

**BEFORE THE VIRGINIA GAS AND OIL BOARD**

**PETITIONER:** EnerVest Operating, LLC

**DIVISION OF GAS AND OIL**

**DOCKET NO:** VGOB 94-0621-0455-04

**RELIEF SOUGHT: (1) DISBURSEMENT FROM ESCROW REGARDING TRACT(S) 008 (2) AND AUTHORIZATION FOR DIRECT PAYMENT OF ROYALTIES (3) AND DISMISSAL OF COAL OWNERS PURSUANT TO CODE OF VIRGINIA SECTION 45.1-361.22:2.**

**HEARING DATE:** August 21, 2018

**TAX ID NUMBERS:** Tax Map Identification Numbers for all parcels affected by this petition are shown on: Exhibit E - Exhibit EE

**DRILLING UNIT:** 702942

**DICKENSON COUNTY, VIRGINIA**

**PETITION FOR ORDER OF DISBURSEMENT OF ESCROW FUNDS**

**1. Petitioner and its counsel**

Petitioner is EnerVest Operating, LLC, 408 W Main Street, Abingdon, VA 24210, 276-628-9001. Petitioner's counsel is Tim Scott, McKinnis & Scott Law Firm, 135 W. Main St., Kingsport, TN 37660.

**2. Relief Sought**

Petition to disburse escrowed funds to all known owners in well 702942 VGOB 94-0621-0455, Tract 8.

**3. Legal Authority**

Va. Code Ann. § 45.1-361.1 et seq., 4 VAC 25-160-140., and relevant Virginia Gas and Oil Board Orders ("Board") heretofore promulgated pursuant to law.

**4. Type of Well(s)**

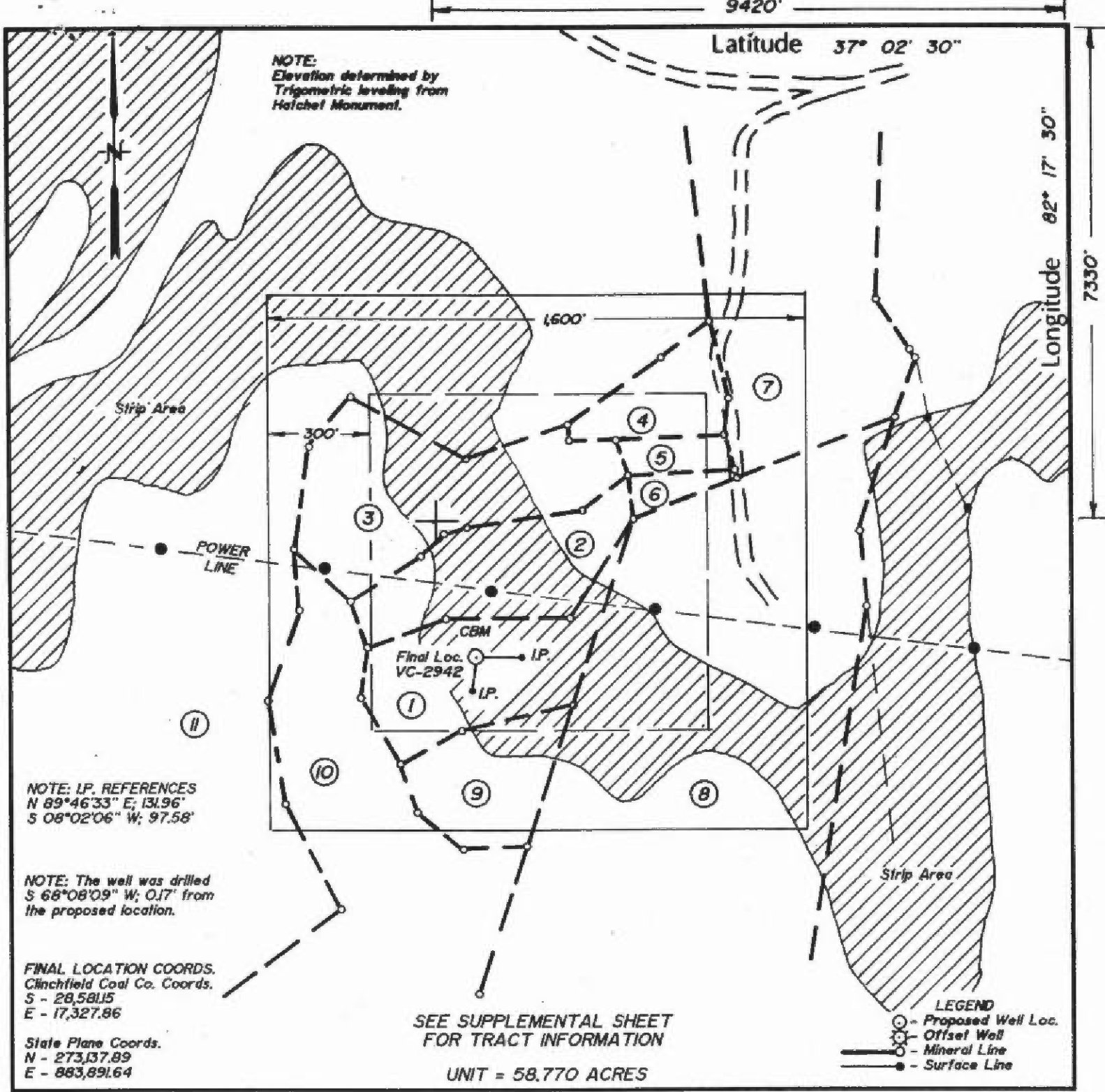
Coalbed Methane

**5. Factual basis for relief requested**

Petition to disburse funds from the escrow account to all known parties in Tract 8 of well 702942 VGOB 94-0621-0455, pursuant to the Final Order and Agreement and Mutual Release between the owners.

**6. Attestation**

The foregoing Petition to the best of my knowledge, information, and belief is true and correct.

