

BEFORE THE VIRGINIA GAS AND OIL BOARD

APPLICANT: Keyrock Energy, LLC

**DIVISION OF GAS AND OIL
DOCKET NO: VGOB 23-0516-4264**

RELIEF SOUGHT: Creation of sealed gob drilling unit and Pooling

LOCATION: See "Exhibit A"

HEARING DATE: 5-16-23

UNIT NUMBER: KY-2

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 oil and gas leases, coalbed methane gas leases, and/or coal 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. This endeavor aims 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-AI, 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", and the Tract Identification Page, 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 the 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 600 mmcf.

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- e) Applicant has proposed 1 well bore as shown on "Exhibit A" for the 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 a 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, protect correlative rights and 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 between Applicant and the herein-named persons.
 - g) Simultaneously with the 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 the 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 486.445 +/- acres for the drilling, development, and production of coalbed methane gas from the sealed gob sometimes referred to herein as 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: 3,570,129.68 and E: 10,352,195.09 feet. Thence N 48°20'19" E 613.62 feet to a point; thence N 49°11'30" E 2985.55 feet to a point; thence S 37°24'39" E 171.49 feet to a point; thence N 49°38'37" E 177.99 feet to a point; thence S 43°26'29" E 475.54 feet to a point; thence S 50°07'12" W 485.17 feet to a point; thence S 41°48'29" E 97.93 feet to a point; thence S 48°55'17" W 2828.51 feet to a point; thence S 41°12'04" E 112.09 feet to a point; thence N 48°24'58" E 3487.51 feet to a point; thence S 41°20'03" E 465.59 feet to a point; thence S 50°39'25" W 174.31 feet to a point; thence S 41°22'04" E 3690.16 feet to a point; thence N 43°11'36" E 151.76 feet to a point; thence S 39°29'35" E 102.28 feet to a point; thence S 38°13'33" W 192.86 feet to a point; thence S 40°22'15" E 273.17 feet to a point; thence S 49°14'38" W 1410.75 feet to a point; thence N 41°09'55" W 4124.34 feet to a point; thence S 50°54'18" W 53.38 feet to a point; thence S 22°09'21" E 207.19 feet to a point; thence S 40°57'16" E 2842.63 feet to a point; thence S 48°52'41" W 434.75 feet to a point; thence S 40°53'54" E 546.55 feet to a point; thence S 50°26'43" W 420.22 feet to a point; thence N 39°57'34" W 227.44 feet to a point; thence S 49°02'19" W 690.78 feet to a point; thence S 40°43'23" E 206.96 feet to a point; thence S 47°44'02" W 531.94 feet to a point; thence S 41°07'25" E 624.26 feet to a point; thence S 46°42'55" W 366.44 feet to a point; thence N 41°30'14" W 641.40 feet to a point; thence S 49°59'02" W 425.10 feet to a point; thence N 43°17'26" W 100.07 feet to a point; thence S 53°50'58" W 74.34 feet to a point; thence N 39°29'59" W 190.94 feet to a point; thence S 48°32'28" W 73.44 feet to a point; thence N 40°07'28" W 392.62 feet to a point; thence N 08°07'59" E 86.03 feet to a point; thence N 43°27'04" W 1575.41 feet to a point; thence N 49°34'43" W 1198.36 feet to a point; thence N 21°19'01" W 227.23 feet to a point; thence N 49°10'21" E 642.09 feet to a point; thence N 37°57'37" W 208.98 feet to a point; thence N 48°16'29" E 241.14 feet to a point; thence N 41°13'50" W 863.18 feet to a point; which is the point of **BEGINNING**. Containing 486.445 acres, more or less.
 - b) Voluntary pooling interest of Respondents named in Exhibit B.
 - 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 in "Exhibit B".
 - d) 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.

- e) 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.
- f) 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
- g) 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: April 10, 2023

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 23-0516-4264**

RELIEF SOUGHT: Creation of sealed gob drilling unit and Pooling

LOCATION: See "Exhibit A"

HEARING DATE: 5-16-2023

UNIT NUMBER: KY-2

IN DICKENSON COUNTY, VIRGINIA

HEARING DATE: May 16, 2023

**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-2 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:

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., regarding the drilling, development, and production of coalbed methane gas from said drilling Unit KY-2 containing approximately 486.445 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 of 486.445 +/- acres for the drilling, development, and production of coalbed methane gas from the sealed gob sometimes referred to herein as 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: 3,570,129.68 and E: 10,352,195.09 feet. Thence N 48°20'19" E 613.62 feet to a point; thence N 49°11'30" E 2985.55 feet to a point; thence S 37°24'39" E 171.49 feet to a point; thence N 49°38'37" E 177.99 feet to a point; thence S 43°26'29" E 475.54 feet to a point; thence S 50°07'12" W 485.17 feet to a point; thence S 41°48'29" E 97.93 feet to a point; thence S 48°55'17" W 2828.51 feet to a point; thence S 41°12'04" E 112.09 feet to a point; thence N 48°24'58" E 3487.51 feet to a point; thence S 41°20'03" E 465.59 feet to a point; thence S 50°39'25" W 174.31 feet to a point; thence S 41°22'04" E 3690.16 feet to a point; thence

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- b) Voluntary pooling interest of Respondents named in Exhibit B.
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- d) 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.
- e) 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.
- f) 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.
- g) 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 May 16, 2023, 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, Virginia Department of Energy at 3405 Mountain Empire Road, Big Stone Gap, VA 24219, (276) 523-8100 or the Applicant at the address shown below.

Dated: April 10, 2023

Keyrock Energy, LLC
Applicant


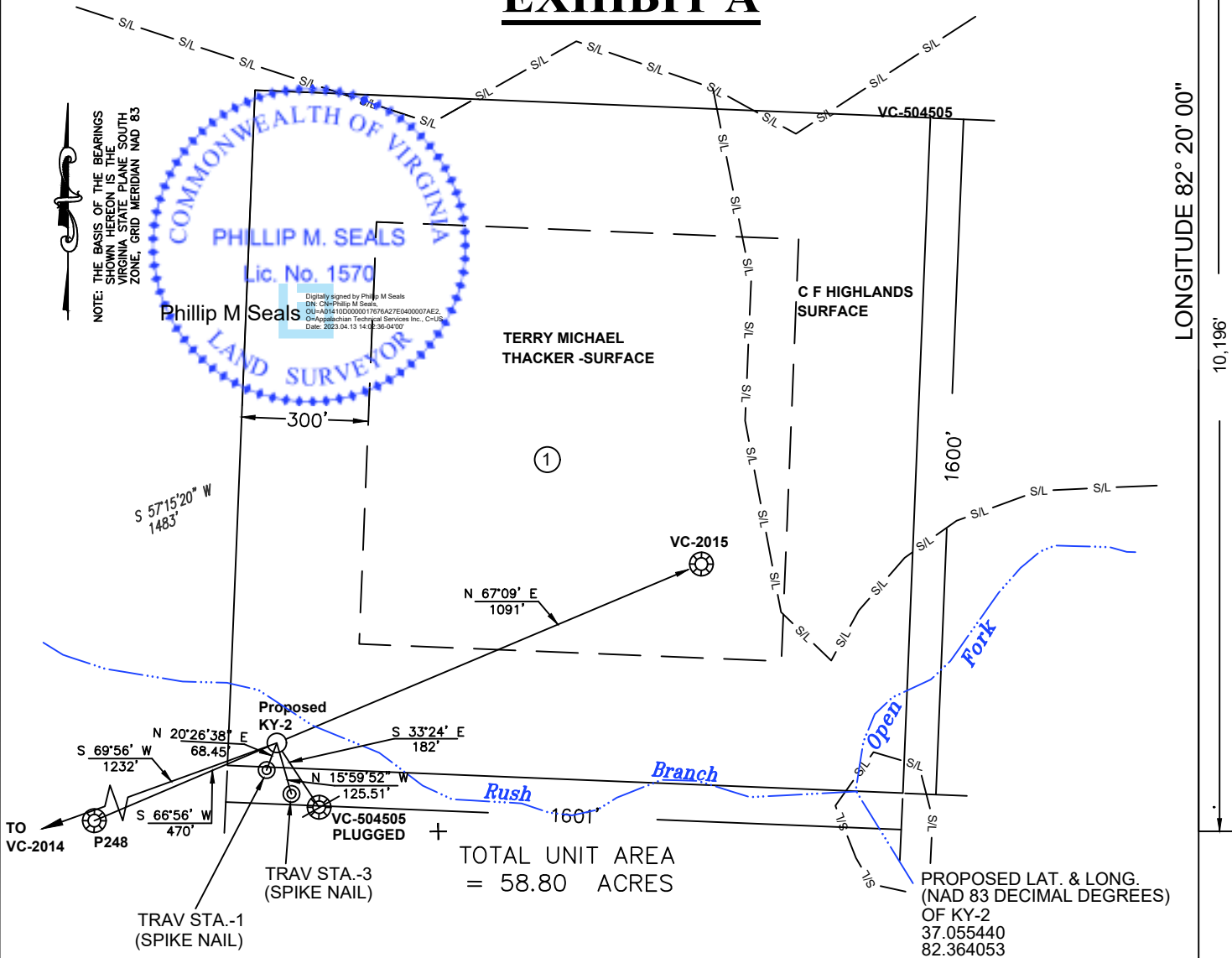
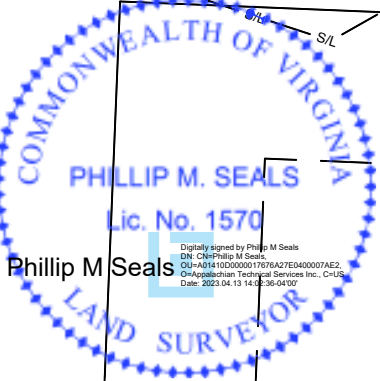
By: 
Morgan Pate, Geologist
Keyrock Energy, LLC
207 East Main St., Suite 2-D
PO Box 2223
Johnson City, TN 37605

