

RIGHT-OF-WAY AGREEMENT

STATE OF OHIO

COUNTY OF MONROE

§
§ SS:
§

AFE: OGTH140103

This RIGHT-OF-WAY AGREEMENT ("Agreement") is dated this 16th day of December, 20 14, by and between Webanco Bank Inc., an undivided one-third (1/3) ownership interest, John Bowers, unmarried, and Natalie Bowers, unmarried, an undivided one-third (1/3) ownership interest, Sharon Hagan and Richard C. Hagan Sr., wife and husband, an undivided one-third (1/3) interest, having an address of One Bank Plaza, Wheeling, WV 26003, 50885 Headley Ridge Road, Beallsville, OH 43716, and 50856 Headley Ridge Road, Beallsville, OH 43716, (hereinafter called GRANTOR, whether one or more) and Ohio Gathering Company, L.L.C., a Delaware limited liability company, having an address at 1515 Arapahoe Street, Tower 1 Suite 1600, Denver, Colorado 80202 (hereinafter called GRANTEE).

For and in consideration of Ten Dollars (\$10.00) in hand paid, the receipt and sufficiency of which is hereby acknowledged, the undersigned, GRANTOR does hereby GRANT, BARGAIN, SELL and CONVEY to GRANTEE, its representatives, designees, successors and assigns (hereinafter called GRANTEE), a right-of-way and easement along a route, the location of which shall be determined by GRANTEE (the location of the pipeline, as constructed, to evidence such route), to locate, excavate, construct, install, operate, maintain, inspect, repair, modify, replace in whole or in part, remove and abandon one or more pipelines for the gathering and transportation of gas, oil and associated constituents, or for transporting other substances, including water, and any appurtenant facilities, which may include above and below ground valves, drips, electrical and communication equipment and lines, meters, pumps, fittings, connections, wireleads, cathodic protection equipment, signage and markers (collectively "Facilities"), across, under and upon the lands owned by GRANTOR in the Township of Sunbury, County of Monroe, State of Ohio, more specifically described as follows, to-wit: (the "Property"):

TOWNSHIP 4 N RANGE 4 W

Section: **22, Being in the NE 1/4, NW 1/4, & PT SE 1/4**

which lands are further described as County Auditor's Permanent Parcel No. 24-021006.0000, and containing 50.10 acres, more or less, and being more particularly described in that certain deed recorded in Book/Vol. 192, 116, 72, Page 402, 610, 121, or Instrument Number N/A, in the office of the Recorder of Deeds of said County and State.

The right-of-way and easement herein granted shall consist of a single strip of land **one hundred feet (100')** in width during pre-construction, construction and during the time GRANTEE is engaged in any repair, replacement or removal of existing pipelines and appurtenances, and during those times GRANTEE shall also have the right to use an additional width of Property as reasonably needed along areas of road, railroad, or stream crossings and uneven terrain. At all other times such right-of-way and easement shall be **seventy-five feet (75')** in width. TO HAVE AND TO HOLD unto the said GRANTEE, its successors and assigns, continuing in full force and effect so long as GRANTEE uses said right-of-way and easement or continues to find the right-of-way and easement useful for its purposes.

Land Owner Webanco Bank, John Bowers and Natalie Bowers, Sharon Hagan
Revised 11/6/14 Line Name/ AFE# Followay Well Lateral / OGTH140103

The GRANTEE shall have all the rights and benefits necessary or convenient for the full enjoyment or use of the right-of-way and easement herein granted, including, without limitation: the free right of ingress and egress over and across the Property to and from said right-of-way and easement; the right to use existing or future roads over and across the Property; the right to use any roads on adjoining lands owned or controlled by GRANTOR; and the right from time to time to cut all trees and undergrowth and remove other obstructions that may injure, endanger or interfere with GRANTEE's access, occupancy and use of its right-of-way and easement.

GRANTOR approves of the location of the proposed easement route across said lands as mutually agreed to by GRANTOR and GRANTEE. GRANTOR understands that the proposed easement route may involve civil, cultural, environmental, and other types of surveys to comply with Local, State, and Federal governmental agency regulations. In the event the proposed easement route is required to be relocated to: comply with said regulations; avoid wetlands and/or threatened or endangered species; or at the request of said governmental agencies, GRANTEE shall promptly inform GRANTOR of said relocated easement route, the reason for such relocation, and GRANTOR shall approve, any reasonable change in the proposed easement route.

