	11/29/2017 10:35	Total Suspended Solids	131	mg/L
12/06/2017 15:30	ROA05 - Colvin	11/29/2017 10:35	Chloride	381	mg/L
12/06/2017 15:30	ROA05 - Colvin	11/29/2017 10:35	pH	7.01	UNITS
12/06/2017 15:30	ROA05 - Colvin	11/29/2017 10:35	Temperature At Determination		Degrees C

12/06/2017 15:30	ROA05 - Colvin	11/29/2017 10:35	Conductivity	8100	umhos/cm
12/07/2017 01:12	ROA05 - Colvin	11/29/2017 10:35	Sulfate	3500	mg/L
12/07/2017 15:31	ROA05 - Colvin	11/29/2017 10:35	Total Dissolved Solids	6310	mg/L
12/08/2017 14:30	ROA05 - Colvin	11/29/2017 10:35	Acidity (as CaCO3)	38.2	mg/L
12/08/2017 16:31	ROA05 - Colvin	11/29/2017 10:35	Aluminum, Total		mg/L
12/08/2017 16:31	ROA05 - Colvin	11/29/2017 10:35	Calcium, Total	268	mg/L
12/08/2017 16:31	ROA05 - Colvin	11/29/2017 10:35	Iron, Total	71.9	mg/L
12/08/2017 16:31	ROA05 - Colvin	11/29/2017 10:35	Magnesium, Total	151	mg/L
12/08/2017 16:31	ROA05 - Colvin	11/29/2017 10:35	Manganese, Total	0.776	mg/L
12/08/2017 16:31	ROA05 - Colvin	11/29/2017 10:35	Potassium, Total	17.4	mg/L
12/08/2017 16:31	ROA05 - Colvin	11/29/2017 10:35	Sodium, Total	1590	mg/L
12/14/2017 01:21	ROA05 - Colvin	12/12/2017 05:30	Flow Rate	2000	gpm
12/14/2017 01:21	ROA05 - Colvin	12/12/2017 05:30	pH-Field	6.65	su
12/14/2017 01:21	ROA05 - Colvin	12/12/2017 05:30	Temperature-Field	15.6	Degrees C
12/16/2017 01:25	ROA05 - Colvin	12/12/2017 05:30	Chloride	383	mg/L
12/19/2017 01:12	ROA05 - Colvin	12/12/2017 05:30	Alkalinity, Total (as CaCO3)	668	mg/L
12/19/2017 01:12	ROA05 - Colvin	12/12/2017 05:30	Aluminum, Total		mg/L
12/19/2017 01:12	ROA05 - Colvin	12/12/2017 05:30	Calcium, Total	323	mg/L
12/19/2017 01:12	ROA05 - Colvin	12/12/2017 05:30	Iron, Total	99.7	mg/L
12/19/2017 01:12	ROA05 - Colvin	12/12/2017 05:30	Magnesium, Total	183	mg/L
12/19/2017 01:12	ROA05 - Colvin	12/12/2017 05:30	Manganese, Total	1.04	mg/L
12/19/2017 01:12	ROA05 - Colvin	12/12/2017 05:30	Potassium, Total	18.6	mg/L
12/19/2017 01:12	ROA05 - Colvin	12/12/2017 05:30	Conductivity	8320	umhos/cm
12/19/2017 01:12	ROA05 - Colvin	12/12/2017 05:30	Acidity (as CaCO3)	278	mg/L
12/19/2017 01:12	ROA05 - Colvin	12/12/2017 05:30	pH	6.82	UNITS
12/19/2017 01:12	ROA05 - Colvin	12/12/2017 05:30	Temperature At Determination		Degrees C
12/19/2017 01:12	ROA05 - Colvin	12/12/2017 05:30	Sulfate	4040	mg/L
12/20/2017 01:13	ROA05 - Colvin	12/12/2017 05:30	Sodium, Total	1580	mg/L
12/20/2017 16:50	ROA05 - Colvin	12/12/2017 05:30	Total Suspended Solids	122	mg/L
12/20/2017 16:50	ROA05 - Colvin	12/12/2017 05:30	Total Dissolved Solids	7390	mg/L
01/10/2018 16:10	ROA05 - Colvin	01/09/2018 11:25	Flow Rate	0	gpm

Exhibit C to CO&A

SPECIAL WARRANTY DEED

MADE this 18 day of NOVEMBER, 2013, by and between CONSOLIDATION COAL COMPANY, a corporation organized and existing under the laws of the State of Delaware, with its principal office at 1000 CONSOL Energy Drive, Canonsburg, Pennsylvania, 15317; hereinafter called "Grantor;"

AND

DAVID C. HOOK, having a mailing address of P.O. Box 792, Waynesburg, Pennsylvania 15370, hereinafter called "Grantee."

WITNESSETH, that in consideration of the sum of Ten and no/100 (\$10.00) Dollars, in hand paid, the receipt whereof is hereby acknowledged, said Grantor does hereby grant and convey unto the said Grantee, Grantee's Successors and Assigns:

ALL those certain tracts of land situate in Whiteley Township, Greene County, Pennsylvania, being more particularly bounded and described as follows:

TRACT ONE:

BEGINNING at a point, corner to lands now or formerly of Morris Roberts and Fordyce Bradford; thence by lands of the latter, North 63° 46' East 43.58 perches to an iron pin; thence by the same, South 38° 25' East 51.94 perches to an iron pin; thence by the same, South 78° 36' East 36.25 perches to an iron pin, corner to lands now or formerly of Bowen Stevens; thence by lands of the same South 40° 39' West 14.47 perches to a point; thence by same, South 20° 15' East 62.50 perches to a post, corner to lands now or formerly of Clarissa Fox; thence South 80° 45' West 84.50 perches to a poplar, corner to lands now or formerly of Morris Roberts; thence by lands of the same, North 24° 23' West 111.8 perches to stone; thence by same North 43° East 14.07 perches to the place of BEGINNING.

CONTAINING 60 acres, 158 perches.

TRACT TWO:

BEGINNING at a point in the public road, known as the Pole Cat Hollow Road, corner to lands now or formerly of Morris Roberts; thence by land of same, South 29° 15' West 62.7 perches to a stone; thence South 32° 30' East 23.8 perches

to a stone, corner to lands now or formerly of Henry Bradford's heirs; thence by same, North 63° 46' East 43.58 perches to an iron pin; thence by same, South 38° 25' East 51.94 perches to an iron pin; thence by same, South 78° 36' East 36.25 perches to corner to lands now or formerly of Bowen Stevens; thence by lands of same, North 40° 39' East 43.53 perches to a point; thence North 55° 30' West 93.64 perches to a point in the same Pole Cat Hollow Road; thence along said road, North 67° 30' West 44.10 perches to the place of BEGINNING.

CONTAINING 45 acres, 23 perches.

UNDER AND SUBJECT to the prior conveyance of that certain tract or parcel of land containing 1.102 acres as conveyed by United States Steel Corporation to West Penn Power Company by deed dated April 18, 1963, and recorded in the Recorder's Office of Greene County, Pennsylvania in Deed Book Volume 522, Page 113.

BEING the same property conveyed to Consolidation Coal Company, Grantor herein, as Item No. 39 in the deed of United States Steel Corporation dated January 3, 1984, and recorded in the Office of the Recorder of Deeds of Greene County, Pennsylvania in Deed Book Volume 672, Page 140.

TAX PARCEL NO. 2905-108

EXCEPTING AND RESERVING from all of the above-described property unto Grantor, Grantor's successors and assigns:

- A. All coal and other minerals and appurtenant rights of whatsoever nature heretofore granted, excepted or reserved by recorded or unrecorded documents, to the extent that such coal, minerals and appurtenant rights, or any interests therein, are now vested in the Grantor herein.
- B. All coal and minerals and all the rights and privileges necessary, economical or useful in the mining, excavating and removing of all of the coal and other minerals (including all minerals of any kind or character, whether solid, liquid or gaseous which are a part of or produced by the said coal and other minerals) and the right of mining the same using any current or future processes or technologies, including longwall mining and without leaving any support for the overlying strata or surface or anything therein or thereon and without liability for any injury which may result to the overlying strata or surface from the breaking or subsidence of said strata or surface, or injury to anything therein or thereon, including structures; and the right of ventilation and drainage and of access to the mines for men and materials, and the right of mining, ventilating, draining, transporting and processing the coal and other minerals of this or

other lands through the land, mines, and openings in and under the lands described herein. The Grantor, Grantor's successors or assigns, shall have the right to enter upon the surface to make all surveys necessary to its mining operation within or upon the premises conveyed herein as well as its mining operations in neighboring, coterminous or adjacent lands. The rights herein granted are in addition to those which are inherent with the ownership of said coal.

