

Leatherwood, LLC.
275 Technology Drive, Suite 101
Canonsburg, PA 15317

ORDER

NOW this 16th day of April, 2026, pursuant to Section 13(c) of the Coal and Gas Resource Coordination Act, Act of December 18, 1984, P.L. 1069, 58 P.S. §§ 501-518, the Department of Environmental Protection hereby authorizes Leatherwood, LLC. (the "Applicant") to plug Well No. 1 on the F. Weimer farm, Aleppo Township, Greene County, identified in the application attached hereto. Such plugging is to be conducted in accordance with the manner outlined in 25 Pa. Code §§ 78.91, 78.92 and 78.93 of the rules and regulations.

This authorization is conditioned on the Applicant's compliance with all applicable provisions of the Oil and Gas Act of 2012, 58 Pa. C.S. §§ 2301-3504; the Clean Streams Law, the Act of June 22, 1937, P.L. 1987, *as amended*, 35 P.S. §§ 691.1-691.1001; the Coal and Gas Resource Coordination Act, 58 P.S. §§ 501-518, and all other applicable laws.

Any person aggrieved by this action may appeal, pursuant to Section 4 of the Environmental Hearing Board Act, 35 P.S. Section 7514, and the Administrative Agency Law, 2 Pa.C.S. Chapter 5A, to the Environmental Hearing Board, Second Floor, Rachel Carson State Office Building, 400 Market Street, P.O. Box 8457, Harrisburg, PA 17105-8457, 717-787-3483. TDD users may contact the Board through the Pennsylvania Relay Service, 800-654-5984. Appeals must be filed with the Environmental Hearing Board within 30 days of receipt of written notice of this action unless the appropriate statute provides a different time period. A Notice of Appeal form and the Board's rules of practice and procedure may be obtained online at www.ehb.pa.gov or by contacting the Secretary to the Board at 717-787-3483. The Notice of Appeal form and the Board's rules are also available in braille and on audiotape from the Secretary to the Board. This paragraph does not, in and of itself, create any right of appeal beyond that permitted by applicable statutes and decisional law.

This authorization does not purport to confer any rights of ownership or access, nor to confirm title in any person, nor to confer any rights for payment of any kind, to any other person or property owner.

IF YOU WANT TO CHALLENGE THIS ACTION, YOUR APPEAL MUST REACH THE BOARD WITHIN 30 DAYS. YOU DO NOT NEED A LAWYER TO FILE AN APPEAL WITH THE BOARD.

IMPORTANT LEGAL RIGHTS ARE AT STAKE, HOWEVER, SO YOU SHOULD SHOW THIS DOCUMENT TO A LAWYER AT ONCE. IF YOU CANNOT AFFORD A LAWYER, YOU MAY QUALIFY FOR FREE PRO BONO REPRESENTATION. CALL THE SECRETARY TO THE BOARD (717-787-3483) FOR MORE INFORMATION.

FOR THE DEPARTMENT OF
ENVIRONMENTAL PROTECTION:

 4/16/26

Date

Thomas Donohue
Environmental Program Mgr.
District Oil & Gas Operations



DEP USE ONLY	
Auth #	APS #
1563022	
Site #	Facility #
Client #	Sub-facility #

APPLICATION FOR AN ORDER TO CLEAN OUT AND PLUG OR REPLUG A NON-PRODUCING GAS WELL UNDER SECTION 13(C) of ACT 214

Please read instructions on reverse before completing this form

SECTION A. APPLICANT INFORMATION	SECTION B. OTHER AFFECTED PARTIES
Name Leatherwood LLC	SURFACE OWNER
Address 275 Technology Drive, Suite 101	Name Richard H. Davison
City Canonsburg State PA Zip 15317	Address P.O. Box 73
Telephone 724-663-7103 Fax	Address Aleppo, PA 15310
GAS WELL INFORMATION	OIL AND GAS LESSOR
Farm Name F. Weimer	Name Unknown
Well No. 1 Serial No. 5446	Address
Municipality (City, Borough, or Township) Aleppo Twp.	Address
County Greene	Phone Fax
Well Permit/Reg. No., if known 37-059-28336 Date Drilled, if known	OIL AND GAS LESSEE
Is this well the object of a Coal Pillar Permit? Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> Number 059-28336-B	Name Unknown
SECTION C. ADDITIONAL INFORMATION REQUIRED	Address
Checklist	Telephone Fax
Well Location Plat: Form 5500-FM-OG0002 <input checked="" type="checkbox"/>	SECTION D. SIGNATURE BLOCK
Copy of or record reference to a deed, lease or other document entitling the applicant to enter upon the surface land <input checked="" type="checkbox"/>	I HEREBY CERTIFY THAT I HAVE SENT BY Certified or Registered Mail a copy of this application to the surface landowner, the oil and gas lessor and lessee as identified above, and the coal owners and operators of all mineable coal seams.
Proposed method of cleaning out, plugging or replugging the well <input checked="" type="checkbox"/>	<i>Patrick Taylor</i>
Notice of Intention to Plug (5500-FM-OG0005) (If previously submitted check this box) <input type="checkbox"/>	Signature of Applicant
If alternative method of plugging is proposed, is Form 5500-PM-OG0024 attached? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	Patrick Taylor - Project Engineer 03/18/26
	Type or Print Name and Title Date

