OIL AND GAS LEASE

THIS OIL AND GAS LEASE ("Lease") made and entered into on this ___________ day of ___ 2013 (the "Effective Date"), by and between the Allegheny County Airport Authority, hereinafter designated "Authority" or "Lessor" and CNX GAS COMPANY LLC, a Virginia limited liability company, with its principal place of business at 1000 CONSOL Energy Drive, Canonsburg, PA 15317, and authorized to do business within the Commonwealth of Pennsylvania (the "Lessee"). Terms not otherwise defined within the text of this Lease shall have the meanings set forth in Section 46 hereof.

WITNESSETH:

WHEREAS, the County of Allegheny (hereinafter referred to as "County") is the owner of the property in and around Pittsburgh International Airport and Allegheny County Airport (hereinafter collectively referred to as the "Airports" and individually as "PIT" and "AGC", respectively); and

WHEREAS, the County transferred the operation of the Airports to the Authority and leased the property in and around the Airports to the Authority effective November 3, 1999, as more specifically set forth in the "Airport Operation Management and Transfer Agreement and Lease" dated September 23, 1999 (hereinafter referred to as the "Transfer Agreement"); and

WHEREAS, the County (i) leased to the Authority the Leased Minerals (as defined in Section 46) underlying PIT (as depicted on **Exhibit "A"**), including the Leased Minerals underlying lands that are contiguous or adjacent to PIT that are now owned or hereinafter acquired by County, and (ii) granted to the Authority certain surface rights for operations and related activities for the exploration, extraction, development, transportation and marketing of Leased Minerals, pursuant to that certain Oil and Gas Lease dated ____________, 2013 ("County Lease");

WHEREAS, pursuant to the County Lease, Lessor is authorized to lease the Leased Minerals underlying PIT and has made a determination that the leasing of Leased Mineral underlying PIT will be in the best interests of the Lessor and has authorized leasing of the same; and

WHEREAS, the proposed leasing of Leased Minerals underlying the Airports was duly advertised as required by law and on the completion of a competitive, sealed bid submission received by Lessor on or before December 5, 2012, and with bids submitted pursuant to such advertising, Lessee herein was found to be the highest responsible bidder.

NOW THEREFORE, in consideration of the foregoing and the mutual promises contained herein, and intending to be legally bound, the parties agree as follows:

1. LEASE TERM

1.01 Authority grants and leases exclusively unto Lessee all of Authority's right, title and interest in all Leased Minerals (and any constituents therefrom) from all formations deeper than the base of the Elk Formation underlying the Airport Lands and described on **Exhibit "A(I)"** and **"A-1(I)"**

containing 9,263 acres, more or less, and any accretions and/or Leased Minerals underlying lands that contiguous or adjacent to or in the vicinity of Airport Lands where the Authority now owns or controls or the Authority hereinafter owns or controls such Leased Minerals pursuant to the County Lease or otherwise (collectively, the "Leased Premises") for the sole purpose of exploring, drilling and producing Leased Minerals from such formations, laying pipelines, and building roads and tanks thereon, to produce, save, treat and process Leased Minerals, to store and transport (through pipelines or otherwise) Leased Minerals from the Leased Premises (or land(s) unitized therewith in accordance with paragraph 37 hereof) and to perform Drilling Operations related thereto, subject to the express limitations set forth in this Lease and for no other purposes without the express written consent of the Lessor.

1.02 This Lease shall remain in force for a term of Five (5) years from the Effective Date (the "Initial Term"), subject to Force Majeure and the conditions hereinafter set forth, particularly Section 20 (First Well) providing for the drilling of the first well at PIT within the first two (2) years of the Effective Date of the Lease, and shall continue, subject to Force Majeure: (a) from year-to-year thereafter so long as (i) any Leased Minerals are produced in paying quantities from the Leased Premises in accordance with the terms of this Lease, or (ii) Lessee demonstrates, to the Lessor's reasonable satisfaction, bona fide attempts to secure or restore the production of Leased Minerals by conducting site work, drilling, or reworking operations on the Leased Premises, or (b) pursuant to any other provision of this Lease that otherwise extends the term of this Lease.

1.03 No drilling activity shall occur at AGC until (a) Lessor has provided all required County approvals authorizing Lessee to commence drilling operations at AGC and (b) Lessor and the County have entered into a lease for the Leased Minerals underlying AGC, substantially similar to the County Lease and reasonably acceptable to Lessee (collectively, the "AGC Conditions"). Lessee shall deposit ________________________ DOLLARS ($______) for the bonus payment under Section 3.01 for the Leased Minerals underlying AGC ("AGC Bonus Payment") with an escrow agent acceptable to Lessor and Lessee ("Escrow Agent"). In the event that, within two (2) years after the Effective Date:

(i) the AGC Conditions have been satisfied, then (1) Lessor and Lessee shall enter into an addendum to this Lease ratifying Lessor's grant to Lessee of the Leased Minerals underlying AGC (and granting the Leased Minerals to Lessee) under the same terms as this Lease and execute an amendment to the memorandum of this Lease adding the Leased Minerals underlying AGC to the memorandum of this Lease and (2) Lessee shall authorize the Escrow Agent to release the AGC Bonus Payment to Lessor; or

(ii) the AGC Conditions have not been satisfied (1) Lessee shall have the right to terminate this Lease with respect to the Leased Minerals underlying AGC only, and (2) Lessor and Lessee shall authorize the Escrow Agent to release the AGC Bonus Payment to Lessee.

Unless and until the AGC Conditions have been satisfied, (A) Lessee shall not be obligated to make any payments (except the bonus payment to be paid into escrow as provided above) or perform any obligations with respect to the AGC acreage, (B) the Leased Premises under this Lease shall exclude AGC and (C) none of the terms or provisions contained in this Lease shall apply to the Leased Minerals underlying the AGC acreage. Lessor and Lessee agree to enter into a mutually agreeable escrow agreement with respect to the AGC Bonus Payment and the Defect

Acreage Payment (as provided in Section 3.07 hereof) ("Escrow Agreement").

2. LEASE RECORDING AND PUBLIC NOTICE

2.01 Within ninety (90) days following the receipt by Lessee of a fully executed copy of this Lease, the parties shall execute and Lessee shall record a Memorandum of Lease in Allegheny County, and provide a copy of the recorded Memorandum of Lease to the Lessor which clearly shows the recorded reference data.

3. RENT/TAXES

3.01 On the Effective Date, Lessee shall pay a bonus payment of FIVE THOUSAND DOLLARS ($5,000.00) per acre for the Leased Premises for the first year of the Initial Term hereof (which equates to a total payment of FORTY SIX MILLION THREE HUNDRED FIFTEEN THOUSAND DOLLARS ($46,315,000.00) based on a total acreage of 9,263), as follows: (a) Lessee shall pay Lessor ______________________ DOLLARS ($______) and (b) Lessee shall deposit in escrow __________________________ DOLLARS ($______) as described in Sections 1.03 and 3.07.

3.02 Lessee shall pay to Lessor rent for the Leased Premises for the second and third year of the Lease in the amount of THIRTY DOLLARS ($30.00) per acre each year, payable no later than the second and third anniversaries of the Effective Date. For the fourth year through the fifth year, Lessee shall pay to Lessor FIFTY DOLLARS ($50.00) per acre each year, payable on each anniversary of the Effective Date. In the event that the Lease continues or is extended beyond the Initial Term, the rent shall increase annually on each anniversary of the Effective Date based on the formula outlined in section 16.05.

3.03 The drilling of each well on the Leased Premises shall reduce the rent set out in Section 3.02 by the amount of rent on the number of acres attributable to each well to be calculated in the same manor as a Retained Tract as provided in Section 21 (Subsequent Wells), which reduction shall become effective on the next rent payment date, provided the applicable well is producing in paying quantities. If such wells are drilled on a unit created by a spacing order issued by the Department, or on a unit created by a voluntary unitization agreement entered into in accordance with Section 27, a well drilled on such unit shall reduce such rent by the amount of rent attributable to the acreage contained in the portion of the Leased Premises included in such unit.

3.04 Lessee shall have the right to shut-in or suspend production from a well subject to the terms and restrictions contained in this Lease. If during the term of this Lease a well capable of producing Leased Minerals from the Leased Premises is shut-in, suspended, or otherwise not producing for a period of sixty (60) consecutive days and the Leased Minerals generated thereby are not used or marketed, Lessee shall pay Lessor a rent payment outlined in section 3.02 for each such well at the full rental rate per square foot for the acreage attributable to the well to be calculated in the same manor as a Retained Tract as determined in Section 21 (Subsequent Wells) of the Lease.

3.05 Lessee shall also pay annual surface rent to the Lessor for each acre, or portion thereof, for surface used for well pads and pipelines. Such surface rent will be assessed per the following schedule.

Lease Years 1 through 5:	$0.120 ___ per square foot
Lease Years 6 through 10:	$0.138 ___per square foot
Lease Years 11 through 15:	$0.159 ___per square foot
Lease Years 16 through 20:	$0.183 ___per square foot
Lease Years 21 through 25:	$0.210 ___per square foot
Lease Years 26 through 30:	$0.241 ___per square foot

Year 1 will commence upon the Effective Date of this Lease. The surface rent for well pads and pipelines will be increased 15% every five years as provided above until the termination of the Lease or the abandonment of the well site in accordance with this Lease.

Lessor and Lessee have agreed that in lieu of the foregoing surface rent for well pads and pipelines, Lessee shall have the right to pay $29,600.00 per acre to use up to 125 acres of surface for well pads and pipelines (in approved locations) on the Leased Premises during the term of this Lease; provided, that Lessee shall earn an additional acre of surface to use for approved well pads or pipelines at no additional cost for every Horizontal Well Lessee drills in excess of 49 Horizontal Wells. In the event that Lessee needs to use more than 125 acres during the term of the Lease (plus any additional acres Lessee earns as provided in the foregoing sentence) of surface for well pads or pipelines, Lessee shall pay surface rent on such additional surface acreage on a per square foot basis as shown in the chart above. Lessee shall make the per acre payment described in this paragraph for the acreage attributable to the well pad or pipeline (or portion thereof) to be used at that time by Lessee on or before the date Lessee commences construction of the well pad or pipeline (or portion thereof) on the Leased Premises; provided that, for purposes of clarification Lessee shall make a series of one-time payments as it uses surface acreage for well pads and portions of pipelines. In consideration of the surface payment(s) and other payments made by Lessee in connection with this Lease and in addition to the acreage described in the foregoing sentence, Lessor hereby grants Lessee the right to temporarily use (a period of less than one (1) year) portions of the surface of the Leased Premises for construction, impoundments and other uses and facilities related to the well pads and the pipelines (specifically excluding compressor stations not on a well pad) in connection with Lessee's operations under this Lease at no additional cost to Lessee.

Once Lessee has approved any well pad location or pipeline location, at the request of Lessee, Lessor and Lessee shall (i) enter into a separate surface use agreement, substantially in the form attached as **Exhibit "P"**, for the well pad(s) on terms acceptable to Lessor and Lessee which includes reasonable and convenient licenses or rights of way for pipelines, pole lines, roadways and other facilities through and over portions of the Leased Premises to use and operate on the Leased Premises, and (ii) enter into a separate pipeline right-of-way on terms acceptable to Lessor and Lessee and substantially in the form attached as **Exhibit "P"**.

3.06 Taxes and Assessments.

(a) Except as otherwise provided herein, Lessee shall pay or cause to be paid, prior to delinquency, the Impositions. Lessee will furnish to Lessor, promptly after demand therefor, proof of payment of all Impositions which are payable by Lessee. To the extent permitted, Lessee may pay such Impositions in installments. Lessee shall be liable only for Impositions which become due and payable during and applicable to the term of this Lease. Lessee shall have the right to contest any and all Impositions at its cost and expense and Lessor shall cooperate in any such contest by Lessee.

(b) Lessee shall pay or cause to be paid when due all taxes or charges now or hereafter imposed with respect to any business conducted on the Leased Premises by Lessee or any fixtures or personal property included in or on the Leased Premises and used in connection with the Leased Premises or any such business.

(c) Upon the expiration or termination of this Lease for any reason, Lessee shall pay Lessor an amount equal to all Impositions due hereunder in respect of or related to the Leased Premises between the Effective Date and the expiration of the term of this Lease, prorated to the date of expiration or termination, as the case may be, based upon the most recent tax rates and property valuations available. The proration of Impositions at the termination or expiration of this Lease shall be subject to readjustment after termination or expiration based upon the Impositions actually levied in respect of or related to the Leased Premises. Any such readjustment after the termination or expiration of this Lease shall be repaid to Lessee or paid to Lessor, as applicable, within forty-five (45) days after either party's initial receipt of the actual levies of Impositions to provide for time to calculate the under or over payment(s).

