

AGREEMENT TO PURCHASE

This Agreement to Purchase (this “**Agreement to Purchase**”) is dated October 30, 2019 and is entered into by and between CNX Land, LLC, a Delaware limited liability company (“**Seller**”), and the individual(s) and/or entity(ies) signing as Buyer(s) (“**Buyer**”) on the signature page of this Agreement to Purchase (the “**Signature Page**”).

The following documents are incorporated herein as integral parts hereof and, together with this Agreement to Purchase, are collectively referred to herein as this “**Agreement**”: (a) the Auction Tract Map(s) attached hereto as Exhibit A (“**Exhibit A**”); (b) the bid procedures and auction announcements attached as Exhibit B (“**Exhibit B**”); (c) the form of Limited Warranty Deed attached as Exhibit C (“**Exhibit C**”); and (d) if this purchase includes any of Tracts 26-33, 43, 44, 47-50, 52-58 and 60-65, the form of Assignment and Assumption of Surface Use Agreement attached as Exhibit D (“**Exhibit D**”).

This Agreement is executed in connection with a public auction conducted on this date (the “**Auction**”) by Schrader Real Estate and Auction Company, Inc. (“**Auction Company**”) on behalf of Seller with respect to certain real estate located in Noble County, Ohio and put up for bids in multiple auction tracts, each of which is approximately depicted and identified in Exhibit A by tract number and approximate acres.

Buyer is executing this Agreement as the high bidder at the Auction with respect to the particular auction tract(s) designated by the tract number(s) written on the Signature Page and identified by the same tract number(s) in Exhibit A (the “**Purchased Tracts**”, whether one or more).

NOW, THEREFORE, it is hereby agreed:

1. **Subject of Agreement; Property.** In accordance with and subject to the terms of this Agreement, Buyer agrees to purchase from Seller and Seller (upon execution and delivery of Seller’s acceptance) agrees to sell to Buyer the surface rights with respect to the land comprising the Purchased Tracts, together with all buildings, improvements and permanent fixtures, *if any*, presently existing on said land, subject to the Permitted Exceptions as defined below (the “**Property**”); *provided, however*, notwithstanding the foregoing definition or any other provision, the “**Property**” to be acquired by Buyer pursuant to this Agreement does not include any Minerals (as defined below), any existing improvements, fixtures and/or facilities which are used in connection with the operation of any Minerals and/or which constitute public roads or public utilities, or any other item or property interest that is specifically excluded according to the express terms of this Agreement. This Agreement applies only to the Purchased Tracts designated on the Signature Page of this Agreement. Any provision of this Agreement that pertains to a specific auction tract that is not one of the Purchased Tracts shall not apply except to the extent that such provision affects one or more of the Purchased Tracts and/or the sale and/or conveyance thereof pursuant to this Agreement.
2. **Minerals Excluded.** All Minerals are excluded from the sale of the Property and will be excluded from the conveyance of the Property to Buyer pursuant to this Agreement. Any Minerals that may be owned by Seller shall be retained and reserved by Seller. “**Minerals**” refers to any and all oil, gas, coal and other minerals under the surface of (and/or that may be produced from) the land comprising the Purchased Tracts and all rights appurtenant thereto, including all rights to use and occupy the surface of the land to the extent necessary, convenient or incidental to the possession, enjoyment, exploration, development, operation, maintenance, transportation, or production of the Minerals. As noted above, the Limited Warranty Deed attached as Exhibit C fully outlines the rights excepted and reserved to the Seller.
3. **Purchase Price; 7% Buyer’s Premium.** The purchase price for the Property (the “**Purchase Price**”) consists of the amount in U.S. Dollars which is written as the purchase price on the Signature Page, being the amount of Buyer’s high bid for the Purchased Tracts plus a Buyer’s Premium equal to seven percent (7.0%) of the bid amount; *provided, however*, at Closing, the Purchase Price shall be adjusted proportionately to reflect any difference between the estimated acres shown in Exhibit A for the Purchased Tracts and the gross acres shown in the Final Survey obtained in accordance with Section 7 below. Prior to the Closing, Buyer shall deliver Good Funds to the Closing Agent in the amount of the Purchase Price, plus expenses charged to Buyer as provided in this Agreement, less applied Earnest Money and any other credits due Buyer as provided in this Agreement. “**Good Funds**” means immediately available funds delivered by certified check or money order made payable to the Closing Agent or by confirmed wire transfer to an account designated by the Closing Agent.
4. **Earnest Money.** Concurrently with Buyer’s execution of this Agreement, Buyer shall deliver an earnest money deposit (the “**Earnest Money**”) payable to Steptoe & Johnson PLLC in an amount equal to at least ten percent (10%) of the Purchase Price, to be held in escrow and applied to the Purchase Price at Closing.
5. “**Escrow Agent**” and “**Closing Agent**”. “**Escrow Agent**” refers to the agent holding the Earnest Money pursuant to the mutual agreement of Seller and Buyer. “**Closing Agent**” refers to the agent administering the Closing

pursuant to the mutual agreement of Seller and Buyer. Seller and Buyer hereby agree that Seller's attorneys, Steptoe & Johnson PLLC, shall serve as the Escrow Agent and Closing Agent for purposes of this Agreement, unless otherwise agreed by the Parties.

6. **Conveyance Requirements.** Buyer's obligation to purchase and acquire the Property at Closing is contingent upon the satisfaction of the following requirements (collectively, the "**Conveyance Requirements**"): (a) that Buyer has received the Updated Title Evidence in accordance with the provisions of this Agreement confirming that that Seller is able to convey fee simple title to the Property, free and clear of any lien (except any lien for current, non-delinquent property taxes and/or assessments) and free and clear of any other material encumbrance that does not constitute a Permitted Exception; and (b) that Seller is able to deliver possession of the Property in accordance with the provisions of this Agreement, subject to the Permitted Exceptions. For purposes of this Agreement, the title to the Property shall be accepted and deemed marketable if Seller is able to convey the Property in conformance with the Conveyance Requirements. If Seller is unable to convey the Property in conformance with the Conveyance Requirements: (i) such inability shall constitute a failure of said condition, but not a Seller default; and (ii) either party may terminate this Agreement prior to Closing by written notice to the other; *provided, however*, prior to any such termination by Buyer, Buyer must give Seller sufficient written notice of the nonconformity to enable Seller to cure such nonconformity and Seller shall have the right to extend the time for Closing, in order to cure such nonconformity, for a period of up to 30 days from the later of the effective date of such notice or the targeted closing date stated in Section 16 below. In the event of termination by either party pursuant to this Section, Buyer shall be entitled to the return of the Earnest Money as Buyer's sole and exclusive remedy.

7. **Survey.** Preliminary survey drawings have been prepared prior to the Auction and have been made available for review by prospective bidders prior to and during the Auction. A final post-Auction survey of the Property shall be obtained prior to Closing in accordance with the provisions of this Agreement ("**Final Survey**"). The Final Survey shall be ordered by Seller and shall be sufficient for the purpose of recording the conveyance, but the type of survey shall otherwise be determined solely by the Seller. The pre-Auction survey costs (to the extent allocated to the Property) and the cost of the Final Survey shall be shared equally (50:50) by Seller and Buyer. If the Property consists of or includes adjacent tracts purchased in combination, the Final Survey will show the perimeter only and will not show interior tract boundaries.

8. **Preliminary Title Evidence.** Buyer acknowledges that: (a) preliminary certificates of title have been prepared by Kincaid, Taylor & Geyer for the Purchased Tracts (the "**Preliminary Title Evidence**"); (b) the Preliminary Title Evidence has been made available for review by prospective bidders prior to the Auction via download from the auction website; and (c) printed copies of the Preliminary Title Evidence were made available for review by prospective bidders at the Auction site prior to and during bidding.

9. **Updated Title Evidence.** Prior to Closing, Seller shall furnish updated title evidence for the Property dated after the date of this Agreement and consisting of a title insurance commitment in Buyer's name (the "**Updated Title Evidence**"). Buyer's obligation to acquire the Property at Closing is subject to the condition that the Updated Title Evidence discloses and/or commits to insure marketable title to the Property subject to the Permitted Exceptions; *provided, however*, Buyer agrees to accept the Updated Title Evidence notwithstanding: (a) standard exceptions, conditions and requirements; (b) any exception, condition or requirement that Seller intends to satisfy and/or remove (and is in fact satisfied and/or removed) at the time of or prior to Closing; and/or (c) any matter listed, described or revealed in the Updated Title Evidence that constitutes a Permitted Exception. Seller shall pay for the Preliminary Title Evidence and any additional charge for preparing the Updated Title Evidence.

10. **Title Insurance; Additional Title Evidence (at Buyer's Expense).** Seller is not required to furnish title insurance. If Buyer and/or Buyer's lender elect(s) to purchase owner's and/or lender's title insurance and/or to obtain any title evidence, opinion, commitment, insurance or endorsement other than or in addition to the Preliminary Title Evidence and Updated Title Evidence furnished by Seller ("**Additional Title Evidence**"): (a) all costs of the Additional Title Evidence shall be charged to Buyer, including any title insurance premiums and the cost of any extended or special coverage, lender's coverage and/or title insurance endorsements; (b) Buyer shall be solely responsible for obtaining any Additional Title Evidence (including any desired commitment and/or endorsement) in a timely manner without delaying the Closing; and (c) prior to Closing, Seller shall reasonably cooperate with respect to the satisfaction of any title insurance requirements that are reasonable and customary and that are not inconsistent with the terms of this Agreement; *provided, however*, (i) Seller shall have no obligation with respect to any matter that constitutes a Permitted Exception; (ii) the Closing shall not be delayed for the delivery of any Additional Title Evidence; and (iii) Buyer's obligation to acquire the Property at Closing shall not be contingent upon the delivery of any Additional Title Evidence or the satisfaction of any special title or title insurance requirements of Buyer or Buyer's lender or any other condition except the condition that Seller is able to convey title in accordance with the Conveyance Requirements as provided in this Agreement.

