

BEFORE THE VIRGINIA GAS AND OIL BOARD

APPLICANT: Keyrock Energy, LLC

**DIVISION OF GAS AND OIL
DOCKET NO: VGOB 24-0220-4280-01**

RELIEF SOUGHT: Amendment to Pooling Order M-26-1, Docket No. VGOB 24-0220-4280-01, Paragraph 9.2

LOCATION: See "Exhibit A"

HEARING DATE: January 21, 2025

**UNIT NUMBER: Keyrock M-26-1
IN DICKENSON COUNTY, VIRGINIA**

APPLICATION

1) Parties: Applicant is Keyrock Energy, LLC, 207 East Main Street, Suite 2-D, P. O. Box 2223, Johnson City, TN 37605, and the applicant is represented by Freddie E. Mullins, Esq. 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. If living, each individual named in "Exhibit B" 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 legal entity 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 Lower Banner Coal Seam (hereinafter "Subject Formation") in the Contura Deep Mine 26 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 ("Lease"), which is attached to the Application, 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", 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 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)** The applicant estimates that the total amount of recoverable gas is 340 mmcf.
- 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, 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 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 the 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.

- i) By that certain Pooling Order (“Order”) for Keyrock M-26-1, Docket No. VGOB 24-0220-4280, this Board established certain elections in which an owner of coalbed methane gas in the unit could choose to participate; a copy of the Order is attached hereto as Exhibit N, Paragraph 9.2 of the Order fixes compensation and shut-in payments if no election is made by an owner. Specifically, the Order in part states: “[s]hut-in Payments: If 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. Lessee shall continue to tender to Lessor shut-in payments in the amount of \$1,000.00 per month until 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.”
- j) Keyrock Energy entered into the Lease for their coalbed methane gas rights over large portions of Deep Mine 26. The terms of the Lease, including the shut-in payment, were applicable to the entire mine, and not one specific pool or sealed area. Thus, under the Lease, Enervest, who maintains a controlling interest on a mine-wide and pool-wide basis, would not receive a shut-in royalty unless and until all wells within all the pools/sealed areas have been shut-in awaiting either plugging or production.
- k) Keyrock Energy, LLC operates under a unique business model designed to generate revenue primarily through the annual sale of carbon credits derived from coalbed methane gas production in the Subject Lands. This approach necessitates aligning payment obligations and operational decisions with annual revenue cycles rather than the monthly timelines contemplated in traditional pooling orders. This model ensures the efficient management of financial resources and compliance obligations while protecting the correlative rights of all stakeholders.
- l) The Lease was designed for mine-wide applicability. The lease terms, including shut-in payment obligations, were never intended to be applied on a pool-by-pool basis. This broader applicability reflects the operational realities of sealed gob production and is essential for the efficient administration of the Lease. The amendment requested herein aligns the pooling order with the original intent of the Lease and operational framework.
- m) Keyrock seeks to amend Paragraph 9.2 of the Pooling Order to reflect the original intent of a unified mine-wide application of the shut-in payment provision, ensuring fair and equitable compensation based on ownership percentage within the pool. This ensures that each Lessor receives compensation that reflects their actual stake in the pool, preventing any single owner from disproportionately benefiting at the expense of others.

n) By capping the total shut-in payment obligation at \$1,000 per annual reporting period for the entire pool, Keyrock ensures that the economic burden is managed collectively and equitably, preventing unnecessary depletion of pool resources. This benefits all owners by maintaining the economic viability of the unit.

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:**

a) Applicant requests that Paragraph 9.2 of the Order be deleted in its entirety and replaced with the following: "Option 2 - Compensation. Any Gas Owner or Claimant named in Exhibit B-3 who does not reach a voluntary agreement with the Unit Operator may elect to participate under the following terms:

- **Royalty:** For each tract owned by the Lessor, Lessee shall annually pay Lessor royalties calculated as 12.5%, multiplied by the ratio of the acreage of that tract to the total acreage of the Subject Drilling Unit (under Va. Code § 45.2-1620(B)), multiplied by the gross revenue from the sale of Carbon Credits, without deduction for any post-production costs or expenses. If Carbon Credits are not issued by the California Air Resources Board (CARB) for sale or if the market value generates no revenue, there would be no royalty paid based on the gas production. Annual royalty shall be paid within 90 days of the sale of Carbon Credits.
- **Depth Restriction:** All terms of this lease are confined to the mined-out interval of Deep Mine No. 26, otherwise defined as the Lower Banner Seam.
- **Shut-in Payments:** If production has ceased from the proposed well within the pooled boundary for the entire annual reporting period, Lessee shall tender to each Lessor a shut-in royalty within ninety (90) days of the close of the annual reporting period following such cessation in an amount to be determined by multiplying the percentage ownership each Lessor possesses in the Proposed Unit by \$1,000.00. Lessee shall continue to tender to Lessor shut-in payments per each annual reporting period until the well is plugged or production resumes. The Shut-in Payment due each Lessor is calculated on a percentage of acreage owned by each Lessor inside the Pool. In no instance shall the total amount paid to all Lessors exceed the amount calculated by multiplying the amount of \$1,000.00 by each Lessor's percentage ownership of the Proposed Unit and then adding all such sums together

b) 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: December 11, 2024

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 24-0220-4280-01**

**RELIEF SOUGHT: Amendment to Pooling Order M-26-1, Paragraph 9.2,
Docket No. VGOB 24-0220-4280-01**

LOCATION: See "Exhibit A"

UNIT NUMBER: Keyrock M-26-1 in Dickenson County, Virginia

HEARING DATE: January 21, 2025

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

TIME: 10:00 a.m.