3.07 Adjustments.

(a) Lessee shall have up to 180 days after the Effective Date to undertake a title review of the Leased Premises and, in the event a title search discloses a title defect which Lessee notifies Lessor of within such 180 day period, Lessor shall have until the Title Dispute Date (as defined in Section 46) to either cure such defect or provide Lessee with its own title search evidencing that there is no title defect or evidencing Lessor's ownership of the disputed acreage, as applicable. In the event that Lessor is unable to cure the defect or has not provided evidence that there is no title defect or evidence of Lessor's ownership and such defect/ownership issue is a material title defect (as defined in Section 46), Lessor will pay Lessee the portion of the bonus payment described in Section 3.01, attributable to the affected acreage, but only to the extent the bonus payment attributable to all acreage affected by any material title defect(s) exceeds $500,000 in the aggregate. In the event either the Lessee's title search or a subsequent title search conducted by Lessor indicates there is additional acreage in the vicinity of, adjacent to or contiguous to the "property line" of the Airport Lands as depicted on **Exhibit "A"** or **Exhibit "A-1"** where Lessor owns or controls or hereinafter owns or controls the Leased Minerals underlying such additional or contiguous lands, Lessee shall make an additional bonus payment to Lessor in the amount calculated in accordance with section 3.01 and the parties shall enter into an amendment to this Lease and an amendment to the memorandum of this Lease evidencing the addition of the Leased Minerals underlying such lands. In the event that during the 180 day period it is determined that Lessor does not have title to more than 80% of the Leased Premises, Lessee has the option to surrender this Lease and Lessor shall repay all bonus payments made pursuant to Section 3.01.

(b) Lessor acknowledges and agrees that prior to the execution of this Lease, Lessee notified Lessor of certain title defects related to ______ acres of the Leased Premises as described on **Exhibit "N"** ("Defective Acreage"). Lessor shall have 12 months from the Effective Date to cure the title defects related to the Defective Acreage to Lessee's satisfaction. Lessee shall deposit _____ ________________________ DOLLARS ($______) for the bonus payment under Section 3.01 for the Defective Acreage ("Defective Acreage Bonus Payment") with the Escrow Agent (as defined in Section 1.03 hereof). In the event that, on or before the Title Dispute Date:

(i) Lessor and Lessee mutually agree that the title defects related to the Defective Acreage have been resolved to the reasonable satisfaction of Lessee, then (1) Lessor and Lessee shall enter into an addendum to this Lease ratifying Lessor's grant to Lessee of the Leased Minerals underlying the Defective Acreage (and granting the Leased Minerals, as reasonably requested by Lessee) under the same terms as this Lease and execute an amendment to the memorandum of this Lease adding the Defective Acreage to the memorandum of this Lease and (2) Lessee shall authorize the Escrow Agent to release the Defective Acreage Bonus Payment to Lessor; or

(iii)the title defects related to the Defective Acreage have not been satisfied to the reasonable satisfaction of Lessee, (1) Lessee shall have the right to terminate this Lease with respect to the Defective Acreage only, and (2) Lessor and Lessee shall authorize the Escrow Agent to release the Defective Acreage Bonus Payment to Lessee.

Unless and until, Lessor and Lessee mutually agree that title defects for the Defective Acreage have been resolved, (A) Lessee shall not be obligated to make any payments (except the bonus payment to be paid into escrow as provided above) or perform any obligations with respect to the Defective Acreage, (B) the Leased Premises under this Lease shall exclude the Defective Acreage and (C) none of the terms or provisions contained in this Lease shall apply to the Defective Acreage. The Defective Acreage Bonus Payment shall be part of the Escrow Agreement (as defined in Section 1.03).

(c) If Lessor and Lessee are unable to agree on the resolution of any title defect (a "Title Dispute") by the Title Dispute Date, then either party shall have the right to elect, upon written notice to the other party, to initiate arbitration to resolve such Title Dispute. All Title Disputes shall be exclusively and finally resolved pursuant to this Section. There shall be a single arbitrator, who shall be a title attorney with at least ten years of experience in oil and gas titles involving properties in Allegheny County, Pennsylvania or nearby counties in Pennsylvania (the "Title Arbitrator"). The Title Arbitrator shall be selected by mutual agreement of Lessor and Lessee within 15 days after the election by a party to utilize the provisions of this Section with respect to a Title Dispute. If the parties cannot agree on the Title Arbitrator, the Pittsburgh, Pennsylvania office of the AAA shall appoint the Title Arbitrator who is a title attorney with at least ten years of experience in oil and gas titles involving properties in Allegheny County, Pennsylvania or nearby counties in Pennsylvania and under such other conditions as the AAA in its sole discretion deems necessary or advisable. The place of arbitration shall be Pittsburgh, Pennsylvania, and the arbitration shall be conducted in accordance with the AAA Rules, to the extent such rules do not conflict with the terms of this Section. The Title Arbitrator's determination shall be made within 30 days after submission of a Title Dispute and shall be final and binding upon both parties, without right of appeal; provided, that if 30 days is not reasonably possible, the Title Arbitrator's determination shall be made within 90 days after submission of the Title Dispute. In making his/her determination, the Title Arbitrator shall be bound by the rules set forth in this Section and, subject to the foregoing, may consider such other matters as, in the opinion of the Title Arbitrator, are necessary to make a proper determination. The Title Arbitrator shall act for the limited purpose of determining the specific Title Dispute(s) submitted by either party. The Title Arbitrator may not award damages, interest or penalties to either Party with respect to any Title Dispute. The Title Arbitrator's award shall be determined based on the terms of this Lease. The parties shall each bear their own legal fees and other costs of presenting its case to the Title Arbitrator. Each party shall bear one-half of the costs and expenses of the Title Arbitrator. Judgment on any award rendered by the arbitrator may be entered in any court of competent jurisdiction.

4. GAS ROYALTY AND LIQUID HYDROCARBON ROYALTY

4.01 Lessee shall operate each well with a discrete well meter, which will measure all gas produced from that well at the well head. Lessee shall ensure that all meters are maintained and calibrated according to industry standards.

4.02 Lessee shall pay to Lessor, a royalty (the "Gas Royalty") of THIRTY-FIVE CENTS ($0.35) per thousand cubic feet (Mcf) or EIGHTEEN PERCENT (18%) of the first of the month index for the Texas Eastern Transmission Corp. M2 Receipts as reported in Platts Inside Ferc's Gas Market Report (the "market value") or a mutually agreed upon index should this index be discontinued, whichever is higher, for all gas sold by Lessee from the Processing Plant from wells located on the Leased Premises or lands unitized therewith (subject to proportionate adjustment as provided in Section 27 hereof). The Gas Royalty shall be payable monthly and shall not be reduced by any Deductions (as defined in Section 4.05).

4.03 Lessee shall pay to Lessor, a royalty (the "Hydrocarbon Royalty"), of EIGHTEEN PERCENT (18%) of the actual price received by Lessee based on an arms-length agreement with an unaffiliated company, for all liquid hydrocarbons (defined in paragraph 46) sold from the Processing Plant from wells located on the Leased Premises or lands unitized therewith (subject to proportionate adjustment as provided in Section 27 hereof). The Hydrocarbon Royalty shall be payable monthly and shall not be reduced by any Deductions.

4.04 Lessor may, at its option, however, upon 90 days written notice to Lessee demand that Lessee deliver to the credit of Lessor, as payment of the Gas Royalty and Hydrocarbon Royalty, free of cost, at the well head, the equal 18% part of all marketable gas and liquid hydrocarbons produced and saved from the Leased Premises. Any election to take production in-kind shall continue for at least 1 year and thereafter until Lessor provides Lessee 90 days written notice that Lessor no longer wants to take production in kind. The amount to be available to Lessor at the wellhead will be the EIGHTEEN PERCENT (18%) part of the gas and liquid hydrocarbons produced from the Leased Premises or lands unitized therewith (subject to proportional adjustment as provided in Section 27). Lessee shall calculate and deliver a gas balancing statement on a quarterly basis to the Lessor in order to ensure that the Lessor receives its EIGHTEEN PERCENT (18%) share of the marketable gas and liquid hydrocarbon production. Adjustments for overage or underage delivery of the Lessor's Gas Royalty and Hydrocarbon Royalty shall be made by reducing or increasing future delivery gas volumes to the Lessor's account.

4.05 The Authority's Gas Royalty and Hydrocarbon Royalty shall never be reduced, either directly or indirectly, by any part of the costs or expense of production, drilling, exploration, permitting, separation, gathering, dehydration, compression, transportation, trucking, processing, treatment, storage, or marketing of the gas or liquid hydrocarbons produced from the Leased Premises or any part of the costs of construction, operation, repair, renovation or depreciation of any plant or other facilities or equipment used in the handling of gas or liquid hydrocarbons (such costs and expenses shall be "Deductions"). The Authority's Gas Royalty or Hydrocarbon Royalty shall never be reduced, either directly or indirectly by any part of the costs or expense of the Impositions.

5. OIL ROYALTY

5.01 Lessee shall pay to Lessor, a royalty (the "Oil Royalty"), of EIGHTEEN PERCENT (18%) of the actual price received by Lessee based on an arms-length agreement with an unaffiliated company, for all oil (as defined in paragraph 46) sold from wells drilled on the Leased Premises or lands unitized therewith (subject to proportionate adjustment as provided in Section 27 hereof).

5.02 Lessor may, at its option, however, upon 90 days written notice to Lessee demand that Lessee deliver to the credit of Lessor, as payment of the Oil Royalty, free of cost, at the wellhead, the equal EIGHTEEN PERCENT (18%) part of all oil produced and saved from the Leased Premises. Any election to take production in-kind shall continue for at least 1 year and thereafter until Lessor provides Lessee 90 days written notice that Lessor no longer wants to take production in kind. The amount to be delivered to Lessor at the wellhead shall be the EIGHTEEN PERCENT (18%) part of the oil produced from the Leased Premises or lands unitized therewith (subject to proportional adjustment as provided in Section 27).

5.03 Lessee shall provide tanks or other appropriate storage for accurately measuring any oil produced from the Leased Premises. Lessee shall gauge, measure, sample, and test all petroleum and petroleum products in accordance with API Standard 2500, "Measuring, sampling, and testing crude oil," Second Edition, March 1961, or as subsequently amended by the same authority. Observed gravity at the observed temperature shall be corrected to (API) gravity and volume at sixty degrees Fahrenheit (60° F) as per the American Society for Testing Materials and the Institute of Petroleum, "ASTM-IP petroleum measurement tables" (ASTM designation No. 1250; IP designation 200).

6. PAYMENTS

6.01 Lessee shall be held responsible for the payment of all rents and Royalties. **Payments shall be mailed to:**

Allegheny County Airport Authority
PO Box 642623
Pittsburgh, PA 15264-2623

All checks shall be made payable to the Allegheny County Airport Authority. Payments of Royalties shall be made within sixty (60) days after each monthly sales period.

6.02 Lessee shall submit statements in a form mutually agreed to by the parties within ninety (90) days after each monthly sales period.

6.03 When Lessee has failed to make any payment due under this Lease for thirty (30) days, Lessee shall pay an additional twelve percent (12%) annual interest on the overdue amount calculated from the time payment was due. Payment of such interest shall not waive Lessee's duty to make timely payments under this Lease or limit Lessor's remedies for Lessee's failure to pay on time as provided in Section 37 hereon.

7. GAS MEASUREMENT

7.01 The volume of gas produced, saved, and marketed shall be measured according to American Gas Association (AGA) standards, Boyle's Law for the measurement of gas under varying pressures, and on the following:

(a) The unit of volume for the purpose of measurement shall be one (1) cubic foot of gas at a temperature of sixty degrees Fahrenheit (60° F) and an absolute pressure of 14.73 pounds per square inch.

(b) The average absolute atmospheric pressure shall be assumed to be 14.4 pounds to the square inch, regardless of actual elevation or location of point of delivery above sea level or variations in such atmospheric pressure from time to time.

(c) The temperature of the gas passing the meters shall be determined by the continuous use of a recording thermometer installed in a manner that properly records the temperature of the gas flowing through the meters. The arithmetic average of the temperature recorded each 24-hour day shall be used in computing gas volumes. If a recording thermometer is not installed, or if installed and not operating properly, an average flowing temperature of sixty degrees Fahrenheit (60° F) shall be used in computing gas volume.

(d) The specific gravity of the gas shall be determined by tests made by the use of an Edwards or Acme gravity balance or other industry approved method that is approved by the Lessor (which approval shall not be unreasonably withheld or delayed), annually, or at such intervals as are found necessary in practice. Specific gravity so determined shall be used in computing gas volumes.

(e) The deviation of the natural gas from Boyle's Law shall be determined by tests annually or at such other shorter intervals as are found necessary in practice. The apparatus and the method to be used in testing shall be in accordance with recommendations of the Natural Bureau of Standards of the Department of Commerce, or Report No. 3 of the Gas Measurement Committee of the American Gas Association, or any amendments thereof, or any other mutually agreed upon method. The results of such tests shall be used in computing the volume of gas delivered hereunder.

(f) Gas compositional analyses by chromatograph or other approved methods shall be completed as necessary or upon written request and within a timeframe specified by the Lessor, for the determination of gas composition, specific gravity and BTU content. A copy of the results of all such analyses, whether completed at the specific request of the Lessor or not, shall be provided by the Lessee to the Lessor for its records within ninety (90) days of the date of the test.