11. **Permitted Exceptions.** As between Buyer and Seller, Buyer agrees to accept title, possession, the deed, the Updated Title Evidence, any title insurance and any survey subject to and notwithstanding the following matters (each a “**Permitted Exception**” and collectively the “**Permitted Exceptions**”): (a) existing roads, public utilities and drains; (b) visible and/or apparent uses and easements; (c) existing pipelines, whether or not visible or apparent and whether or not appearing of record; (d) rights and/or claims relating to or arising from any variation between a deeded boundary line and a fence line, field line, ditch line, or other visible occupancy or occupancy line; (e) any lien for current, non-delinquent Taxes; (f) local ordinances and zoning laws; (g) any outstanding reservations, severances and/or other rights with respect to Minerals; (h) any active oil and gas lease (and any title exception for any inactive but unreleased oil and gas lease appearing of record); (i) any rights to use the surface of the land as are incidental to the ownership of severed Minerals by Seller or any other third party, according to applicable law, any instrument of record and/or, if applicable, the Surface Use Agreement described in Exhibit D; (j) any matter disclosed in this Agreement (including Exhibit B and, if applicable, Exhibit D); and (k) easements, conditions, restrictions, reservations and/or other matters (except liens, if any) appearing of record and/or disclosed, identified or listed as exceptions in the Preliminary Title Evidence.

12. **Delivery of Title.** Seller shall furnish at Seller’s expense, and shall execute and deliver at Closing, a Limited Warranty Deed conveying the Property to Buyer subject to the Permitted Exceptions. The Limited Warranty Deed shall be substantially in the form of Exhibit C.

13. **Delivery of Possession.** Possession of the Property shall be delivered to Buyer effective upon completion of the Closing, subject to the Permitted Exceptions.

14. **Assumption of Surface Use Agreement.** This Section applies if and only if this purchase includes one or more of the following auction tracts: 26-33, 43, 44, 47-50, 52-58 and 60-65. If this Section applies: (a) Buyer shall take title and possession subject to the rights of B & N Coal, Inc. under that certain Surface Use Agreement dated August 13, 2015, between CNX RCPC LLC, a Delaware limited liability company, and CONSOL Mining Company LLC, a Delaware limited liability company, as Grantors, and B & N Coal, Inc., as Grantee (“**Surface Use Agreement**”), as to which Seller is the successor to CONSOL Mining Company LLC; (b) all rights and obligations of the owner of the surface of the land under the Surface Use Agreement shall be assigned to and assumed by Buyer pursuant to an instrument of assignment and assumption to be executed and delivered at Closing in substantially the form of Exhibit D; and (c) such assignment and assumption shall be effective upon completion of the Closing, without any warranty or representation of any kind as to the existence, status, quality or character of any particular rights and/or obligations; *provided, however:* (i) the obligations thus assumed by Buyer shall not include any liability arising from any pre-Closing breach, default or non-performance of any obligation; and (ii) the assignment and assumption shall be effective only to the extent that such rights and obligations pertain and/or are attributable to the Property conveyed to Buyer at Closing.

15. **Conditions to Closing.** Buyer’s obligation to purchase and acquire the Property is not contingent upon any post-Auction inspection or evaluation of the Property or upon Buyer’s ability to obtain any loan or permit. Buyer’s obligation to purchase and acquire the Property at Closing is not contingent upon the satisfaction of any condition except: (a) the performance (or tender of performance) of all covenants and obligations which are to be performed by Seller at the time of or prior to Closing according to the express terms of this Agreement; and (b) any condition or requirement the satisfaction of which is made a condition precedent in favor of Buyer according to the express terms of this Agreement (including the condition that Seller is able to convey the Property in conformance with the Conveyance Requirements).

16. **Closing.** The “**Closing**” refers to the final delivery and exchange of documents and funds in connection with the consummation of the sale and purchase of the Property in accordance with the terms of this Agreement, including the delivery of title to Buyer and the delivery of the Purchase Price to Seller. Subject to the terms and conditions of this Agreement, the Closing shall occur **on or before December 13, 2019** or as soon as possible after said date upon completion of the Final Survey, the Updated Title Evidence and Seller’s closing documents; *provided, however,* if for any reason the Closing does not occur **on or before December 13, 2019** then, subject only to the satisfaction of the conditions set forth in Section 15 above, Buyer shall be obligated to close on a date specified in a written notice from Seller or Seller’s agent to Buyer or Buyer’s agent which date must be: (a) at least 7 days after the effective date of such notice; and (b) at least 7 days after completion of the Final Survey and the Updated Title Evidence. Unless otherwise mutually agreed in writing, the Closing shall be administered by and through the office of Seller’s attorneys, Steptoe & Johnson PLLC.

17. **Seller’s Expenses.** The following items shall be charged to Seller and paid out of the sale proceeds that would otherwise be delivered to Seller at Closing (if not paid prior to Closing): (a) all costs of releasing existing liens, if any, and recording the releases; (b) one-half of the survey costs, as provided in Section 7 above; (c) the cost of the Preliminary Title Evidence and any additional charge for preparing the Updated Title Evidence; (d) the cost of preparing Seller’s transfer documents, including the deed; (e) the Ohio real estate conveyance fee and any county transfer taxes; (f) any sums due Auction Company in connection with this transaction; (g) any expense stipulated to be

paid by Seller under any other provision of this Agreement; and (h) any expense normally charged to a seller at closing and not specifically charged to Buyer in this Agreement.

18. **Buyer's Expenses.** The following items shall be charged to Buyer and paid out of Good Funds delivered by Buyer to the Closing Agent prior to Closing: (a) any expense paid at Closing in connection with a loan obtained by Buyer, including any loan commitment fees, document preparation fees, recording fees, mortgage tax, lender's title examination fees and/or lender's title insurance; (b) one-half of the survey costs, as provided in Section 7 above; (c) if Buyer and/or Buyer's lender elect(s) to purchase owner's and/or lender's title insurance, all costs of issuing any title insurance policy(ies), including title insurance premiums and the cost of any extended or special coverage, lender's coverage and/or title insurance endorsements; (d) any expense stipulated to be paid by Buyer under any other provision of this Agreement; (e) the County Recorder's recording fee; and (f) any other expense that is not allocated to Seller according to the terms of this Agreement.

19. **Taxes and Assessments.** General ad valorem property taxes that are or will be assessed against any tax parcel that includes any part of the Property and that are or will be assessed for and attributed to the calendar year in which the Closing occurs and any prior year to the extent unpaid as of the time of Closing ("Taxes") shall be allocated as follows: (a) Seller shall pay all Taxes for any period prior to the calendar year in which the Closing occurs; and (b) Taxes for the calendar year in which the Closing occurs, to the extent attributed to the Property, shall be prorated on a calendar year basis to the date of Closing; *provided, however*, for purposes of this Section, the total amount of any Taxes that are not ascertainable and payable at the time of Closing shall be estimated based on 100% of the amount last billed for a calendar year ("Estimated Taxes"). At the time of Closing: (i) Seller's share (and Buyer's share, if applicable) of any unpaid Taxes that are ascertainable and payable shall be collected by the Closing Agent and delivered directly to the appropriate tax collection office; and (ii) Seller's share of any Estimated Taxes, to the extent attributed to the Property, shall be paid via credit against the sums due from Buyer at Closing; *provided, however*, if this sale involves a tax parcel split then Seller may elect (in lieu of a credit to Buyer at Closing) to have the Closing Agent collect from Buyer and Seller at Closing their respective shares of the Estimated Taxes, to be either held in escrow and applied towards payment of the Taxes billed after Closing or paid directly to the appropriate tax collection office as an estimated prepayment. In any event, Buyer shall then pay all Taxes billed after Closing (to the extent attributed to the Property and to the extent not paid via escrow or direct prepayment as provided above), and any shortage or surplus with respect to the estimated amount credited or paid by Seller at Closing shall be paid or retained by or refunded to Buyer (to the extent attributed to the Property). Special assessments, if any, that are assessed against any tax parcel that includes any part of the Property ("Assessments") shall be paid directly to the appropriate tax collection office out of Seller's proceeds at Closing to the extent they are unpaid and last payable without a penalty on or before the date of Closing. Buyer shall assume and pay all subsequent Assessments to the extent attributed to the Property. If this sale involves a tax parcel split, the extent to which any Taxes and/or Assessments are attributed to the Property shall be based on a split calculation provided by the appropriate property tax official or based on an estimated split calculation using available assessment data. If the billing of any Taxes and/or Assessments after Closing includes portions attributed to the Property and other real estate, Buyer shall cooperate with the owner(s) of such other real estate to facilitate timely payment of the balance due and Buyer shall pay the portion attributed to the Property.