- C. All of the oil and gas and oil and gas bearing sands, strata, formations and horizons in which oil and gas may be, or may have been found, together with the exclusive right to enter said foregoing tract(s) to explore, operate for, produce, and transport by pipeline or otherwise all of said oil and gas, and to introduce and withdraw gas from storage by pumping or otherwise. As used herein, the term "gas" includes all gaseous substances, including, but not limited to, natural gas, gob gas and coalbed methane gas.
- D. The right and easement to construct, access, utilize, operate, repair, rebuild, monitor, secure, enclose, protect, and finally remove and reclaim all air shafts, degasification boreholes, stream mitigation facilities, and all other activities and facilities now or hereafter placed or conducted on the subject property in connection with the coal, oil, gas and other energy- producing activities conducted by Grantor and/or its related entities.
- E. The perpetual license to reenter the subject property on such occasion(s) and to such extent, and for such purpose(s) as Grantor, Grantor's successors and assigns may be required to comply with any governmental order, judgment, decree, law, ordinance or other legal mandate respecting the subject property or any of the Property Conditions.
- F. The right of ingress and egress upon those portions of the subject property necessary to effectuate bond release, at such reasonable times as Grantor deems necessary, with full right and authority, if required, to complete all reclamation activities and to perform any other operations or acts necessary to satisfy the requirements of any Federal, State or other governmental agencies if so required by said political bodies and/or agencies. Grantor shall provide Grantee with prior notice as is reasonable under the circumstances of its intention to enter onto the subject property to perform reclamation activities and seller shall make reasonable efforts to coordinate such activities with Grantee so as not to interfere with Grantee's use of the subject property. This right shall constitute a covenant running with the Property and shall inure to the benefit of and be binding upon each party's respective successors, assigns or grantees. This right of entry shall terminate when all of Grantor's permits and bonds are fully released on the subject property and all applicable appeals thereto have been exhausted. Grantor shall maintain all bonds until final

release is obtained and Grantee shall not disturb or affect any portions of the property that pertain to the permits or bond release until final release is obtained and all applicable appeals thereto have been exhausted. Grantor shall provide notice of said final release to Grantee within a reasonable time of obtaining the same.

- G. The exclusive right to use the pore spaces within any rock bodies on or in the above-described property, including spaces between grains, fractures, vesicles and voids formed by dissolution and mining activities.
- H. A perpetual easement and right-of-way over, under, upon, across and through portions of the lands hereinabove described for one (1) or more Electric/Communication Systems related purposes of which each said easement and right-of-way shall be no more than one hundred (100') feet in width on each side of the center (as determined by Grantor) of the Electric/Communication Systems as now and/or hereafter finally constructed on said land.

Grantor shall have the right but not the obligation in and with respect to such perpetual easement and right-of-way (1) to access (by foot, vehicle, and/or equipment), construct, place, reconstruct, supplement, operate, maintain, inspect, repair, and remove one or more aerial and/or underground electric power transmission systems and communication systems (for the purpose of carrying high and/or low voltage and communication signals) including, without limitation, wire, cables, poles, conduits, equipment cabinets, pads, transformers, switches, anchors, guys, crossarms, and all other aerial and/or underground equipment and fixtures (hereinafter collectively called "Electric/Communication Systems") as Grantor may deem necessary or useful from time to time; and (2) to clear, cut, trim, remove, destroy and otherwise control (by mechanical means, chemical spraying, and/or other lawful means) such trees, shrubs and other vegetation (whether located within or not within the right-of-way) which may interfere or threaten to interfere with the Electric/Communication Systems from time to time, in the discretion of Grantor, without being liable to Grantee for damages for any loss or destruction of said trees, shrubs or other vegetation; and (3) to remove obstructions that interfere or at anytime threaten to interfere with the Electric/Communication Systems or the ability of Grantor to exercise all rights provided for hereunder without being liable to Grantee for damages relative to said removal; and (4) to lease, license, sell, assign and transfer all or any portion of the rights provided hereunder to others for the purpose of furnishing any type of electric and/or communication service.

BY THE GRANTEE'S acceptance of this deed, the Grantee for itself, its successors and assigns, does hereby acknowledge, covenant and agree as follows, all of the following of which shall constitute a covenant running with the land:

- (1) The said Grantee, Grantee's heirs, successors and assigns, do hereby acknowledge (1) that some or all of the coal within and underlying all or portions of the property that is the subject of this deed has been and/or will hereafter be mined and removed; and (2) that said property has been and/or will hereafter be used for coal mining related purposes; and (3) that the surface and other strata and features of or pertaining to the subject property as well as certain structures and facilities located on or within the subject property may not be sound, stable, or safe or may hereafter become unsound, unstable or unsafe on account of deterioration, subsidence, changes in topographical elevations, flooding, or other reasons; and (4) the water supply(s) for said property are or may hereafter become contaminated, deficient and/or diminished; and (5) there are or may be damaged structures on said property. The matters referenced in subparagraphs (1), (2), (3), (4), and (5), hereinabove (whether now existing and/or hereafter developing) will hereinafter collectively be called Property Conditions. By the delivery of this deed to Grantee herein, the Grantee, Grantee's heirs, successors and assigns do hereby covenant and agree to (1) assume all risk of loss to person or property now existing or hereafter arising on account of the Property Conditions; and (2) waive any claims against the Grantor herein, Grantor's successors and assigns, for any loss of any nature to person or property incurred by the said Grantee herein or Grantee's successors or assigns relative to the Property Conditions; and (3) waive any claims or rights against Grantor, Grantor's successors and assigns to demand that Grantor, Grantor's successors and assigns stabilize, remediate, reclaim or otherwise take any action with respect to the Property Conditions at any time; and (4) to indemnify and hold harmless the Grantor herein, Grantor's successors and assigns, from any liabilities arising out of or in any manner related to said Property Conditions for any loss incurred by anyone possessing, occupying or utilizing the property that is the subject of this deed. This conveyance is or may be subject to the existence of a release and waiver relative to some or all of the Property Conditions which said release and waiver is binding upon the Grantee herein, Grantee's successors and assigns.
- (2) Grantee accepts this conveyance under and subject to all matters, whether recorded or unrecorded, and all physical conditions now existing or hereafter developing on or about said property and any improvements and structures thereon and/or features respecting said property.
- (3) Grantee hereby waives and releases any right it may now have or hereafter acquire to bring any claim or cause of action against Grantor, its employees, representatives, board members, officers, assigns or predecessors in title, concerning the present and/or future condition of the real property described

in this deed, including the present and/or future existence of any substances, materials or conditions located thereon or therein. This waiver and release includes but is not limited to the water restoration/replacement/compensation obligations and structure restoration/repair/compensation obligations contained in Act 54 of 1994, which Act the Grantee has received and read.

- (4) Grantee has performed a physical inspection and environmental assessment of the real estate described herein and has satisfied itself of the condition of same, and is purchasing such real property based upon such inspection and assessment and not in reliance upon any statement, representation, warranty or guarantee of the Grantor and hereby acknowledges that Grantor makes no representation or warranty in any manner relating to the real property described hereby or concerning the present and/or future existence or lack thereof of any substance, condition, or material upon, within below or about the real property described herein.
- (5) The Grantee herein hereby accepts delivery of this document, and all of the terms and conditions herein contained, from and after the date of acknowledgment by the Grantor hereinbelow contained; and that this acceptance has been preceded by the Grantee taking all necessary steps in acquiring all necessary authorizations, if any, in the acceptance hereof.
- (6) Grantee accepts this conveyance under and subject to the prior conveyance of certain oil, gas, coalbed methane and other interests set forth in the deed from Consolidation Coal Company, et al., to CNX Gas Company, LLC dated July 19, 2005 and recorded in the office of the Recorder of Deeds of Greene County, Pennsylvania in Record Book Volume 328, Page 67.

THERE IS NO monetary consideration for the within conveyance. The actual consideration for the within conveyance being the execution of a Damage Settlement between the Grantor and Grantee dated December 18, 2012. For purposes of establishing the amount of realty transfer tax due on the within conveyance a Statement of Value is attached hereto. All of the rights and privileges excepted and reserved in this deed may be exercised by Grantor, Grantor's successors and assigns, without further compensation of any kind at any time to Grantee, Grantee's successors and assigns, and without further liability upon Grantor, Grantor's successors and assigns.

NOTICE: GRANTEE (HEREINAFTER, WHETHER ONE OR MORE, CALLED "GRANTEE") HEREBY AGREES THAT GRANTEE MAY NOT BE OBTAINING THE RIGHT OF PROTECTION AGAINST SUBSIDENCE RESULTING FROM COAL MINING OPERATIONS AND THAT THE PURCHASED PROPERTY MAY BE PROTECTED FROM DAMAGE DUE TO MINE SUBSIDENCE BY A PRIVATE CONTRACT WITH THE OWNERS OF THE ECONOMIC INTERESTS IN THE COAL.


