

**BEFORE THE VIRGINIA GAS AND OIL BOARD**

**APPLICANT: Keyrock Energy, LLC**

**DIVISION OF GAS AND OIL  
DOCKET NO: VGOB 22-1220-4254**

**RELIEF SOUGHT: Creation of sealed gob drilling unit and Pooling**

**LOCATION: See "Exhibit A"**

**HEARING DATE: 12-20-22**

**UNIT NUMBER: KY-1**

**IN DICKENSON COUNTY, VIRGINIA**

**APPLICATION**

- 1) **Parties:** Applicant is Keyrock Energy, LLC, 207 East Main Street, Suite 2-D, PO Box 2223, Johnson City, TN 37605. Respondents are listed on "Exhibit B", attached hereto and made a part hereof. Set forth in "Exhibit B" are the names and last-known addresses of each owner of record identified by the Applicant as having or claiming an interest in the coalbed methane gas underlying the drilling unit sought to be created and pooled herein. Each of the individuals named in "Exhibit B" if living, is made a party hereto. If any such individual is deceased, then the known and unknown heirs, executors, administrators, devisees, trustees and assigns, both immediate and remote, of any such deceased individual are made parties hereto. Each of the legal entities named in "Exhibit B", if such entity continues to have legal existence, is made a party hereto. If any such legal entity is dissolved, then the known and unknown successors, trustees, and assigns, both immediate and remote, of such entity are made parties hereto.
- 2) **Facts:**
  - a) Applicant owns or claims to own coalbed methane gas leases and claims the right thereunder to explore for, develop and produce coalbed methane gas from the Mined Out Jawbone Coal Seam (hereinafter "Subject Formation") in the Contura Deep Mine 41 in Dickenson County, Virginia (hereinafter "Subject Lands"), which Subject Lands are more particularly described in "Exhibit A" attached hereto and made a part hereof. The purpose of this endeavor is to combust the coalbed methane gas to generate carbon credits for marketing purposes. To further this purpose, Applicant has entered into a lease, which is attached to the applicant as "Exhibit N", with Enervest XIV-A Nora LLC, Enervest Energy Institutional Fund XIV-A1, LP, and Enervest IV-WIC Nora LLC, to develop and produce coalbed methane in the area shown on "Exhibit A". "Exhibit A" is a map certified by licensed professional engineer showing the size and shape of the drilling unit to be created and pooled, as well as Applicant's interest in the subject drilling unit. Applicant attests to the fact that it believes said map conforms to existing orders issued by the Board. The undersigned certifies that the matters set forth in this application, to the best of his knowledge, information and belief, are true and correct.
  - b) On "Exhibit A", "Exhibit B", the Tract Identification Page, and "Exhibit B-3", Applicant has shown 1) the percentage of ownership in the drilling unit of each acreage (tract) being pooled, 2) the status of ownership of each acreage (tract) being pooled (including a description of the interest of each owner or claimant as disclosed by the examination of record title), i.e. whether leased to Applicant, leased to another person or unleased, and 3) the approximate percentage of interest in the drilling unit to be escrowed, if any, under Va. Code 45.2-1620(D) for each unidentifiable owner or claimant of a conflicting interest, if any.
  - c) The Virginia Gas and Oil Board (hereinafter "Board") heretofore has established drilling units in the Nora Gas Field underlying and comprised of the Subject Lands pursuant to its Orders and those of the Virginia Oil and Gas Conservation Board. However, said Field Rules and orders specifically provide that they do not apply to production of coalbed methane gas from sealed gob areas which production is contemplated by this application. Annexed hereto as "Exhibit L" which is an Underground Mine Map.
  - d) It is estimated by applicant that the total amount of recoverable gas is 1,030 mmcf.

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- e) Applicant has proposed 1 well bore as shown on "Exhibit A" for production of coalbed methane from the sealed gob and "Subject Formation." The estimated costs for development contemplated by this Application are as set forth in "Exhibit C" attached hereto and made part hereof which are Applicant's Estimate of Allowable Costs.
  - f) Applicant has exercised diligence to locate each person owning or claiming an interest in coalbed methane gas in the subject drilling unit underlying the Subject Lands. It is necessary to prevent waste, to protect correlative rights and to ensure the safe and efficient development and production of gas and oil resources in the Commonwealth that the Board hear this matter and adjudicate the rights and equities as between Applicant and the herein named persons.
  - g) Simultaneously with filing of this application pursuant to Va. Code § 45.2-1618(A). Applicant is providing notice by certified mail, return receipt requested to each person named as a Respondent in the Notice of Hearing having or claiming an interest in the coalbed methane gas, underlying the Subject Lands pooled herein. Applicant hereby notifies Board that where the identity or location of any person is shown as "unknown" on "Exhibit B", then Applicant is unable to provide said person with written notice of the application herein by mail.
  - h) Applicant does not request the Board establish an escrow account pursuant to Va. Code Ann. § 45.2-1622(A), Board Rules, and prior Orders of the Board, into which the payment of costs or proceeds attributable to conflicting interests (to the extent they are subject to escrow) shall be deposited and held for the interests of the claimants.
- 3) **Legal Authority:** Va. Code § 45.2-1600, *et seq.* 4 VAC 25-160-10, *et seq.* and such other regulations promulgated pursuant to law.
- 4) **Relief Sought:** Applicant requests the Board issue an order providing as follows:
- a) Creating a sealed gob drilling unit consisting of 482.10 +/- acres for the drilling, development, and production of coalbed methane gas from the sealed gob and the Subject Formation, which drilling unit is further described and depicted in "Exhibit A" annexed hereto and which drilling unit is described as follows: BEGINNING at a point having Virginia State Plane NAD 83 coordinates of N: 3,575,414.94 and E: 10,353,879.49 feet; thence N 49°00'00"E 368.03 feet to a point ; thence N 76°43'51"E 211.19 feet to a point; thence N 49°02'37"E 2773.83 feet to a point; thence S 41°42'21"E 404.13 feet to a point; thence S 49°00'33"W 267.22 feet to a point; thence S 41°12'44" E 556.72 feet to a point; thence S 12°46'04"W 209.62 feet to a point; thence S 40°29'02"E 387.92 feet to a point; thence S 40°29'26"W 183.85 feet to a point; thence S 40°09'11"E 124.39 feet to a point; thence N 50°09'17"E 353.28 feet to a point; thence S 41°59'27"E 943.82 feet to a point; thence S 46°23'55"W 308.74 feet to a point; thence S 41°50'10"E 652.37 feet to a point; thence N 49°15'52"E 1333.16 feet to a point; thence S 42°17'55"E 405.03 feet to a point; thence S 48°01'10"W 1771.01 feet to a point; thence S 38°36'54"E 659.12 feet to a point; thence N 47°58'32"E 425.81 feet to a point; thence S 42°57'38"E 132.31 feet to a point; thence N 49°31'15"E 109.99 feet to a point; thence S 41°38'15"E 474.82 feet to a point; thence N 47°47'38"E 95.01 feet to a point; thence S 41°54'42"E 130.92 feet to a point; thence N 49°31'04"E 101.81 feet to a point; thence S 37°49'56"E 209.00 feet to a point; thence S 48°06'20"W 305.31 feet to a point; thence S 40°53'46"E 542.15 feet to a point; thence S 51°50'03"W 107.67 feet to a point; thence S 40°31'03"E 545.33 feet to a point; thence S 50°08'09"W 82.74 feet to a point; thence S 42°04'17"E 195.02 feet to a point; thence N 50°17'14"E 89.01 feet to a point; thence S 41°15'46"E 210.85 feet to a point; thence S 47°46'05"W 93.01 feet to a point; thence S 34°38'44"E 47.23 feet to a point; thence N 49°00'00"E 22.00 feet to a point; thence S 41°00'00"E 18.00 feet to a point; thence S 49°00'00"W 22.00 feet to a point; thence S 46°37'05"E 62.98 feet to a point; thence S 48°42'56"W 402.75 feet to a point; thence S 41°33'48"E 63.57 feet to a point; thence S 49°04'02"W 1559.22 feet to a point; thence S 48°17'08"E 367.44 feet to a point; thence S 35°38'12"E 140.33 feet to a point; thence S 17°38'04"E 226.97 feet to a point; thence S 49°03'04" W 605.80 feet to a point; thence N 40°32'04" W 7779.22 feet to the point of BEGINNING. Containing 482.10 acres more or less.
  - b) Pooling all the interests of the Respondents named in Exhibit B-3 herein, and their known and unknown heirs, executors, administrators, devisees, trustees, assigns and successors, both immediate and remote, for the drilling, development and production of coalbed methane gas from the subject drilling unit for the Subject Formation underlying and comprised of the Subject Lands.
  - c) Establishing the percentages for division of interest for production, revenue and costs for all Respondents in accordance with those percentages as are set forth at "Exhibit B".

- d) With respect to coalbed methane gas in subject drilling unit, applicant requests that the Board establish a procedure whereby each person named in Exhibit B-3 hereto, shall have the right to elect 1) to assign or lease his interest in the subject drilling unit to the designated operator, 2) to enter into a voluntary agreement with the designated operator to share in the operation (including the sharing in all reasonable costs of development of the unit) at a rate of payment mutually agreed to by the person making the election hereunder and the designated operator herein or 3) to share in the operation of the well(s) and costs of production as a nonparticipating operator on a carried basis after the proceeds allocable to such person's share equal the following:

In case of a leased tract, 300 percent of the share of such costs allocable to such person's interest; or

In the case of an unleased tract, 200 percent, of the share of such costs allocable to such person's interest, all as determined by the Board.

- e) Providing that any Respondent herein who does not make a timely written election under the terms of the Order to be entered herein shall be deemed to have leased or assigned his coalbed methane gas interests in the subject drilling unit to the Applicant herein at a rate to be established by the Board.
- f) Designating Keyrock Energy, LLC, as Unit Operator; providing that the operator shall have the right to drill, develop, produce, market and sell coalbed methane gas from the subject drilling unit and shall further have the right to generate and market carbon credits; granting the operator the right to market and sell the coalbed methane gas from the subject drilling unit which is attributable to the conflicting claims and interests pooled herein; providing that the operator shall have an operator's lien on the coalbed methane gas estate and rights owned or claimed by the persons named herein in the subject drilling unit; and granting the operator the right to drill at any legal or specially permitted location on subject drilling unit; and granting the operator the right to drill wells at any legal or specially permitted location on the subject drilling unit.
- g) Providing that the order to be entered herein shall expire two (2) years from the date of its issuance if operations have not commenced by said date; but further providing that if operations have commenced during said two year period, then said order shall remain in effect for so long as operations continue on the subject drilling unit. However, in the event an appeal is taken from the order issued, the time between the mailing of the notice of appeal and the final order of the Circuit Court shall be excluded in calculating the two year period referred to herein.
- h) With respect to separately owned tracts and separately owned interests in the drilling unit, joining all the interests within the drilling unit to produce coalbed methane gas so that each owner in the drilling unit will share in all production and costs regarding the drilling unit in the proportion that the acreage owned by each owner bears to the entire acreage in the unit.
- i) Granting such other relief as is merited by the evidence and is just and equitable, whether or not such relief has been specifically requested herein.

Dated: November 17, 2022

**Keyrock Energy, LLC**  
Applicant

By: 

Morgan Pate, Geologist  
Keyrock Energy, LLC  
207 East Main St., Suite 2-D  
PO Box 2223  
Johnson City, TN 37605

**BEFORE THE VIRGINIA GAS AND OIL BOARD**

**APPLICANT: Keyrock Energy, LLC**

**DIVISION OF GAS AND OIL  
DOCKET NO: VGOB 22-1220-4254**

**RELIEF SOUGHT: Creation of sealed gob drilling unit and Pooling**

**LOCATION: See "Exhibit A"  
UNIT NUMBER: KY-1  
IN DICKENSON COUNTY, VIRGINIA**

**HEARING DATE: 12-20-2022**

**HEARING DATE: December 20, 2022**

**PLACE: Virginia Dept. of Energy  
3405 Mountain Empire Rd.  
Big Stone Gap, VA 24219**

**TIME: 10:00 a.m.**

**NOTICE OF HEARING**

**COMMONWEALTH OF VIRGINIA:** To all persons owning or claiming an interest in oil and gas, coalbed methane gas, coal or other minerals and to all other persons who have or claim to have an interest in the coalbed methane underlying and within the Keyrock Energy, LLC Unit # KY-1 and the lands described on "Exhibit A" to the Application, which is attached to this Notice, in the Kenady District of Dickenson County, Virginia (hereinafter "Subject Lands") and adjacent lands, and in particular to the following persons, their known and unknown heirs, executors, administrators, devisees, assigns and successors, both immediate and remote: **See "Exhibit B"**

**NOTICE IS HEREBY GIVEN** that Applicant is requesting that the Virginia Gas and Oil Board (hereinafter "Board") issue an order creating a sealed gob unit and pooling all the rights, interests, and estates of the above named persons pursuant to Virginia Code Ann. § 45.2-1600, et seq., in regard to the drilling, development and production of coalbed methane gas from said drilling Unit #KY-1 containing approximately 482.10 acres, for the mined-out Jawbone Coal Seam (hereinafter "Subject Formation"). Applicant requests that the Board issue an order providing as follows:

- a) Creating a sealed gob drilling unit consisting 482.10 +/- acres for the drilling, development, and production of coalbed methane gas from the sealed gob and the Subject Formation, which drilling unit is further described and depicted in "Exhibit A" annexed hereto and which drilling unit is described as follows: BEGINNING at a point having Virginia State Plane NAD 83 coordinates of N: 3,575,414.94 and E: 10,353,879.49 feet; thence N 49°00'00"E 368.03 feet to a point ; thence N 76°43'51"E 211.19 feet to a point; thence N 49°02'37"E 2773.83 feet to a point; thence S 41°42'21"E 404.13 feet to a point; thence S 49°00'33"W 267.22 feet to a point; thence S 41°12'44" E 556.72 feet to a point; thence S 12°46'04"W 209.62 feet to a point; thence S 40°29'02"E 387.92 feet to a point; thence S 40°29'26"W 183.85 feet to a point; thence S 40°09'11"E 124.39 feet to a point; thence N 50°09'17"E 353.28 feet to a point; thence S 41°59'27"E 943.82 feet to a point; thence S 46°23'55"W 308.74 feet to a point; thence S 41°50'10"E 652.37 feet to a point; thence N 49°15'52"E 1333.16 feet to a point; thence S 42°17'55"E 405.03 feet to a point; thence S 48°01'10"W 1771.01 feet to a point; thence S 38°36'54"E 659.12 feet to a point; thence N 47°58'32"E 425.81 feet to a point; thence S 42°57'38"E 132.31 feet to a point; thence N 49°31'15"E 109.99 feet to a point; thence S 41°38'15"E 474.82 feet to a point; thence N 47°47'38"E 95.01 feet to a point; thence S 41°54'42"E 130.92 feet to a point; thence N 49°31'04"E 101.81 feet to a point; thence S 37°49'56"E 209.00 feet to a point; thence S 48°06'20"W 305.31 feet to a point; thence S 40°53'46"E 542.15 feet to a point; thence S 51°50'03"W 107.67 feet to a point; thence S 40°31'03"E 545.33 feet to a point; thence S 50°08'09"W 82.74 feet to a point; thence S 42°04'17"E 195.02 feet to a point; thence N 50°17'14"E 89.01 feet to a point; thence

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- b) Pooling all the interests of the Respondents named in Exhibit B-3 herein, and their known and unknown heirs, executors, administrators, devisees, trustees, assigns and successors, both immediate and remote, for the drilling, development and production of coalbed methane gas from the subject drilling unit for the Subject Formation underlying and comprised of the Subject Lands;
- c) Establishing the percentages for division of interest for production, revenue and costs for all Respondents in accordance with those percentages as are set forth at "Exhibit B".
- d) With respect to coalbed methane gas in subject drilling unit, applicant requests that the Board establish a procedure whereby each person named in Exhibit B-3 hereto, shall have the right to elect 1) to assign or lease his interest in the subject drilling unit to the designated operator, 2) to enter into a voluntary agreement with the designated operator to share in the operation (including the sharing in all reasonable costs of development of the unit) at a rate of payment mutually agreed to by the person making the election hereunder and the designated operator herein or 3) to share in the operation of the well(s) and costs of production as a nonparticipating operator on a carried basis after the proceeds allocable to such person's share equal the following:

In case of a leased tract, 300 percent of the share of such costs allocable to such person's interest; or

In the case of an unleased tract, 200 percent, of the share of such costs allocable to such person's interest, all as determined by the Board.

- e) Providing that any Respondent in "Exhibit B-3" herein who does not make a timely written election under the terms of the Order to be entered herein shall be deemed to have leased or assigned his coalbed methane gas interests in the subject drilling unit to the Applicant herein at a rate to be established by the Board.
- f) Designating Keyrock Energy, LLC, as Unit Operator; providing that the operator shall have the right to drill, develop, produce, market and sell coalbed methane gas from the subject drilling unit; and shall further have the right to generate and market carbon credits; granting the operator the right to market and sell the coalbed methane gas from the subject drilling unit which is attributable to the conflicting claims and interests pooled herein; providing that the operator shall have an operator's lien on the coalbed methane gas estate and rights owned or claimed by the persons named herein in the subject drilling unit; and granting the operator the right to drill at any legal or specially permitted location on subject drilling unit; and granting the operator the right to drill wells at any legal or specially permitted location on the subject drilling unit.
- g) Making any necessary provisions for the escrow of funds pursuant to Va. Code Ann. §§ 45.1-361.21 and 45.1-361.22
- h) Providing that the order to be entered herein shall expire two (2) years from the date of its issuance if operations have not commenced by said date; but further providing that if operations have commenced during said two year period, then said order shall remain in effect for so long as operations continue on the subject drilling unit. However, in the event an appeal is taken from the order issued, the time between the mailing of the notice of appeal and the final order of the Circuit Court shall be excluded in calculating the two year period referred to herein.
- i) With respect to separately owned tracts and separately owned interests in the drilling unit, joining all the interests within the drilling unit for the production of coalbed methane gas so that each owner in the drilling

unit will share in all production and costs regarding the drilling unit in the proportion that the acreage owned by each owner bears to the entire acreage in the unit.


- j) Providing that operations under and in accordance with this order shall be regarded and considered as development, operation and production upon all lands included within the subject drilling unit. Production from any well(s) drilled on, operated, or produced from any part of the drilling unit, no matter where located, shall for all purposes be regarded as production from each separately-owned tract within the subject drilling unit. The portion of production produced from and attributed to the drilling unit and any separately owned tract therein, shall be deemed for all purposes to have been actually produced from such drilling unit and tract, and development, exploration or production operations with respect to any portion of the drilling unit shall be deemed for all purposes to be the conduct of such operations for the production of gas from each separately owned tract in said unit.
- k) The Respondents listed in "Exhibit D" are lessors of Applicant. They are joined as Respondents hereto only with regard to the creation of the sealed gob drilling unit described in "Exhibit A". Their joinder as Respondents is necessary because the leases in question do not contemplate a drilling unit of the size requested herein. This Application does not seek to pool leased interests in the unit on a compulsory basis, said interests are to be voluntarily pooled in the unit to be created herein. Therefore, any order entered herein need not afford leased parties, the Respondents identified at "Exhibit D", election options.
- l) Amending all prior Board Pooling Orders entered with regard to those units located within the subject drilling unit to provide that the terms of the Order to be entered herein shall govern and control the allocation of production, revenue and costs for all purposes on and after midnight of the day on which the construction of the seals to isolate the mine works shown on Exhibit AA and within the Subject Drilling Unit is completed.
- m) Granting such other relief as is merited by the evidence and is just and equitable, whether or not such relief has been specifically requested herein.

**NOTICE IS FURTHER GIVEN** that this cause has been set for hearing and the taking of evidence before the Board at 10:00 AM, on December 20, 2022, at the offices of the Virginia Department of Energy at 3405 Mountain Empire Road, Big Stone Gap, VA 24219, and that notice will be published as required by law and the rules of the Board.