20. **Risk of Loss.** Risk of loss of the Property will remain upon Seller until Closing. In the event of damage by casualty to or a condemnation of any of the Property prior to Closing, Seller will have the sole and exclusive option to: (i) terminate the Agreement and instruct Escrow Agent to return the Deposit to Buyer within five (5) days of said termination, whereupon the parties will be relieved of all obligations in this Agreement or (ii) proceed with this Agreement in which case Buyer shall pay the Purchase Price for the Property less Seller's insurance deductible, and Seller will assign to Buyer all insurance or condemnation proceeds to which Seller may be entitled, if any, as the case may be. To exercise the option in (i) or (ii), Seller will give notice to Buyer before Closing.

21. **Condition and Suitability of Property; AS IS; No Warranties.** Buyer is responsible for having completed (prior to the Auction) Buyer's inspections and investigations with respect to the condition and/or suitability of the Property. Buyer acknowledges (and represents to Seller) that Buyer has either completed all such inspections and investigations or has knowingly and willingly elected to purchase the Property without having completed such inspections and investigations. In either case, Buyer assumes all risks and agrees to purchase and acquire the Property in "AS IS" condition. Buyer acknowledges that Seller has not agreed to perform any work on or about the Property, before or after Closing, as a condition of this Agreement. Seller shall have no obligation or responsibility before or after Closing with respect to (and Buyer's obligations under this Agreement are not contingent upon obtaining) any permit or approval that Buyer may need in connection with any prospective use, improvement or development of the Property.

THE PROPERTY IS SOLD "AS IS". ANY AND ALL WARRANTIES, EXPRESS OR IMPLIED, REGARDING THE CONDITION AND/OR SUITABILITY OF THE PROPERTY, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE, ARE HEREBY

DISCLAIMED. IN NO EVENT SHALL SELLER OR AUCTION COMPANY OR ANY OF THEIR RESPECTIVE REPRESENTATIVES AND AGENTS BE LIABLE FOR CONSEQUENTIAL DAMAGES.

Without limiting the foregoing provisions, Seller, Auction Company and their respective agents and representatives disclaim any representation or warranty with regard to acreages, zoning matters, environmental matters, water rights, location or availability of utilities, availability of building, water or other permits, whether or not the Property is qualified or suitable for any particular use or purpose and/or the accuracy of any third party reports or materials provided in connection with this Agreement and/or the marketing of the Property and/or the Auction.

22. **Remedies; Buyer Default.** The term “**Buyer Default**” refers to nonpayment of the Earnest Money in accordance with the provisions of this Agreement (including nonpayment or dishonor of any check delivered for the Earnest Money) and/or the failure of this transaction to close due to nonperformance, breach and/or default with respect to the Buyer’s obligation(s) under this Agreement. In the event of a Buyer Default, the following provisions shall apply:

(a) Seller shall have the right to demand and recover liquidated damages in an amount equal to ten percent (10%) of the Purchase Price. Upon Seller’s demand and receipt of such liquidated damages, this Agreement shall be completely terminated in all respects. Buyer acknowledges and agrees that, in the event of a Buyer Default, it would be impractical and extremely difficult to calculate the damages which Seller may suffer and that the liquidated damages amount provided above is a reasonable estimate of the total net economic detriment that Seller would suffer due to a Buyer Default. Without limiting the foregoing provisions, the parties agree that the liquidated damages amount provided above is reasonable due to the nature of a sale by public auction in general and this sale in particular. If this liquidated damages provision is adjudicated as unenforceable, all other remedies shall be available to Seller, in equity or at law, including the right to recover actual damages, plus attorney fees.

(b) The Earnest Money shall be applied towards any sums that Seller is entitled to recover from Buyer and, upon Seller’s demand, Buyer shall execute and deliver to the Escrow Agent an instrument authorizing the payment of such funds to Seller up to the amount due Seller. If Buyer fails to execute and deliver such authorization, the funds shall remain in escrow until properly adjudicated and Seller shall have the right to recover from Buyer, in addition to any other recovery, all expenses, including reasonable attorney fees, incurred by Seller in seeking to enforce any right or remedy.

(c) Without limiting the foregoing provisions, Seller’s remedies in the event of a Buyer Default shall include the right to terminate Buyer’s right to acquire the Property under this Agreement (without prejudice to Seller’s right to recover damages, including liquidated damages as provided above) by giving notice of such termination to Buyer. Any such termination shall be effective as of a date specified in a notice of termination from Seller to Buyer (but not earlier than the effective date of the notice). At any time after the effective date of such termination, Seller shall have the absolute and unconditional right to sell the Property free and clear of any right or claim of Buyer whatsoever.

23. **Remedies; Seller Default.** The term “**Seller Default**” refers to the failure of this transaction to close due to nonperformance, breach and/or default with respect to the Seller’s obligation(s) under this Agreement; *provided, however*, if Seller is unable to convey the Property in accordance with the Conveyance Requirements, such inability shall constitute a failure of a condition under Section 6 above, and not a Seller Default. In the event of a Seller Default: (a) Buyer shall have the right to demand and receive a full refund of the Earnest Money; and (b) upon such demand and Buyer’s receipt of the Earnest Money, this Agreement shall be completely terminated in all respects at such time.

24. **Remedies; General.** If this transaction fails to close then, notwithstanding any other provision, Escrow Agent is authorized to hold the Earnest Money until it receives either: (a) written disbursement instructions signed by Buyer and Seller; (b) a written release signed by one party authorizing disbursement to the other party; or (c) a final court order specifying the manner in which the Earnest Money is to be disbursed. In the event of a lawsuit between the parties seeking any remedy or relief in connection with this Agreement and/or the Property, the prevailing party in such lawsuit shall be entitled to recover its reasonable attorneys’ fees and expenses. **TO THE FULL EXTENT PERMITTED BY LAW, BUYER AND SELLER WAIVE ANY RIGHT TO A TRIAL BY JURY OF ANY ISSUE TRIABLE BY A JURY (TO THE EXTENT THAT SUCH RIGHT NOW OR HEREAFTER EXISTS) WITH REGARD TO THIS AGREEMENT AND/OR THE PURCHASE OF THE PROPERTY AND/OR ANY CLAIM, COUNTERCLAIM, THIRD PARTY CLAIM OR OTHER ACTION ARISING IN CONNECTION THEREWITH.**

25. **1031 Exchange.** Each party shall reasonably cooperate if another party intends to structure the transfer or acquisition of all or part of the Property as part of an exchange under §1031 of the Internal Revenue Code (“**Exchange**”). The rights of a party may be assigned to a qualified intermediary or exchange accommodation titleholder for purposes of an Exchange, but the assignor shall not be released from any obligation under this Agreement. No party shall be required to acquire title to any other property, assume any additional liabilities or obligations or incur any additional expense as a result of another party’s Exchange.

26. **Notices.** A notice given to a party under this Agreement shall be in writing and sent by overnight delivery via USPS, FedEx or UPS to the party's notification address as provided below. In addition, if email address(es) is/are provided with a party's notification address in this Agreement, a legible PDF copy of any notice to such party shall be sent to the email address(es) provided. A notice shall be effective as of the first business day after the notice has been sent in accordance with this Section. Subject to each party's right to change its notification address (by giving notice of such change to all other parties), the parties' notification addresses are as follows:

If to Seller: Attn: Angela Kunkel, CNX Center, 1000 CONSOL Energy Dr., Canonsburg, PA 15317
With PDF copies via email to: AngelaKunkel@cnx.com
Timothy.McKeen@steptoe-johnson.com
RD@schraderauction.com

If to Buyer: The Buyer's mailing address (and email address, if any) provided on the Signature Page.

27. **Agency; Sales Fee.** Auction Company and its agents and representatives are acting solely on behalf of, and exclusively as agents for, the Seller. The commission due Auction Company shall be paid by Seller pursuant to a separate agreement. Buyer shall indemnify and hold harmless Seller and Auction Company from and against any claim of any broker or other person who is or claims to be entitled to any commission, fee or other compensation relating to the sale of the Property as a result of Buyer's dealings with such other broker or person.

28. **Execution Authority.** With respect to any limited liability company, corporation, partnership, trust, estate or any other entity other than an individual or group of individuals ("**Entity**") identified on the Signature Page as a party to this Agreement (or as a partner, member, manager or fiduciary signing on behalf of a party to this Agreement), such Entity and each individual and/or Entity purporting to sign this Agreement on behalf of such Entity jointly and severally promise, represent and warrant that: (a) such Entity has full power and authority to execute this Agreement; (b) all action has been taken and all approvals and consents have been obtained which may be required to properly authorize the execution of this Agreement on behalf of such Entity; (c) the individual(s) purporting to sign this Agreement on behalf of such Entity has/have full power and authority to execute this Agreement on behalf of (and as the binding act of) such Entity; and (d) this Agreement has been properly executed on behalf of (and as the binding act of) such Entity.

29. **Successors and Assigns.** The terms and provisions of this Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns; *provided, however*, that no assignment by Buyer (other than an assignment to a qualified intermediary or accommodation titleholder in connection with an Exchange) shall be valid unless approved in writing by Seller and, in any case, Buyer shall not be released from Buyer's obligations by reason of any assignment but shall absolutely and unconditionally guaranty payment and performance by the assignee.