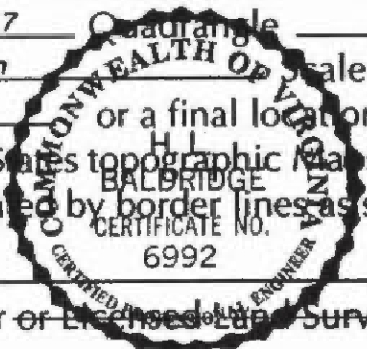


**WELL LOCATION PLAT**

Company Equitable Resources Exploration Well Name and Number VC-2942  
 Tract No. TL-223 Elevation 2159.47 Quadrangle Nora  
 County Dickenson District Ervinton Scale: 1"=400' Date 09-30-94

This Plat is a new plat \_\_\_\_\_; an updated plat \_\_\_\_\_ or a final location plat X;  
 + Denotes the location of a well on United States topographic maps, scale 1 to 24,000,  
 latitude and longitude lines being represented by border lines as shown.

H. L. Baldridge  
 Licensed Professional Engineer or Licensed Land Surveyor (Affix Seal)



## SUPPLEMENTAL SHEET FOR VC-2942 PLAT

1. Standard Banner Coal Corp.  
5.0 Acres  
COAL, GAS & SURFACE  
Rapoca Energy Co. - Coal Lessee  
GAS - 5.499 Ac., 9.35%
2. Standard Banner Coal Corp.  
5.0 Acres  
COAL, GAS & SURFACE  
Rapoca Energy Co. - Coal Lessee  
GAS - 4.591 Ac., 7.81%
3. Mary Turner Heirs  
7.0 Acres  
Standard Banner Coal Corp.  
COAL & SURFACE  
Rapoca Energy Co. - Coal Lessee  
Mary Turner Heirs - GAS  
GAS - 6.991 Ac., 11.89%
4. Mary Turner Heirs  
2.02 Acres  
Howard C. Holifield - SURFACE  
Standard Banner Coal Corp. - COAL  
Rapoca Energy Co. - Coal Lessee  
Mary Turner Heirs - GAS  
GAS - 2.167 Ac., 3.69%
5. Ls. # 244707L-01  
Howard C. Holifield  
0.75 Acres  
GAS & SURFACE  
Standard Banner Coal Corp. - COAL  
Rapoca Energy Co. - Coal Lessee  
GAS - 0.769 Ac., 1.31%
6. Standard Banner Coal Corp.  
(part of 4.73 Acres)  
Standard Banner Coal Corp. -  
COAL & GAS  
Rapoca Energy Co. - Coal Lessee  
GAS - 0.489 Ac., 0.83%

7. Standard Banner Coal Corp.  
 13.89 Acres  
 COAL, GAS & SURFACE  
 Rapoca Energy Co. - Coal Lessee  
 GAS - 2.983 Ac., 5.08%
8. Ls. # 244712L  
 B. H. Long Heirs  
 30.975 Acres  
 B. H. Long Heirs - GAS  
 Joseph R. Long & Tribitha G. Long (H & W) 14.48 Ac., 1/2 Int.  
 Denny Long & Sharon M. Long (H & W) 5.163 Ac., 1/6 Int.  
 Judy L. Manuel, Single 5.162 Ac., 1/6 Int.  
 Timothy R. Long & Vera V. Long (H & W) 5.162 Ac., 1/6 Int.  
 Standard Banner Coal Corp. - COAL  
 Rapoca Energy Co. - Coal Lessee  
 GAS - 15.357 Ac., 26.13%
9. Standard Banner Coal Corp.  
 4.73 Acres  
 B. H. Long heirs - SURFACE  
 Standard Banner Coal Corp. -  
 COAL & GAS  
 Rapoca Energy Co. - Coal Lessee  
 GAS - 2.866 Ac., 4.88%
10. Mark Mayes, Single  
 65.0 Acres  
 GAS & SURFACE  
 Standard Banner Coal Corp. - COAL  
 Rapoca Energy Co. - Coal Lessee  
 GAS - 4.847 Ac., 8.25%
11. Ls. # PO-148, TL-223  
 Standard Banner Coal Corp. Tr.  
 5747.00 Acres  
 Standard Banner Coal Corp. -  
 SURFACE, COAL OIL & GAS  
 Rapoca Energy Co. - Coal Lessee  
 GAS - 12.211 Ac., 20.78%





**EXHIBIT "E"**  
**VGOB 94/06/21/0455-04**  
**VC-702942**

<u>TRACT</u>	<u>LESSOR</u>	<u>LEASE STATUS</u>	<u>INTEREST WITHIN UNIT</u>	<u>GROSS ACREAGE IN UNIT</u>
<u>GAS ESTATE ONLY</u>				
<u>3</u>	Mary Turner Heirs Unknown / Unlocateable	Unleased	11.890000%	6.9910
<b>TAX ID 6259</b>				
<b>Tract 3 Totals</b>			<b>11.890000%</b>	<b>6.9910</b>
<u>4</u>	Mary Turner Heirs Unknown / Unlocateable	Unleased	3.690000%	2.1670
<b>TAX ID 6259</b>				
<b>Tract 4 Totals</b>			<b>3.690000%</b>	<b>2.1670</b>
<b>TOTAL GAS ESTATE</b>			<b>15.580000%</b>	<b>9.1580</b>

**EXHIBIT "EE"**  
**VGOB 94/06/21/0455-04**  
**VC-702942**

<u>TRACT</u>	<u>LESSOR</u>	<u>LEASE STATUS</u>	<u>INTEREST WITHIN UNIT</u>	<u>GROSS ACREAGE IN UNIT</u>
<b><u>Disbursement -04</u></b>				
<u>8</u>	<u>B.H. Long Heirs</u>			
<b>TAX ID Minerals Only</b>	Joseph A. and Tabitha G. Long 274 Westfall Dr Lebanon, VA 24266	Leased 244712	13.265000%	7.6785
	Dennie Long & Sharon M. Long P.O. Box 361 Lebanon, VA 24266	Leased 244712	4.355000%	2.5595
	Judy L Manuel P.O. Box 314 Lebanon, VA 24266	Leased 244712	4.355000%	2.5595
	Timothy R Long & Vera V. Long 25392 US Highway 58 Castlewood, VA 24224	Leased 244712	4.355000%	2.5595
<b>Tract 8 Totals</b>			<b>26.33%</b>	<b>15.3570</b>
<b>TOTAL DISBURSEMENT-04</b>			<b>26.3300%</b>	<b>15.3570</b>