GRANTEE shall also have the right to change the location of an installed pipeline and this right-of-way and easement as may be necessary or advisable arising from any condition or event beyond its control, such as mining activities, earthquake or ground movement, floods, road construction or relocation, and at any time to abandon and terminate all or any part of the right-of-way and easement rights granted herein, by filing a release of same in the county records.

GRANTOR represents and warrants that those persons signing this Agreement are all those necessary to fully transfer and convey the rights set forth in this instrument to GRANTEE, and GRANTOR herein binds itself, its heirs, executors, administrators and assigns to warrant and forever defend said rights unto GRANTEE, its successors assigns, from and against any person claiming the same or any part thereof.

GRANTEE shall, at the time of initial construction of the Facilities, bury any pipelines, a minimum of thirty-six inches (36"), so as not to interfere with the cultivation of the Property except where the valves, meters, equipment or other appurtenance which in the judgment of the GRANTEE should be installed at or above ground level shall not be buried. After GRANTEE's installation of a pipeline at the depth provided above, GRANTOR shall not change the grade or diminish the soil over said buried pipeline without the prior written consent of GRANTEE.

GRANTEE shall compensate GRANTOR for its actual damages which, if any, may arise to growing crops, timber, fences, or other structural improvements located outside the above described right-of-way and easement caused by GRANTEE's access, occupancy or use of the right-of-way and easement, and GRANTEE shall restore GRANTOR's Property, if altered by GRANTEE, to its approximate natural elevation and contour as reasonably possible and seed and fertilize the right-of-way and easement to prevent erosion.

All payments hereunder may be made to GRANTOR by check made payable to the order of and mailed and delivered to Grantor at above address, who is hereby authorized to receive and receipt for the same. The GRANTOR agrees that all consideration due for the right-of-way and easement granted herein have been received by GRANTOR, except to the extent agreed upon consideration remains to be paid upon completion of construction of the Facilities.

GRANTOR agrees to cooperate with GRANTEE in obtaining any permits, licenses, permissions or approvals, including but not limited to driveway permits, highway access permits and land use permits (hereinafter "Permits"), which GRANTEE deems necessary or convenient to conduct, certify, confirm, evidence, facilitate or effectuate the purpose. GRANTOR agrees to provide signature if required for the application process of said permits, licenses, permissions or approvals.

GRANTOR reserves the right to use and enjoyment of the Property subject to the right-of-way and easement rights granted herein, but shall not interfere with the GRANTEE's access, occupancy and use of the right-of-way and easement. GRANTOR shall not place any improvement or obstruction within the right-of-way and easement which could interfere with GRANTEE's access, occupancy and use including but not limited to buildings, dwellings, equipment, shelters, storage units, trees, pools, and bodies of water including ponds and lakes.

IN WITNESS WHEREOF, the GRANTOR and GRANTEE herein have executed this conveyance to be effective the day and year first written above.

GRANTOR(S):

Sharon Hagan

Richard C. Hagan Sr.

Address 50856 Headley Road
Beallsville, OH 43716

INDIVIDUAL ACKNOWLEDGEMENT

STATE OF OHIO)
COUNTY OF _____)SS:

The foregoing instrument was acknowledged before me this _____ day of _____, 20____, by Sharon Hagan and Richard C. Hagan Sr., wife and husband.

Notary Public

IN WITNESS WHEREOF, the GRANTOR and GRANTEE herein have executed this conveyance to be effective the day and year first written above.

GRANTOR(S):

Wesbanco Bank, Inc.

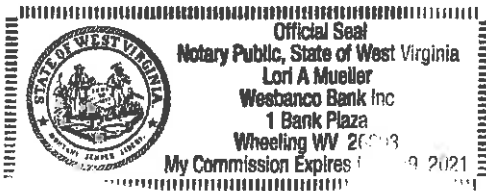
James M. Sweeney
James M. Sweeney
Assistant Vice President and Asset Disposition Manager

Address One Bank Plaza
Wheeling, WV 26003

CORPORATE ACKNOWLEDGEMENT

STATE OF WEST VIRGINIA)
)SS:
COUNTY OF OHIO)

The foregoing instrument was acknowledged before me this 16th day of December, 2014, by James M. Sweeney as Assistant Vice President and Asset Disposition Manager.