30. **Miscellaneous Provisions.** The meaning ascribed to a particular capitalized term where it appears in this Agreement with quotation marks shall apply to such capitalized term as it is used throughout this Agreement. As used throughout this Agreement, the word "including" shall be construed as "including but not limited to". Time is of the essence of this Agreement. All provisions of this Agreement shall survive the Closing unless and except as otherwise provided or required by the express terms of this Agreement. This Agreement contains the entire agreement of the parties and supersedes any statement, promise or representation made or purportedly made prior to this Agreement by either party and/or their respective agents. Neither party is relying upon any statement or promise that is not set forth in this Agreement. Neither party shall be bound by any purported oral modification or waiver. This Agreement to Purchase and Exhibit B shall be read and construed together as a harmonious whole. This Agreement may be executed in multiple counterparts, all of which together shall constitute one and the same instrument. For purposes of the execution of this Agreement, the transmission of a signed counterpart via email or fax shall have the same effect as if the original signature had been delivered to the recipient(s) of such email or fax.

31. **Offer and Acceptance; Acceptance Deadline.** Buyer's high bid constitutes an offer to purchase the Property in accordance with the terms of this Agreement which, if accepted by Seller, as evidenced by Seller's execution and delivery of this Agreement, shall constitute the binding agreement of the parties. This offer shall be deemed automatically withdrawn (and the Earnest Money shall be returned to Buyer) if this offer is not accepted by Seller on or before 11:59 p.m. (Eastern Time) on October 30, 2019. Delivery of the Signature Page with Seller's signature(s) (including delivery via fax or email) to Buyer and/or an agent or representative of Buyer within the time specified in this Section shall be sufficient to show acceptance by Seller.

[The remainder of this Agreement to Purchase is contained in the immediately-following Signature Page.]

[Signature Page]

IN WITNESS WHEREOF, the parties have designated the particular auction tract(s) purchased by Buyer and the amount of the Purchase Price and Earnest Money for purposes of this Agreement as follows:

Tract(s) _____ comprising _____ (±) acres, more or less, as approximately depicted and identified by reference to the same tract number(s) in the attached **Exhibit A**, being one or more of the tracts in Noble County, Ohio put up for bids at the Auction conducted on this date, and being the Purchased Tracts for purpose of this Agreement.

Bid Amount: \$ _____

7% Buyer's Premium: \$ _____

Purchase Price: \$ _____

Earnest Money: \$ _____ (pay to "Steptoe & Johnson PLLC")

SIGNATURE OF BUYER: This Agreement is executed and delivered by the undersigned, constituting the "Buyer" for purposes of this Agreement, on this 30th day of October, 2019:

Printed Name(s) of Buyer(s) (Print the full legal name of any Buyer-Entity, the type of entity and the State of incorporation / organization.)

Signature(s) of Buyer(s) and/or individual(s) signing on behalf of any Buyer-Entity

 Printed Name(s) and Office/Capacity of individual(s) signing on behalf of a Buyer-Entity (if applicable)

 (Buyer's Address) (City, State, Zip)

 (Buyer's Telephone Number) (Buyer's Email Address)

 (Buyer's Lender, if any)

ACCEPTED BY SELLER on the 30th day of October, 2019:

CNX Land, LLC, a Delaware limited liability company,
 By its duly-authorized officer(s) or agent(s):

Sign: _____

Print: _____

Office / Capacity: _____

RECEIPT OF EARNEST MONEY: The Earnest Money in the amount written above has been received by the undersigned on the date indicated below, to be held in escrow pursuant to the terms of the foregoing Agreement.

Steptoe & Johnson PLLC

Date Received: _____

By: _____

Print: _____

EXHIBIT A

Buyer(s): _____

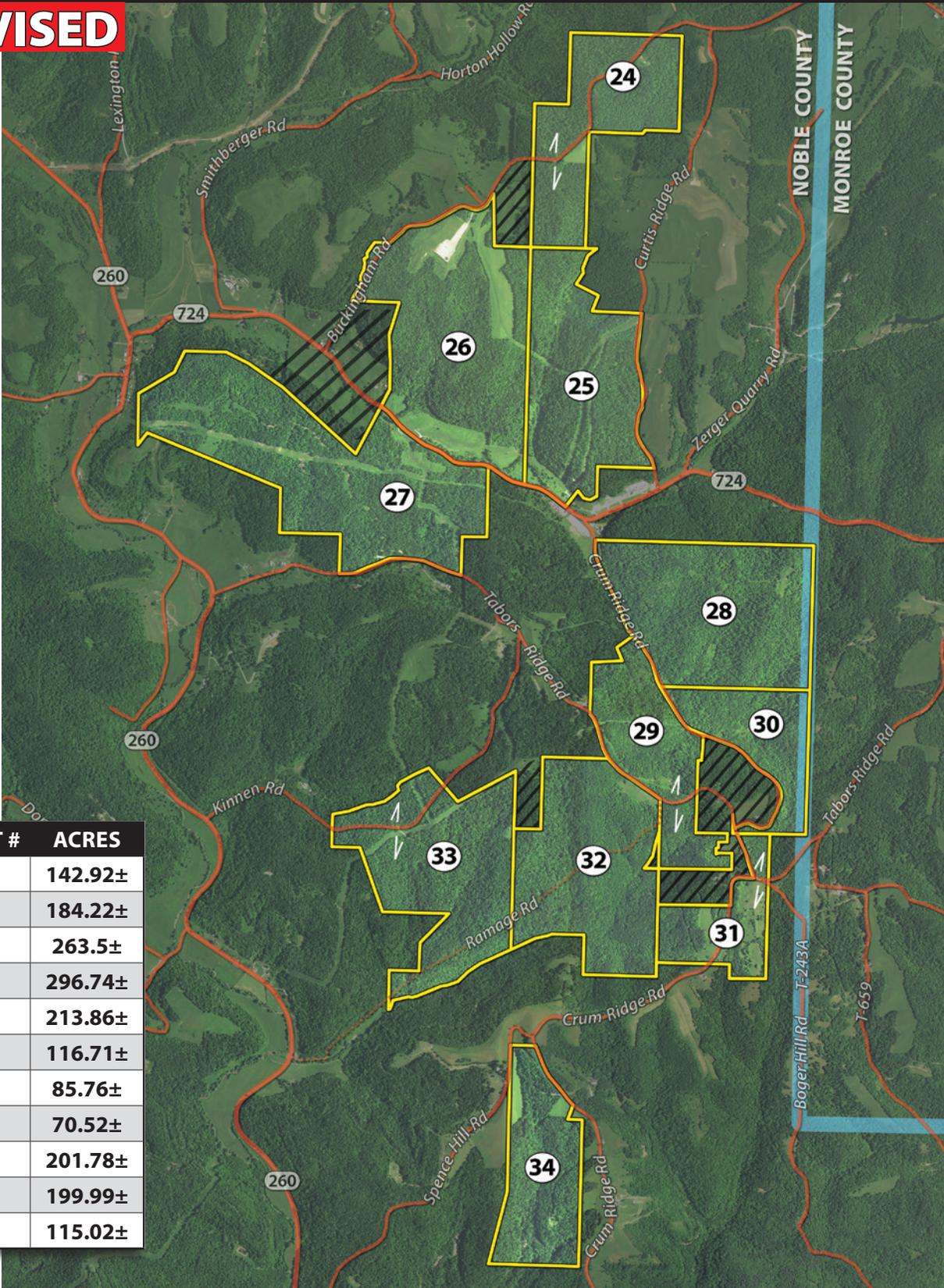
Auction Tract Map (Tracts 24 - 34)

Seller: _____

Approximate depiction of auction tracts in Noble County, Ohio

Auction Date: October 30, 2019

REVISED



| TRACT # | ACRES |
|---------|---------|
| 24 | 142.92± |
| 25 | 184.22± |
| 26 | 263.5± |
| 27 | 296.74± |
| 28 | 213.86± |
| 29 | 116.71± |
| 30 | 85.76± |
| 31 | 70.52± |
| 32 | 201.78± |
| 33 | 199.99± |
| 34 | 115.02± |

Boundary lines and acreages shown in this Exhibit A are approximations provided for identification and illustration purposes only. They are not provided or intended as survey products or as authoritative representations of property boundaries and/or acreages. This Exhibit A represents an update to the marketing materials and reflects adjustments made to the approximate depiction of some of the boundary lines based on preliminary survey drawings, although there may be differences between this Exhibit A and the preliminary survey drawings.

The definitive boundaries of each purchased tract or combination will be established by the final, post-auction survey.

