

IN THE COURT OF CHANCERY OF THE STATE OF DELAWARE

IN RE CNX GAS CORPORATION ) CONSOLIDATED  
SHAREHOLDERS LITIGATION ) C.A. NO. 5377-VCL

**NOTICE OF PENDENCY OF CLASS ACTION,  
PROPOSED SETTLEMENT OF CLASS ACTION AND SETTLEMENT HEARING**

TO: ALL RECORD HOLDERS AND BENEFICIAL OWNERS OF ANY SHARES OF COMMON STOCK OF CNX GAS CORPORATION (“CNX GAS” OR THE “COMPANY”) WHO HELD OR OWNED ANY SUCH STOCK AT ANY TIME DURING THE PERIOD BEGINNING ON AND INCLUDING MARCH 21, 2010 THROUGH AND INCLUDING MAY 28, 2010, INCLUDING ANY AND ALL OF THEIR RESPECTIVE SUCCESSORS-IN-INTEREST, SUCCESSORS, PREDECESSORS-IN-INTEREST, PREDECESSORS, REPRESENTATIVES, TRUSTEES, EXECUTORS, ADMINISTRATORS, ESTATES, HEIRS, ASSIGNS OR TRANSFEREES, IMMEDIATE AND REMOTE, AND ANY PERSON OR ENTITY ACTING FOR OR ON BEHALF OF, OR CLAIMING UNDER, ANY OF THEM, AND EACH OF THEM, TOGETHER WITH THEIR PREDECESSORS-IN-INTEREST, PREDECESSORS, SUCCESSORS-IN-INTEREST, SUCCESSORS, AND ASSIGNS, BUT EXCLUDING DEFENDANTS (DEFINED BELOW), T. ROWE PRICE (DEFINED BELOW), AND ANY PERSON, FIRM, TRUST, CORPORATION OR OTHER ENTITY RELATED TO OR AFFILIATED WITH ANY DEFENDANT OR T. ROWE PRICE (OTHER THAN EMPLOYEES OF SUCH ENTITIES WHO WERE NOT DIRECTORS OR OFFICERS DURING THE CLASS PERIOD (DEFINED BELOW)), AS WELL AS THE STOCKHOLDERS WHO SUBMITTED THE EXCLUSION REQUEST (DEFINED BELOW).

PLEASE READ THIS NOTICE CAREFULLY AND IN ITS ENTIRETY. YOUR RIGHTS WILL BE AFFECTED BY THE LEGAL PROCEEDINGS IN THIS ACTION. IF THE COURT APPROVES THE PROPOSED SETTLEMENT, YOU WILL BE FOREVER BARRED FROM CONTESTING THE FAIRNESS OF THE PROPOSED SETTLEMENT OR PURSUING THE “RELEASED CLAIMS” (DEFINED BELOW).

IF YOU ARE A NOMINEE WHO HELD CNX GAS COMMON STOCK FOR THE BENEFIT OF ANOTHER, READ THE SECTION BELOW ENTITLED, “NOTICE TO PERSONS OR ENTITIES HOLDING RECORD OWNERSHIP ON BEHALF OF OTHERS.”

**PURPOSE OF THIS NOTICE**

The purpose of this Notice is to inform you of the proposed settlement (the “Settlement”) of the above-captioned lawsuit (the “Consolidated Action”) pending in the Court of Chancery of the State of Delaware (the “Court”). Pursuant to the Settlement, plaintiffs Harold L. Hurwitz (“Hurwitz”) and James R. Gummel (“Gummel”) (together, “Plaintiffs”), on their own behalf and on behalf of all members of the Class (defined herein), have agreed to dismiss with prejudice their claims against CNX Gas, CONSOL Energy Inc. (“CONSOL”), J. Brett Harvey (“Harvey”), Raj K. Gupta (“Gupta”), and Philip W. Baxter (“Baxter”) (collectively, “Defendants”), which relate to the transaction pursuant to which CONSOL commenced a tender offer to acquire all of the outstanding shares of CNX Gas it did not already own for \$38.25 per share in cash, and, subsequently, CNX Gas merged with and into a subsidiary of CONSOL via a short-form merger. In consideration of the Settlement, Defendants have agreed to cause the sum of \$42,730,913.50 (the “Settlement Amount”) to be paid for benefit of the Class.

This Notice also informs you of your right to participate in a hearing to be held on August 23, 2013, at 2:00 p.m., before the Court in the New Castle County Courthouse, 500 North King Street, Wilmington, Delaware 19801 (the “Settlement Hearing”), to (a) determine whether the Consolidated Action may be maintained as a class action and whether the Class (defined below) should be recertified permanently, for settlement purposes, pursuant to Delaware Court of Chancery Rules 23(a) and 23(b)(1) and/or (b)(2); (b) determine whether Plaintiffs and Class Counsel have adequately represented the interests of the Class in the Consolidated Action; (c) determine whether a Stipulation and Agreement of Compromise and Settlement, dated May 8, 2013 (the “Settlement Agreement” or the “Stipulation”), and the terms and conditions of the Settlement proposed in the Stipulation, are fair, reasonable and adequate to the members of the Class and should be approved by the Court; (d) determine whether the Order and Final Judgment should be entered dismissing the Consolidated Action and Released Claims with prejudice as against Plaintiffs and the Class, releasing and discharging with respect to Plaintiffs and all Class Members the Released Claims against the Released Parties, and permanently barring and enjoining prosecution of any and all Released Claims in any forum; (e) hear and rule on any objections to the Settlement; (f) consider the application of Plaintiffs’ counsel for an award of attorneys’ fees and reimbursement of expenses, and any objections thereto; and (g) rule on other such matters as the Court may deem appropriate.

**BACKGROUND OF THE LAWSUIT**

THE DESCRIPTION OF THE CONSOLIDATED ACTION AND SETTLEMENT THAT FOLLOWS HAS BEEN PREPARED BY COUNSEL FOR THE PARTIES (DEFINED BELOW). THE COURT HAS MADE NO FINDINGS WITH RESPECT TO SUCH MATTERS, AND THIS NOTICE IS NOT AN EXPRESSION OR STATEMENT BY THE COURT OF FINDINGS OF FACT.

1. As of March 20, 2010, CONSOL was the largest single stockholder of CNX Gas, owning approximately 83% of the Company’s shares issued and outstanding at that time.
2. On March 20, 2010, CONSOL entered into an agreement with CNX Gas’s largest public stockholder (other than CONSOL), T. Rowe Price Associates, Inc. (“T. Rowe Price”), pursuant to which CONSOL agreed to commence a tender offer to acquire all of the shares of CNX Gas common stock that CONSOL did not already own at a price of \$38.25, in cash, per share (the “Tender Offer”).
3. T. Rowe Price was also CONSOL’s third largest stockholder, owning approximately 11,809,600 shares of CONSOL common stock, or 6.51% of CONSOL’s shares issued and outstanding at that time.
4. On March 21, 2010, CONSOL announced that it had entered into the agreement with T. Rowe Price and that it had agreed to commence the Tender Offer. CONSOL subsequently announced that, in the event the conditions of the Tender Offer were satisfied, CONSOL would effect a short-form merger between CNX Gas and a subsidiary of CONSOL (the “Merger,” and together with the Tender Offer, the “Transaction”).