(g) The following factors used in the calculation of produced gas volumes shall be clearly specified on the meter statements:

Basic orifice factor (Fb)
Reynolds number factor (Fr)
Expansion factor (Y)
Pressure base factor (Fpb)
Temperature base factor (Ftb)
Flowing Temperature factor (Ftf)
Specific gravity factor (Fg)
Supercompressibility factor (Fpv)

8. AUDITS

8.01 At Lessor's request, Lessee shall furnish to Lessor or make available to Lessor at Lessee's offices (as provided in Section 25.05) electronic versions of the meter charts covering the production of each well on the Leased Premises. Lessee shall furnish to Lessor or make available to Lessor at Lessee's offices (as provided in Section 25.05) any statements furnished to Lessee by any person or corporation to whom Lessee delivers for sale or transport any Leased Minerals produced from the Leased Premises.

8.02 If requested by Lessor, Lessee agrees to authorize or direct any person, association, company, partnership, corporation, or other entity to whom it sells or furnishes Leased Minerals produced from any well covered by this Lease to disclose and exhibit accounts and other instruments to representatives of Lessor at Lessor's request having to do with the transactions involving payment to Lessee, its heirs, administrators, executors, successors, and assigns for Leased Minerals from wells covered by this Lease, provided, however, Lessor agrees that, during the time period set forth in Section 25.05, such person, association, company, partnership, corporation, or other entity shall be directed to deliver the accounts and other information to Lessee's offices and Lessee make the accounts and other information available to Lessor at Lessee's offices (as provided in Section 25.05). Any Information delivered to Lessor or available to Lessor pursuant to this Section 8.02 shall be subject to the terms of Section 26 hereof.

8.03 Lessee further grants to Lessor or Lessor's designated representative the right, at any time, to examine, audit, or inspect books, records, and accounts of Lessee, at Lessee's office, pertinent to the purpose of verifying the accuracy of the reports and statements furnished to Lessor, and for checking the amount of payments due under the terms of this Lease. Lessee agrees to provide every aid or facility to enable such audit to be made by Lessor. If such audit should disclose any gross error (i.e., deficiency of equal to or greater than 3% of reported volume) or fraud by Lessee in payment of royalties, then Lessee shall pay the cost and expense of the audit together with the deficiency. However, in case of a corporate fraud (as defined in Section 46), such payments shall not preclude Lessor in its discretion from terminating this Lease upon delivery to Lessee of written notice of Lessor's intention. Any books, records, and Information made available to Lessor or its representative pursuant to this Section 8.03 shall be "Information" (as defined in Section 25.05), shall be subject to the terms of Section 26 hereof and Lessor's representative shall agree to treat such Information as confidential in accordance with Section 26 of this Lease.

9. INTERPRETATION

9.01 In case of ambiguity, the Lease shall not be construed in favor of or against Lessor or Lessee as a result of drafting or otherwise.

10. LIMITATION ON WARRANTY

10.01 Lessor represents and warrants that Lessor is not currently receiving, has not received in the five (5) year period immediately preceding the Effective Date and, to Lessor's knowledge, has not received at any time before the five (5) years prior to the Effective Date any rentals, royalties, shut-in royalties, delay rentals or any other payments related to all or any portion of the Leased Premises or the Leased Minerals. The Lessor is considered to be the owner of or to control the Leased Minerals under the Airport Lands but makes no warranty as to the presence of Leased Minerals, nor as to its ownership thereof. In the event of a determination by compromise or by a final judgment of a court of competent jurisdiction that the Lessor does not have title to all or part of the Leased Minerals under the Leased Premises, then Lessee shall pay the Lessor royalties thereafter accruing in proportion to the Lessor's ownership. Any sums of money previously paid pursuant to the terms of the Lease shall not be reimbursable to Lessee, except as hereinafter provided in this paragraph. In the event of an adverse claim affecting title to all or a portion of the Leased Mineral under the Airport Lands, the party receiving such adverse claim shall give notice of such claim to the other party and Lessor may enter into an escrow arrangement for future royalties accruing to such disputed portion under terms and conditions proper to safeguard the rights and interests of the Lessor. In the event an adverse claimant files suit against the Lessor or against Lessee claiming title to all or a portion of the Leased Minerals under the Airport Lands, or if the Lessee, after receiving notice of an adverse claim, institutes litigation in a court of competent jurisdiction to secure an adjudication of the validity of the claim, the royalties accruing to the litigated portion shall be placed in an escrow account until such time as the ownership of the disputed interest shall be determined by a court of competent jurisdiction. The royalties placed in escrow shall be refunded at the direction of the court in an amount proportionate to the outstanding title if it is finally determined by compromise or by a court of competent jurisdiction that all or part of such Leased Minerals are not owned by the Lessor.

10.02 Any proportionate reduction under Section 10.01 shall reduce the bonus payments or rents payable under this Lease, provided that Lessee may recover through royalties or otherwise past bonus payments or rental payments to the extent that they exceed $500,000 in the aggregate. If as a result of a final compromise or determination of a court of competent jurisdiction Lessor does not have title to the Leased Minerals under more than 80% of the Airport Lands and cannot cure the defect within twelve (12) months thereafter, Lessee has the option to recover a pro rated amount of the past payments made to Lessor including, but not limited to, royalty payments, bonus payments and delay rent, such pro ration shall be based on the actual amounts paid for the tracts for the portion of the Leased Premises affected.

11. LAWS, RULES AND REGULATIONS

11.01 Nothing in this Lease shall in any way be so construed as to impair the powers, privileges or duties of the Lessor, or its representatives, in the execution of Applicable Law.

11.02 At all times the Lessee will comply with and conduct all operations hereunder in strict compliance with all current and future laws, codes, rules, regulations, ordinances, and permits, of the Federal Aviation Administration, and the airport sponsor's federal obligations with the FAA. The Lessee may not take any action that would cause the Lessor to violate its federal obligations. The Lessee shall also comply with all other current and future federal, state, and local laws, codes, rules, regulations, ordinances and permits.

11.03 The Lessee is solely responsible for obtaining any and all local, State or Federal permits or other approvals necessary for and associated with any of the operations related to this Lease, and shall be held liable by the Lessor, any agency of the Commonwealth, or any other local or Federal authority for the violation or non-compliance of any Applicable Laws.

11.04 Except (a) as described in Lessee's Water Management Plan which has been approved by the PaDEP and Lessor, and/or (b) the use of any fluids produced from Lessee's wells on the Leased Premises in connection with the operations conducted pursuant to this Lease which use has been approved by Lessor, Lessee will not be allowed to use sources of water other than public water without the written permission of the Lessor which permission shall not be unreasonably withheld. If other sources are allowed (including sources approved as described in Lessee's Water Management Plan and fluids produced from Lessee's wells on the Leased Premises) Lessee shall strictly adhere to all rules, regulations and requirements governing the withdrawal and use of surface and ground waters as administered by the Department of Environmental Protection, or any river basin commission, agency or authority having designated jurisdiction of the waters of the Commonwealth. In addition, Lessee shall obtain written authorization from the Lessor prior to using surface waters located on the Leased Premises for any other well drilling or well development operations. Lessor reserves the right to deny any such request(s) without cause.

11.05 This Lease does not constitute an estate or interest in submerged lands pursuant to Section 15 of the Dam Safety and Encroachment Act, act of November 26, 1978, P.L. 1375, No. 325, as amended, 32 P.S. § 693.15.

12. INDEMNITY AND HOLD HARMLESS

12.01 LESSEE AGREES TO INDEMNIFY, DEFEND AND HOLD HARMLESS LESSOR, AND LESSOR'S REPRESENTATIVES, BOARD MEMBERS, AGENTS, EMPLOYEES, SERVANTS, CONTRACTORS, AND ANY OTHER PERSON ACTING UNDER LESSOR'S DIRECTION AND/OR CONTROL, AND LESSOR'S SUCCESSORS AND ASSIGNS, AGAINST ALL EXPENSES, CLAIMS, DEMANDS, LIABILITIES, AND CAUSES OF ACTION OF ANY NATURE FOR INJURY TO OR DEATH OF PERSONS AND LOSS OR

DAMAGE TO PROPERTY, INCLUDING, WITHOUT LIMITATION, REASONABLE ATTORNEY FEES, REASONABLE EXPERT FEES AND COURT COSTS, CAUSED BY LESSEE'S OPERATIONS ON THE LEASED PREMISES OR LESSEE'S MARKETING OF PRODUCTION FROM THE LEASED PREMISES OR ANY VIOLATION OF ANY ENVIRONMENTAL PROVISIONS BY LESSEE. AS USED IN THIS PARAGRAPH, THE TERM "LESSEE" INCLUDES LESSEE, ITS AGENTS, EMPLOYEES, SERVANTS, CONTRACTORS, AND ANY OTHER PERSON ACTING UNDER THE DIRECTION AND CONTROL OF LESSEE AND LESSEE'S INDEPENDENT CONTRACTORS. THIS INDEMNITY SHALL BE AS GREAT AS THE LAW ALLOWS, AND LESSEE SHALL INDEMNIFY AND HOLD AUTHORITY HARMLESS FOR ALL LOSS, COST, DAMAGE OR EXPENSE OF EVERY KIND AND NATURE, WHETHER THE RESULT OF LESSEE'S SOLE NEGLIGENCE, CONCURRENT OR COMPARATIVE NEGLIGENCE, OR STRICT LIABILITY. TO THE EXTENT, AND ONLY TO THE EXTENT, THE FOREGOING INDEMNITIES ARE, BY LAW, EITHER INAPPLICABLE OR NOT ENFORCEABLE; LESSEE AND LESSOR SHALL EACH BE RESPONSIBLE FOR THE RESULTS OF ITS OWN ACTIONS AND FOR THE ACTIONS OF THOSE PERSONS AND ENTITIES OVER WHICH IT EXERCISES CONTROL. LESSEE'S INDEMNITY OBLIGATIONS SURVIVE THE TERMINATION OF THIS LEASE.

12.02 In no case shall Lessor waive its right to assert a defense of sovereign immunity to any claim for damages, pursuant to any legal authority established in the Commonwealth which permits use by the Lessor of a sovereign immunity defense.

12.03 Subject to the terms of this Section 12.03, Lessor agrees to defend and hold harmless Lessee, its successors and assigns against all expenses, claims, demands, liabilities, and causes of action brought by any party claiming ownership of the Leased Minerals in and under any part of the Leased Premises by reason of a de facto condemnation or a title defect, including, but not limited to, lack of notice, relating to any condemnation brought by Lessor or any other prior owner of the Leased Premises, but only to the extent that (i) said expenses, claims, demands, liabilities, or causes of action exceed $250,000 in the aggregate, (ii) the facts and circumstances which are the basis for the claim were not revealed to Lessee in writing prior to the execution of this Lease, and (iii) the claim relates to a negligent act or omission by or willful misconduct of Lessor. To the extent that this Section is inconsistent with the terms of Section 10, the terms of this Section shall prevail. Lessor's obligations shall survive the termination of this Lease.

13. LIABILITY

13.01 Lessee shall be liable and responsible for any pollution or other damage to any portion of the environment in or adjacent to the Leased Premises which occurs as a result or consequence of Lessee's occupation and use of the Leased Premises, regardless of whether or not such pollution or damage is due to negligence or to the inherent nature of Lessee's operations, unless an independent intervening cause is found to be the sole proximate cause of the pollution or damage. In any action for civil damages brought under this section, a presumption shall exist that, but for Lessee's occupation and use of the Leased Premises, the pollution or other damage would not have occurred; Lessee shall have the burden of presenting evidence to rebut this presumption.

13.02 Lessor shall not be liable to Lessee for any time during which the Leased Premises cannot be used.

14. ASSIGNMENTS

14.01 Lessee shall not use, or allow to be used, the Leased Premises for any purpose other than those uses specifically authorized by this Lease and shall not assign, sublet or "Farm Out" the Leased Premises in whole or in part at any time or from time to time without the prior written consent of Lessor, which consent shall not be unreasonably withheld or delayed; provided, however, Lessee shall be permitted, without the consent of Lessor, to (i) assign an undivided 50% interest in this Lease to Noble Energy, Inc. so long CNX Gas Company LLC remains the operator for all purposes of this Lease and/or (ii) collaterally assign this Lease to Lessee's lender, mortgage the leasehold created by this Lease or otherwise encumber this Lease, the Leased Premises or the Leased Minerals in connection with Lessee's credit facility; provided, however, that any entity whom such lender may utilize (whether by further assignment or otherwise) to conduct drilling operations shall be subject to and comply in all respects with this Lease. Lessee shall make application to obtain such consent, if required, in writing accompanied by a plat to Lessor describing the portion of the Leased Premises to be assigned and the interest therein if less than the whole, together with the interest retained by Lessee. Assignee shall agree in writing to be bound by all of the terms and provisions of the Lease and shall furnish a surety or performance bond satisfactory to Lessor on terms and to the extent required by this Lease. Upon Lessor's consent to the assignment (if required) and assignee's assumption of all liability under this Lease arising or accruing subsequent to the date of such assignment as to the part or parts so assigned, Lessee shall be released from all such liability; and assignee shall be deemed to have assumed and be responsible for the covenants, conditions, and obligations of this Lease as to the part or parts assigned. In the event that a portion only of the Leased Premises is assigned, the default of any of the covenants, conditions, or obligations of this Lease by one of the holders of a portion of the Leased Premises created by an assignment will not affect the interests of a party not in default.

