EXHIBIT E

<u>Sale of Oil and Gas Interests (including Coalbed Methane (CBM) and Coal Mine Methane (CMM)) to CNX Gas Company, LLC by Midwest Coal Reserves of Indiana, LLC.</u>

Midwest Coal Reserves of Indiana, LLC, its affiliates or predecessors in title have conveyed their rights and interests in and to oil and gas (including coalbed methane and coal mine methane) in, on, or under a portion of the Property covered by this Agreement to CNX Gas Company LLC ("CNX") pursuant to that certain Oil and Gas Deed, Assignment, and Assumption between Midwest Coal Reserves of Indiana, LLC and CNX (the "Oil and Gas Deed"), a copy of which is recorded in the Office of the Recorder for the County of Warrick, Indiana, in Instrument # 2007R-010144. This sale of the Property is under and subject to the preexisting covenant under the Oil and Gas Deed to execute and deliver, or cause its affiliates to execute and deliver, one or more recordable non-exclusive site-specific surface access and use agreements ("SUA") to CNX, or any entity with whom CNX has entered into a joint operating agreement, pursuant to which CNX is participating or has a right to participate in oil and gas operations on the Property (CNX or such joint operations entity, the "Oil and Gas Operator"), as necessary for the exploration, testing, venting, flaring, use, production, processing, storage, and transportation of oil and gas (including coalbed methane and coal mine methane), or the installation of equipment, fixtures, improvements, pipelines, and electrical lines associated with such operations.

Buyer takes the Property subject to, and agrees to satisfy, the covenant as described in this Section 7. Each SUA shall substantially conform to that SUA attached to the above described Oil and Gas Deed as Exhibit D (a copy of which is referenced in this Exhibit) thereto and shall include specific terms and conditions that, among other things, take into account any existing operations or planned activities to be conducted by Seller or Buyer, and their successors, assigns, or transferees (as the case may be), pursuant to: (i) those certain senior and superordinate surface and other mineral rights (including, without limitation, rights to conduct agricultural, commercial, recreational and coal mining operations), in, on, under, or with respect to the Property that were reserved under, and are more fully described in, the Oil and Gas Deed, or (ii) one or more applicable cooperative development plans entered into in accordance with the

Oil and Gas Deed. The Buyer acknowledges receiving a copy of the said form of the SUA in this Exhibit.

Each SUA delivered to the Oil and Gas Operator in accordance herewith shall be site-specific and shall cover only those surface portions of the Property that are: (i) owned or leased by Midwest Coal Reserves of Indiana, LLC, its affiliates or predecessors in title or an Affiliate as of June 8, 2007, (ii) included within surveyed locations for specific drill sites and related facilities and infrastructure for which the Oil and Gas Operator has prepared development plans with proposed work schedules pursuant to the Oil and Gas Deed, and (iii) covered by drilling or similar permits or other applications filed or to be filed by the Oil and Gas Operator with applicable Governmental Authorities for wells and related facilities and infrastructure ((ii) and (iii) collectively, the 'Drilling Plans"), Buyer's obligation to execute and deliver a SUA hereunder is contingent upon Buyer's prior receipt of reasonably detailed documentation of the Drilling Plans from the Oil and Gas Operator. As used in this Section 7, the term "Governmental Authority" means: (i) the United States of America; (ii) any state, commonwealth, territory or possession of the United States of America and any political subdivision thereof (including counties, municipalities, provinces, parishes and the like); (iii) any Native American or Tribal entity; and (iv) any court, quasi-governmental authority, tribunal, department, commission, board, bureau, agency, authority, or instrumentality of any of the foregoing.

The covenant to execute and deliver a SUA to the Oil and Gas Operator as provided herein runs with the land and binds Buyer and their successors, assigns, or transferees of the Property (as the case may be) until June 20, 2012. After June 20, 2012, Buyer, or their successors, assigns, or transferees of the Property (as the case may be), may sell, assign, transfer or otherwise deal with any portion of the Property which is not then subject to a valid SUA with an Oil and Gas Operator, free of any covenant or obligation to execute and deliver a SUA to the Oil and Gas Operator described in this Section 7. The covenant to execute and deliver a SUA to the Oil and Gas Operator does not restrict CNX's common law or statutory rights to use the surface of the Property overlying the oil and gas estate conveyed to CNX under the Oil and Gas Deed as an incident or right appurtenant to such estate.

The form of the SUA is as follows: