

# Request for Taxpayer Identification Number and Certification

Give Form to the requester. Do not send to the IRS.

Go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9) for instructions and the latest information.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.  
**WesBanco Bank, Inc. a West Virginia Corporation**

2 Business name/disregarded entity name, if different from above

3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes.

Individual/sole proprietor or single-member LLC

C Corporation

S Corporation

Partnership

Trust/estate

Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ \_\_\_\_\_

Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.

Other (see instructions) ▶ \_\_\_\_\_

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any) \_\_\_\_\_

Exemption from FATCA reporting code (if any) \_\_\_\_\_

(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.) See instructions.  
**1 Bank Plaza**

6 City, state, and ZIP code  
**Wheeling, WV 26003**

7 List account number(s) here (optional)

Requester's name and address (optional)

Print or type. See Specific Instructions on page 3.

## Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number

				-					
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or

Employer identification number

55	-	0143590
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## Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

**Certification instructions.** You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here Signature of U.S. person ▶ **WESBANCO BANK, INC.**  
*James M. Severy VP* Date ▶ **2/27/18**

## General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

**Future developments.** For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9).

## Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See *What is backup withholding*, later.



**Order of Payment**

Date \_\_\_\_\_

This Order of Payment is given in connection with and in consideration of that certain Surface Use Agreement ("Agreement") dated **February 19, 2018** by and between the undersigned as Grantor and CNX Gas Company, LLC as Grantee. On approval of the agreement associated herewith by management and on confirmation of title to same, Grantor hereby agrees that Grantee shall have up to Ninety (90) days following receipt of the Surface Use Agreement duly executed by Grantor to make payment to Grantor in the amount of One Thousand Dollars (\$1,000.00) by check within said 90 day period.

**GRANTOR(S) PAYMENT ADDRESS: WesBanco Bank, Inc., 1 Bank Plaza, Wheeling, WV 26003**

The parties, by signing below, agree to the above terms and conditions.

**GRANTEE**  
**CNX GAS COMPANY LLC**

**GRANTOR(S)**  
**WESBANCO BANK, INC.**

By: \_\_\_\_\_  
 Name: Evan Mungai  
 Title: Assistant Vice President

By: *James M. Sweeney VP*  
 Print Name: James M. Sweeney, Vice President  
 and Asset Disposition Manager

<b>GRANTOR(S) Social Security Number</b>	<b>Property (Township/Borough, County, State)</b> Sunsbury Township, Monroe County, Ohio	<b>Grantor's Vesting Deed (if available)</b> OR 192/402
<b>AGREEMENT TYPE, DATE AND NUMBER</b> Surface Use Agreement, February 19, 2018		<b>PHONE NUMBER</b> (304) 231-1445
<input checked="" type="checkbox"/> <b>NEW</b> <input type="checkbox"/> <b>RENEWAL</b>	<b>GROSS ACRES:</b> 50.1000	<b>NET ACRES:</b> 16.7000

FOR OFFICE USE ONLY	
Check # _____ in the amount of \$ _____ Sent via Certified mail on _____	Agent _____ Phone Number _____
Date of Receipt of Lease Executed by Grantor: _____	Payment Due Date: _____

**MEMORANDUM OF TEMPORARY WATER LINE  
EASEMENT AGREEMENT**

This MEMORANDUM OF TEMPORARY WATER LINE EASEMENT AGREEMENT (“Memorandum”) is made as of the 19<sup>th</sup> day of February, 2018 (“Effective Date”) by and between between **WesBanco Bank, Inc., a West Virginia Corporation, of 1 Bank Plaza, Wheeling, WV 26003 (1/3 Interest)** (“Grantor”), and **CNX GAS COMPANY LLC**, a Virginia limited liability company, with offices at 1000 Consol Energy Drive, Canonsburg, PA 15317 (“Grantee”).

