

BEFORE THE VIRGINIA GAS AND OIL BOARD

PETITIONER: EnerVest Operating, LLC

DIVISION OF GAS AND OIL

DOCKET NO: VGOB 07-0821-1989-04

RELIEF SOUGHT: (1) DISBURSEMENT FROM ESCROW REGARDING TRACT(S) 001 (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: 536867

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 536867 VGOB 07-0821-1989, Tract 1.

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 escrowed funds to all known owners in well 536867, Tract 1, VGOB 07-0821-1989, pursuant to Final Order and Agreement and Mutual Release between owners

6. Attestation

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

8433

LATITUDE 37°02' 30"

LONGITUDE 82° 17' 30"

8059

**TOTAL UNIT AREA
= 58.77 ACRES**

This well site is located on DMLR permit # 1101779

UNIT BOUNDARY

VC-536867

PP-3
(Spike Nail)

PP-1
(Spike Nail)

②

③

④

⑤

⑥

LAT. & LONG.
(NAD 27 DECIMAL DEGREES)
OF WELL VC-536867

37.019531
82.320549

CCC
COORDINATES OF
WELL VC-536867
S 29,279.38
E 18,343.34

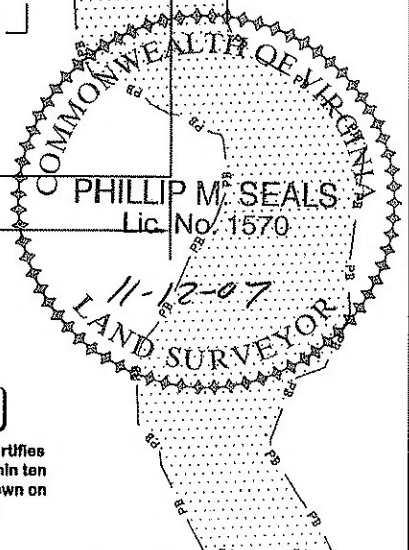
NOTE:

PROPERTY INFORMATION PROVIDED BY EQUITABLE PRODUCTION COMPANY.

ELEVATIONS WERE DETERMINED BY GPS & TRIGONOMETRIC METHODS BASED ON BENCH MARK P-424.

FINAL PLAT

The undersigned hereby certifies that the final location is within ten (10') feet of the location shown on the well plat dated 6-28-07.



WELL LOCATION PLAT

COMPANY EQUITABLE PRODUCTION CO. WELL NAME OR NUMBER VC-536867

TRACT NO. TL-223 QUADRANGLE Nora

DISTRICT Kenady

WELL COORDINATES (VIRGINIA STATE PLANE 27) N 272,398.03 E 884,878.82

ELEVATION 2163.53 METHOD USED TO DETERMINE ELEVATION: GPS & TRIG.

COUNTY Dickenson SCALE: 1" = 400' DATE 11-12-07

THIS PLAT IS A NEW PLAT AN UPDATED PLAT ; OR A FINAL LOCATION PLAT

⊕ 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.

952.56
Form DGO-GO-7
Rev. 1-98

LICENSED LAND SURVEYOR

(AFFIX SEAL)

EXHIBIT PL-1

Property Ownership Information for EPCO Well # VC-536867

①

LEASE NO. 244712L
B.H. LONG HEIRS TRACT
30.975 ACRES
B.H. LONG HEIRS-surface & gas (cbm)
LEASE NO. 241490L/ TL-223
STANDARD BANNER COAL CORP.- coal & oil (cbm)
5747.00 ACRES
WELLMORE ENERGY COMPANY.- coal lessee
GAS 1.19 AC. 2.02%

②

LEASE NO. 241490L/ TL-223
STANDARD BANNER COAL CORP. - coal & oil (cbm)
5747.00 ACRES
WELLMORE ENERGY COMPANY - coal lessee
UNLEASED
LAWERENCE TURNER HEIRS - surface & gas (cbm)
GAS 5.05 AC. 8.61%