5. On March 29, 2010, Gummel filed a putative class action lawsuit in the Court, captioned *Gummel v. CONSOL Energy, Inc.*, C.A. No. 5377-VCL (“Gummel Action”), against CONSOL alleging, among other things, that it breached its fiduciary duties by attempting to acquire the remaining outstanding shares of CNX Gas not already owned by CONSOL through a coercive and unfair process and for an unfair price.
6. On March 29, 2010, Daniel Schurr filed a putative class action lawsuit in the Court of Common Pleas of Washington County, Pennsylvania (“Pennsylvania Court”), captioned *Schurr v. CNX Gas Corporation*, Case No. 2010-2333 (“Schurr Action”), against the Company, members of the Company’s Board of Directors (“Board”), certain officers of the Company and CONSOL, and CONSOL, alleging that the Company’s directors and officers breached their fiduciary duties by, among other things, placing their own interests and the interests of the Company’s majority stockholder ahead of those of the Company’s public stockholders, and further alleging that CNX Gas and CONSOL aided and abetted those breaches of fiduciary duty.
7. On March 30, 2010, Ira Gaines (“Gaines”) filed a putative class action lawsuit in the Court, captioned *Gaines v. CNX Gas Corporation*, C.A. No. 5378-VCL (“Gaines Action”), against the Company, members of the Board, and CONSOL, alleging that the Company’s directors breached their fiduciary duties by, among other things, (i) engaging in a flawed process and failing to act in the interests of CNX Gas’s public stockholders, and (ii) agreeing to an inadequate offer price, and further alleging that CONSOL aided and abetted those breaches of fiduciary duty.
8. On April 12, 2010, Samuel S. Polen filed a putative class action lawsuit in the Pennsylvania Court, captioned *Polen v. CNX Gas Corporation*, Case No. 2010-2626 (together with the Schurr Action, the “Pennsylvania Actions”), against the Company, members of the Company’s Board, and CONSOL, alleging, among other things, that the Company’s directors breached their fiduciary duties by agreeing to sell CNX Gas to CONSOL through an unfair process and for an unfair price, and that CNX Gas and CONSOL aided and abetted those breaches of fiduciary duty.
9. On April 12, 2010; 13, 2010; and 20, 2010, Defendants filed motions to stay the Pennsylvania Actions.
10. On April 13, 2010, Hurwitz filed a putative class action lawsuit in the Court, captioned *Hurwitz v. CNX Gas Corporation*, C.A. No. 5405-VCL (“Hurwitz Action”), against the Company, members of the Board, and CONSOL, alleging that the directors breached their fiduciary duties because they, among other things, (i) had material conflicts of interest by virtue of Defendants Harvey, Gupta, and Baxter all being members of CONSOL’s board of directors, and (ii) as directors of the Company, agreed to accept an inadequate and unfair price, and further alleging that CNX Gas aided and abetted those breaches of fiduciary duty.
11. On April 15, 2010, the CNX Gas Board formed a special committee (“Special Committee”) consisting of the Company’s independent director, John R. Pipski (“Pipski”), to evaluate the Tender Offer.
12. Plaintiffs Gaines and Hurwitz jointly served their First Request for the Production of Documents and Things to All Defendants on April 16, 2010.
13. On April 21, 2010, the Court entered an Order of Consolidation and Appointment of Lead Counsel, which consolidated the Gummel, Gaines, and Hurwitz Actions under the caption *In re CNX Gas Corporation Shareholders Litigation*, C.A. No. 5377-VCL (as previously defined, the “Consolidated Action”), designated Rigrodsky & Long, P.A. as Plaintiffs’ Co-Lead Counsel, and designated Levi & Korsinsky, LLP as a member of Plaintiffs’ Executive Committee.<sup>1</sup>
14. On April 26, 2010, the Pennsylvania Court entered an Order granting Defendants’ motions to stay the Pennsylvania Actions.<sup>2</sup>
15. On April 28, 2010, CONSOL announced it was commencing the Tender Offer. The Offer to Purchase was filed with the United States Securities and Exchange Commission (“SEC”) on April 28, 2010 on Schedule TO (“Schedule TO”). The Tender Offer was scheduled to expire on May 26, 2010.
16. Plaintiffs filed a Motion for Expedited Proceedings on April 28, 2010, which sought expedited discovery and an expedited hearing and briefing schedule with respect to Plaintiffs’ concomitantly-filed Motion for Preliminary Injunction.
17. On April 30, 2010, Plaintiffs filed a Motion for Commission directed to T. Rowe Price, which was granted on May 3, 2010, and on May 3, 2010, Plaintiffs filed a Motion for Commission directed to Lazard Ltd. (“Lazard”), the Special Committee’s financial advisor, which was granted the same day.
18. On May 3, 2010, Plaintiffs served a subpoena *ad testificandum* and *duces tecum* directed to Stifel Nicolaus & Company, Inc. (“Stifel”), CONSOL’s financial advisor in connection with the Transaction.
19. The parties subsequently came to an agreement regarding a schedule for expedited proceedings and the presentation of Plaintiffs’ Motion for Preliminary Injunction, and a stipulated Order Regarding Expedited Proceedings was entered by the Court on May 5, 2010.
20. On May 11, 2010, the Special Committee filed its Solicitation/Recommendation Statement on Schedule 14D-9 (“14D-9”). In the 14D-9, the Special Committee stated that it expressed no opinion with respect to the Tender Offer and that it was remaining neutral regarding the Tender Offer.
21. On May 12, 2010, Plaintiffs’ counsel<sup>3</sup> took the deposition of Defendant Harvey.
22. On May 12, 2010, Plaintiffs’ counsel took the deposition of Albert Garner, a managing director of Lazard.
23. On May 13, 2010, Plaintiffs’ counsel took the deposition of David Giroux, a portfolio manager at T. Rowe Price.
24. On May 14, 2010, Plaintiffs’ counsel took the deposition of Christopher Shebby (“Shebby”), a managing director at Stifel.

<sup>1</sup> The Court also appointed Wolf Haldenstein Adler Freeman & Herz LLP as Co-Lead Counsel in that Order, but that firm subsequently withdrew from the Consolidated Action by Stipulation granted May 4, 2011.

<sup>2</sup> Unless otherwise specifically noted herein, all references to the actions of the Court, the Parties, and their counsel are to those taken in the Consolidated Action.

<sup>3</sup> References to “Plaintiffs’ counsel” in portions of this background section also include counsel for Plaintiff Gaines, up to and until such counsel withdrew from the Consolidated Action on or around May 4, 2011.