**COAL ESTATE ONLY**

<u>8</u>	Standard Banner Coal Corporation P. O. Box 750 Wise, VA 24295	Leased 906891 TL-225	26.330000%	15.3570
<b>TAX ID 11814</b>	<b>Tract 8 Totals</b>		<b>26.330000%</b>	<b>15.3570</b>

**Exhibit J**  
**VC-702942**  
**VGOB 94/06/21/0455-04**

<u>Payment Date</u>	<u>Amount</u>
2/20/1995	\$41.76
3/19/1995	\$40.57
4/21/1995	\$47.24
5/19/1995	\$52.55
6/18/1995	\$72.37
7/19/1995	\$77.96
8/19/1995	\$56.82
9/20/1995	\$78.35
10/20/1995	\$88.22
11/18/1995	\$110.38
12/22/1995	\$104.28
1/24/1996	\$172.94
2/22/1996	\$243.97
3/26/1996	\$215.67
4/23/1996	\$210.29
5/25/1996	\$207.79
6/20/1996	\$180.11
7/24/1996	\$171.73
8/21/1996	\$231.35
9/22/1996	\$196.94
10/24/1996	\$146.71
11/21/1996	\$161.56
12/18/1996	\$246.44
1/24/1997	\$353.16
2/25/1997	\$400.56
3/26/1997	\$287.15
4/24/1997	\$207.20
5/22/1997	\$178.01
6/25/1997	\$182.31
7/29/1997	\$220.56
8/27/1997	\$166.26
9/25/1997	\$211.23
10/23/1997	\$225.80
11/21/1997	\$279.86
12/21/1997	\$279.51
1/28/1998	\$227.64
2/25/1998	\$229.97
3/24/1998	\$182.34
4/23/1998	\$211.28
5/27/1998	\$190.14
6/24/1998	\$182.42
7/26/1998	\$168.85
8/27/1998	\$185.28
9/23/1998	\$149.16
10/27/1998	\$141.49
11/20/1998	\$171.37
12/23/1998	\$172.47
1/26/1999	\$174.84
2/24/1999	\$146.87
3/23/1999	\$146.95
4/27/1999	\$128.71
5/25/1999	\$153.47
6/22/1999	\$187.71
7/27/1999	\$161.18

**Exhibit J**  
**VC-702942**  
**VGOB 94/06/21/0455-04**

<u>Payment Date</u>	<u>Amount</u>
9/29/1999	\$222.30
10/29/1999	\$229.44
11/24/1999	\$207.62
12/22/1999	\$247.14
1/26/2000	\$180.00
2/24/2000	\$185.77
3/24/2000	\$204.04
4/21/2000	\$229.20
5/23/2000	\$246.91
6/27/2000	\$263.15
7/28/2000	\$351.85
8/25/2000	\$327.76
9/28/2000	\$320.60
10/30/2000	\$374.12
11/30/2000	\$451.89
12/21/2000	\$354.45
1/31/2001	\$462.22
2/28/2001	\$745.70
3/27/2001	\$489.10
4/24/2001	\$408.77
5/23/2001	\$397.34
6/26/2001	\$425.32
7/26/2001	\$312.47
8/28/2001	\$226.91
10/26/2001	\$254.13
10/26/2001	\$182.42
11/29/2001	\$167.04
12/19/2001	\$262.04
1/30/2002	\$205.72
3/1/2002	\$197.98
4/2/2002	\$167.12
5/24/2002	\$288.07
6/28/2002	\$291.95
7/31/2002	\$249.98
8/26/2002	\$267.76
9/27/2002	\$245.50
10/28/2002	\$272.27
11/25/2002	\$325.69
12/30/2002	\$353.69
2/1/2003	\$379.00
3/5/2003	\$426.75
4/2/2003	\$423.70
5/1/2003	\$766.51
6/2/2003	\$491.37
7/1/2003	\$365.55
8/1/2003	\$502.00
9/2/2003	\$426.82
10/1/2003	\$339.64
11/3/2003	\$376.16
12/2/2003	\$353.15
1/7/2004	\$349.48
2/2/2004	\$398.75
3/3/2004	\$497.16
4/5/2004	\$434.15
5/5/2004	\$319.36

**Exhibit J**  
**VC-702942**  
**VGOB 94/06/21/0455-04**

<u>Payment Date</u>	<u>Amount</u>
6/2/2004	\$445.33
7/5/2004	\$507.19
8/4/2004	\$537.60
9/1/2004	\$396.95
10/4/2004	\$420.41
11/2/2004	\$415.89
12/2/2004	\$512.64
1/6/2005	\$653.51
2/7/2005	\$667.57
3/3/2005	\$541.70
4/5/2005	\$516.48
5/6/2005	\$544.94
6/7/2005	\$645.47
7/6/2005	\$591.80
8/5/2005	\$475.37
9/8/2005	\$612.84
10/6/2005	\$662.67
11/8/2005	\$913.45
12/7/2005	\$1,231.73
1/6/2006	\$1,167.73
2/6/2006	\$957.92
3/8/2006	\$996.27
4/7/2006	\$642.37
5/10/2006	\$609.04
6/6/2006	\$580.69
7/11/2006	\$563.15
8/7/2006	\$461.52
9/8/2006	\$228.33
10/9/2006	\$551.92
11/9/2006	\$507.72
12/7/2006	\$304.57
1/8/2007	\$521.45
2/8/2007	\$630.29
3/8/2007	\$436.01
4/6/2007	\$430.43
5/9/2007	\$538.98
6/8/2007	\$495.51
7/10/2007	\$516.63
8/7/2007	\$476.69
9/10/2007	\$430.86
10/12/2007	\$308.87
11/8/2007	\$227.90
12/10/2007	\$285.02
1/9/2008	\$396.17
2/8/2008	\$438.74
3/10/2008	\$446.56
4/8/2008	\$441.20
5/7/2008	\$489.02
6/9/2008	\$495.34
7/14/2008	\$585.79
8/7/2008	\$570.20
9/5/2008	\$648.53
10/10/2008	\$443.51
11/7/2008	\$402.83
12/9/2008	\$359.06