EXHIBIT A

Auction Tract Map (Tracts 35 - 65)

Buyer: _____

Seller: _____

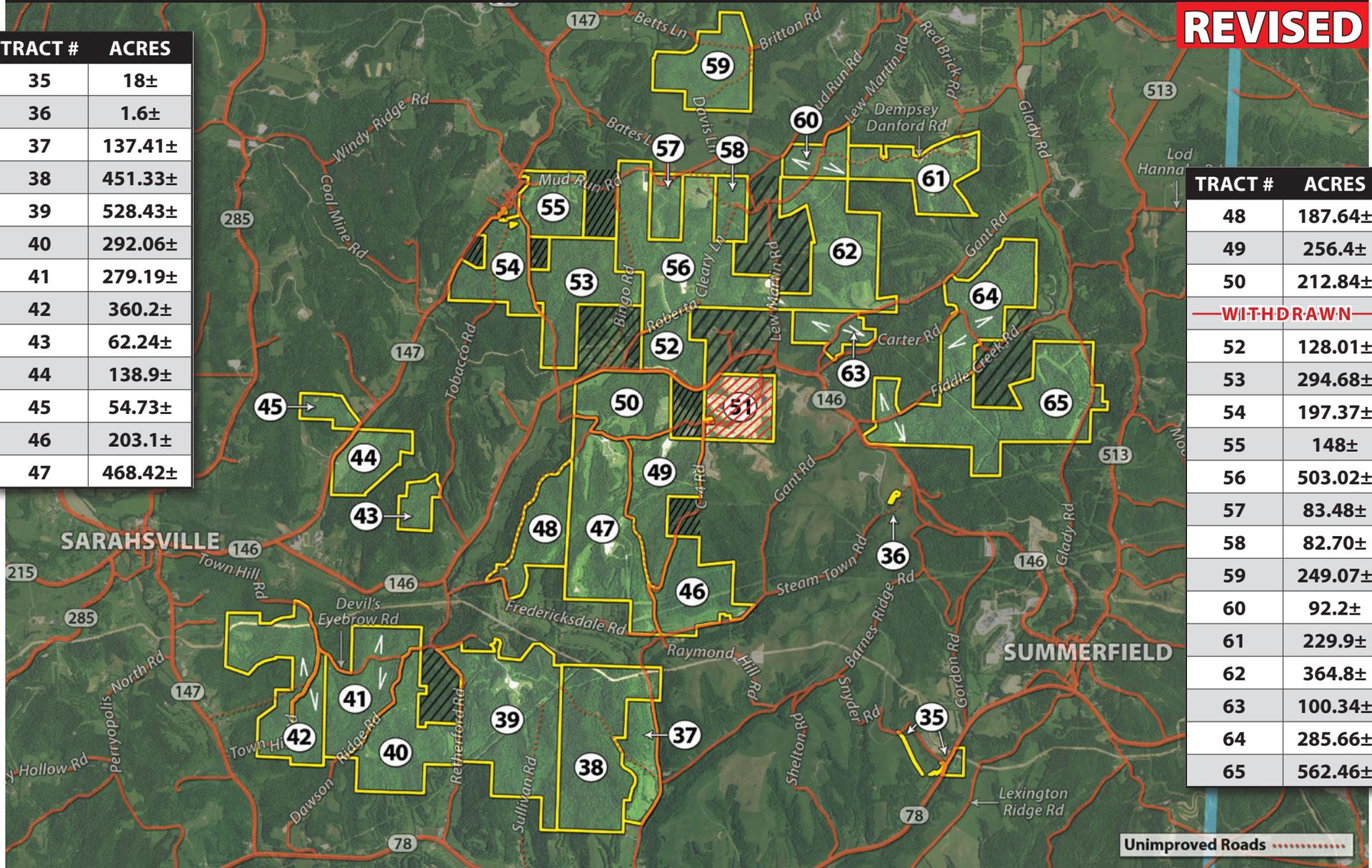
Approximate depiction of auction tracts in Noble County, Ohio

Auction Date: October 30, 2019

REVISED

| TRACT # | ACRES |
|---------|---------|
| 35 | 18± |
| 36 | 1.6± |
| 37 | 137.41± |
| 38 | 451.33± |
| 39 | 528.43± |
| 40 | 292.06± |
| 41 | 279.19± |
| 42 | 360.2± |
| 43 | 62.24± |
| 44 | 138.9± |
| 45 | 54.73± |
| 46 | 203.1± |
| 47 | 468.42± |

| TRACT # | ACRES |
|----------------------|---------|
| 48 | 187.64± |
| 49 | 256.4± |
| 50 | 212.84± |
| WITHDRAWN | |
| 52 | 128.01± |
| 53 | 294.68± |
| 54 | 197.37± |
| 55 | 148± |
| 56 | 503.02± |
| 57 | 83.48± |
| 58 | 82.70± |
| 59 | 249.07± |
| 60 | 92.2± |
| 61 | 229.9± |
| 62 | 364.8± |
| 63 | 100.34± |
| 64 | 285.66± |
| 65 | 562.46± |



Boundary lines and acreages shown in this Exhibit A are approximations provided for identification and illustration purposes only. They are not provided or intended as survey products or as authoritative representations of property boundaries and/or acreages. This Exhibit A represents an update to the marketing materials and reflects adjustments made to the approximate depiction of some of the boundary lines based on preliminary survey drawings, although there may be differences between this Exhibit A and the preliminary survey drawings.

The definitive boundaries of each purchased tract or combination will be established by the final, post-auction survey.

We have read this Exhibit B and agree to these auction conditions.

Buyer(s): _____

Seller: _____

EXHIBIT B

SCHRADER REAL ESTATE AND AUCTION COMPANY, INC.

Auction Marketing Specialists Nationwide

Date: October 30, 2019

Owner: CNX Land, LLC

SCHRADER REAL ESTATE AND AUCTION COMPANY, INC. welcomes you to bid YOUR price on the real estate offered at this auction.

PART A - BIDDING PROCEDURES TO KEEP IN MIND:

1. All bidding is open to the public. You will need to raise your hand or call out your bid as the auctioneer asks for bids. It is easy! Don't be bashful! This is a one-time opportunity. Watch the auctioneer and his bid assistants. They will take your bid and will assist you with any questions.
2. Revised auction tract maps are included in your Bidder's Packet as **Exhibit A**. Prior versions of the auction tract maps included Tracts 1 and 51, both of which have been withdrawn from the auction.
3. You may bid on any tract or combination of tracts or the entire property. Bidding will remain open on individual tracts and combinations until the close of the auction.
4. Bidding will be on a lump sum basis. Minimum bids are at the discretion of the auctioneer.
5. Your bidding is not conditional upon financing, so be sure you have arranged financing, if needed, and are capable of paying cash at closing.
6. The Seller's authorized representatives are present and we anticipate that the top bid(s) at the close of the auction will be accepted. The final bid(s), however, are subject to the Seller's acceptance or rejection.

PART B - TERMS OF SALE OUTLINED:

7. A Buyer's Premium equal to 7% of the high bid amount will be charged to each Buyer and added to the bid amount to arrive at the purchase price.
8. 10% of the purchase price is due as a cash down payment at the close of auction. A cashier's check or a personal or corporate check immediately negotiable is satisfactory for the down payment. The balance of the purchase price is due in cash at closing.

9. The closing will be scheduled in accordance with the Agreement to Purchase in your Bidder's Packet. The targeted closing period is on or before December 13, 2019.
10. Closing costs and expenses will be allocated and paid in accordance with Sections 17 and 18 of the Agreement to Purchase.
11. Real estate taxes will be prorated to the date of closing. Buyer will pay special assessments, if any, that are last payable without a penalty after the date of closing. The draft version of the Agreement to Purchase that was posted to auction website has been updated for clarity regarding payment of the prorated taxes.
12. Preliminary certificates of title prepared by Kincaid, Taylor & Geyer have been made available for review by prospective bidders prior to the auction via download from the auction website. Printed copies are available to review in the auction display area.
13. After the auction and prior to closing, Seller will furnish the Updated Title Evidence at Seller's expense in accordance with the terms of Section 9 of the Agreement to Purchase. If Buyer elects to purchase title insurance, the cost of any title insurance shall be at Buyer's sole expense.
14. At closing, the surface rights to the purchased tract(s) will be conveyed by Limited Warranty Deed in substantially the form which is included in your Bidder's Packet as **Exhibit C**. All minerals will be excluded from the conveyance and Seller will reserve all rights to use and occupy the surface of the land to the extent necessary, convenient or incidental to the possession, exploration, development, operation, maintenance, transportation, or production of or from the oil, gas, coal and other minerals, as provided in Exhibit C. As an update to the Information Booklet, the word "enjoyment" has been removed from the deed in Exhibit C (page 2, 2nd paragraph).
15. The surface rights conveyed to Buyer will be subject to all restrictions, exceptions, covenants and conditions contained or referred to in prior deeds or other instruments of record affecting the title to the purchased tract(s). No promise, representation or warranty is made as to the existence, status, quality or character of any particular rights or restrictions. No assurance can be provided regarding the extent of compensation (*if any*) that a Buyer can expect in the event of future coal mining or other mineral activities on the purchased tract(s). Prior deeds contain covenants restricting or precluding compensation for damage to the surface for certain purposes.
16. Buyer agrees to accept the title and acquire the purchased tract(s) subject to all such restrictions and all other "Permitted Exceptions" as defined in Section 11 of the Agreement to Purchase.
17. Delivery of possession shall be effective upon completion of the closing, subject to the Permitted Exceptions.
18. Preliminary survey drawings have been prepared by Hull & Associates and JHA Companies. Copies are posted in the auction display area.