25. On May 14, 2010, Plaintiffs' counsel took the deposition of Pipski, the sole member of the Special Committee and the independent director of CNX Gas.
26. On May 18, 2010, Plaintiffs filed their Verified Consolidated Class Action Complaint ("Consolidated Complaint"), alleging, among other things, that (i) the Special Committee was unable to perform its function of fully evaluating the Tender Offer because the Special Committee was not granted the authority to consider other alternatives, (ii) the valuation analysis performed by Lazard was flawed and skewed in favor of CONSOL, and (iii) negotiations between CONSOL and T. Rowe Price failed to afford the Company's minority stockholders any protection. The Consolidated Complaint also alleged numerous omissions of material fact in the 14D-9 and in the Schedule TO filed by CONSOL.
27. Also on May 18, 2010, Plaintiffs filed their Opening Brief in Support of Their Motion for Preliminary Injunction.
28. On May 21, 2010, Defendants filed their Answering Briefs in Opposition to Plaintiffs' Motion for a Preliminary Injunction.
29. On May 22, 2010, Plaintiffs filed their Reply Brief in Support of Their Motion for a Preliminary Injunction.
30. On May 24, 2010, the Court held an oral argument on the Motion for Preliminary Injunction.
31. On May 25, 2010, the Court entered an Order denying Plaintiffs' Motion for Preliminary Injunction and issued its accompanying Opinion. Among other things, the Opinion stated that the Transaction would be reviewed for entire fairness. The Court found that Plaintiffs had demonstrated a reasonable likelihood of success on the merits of their claims regarding the fairness of the Tender Offer, but found that Plaintiffs' disclosure claims were meritless. The Court ultimately denied Plaintiffs' Motion for Preliminary Injunction because Plaintiffs had not shown any threat of irreparable harm that could not be remedied by an award of post-closing damages.
32. On May 26, 2010, the Tender Offer expired. Approximately 95% of the outstanding CNX Gas shares not already owned by CONSOL were tendered in the offer. A subsidiary of CONSOL then consummated the Merger with CNX Gas on May 28, 2010.
33. On June 4, 2010, Defendants filed their Application for Certification of Interlocutory Appeal.
34. On June 25, 2010, Plaintiffs filed a brief in support of their Opposition to the Application for Certification of Interlocutory Appeal.
35. On July 5, 2010, the Court certified the interlocutory appeal. The Delaware Supreme Court declined to accept the interlocutory appeal in an Order dated July 8, 2010.
36. On June 7, 2010, Pipski, CNX Gas, CONSOL and the Individual Defendants<sup>4</sup> filed separate Motions to Dismiss the Consolidated Complaint. On June 30, 2010, Pipski filed his Opening Brief in support of his Motion to Dismiss.
37. On July 20, 2010, Plaintiffs filed a second Motion for Commission directed to T. Rowe Price, which was granted the same day.
38. On July 23, 2010, the Court dismissed Pipski from the case pursuant to a Stipulation and Order of Dismissal. On July 28, 2010, the Court entered a Stipulation and Order of Partial Dismissal, which dismissed Plaintiffs' disclosure claims.
39. On August 6, 2010, the remaining Defendants filed their Answer to the Consolidated Complaint.
40. Plaintiffs served their Second Request for the Production of Documents and Things to All Defendants on August 19, 2010.
41. On September 15, 2010, Plaintiffs' counsel took the deposition of John Wakeman, a portfolio manager at T. Rowe Price.
42. On September 17, 2010, Plaintiffs' counsel took the deposition of Shawn Driscoll, a research analyst at T. Rowe Price.
43. On September 21, 2010, Plaintiffs' counsel took the deposition of John Linehan, T. Rowe Price's Director of U.S. Equity.
44. On September 29, 2010, Plaintiffs filed a Motion for Commission directed to Dominion Resources, Inc., which was granted on October 4, 2010.
45. On November 9, 2010, Gaines voluntarily dismissed his claims against Defendants, while the remaining Plaintiffs continued to prosecute their claims.
46. On December 3, 2010, Defendants' counsel took the deposition of Plaintiff Gummel.
47. On December 9, 2010, Defendants' counsel took the deposition of Plaintiff Hurwitz.
48. On December 17, 2010, Plaintiffs filed a Motion for Class Certification.
49. On January 20, 2011, the Court entered a Stipulated Order Granting Plaintiffs' Motion for Class Certification (the "Certification Order"), which certified a class pursuant to Court of Chancery Rule 23(b)(3) consisting of  
Any and all record holders and beneficial owners of common stock of CNX Gas at any time from March 21, 2010 through and including May 28, 2010. Excluded from the Class are Defendants, T. Rowe Price, and any person, firm, trust, corporation, or other entity related to or affiliated with any Defendant or T. Rowe Price.
50. On February 18, 2011, Plaintiffs' counsel continued their deposition of Defendant Harvey.
51. On March 10, 2011, Plaintiffs' counsel continued their deposition of Shebby.
52. On March 11, 2011, Plaintiffs' counsel took the deposition of Defendant Baxter.
53. On March 25, 2011, Plaintiffs' counsel took the deposition of Defendant Gupta.
54. On March 29, 2011, Plaintiffs' counsel took the deposition of Patrick Keeley, co-head of investment banking at Stifel.
55. On April 1, 2011, Plaintiffs' counsel took the deposition of Jerome Richey, Chief Legal Officer and Secretary for CONSOL and CNX Gas at the time of the Tender Offer.

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<sup>4</sup> "Individual Defendants" refers to Defendants Harvey, Baxter, and Gupta.