**NOTICE IS FURTHER GIVEN** that you may attend this hearing, with or without an attorney, and offer evidence or state any comments you have. For further information or a copy of the application and exhibits, either contact the Virginia Gas and Oil Board, State Oil and Gas Inspector, Department of Mines, Minerals and Energy, Division of Gas and Oil, P. O. Box 159, Lebanon, Virginia 24266, 276/415-9650 or the Applicant at the address shown below.

Dated: November 18, 2022

**Keyrock Energy, LLC**  
Applicant

By:   
Morgan Pate, Geologist  
Keyrock Energy, LLC  
207 East Main St., Suite 2-D  
PO Box 2223  
Johnson City, TN 37605

# EXHIBIT A

6,923'

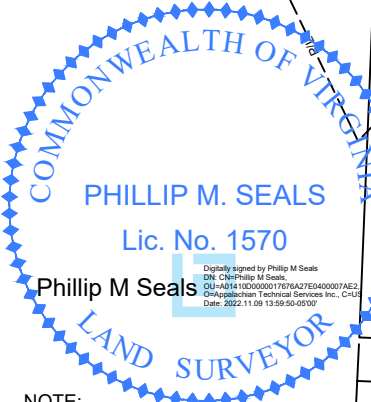
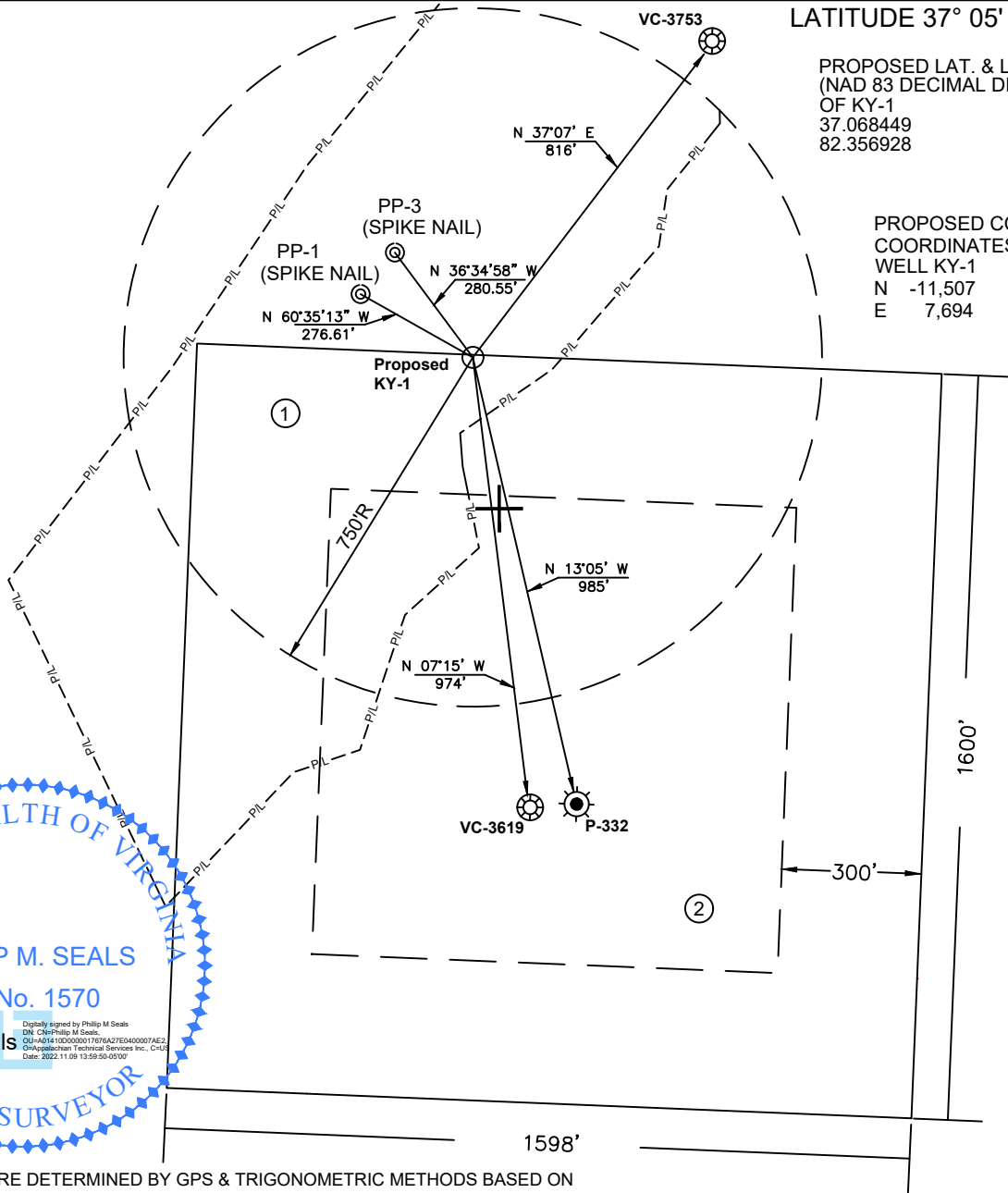
LATITUDE 37° 05' 00"

NOTE: THE BASIS OF THE BEARINGS SHOWN HEREON IS THE VIRGINIA STATE PLANE SOUTH ZONE, GRID MERIDIAN NAD 83

PROPOSED LAT. & LONG. (NAD 83 DECIMAL DEGREES) OF KY-1  
 37.068449  
 82.356928

PROPOSED CCC COORDINATES OF WELL KY-1  
 N -11,507  
 E 7,694

LONGITUDE 82° 20' 00"  
 5,460'



**NOTE:**

ELEVATIONS WERE DETERMINED BY GPS & TRIGONOMETRIC METHODS BASED ON CORS STATION VABG.  
 THE BOUNDARY LINES SHOWN HEREON ARE BASED ON DEEDS, PLATS, AND MAPS OF RECORD OR SURVEYS BY OTHERS, AND DO NOT DEPICT A CURRENT BOUNDARY SURVEY.  
 PROPERTY INFORMATION PROVIDED BY KEYROCK ENERGY LLC  
 THE WELL WILL BE DRILLED WITHIN 10 (TEN) FEET OF THE PERMITTED COORDINATES.  
 THE POSITIONS OF EXISTING OFFSET WELLS WERE TAKEN FROM PLATS IN DGO FILES.

TOTAL UNIT AREA = 58.79 ACRES

## WELL LOCATION PLAT (Nora Grid BH-42)

COMPANY Keyrock Energy LLC WELL NAME OR NUMBER KY-1  
 TRACT NO. LEASE NO 243344L QUADRANGLE NORA  
 DISTRICT Kenady  
 WELL COORDINATES (VIRGINIA STATE PLANE 83) N 3,571,464.23 E 10,357,938.05  
 ELEVATION 2,199.65 METHOD USED TO DETERMINE ELEVATION: GPS & TRIG.  
 COUNTY Dickenson SCALE: 1" = 400' DATE 9-20-2022  
 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.

1892.01  
 Form DGO-GO-7  
 Rev. 1-98

*Phillip M. Seals*  
 \_\_\_\_\_  
 LICENSED LAND SURVEYOR

(AFFIX SEAL)

EXHIBIT PL-1

Property Ownership Information for Well # KY 1  
9-20-2022

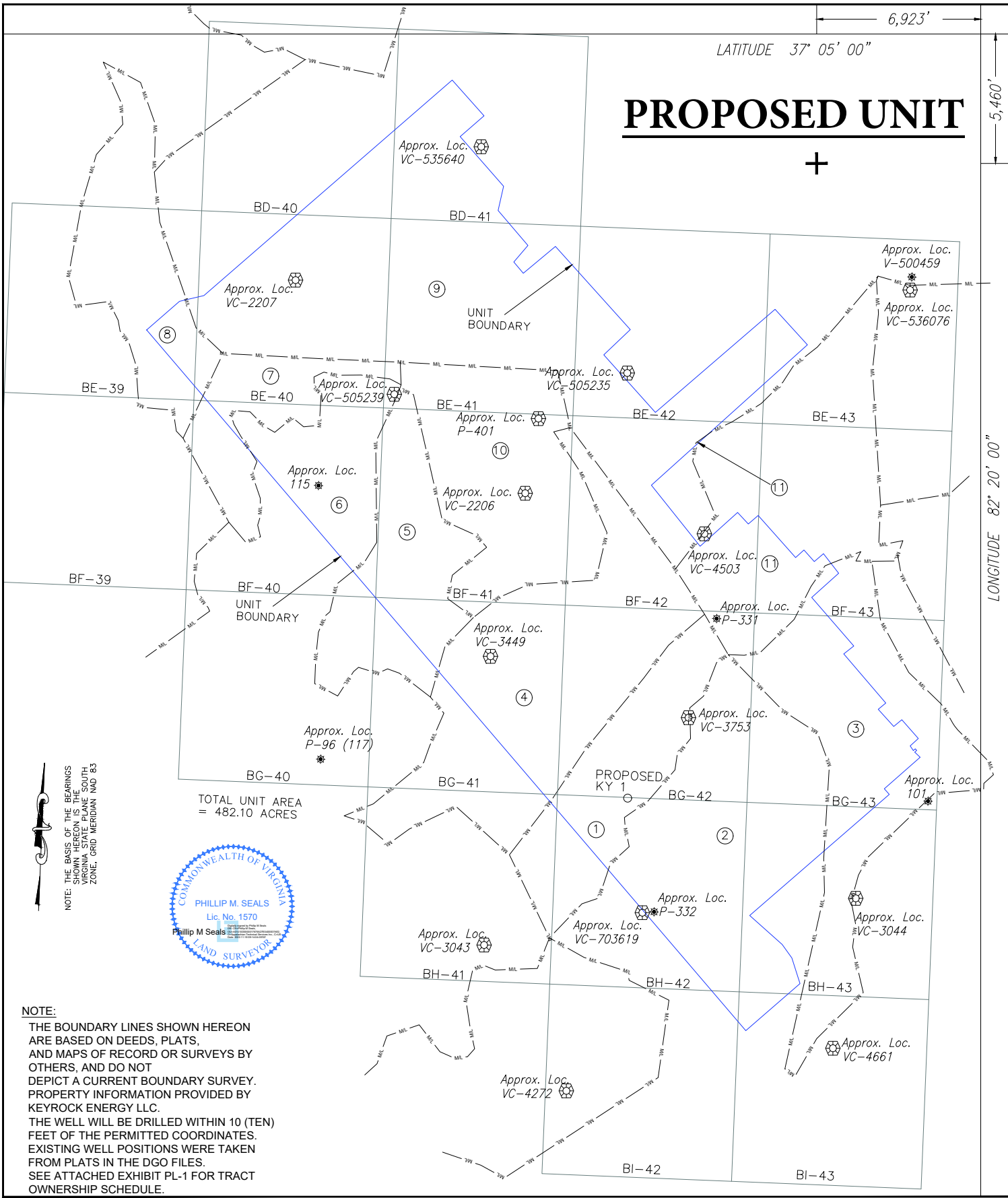
①

TRACT IDENTIFICATION

TRACT NO. T2-121  
John Elklor tr.  
36.50 ACRES  
CF HIGHLANDS LLC -Surface  
ACIN LLC - coal  
PARAMONT CONTURA, LLC - coal lessee  
WBRD LLC - coal  
DICKENSON-RUSSELL CONTURA, LLC- coal lessee  
ENERVEST XIV-A NORA LLC  
ENERVEST ENERGY INSTITUTIONAL FUND XIV-1A, L.P. &  
ENERVEST XIV-WIC NORA LLC  
oil, gas (cbm)  
GAS 11.93 AC. 20.29 %

②

TRACT NO. T-47  
W. T. GOODLOE  
666.33 ACRES  
ACIN LLC - coal  
PARAMONT CONTURA, LLC - coal lessee  
WBRD LLC - coal  
DICKENSON-RUSSELL CONTURA, LLC- coal lessee  
ENERVEST XIV-A NORA LLC  
ENERVEST ENERGY INSTITUTIONAL FUND XIV-1A, L.P. &  
ENERVEST XIV-WIC NORA LLC  
oil, gas (cbm)  
GAS 46.86 AC. 79.71 %



NOTE: THE BASIS OF THE BEARINGS SHOWN HEREON IS THE VIRGINIA STATE PLANE SOUTH ZONE, GRID MERIDIAN NAD 83



**NOTE:**  
 THE BOUNDARY LINES SHOWN HEREON ARE BASED ON DEEDS, PLATS, AND MAPS OF RECORD OR SURVEYS BY OTHERS, AND DO NOT DEPICT A CURRENT BOUNDARY SURVEY. PROPERTY INFORMATION PROVIDED BY KEYROCK ENERGY LLC.  
 THE WELL WILL BE DRILLED WITHIN 10 (TEN) FEET OF THE PERMITTED COORDINATES. EXISTING WELL POSITIONS WERE TAKEN FROM PLATS IN THE DGO FILES. SEE ATTACHED EXHIBIT PL-1 FOR TRACT OWNERSHIP SCHEDULE.

**WELL LOCATION PLAT (Nora Grid N/A) DGO FILE NO.: Unknown At This Time**

COMPANY Keyrock Energy LLC WELL NAME OR NUMBER KY-1  
 TRACT NO. LEASE NO. 243344L QUADRANGLE Nora  
 DISTRICT Kenady  
 WELL COORDINATES (VIRGINIA STATE PLANE 83) N 3,571,464.23 E 10,357,938.05  
 ELEVATION 2,199.65 METHOD USED TO DETERMINE ELEVATION: GPS & TRIG.  
 COUNTY Dickenson SCALE: 1" = 500' DATE 11-17-2022  
 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.

EXHIBIT PL-1 (1 of 3)

Property Ownership Information for Keyrock 1  
11-17-2022

①

TRACT IDENTIFICATION

T2-121  
John Elklor tr.  
36.50 ACRES  
C. F. Highlands - Surface  
ACIN LLC - coal  
PARAMONT CONTURA, LLC - coal lessee  
WBRD LLC - coal  
DICKENSON-RUSSELL CONTURA, LLC- coal lessee  
ENERVEST XIV-A NORA LLC  
ENERVEST ENERGY INSTITUTIONAL FUND XIV-1A, L.P. &  
ENERVEST XIV-WIC NORA LLC  
oil, gas & cbm  
  
KEYROCK ENERGY - cbm lessee  
  
GAS 27.76 AC. 5.76%

②

T-47  
W. T. GOODLOE  
666.33 ACRES  
ACIN LLC - coal  
PARAMONT CONTURA, LLC - coal lessee  
WBRD LLC - coal  
DICKENSON-RUSSELL CONTURA, LLC- coal lessee  
ENERVEST XIV-A NORA LLC  
ENERVEST ENERGY INSTITUTIONAL FUND XIV-1A, L.P. &  
ENERVEST XIV-WIC NORA LLC  
oil, gas & cbm  
  
KEYROCK ENERGY - cbm lessee  
  
GAS 73.93 AC. 15.34%

③

T-181  
F. P. SMITH TR.  
83.45 ACRES  
ACIN LLC - coal  
PARAMONT CONTURA, LLC - coal lessee  
WBRD LLC - coal  
DICKENSON-RUSSELL CONTURA, LLC- coal lessee  
ENERVEST XIV-A NORA LLC  
ENERVEST ENERGY INSTITUTIONAL FUND XIV-1A, L.P. &  
ENERVEST XIV-WIC NORA LLC  
oil, gas & cbm  
  
KEYROCK ENERGY- cbm lessee  
  
GAS 29.98 AC. 6.22%

④

T2-120  
ROLAND COUNTS  
87.86 ACRES  
ACIN LLC - coal  
PARAMONT CONTURA, LLC - coal lessee  
WBRD LLC - coal  
DICKENSON-RUSSELL CONTURA, LLC- coal lessee  
ENERVEST XIV-A NORA LLC  
ENERVEST ENERGY INSTITUTIONAL FUND XIV-1A, L.P. &  
ENERVEST XIV-WIC NORA LLC  
oil, gas & cbm  
  
KEYROCK ENERGY - cbm lessee  
  
GAS 62.65 AC. 13.00%

EXHIBIT PL-1 (2 of 3)  
Property Ownership Information for Keyrock 1  
11-17-2022

⑤

HEIRS OF MILDRED J. PATTON & HARRY T. MULLINS  
surface, oil, & gas  
ACIN LLC - coal  
PARAMONT CONTURA, LLC - coal lessee  
WBRD LLC - coal  
DICKENSON-RUSSELL CONTURA, LLC- coal lessee  
ENERVEST XIV-A NORA LLC  
ENERVEST ENERGY INSTITUTIONAL FUND XIV-1A, L.P. &  
ENERVEST XIV-WIC NORA LLC  
oil, gas & cbm lessee

GAS 27.49 AC. 5.70%

⑥

HEIRS OF ALBERT C. ADKINS & A.J. MCKINNEY -gas  
ACIN LLC - coal  
PARAMONT CONTURA, LLC - coal lessee  
WBRD LLC - coal  
DICKENSON-RUSSELL CONTURA, LLC- coal lessee  
ENERVEST XIV-A NORA LLC  
ENERVEST ENERGY INSTITUTIONAL FUND XIV-1A, L.P. &  
ENERVEST XIV-WIC NORA LLC  
oil, gas & cbm lessee

GAS 26.53 AC. 5.50%

⑦

T2-231  
S. A. SMITH  
22.02 ACRES  
ACIN LLC - coal  
PARAMONT CONTURA, LLC - coal lessee  
WBRD LLC - coal  
DICKENSON-RUSSELL CONTURA, LLC- coal lessee  
ENERVEST XIV-A NORA LLC  
ENERVEST ENERGY INSTITUTIONAL FUND XIV-1A, L.P. &  
ENERVEST XIV-WIC NORA LLC  
oil, gas & cbm

KEYROCK ENERGY - cbm lessee  
GAS 13.61 AC. 2.82%

⑧

T-44  
D. L. FRENCH  
47.79 ACRES  
ACIN LLC - coal  
PARAMONT CONTURA, LLC - coal lessee  
WBRD LLC - coal  
DICKENSON-RUSSELL CONTURA, LLC- coal lessee  
ENERVEST XIV-A NORA LLC  
ENERVEST ENERGY INSTITUTIONAL FUND XIV-1A, L.P. &  
ENERVEST XIV-WIC NORA LLC  
oil, gas & cbm

KEYROCK ENERGY - cbm lessee  
GAS 5.38 AC. 1.12%

EXHIBIT PL-1 (3 of 3)

Property Ownership Information for Keyrock 1  
11-17-2022

⑨

T39  
SIMPSON DYER'S HEIRS  
1354.00 ACRES  
ACIN LLC - coal  
PARAMONT CONTURA, LLC - coal lessee  
WBRD LLC - coal  
DICKENSON-RUSSELL CONTURA, LLC- coal lessee  
ENERVEST XIV-A NORA LLC  
ENERVEST ENERGY INSTITUTIONAL FUND XIV-1A, L.P. &  
ENERVEST XIV-WIC NORA LLC  
oil, gas & cbm  
  
KEYROCK ENERGY - cbm lessee  
  
GAS 140.59 AC. 29.16%

⑩

T-183  
D.W.V. SMITH  
53.19 ACRES  
ACIN LLC - coal  
PARAMONT CONTURA, LLC - coal lessee  
WBRD LLC - coal  
DICKENSON-RUSSELL CONTURA, LLC- coal lessee  
ENERVEST XIV-A NORA LLC  
ENERVEST ENERGY INSTITUTIONAL FUND XIV-1A, L.P. &  
ENERVEST XIV-WIC NORA LLC  
oil, gas & cbm  
  
KEYROCK ENERGY - cbm lessee  
  
GAS 53.87 AC. 11.17%

⑪

T2-122  
J.C. RASNICK  
64.65 ACRES  
ACIN LLC - coal  
PARAMONT CONTURA, LLC - coal lessee  
WBRD LLC - coal  
DICKENSON-RUSSELL CONTURA, LLC- coal lessee  
ENERVEST XIV-A NORA LLC  
ENERVEST ENERGY INSTITUTIONAL FUND XIV-1A, L.P. &  
ENERVEST XIV-WIC NORA LLC  
oil, gas & cbm  
  