RESPONDENTS: UNKNOWN

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 Keyrock M-26-1 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:

NOTICE IS HEREBY GIVEN that Applicant is requesting that the Virginia Gas and Oil Board (hereinafter "Board") modify an order previously issued by this Board that created 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 Keyrock M-26-1 containing approximately 815.81 +/- acres, for the mined-out Lower Banner Coal Seam. Applicant requests that the Board issue an order providing as follows:

- a)** Amendment of Paragraph 9.2 of that certain Pooling Order ("Order") issued for Keyrock M-26-1, Docket No. VGOB 24-0220-4280, to read as follows: "9.2 Shut-in Payments: If 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. Lessee shall continue to tender to Lessor shut-in payments in the amount of \$1,000.00 per month until the well is plugged or production resumes. The Shut-in Payment is to be pro-rated by percent ownership within the pool. At no point will the total amount of Shut-in Payments exceed \$1,000.00 for any calendar month."

- b) 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 January 21, 2025, 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, contact the Virginia Gas and Oil Board, State Oil and Gas Inspector, Virginia Department of Energy, Division of Gas and Oil, 3405 Mountain Empire Road, Big Stone Gap, Virginia 24219, or the Applicant at the address shown below.

Dated: December 11, 2024

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

STA. DM 26-1
5" REBAR
N 3,585,707.600
E 10,310,003.730
EL. 1975.431

TIE LINE
S57° 48' 10.45"E
2807.435'

PROPOSED
KEYROCK M-26-1

TIE LINE
N42° 22' 00.37"W
493.611'

TIE LINE
N28° 36' 08.01"E
2346.076'

STA. 300
RED PLASTIC STAKE
N 3,583,847.002
E 10,312,712.07
EL. 1645.727

TOTAL UNIT AREA
= 58.77 ACRES

STA. DM 26-2
5" REBAR
N 3,582,151.934
E 10,311,256.311
EL. 2067.513

WELL LOCATION PLAT (Nora Grid BB-13)

COMPANY Keyrock Energy, LLC WELL NAME OR NUMBER Keyrock M-26-1 TRACT
NO. Lease Dated October 2, 2019 between Enervest Operating, LLC and Keyrock Energy, LLC QUADRANGLE Wood/Caney Ridge
DISTRICT Kenady
WELL COORDINATES (VIRGINIA STATE PLANE 83) N 3,584,211.71 E10,312,379.44
ELEVATION 1623.4 (Approx. +/- 1 foot) METHOD USED TO DETERMINE ELEVATION GPS-Trig
COUNTY Dickenson SCALE 1"=400' DATE 11/17/2024
THIS PLAT IS A NEW PLAT X AN UPDATED PLAT OR A FINAL LOCATION PLAT No. 2715

+ DENOTES THE LOCATION OF A WELL ON THE UNITED STATES TOPOGRAPHIC MAPS, SCALE 1 TO 24,000, LATITUDE AND LONGITUDE LINES BEING REPRESENTED BY BORDER LINES AS SHOWN.

W. M. Clisso
LICENSED LAND SURVEYOR

(AFFIX SEAL)