WHEREAS, Grantor and Grantee entered into a Temporary Water Line Easement Agreement (“Agreement”) as of the Effective Date whereby Grantor granted and conveyed to Grantee, its successors and assigns, an exclusive [30] feet wide right-of-way and easement to enter upon and use certain property owned by Grantor situated in **Sunsbury Township, Monroe County, Ohio, containing 50.1000 acres, more or less, and being the same property conveyed in Books OR 192, OR 116, OR 72, Pages 402, 610, 121, respectively**, and identified as Tax Map Number(s) **24-021006.0000** (“Property”), to lay, construct, maintain, operate, alter, repair, replace, change the size of, and remove temporary above-ground pipeline(s), including the right to drill, construct, maintain, repair, change the size of and operate a road bore pipe connection, with all necessary and convenient pumps, valves, connections, fittings and appurtenances, for the transportation of water, deemed necessary or convenient by GRANTEE, together with all necessary rights of ingress and egress to and from the above described property, and any adjacent property owned by GRANTOR, for the purposes set forth in the agreement; and

WHEREAS, Grantor and Grantee desire to execute this Memorandum for the purpose of confirming the terms of the Agreement, and to give constructive notice of the rights, interests, and estate conveyed by Grantor to Grantee pursuant to the Agreement.

NOW, THEREFORE, in consideration of the foregoing premises and the mutual covenants set forth in the Agreement, and for other good and valuable consideration, the mutuality, receipt and sufficiency of which are hereby acknowledged, Grantor and Grantee agree as follows:

1. **Incorporation of Recitals.** The parties hereto acknowledge the accuracy of the foregoing recitals, which are hereby incorporated herein by reference and made a part hereof.
2. **Conveyance.** Pursuant to the terms and conditions of the Agreement, and by these presents, Grantor hereby grants and conveys to Grantee an exclusive right-of-way and easement to enter upon and use the Property to lay, construct, maintain, operate, alter, repair, replace, change the size of,

and remove temporary above-ground pipeline(s), including the right to drill, construct, maintain, repair, change the size of and operate a road bore pipe connection, with all necessary and convenient pumps, valves, connections, fittings and appurtenances, for the transportation of water, deemed necessary or convenient by GRANTEE, together with such other and further uses of the Property as set forth in the Agreement. Grantor acknowledges and agrees that the pipelines, roads, pumps, connections, road bores and any other uses granted herein and as set forth in the Agreement may be used for operations and water and other items, whether situated on or off of the Property, and all of such uses are referred to herein as "Permitted Uses," subject to and upon the covenants and conditions as set forth in the Agreement, which Agreement is by this reference incorporated herein and made a part hereof as if set forth fully and at length.

3. Names and Addresses of Parties. The names of the parties to the Agreement, and their respective addresses, are as follows:

GRANTOR:

WesBanco Bank Inc., a West Virginia Corporation  
c/o James M. Sweeney  
1 Bank Plaza  
Wheeling, WV 26003

GRANTEE:

CNX Gas Company, LLC  
1000 CONSOL Energy Drive  
Canonsburg, PA 15317  
Attention: Land Department

4. Date of the Agreement. The Agreement was executed on, and is effective as of, the Effective Date.

5. Term of Easement. The Agreement shall cease and terminate automatically and the easement area shall automatically revert to the Grantor upon the earlier of written notice of termination from Grantee or one (1) year from the Effective Date. All equipment, fixtures, and facilities placed on the Property by Grantee shall be and remain the property of Grantee. Upon expiration of the Agreement, Grantee shall remove within a reasonable time all equipment, fixtures, and facilities from the Property.

6. Effect of Memorandum. This Memorandum is executed in simplified short form for the convenience of the parties and for the purpose of recording the same. The purpose of this Memorandum is to give notice of the easement created, rights granted and obligations created herein and under the Agreement. This Memorandum shall not have the effect of in any way modifying, supplementing or abridging the Agreement or any of its provisions as the same are now or may hereafter be in force and effect.

7. Modifications. In the event the Agreement is in the future amended or supplemented by written instrument executed by the parties thereto or shall be assigned or terminated in any manner permitted under the terms thereof, then without any further act or instrument whatsoever, this Memorandum shall likewise and to the same effect be amended, assigned or terminated, as the case may be.

8. Counterparts. This Memorandum may be executed in any number of counterparts, each of which, when executed, shall be deemed to be an original, and all of which, when assembled, shall constitute one and the same agreement.

**THIS MEMORANDUM IS NOT A COMPLETE SUMMARY OF THE TEMPORARY WATER LINE EASEMENT AGREEMENT. IN THE EVENT OF A CONFLICT BETWEEN THE TERMS OF THIS MEMORANDUM AND THE TEMPORARY WATER LINE EASEMENT AGREEMENT, THE TERMS AND PROVISIONS OF THE TEMPORARY WATER LINE EASEMENT AGREEMENT SHALL CONTROL.**

*[Signature and Notary Pages Follow]*

Exhibits:

**Exhibit A:** Description of Unit and Easement Locations

IN WITNESS WHEREOF, Grantor has signed this Memorandum and Grantee has caused its corporate name to be signed hereto by its proper officer thereunto duly authorized all as of the day and year first hereinabove written.