14.02 At all times during the term of this Lease, Lessor shall have a right of first refusal to purchase any well which Lessee has elected to sell, assign or otherwise transfer (the "Purchase Refusal Right"). Upon the receipt of a bona fide offer to purchase one or more wells (which bona fide offer must be from a third party unrelated to Lessee), Lessee shall immediately deliver a copy of such offer to Lessor. Within thirty (30) days after receipt of such notice, Lessor shall either offer or decline to purchase all well(s) identified in the notice for the proposed purchase price and upon such other terms and conditions as are contained in such bona fide offer. Failure to exercise the Purchase Refusal Right in writing within such thirty (30) days shall be deemed to be a rejection of such Purchase Refusal Right. Notwithstanding the foregoing, if Lessor fails to exercise the Purchase Refusal Right and Lessee does not transfer or convey the well(s) pursuant to the bona fide offer within one hundred and eighty (180) days after Lessee's receipt of the bona fide offer, Lessor's Purchase Refusal Right shall be reinstated.

14.03 Lessor may, at any time, assign or delegate any or all of its rights hereunder and such assignee shall assume all of the rights, remedies, covenants, and obligations of Lessor.

15. RELATED AGREEMENTS

15.01 Upon request by the Lessor, Lessee shall furnish or make available to Lessor at Lessee's offices (as provided in Section 25.05) a copy of all agreements, letters or other memoranda made by or provided to the Lessee which in anyway concern the development, operation, or sale of products related to this Lease ("Related Agreements"); *provided, however*, if the terms of any such Related Agreement prohibits Lessee from disclosing such Related Agreement (or specific terms or provisions contained therein), Lessee shall use commercially reasonable efforts to obtain a consent to disclose the Related Agreement (or specific terms or provisions contained therein) which efforts shall include making a request to the third-party to the applicable Related Agreement and assisting Lessor and such third party in attempting to negotiate terms agreeable to Lessor and such third party for the disclosure to Lessor of such Related Agreement (or specific terms or provisions contained therein) which disclosure shall be subject to confidentiality terms acceptable to the third party, in its sole discretion; *provided further, however*, Lessor acknowledges and agrees that Lessee cannot control whether such third party will ultimately agree to disclose the Related Agreement (or specific terms or provisions contained therein).

16. FINANCIAL SECURITY

16.01 Lessee shall provide the Lessor with an irrevocable letter of credit in a form acceptable to Lessor in the amount of ten percent (10%) of the total bonus rental payment due under Section 3.01 of this Lease. The Lessor shall consider security consistent with this requirement provided to the Lessor by Lessee at the time Lessee submits its bonus bid to satisfy this requirement upon the Effective Date. Lessor acknowledges that Lessee's delivery of the cashier's check with it's bid satisfies this requirement and shall credited against the bonus payment due under this Lease on the Effective Date. The letter of credit shall be returned upon receipt of the bonus rental payment due under Section 3.01.

16.02 Lessee shall provide Lessor with financial security in a form acceptable to Lessor (*i.e.*, surety bond, irrevocable letter of credit with evergreen provisions, bank certificate of deposit, *etc.)* for the principal sum of **ONE MILLION DOLLARS ($1,000,000.00)** conditioned on the faithful performance by Lessee of the covenants of this Lease (the "Performance Security"). The performance security shall be further conditioned that, in the event Lessee shall fail to remove its equipment and machinery or properly abandon all wells within one (1) year from the termination of this Lease, Lessor can execute upon the Performance Security to pay for the cost of removal of the equipment and machinery and proper abandonment of the well or wells. In addition, the Performance Security shall be conditioned in favor of the Lessor for all damages that may arise as a result of fires, accidents, pollution, or any other causes brought about by Lessee or Lessee's agents occupying the Leased Premises.

16.03 Additionally, in the event that Lessee's Shareholder Equity as defined in Lessee's audited financial statements, falls below Five Hundred Million Dollars ($500,000,000.00), Lessee shall provide Lessor with financial security in a form acceptable to Lessor (*i.e.*, surety bond, irrevocable letter of credit with evergreen provisions, bank certificate of deposit, *etc.)* in an amount equal to or exceeding the reasonably expected estimated total cost of plugging any well one (1) year after its completion as a producer or shut-in well (the "Well Plugging Security"). This Well Plugging Security shall remain in effect until the plugging and abandonment of the well has been completed in compliance with applicable state law and the well site has been restored and re-vegetated to substantially the same condition as existed on the Effective Date, as reasonable determined by Lessor. The minimum Well Plugging Security coverage per well acceptable to Lessor as of the date of this Lease is as follows and shall be based on the well's measured depth (MD), regardless of its true vertical depth.

Measured Depth (MD)	Minimum Surety Amount
Less than 5000'	$10,000
5000' to 8500'	$30,000
8500' to 10,000'	$50,000
10,000' and Deeper	$100,000

16.04 Every five (5) years during the term of this Lease, and effective on each anniversary of the Effective Date, new financial security amounts for any security Lessee is obligated to provide at the time of adjustment may be instituted at the option of Lessor by notice in writing from Lessor to Lessee at least six (6) months prior to the anniversary date. Such new security amounts shall equal the original security amounts set forth in paragraphs 16.02 and 16.03 herein adjusted for inflation so that the security amounts will adequately cover the expected Lease obligation costs prevailing at the time of adjustment. The new adjusted security amounts will be rounded off to the nearest ONE THOUSAND DOLLARS ($1,000.00) and will be computed as set forth in Section 16.05 below.

16.05 The adjustment to the security set forth in Sections 16.02 and 16.03 and/or the rent set forth in 3.02 will be computed by multiplying the original security amounts set forth herein by a ratio derived from the Producers Price Index for All Commodities using a base of 1982 = 100, compiled and issued monthly by the U.S. Bureau of Labor Statistics, as follows: The numerator of the ratio shall be the index number for the item "All Commodities" for the month appearing in the issue of the index most recently preceding the anniversary when the security adjustment is made. The denominator of the ratio shall be the index number for the item "All Commodities" for the month of **__________, 2012.** The parties agree that such index number is **______.** If the base period of such index should change to other than 1982 = 100, the aforementioned numerator shall be adjusted by the usual method of linkage of base periods to the end that the ratio shall accomplish its purpose; namely, to adjust the dollar amount of the security or rental for changes in the price level between the date of this agreement and the date when the adjustment is made. In the event such monthly index should be discontinued, or a new or revised one substituted therefore by the Bureau of Labor Statistics or other agencies of the United States of America, such new or revised or other similar index shall be used for the purpose of computations as described in this paragraph, using such conversion factors or other devices which may be generally recognized or adopted in connection with requirements based on this index.

16.06 Lessor will retain, during the term of any bond issued pursuant to this Lease, and upon forfeiture of any such bond, a property interest in the surety's guarantee of payment under the bond and which is not affected by the bankruptcy, insolvency or other financial incapacity of the operator or principal on the bond.

17. COMPREHENSIVE AND POLLUTION LIABILITY INSURANCE

17.01 Within three (3) months after the Effective Date or prior to the date Lessee enters the Leased Premises, whichever is earlier, ("Insurance Date") and through the term of this Lease, Lessee shall acquire and maintain the insurance and coverages (or self-insure, if Lessee satisfies the requirements for self-insurance) as provided in **Exhibit "E"**. Lessee promises and agrees to abide by the Lessor's Insurance Requirements, a true and correct copy of which is attached hereto and incorporated herein as **Exhibit "E"**.

17.02 Lessee or its insurer shall be liable to Lessor for any damage done to Lessor's property as the result of Lessee's operations.

17.03 Prior to the Insurance Date, Lessee shall provide Lessor with a certificate of insurance evidencing the insurance and coverages set forth on **Exhibit "E"**, subject to Lessee's right to self-insure if Lessee satisfies the requirements for self-insurance.

18. DEEP WELL CONTROL AND SAFETY

18.01 At a minimum, the Lessee shall ensure that the following requirements are complied with or provide alternate requirements which are acceptable to the Lessor:

(1) A minimum of a 10,000 psi double ram and a 5,000 psi annular blowout preventer and a fully operational remote closing device should be used for drilling the production section of the Marcellus formation after setting the intermediate casing string or completion operations and tested successfully at least every thirty (30) days.

(2) No well should be drilled ahead unless the "leak off" pressure determined by the most recent casing shoe test or formation integrity test (as measured by mud weight equivalent in pounds per gallon) exceeds the hydrostatic pressure extended by the actual mud weight in use by at least 0.5 pounds per gallon.

(3) No wells should be drilled with an open hole section of length greater than 16,000 feet.

(4) The Lessee should not allow casing pressure which exceeds seventy-five percent (75%) of the rated burst pressure for a continuous period of greater than three (3) months.

(5) The Lessee should conduct a reasonable review of the drilling and/or workover contractor's personnel and equipment, to ensure that:

(a) The contractor's equipment is of adequate size capacity and pressure rating to perform all anticipated operations;

(b) The contractor has crews with a reasonable level of experience and maintains at least one employee with well-control certification on location at all times during active drilling operations; and

(c) The contractor's tubulars, choke manifold and other pressure-rated equipment are tested satisfactorily prior to commencement of operations.

19. OPERATIONS, PROTECTION AND CONSERVATION

19.01 Lessee shall carry on all operations under this Lease with all due diligence and in a good and workmanlike manner, in accordance with the best and most up-to-date oil and gas field practices. Lessee will use a third party safety monitoring and screening firm to evaluate every contractor entering the Leased Premises to perform work or operations on behalf of Lessee.

19.02 Lessee shall conduct all operations in compliance with the following:

(a) CONSTRUCTION, OPERATION, AND MAINTENANCE OF GAS WELLS ON THE LEASED PREMISES set forth in **Exhibit "F",** and CONSTRUCTION, OPERATION, AND MAINTENANCE OF GAS WELLS OFF OF THE LEASED PREMISES set forth in **Exhibit "F-1"** attached hereto and made a part hereof;

(b) OIL AND GAS LEASE ACCESS ROAD SPECIFICATIONS FOR AIRPORT LANDS, set forth in **Exhibit "G",** attached hereto and made a part hereof.

(c) GENERAL DESIGN STANDARDS FOR SITES LOCATED ON THE LEASED PREMISES, identified as **Exhibit "H",** attached hereto and made a part hereof.

(d) MISCELLANEOUS REQUIREMENTS FOR SITES LOCATED ON THE LEASED PREMISES, identified as **Exhibit "I",** attached hereto and made a part hereof.

20. FIRST WELL

20.01 Lessee shall spud a well ("First Well") on the Leased Premises at PIT, or on unitized acreage containing a portion of the Leased Premises, within two (2) years from the Effective Date of this Lease (subject to Force Majeure) and shall proceed with due diligence to complete the First Well. In the event the First Well is not commenced within the two (2) year period (subject to Force Majeure), this Lease shall automatically terminate in its entirety, unless the Lessor, in its sole discretion, provides Lessee with written notice of an extension of the period to commence the First Well at least thirty (30) days prior to the second anniversary date of this Lease.

20.02 The rental rate provision of the Lease shall not be affected by such extension of the 2-year First Well deadline. Additionally, the granting of an extension shall in no way affect the anniversary dates of this Lease, or the rights and responsibilities of Lessor and Lessee associated therewith.

21. SUBSEQUENT WELLS

21.01 If the First Well drilled by Lessee, or any subsequent well drilled by Lessee on the Leased Premises, produces Leased Minerals, and the well is expected to return the amount invested and the operating costs on that well during the anticipated productive life of the well to its economic limit, then Lessee shall drill an additional well on the Leased Premises or on a unit containing a portion of the Leased Premises, but not necessarily on the portion of the Leased Premises contained within the unit, provided, however, if Lessee reasonably determines that a well would not be drilled by a Prudent Operator (as defined in Section 46), then Lessee shall submit to Lessor the information upon which its conclusion is based. If upon review of such information, Lessor disagrees with Lessee's determination, Lessor shall notify Lessee in writing of the basis for Lessor's disagreement with Lessee's determination and in such event Lessee shall have the option of drilling an additional well within one (1) year from Lessor's determination (subject to Force Majeure), release all Leased Premises acreage except the Retained Tracts (as determined on the date of such release) or dispute Lessor's determination in accordance with Section 41 hereof, provided that if Lessee disputes such determination, then the obligation to drill shall be suspended until a determination or resolution regarding the drilling of such well has been fully and finally determined. "Retained Tracts" shall be the aggregate of the Retained Tract for each well (or portion thereof) located on any part of the Leased Premises which for each well shall equal the lesser of the subsurface acreage of the Leased Premises in either (a) or (b) below:

(a) A Retained Tract for a Vertical Well producing from the Leased Premises may not exceed forty (40) acres. A Retained Tract for a Horizontal Well shall include the entire drainhole and the lateral boundaries of such tract shall be approximately equal distance from such drainhole and parallel thereto and the distance from the drain hole shall not exceed 500'. By way of example, if the Horizontal Well extends out 3,000 feet then the Retained Tract will not exceed 1,000 feet wide and 4,000 feet long (3,000 feet plus 500 feet on each end). To the extent that any government law, rule or regulation requires a minimum size greater than the foregoing, then the minimum size shall be adjusted to comply with such greater minimum size; or

(b) That amount of the Leased Premises actually contained within an established unit;

provided, however, notwithstanding the foregoing, in the event that Lessor approves the size of a unit (such approval not to be unreasonably withheld or delayed), in writing, that has greater acreage than the acreage described in (a) or (b) above, then the Retained Tract for such unit or the portion of the unit on the Leased Premises shall be as designated on the approved unit map. In addition, any well for which lateral boreholes have been drilled as of the date Retained Tracts are being determined pursuant to any provision of this Lease (excluding Sections 3.03 and 3.04) shall also be a Retained Tract and the boundaries shall be determined as provided in this Section based on the permitted well plat, provided, however that the rent due under Section 3.02 shall continue until such time as the well is producing in paying quantities.