Objection Date Waived

Email: Particktaylor@coreresources.com

Reviewed by
HLC 4/16/2026

04/01/26

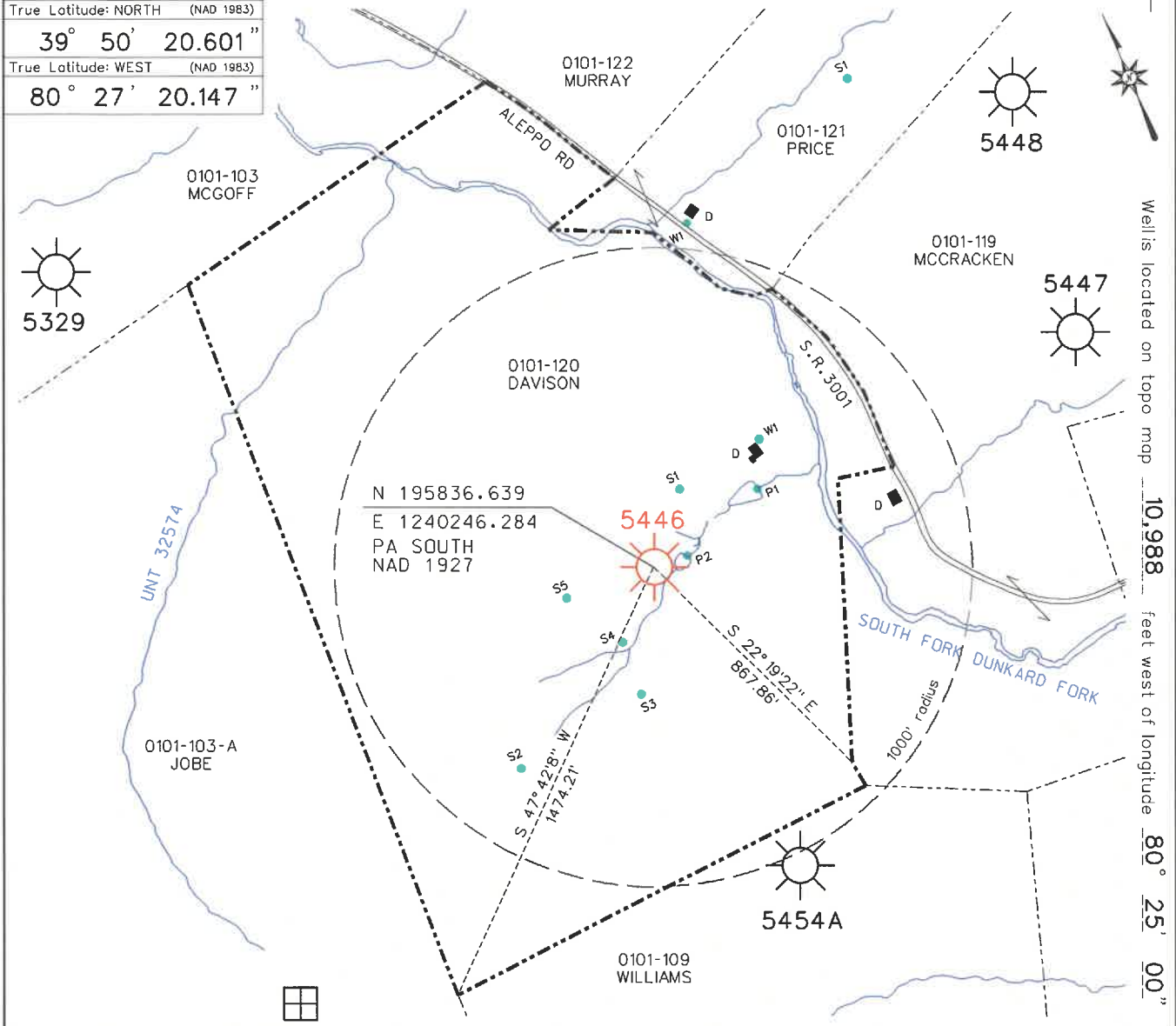


COMMONWEALTH OF PENNSYLVANIA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
OFFICE OF OIL AND GAS MANAGEMENT
WELL LOCATION PLAT

DEP	Auth ID #:	G: 04/01/26 C:
USE	Permit #:	
ONLY	Project #:	

☐	Denotes location of top of well on topo map.
True Latitude: NORTH (NAD 1983)	
39° 50' 20.601"	
True Latitude: WEST (NAD 1983)	
80° 27' 20.147"	

Well is located on topo map 13,128 feet south of latitude 39° 52' 30"



Well is located on topo map 10,988 feet west of longitude 80° 25' 00"

0 500 1000		Bailey Mine		API #: 37-059-28336	
Applicant/Well Operator Name: Leatherwood LLC		DEP ID # 136197	Well (Farm) Name: F. Weimer		Well #: 1
Address: 275 Technology Dr., Suite 101, Canonsburg, Pa. 15317		County: Greene		Municipality: Aleppo Twp.	Serial #: Consol -5446
911 address of well site: 1775 Aleppo Road, Wind Ridge, PA 15380		USGS 7½' Quadrangle Map Name: New Freeport		Map Section: 2	Well Type: Dry Hole
Surface Owner / Lessor: Richard H. Davison 1775 Aleppo Road, P.O. Box 73, Aleppo, Pa. 15310		Tract Acreage: 64.06+/-		Target Formation:	Surface Elevation: 1110.54 ft.
Surveyor or Engineer: 6 Guns, LLC		Phone #: 304-662-6123	Dwg #: GW-5446	Scale: 1" = 500'	Date: Mar. 18, 2026
Lat. & Long Metadata Method: GPS	Accuracy: 1/100,000 ft.	Datum: NAD 1983	Elevation Metadata Method: GPS	Accuracy: 1/100,000 ft.	Datum: NGVD 1929
Surface Owner or Water Purveyor with a Water Supply within 1,000 ft & Latitude - Longitude of Water Supply		Owner, Lessee, or Operator of Workable Coal Seam		Name of Coal Seam Owned, Leased, or Operated	
0101-120 W1	N 39.83976 W 80.45399	0101-120 S2	N 39.83786 W 80.45780	Consol Pennsylvania Coal Co. LLC	Pittsburgh Coal / OWNER
0101-120 P1	N 39.83936 W 80.45421	0101-120 S3	N 39.83808 W 80.45624	Consol Pennsylvania Coal Co. LLC	Pittsburgh Coal / LESSEE
0101-120 P2	N 39.83904 W 80.45520	0101-120 S4	N 39.83855 W 80.45622	Bailey Mine	
0101-120 S1	N 39.83960 W 80.45501	0101-120 S5	N 39.83908 W 80.45663	#36-07230 / CMAP #30841316	Tract: 390-839-9
				SJ-186464.V0002	



CONSOL ENERGY INC.
275 Technology Drive, Suite 101
Canonsburg, PA 15317

phone: 724-416-8266
email: anthonydrezewski@consolenergy.com

Anthony M. Drezewski
Vice President – Land Resources

August 20, 2024

Kevin Wright
Manager of Gas Well Plugging
Consol Pennsylvania Coal Company LLC
275 Technology Drive, Suite 101
Canonsburg, PA 15317


**Re: Pennsylvania Mining Complex
Bailey Mine, Enlow Fork Mine, Harvey Mine
Oil & Gas Well Plugging
Order to Clean Out and Plug Oil & Gas Wells
Washington and Greene Counties, Pennsylvania**

Dear Mr. Wright:

This letter is being executed on behalf of Consol Pennsylvania Coal Company LLC), and CONSOL Thermal Holdings LLC, and Conrhein Coal Company, (hereinafter collectively referred to as, "CONSOL"). In accordance with the requirements set forth in Section 13(a) of the Pennsylvania Coal and Gas Resource Act of 1984, 58 Pa. C.S.A. Section 513(c), please let this letter serve as evidence that adequate notice has been provided to CONSOL as the coal owner/lessee/operator for the plugging of any and all oil & gas wells that need to be plugged for mine through purposes at Bailey, Enlow Fork and Harvey Mines.

Please be advised that CONSOL has no objection to the plugging of the oil & gas wells through the coal seam(s) and I do hereby waive, on behalf of CONSOL, any right CONSOL may have as to prior notification as the coal owner/lessee/operator. CONSOL is not, however, waiving any other rights that it may have.