WITNESS:


DAVID C. HOOK


NOTICE: THIS DOCUMENT MAY NOT SELL, CONVEY, TRANSFER, INCLUDE OR INSURE THE TITLE TO THE COAL AND RIGHT OF SUPPORT UNDERNEATH THE SURFACE LAND DESCRIBED OR REFERRED TO HEREIN, AND THE OWNER OR OWNERS OF SUCH COAL MAY HAVE THE COMPLETE LEGAL RIGHT TO REMOVE ALL OF SUCH COAL AND, IN THAT CONNECTION, DAMAGE MAY RESULT TO THE SURFACE OF THE LAND AND ANY HOUSE, BUILDING OR OTHER STRUCTURE ON OR IN SUCH LAND. THE INCLUSION OF THIS NOTICE DOES NOT ENLARGE, RESTRICT OR MODIFY ANY LEGAL RIGHTS OR ESTATES OTHERWISE CREATED, TRANSFERRED, EXCEPTED OR RESERVED BY THIS INSTRUMENT. (This notice is set forth pursuant to Act No. 255, approved September 10, 1965.)

The undersigned officers of the Grantor, being duly elected by the Board of Directors of the Grantor, do hereby execute and attest this instrument pursuant to the authority vested in them by the by-laws duly adopted by the Grantor.

The Grantor does hereby warrant specially the property herein conveyed. WITNESS the due execution hereof, the day and year first above written.

ATTEST: 
(Corporate Seal)

CONSOLIDATION COAL COMPANY

By: 
Name: William D. Gillenwater
Title: Vice-President

ACKNOWLEDGMENT

COMMONWEALTH OF PENNSYLVANIA)
)
 COUNTY OF WASHINGTON)

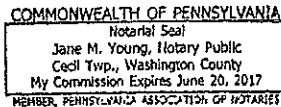
ss:

201300006568
 Exempt Status - N
 State RTT \$ 3998.48
 Local RTT \$ 3998.48
 \$ 1999.24 WHITELEY TOWNSHIP
 \$ 1999.24 CENTRAL GREENE SCHOOL DIST.

On this 18 day of NOVEMBER, 2013, before me, the undersigned officer, personally appeared **William D. Gillenwater**, who acknowledged himself to be **Vice-President** of **Consolidation Coal Company**, a Delaware corporation, and that he, as such **Vice-President**, being authorized to do so, executed the foregoing instrument for the purposes therein contained by signing the name of the corporation, in the capacity therein stated, by himself as **Vice-President**.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal.

(SEAL)



Jane M. Young
 Notary Public
 My Commission Expires:

CERTIFICATE OF RESIDENCE

I hereby certify that the precise residence of the Grantee within named is:
 P.O. Box 792, Waynesburg, Pennsylvania 15370.

Priscilla C. Hoot

This instrument was prepared by: Andrew S. Chumney, Esquire
 PBACOCK KELLER & ECKER, LLP
 70 East Beau Street
 Washington, PA 15301

I hereby CERTIFY that this document is
 recorded in the Recorder's Office of
 Greene County, Pennsylvania.



Thomas M. Headlee
 Thomas M. Headlee
 Recorder of Deeds



pennsylvania
DEPARTMENT OF REVENUE
Bureau of Individual Taxes
PO BOX 280603
Harrisburg, PA 17128-0603

REALTY TRANSFER TAX STATEMENT OF VALUE

See reverse for instructions.

RECORDER'S USE ONLY

State Tax Paid

Book Number

Page Number

Date Recorded

Complete each section and file in duplicate with Recorder of Deeds when (1) the full value/consideration is not set forth in the deed, (2) the deed is without consideration or by gift, or (3) a tax exemption is claimed. A Statement of Value is not required if the transfer is wholly exempt from tax based on family relationship or public utility easement. If more space is needed, attach additional sheets.

A. CORRESPONDENT - All inquiries may be directed to the following person:

Name

Telephone Number:

Andrew S. Chumney, Esquire

(724) 222-4520

Mailing Address

City

State

ZIP Code

70 East Beau Street

Washington

PA

15301

B. TRANSFER DATA**C. Date of Acceptance of Document**

Grantor(s)/Lessor(s)

Grantee(s)/Lessee(s)

Consolidation Coal Company

David C. Hook

Mailing Address

Mailing Address

1000 CONSOL Energy Drive

P. O. Box 792

City

State

ZIP Code

City

State

ZIP Code

Canonsburg

PA

15317

Waynesburg

PA

15370

D. REAL ESTATE LOCATION

Street Address

City, Township, Borough

Whiteley Township

County

School District

Tax Parcel Number

Green

Central Greene

2905-108

E. VALUATION DATA - WAS TRANSACTION PART OF AN ASSIGNMENT OR RELOCATION? ☐ Y ☒ N

1. Actual Cash Consideration

2. Other Consideration

3. Total Consideration

0.00

+ 0.00

= 0.00

4. County Assessed Value

5. Common Level Ratio Factor

6. Fair Market Value

283,580.00

X 1.41

= 399,847.80

F. EXEMPTION DATA

1a. Amount of Exemption Claimed

1b. Percentage of Grantor's Interest in Real Estate

1c. Percentage of Grantor's Interest Conveyed

0.00

100%

100%

Check Appropriate Box Below for Exemption Claimed.☐ Will or Intestate succession.

(Name of Decedent)

(Estate File Number)

☐ Transfer to a trust. (Attach complete copy of trust agreement identifying all beneficiaries.)☐ Transfer from a trust. Date of transfer into the trust

If trust was amended attach a copy of original and amended trust.

☐ Transfer between principal and agent/straw party. (Attach complete copy of agency/straw party agreement.)☐ Transfers to the commonwealth, the U.S. and instrumentalities by gift, dedication, condemnation or in lieu of condemnation. (If condemnation or in lieu of condemnation, attach copy of resolution.)☐ Transfer from mortgagor to a holder of a mortgage in default. (Attach copy of mortgage and note/assignment.)☐ Corrective or confirmatory deed. (Attach complete copy of the deed to be corrected or confirmed.)☐ Statutory corporate consolidation, merger or division. (Attach copy of articles.)☐ Other (Please explain exemption claimed.)

Under penalties of law, I declare that I have examined this statement, including accompanying information, and to the best of my knowledge and belief, it is true, correct and complete.

Signature of Correspondent or Responsible Party

Date

11/22/13

FAILURE TO COMPLETE THIS FORM PROPERLY OR ATTACH REQUESTED DOCUMENTATION MAY RESULT IN THE RECORDER'S REFUSAL TO RECORD THE DEED.

200000003524
Filed for Record in
GREENE COUNTY, PA
THOMAS M. HEADLEE
On 09-06-2000 At 09:07 as.
DEED 1001.65
OR Book 224 Page 312 - 318

SPECIAL WARRANTY DEED

MADE this 31st day of August, 2000, by and between CONSOLIDATION COAL COMPANY, a Delaware corporation organized and existing under the laws of the State of Delaware, with its principal office at 1800 Washington Road, Pittsburgh, Pennsylvania, 15241; hereinafter called "Grantor;"

AND

DANIEL F. BEDILION and VICKY L. BEDILION, husband and wife, of P.O. Box 43, Jefferson, Pennsylvania 15344, hereinafter called "Grantee."

WITNESSETH, that in consideration of the sum of Ten and no/100 (\$10.00) Dollars, in hand paid, the receipt whereof is hereby acknowledged, said Grantor does hereby grant and convey unto the said Grantee, Grantee's Successors and Assigns:

ALL that certain messuage, tenement and tract of land situate in Cumberland Township, Greene County, Pennsylvania, bounded and described as follow:-

BEGINNING at a Wild Cherry, corner to lands formerly of Owen and Sarah McClure; thence by same, E. 32.20 rods to a stone by bridge; thence by same, S. 9-1/4 degrees E. 19.98 rods to a stone in the upper side of the road; thence by same, S. 29-3/4 degrees E. 41.94 rods to a stone in lower side of road; thence by same, S. 13-1/2 degrees E. 8.20 rods to a stone in lower side of the road; thence by same, S. 7-1/2 degrees E. 29.45 rods to stone at lower side of road; thence by land formerly of Mrs. Ada Johns, N. 89-1/2 degrees W. 70.48 rods to a stone-pile; thence by same, S. 63 degrees W. 43.29 rods to a stake; thence by same and land formerly of David Zimmers, N. 25 degrees 19 minutes W. 88 rods to lands of Benjamin E. Miller and wife; thence by same, N. 54 degrees E. 19.63 rods to a point; thence by same, N. 25 degrees 19 minutes W. 41.82 rods to a point in road; thence by same, N. 53 degrees 44 minutes E. 8.14 rods to a point in road; thence by same, N. 41 degrees E. 18.24 rods to a point in road; thence N. 40 degrees W. 1.575 rods to a point in the road; thence by land of Buckeye Coal Company, N. 54 degrees E. 39.02 rods to a point in road; thence by land formerly of Owen and Sarah McClure, S. 32-1/4 degrees E. 69.78 rods to a Wild Cherry, the place of Beginning.

TAX PARCEL NO. 0505-148.