③

LEASE NO. 241490L/ TL-223
STANDARD BANNER COAL CORP.- coal & oil (cbm)
5747.00 ACRES
WELLMORE ENERGY COMPANY.- coal lessee
LEASE NO. 244728
LAMBERT LAND, LLC.- gas (cbm)
GAS 14.88 AC. 25.32%

④

LEASE NO. 241490L/ TL-223
STANDARD BANNER COAL CORP.-
5747.00 ACRES
coal, oil, gas & cbm
WELLMORE ENERGY COMPANY - coal lessee
GAS 25.35 AC. 43.13%

⑤

UNLEASED
J.L. TURNER HEIRS- gas (cbm)
3.00 ACRES
LEASE NO. 241490L/ TL-223
STANDARD BANNER COAL CORP.-
5747.00 ACRES
coal, oil (cbm)
WELLMORE ENERGY COMPANY - coal lessee
GAS 3.00AC. 5.10%

⑥

LEASE NO. 906891
WAYNE & GENEVIE RINER- gas (cbm)
25.68 ACRES
LEASE NO. 241490L/ TL-223
STANDARD BANNER COAL CORP.-
5747.00 ACRES
coal, oil (cbm)
WELLMORE ENERGY COMPANY - coal lessee
GAS 9.30 AC. 15.82%

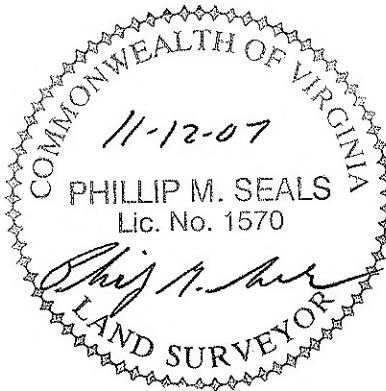


EXHIBIT "E"
VGOB 07/08/21-1989-04
VC-536867

<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>2</u>	Lawrence Turner Heirs Unknown & Unlocatable	Unleased	8.610000%	5.0500
TAX ID Minerals Only	Tract 2 Totals		8.610000%	5.0500
<u>5</u>	J.L. Turner heirs Unknown/Unlocatable	Unleased	5.100000%	3.0000
Minerals Only	Tract 5 Totals		5.100000%	3.0000
TOTAL GAS ESTATE			13.710000%	8.0500

EXHIBIT "EE"
VGOB 07/08/21-1989-04
VC-536867

<u>TRACT</u>	<u>LESSOR</u>	<u>LEASE STATUS</u>	<u>INTEREST WITHIN UNIT</u>	<u>GROSS ACREAGE IN UNIT</u>
<u>Disbursement -04</u>				
<u>1</u>	<u>B.H. Long Heirs</u>			
TAX ID	Joseph Long	Leased	1.010000%	0.5950
Minerals Only	274 Westover Drive Lebanon, VA 24266	244712		
	Dennie J. Long	Leased	0.336667%	0.1983
	29501 US Highway 58 Lebanon, VA 24266	244712		
	Judy B. Manuel	Leased	0.336667%	0.1983
	P.O. Box 314, 261 E Main St Lebanon, VA 24266	244712		
	Timothy Riley Long	Leased	0.336667%	0.1983
	25392 US Highway 58 Castlewood, VA 24224	244712		
Tract 1 Totals			2.020000%	1.1900
TOTAL DISBURSEMENT-04			2.020000%	1.1900

COAL ESTATE ONLY

<u>1</u>	Standard Banner Coal Corporation	Leased	2.020000%	1.190
TAX ID	29059 Rivermont Dr	906889		
5362	Meadowview, VA 24361	TL-223		
Tract 1 Totals			2.020000%	1.190