Sincerely,


Anthony M. Drezewski – Assistant Vice President
Consol Pennsylvania Coal Company LLC
CONSOL Thermal Holdings LLC


Anthony M. Drezewski – Assistant Manager
Conrhein Coal Company



Leatherwood LLC/ Bailey Mine
275 Technology Drive, Suite 101
Canonsburg, PA 15317

March 18, 2026

Richard H. Davison
P.O. Box 73
Aleppo, PA 15310

Certified Mailing # 9489 0090 0027 6432 0533 99

Re: Order to Clean Out and Plug a Well
F. Weimer #1 Well, CONSOL 5446
API# 37-059-28336

Dear Mr. Davison,

Please find attached a copy of our application for an Order to Clean out and Plug an Abandoned Well, the F. Weimer #1, CONSOL 5446 well having an API# 37-059-28336. This is submitted in accordance with Section 13 (a) of the Pennsylvania Coal and Gas Resource Act of 1984, 58 Pa. C.S.A. Section 513 (c).

If you have any questions, please feel free to contact me at (724) 663-7103.

Sincerely,

Patrick Taylor

Patrick Taylor
Project Engineer
Leatherwood LLC

LIMITED LICENSE AGREEMENT

This **LIMITED LICENSE AGREEMENT** ("**Agreement**") dated as of the 8 day of January, 2025, ("**Effective Date**"), by and between **RICHARD H. DAVISON** and **ELOISE K. DAVISON**, as joint tenants with the right of survivorship, having a mailing address of P.O. Box 73, Aleppo, Pennsylvania 15310 (hereinafter collectively "**Licensor**"), and **CONSOL PENNSYLVANIA COAL COMPANY LLC**, a Delaware limited liability company ("**CPCC**"); and **CONSOL THERMAL HOLDINGS LLC**, a Delaware limited liability company ("**CTH**"), CPCC and CTH, having a collective principal place of business at 275 Technology Drive, Suite 101, Canonsburg, Pennsylvania 15317-9565 (CPCC and CTH, collectively, "**Licensee**").

For good and valuable consideration, the sufficiency and adequacy of which is acknowledged, and intending to be legally bound, the parties agree as follows:

1. **LICENSEE DEFINITION.** The following capitalized term shall have the meaning specified in this **Section 1**. Other terms are defined in the text of this Agreement, and, throughout this Agreement, those terms shall have the meanings respectively ascribed to them.

"Licensee" shall include all employees, agents, contractors, and invitees of CPCC and/or CTH, as well as their successors and assigns, provided that all parties are bound to the terms of this Agreement.

2. **SCOPE OF LICENSE.** Subject to the terms and conditions herein, Licensor grants and conveys to Licensee, in the proportion of a seventy-five percent (75%) undivided interest to CPCC and a twenty-five percent (25%) undivided interest to CTH, and Licensee accepts, in the foregoing proportions,

A. **TYPE.** A nonexclusive limited license ("**License**").

B. **BURDENED PREMISES.** located in, on, under, and through lands situate in Aleppo Township, Greene County, Pennsylvania, as more fully described in the deed from Eloise K. Davison to Richard H. Davison and Eloise K. Davison, as joint tenants with right of survivorship, dated February 5, 2008, and recorded in said County in Record Book Volume 383, Page 604, identified wholly or partially as Greene County Tax Parcel No. 01-01-0120 (the "**Premises**").

C. **PRIVILEGES.** to enter upon the reasonably necessary and hereby agreed to portions of the Premises as depicted on **Exhibit "A"** and **Exhibit "B"**, attached hereto and made a part hereof, to (i) conduct mitigation measures for mining-induced flow loss, pooling, or other stream-related issues caused by mining, if any occur, to the streams or existing impoundments on or off Premises (collectively, the "**Stream Mitigation Activities**"); and (ii) access, plug, replug, destroy, remove, and monitor one (1) or more active and/or abandoned gas and/or oil wells located on or off the Premises (collectively, the "**Well(s)**" or "**Well Plugging Operations**"); and (iii) construct, reconstruct, install, lay, use, maintain, improve, repair, replace, operate, inspect, and service one (1) or more hereby agreed upon temporary access roads across a portion of the Premises between the public road and the

Licensee Initials Kmtt

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Licensor Initials RKD

Stream Mitigation Activities and/or the Well(s) (collectively, the "Access Roads") as depicted on Exhibit "A" and Exhibit "B".

D. USES.

1. To conduct such design, construction, operation, maintenance, and removal activities and the collection, utilization, and discharge of necessary quantities of water for use either on or off Premises the as may be reasonably required of Licensee by any governmental agencies having jurisdiction and/or as may be deemed and agreed upon as necessary by Licensee to mitigate the mining-induced flow loss, pooling, or other stream-related issues, if any, occurring either on or off the Premises. In the event that subsidence resulting from Licensee's mining results in pooling of the stream or streams on the Premises or results in creation of wetlands on the Premises, Licensor hereby consents to leaving the pools and/or wetlands in place to the extent authorized by the governmental agencies having jurisdiction over such matters.
2. To conduct stream flow monitoring activities including the taking of surface water flow and water level measurements, collecting water samples, and visual inspections of the stream(s).
3. To access, plug, replug, destroy, remove, and monitor the active and/or abandoned gas and/or oil wells located on or off the Premises.
4. To construct, reconstruct, install, lay, use, maintain, improve, repair, replace, operate, inspect, and service one (1) or more temporary access roads across a portion of the Premises between the public road and the Stream Mitigation Activities and/or the Well(s), together with such cuts, slopes, drains, culverts, fills and improvements as may be reasonably necessary or required by Licensee to carry out the activities referenced in or contemplated by this Agreement and as may be required by law. Said access roads shall utilize existing farm and/or well roads whenever possible and stay on the edge of any and all hayfields whenever reasonably possible. Use of these roads shall be exclusive.
5. Together with the right to excavate, clear, and otherwise prepare and utilize the necessary area around the above-referenced operations and to remove such trees, vegetation, and crops as may in Licensee's reasonable judgment and/or as previously agreed with Licensor to be reasonably necessary to carry out the activities referenced in or contemplated by this Agreement and as may be required by law.

(collectively "Licensee's Operations")

- E. **ACCESS RIGHTS.** with the non-exclusive right of ingress, egress, and regress over and across the Premises in order to obtain access to and from the License Area and such roadways or other lands as deemed necessary and/or required by Licensee as may be adjacent or contiguous to Premises and the right to transport materials, machinery, and equipment and to access the License from other lands to and from said License Area.

Licensee Initials Kmtt

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Licensor Initials R, ELD

LICENSE AREA. The License Area shall be defined as the reasonably necessary portions of the Premises needed by Licensee and hereby agreed upon by Licensor to carry out the rights granted by this License, which said areas are generally depicted on the maps attached hereto as Exhibit "A" and Exhibit "B" (together the "License Area"). Provided however, that in the event Licensee's permitting obligations necessitate the relocation or expansion of the License Area, Licensor and Licensee hereby agree to relocate or expand the License Area to another location or other locations on the Premises, as reasonably and mutually agreed to by the parties. Notwithstanding any of the foregoing, Licensee shall have unrestricted access to the License Area as depicted on Exhibit "A" and Exhibit "B".