EXHIBIT A

LATITUDE 37° 05' 00"

LONGITUDE 82° 20' 00"

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



TOTAL UNIT AREA = 58.80 ACRES

PROPOSED LAT. & LONG. (NAD 83 DECIMAL DEGREES) OF KY-2
37.055440
82.364053

PROPOSED VIRGINIA NAD 27 (CONVERTED FROM NAD 83) OF KY-2
285,941
872,683

PROPOSED CCC COORDINATES OF WELL KY-2
N -16,243
E 5,616

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.

WELL LOCATION PLAT (Nora Grid BK-41)

COMPANY Keyrock Energy LLC WELL NAME OR NUMBER KY-2
 TRACT NO. LEASE NO 243344L QUADRANGLE NORA
 DISTRICT Kenady
 WELL COORDINATES (VIRGINIA STATE PLANE 83) N 3,566,816.77 E 10,355,667.20
 ELEVATION 1,625.61 METHOD USED TO DETERMINE ELEVATION: GPS & TRIG.
 COUNTY Dickenson SCALE: 1" = 400' DATE 4-13-2023
 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.

Phillip M. Seals

LICENSED LAND SURVEYOR

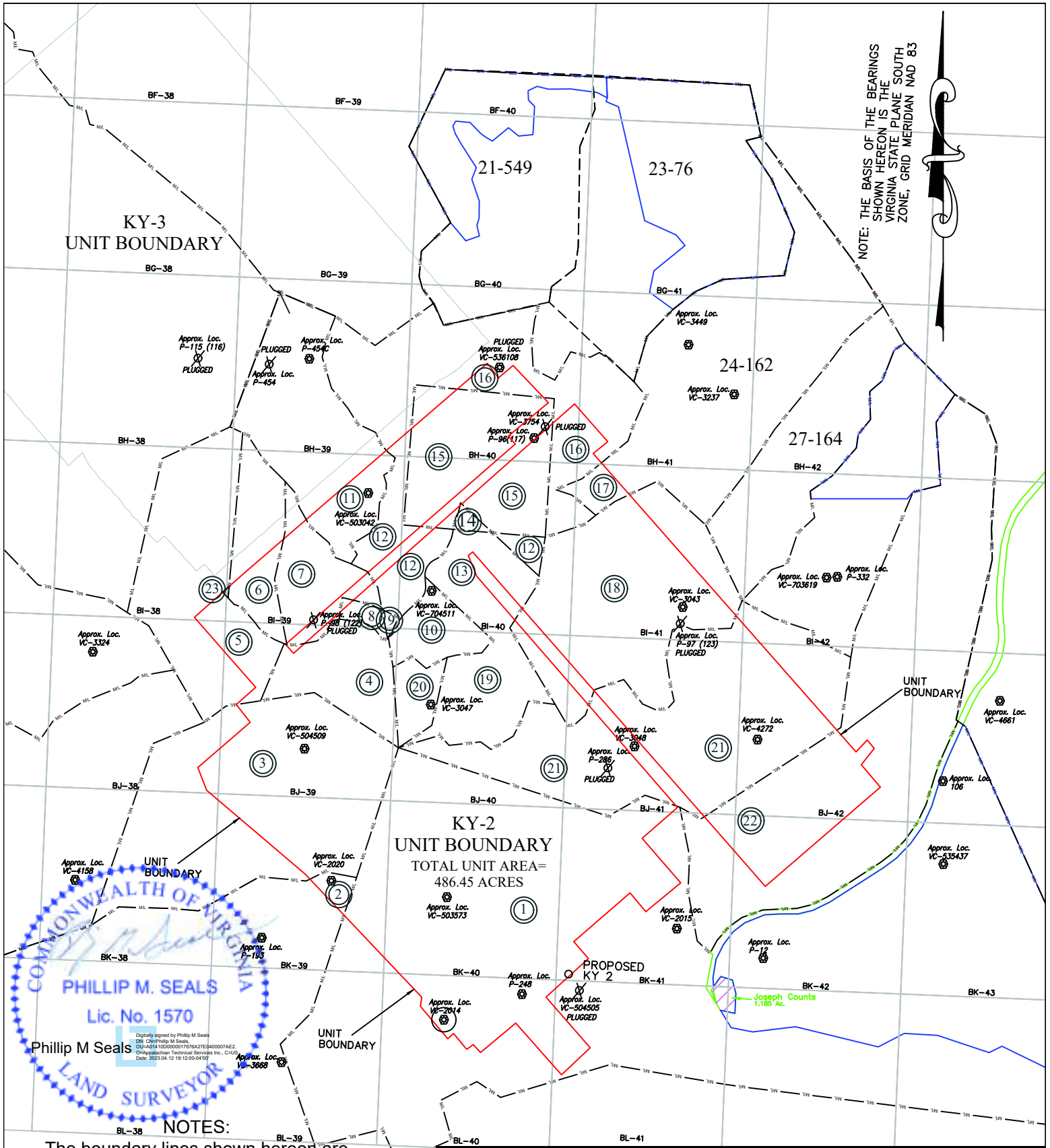
(AFFIX SEAL)

EXHIBIT PL-1
Property Ownership Information for Well # KY 2
4-13-2023

①

TRACT NO. T-47
W. T. GOODLOE
556.33 ACRES
TERRY MICHAEL THACKER -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 58.80 AC. 100 %

PROPOSED UNIT



**KY-2
UNIT BOUNDARY**
TOTAL UNIT AREA=
486.45 ACRES

**PROPOSED
KY 2**

Joseph Counts
1.185 Ac.