EXHIBIT A
PROPERTY OWNERSHIP INFORMATION FOR SOUTH BLOCK
TRACT IDENTIFICATION

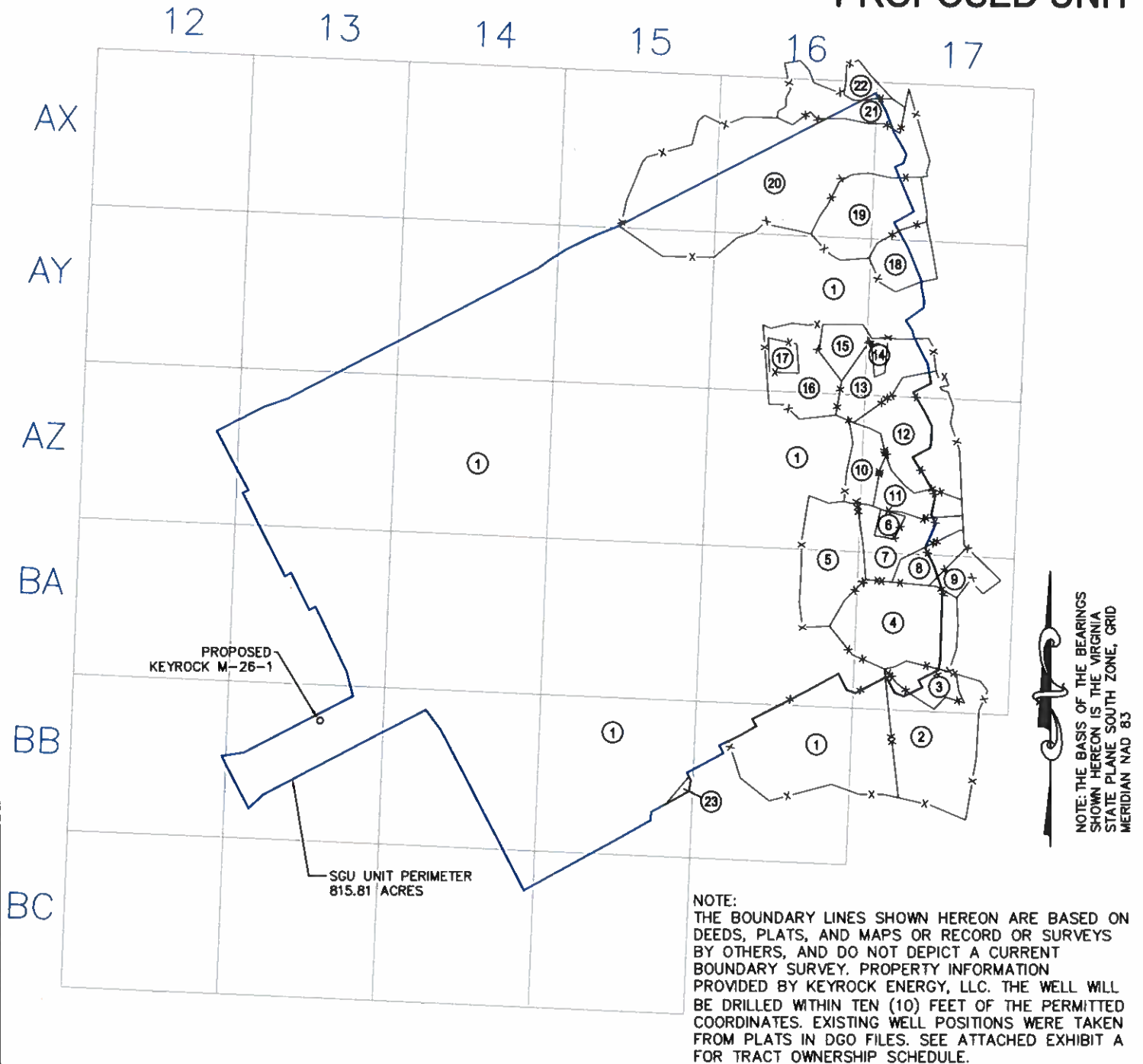
1

C. F. HIGHLANDS, LLC - SURFACE
ACIN, LLC - MINERAL
53.78 ACRES 91.51%
DICKENSON COUNTY
TAX I.D. NO. 05455, 05351, 17808, 21831
DB 566, PG 572

2

KEYROCK ENERGY, LLC - SURFACE
ACIN, LLC - MINERAL
4.99 ACRES 8.49%
DICKENSON COUNTY
DB 574, PG 329

PROPOSED UNIT

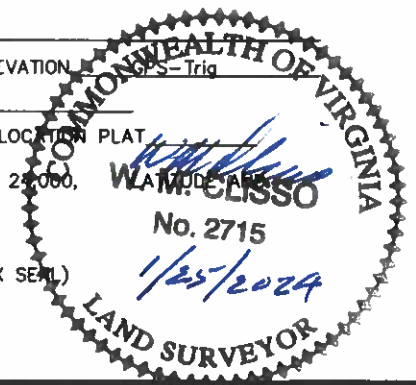


WELL LOCATION PLAT

COMPANY Keyrock Energy, LLC WELL NAME OR NUMBER Keyrock M-26-1
TRACT NO. Lease Dated October 2, 2019 between Enervest Operating, LLC and Keyrock Energy, LLC QUADRANGLE Pound/Coney Ridge
DISTRICT Kenady
WELL COORDINATES (VIRGINIA STATE PLANE 83) _____
ELEVATION _____ (Approx. +/- 1 foot) METHOD USED TO DETERMINE ELEVATION GPS-Trig
COUNTY Dickenson SCALE 1"=1,500' DATE _____
THIS PLAT IS A NEW PLAT X; AN UPDATED PLAT _____; OR A FINAL LOCATION PLAT _____
+ DENOTES THE LOCATION OF A WELL ON THE UNITED STATES TOPOGRAPHIC MAPS, SCALE 1 TO 25,000, LONGITUDE LINES BEING REPRESENTED BY BORDER LINES AS SHOWN.

W. M. CLISSO 015 #2915
LICENSED LAND SURVEYOR

(AFFIX SEAL)