KEYROCK ENERGY - cbm lessee  
  
GAS 20.31 AC. 4.21%

**Exhibit B  
Unit # 1  
VGOB Docket # 22-1220-4254  
List of Owners in a Sealed Gob  
(482.10 Acre Unit)**

	<b>Acres in Unit</b>	<b>Interest in Unit</b>
<b><u>Tract One - #T2-121; John Elklor tr. (36.50 Acres)</u></b>		
(1) CF Highlands LLC – Surface C T Corporation System 4701 Cox Rd. Ste 285 Glen Allen, VA 23060		
(2) ACIN LLC – Coal Capitol Corporate Services, Inc. 10 South Jefferson St. Ste 1400 Roanoke, VA 24011		
(3) Paramount Contura, LLC - Coal Lessee Corporation Service Company 100 Shockoe Slip FL 2 Richmond, VA, 23219-4100		
(4) WBRD LLC - Coal Capitol Corporate Services, Inc. 10 South Jefferson St Ste. 1400 Roanoke, VA 24011		
(5) Dickenson-Russell Contura, LLC - Coal Lessee Corporation Service Company 100 Shockoe Slip FL 2 Richmond, VA, 23219-4100		
(6) ENERVEST XIV-A NORA LLC ENERVEST ENERGY INSTITUTIONAL FUND XIV-1A, L.P. ENERVEST XIV-WIC NORA LLC - Oil, Gas & CBM - Capitol Corporate Services, Inc. 10 South Jefferson St. Ste 1400 Roanoke, VA, 24011	<b>27.76 acres</b>	<b>5.76%</b>
(7) Keyrock Energy - CBM Lessee Corporate Creations Network Inc. 425 W Washington St. Ste 4 Suffolk, VA, 23434 - 5320		

**Exhibit B  
Unit # 1  
VGOB Docket # 22-1220-4254  
List of Owners in a Sealed Gob  
(482.10 Acre Unit)**

	<b>Acres in Unit</b>	<b>Interest in Unit</b>
<b><u>Tract Two - #T-47; W. T. Goodloe (666.33 Acres)</u></b>		
(1) ACIN LLC – Coal Capitol Corporate Services, Inc. 10 South Jefferson St. Ste 1400 Roanoke, VA 24011		
(2) Paramount Contura, LLC - Coal Lessee Corporation Service Company 100 Shockoe Slip FL 2 Richmond, VA, 23219-4100		
(3) WBRD LLC - Coal Capitol Corporate Services, Inc. 10 South Jefferson St Ste. 1400 Roanoke, VA 24011		
(4) Dickenson-Russell Contura, LLC - Coal Lessee Corporation Service Company 100 Shockoe Slip FL 2 Richmond, VA 23219-4100		
(5) ENERVEST XIV-A NORA LLC ENERVEST ENERGY INSTITUTIONAL FUND XIV-1A, L.P. ENERVEST XIV-WIC NORA LLC - Oil, Gas & CBM - Capitol Corporate Services, Inc. 10 South Jefferson St. Ste 1400 Roanoke, VA, 24011	<b>73.93 acres</b>	<b>15.34%</b>
(6) Keyrock Energy - CBM Lessee Corporate Creations Network Inc. 425 W Washington St. Ste 4 Suffolk, VA, 23434 - 5320		

**Exhibit B  
Unit # 1  
VGOB Docket # 22-1220-4254  
List of Owners in a Sealed Gob  
(482.10 Acre Unit)**

	<b>Acres in Unit</b>	<b>Interest in Unit</b>
<b><u>Tract Three - #T-181; F. P. Smith TR. (83.45 Acres)</u></b>		
(1) ACIN LLC – Coal Capitol Corporate Services, Inc. 10 South Jefferson St. Ste 1400 Roanoke, VA 24011		
(2) Paramount Contura, LLC - Coal Lessee Corporation Service Company 100 Shockoe Slip FL 2 Richmond, VA, 23219-4100		
(3) WBRD LLC - Coal Capitol Corporate Services, Inc. 10 South Jefferson St Ste. 1400 Roanoke, VA 24011		
(4) Dickenson-Russell Contura, LLC - Coal Lessee Corporation Service Company 100 Shockoe Slip FL 2 Richmond, VA 23219-4100		
(5) ENERVEST XIV-A NORA LLC ENERVEST ENERGY INSTITUTIONAL FUND XIV-1A, L.P. ENERVEST XIV-WIC NORA LLC - Oil, Gas & CBM - Capitol Corporate Services, Inc. 10 South Jefferson St. Ste 1400 Roanoke, VA, 24011	<b>29.98 acres</b>	<b>6.22%</b>
(6) Keyrock Energy - CBM Lessee Corporate Creations Network Inc. 425 W Washington St. Ste 4 Suffolk, VA, 23434 – 5320		

**Exhibit B  
Unit # 1  
VGOB Docket # 22-1220-4254  
List of Owners in a Sealed Gob  
(482.10 Acre Unit)**

	<b>Acres in Unit</b>	<b>Interest in Unit</b>
<b><u>Tract Four - #T2-120; Roland Counts (87.86 Acres)</u></b>		
(1) ACIN LLC – Coal Capitol Corporate Services, Inc. 10 South Jefferson St. Ste 1400 Roanoke, VA 24011		
(2) Paramount Contura, LLC - Coal Lessee Corporation Service Company 100 Shockoe Slip FL 2 Richmond, VA, 23219-4100		
(3) WBRD LLC - Coal Capitol Corporate Services, Inc. 10 South Jefferson St Ste. 1400 Roanoke, VA 24011		
(4) Dickenson-Russell Contura, LLC - Coal Lessee Corporation Service Company 100 Shockoe Slip FL 2 Richmond, VA 23219-4100		
(5) ENERVEST XIV-A NORA LLC ENERVEST ENERGY INSTITUTIONAL FUND XIV-1A, L.P. ENERVEST XIV-WIC NORA LLC - Oil, Gas & CBM - Capitol Corporate Services, Inc. 10 South Jefferson St. Ste 1400 Roanoke, VA, 24011	<b>62.65 acres</b>	<b>13.00%</b>
(6) Keyrock Energy - CBM Lessee Corporate Creations Network Inc. 425 W Washington St. Ste 4 Suffolk, VA, 23434 – 5320		

**Exhibit B  
Unit # 1  
VGOB Docket # 22-1220-4254  
List of Owners in a Sealed Gob  
(482.10 Acre Unit)**

	<b>Acres in Unit</b>	<b>Interest in Unit</b>
<b><u>Tract Five</u></b>		
Heirs of Mildred J. Patton & Harry T. Mullins - Surface, Oil & Gas: <b>27.49 acres</b>		
(1) Pamela Mullins 65 Viers Court Lebanon, VA 24266		<b>1.425%</b>
Myrna Lynn Taylor 1551 Big Moccasin Rd Nickelsville, VA 24271		<b>1.425%</b>
Lucien James Patton 119 Burns Ave Apt 2 Lebanon, VA 24266		<b>1.425%</b>
Caleb Andrew Patton 119 Burns Ave Apt 2 Lebanon, VA 24266		<b>1.425%</b>
(2) ACIN LLC – Coal Capitol Corporate Services, Inc. 10 South Jefferson St. Ste 1400 Roanoke, VA 24011		
(3) Paramount Contura, LLC - Coal Lessee Corporation Service Company 100 Shockoe Slip FL 2 Richmond, VA, 23219-4100		
(4) WBRD LLC - Coal Capitol Corporate Services, Inc. 10 South Jefferson St Ste. 1400 Roanoke, VA 24011		
(5) Dickenson-Russell Contura, LLC - Coal Lessee Corporation Service Company 100 Shockoe Slip FL 2 Richmond, VA 23219-4100		

**Exhibit B  
Unit # 1  
VGOB Docket # 22-1220-4254  
List of Owners in a Sealed Gob  
(482.10 Acre Unit)**

	<b>Acres in Unit</b>	<b>Interest in Unit</b>
(6) ENERVEST XIV-A NORA LLC ENERVEST ENERGY INSTITUTIONAL FUND XIV-1A, L.P. ENERVEST XIV-WIC NORA LLC - Oil, Gas & CBM Lessee Capitol Corporate Services, Inc. 10 South Jefferson St. Ste 1400 Roanoke, VA, 24011	<b>27.49 acres</b>	<b>5.70%</b>

**Exhibit B  
Unit # 1  
VGOB Docket # 22-1220-4254  
List of Owners in a Sealed Gob  
(482.10 Acre Unit)**

	<b>Acres in Unit</b>	<b>Interest in Unit</b>
<b><u>Tract Six</u></b>		
Heirs of Albert C. Adkins & A.J. McKinney - Gas:	<b>26.53 acres</b>	
(1) Rachel Mae Adkins 377 Crooked Branch Rd Castlewood, VA 24224		<b>1.375%</b>
Melissa Ann Adkins PO Box 2 Clintwood, VA 24228		<b>0.275%</b>
Sarah Elizabeth Adkins 190 Wheeler Avenue Collinsville, VA 24078		<b>0.275%</b>
Nicholas Allen Adkins 803 Highland Avenue NW Norton, VA 24273		<b>0.275%</b>
Eva Faith Adkins 190 Wheeler Avenue Collinsville, VA 24078		<b>0.275%</b>
Cassandra E. Bolling 12262 Gary Powers Road Pound, VA 24279		<b>0.1375%</b>
Yates Chapel Church Bolling 5313 D C Caney Ridge Road Coeburn, VA 24230		<b>0.1375%</b>
Alma McKinney 3700 SE Jennings Rd # 240W Port Saint Lucie, FL 34952		<b>2.75%</b>
(2) ACIN LLC – Coal Capitol Corporate Services, Inc. 10 South Jefferson St. Ste 1400 Roanoke, VA 24011		
(3) Paramount Contura, LLC - Coal Lessee Corporation Service Company 100 Shockoe Slip FL 2 Richmond, VA, 23219-4100		
(4) WBRD LLC - Coal		

**Exhibit B  
Unit # 1  
VGOB Docket # 22-1220-4254  
List of Owners in a Sealed Gob  
(482.10 Acre Unit)**

	<b>Acres in Unit</b>	<b>Interest in Unit</b>
Capitol Corporate Services, Inc. 10 South Jefferson St Ste. 1400 Roanoke, VA 24011		
(5) Dickenson-Russell Contura, LLC - Coal Lessee Corporation Service Company 100 Shockoe Slip FL 2 Richmond, VA 23219-4100		
(6) ENERVEST XIV-A NORA LLC ENERVEST ENERGY INSTITUTIONAL FUND XIV-1A, L.P. ENERVEST XIV-WIC NORA LLC - Oil, Gas & CBM Lessee- Capitol Corporate Services, Inc. 10 South Jefferson St. Ste 1400 Roanoke, VA, 24011	<b>26.53 acres</b>	<b>5.50%</b>

**Exhibit B  
Unit # 1  
VGOB Docket # 22-1220-4254  
List of Owners in a Sealed Gob  
(482.10 Acre Unit)**

	<b>Acres in Unit</b>	<b>Interest in Unit</b>
<b><u>Tract Seven - #T-231; S. A. Smith (22.02 Acres)</u></b>		
(1) ACIN LLC – Coal Capitol Corporate Services, Inc. 10 South Jefferson St. Ste 1400 Roanoke, VA 24011		
(2) Paramount Contura, LLC - Coal Lessee Corporation Service Company 100 Shockoe Slip FL 2 Richmond, VA, 23219-4100		
(3) WBRD LLC - Coal Capitol Corporate Services, Inc. 10 South Jefferson St Ste. 1400 Roanoke, VA 24011		
(4) Dickenson-Russell Contura, LLC - Coal Lessee Corporation Service Company 100 Shockoe Slip FL 2 Richmond, VA 23219-4100		
(5) ENERVEST XIV-A NORA LLC ENERVEST ENERGY INSTITUTIONAL FUND XIV-1A, L.P. ENERVEST XIV-WIC NORA LLC - Oil, Gas & CBM - Capitol Corporate Services, Inc. 10 South Jefferson St. Ste 1400 Roanoke, VA, 24011	<b>13.61 acres</b>	<b>2.82%</b>
(6) Keyrock Energy - CBM Lessee Corporate Creations Network Inc. 425 W Washington St. Ste 4 Suffolk, VA, 23434 - 5320		

**Exhibit B  
Unit # 1  
VGOB Docket # 22-1220-4254  
List of Owners in a Sealed Gob  
(482.10 Acre Unit)**

	<b>Acres in Unit</b>	<b>Interest in Unit</b>
<b><u>Tract Eight - #T-44; D. L. French (47.79 Acres)</u></b>		
(1) ACIN LLC – Coal Capitol Corporate Services, Inc. 10 South Jefferson St. Ste 1400 Roanoke, VA 24011		
(2) Paramount Contura, LLC - Coal Lessee Corporation Service Company 100 Shockoe Slip FL 2 Richmond, VA, 23219-4100		
(3) WBRD LLC - Coal Capitol Corporate Services, Inc. 10 South Jefferson St Ste. 1400 Roanoke, VA 24011		
(4) Dickenson-Russell Contura, LLC - Coal Lessee Corporation Service Company 100 Shockoe Slip FL 2 Richmond, VA 23219-4100		
(5) ENERVEST XIV-A NORA LLC ENERVEST ENERGY INSTITUTIONAL FUND XIV-1A, L.P. ENERVEST XIV-WIC NORA LLC - Oil, Gas & CBM - Capitol Corporate Services, Inc. 10 South Jefferson St. Ste 1400 Roanoke, VA, 24011	<b>5.38 acres</b>	<b>1.12%</b>
(6) Keyrock Energy - CBM Lessee Corporate Creations Network Inc. 425 W Washington St. Ste 4 Suffolk, VA, 23434 - 5320		

**Exhibit B  
Unit # 1  
VGOB Docket # 22-1220-4254  
List of Owners in a Sealed Gob  
(482.10 Acre Unit)**

	<b>Acres in Unit</b>	<b>Interest in Unit</b>
<b><u>Tract Nine - #T-39; Simpson Dyer's Heirs (1354.00 Acres)</u></b>		
(1) ACIN LLC – Coal Capitol Corporate Services, Inc. 10 South Jefferson St. Ste 1400 Roanoke, VA 24011		
(2) Paramount Contura, LLC - Coal Lessee Corporation Service Company 100 Shockoe Slip FL 2 Richmond, VA, 23219-4100		
(3) WBRD LLC - Coal Capitol Corporate Services, Inc. 10 South Jefferson St Ste. 1400 Roanoke, VA 24011		
(4) Dickenson-Russell Contura, LLC - Coal Lessee Corporation Service Company 100 Shockoe Slip FL 2 Richmond, VA 23219-4100		
(5) ENERVEST XIV-A NORA LLC ENERVEST ENERGY INSTITUTIONAL FUND XIV-1A, L.P. ENERVEST XIV-WIC NORA LLC - Oil, Gas & CBM - Capitol Corporate Services, Inc. 10 South Jefferson St. Ste 1400 Roanoke, VA, 24011	<b>140.59 acres</b>	<b>29.16%</b>
(6) Keyrock Energy - CBM Lessee Corporate Creations Network Inc. 425 W Washington St. Ste 4 Suffolk, VA, 23434 - 5320		

**Exhibit B  
Unit # 1  
VGOB Docket # 22-1220-4254  
List of Owners in a Sealed Gob  
(482.10 Acre Unit)**

	<b>Acres in Unit</b>	<b>Interest in Unit</b>
<b><u>Tract Ten - #T-183; D.W.V. Smith (53.19 Acres)</u></b>		
(1) ACIN LLC – Coal Capitol Corporate Services, Inc. 10 South Jefferson St. Ste 1400 Roanoke, VA 24011		
(2) Paramount Contura, LLC - Coal Lessee Corporation Service Company 100 Shockoe Slip FL 2 Richmond, VA, 23219-4100		
(3) WBRD LLC - Coal Capitol Corporate Services, Inc. 10 South Jefferson St Ste. 1400 Roanoke, VA 24011		
(4) Dickenson-Russell Contura, LLC - Coal Lessee Corporation Service Company 100 Shockoe Slip FL 2 Richmond, VA 23219-4100		
(5) ENERVEST XIV-A NORA LLC ENERVEST ENERGY INSTITUTIONAL FUND XIV-1A, L.P. ENERVEST XIV-WIC NORA LLC - Oil, Gas & CBM - Capitol Corporate Services, Inc. 10 South Jefferson St. Ste 1400 Roanoke, VA, 24011	<b>53.87 acres</b>	<b>11.17%</b>
(6) Keyrock Energy - CBM Lessee Corporate Creations Network Inc. 425 W Washington St. Ste 4 Suffolk, VA, 23434 - 5320		

**Exhibit B  
Unit # 1  
VGOB Docket # 22-1220-4254  
List of Owners in a Sealed Gob  
(482.10 Acre Unit)**

	<b>Acres in Unit</b>	<b>Interest in Unit</b>
<b><u>Tract Eleven - #T-122; J.C. Rasnick (64.65 Acres)</u></b>		
(1) ACIN LLC – Coal Capitol Corporate Services, Inc. 10 South Jefferson St. Ste 1400 Roanoke, VA 24011		
(2) Paramount Contura, LLC - Coal Lessee Corporation Service Company 100 Shockoe Slip FL 2 Richmond, VA, 23219-4100		
(3) WBRD LLC - Coal Capitol Corporate Services, Inc. 10 South Jefferson St Ste. 1400 Roanoke, VA 24011		
(4) Dickenson-Russell Contura, LLC - Coal Lessee Corporation Service Company 100 Shockoe Slip FL 2 Richmond, VA 23219-4100		
(5) ENERVEST XIV-A NORA LLC ENERVEST ENERGY INSTITUTIONAL FUND XIV-1A, L.P. ENERVEST XIV-WIC NORA LLC - Oil, Gas & CBM - Capitol Corporate Services, Inc. 10 South Jefferson St. Ste 1400 Roanoke, VA, 24011	<b>20.31 acres</b>	<b>4.21%</b>
(6) Keyrock Energy - CBM Lessee Corporate Creations Network Inc. 425 W Washington St. Ste 4 Suffolk, VA, 23434 - 5320		

**Exhibit B-3  
Unit # 1  
VGOB Docket # 22-1220-4254  
Unleased Parties in a Sealed Gob  
(482.10 Acre Unit)**

	<b>Acres in Unit</b>	<b>Interest in Unit</b>
<b><u>Tract #5</u></b>		
Heirs of Mildred J. Patton & Harry T. Mullins - Surface, Oil & Gas:	<b>27.49 acres</b>	
(1) Pamela Mullins (unleased) 65 Viers Court Lebanon, VA 24266		<b>1.425%</b>
Myrna Lynn Taylor (unleased) 1551 Big Moccasin Rd Nickelsville, VA 24271		<b>1.425%</b>
Lucien James Patton (unleased) 119 Burns Ave Apt 2 Lebanon, VA 24266		<b>1.425</b>
Caleb Andrew Patton (unleased) 119 Burns Ave Apt 2 Lebanon, VA 24266		<b>1.425%</b>
<b><u>Tract #6</u></b>		
Heirs of Albert C. Adkins & A.J. McKinney - Gas:	<b>26.53 acres</b>	
(1) Rachel Mae Adkins (unleased) 377 Crooked Branch Rd Castlewood, VA 24224		<b>1.375%</b>
Melissa Ann Adkins (unleased) PO Box 2 Clintwood, VA 24228		<b>0.275%</b>
Sarah Elizabeth Adkins (unleased) 190 Wheeler Avenue Collinsville, VA 24078		<b>0.275%</b>
Nicholas Allen Adkins (unleased) 803 Highland Avenue NW Norton, VA 24273		<b>0.275%</b>
Eva Faith Adkins (unleased) 190 Wheeler Avenue Collinsville, VA 24078		<b>0.275%</b>
Cassandra E. Bolling (unleased) 12262 Gary Powers Road Pound, VA 24279		<b>0.1375%</b>