3. **LICENSE REQUIREMENTS.**

- A. **COSTS.** Licensee agrees to perform all Licensee operations with respect to the License at its sole expense.
- B. **NO INTERFERENCE.** Licensor agrees not to directly or indirectly interfere with Licensee's operations respecting Licensee's control and/or destruction of the wells including, but not limited to the filing of any objections to Licensee's well plugging permit application(s), the appeal of the issuance of permits previously obtained by Licensee from the PADEP, and the filing of any claims or causes of actions in law or in equity based upon Licensee's right to conduct the Well Plugging Operations on the Premises.
- Subject to the foregoing, Licensor reserves the right to use and occupy, and to permit others to use and occupy, the Premises or any part thereof for any purpose not inconsistent with Licensee's rights hereunder and provided that such use or occupancy shall not interfere with Licensee's interests or the activities of Licensee permitted hereunder. Additionally, Licensor reserves the right to commence suit to enforce the terms of this Agreement.**
- C. **NO LIENS.** Licensee will not undertake, permit, nor omit to take any action which results in a lien or encumbrance being imposed on the Premises during the term of this Agreement.
- D. **TAXES.** Licensee shall be liable for payment of all taxes, penalties, and any increases assessed by any governmental authorities that are directly attributable to the License or any Licensee operations; this includes, but is not limited to, any monetary loss or retroactive rollback taxes that may result, if any, under the provisions of the Pennsylvania Farmland Assessment Act of 1974 (known as the Clean and Green Act) at 72 P.S. Section 5490, et seq., arising out of the Well Plugging Operations.
- E. **STACKING OF TIMBER.** All timber logs removed by Licensee as a result of its Stream Mitigation Activities and Well Plugging Operations shall be stacked at a mutually agreeable location on-site and left for the use of Licensor. All stumps and timber tops shall be burnt by Licensee at hereby agreed upon locations on-site as depicted on Exhibit "A" and Exhibit "B" to keep the site clean from debris.
- F. **METAL SCRAP.** All scrap pipe, metal casing, and steel, including all downhole scrap, recovered during the Well Plugging Operations shall be sold by Licensee for scrap with all payments received for said scrap made payable directly to Licensor.

4. **RECLAMATION AND LANDSCAPING.** Except as to those areas of the access roads, stream crossings, and the associated culverts which Licensor requests to remain, Licensee agrees to regrade to approximate original contour and revegetate all areas that Licensee may disturb as a part of the right granted herein, including the area in and around the well(s) and the temporary access road(s) within sixty (60) days of the completion of their operations or prior to the termination of this Agreement, whichever should occur first in time. Furthermore, Licensee hereby agrees to cause its contractors and agents to perform said reclamation and landscaping activities in a workman-like manner and to comply with all applicable laws and regulations relating thereto. The seed mixture, shrubbery, and trees, if any, to be used for reclamation shall be identified by Licensor and reasonably agreed to by Licensee prior to the commencement of the reclamation process.
5. **MONETARY PAYMENT.** Upon the execution of this Agreement, Licensee shall pay Licensor the amount specified as consideration in **Exhibit "C"**, the Confidential Addendum attached hereto and made a part hereof, for up to 5.31 acres of anticipated disturbance for Stream Mitigation Activities and Well Plugging Operations. In the event that Licensee requires the use of more than 5.31 acres to conduct for Stream Mitigation Activities and Well Plugging Operations, Licensor shall receive an additional one-time consideration of [REDACTED] per each affected acre over and above the said 5.31 acres and Exhibit "A" and/or Exhibit "B" shall be amended accordingly. The affected acreage shall be defined as the amount of acreage needed by Licensee to access and conduct Stream Mitigation Activities and Well Plugging Operations as set forth on Exhibit "A" and/or Exhibit "B" and as amended, if necessary.
6. **ADDITIONAL DOCUMENTS.** Licensor agrees to promptly execute on one or more occasions any and all documents that Licensee may be required to provide to the Pennsylvania Department of Environmental Protection and any other governmental or regulatory agency relative to Licensee's or Licensor's use of the Premises or anything in close proximity thereto or thereon. This provision includes but is not limited to the requirement that Licensor properly sign (i) a three hundred (300) foot waiver agreement required by the Pennsylvania Department of Environmental Protection so that Licensee may conduct any of its desired activities closer than three hundred (300) feet to any dwelling or other structure or land features or (ii) a highway occupancy permit as required by the Pennsylvania Department of Transportation. Licensor shall fully execute said documents and deliver same to Licensee within Twenty-Five (25) days of receipt of the documents to be signed.
7. **EXISTING RIGHTS.** Licensor acknowledges that Licensee may own or control some or all of the rights, privileges, and benefits included in this Agreement as a part of Licensee's coal ownership and mining-related and other rights. Nothing in this License Agreement shall reduce or restrict or be deemed to reduce or restrict any rights, privileges, and benefits that Licensee may now or hereafter otherwise own, control, or acquire relative to the subject matter included in this Agreement. Licensee acknowledges that Licensor may own or control some or all of the rights, privileges, and benefits included in this Agreement as a part of Licensor's ownership of the Premises. Nothing in this License Agreement shall reduce or restrict or be deemed to reduce or restrict any rights, privileges, and benefits that Licensor may now or hereafter otherwise own, control, or acquire relative to the subject matter included in this Agreement.

8. **TERM.** The Term of this Agreement shall be for a period of fifteen (15) years from the Effective Date ("**Term**").
9. **INDEMNITY.** Licensee will defend, indemnify, protect, and hold Licensor harmless, including its heirs, successors, and assigns from all liens, claims, demands, costs (including attorney's fees and costs), expenses, damages, losses, and causes of action (collectively, "Claims") because of injury or death to persons and injury or damage to or loss of any property or improvements arising from or caused by the acts and/or omissions of Licensee or Licensee's employees, agents, contractors, and subcontractors in any way whatsoever related to this Agreement, except to the extent said Claims are as of the result of Licensor's gross negligence.
10. **ASSIGNMENT.** Licensee has the right to transfer, assign, sublet, or pledge in whole or in part this Agreement, the License, or the rights granted herein.
11. **BINDING EFFECT.** All rights, easements, covenants, obligations, and restrictions set forth in this Agreement are intended to run with the land and the Premises burdened by the License. This Agreement shall be binding upon and inure to the benefits of the parties hereto and their respective transferees, successors, and assigns.
12. **ENTIRE AGREEMENT.** This Agreement contains the entire agreement of the parties, and there are no other agreements, oral or written, pertaining to the subject matter hereof between the parties. This document may not be changed except in writing signed by the parties. This document and all of its terms shall be binding upon and inure to the benefit of the parties hereto, their respective heirs, successors, and assigns.
13. **AMENDMENTS.** No modification, amendment or addendum to this Agreement shall be valid or binding unless the same is in writing and signed by all parties hereto.