FOR PRIOR TITLE, reference is hereby made to the deed from Carhart Bowlby, et al., to United States Steel Company dated July 7, 1951 and recorded in Greens County in Deed Book Volume 463, Page 239. By various name changes and mergers, United States Steel Company became United States Steel Corporation as recited in the deed from United States Steel Corporation to Consolidation Coal Company dated January 3, 1984 and recorded in Greene County in Deed Book Volume 672, Page 140. The said 91.447 acre tract hereinabove described being listed on said deed as Tract No. 33.

EXCEPTING AND RESERVING from all of the above-described property unto Grantor, Grantor's successors and assigns:

- A. All coal and other minerals and appurtenant rights of whatsoever nature heretofore granted, excepted or reserved by recorded or unrecorded documents, to the extent that such coal, minerals and appurtenant rights, or any interests therein, are now vested in the Grantor herein.
- B. All coal and minerals and all the rights and privileges necessary, economical or useful in the mining, excavating and removing of all of the coal and other minerals (including all minerals of any kind or character, whether solid, liquid or gaseous which are a part of or produced by the said coal and other minerals) and the right of mining the same using any current or future processes or technologies, including longwall mining and without leaving any support for the overlying strata or surface or anything therein or thereon and without liability for any injury which may result to the overlying strata or surface from the breaking or subsidence of said strata or surface, or injury to anything therein or thereon, including structures; and the right of ventilation and drainage and of access to the mines for men and materials, and the right of mining, ventilating, draining, transporting and processing the coal and other minerals of this or other lands through the land, mines, and openings in and under the lands described herein. The Grantor, Grantor's successors or assigns, shall have the right to enter upon the surface to make all surveys necessary to its mining operation within or upon the premises conveyed herein as well as its mining operations in neighboring, coterminous or adjacent lands. The rights herein granted are in addition to those which are inherent with the ownership of said coal.
- C. All of the oil and gas and oil and gas bearing sands, strata, formations and horizons in which oil and gas may be, or may

have been found, together with the exclusive right to enter said foregoing tract(s) to explore, operate for and produce all of said oil and gas, and to introduce and withdraw gas from storage by pumping or otherwise. As used herein, the term "gas" includes all gaseous substances, including, but not limited to, natural gas, gob gas and coalbed methane gas.

- D. The right and easement to access, utilize, operate, repair, rebuild, monitor, secure, enclose, protect, and finally remove and reclaim all air shafts, degasification boreholes, water monitoring wells, and all other facilities placed on the subject property in connection with Grantor's underground coal mine.
- E. The perpetual license to reenter the subject property on such occasion(s) and to such extent, and for such purpose(s) as Grantor, Grantor's successors and assigns may be required to comply with any governmental order, judgment, decree, law, ordinance or other legal mandate respecting the subject property or any of the Property Conditions.

BY THE GRANTEE'S acceptance of this deed, the Grantee for itself, its successors and assigns, does hereby acknowledge, covenant and agree as follows, all of the following of which shall constitute a covenant running with the land:

- (I) The said Grantee, Grantee's heirs, successors and assigns, do hereby acknowledge (1) that some or all of the coal within and underlying all or portions of the property that is the subject of this deed has been and/or will hereafter be mined and removed; and (2) that said property has been and/or will hereafter be used for coal mining related purposes; and (3) that the surface and other strata and features of or pertaining to the subject property as well as certain structures and facilities located on or within the subject property may not be sound, stable, or safe or may hereafter become unsound, unstable or unsafe on account of deterioration, subsidence, changes in topographical elevations, flooding, or other reasons; and (4) the water supply(s) for said property are or may hereafter become contaminated, deficient and/or diminished; and (5) there are or may be damaged structures on said property. The matters referenced in subparagraphs (1), (2), (3), (4), and (5), hereinabove (whether now existing and/or hereafter developing) will hereinafter collectively be called Property Conditions. By the delivery of this deed to Grantee herein, the Grantee, Grantee's heirs, successors and assigns do hereby covenant and agree to (1)

0224 F60315

assume all risk of loss to person or property now existing or hereafter arising on account of the Property Conditions; and (2) waive any claims against the Grantor herein, Grantor's successors and assigns, for any loss of any nature to person or property incurred by the said Grantee herein or Grantee's successors or assigns relative to the Property Conditions; and (3) waive any claims or rights against Grantor, Grantor's successors and assigns to demand that Grantor, Grantor's successors and assigns stabilize, remediate, reclaim or otherwise take any action with respect to the Property Conditions at any time; and (4) to indemnify and hold harmless the Grantor herein, Grantor's successors and assigns, from any liabilities arising out of or in any manner related to said Property Conditions for any loss incurred by anyone possessing, occupying or utilizing the property that is the subject of this deed. This conveyance is or may be subject to the existence of a release and waiver relative to some or all of the Property Conditions which said release and waiver is binding upon the Grantee herein, Grantee's successors and assigns.

- (2) Grantee accepts this conveyance under and subject to all matters, whether recorded or unrecorded, and all physical conditions now existing or hereafter developing on or about said property and any improvements and structures thereon and/or features respecting said property.
- (3) Grantee hereby waives and releases any right it may now have or hereafter acquire to bring any claim or cause of action against Grantor, its employees, representatives, board members, officers, assigns or predecessors in title, concerning the present and/or future condition of the real property described in this deed, including the present and/or future existence of any substances, materials or conditions located thereon or therein. This waiver and release includes but is not limited to the water restoration/replacement/compensation obligations and structure restoration/repair/compensation obligations contained in Act 54 of 1994, which Act the Grantee has received and read.
- (4) Grantee has performed a physical inspection and environmental assessment of the real estate described herein and has satisfied itself of the condition of same, and is purchasing such real property based upon such inspection and assessment and not in reliance upon any statement, representation, warranty or guarantee of the Grantor and hereby acknowledges that Grantor makes no representation or warranty in any manner relating to the real property described hereby or concerning the

BK0224 PG0317

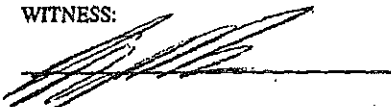
NOTICE: THIS DOCUMENT MAY NOT SELL, CONVEY, TRANSFER, INCLUDE OR INSURE THE TITLE TO THE COAL AND RIGHT OF SUPPORT UNDERNEATH THE SURFACE LAND DESCRIBED OR REFERRED TO HEREIN, AND THE OWNER OR OWNERS OF SUCH COAL MAY HAVE THE COMPLETE LEGAL RIGHT TO REMOVE ALL OF SUCH COAL AND, IN THAT CONNECTION, DAMAGE MAY RESULT TO THE SURFACE OF THE LAND AND ANY HOUSE, BUILDING OR OTHER STRUCTURE ON OR IN SUCH LAND. THE INCLUSION OF THIS NOTICE DOES NOT ENLARGE, RESTRICT OR MODIFY ANY LEGAL RIGHTS OR ESTATES OTHERWISE CREATED, TRANSFERRED, EXCEPTED OR RESERVED BY THIS INSTRUMENT. (This notice is set forth pursuant to Act No. 255, approved September 10, 1985.)

The undersigned officers of the Grantor, being duly elected by the Board of Directors of the Grantor, do hereby execute and attest this instrument pursuant to the authority vested in them by the by-laws duly adopted by the Grantor.

The Grantor does hereby warrant specially the property herein conveyed.

WITNESS the due execution hereof, the day and year first above written.

WITNESS:



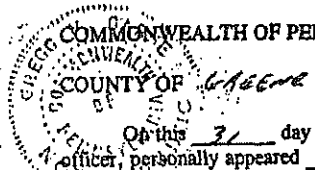
CONSOLIDATION COAL COMPANY

By: James N. Mayer
Name: James N. Mayer
Title: Vice President

200000003524
Exempt Status - N
Writ tax \$.50
State RTT \$ 488.08
Local RTT \$ 488.08
\$ 244.04 CUMBERLAND TOWNSHIP
\$ 244.04 CARMICHAELS AREA SCHOOL DIST.

REALTY TRANSFER TAX
AFFIDAVIT FILED

ACKNOWLEDGMENT



On this 31 day of AUGUST, 2000, before me, the undersigned officer, personally appeared JAMES N. MAJORS, who acknowledged him/herself to be VICA PRESIDENT of CONSOLIDATION COAL COMPANY, and that he/she, as such VICA PRESIDENT, being authorized to do so, executed the foregoing instrument for the purposes therein contained by signing the name of the corporation, in the capacity therein stated, by him/herself as VICA PRESIDENT.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal.

Notarial Seal
Gregg V. Barbe, Notary Public
Perry Twp., Greene County
My Commission Expires July 11, 2001
Member, Pennsylvania Association of Notaries

Notary Public

My Commission Expires: JULY 11 2001

I hereby CERTIFY that this document is recorded in the Recorder's Office of Greene County, Pennsylvania.