**GRANTOR:**  
**WESBANCO BANK, INC.:**

*By: James M. Sweeney, VP*  
By: **James M. Sweeney, Vice President and Asset  
Disposition Manager**

**GRANTEE:**

**CNX GAS COMPANY, LLC**  
a Virginia limited liability company

\_\_\_\_\_  
By: **Evan Mungai**  
Title: **Assistant Vice President**

**CORPORATE ACKNOWLEDGMENT**

STATE OF WEST VIRGINIA  
COUNTY OF OHIO

On this the 27<sup>th</sup> day of February, 2018, before me, the undersigned authority, personally appeared James M. Sweeney, who acknowledged himself to be the Vice President and Asset Disposition Manager of WesBanco Bank, Inc., a West Virginia Corporation, and that he/she, being authorized to do so, executed the foregoing instrument for the purposes therein contained

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

*Veronica M. Berisford*  
Notary Public



COMMONWEALTH OF PENNSYLVANIA  
COUNTY OF WASHINGTON

The foregoing instrument was acknowledged before me on the \_\_\_\_ day of \_\_\_\_\_,  
20\_\_ by Evan Mungai, who acknowledged himself to be the Assistant Vice President of CNX Gas  
Company LLC, a Virginia limited liability company, and that he as such Assistant Vice President, being  
authorized to do so, executed the foregoing instrument on behalf of the company.

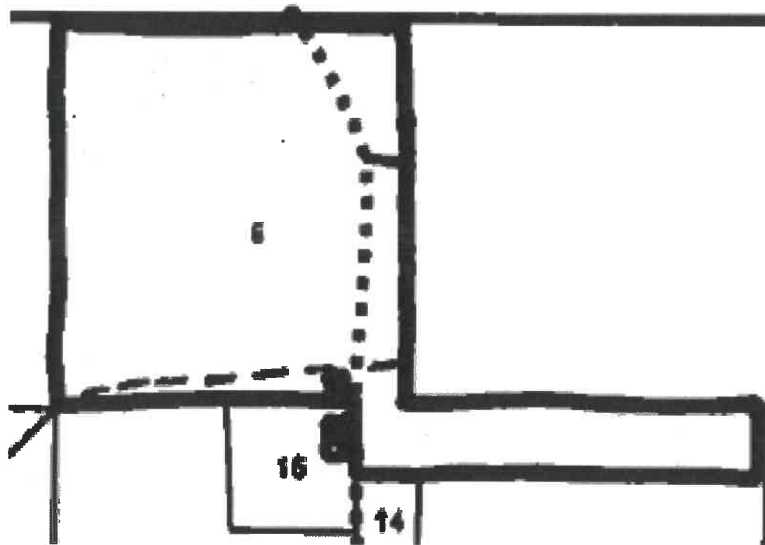
IN WITNESS HEREOF, I hereunto set my hand and official seal.

\_\_\_\_\_  
Notary Public

## Exhibit "A"

Document # \_\_\_\_\_

Attached hereto and made a part of that certain Agreement dated **February 19, 2018** by and between **WesBanco Bank, Inc., a West Virginia Corporation, of 1 Bank Plaza, Wheeling, WV 26003 (1/3 Interest)**, (Grantor), **CNX GAS COMPANY LLC, a Virginia Limited Liability Company**, (Grantee),



Tax Map/Parcel # **24-021006.0000**  
Sunsbury Township - Monroe County  
Project: **Gulfport Water**  
Approximately **950** feet in length

### WATER SOURCES AND PROPOSED TEMPORARY PIPELINE

Locations shown are approximate, actual locations may vary due to deviations in terrain encountered during field inspections while work is in progress.



**TEMPORARY WATER LINE EASEMENT**

THIS AGREEMENT, made and entered into this 19<sup>th</sup> of February, 2018 (“Effective Date”) by and between **WesBanco Bank, Inc., a West Virginia Corporation, of 1 Bank Plaza, Wheeling, WV 26003 (1/3 Interest)**, hereinafter called GRANTOR, whether one or more, and CNX GAS COMPANY LLC, a Virginia Limited Liability Company, of 1000 Consol Energy Dr. Canonsburg, PA 15317, its employees, affiliates, partners, joint venture partners, successors, assigns, contractors and representatives, herein collectively called GRANTEE.