[SIGNATURE PAGE FOLLOWS]

Licensee Initials Kuntt

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Licensor Initials  / EUD

WITNESS the due execution, Licensor and Licensee execute this Agreement as of the date first above written.

WITNESS:

Kevin M. Hagan

Kevin M. Hagan

LICENSOR:

[Signature]
RICHARD H. DAVISON

Eloise K. Davison
ELOISE K. DAVISON

WITNESS:

Kevin M. Hagan

LICENSEE:

CONSOL PENNSYLVANIA COAL
COMPANY LLC

By: *[Signature]*
Name: Anthony M. Drezewski
Title: Assistant Vice President

WITNESS:

Kevin M. Hagan

CONSOL THERMAL HOLDINGS LLC

By: *[Signature]*
Name: Anthony M. Drezewski
Title: Assistant Vice President

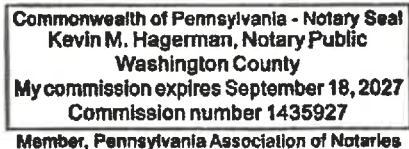
ACKNOWLEDGMENT

COMMONWEALTH OF PENNSYLVANIA)
)
) ss:
COUNTY OF GREENE)

On this, the 8 day of January, 2025, before me, a Notary Public, the undersigned officer, personally appeared **Richard H. Davison and Eloise K. Davison**, as joint tenants with the right of survivorship, known to me (or satisfactorily proven) to be the persons whose names are subscribed to the within instrument, and acknowledged that they executed the same for the purposes therein contained.

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

(SEAL)



Kevin M. Hagerman

Notary Public
My commission expires: 9-18-2027

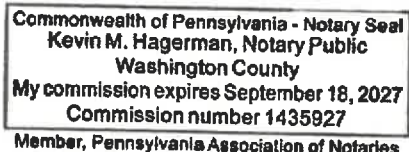
ACKNOWLEDGMENT

COMMONWEALTH OF PENNSYLVANIA)
)
) ss:
COUNTY OF WASHINGTON)

On this 13 day of January, 2025, before me, the undersigned officer, personally appeared **Anthony M. Drezewski**, who acknowledged himself to be the Assistant Vice President of **Consol Pennsylvania Coal Company LLC**, a Delaware limited liability company, and that he as such Assistant Vice President, being authorized to do so, executed the foregoing instrument for the purposes therein contained by signing the name of the company, in the capacity therein stated, by himself as Assistant Vice President.

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

(SEAL)



Kevin M. Hagerman

Notary Public
My Commission Expires: 9-18-2027

Exhibit "A"

[Map to be Attached]

Exhibit "A"

Licensee Initials KMH

Licensor Initials [Signature] / EKD

Exhibit "B"

[Map to be Attached]

Exhibit "B"

Licensee Initials KMH

Licensor Initials [Signature] / ECD

MEMORANDUM OF AGREEMENT

MADE this 8 day of January, 2025, by and between RICHARD H. DAVISON and ELOISE K. DAVISON, as joint tenants with the right of survivorship, (hereinafter collectively referred to as "First Party");

A N D

CONSOL PENNSYLVANIA COAL COMPANY LLC, a Delaware limited liability company ("CPCC"), CONSOL THERMAL HOLDINGS LLC, a Delaware limited liability company ("CTH") (CPCC and CTH, hereinafter collectively, whether one or more, referred to as "Second Party").

WHEREAS, First Party and Second Party have entered into an agreement ("Agreement") bearing the date set forth in paragraph 3 hereinbelow, whereby First Party has granted to Second Party certain rights with respect to a parcel or several parcels of land situated as set forth in paragraph 4 hereinbelow; and,

WHEREAS, in lieu of recording said Agreement, First Party and Second Party have executed, acknowledged, and delivered this Memorandum pursuant to the Act of June 2, 1959, P.L. 454 §2, codified at 21 P.S. §405 et seq.

NOW, THEREFORE, First Party and Second Party do hereby acknowledge that they did enter into said Agreement and, further, do hereby publish and declare that the following information is based upon said Agreement, viz:

Licensee Initials Kmt

Licensor Initials R / EKD

1. NAME AND ADDRESS OF FIRST PARTY:

Richard H. Davison and Eloise K. Davison
P.O. Box 73
Aleppo, Pennsylvania 15310

2. NAME AND ADDRESS OF SECOND PARTY:

Consol Pennsylvania Coal Company LLC
275 Technology Drive
Suite 101
Canonsburg, Pennsylvania 15317-9565

CONSOL Thermal Holdings LLC
275 Technology Drive
Suite 101
Canonsburg, Pennsylvania 15317-9565

3. DATE OF AGREEMENT:

January 8, 2025.

4. DESCRIPTION OF SUBJECT PROPERTY:

ALL that certain land situate in Aleppo Township, Greene County, Pennsylvania, as more fully described in the deed from Eloise K. Davison to Richard H. Davison and Eloise K. Davison, as joint tenants with right of survivorship, dated February 5, 2008, and recorded in said County in Record Book Volume 383, Page 604, identified wholly or partially as Greene County Tax Parcel No. 01-01-0120.

5. DATE OF COMMENCEMENT OF TERM OF AGREEMENT:

January 8, 2025.

6. TERM OF AGREEMENT:

This Term of this Agreement shall be for a period of fifteen (15) years from the Effective Date ("Term").

Licensee Initials KWD

Licensor Initials RKD

7. OPTION TO PURCHASE:

Second Party has no option to purchase said property at any time during the existence of the said Agreement.

8. SUBSERVIENCY:

If there be any inconsistencies or deemed inconsistencies between this Memorandum and said Agreement, said Agreement shall in all instances be controlling.

9. BINDING:

The rights, duties, and obligations undertaken hereunder by First Party which are the subject of the Agreement constitute covenants running with the land and shall be binding upon all successors in title to the subject property.

[Signature Page Follows]

Licensee Initials kmf

Licensor Initials RELD

IN WITNESS WHEREOF, the parties, intending to be legally bound, have executed this Memorandum the month and year first above written.

WITNESS:

Kevin M Hagerman
Kevin M Hagerman

FIRST PARTY:

[Signature]
RICHARD H. DAVISON
Elvise K Davison
ELOISE K. DAVISON

WITNESS:

Kevin M Hagerman

SECOND PARTY:

CONSOL PENNSYLVANIA COAL COMPANY LLC

By: [Signature]
Name: Anthony M. Drezewski
Title: Assistant Vice President

WITNESS:

Kevin M Hagerman

CONSOL THERMAL HOLDINGS LLC

By: [Signature]
Name: Anthony M. Drezewski
Title: Assistant Vice President

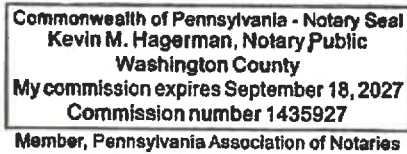
ACKNOWLEDGMENT

COMMONWEALTH OF PENNSYLVANIA)
)
COUNTY OF GREENE) ss:

On this, the 8 day of January, 2025, before me, a Notary Public, the undersigned officer, personally appeared **Richard H. Davison and Eloise K. Davison**, as joint tenants with the right of survivorship, known to me (or satisfactorily proven) to be the persons whose names are subscribed to the within instrument, and acknowledged that they executed the same for the purposes therein contained.