Thomas M. Hendline

Thomas M. Hendline
Recorder of Deeds

CERTIFICATE OF RESIDENCE

I hereby certify that the precise residence of the Grantee within named is:
P.O. Box 43, Jefferson, Pennsylvania 15344

Perry Fulgore

This instrument was prepared by: Wesley A. Cramer, Esquire
PEACOCK, KELLER, ECKER & CROTHERS, LLP
70 East Beau Street
Washington, PA 15301

ibit D to CO&A

TOTAL TREATMENT COSTS FOR ROBENA CRDA PERMIT

Year	Chemicals	Sludge Removal	Pumping	Operation & Monitoring	Maintenance	Equipment	Total
2011	\$ 104,745.00	\$ 176,839.00	\$ 122,392.00	\$ 96,786.00	\$ 149,737.00	\$ 26,828.00	\$ 677,327.00
2012	\$ 115,422.00	\$ 36,752.00	\$ 95,418.00	\$ 106,850.00	\$ 180,382.00	\$ -	\$ 534,824.00
2013	\$ 107,595.00	\$ -	\$ 108,816.00	\$ 106,950.00	\$ 243,391.00	\$ 4,676.00	\$ 571,428.00
2014	\$ 114,225.00	\$ 10,470.00	\$ 37,410.00	\$ 143,300.00	\$ 198,959.00	\$ -	\$ 504,364.00
2015	\$ 120,942.00	\$ -	\$ 89,974.00	\$ 120,600.00	\$ 134,320.00	\$ 1,315.00	\$ 467,151.00
5 Year Avg	\$ 112,585.80	\$ 44,812.20	\$ 90,802.00	\$ 114,897.20	\$ 181,357.80	\$ 6,563.80	\$ 551,018.80

TREATMENT COSTS FOR COLVIN

Year	Chemicals	Sludge Removal	Pumping	Operation & Monitoring	Maintenance	Equipment	Total
2011	\$ 81,185.00	\$ -	\$ 86,133.00	\$ 31,886.00	\$ 13,732.00	\$ 9,043.00	\$ 221,979.00
2012	\$ 95,610.00	\$ -	\$ 70,024.00	\$ 31,650.00	\$ 55,287.00	\$ -	\$ 252,571.00
2013	\$ 84,499.00	\$ -	\$ 83,160.00	\$ 37,650.00	\$ 40,884.00	\$ 4,676.00	\$ 250,869.00
2014	\$ 92,520.00	\$ -	\$ 6,424.00	\$ 55,100.00	\$ 124,727.00	\$ -	\$ 278,771.00
2015	\$ 106,282.00	\$ -	\$ 55,956.00	\$ 45,000.00	\$ 37,809.00	\$ 1,315.00	\$ 246,362.00
5 Year Avg	\$ 92,019.20	\$ -	\$ 60,339.40	\$ 40,257.20	\$ 54,487.80	\$ 3,006.80	\$ 250,110.40

TREATMENT COSTS FOR ROBENA SURFACE

Year	Chemicals	Sludge Removal	Pumping	Operation & Monitoring	Maintenance	Equipment	Total
2011	\$ 23,560.00	\$ 176,839.00	\$ 36,259.00	\$ 64,900.00	\$ 136,005.00	\$ 17,785.00	\$ 455,348.00
2012	\$ 19,812.00	\$ 36,752.00	\$ 25,394.00	\$ 75,200.00	\$ 125,095.00	\$ -	\$ 282,253.00
2013	\$ 23,096.00	\$ -	\$ 25,656.00	\$ 69,300.00	\$ 202,507.00	\$ -	\$ 320,559.00
2014	\$ 21,705.00	\$ 10,470.00	\$ 30,986.00	\$ 88,200.00	\$ 74,232.00	\$ -	\$ 225,593.00
2015	\$ 14,660.00	\$ -	\$ 34,018.00	\$ 75,600.00	\$ 96,511.00	\$ -	\$ 220,789.00
5 Year Avg	\$ 20,566.60	\$ 44,812.20	\$ 30,462.60	\$ 74,640.00	\$ 126,870.00	\$ 3,557.00	\$ 300,908.40

Exhibit E to CO&A

Company Name CONSOL Mining Company LLC

Printed on 02/01/2016

Project Robena Permit RevisionSite Name Robena Permit #: 30733707

AMD TREAT RECAPITIALIZATION COST



AMD TREAT

Calculation Period 75 yrs Inflation Rate 3.10 % Net Return Rate 6.00 %Recapitalization Name Robena ReCap Costs

A.	B	C	D	E	F	G
Description of Item	Unit Cost Per Item	Quantity	Total Item Cost	Life Cycle	Number of Periods	Total PV
1. Vertical Turbine Pump	650,000	1	650,000	20	3	710,575
2. Floating Aerator	25,000	1	25,000	5	15	147,053
3. Fixed Aerator	50,000	2	100,000	15	5	169,589
4. Lime Feeder System	20,000	3	60,000	20	3	65,592
5. Electrics	40,000	1	40,000	20	3	43,728
6. Underflow System	10,000	1	10,000	10	7	26,793
7. Surface Pumps	30,000	1	30,000	10	7	80,380
8.	0	0	0	0	0	0
9.	0	0	0	0	0	0
10.	0	0	0	0	0	0
11.	0	0	0	0	0	0
12.	0	0	0	0	0	0
13.	0	0	0	0	0	0
14.	0	0	0	0	0	0
15.	0	0	0	0	0	0
16.	0	0	0	0	0	0
17.	0	0	0	0	0	0
18.	0	0	0	0	0	0
19.	0	0	0	0	0	0
20.	0	0	0	0	0	0

Total Capital Cost 915,000 \$ PV Grand Total 1,243,709 \$

PARTICIPATION AGREEMENT
FOR THE CLEAN STREAMS FOUNDATION, INC. TRUST

This Participation Agreement ("Participation Agreement") entered into this 27 day of June, 2018, by and between CONSOL Mining Company LLC, a limited liability corporation, with its principal place of business at 1000 CONSOL Energy Drive, Canonsburg, PA 15317 ("Participant"), and the CLEAN STREAMS FOUNDATION, INC. ("Trustee" or "Foundation"), a Pennsylvania nonprofit corporation, with its registered place of business at 160 North McKean Street, Kittanning, Pennsylvania 16201.

WHEREAS, the Participant wishes to provide surety bonds or other assets or guarantees to assure that funds will be available in the future for the operation of certain treatment systems, for the prevention of pollution, and for the protection of natural resources; and

WHEREAS, the Trustee has established, through a Declaration of Trust, dated April 7, 2001, a Trust which purpose is to help assure that funds are available to the Commonwealth of Pennsylvania in the future to operate and maintain treatment systems, to prevent pollution, to protect natural resources from the adverse impacts of untreated discharges into waters of the Commonwealth, and for the health and welfare of the public (the "Trust"); and

WHEREAS, the Trustee has agreed and is willing to accept the Participant's surety bonds or other assets or guarantees and perform the duties as are required to be performed pursuant to this Participation Agreement and the Declaration of Trust; and

NOW THEREFORE, in consideration of the foregoing and of the mutual promises and undertakings of the parties as set forth herein, and with the intention of being legally bound hereby, the parties agree as follows:

ARTICLE ONE DEFINITIONS

§1.1 The "Department" means the Pennsylvania Department of Environmental Protection, and its successor if any, which is the governmental agency with responsibilities related to the administration of the water pollution control and mining reclamation programs in Pennsylvania.

§1.2 "Operate" means, but is not limited to, the operation, maintenance, improvement, and replacement of treatment facilities approved by the Department and any other facilities which may be required in the future.

§1.3 "Participant" means an individual, organization, or corporation that has elected to participate in the Trust pursuant to a Participation Agreement entered into between the Participant and the Foundation, for purposes of providing surety bonds and/or other assets or financial guarantees to assure that funds will be available in the future for the operation of certain treatment systems, for the public purpose of prevention or abatement of pollution, and for the protection of natural resources, the environment, and for the health and welfare of the public.

§1.4 "Treatment Systems" means those certain discharges and treatment facilities and activities for which a Participant has provided surety bonds or other assets or guarantees to be held in trust by the Foundation.

§1.5 "Trustee" means the Foundation acting as trustee under the terms and provisions of the Declaration of Trust and a Participation Agreement entered into with a Participant.

ARTICLE TWO PARTICIPATION IN THE TRUST

§2.1 The Participant agrees to provide certain surety bonds, assets, and/or guarantees

to be held by the Trustee for purposes of assuring that funds are available in the future for the operation of certain treatment systems, for the prevention of pollution, and for the protection of natural resources; which are more particularly described in the Robena Treatment Trust Consent Order and Agreement between the Department and the Participant dated _____, 2018 to which this Participation Agreement is attached as Exhibit "F" (hereinafter the "CO&A").

§2.2 The Trustee agrees to establish within the Trust Fund a Sub-Account designated as "Sub-Account For CONSOL Mining Company LLC" ("Sub-Account") also known as the "CMC Robena Treatment Trust."