**WITNESSETH:**

That for and in consideration of the sum of One Dollar (\$1.00) and other valuable consideration in hand paid, the receipt and sufficiency of which is hereby acknowledged by GRANTOR, GRANTOR hereby grants and conveys unto GRANTEE, an exclusive [30] feet wide right of way and easement, for the laying, construction, maintaining, operating, altering, repairing, replacing, changing the size of, and removing temporary above-ground pipeline(s), including the right to drill, construct, maintain, repair, change the size of and operate a road bore pipe connection, with all necessary and convenient pumps, valves, connections, fittings and appurtenances, for the transportation of water, deemed necessary or convenient by GRANTEE; over that certain property located in **Sunsbury Township, Monroe County, State of Ohio**, further described as Tax Map Parcel Number(s) **24-021006.0000**, containing **50.1000** acres, more or less, and being the same property described in Books **OR 192, OR 116, OR 72**, Pages **402, 610, 121, respectively**, recorded in the office of the **Monroe County, Ohio Recorder of Deeds**. In association with the rights herein granted, GRANTOR further grants and conveys unto GRANTEE a right of way and easement to locate, construct, install, maintain, repair, remove, replace, change the size of, and operate a road way for the transportation of cars, trucks, equipment, men, supplies, and other things deemed necessary or convenient by GRANTEE, together with all necessary rights of ingress and egress to and from the above described property, and any adjacent property owned by GRANTOR, for the purposes set forth herein. Grantor acknowledges and agrees that the pipelines, roads, pumps, connections, road bores and any other uses granted herein and as set forth in the Agreement may be used for operations and water and other items, whether situated on or off of the Property, and all of such uses are referred to herein as “Permitted Uses.”

GRANTEE does hereby covenant and agree to indemnify and hold GRANTOR free and harmless against any and all loss, damage, claims, and suits, which GRANTOR may suffer arising out of the exercise by GRANTEE of the rights herein granted unless such losses, damages, claims and/or suits arise out of or are the result of the negligence or actions of GRANTOR or any person or entity acting on behalf of or at the direction of GRANTOR.

GRANTEE shall have the right to assign or convey any of the rights herein granted and this agreement shall extend to and be binding upon the heirs, executors, administrators, personal representatives, successors and assigns to the parties hereto. Upon such time as GRANTEE no longer needs all of the rights herein granted, some of which may exceed the life of others, GRANTEE shall release such rights to GRANTOR or his successor in title.

GRANTOR hereby warrants that GRANTOR is the owner of the property described in this easement, that GRANTOR has full power and authority to convey the rights herein granted ~~and that GRANTOR will indemnify and hold GRANTEE harmless from and against any losses, costs, damages, claims and/or suits arising out of any claim of trespass or other property infringement claim.~~ GRANTOR acknowledges and agrees that GRANTOR will not grant any other easements, licenses or rights-of-way that would interfere with the rights granted herein. ~~Further, GRANTOR warrants, acknowledges and agrees that GRANTOR has not entered into or granted any contracts, easements, leases, licenses and/or rights-of-way which would interfere with the rights granted herein or with which the rights granted herein would interfere.~~

*WesBanco*  
*WesBanco*

**Signature and Notary Page to Follow**  
**See Addendum, Attached hereto and by reference made a part hereof**  
**See Exhibit “A”, Attached hereto and by reference made apart hereof**

IN WITNESS WHEREOF, GRANTOR and GRANTEE have caused their names to be hereunto placed and witness the following signature(s), as of the date first herein appearing.

GRANTOR:

**WESBANCO BANK, INC.:**

By: James M. Sweeney VP  
**James M. Sweeney, Vice President and Asset  
Disposition Manager**

GRANTEE:  
CNX GAS COMPANY LLC

By: \_\_\_\_\_

Print: Evan Mungai  
Its: Assistant Vice President

**CORPORATE ACKNOWLEDGMENT**

STATE OF WEST VIRGINIA  
COUNTY OF Ohio

On this the 17<sup>th</sup> day of February, 2018, before me, the undersigned authority, personally appeared James M. Sweeney, who acknowledged himself to be the Vice President and Asset Disposition Manager of WesBanco Bank, Inc., a West Virginia Corporation, and that he/she, being authorized to do so, executed the foregoing instrument for the purposes therein contained

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

Veronica M Berisford  
Notary Public



COMMONWEALTH OF PENNSYLVANIA  
COUNTY OF WASHINGTON

On this \_\_\_\_ day of \_\_\_\_\_, 20 \_\_, before me, the undersigned authority, personally appeared Evan Mungai who acknowledged himself to be the Assistant Vice President of CNX GAS COMPANY LLC, a Virginia limited liability corporation, and that he, being authorized to do so, executed the foregoing instrument for the purposes therein contained.