**Exhibit B-3  
Unit # 1  
VGOB Docket # 22-1220-4254  
Unleased Parties in a Sealed Gob  
(482.10 Acre Unit)**

	<b>Acres in Unit</b>	<b>Interest in Unit</b>
Yates Chapel Church Bolling (unleased) 5313 D C Caney Ridge Road Coeburn, VA 24230		<b>0.1375%</b>
Alma McKinney (unleased) 3700 SE Jennings Rd # 240W Port Saint Lucie, FL 34952		<b>2.75%</b>

Authorization For Expenditure (AFE)

# EXHIBIT C

AFE #	1003	Property #		Version #	
Well Name:	Keyrock No. 1	Field:		Completed By:	Morgan Pate
Location:	N 3,571,464.23 E 10,357,938.05	Operator:	Keyrock Energy	Date:	11/16/2022
Expected Pay Zones:	Mined-out Jawbone Coal Seam	Estimated Total Depth:	505 ft	AAPG Class:	
Proposed Work:	Drill Gob well into mined-out Jawbone Seam	Participant:	None	W.I.	Amount
					\$0

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Gen	Sub	Description	Casing Point	Completion	Total Cost
		Leasehold Costs	\$0	\$0	\$25,900
		Permit / Title Opinion / Survey / Insurance	\$0	\$0	\$15,000
		Building Location	\$0	\$0	\$56,500
		Roads / Stone / Culverts	\$0	\$0	\$28,500
		Surface Damages	\$0	\$0	\$0
		Drilling - Footage	\$0	\$0	\$14,040
		Drilling - Mobilization	\$0	\$0	\$8,400
		Drilling - Dayrate	\$0	\$0	\$15,840
		Mud & Chemicals (Drilling)	\$0	\$0	\$0
		Fuel	\$0	\$0	\$5,400
		Cement Surface casing	\$0	\$0	\$0
		Cement Intermediate casing	\$0	\$0	\$4,200
		Open Hole Logging & Testing	\$0	\$0	\$4,087
		Trucking / Dozer (Drilling)	\$0	\$0	\$0
		Rental Tools & Equipment (Drilling)	\$0	\$0	\$0
		Drilling - Bits	\$0	\$0	\$0
		Technical Supervision (Drilling)	\$0	\$0	\$0
		Fresh Water Hauling (Drilling)	\$0	\$0	\$720
		Overhead Rate	\$0	\$0	\$0
		Misc. & Contingencies	\$0	\$0	\$5,000
		Location Rds/Stone/Culverts	\$0	\$0	\$5,000
		Trucking / Dozer (Completion)	\$0	\$0	\$0
		Technical Supervision (Completion)	\$0	\$0	\$0
		Cased Hole Logging / Perforating	\$0	\$0	\$0
		Stimulation / Fracturing	\$0	\$0	\$0
		Completion Rig	\$0	\$0	\$0
		Reclamation & Damages	\$0	\$0	\$1,000
		Haul Pit Water / Disposal	\$0	\$0	\$2,280
		Cement Production Casing	\$0	\$0	\$6,720
		Rental Tools & Equipment (Completion)	\$0	\$0	\$0
		Fresh Water Hauling (Completion)	\$0	\$0	\$540
		Roustabout Labor	\$0	\$0	\$0
		<b>TOTAL INTANGIBLES</b>	<b>\$0</b>	<b>\$0</b>	<b>\$199,127</b>

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Code	Code	Description	Casing Point	Completion	Total Cost
		13 3/8" Surface Casing	\$50	\$4,750	\$4,750
		7" R1 T&C Black Steel Csg	\$455	\$15,925	\$15,925
		Wellhead Equipment / Fittings	\$0	\$0	\$2,500
		Tank Battery	\$0	\$0	\$0
		Separator / Heater / Treater	\$0	\$0	\$0
		Gas Lift Equipment	\$0	\$0	\$4,000
		Rods / Stuffing Box	\$0	\$0	\$0
		Downhole Pump	\$0	\$0	\$0
		Pumping Unit / Motor	\$0	\$0	\$0
		SS EQT-Packer,PF,FC,Nip	\$0	\$0	\$0
		Valves & Fittings	\$0	\$0	\$800
		Flow Line labor/material	\$0	\$0	\$0
		Sales line labor/mat/row	\$0	\$0	\$0
		<b>TOTAL TANGIBLES</b>	<b>\$0</b>	<b>\$0</b>	<b>\$27,975</b>

<b>GRAND TOTAL WELL COST</b>			<b>\$0</b>	<b>\$0</b>	<b>\$227,102</b>
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153	115	Plugging & Abandonment	\$0		
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**Production Costs : \$227,102      Dry Hole Costs : \$0**

Operations \_\_\_\_\_ Date \_\_\_\_\_ Geology Morgan Pate Date: 8/20/2022

Engineering \_\_\_\_\_ Date \_\_\_\_\_ Land Morgan Pate Date: 8/20/2022

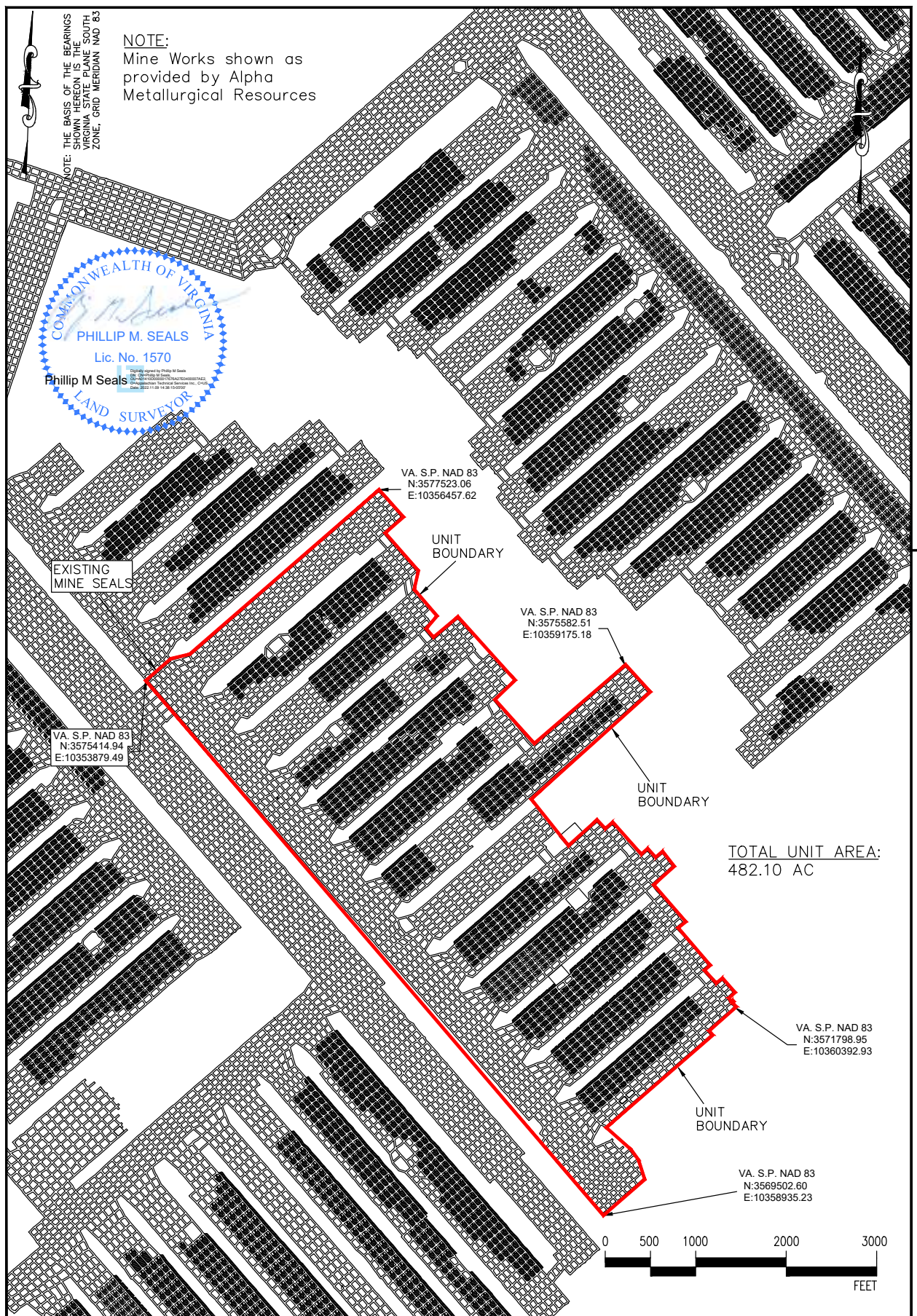
Management Approval Approved by: [Signature] Title Geologist Date \_\_\_\_\_

Management Approval Approved by: \_\_\_\_\_ Title \_\_\_\_\_ Date \_\_\_\_\_

THIS IS AN ESTIMATE OF PROJECTED WELL DRILLING, COMPLETION, EQUIPMENT AND PIPELINE COSTS. THESE ESTIMATES ARE PROJECTIONS ONLY AND ACTUAL BILLED COSTS MAY VARY FROM WELL TO WELL DEPENDING UPON ACTUAL FINAL DEPTH AND OTHER FACTORS INCLUDING, BUT NOT LIMITED TO, SEASONAL MATERIAL COSTS, WEATHER CONDITIONS, AND UNFORESEEN RIGHT-OF-WAY PROBLEMS.

NOTE: THE BASIS OF THE BEARINGS SHOWN HEREON IS THE SOUTH ZONE, GRID MERIDIAN NAD 83

NOTE:  
Mine Works shown as provided by Alpha Metallurgical Resources



**Appalachian Technical Services, Inc.**  
Engineering, Architecture, Surveying, Ecology & Environmental Science  
Kingston Office: P.O. Box 1897, 475 West Main Street, Abingdon, VA 26212 (276) 678-4282  
Wise Office: P.O. Box 3537, 6741 Indian Creek Road, Wise, VA 24293 (276) 538-4200

**KEYROCK ENERGY LLC**

**DEEP MINE 41 UNDERGROUND  
UNDERGROUND MINE MAP KY1  
EXHIBIT L**

Designed By: JMC	Drawn By: JMC	Checked By: PMS	Date: 10/12/22
Project Number: 1892.01	Scale: 1" = 1000'	Quadrangle: NORA VA Nad 83 South Zone	
Drawing Name: Mineworks Only 24x36 With Well Units 10-12-22			<b>01</b>
Sheet/Layout: KY1 EXHIBIT L 11X17			<b>01</b>

**Exhibit D  
Unit # 1  
VGOB Docket # 22-1220-4254  
Leased Parties in a Sealed Gob  
(482.10 Acre Unit)**

	<b>Acres in Unit</b>	<b>Interest in Unit</b>
<b><u>Tract One - #T2-121; John Elklor tr. (36.50 Acres)</u></b>		
(1) ENERVEST XIV-A NORA LLC ENERVEST ENERGY INSTITUTIONAL FUND XIV-1A, L.P. ENERVEST XIV-WIC NORA LLC - Oil, Gas & CBM - Capitol Corporate Services, Inc. 10 South Jefferson St. Ste 1400 Roanoke, VA, 24011	<b>27.76 acres</b>	<b>5.76%</b>
<b><u>Tract Two - #T-47; W. T. Goodloe (666.33 Acres)</u></b>		
(1) ENERVEST XIV-A NORA LLC ENERVEST ENERGY INSTITUTIONAL FUND XIV-1A, L.P. ENERVEST XIV-WIC NORA LLC - Oil, Gas & CBM - Capitol Corporate Services, Inc. 10 South Jefferson St. Ste 1400 Roanoke, VA, 24011	<b>73.93 acres</b>	<b>15.34%</b>
<b><u>Tract Three - #T-181; F. P. Smith TR. (83.45 Acres)</u></b>		
(1) ENERVEST XIV-A NORA LLC ENERVEST ENERGY INSTITUTIONAL FUND XIV-1A, L.P. ENERVEST XIV-WIC NORA LLC - Oil, Gas & CBM - Capitol Corporate Services, Inc. 10 South Jefferson St. Ste 1400 Roanoke, VA, 24011	<b>29.98 acres</b>	<b>6.22%</b>
<b><u>Tract Four - #T2-120; Roland Counts (87.86 Acres)</u></b>		
(1) ENERVEST XIV-A NORA LLC ENERVEST ENERGY INSTITUTIONAL FUND XIV-1A, L.P. ENERVEST XIV-WIC NORA LLC - Oil, Gas & CBM - Capitol Corporate Services, Inc. 10 South Jefferson St.	<b>62.65 acres</b>	<b>13.00%</b>

**Exhibit D  
Unit # 1  
VGOB Docket # 22-1220-4254  
Leased Parties in a Sealed Gob  
(482.10 Acre Unit)**

	<b>Acres in Unit</b>	<b>Interest in Unit</b>
Ste 1400 Roanoke, VA, 24011		
<b><u>Tract Five</u></b>		
(1) ENERVEST XIV-A NORA LLC ENERVEST ENERGY INSTITUTIONAL FUND XIV-1A, L.P. ENERVEST XIV-WIC NORA LLC - Oil, Gas & CBM Lessee Capitol Corporate Services, Inc. 10 South Jefferson St. Ste 1400 Roanoke, VA, 24011	<b>27.49 acres</b>	<b>5.70%</b>
<b><u>Tract Six</u></b>		
(1) ENERVEST XIV-A NORA LLC ENERVEST ENERGY INSTITUTIONAL FUND XIV-1A, L.P. ENERVEST XIV-WIC NORA LLC - Oil, Gas & CBM Lessee- Capitol Corporate Services, Inc. 10 South Jefferson St. Ste 1400 Roanoke, VA, 24011	<b>26.53 acres</b>	<b>5.50%</b>
<b><u>Tract Seven - #T-231; S. A. Smith (22.02 Acres)</u></b>		
(1) ENERVEST XIV-A NORA LLC ENERVEST ENERGY INSTITUTIONAL FUND XIV-1A, L.P. ENERVEST XIV-WIC NORA LLC - Oil, Gas & CBM - Capitol Corporate Services, Inc. 10 South Jefferson St. Ste 1400 Roanoke, VA, 24011	<b>13.61 acres</b>	<b>2.82%</b>

**Exhibit D**  
**Unit # 1**  
**VGOB Docket # 22-1220-4254**  
**Leased Parties in a Sealed Gob**  
**(482.10 Acre Unit)**

	Acres in Unit	Interest in Unit
<b><u>Tract Eight - #T-44; D. L. French (47.79 Acres)</u></b>		
(1) ENERVEST XIV-A NORA LLC ENERVEST ENERGY INSTITUTIONAL FUND XIV-1A, L.P. ENERVEST XIV-WIC NORA LLC - Oil, Gas & CBM - Capitol Corporate Services, Inc. 10 South Jefferson St. Ste 1400 Roanoke, VA, 24011	<b>5.38 acres</b>	<b>1.12%</b>
<b><u>Tract Nine - #T-39; Simpson Dyer's Heirs (1354.00 Acres)</u></b>		
(1) ENERVEST XIV-A NORA LLC ENERVEST ENERGY INSTITUTIONAL FUND XIV-1A, L.P. ENERVEST XIV-WIC NORA LLC - Oil, Gas & CBM - Capitol Corporate Services, Inc. 10 South Jefferson St. Ste 1400 Roanoke, VA, 24011	<b>140.59 acres</b>	<b>29.16%</b>
<b><u>Tract Ten - #T-183; D.W.V. Smith (53.19 Acres)</u></b>		
(1) ENERVEST XIV-A NORA LLC ENERVEST ENERGY INSTITUTIONAL FUND XIV-1A, L.P. ENERVEST XIV-WIC NORA LLC - Oil, Gas & CBM - Capitol Corporate Services, Inc. 10 South Jefferson St. Ste 1400 Roanoke, VA, 24011	<b>53.87 acres</b>	<b>11.17%</b>

**Exhibit D  
Unit # 1  
VGOB Docket # 22-1220-4254  
Leased Parties in a Sealed Gob  
(482.10 Acre Unit)**

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	<b>Acres in Unit</b>	<b>Interest in Unit</b>
<b><u>Tract Eleven - #T-122; J.C. Rasnick (64.65 Acres)</u></b>		
(1) ENERVEST XIV-A NORA LLC ENERVEST ENERGY INSTITUTIONAL FUND XIV-1A, L.P. ENERVEST XIV-WIC NORA LLC - Oil, Gas & CBM - Capitol Corporate Services, Inc. 10 South Jefferson St. Ste 1400 Roanoke, VA, 24011	<b>20.31 acres</b>	<b>4.21%</b>

		Exhibit I		
		Unit # KY-1		
		VGOB Docket # 22-115-4254		
		List of all Wells Included in the Sealed Gob		
		(482.10 Acre Unit)		
<b><u>UNIT NUMBER</u></b>	<b><u>WELL NUMBER</u></b>	<b><u>DGO FILE NUMBER</u></b>	<b><u>STATUS</u></b>	<b><u>TYPE WELL</u></b>
BD-41	VC-535640	DI-1336	Producing	Coalbed
BE-40	VC-2207	DI-0659	Producing	Coalbed
BE-41	VC-505239	DI-1372	Producing	Coalbed
BE-42	VC-505235	DI-1177	Producing	Coalbed
BE-43	V-550459	DI-1370	Producing	Conventional
BE-43	VC-536076	DI-1280	Producing	Coalbed
BF-40	115	A08DK	Plugged/Abandoned	Conventional
BF-41	P-401	DI-0391	Producing	Conventional
BF-41	VC-2206	DI-0627	Producing	Coalbed
BF-42	VC-4503	DI-1025	Producing	Coalbed
BG-40	P-96 (117)	A10DK	Producing	Conventional
BG-41	VC-3449	DI-0796	Producing	Coalbed
BG-42	P-331	DI-0335	Producing	Conventional
BG-42	VC-3753	DI-0883	Producing	Coalbed
BG-43	101	A19DK	Released	Conventional
BH-41	VC-3043	DI-0807	Producing	Coalbed
BH-42	P-332	DI-0328	Producing	Conventional
BH-42	VC-703619	DI-0821	Producing	Coalbed
BH-43	VC-3044	DI-0752	Producing	Coalbed

# OIL AND GAS LEASE

FROM

Albert C. Adkins and Eva Mae Adkins, husband and wife

HCO 5 Box 662, Coeburn, Virginia 24230

TO

Equitable Resources Exploration  
a division of  
Equitable Resources Energy Company  
Two Executive Park Place  
1989 East Stone Drive  
Kingsport, TN 37660

DATE May 19, 1992

TERM Five (5) Years

NO. ACRES 58.0

MAP LOCATION Nora Quad

STATE Virginia

COUNTY Dickenson

RECEIVED FOR RECORD \_\_\_\_\_, 19 \_\_\_\_\_

RECORDED \_\_\_\_\_, 19 \_\_\_\_\_

IN BOOK \_\_\_\_\_, PAGE \_\_\_\_\_

STATE OF \_\_\_\_\_  
COUNTY OF \_\_\_\_\_

I, \_\_\_\_\_, a \_\_\_\_\_  
in and for said county, in the state aforesaid, certify that \_\_\_\_\_

\_\_\_\_\_ personally known to me to be the same person  
whose name \_\_\_\_\_ subscribed to the foregoing instrument, appeared before me this day in person  
in the State and County aforesaid, and acknowledged and delivered the said instrument to be \_\_\_\_\_ act  
and deed for uses and purposes therein set forth.

Given under my hand this \_\_\_\_\_ day of \_\_\_\_\_, A.D., 19 \_\_\_\_\_  
My commission expires \_\_\_\_\_

Notary Public

STATE OF \_\_\_\_\_  
COUNTY OF \_\_\_\_\_

I, \_\_\_\_\_, a \_\_\_\_\_  
in and for said county, in the state aforesaid, certify that \_\_\_\_\_

\_\_\_\_\_ personally known to me to be the same person  
whose name \_\_\_\_\_ subscribed to the foregoing instrument, appeared before me this day in person  
in the State and County aforesaid, and acknowledged and delivered the said instrument to be \_\_\_\_\_ act  
and deed for uses and purposes therein set forth.