Lori A Mueller
Notary Public
12/29/2021

THIS PAGE IS NOT TO BE RECORDED

**ADDENDUM TO
RIGHT OF WAY AGREEMENT**

This Addendum to Right of Way Agreement is made by and RIGHT-OF-WAY AGREEMENT ("Agreement") is dated this 16th day of December, 2014, by and between Wesbanco Bank Inc., an undivided one-third (1/3) ownership interest, John Bowers, unmarried, and Natalie Bowers, unmarried, an undivided one-third (1/3) ownership interest, Sharon Hagan and Richard C. Hagan Sr., wife and husband, an undivided one-third (1/3) interest, having an address at One Bank Plaza, Wheeling, WV 26003, 50885 Headley Ridge Road, Beallsville, OH 43716, and 50856 Headley Ridge Road, Beallsville, OH 43716, (hereinafter called GRANTOR, whether one or more) and Ohio Gathering Company, L.L.C., having an address at 1515 Arapahoe Street, Tower 1, Suite 1600, Denver, Colorado 80202 (hereinafter called GRANTEE).

If GRANTEE constructs any pipelines and appurtenances within the right of way and easement granted in the "Right of Way Agreement" dated December 16th, 2014, to which this Addendum is made a part of, in addition to the Ten Dollars (\$10.00) consideration paid upon execution of the Right of Way Agreement, GRANTEE hereby agrees to make payment of **ONE THOUSAND EIGHT HUNDRED SIXTY THREE 00/100 Dollars (\$1,863.00)** as consideration for granting the right of way. GRANTEE further agrees to make payment of **FOUR THOUSAND THREE HUNDRED FORTY SEVEN 00/100 Dollars (\$4,347.00)** as damages for the construction and installation of the initial pipeline within the right of way. Such payments shall be payable prior to commencement of construction operations for the initial pipeline and facilities, and the amount of such payments are hereby based on an original estimated total footage of 414 feet. The above damage payment shall be proportionately increased or decreased based on the actual surveyed total length of right of way across GRANTOR'S property as indicated on the pre-construction drawing and considered payment in full for said damages. Upon request from GRANTOR, GRANTEE shall provide GRANTOR with a copy of GRANTEE's pre-construction drawings.

It is hereby agreed between GRANTOR and GRANTEE herein that the consideration recited above is for the granting of the right of way, and the damage payment recited above is for construction and installation of the initial pipeline within the right of way. GRANTEE shall pay GRANTOR an additional payment of **FOUR THOUSAND ONE HUNDRED FORTY 00/100 Dollars (\$4,140.00)** as damages for the construction and installation of each additional pipeline within the right of way. Such additional payment(s) shall be payable to GRANTOR prior to commencement of construction operations for each additional pipeline and facilities, and the amount of such payment(s) are hereby based on an original estimated total footage of 414 feet. Such payment(s) shall be proportionately increased or decreased based on the actual surveyed total length of right of way utilized for each additional pipeline installed across GRANTOR'S property as indicated on the pre-construction drawing. Upon request from GRANTOR, GRANTEE shall provide GRANTOR with a copy of GRANTEE's pre-construction drawings.

In addition to the payment for the initial pipeline and for any additional pipelines as set forth above, it is hereby agreed that GRANTEE shall compensate GRANTOR for crop damages equal to the actual market value of the crops destroyed. If construction takes place in more than one phase, Granttee shall pay damages equal to the value of crops destroyed during each construction phase, and Granttee shall bear the cost of restoring the property once each phase of construction is completed.

All payments hereunder may be made to GRANTOR by check made payable to the order of and mailed and delivered to Grantor at above address, who is hereby authorized to receive and receipt for the same.

It is further agreed and understood that for and in consideration of the monies herein paid, GRANTOR agrees to keep the terms of this agreement confidential, and GRANTOR will not disclose the same in any way, and will not make any representation or other communication (orally or in writing) regarding the terms of this agreement to anyone, for any reason whatsoever, without the express written consent of GRANTEE, unless the disclosure, representation or communication (i) is ordered or directed by a court, agency or other governmental authority, in which event GRANTOR shall give GRANTEE such advance notice so as to permit GRANTEE to contest the order or direction before such disclosure, representation or communication, (ii) is to an attorney and/or a financial advisor of GRANTOR and is necessary for the rendition of professional advice to GRANTOR (the restrictions stated in this paragraph shall automatically apply to the attorney and/or financial advisor and GRANTOR shall so advise the attorney and/or financial advisor), or (iii) is to GRANTOR immediate family (the restrictions stated in this paragraph shall automatically apply to GRANTOR immediate family members and GRANTOR shall so advise the immediate family members).