§2.3 The Participant agrees to make an initial payment or transfer to the Trust of \$0.00.

§2.4 The Participant agrees to fully fund the Trust as agreed upon between the Participant and the Department pursuant to Paragraph 5.c. of the CO&A.

§2.5 Any guarantees, including but not limited to, letters of credit, insurance, surety bonds, etc., delivered by the Participant shall be held by the Trustee until the Department either directs the Trustee to release such guarantee or portion thereof or the Department directs the Trustee to forfeit said bonds or enforce said guarantee and for the Trustee to deposit the proceeds of such guarantee into the Trust Fund. The Trustee shall be under no obligation to pay any premiums or other costs associated therewith. Instead, all such premiums and costs, as well as the responsibility for maintaining the guarantees in full force and effect, shall remain the obligation of the Participant. The Trustee shall take no action with respect to guarantees except as directed, in writing, by the Department, and the Trustee shall not be liable to any party for acting in accordance with such directions.

§2.6 Any payments made by the Participant or on its behalf to the Trustee for deposit into the Trust shall consist of cash, bank checks, bank wire transfers, negotiable instruments, or other property acceptable to the Trustee. The Trustee shall have no responsibility for the amount or adequacy of such payment, but the Trustee shall notify the Department in writing of any deficiencies in the payments agreed to be made by the Participant whenever the Trustee has knowledge of such deficiencies.

ARTICLE THREE ADMINISTRATION

§3.1 The principal of the Sub-Account shall consist of:

- (a) The payments or transfers to the Trustee made by the Participant pursuant to this Agreement for said Sub-Account.
- (b) Such payments from time to time and at any time to the Trustee as such may be directed by the Department pursuant to any agreement between the Department and the Participant.
- (c) Cash, funds or property transferred from any person to the Trustee and accepted by the Trustee for said Sub-Account.
- (d) Any proceeds from surety bonds which are transferred to the Trustee for said Sub-Account.
- (e) All investments, reinvestments, assets or proceeds attributable to or derived from the foregoing items in this §3.1.
- (f) All earnings, accretions and profits received with respect to the foregoing items in this §3.1.

§3.2 The Trustee shall hold and administer the funds of the Sub-Account in accordance with the terms and conditions of the Declaration of Trust, this Participation

Agreement, and the CO&A.

§3.3 The Trustee shall distribute such amounts from the Sub-Account as the Department shall direct to pay for the operation of the Treatment System or Treatment Systems. This amount may be paid to a third party administrator to the Trust, who shall be responsible for paying the costs of operating the Treatment System in accordance with any instructions that may be issued by the Department in relation thereto.

§3.4 The Participant hereby adopts the Declaration of Trust as the document which governs the administration of this Participation Agreement and the Sub-Account and directs the Trustee to hold and administer the Sub-Account in accordance with the terms and conditions of the Declaration of Trust. The Participant acknowledges that the Commonwealth of Pennsylvania acting through the Department is the legal beneficiary of the Trust and has all rights of a beneficiary under the law, as well as the rights granted under the Declaration of Trust. The Department shall have access to the Trust as provided therein.

§3.5 The funds in the Sub-Account and any other property held by the Trustee pursuant to this Participation Agreement shall not be subject to assignment, alienation, pledge, attachment, garnishment, sequestration, levy or other legal process, either voluntary, involuntary or by operation of law, by, on behalf of, or in respect of the Participant and shall not be subject or applied to the debts, obligations or liabilities of the Participant, including, without limitation, any direct action or seizure by any creditor or claimant under any writ or proceeding at law or in equity. Furthermore, the Participant shall have no legal title to any part of the Trust Fund, and it is the intention of the parties to this Participation Agreement that the Participant's entry into the Trust shall extinguish and remove all of Participant's interest in the Trust from Participant's estate under the Bankruptcy Code or similar laws.

§3.6 Except as otherwise provided in the Declaration of Trust or this Participation Agreement, all payments made to the Trustee or deposits into the Trust by the Participant shall be irrevocable once made, and upon delivery thereof by the Participant, all interest of the Participant therein shall cease and terminate, and no part thereof, nor any income therefrom, shall be used for or devoted to purposes other than for the exclusive benefit of the Department and the Trust as provided herein.

§3.7 If the Sub-Account receives cash funding, the Trustee shall at least quarterly furnish the Participant a statement providing an accounting of all transactions involving the Sub-Account and confirming the value of the Sub-Account. Such statement shall value Trust investments at market value which shall be that market value determined not more than thirty (30) days prior to the date of statement.

§3.8 The Trustee shall be responsible for the keeping of all appropriate books and records relating to the receipt and disbursement of all moneys and assets under this Agreement. The Trustee shall also cause to be prepared all income tax or information returns required to be filed with respect to the Trust and shall execute and file such returns. Each Participant, upon request, shall furnish the Trustee with such information as may be reasonably required in connection with the preparation of such income tax or information returns.

ARTICLE FOUR **AMENDMENTS**

§4.1 This Participation Agreement may be amended by an instrument in writing, executed by the Participant and the Trustee, with the consent and acknowledgment of the Department, or by the Trustee and the Department in the event Participant ceases to exist or defaults, but during the existence of the Participant any amendment under this paragraph cannot in any manner affect the irrevocable nature of the Trust.

ARTICLE FIVE
NOTICES

§5.1 All notices, inquiries, directions or other written communications made or given pursuant to the Trust shall be given to the Participant, the Department and the Trustee by certified mail, return receipt requested, addressed to the following addresses, and shall be deemed to be received upon the earlier of the date of signed receipt of the certified mailing or seven (7) days following the date of mailing:

Participant: Brian Bogden
CONSOL Energy, Inc.
1000 CONSOL Energy Drive
Canonsburg, PA 45317

Trustee: Clean Streams Foundation, Inc.
c/o Dean K. Hunt, Administrator
746 Westland Dr Ste 110
Lexington, Kentucky 40504

Beneficiary: Pennsylvania Department of Environmental Protection
Director, Bureau of Mining and Reclamation
Fifth Floor, Rachel Carson Building
400 Market Street
Harrisburg, PA 17105-8461

§5.2 Any change in the above addresses shall be made by giving notice to all parties to this Participation Agreement.

ARTICLE SIX
DISPUTES

§6.1 In the event of any dispute between the parties, the parties agree to attempt to resolve the dispute through negotiation or a method of alternative dispute resolution. No litigation shall be commenced without a certification by an authorized officer, employee, or agent of any party that the dispute cannot be resolved by negotiation or alternative dispute resolution provided in writing at least 20 days before commencing legal action.

§6.2 A party receiving such notice shall have 10 days after receipt of said notice to demand that said dispute be resolved by binding arbitration. If arbitration is requested, the dispute shall be resolved in accordance with the arbitration rules of the American Arbitration Association then in effect without regard to the date of execution of this Agreement.

ARTICLE SEVEN **CONSTRUCTION**

§7.1 As used in this Agreement, words in the singular include the plural and words in the plural include the singular. Words used in this Agreement shall be given the meaning set forth in the Declaration of Trust, or in the absence of a definition therein, their plain and ordinary meaning, except that, words used in a financial or investment context that are terms of art shall be given their commonly accepted meaning when used in the context of financial services and investment practices. The headings of each section of this Agreement are for descriptive purposes only and shall not affect the interpretation or legal efficacy of this Agreement.

§7.2 Any provision of this Agreement which is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability. Such prohibition or unenforceability shall not invalidate the remaining provisions hereof; nor shall such prohibition or unenforceability in a jurisdiction render any provision invalid or unenforceable in any other jurisdiction.

§7.3 All covenants and agreements contained herein shall be binding upon and inure to the benefit of the Participant, the Department and the Trustee, as well as their successors and assigns. Similarly, any request, notice, direction, consent, waiver or other writing or action taken by the Participant, the Department or the Trustee shall bind their successors and assigns.

§7.4 This Agreement shall be construed and governed in all respects in accordance

with the laws of the Commonwealth of Pennsylvania.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their respective officers or representatives duly authorized and their corporate seals to be hereunto affixed and attested as of the date first written above.

PARTICIPANT:

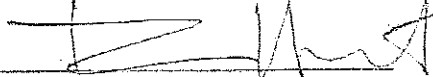
CONSOL Mining Company LLC

By 
Brian A. Engelen

Its Attorney-in-fact

TRUSTEE:

THE CLEAN STREAMS FOUNDATION, INC.

By 

Its Administrator

STATE OF PA,
COUNTY OF Washington, to-wit:

The foregoing instrument was acknowledged before me this 27th day of
June, 2018, by Brian H. Bayden, the
of the Control Mining Company LLC.

My commission expires March 12, 2020.