NOTES:

The boundary lines shown hereon are based on deeds, plats, and maps of record or provided by others and do not depict a current boundary survey. Existing well locations were taken from information provide on the VA Division of Gas and Oil web site. Property information provided by Keyrock Energy, LLC


| | | | | | |
|--|-----------------|---------------------------------|--------------------|---|-------------------|
| KEYROCK ENERGY, LLC KY-2 UNIT BOUNDARY WITH TRACTS PROVIDED BY KEYROCK ENERGY | | | |  Appalachian Technical Services, Inc. OFFICE-STATE | |
| | | | | | |
| Drawing Number KY-2UNITBOUNDARY | | Sheet S1 S2 ^{S4} | | | |
| Designed By PMS | Drawn By PMS | Checked By PMS | Date 04/12/2023 | Project Number 1892.01 | Scale 1"=1200' |

EXHIBIT PL-1 (Page 1 of 6)
Property Ownership Information for Keyrock 2
TRACT IDENTIFICATION

①

T-47
W. T. GOODLOE
556.33 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
cbm

Keyrock Energy - cbm lessee

GAS 119.85 AC. 24.637%

②

T-179
C. W. SMITH tr.
231 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
cbm

Keyrock Energy - cbm lessee

GAS 2.04 AC. 0.419%

③

T-172
ELEXIOUS SMITH tr.
110 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
cbm

Keyrock Energy - cbm lessee

GAS 46.86 AC. 9.633%

④

WILLIAM and VONDA ROSE
10 ACRES
oil & gas
TC177 tr.
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
cbm

Keyrock Energy - cbm lessee

GAS 18.48 AC. 3.799%

EXHIBIT PL-1(Page 2 of 6)
Property Ownership Information for Keyrock 2
04-12-2023

⑤

LINDA ROBINSON & CAROL RUTH SMITH
16 ACRES
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
cbm

Keyrock Energy - cbm lessee

GAS 8.20 1.686%

⑥

IRENE & JACK FIELDS
15.33 ACRES
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
cbm

Keyrock Energy - cbm lessee

GAS 5.79 AC. 1.190%

⑦

CHARLOTTE LYNN ROSE, et ux.
16.50 ACRES
oil & gas
TC-177
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
cbm

Keyrock Energy - cbm lessee

GAS 12.49 AC. 2.568%

⑧

ROY F. & CHARLOTTE ROSE, WILLIAM ROSE, VERNA SUTHERLAND,
IRENE FIELDS, LINDA ROBINSON & CAROL RUTH SMITH, MITCHEL JOHNSON, TED
JOHNSON, CARRIE JOHNSON, AND CATRINA JOHNSON
2.62 ACRES
oil & gas
TC-177
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
cbm

Keyrock Energy - cbm lessee

GAS 2.21 AC. 0.454%

EXHIBIT PL-1 (Page 3 of 6)
Property Ownership Information for Keyrock 2
04-12-2023

⑨

UNLEASED
LINDA & CHARLIE ROBINSON
0.54 ACRES
oil & gas
TC-177
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
cbm

Keyrock Energy - cbm lessee

GAS 0.54 AC. 0.111%

⑩

TL-219
MAE SMITH ROWLETT
9.76 ACRES
EQUITABLE PRODUCTION COMPANY
surface & gas
TC-177
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
cbm

Keyrock Energy - cbm lessee

GAS 9.76 AC. 2.007%

⑪

TD-119
EXEZIUS SMITH
43.18 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
cbm

Keyrock Energy - cbm lessee

GAS 8.61 AC. 1.770%

⑫

TL-219
MAE SMITH ROWLETT
67.202 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
cbm

Keyrock Energy - cbm lessee

GAS 15.26 AC. 3.137%

EXHIBIT PL-1 (Page 4 of 6)
Property Ownership Information for Keyrock 2
04-12-2023

⑬

TL-219
MAE SMITH ROWLETT
EAST TENNESSEE NATURAL GAS CO.
15.608 ACRES
surface & gas
TC-177
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
cbm

Keyrock Energy - cbm lessee

GAS 12.72 AC. 2.616%

⑭

TL-219
MAE SMITH ROWLETT
EAST TENNESSEE NATURAL GAS CO.
15.608 ACRES
surface & gas
TC-177
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
cbm

Keyrock Energy - cbm lessee

GAS 1.04 AC. 0.214%

⑮

T-146
EXEZIUS SMITH
40 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
cbm

Keyrock Energy - cbm lessee

GAS 31.34 AC. 6.442%

⑯

TL-219
MAE SMITH ROWLETT
67.202 ACRES
surface & 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
cbm

Keyrock Energy - cbm lessee

GAS 152.01 AC. 2.469%

EXHIBIT PL-1 (Page 5 of 6)

Property Ownership Information for Keyrock 2
04-12-2023

17

T2-120
ROLAND L. 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
cbm

Keyrock Energy - cbm lessee

GAS 3.38 AC. 0.696%

18

T-1022
JBF COUNTS
58.14 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
cbm

Keyrock Energy - cbm lessee

GAS 52.99 AC. 10.894%

19

LAURA JEAN COLE
22 ACRES
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
cbm

Keyrock Energy - cbm lessee

GAS 17.84 AC. 3.667%

20

TL-184
JF SMITH
62.24 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
cbm

Keyrock Energy - cbm lessee

GAS 6.25 AC. 1.286%

EXHIBIT PL-1 (Page 6 of 6)

Property Ownership Information for Keyrock 2
04-12-2023

21

T-47
WT GOODLOE
556.33 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
cbm

Keyrock Energy - cbm lessee

GAS 73.15 AC. 15.037%

22

T-47
WT GOODLOE
556.33 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
cbm

Keyrock Energy - cbm lessee

GAS 25.57 AC. 5.256%

23

VERNA SUTHERLAND et vir.
15.34 ACRES
oil & gas
tc-177
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
cbm

Keyrock Energy - cbm lessee

GAS 0.07 AC. 0.014%

**Exhibit B
Unit KY-2
VGOB Docket # 23-0516-4264
List of all Owners/Claimants
(486.445 Acre Unit)**

| | <u>Acres in Unit</u> | <u>Interest in Unit</u> |
|---|----------------------|-------------------------|
| <u>Tract 1: T-47; W. T. Goodloe (556.33 Acres)</u> | | |
| (1) ENERVEST XIV-A NORA LLC ENERVEST ENERGY INSTITUTIONAL FUND XIV-1A, L.P. ENERVEST XIV-WIC NORA LLC - CBM 1001 Fannin Street Ste 800 Houston, TX 77002 | 119.85 acres | 24.637% |
| <u>Tract 2: T-179; C. W. Smith tr (231 Acres)</u> | | |
| (1) ENERVEST XIV-A NORA LLC ENERVEST ENERGY INSTITUTIONAL FUND XIV-1A, L.P. ENERVEST XIV-WIC NORA LLC - CBM - 1001 Fannin Street Ste 800 Houston, TX 77002 | 2.04 acres | 0.419% |
| <u>Tract 3: T-172; Elexious Smith tr. (110 Acres)</u> | | |
| (1) ENERVEST XIV-A NORA LLC ENERVEST ENERGY INSTITUTIONAL FUND XIV-1A, L.P. ENERVEST XIV-WIC NORA LLC - CBM - 1001 Fannin Street Ste 800 Houston, TX 77002 Johnson City, TN 37605 | 46.86 acres | 9.633% |
| <u>Tract 4: TC-177 tr; (10 Acres)</u> | | |
| (1) ENERVEST XIV-A NORA LLC ENERVEST ENERGY INSTITUTIONAL FUND XIV-1A, L.P. ENERVEST XIV-WIC NORA LLC - CBM - 1001 Fannin Street Ste 800 Houston, TX 77002 | 18.48 acres | 3.799% |

**Exhibit B
Unit KY-2
VGOB Docket # 23-0516-4264
List of all Owners/Claimants
(486.445 Acre Unit)**

| | <u>Acres in Unit</u> | <u>Interest in Unit</u> |
|---|----------------------|-------------------------|
| <u>Tract 5: (16 Acres)</u> | | |
| (1) ENERVEST XIV-A NORA LLC ENERVEST ENERGY INSTITUTIONAL FUND XIV-1A, L.P. ENERVEST XIV-WIC NORA LLC - CBM - 1001 Fannin Street Ste 800 Houston, TX 77002 | 8.20 acres | 1.686% |
| <u>Tract 6: (15.33 Acres)</u> | | |
| (1) ENERVEST XIV-A NORA LLC ENERVEST ENERGY INSTITUTIONAL FUND XIV-1A, L.P. ENERVEST XIV-WIC NORA LLC - CBM - 1001 Fannin Street Ste 800 Houston, TX 77002 | 5.79 acres | 1.190% |
| <u>Tract 7: TC-177 (16.50 acres)</u> | | |
| (1) ENERVEST XIV-A NORA LLC ENERVEST ENERGY INSTITUTIONAL FUND XIV-1A, L.P. ENERVEST XIV-WIC NORA LLC - CBM - 1001 Fannin Street Ste 800 Houston, TX 77002 | 12.49 acres | 2.568% |