GRANTEE agrees to indemnify, protect, save harmless and defend GRANTOR from and against any loss, claim or expense, including without limitation, claims for injury or death to persons or damage to property occurring as a result of GRANTEE's use of GRANTOR's land pursuant to this Right-of-Way Agreement, or as a result of loss, expense, injury death or damage which would not have occurred but for GRANTEE's use of GRANTOR's land pursuant to this Right-of-Way Agreement, except to the extent any such damage or injury was caused as a result of GRANTOR's negligence.

It is hereby agreed between GRANTOR and GRANTEE that the location of the Right of Way easement, shall be as indicated on that certain Exhibit "A", with the same date, attached hereto and made part hereof. It is also agreed that any relocation of said easement shall be by mutual consent and shall not be unreasonably withheld or delayed.

Special Conditions:

1. It is hereby agreed that GRANTEE shall compensate Grantor **One Thousand and 00/100 Dollars (\$1,000.00)** for any and all Temporary Workspaces as needed during the construction and installation of the pipeline(s). Locations of any Temporary Workspaces shall be agreed upon by the mutual consent of GRANTOR and GRANTEE herein. Such consent shall not be unreasonably withheld.
2. GRANTEE agrees to compensate GRANTOR in the amount of **One Thousand and no/100 Dollars (\$1,000.00)** for Timber Damage, payable prior to commencement of construction.
3. It is agreed and understood by the parties hereto that a 33 1/3 % payment due under the terms of this agreement shall be paid to Wesbanco Bank, Inc., whose address is One Bank Plaza, Wheeling, WV 26003, and a 33 1/3% a payment due under the terms of this agreement shall be paid to John Bowers and Natalie Bowers, whose address is 50885 Headley Ridge Road, Beallsville, OH 43716, and a 33 1/3% payment due under the terms of this agreement shall be paid to Sharon Hagan, whose address is 50856 Headley Ridge Road, Beallsville, OH 43716.

Other than specifically set forth herein above, this Addendum shall not abrogate or alter the right of way and easement granted under the aforementioned Right of Way Agreement in any other respect or limit GRANTEE's rights thereunder in any way.

IN WITNESS WHEREOF, the GRANTOR and GRANTEE have executed this Addendum this ____ day of _____, 20__.

GRANTOR(S):

John Bowers

Natalie Bowers

Address 50885 Headley Ridge Road
Beallsville, OH 43716

INDIVIDUAL ACKNOWLEDGEMENT

STATE OF OHIO)
COUNTY OF _____)SS:

The foregoing instrument was acknowledged before me this ____ day of _____, 20__, by John Bowers, unmarried, and Natalie Bowers, unmarried.

Notary Public

IN WITNESS WHEREOF, the GRANTOR and GRANTEE herein have executed this conveyance to be effective the day and year first written above.

GRANTOR(S):

Wesbanco Bank, Inc.

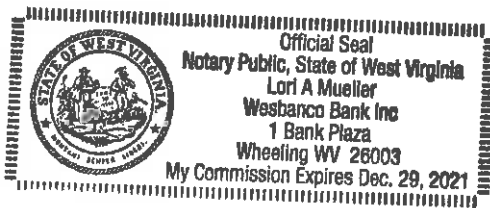
James M. Sweeney
James M. Sweeney
Assistant Vice President and Asset Disposition Manager

Address One Bank Plaza
Wheeling, WV 26003

CORPORATE ACKNOWLEDGEMENT

STATE OF WEST VIRGINIA)
COUNTY OF OHIO)SS:

The foregoing instrument was acknowledged before me this 16th day of December, 2014, by James M. Sweeney as Assistant Vice President and Asset Disposition Manager.