PROPOSED UNIT
PROPERTY OWNERSHIP INFORMATION FOR SOUTH BLOCK
TRACT IDENTIFICATION

- | | |
|--|--|
| <p>① ENERVEST—GAS, OIL, CBM
ACIN—COAL
KEYROCK ENERGY, LLC—GAS 650.79 ACRES 79.77%
KEYROCK ENERGY—LESSEE</p> <p>② UNKNOWN—SURFACE, OIL, GAS, CBM 20.4 ACRES
ACIN—COAL
UNKNOWN—GAS 0.46 ACRES 0.06%</p> <p>③ UNKNOWN—SURFACE, OIL, GAS CBM 4.9 ACRES
ACIN—COAL
UNKNOWN—GAS 2.09 ACRES 0.26%</p> <p>④ H. C. BUCHANAN HEIRS—SURFACE, OIL, GAS, CBM 21.75 ACRES
ACIN—COAL
H. C. BUCHANAN HEIRS—GAS 18.93 ACRES 2.32%</p> <p>⑤ CHRISTOPHER STANLEY—SURFACE, OIL, GAS, CBM 16.20 ACRES
ACIN—COAL
CHRISTOPHER STANLEY—GAS 16.20 ACRES 1.99%</p> <p>⑥ MICHAEL GENTRY—SURFACE, OIL, GAS, CBM 1.4 ACRES
ACIN—COAL
MICHAEL GENTRY—GAS 1.4 ACRES 0.17%</p> <p>⑦ JESSIE C. MULLINS—SURFACE, OIL, GAS, CBM 9.55 ACRES
ACIN—COAL
JESSIE C. MULLINS—GAS 7.7 ACRES 0.94%</p> <p>⑧ RHONDA HENSLEY—SURFACE, OIL, GAS, CBM 6.9 ACRES
ACIN—COAL
RHONDA HENSLEY—GAS 2.69 ACRES 0.33%</p> <p>⑨ DONNA MULLINS—SURFACE, OIL, GAS, CBM 4.2 ACRES
ACIN—COAL
DONNA MULLINS—GAS 0.15 ACRES 0.02%</p> <p>⑩ CRUSE & NORMA WALLACE, C/O ROBERT NEWSOME—SURFACE,
OIL, GAS, CBM 5.93 ACRES
ACIN—COAL
CRUSE & NORMA WALLACE, C/O ROBERT NEWSOME—GAS 5.93
ACRES 0.73%</p> <p>⑪ JOSEPH MULLINS—SURFACE, OIL, GAS, CBM 5.75 ACRES
ACIN—COAL
JOSEPH MULLINS—GAS 4.48 ACRES 0.55%</p> | <p>⑫ ROGER DALE COLLEY—SURFACE, OIL, GAS, CBM 14.5 ACRES
ACIN—COAL
ROGER DALE COLLEY—GAS 10.87 ACRES 1.33%</p> <p>⑬ JAMES ROBINETTE—SURFACE, OIL, GAS, CBM 10.2 ACRES
ACIN—COAL
JAMES ROBINETTE—GAS 9.58 ACRES 1.17%</p> <p>⑭ MORGAN MULLINS—SURFACE, OIL, GAS, CBM 1.0 ACRES
ACIN—COAL
MORGAN MULLINS—GAS 1.0 ACRES 0.123%</p> <p>⑮ KATHRYN NEWMAN—SURFACE, OIL, GAS, CBM 4.58 ACRES
ACIN—COAL
KATHRYN NEWMAN—GAS 4.58 ACRES 0.56%</p> <p>⑯ RICKY BEVERLY—SURFACE, OIL, GAS, CBM 11.4 ACRES
ACIN—COAL
RICKY BEVERLY—GAS 11.4 ACRES 1.40%</p> <p>⑰ KAREN YATES—SURFACE, OIL, GAS, CBM 2.19 ACRES
ACIN—COAL
KAREN YATES—GAS 2.19 ACRES 0.27%</p> <p>⑱ C. W. MULLINS—SURFACE, OIL, GAS, CBM 7.8 ACRES
ACIN—COAL
C. W. MULLINS—GAS 4.60 ACRES 0.56%</p> <p>⑲ CAROL DECKARD—SURFACE, OIL, GAS, CBM 16.75 ACRES
ACIN—COAL
CAROL DECKARD—GAS 14.06 ACRES 1.72%</p> <p>⑳ THE BRINK'S COMPANY—SURFACE, OIL, GAS, CBM 65.56 ACRES
ACIN—COAL
THE BRINK'S COMPANY—GAS 43.92 ACRES 5.38%</p> <p>㉑ CATHY STANLEY—SURFACE, OIL, GAS, CBM 7.0 ACRES
ACIN—COAL
CATHY STANLEY—GAS 2.25 ACRES 0.28%</p> <p>㉒ BARRY DEAN HILL—SURFACE, OIL, GAS, CBM 2.67 ACRES
ACIN—COAL
BARRY DEAN HILL—GAS 0.11 ACRES 0.014%</p> <p>㉓ UNKNOWN—SURFACE, OIL, GAS, CBM UNKNOWN ACRES
ACIN—COAL
UNKNOWN—GAS 0.43 ACRES 0.053%</p> |
|--|--|

Name	Ownership	Tract # Address
Enervest	Oil, Gas, CBM	1 1001 Fannin St., Suite 800, Houston, TX 77002
Unknown	Surf,Oil,Gas,CBM	2
Unknown	Surf,Oil,Gas,CBM	3
H. C. Buchanan Heirs, c/o Valda Vanover	Surf,Oil,Gas,CBM	4 P. O. Box 693, Clintwood, VA 24228
Christopher Stanley	Surf,Oil,Gas,CBM	5 P. O. Box 1536 Cintwood, VA 24228
Michael B. Gentry	Surf,Oil,Gas,CBM	6 197 Taylor Lick Branch, Clintwood, VA 24228
Jessie C. Mullins	Surf,Oil,Gas,CBM	7 3620 Linwood Ave., Columbus, OH 43207-5152
Rhonda Hensley	Surf,Oil,Gas,CBM	8 1309 Scott Hollow, Rose Hill, VA 24281
Donna Mullins	Surf,Oil,Gas,CBM	9 1952 Honey Camp Road, Clintwood, VA 24228
Cruse & Norma Wallace, c/o Robert Newsome	Surf,Oil,Gas,CBM	10 240 Back Branch, Salyersville, KY 41465
Joseph Mullins	Surf,Oil,Gas,CBM	11 P. O. Box 302, Clintwood, VA 24228
Roger Dale Colley, c/o Jeanette Colley	Surf,Oil,Gas,CBM	12 3110 Coeburn Road, Clintwood, VA 24228
James Robinette	Surf,Oil,Gas,CBM	13 P. O. Box 17, Wise, VA 24293
Morgan Mullins	Surf,Oil,Gas,CBM	14 P. O. Box 830, Clintwood, VA 24228
Kathryn Newman	Surf,Oil,Gas,CBM	15 236 Windsong Trail, Clintwood, VA 24228
Ricky Beverly	Surf,Oil,Gas,CBM	16 335 Windsong Trail, Clintwood, VA 24228
Karen Yates	Surf,Oil,Gas,CBM	17 202 Holly Drive, Clintwood, VA 24228
C. W. Mullins	Surf,Oil,Gas,CBM	18 195 Chickasaw Circle, Church Hill, TN 37642
Carol Deckard	Surf,Oil,Gas,CBM	19 2734 Coeburn Road, Clintwood, VA 24228
The Brink's Company	Surf,Oil,Gas,CBM	20 1801 Bayberry Ct., P. O. Box 18100, Richmond, VA 23226-3771
Cathy Stanley	Surf,Oil,Gas,CBM	21 366 Powers Branch Road, Clintwood, VA 24228
Barry Dean Hill c/o Farmers and Miners Bank	Surf,Oil,Gas,CBM	22 41526 West Morgan Avenue, Pennington Gap, VA 24277
Attn: Escrow Department		
Unknown	Surf,Oil,Gas,CBM	23
ACIN	Coal	All 5260 Irwin Rd., Huntington, WV 25705