COMMONWEALTH OF PENNSYLVANIA
NOTARIAL SEAL
JoAnna L. Niecgorski, Notary Public
Cecil Twp., Washington County
My Commission Expires March 12, 2020

[Signature]
Notary Public

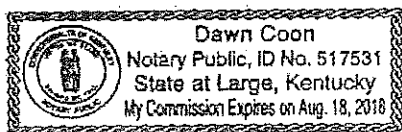
STATE OF PENNSYLVANIA ASSOCIATION OF NOTARIES

COUNTY OF FAYETTE, to-wit:

STATE OF KENTUCKY

The foregoing instrument was acknowledged before me this 27th day of
June, 2018, by Dean Hunt, the
Administrator of the CLEAN STREAMS FOUNDATION, INC.

My commission expires 8.18.18.



[Signature: Dawn Coon]
Notary Public

CONSENT AND ACKNOWLEDGMENT

The Department of Environmental Protection hereby consents to Participant entering into this Participation Agreement pursuant to the Agreement between the Participant and the Department dated July 19, 2018 and acknowledges the Commonwealth of Pennsylvania's and the Department's status as the beneficiary of the Trust and to evidence its consent and acknowledgment of the terms and conditions set forth herein, as well as the powers and authorities granted to the Department hereunder.

BENEFICIARY:

THE DEPARTMENT OF ENVIRONMENTAL PROTECTION
COMMONWEALTH OF PENNSYLVANIA

By Wm. S. Plessie
Its BUREAU DIRECTOR, DISTRICT MINING OPERATIONS

Exhibit G to CO&A

ROBENA SURFACE							
Year	Chemicals	Sludge Removal	Pumping	Operation & Monitoring	Maintenance	Equipment	Total
2013	\$ 23,096.00	\$ -	\$ 25,656.00	\$ 69,300.00	\$ 202,507.00	\$ -	\$ 320,559.00
2014	\$ 21,705.00	\$ 10,470.00	\$ 30,986.00	\$ 88,200.00	\$ 74,232.00	\$ -	\$ 225,593.00
2015	\$ 14,660.00	\$ -	\$ 34,018.00	\$ 75,600.00	\$ 96,511.00	\$ -	\$ 220,789.00
2016	\$ 22,045.00	\$ 30,585.00	\$ 34,619.00	\$ 70,200.00	\$ 82,135.00	\$ -	\$ 239,584.00
2017	\$ 30,189.00	\$ 952.98	\$ 45,008.00	\$ 64,450.00	\$ 124,442.00	\$ -	\$ 265,041.98
5 Year Avg	\$ 22,339.00	\$ 14,002.66	\$ 34,057.40	\$ 73,550.00	\$ 115,965.40	\$ -	\$ 254,313.40

Robena Colvin Plant

Year	Chemicals	Sludge Removal	Pumping	Operation & Monitoring	Maintenance	Equipment	Total
2013	\$ 84,499.00	\$ -	\$ 83,160.00	\$ 37,650.00	\$ 40,884.00	\$ 4,676.00	\$ 250,869.00
2014	\$ 92,520.00	\$ -	\$ 6,424.00	\$ 55,100.00	\$ 124,727.00	\$ -	\$ 278,771.00
2015	\$ 106,282.00	\$ -	\$ 55,956.00	\$ 45,000.00	\$ 37,809.00	\$ 1,315.00	\$ 246,362.00
2016	\$ 71,145.00	\$ -	\$ 95,674.00	\$ 37,793.00	\$ 66,461.00	\$ -	\$ 271,073.00
2017	\$ 26,786.00	\$ -	\$ 63,342.00	\$ 17,892.00	\$ 42,562.00	\$ -	\$ 150,582.00
5 Year Avg	\$ 76,246.40	\$ -	\$ 60,911.20	\$ 38,687.00	\$ 62,488.60	\$ 1,198.20	\$ 239,531.40

Exhibit H to CO&A

Trust Equations

$$PV_{Total} = PV_{ReCap} + PV_{O\&M}$$

$$PV_{ReCap} = \text{Input Directly from AMD Treat}$$

$$PV_{O\&M} = \left[\frac{A}{(R_{eff} - i)} + A \right] * Vol$$

$$PV_{O\&M} = \text{Present Value of O\&M Costs}$$

$$A = \text{Annual Treatment Costs}$$

$$i = \text{Inflation Rate (3.10\%)}$$

$$R_{eff} = 8.51\% \text{ (See Eq Below)}$$

$$Vol = 1.160 \text{ (See Eq Below)}$$

$$R_{eff} = (\text{Rate of Return}_{Stock} * \text{Investment Percentage}_{Stock}) \\ + (\text{Rate of Return}_{Bond} * \text{Investment Percentage}_{Bond}) - \text{Trust Fees}$$

$$\text{Rate of Return}_{Stock} = 11.2\% \text{ (from TGD 563 - 2504 - 450)}$$

$$\text{Rate of Return}_{Bond} = 5.25\% \text{ (from TGD 563 - 2504 - 450)}$$

$$\text{Investment Percentage}_{Stock} = 80\% \text{ (from TGD 563 - 2504 - 450)}$$

$$\text{Investment Percentage}_{bond} = 20\% \text{ (from TGD 563 - 2504 - 450)}$$

$$Vol = 1 + (Vol_{Stock} * \text{Investment Percentage}_{Stock}) + (Vol_{Bond} * \text{Investment Percentage}_{Bond})$$

$$Vol_{Stock} = 20\% \text{ (from TGD 563 - 2504 - 450)}$$

$$Vol_{Bond} = 20\% \text{ (from TGD 563 - 2504 - 450)}$$

$$\text{Investment Percentage}_{Stock} = 80\% \text{ (from TGD 563 - 2504 - 450)}$$

$$\text{Investment Percentage}_{bond} = 20\% \text{ (from TGD 563 - 2504 - 450)}$$

Trust Calculator

Title	Value	Description
Robena Annual Costs	\$ 493,845	Based on the last 5 year average costs from 2013 to 2017.
Robena PV of Recapitalization Costs	\$ 1,243,709	Based on the PV calculation from AMD Treat attached with this form
Stock Bond	80% Taken from TGD 563-2504-450 20% Taken from TGD 563-2504-450	
Stock Rate of Return Bond Rate of Return	11.20% Taken from TGD 563-2504-450 5.25% Taken from TGD 563-2504-450	
Trust Fees Inflation	1.50% Taken from TGD 563-2504-450 3.10% Taken from TGD 563-2504-450	
Effective Rate of Return	8.51% Please see Equation details	
Stock Volatility Bond Volatility Volatility	20% Taken from TGD 563-2504-450 0% Taken from TGD 563-2504-450 1.160 Please see Equation details	
Present Value of Trust	12,405,478	Please see Equation details

TOTAL TREATMENT COSTS FOR ROBENA CRDA PERMIT

Year	Sludge		Operation &				Total
	Chemicals	Removal	Pumping	Monitoring	Maintenance	Equipment	
2013	\$ 107,595.00	\$ -	\$ 108,816.00	\$ 106,950.00	\$ 243,391.00	\$ 4,676.00	\$ 571,428.00
2014	\$ 114,225.00	\$ 10,470.00	\$ 37,410.00	\$ 143,300.00	\$ 198,959.00	\$ -	\$ 504,364.00
2015	\$ 120,942.00	\$ -	\$ 89,974.00	\$ 120,600.00	\$ 134,320.00	\$ 1,315.00	\$ 467,151.00
2016	\$ 93,190.00	\$ 30,585.00	\$ 130,293.00	\$ 107,993.00	\$ 148,596.00	\$ -	\$ 510,657.00
2017	\$ 56,975.00	\$ 952.98	\$ 108,350.00	\$ 82,342.00	\$ 167,004.00	\$ -	\$ 415,623.98
5 Year Avg	\$ 98,585.40	\$ 8,401.60	\$ 94,968.60	\$ 112,237.00	\$ 178,454.00	\$ 1,198.20	\$ 493,844.80

RIGHT OF ENTRY

This Right of Entry entered into this 27th day of June, 2018, by and among CONSOL Mining Company LLC, a Delaware limited liability company ("Grantor") and Clean Streams Foundation, Inc., a Pennsylvania non-profit corporation registered to do business in Pennsylvania ("Trustee").

WHEREAS, Grantor has entered into a certain Post-Mining Discharge Treatment Consent Order and Agreement with the Commonwealth of Pennsylvania, Department of Environmental Protection ("Consent Order and Agreement"), and

WHEREAS, pursuant to the Consent Order and Agreement, Grantor has agreed to provide a means to fund its CMC Robena Discharge Treatment Trust ("Trust"), the purpose of said Trust being the treatment of pollutional discharges originating on Coal Refuse Disposal Permit No. 30733707, and

WHEREAS, Grantor and Trustee agree that a Right of Entry is necessary for Trustee to enter upon the surface of the CMC Sites (as defined below) and carry out the purposes of the Trust in the event Grantor becomes unable or unwilling to meet such obligations;

NOW THEREFORE, in consideration of One Dollar (\$1.00) and the mutual rights and obligations of the parties under the Trust, Grantor hereby grants unto Trustee, its successors and assigns, a Right of Entry to enter upon the surface of the property covered by the Trust upon which the Treatment Systems are located (as defined in the Consent Order and Agreement, the "CMC Sites"), as described in the deed [and associated surface access agreements] in Exhibit C to the Consent Order and Agreement, and any additional real property acquired by Grantor for the operation of the Treatment Systems after the date of this Right of Entry.