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

(SEAL)



Kevin M Hagerman
Notary Public
My commission expires: 9-18-2027

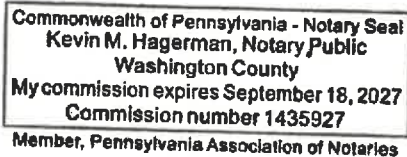
ACKNOWLEDGMENT

COMMONWEALTH OF PENNSYLVANIA)
)
COUNTY OF WASHINGTON) ss:

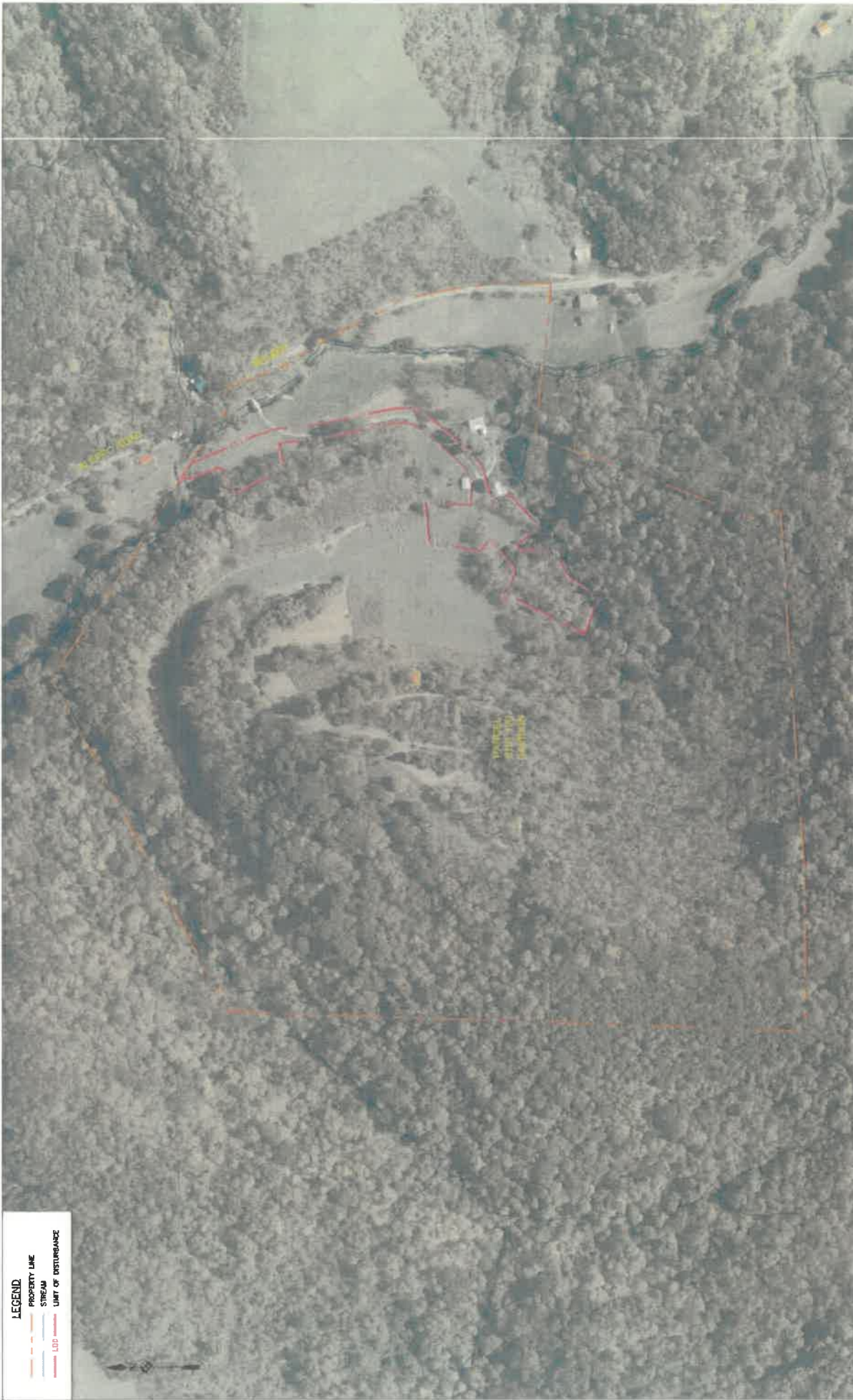
On this 13 day of January, 2025, before me, the undersigned officer, personally appeared **Anthony M. Drezewski**, who acknowledged himself to be the Assistant Vice President of **Consol Pennsylvania Coal Company LLC**, a Delaware limited liability company, and that he as such Assistant Vice President, being authorized to do so, executed the foregoing instrument for the purposes therein contained by signing the name of the company, in the capacity therein stated, by himself as Assistant Vice President.

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

(SEAL)



Kevin M Hagerman
Notary Public
My Commission Expires: 9-18-2027



LEGEND
 - - - - - PROPERTY LINE
 - - - - - STREAM
 - - - - - LIMIT OF DISTURBANCE

120' 0 120' 240'
 SCALE

Michael Baker
 INTERNATIONAL

REVISION DESCRIPTION DATE

DATE



CONSOL PENNSYLVANIA
 COAL COMPANY LLC
THIS DOCUMENT IS THE PROPERTY OF CONSOL ENERGY. IT IS TO BE USED ONLY FOR THE PROJECT AND PURPOSE SPECIFIED HEREIN. IT IS NOT TO BE REPRODUCED OR TRANSMITTED IN ANY FORM OR BY ANY MEANS, ELECTRONIC OR MECHANICAL, INCLUDING PHOTOCOPYING, RECORDING, OR BY ANY INFORMATION STORAGE AND RETRIEVAL SYSTEM, WITHOUT THE WRITTEN PERMISSION OF CONSOL ENERGY.

DATE PREPARED BY

DATE CHECKED BY

DATE APPROVED BY

OW-54445 WELL PLUGGING
 ALERPO TOWNSHIP, GREENE COUNTY
 DAWSON PROPERTY EXHIBIT

SCALE
 AS SHOWN
 DRAWN BY
 DATE
 SHEET NO. 1

KMH
 EKD

DO NOT RECORD

EXHIBIT "C"

**CONFIDENTIAL ADDENDUM TO LICENSE AGREEMENT
DATED January 8, 2025, BETWEEN
RICHARD H. DAVISON and ELOISE K. DAVISON, COLLECTIVELY, LICENSOR,
AND CONSOL PENNSYLVANIA COAL COMPANY LLC
AND CONSOL THERMAL HOLDINGS LLC, COLLECTIVELY, LICENSEE**

THIS CONFIDENTIAL ADDENDUM ("Addendum") amends, modifies, supersedes, and becomes part of the License Agreement dated January 8, 2025, between the above parties.