**Exhibit J**  
**VC-702942**  
**VGOB 94/06/21/0455-04**

<u>Payment Date</u>	<u>Amount</u>
1/12/2009	\$307.25
2/11/2009	\$323.28
3/10/2009	\$286.24
4/9/2009	\$172.30
5/12/2009	\$167.48
6/8/2009	\$117.83
7/10/2009	\$97.34
8/12/2009	\$103.24
9/10/2009	\$116.37
10/12/2009	\$91.63
11/9/2009	\$62.52
12/9/2009	\$105.64
1/13/2010	\$122.55
2/10/2010	\$128.19
3/9/2010	\$173.40
4/14/2010	\$142.91
5/10/2010	\$129.41
6/8/2010	\$93.12
7/13/2010	\$110.19
8/10/2010	\$102.44
9/10/2010	\$119.91
10/11/2010	\$120.20
11/11/2010	\$83.20
12/9/2010	\$87.34
1/13/2011	\$70.34
2/11/2011	\$121.01
3/11/2011	\$117.31
4/12/2011	\$94.55
5/11/2011	\$91.24
6/11/2011	\$93.82
7/13/2011	\$97.41
8/10/2011	\$83.63
9/12/2011	\$99.76
10/12/2011	\$96.91
11/10/2011	\$80.69
12/9/2011	\$79.30
1/17/2012	\$73.08
2/10/2012	\$68.48
3/12/2012	\$60.97
4/13/2012	\$42.96
5/11/2012	\$36.96
6/12/2012	\$29.11
7/11/2012	\$29.15
8/10/2012	\$38.09
9/12/2012	\$46.47
10/10/2012	\$50.15
11/9/2012	\$39.28
12/12/2012	\$49.15
1/10/2013	\$58.41
2/11/2013	\$65.73
3/13/2013	\$54.04
4/10/2013	\$46.16
5/10/2013	\$56.75
6/10/2013	\$64.58
7/8/2013	\$71.14

**Exhibit J**  
**VC-702942**  
**VGOB 94/06/21/0455-04**

<u>Payment Date</u>	<u>Amount</u>
8/12/2013	\$52.38
9/13/2013	\$54.80
10/10/2013	\$52.86
11/13/2013	\$52.58
12/11/2013	\$52.56
1/10/2014	\$52.55
2/11/2014	\$59.85
3/12/2014	\$108.55
4/10/2014	\$86.31
5/14/2014	\$76.25
6/13/2014	\$72.21
7/9/2014	\$80.51
8/14/2014	\$73.25
9/30/2014	\$81.03
10/31/2014	\$68.67
11/28/2014	\$67.38
12/31/2014	\$70.73
1/30/2015	\$62.38
2/27/2015	\$72.08
3/31/2015	\$58.68
4/30/2015	\$52.59
5/31/2015	\$46.39
6/30/2015	\$38.00
7/31/2015	\$38.87
8/31/2015	\$43.06
9/30/2015	\$41.89
10/31/2015	\$43.98
11/30/2015	\$37.81
12/31/2015	\$37.39
1/31/2016	\$0.00
2/29/2016	\$0.00
3/31/2016	\$35.70
4/30/2016	\$30.16
5/31/2016	\$20.96
6/30/2016	\$24.61
7/31/2016	\$25.32
8/31/2016	\$24.39
9/30/2016	\$41.00
10/31/2016	\$35.37
11/30/2016	\$38.71
12/31/2016	\$24.21
1/31/2017	\$21.24
2/28/2017	\$32.56
3/31/2017	\$42.41
4/30/2017	\$30.42
5/31/2017	\$23.35
6/30/2017	\$26.26
7/31/2017	\$26.38
8/31/2017	\$25.35
9/30/2017	\$24.35
10/31/2017	\$23.28
11/30/2017	\$19.47
12/31/2017	\$22.92
1/31/2018	\$23.99
2/28/2018	\$29.87

**Exhibit J  
VC-702942  
VGOB 94/06/21/0455-04**

<u>Payment Date</u>	<u>Amount</u>
3/31/2018	\$42.30
4/30/2018	\$35.75
5/31/2018	\$23.89
<b>TOTAL PAYMENTS</b>	<b>\$65,765.51</b>

<b>Disb-01</b>	Withdrawn
<b>Disb-02</b>	(\$9,476.18)
<b>Disb-03</b>	(\$1,678.03)

<b>TOTAL AFTER DISBURSEMENTS</b>	<b>\$54,611.30</b>
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**Escrow Agent Summary May 2018**

<u>Unit Name</u>	<u>Docket #</u>	<u>Operator</u>	<u>Beginning Market Value</u>	<u>Deposits</u>	<u>Money Mkt Interest</u>	<u>Fees</u>	<u>Ending Market Value</u>
VC702942	0455	EnerVest Operating	\$54,903.27	\$35.75	\$78.77	(\$4.58)	\$55,013.21

**TOTAL PAYMENTS** \$ 54,611.30

**Escrow Agent Summary May 2018** \$ 55,013.21

**Difference** \$ 401.91

**\*\*Pursuant to Mutual Agreement Between Oil/Gas Owners and Coal Owner**

\$55,013.21 Ending Market Value at Escrow Agent May 2018  
\$54,627.57 Ending Market Value at Escrow Agent January 2018  
 \$385.64 Difference

**Exact Pay**

\$34,322.50 62.83% of Account through January 2018 Disburse Per Mutual Agreement  
\$20,305.07 37.17% of Account through January 2018 Remains with Escrow Agent for Exhibit E Owners  
 \$54,627.57 Equals Ending Market Value at Escrow Agent January 2018 above