**Exhibit B
Keyrock M-26-1
VGOB Docket # 24-0220-4280-01
List of Owners in a Sealed Gob
(815.81 Acre Unit)**

	<u>Acres in Unit</u>	<u>Interest in Unit</u>
<u>Tract One – Keyrock Energy, LLC TR (650.79 Acres)</u>		
(1) ENERVEST XIV-A NORA LLC ENERVEST ENERGY INSTITUTIONAL FUND XIV-1A, L.P. ENERVEST XIV-WIC NORA LLC - Gas, Oil & CBM - 1001 Fannin St Ste. 800 Houston TX 77002		
(2) ACIN LLC - Coal Capitol Corporate Services, Inc. 10 South Jefferson St. Ste 1400 Roanoke, VA 24011		
(3) Keyrock Energy - CBM Lessee Corporate Creations Network Inc. 425 W Washington St. Ste 4 Suffolk, VA, 23434 – 5320	650.79 acres	79.77%
<u>Tract Two – UNKNOWN TR (20.4 Acres)</u>		
(1) ACIN LLC – Coal Capitol Corporate Services, Inc. 10 South Jefferson St. Ste 1400 Roanoke, VA 24011		
(2) UNKNOWN - Gas	0.46 acres	0.06%
<u>Tract Three – UNKNOWN TR (4.9 Acres)</u>		
(1) ACIN LLC – Coal Capitol Corporate Services, Inc. 10 South Jefferson St. Ste 1400 Roanoke, VA 24011		
(2) UNKNOWN - Gas	2.09 acres	0.26%
<u>Tract Four – H. C. Buchanan Heirs (21.75 Acres)</u>		
(1) ACIN LLC – Coal Capitol Corporate Services, Inc. 10 South Jefferson St. Ste 1400 Roanoke, VA 24011		

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Keyrock M-26-1
VGOB Docket # 24-0220-4280-01
List of Owners in a Sealed Gob
(815.81 Acre Unit)**

	Acres in Unit	Interest in Unit
(2) H. C. Buchanan Heirs - Gas c/o Valda Vanover PO Box 693 Clintwood, VA 24228	18.93 acres	2.32%
<u>Tract Five – Christopher Stanley TR (16.20 Acres)</u>		
(1) ACIN LLC – Coal Capitol Corporate Services, Inc. 10 South Jefferson St. Ste 1400 Roanoke, VA 24011		
(2) Christopher Stanley - Gas PO Box 1536 Cintwood, VA 24228	16.20 acres	1.99%
<u>Tract Six – Michael B. Gentry TR (1.4 Acres)</u>		
(1) ACIN LLC – Coal Capitol Corporate Services, Inc. 10 South Jefferson St. Ste 1400 Roanoke, VA 24011		
(2) Michael B. Gentry - Gas 197 Taylor Lick Branch Clintwood, VA 24228	1.4 acres	0.17%
<u>Tract Seven – Jessie C. Mullins TR (9.55 Acres)</u>		
(1) ACIN LLC – Coal Capitol Corporate Services, Inc. 10 South Jefferson St. Ste 1400 Roanoke, VA 24011		
(2) Jessie C. Mullins - Gas 3620 Linwood Ave. Columbus, OH 43207-5152	7.7 acres	0.94%
<u>Tract Eight – Rhonda Hensley TR (6.9 Acres)</u>		
(1) ACIN LLC – Coal Capitol Corporate Services, Inc. 10 South Jefferson St. Ste 1400 Roanoke, VA 24011		
(2) Rhonda Hensley - Gas 1309 Scott Hollow Rose Hill, VA24281	2.69 acres	0.33%