**Exhibit B
Unit KY-2
VGOB Docket # 23-0516-4264
List of all Owners/Claimants
(486.445 Acre Unit)**

| | <u>Acres in Unit</u> | <u>Interest in Unit</u> |
|---|----------------------|-------------------------|
| <u>Tract 8: TC-177 (2.62 Acres)</u> | | |
| (1) ENERVEST XIV-A NORA LLC ENERVEST ENERGY INSTITUTIONAL FUND XIV-1A, L.P. ENERVEST XIV-WIC NORA LLC - CBM - 1001 Fannin Street Ste 800 Houston, TX 77002 | 2.21 acres | 0.454% |
| <u>Tract 9: TC-177 (0.54 Acres)</u> | | |
| (1) ENERVEST XIV-A NORA LLC ENERVEST ENERGY INSTITUTIONAL FUND XIV-1A, L.P. ENERVEST XIV-WIC NORA LLC - CBM - 1001 Fannin Street Ste 800 Houston, TX 77002 | 0.54 acres | 0.111% |
| <u>Tract 10: TL-219; Mae Smith Rowlett (9.76 Acres)</u> | | |
| (1) ENERVEST XIV-A NORA LLC ENERVEST ENERGY INSTITUTIONAL FUND XIV-1A, L.P. ENERVEST XIV-WIC NORA LLC - CBM - 1001 Fannin Street Ste 800 Houston, TX 77002 | 9.76 acres | 2.00% |
| <u>Tract 11: TC-119; Exezius Smith (43.18 Acres)</u> | | |
| (1) ENERVEST XIV-A NORA LLC ENERVEST ENERGY INSTITUTIONAL FUND XIV-1A, L.P. ENERVEST XIV-WIC NORA LLC - CBM - 1001 Fannin Street Ste 800 Houston, TX 77002 | 8.61 acres | 1.770% |

**Exhibit B
Unit KY-2
VGOB Docket # 23-0516-4264
List of all Owners/Claimants
(486.445 Acre Unit)**

| | <u>Acres in Unit</u> | <u>Interest in Unit</u> |
|---|----------------------|-------------------------|
| <u>Tract 12: TL-219; Mae Smith Rowlett (67.202 Acres)</u> | | |
| (1) ENERVEST XIV-A NORA LLC ENERVEST ENERGY INSTITUTIONAL FUND XIV-1A, L.P. ENERVEST XIV-WIC NORA LLC - CBM - 1001 Fannin Street Ste 800 Houston, TX 77002 | 15.26 acres | 3.137% |
| <u>Tract 13: TL-219; Mae Smith Rowlett (15.608 Acres)</u> | | |
| (1) ENERVEST XIV-A NORA LLC ENERVEST ENERGY INSTITUTIONAL FUND XIV-1A, L.P. ENERVEST XIV-WIC NORA LLC - CBM - 1001 Fannin Street Ste 800 Houston, TX 77002 | 12.72 acres | 2.616% |
| <u>Tract 14: TL-219; Mae Smith Rowlett (15.608 Acres)</u> | | |
| (1) ENERVEST XIV-A NORA LLC ENERVEST ENERGY INSTITUTIONAL FUND XIV-1A, L.P. ENERVEST XIV-WIC NORA LLC - CBM - 1001 Fannin Street Ste 800 Houston, TX 77002 | 1.04 acres | 0.214% |
| <u>Tract 15: T-146; Exezius Smith (40 Acres)</u> | | |
| (1) ENERVEST XIV-A NORA LLC ENERVEST ENERGY INSTITUTIONAL FUND XIV-1A, L.P. ENERVEST XIV-WIC NORA LLC - CBM - 1001 Fannin Street Ste 800 Houston, TX 77002 | 31.34 acres | 6.442% |

**Exhibit B
Unit KY-2
VGOB Docket # 23-0516-4264
List of all Owners/Claimants
(486.445 Acre Unit)**

| | <u>Acres in Unit</u> | <u>Interest in Unit</u> |
|---|----------------------|-------------------------|
| <u>Tract 16: TL-219; Mae Smith Rowlett (67.202 Acres)</u> | | |
| (1) ENERVEST XIV-A NORA LLC ENERVEST ENERGY INSTITUTIONAL FUND XIV-1A, L.P. ENERVEST XIV-WIC NORA LLC - CBM - 1001 Fannin Street Ste 800 Houston, TX 77002 | 12.01 acres | 2.469% |
| <u>Tract 17: T2-120; Roland L. Counts (87.86 Acres)</u> | | |
| (1) ENERVEST XIV-A NORA LLC ENERVEST ENERGY INSTITUTIONAL FUND XIV-1A, L.P. ENERVEST XIV-WIC NORA LLC - CBM - 1001 Fannin Street Ste 800 Houston, TX 77002 | 3.38 acres | 0.696% |
| <u>Tract 18: T-1022; JBF Counts (58.14 Acres)</u> | | |
| (1) ENERVEST XIV-A NORA LLC ENERVEST ENERGY INSTITUTIONAL FUND XIV-1A, L.P. ENERVEST XIV-WIC NORA LLC - CBM - 1001 Fannin Street Ste 800 Houston, TX 77002 | 52.99 acres | 10.894% |
| <u>Tract 19: (22 Acres)</u> | | |
| (1) ENERVEST XIV-A NORA LLC ENERVEST ENERGY INSTITUTIONAL FUND XIV-1A, L.P. ENERVEST XIV-WIC NORA LLC - CBM - 1001 Fannin Street Ste 800 Houston, TX 77002 | 17.84 acres | 3.667% |

**Exhibit B
Unit KY-2
VGOB Docket # 23-0516-4264
List of all Owners/Claimants
(486.445 Acre Unit)**

| | <u>Acres in Unit</u> | <u>Interest in Unit</u> |
|---|----------------------|-------------------------|
| <u>Tract 20: TL-184; JF Smith (62.24 Acres)</u> | | |
| (1) ENERVEST XIV-A NORA LLC ENERVEST ENERGY INSTITUTIONAL FUND XIV-1A, L.P. ENERVEST XIV-WIC NORA LLC - CBM - 1001 Fannin Street Ste 800 Houston, TX 77002 | 6.25 acres | 1.286% |
| <u>Tract 21: T-47; WT Goodloe (556.33 Acres)</u> | | |
| (1) ENERVEST XIV-A NORA LLC ENERVEST ENERGY INSTITUTIONAL FUND XIV-1A, L.P. ENERVEST XIV-WIC NORA LLC - CBM - 1001 Fannin Street Ste 800 Houston, TX 77002 | 73.15 acres | 15.037% |
| <u>Tract 22: T-47; WT Goodloe (556.33 Acres)</u> | | |
| (1) ENERVEST XIV-A NORA LLC ENERVEST ENERGY INSTITUTIONAL FUND XIV-1A, L.P. ENERVEST XIV-WIC NORA LLC - CBM - 1001 Fannin Street Ste 800 Houston, TX 77002 | 25.57 acres | 5.256% |
| <u>Tract 23: TC-177 (15.34 Acres)</u> | | |
| (1) ENERVEST XIV-A NORA LLC ENERVEST ENERGY INSTITUTIONAL FUND XIV-1A, L.P. ENERVEST XIV-WIC NORA LLC - CBM - 1001 Fannin Street Ste 800 Houston, TX 77002 | 0.07 acres | 0.014% |

EXHIBIT C

Authorization For Expenditure (AFE)

| | | |
|---|-------------------------------|---------------------------|
| AFE # 1004 | Property # Deep Mine 41 | Version # 1 |
| Well Name: Keyrock No. 2 | Field: | Completed By: Morgan Pate |
| Location: N 3,566,816.77 E 10,355,667.20 | Operator: Keyrock Energy | Date: 4/10/2023 |
| Expected Pay Zones: Mined-out Jawbone Coal Seam | Estimated Total Depth: 414 ft | AAPG Class: |
| Proposed Work: Drill Gob well into mined-out Jawbone Seam | Participant: None | W.I. Amount \$0 |

| 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 | \$38,750 |
| | | Roads / Stone / Culverts | \$0 | \$0 | \$16,250 |
| | | Surface Damages | \$0 | \$0 | \$0 |
| | | Drilling - Footage | \$0 | \$0 | \$11,700 |
| | | Drilling - Mobilization | \$0 | \$0 | \$7,000 |
| | | Drilling - Dayrate | \$0 | \$0 | \$13,200 |
| | | Mud & Chemicals (Drilling) | \$0 | \$0 | \$0 |
| | | Fuel | \$0 | \$0 | \$4,500 |
| I | | Cement Surface casing | \$0 | \$0 | \$0 |
| N | | Cement Intermediate casing | \$0 | \$0 | \$3,500 |
| T | | Open Hole Logging & Testing | \$0 | \$0 | \$0 |
| A | | Trucking / Dozer (Drilling) | \$0 | \$0 | \$0 |
| N | | Rental Tools & Equipment (Drilling) | \$0 | \$0 | \$0 |
| G | | Drilling - Bits | \$0 | \$0 | \$0 |
| I | | Technical Supervision (Drilling) | \$0 | \$0 | \$0 |
| B | | Fresh Water Hauling (Drilling) | \$0 | \$0 | \$720 |
| L | | Overhead Rate | \$0 | \$0 | \$0 |
| E | | Misc. & Contingencies | \$0 | \$0 | \$5,000 |
| S | | Location Rds/Stone/Culverts | \$0 | \$0 | \$2,000 |
| | | Trucking / Dozer (Completion) | \$0 | \$0 | \$2,500 |
| | | 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 | \$5,600 |
| | | Rental Tools & Equipment (Completion) | \$0 | \$0 | \$0 |
| | | Fresh Water Hauling (Completion) | \$0 | \$0 | \$540 |
| | | Roustabout Labor | \$0 | \$0 | \$0 |
| | | TOTAL INTANGIBLES | \$0 | \$0 | \$155,440 |