Given under my hand this \_\_\_\_\_ day of \_\_\_\_\_, A.D., 19 \_\_\_\_\_  
My commission expires \_\_\_\_\_

Notary Public

## OIL AND GAS LEASE

**This Agreement**, made the 19th day of May, 19 92  
 between Albert C. Adkins and Eva Mae Adkins, husband and wife  
HCO 5 Box 662  
Coeburn, Virginia 24230

hereinafter called Lessor,  
 Equitable Resources Exploration, a division of Equitable Resources Energy Company, a corporation, of  
 Kingsport, TN 37660, hereinafter called Lessee.

**WITNESSETH:** That the Lessor, in consideration of One Dollar (\$1.00), in hand paid by the Lessee, receipt of which is hereby acknowledged, and of the covenants and agreements hereinafter contained, hereby grants, demises, leases and lets unto the Lessee, its successors and assigns, all that certain tract of land hereinafter described, for the sole and only purpose, and with the exclusive right of operating for, producing and marketing oil and gas, coalbed methane gas, and all associated hydrocarbons and all products produced therewith or which may be derived therefrom; storing gas of any kind, regardless of the source thereof, in the oil and gas strata including the injecting of gas therein and removing the same therefrom; protecting stored gas; conducting geological and geophysical surveys and explorations; pooling or unitizing the leased premises or part thereof with other lands to form operating units for any or all of the purposes of this agreement; together with the right-of-way and servitudes for pipe lines; telephone and telegraph lines, structures; houses and buildings, and all other rights and privileges necessary, or deemed necessary, incident to or convenient for the economic operation of this land, and any other lands, the oil or gas rights in which, or the control thereof, Lessee now has or owns, or which may be hereafter acquired by Lessee, successor, or assigns, by any manner of conveyance or contract, for oil or gas or coalbed methane gas and associated hydrocarbons with the right to use, for such purposes, free of charge, oil, gas and water, produced from or on the premises, and with the right, but without obligation, either during or after or after the term hereof, to remove all and any property and improvements which Lessee, successors or assigns, may place or erect on the premises, and to plug any well or wells drilled thereon, together with the right to transport through the property hereby leased any and all oil, gas, coalbed methane gas, and other hydrocarbons produced by Lessee, its successors and assigns, from the property including the right-of-way and easement to lay, construct, use, maintain, operate, change, replace and remove pipe line or pipe lines for such transportation.

Said land is situate in Ervinton District Dickenson County, State of Virginia  
 bounded and described as follows:  
 On the North by the lands of Clinchfield Coal Co.  
 On the East by the lands of Mildred Patton  
 On the South by the lands of Marvin Rowlett  
 On the West by the lands of Arlin French  
 On the waters of Big Spraddle containing  
Fifty-eight and 00/100 (58.0) acres, more or less,  
 including premises conveyed to Lessor by Beulah Phipps, single

recorded in Deed Book 262, Page 570, Dickenson County/  
 Circuit Court Clerk's Office.

TO HAVE AND TO HOLD said lands and privileges for the said purposes for and during the period of Five  
 (5) years from May 19, 19 92 and for as long thereafter as the leased premises or other lands with  
 which the leased premises or part thereof is pooled or unitized are operated in the search for or production of oil or gas, or as long as the  
 same is used for underground storage of gas and the removal thereof, either through the operation of a well or wells on the above described  
 tract of land or on tracts in the same storage field; or as long as said land is used for the protection of stored gas, alone or in conjunction  
 with other lands, and in the event oil or gas is found in paying quantities and later becomes exhausted, this lease shall continue in force for  
 one (1) year after all wells on the leased premises, or on the part or parts thereof pooled with other land or leases in the vicinity thereof, have  
 been plugged in compliance with State and/or Federal Regulations, all with an extended term by payment of rentals as hereinafter set forth.  
 It is expressly understood and agreed that the Lessee shall be the sole judge as to whether gas is being stored in said land, held in storage  
 therein, or whether said land is being used for the protection of stored gas, and Lessee's determination thereof shall be final and conclusive.

Lessee agrees to commence a well on said premises on or before the 19th day of May, 19 93  
 or thereafter to pay the Lessor a delay rental at the rate of Three and 00/100 (\$ 3.00) per acre per annum  
 payable annually in advance, beginning May 19, 19 93; until, but not after, a well yielding royalty to the  
 Lessor is drilled and oil and/or gas is marketed therefrom or a storage well is completed under the terms hereof, or this lease surrendered.  
 Any rental paid for time beyond the date oil, gas or associated hydrocarbons is first marketed or the date a storage well is completed shall be  
 credited upon the first royalty for oil and/or gas or the first payment for such storage well.

When said land is used for the storage of gas (but there is no well on said land), or for the protection of gas storage on lands in the  
 general vicinity, the Lessee covenants and agrees to pay to the Lessor, quarterly in advance, an annual storage rent of Two Dollars (\$2.00) per  
 acre per annum until a well is completed or this lease is surrendered.

Any rent paid for time beyond the date of completion of a well shall be credited upon the first royalty due upon the same.

The Lessee is hereby given the right to convert any gas well heretofore or hereafter drilled upon the leased premises to a gas storage  
 well and at the time of conversion to storage, if gas is still being produced therefrom, Lessee shall pay Lessor for the estimated recoverable  
 gas remaining in the well. In arriving at the volume of said recoverable gas, the Lessee shall use such methods of calculating gas reserves as  
 are generally accepted by the natural gas industry, and the Lessor shall be paid therefor at the rate prescribed hereinafter.

Lessee is hereby given the right at its option, at any time from the date hereof while this agreement shall be in effect and from time to  
 time within such period, to pool all or any part or parts of the leased premises or rights therein with any other land in the vicinity thereof, or  
 with any leasehold, operating or other rights or interests in such other land to create units of such size and surface acreage as Lessee may  
 desire, but containing not more than 640 acres plus 10% acreage tolerance. If at any time larger units are required under any then applicable  
 law, rule, regulation or order of any governmental authority for the drilling, completion, or operation of a well, any such unit may be established  
 or enlarged to conform to the size specified. Each unit may be created by governmental authority or by a written declaration-notice executed  
 by Lessee and delivered to Lessor containing a description of the unit so created, specifying the mineral stratum or horizon so pooled, if so  
 limited. Any well which is commenced, or is drilled or is producing on any part of any lands theretofore or thereafter so pooled shall, except  
 for the payment of royalties, be considered a well commenced, drilled, and producing on the lands hereby leased. There shall be allocated to  
 the portion of the leased premises included in any pooling such proportion of the actual production from all lands so pooled as such portion  
 of the leased premises, computed on an acreage basis, bears to the entire acreage of the lands so pooled. The production so allocated shall  
 be considered for the purpose of payment or delivery of royalty to be the entire production from the portion of the leased premises included  
 in such pooling in the same manner as though produced from such portion under the terms of this lease. Each of said options may be  
 exercised by Lessee from time to time, and a unit may be formed either before or after a well has been drilled or production has been established  
 on the leased premises or on a portion of the leased premises which is included in the pool or on other lands which are pooled therewith.

It is agreed that said Lessee may drill or not drill on the leased premises as it may elect, and the consideration and rentals paid and to  
 be paid constitute adequate compensation for such privilege.

As a royalty, Lessee agrees to deliver to the credit of Lessor, heirs or assigns, free of cost, into the tanks or pipe lines to which it may connect its well or wells, the equal one-eighth (1/8) part of all oil produced and saved from the leased premises; and the Lessee agrees to pay a royalty for all gas except stored gas and gas produced from the storage horizon or horizons produced, saved and marketed from the leased premises at the rate of one-eighth (1/8) of the proceeds received by the Lessee at the well. Royalty payments shall constitute the entire consideration to Lessor for such gas including the gasoline and other content thereof. Lessor shall pay a proportionate part of all excise, depletion, privilege and production taxes now or hereafter levied, assessed or charged on oil or gas produced from said premises. It is agreed, however, that gas produced from any well or wells may be taken by Lessee for fuel in its operation on said premises, free of charge, but if other use be made of the gas from any oil well or gasoline extracted therefrom, then Lessee shall pay at the rate of Twenty-five Dollars (\$25.00) annually for the gas from each oil well while so utilized.

Lessee shall pay Three Hundred Dollars (\$300.00) per year in quarterly installments payable in advance for each well utilized or classified by the Lessee as a gas storage well, except that in the event said storage well payment is less than the Lessor would receive as rental, then the Lessee shall pay to the Lessor in addition, the difference between the storage well payment and the said rental payment. Lessee shall have the right to install and maintain on said premises all necessary equipment and appliances to do any and all other things as may be reasonably necessary for the purpose of utilizing said premises for the production and storage of gas, as well as the injection of gas therein and the removal of same therefrom.

When all wells, except gas storage wells, on said land are shut in by Lessee for a continuous period of thirty (30) days or longer, the Lessee shall pay to the Lessor a royalty, equal to and in lieu of the delay rental amount, annually, prorated on a monthly basis, payable monthly, quarterly, annually, or at the end of such shut in period; provided that a carrying rental is not being paid at that time.

All monies payable to Lessor hereunder may be paid by checks payable as follows:

Albert C. Adkins and Eva Mae Adkins  
HCO 5 Box 662

Coeburn, Virginia 24230

delivered in person or mailed to payee at the above address

and the delivery of said checks or their deposit in the mail, properly stamped and addressed as above provided, shall constitute full payment of the amounts shown thereon.

If the Lessor does not have title to all the oil and gas under the above premises, Lessor agrees on demand made to refund rental and royalty paid, and release Lessee from the payment of future rental and royalty, in the proportion that the outstanding interest or title bears to the whole tract. If the acreage or area herein recited is in excess of the true quantity of land in said premises, Lessor agrees upon demand made to refund rental paid and to release Lessee from the payment of future rental in the proportion that the excess of recited acreage over the true acreage in the leased premises bears to the recited acreage. If the recited acreage or area be found to be less than the true quantity of land in said premises, Lessee, on demand made, shall pay up the arrears or deficiency in rental payments on the basis of the excess of the true over the said recited acreage and thereafter pay the rental under this lease on the basis of the true acreage.

In the event of the death of any person entitled or authorized, or who may hereafter be authorized or entitled hereunder to receive rental or royalty, the Lessor for himself, his heirs, personal representatives and assigns, covenants that notice in writing, executed by all of such heirs, representatives or assigns, shall be delivered to the Lessee, its successors or assigns, stating (1) the date of such death and the name or names of the person or persons succeeding to the right to receive such money, (2) the proportions in which said money is to be divided between said persons, and (3) the post office address of each of such persons; and until the receipt of such notice strictly conforming to the provisions hereof, the Lessee may withhold the payment of such rental or royalty without incurring any liability or prejudicing its rights under this lease; and in case a dispute arises at any time as to the amount of payments or the proper payee thereof, Lessee may withhold the same, without liability or interest on the money withheld, until the right thereto is determined either by written agreement between the disputing parties or by final order of a court of competent and final jurisdiction, in a suit to be filed and prosecuted to judgment by and between the disputing parties, or, in an action of interpleader, instituted by Lessee or its assigns and until such agreement or certified copy thereof, or certified copy of such judgment be filed with Lessee, its successors or assigns.

In the event this lease or any part thereof or any rights thereunder shall be transferred by Lessor, heirs, personal representatives or assigns, Lessor, for himself, his heirs, personal representatives or assigns, covenants with Lessee, its successors and assigns, to furnish a certified copy of the recorded instrument by which said transfer shall be effected, together with a memorandum of the post office address of such transferee; and until such covenant shall be strictly complied with all rental or royalty then or thereafter falling due may be withheld without rendering liable or prejudicing the rights hereunder of Lessee, its successors or assigns.

If the leased premises are hereafter owned in severally or in separate tracts the premises, nevertheless, shall be developed and operated as an entirety, and royalties shall be paid to each separate owner in the proportion that the acreage owned by him bears to the entire leased acreage.

And it is hereby agreed that in the event this lease shall be assigned by Lessee as to a part or parts of the above described lands, and the privilege of assigning in whole or in part is expressly granted, and the assignee or assignees of such part or parts shall make default in the payment of the proportionate part of the rental due from him or them, such default shall not operate to defeat or affect this lease in so far as it covers a part or parts of said lands upon which the said Lessee or any assigns thereof shall make due payment of said rental; and in case this lease is assigned, in whole or in parts, all of Lessee's liabilities and obligations hereunder shall thereupon cease and terminate entirely, or as to the parts assigned, as the case may be, except as to such rental and royalty as is due and payable at the time of such assignment.

The term gas as used herein includes coalbed methane gas and all associated hydrocarbons. Lessor hereby excepts and reserves unto itself, its successors, heirs and assigns all coal and associated mining rights.

In the event default shall be made by the Lessor in the prompt payment of any refund for rental or royalty which may become due and payable to the Lessee as hereinbefore provided then the Lessee shall have the right and privilege to deduct said amount or amounts from the rental or royalty thereafter accruing hereunder.

It is further agreed that no wells shall be drilled within two hundred (200) feet of the principal buildings upon said land except by mutual consent; that all pipe lines laid, except those used to conduct gas and water to drilling wells, shall be buried; and that the Lessee shall pay for all injury done to growing crops and fences in its operations hereunder.

It is further agreed that the Lessee, its successors or assigns, shall have the right to surrender this lease at any time upon the payment of One Dollar (\$1.00) and all amounts accrued hereunder to the date of said surrender, and upon such surrender the Lessee shall be relieved from further payment of rental or royalty and the performance of any other of the covenants contained herein. If this lease is placed upon record, the Lessee shall, when requested by Lessor upon Lessee's abandonment or surrender thereof, give to the Lessor a proper release duly acknowledged, and the Lessor agrees that the recordation of a deed of surrender, in general terms to the Lessor, his heirs, personal representatives, or assigns, in the proper county and deposit in the post office of a check payable as above provided for said last mentioned sum and all amounts then accrued hereunder, shall be and shall be accepted as full and legal surrender of the Lessee's rights under this lease.

It is expressly agreed between the parties that this instrument embraces the entire understanding and contract between the parties; and any agreements or representations, verbal or written, made by any person on behalf of either the Lessor or the Lessee not contained in this lease are unauthorized and do not bind the parties.

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

IN TESTIMONY WHEREOF, the parties hereto have signed their respective names as of the day and date first herein written.

WITNESSES:

LESSORS:

*Albert C. Adkins*  
Albert C. Adkins SS#227-36-5378  
*Eva Mae Adkins*  
Eva Mae Adkins SS#226-40-3148

*THOMAS J. O'NEILL*  
by: *THOMAS J. O'NEILL*  
THOMAS J. O'NEILL  
VICE PRESIDENT

This instrument prepared by:  
*Bob Powell*  
Bob Powell P.O. Box 617, Norton, VA 24230

STATE OF Virginia  
COUNTY OF Dickenson

I, the undersigned a notary public  
in and for said county, in the state aforesaid, certify that Albert C. Adkins and Eva Mae Adkins, husband and wife

are personally known to me to be the same person<sup>s</sup>  
whose name<sup>s</sup> are subscribed to the foregoing instrument, appeared before me this day in person  
in the State and County aforesaid, and acknowledged and delivered the said instrument to be their act  
and deed for uses and purposes therein set forth.

Given under my hand this 19th day of May, A.D., 19 92  
My commission expires 1-31-94  
*Joseph E. Krohn*  
Notary Public

STATE OF \_\_\_\_\_  
COUNTY OF \_\_\_\_\_

I, \_\_\_\_\_  
in and for said county,  
whose name \_\_\_\_\_  
in the State and County aforesaid,  
and deed for uses and purposes therein set forth.  
Given under my hand and seal this \_\_\_\_\_ day of \_\_\_\_\_, A.D., 19\_\_\_\_  
My commission expires \_\_\_\_\_

STATE OF \_\_\_\_\_  
COUNTY OF \_\_\_\_\_

I, \_\_\_\_\_ in and for said county, in the state aforesaid, certify that \_\_\_\_\_

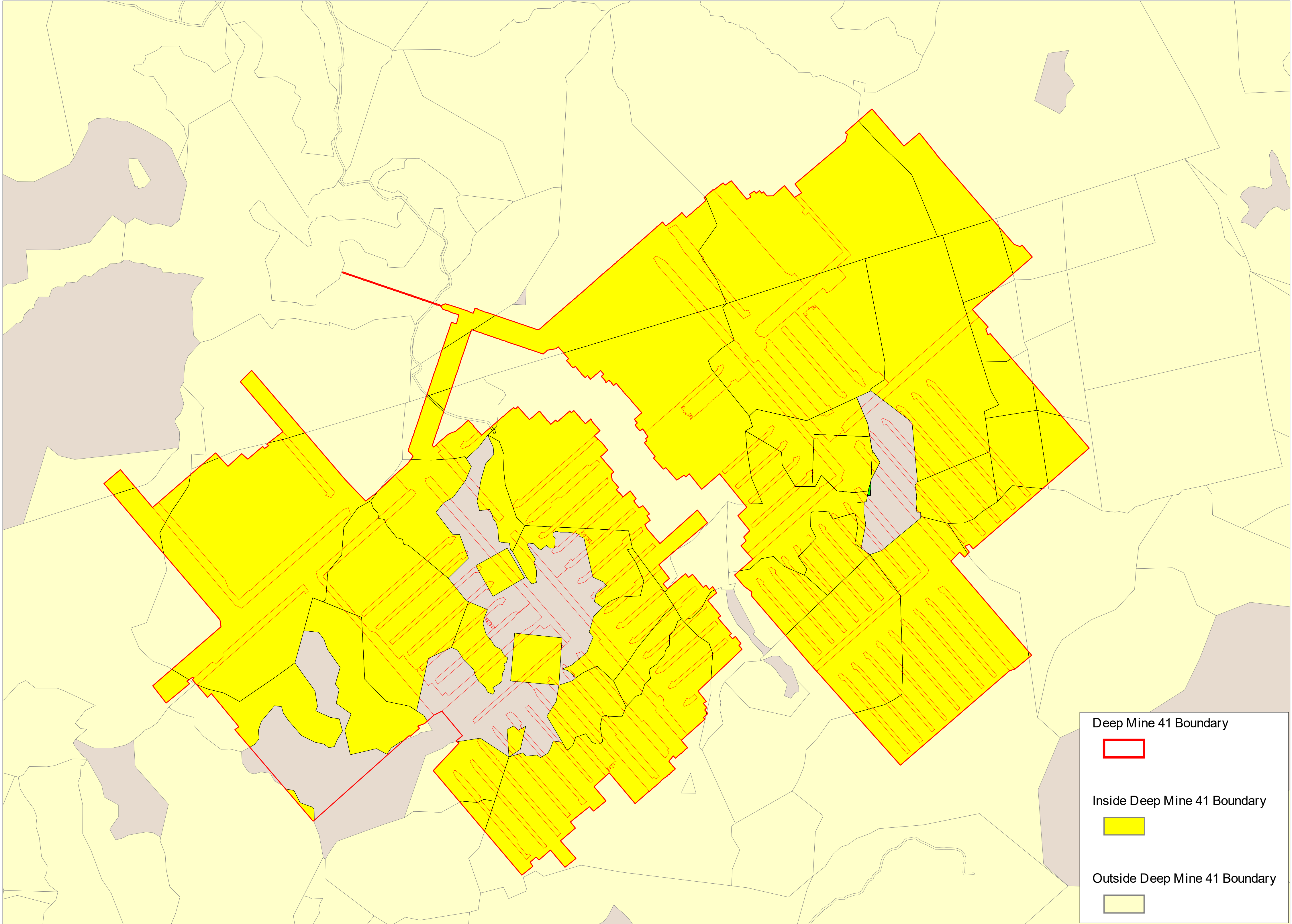
Recorded: Deed Book \_\_\_\_\_ P \_\_\_\_\_  
039 State Tax \$ 1.35  
213 County Tax \$ .45  
212 Transfer \$ \_\_\_\_\_  
301 Recording \$ 1.00  
145 VSLF \$ 1.00  
038 State Tax \$ \_\_\_\_\_  
\$ 58-54(b) \$ \_\_\_\_\_  
220 Local Tax \$ \_\_\_\_\_  
222 Local Tax \$ \_\_\_\_\_  
223 Local Tax \$ 14.80  
Teste: *William J. ...* Clerk  
B. *William J. ...* d.c.