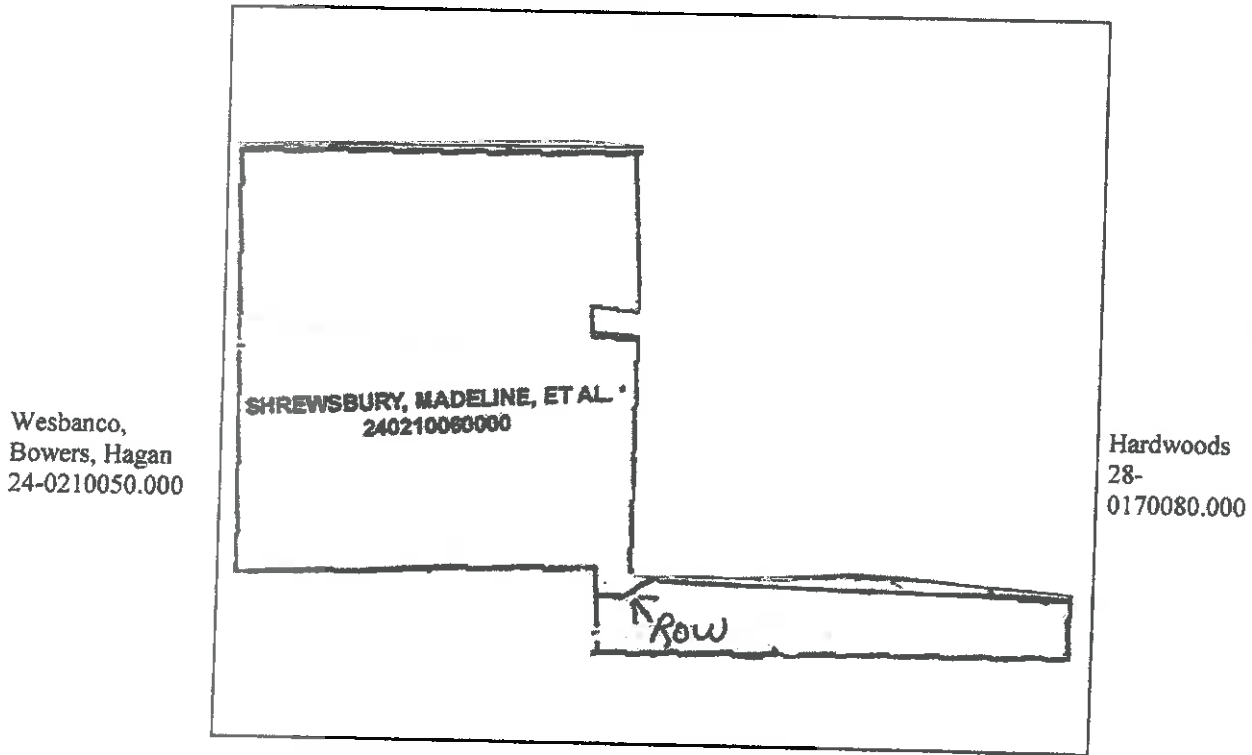


Lori A Mueller
Notary Public
12/29/2021

EXHIBIT "A"

This Exhibit "A" attached hereto and made a part of that certain ADDENDUM TO RIGHT OF WAY AGREEMENT this 15th day of December, 20 14, by and between, Wesbanco Bank Inc., an undivided one-third (1/3) ownership interest, John Bowers, unmarried, and Natalie Bowers, unmarried, an undivided one-third (1/3) ownership interest, Sharon Hagan and Richard C. Hagan Sr., wife and husband, an undivided one-third (1/3) interest,, having an address at One Bank Plaza, Wheeling, WV 26003, 50885 Headley Ridge Road, Beallsville, OH 43716, and 50856 Headley Ridge Road, Beallsville, OH 43716, as GRANTOR, and Ohio Gathering Company, L.L.C., a Delaware limited liability company, having an address at 1515 Arapahoe Street, Tower 1 Suite 1600, Denver, Colorado 80202 GRANTEE.

Graff 24-0080050.000



Quarto Mining 24-0210050.000

Parcel lines are shown for reference only and exhibit does not constitute a boundary survey, as defined in Chapter 4733-37 of the Ohio Administrative Code.

Scale: NO SCALE

Parcel # 24-021006.0000
Deed Book/Page - 192/402, 116/610, 72/121
Inst. #: N/A
Township: Sunsbury
County: Monroe
State: Ohio

Land Owner Signature:
Wesbanco Bank, Inc.

Beji James M. Sweeney
Assistant Vice President and Asset Disposition Manager

Land Owner Wesbanco Bank, John Bowers and Natalie Bowers, Sharon Hagan
Revised 11/6/14 Line Name: AFE# Followway Well Lateral / OGTH140103