**Percentage Pay**

\$242.30 62.83% of Remainder of Account Feb 2018 - Current Disburse Per Mutual Agreement  
\$143.34 37.17% of Remainder of Account Feb 2018 - Current Remains with Escrow Agent for Exhibit E Owners  
 \$385.64 Equals Difference above

AFFIDAVIT PURSUANT TO VIRGINIA CODE SEC. 45.1-361.22

Standard Banner Coal Corporation represents the following:

1. Attached is a completed Form W-9.
2. Standard Banner Coal Corporation is the owner of the coalbed methane underlying the tract situate in Dickenson County, Virginia, and pooled as Units VC-2942 (Tract 8), VC-03440 (Tract 4), VC-3667 (Tract 1), and VC-536082 (Tract 3).
3. The disbursement of escrow funds is subject to an Agreement and Mutual Release dated February 1, 2018, wherein Standard Banner Coal Corporation is a party. The civil action pending in the Circuit Court of Dickenson County, Virginia, has been dismissed by Order of the Court.
4. Donald R. Johnson is the attorney representing Standard Banner Coal Corporation and is authorized to receive the funds to be disbursed by the Gas and Oil Board to which it is entitled pursuant to the said Agreement and Mutual Release.

WITNESS THE FOLLOWING SIGNATURE AND SEAL THIS 1st DAY OF June, 2018.

Standard Banner Coal Corporation

BY: [Signature]  
Its Vice President

COMMONWEALTH OF VIRGINIA

COUNTY/CITY OF Washington

The foregoing Affidavit was acknowledged before me on the day and year written next below by Joan Gillenwalters, the Vice President of STANDARD BANNER COAL CORPORATION, on behalf of the corporation and as its act and deed.

Given under my hand and notarial seal this the 1st day of June, 2018.

My Commission expires May 31, 2018

[Signature]  
Notary Public



Name of Conflicting Claimant: DENNIE J. LONG  
Unit: (Tract): VC 2942 (TRACT B)  
VC 03440 (TRACT 4)  
VC 36867 (TRACT 4)  
CV 536 082 (TRACT 3)

AFFIDAVIT PURSUANT TO VA. CODE § 45.1-361.22

1. My name is DENNIE J. LONG
2. I am over the age of eighteen and able to make the statements in this affidavit.
3. I am attaching a W-9 to this affidavit with my correct social security number and current address.
4. As of the date set forth below, I am a lawful owner of the coalbed methane interests in the above referenced unit and tracts, and described or referenced in the attached Order or Agreement and affirm the Order or Agreement and the contents therein.
5. I swear and/or affirm that the information set forth above and in the attached W-9 is true and accurate.
6. Terrence Shea Cook is my authorized attorney in fact to receive for distribution on my behalf all funds held in escrow by the VGOB.

Dated this 26<sup>th</sup> day of this month Feb., 2018.

Dennie J Long  
Name:  
Address: 29501 U.S. Hwy 58 Lebanon, VA.  
24266

COMMONWEALTH OF VIRGINIA )  
) to-wit:  
CITY/COUNTY OF Lee )

On this 26<sup>th</sup> day of Feb 2018, appeared before me Dennie J. Long, who being first duly sworn, stated that the foregoing is true and correct to the best of his knowledge, information and belief.

Paula D. Klingenberg  
Notary Public

My Commission Expires:



Name of Conflicting Claimant: Joseph Long

Unit: (Tract): VC 2942 (Tract 8)  
VC 03440 (Tract 4)  
VC 36867 (TRACT 1)  
CV 536082 (TRACT 3)

AFFIDAVIT PURSUANT TO VA. CODE § 45.1-361.22

1. My name is Joseph Long.
2. I am over the age of eighteen and able to make the statements in this affidavit.
3. I am attaching a W-9 to this affidavit with my correct social security number and current address.
4. As of the date set forth below, I am a lawful owner of the coalbed methane interests in the above referenced unit and tracts, and described or referenced in the attached Order or Agreement and affirm the Order or Agreement and the contents therein.
5. I swear and/or affirm that the information set forth above and in the attached W-9 is true and accurate.
6. Terrence Shea Cook is my authorized attorney in fact to receive for distribution on my behalf all funds held in escrow by the VGOB.

Dated this 24<sup>th</sup> day of this month February, 2018.

JOSEPH LONG J. Joseph Long  
 Name: 274 Westover Drive  
 Address: LEBANON, VA 24266

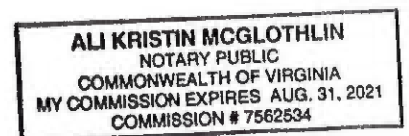
COMMONWEALTH OF VIRGINIA )  
 ) to-wit:  
 CITY/COUNTY OF Russell )

On this 24 day of Feb 2018, appeared before me Joseph Long, who being first duly sworn, stated that the foregoing is true and correct to the best of his knowledge, information and belief.

Ali McElrotherin

Notary Public

My Commission Expires: 8-31-2021







## AGREEMENT AND MUTUAL RELEASE

THIS AGREEMENT ON SETTLEMENT AND MUTUAL RELEASE made and entered into this first day of February 2018, by and between JOSEPH LONG, JUDY MANUEL, DENNY LONG and TIMMY R. LONG, parties of the first part, hereinafter referred to as "Long Heirs;" and STANDARD BANNER COAL CORPORATION, a Virginia corporation, party of the second part, hereinafter referred to as "Standard Banner."