56. Plaintiffs filed with the Court and served upon Defendants the expert reports of Daniel Beaulne (“Beaulne”), Plaintiffs’ valuation expert, on April 29, 2011, May 27, 2011, and May 21, 2012.
57. Defendants served expert reports of Dr. Scott T. Jones (“Jones”), Defendants’ valuation expert, on April 29, 2011, May 27, 2011, and June 20, 2012.
58. On May 4, 2011, the Court granted a Stipulation whereby counsel for plaintiff Gaines withdrew from the Consolidated Action.
59. On September 7, 2011, Plaintiffs served their Third Request for the Production of Documents and Things to All Defendants.
60. On November 23, 2011, Plaintiffs filed a Motion to Extend the Fact Discovery Deadline and to Compel Production of Responsive Documents.
61. On December 6, 2011, the Court entered a Briefing Schedule Regarding Plaintiffs’ Motion to Extend the Fact Discovery Deadline and to Compel Production of Responsive Documents.
62. On July 19, 2012, Plaintiffs’ counsel took the deposition of Jones.
63. On July 20, 2012, Defendants’ counsel took the deposition of Beaulne.
64. On January 9, 2013, Plaintiffs’ counsel took the deposition of Stephen M. Kenney, an employee of CONSOL.
65. Throughout the course of the Consolidated Action, Defendants and third parties produced, and Plaintiffs’ counsel reviewed, over 95,000 pages of documents, including, inter alia, Board meeting minutes, Board presentations, and banker books.
66. On January 9, 2013, the Court entered the Stipulated Fifth Amended Pre-Trial Scheduling Order that, among other things, scheduled a four-day trial to commence on March 11, 2013.
67. On January 22, 2013, Plaintiffs filed their Opening Pre-Trial Brief, which argued, inter alia, that the process by which Defendants agreed to the Tender Offer was unfair, that the price paid in the Transaction was unfairly low and did not reflect the fair value of the Company, and that Defendants should bear the burden of proof to show the Transaction was entirely fair. Plaintiffs further argued that the negotiations between CONSOL and T. Rowe Price were not at arms’ length and the Special Committee was rendered powerless to negotiate a better deal, adopt other defensive measures, or seek alternative bidders.
68. On January 28, 2013, Plaintiffs filed an Unopposed Motion for Approval of Class Notice, which was granted by the Court on January 31, 2013.
69. Beginning on or about February 13, 2013, the Notice of Pendency of Class Action and Class Certification (“Class Notice”) was disseminated to the Class, which notified stockholders of, among other things, their right to request exclusion from the Class and the procedure to do so. To Plaintiffs’ counsel’s knowledge, only one exclusion request has been received to date, which request was filed prior to the March 4, 2013 deadline for doing so (the “Exclusion Request”).
70. On February 19, 2013, CNX Gas, CONSOL and the Individual Defendants filed their Pretrial Brief, arguing that the Court’s preliminary injunction Opinion holding that the unified standard was the appropriate standard by which to review the Tender Offer departed from existing Delaware Court of Chancery and Supreme Court precedent. Defendants also argued that they structured the Transaction in good-faith compliance with then-existing Delaware law. Defendants further argued that, even if the Transaction were to be subject to entire fairness review, the price offered by CONSOL was entirely fair and Plaintiffs and the Class sustained no damages.
71. On February 21, 2013, Plaintiffs and Defendants engaged in a one-day in-person mediation session in Washington, D.C., conducted in good faith with arm’s-length negotiations under the supervision and with the assistance of JAMS mediators and arbitrators.
72. Following mediation, Plaintiffs’ counsel prepared a Pre-Trial Stipulation and Order and continued to prepare for trial.
73. Good-faith, arm’s-length mediated negotiations continued telephonically following the one-day in-person mediation session.
74. On February 28, 2013, the Parties reached an agreement in principle to settle the Consolidated Action and resolve Plaintiffs’ claims on the basis that Defendants would pay \$42,730,913.50, to be distributed to the Class, which amount approximated the difference between \$38.25 per share and \$41.00 per share for each share owned by members of the Class at the time of the Closing (as defined below).
75. On March 1, 2013, counsel for the Parties informed the Court of the agreement in principle to settle the Consolidated Action, and requested adjournment of the upcoming deadlines and trial dates.
76. Defendants acknowledge that negotiations with Plaintiffs’ counsel were the sole cause of the assumption by Defendants of the obligation to make the Settlement Payment (defined below) pursuant to the Settlement.
77. Defendants have denied, and continue to deny, all allegations of wrongdoing, fault, liability or damage with respect to all claims asserted in the Consolidated Action and the Pennsylvania Actions, including that they have committed any violations of law, that they have acted improperly in any way, and that they have any liability or owe any damages of any kind to Plaintiffs and/or the Class, but are entering into the Stipulation solely because they consider it desirable that the Consolidated Action be settled and dismissed with prejudice in order to, among other things, (i) eliminate the uncertainty, burden, inconvenience, expense, and distraction of further litigation, and (ii) finally put to rest and terminate all the claims that were or could have been asserted by Plaintiffs or any other member of the Class against Defendants in the Consolidated Action, the Pennsylvania Actions, or in any other action, in any court or tribunal, relating to the Transaction.
78. The entry by Plaintiffs into the Stipulation is not an admission as to the lack of any merit of any claims asserted in the Consolidated Action. In negotiating and evaluating the terms of the Stipulation, Plaintiffs’ counsel considered the legal and factual defenses to Plaintiffs’ claims that Defendants raised and might have raised throughout the pendency of the Consolidated Action. In addition, Plaintiffs considered the benefits to be provided to the Class through the Settlement Payment. Based upon their evaluation, Plaintiffs and Plaintiffs’ counsel have determined that the Settlement set forth in the Stipulation is fair, reasonable and adequate to Plaintiffs and the Class, and that it confers substantial benefits upon the Class.

79. The Parties recognize the time and expense that would be incurred by further litigation and the uncertainties inherent in such litigation.

80. The Settlement of the Consolidated Action on the terms and conditions set forth in the Stipulation includes, but is not limited to, a release of all claims that were or could have been asserted in the Consolidated Action.

81. The Court has not finally determined the merits of the claims made by Plaintiffs against, or the defenses of, the Defendants. This Notice does not imply that there has been or would be any finding of violation of the law or that relief in any form or recovery in any amount could be had if the Consolidated Action was not settled.

### **THE SETTLEMENT TERMS**

1. The Settlement of the Consolidated Action has been reached among Plaintiffs, acting in their individual capacities and as representatives of the Class, and Defendants. The terms and conditions of the Settlement are set forth in detail in the Stipulation, which has been filed with the Court. The Settlement is subject to and becomes effective only upon approval by the Court. This Notice only includes a summary of various terms of the Settlement, and does not purport to be a comprehensive description of its terms, which are available for review as described below.

2. The Stipulation provides, among other things, that the Settlement Payment has been agreed to and provided in consideration for the full and final settlement and dismissal with prejudice of the Consolidated Action and the release of any and all Released Claims, including claims asserted in the Pennsylvania Actions, and that no Defendant or other Released Party shall have any obligation to pay or bear any additional amounts, expenses, costs, damages, or fees to or for the benefit of Plaintiffs or any Class Member in connection with the Settlement, including but not limited to attorneys' fees and expenses for any counsel to any Class Member.