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

---

Notary Public

This document prepared by CNX Gas Company LLC. 1000 CONSOL Energy Drive, Canonsburg, PA 15317

**ADDENDUM**

**Doc # \_\_\_\_\_**

TO THAT CERTAIN TEMPORARY WATER LINE EASMENT AGREEMENT  
BY AND BETWEEN,

**WesBanco Bank, Inc., a West Virginia Corporation, of 1 Bank Plaza, Wheeling, WV 26003 (1/3<sup>rd</sup>);  
(GRANTOR)**

AND

**CNX GAS COMPANY LLC, (CNX)**, with offices located at  
1000 Consol Energy Drive Canonsburg, PA 15317, (GRANTEE),

With Property being located in **Sunsbury Twp., Monroe County, OH;**  
Further described as Tax Map Parcel #(s): **24-021006.0000**  
Land Agent: Sean R. Parsons  
Dated: February 19, 2018

1. Removal of Equipment. All equipment is to be temporarily placed on the surface and removed prior to the expiration of this agreement, including any extension thereof.
2. Restoration. GRANTEE will reasonably repair any physical damage caused by its operations.
3. Consideration and Term. GRANTEE agrees to pay to GRANTOR one hundred dollars (\$100.00) within 90 days of executing the Agreement for the exclusive right to exercise at any time and from time to time the rights and privileges described herein on the lands above described, together with all rights and privileges necessary, useful, and/or convenient in connection therewith for a period of six (6) months from the Effective Date ("First Term"). At the end of the First Term, GRANTEE may extend the term for an additional six (6) months ("Second Term") by making payment as follows: (a) if GRANTEE has exercised its rights hereunder and paid the Bonus Payment (as defined below), GRANTEE shall pay to GRANTOR a sum equal to the Bonus Payment; or (b) if GRANTEE has not yet exercised its rights hereunder, then GRANTEE shall pay to GRANTOR a sum of one hundred dollars (\$100) (whether (a) or (b), collectively the "Extension Payment"). This Agreement shall cease and terminate automatically and the easement area shall automatically revert to the Grantor upon the earlier of written notice of termination from GRANTEE or one (1) year from the Effective Date.
4. Bonus Payment. Within 90 days after GRANTEE has given GRANTOR notice that GRANTEE is going to exercise its rights herein, whether in the First Term or the Second Term, GRANTEE shall pay to GRANTOR a one-time bonus of ten dollars (\$10.00) per linear foot to install temporary pipeline(s) to be placed across GRANTOR'S property. This Bonus Payment shall be in addition to the consideration provided for in Paragraph 3 of this Addendum.
5. Payment Directive. All monies and payments due under the terms of this agreement shall be paid as follows: 1/3 Interest to WesBanco Bank, Inc., a West Virginia Corporation, at address 1 Bank Plaza, Wheeling, WV 26003
6. Landowners contact phone number(s): WesBanco Bank, Inc.: (304) 231-1445

**SIGNATURE PAGE TO ADDENDUM**

GRANTOR:  
**WESBANCO BANK, INC.**

By: James M. Sweeney, VP  
**James M. Sweeney, Vice President and  
Asset Disposition Manager**

GRANTEE:  
CNX GAS COMPANY LLC

By: \_\_\_\_\_  
Evan Mungai, Assistant Vice President

By: \_\_\_\_\_

Print: \_\_\_\_\_

Its: \_\_\_\_\_

**Exhibit "A"**

Document # \_\_\_\_\_

Attached hereto and made a part of that certain Temporary Waterline Easement Agreement dated **February 19, 2018** by and between **WesBanco Bank, Inc., a West Virginia Corporation, of 1 Bank Plaza, Wheeling, WV 26003 (1/3 Interest)** (GRANTOR), CNX GAS COMPANY LLC, a Virginia Limited Liability Company, (Grantee),



PROPOSED TEMPORARY PIPELINE ROUTE DEPICTED ABOVE

Tax Map Parcel #(s) **24-021006.0000**

**Sunbury Township - Monroe County**

Project: **Gulfport Water**

Approximate Linear Feet of Temporary Pipeline as Depicted Above: **950 feet in length**

Locations shown are approximate, actual locations may vary due to deviations in terrain encountered during field inspections while work is in progress. Locations are subject to change as Grantee deems necessary.