22. DEVELOPMENT AND WELL SPACING

22.01 Lessee agrees to drill such wells as a reasonably Prudent Operator would drill after discovery of Leased Minerals on the Leased Premises, to develop and produce from the described Leased Premises efficiently, economically, without waste.

22.02 Lessor hereby grants to Lessee the right to construct well pads, provided, that Lessee is limited to Ten (10) well pad locations at PIT and shall pay surface rent on such well pads as provided in Section 3.05. Lessee shall have the right to install compressors on any well pad to service wells collecting gas from the Leased Premises or lands unitized therewith. Subject to Section 1.03, Lessee shall have one (1) well pad location at AGC. Lessee shall have the option to drill Vertical or Horizontal Well(s), or combinations thereof, from a single well pad location.

22.03 Upon written request by Lessee, Lessor may waive or modify, in writing, the number of well pad locations specified in Section 22.02 above if, in Lessor's judgment, such a waiver or modification is justified and in its best interests. Lessor also reserves the right to adjust any of the spacing requirements as outlined in this Lease, the operations exhibits or any spacing plan, at any time and for any reason with respect to any wells not yet drilled at the time of the issuance of a revised plan.

23. DRILLING RESTRICTIONS

23.01 (a) Lessee acknowledges that Lessor has a valuable ongoing business being conducted on the Leased Premises, more specifically an airport with concurrent commercial development, and that the Lessor has or may have future plans to construct new structures and improvements on the Leased Premises, or to expand the structures and improvements currently existing on the Leased Premises

(b) Drill site locations and all surface operations shall be limited to designated portions of the Leased Premises that are currently undeveloped and not currently planned to be developed. A plan showing the "No surface drilling areas" for the Airports is attached as **Exhibit "B"** and **"B-1"**. Drawings showing the Part 77 Surfaces at the Airports are attached as **Exhibit "C"** and **"C-1"**. The development concept plan for the Airports is attached as **Exhibit "D"** and "**D-1**". Lessee agrees to conduct its operations so as not to interfere with the Lessor's use of the Leased Premises as is consistent with the operations of an airport with concurrent commercial development. Lessee shall not make, allow, or permit any operation that involves a use of the Leased Premises' surface that would or might interfere with any actual or contemplated use of the surface by the Lessor, without the prior written consent of the Lessor, which consent will not be unreasonably withheld or delayed.

(c) Lessee's right of ingress and egress to and across the Leased Premises shall not be permitted without the prior written approval of the Lessor. Such approval shall not be unreasonably withheld or delayed as long as such ingress and egress to drill sites does not interfere with the use of the Leased Premises as an airport with concurrent commercial development. Lessor agrees that once Lessor approves a well pad, a permit is issued by Lessor and any other any requirements of any Applicable Law are satisfied, Lessee shall be permitted to access the approved well pad through and across the Leased Premises or from other land adjacent thereto, as provided for in the drilling plan or permit. Lessee shall regularly update Lessor regarding the operations and work that is being performed in such Area.

Moreover, all access to the Leased Premises shall occur so as not to violate security procedures in place at the time the access is sought and so as not to contravene any FAA rules, TSA rules, the Environmental Provisions or any Airport Regulations and so as to maintain the same in good condition. In the event the Lessor elects to relocate an approved road it may do so at its expense.

(d) Lessee shall construct all facilities in strict compliance with all Applicable Laws, the Environmental Provisions and the Airport Regulations. Lessee shall take no action that could compromise the safe use of the Leased Premises as an airport with concurrent commercial development. No signage, other than that required by the PaDEP and the Lessor, shall be allowed without prior written approval of the Lessor, which may be withheld in the Lessor's sole discretion; provided, however, notwithstanding the foregoing, Lessor acknowledges and agrees that Lessee may need to place directional, safety and other standard operational signage on the Leased Premises and Lessor shall not be unreasonably withhold its consent to such signage.

(e) Lessee agrees that, in the event the location of any well drilled on the Leased Premises pursuant to this Lease interferes with the Lessor's future business expansion or development of the Leased Premises, then Lessee shall, upon the Lessor's request, plug and abandon such well within one hundred twenty (120) days of such request in exchange for a payment by the Lessor of the then fair market value of such well and its reserves; provided, that in the event that Lessor requests that an entire well pad be abandoned and the wells thereon to be plugged and if Lessee and Lessor cannot mutually agree on another location for development, then Lessor shall also pay Lessee the fair market value for all developed and undeveloped reserves, but not to exceed $5,000 per acre for undeveloped reserves. In the event Lessee and the Lessor cannot agree upon the fair market value of the well and its reserves, the value shall be determined by the Valuation Firm mutually agreeable to the Lessee and the Lessor. The cost of such valuation report shall be borne by the party whose proposed fair market value had the greatest differential from the value determined by the Valuation Firm. The standards to be used for determining estimated reserve value shall be based on cash flow analysis of PRMS (Petroleum Resource Management System) determined reserves. The fair market value analysis will be completed using the most recent SPEE (Society of Petroleum Evaluation Engineers) survey of parameters used in property evaluation.

(f) Lessor or its agents shall have reasonable use and access to any road constructed on the Leased Premises subject to Lessee's safety guidelines and requirements.

(g) The Lessor shall not be liable to Lessee for any time during which the Leased Premises cannot be used by the Lessee by virtue of circumstances arising out of the Lessor's conduct of its Airport operations.

23.02 Upon written request by Lessee, Lessor may provide written waiver or modification of any portion of the above restrictions if, in Lessor's sole judgment, such a waiver or modification is justified and in its best interests.

24. DRILLING OPERATIONS

24.01 Lessee shall submit to Lessor for approval as to location, a plat showing the location of each well before drilling is commenced, and no well shall be commenced until a permit has been issued by the Lessor and the Department, provided, that Lessor shall not unreasonably withhold issuing any permit to Lessee.

25. WELL RECORDS, LOGS AND REPORTS

25.01 Lessee shall keep a daily drilling record which describes the formations penetrated, and the depth and volumes of water and Leased Minerals found while drilling each well on the Leased Premises. An accurate well location plat and any other data that are acquired during the drilling and completion operations for each well, including but not limited to those items listed in Section 26.01 (Confidentiality), shall be provided to the Lessor within ninety (90) days of the data's collection, or upon oral or written request by the Lessor and within a timeframe specified by the Lessor. All above-described data shall be submitted in both hard-copy and digital forms. Digital well logs shall be submitted in .LAS format.

25.02 Upon Lessor's request, samples of all formations penetrated and parts of cores taken, accurately labeled with the API number of the well and depth interval of collection, shall be furnished to Lessor at Lessee's expense within one (1) year after completion of each well.

25.03 If the Lessee collects rock samples including but not limited to whole rock core, parts of core, and cuttings from any well borehole(s) on the Leased Premises and no longer plans to retain the samples at its own or contracted storage facility, Lessee must first offer the rock samples to the Lessor before their disposal or sale. The rock samples shall be accurately labeled with the API number of the well and depth interval of collection. The Lessor shall make arrangements for the collection and transport of the rock samples at its own expense.

25.04 Upon written request and within a timeframe specified by the Lessor, Lessee shall provide Lessor with production and pressure test data, production and pressure decline curves, gas analysis data including BTU value determinations, water and waste disposal records (including manifests), well stimulation and treatment records, maintenance records and reports, and/or any other data or records for any well(s) which the Lessor deems necessary to protect its interests.

25.05 Notwithstanding anything to the contrary contained in any provision of this Lease, with respect to any information or records Lessee is obligated to deliver, furnish or provide to or maintain for Lessor, including but not limited to production and pressure data and information, meter charts, account information, pricing, drilling records, agreement(s) (including but not limited to Related Agreements), data, logs, analyses, measurements, core samples, seismic information, all of the items listed in Section 26 or other information, records or documentation that Lessee is obligated to deliver, furnish or provide to or maintain for Lessor pursuant to this Lease ("Information"), at Lessor's request or otherwise, Lessor and Lessee acknowledge and agree that during the first two (2) years after the date the Information is generated (or in the case of pricing, during the first two (2) years after such Information is used to calculate a royalty payment to be paid to Lessor) such Information shall be available at Lessee's office for Lessor to review and audit. After such two (2) year period, if requested by Lessor, Lessee shall deliver such Information (or a the portion of such Information requested by Lessor) to Lessor, provided that Lessor shall continue to keep such Information confidential as provided in Section 26 hereof. In addition, Lessee agrees that it shall not destroy the Information described in Section 26.02(kk) through (ss) during the term of this Lease and shall not destroy any other Information during the first seven (7) years after the date the Information is generated (or in the case of pricing, during the first seven (7) years after such Information is used to calculate a royalty payment to be paid to Lessor) without Lessee providing Lessor with written notice at least thirty (30) days prior to such destruction, provided that, in such thirty (30) day period Lessor has the right to have all or a portion of such Information delivered to Lessor prior to destruction. Lessor acknowledges and agrees that making the Information available at Lessee's offices, as described in the foregoing shall satisfy any obligation of Lessee to "furnish", "deliver" or "provide" the Information to Lessor.

26. CONFIDENTIALITY

26.01 Records that Lessee provides to the Lessor may be subject to public disclosure under the Pennsylvania Right-To-Know Law, act of February 14, 2008, *P.L. 6,* No. 3, 65 P.S. § 67.101 *et seq.* Lessee shall advise Lessor in writing of any Information (as defined in Section 25.05) submitted (whether furnished to Lessor or available to Lessor at Lessee's office) pursuant to this Lease that contain trade secrets or confidential proprietary information. Lessor shall maintain such Information solely for use by the Lessor as provided below and shall not disclose such Information to any third party unless Lessee consents in writing, Lessor's counsel determines that release pursuant to a request under the Right-to-Know Law is mandated or Lessor is directed to do so pursuant to a court order; provided, that the foregoing includes any documents, charts or other materials created by Lessor using such Information. The Lessor shall notify Lessee of any request received for such Information (including any documents, charts or other materials created by Lessor using such Information). Lessee shall not be obligated to create, maintain, perform or collect any of the logs, data, analyses, measurements, reports or other information provided for in any Section of this Lease that Lessee does not ordinarily create, maintain, perform or collect in the ordinary course of business. In addition, Lessor agrees to accept an electronic equivalent of any logs, data, analyses, measurements, reports or other information.

26.02 Lessor shall maintain the following Information (including any documents, charts or other materials created by Lessor using such Information) solely for use by the Lessor and shall not disclose such Information to any third party for a period of seven (7) years after the date the Information is generated (or in the case of pricing, during the first seven (7) years after such Information is used to calculate a royalty payment to be paid to Lessor) unless (1) Lessee does not advise Lessor that such Information contains trade secrets or confidential proprietary information, (2) Lessee does so advise Lessor, but nevertheless consents to disclosure of the Information, (3) Lessor's counsel determines that release pursuant to a request under the Right-to-Know Law is mandated; (4) the Information becomes part of the public domain by action other than that of the Lessor; or (5) Lessor is directed to disclose these records by court order:

(a) all drill time logs
(b) all electric well logs
(c) all nuclear well logs
(d) all acoustic or sonic well logs
(e) all caliper or hole diameter measurement logs
(f) all cement bond or integrity logs
(g) all mud or geologic well logs
(h) all dip measurement well logs
(i) all well flow or production test data
(j) all well completion data
(k) all well fracturing and stimulation data
(l) all well pressure tests or pressure data
(m) all record of lost circulation zones and caving strata
(n) all well casing records
(o) all core analysis, mud log analysis
(p) all well perforation records
(q) all lithologic well logs

(r) all written well history
(s) all well cutting samples requested by Lessor
(t) drill stem tests and charts
(u) formation water analysis
(v) any other geophysical well data not specifically named
(w) all raw preprocessed data on tapes, discs, or other storage devices
(x) all processed data on tapes, discs, or other storage devices
(y) all paper or reproducible copies of stacked seismic data presentations
(z) all paper or reproducible copies of migrated seismic data presentations
(aa) all paper or reproducible copies of relative amplitude seismic data presentations
(bb) all paper or reproducible copies of premigrated stacked seismic data presentations
(cc) all paper or reproducible copies of depth conversion seismic data presentations
(dd) all paper or reproducible copies of amplitude versus offset seismic data presentations
(ee) all paper or reproducible copies of any attribute seismic data presentations
(ff) all post plot shot point and receiver location maps
(gg) all time-depth conversion charts or calculations
(hh) all velocity charts and calculations
(ii) all sonic/acoustic well charts and data calculated from well logs
(jj) all synthetic seismograms
(kk) all seismic models for tuning and velocity variation
(ll) and all other incidental or miscellaneous seismic related data or presentations.
(kk) meter charts
(ll) all third party statements related to Lessor 's royalty volumes and payments
(mm) all internal account statements of Lessee or third party related to Lessor 's royalty volumes and payments
(nn) all business books of the Lessee or third parties provided to the Lessor to substantiate Lessor's royalty volumes and payments
(oo) all Lessee and third party contracts related to the Lessor 's royalty volumes and payments
(pp) all production agreements between Lessee and third parties related to Lessor 's royalty volumes and payments
(qq) all farmout agreements between Lessee and third parties related to Lessor 's royalty volumes and payments
(rr) all purchase and sale agreements between Lessee and potential purchaser of the Leased Premises
(ss) all agreements providing for areas of mutual interest between Lessee and third parties

27. UNITIZATION

27.01 Lessee shall have the right, subject to Lessor's prior written approval which shall not be unreasonably withheld or delayed, whether before or after drilling, to pool or unitize the Leased Premises, in whole or in part, or as to any stratum or strata, with lands, leases for lands or other interests adjacent to or in the immediate vicinity of the Leased Premises, so as to constitute a unit or units. Pooling or unitizing in one or more instances shall not exhaust Lessee's rights to pool or unitize, and Lessee shall have the recurring right, subject to Lessor's prior written approval, but not the obligation to (i) revise in any manner and at any time the size, shape, or conditions of operation of any units formed by expansion, contraction or both, including the drilling of multiple wells or legs within said unit or (ii) cancel any unit. Lessee may create contiguous units which units utilize the same surface pads and facilities. Notwithstanding anything to the contrary contained in this Section 27, Lessee shall have the right to pool or unitize the Leased Premises with other lands (as more particularly described above in this Section 27) without Lessor's consent in the event that Lessee is the "operator" of the unit and the pool or unit does not have an adverse effect on Airport operations on the Leased Premises at the timing of pooling or unitization. Lessee shall provide notice to Lessor in advance of any unitization.