WHEREAS, Richard H. Davison and Eloise K. Davison ("Licensor") and Consol Pennsylvania Coal Company LLC ("CPCC") and CONSOL Thermal Holdings LLC ("CTH") (collectively "Licensee") entered into a License Agreement (hereinafter the "Agreement") dated January 8, 2025, to be hereafter recorded in the Office of the Recorder of Deeds of Greene County, Pennsylvania, wherein Licensor granted Licensee certain rights to, *inter alia*, conduct mitigation measures for mining-induced flow loss to streams and perform gas well plugging operations on or near Licensor's property located in Aleppo Township, Greene County, Pennsylvania, identified as Tax Parcel No. 01-01-0120; and,

WHEREAS, the parties desire to enter into this Confidential Addendum to further define the terms of the Agreement and the intent of the parties.

NOW THEREFORE, in consideration of the monetary payments and mutual covenants and promises set forth herein, the receipt and legal sufficiency of which are hereby acknowledged, the parties, intending to be legally bound hereby, agree as follows:

1. **Reasonableness and Compliance with Laws.** Wherever used in the Agreement, the terms "Reasonable" and "Reasonably" shall mean and refer to conduct that is performed in a good and workmanlike manner in accordance with industry and local standards and best management practices. In its exercise of the rights granted herein, Licensee agrees that it shall use industry best practices and shall do so as a reasonable prudent operator in a good and workmanlike manner. Licensee further agrees, at all times, to fully comply and act in accordance with all applicable local, state, or federal laws, statutes, and regulations.

2. **Choice of Law and Venue.** This Agreement shall be construed and enforced exclusively pursuant to the laws of the Commonwealth of Pennsylvania applicable to contracts to be performed wholly within the Commonwealth. The Parties also agree that the venue of any action to enforce the provisions of this Agreement, or any document executed in connection with this Agreement, shall be in the Court of Common Pleas of Greene County, Pennsylvania. The Parties agree they will not contest the choice of law and venue provisions in this Paragraph.

3. **No Permanent Structures or Buildings.** Licensee shall not construct any permanent structure or building on the Premises.

4. **No Storage of Equipment or Materials.** Licensee shall not store any equipment or materials on the Premises, except for equipment and materials that will be used exclusively on the License Area for the purposes described in the Agreement.

5. **Site Clean Up.** All work sites on the Premises used by the Licensee will be cleaned up daily each day that the Licensee exercises its rights under the Agreement. This includes picking up and/or properly disposing of all trash and used materials.

6. **Notice to Licensor.** Licensee shall provide at least forty-eight (48) hours notice to Licensor before commencing Stream Mitigation Activities or Well Plugging Operations on the Premises, except in the event of an emergency or a permit compliance order issued by a regulatory agency with less than a forty-eight (48) hour period to investigate, respond, repair or mitigate.

7. **Work Hours.** Licensee shall only conduct Stream Mitigation Activities during daylight hours from sunrise to sunset, except in the event of an emergency or a permit compliance order issued by a regulatory agency with less than a forty-eight (48) hour period to investigate, respond, repair or mitigate. Licensee, in Licensee's reasonable sole discretion, may conduct Well Plugging Operations up to 24 hours per day. In the event that Well Plugging Operations unreasonably interfere with Licensor's use and enjoyment of the Premises, Licensee shall pay a per diem payment of One Hundred and Twenty-Five and no/100 Dollar (\$125.00) per day for the duration of the 24-hour Well Plugging Operations. Payment to compensate for interference with Licensor's use and enjoyment shall be made within Fourteen (14) calendar days of each loss or interference.

8. **Noise and Light from Licensee's Operations.** Licensee shall use reasonably pertinent measures to limit excessive noise and excessive nighttime lighting on the Premises during Stream Mitigation Activities and Well Plugging Operations to the extent reasonably possible.

9. **Stream Mitigation Activities.** Should stream-related issues caused by mining occur to the streams on or off the Premises and Licensee be required to conduct mitigation measures for said stream-related issues, Licensor hereby grants Licensee access in, over, upon, and through the reasonably necessary portions of the Premises, which portions are generally depicted on Exhibit "A" attached to and made a part of the Agreement, to conduct such design, construction, operation, maintenance, and removal activities and the collection, utilization, and discharge of necessary quantities of water for use on Licensor's Premises, as may be required of Licensee by any governmental agencies having jurisdiction in order to mitigate the mining-induced flow loss and/or pooling, if any, occurring either on or off Licensor's Premises. Any access, operation, or activity that may be needed outside of the area depicted on Exhibit "A" shall require the written consent of Licensor, which said consent shall not be unreasonably withheld. Notwithstanding anything herein to the contrary, this Agreement shall not be construed as Licensor granting to Licensee any rights for streams located off of the Premises, which said rights must be secured or otherwise obtained by Licensee outside of this Agreement. In the event that subsidence resulting from Licensee's mining results in pooling of the stream or streams on Licensor's

Premises or results in creation of wetlands on Licensor's Premises, Licensor shall hereby have the option, in Licensor's sole discretion, of either consenting to Licensee leaving the pools and/or wetlands in place, to the extent authorized by the governmental agencies having jurisdiction over such matters, or having Licensee remove and reclaim said pools and/or wetlands.

10. **Full Enjoyment.** Licensor shall have the right to fully enjoy and use the Premises for any and all purposes which are not inconsistent with, and do not endanger or interfere with, the exercise of the rights hereunder granted to Licensee.

11. **Consideration.** Upon the execution of the Agreement and this Addendum, Licensee shall pay Licensor [REDACTED] as consideration and Licensee will issue a 1099-S to Licensor for this payment. A portion of the total consideration shall be classified as damages, in accordance with the separate Receipt executed between the parties as of even date herewith. Once tendered by Licensee, all consideration paid to Licensor hereunder shall be non-refundable.

12. **Removal of Equipment.** Subject to the option of Licensor, as set forth in the following sentence, Licensee agrees that within a reasonable time (not to exceed ninety (90) calendar days) after completion of Stream Mitigation Activities and Well Plugging Operations, Licensee will remove all above and below-ground equipment that Licensee has brought onto the Premises and to thereafter regrade and landscape the areas of the Premises affected by Licensee's activities which are to be landscaped to at least the approximate original contour and mutually agreed upon by Licensor and Licensee, and to revegetate said affected areas with appropriate cover. Notwithstanding the foregoing, Licensor shall have the option, in Licensor's sole discretion, to authorize Licensee to leave in place all below-ground equipment, including below-ground waterlines, which will thereafter remain buried and abandoned, upon payment from Licensee to Licensor in the amount of [REDACTED] per lineal foot of line left in place. Licensee shall provide written notice to Licensor prior to commencement of any reclamation activities, which said notice shall provide Licensor with the total payment amount to leave the below-ground equipment in place. Licensor shall have thirty (30) days from the date of said notice to elect for Licensee to either proceed with reclamation or receive payment as set forth herein.