3. If the Court approves the Settlement, each of the following will occur:

- a. The Consolidated Action and Released Claims will be dismissed with prejudice on the merits. This dismissal on the merits will be binding as to all Class Members.
- b. As of the Effective Date, Plaintiffs and all Class Members, on behalf of themselves, and any and all of their respective successors-in-interest, successors, predecessors-in-interest, predecessors, representatives, trustees, executors, administrators, estates, heirs, assigns or transferees, immediate and remote, and any person or entity acting for or on behalf of, or claiming under, any of them, and each of them, agree to release and forever discharge, and by operation of the Order and Final Judgment shall release and forever discharge, all Released Claims (as defined below) as against all Released Parties (as defined below).
- c. As of the Effective Date, Defendants and all Released Parties agree to fully, completely, finally, and forever release, relinquish and discharge Plaintiffs and Plaintiffs' counsel from all claims, including Unknown Claims, arising out of or relating to the institution, prosecution, settlement, or resolution of the Consolidated Action (provided, however, that this release, relinquishment and discharge shall not include claims by the Parties to enforce the terms of the Settlement or Settlement Agreement).
- d. As of the Effective Date, the Released Parties shall be deemed to be released and forever discharged from all of the Released Claims.
- e. As of the Effective Date, Plaintiffs and all Class Members, on behalf of themselves, and any and all of their respective successors-in-interest, successors, predecessors-in-interest, predecessors, representatives, trustees, executors, administrators, estates, heirs, assigns or transferees, immediate and remote, and any person or entity acting for or on behalf of, or claiming under, any of them, and each of them, will be forever barred and enjoined from commencing, instituting, maintaining, prosecuting or asserting, either directly or in any other capacity, in any forum, any Released Claims against any of the Released Parties.
- f. The Settlement Payment shall be paid as specified below:
  - i. Within five (5) business days after the Court's entry of the Scheduling Order (defined herein), \$400,000 of the Settlement Amount (the "Administration Fund") was deposited into the Account (defined in paragraph 12(a) below). The Administration Fund shall be used by Class Counsel or its designees only to pay reasonable and necessary Administrative Costs.
  - ii. Within ten (10) business days after the Effective Date, the remaining Settlement Amount shall be deposited (net of the \$400,000 Administration Fund advancement provided for above) into the Account, provided that Class Counsel has timely provided complete wire transfer information and instructions to Defendants. The Account shall be administered by a paying agent chosen by Class Counsel (the "Paying Agent") and shall be used (i) to pay any Fee and Expense Award, (ii) to pay Administrative Costs, and (iii) following the payment of the foregoing (i) and (ii), for subsequent disbursement of the Net Settlement Amount to the Settlement Payment Recipients as further described herein.

4. Apart from the payment of the Settlement Amount as described above, Defendants shall have no further monetary obligation to Plaintiffs, the Class, any Class Member, Class Counsel, or any other Plaintiffs' counsel. The Settlement Amount shall be paid without waiver of any right of Defendants to pursue claims against any insurers who have not reached separate settlements with Defendants regarding their contribution to the Settlement Amount.

5. Class Counsel shall be solely responsible for determining whether any taxes of any kind are due on income earned by the Account, for filing any necessary tax returns, and for causing any necessary taxes to be paid. Any such taxes, as well as any expenses incurred by Class Counsel in connection with determining the amount of, and paying, such taxes shall be considered Administrative Costs and shall be paid out of the Settlement Amount.

6. As soon as reasonably practicable after the Effective Date, the Net Settlement Amount will be disbursed by the Paying Agent to the Settlement Payment Recipients and will be allocated on a per-share basis amongst the Settlement Payment Recipients who have submitted to the Paying Agent a valid Proof of Claim by the deadline provided herein based on the number of shares of CNX Gas common stock held by the applicable Settlement Payment Recipient upon the Closing (provided that if a Settlement Payment Recipient held shares of CNX Gas common stock in registered form and has not submitted a letter of transmittal as of the Effective Date, such payment shall be allocated to such Settlement Payment Recipient, but will not be remitted until such Settlement Payment Recipient has submitted its letter of transmittal or other satisfactory proof sufficient to determine whether such Class Member is a Settlement Payment Recipient (the "Initial Distribution"). Defendants shall have no input,

responsibility or liability for any claims, payments or determinations by the Paying Agent in respect of Class Member claims for payment under the Settlement. If Plaintiffs and/or the Paying Agent have made reasonable efforts to have Settlement Payment Recipients claim their payments, and the amount of the Net Settlement Amount that remains unclaimed by the Settlement Payment Recipients (the "Unclaimed Amount") exceeds \$100,000 after a period of six (6) months after the Initial Distribution, then the Unclaimed Amount will be re-disbursed by the Paying Agent for payment to all Settlement Payment Recipients, who claimed their payments in the Initial Distribution, on a pro rata basis. If, however, after a period of six (6) months after the Initial Distribution, the amount of the Unclaimed Amount is equal to or less than \$100,000, or if any of the Unclaimed Amount remains unclaimed after the re-disbursement described in the preceding sentence, then any such unclaimed amount of the Net Settlement Amount shall be donated to the Delaware Combined Campaign for Justice.

7. Plaintiffs or their designee shall pay out of the Account any and all costs associated with the allocation and distribution of the Net Settlement Amount (including the costs of any re-distribution of the Net Settlement Amount and the costs associated with any charitable donation).

8. Other than as provided in the Stipulation, Defendants, their insurers, and the Released Parties shall have no involvement in, responsibility for, or liability relating to the distribution of the Net Settlement Payment to Class Members. No Class Member shall have any claim against any Plaintiff, Plaintiffs' counsel, any Defendant, any of the Released Parties, or any of their counsel or insurers based on the distributions made substantially in accordance with the Stipulation and/or orders of the Court.

#### **PROOF OF CLAIM**

9. Only Class Members who were beneficial holders of CNX Gas common stock on May 26, 2010, or if they did not tender their shares in the Tender Offer, at the time of the consummation of the short-form merger on May 28, 2010, and who received consideration for shares of CNX Gas common stock in the Transaction, are eligible to participate in the distribution of the Net Settlement Amount. Any Class Member who satisfies one of these criteria, who wishes to participate in the distribution of the Net Settlement Amount, shall submit to the Paying Agent a completed Proof of Claim in the form attached hereto **postmarked no later than November 6, 2013**. Any Proof of Claim submitted to the Paying Agent after such date may be rejected as untimely.

10. The Settlement and any Order and Final Judgment entered by the Court, including the releases described herein, shall be binding on all Class Members even if (i) they are ineligible to submit a Proof of Claim because they sold their shares prior to the Closing, or (ii) they fail to submit a valid and timely Proof of Claim.

#### **DISMISSAL AND RELEASE**

11. It is the intent of the Parties to the Consolidated Action that the proposed Settlement, if the Court approves it, shall extinguish for all time completely, fully, finally and shall forever compromise, settle, release, discharge, extinguish and dismiss on the merits and with prejudice, upon and subject to the terms and conditions set forth in the Stipulation, all rights, claims and causes of action that are or relate to the Released Claims against any of the Released Parties and that each of the Defendants and each of the other Released Parties shall be deemed to be released and forever discharged from all of the Released Claims.