27.02 Drilling or reworking operations upon, or production from any such unit shall be treated, for all purposes hereunder, as operations upon or production from the Leased Premises. As used in this Lease, "drilling or reworking operations" shall include any activity on the Leased Premises or on land with which the Leased Premises (or any part thereof) is then unitized that is performed in a good faith effort to obtain, increase, improve or reestablish production from the Leased Premises or unit to which the Leased Premises or portion thereof is a part.

27.03 If Lessee exercises its right to pool or unitize as provided above, then Lessor shall be entitled to and Lessee shall pay royalties, shut-in royalties, delay rentals or other rentals or amounts due hereunder (as applicable) based on the ratio of the acres from the Leased Premises included in such unit compared to the total number of acres included in the unitized area, and Lessor shall be entitled to the royalties, shut-in royalties, delay rentals or other rentals or amounts (as applicable) due under this Lease on such fractional part and no more; provided, that if State or Federal authorities shall prescribe a different method of allocation, the method so prescribed shall prevail.

28. OFFSETS

28.01 Upon the failure of Lessee to accept an offer of a unitization agreement upon reasonable commercial terms to protect affected acreage of the Leased Premises from drainage through offset wells, Lessee agrees (except as otherwise provided below) to offset within twenty-four (24) months any well drilled on leases not owned by Lessor which is completed within three hundred (300) feet of the boundary line of the Leased Premises and from which Leased Minerals are being produced, or any well drilled on lands not owned by the Lessor which is completed within the radius of the drainage areas set by an order of the Department. In lieu of drilling the well as provided in the foregoing sentence and subject to any exceptions as provided below, Lessee may elect to pay to the Lessor compensatory royalty on production from the offset well as if it had been drilled based on the production from the completed well which is to be offset and on the ratio the affected acreage bears to the total acreage which would have been drained by the well, or release a portion of the Leased Premises determined as follows: (1) for a Vertical Well, the portion of the Leased Premises acreage to be released shall be the amount of acreage necessary to create a forty (40) acre unit for such well and (2) for a Horizontal Well, the portion of the Leased Premises acreage to be released shall be any acreage that lies within 500 feet of the completed well on land not owned by Lessor that is within 300 feet of the boundary line of the Leased Premises. Notwithstanding anything to the contrary contained herein, Lessee shall not be obligated to drill an offset well or make an election as described in the foregoing sentence in lieu of drilling an offset well if (1) a planned subsequent well not yet drilled by Lessee would act to offset such well or (2) a Prudent Operator (as defined in Section 46) would not drill such offset well.

28.02 No well on the Leased Premises shall be shut in if drainage will occur through any well within the afore prescribed distances for leased mineral wells on lands not owned by the Lessor (unless Lessee determines that there are environmental or safety concerns with such well or unless a Prudent Operator would shut in such well due to conditions beyond Lessee's control) and, if such draining wells are on compression and the compression impacts Lessee's wells, as reasonably determined by Lessee, the offset wells on the Leased Premises shall be placed on compression, as long as safety and environmental integrity are maintained.

28.03 In cases where the offset drilling obligations of this section conflict with the drilling restriction provisions of Section 23, then the drilling restriction provisions of Section 23 shall take precedence and prevail unless waived in writing by Lessor.

29. OIL, GAS AND WATER PIPELINES

29.01 No pipelines carrying Leased Minerals with a diameter greater than 16 inches shall be constructed on the Leased Premises. Lessee shall not install pipelines on the Leased Premises that will carry Leased Minerals from a property other than the Leased Premises or property that is unitized with the Leased Premises. Lessor and Lessee agree to enter into a separate agreement (on market terms at the time the agreement is executed) in the event that Lessee desires to carry Leased Minerals from a property other than the Leased Premises or property that is unitized with the Leased Premises.

29.02 For and in consideration of the rents or amounts due under paragraph 3, Lessor hereby grants to Lessee the right to lay any necessary Leased Mineral gathering pipelines or water pipelines on or under the Leased Premises; subject to Section 29.01, however, any proposed pipeline shall require prior written approval of Lessor, which shall not be unreasonably withheld or delayed. Prior to the laying of the line, a route map for each line shall be submitted showing the location, diameter, construction detail and any other information requested, for approval, to the Lessor. Any proposed pipeline shall require the prior written approval of Lessor, which shall not be unreasonably withheld or delayed. Upon the written approval of Lessor, of any pipeline for Leased Minerals, if requested by Lessee, Lessor and Lessee shall enter into a separate right-of-way agreement as provided in Section 3.05. Lessor reserves the future right to relocate any pipeline installed with Lessor's approval at Lessor's cost.

29.03 Lessee does hereby agree that it will, at all times during the continuance and delivery of Leased Minerals to the market, keep, maintain, and repair its pipelines and equipment as required by Applicable Law and industry standards and shall promptly respond to any leaks or waste of Leased Minerals.

29.04 Lessee shall also pay surface rent to the Lessor for pipelines as provided in Section 3.05. Provided there is no adverse impact on Airport operations, the width of the permanent easement for pipelines will be 25 feet and during construction and maintenance of the pipelines, the width of the pipeline easement shall temporarily be 50 feet, provided the permanent or temporary easement or portions thereof may be a greater area if agreed to by the Lessor and Lessee.

30. GAS STORAGE RIGHTS

30.01 No gas storage rights are granted to the Lessee by this Lease.

30.02 If the Lessee wishes to develop the Leased Premises for gas storage, Lessee must first obtain a gas storage lease from the Lessor. If Lessor desires to develop the Leased Premises for gas storage, Lessor shall first offer Lessee the right to develop the Leased Premises for gas storage before offering it to any third party. Lessee shall have 30 days to elect to develop the Leased Premises for gas storage and if Lessee fails to respond within such 30 day period, Lessor shall be free to lease the Leased Premises for as storage, provided that, any party who leases the Leased Premises for gas storage shall acknowledge and agree (i) to cooperate with Lessee and coordinate its operations with Lessee's operations and (ii) that to the extent parallel operations cannot be accommodated, Lessee shall have priority in use and enjoyment of the Leased Premises for any and all of Lessee's operations.

30.03 If the Lessee does not wish to develop the Leased Premises for gas storage, but in the Lessor's opinion the Leased Premises exhibits characteristics which indicates its potential for a gas storage reservoir, Lessor will so inform the Lessee in writing prior to the final plugging and abandonment of the wells and removal of the surface support equipment.

30.04 Any well and equipment identified by Lessor as necessary for the development of a gas storage facility on the Leased Premises and which is not planned for development by the Lessee shall first be offered to Lessor or its nominee or assignee in writing, at the then fair market value of the well and attendant equipment, at least one hundred twenty (120) days before Lessee begins abandonment procedures. Lessor shall have the right to purchase any such well and equipment by delivering a notice of the exercise of such election, within thirty (30) days of notice from Lessee of the fair market value of the well and equipment so identified and shall close on the purchase within 90 days thereafter.

31. (Reserved)

32. TEST OF WELL ECONOMY

32.01 For purposes of this Lease, if all of the wells on a well pad in the aggregate do not produce more than an average in the aggregate of one (1) Mcf/day of natural gas times the number of wells on the well pad in a calendar year (calculated by dividing the aggregate annual production in Mcf by 365 days), it shall be considered uneconomic (*i.e.*, not in paying quantities) to maintain and operate; and if during the following calendar year gas production from the all of the wells on the well pad in the aggregate also fails to exceed the aggregate of a one (1) Mcf/day average times the number of wells, Lessee shall plug and abandon all of the wells on the well pad as per Section 33 (Plugging), and restore the well site and access road to the satisfaction of Lessor, all no later than six (6) months after the end of the following calendar year.

This provision shall apply to all wells drilled or operated by Lessee on the Leased Premises, whether the wells are shut-in or producing, unless the Lessor has informed the Lessee that a well or wells falls under the provisions of Section 30 (Gas Storage Rights). Lessor may, at its sole option and in writing, waive all or part of the requirements of this provision to Lessee, if in

Lessor's judgment such a waiver is warranted by economic conditions or other circumstances, and is deemed to be in the best interest of the Lessor.

33. PLUGGING

33.01 Lessee shall properly and effectively plug all wells on the Leased Premises before abandoning, in accordance with the regulations of the Department of Environmental Protection Bureau of Oil and Gas Management, Airport Regulations and all Applicable Laws.

33.02 For any well drilled under the terms of this Lease which shall be plugged, Lessee shall provide a proposed plugging plan to Lessor, and shall receive written approval of said plan prior to the Lessee filing a notice of intent to plug with the Department, provided, that Lessor shall respond to any such plugging plan within 30 days of receipt of the same. In the case of an emergency requiring the well to be plugged, the prerequisite of approval by the Lessor is waived, and plugging shall be completed as directed by the Department.

33.03 In no case shall brush plugging be proposed or be used to plug any wells drilled under the terms of this Lease.

33.04 A copy of the Certificate of Well Plugging showing the plugging procedure used and submitted to the Department shall be supplied to the Lessor for each well plugged and abandoned. In addition to the above-mentioned requirement, upon completion and plugging of a well, a permanent marker of concrete or any other marker approved by Lessor shall be erected over the well. The marker shall extend from ten (10) feet below the surface to at least two (2) feet above the surface (or flush with the surface on the airfield). The name of the person, firm, company, or corporation by whom the well was drilled and the number of the well shall be stamped, cast, or otherwise permanently made a part of the marker. The erection of the marker shall in no way interfere with the vent pipe if one is required.

33.05 Failure to comply with the above plugging requirements shall be an Event of Default subject to the terms, notice and cure periods contained in Section 37 hereof.

34. LESSOR'S TERMINATION

34.01 If Lessee fails or refuses to pay any rent or royalty due under the terms of this Lease, after the notice and cure periods set forth in Section 37, Lessor shall have rights and remedies set forth in Section 37.

35. LESSEE'S TERMINATION

35.01 Lessee may, at any time, or from time to time, surrender this Lease or any portion thereof if Lessee is not then in default of any obligations under this Lease; provided, however, that such surrender must be evidenced by written notice delivered to Lessor thirty (30) days prior to the effective date thereof, and that Lessee has performed all commitments with which Lessee is charged to the effective date of surrender. Any amount paid as an advance bonus or land rent, previous to the effective date of the surrender, shall be deemed liquidated damages due Lessor and shall be in no way prorated or subject to claim by Lessee for return to Lessee.

Notwithstanding anything to the contrary contained herein but subject to the foregoing sentence, Lessee shall not be prohibited from surrendering the Lease, at its election, for failing to satisfy the commitment or obligation in Sections 20 (First Well) or 21 (Subsequent Wells).

35.02 In the event that producing wells are to be retained, Lessee shall be entitled to retain that drainage acreage attributable to each well as previously provided under Section 21 (Subsequent Wells).

Lessee shall deliver to Lessor a release or releases in duly recordable form approved by Lessor.

Lessee shall be relieved of all obligations thereafter accruing as to acreage surrendered and any rent thereafter coming due shall be reduced in the same proportion that the acreage covered hereby is reduced; provided, however, that Lessee shall not be relieved of any obligation, including but not limited to the plugging and abandonment of wells, which accrues prior to such surrender even if the result caused by Lessee's performance or failure of performance of an obligation or covenant does not manifest itself until after the date of surrender.

35.03 Notwithstanding any surrender and/or release of any portion of the Leased Premises by Lessee in accordance with this Lease (including any release pursuant to Sections 12, 21 and 28 of this Lease), Lessor hereby grants to Lessee and Lessee shall retain and/or have reasonable and convenient rights of way for pipelines, pole lines, roadways and other facilities through and over the portions of the Leased Premises surrendered or released for the purpose of conducting operations on the portions of the Leased Premises that is not surrendered or released, and/or on other lands pooled or unitized therewith.