19. As an update to the advertised terms, Seller will obtain a final survey for each closing. The final survey will be sufficient for the purpose of recording the conveyance, but the type of survey shall otherwise be determined solely by Seller. Any final survey of adjacent tracts purchased in combination will show the perimeter only and will not show interior tract boundaries.
20. All costs of the pre-auction survey work and the final post-auction surveys shall be allocated by the surveyors between the respective closings and the amount thus allocated to each closing shall be shared equally (50:50) by Seller and Buyer.
21. The acre estimates have been revised for purposes of the auction, as shown in the updated acre charts which are included with each tract map in Exhibit A. The acres shown in Exhibit A are based on the preliminary acre estimates provided by the surveyor for each tract.
22. No warranty or authoritative representation is made as to the number of acres included with any tract or set of tracts. However, at closing, the purchase price shall be adjusted proportionately to reflect any difference between the estimated acres shown in Exhibit A for the purchased tract(s) and the gross acres shown in the final survey.
23. Boundary lines and auction tract maps depicted in Exhibit A and the auction marketing materials are approximations provided for identification and illustration purposes only. They are not provided as survey products and are not intended to depict or establish authoritative boundaries or locations.
24. There may be minor differences in the depiction of some boundaries in Exhibit A compared to the preliminary survey drawings which are posted for your review. In any event, the definitive boundaries of each purchased tract or combination will be established by the final, post-auction survey (which will supersede Exhibit A and the preliminary survey drawings). Each conveyance will be based on the boundaries shown and described in the final survey and the final purchase price will be based on the acres shown in the final survey (compared to the acres shown in Exhibit A).
25. If any dispute arises prior to closing with respect to the location of any boundary, the Auction Company may (but shall not be required to) terminate the purchase contract by giving written notice of termination to Buyer, but only with the Seller's consent. In the event of such termination, the earnest money shall be refunded to Buyer and the property may be re-sold free and clear of any claim of Buyer. In lieu of consenting to such termination, Seller may elect instead to enforce the purchase contract according to its terms.
26. An "Information Booklet" (including soil maps), a "Real Estate Tax Booklet", a "Timber Report Booklet" (with reconnaissance reports prepared by Landmark Forestry) and a "Timber Cruise Booklet" (with cruise details prepared by Landmark Forestry) have been assembled by the Auction Company and provided to prospective buyers in printed form and/or via download from the auction website. Printed copies are available to review in the auction display area. These booklets and reports include information obtained or derived from third-party sources. Although believed to be

from reliable sources, such information is subject to verification and is not intended as a substitute for a prospective buyer's independent review and investigation of the property. Seller and Auction Company disclaim any warranty or liability for the information provided.

27. Auction Tracts 26-33, 43, 44, 47-50, 52-58 and 60-65 are subject to the rights of B&N Coal under a certain Surface Use Agreement identified in Section 14 of the Agreement to Purchase. A summary of the Surface Use Agreement is included in the Information Booklet and in your Bidder's Packet (on the Exhibit D cover page). The Surface Use Agreement was made available for review by prospective bidders in person at B&N's office in Dexter City, Ohio prior to the auction. B&N also agreed to come today to review and discuss the Surface Use Agreement with prospective bidders here at the auction site prior to bidding.
28. All rights and obligations of the owner of the surface of the land under the Surface Use Agreement with B&N Coal shall be assigned to and assumed by the Buyers of the applicable tracts in accordance with the provisions of Section 14 of the Agreement to Purchase. An instrument of assignment and assumption shall be signed at closing in substantially the form which is included in your Bidder's Packet as part of **Exhibit D**.
29. Approximate road routes are depicted in the auction tract maps. At the direction of the county highway department, the roads have been depicted based on ODOT's Transportation Information Mapping System. Some of these roads are unimproved and provide limited (if any) vehicular access based on an on-site review of current conditions. As an update to the brochure, unimproved roads are designated with dashed lines in the revised auction tract maps, as shown in Exhibit A. No promise, warranty or authoritative representation is made as to the status or condition of any road or as to the depiction of any road in the auction tract maps and/or ODOT maps.
30. Without limiting the foregoing disclaimer, please be aware that Tracts 36 and 61 do not have abutting access to an improved road. The Buyer(s) of these tracts agree to acquire the property notwithstanding any deficiency regarding legal access and/or practical access and notwithstanding any title exception regarding lack of access. Tract 61 may be combined with Tract 60 for abutting access to an improved road.
31. The marketing materials include tract description tables referring to "water". This indicates the presence of a creek and/or pond (as described in the "notes" column of the table), **not** the availability of municipal rural water service.
32. There are areas on the auction property where household appliances and other items of refuse have been dumped or discarded. Seller will have no responsibility to clean up these areas or to remove any such items.
33. Your bids are to be based solely upon your inspection. All property is sold "AS IS" without any warranty. Without limiting the foregoing provisions, Seller and Auction Company and their respective agents and representatives make no warranty or authoritative representation with respect to zoning matters, environmental matters, water rights, whether or not the property is qualified or suitable for any particular use,

the availability or location of utilities, the availability of any approval or permit required for any prospective use, improvement or development of the purchased tract(s), or the accuracy of any materials or information prepared or provided by any third party regarding the auction and/or the property.

34. At the close of the auction, each high bidder shall execute a purchase contract in the form provided in each Bidder's Packet, consisting of the Agreement to Purchase and Exhibits A - D. The terms of these documents are non-negotiable. You will be closing on the tract or combination of tracts on which you are the successful bidder in the manner in which you bid at the auction.
35. Schrader Real Estate and Auction Company, Inc. and its agents and representatives are exclusively the agents of the Seller. The Ohio agency disclosure forms are available for your review in the auction display area, including the Consumer Guide to Agency Relationships (to be signed by each Buyer) and the Agency Disclosure Statement (to be signed by each Buyer and by Seller).

Thank you for your interest in this offering. If you have any questions, please feel free to talk to one of our representatives.

ANY OFFICIAL ANNOUNCEMENTS MADE BY THE AUCTIONEER FROM THE PODIUM
TAKE PRECEDENCE OVER THIS PRINTED MATERIAL.

Buyer(s): _____

Seller: _____

EXHIBIT C
(Form of Limited Warranty Deed)

LIMITED WARRANTY DEED

THIS LIMITED WARRANTY DEED is made as of the ____ day of _____, 2019 by and between **CNX LAND LLC**, a Delaware limited liability company, with a tax mailing address of 1000 CONSOL Energy Drive, Canonsburg, PA 15317, party of the first part, herein referred to as “Grantor,” and _____, with a tax mailing address of _____ herein referred to as “Grantee.”

WITNESSETH: That for and in consideration of the sum of \$1.00, cash in hand paid, the receipt and sufficiency of which is hereby acknowledged, Grantor does hereby GRANT and CONVEY unto Grantee with covenants of limited warranty, the SURFACE ONLY of the following described lots or parcels of real estate situate in _____ County, Ohio, including all buildings and improvements thereon, more particularly described as follows:

Tax Parcel ID #: _____

[Insert Legal Description]

Being the same property conveyed to CNX Land LLC, by **Official Record Book** _____, **Page** _____.

EXCLUDED RIGHTS

Grantor hereby expressly EXCEPTS and RESERVES all of the minerals, including but not limited to, oil, gas, coal, and all other minerals of any kind or character within and underlying said parcel(s).

Grantor further reserves all rights to use and occupy the surface of the land conveyed to the extent necessary, convenient or incidental to the possession, exploration, development, operation, maintenance, transportation, or production of or from the oil, gas, coal and other minerals of any kind or character within and underlying said property or other properties.

This deed is made subject to all restrictions, exceptions, covenants and conditions contained or referred to in prior deeds or other instruments of record affecting or pertaining to the lots or parcels of real estate hereby conveyed.

[SIGNATURE PAGE TO FOLLOW]

WITNESS the following signature:

CNX LAND LLC

By: _____ **EXHIBIT COPY**
Name: _____
Title: _____

STATE OF _____,
COUNTY OF _____, TO-WIT:

I, the undersigned, a notary public of the said county, do hereby certify that on this _____ day of _____, 2019 before me personally appeared _____, who acknowledged himself/herself to be the _____ of CNX LAND LLC, a Delaware limited liability company, and that he/she as such officer, being so authorized to do so, executed the foregoing instrument for the purposes therein contained, by signing the name of the limited liability company by himself/herself as said officer.

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

Notary Public

My commission expires: _____.

WITNESS the following signature:

[GRANTEE]

By: _____
Name: _____
Title: _____

EXHIBIT COPY

STATE OF _____,
COUNTY OF _____, TO-WIT:

I, the undersigned, a notary public of the said county, do hereby certify that on this _____ day of _____, 2019 before me personally appeared _____, who acknowledged himself/herself to be the _____ of _____, a Delaware limited liability company, and that he/she as such officer, being so authorized to do so, executed the foregoing instrument for the purposes therein contained, by signing the name of the limited liability company by himself/herself as said officer.

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

Notary Public

My commission expires: _____.

This instrument was prepared by:
Timothy M. McKeen, Esquire, Steptoe & Johnson PLLC, 1233 Main Street, Suite 3000,
Wheeling, WV 26003-0751

Acknowledged and agreed:

Buyer(s): _____

Seller: _____

EXHIBIT D

(Form of Assignment and Assumption Agreement)

Auction Date: October 30, 2019

Auction Company: Schrader Real Estate and Auction Company, Inc.

Owner: CNX Land, LLC

This Exhibit D applies to any purchase that includes one or more of **Tracts 26-33, 43, 44, 47-50, 52-58 and 60-65** (collectively, the "**Exhibit D Tracts**"). Attached to this cover page is the form of Assignment and Assumption Agreement to be executed and effective at the time of closing in accordance with Section 14 of the Agreement to Purchase. The exhibits described in the form of Assignment and Assumption Agreement will be attached at the time of closing.