**Exhibit B
Keyrock M-26-1
VGOB Docket # 24-0220-4280-01
List of Owners in a Sealed Gob
(815.81 Acre Unit)**

	<u>Acres in Unit</u>	<u>Interest in Unit</u>
<u>Tract Nine – Donna Mullins TR (4.2 Acres)</u>		
(1) ACIN LLC – Coal Capitol Corporate Services, Inc. 10 South Jefferson St. Ste 1400 Roanoke, VA 24011		
(2) Donna Mullins - Gas 1952 Honey Camp Rd. Clintwood, VA 24228	0.15 acres	0.02%
<u>Tract Ten – Cruse & Norma Wallace TR (5.93 Acres)</u>		
(1) ACIN LLC – Coal Capitol Corporate Services, Inc. 10 South Jefferson St. Ste 1400 Roanoke, VA 24011		
(2) Cruse & Norma Wallace - Gas c/o Robert Newsome 240 Back Branch Salyersville, KY 41465	5.93 acres	0.73%
<u>Tract Eleven – Joseph Mullins TR (5.75 Acres)</u>		
(1) ACIN LLC – Coal Capitol Corporate Services, Inc. 10 South Jefferson St. Ste 1400 Roanoke, VA 24011		
(2) Joseph Mullins - Gas PO Box 302 Clintwood, VA 24228	4.48 acres	0.55%
<u>Tract Twelve – Roger Dale Colley TR (14.5 Acres)</u>		
(1) ACIN LLC – Coal Capitol Corporate Services, Inc. 10 South Jefferson St. Ste 1400 Roanoke, VA 24011		
(2) Roger Dale Colley - Gas c/o Jeanette Colley 3110 Coeburn Rd. Clintwood, VA 24228	10.87 acres	1.33%
<u>Tract Thirteen – James Robinette TR (10.2 Acres)</u>		
(1) ACIN LLC – Coal Capitol Corporate Services, Inc. 10 South Jefferson St.		

Exhibit B
Keyrock M-26-1
VGOB Docket # 24-0220-4280-01
List of Owners in a Sealed Gob
(815.81 Acre Unit)

	Acres in Unit	Interest in Unit
Ste 1400 Roanoke, VA 24011		
(2) James Robinette - Gas PO Box 17 Wise, VA 24293	9.58 acres	1.17%
<u>Tract Fourteen – Morgan Mullins TR (1.0 Acres)</u>		
(1) ACIN LLC – Coal Capitol Corporate Services, Inc. 10 South Jefferson St. Ste 1400 Roanoke, VA 24011		
(2) Morgan Mullins - Gas PO Box 830 Clintwood, VA 24228	1.0 acres	0.123%
<u>Tract Fifteen - Kathryn Newman TR (4.58 Acres)</u>		
(1) ACIN LLC – Coal Capitol Corporate Services, Inc. 10 South Jefferson St. Ste 1400 Roanoke, VA 24011		
(2) Kathryn Newman - Gas 236 Windsong Trail Clintwood, VA 24228	4.58 acres	0.56%
<u>Tract Sixteen – Ricky Beverly TR (11.4 Acres)</u>		
(1) ACIN LLC – Coal Capitol Corporate Services, Inc. 10 South Jefferson St. Ste 1400 Roanoke, VA 24011		
(2) Ricky Beverly - Gas 335 Windsong Trail Clintwood, VA 24228	11.4 acres	1.40%
<u>Tract Seventeen – Karen Yates TR (2.19 Acres)</u>		
(1) ACIN LLC – Coal Capitol Corporate Services, Inc. 10 South Jefferson St. Ste 1400 Roanoke, VA 24011		
(2) Karen Yates - Gas 202 Holly Dr. Clintwood, VA 24228	2.19 acres	0.27%

**Exhibit B
Keyrock M-26-1
VGOB Docket # 24-0220-4280-01
List of Owners in a Sealed Gob
(815.81 Acre Unit)**

	Acres in Unit	Interest in Unit
<u>Tract Eighteen – C. W. Mullins TR (7.8 Acres)</u>		
(1) ACIN LLC – Coal Capitol Corporate Services, Inc. 10 South Jefferson St. Ste 1400 Roanoke, VA 24011		
(2) C. W. Mullins - Gas 195 Chickasaw Circle Church Hill, TN 37642	4.60 acres	0.56%
<u>Tract Nineteen – Carol Deckard TR (16.75 Acres)</u>		
(1) ACIN LLC – Coal Capitol Corporate Services, Inc. 10 South Jefferson St. Ste 1400 Roanoke, VA 24011		
(2) Carol Deckard - Gas 2734 Coeburn Rd. Clintwood, VA 24228	14.06 acres	1.72%
<u>Tract Twenty - The Brink's Company TR (65.56 Acres)</u>		
(1) ACIN LLC – Coal Capitol Corporate Services, Inc. 10 South Jefferson St. Ste 1400 Roanoke, VA 24011		
(2) The Brink's Company - Gas 1801 Bayberry Ct. PO Box 18100 Richmond, VA, 23226-3771	43.92 acres	5.38%
<u>Tract Twenty-One - Cathy Stanley TR (7.0 Acres)</u>		
(1) ACIN LLC – Coal Capitol Corporate Services, Inc. 10 South Jefferson St. Ste 1400 Roanoke, VA 24011		
(2) Cathy Stanley - Gas 366 Powers Branch Rd. Clintwood, VA 24228	2.25 acres	0.28%

**Exhibit B
Keyrock M-26-1
VGOB Docket # 24-0220-4280-01
List of Owners in a Sealed Gob
(815.81 Acre Unit)**

	Acres in Unit	Interest in Unit
<u>Tract Twenty-Two – Barry Dean Hill TR (2.67 Acres)</u>		
(1) ACIN LLC – Coal Capitol Corporate Services, Inc. 10 South Jefferson St. Ste 1400 Roanoke, VA 24011		
(2) Barry Dean Hill - Gas c/o Farmers and Miners Bank Attn: Escrow Department 41526 West Morgan Ave. Pennington Gap, VA 24277	0.11 acres	0.014%
<u>Tract Twenty-Three – Unknown TR (Unknown Acres)</u>		
(1) ACIN LLC – Coal Capitol Corporate Services, Inc. 10 South Jefferson St. Ste 1400 Roanoke, VA 24011		
(2) Unknown - Gas	0.43 acres	0.053%
TOTALS:	815.81 acres	100.00%