#### **DEFINITIONS**

12. For purposes of the Settlement:

- a. "Account" means an account at PNC Bank, NA, with Class Counsel (defined herein) as escrow agent, which is to be maintained by the Paying Agent (defined herein) and into which the Settlement Amount shall be deposited. The funds deposited into the Account shall be invested in instruments backed by the full faith and credit of the United States Government or an agency thereof, or if the yield on such instruments is negative, in an account fully insured by the United States Government or an agency thereof.
- b. "Administrative Costs" means all costs and expenses associated with providing notice of the Settlement to the Class or otherwise administering or carrying out the terms of the Settlement.
- c. "Class" means any and all record holders and beneficial owners of common stock of CNX Gas Corporation at any time from March 21, 2010 through and including May 28, 2010 (the "Class Period"). Excluded from the Class are Defendants, T. Rowe Price, and any person, firm, trust, corporation, or other entity related to or affiliated with any Defendant or T. Rowe Price (other than employees of such entities who were not directors or officers during the Class Period), as well as the stockholders who submitted the Exclusion Request.
- d. "Class Counsel" means Rigrotsky & Long, P.A.
- e. "Class Member" or "Class Members" mean a member or members of the Class.
- f. "Effective Date" means the first business day following the date on which all of the conditions set forth in Paragraph 14 of the Stipulation shall have occurred.
- g. "Fee and Expense Award" means an award to Class Counsel of fees and expenses to be paid from the Settlement Amount (defined herein) approved by the Court in accordance with the Stipulation and in full satisfaction of any and all claims for attorneys' fees that have been, could be or could have been asserted by Plaintiffs' counsel or any other counsel for any member of the Class.
- h. "Final," when referring to the Order and Final Judgment, means that the Order and Final Judgment has been entered by the Court and one of the following has occurred: (i) the time for the filing or noticing of any motion for reconsideration, appeal, or other review of the Order and Final Judgment has expired without any such filing or notice, or (ii) the Order and Final Judgment has been affirmed in all material respects on an appeal or after reconsideration or other review and is no longer subject to review upon appeal, reconsideration, or other review, and the time for any petition for reconsideration, re-argument, appeal or review of the Order and Final Judgment or any order affirming the Order and Final Judgment has expired; provided, however, that any disputes or appeals relating solely to the amount, payment or allocation of attorneys' fees and expenses shall have no effect on finality for purposes of determining the date on which the Order and Final Judgment became final, and shall not otherwise prevent, limit, or otherwise affect the Order and Final Judgment or prevent, limit, delay or hinder the Order and Final Judgment's becoming final.

- i. "Final Approval of the Fee Application" shall be deemed to occur on the first business day following the date any award of attorneys' fees and expenses in connection with the Fee Application (defined herein) becomes final and no longer subject to further appeal or review, whether by affirmance on or exhaustion of any possible appeal or review, lapse of time or otherwise.
- j. "Net Settlement Amount" means the Settlement Amount as defined herein less any Fee and Expense Award and Administrative Costs.
- k. "Order and Final Judgment" means the Order and Final Judgment to be entered in the Consolidated Action substantially in the form attached as Exhibit D to the Stipulation or as modified by the Court with the written consent of the Parties or as modified by agreement of the Parties in writing.
- l. "Parties" means Plaintiffs and Defendants.
- m. "Person" means any individual, corporation, partnership, limited liability company, association, affiliate, joint stock company, estate, trust, unincorporated association, entity, government and any political subdivision thereof, or any other type of business or legal entity.
- n. "Released Claims" means any and all manner of claims, demands, rights, liabilities, losses, obligations, duties, damages, costs, debts, expenses, interest, penalties, sanctions, fees, attorneys' fees, actions, potential actions, causes of action, suits, agreements, judgments, decrees, matters, issues and controversies of any kind, nature or description whatsoever, whether known or unknown, disclosed or undisclosed, accrued or unaccrued, apparent or not apparent, foreseen or unforeseen, matured or not matured, suspected or unsuspected, liquidated or not liquidated, fixed or contingent, including Unknown Claims (defined below), that Plaintiffs or any or all other Class Members ever had, now have, or may have, whether direct, derivative, individual, class, representative, legal, equitable or of any other type, or in any other capacity, against any of the Released Parties (defined below), whether based on state, local, foreign, federal, statutory, regulatory, common or other law or rule (including, but not limited to, any claims under federal securities laws, including such claims within the exclusive jurisdiction of the federal courts, or state disclosure law or any claims that could be asserted derivatively on behalf of CNX Gas), which, now or hereafter, are based upon, arise out of, relate in any way to, or involve, directly or indirectly, (i) the Transaction (including either or both of the Tender Offer and the Merger), (ii) any deliberations or negotiations in connection with the Transaction, (iii) the consideration received by Class Members or by any other Person in connection with the Transaction, (iv) the Schedule TO, the 14D-9 or any other disclosures, public filings, periodic reports, press releases, proxy statements or other statements issued, made available or filed relating, directly or indirectly, to the Transaction, (v) the fiduciary duties and obligations of the Released Parties in connection with the Transaction, (vi) any of the allegations in any complaint or amendment(s) thereto filed in the Consolidated Action, including in any of its constituent actions, or the Pennsylvania Actions, or (vii) any other actions, transactions, occurrences, statements, representations, misrepresentations, omissions, allegations, facts, practices, events, claims or any other matters, things or causes whatsoever, or any series thereof, that were, could have been, or in the future can or might be alleged, asserted, set forth, claimed, embraced, involved, or referred to in, or otherwise related, directly or indirectly, in any way to, the Consolidated Action or the Pennsylvania Actions, or the subject matter of those actions; provided, however, that the Released Claims shall not include claims to enforce the Settlement.
- o. Whether or not any or all of the following Persons were named, served with process or appeared in the Consolidated Action, "Released Parties" means (i) Defendants (i.e., CNX Gas, CONSOL, Harvey, Baxter, and Gupta), (ii) any Person which is, was, or will be related to or affiliated with any or all of Defendants or in which any or all of Defendants has, had, or will have a controlling interest, and (iii) each and all of the foregoing's respective past, present, or future family members, spouses, heirs, trusts, trustees, executors, estates, administrators, beneficiaries, distributees, foundations, agents, employees, fiduciaries, general or limited partners or partnerships, joint ventures, member firms, limited liability companies, corporations, parents, subsidiaries, divisions, affiliates, associated entities, stockholders, principals, officers, managers, directors, managing directors, members, managing members, managing agents, predecessors, predecessors-in-interest, successors, successors-in-interest, assigns, financial or investment advisors, advisors, consultants, investment bankers, entities providing any fairness opinion, underwriters, brokers, dealers, lenders, commercial bankers, attorneys, personal or legal representatives, accountants, insurers, co-insurers, reinsurers, and associates.
- p. "Settlement" means the settlement of the Consolidated Action between and among Plaintiffs, on behalf of themselves and the Class, and Defendants, as set forth in the Stipulation.
- q. "Settlement Amount" means a total of forty-two million, seven hundred thirty thousand nine hundred thirteen dollars and fifty cents in cash (\$42,730,913.50). Defendants and/or their insurers will fund in its entirety the Settlement Amount. Nothing in this paragraph shall have an effect on the respective rights and obligations between or among Defendants or their respective insurers, or upon any separate agreements concerning the claims, defenses, debts, obligations or payments between or among Defendants.
- r. "Settlement Payment Recipients" means all Class Members who were beneficial holders of CNX Gas common stock on May 26, 2010, or if they did not tender their shares in the Tender Offer at the time of the consummation of the short-form merger on May 28, 2010 (the "Closing"), and who received consideration for shares of CNX Gas common stock in the Transaction, and who submitted a valid claim form in the form attached hereto (the "Proof of Claim") to the Paying Agent.