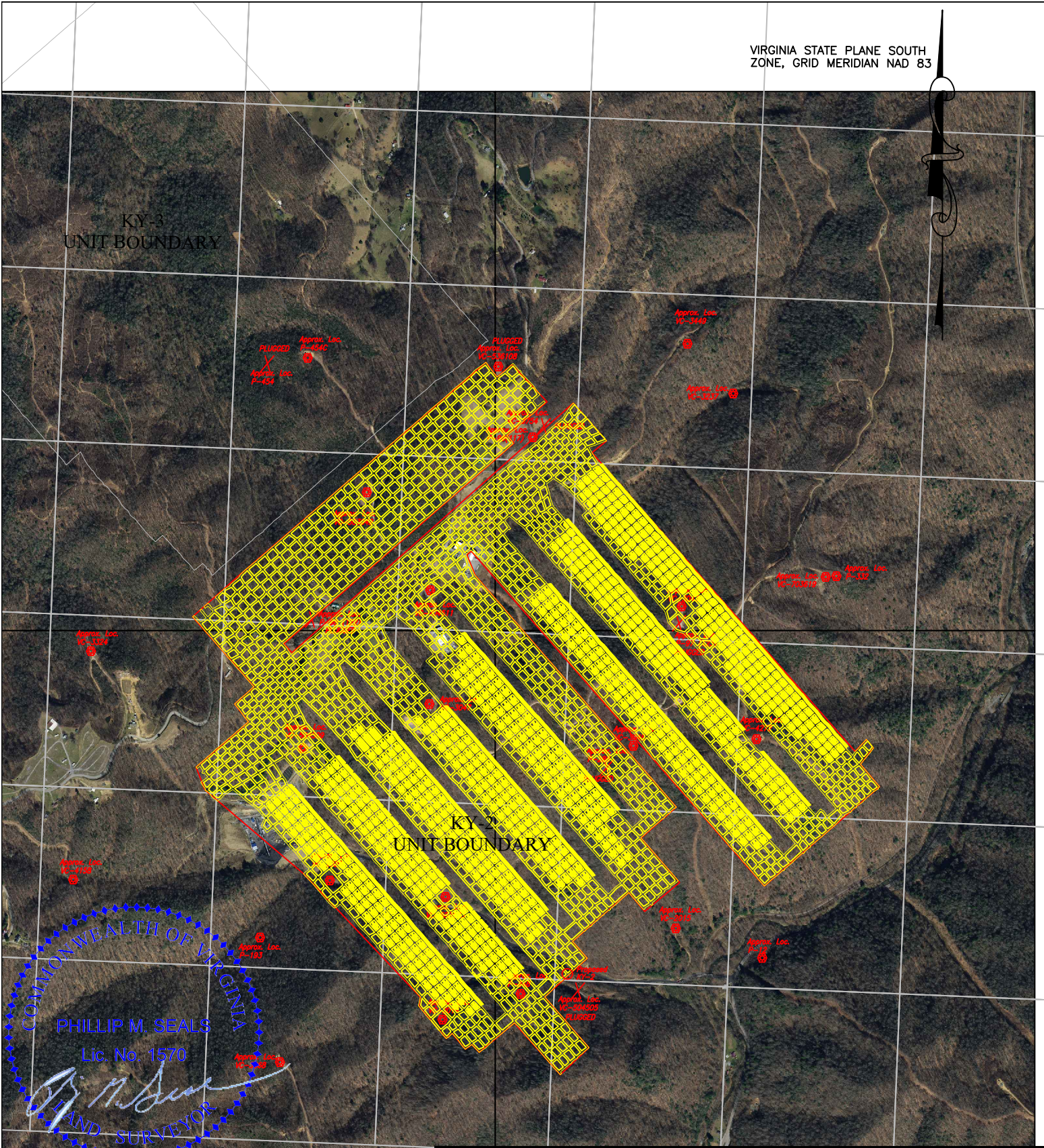
| Code | Code | Description | Casing Point | Completion | Total Cost |
|------|------|-------------------------------|--------------|------------|-----------------|
| | | 13 3/8" Surface Casing | 50 | \$4,750 | \$4,800 |
| | | 7" R1 T&C Black Steel Csg | 365 | \$12,775 | \$13,140 |
| | | Wellhead Equipment / 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 |
| | | TOTAL TANGIBLES | \$0 | \$0 | \$25,240 |

| | | | | | |
|------------------------------|-----|------------------------|------------------|-----------------------------------|------------------|
| GRAND TOTAL WELL COST | | | \$0 | \$0 | \$180,680 |
| 153 | 115 | Plugging & Abandonment | \$25,000 | | |
| Production Costs : | | | \$180,680 | Dry Hole Costs : \$180,005 | |

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.


 Signature

4/10/23
 Date



COMMONWEALTH OF VIRGINIA
 PHILLIP M. SEALS
 Lic. No. 1570
 LAND SURVEYOR

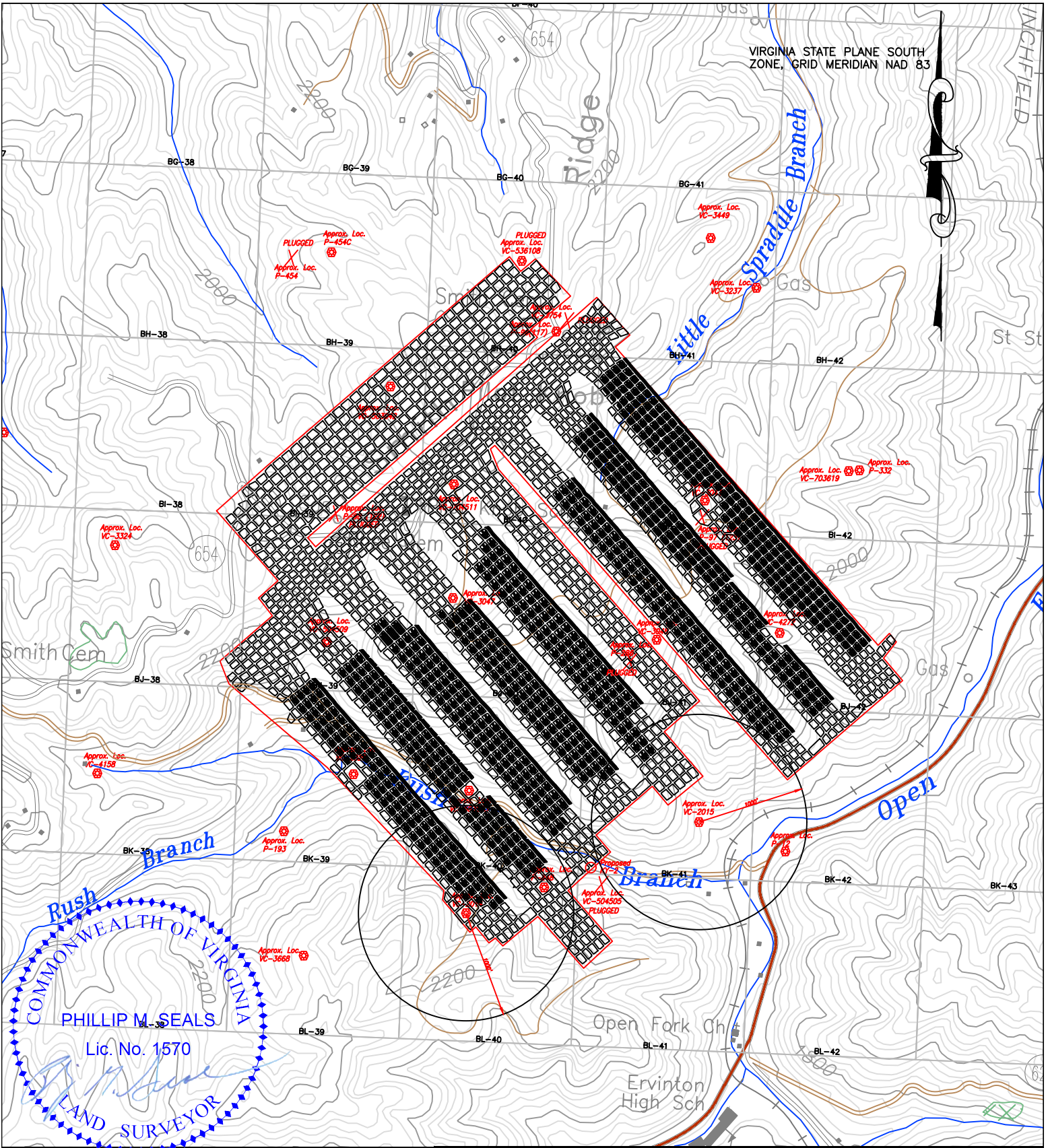
NOTES:
 Aerial photography was downloaded from the Virginia VGIN Website (2019). DM-41 mine works were provided by Alpha Metallurgical Resources. Existing well locations were taken from the VA DGO Website.