### WITNESSETH

WHEREAS, Long Heirs and Standard Banner are parties to litigation in the Circuit Court of Dickenson County, Virginia, Civil Action Number 1200003800, wherein the Long Heirs are plaintiffs and counter defendants and Standard Banner is defendant and counterclaimant; and

WHEREAS, the subject matter of the civil action is the ownership of gas on and underlying a certain tract of real estate in Dickinson County formerly owned by the Long Heirs predecessor, B. H. Long, as described in a certain deed from B. H. Long to Standard Banner dated March 31, 1952, of record in the Clerk's Office in Deed Book 439, at page 8, and the ownership of funds held in escrow on account of coalbed methane wells drilled by Equitable Production Company, now EQT Production Company, and held by its successor, EnerVest Operating, LLC, or a related Company, on account of said wells; and

WHEREAS, the Long Heirs and Standard Banner have agreed to settle the civil action and agree to the disbursement of funds held in escrow as well as resolve the ownership of gas and other minerals; and

NOW, THEREFORE, that for and in consideration of the above stated premises and the parties agree as follows:

**1. Division of Escrowed Funds.** The parties agree to divide all funds held in escrow accounts on account of gas production from the wells which have been pooled for the tract of land described in the Complaint and Counterclaim, which wells are known as VC2942 (Tract 8); VC03440 (Tract 4); VC36867 (Tract 1); and CV536082 (Tract 3); held by or through the Virginia Gas and Oil Board for the period through and including the month of January 2018, on a split basis of seventy-five percent (75%) to the Long Heirs and twenty-five percent (25%) to Standard Banner. It is estimated that the total funds held in escrow accounts on account of the said tract and wells is approximately \$75,000. The parties agree to pursue and cooperate in the disbursement of the escrowed funds as soon as practicable.

**2. Quitclaim Deed.** The Long Heirs agree to execute and deliver a quitclaim deed to the benefit of Standard Banner in the form as set forth in Exhibit A attached hereto and made a part

hereof. It is the intent of the parties that the Long Heirs grant to Standard Banner Coal the interest that the Long Heirs, and each of them, have in the property which is the subject of the Complaint and Counterclaim, and that Standard Banner shall be entitled to receive any and all funds as royalties due and payable from the production of coalbed methane gas from the wells described above effective with all funds payable in February 2018 and thereafter.

**3. Release and Compromise.** As a consideration of this Agreement and the settlement of the civil action and the mutual benefits to be derived therefrom, the Long Heirs, and each of them, and Standard Banner do hereby release and discharge the other of and from any and all past, present and future claims, demands, causes of action, rights, damages, costs, expenses, and compensation of any nature whatsoever and whether based on tort, contract or any other theory of recovery which the Long Heirs, or any of them, or Standard Banner have or may hereafter accrue or otherwise may be acquired, on account of or in any way growing out of the claims set forth in the civil suit in ;the Circuit Court of Dickenson County, Virginia, as are set forth in the pleadings. It is expressly understood and agreed that this agreement, the quitclaim deed and Release entered into by the parties contemporaneously herewith and the disbursement of escrowed funds anticipated by the parties as agreed herein are for settlement and compromise of the claims of the Long Heirs, and each of them, and Standard Banner and are not to be construed as, and may not be used as evidence of, any admission by either party of the claims and demands of the other as set forth in the civil suit and the pleadings filed therein. Upon execution and delivery of this Agreement by the parties and the execution and delivery of the quit claim deed, the parties agree to submit a suitable Order to the Court for entry dismissing the civil action with prejudice.

This Agreement may be executed in two or more counterparts.

WITNESS the following signatures and seals as of the day first above written. Executed in duplicate.

\_\_\_\_\_(SEAL)  
JOSEPH LONG

\_\_\_\_\_(SEAL)  
JUDY MANUEL

\_\_\_\_\_(SEAL)  
DENNY LONG

\_\_\_\_\_(SEAL)  
TIMMY R. LONG

STANDARD BANNER COAL CORPORATION (SEAL)

BY:   
ITS PRESIDENT

COMMONWEALTH OF VIRGINIA

COUNTY/CITY OF \_\_\_\_\_

The foregoing instrument was acknowledged before me on the day and year written next below by JOSEPH LONG, as his act and deed.

Given under my hand and notarial seal this the \_\_\_\_\_ day of \_\_\_\_\_, 2018.

My Commission expires \_\_\_\_\_.

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

COMMONWEALTH OF VIRGINIA

COUNTY/CITY OF \_\_\_\_\_

The foregoing instrument was acknowledged before me on the day and year written next below by JUDY MANUEL, as her act and deed.

Given under my hand and notarial seal this the \_\_\_\_\_ day of \_\_\_\_\_, 2018.

My Commission expires \_\_\_\_\_.

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

COMMONWEALTH OF VIRGINIA

COUNTY/CITY OF \_\_\_\_\_

The foregoing instrument was acknowledged before me on the day and year written next below by DENNY LONG, as his act and deed.

Given under my hand and notarial seal this the \_\_\_\_\_ day of \_\_\_\_\_, 2018.

My Commission expires \_\_\_\_\_.

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

COMMONWEALTH OF VIRGINIA

COUNTY/CITY OF \_\_\_\_\_

The foregoing instrument was acknowledged before me on the day and year written next below by TIMMY R. LONG, as his act and deed.

Given under my hand and notarial seal this the \_\_\_\_\_ day of \_\_\_\_\_, 2018.

My Commission expires \_\_\_\_\_.

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

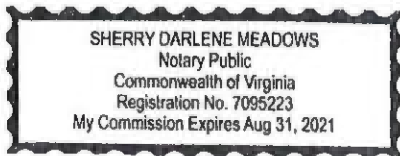
COMMONWEALTH OF VIRGINIA

COUNTY/CITY OF WASHINGTON

The foregoing instrument was acknowledged before me on the day and year written next below by Conrad McNeer, the President of STANDARD BANNER COAL CORPORATION, on behalf of the corporation and as its act and deed.

Given under my hand and notarial seal this the 20<sup>th</sup> day of March, 2018.

My Commission expires August 31, 2021.



Sherry Darlene Meadows  
Notary Public

## AGREEMENT AND MUTUAL RELEASE

THIS AGREEMENT ON SETTLEMENT AND MUTUAL RELEASE made and entered into this first day of February 2018, by and between JOSEPH LONG, JUDY MANUEL, DENNY LONG and TIMMY R. LONG, parties of the first part, hereinafter referred to as "Long Heirs;" and STANDARD BANNER COAL CORPORATION, a Virginia corporation, party of the second part, hereinafter referred to as "Standard Banner."