### PROCEDURE

13. If the Stipulation is terminated pursuant to Paragraph 20 thereof, (a) Plaintiffs shall within ten (10) business days cause to be refunded to CONSOL all amounts held in the Account as of the date of termination (i.e., the Administration Fund, plus any interest earned thereon and less any reasonable and necessary Administrative Costs incurred prior to such date), and (b) all of the Parties to the Stipulation shall be deemed to have reverted to their respective litigation status immediately prior to the execution of the Stipulation, and they shall proceed in all respects as if the Stipulation had not been executed (except for Paragraphs 20, 21, 27, and 28 thereof, which shall survive the occurrence of any such event) and the related orders had not been entered, and in that event all of their respective claims and defenses as to any issue in the Consolidated Action shall be preserved without prejudice in any way. Furthermore, in the event of such termination, Plaintiffs and Plaintiffs' counsel agree that neither the Stipulation, nor any statements made in connection with the negotiation of the Stipulation, may be used or entitle any Party to recover any fees, costs, or expenses incurred in connection with the Consolidated Action or in connection with any other litigation or judicial proceeding.

14. If the Court approves the Settlement, the Consolidated Action and the Released Claims will be dismissed on the merits with respect to all Released Parties and with prejudice against Plaintiffs and all Class Members. Such release and dismissal will bar the institution or prosecution by any of the Plaintiffs or any Class Member of any other action asserting any Released Claim against any of the Released Parties.

15. In the event that the Stipulation is terminated pursuant to its terms or is not approved in all material respects by the Court, Defendants withdraw from the Settlement pursuant to the terms of the Stipulation, the Effective Date does not occur, the proposed Settlement otherwise does not become final for any reason, or any judgment or order entered pursuant to the Stipulation is reversed, vacated, or modified in any material respect by the Court or any other court, no reference to the Stipulation or any documents related thereto shall be made by the Parties for any purpose, except as expressly authorized by the terms of the Stipulation. If any of the foregoing events occur, Defendants reserve the right to oppose certification of any plaintiff class in any proceeding.

#### **RELEASE OF UNKNOWN CLAIMS**

16. The releases contemplated in the Settlement and Stipulation extend to Unknown Claims, as defined in the following paragraph.

17. "Unknown Claims" means any claim that any Plaintiff or any other Class Member does not know or suspect exists in his, her or its favor at the time of the release of the Released Claims as against the Released Parties, including without limitation those which, if known, might have affected the decision to enter into the Settlement or to object or to not object to the Settlement. With respect to any of the Released Claims, the Parties have stipulated and agreed that upon the occurrence of the Effective Date, Plaintiffs shall expressly and each Class Member shall be deemed to have, and by operation of the Order and Final Judgment shall have, expressly waived, relinquished and released any and all provisions, rights and benefits conferred by or under Cal. Civ. Code § 1542 or any law of the United States or any state of the United States or territory of the United States, or principle of common law, which is similar, comparable or equivalent to Cal. Civ. Code § 1542, which provides:

A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM OR HER MUST HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR.

18. Plaintiffs acknowledge, and the Class Members by operation of law shall be deemed to have acknowledged, that they may discover facts in addition to or different from those now known or believed to be true with respect to the Released Claims, but that it is the intention of Plaintiffs, and by operation of law the Class Members, to completely, fully, finally and forever extinguish any and all Released Claims, known or unknown, suspected or unsuspected, which now exist, or heretofore existed, or may hereafter exist, and without regard to the subsequent discovery of additional or different facts. Plaintiffs acknowledge, and the Class Members by operation of law shall be deemed to have acknowledged, that the inclusion of "Unknown Claims" in the definition of "Released Claims" was separately bargained for and was a material element of the Settlement and was relied upon by each and all of Defendants in entering into the Settlement Agreement.

#### **ATTORNEYS' FEES**

19. Plaintiffs' counsel intend to petition the Court for an award of attorneys' fees in an aggregate amount of 27.5% of the Settlement Amount plus reimbursement of expenses incurred in connection with the Consolidated Action (the "Fee Application"), which petition will be wholly inclusive of any request for attorneys' fees and expenses on behalf of any Class Member or his, her or its counsel in connection with the Settlement. Defendants agree not to oppose this request and shall take no position as to the Fee Application. The Parties acknowledge and agree that any attorneys' fees and expenses awarded by the Court in the Consolidated Action to Plaintiffs' counsel shall be paid solely from the Settlement Payment. The Fee Application shall be the only petition for attorneys' fees and expenses filed by or on behalf of Plaintiffs and Plaintiffs' counsel. The Parties shall cooperate in opposing any other petition for an award of attorneys' fees or reimbursement of expenses in connection with any other litigation concerning the Transaction. In the event that the Court awards any attorney's fees or reimbursement of expenses to counsel for any Class Member other than Class Counsel in connection with the Settlement, including counsel for any plaintiff in the Pennsylvania Actions, such fees and/or expenses shall be paid out of the Settlement Amount and no Defendant shall have any further responsibility therefor.

20. Final resolution by the Court of the Fee Application shall not be a precondition to the Settlement or the dismissal of the Consolidated Action in accordance with the Settlement and the Stipulation, and the Fee Application may be considered separately from the Settlement. Neither any failure of the Court or any other court (including any appellate court) to approve the Fee Application in whole or in part, nor any other reduction, modification, or reversal of the award order or failure of the award order to become final, shall have any impact on the effectiveness of the Settlement, provide any of the Parties with the right to terminate the Settlement or the Stipulation, or affect or delay the binding effect or finality of the Order and Final Judgment and the release of the Released Claims. Notwithstanding any other provision of the Stipulation, no fees or expenses shall be paid to Plaintiffs' counsel in the absence of the occurrence of Final Approval of the Fee Application.

#### **CLASS CERTIFICATION**

21. On May 13, 2013, the Court entered an Order (the "Scheduling Order") providing for, among other things, the mailing of this Notice to the Class Members and the scheduling of the Settlement Hearing.

22. At the Settlement Hearing, the Court will determine, among other things, whether (i) the Class contemplated in the Consolidated Action is so numerous that joinder of all members is impracticable; (ii) there are questions of law or fact common to the Class; (iii) the claims of the representative Plaintiffs are typical of the claims of the Class; (iv) the class representatives and Class Counsel have fairly and adequately protected the interests of the Class; and (v) the Consolidated Action otherwise complies with Delaware Court of Chancery Rules 23(a) and (b)(1) and/or (b)(2).

#### **THE SETTLEMENT HEARING**

23. The Court has scheduled a Settlement Hearing which will be held on August 23, 2013 at 2:00 p.m., in the Court of Chancery in the New Castle County Courthouse, 500 North King Street, Wilmington, Delaware 19801 to



- a. Determine whether the Certification Order may be amended to provide that the Consolidated Action may be maintained as a class action and that the Class should be recertified, for settlement purposes, pursuant to Delaware Court of Chancery Rules 23(a) and 23(b)(1) and/or (b)(2);
- b. Determine whether Plaintiffs and Class Counsel have adequately represented the interests of the Class in the Consolidated Action;
- c. Determine whether the Stipulation, and the terms and conditions of the Settlement proposed in the Stipulation, are fair, reasonable and adequate to the Class Members and should be approved by the Court;
- d. Determine whether the Order and Final Judgment should be entered dismissing the Consolidated Action and Released Claims with prejudice as against Plaintiffs and the Class, releasing and discharging with respect to Plaintiffs and all Class Members the Released Claims against the Released Parties, and permanently barring and enjoining prosecution of any and all Released Claims in any forum;
- e. Hear and rule on any objections to the Settlement;
- f. Consider the Fee Application, and any objections thereto; and
- g. Rule on other such matters as the Court may deem appropriate.