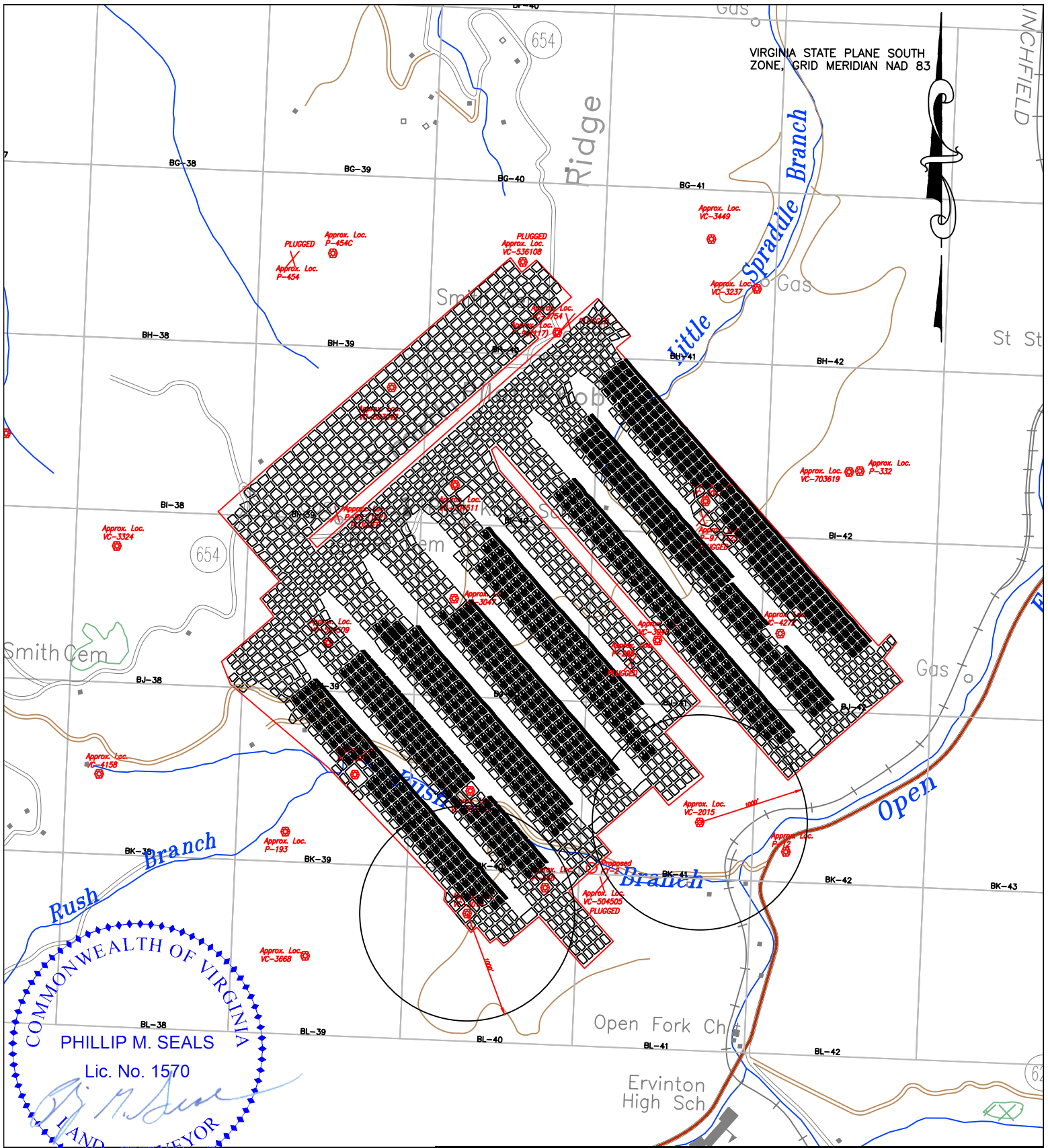
KEYROCK ENERGY, LLC
 KY-2 UNIT BOUNDARY
 WITH AERIAL PHOTO AND
 DM-41 MINE WORKS

| | | | |
|--------------------|-----------------|-------------------|--------------------|
| Designed By PMS | Drawn By PMS | Checked By PMS | Date 04/18/2023 |
|--------------------|-----------------|-------------------|--------------------|

**Appalachian
Technical
Services, Inc.**

| | | | |
|----------------|---------------------------|-------------------|------------------------|
| QUAD DISTRICT | NORA/CANEYRIDGE KENADY | Coordinate System | VA-NAD-83 |
| Drawing Number | KY-2UNITBOUNDARY | Sheet | S1 S1 |
| Project Number | 1892.01 | Scale | |





NOTES:
 DM-41 mine works were provided by Alpha Metallurgical Resources.
 Existing well locations were taken from the VA DGO Website.

**KEYROCK ENERGY, LLC
 KY-2 UNIT BOUNDARY
 WITH USGS QUAD AND
 DM-41 MINE WORKS**



| | | | |
|--------------------|-----------------|-------------------|--------------------|
| Designed By PMS | Drawn By PMS | Checked By PMS | Date 04/18/2023 |
|--------------------|-----------------|-------------------|--------------------|

| | |
|---------------------------|-------------------|
| Project Number 1892.01 | Scale 1"=1200' |
|---------------------------|-------------------|

| | |
|--|---------------------------------|
| QUAD DISTRICT NORA/CANEYRIDGE KENADY | Coordinate System VA-NAD-83 |
| Drawing Number KY-2UNITBOUNDARY | Sheet S1 S2 ^{S4} |

**Exhibit D
Unit KY-2
VGOB Docket # 23-0516-4264
Leased Parties in a Sealed Gob
(486.445 Acre Unit)**

| | <u>Acres in Unit</u> | <u>Interest in Unit</u> |
|---|----------------------|-------------------------|
| <u>Tract 1: T-47; W. T. Goodloe (556.33 Acres)</u> | | |
| (1) ENERVEST XIV-A NORA LLC ENERVEST ENERGY INSTITUTIONAL FUND XIV-1A, L.P. ENERVEST XIV-WIC NORA LLC - CBM 1001 Fannin Street Ste 800 Houston, TX 77002 | 119.85 acres | 24.637% |
| <u>Tract 2: T-179; C. W. Smith tr (231 Acres)</u> | | |
| (1) ENERVEST XIV-A NORA LLC ENERVEST ENERGY INSTITUTIONAL FUND XIV-1A, L.P. ENERVEST XIV-WIC NORA LLC - CBM - 1001 Fannin Street Ste 800 Houston, TX 77002 | 2.04 acres | 0.419% |
| <u>Tract 3: T-172; Elexious Smith tr. (110 Acres)</u> | | |
| (1) ENERVEST XIV-A NORA LLC ENERVEST ENERGY INSTITUTIONAL FUND XIV-1A, L.P. ENERVEST XIV-WIC NORA LLC - CBM - 1001 Fannin Street Ste 800 Houston, TX 77002 Johnson City, TN 37605 | 46.86 acres | 9.633% |
| <u>Tract 4: TC-177 tr; (10 Acres)</u> | | |
| (1) ENERVEST XIV-A NORA LLC ENERVEST ENERGY INSTITUTIONAL FUND XIV-1A, L.P. ENERVEST XIV-WIC NORA LLC - CBM - 1001 Fannin Street Ste 800 Houston, TX 77002 | 18.48 acres | 3.799% |