### WITNESSETH

WHEREAS, Long Heirs and Standard Banner are parties to litigation in the Circuit Court of Dickenson County, Virginia, Civil Action Number 1200003800, wherein the Long Heirs are plaintiffs and counter defendants and Standard Banner is defendant and counterclaimant; and

WHEREAS, the subject matter of the civil action is the ownership of gas on and underlying a certain tract of real estate in Dickinson County formerly owned by the Long Heirs predecessor, B. H. Long, as described in a certain deed from B. H. Long to Standard Banner dated March 31, 1952, of record in the Clerk's Office in Deed Book 439, at page 8, and the ownership of funds held in escrow on account of coalbed methane wells drilled by Equitable Production Company, now EQT Production Company, and held by its successor, EnerVest Operating, LLC, or a related Company, on account of said wells; and

WHEREAS, the Long Heirs and Standard Banner have agreed to settle the civil action and agree to the disbursement of funds held in escrow as well as resolve the ownership of gas and other minerals; and

NOW, THEREFORE, that for and in consideration of the above stated premises and the parties agree as follows:

**1. Division of Escrowed Funds.** The parties agree to divide all funds held in escrow accounts on account of gas production from the wells which have been pooled for the tract of land described in the Complaint and Counterclaim, which wells are known as VC2942 (Tract 8); VC03440 (Tract 4); VC36867 (Tract 1); and CV536082 (Tract 3); held by or through the Virginia Gas and Oil Board for the period through and including the month of January 2018, on a split basis of seventy-five percent (75%) to the Long Heirs and twenty-five percent (25%) to Standard Banner. It is estimated that the total funds held in escrow accounts on account of the said tract and wells is approximately \$75,000. The parties agree to pursue and cooperate in the disbursement of the escrowed funds as soon as practicable.

**2. Quitclaim Deed.** The Long Heirs agree to execute and deliver a quitclaim deed to the benefit of Standard Banner in the form as set forth in Exhibit A attached hereto and made a part

hereof. It is the intent of the parties that the Long Heirs grant to Standard Banner Coal the interest that the Long Heirs, and each of them, have in the property which is the subject of the Complaint and Counterclaim, and that Standard Banner shall be entitled to receive any and all funds as royalties due and payable from the production of coalbed methane gas from the wells described above effective with all funds payable in February 2018 and thereafter.

**3. Release and Compromise.** As a consideration of this Agreement and the settlement of the civil action and the mutual benefits to be derived therefrom, the Long Heirs, and each of them, and Standard Banner do hereby release and discharge the other of and from any and all past, present and future claims, demands, causes of action, rights, damages, costs, expenses, and compensation of any nature whatsoever and whether based on tort, contract or any other theory of recovery which the Long Heirs, or any of them, or Standard Banner have or may hereafter accrue or otherwise may be acquired, on account of or in any way growing out of the claims set forth in the civil suit in ;the Circuit Court of Dickenson County, Virginia, as are set forth in the pleadings. It is expressly understood and agreed that this agreement, the quitclaim deed and Release entered into by the parties contemporaneously herewith and the disbursement of escrowed funds anticipated by the parties as agreed herein are for settlement and compromise of the claims of the Long Heirs, and each of them, and Standard Banner and are not to be construed as, and may not be used as evidence of, any admission by either party of the claims and demands of the other as set forth in the civil suit and the pleadings filed therein. Upon execution and delivery of this Agreement by the parties and the execution and delivery of the quit claim deed, the parties agree to submit a suitable Order to the Court for entry dismissing the civil action with prejudice.


This Agreement may be executed in two or more counterparts.

WITNESS the following signatures and seals as of the day first above written. Executed in duplicate.

 (SEAL)  
JOSEPH LONG

 (SEAL)  
JODY MANUEL

\_\_\_\_\_  
DENNY LONG (SEAL)

 (SEAL)  
TIMMY R. LONG

STANDARD BANNER COAL CORPORATION (SEAL)

BY: \_\_\_\_\_  
ITS PRESIDENT

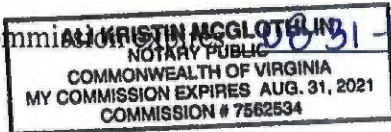
COMMONWEALTH OF VIRGINIA

COUNTY/CITY OF Russell

The foregoing instrument was acknowledged before me on the day and year written next below by JOSEPH LONG, as his act and deed.

Given under my hand and notarial seal this the 24 day of February, 2018.

My Commission expires 08-31-2021.



Ali Kristin McGlothlin  
Notary Public

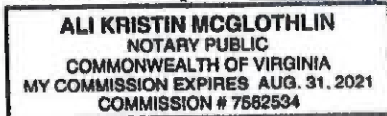
COMMONWEALTH OF VIRGINIA

COUNTY/CITY OF Russell

The foregoing instrument was acknowledged before me on the day and year written next below by JUDY MANUEL, as her act and deed.

Given under my hand and notarial seal this the 24 day of February, 2018.

My Commission expires 08-31-2021.



Ali Kristin McGlothlin  
Notary Public

COMMONWEALTH OF VIRGINIA

COUNTY/CITY OF \_\_\_\_\_

The foregoing instrument was acknowledged before me on the day and year written next below by DENNY LONG, as his act and deed.

Given under my hand and notarial seal this the \_\_\_\_\_ day of \_\_\_\_\_, 2018.

My Commission expires \_\_\_\_\_.

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

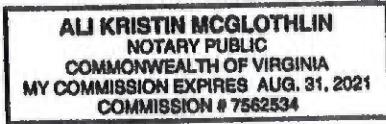
COMMONWEALTH OF VIRGINIA

COUNTY/CITY OF Russell

The foregoing instrument was acknowledged before me on the day and year written next below by TIMMY R. LONG, as his act and deed.

Given under my hand and notarial seal this the 24 day of February, 2018.

My Commission expires 08-31-2021.



Ali McGlothlin  
Notary Public

COMMONWEALTH OF VIRGINIA

COUNTY/CITY OF \_\_\_\_\_

The foregoing instrument was acknowledged before me on the day and year written next below by Conrad McNeer, the President of STANDARD BANNER COAL CORPORATION, on behalf of the corporation and as its act and deed.