Clerk's Office  
Dickenson County, Virginia  
Filed and admitted to record,  
this 13 day of August, 1992  
at \_\_\_\_\_  
870 00

erson \_\_\_\_\_  
efore me this day in person \_\_\_\_\_ act  
A.D., 19 \_\_\_\_\_

VIRGINIA. In the Clerk's Office of the Circuit Court of Dickenson County. The foregoing instrument was this day presented in the office aforesaid and is, together with the certificate of acknowledgment annexed, admitted to record this 13 day of August, 1992 2:02p M.  
Deed Book No. 285 and Page No. 9

TESTE: *William J. ...* Clerk



Deep Mine 41 Boundary

Inside Deep Mine 41 Boundary

Outside Deep Mine 41 Boundary

1 0 mi

# EXHIBIT N

## PAID UP COALBED METHANE LEASE

**THIS PAID UP COALBED METHANE LEASE** ("Lease"), made this \_\_\_\_\_ day of January, 2022, between ENERVEST XIV-A NORA LLC (50.10494%), ENERVEST ENERGY INSTITUTIONAL FUND XIV-A1, L.P. (15.00000%) and ENERVEST XIV-WIC NORA LLC (34.89506%), each a Delaware limited partnership (collectively referred to as "Lessor") c/o EnerVest Operating, L.L.C. whose address is 408 W Main Street, Abingdon, VA 24210, and Keyrock Energy, L.L.C., a Delaware limited liability corporation, whose address is 207 E. Main Street, Suite 2-D, P.O. Box 2223, Johnson City, TN 37605 ("Lessee").

1. **Grant.** Lessor, in consideration of the sum of One and no/100 dollars (\$1.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged and of the covenants and agreements herein contained, does hereby grant unto Lessee all of the coalbed methane ("CBM"), in and under the lands hereinafter described together with the exclusive right to explore, drill and operate for, produce, flare, and market CBM, the right to lay pipeline to transport CBM from the lands leased hereunder and other lands, the right to build and install such tanks, equipment and structures ancillary thereto to carry on operations for CBM, together with the right to enter thereon at all times and to occupy, possess and use so much of said premises as is necessary and convenient for all purposes described herein. Lessee shall have the right to stimulate or fracture the coal seam to facilitate the production of CBM, subject to the depth restrictions in the Addendum attached hereto, and the appropriate regulatory and mineral estate approvals required.

2. **Description.** This Lease covers the premises situated between the waters of the Buffalo Creek and Caney Creek of Dickenson County, Virginia, containing See Exhibit 'A' acres, more or less, being the same lands depicted on Exhibit "A" hereto attached commonly known as Deep Mine 41 (the "Leased Premises").

3. **Term of Lease.** This Lease shall remain in force for a primary term of THREE (3) years and as long thereafter as CBM is being produced or Drilling operations have commenced on the Leased Premises.

4. **Royalty:** Lessee shall pay to Lessor a royalty equal to Twelve and One-Half Percent (12.5 %) of the net amount realized by Lessee from the sale and delivery of all CBM produced and sold from the Leased Premises. Such royalty shall be calculated at the mouth of the well after deducting from such royalties Lessor's pro-rata share of reasonable post-production costs, including without limitation (i) all costs of metering, gathering, marketing, compressing, dehydrating, and transporting the produced volumes; (ii) all costs associated with the processing and removal of natural gas liquids and other liquids or gaseous substances or impurities from the produced volumes; and (iii) all costs of any other treatment or processing such deductions shall not exceed sixty cents (\$0.60) per mmbtu of gas produced. Lessee may also deduct from royalties a pro-rata share of any severance or other tax, fee, or assessment imposed by any governmental agency that is levied upon the value of reserves, production or the severance of CBM produced from the Leased Premises. Royalties shall be paid on the volumes of CBM sold by Lessee, and Lessor shall not be entitled to royalties for any line loss or fuel for compression. Payment of royalties for sales made during any calendar month shall be on or about the 30th day after receipt by Lessee of payment for such sales. At the point that monthly royalty payments average less than \$50.00 per month over a 3-month period, Lessee shall have the right, but not the obligation, to make any or all future royalty payments on an annual basis.

5. **Paid-Up Lease.** This is a "Paid-Up Lease." The initial payment as agreed to in the "Order of Payment" (executed contemporaneously herewith) shall operate as a rental and cover the privilege of deferring the commencement of operations for the full term of this Lease. This and all other payments due under this Lease shall be made by cash or check and shall be deemed tendered when either delivered or mailed to Lessor at the above address. There shall be no requirement to pay additional delay rentals under the Lease. If Lessor owns a lesser interest in the Leased Premises than the entire undivided fee simple estate therein, then the royalties and rentals provided for herein shall be paid to the Lessor only in the proportion that its interest bears to the whole and undivided fee.

6. **Ownership Changes.** Lessee reserves the right to mortgage its interest in whole or part without prior notice to the Lessor.

7. **Regulation and Delay.** This Lease shall be subject to all laws and governmental rules and regulations. This Lease shall not terminate, in whole or in part, nor shall Lessee be held liable for failure to comply herewith, if compliance is prevented would result in the breach of any such law or governmental rule or regulation. Lessor grants Lessee the authority to compromise or settle any disputes with government agencies relating to this Lease or production therefrom. In the event the Lessee is unable

to perform any of the acts to be performed by the Lessee by reason of force majeure including but not limited to acts of God, strikes, riots, and governmental restrictions, this Lease shall nevertheless remain in full force and effect until the Lessee can perform said act or acts.

8. **Pooling:** Lessee is hereby granted the right at any time to unitize or pool the Leased Premises or any portion thereof, subject to the depth restrictions contained herein, with any other lands for the production of CBM. Operations upon and production from the unit shall be treated as if such operations were upon or such production were from the Leased Premises whether or not the well or wells are located thereon, provided, however, that Lessee shall pay Lessor, in lieu of other royalties thereon, only such proportion of the royalties stipulated in Paragraph 4 as the amount of Lessor's acreage placed in the unit, or Lessor's royalty interest therein on an acreage basis, bears to the total acreage in the unit. Lessee shall have the right to amend, alter or correct any such drilling unit or consolidation at any time in the same manner as herein provided.

9. **Entireties.** If the Leased Premises is owned by two or more parties, or the ownership of any interest therein should hereafter be transferred by sale, devise or operation of law, said land, nevertheless, may be held, developed and operated as an entirety, and the rentals and royalties shall be divided among and paid to such several owners in the proportion that the acreage owned by each such owner bears to the entire Leased Premises.

10. **Surface Use.** Following completion of any producing well, Lessee shall (a) fill all the pits used during drilling which are not required either for production purposes or by any government regulations; (b) remove all concrete bases, drilling supplies and drilling equipment; and (c) grade, plant, and seed the area disturbed by drilling that is not required in production of the well, where necessary to bind the soil and prevent substantial erosion and sedimentation.

11. **Access Roads.** Lessee shall have the right, but not the obligation, to use existing access roads currently owned and maintained by Lessor. If Lessee elects to use an access road, Lessee will provide to Lessor a map of the road and the anticipated dates of usage, and Lessor and Lessee will enter into a joint maintenance agreement that is equitable for use of the road. Lessee may upgrade any of Lessor's access roads they may use with prior written consent from the Lessor, and all upgrades and repairs will be performed in accordance with Virginia Department of Energy standards. Under no circumstances will Lessee cause damage or loss to any access road, and will immediately repair any such damage at Lessee's sole expense.

12. **Electricity.** Lessor agrees, to the extent it has an existing source of electricity with excess electricity available in any area where Lessee is engaged in the exploration or production of Methane from the Lands, and to the extent permitted by applicable law or regulation, Lessee shall be permitted to access Lessor's source of electricity to obtain electricity for use in connection with Lessee's methane exploration and production operations. Lessee shall pay any expenses associated with accessing Lessor's electrical grid and with Lessee's use of electricity.

13. **Release of Lease.** Lessee may at any time surrender all or any part of this Lease by recording a release of lease in Dickenson County, Virginia and delivering or mailing a copy of said release with recording reference to Lessor.

14. **Breach or Default.** In the event Lessor believes that the Lessee has not complied with any of its obligations hereunder, Lessor shall notify Lessee in writing, setting out specifically in what respects Lessee has breached this Lease. Lessee shall then have thirty (30) days after receipt of said notice within which to resolve or commence to resolve all or any part of the breaches alleged by Lessor. Lessor shall not bring any cause of action against Lessee for breach of the Lease sooner than thirty (30) days after service of such notice on Lessee, and only if Lessee has failed to resolve or failed to commence to resolve all or any part of the breaches alleged by Lessor. Neither the service of said notice nor the doing of acts by the Lessee aimed to resolve any or all of the alleged breaches shall be deemed an admission or presumption that Lessee has failed to perform all its obligations hereunder.

15. **Agreement.** This Lease and all its terms, conditions, and stipulations shall extend to and be binding on all heirs, successors and assigns of Lessor or Lessee. This Lease contains all of the agreements and understandings of the Lessor and the Lessee respecting the subject matter hereof and no implied covenants or obligations, or verbal representations or promises, have been made or relied upon by Lessor or Lessee supplementing or modifying this Lease or as an inducement thereto. All implied covenants are hereby disclaimed by the Lessor and Lessee, including, but not limited to, any implied duty to market and implied duty to develop the CBM.



**Lessee:**

**Keyrock Energy LLC**

By: *Morgan Pate*  
Name: Morgan Pate  
Title: Authorized Agent

**ACKNOWLEDGEMENT**

STATE OF TENNESSEE                    )  
  ) §  
COUNTY OF WASHINGTON            )

The foregoing instrument was acknowledged before me this 10<sup>th</sup> day of January, 2022 by Morgan Pate, as Authorized Agent of KEYROCK ENERGY, LLC, on behalf of the limited liability company.

My Commission Expires: 6-27-23



*Dina Y. Shirley*  
Notary Public

## Lease Addendum

1. **Indemnification.** Lessee agrees to indemnify, protect, save harmless and defend Lessor from and against any loss, injury, damage, claim, reclamation requirement of the Virginia Department of Mines, and Minerals (DMME), environmental damage or expense occurring as a result of the Lessee's use of the Leased Premises or which would not have occurred but for the Lessee's use of the Leased Premises, except to the extent any such loss, injury, damage, claim or expense is caused by the Lessor's negligence.

2. **Assignment.** This Lease shall not be assigned in part or whole without the expressed written consent of the Lessor.

3. **Existing Coal Agreement.** Lessor acknowledges that the Leased Premises are subject to an unrecorded Letter Agreement dated 9-12-2018 by and between Contura, ACIN, & etc. for the purpose of laying out guidelines for the co-development of the Coal, Oil, Gas, and Coal Bed Methane on jointly owned properties located in Dickenson and Buchanan Counties, Virginia. Lessor further acknowledges that they are subject to said agreement.

4. **Depth Restriction.** The terms of this Lease are confined to the mined interval of Deep Mine No. 41, otherwise defined as the Jawbone Seam. This Lease does not include and there is hereby excepted and reserved unto the Lessor any and all oil, gas, and other mineral bearing strata, as well as all coals and coalbed methane both shallower and deeper than targeted Deep Mine No. 41. contained within the Jawbone Coal Seam.

5. **Royalty on Sale of Electricity or Sale of Carbon Credits.** Lessor shall receive a royalty of Twelve and One-Half Percent (12.5%) of the gross proceeds actually received by Lessee or any of Lessee's affiliates from the sale of electricity generated from combustion of the CBM and/or the sale of Carbon Credits (as defined herein) from the CBM, minus this same percentage share of all Post-Production Costs and minus this same percentage share of all production, severance and ad valorem taxes.

(a) Carbon Credit, as used herein, means a product representing the removal, limitation, reduction, avoidance, sequestration, or migration of greenhouse gas emissions generated or issued under any governmental or non-governmental program. By way of example, this includes California Carbon Offsets ("CCO"), which are credits issued by the California Air Resources Board.

6. **Shut-in Payments.** Lessee may, at its option, cease production from any part or all of the wells located on the Leased Premises, or any wells located on another tract pooled with the Leased Premises for the necessary maintenance or repair of Lessee's equipment, an event of force majeure, or when production from the specific mine as shown in Exhibit "A" has reached its annual production limit as defined by the equations set forth in the Compliance Offset Protocol Mine Methane Capture Projects, California Environmental Protection Agency, Air Resources Board, upon five (5) days written notice to Lessor, without such cessation of production operating to terminate the Lease.

(a) Lessee shall tender to Lessor on the first day of the month following the initial cessation of production a shut-in payment of One Thousand Dollars (\$1,000.00). Lessee shall continue to tender to Lessor shut-in payments of One Thousand Dollars (\$1,000.00) on the first of each month until the well or wells have been returned to production.

(b) After twelve (12) continuous months of no production, the shut-in payment shall be increased to One Thousand Five Hundred Dollars (\$1,500.00) per month, paid in quarterly installments.

(c) The shut-in payments may be suspended at any time by Lessee upon Lessee's written notice to Lessor, accompanied by Lessee's executed release of Lease.

(d) The Lease shall terminate automatically, and Lessee shall record a release of lease in Dickenson County, Virginia, after twenty-four (24) continuous months of no production.

7. **Commingling.** Lessee may commingle the production from the Leased Premises ("Produced CBM") with coal bed or coal mine methane produced from properties other than the Leased Premises ("Other Methane") prior to its sale. In the event the Produced CBM is commingled, Lessee shall install meters capable of measuring all Produced CBM from the Leased Premises, and all Other

Methane commingled with the Produced CBM. Lessor's royalties shall be determined by prorating total sales from Lessee's system according to the ratio of Produced CBM and Other Methane introduced into Lessee's system.

8. **Lessor's Title Information.** Lessor agrees to make available to Lessee for inspection and copying all existing title information in Lessor's possession concerning the Leased Premises. Lessor makes no warranties concerning the completeness or accuracy of any such information and shall have no obligation to extend, update, or supplement any title information for Lessee's use. For purposes of this paragraph, "title information" includes but is not limited to abstracts, title insurance policies and commitments and title opinions.

9. **Leasehold Limitation.**

(a) Lessee has familiarized itself with the deeds and title papers under which Lessor owns the rights granted hereunder, and the parties hereto understand that this Lease only grants such rights as are owned by Lessor as of the effective date and which it has the right to grant.

(b) It is the duty of Lessee to familiarize itself with the exact location of the Leased Premises and to ensure that all development activities are confined to the Leased Premises.

(c) The parties hereto agree that, if mining operations heretofore have been conducted on or under the Leased Premises, Lessor has not made and does not now make any representations concerning the condition of any seam of coal on the Leased Premises, previous mining thereon, or the condition of the surface, structures, or works therein or thereon.

(d) Lessee acknowledges that, prior to the execution of this Lease, it (a) has made an independent examination of data concerning the Leased Premises, (b) has inspected the Leased Premises and is familiar with the physical condition thereof, and (c) has fully informed itself as to all existing conditions and limitations applicable to the Leased Premises. Lessee acknowledges that it has independently analyzed any information provided by Lessor with regard to the Leased Premises and agrees that the furnishing of any information to the Lessee shall not constitute a representation that such information is accurate or complete or a warranty that the Leased Premises confirms thereto. Lessee accepts the CBM and Produced CBM as is and without any warranty, expressed or implied, with regard to the quality of the gas or gas volumes realized by Lessee.

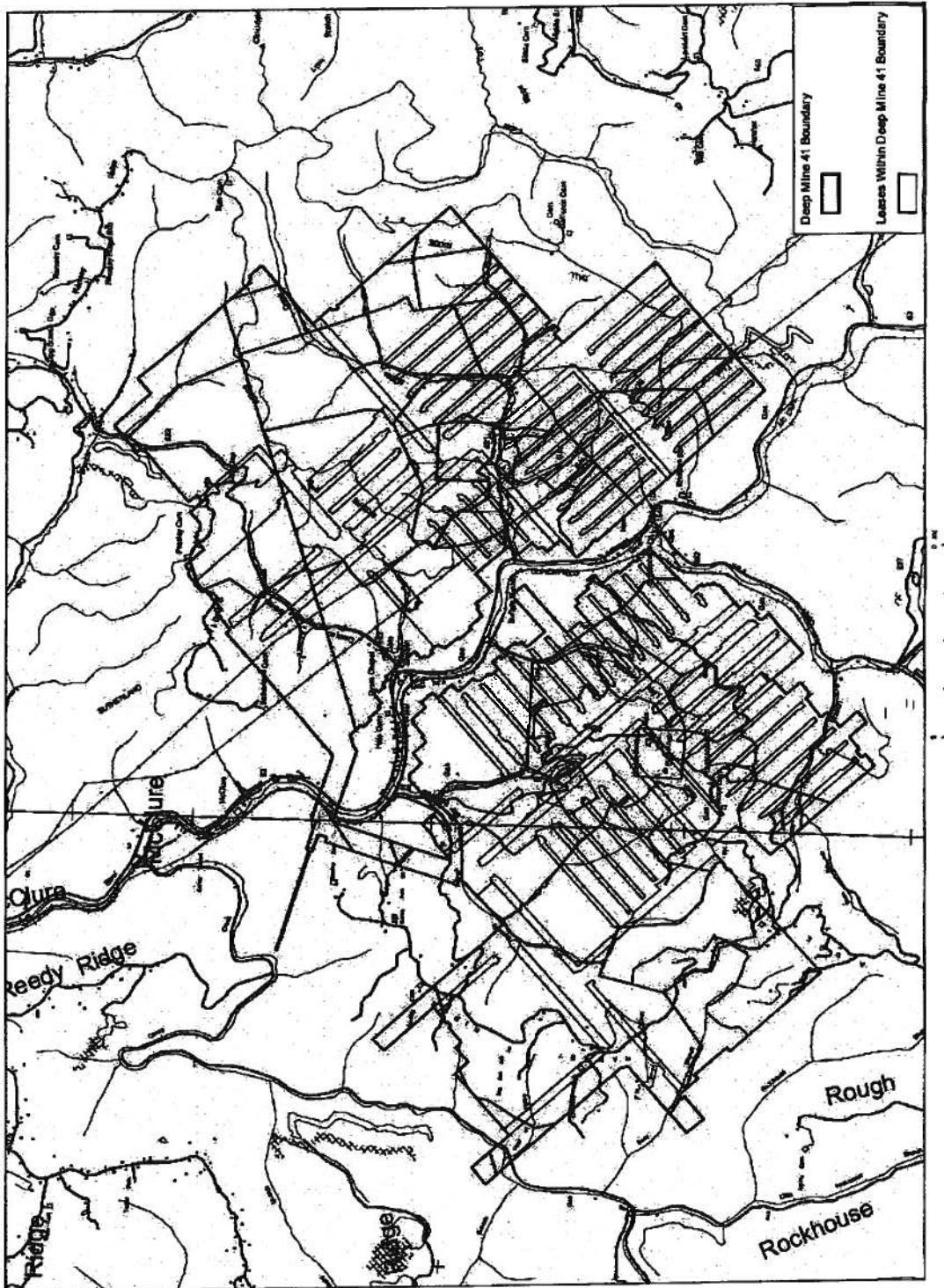
(e) Nothing herein contained shall be deemed or construed to be a covenant for quiet enjoyment or a warranty of title on the part of the Lessor, either express or implied, but Lessee must respect and observe all limitations or defects in the title of Lessor in and to the Leased Premises, said land, coal rights, and all other rights appurtenant thereto. It is likewise understood by Lessee that Lessor gives no warrant as to the quality or quantity of the gas contained in the abandoned mines and assumes no liability due to any deficiency that may exist or develop therein.