**Exhibit B-3
Keyrock M-26-1
VGOB Docket # 24-0220-4280-01
Unleased Parties in a Sealed Gob
(815.81 Acre Unit)**

	<u>Acres in Unit</u>	<u>Interest in Unit</u>
<u>Tract Two – UNKNOWN TR (20.4 Acres)</u>		
(1) ACIN LLC – Coal Capitol Corporate Services, Inc. 10 South Jefferson St. Ste 1400 Roanoke, VA 24011		
(2) UNKNOWN - Gas	0.46 acres	0.06%
<u>Tract Three – UNKNOWN TR (4.9 Acres)</u>		
(1) ACIN LLC – Coal Capitol Corporate Services, Inc. 10 South Jefferson St. Ste 1400 Roanoke, VA 24011		
(2) UNKNOWN - Gas	2.09 acres	0.26%
<u>Tract Four – H. C. Buchanan Heirs (21.75 Acres)</u>		
(1) ACIN LLC – Coal Capitol Corporate Services, Inc. 10 South Jefferson St. Ste 1400 Roanoke, VA 24011		
(2) H. C. Buchanan Heirs - Gas c/o Valda Vanover PO Box 693 Clintwood, VA 24228	18.93 acres	2.32%
<u>Tract Five – Christopher Stanley TR (16.20 Acres)</u>		
(1) ACIN LLC – Coal Capitol Corporate Services, Inc. 10 South Jefferson St. Ste 1400 Roanoke, VA 24011		
(2) Christopher Stanley - Gas PO Box 1536 Cintwood, VA 24228	16.20 acres	1.99%
<u>Tract Six – Michael B. Gentry TR (1.4 Acres)</u>		
(1) ACIN LLC – Coal Capitol Corporate Services, Inc. 10 South Jefferson St. Ste 1400 Roanoke, VA 24011		

**Exhibit B-3
Keyrock M-26-1
VGOB Docket # 24-0220-4280-01
Unleased Parties in a Sealed Gob
(815.81 Acre Unit)**

	Acres in Unit	Interest in Unit
(2) Michael B. Gentry - Gas 197 Taylor Lick Branch Clintwood, VA 24228	1.4 acres	0.17%
<u>Tract Seven – Jessie C. Mullins TR (9.55 Acres)</u>		
(1) ACIN LLC – Coal Capitol Corporate Services, Inc. 10 South Jefferson St. Ste 1400 Roanoke, VA 24011		
(2) Jessie C. Mullins - Gas 3620 Linwood Ave. Columbus, OH 43207-5152	7.7 acres	0.94%
<u>Tract Eight – Rhonda Hensley TR (6.9 Acres)</u>		
(1) ACIN LLC – Coal Capitol Corporate Services, Inc. 10 South Jefferson St. Ste 1400 Roanoke, VA 24011		
(2) Rhonda Hensley - Gas 1309 Scott Hollow Rose Hill, VA 24281	2.69 acres	0.33%
<u>Tract Nine – Donna Mullins TR (4.2 Acres)</u>		
(1) ACIN LLC – Coal Capitol Corporate Services, Inc. 10 South Jefferson St. Ste 1400 Roanoke, VA 24011		
(2) Donna Mullins - Gas 1952 Honey Camp Rd. Clintwood, VA 24228	0.15 acres	0.02%
<u>Tract Ten – Cruse & Norma Wallace TR (5.93 Acres)</u>		
(1) ACIN LLC – Coal Capitol Corporate Services, Inc. 10 South Jefferson St. Ste 1400 Roanoke, VA 24011		
(2) Cruse & Norma Wallace - Gas c/o Robert Newsome 240 Back Branch Salyersville, KY 41465	5.93 acres	0.73%

**Exhibit B-3
Keyrock M-26-1
VGOB Docket # 24-0220-4280-01
Unleased Parties in a Sealed Gob
(815.81 Acre Unit)**

	Acres in Unit	Interest in Unit
<u>Tract Eleven – Joseph Mullins TR (5.75 Acres)</u>		
(1) ACIN LLC – Coal Capitol Corporate Services, Inc. 10 South Jefferson St. Ste 1400 Roanoke, VA 24011		
(2) Joseph Mullins - Gas PO Box 302 Clintwood, VA 24228	4.48 acres	0.55%
<u>Tract Twelve – Roger Dale Colley TR (14.5 Acres)</u>		
(1) ACIN LLC – Coal Capitol Corporate Services, Inc. 10 South Jefferson St. Ste 1400 Roanoke, VA 24011		
(2) Roger Dale Colley - Gas c/o Jeanette Colley 3110 Coeburn Rd. Clintwood, VA 24228	10.87 acres	1.33%
<u>Tract Thirteen – James Robinette TR (10.2 Acres)</u>		
(1) ACIN LLC – Coal Capitol Corporate Services, Inc. 10 South Jefferson St. Ste 1400 Roanoke, VA 24011		
(2) James Robinette - Gas PO Box 17 Wise, VA 24293	9.58 acres	1.17%
<u>Tract Fourteen – Morgan Mullins TR (1.0 Acres)</u>		
(1) ACIN LLC – Coal Capitol Corporate Services, Inc. 10 South Jefferson St. Ste 1400 Roanoke, VA 24011		
(2) Morgan Mullins - Gas PO Box 830 Clintwood, VA 24228	1.0 acres	0.123%
<u>Tract Fifteen - Kathryn Newman TR (4.58 Acres)</u>		
(1) ACIN LLC – Coal Capitol Corporate Services, Inc. 10 South Jefferson St. Ste 1400		