**SIGNATURE PAGE TO EXHIBIT "A"**

**GRANTOR:**  
**WESBANCO BANK, INC.**

By:   
**James M. Sweeney, Vice President and  
Asset Disposition Manager**

**GRANTEE:**  
**CNX GAS COMPANY LLC**

By: \_\_\_\_\_  
Evan Mungai, Assistant Vice President

## SURFACE USE AGREEMENT

THIS SURFACE USE AGREEMENT ("Agreement"), made and entered into this 19<sup>th</sup> day of February, 2018 ("Effective Date") by and between WesBanco Bank, Inc., a West Virginia Corporation, of 1 Bank Plaza, Wheeling, WV 26003 (1/3 Interest) hereinafter called the GRANTOR, whether one or more, and CNX GAS COMPANY LLC, a Virginia Limited Liability Company, of 1000 Consol Energy Dr. Canonsburg, PA 15317, its employees, affiliates, partners, joint venture partners, successors, assigns, contractors and representatives, herein collectively called GRANTEE.

### WITNESSETH:

That for and in consideration of the sum of One Dollar (\$1.00) and other valuable consideration in hand paid, the receipt and sufficiency of which is hereby acknowledged by the GRANTOR, the GRANTOR hereby grants and conveys unto GRANTEE the right to drill, construct, maintain, repair and operate a road bore pipe connection; a right of way and easement to locate, construct, install, maintain, repair, remove, replace, change the size of, and operate pipeline(s) and/or associated lines with appurtenances thereunto, a right of way and easement to locate, construct, install, maintain, repair, remove, replace, change the size of, and operate a road way for the transportation of cars, trucks, equipment, men, supplies, and other things deemed necessary or convenient by GRANTEE; over that certain property located in Sunsbury Township, Monroe County, Ohio, further described as Tax Map No. 24-021006.0000, containing 50.1000 acres, more or less. The approximate location of said road bore, pipeline(s), road(s), and being shown on Exhibit "A" attached hereto and made apart hereof. In association with the rights herein granted, the GRANTOR further grants and conveys unto the GRANTEE all necessary rights of ingress and egress to and from above described property for the purposes set forth herein.

GRANTEE does hereby covenant and agree to indemnify and hold GRANTOR free and harmless against any and all loss, damage, claims, and suits, which GRANTOR may suffer arising out of the exercise by GRANTEE of the rights herein granted.

GRANTEE shall have the right to assign or convey any of the rights herein granted and this agreement shall extend to and be binding upon the heirs, executors, administrators, personal representatives, successors and assigns to the parties hereto. Upon such time as the GRANTEE no longer needs all of the rights herein granted, some of which may exceed the life of others, the GRANTEE shall release to the GRANTOR or his successor in title such rights.

GRANTOR and GRANTEE agree that this Surface Use Agreement shall not enlarge or diminish GRANTEE's expressed and implied mineral and related rights.

**Prepared By/Return to: CNX Gas Company LLC, 1000 CONSOL Energy Drive, Canonsburg PA 15317**



IN WITNESS WHEREOF, GRANTOR and GRANTEE have caused their names to be hereunto placed and witness the following signature(s), as of the date first herein appearing.

GRANTOR:

**WESBANCO BANK, INC.**

By: James M Sweeney VP  
**James M. Sweeney, Vice President and Asset Disposition  
Manager**

GRANTEE:

CNX GAS COMPANY LLC

By: \_\_\_\_\_

Print: Evan Mungai

Its: Assistant Vice President

**CORPORATE ACKNOWLEDGMENT**

STATE OF WEST VIRGINIA

COUNTY OF Ohio

On this the 27<sup>th</sup> day of February, 2018, before me, the undersigned authority, personally appeared James M. Sweeney, who acknowledged himself to be the Vice President and Asset Disposition Manager of WesBanco Bank, Inc., a West Virginia Corporation, and that he/she, being authorized to do so, executed the foregoing instrument for the purposes therein contained

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

Veronica M Berisford  
Notary Public



**CNX ACKNOWLEDGMENT**

STATE OF PENNSYLVANIA  
COUNTY OF WASHINGTON

On this the \_\_\_\_ day of \_\_\_\_\_, 201\_\_, before me, the undersigned authority, personally appeared Evan Mungai, who acknowledged himself to be the Assistant Vice President of CNX GAS COMPANY LLC, and that he/she, being authorized to do so, executed the foregoing instrument for the purposes therein contained  
IN WITNESS WHEREOF, I hereunto set my hand and official seal.