**Exhibit D
Unit KY-2
VGOB Docket # 23-0516-4264
Leased Parties in a Sealed Gob
(486.445 Acre Unit)**

| | <u>Acres in Unit</u> | <u>Interest in Unit</u> |
|---|----------------------|-------------------------|
| <u>Tract 5: (16 Acres)</u> | | |
| (1) ENERVEST XIV-A NORA LLC ENERVEST ENERGY INSTITUTIONAL FUND XIV-1A, L.P. ENERVEST XIV-WIC NORA LLC - CBM - 1001 Fannin Street Ste 800 Houston, TX 77002 | 8.20 acres | 1.686% |
| <u>Tract 6: (15.33 Acres)</u> | | |
| (1) ENERVEST XIV-A NORA LLC ENERVEST ENERGY INSTITUTIONAL FUND XIV-1A, L.P. ENERVEST XIV-WIC NORA LLC - CBM - 1001 Fannin Street Ste 800 Houston, TX 77002 | 5.79 acres | 1.190% |
| <u>Tract 7: TC-177 (16.50 acres)</u> | | |
| (1) ENERVEST XIV-A NORA LLC ENERVEST ENERGY INSTITUTIONAL FUND XIV-1A, L.P. ENERVEST XIV-WIC NORA LLC - CBM - 1001 Fannin Street Ste 800 Houston, TX 77002 | 12.49 acres | 2.568% |

**Exhibit D
Unit KY-2
VGOB Docket # 23-0516-4264
Leased Parties in a Sealed Gob
(486.445 Acre Unit)**

| | <u>Acres in Unit</u> | <u>Interest in Unit</u> |
|---|----------------------|-------------------------|
| <u>Tract 8: TC-177 (2.62 Acres)</u> | | |
| (1) ENERVEST XIV-A NORA LLC ENERVEST ENERGY INSTITUTIONAL FUND XIV-1A, L.P. ENERVEST XIV-WIC NORA LLC - CBM - 1001 Fannin Street Ste 800 Houston, TX 77002 | 2.21 acres | 0.454% |
| <u>Tract 9: TC-177 (0.54 Acres)</u> | | |
| (1) ENERVEST XIV-A NORA LLC ENERVEST ENERGY INSTITUTIONAL FUND XIV-1A, L.P. ENERVEST XIV-WIC NORA LLC - CBM - 1001 Fannin Street Ste 800 Houston, TX 77002 | 0.54 acres | 0.111% |
| <u>Tract 10: TL-219; Mae Smith Rowlett (9.76 Acres)</u> | | |
| (1) ENERVEST XIV-A NORA LLC ENERVEST ENERGY INSTITUTIONAL FUND XIV-1A, L.P. ENERVEST XIV-WIC NORA LLC - CBM - 1001 Fannin Street Ste 800 Houston, TX 77002 | 9.76 acres | 2.00% |
| <u>Tract 11: TC-119; Exezius Smith (43.18 Acres)</u> | | |
| (1) ENERVEST XIV-A NORA LLC ENERVEST ENERGY INSTITUTIONAL FUND XIV-1A, L.P. ENERVEST XIV-WIC NORA LLC - CBM - 1001 Fannin Street Ste 800 Houston, TX 77002 | 8.61 acres | 1.770% |

**Exhibit D
Unit KY-2
VGOB Docket # 23-0516-4264
Leased Parties in a Sealed Gob
(486.445 Acre Unit)**

| | Acres in Unit | Interest in Unit |
|---|----------------------|-------------------------|
| <u>Tract 12: TL-219; Mae Smith Rowlett (67.202 Acres)</u> | | |
| (1) ENERVEST XIV-A NORA LLC ENERVEST ENERGY INSTITUTIONAL FUND XIV-1A, L.P. ENERVEST XIV-WIC NORA LLC - CBM - 1001 Fannin Street Ste 800 Houston, TX 77002 | 15.26 acres | 3.137% |
| <u>Tract 13: TL-219; Mae Smith Rowlett (15.608 Acres)</u> | | |
| (1) ENERVEST XIV-A NORA LLC ENERVEST ENERGY INSTITUTIONAL FUND XIV-1A, L.P. ENERVEST XIV-WIC NORA LLC - CBM - 1001 Fannin Street Ste 800 Houston, TX 77002 | 12.72 acres | 2.616% |
| <u>Tract 14: TL-219; Mae Smith Rowlett (15.608 Acres)</u> | | |
| (1) ENERVEST XIV-A NORA LLC ENERVEST ENERGY INSTITUTIONAL FUND XIV-1A, L.P. ENERVEST XIV-WIC NORA LLC - CBM - 1001 Fannin Street Ste 800 Houston, TX 77002 | 1.04 acres | 0.214% |
| <u>Tract 15: T-146; Exezius Smith (40 Acres)</u> | | |
| (1) ENERVEST XIV-A NORA LLC ENERVEST ENERGY INSTITUTIONAL FUND XIV-1A, L.P. ENERVEST XIV-WIC NORA LLC - CBM - 1001 Fannin Street Ste 800 Houston, TX 77002 | 31.34 acres | 6.442% |

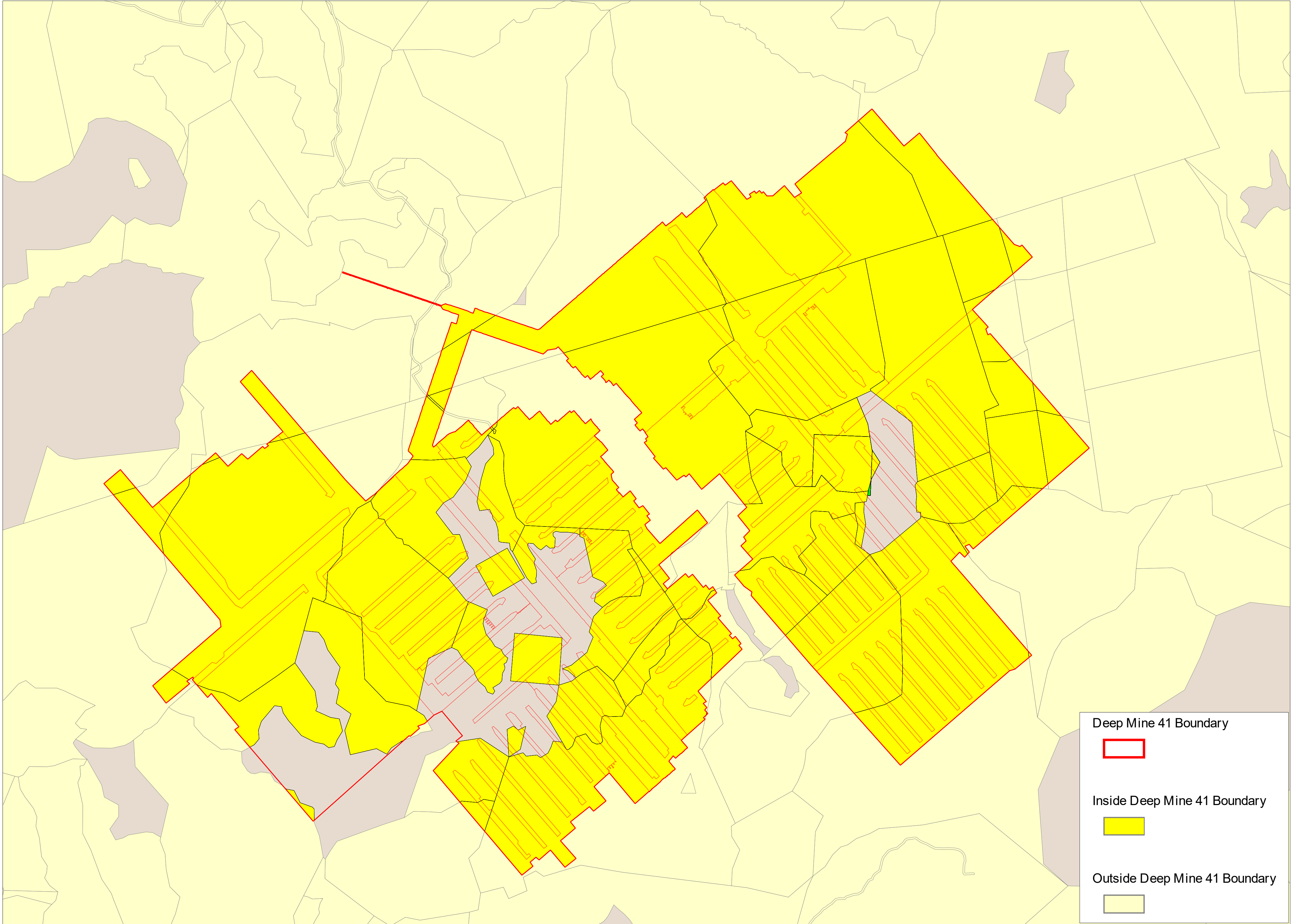
**Exhibit D
Unit KY-2
VGOB Docket # 23-0516-4264
Leased Parties in a Sealed Gob
(486.445 Acre Unit)**