13. **Covenants Running with the Land and Binding Effect.** During the term of this Agreement, the rights, duties, and obligations undertaken in this Agreement by Licensor which are the subject hereof shall constitute covenants running with the land and shall be binding upon all successors in title to the Premises. Additionally, during the term of this Agreement, the rights, duties, and obligations undertaken in this Agreement by Licensee, which are the subject hereof, shall be binding upon all successors and assigns of Licensee.

14. **Rights and Remedies.** Nothing in this Agreement shall reduce or restrict or be deemed to reduce or restrict any rights, privileges, and benefits that Licensee may now or hereafter otherwise own, control, or acquire relative to the subject matter included in this Agreement. Conversely, this Agreement shall in no way be deemed or construed as Licensor waiving any rights or remedies which may be available to them under any local, state and/or federal laws or regulations, as it relates to future damages which may be caused as a result of the Stream Mitigation Activities, the Well Plugging Operations, and/or the mining or removal of the Pittsburgh seams of

coal, or any other seams of coal, by Licensee, including, but not limited to, those rights which may be available to Licensor as set forth in the Bituminous Mine Subsidence and Land Conservation Act of 1966, as amended (Act 54). Without limiting the foregoing, Licensor and Licensee hereby expressly acknowledge and agree Licensor is not waiving or releasing Licensee from any damages that may occur to Licensor's bridge located on the Premises, whether resulting from the Stream Mitigation Activities and/or Well Plugging Operations authorized by this Agreement, or by Licensee's future underground mining operations. In furtherance of the foregoing, prior to Licensee entering onto the Premises to conduct any Stream Mitigation Activities or Well Plugging Operations pursuant to this Agreement, a pre-mine inspection and report on the condition of Licensor's bridge shall be prepared and submitted to Licensor.

15. **Costs.** Licensee agrees to solely pay for all mitigation measures, fines, liabilities, taxes, and costs associated with this Agreement or the recording of any memorandum related thereto.

16. **No Warranty of Title.** Licensor does not warrant title and Licensee agrees that no claims will be made against Licensor pertaining to warranty of title. The sole responsibility for confirming title to the Premises shall be that of the Licensee.

17. **Insurance.** At all times while Licensee is conducting Stream Mitigation Activities and Well Plugging Operations on the Premises pursuant to this Agreement, Licensee will carry and maintain sufficient insurance for the work being conducted. Additionally, Licensee shall require all contractors and subcontractors who enter the Premises to furnish insurance in accordance with Licensee's standard contractor insurance requirements.

18. All other terms and conditions of the Agreement not modified or amended by this Addendum shall remain the same.

[Signature Page Follows]

Licensee Initials KMH

Licensor Initials AD/BCD

WITNESS:

Kim M Hagerman

Kim M Hagerman

LICENSOR:

Richard H. Davison
RICHARD H. DAVISON

Eloise K. Davison
ELOISE K. DAVISON

WITNESS:

Kim M Hagerman

LICENSEE:

CONSOL PENNSYLVANIA COAL
COMPANY LLC

By: Anthony M. Drezewski
Name: Anthony M. Drezewski
Title: Assistant Vice President

WITNESS:

Kim M Hagerman

CONSOL THERMAL HOLDINGS LLC

By: Anthony M. Drezewski
Name: Anthony M. Drezewski
Title: Assistant Vice President

Licensee Initials KMH

Licensor Initials RH, EKD

RECEIPT

Received from Consol Pennsylvania Coal Company LLC and CONSOL Thermal Holdings LLC (together, the "Licensee") the sum of [REDACTED] Dollars

[REDACTED] as voluntary and full payment for a License Agreement, over, upon, and across the property of the undersigned situate in Aleppo Township, Greene County, Pennsylvania, being identified as Greene County Tax Parcel No. 01-01-0120, payment delineated as follows:

License Agreement Payment [classified as "taxable event"]	[REDACTED]
Temporary Damage to Surface from Work Areas [classified as non-taxable event]	[REDACTED]
Pasture Area Loss/Damage [classified as non-taxable event]	[REDACTED]
Total	[REDACTED]

Received this 8 day of January, 2025.

WITNESS:

LICENSOR:

[Signature]

[Signature]
RICHARD H. DAVISON

[Signature]

[Signature]
ELOISE K. DAVISON

Licensee Initials KMH

Licensor Initials [Signature] / EKD

From: Donohue, Thomas E
Sent: Thursday, April 16, 2026 11:43 AM
To: patricktaylor@coreresources.com
Subject: 059-28336 Order to Plug
Attachments: 059-28336 Order to Plug.pdf; 059-28336_F. Weimer 1_1563022_OTP Application.pdf

The Department of Environmental Protection has completed its review of the Application for an Order to Clean Out and Plug or Replug a Non-Producing Gas Well under Section 13 (c) of Act 214.

The department hereby issues the attached Order pursuant to applicable laws and regulations for this activity and to specific conditions of the Order.

(Please ensure all necessary approvals such as alternative methods are reviewed and signed as appropriate before those particular activities commence.)

Thomas E. Donohue, P.G. | Environmental Program Manager
Department of Environmental Protection | District Oil & Gas Operations
400 Waterfront Dr. | Pittsburgh, PA 15222
Phone: 412.442.4004 | Fax: 412.442.4328
www.dep.pa.gov

From: Taylor, Patrick J. <Patricktaylor@coreresources.com>
Sent: Wednesday, March 18, 2026 3:49 PM
To: EP, SW OG-Submissions <RA-EPSW-OGSUBMISSION@pa.gov>
Cc: Wright, Kevin S. <KevinWright@coreresources.com>
Subject: [External] F. Weimer #1 (Consol 5446) 059-28336 Alternate Method & OTP Submission

ATTENTION: *This email message is from an external sender. Do not open attachments or click links from unknown senders. To report suspicious email, use the [Report Phishing button in Outlook](#).*

Good afternoon,

Please see the attached Alternate Method and Order to Plug for the well referenced above being submitted by Leatherwood LLC

Patrick Taylor
Well Plugging Engineer
Consol Pennsylvania Coal Company LLC
A Subsidiary of Core Natural Resources
📞 724.663.7103 | 📠 724.549.8515
corenaturalresources.com

*****Email Disclaimer:** The information contained in this e-mail, and in any accompanying documents, may constitute confidential and/or legally privileged information. The information is intended only for use by the designated recipient. If you are not the intended recipient (or responsible for delivery of the message to the intended recipient), you are hereby notified that any dissemination, distribution, copying, or other use of, or taking of any action in reliance on this e-mail is strictly prohibited. If you have received this e-mail communication in error, please notify the sender immediately and delete the message from your system.