Grantor shall serve a copy of the Consent Order and Agreement upon any prospective transferee of the legal and equitable interest in the CMC Sites or any part thereof at least thirty (30) days prior to the contemplated transfer. In the event Grantor transfers its ownership or control of lands contiguous to the CMC Sites, Grantor shall use its best efforts to preserve the Trustee's right to enter said contiguous lands to assure the Trustee's ability to lawfully access the CMC Sites.

WITNESS our hands this 27th day of June, 2018.

Brian A. Bayden
CONSOL MINING COMPANY LLC

By: Brian A. Bayden
Its: Attorney-in-Fact

Dean Hunt
CLEAN STREAMS FOUNDATION,
INC., TRUSTEE

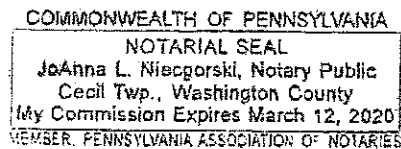
By: Dean Hunt
Its: Administrator

CERTIFICATE OF ACKNOWLEDGMENT

COMMONWEALTH OF PENNSYLVANIA

COUNTY OF WASHINGTON

I, the undersigned, certify that the foregoing Right of Entry was acknowledged before me in my said County and State by Brian A. Beggs, for and on behalf of CONSOL MINING COMPANY LLC, a Delaware limited liability company, to be the act and deed of CONSOL MINING COMPANY LLC and his duly authorized act and deed in his aforesaid capacity, this 27th day of June, 2018.



[Signature]
Notary Public – State at Large

My commission expires: March 12 2020

CERTIFICATE OF ACKNOWLEDGMENT

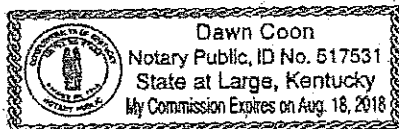
STATE OF KENTUCKY

COUNTY OF FAYETTE

I, the undersigned, certify that the foregoing Right of Entry was acknowledged before me in my said County and State by Dean Hunt, for and on behalf of CLEAN STREAMS FOUNDATION, INC., this 27th day of JUNE, 2018.

[Signature]
Notary Public – State at Large

My commission expires: 8-18-18



IRREVOCABLE OPTION AGREEMENT

This Irrevocable Option Agreement ("Option Agreement") is made and entered into this 27 day of June, 2018, by and between CONSOL Mining Company LLC, a Delaware limited liability company ("CMC"), and Clean Streams Foundation, Inc., a Pennsylvania non-profit corporation registered to do business in Pennsylvania ("Trustee").

WHEREAS, CMC is a party to a certain Post-Mining Discharge Treatment Trust Consent Order and Agreement ("Consent Order and Agreement"), by and between CMC and the Commonwealth of Pennsylvania, Department of Environmental Protection ("Department") and,

WHEREAS, pursuant to the Consent Order and Agreement, CMC agreed to provide a means to fund the CMC Robena Treatment Trust described in the Consent Order and Agreement ("Trust"), and

WHEREAS, the purpose of the Trust is to provide for the treatment of the long-term pollutional discharges originating on Coal Refuse Disposal Permit No. 30733707, and

WHEREAS, CMC has maintained discharge treatment systems and facilities designed to treat these pollutional discharges, and

WHEREAS, CMC holds certain rights and/or title to the equipment, structures and machinery used to treat the discharges for the Treatment Systems (as defined in the Consent Order and Agreement), described in Finding Paragraphs V - X of the Consent Order and Agreement, and

WHEREAS, in the event that CMC enters bankruptcy or will cease to exist, the Trust requires the Trustee to operate the Treatment Systems, and

WHEREAS, in the event that CMC enters bankruptcy or will cease to exist, the Consent Order and Agreement allows the Trustee to take title to certain property which is or which shall become in the future, a part of the Treatment Systems;

NOW THEREFORE, in consideration of the payment of the sum of one dollar (\$1.00) and the mutual covenants and agreements of the parties contained in the Trust and this Option Agreement, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

1. **Option to Purchase:** CMC grants to Trustee the exclusive and irrevocable option ("Option") to purchase for the purchase price of one dollar (\$1.00) all of the equipment, structures and machinery used to treat the discharges in the Treatment Systems and any additional personal property acquired by CMC for the operation of the Treatment Systems after the date of this Option Agreement, provided that this Option may only be exercised in the event that CMC enters bankruptcy or will cease to exist.

2. **Exercise of Option:** Trustee may exercise this Option at any time, provided that CMC has entered bankruptcy or will cease to exist, upon thirty (30) days' notice of its intent to exercise the Option to the last written representative of CMC listed in this Option Agreement. A copy of such notice of intent shall be provided to the Department.

(a) After such notice is provided, CMC shall have thirty (30) days to contest Trustee's notice of intent to exercise the Option. If CMC does not contest such notice, Trustee may exercise the Option.

(b) If after notice is provided, Trustee receives no response regarding its intent to exercise the Option, Trustee shall have the right to exercise the Option.

(c) If CMC contests Trustee's notice of intent to exercise the option within thirty (30) days of receipt of the notice, the parties will attempt to resolve the dispute, through good faith negotiations. If after sixty (60) days of negotiations, the parties are unable to agree whether CMC has entered bankruptcy or will cease to exist, the matter will be submitted to a third party mediator of the parties' choosing for a determination of that disputed issue(s). If the third-party mediator determines that CMC has entered bankruptcy or will cease to exist, Trustee may exercise the option.

3. **Bill of Sale:** Should Trustee properly exercise this Option, a Bill of Sale for all property purchased pursuant to this Option Agreement shall be granted to Trustee.

4. **Termination:** This Option Agreement shall terminate and become null and void concurrently with the release of the Consent Order and Agreement and termination of CMC's participation in the Trust.

5. **Notices:** Any notice, request, instruction or other document required to be given by any party to any other herein shall be in writing and shall be sufficiently given if delivered electronically or sent by registered or certified mail, postage prepaid, to:

To CMC: Brian Bogden
CONSOL Energy Inc.
1000 CONSOL Energy Drive
Canonsburg, PA 15317

With a Copy to: Legal Department
CONSOL Energy Inc.
1000 CONSOL Energy Drive
Canonsburg, PA 15317

To Trustee: Dean K. Hunt, or his successor as Administrator
Clean Streams Foundation, Inc.
746 Westland Drive, Suite 110
Lexington, KY 40504

To the Department: District Mining Manager
Department of Environmental Protection
California District Mining Office
25 Technology Drive
California Technology Park
Coal Center, PA 15423

6. **Successors and Assigns:** This Agreement shall be binding upon the parties

and their respective successors and assigns.

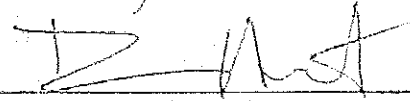
7. **Amendment:** No amendments to this Agreement shall be binding upon either party unless made in writing signed by both parties and approved in writing by the Department.

8. **Counterparts:** This Agreement may be executed in multiple counterparts, each of which shall be deemed an original and all of which shall be considered for all purposes an original document.

IN WITNESS HEREOF, the parties have executed this Option Agreement effective as of the date first written above.


CONSOL MINING COMPANY LLC

By: Brian A. Bordes
Its: Attorney in fact


CLEAN STREAMS FOUNDATION, INC.,
TRUSTEE

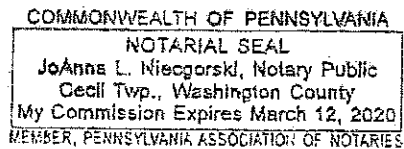
By: Dean Hunt
Its: Administrator

COMMONWEALTH OF PENNSYLVANIA

COUNTY OF WASHINGTON

The foregoing instrument was acknowledged, subscribed and sworn to before me this 27th day of June, 2018, by Brian A. Segden of CONSOL MINING COMPANY LLC, a Delaware limited liability company, for and on behalf of said company.

My commission expires: March 12, 2020



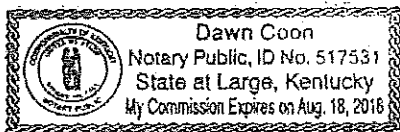
[Signature]
NOTARY PUBLIC

STATE OF KENTUCKY

COUNTY OF FAYETTE

The foregoing instrument was acknowledged, subscribed and sworn to before me this 27th day of June, 2018, by Dawn Hunt of CLEAN STREAMS FOUNDATION, INC., for and on behalf of said company.

My commission expires: 8.18.18.



[Signature]
NOTARY PUBLIC