36. FORCE MAJEURE

36.1 In the event that Lessee is prevented from complying in a timely manner with any obligation imposed in this Lease because of (1) a strike, fire, flood, act of God, or other circumstances beyond Lessee's control and which Lessee, by the exercise of all reasonable diligence, is unable to prevent, (2) a government law, rule, regulation, approval, pending administrative or legal proceeding, including, but not limited to, challenges under the National Environmental Policy Act (42 U.S.C. § 4321 *et seq.*, or challenges to the bid process, Lessee's bid or this Lease, (3) inability to operate or develop the Leased Premises due to airport operations, unreasonable permitting or approval delays by Lessor, unreasonable approval delays by the FAA, or (4) a material title defect or the period of time needed for Lessor to cure a title defect as provided in Section 3.07, then in the case of any of the foregoing, Lessee's noncompliance with such obligation shall be excused until such time as said event terminates, provided Lessee is actively proceeding to resolve such delay including, but not limited to, providing any information required by any governmental body preventing performance. In the event that after a period of 24 months after the Effective Date, Lessor and Lessee are unable to obtain any necessary approvals (including, but not limited to, any required FAA approvals) for Lessee's well development plan (or an alternative development plan approved by Lessor and Lessee) such that Lessee's ability to develop the Leased Premises would be materially impacted, Lessee shall have the right to terminate this Lease and Lessor shall repay Lessee the entire bonus payment paid for the Leased Premises. An increase in the cost of performing the obligations set forth in this Lease shall not constitute circumstances beyond Lessee's control. Lessee's financial inability to comply with any of the obligations of this Lease shall not be grounds for any extension of time. Except as expressly provided in the two (2) preceding sentences, this Section 36 shall apply to any and all obligations of Lessee contained in this Lease and any specific reference to a provision of this Lease being "subject to Force Majeure" does not and shall not limit the applicability of Force Majeure (and this Section 36) to all obligations of Lessee contained in this Lease.

36.2 To the extent that Lessee becomes aware of any single Force Majeure event that will delay Lessee's performance of a material obligation under this Lease by at least three (3) months or more than one Force Majeure event which events, in the aggregate, will delay Lessee's performance of a material obligation under this Lease by more than three (3) months, Lessee shall only be entitled to the benefits of Section 36.1 if it notifies Lessor within thirty (30) working days in writing of the date it determines that the event or events will delay performance of the material obligation by more than 3 months. The written notice shall include a statement as to the efforts which have been made and are being made by Lessee to mitigate the effects of the event and to minimize the length of the delay. Except as provided herein, Lessee shall not be obligated to notify Lessor of a Force Majeure event in order to be entitled to the benefits under this Section 36.

37. EVENT OF DEFAULT/REMEDIES

37.01 Each of the following events shall be an "<u>Event of Default</u>" hereunder:

(a) If Lessee shall fail to make any payments required to be paid by Lessee for a period of ten (10) days after Lessor provides written notice that the same is due;

(b) If Lessee shall fail to observe or perform one or more of the other terms, conditions, covenants or agreements of this Lease and such failure shall continue for a period of thirty (30) days after written notice thereof by the Lessor to Lessee specifying such failure, unless such failure requires work to be performed, acts to be done, or conditions to be removed which cannot by their nature reasonably be performed, done or removed, as the case may be, within such thirty (30) day period. If such work to be performed, acts to be done, or conditions to be removed cannot be completed within thirty (30) days after written notice, no Event of Default shall be deemed to exist as long as Lessee shall have commenced doing the same within such thirty (30) day period and shall diligently and continuously prosecute the same to completion within ninety (90) days of said notice. If the work to be performed, acts to be done, or conditions to be removed require more than ninety (90) days for completion, Lessee shall notify the Lessor, in writing and within thirty (30) days of said notice, of a commercially reasonable period of time necessary to complete such work, in which case, and provided that Lessor agrees with Lessee's position that a longer period is required for completion, then no Event of Default shall be deemed to exist for so long as Lessee shall diligently and continuously prosecute the same to completion;

(c) If Lessee assigns, subleases, transfers, mortgages, consigns or encumbers the Leased Premises or any wells thereon without the Authority's approval (except as otherwise expressly provided in Section 14.01), or without compliance with the provisions of this Lease applicable thereto; or

(d) If a levy under execution or attachment shall be made against Lessee, the Leased Premises or any property of Lessee thereon and such execution or attachment shall not be vacated or removed by court order, bonding or otherwise within a period of thirty (30) days.

37.02 If after receiving written notice from the Lessor of an Event of Default under this Lease, and Lessee, within the required period, fails to cure or to show that it has either cured the same or taken reasonable steps to do so, at the election of the Lessor, Lessor may pursue any rights or remedies available at law or equity except as expressly provided herein. Lessor acknowledges and agrees that (i) in the event that Lessee notifies Lessor that there is a discrepancy or dispute regarding an obligation of Lessee or an Event of Default by Lessee under this Lease, Lessor shall not be entitled to exercise any rights or remedies available under this Lease, at law or in equity until the dispute has been fully and finally resolved in accordance with Section 41 and if the resolution is adverse to Lessee then Lessee shall have a reasonable time after the determination is made to cure the default and (ii) Lessor shall only have the right to terminate this Lease in the event that Lessor provides Lessee with an additional 30 days notice and opportunity to cure the Event of Default and the Event of Default is a Material Event of Default that has not been cured within all applicable cure periods provided in this Section 37. Notwithstanding anything to the contrary contained herein, Section 37 shall not apply to the obligations contained in Sections 21 and 22 of this Lease.

37.03 In the event that the Lessor has notified Lessee in writing that Lessor has determined that certain activity of Lessee on the Leased Premises interferes with the Lessor's operations of an airport and after receipt of written notice from Lessor and the cure period provided in 37.01(b) above, Lessee has failed or refused to discontinue the activity that causes interference with airport operations, Lessor shall have the right to obtain equitable relief in the form of an order for ejectment from the portion of the of the Leased Premises where the activity is occurring or such other equitable relief as may be determined by the Court of Common Pleas of Allegheny County upon motion filed by Lessor, provided that in the case of an emergency or interference with Airport operations, Lessee shall immediately discontinue such activity after being notified to do so by Lessor.

38. REMOVAL

38.01 Except as otherwise provided in any separate right-of way agreement executed by Lessor and Lessee, Lessee shall have one (1) year after termination, abandonment, or surrender of the Lease, or any part thereof, in which to plug and abandon all wells; remove all buildings, machinery, equipment, structures, unused pipelines, rubbish, and debris resulting from Lessee's operations; to fill and level all pits; and to the extent practicable, to restore the property to the same condition as when received; provided that, for underground water pipelines, Lessee shall have the option, within such on (1) year period, to plug and abandon (in lieu of removing) any water pipeline.

39. RIGHTS RESERVED BY LESSOR

39.01 Lessor reserves the right to use the Leased Premises in any and all respects not specifically limited by the terms of this Lease;.

39.02 Lessor reserves all minerals within the Leased Premises other than Leased Minerals from all formations deeper than the base of the Elk Formation and shall have the right to lease those mineral rights to third parties insofar as Lessor is otherwise legally entitled to lease the same, subject to rights granted to Lessee under this Lease and provided that any such third party shall acknowledge and agree (i) that it will cooperate with Lessee and coordinate its operations with Lessee's operations and (ii) that to the extent parallel operations cannot be reasonably accommodated, Lessee shall have priority in use and enjoyment of the Leased Premises for any and all of Lessee's operations.

39.03 Lessor reserves the right to approve, in writing, (which approval shall not be unreasonably withheld or delayed) all plans for the construction upon the Leased Premises of structures, rigs, machinery, communication facilities, ways and roads, well locations, pipelines and equipment and for drilling of wells. Detailed written plans for any such construction shall be submitted to Lessor at least thirty (30) days prior to planned commencement of construction on the Leased Premises unless, upon due cause shown, Lessor waives the thirty (30) day requirement and allows a shorter, but reasonable, time for review.

39.04 The surface rights of Lessor shall be considered dominant and the Leased Mineral leasehold rights of Lessee servient. Any dispute between the parties hereto concerning surface use shall be resolved in favor of the interests of the Lessor.

40. DBE Requirements.

(a) It is the policy of the Lessor that DBE owned business enterprises (DBE's) shall have the maximum practicable opportunity to participate in the awarding of Lessor contracts; accordingly, Lessee acknowledges that it is the policy of the Lessor to remove barriers for DBE's to compete and create a level playing field for DBE'S to participate in work related to this Lease, and related subcontracts. Lessee agrees to comply with all applicable provisions of 49 CFR 26 (Construction); 49 CFR 23 (Concessions) and Executive Order 11246 (Civil Rights Act of 1964 as amended) and the Lessee further agrees to make a good faith effort, as defined in 49 CFR 26 including Appendix A, to achieve at least a 15% DBE participation goal on the value of all well site, pipeline and roadway construction including supply, manufacturing, consultant and related professional services contracts awarded by Lessee under this Lease Agreement, provided, however, Lessee shall not be obligated to compromise Lessee's compliance and safety standards and requirements in order to satisfy the DBE participation goal. Bonus payment, royalties, and drilling operations are expressly excluded from these requirements.

The Lessee agrees that part of the Lessor approval for any construction activity will include Lessee submission of a DBE participation plan, including a listing of all DBE firms to be utilized (on a form acceptable to the Lessor) and no construction activity may commence until an acceptable DBE participation plan has been accepted by the Lessor. The Lessee agrees to include the Nondiscrimination Clause provision contained below, and DBE program requirements as established by 49 CFR 26 (Construction); 49 CFR 23 (Concessions) and Executive Order 11246 (Civil Rights Act of 1964 as amended), in every contract it enters into related to this Lease. Lessee shall cause those businesses performing work related to the Lease to include similar statements and requirements in any further agreements they may enter into related to this Lease.

Lessee shall timely submit reports and verifications requested by the Lessor, and shall provide such financial or other information as deemed necessary by the Lessor to support the claimed DBE participation. The Lessee additionally agrees and understands that only those DBE firms appearing on the Pennsylvania Unified Certification Program (PAUCP) may be utilized in terms of calculating percentage of DBE goals attained under the terms of this Lease Agreement.

(b) The Lessee shall appoint and designate to the Lessor an official to administer and coordinate with the Lessor, the Lessee's efforts to carry out this DBE policy.

(c) Lessee agrees to submit monthly reports of payments and subcontract and/or supplier, manufacturing, consultant and related professional services awards to DBE's and non-DBE's in such form and manner and at such times as the Lessor shall prescribe. Lessee shall provide and cause those individuals and/or businesses, claiming DBE status, to provide any and all documentation necessary to establish their DBE status and shall provide the Lessor access to all joint venture agreements, financing and operating agreements, books, records, accounts and any other documents requested to verify the DBE participation in this Lease. Lessee agrees to provide monthly, quarterly and/or annual MWBE participation reports in such form and at such times as required by the Lessor to provide an accounting of DBE participation and payments for this Lease.

Access as required by this paragraph shall include the right of the Lessor to conduct DBE audits. All such audits shall be conducted during normal business hours and only after reasonable notice has been provided to Lessee.

(d) The percentage for subcontracting shall be calculated by taking the total dollars paid to DBE subcontractors, supply (Lessee, please note that DBE material suppliers are credited only 60% of their contract amount towards the calculation of DBE participation), manufacturing, consultant and related professional services contracts awarded by Lessee and dividing that amount by the total dollars paid to contractors, subcontractors, supply, manufacturing, consultant and related professional services contracts awarded by Lessee . By way of example, if DBE subcontractors, supply, manufacturing, consultant and related contracts awarded by Lessee performing work under this Lease were paid $20.00 and the total dollars paid to subcontractors, supply, manufacturing, consultant and related contracts awarded by Lessee performing work under this Lease was $100.00 then the DBE participation for DBE subcontractors supply, manufacturing, consultant and related professional services contracts awarded by Lessee would be twenty percent (20%).

(e) The Lessee shall report, utilizing the Authority's web-based payment reporting software program, all payments made by the Lessee to sub contractors, service providers and major suppliers, manufacturers, consultant and other related professional service providers performing the work related to well site, pipeline and roadway construction within 14 calendar days of payment. Additionally, the Lessee shall ensure that all subcontractors, service providers and major suppliers verify receipt of payment utilizing the same web based software program.

Failure to do so may result in a material breach of the Lease. Lessor will provide Lessee user access codes. The Lessee is responsible for distributing all of their user access codes to their subcontractors, services providers and major suppliers, manufacturers, consultant and other related professional service providers. The Authority will provide training to the Lessee in order to familiarize them with the system. The Lessee will be required to provide training to their subcontractors, services providers and major suppliers, manufacturers, consultant and other related professional service providers. Please contact Monica Jones, Project Manager for the web-based payment management system, at (412) 472-3516 or at mjones@pitairport.com, if you need additional information.