Given under my hand and notarial seal this the \_\_\_\_\_ day of \_\_\_\_\_, 2018.

My Commission expires \_\_\_\_\_.

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

## AGREEMENT AND MUTUAL RELEASE

THIS AGREEMENT ON SETTLEMENT AND MUTUAL RELEASE made and entered into this first day of February 2018, by and between JOSEPH LONG, JUDY MANUEL, DENNY LONG and TIMMY R. LONG, parties of the first part, hereinafter referred to as "Long Heirs;" and STANDARD BANNER COAL CORPORATION, a Virginia corporation, party of the second part, hereinafter referred to as "Standard Banner."

### WITNESSETH

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NOW, THEREFORE, that for and in consideration of the above stated premises and the parties agree as follows:

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This Agreement may be executed in two or more counterparts.

WITNESS the following signatures and seals as of the day first above written. Executed in duplicate.

  
\_\_\_\_\_  
JOSEPH LONG (SEAL)

  
\_\_\_\_\_  
JUDY MANUEL (SEAL)

  
\_\_\_\_\_  
DENNY LONG (SEAL)

  
\_\_\_\_\_  
TIMMY R. LONG (SEAL)

STANDARD BANNER COAL CORPORATION (SEAL)

BY: \_\_\_\_\_  
ITS PRESIDENT

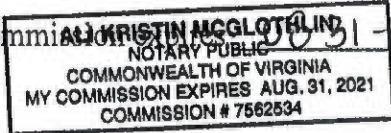
COMMONWEALTH OF VIRGINIA

COUNTY/CITY OF Russell

The foregoing instrument was acknowledged before me on the day and year written next below by JOSEPH LONG, as his act and deed.

Given under my hand and notarial seal this the 24 day of February, 2018.

My Commission expires 08-31-2021



Ali McGlothlin  
Notary Public

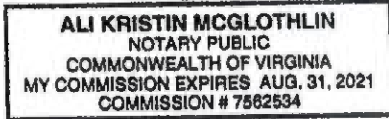
COMMONWEALTH OF VIRGINIA

COUNTY/CITY OF Russell

The foregoing instrument was acknowledged before me on the day and year written next below by JUDY MANUEL, as her act and deed.

Given under my hand and notarial seal this the 24 day of February, 2018.

My Commission expires 08-31-2021



Ali McGlothlin  
Notary Public

~~COMMONWEALTH OF VIRGINIA~~ State of Florida

COUNTY/CITY OF Lee

The foregoing instrument was acknowledged before me on the day and year written next below by DENNY LONG, as his act and deed.

Given under my hand and notarial seal this the 04 day of April, 2018.

My Commission expires 6.23.2021



Paula D. Klingenberg  
Notary Public

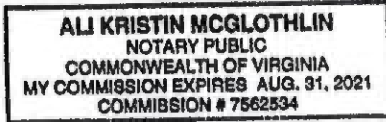
COMMONWEALTH OF VIRGINIA

COUNTY/CITY OF Russell

The foregoing instrument was acknowledged before me on the day and year written next below by TIMMY R. LONG, as his act and deed.

Given under my hand and notarial seal this the 24 day of February, 2018.

My Commission expires 08-31-2021.



Ali McGlothlin  
Notary Public

COMMONWEALTH OF VIRGINIA

COUNTY/CITY OF \_\_\_\_\_

The foregoing instrument was acknowledged before me on the day and year written next below by Conrad McNeer, the President of STANDARD BANNER COAL CORPORATION, on behalf of the corporation and as its act and deed.

Given under my hand and notarial seal this the \_\_\_\_\_ day of \_\_\_\_\_, 2018.

My Commission expires \_\_\_\_\_.

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

### **Contact Information for Payments to Attorneys**

Pursuant to Affidavit, Standard Banner Coal Company is represented by and their payments should be mailed to:

Donald R. Johnson, Esq.  
1950 Electric Road  
Roanoke, VA 24018-1621

Pursuant to Affidavits, the Long Heirs are represented by and their payments should be mailed to:

Terrance Shea Cook, Esq.  
PO Box 507  
Richlands, VA 24641

VIRGINIA:

IN THE CIRCUIT COURT OF DICKENSON COUNTY

JOSEPH LONG, et al.

PLAINTIFFS AND COUNTERDEFENDANTS

V.

CASE NO. 05ICL 1200003800

STANDARD BANNER COAL CORP.,

DEFENDANT AND CROSS PLAINTIFF

FINAL ORDER

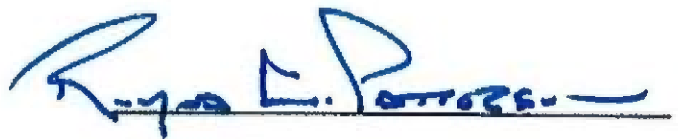
THIS DAY came the plaintiffs and counter defendants, Joseph Long, Judy Manuel, Denny Long and Timmy R. Jong, by counsel, and defendant and cross plaintiff, Standard Banner Coal Corporation, by counsel, and advised the Court that the civil action herein has been compromised and settled and moved for an Order dismissing this civil action with prejudice.

The Court, finding it proper to do so, hereby DISMISSES this civil action with prejudice.

The Clerk shall send a copy of this Order to all counsel of record.

The Clerk shall remove this matter from the docket of this Court.

ENTERED this 22<sup>nd</sup> day of May RWC ~~February~~ 2018.



Circuit Court Judge

REQUESTED:



Terrence Shea Cook VSB#34832  
P O. Box 507  
Richlands, VA 24641  
Counsel for Plaintiffs



---

**Donald R. Johnson, VSB #1337**  
**Donald R. Johnson, P.C.**  
**1950 Electric Road**  
**Roanoke, VA 24018-1621**  
**Telephone: 540-989-3505**

**Elsy A. Harris, III VSB#19772**  
**Mullins, Harris & Jessee**  
**P. O Box 1200**  
**Norton, VA 24273**  
**Telephone: 276-679-311**  
**Counsel for Defendant Standard Banner Coal Corporation**