Each Buyer of one or more of the Exhibit D Tracts acknowledges that:

- The Exhibit D Tracts are subject to the Surface Use Agreement identified in the attached form of Assignment and Assumption Agreement ("**SUA**").
- The SUA provides B&N Coal, Inc. ("**B&N**") with expansive rights to conduct surface mining operations that could potentially impact any improvements on the Exhibit D Tracts.
- Buyer would have to try to work with B&N if improvements are contemplated, but B&N would still have the right to conduct surface operations which could prohibit improvements.
- B&N has a duty to reclaim any land mined.
- Once reclamation has occurred and the bond has been released, B&N will no longer have rights to the reclaimed and released land.
- The term of the SUA can be up to the year 2065.
- In some cases, B&N may never mine some of these surface properties, but that can't be guaranteed.
- Seller cannot share the SUA and/or B&N's proposed plans that are not of public record without B&N's permission. However, prior to the auction, Seller made arrangements with B&N pursuant to which the SUA was made available for review by prospective bidders in person at B&N's office in Dexter City, Ohio (and this was posted as an update to the auction website). In addition, as of the printing of the bidder packets, it is anticipated that a representative of B&N will be available to review and discuss the SUA with prospective bidders at the auction site prior to bidding.

ASSIGNMENT AND ASSUMPTION AGREEMENT

THIS ASSIGNMENT AND ASSUMPTION AGREEMENT (“*Assignment*”) is dated as of the date of the first acknowledgment appearing below and is effective as of _____, 2019 (the “*Effective Date*”), by and between **CNX LAND LLC**, a Delaware limited liability company (“*Assignor*”), and _____, whose address is _____ (“*Assignee*”). Assignor and Assignee may be referred to individually as a “*Party*” and collectively as the “*Parties*”;

RECITALS:

WHEREAS, CNX Land LLC, is a subsequent party in title, to a certain Surface Use Agreement dated August 13, 2015, between CNX RCPC LLC, a Delaware limited liability company, and CONSOL Mining Company LLC, a Delaware limited liability company, as Grantors, and B&N Coal, Inc., as Grantee, attached as Exhibit A.

WHEREAS, said Surface Use Agreement was memorialized by a Memorandum of Surface Use Agreement, dated August 13, 2015, between CNX RCPC LLC, a Delaware limited liability company, and CONSOL Mining Company LLC, a Delaware limited liability company, as Grantors, and B&N Coal, Inc., as Grantee, said Memorandum being recorded in the Office of the Recorder of Noble County, Ohio.

WHEREAS, concurrently herewith, Assignor is conveying to Assignee the surface estate with respect to the real estate described in Exhibit B (“*Conveyed Surface Estate*”), being part of the Surface Properties that are subject to said Surface Use Agreement and said Memorandum of Surface Use Agreement (collectively, “*SUA and Memorandum*”).

NOW, THEREFORE, for and in consideration of the mutual promises contained herein, the benefits to be derived by each Party hereunder, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor and Assignee, intending to be legally bound, hereby agree as follows:

Assignor assigns and transfers to Assignee all rights and responsibilities of the Grantor (as owner of the Surface Properties) under the SUA and Memorandum and Assignee assumes all such rights and responsibilities under the SUA and Memorandum; *provided, however*: (i) such assignment and assumption shall be effective only to the extent that such rights and responsibilities pertain and/or are attributable to the Conveyed Surface Estate; and (ii) Assignee does not assume any liability arising from any breach, default or non-performance of any obligation prior to the Effective Date.

[Signature pages follow]

IN WITNESS WHEREOF, this Assignment has been executed by the Parties hereto to be effective for all purposes as of the Effective Date.

ASSIGNOR:

CNX LAND LLC,
a Delaware limited liability company

By: _____ **EXHIBIT COPY**
Name: Eric A. Large
Title: Assistant Vice President.

STATE OF _____,
COUNTY OF _____, TO-WIT:

I, the undersigned, a notary public of the said county, do hereby certify that on this ____ day of _____, 2019 before me personally appeared Eric A. Large, who acknowledged himself to be the Assistant Vice President of **CNX LAND LLC**, a Delaware limited liability company, and that he as such officer, being so authorized to do so, executed the foregoing instrument for the purposes therein contained, by signing the name of the limited liability company by himself as said officer.

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

Notary Public

My commission expires: _____.

ASSIGNEE:

EXHIBIT COPY

Name:

STATE OF _____,
COUNTY OF _____, TO-WIT:

The foregoing instrument was acknowledged before me this ____ day of _____, 2019 by _____.

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

Notary Public

My commission expires: _____.

This instrument was prepared by:
Timothy M. McKeen, Esquire, Steptoe & Johnson PLLC, 1233 Main Street, Suite 3000, Wheeling, WV 26003-0751

TITLE INSURANCE INFORMATION

To: Buyer

Date: October 30, 2019

Re: Public auction conducted on this date by Schrader Real Estate and Auction Company, Inc. on behalf of CNX Land, LLC with respect to real estate in Noble County, Ohio

The preliminary certificates of title for this auction were prepared by:

Kincaid, Taylor & Geyer
Attorneys at Law
50 N. Fourth St., P.O. Box 1030
Zanesville, OH 43702-1030
Tel: 740-454-2591

After the auction, Kincaid, Taylor & Geyer will prepare a commitment for the issuance of a title insurance policy in your name for your purchased tract or combination.

Please Note: If you elect to purchase title insurance, the cost of the title insurance will be charged to you, as Buyer, at the time of closing. If you intend to purchase title insurance from a title agent other than Kincaid, Taylor & Geyer, you must act promptly. According to the Agreement to Purchase, the Buyer is responsible for obtaining any "Additional Title Evidence" in a timely manner without delaying the closing.

In order to help us plan for your closing, please indicate your intentions at this time: *

I intend to purchase title insurance through ***Kincaid, Taylor & Geyer.***

I intend to purchase title insurance through ***another title agent.***

(Please identify below, if known.)

Name / location of title agent: _____

I do not intend to purchase title insurance.

* Please send prompt notice of any update or change to:

Timothy M. McKeen
Steptoe & Johnson PLLC
Email: Timothy.McKeen@steptoe-johnson.com
Tel: 304-231-0473

and:

Scott D. Eickelberger
Kincaid, Taylor & Geyer
Email: scotte@kincaidlaw.com
Tel: 740-454-2591

Buyer: _____

Purchased Tract(s): _____

(Split Agency & Dual Agency – Model Policy)

CONSUMER GUIDE TO AGENCY RELATIONSHIPS

Schrader Real Estate and Auction Company, Inc.



We are pleased you have selected **Schrader Real Estate and Auction Company, Inc.** to help you with your real estate needs. Whether you are selling, buying or leasing real estate, **Schrader Real Estate and Auction Company, Inc.** can provide you with expertise and assistance. Because this may be the largest financial transaction you will enter into, it is important to understand the role of the agents and brokers with whom you are working. Below is some information that explains the various services that agents can offer and their options for working with you.

For more information on agency law in Ohio, contact the Ohio Division of Real Estate & Professional Licensing at (614) 466-4100, or online at www.com.ohio.gov/real.

Representing the Sellers

Most sellers of real estate choose to list their home for sale with a real estate brokerage. When they do so, they sign a listing agreement that authorizes the brokerage and the listing agent to represent their interests. As the seller's agent, the brokerage and listing agent must: follow the seller's lawful instructions, be loyal to the seller, promote the seller's best interests, disclose material facts to the seller, maintain confidential information, act with reasonable skill and care, and account for any money they handle in the transaction. In rare circumstances, a listing broker may offer "subagency" to other brokerages, which would also represent the seller's interests and owe the seller these same duties.

AUCTION SALES: Notwithstanding any other provision, **Schrader Real Estate and Auction Company, Inc.** and its agents and associates will represent only the seller in connection with the sale of real estate at an auction conducted by this firm.

Representing Buyers

When purchasing real estate, buyers usually choose to work with a real estate agent as well. Often the buyers want to be represented in the transaction. This is referred to as buyer's agency. A brokerage and agent that agree to represent a buyer's interest in a transaction must: follow the buyer's lawful instructions, be loyal to the buyer, promote the buyer's best interests, disclose material facts to the buyer, maintain confidential information, and account for any money they handle in the transaction.

Dual Agency

Occasionally, the same agent and brokerage that represent the seller also represent the buyer. This is referred to as dual agency. When a brokerage and its agents become "dual agents," they must maintain a neutral position between the buyer and the seller. They may not advocate the position of one client over the best interests of the other client, or disclose any personal or confidential information to the other party without written consent.

Representing Both the Buyer & Seller

On occasion, the buyer and seller will each be represented by two different agents from the same brokerage. In this case, the agents may each represent the best interest of their respective clients. Or, depending on company policy, the agents may both act as dual agents and remain neutral in the transaction. When either of the above occurs, the brokerage will be considered a dual agent. As a dual agent, the brokerage and its managers will maintain a neutral position and cannot advocate for the position of one client over another. The brokerage will also protect the confidentiality of all parties.

Working With Schrader Real Estate and Auction Company, Inc.

AUCTION SALES: Notwithstanding any other provision, **Schrader Real Estate and Auction Company, Inc.** and its agents and associates will represent only the seller in connection with the sale of real estate at an auction conducted by this firm.

Schrader Real Estate and Auction Company, Inc. does offer representation to both buyers and sellers. Therefore, the potential exists for one agent to represent a buyer who wishes to purchase property listed with another agent in our company. If this occurs, each agent will represent their own client, but **Schrader Real Estate and Auction Company, Inc.** and its managers will act as a dual agent.

This means the brokerage and its managers will maintain a neutral position and not take any actions that will favor one side over the other. **Schrader Real Estate and Auction Company, Inc.** will still supervise both agents to assure that their respective clients are being fully represented and will protect the parties' confidential information.