41. DISPUTE RESOLUTION

41.01 In the event that Lessee wishes to dispute a decision made by Lessor (except for Title Disputes which shall be handled in accordance with Section 3.07(c)), the following procedure shall be used:

(a) Lessee shall notify the Lessor in writing of the decision in dispute and provide Lessor with Lessee's position on the issue, along with all appropriate supporting documentation.

(b) Within ten (10) business days from the date of the Lessor's receipt of the Lessee's written notice of the dispute, Lessor shall fix a time and place for a conference with Lessee to discuss the disputed decision.

(c) The conference shall be held within thirty (30) days of the Lessor's receipt of the Lessee's written notice of the dispute, unless Lessor and Lessee agree to an extension of time for the conference.

(d) At such conference, the Executive Director of the Allegheny County Airport Authority or his/her representative shall represent Lessor.

(e) Lessor may continue the conference if supplemental data, maps or other information are required to evaluate the basis for Lessee's objections, if further review is needed to ascertain whether a mutually agreed upon settlement is consistent with the terms of the Lease agreement, or if all parties to the conference agree that a continuance is beneficial to the resolution of the objection.

(f) Any agreement(s) reached at the conclusion of the conference or follow-up discussions shall be consistent with the provisions of this Lease. A record of such agreement(s) shall be documented in writing by the Lessor, copies of which shall be provided to the Lessee and all other parties involved.

41.02 In the event that a party is dissatisfied with the decision(s) made as a result of the dispute resolution conference, it may submit the dispute as provided in Section 44.04. Any judicial review or court action shall be de novo.

42. CONTRACTOR INTEGRITY PROVISIONS

42.01 Lessee agrees to comply with the CONTRACTOR INTEGRITY PROVISIONS FOR AUTHORITY CONTRACTS, attached hereto as **Exhibit "K",** and made a part hereof.

43. NONDISCRIMINATION CLAUSE

43.01 Lessee agrees to comply with the NONDISCRIMINATION CLAUSE, attached hereto as **Exhibit "L",** and made a part hereof.

44. MISCELLANEOUS

44.01 The paragraph headings herein are for reference only and are not intended to have any legal force or effect.

44.02 This Lease shall be binding upon and inure to the benefits of the parties hereto, and their respective successors and permitted assigns.

44.03 The Lease shall be governed by and construed in accordance with the laws of the Commonwealth of Pennsylvania.

44.04 Jurisdiction with respect to any dispute arising hereunder, not otherwise resolved by the dispute resolution provisions of Section 41 shall be with the Court of Common Pleas of Allegheny County or in the Federal District Court for the Western District of Pennsylvania.

44.05 No modification or amendment of this Lease shall be effective unless in writing and signed by both parties. The failure to insist upon strict enforcement of any provision in any particular instance will not serve to act as a waiver in any other instance.

44.06 Should any provision this Lease be rendered invalid or unenforceable by reason of any existing or subsequently enacted federal or state laws and those rules or regulations promulgated thereunder, or by a decree or order of any court of competent jurisdiction, the remaining Lease parts or provisions shall remain in full force and effect.

44.07 In the event that there is a successful challenge to the bid process, Lessee's bid, this Lease or any other similar challenge and as a result Lessee cannot use and conduct operations on the Leased Premises as provided herein for drilling, exploring, extracting, developing, transporting and marketing Leased Minerals or this Lease is terminated or becomes of no force or effect, then Lessor acknowledges and agrees to repay Lessee any amounts paid by Lessee (or release funds placed in escrow by Lessee) pursuant to this Lease, including but not limited to the bonus payment described in Section 3.01, any rent, surface rent or any other amounts paid by Lessee to Lessor pursuant to this Lease.

44.08 Lessor and Lessee acknowledge and agree as follows:

(a) To the extent any approval or consent from Lessor is required pursuant to the terms of any Exhibit attached hereto or referenced herein, such approval or consent shall not be unreasonably withheld or delayed.

(b) Any documents, information, data or other Information (as defined in Section 26 hereof) Lessee is obligated to furnish or deliver to Lessor pursuant to the terms of any Exhibit attached hereto or referenced herein, shall be available at Lessee's office for the time period and on the terms set forth in Section 25.05 and shall be subject to the confidentiality provisions contained in this Lease, including Section 26.

(c) To the extent of any conflict between the terms of the Lease and any Exhibit, the terms of the Lease shall govern.

(d) The phrase "the best and most up-to-date oil and gas field practices" and similar phrases contained in the Lease or any Exhibit shall be qualified and subject to how a Prudent Operator would operate.

(e) Notwithstanding anything to the contrary contained in the Lease, Lessee shall be permitted (and no consent of Lessor shall be required) to use an affiliate of Lessee to provide services, labor or materials in connection with its operations under the Lease (except as provided in Section 4.03) so long as the services or labor performed and/or materials supplied by such affiliate are performed or supplied at arm's length, at competitive rates and in accordance with customs and standards prevailing in the industry.

(f) Any reference to "the Lease", including, without limitation, phrases such as "notwithstanding anything to the contrary contained in the Lease," shall include the entire Lease and any Exhibits attached to or referenced in the Lease. By executing this Lease, Lessee is not assuming any of the obligations of Lessor under the County Lease.

45. RELEASE

45.01 Lessee shall not be granted a final release from the terms of this Lease until all records and reports and other data described above have been provided to the Lessor, all wells required by the Lessor to be plugged have been plugged and plugging certificates provided, all other terms of this Lease have been met, and the Lessor has met with Lessee's field engineer or other authorized representative on the ground, inspected the Leased Premises, and both parties have signed a Statement of Release indicating that any necessary site restoration has been completed. Said release shall not be unreasonably withheld by the Lessor.

46. DEFINED TERMS The following terms shall have the means set forth below:

46.01 "Airport Regulations" shall mean those certain rules and regulations, as the same may be amended from time to time, which generally govern the operations and other activities which may take place on the Airport. The Airport Regulations serve as minimum regulations designed to protect and promote the safety of the users of the Airport. As an example the Airport Regulations include but are not limited to the wildlife hazard management plan, applicable security regulations promulgated by the Lessor from time to time, and the Design Standards.

46.02 "Airport Lands" shall mean the 8,807 (more or less) acres at PIT more specifically as depicted on **Exhibit "A"** and the 456 (more or less) acres at AGC more specifically depicted on **Exhibit "A-1"** to this Lease.

46.03 "Applicable Law" shall mean any treaty, federal, state or local, statute, law, ordinance, regulation, judgment, order or the like applicable to the Lessor, Lessee, the Leased Premises or the Airports and their operations and the FAA Required provisions, set forth on **Exhibit "M"**.

46.04 "<u>corporate fraud</u>" shall mean a fraud by Lessee as determined by a court of competent jurisdiction which fraud is designed to give an advantage to Lessee at the corporate level (and not to a particular individual or employee).

46.05 "<u>Department</u>" shall mean the Department of Environmental Protection Bureau of Oil and Gas Management

46.06 "<u>Design Standards</u>" shall mean the requirements and principles set forth in Exhibits F, F-1, G, H and I attached hereto and made a part hereof, as same may be amended from time to time in the reasonable discretion of Lessor.

46.07 "<u>Drilling Operations</u>" shall include, without limitation, the right to transport and market Leased Minerals, to conduct geological, geophysical, core drilling and other exploratory work on the Leased Premises, to lengthen, rework, stimulate, fracture, plug and abandon wells on the Leased Premises, to erect and operate drill sites, drilling rigs and related facilities, to construct, install, use and/or operate roads, utility lines, waterlines, compressors, above and below ground impoundments, pits and tanks, all of which Drilling Operations shall be conducted in accordance with the terms of this Lease.

46.08 "<u>Elk Formation</u>" shall mean the Elk formation, or its stratigraphic equivalent, as found at a depth of 4620', KB in Great Lakes' Charles Cooper #4 Well in Washington County (API # is 37-125-22636) as illustrated on the well log attached as **Exhibit "O"**.

46.09 "<u>Environmental Provisions</u>" shall mean the provisions included in **Exhibits "F", "F-1", "G", "H" and "I"**.

46.10 "<u>Effective Date</u>" shall be the day immediately following the date on which the last of the following occurs: (i) the date this Lease is executed by both Lessor and Lessee and delivered to the other party or (ii) the date the County Lease is executed and delivered by Lessor and County, on terms acceptable to Lessee; subject, however to Section 44.07. Lessor and Lessee shall agree upon the date and insert it as the Effective Date on the first page of this Lease.

46.11 "<u>FAA</u>" shall mean the Federal Aviation Administration.

46.12 "<u>gas</u>" shall mean natural gas, casing head gas, or other gaseous substances of any kind or nature.

46.13 "<u>Horizontal Well</u>" shall mean a well consisting of one or more laterals which is drilled, completed or recompleted in a manner in which the lateral component exceeds the vertical component of the completion interval in the objective formation. In the case of a multi-lateral Horizontal Well, each lateral, along with the common vertical wellbore, should be treated as a separate Horizontal Well.

46.14 "<u>Impositions</u>" means all taxes, payments in-lieu of taxes, assessments, levies, fees, municipal water and sewer rents and charges, and all other governmental charges, general and special, ordinary and extraordinary, foreseen and unforeseen, which are at any time after the Effective Date, imposed or levied upon or assessed against (A) the Leased Premises (to the extent arising from Lessee's operation, possession or use of the Leased Premises), (B) any rent, royalties or payments payable hereunder or (C) this Lease or the leasehold estate hereby created, and shall include, without limitation:

(i) taxes arising from the operation, possession or use of the Leased Premises by Lessee;

(ii) all gross receipts or similar taxes (i.e., taxes based upon gross income which fail to take into account deductions with respect to depreciation, interest, taxes or ordinary and necessary business expenses, in each case relating to the Leased Premises) imposed or levied upon, assessed against or measured by any royalties or rents payable hereunder;

(iii) all sales, value added, ad valorem, use and similar taxes at any time levied, assessed or payable on account of the acquisition, ownership, leasing, operation, possession or use of the Leased Premises by Lessee.

Provided, however, Impositions shall not include any tax on the Royalties, rent or other amounts due hereunder as income or receipts of Lessor.

46.15 "Leased Minerals" shall collectively mean oil, gas and liquid hydrocarbons.

46.16 "Material Event of Default" shall mean the failure to pay rent or royalties for more than four (4) consecutive months in any 12 month period or the failure to perform any obligation which would have a material adverse impact on the Airport operations.

46.17 "material title defect" shall mean a title defect that will (i) materially and adversely affect Lessee's ability to develop the acreage impacted by the title defect and/or (ii) a title defect that could result in a liability that would exceed the cost of developing the acreage impacted by the title defect.

46.18 "liquid hydrocarbons" shall mean all natural gas liquids of any kind or nature, including, but not limited to ethane, butane, propane and pentane.

46.19 "oil" shall mean all oil and condensate.

46.20 "PaDEP" shall mean the Pennsylvania Department of Environmental Protection.

46.21 "Processing Plant" shall mean the plant where natural gas is processed including the extraction and enhancement of liquid hydrocarbons.

46.22 "Prudent Operator" shall mean what a reasonable and competent operator in the oil and gas industry would do based on the same or similar facts and circumstances, including but not limited to the following based on the particular facts and circumstances: (i) the drill plan approved by Lessor, (ii) the drill schedule, (iii) economic, profitability and cost considerations, (including but not limited to drilling, operating and transportation costs and costs to modify the drill plan or drill schedule), (iv) safety issues, (v) drainage potential and (vi) sales prices.

46.23 "Title Dispute Date" shall mean the date that is eighteen (18) months after the Effective Date.

46.24 "TSA" shall mean the Transportation Security Administration.

46.25 "Valuation Firm" shall mean a qualified engineering or reserve valuation firm of national repute.

46.26 "Vertical Well" is a well that is not a Horizontal Well.

IN WITNESS WHEREOF, Lessor and Lessee have caused this agreement to be duly executed by their proper officers, all hereunto duly authorized, on the date first above written.

THE ALLEGHENY COUNTY AIRPORT AUTHORITY

By: ______________________________

Bradley D. Penrod, AAAE,
Executive Director

Date: ________________________

CNX GAS COMPANY LLC

By: ______________________________

Date: ________________________

Exhibit "A" and "A-1"	Site Plan for PIT and AGC
Exhibit "A(I)" and "A-1(I)"	Leased Premises for PIT and AGC
Exhibit "B" and "B-1"	No Drill Areas for PIT and AGC
Exhibit "C" and "C-1"	Part 77 Surfaces PIT and AGC
Exhibit "D" and "D-1"	Development Areas PIT and AGC
Exhibit "E"	Insurance Requirements
Exhibit "F"	Construction, Operation and Maintenance of Gas Wells on the Leased Premises
Exhibit "F-1"	Construction, Operation and Maintenance of Gas Wells off of the Leased Premises
Exhibit "G"	Oil and Gas Lease Access Road Specifications
Exhibit "H"	General Design Standards for Sites Located on the Leased Premises
Exhibit "I"	Miscellaneous Requirements for Sites Located on the Leased Premises
Exhibit "J"	Wildlife Hazard Management Plan
Exhibit "K"	Contractor Integrity Provisions
Exhibit "L"	Non Discrimination/Sexual Harassment Clause
Exhibit "M"	FAA Required Provisions
Exhibit "N"	Defective Acreage
Exhibit "O"	Well Log
Exhibit "P"	Form Right-of-Way