(f) To the best of Lessor's knowledge, there are no conflicts between this Lease and any other lease or license issued by Lessor. However, if a conflict arises as to the extent of the boundaries or an overlapping with Lessor's other leases or licenses, then the lease or license that first became effective shall prevail and Lessor shall have no liability or obligation to Lessee as a result thereof.

(g) Lessor does not claim ownership of or any rights to the surface of the Leased Premises other than those surface rights conveyed to Lessor in its deeds.

10. **Insurance.** At all times while operations are conducted upon the Leased Premises, Lessee shall comply with the workers compensation law of the state in which its operations are being conducted. Lessee shall require all contractors engaged by it with respect to any of the operations to comply with the workers compensation law of the state where the applicable operations are being conducted.

Exhibit "A"



## FORCED POOLED ENTITY TERM SHEET

### KEYROCK ENERGY

This Term Sheet sets out the primary terms for the Active Mine Methane Deep Mine 41 Project to be entered into between Keyrock Energy and any/all Forced Pooled interests for the development and operation of mine methane abatement. This Term Sheet is a statement of the present intent of the Lessor and is not intended to create legally binding obligations.

- **Pooled Lands:** An Exhibit shall accompany any agreement depicting the pooled acreage and the ownership percentage of each mineral owner within the pool for the purpose of royalty calculations.
- **Term:** The Agreement shall remain in force for a primary term of three years and as long thereafter as CBM/CMM/GOB gas is being produced.
- **Royalty:** Lessee shall pay 12.5% royalties on the sale of Carbon Credits, to be calculated as a percentage of interest owned within the pool.
- **Depth Restriction:** All terms of this lease are confined to the mined-out interval of Deep Mine No. 41, otherwise defined as the Jawbone Seam.
- **Surface Use:** The Agreement does not allow Keyrock to use private driveways for access, or private lands for drilling, without the express written consent of the surface owner.
- **Shut-in Payments:** In the event that production has ceased from the proposed well within the pooled boundary, Lessee shall tender to Lessor a shut-in royalty on the first day of the month following the initial cessation of production a payment of \$1,000.00. Lessor shall continue to tender to Lessor shut-in payments in the amount of \$1,000.00 per month until such time as the well is plugged or production resumes. The Shut-in Payment is not calculated on a percentage of acreage inside the Pool, but is a payment of \$1,000.00 per Lessor

# OIL AND GAS LEASE

FROM

A.J. McKinney and Alma L. McKinney, husband and wife

#3 Rio Verde Way, Port St. Lucie, Florida 34952

TO

Equitable Resources Exploration  
a division of  
Equitable Resources Energy Company  
Two Executive Park Place  
1989 East Stone Drive  
Kingsport, TN 37660

DATE May 26, 1992

TERM Five (5) Years

NO. ACRES 38.0

MAP LOCATION Nora Quad

STATE Virginia

COUNTY Dickenson

RECEIVED FOR RECORD \_\_\_\_\_, 19 \_\_\_\_\_

RECORDED \_\_\_\_\_, 19 \_\_\_\_\_

IN BOOK \_\_\_\_\_, PAGE \_\_\_\_\_

STATE OF \_\_\_\_\_  
COUNTY OF \_\_\_\_\_

I, \_\_\_\_\_, a \_\_\_\_\_  
in and for said county, in the state aforesaid, certify that \_\_\_\_\_

\_\_\_\_\_ personally known to me to be the same person \_\_\_\_\_  
whose name \_\_\_\_\_ subscribed to the foregoing instrument, appeared before me this day in person  
in the State and County aforesaid, and acknowledged and delivered the said instrument to be \_\_\_\_\_ act  
and deed for uses and purposes therein set forth.

Given under my hand this \_\_\_\_\_ day of \_\_\_\_\_, A.D., 19 \_\_\_\_\_  
My commission expires \_\_\_\_\_  
Notary Public

STATE OF \_\_\_\_\_  
COUNTY OF \_\_\_\_\_

I, \_\_\_\_\_, a \_\_\_\_\_  
in and for said county, in the state aforesaid, certify that \_\_\_\_\_

\_\_\_\_\_ personally known to me to be the same person \_\_\_\_\_  
whose name \_\_\_\_\_ subscribed to the foregoing instrument, appeared before me this day in person  
in the State and County aforesaid, and acknowledged and delivered the said instrument to be \_\_\_\_\_ act  
and deed for uses and purposes therein set forth.

Given under my hand this \_\_\_\_\_ day of \_\_\_\_\_, A.D., 19 \_\_\_\_\_  
My commission expires \_\_\_\_\_  
Notary Public

## OIL AND GAS LEASE

**This Agreement**, made the 26th day of May, 19 92

between A.J. McKinney and Alma I. McKinney, husband and wife  
#3 Rio St. Lucie

Port St. Lucie, Florida 34952

hereinafter called Lessor,

Equitable Resources Exploration, a division of Equitable Resources Energy Company, a corporation, of  
Kingsport, TN 37660, hereinafter called Lessee.

**WITNESSETH:** That the Lessor, in consideration of One Dollar (\$1.00), in hand paid by the Lessee, receipt of which is hereby acknowledged, and of the covenants and agreements hereinafter contained, hereby grants, demises, leases and lets unto the Lessee, its successors and assigns, all that certain tract of land hereinafter described, for the sole and only purpose, and with the exclusive right of operating for, producing and marketing oil and gas, coalbed methane gas, and all associated hydrocarbons and all products produced therewith or which may be derived therefrom; storing gas of any kind, regardless of the source thereof, in the oil and gas strata including the injecting of gas therein and removing the same therefrom; protecting stored gas; conducting geological and geophysical surveys and explorations; pooling or unitizing the leased premises or part thereof with other lands to form operating units for any or all of the purposes of this agreement; together with the right-of-way and servitudes for pipe lines, telephone and telegraph lines, structures, houses and buildings, and all other rights and privileges necessary, or deemed necessary, incident to or convenient for the economic operation of this land, and any other lands, the oil or gas rights in which, or the control thereof, Lessee now has or owns, or which may be hereafter acquired by Lessee, successor, or assigns, by any manner of conveyance or contract, for oil or gas or coalbed methane gas and associated hydrocarbons with the right to use, for such purposes, free of charge, oil, gas and water, produced from or on the premises; and with the right, but without obligation, either during or after or after the term hereof, to remove all and any property and improvements which Lessee, successors or assigns, may place or erect on the premises, and to plug any well or wells drilled thereon, together with the right to transport through the property hereby leased any and all oil, gas, coalbed methane gas, and other hydrocarbons produced by Lessee, its successors and assigns, from the property including the right-of-way and easement to lay, construct, use, maintain, operate, change, replace and remove pipe line or pipe lines for such transportation.

Said land is situate in Ervinton District Dickenson County, State of Virginia  
bounded and described as follows:

On the North by the lands of Clinchfield Coal Co.

On the East by the lands of Mildred Patton

On the South by the lands of Marvin Rowlett

On the West by the lands of Arlin French

On the waters of Big Spraddle, containing

Thirty-Eight and 00/100 (38.0) acres, more or less,

including premises conveyed to Lessor by Amie Rose; Unrecorded Affidavits of Descent of  
Eura McKinney and Jasper McKinney

by deed

recorded in Deed Book 110, Page 316, Dickenson County/  
Circuit Court Clerk's Office.

**TO HAVE AND TO HOLD** said lands and privileges for the said purposes for and during the period of Five

( 5 ) years from May 26, 19 92, and for as long thereafter as the leased premises or other lands with which the leased premises or part thereof is pooled or unitized are operated in the search for or production of oil or gas, or as long as the same is used for underground storage of gas and the removal thereof, either through the operation of a well or wells on the above described tract of land or on tracts in the same storage field, or as long as said land is used for the protection of stored gas, alone or in conjunction with other lands, and in the event oil or gas is found in paying quantities and later becomes exhausted, this lease shall continue in force for one (1) year after all wells on the leased premises, or on the part or parts thereof pooled with other land or leases in the vicinity thereof, have been plugged in compliance with State and/or Federal Regulations, all with an extended term by payment of rentals as hereinafter set forth. It is expressly understood and agreed that the Lessee shall be the sole judge as to whether gas is being stored in said land, held in storage therein, or whether said land is being used for the protection of stored gas, and Lessee's determination thereof shall be final and conclusive.

Lessee agrees to commence a well on said premises on or before the 26th day of May, 19 93,

or thereafter to pay the Lessor a delay rental at the rate of Three and 00/100 (\$ 3.00 ) per acre per annum

payable annually in advance, beginning May 26, 19 93, until, but not after, a well yielding royalty to the Lessor is drilled and oil and/or gas is marketed therefrom or a storage well is completed under the terms hereof, or this lease surrendered. Any rental paid for time beyond the date oil, gas or associated hydrocarbons is first marketed or the date a storage well is completed shall be credited upon the first royalty for oil and/or gas or the first payment for such storage well.

When said land is used for the storage of gas (but there is no well on said land), or for the protection of gas storage on lands in the general vicinity, the Lessee covenants and agrees to pay to the Lessor, quarterly in advance, an annual storage rent of Two Dollars (\$2.00) per acre per annum until a well is completed or this lease is surrendered.

Any rent paid for time beyond the date of completion of a well shall be credited upon the first royalty due upon the same.

The Lessee is hereby given the right to convert any gas well heretofore or hereafter drilled upon the leased premises to a gas storage well and at the time of conversion to storage, if gas is still being produced therefrom, Lessee shall pay Lessor for the estimated recoverable gas remaining in the well. In arriving at the volume of said recoverable gas, the Lessee shall use such methods of calculating gas reserves as are generally accepted by the natural gas industry, and the Lessor shall be paid therefor at the rate prescribed hereinafter.

Lessee is hereby given the right at its option, at any time from the date hereof while this agreement shall be in effect and from time to time within such period, to pool all or any part or parts of the leased premises or rights therein with any other land in the vicinity thereof, or with any leasehold, operating or other rights or interests in such other land to create units of such size and surface acreage as Lessee may desire, but containing not more than 640 acres plus 10% acreage tolerance. If at any time larger units are required under any then applicable law, rule, regulation or order of any governmental authority for the drilling, completion, or operation of a well, any such unit may be established or enlarged to conform to the size specified. Each unit may be created by governmental authority or by a written declaration-notice executed by Lessee and delivered to Lessor containing a description of the unit so created, specifying the mineral stratum or horizon so pooled, if so limited. Any well which is commenced, or is drilled or is producing on any part of any lands theretofore or thereafter so pooled shall, except for the payment of royalties, be considered a well commenced, drilled, and producing on the lands hereby leased. There shall be allocated to the portion of the leased premises included in any pooling such proportion of the actual production from all lands so pooled as such portion of the leased premises, computed on an acreage basis, bears to the entire acreage of the lands so pooled. The production so allocated shall be considered for the purpose of payment or delivery of royalty to be the entire production from the portion of the leased premises included in such pooling in the same manner as though produced from such portion under the terms of this lease. Each of said options may be exercised by Lessee from time to time, and a unit may be formed either before or after a well has been drilled or production has been established on the leased premises or on a portion of the leased premises which is included in the pool or on other lands which are pooled therewith.

It is agreed that said Lessee may drill or not drill on the leased premises as it may elect, and the consideration and rentals paid and to be paid constitute adequate compensation for such privilege.

As a royalty, Lessee agrees to deliver to the credit of Lessor, heirs or assigns, free of cost, into the tanks or pipe lines to which it may connect its well or wells, the equal one-eighth (1/8) part of all oil produced and saved from the leased premises; and the Lessee agrees to pay a royalty for all gas except stored gas and gas produced from the storage horizon or horizons produced, saved and marketed from the leased premises at the rate of one-eighth (1/8) of the proceeds received by the Lessee at the well. Royalty payments shall constitute the entire consideration to Lessor for such gas including the gasoline and other content thereof. Lessor shall pay a proportionate part of all excise, depletion, privilege and production taxes now or hereafter levied, assessed or charged on oil or gas produced from said premises. It is agreed, however, that gas produced from any well or wells may be taken by Lessee for fuel in its operation on said premises, free of charge, but if other use be made of the gas from any oil well or gasoline extracted therefrom, then Lessee shall pay at the rate of Twenty-five Dollars (\$25.00) annually for the gas from each oil well while so utilized.

Lessee shall pay Three Hundred Dollars (\$300.00) per year in quarterly installments payable in advance for each well utilized or classified by the Lessee as a gas storage well, except that in the event said storage well payment is less than the Lessor would receive as rental, then the Lessee shall pay to the Lessor in addition, the difference between the storage well payment and the said rental payment. Lessee shall have the right to install and maintain on said premises all necessary equipment and appliances to do any and all other things as may be reasonably necessary for the purpose of utilizing said premises for the production and storage of gas, as well as the injection of gas therein and the removal of same therefrom.

When all wells, except gas storage wells, on said land are shut in by Lessee for a continuous period of thirty (30) days or longer, the Lessee shall pay to the Lessor a royalty, equal to and in lieu of the delay rental amount, annually, prorated on a monthly basis, payable monthly, quarterly, annually, or at the end of such shut in period; provided that a carrying rental is not being paid at that time.

All monies payable to Lessor hereunder may be paid by checks payable as follows:

A.J. McKinney and Alma L. McKinney

#3 Rio Verde Way

Port St. Lucie, Florida 34952

delivered in person or mailed to payee at the above address

and the delivery of said checks or their deposit, in the mail, properly stamped and addressed as above provided, shall constitute full payment of the amounts shown thereon.

If the Lessor does not have title to all the oil and gas under the above premises, Lessor agrees on demand made to refund rental and royalty paid, and release Lessee from the payment of future rental and royalty, in the proportion that the outstanding interest or title bears to the whole tract. If the acreage or area herein recited is in excess of the true quantity of land in said premises, Lessor agrees upon demand made to refund rental paid and to release Lessee from the payment of future rental in the proportion that the excess of recited acreage over the true acreage in the leased premises bears to the recited acreage. If the recited acreage or area be found to be less than the true quantity of land in said premises, Lessee, on demand made, shall pay up the arrears or deficiency in rental payments on the basis of the excess of the true over the said recited acreage and thereafter pay the rental under this lease on the basis of the true acreage.

In the event of the death of any person entitled or authorized, or who may hereafter be authorized or entitled hereunder to receive rental or royalty, the Lessor for himself, his heirs, personal representatives and assigns, covenants that notice in writing, executed by all of such heirs, representatives or assigns, shall be delivered to the Lessee, its successors or assigns, stating (1) the date of such death and the name or names of the person or persons succeeding to the right to receive such money, (2) the proportions in which said money is to be divided between said persons, and (3) the post office address of each of such persons; and until the receipt of such notice strictly conforming to the provisions hereof, the Lessee may withhold the payment of such rental or royalty without incurring any liability or prejudicing its rights under this lease; and in case a dispute arises at any time as to the amount of payments or the proper payee thereof; Lessee may withhold the same, without liability or interest on the money withheld, until the right thereto is determined either by written agreement between the disputing parties or by final order of a court of competent and final jurisdiction, in a suit to be filed and prosecuted to judgment by and between the disputing parties, or, in an action of interpleader, instituted by Lessee or its assigns and until such agreement or certified copy thereof, or certified copy of such judgment be filed with Lessee, its successors or assigns.

In the event this lease or any part thereof or any rights thereunder shall be transferred by Lessor, heirs, personal representatives or assigns, Lessor, for himself, his heirs, personal representatives or assigns, covenants with Lessee, its successors and assigns, to furnish a certified copy of the recorded instrument by which said transfer shall be effected, together with a memorandum of the post office address of such transferee; and until such covenant shall be strictly complied with all rental or royalty then or thereafter falling due may be withheld without rendering liable or prejudicing the rights hereunder of Lessee, its successors or assigns.

If the leased premises are hereafter owned in severalty or in separate tracts the premises, nevertheless, shall be developed and operated as an entirety, and royalties shall be paid to each separate owner in the proportion that the acreage owned by him bears to the entire leased acreage.

And it is hereby agreed that in the event this lease shall be assigned by Lessee as to a part or parts of the above described lands, and the privilege of assigning in whole or in part is expressly granted, and the assignee or assignees of such part or parts shall make default in the payment of the proportionate part of the rental due from him or them, such default shall not operate to defeat or affect this lease in so far as it covers a part or parts of said lands upon which the said Lessee or any assigns thereof shall make due payment of said rental; and in case this lease is assigned, in whole or in parts, all of Lessee's liabilities and obligations hereunder shall thereupon cease and terminate entirely, or as to the parts assigned, as the case may be, except as to such rental and royalty as is due and payable at the time of such assignment.

The term gas as used herein includes coalbed methane gas and all associated hydrocarbons. Lessor hereby excepts and reserves unto itself, its successors, heirs and assigns all coal and associated mining rights.

In the event default shall be made by the Lessor in the prompt payment of any refund for rental or royalty which may become due and payable to the Lessee as hereinbefore provided then the Lessee shall have the right and privilege to deduct said amount or amounts from the rental or royalty thereafter accruing hereunder.

It is further agreed that no wells shall be drilled within two hundred (200) feet of the principal buildings upon said land except by mutual consent; that all pipe lines laid, except those used to conduct gas and water to drilling wells, shall be buried; and that the Lessee shall pay for all injury done to growing crops and fences in its operations hereunder.

It is further agreed that the Lessee, its successors or assigns, shall have the right to surrender this lease at any time upon the payment of One Dollar (\$1.00) and all amounts accrued hereunder to the date of said surrender, and upon such surrender the Lessee shall be relieved from further payment of rental or royalty and the performance of any other of the covenants contained herein. If this lease is placed upon record, the Lessee shall, when requested by Lessor upon Lessee's abandonment or surrender thereof, give to the Lessor a proper release duly acknowledged, and the Lessor agrees that the recordination of a deed of surrender, in general terms to the Lessor, his heirs, personal representatives, or assigns, in the proper county and deposit in the post office of a check payable as above provided for said last mentioned sum and all amounts then accrued hereunder, shall be and shall be accepted as full and legal surrender of the Lessee's rights under this lease.

It is expressly agreed between the parties that this instrument embraces the entire understanding and contract between the parties; and any agreements or representations, verbal or written, made by any person on behalf of either the Lessor or the Lessee not contained in this lease are unauthorized and do not bind the parties.

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

IN TESTIMONY WHEREOF, the parties hereto have signed their respective names as of the day and date first herein written.

WITNESSES:

LESSORS:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

A.J. McKinney 578-38-2213  
A.J. McKinney SS# FDL#M25001025092  
Alma L. McKinney 577-34-6391  
Alma L. McKinney SS#  
FDL#M25000523601

by: Thomas J. O'Neill  
THOMAS J. O'NEILL  
VICE PRESIDENT

This instrument prepared by:  
Bob Powell  
Bob Powell P.O. Box 617, Norton, VA 24230  
FDL#M25001025092

STATE OF Florida  
COUNTY OF St Lucie

I, \_\_\_\_\_ the undersigned \_\_\_\_\_ a \_\_\_\_\_ notary public  
in and for said county, in the state aforesaid, certify that A.J. McKinney and Alma L. McKinney, husband and wife

\_\_\_\_\_ personally known to me to be the same persons  
whose name S are subscribed to the foregoing instrument, appeared before me this day in person  
in the State and County aforesaid, and acknowledged and delivered the said instrument to be \_\_\_\_\_ their \_\_\_\_\_ act  
and deed for uses and purposes therein set forth.

Given under my hand this 4 day of May, A.D., 1992  
My commission expires \_\_\_\_\_

Ina Joyce Kyker  
Notary Public

STATE OF \_\_\_\_\_  
COUNTY OF \_\_\_\_\_

I, \_\_\_\_\_ a \_\_\_\_\_  
in and for said county, in the state aforesaid, certify that \_\_\_\_\_

\_\_\_\_\_ personally known to me to be the same person \_\_\_\_\_  
whose name \_\_\_\_\_ subscribed to the foregoing instrument, appeared before me this day in person  
in the State and County aforesaid, and acknowledged and delivered the said instrument to be \_\_\_\_\_ act  
and deed for uses and purposes therein set forth.