**RIGHT TO APPEAR AT SETTLEMENT HEARING**

24. Any Class Member who objects to the Stipulation, the Settlement, the class action determination, the Order and Final Judgment to be entered therein, and/or the Fee Application, or who otherwise wishes to be heard may appear in person or through counsel at the Settlement Hearing and present any evidence or argument that may be proper and relevant. To do so, you must, no later than ten (10) calendar days prior to the Settlement Hearing (unless the Court otherwise directs for good cause shown), serve the following documents on the attorneys listed below: (a) a written notice of the intention to appear; (b) proof of membership in the Class, (c) a detailed summary of the objections to any matter before the Court; (d) the grounds therefor or the reasons for wanting to appear and to be heard; and (e) all documents and writings the Court shall be asked to consider. These papers must be served upon the following attorneys by hand delivery, overnight mail, or electronic filing and service:

RIGRODSKY & LONG, P.A.  
 Seth D. Rigrodsky  
 Brian D. Long  
 2 Righter Parkway, Suite 120  
 Wilmington, DE 19803

POTTER, ANDERSON & CORROON LLP  
 Donald J. Wolfe, Jr.  
 Brian C. Ralston  
 1313 North Market Street, 6<sup>th</sup> Floor  
 Wilmington, DE 19801

25. You must also contemporaneously deliver a copy to the Register in Chancery, Court of Chancery, 500 North King Street, Wilmington, Delaware 19801. Even if you do not appear at the Settlement Hearing, the Court will consider your written submission if it is served and filed in accordance with the foregoing procedures. ANY PERSON WHO FAILS TO OBJECT IN THE MANNER PRESCRIBED ABOVE SHALL BE DEEMED TO HAVE WAIVED SUCH OBJECTION AND SHALL FOREVER BE BARRED FROM RAISING SUCH OBJECTION IN THE CONSOLIDATED ACTION OR ANY OTHER ACTION OR PROCEEDING.

**ORDER AND FINAL JUDGMENT OF THE COURT**

26. If the Settlement is approved by the Court, the Parties will promptly request the Court to enter an Order and Final Judgment, which will, among other things:

- a. Make final the Court's determination to recertify the Class pursuant to Court of Chancery Rules 23(a) and 23(b)(1) and/or (b)(2) for purposes of the Settlement;
- b. Approve the Settlement, adjudge the terms of the Settlement to be fair, reasonable, and adequate to the Class, and direct consummation of the Settlement in accordance with the terms and conditions of the Stipulation;
- c. Determine that the requirements of the Court of Chancery Rules and due process have been satisfied in connection with notice to the Class;
- d. Dismiss the Consolidated Action and the Released Claims with prejudice, said dismissal subject only to compliance by the Parties with the terms of the Stipulation and any Order of the Court concerning the Stipulation;
- e. Release, settle, and discharge the Released Parties from and with respect to all Released Claims;
- f. Permanently bar and enjoin Plaintiffs and all other Class Members, and any and all of their respective successors-in-interest, successors, predecessors-in-interest, predecessors, representatives, trustees, executors, administrators, estates, heirs, assigns or transferees, immediate and remote, and any person or entity acting for or on behalf of, or claiming under, any of them, and each of them, from commencing, instituting, maintaining, prosecuting or asserting, either directly or in any other capacity, in any forum, any Released Claims against any of the Released Parties;
- g. Release, settle, and discharge Plaintiffs and Plaintiffs' counsel from all claims, including Unknown Claims, arising out of or relating to the institution, prosecution, settlement, or resolution of the Consolidated Action (other than claims by the Parties to the Stipulation to enforce the terms of the Stipulation or Settlement); and
- h. Provide that the Order and Final Judgment, including the release of all Released Claims against all Released Parties, shall have *res judicata* and other preclusive effect in all pending and future lawsuits, arbitrations or other proceedings maintained by or on behalf of, any of the Plaintiffs and all other Class Members, as well as any and all of their respective successors-in-interest, successors, predecessors-in-interest, predecessors, representatives, trustees, executors, administrators, estates, heirs, assigns or transferees, immediate and remote, and any person or entity acting for or on behalf of, or claiming under, any of them, and each of them.

**SCOPE OF THIS NOTICE AND FURTHER INFORMATION**

27. This Notice does not purport to be a comprehensive description of the Consolidated Action, the allegations or transactions related thereto, the Settlement Payment, the terms of the Stipulation and Settlement, or the Settlement Hearing. For a more detailed statement of the matters involved in this litigation, you may inspect the pleadings, the Stipulation, the Orders entered by the Court, and other papers filed in the Consolidated Action, unless sealed, at the Office of the Register in Chancery, Court of Chancery, 500 North King Street, Wilmington, Delaware 19801, during regular business hours of each business day. **DO NOT WRITE OR TELEPHONE THE COURT.** Questions regarding the Settlement should be directed to Plaintiffs' counsel as follows:

RIGRODSKY & LONG, P.A.  
Seth D. Rigrodsky  
Brian D. Long  
Gina M. Serra  
2 Righter Parkway, Suite 120  
Wilmington, DE 19803  
302-295-5310

**NOTICE TO PERSONS OR ENTITIES HOLDING RECORD OWNERSHIP ON BEHALF OF OTHERS**

28. Brokerage firms, banks, and other persons or entities who are members of the Class in their capacities as record holders, but not as beneficial holders, are requested to send this Notice **WITHIN TEN (10) DAYS OF YOUR RECEIPT OF THIS NOTICE** to beneficial holders. Additional copies of this Notice for transmittal to beneficial holders are available by writing to the Paying Agent. You may also furnish the names and addresses of your beneficial holders in writing to the Paying Agent, who will then be responsible for sending the Notice to such beneficial holders by sending such names and addresses to the Paying Agent, at the following address:

IN RE CNX GAS CORPORATION SHAREHOLDERS LITIGATION  
PAYING AGENT  
ATTENTION: FULFILLMENT DEPARTMENT  
c/o A.B. DATA, LTD.  
3410 WEST HOPKINS STREET  
PO BOX 170500  
MILWAUKEE, WI 53217-8091  
866-561-6065  
1-414-961-4888 outside the United States or Canada  
1-414-961-6588 fax  
[fulfillment@abdata.com](mailto:fulfillment@abdata.com)  
[abdataclassaction.com/cases.aspx](http://abdataclassaction.com/cases.aspx)

DATE: JULY 9, 2013

BY ORDER OF THE COURT

/s/

\_\_\_\_\_  
Register in Chancery