Exhibit J
VC-536867
VGOB 07/08/21-1989-04

<u>Payment Date</u>	<u>Amount</u>
4/10/2013	\$371.84
3/10/2008	\$743.77
4/8/2008	\$836.54
5/7/2008	\$1,043.62
6/9/2008	\$1,134.93
7/14/2008	\$1,397.82
8/7/2008	\$1,431.44
9/5/2008	\$1,679.82
10/10/2008	\$1,157.12
11/7/2008	\$1,007.99
12/9/2008	\$915.14
1/12/2009	\$734.05
4/10/2013	\$803.42
4/14/2010	\$669.97
4/9/2009	\$437.53
5/12/2009	\$426.39
6/8/2009	\$326.51
7/10/2009	\$266.80
8/12/2009	\$269.87
9/10/2009	\$289.66
10/12/2009	\$239.47
11/9/2009	\$182.02
12/9/2009	\$270.76
1/13/2010	\$317.42
2/10/2010	\$307.02
3/9/2010	\$443.27
4/14/2010	\$353.23
5/10/2010	\$341.40
6/8/2010	\$240.57
7/13/2010	\$290.67
8/10/2010	\$267.43
9/10/2010	\$313.17
10/11/2010	\$222.05
11/11/2010	\$139.60
12/9/2010	\$182.14
1/13/2011	\$132.27
2/11/2011	\$195.06
3/11/2011	\$196.95
4/12/2011	\$166.39
5/11/2011	\$165.38
6/11/2011	\$174.90
7/13/2011	\$173.31
8/10/2011	\$175.61
9/12/2011	\$167.61
10/12/2011	\$172.87
11/10/2011	\$146.14
12/9/2011	\$145.09
1/17/2012	\$132.24
2/10/2012	\$125.31
3/12/2012	\$102.12
4/13/2012	\$76.58
5/11/2012	\$77.25
6/12/2012	\$54.34
7/11/2012	\$54.89

Exhibit J
VC-536867
VGOB 07/08/21-1989-04

<u>Payment Date</u>	<u>Amount</u>
8/10/2012	\$69.23
9/12/2012	\$83.39
10/10/2012	\$80.06
11/9/2012	\$72.31
12/12/2012	\$92.11
1/10/2013	\$107.85
2/11/2013	\$118.45
3/13/2013	\$102.33
4/10/2013	\$85.71
5/10/2013	\$103.93
8/12/2013	\$43.36
8/12/2013	\$47.96
8/12/2013	\$46.52
9/13/2013	\$40.81
10/10/2013	\$36.73
11/13/2013	\$35.89
12/11/2013	\$37.06
1/10/2014	\$37.03
2/11/2014	\$43.02
3/12/2014	\$73.55
4/10/2014	\$66.87
5/14/2014	\$51.22
6/13/2014	\$40.43
7/9/2014	\$56.55
8/14/2014	\$52.00
9/30/2014	\$55.92
10/31/2014	\$47.43
11/28/2014	\$47.58
12/31/2014	\$49.57
1/30/2015	\$44.23
2/27/2015	\$51.73
3/31/2015	\$39.61
4/30/2015	\$34.53
5/31/2015	\$32.88
6/30/2015	\$26.84
7/31/2015	\$27.62
8/31/2015	\$29.41
9/30/2015	\$0.00
10/31/2015	\$0.00
11/30/2015	\$0.00
12/31/2015	\$0.00
1/31/2016	\$0.00
2/29/2016	\$0.00
3/31/2016	\$0.00
4/30/2016	\$0.00
5/31/2016	\$0.00
6/30/2016	\$0.00
7/31/2016	\$240.77
8/31/2016	\$17.46
9/30/2016	\$18.27
10/31/2016	\$30.89
11/30/2016	\$25.87
12/31/2016	\$29.07
1/31/2017	\$29.94
2/28/2017	\$0.00

**Exhibit J
VC-536867
VGOB 07/08/21-1989-04**

<u>Payment Date</u>	<u>Amount</u>
3/31/2017	\$0.00
4/30/2017	\$0.00
5/31/2017	\$0.00
6/30/2017	\$0.00
7/31/2017	\$0.00
8/31/2017	\$232.74
9/30/2017	\$30.33
10/31/2017	\$29.04
11/30/2017	\$29.42
12/31/2017	\$24.81
1/31/2018	\$27.92
2/28/2018	\$29.69
3/31/2018	\$33.58
4/30/2018	\$45.71
5/31/2018	\$40.86

TOTAL PAYMENTS \$25,716.85

Disb-01	(\$2,503.56)
Disb-01	(\$3,185.62)
Disb-02	(\$11,135.66)
Disb-03	<u>Withdrawn</u>