| | <u>Acres in Unit</u> | <u>Interest in Unit</u> |
|---|----------------------|-------------------------|
| <u>Tract 16: TL-219; Mae Smith Rowlett (67.202 Acres)</u> | | |
| (1) ENERVEST XIV-A NORA LLC ENERVEST ENERGY INSTITUTIONAL FUND XIV-1A, L.P. ENERVEST XIV-WIC NORA LLC - CBM - 1001 Fannin Street Ste 800 Houston, TX 77002 | 12.01 acres | 2.469% |
| <u>Tract 17: T2-120; Roland L. Counts (87.86 Acres)</u> | | |
| (1) ENERVEST XIV-A NORA LLC ENERVEST ENERGY INSTITUTIONAL FUND XIV-1A, L.P. ENERVEST XIV-WIC NORA LLC - CBM - 1001 Fannin Street Ste 800 Houston, TX 77002 | 3.38 acres | 0.696% |
| <u>Tract 18: T-1022; JBF Counts (58.14 Acres)</u> | | |
| (1) ENERVEST XIV-A NORA LLC ENERVEST ENERGY INSTITUTIONAL FUND XIV-1A, L.P. ENERVEST XIV-WIC NORA LLC - CBM - 1001 Fannin Street Ste 800 Houston, TX 77002 | 52.99 acres | 10.894% |
| <u>Tract 19: (22 Acres)</u> | | |
| (1) ENERVEST XIV-A NORA LLC ENERVEST ENERGY INSTITUTIONAL FUND XIV-1A, L.P. ENERVEST XIV-WIC NORA LLC - CBM - 1001 Fannin Street Ste 800 Houston, TX 77002 | 17.84 acres | 3.667% |

**Exhibit D
Unit KY-2
VGOB Docket # 23-0516-4264
Leased Parties in a Sealed Gob
(486.445 Acre Unit)**

| | <u>Acres in Unit</u> | <u>Interest in Unit</u> |
|---|----------------------|-------------------------|
| <u>Tract 20: TL-184; JF Smith (62.24 Acres)</u> | | |
| (1) ENERVEST XIV-A NORA LLC ENERVEST ENERGY INSTITUTIONAL FUND XIV-1A, L.P. ENERVEST XIV-WIC NORA LLC - CBM - 1001 Fannin Street Ste 800 Houston, TX 77002 | 6.25 acres | 1.286% |
| <u>Tract 21: T-47; WT Goodloe (556.33 Acres)</u> | | |
| (1) ENERVEST XIV-A NORA LLC ENERVEST ENERGY INSTITUTIONAL FUND XIV-1A, L.P. ENERVEST XIV-WIC NORA LLC - CBM - 1001 Fannin Street Ste 800 Houston, TX 77002 | 73.15 acres | 15.037% |
| <u>Tract 22: T-47; WT Goodloe (556.33 Acres)</u> | | |
| (1) ENERVEST XIV-A NORA LLC ENERVEST ENERGY INSTITUTIONAL FUND XIV-1A, L.P. ENERVEST XIV-WIC NORA LLC - CBM - 1001 Fannin Street Ste 800 Houston, TX 77002 | 25.57 acres | 5.256% |
| <u>Tract 23: TC-177 (15.34 Acres)</u> | | |
| (1) ENERVEST XIV-A NORA LLC ENERVEST ENERGY INSTITUTIONAL FUND XIV-1A, L.P. ENERVEST XIV-WIC NORA LLC - CBM - 1001 Fannin Street Ste 800 Houston, TX 77002 | 0.07 acres | 0.014% |

| EXHIBIT I | | | | | |
|---|--------------------|------------------------|---------------|------------------|--|
| Unit KY-2 | | | | | |
| VGOB Docket # 23-0516-4264 | | | | | |
| List of all Wells Incl. the Sealed Gob | | | | | |
| (486.445 Acre Unit) | | | | | |
| UNIT NUMBER | WELL NUMBER | DGO FILE NUMBER | STATUS | TYPE WELL | |
| BH-38 | P-115 (116) | A09DK | PLUGGED | CONVENTIONAL | |
| BH-39 | P-454 | DI-0413 | PLUGGED | CONVENTIONAL | |
| BH-39 | P-454C | DI-0670 | ACTIVE | COALBED | |
| BH-40 | VC-536106 | DI-0670 | PLUGGED | COALBED | |
| BH-40 | VC-3754 | DI-0885 | PLUGGED | COALBED | |
| BH-40 | P-96(117) | A10DK | ACTIVE | CONVENTIONAL | |
| BH-41 | VC-3449 | DI-0796 | ACTIVE | COALBED | |
| BH-41 | VC-3237 | A22DK | ACTIVE | COALBED | |
| BI-39 | VC-503042 | DI-1324 | ACTIVE | COALBED | |
| BI-39 | P-98 (122) | A03DK | PLUGGED | CONVENTIONAL | |
| BI-40 | VC-704511 | DI-1034 | ACTIVE | COALBED | |
| BI-41 | VC-3043 | DI-0807 | ACTIVE | COALBED | |
| BI-41 | P-97 (123) | A07DK | PLUGGED | CONVENTIONAL | |
| BI-42 | VC-703619 | DI-0821 | ACTIVE | COALBED | |
| BI-42 | P-332 | DI-0328 | ACTIVE | CONVENTIONAL | |
| BJ-38 | VC-3324 | DI-0831 | ACTIVE | COALBED | |
| BJ-39 | VC-504509 | DI-1079 | PLUGGED | COALBED | |
| BJ-40 | VC-3047 | DI-0950 | ACTIVE | COALBED | |
| BJ-41 | VC-3048 | DI-0755 | ACTIVE | COALBED | |
| BJ-41 | P-286 | DI-0344 | PLUGGED | CONVENTIONAL | |
| BJ-42 | VC-4272 | DI-0980 | ACTIVE | COALBED | |
| BJ-43 | VC-4661 | DI-1054 | ACTIVE | COALBED | |
| BJ-43 | 106 | n/a | ? | ? | |
| BK-38 | VC-4158 | DI-0957 | ACTIVE | COALBED | |
| BK-39 | VC-2020 | DI-0599 | active | COALBED | |
| BK-39 | P-193 | DI-0254 | ACTIVE | CONVENTIONAL | |
| BK-40 | VC-503573 | DI-1220 | ACTIVE | COALBED | |
| BK-41 | VC-2015 | DI-0587 | ACTIVE | COALBED | |
| BK-42 | P-12 | n/a | ? | ? | |
| BK-43 | VC-535437 | DI-1215 | ACTIVE | COALBED | |
| BL-39 | VC-3668 | DI-0854 | ACTIVE | COALBED | |
| BL-40 | P-248 | DI-0332 | ACTIVE | CONVENTIONAL | |
| BL-40 | VC-2014 | DI-0601 | ACTIVE | COALBED | |
| BL-41 | VC-504505 | DI-1107 | PLUGGED | COALBED | |



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 10th 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"