Given under my hand this \_\_\_\_\_ day of \_\_\_\_\_ A.D., 19 \_\_\_\_\_  
My commission expires \_\_\_\_\_  
Notary Public

STATE OF \_\_\_\_\_  
COUNTY OF \_\_\_\_\_

I, \_\_\_\_\_ a \_\_\_\_\_  
in and for said county, in the state aforesaid, certify that \_\_\_\_\_

VIRGINIA. In the Clerk's Office of the Circuit Court of Dickenson County. The foregoing instrument was this  
day presented in the office aforesaid and is together with the certificate of acknowledgment annexed, admitted to  
record this 29 day of July, 1992 1:17p M.  
Deed Book No. 284 and Page No. 378

TESTE: [Signature] Clerk

# OIL AND GAS LEASE

FROM

Mildred J. Patton and Bill Patton, her husband  
Harry T. Mullins and Pamela Mullins, husband and wife

Rt. 1 Box 800, Clinchco, Virginia 24226

TO

Equitable Resources Exploration  
a division of  
Equitable Resources Energy Company  
Two Executive Park Place  
1989 East Stone Drive  
Kingsport, TN 37660

DATE July 15, 1992

TERM Three (3) Years

NO. ACRES 39.56

MAP LOCATION Nora Quad

STATE Virginia

COUNTY Dickenson

RECEIVED FOR RECORD \_\_\_\_\_, 19 \_\_\_\_\_

RECORDED \_\_\_\_\_, 19 \_\_\_\_\_

IN BOOK \_\_\_\_\_, PAGE \_\_\_\_\_

STATE OF \_\_\_\_\_  
COUNTY OF \_\_\_\_\_

I, \_\_\_\_\_, a \_\_\_\_\_  
in and for said county, in the state aforesaid, certify that \_\_\_\_\_

\_\_\_\_\_ personally known to me to be the same person \_\_\_\_\_  
whose name \_\_\_\_\_ subscribed to the foregoing instrument, appeared before me this day in person  
in the State and County aforesaid, and acknowledged and delivered the said instrument to be \_\_\_\_\_ act  
and deed for uses and purposes therein set forth.

Given under my hand this \_\_\_\_\_ day of \_\_\_\_\_, A.D., 19 \_\_\_\_\_  
My commission expires \_\_\_\_\_  
Notary Public

STATE OF \_\_\_\_\_  
COUNTY OF \_\_\_\_\_

I, \_\_\_\_\_, a \_\_\_\_\_  
in and for said county, in the state aforesaid, certify that \_\_\_\_\_

\_\_\_\_\_ personally known to me to be the same person \_\_\_\_\_  
whose name \_\_\_\_\_ subscribed to the foregoing instrument, appeared before me this day in person  
in the State and County aforesaid, and acknowledged and delivered the said instrument to be \_\_\_\_\_ act  
and deed for uses and purposes therein set forth.

Given under my hand this \_\_\_\_\_ day of \_\_\_\_\_, A.D., 19 \_\_\_\_\_  
My commission expires \_\_\_\_\_  
Notary Public

# OIL AND GAS LEASE

**This Agreement**, made the 15th day of July, 19 92

between Mildred J. Patton and Bill Patton, her husband  
Harry T. Mullins and Pamela Mullins, husband and wife

Rt. 1 Box 800  
Clinchco, Virginia 24226 hereinafter called Lessor,

Equitable Resources Exploration, a division of Equitable Resources Energy Company, a corporation, of  
Kingsport, TN 37660, hereinafter called Lessee.

**WITNESSETH:** That the Lessor, in consideration of One Dollar (\$1.00), in hand paid by the Lessee, receipt of which is hereby acknowledged, and of the covenants and agreements hereinafter contained, hereby grants, demises, leases and lets unto the Lessee, its successors and assigns, all that certain tract of land hereinafter described, for the sole and only purpose, and with the exclusive right of operating for, producing and marketing oil and gas, coalbed methane gas, and all associated hydrocarbons and all products produced therewith or which may be derived therefrom; storing gas of any kind, regardless of the source thereof, in the oil and gas strata including the injecting of gas therein and removing the same therefrom; protecting stored gas; conducting geological and geophysical surveys and explorations; pooling or unitizing the leased premises or part thereof with other lands to form operating units for any or all of the purposes of this agreement; together with the right-of-way and servitudes for pipe lines, telephone and telegraph lines, structures, houses and buildings, and all other rights and privileges necessary, or deemed necessary, incident to or convenient for the economic operation of this land, and any other lands, the oil or gas rights in which, or the control thereof, Lessee now has or owns, or which may be hereafter acquired by Lessee, successor, or assigns, by any manner of conveyance or contract, for oil or gas or coalbed methane gas and associated hydrocarbons with the right to use, for such purposes, free of charge, oil, gas and water, produced from or on the premises, and with the right, but without obligation, either during or after or after the term hereof, to remove all and any property and improvements which Lessee, successors or assigns, may place or erect on the premises, and to plug any well or wells drilled thereon, together with the right to transport through the property hereby leased any and all oil, gas, coalbed methane gas, and other hydrocarbons produced by Lessee, its successors and assigns, from the property including the right-of-way and easement to lay, construct, use, maintain, operate, change, replace and remove pipe line or pipe lines for such transportation.

Said land is situate in Ervinton District Dickenson County, State of Virginia bounded and described as follows:

On the North by the lands of D.W.V. Smith

On the East by the lands of D.W.V. Smith

On the South by the lands of Mae Smith Rowlett

On the West by the lands of Curt Adkins

On the waters of Little Spraddle Creek containing thirty-nine and 56/100 ( 39.56 ) acres, more or less,

including premises conveyed to Lessor by Nancy Smith, a widow; Jeffrey W. Yates et ux

recorded in Deed Book 203; 233 Page 553; 581 Dickenson County/  
Circuit Court Clerk's Office.

**TO HAVE AND TO HOLD** said lands and privileges for the said purposes for and during the period of three ( 3 ) years from July 15, 19 92 and for as long thereafter as the leased premises or other lands with

which the leased premises or part thereof is pooled or unitized are operated in the search for or production of oil or gas, or as long as the same is used for underground storage of gas and the removal thereof, either through the operation of a well or wells on the above described tract of land or on tracts in the same storage field, or as long as said land is used for the protection of stored gas, alone or in conjunction with other lands, and in the event oil or gas is found in paying quantities and later becomes exhausted, this lease shall continue in force for one (1) year after all wells on the leased premises, or on the part or parts thereof pooled with other land or leases in the vicinity thereof, have been plugged in compliance with State and/or Federal Regulations, all with an extended term by payment of rentals as hereinafter set forth. It is expressly understood and agreed that the Lessee shall be the sole judge as to whether gas is being stored in said land, held in storage therein, or whether said land is being used for the protection of stored gas, and Lessee's determination thereof shall be final and conclusive.

Lessee agrees to commence a well on said premises on or before the 15th day of July, 19 93 or thereafter to pay the Lessor a delay rental at the rate of Three and 00/100 ( \$ 3.00 ) per acre per annum

payable annually in advance, beginning July 15, 19 93, until, but not after, a well yielding royalty to the Lessor is drilled and oil and/or gas is marketed therefrom or a storage well is completed under the terms hereof, or this lease surrendered. Any rental paid for time beyond the date oil, gas or associated hydrocarbons is first marketed or the date a storage well is completed shall be credited upon the first royalty for oil and/or gas or the first payment for such storage well.

When said land is used for the storage of gas (but there is no well on said land), or for the protection of gas storage on lands in the general vicinity, the Lessee covenants and agrees to pay to the Lessor, quarterly in advance, an annual storage rent of Two Dollars (\$2.00) per acre per annum until a well is completed or this lease is surrendered.

Any rent paid for time beyond the date of completion of a well shall be credited upon the first royalty due upon the same.

The Lessee is hereby given the right to convert any gas well heretofore or hereafter drilled upon the leased premises to a gas storage well and at the time of conversion to storage, if gas is still being produced therefrom, Lessee shall pay Lessor for the estimated recoverable gas remaining in the well. In arriving at the volume of said recoverable gas, the Lessee shall use such methods of calculating gas reserves as are generally accepted by the natural gas industry, and the Lessor shall be paid therefor at the rate prescribed hereinafter.

Lessee is hereby given the right at its option, at any time from the date hereof while this agreement shall be in effect and from time to time within such period, to pool all or any part or parts of the leased premises or rights therein with any other land in the vicinity thereof, or with any leasehold, operating or other rights or interests in such other land to create units of such size and surface acreage as Lessee may desire, but containing not more than 640 acres plus 10% acreage tolerance. If at any time larger units are required under any then applicable law, rule, regulation or order of any governmental authority for the drilling, completion, or operation of a well, any such unit may be established or enlarged to conform to the size specified. Each unit may be created by governmental authority or by a written declaration-notice executed by Lessee and delivered to Lessor containing a description of the unit so created, specifying the mineral stratum or horizon so pooled, if so limited. Any well which is commenced, or is drilled or is producing on any part of any lands, heretofore or thereafter so pooled shall, except for the payment of royalties, be considered a well commenced, drilled, and producing on the lands hereby leased. There shall be allocated to the portion of the leased premises included in any pooling such proportion of the actual production from all lands so pooled as such portion of the leased premises, computed on an acreage basis, bears to the entire acreage of the lands so pooled. The production so allocated shall be considered for the purpose of payment or delivery of royalty to be the entire production from the portion of the leased premises included in such pooling in the same manner as though produced from such portion under the terms of this lease. Each of said options may be exercised by Lessee from time to time, and a unit may be formed either before or after a well has been drilled or production has been established on the leased premises or on a portion of the leased premises which is included in the pool or on other lands which are pooled therewith.

It is agreed that said Lessee may drill or not drill on the leased premises as it may elect, and the consideration and rentals paid and to be paid constitute adequate compensation for such privilege.

As a royalty, Lessee agrees to deliver to the credit of Lessor, heirs or assigns, free of cost, into the tanks or pipe lines to which it may connect its well or wells, the equal one-eighth (1/8) part of all oil produced and saved from the leased premises; and the Lessee agrees to pay a royalty for all gas except stored gas and gas produced from the storage horizon or horizons produced, saved and marketed from the leased premises at the rate of one-eighth (1/8) of the proceeds received by the Lessee at the well. Royalty payments shall constitute the entire consideration to Lessor for such gas including the gasoline and other content thereof. Lessor shall pay a proportionate part of all excise, depletion, privilege and production taxes now or hereafter levied, assessed or charged on oil or gas produced from said premises. It is agreed, however, that gas produced from any well or wells may be taken by Lessee for fuel in its operation on said premises, free of charge, but if other use be made of the gas from any oil well or gasoline extracted therefrom, then Lessee shall pay at the rate of Twenty-five Dollars (\$25.00) annually for the gas from each oil well while so utilized.

Lessee shall pay Three Hundred Dollars (\$300.00) per year in quarterly installments payable in advance for each well utilized or classified by the Lessee as a gas storage well, except that in the event said storage well payment is less than the Lessor would receive as rental, then the Lessee shall pay to the Lessor in addition, the difference between the storage well payment and the said rental payment. Lessee shall have the right to install and maintain on said premises all necessary equipment and appliances to do any and all other things as may be reasonably necessary for the purpose of utilizing said premises for the production and storage of gas, as well as the injection of gas therein and the removal of same therefrom.

When all wells, except gas storage wells, on said land are shut in by Lessee for a continuous period of thirty (30) days or longer, the Lessee shall pay to the Lessor a royalty, equal to and in lieu of the delay rental amount, annually, prorated on a monthly basis, payable monthly, quarterly, annually, or at the end of such shut in period; provided that a carrying rental is not being paid at that time.

All monies payable to Lessor hereunder may be paid by checks payable as follows:

<u>Mildred J. Patton and Bill Patton</u>	<u>Harry T. Mullins and Pamela Mullins</u>
<u>Rt 1 Box 800</u>	<u>Rt 1 Box 390</u>
<u>Clinchco, Virginia 24226</u>	<u>Clintwood, Virginia 24228</u>

delivered in person or mailed to payee at the above address

and the delivery of said checks or their deposit in the mail, properly stamped and addressed as above provided, shall constitute full payment of the amounts shown thereon.

If the Lessor does not have title to all the oil and gas under the above premises, Lessor agrees on demand made to refund rental and royalty paid, and release Lessee from the payment of future rental and royalty, in the proportion that the outstanding interest or title bears to the whole tract. If the acreage or area herein recited is in excess of the true quantity of land in said premises, Lessor agrees upon demand made to refund rental paid and to release Lessee from the payment of future rental in the proportion that the excess of recited acreage over the true acreage in the leased premises bears to the recited acreage. If the recited acreage or area be found to be less than the true quantity of land in said premises, Lessee, on demand made, shall pay up the arrears or deficiency in rental payments on the basis of the excess of the true over the said recited acreage and thereafter pay the rental under this lease on the basis of the true acreage.

In the event of the death of any person entitled or authorized, or who may hereafter be authorized or entitled hereunder to receive rental or royalty, the Lessor for himself, his heirs, personal representatives and assigns, covenants that notice in writing, executed by all of such heirs, representatives or assigns, shall be delivered to the Lessee, its successors or assigns, stating (1) the date of such death and the name or names of the person or persons succeeding to the right to receive such money, (2) the proportions in which said money is to be divided between said persons, and (3) the post office address of each of such persons; and until the receipt of such notice strictly conforming to the provisions hereof, the Lessee may withhold the payment of such rental or royalty without incurring any liability or prejudicing its rights under this lease; and in case a dispute arises at any time as to the amount of payments or the proper payee thereof, Lessee may withhold the same, without liability or interest on the money withheld, until the right thereto is determined either by written agreement between the disputing parties or by final order of a court of competent and final jurisdiction, in a suit to be filed and prosecuted to judgment by and between the disputing parties, or, in an action of interpleader, instituted by Lessee or its assigns and until such agreement or certified copy thereof, or certified copy of such judgment be filed with Lessee, its successors or assigns.

In the event this lease or any part thereof or any rights thereunder shall be transferred by Lessor, heirs, personal representatives or assigns, Lessor, for himself, his heirs, personal representatives or assigns, covenants with Lessee, its successors and assigns, to furnish a certified copy of the recorded instrument by which said transfer shall be effected, together with a memorandum of the post office address of such transferee; and until such covenant shall be strictly complied with all rental or royalty then or thereafter falling due may be withheld without rendering liable or prejudicing the rights hereunder of Lessee, its successors or assigns.

If the leased premises are hereafter owned in severalty or in separate tracts the premises, nevertheless, shall be developed and operated as an entirety, and royalties shall be paid to each separate owner in the proportion that the acreage owned by him bears to the entire leased acreage.

And it is hereby agreed that in the event this lease shall be assigned by Lessee as to a part or parts of the above described lands, and the privilege of assigning in whole or in part is expressly granted, and the assignee or assignees of such part or parts shall make default in the payment of the proportionate part of the rental due from him or them, such default shall not operate to defeat or affect this lease in so far as it covers a part or parts of said lands upon which the said Lessee or any assigns thereof shall make due payment of said rental; and in case this lease is assigned, in whole or in parts, all of Lessee's liabilities and obligations hereunder shall thereupon cease and terminate entirely, or as to the parts assigned, as the case may be, except as to such rental and royalty as is due and payable at the time of such assignment.

The term gas as used herein includes coalbed methane gas and all associated hydrocarbons. Lessor hereby excepts and reserves unto itself, its successors, heirs and assigns all coal and associated mining rights.

In the event default shall be made by the Lessor in the prompt payment of any refund for rental or royalty which may become due and payable to the Lessee as hereinbefore provided then the Lessee shall have the right and privilege to deduct said amount or amounts from the rental or royalty thereafter accruing hereunder.

It is further agreed that no wells shall be drilled within two hundred (200) feet of the principal buildings upon said land except by mutual consent; that all pipe lines laid, except those used to conduct gas and water to drilling wells, shall be buried; and that the Lessee shall pay for all injury done to growing crops and fences in its operations hereunder.

It is further agreed that the Lessee, its successors or assigns, shall have the right to surrender this lease at any time upon the payment of One Dollar (\$1.00) and all amounts accrued hereunder to the date of said surrender; and upon such surrender the Lessee shall be relieved from further payment of rental or royalty and the performance of any other of the covenants contained herein. If this lease is placed upon record, the Lessee shall, when requested by Lessor upon Lessee's abandonment or surrender thereof, give to the Lessor a proper release duly acknowledged, and the Lessor agrees that the recordation of a deed of surrender, in general terms to the Lessor, his heirs, personal representatives, or assigns, in the proper county and deposit in the post office of a check payable as above provided for said last mentioned sum and all amounts then accrued hereunder, shall be and shall be accepted as full and legal surrender of the Lessee's rights under this lease.

It is expressly agreed between the parties that this instrument embraces the entire understanding and contract between the parties; and any agreements or representations, verbal or written, made by any person on behalf of either the Lessor or the Lessee not contained in this lease are unauthorized and do not bind the parties.

Anything contained herein to the contrary notwithstanding, it is understood and agreed and expressly provided that Lessee shall not, with out the written consent of Lessor, have the right to use the surface of the land covered hereby and Lessor does hereby release Lessee from any obligation contained herein either expressed or implied ever to drill or otherwise use the surface of said land for any such purpose; it being contemplated that the development of said land can be accomplished by pooling the same with other land, lease or leases in the immediate vicinity thereof as herein provided or by directional well or wells drilled from the surface location or locations in the vicinity of the leased premises.

IN TESTIMONY WHEREOF, the parties hereto have signed their respective names as of the day and date first herein written.

WITNESSES:

LESSORS:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Mildred J. Patton  
Mildred J. Patton SS# 232-46-0675  
Bill Patton  
Bill Patton SS# 227-28-3859  
Harry T. Mullins  
Harry T. Mullins SS# 229-72-1583  
Pamela Mullins  
Pamela Mullins SS# 231-72-8815

THOMAS J. O'NEILL  
by: THOMAS J. O'NEILL  
VICE PRESIDENT

This instrument prepared by:

Bob Powell  
Bob Powell P.O. Box 617, Norton, VA 24273

STATE OF Virginia

COUNTY OF Dickenson

I, the undersigned authority a notary public

in and for said county, in the state aforesaid, certify that Mildred J. Patton and Bill Patton, her husband

\_\_\_\_\_ personally known to me to be the same person S  
whose name S are \_\_\_\_\_ subscribed to the foregoing instrument, appeared before me this day in person  
in the State and County aforesaid, and acknowledged and delivered the said instrument to be their act  
and deed for uses and purposes therein set forth.

Given under my hand this 15th day of July, A.D., 19 92  
My commission expires My Commission Expires January 31, 1996

Robert J. Powell  
Notary Public

STATE OF Virginia

COUNTY OF Dickenson

I, the undersigned authority a notary public

in and for said county, in the state aforesaid, certify that Harry T. Mullins and Pamela Mullins, husband and wife

\_\_\_\_\_ personally known to me to be the same person S  
whose name S are \_\_\_\_\_ subscribed to the foregoing instrument, appeared before me this day in person  
in the State and County aforesaid, and acknowledged and delivered the said instrument to be their act  
and deed for uses and purposes therein set forth.

Given under my hand this 15th day of July, A.D., 19 92  
My commission expires My Commission Expires January 31, 1996

Robert J. Powell  
Notary Public

STATE OF \_\_\_\_\_

COUNTY OF \_\_\_\_\_

I, \_\_\_\_\_ a \_\_\_\_\_

in and for said county, in the state aforesaid, certify that \_\_\_\_\_

VIRGINIA. In the Clerk's Office of the Circuit Court of Dickenson County. The foregoing instrument was this  
day presented in the office aforesaid and is, together with the certificate of acknowledgment annexed, admitted to  
record this 20 day of October, 1992 12:46pm.  
Deed Book No. 286 and Page No. 550

TESTE: [Signature] Clerk