In the event that both the buyer and seller are represented by the same agent, the agent and **Schrader Real Estate and Auction Company, Inc.** will act as a dual agent but only if both parties agree. As a dual agent, they will treat both parties honestly, prepare and present offers at the direction of the parties, and help the parties fulfill the terms of any contract. They will not, however, disclose any confidential information that would place one party at an advantage over the other or advocate or negotiate to the detriment of either party.

If dual agency occurs, you will be asked to consent to that in writing. If you do not agree to your agent acting as a dual agent, you can ask that another agent in our company be assigned to represent you or you can seek representation from another brokerage.

As a buyer, you may also choose to represent yourself on properties **Schrader Real Estate and Auction Company, Inc.** has listed. In that instance, **Schrader Real Estate and Auction Company, Inc.** will represent the seller and you would represent your own best interests. Because the listing agent has a duty of full disclosure to the seller, you should not share any information with the listing agent that you would not want the seller to know.

Working With Other Brokerages

When **Schrader Real Estate and Auction Company, Inc.** lists property for sale, it also cooperates with, and offers compensation to, other brokerages that represent buyers. **Schrader Real Estate and Auction Company, Inc.** does reserve the right, in some instances, to vary the compensation it offers to other brokerages.

As a seller, you should understand that just because **Schrader Real Estate and Auction Company, Inc.** shares a fee with a brokerage representing the buyer, it does not mean that you will be represented by that

brokerage. Instead, that company will be looking out for the buyer and **Schrader Real Estate and Auction Company, Inc.** will be representing your interests.

When acting as a buyer's agent, **Schrader Real Estate and Auction Company, Inc.** also accepts compensation offered by the listing broker. If the property is not listed with any broker, or the listing broker does not offer compensation, we will attempt to negotiate for a seller-paid fee.

Fair Housing Statement

It is illegal, pursuant to the Ohio Fair Housing Law, division (H) of Section 4112.02 of the Revised Code and the Federal Fair Housing Law, 42 U.S.C.A. 3601, as amended, to refuse to sell, transfer, assign, rent, lease, sublease or finance housing accommodations, refuse to negotiate for the sale or rental of housing accommodations, or otherwise deny or make unavailable housing accommodations because of race, color, religion, sex, familial status as defined in Section 4112.01 of the Revised Code, ancestry, military status as defined in that section, disability as defined in that section, or national origin or to so discriminate in advertising the sale or rental of housing, in the financing of housing, or in the provision of real estate brokerage services. It is also illegal, for profit, to induce or attempt to induce a person to sell or rent a dwelling by representations regarding the entry into the neighborhood of a person or persons belonging to one of the protected classes. (Effective: 9/28/11)

We hope you find this information to be helpful to you as you begin your real estate transaction. When you are ready to enter into a transaction, you will be given an Agency Disclosure Statement that specifically identifies the role of the agents and brokerages. Please ask questions if there is anything you do not understand.

Because it is important that you have this information, Ohio law requires that we ask you to sign below to acknowledge receipt of this pamphlet. Your signature will not obligate you to work with our company if you do not choose to do so.

Name (Please Print)

Name (Please Print)

Signature

(Date)

Signature

(Date)

Revised: 9/2011



AGENCY DISCLOSURE STATEMENT

The real estate agent who is providing you with this form is required to do so by Ohio law. You will not be bound to pay the agent or the agent's brokerage by merely signing this form. Instead, the purpose of this form is to confirm that you have been advised of the role of the agent(s) in the transaction proposed below. (For purposes of this form, the term "seller" includes a landlord and the term "buyer" includes a tenant.)

Property Address: _____ One or more of the auction tracts located in Noble County, Ohio and put up for bids at the public auction conducted on 10/30/2019.
Buyer(s): _____
Seller(s): CNX Land, LLC

I. TRANSACTION INVOLVING TWO AGENTS IN TWO DIFFERENT BROKERAGES

The buyer will be represented by _____, and _____.
AGENT(S) BROKERAGE
The seller will be represented by _____, and _____.
AGENT(S) BROKERAGE

II. TRANSACTION INVOLVING TWO AGENTS IN THE SAME BROKERAGE

If two agents in the real estate brokerage _____ represent both the buyer and the seller, check the following relationship that will apply:

- Agent(s) _____ work(s) for the buyer and Agent(s) _____ work(s) for the seller. Unless personally involved in the transaction, the principal broker and managers will be "dual agents," which is further explained on the back of this form. As dual agents they will maintain a neutral position in the transaction and they will protect all parties' confidential information.
- Every agent in the brokerage represents every "client" of the brokerage. Therefore, agents _____ and _____ will be working for both the buyer and seller as "dual agents." Dual agency is explained on the back of this form. As dual agents they will maintain a neutral position in the transaction and they will protect all parties' confidential information. Unless indicated below, neither the agent(s) nor the brokerage acting as a dual agent in this transaction has a personal, family or business relationship with either the buyer or seller. *If such a relationship does exist, explain:* _____

III. TRANSACTION INVOLVING ONLY ONE REAL ESTATE AGENT

Agent(s) RD Schrader & all licensed agents of SRE&AC, Inc. and real estate brokerage Schrader Real Estate and Auction Company, Inc. will

- be "dual agents" representing both parties in this transaction in a neutral capacity. Dual agency is further explained on the back of this form. As dual agents they will maintain a neutral position in the transaction and they will protect all parties' confidential information. Unless indicated below, neither the agent(s) nor the brokerage acting as a dual agent in this transaction has a personal, family or business relationship with either the buyer or seller. *If such a relationship does exist, explain:* _____
- represent only the (check one) seller or buyer in this transaction as a client. The other party is not represented and agrees to represent his/her own best interest. Any information provided the agent may be disclosed to the agent's client.

CONSENT

I (we) consent to the above relationships as we enter into this real estate transaction. If there is a dual agency in this transaction, I (we) acknowledge reading the information regarding dual agency explained on the back of this form.

| | | | |
|--------------------------------------|------------------------------|---|------------------------------|
| _____ <small>BUYER/TENANT</small> | _____ <small>DATE</small> | CNX Land, LLC, by: _____ <small>SELLER/LANDLORD</small> | _____ <small>DATE</small> |
| _____ <small>BUYER/TENANT</small> | _____ <small>DATE</small> | _____ <small>SELLER/LANDLORD</small> | _____ <small>DATE</small> |

DUAL AGENCY

Ohio law permits a real estate agent and brokerage to represent both the seller and buyer in a real estate transaction as long as this is disclosed to both parties and they both agree. This is known as dual agency. As a dual agent, a real estate agent and brokerage represent two clients whose interests are, or at times could be, different or adverse. For this reason, the dual agent(s) may not be able to advocate on behalf of the client to the same extent the agent may have if the agent represented only one client.

As a dual agent, the agent(s) and brokerage shall:

- Treat both clients honestly;
- Disclose latent (not readily observable) material defects to the purchaser, if known by the agent(s) or brokerage;
- Provide information regarding lenders, inspectors and other professionals, if requested;
- Provide market information available from a property listing service or public records, if requested;
- Prepare and present all offers and counteroffers at the direction of the parties;
- Assist both parties in completing the steps necessary to fulfill the terms of any contract, if requested.

As a dual agent, the agent(s) and brokerage shall not:

- Disclose information that is confidential, or that would have an adverse effect on one party's position in the transaction, unless such disclosure is authorized by the client or required by law;
- Advocate or negotiate on behalf of either the buyer or seller;
- Suggest or recommend specific terms, including price, or disclose the terms or price a buyer is willing to offer or that a seller is willing to accept;
- Engage in conduct that is contrary to the instructions of either party and may not act in a biased manner on behalf of one party.

Compensation: Unless agreed otherwise, the brokerage will be compensated per the agency agreement.

Management Level Licensees: Generally, the principal broker and managers in a brokerage also represent the interests of any buyer or seller represented by an agent affiliated with that brokerage. Therefore, if both buyer and seller are represented by agents in the same brokerage, the principal broker and manager are dual agents. There are two exceptions to this. The first is where the principal broker or manager is personally representing one of the parties. The second is where the principal broker or manager is selling or buying his own real estate. These exceptions only apply if there is another principal broker or manager to supervise the other agent involved in the transaction.

Responsibilities of the Parties: The duties of the agent and brokerage in a real estate transaction do not relieve the buyer and seller from the responsibility to protect their own interests. The buyer and seller are advised to carefully read all agreements to assure that they adequately express their understanding of the transaction. The agent and brokerage are qualified to advise on real estate matters. **IF LEGAL OR TAX ADVICE IS DESIRED, YOU SHOULD CONSULT THE APPROPRIATE PROFESSIONAL.**

Consent: By signing on the reverse side, you acknowledge that you have read and understand this form and are giving your voluntary, informed consent to the agency relationship disclosed. If you do not agree to the agent(s) and/or brokerage acting as a dual agent, you are not required to consent to this agreement and you may either request a separate agent in the brokerage to be appointed to represent your interests or you may terminate your agency relationship and obtain representation from another brokerage.

Any questions regarding the role or responsibilities of the brokerage or its agents should be directed to: attorney or to:



**Department
of Commerce**

Division of Real Estate
& Professional Licensing

Ohio Department of Commerce
Division of Real Estate & Professional Licensing
77 S. High Street, 20th Floor
Columbus, OH 43215-6133
(614) 466-4100