\_\_\_\_\_  
Notary Public

**ADDENDUM**

**Doc # \_\_\_\_\_**

TO THAT CERTAIN SURFACE USE AGREEMENT  
BY AND BETWEEN,

**WesBanco Bank, Inc., a West Virginia Corporation, of 1 Bank Plaza, Wheeling, WV 26003 (1/3 Interest);  
(GRANTOR)**

AND

**CNX GAS COMPANY LLC, (CNX), with offices located at  
1000 Consol Energy Drive Canonsburg, PA 15317, (GRANTEE),**

With Property being located in Sunbury Twp., Monroe County, OH;  
Further described as Tax Map Parcel #(s): 24-021006.0000  
Land Agent: Sean R. Parsons  
Dated: February 19, 2018

1. GRANTEE agrees to pay landowner a one-time flat rate fee of Three Thousand Dollars (\$3,000.00) for the disturbance caused by GRANTEE's construction activities no more than Forty-Five (45) days after commencing construction activities.
2. Disturbance Area. GRANTEE may use two construction areas of 100 feet x 100 feet each for purposes of boring, stockpiling or otherwise facilitating its Operations hereunder; including any maintenance or removal operations.
3. Restoration. GRANTEE agrees to reclaim disturbance area around the bore pit and above ground pipe connection as close as reasonably possible to the condition the premises existed prior to construction. Upon completion of restoration the only above ground apparatus shall be the pipe connection.
4. Maintenance. In the event that routine or emergency maintenance is required, GRANTEE agrees to compensate GRANTOR for any crop damage incurred in repairing, maintaining, servicing the pipeline.
5. Reclamation. Prior to expiration of this Agreement, unless otherwise extended by a separate written agreement, GRANTEE agrees to remove above ground pipe connection and associated below ground fittings and connectors down to main pipe sleeve or thirty-six inches (36'), whichever is greater, and reclaim all disturbed areas to as close as reasonably possible to the condition the premises existed prior to construction.
6. Term. This Agreement shall cease and terminate automatically and the easement area shall automatically revert to the Grantor upon the earlier of written notice of termination from GRANTEE or one (1) year(s) from the Effective Date.
7. Payment Directive. All monies and payments due under the terms of this agreement shall be paid as follows: 1/3 Interest to WesBanco Bank, Inc., a West Virginia Corporation, at address 1 Bank Plaza, Wheeling, WV 26003

**SIGNATURE PAGE TO ADDENDUM**

GRANTOR:  
**WESBANCO BANK, INC.**

By:  VP  
**James M. Sweeney, Vice President and  
Asset Disposition Manager**

GRANTEE:  
CNX GAS COMPANY LLC

By: \_\_\_\_\_  
Evan Mungai, Assistant Vice President

By: \_\_\_\_\_

## Exhibit "A"

Attached hereto and made a part of that certain Agreement dated **February 19, 2018** by and between **WesBanco Bank, Inc., a West Virginia Corporation (1/3 Interest)**, (GRANTOR), and CNX GAS COMPANY LLC, a Virginia Limited Liability Company, (GRANTEE).



PROPOSED ROAD BORE LOCATIONS DEPICTED ABOVE

Tax Map Parcel # **24-021006.0000**

**Sunbury** Township – **Monroe** County

Project: **Gulfport Water**

Locations shown are approximate, actual locations may vary due to deviations in terrain encountered during field inspections while work is in progress.

**SIGNATURE PAGE TO EXHIBIT "A"**

GRANTOR:  
**WESBANCO BANK, INC.**

By: James M. Sweeney, VP  
**James M. Sweeney, Vice President and  
Asset Disposition Manager**

GRANTEE:  
CNX GAS COMPANY LLC

By: \_\_\_\_\_  
Evan Mungai, Assistant Vice President