**TOTAL AFTER
DISBURSEMENTS** \$8,892.01

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>
VC536867	1989	Range Resources	\$9,037.65	\$40.86	\$13.18	(\$0.76)	\$9,120.63

TOTAL PAYMENTS \$8,892.01

Escrow Agent Summary May 2018 \$9,120.63

Difference \$228.62

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

\$9,120.63	Ending Market Value at Escrow Agent May 2018
<u>\$8,928.64</u>	Ending Market Value at Escrow Agent January 2018
\$191.99	Difference

Exact Pay

\$1,146.44	12.84% of Account through January 2018 Disburse Per Mutual Agreement
<u>\$7,782.20</u>	87.16% of Account through January 2018 Remains with Escrow Agent for Exhibit E Owners
\$8,928.64	Equals Ending Market Value at Escrow Agent January 2018 above

Percentage Pay

\$24.65	12.84% of Remainder of Account Feb 2018 - Current Disburse Per Mutual Agreement
<u>\$167.34</u>	87.16% of Remainder of Account Feb 2018 - Current Remains with Escrow Agent for Exhibit E Owners
\$191.99	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 26th 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 26th 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 24th day of this month February, 2018.

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

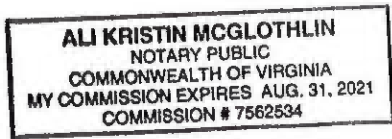
COMMONWEALTH OF VIRGINIA)
) to-wit:
 CITY/COUNTY OF Russell)

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 20th 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

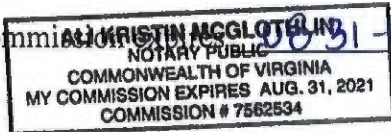
COMMONWEALTH OF VIRGINIA

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

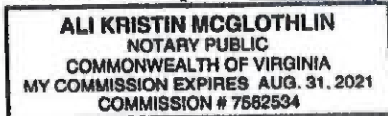
COMMONWEALTH OF VIRGINIA

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

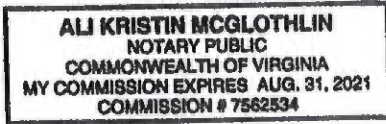
COMMONWEALTH OF VIRGINIA

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

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.



JOSEPH LONG (SEAL)



JUDY MANUEL (SEAL)



DENNY LONG (SEAL)



TIMMY R. LONG (SEAL)

STANDARD BANNER COAL CORPORATION (SEAL)

BY: _____
ITS PRESIDENT

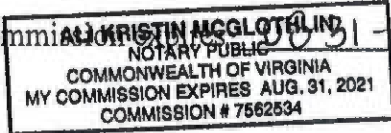
COMMONWEALTH OF VIRGINIA

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, t2018.

My Commission expires 08-31-2021



Ali McGlothlin
Notary Public

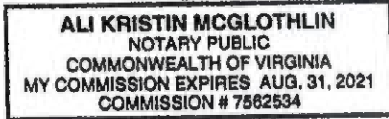
COMMONWEALTH OF VIRGINIA

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, t2018.

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, t2018.

My Commission expires 6.23.2021



Paula D. Klingenberg
Notary Public

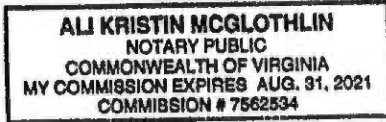
COMMONWEALTH OF VIRGINIA

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 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 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

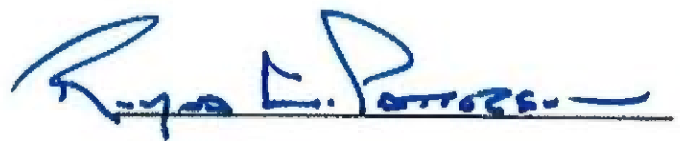
THIS DAY came the plaintiffs and counter defendants, Joseph Long, Judy Manuel, Denny Long and Timmy R. Jong, by counsel, and defendant and cross plaintiff, Standard Banner Coal Corporation, by counsel, and advised the Court that the civil action herein has been compromised and settled and moved for an 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 22nd 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