**Exhibit B-3
Keyrock M-26-1
VGOB Docket # 24-0220-4280-01
Unleased Parties in a Sealed Gob
(815.81 Acre Unit)**

	Acres in Unit	Interest in Unit
Roanoke, VA 24011		
(2) Kathryn Newman - Gas 236 Windsong Trail Clintwood, VA 24228	4.58 acres	0.56%
<u>Tract Sixteen – Ricky Beverly TR (11.4 Acres)</u>		
(1) ACIN LLC – Coal Capitol Corporate Services, Inc. 10 South Jefferson St. Ste 1400 Roanoke, VA 24011		
(2) Ricky Beverly - Gas 335 Windsong Trail Clintwood, VA 24228	11.4 acres	1.40%
<u>Tract Seventeen – Karen Yates TR (2.19 Acres)</u>		
(1) ACIN LLC – Coal Capitol Corporate Services, Inc. 10 South Jefferson St. Ste 1400 Roanoke, VA 24011		
(2) Karen Yates - Gas 202 Holly Dr. Clintwood, VA 24228	2.19 acres	0.27%
<u>Tract Eighteen – C. W. Mullins TR (7.8 Acres)</u>		
(1) ACIN LLC – Coal Capitol Corporate Services, Inc. 10 South Jefferson St. Ste 1400 Roanoke, VA 24011		
(2) C. W. Mullins - Gas 195 Chickasaw Circle Church Hill, TN 37642	4.60 acres	0.56%
<u>Tract Nineteen – Carol Deckard TR (16.75 Acres)</u>		
(1) ACIN LLC – Coal Capitol Corporate Services, Inc. 10 South Jefferson St. Ste 1400 Roanoke, VA 24011		
(2) Carol Deckard - Gas 2734 Coeburn Rd. Clintwood, VA 24228	14.06 acres	1.72%

**Exhibit B-3
Keyrock M-26-1
VGOB Docket # 24-0220-4280-01
Unleased Parties in a Sealed Gob
(815.81 Acre Unit)**

	Acres in Unit	Interest in Unit
<u>Tract Twenty - The Brink's Company TR (65.56 Acres)</u>		
(1) ACIN LLC – Coal Capitol Corporate Services, Inc. 10 South Jefferson St. Ste 1400 Roanoke, VA 24011		
(2) The Brink's Company - Gas 1801 Bayberry Ct. PO Box 18100 Richmond, VA, 23226-3771	43.92 acres	5.38%
<u>Tract Twenty-One - Cathy Stanley TR (7.0 Acres)</u>		
(1) ACIN LLC – Coal Capitol Corporate Services, Inc. 10 South Jefferson St. Ste 1400 Roanoke, VA 24011		
(2) Cathy Stanley - Gas 366 Powers Branch Rd. Clintwood, VA 24228	2.25 acres	0.28%
<u>Tract Twenty-Two – Barry Dean Hill TR (2.67 Acres)</u>		
(1) ACIN LLC – Coal Capitol Corporate Services, Inc. 10 South Jefferson St. Ste 1400 Roanoke, VA 24011		
(2) Barry Dean Hill - Gas c/o Farmers and Miners Bank Attn: Escrow Department 41526 West Morgan Ave. Pennington Gap, VA 24277	0.11 acres	0.014%
<u>Tract Twenty-Three – Unknown TR (Unknown Acres)</u>		
(1) ACIN LLC – Coal Capitol Corporate Services, Inc. 10 South Jefferson St. Ste 1400 Roanoke, VA 24011		
(2) Unknown - Gas	0.43 acres	0.053%
TOTALS:	165.02 acres	20.23%

EXHIBIT C

Authorization For Expenditure (AFE)

AFE #	1021	Property #		Version #	
Well Name:	Keyrock M-26-1	Field:		Completed By:	I Morgan Pate
Location:	N 3,584,211.71 E 10,312,379.44	Operator:	Keyrock Energy	Date:	1/17/2024
Expected Pay Zones:	Mined-out Lower Banner Seam	Estimated Total Depth:	373 ft	AAPG Class:	
Proposed Work:	Drill Gob well into mined-out Lower Banner Seam	Participant:	None	W.I.	Amount
					\$0

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Gen	Sub	Description	Casing Point	Completion	Total Cost
		Leasehold Costs	\$0	\$0	\$10,000
		Permit / Title Opinion / Survey / Insurance	\$0	\$0	\$35,000
		Building Location	\$0	\$0	\$10,000
		Roads / Stone / Culverts	\$0	\$0	\$19,500
		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
		Cement Surface casing	\$0	\$0	\$0
		Cement Intermediate casing	\$0	\$0	\$3,500
		Open Hole Logging & Testing	\$0	\$0	\$3,500
		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	\$1,500
		Overhead Rate	\$0	\$0	\$0
		Misc. & Contingencies	\$0	\$0	\$5,000
		Location Rds/Stone/Culverts	\$0	\$0	\$2,000
		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	\$1,500
		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	\$136,320

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Code	Code	Description	Casing Point	Completion	Total Cost
		13 3/8" Surface Casing	\$50	\$190	\$240
		7" R1 T&C Black Steel Csg	\$350	\$12,250	\$12,600
		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	\$20,140

GRAND TOTAL WELL COST	\$0	\$0	\$156,460
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153	115	Plugging & Abandonment	\$0	
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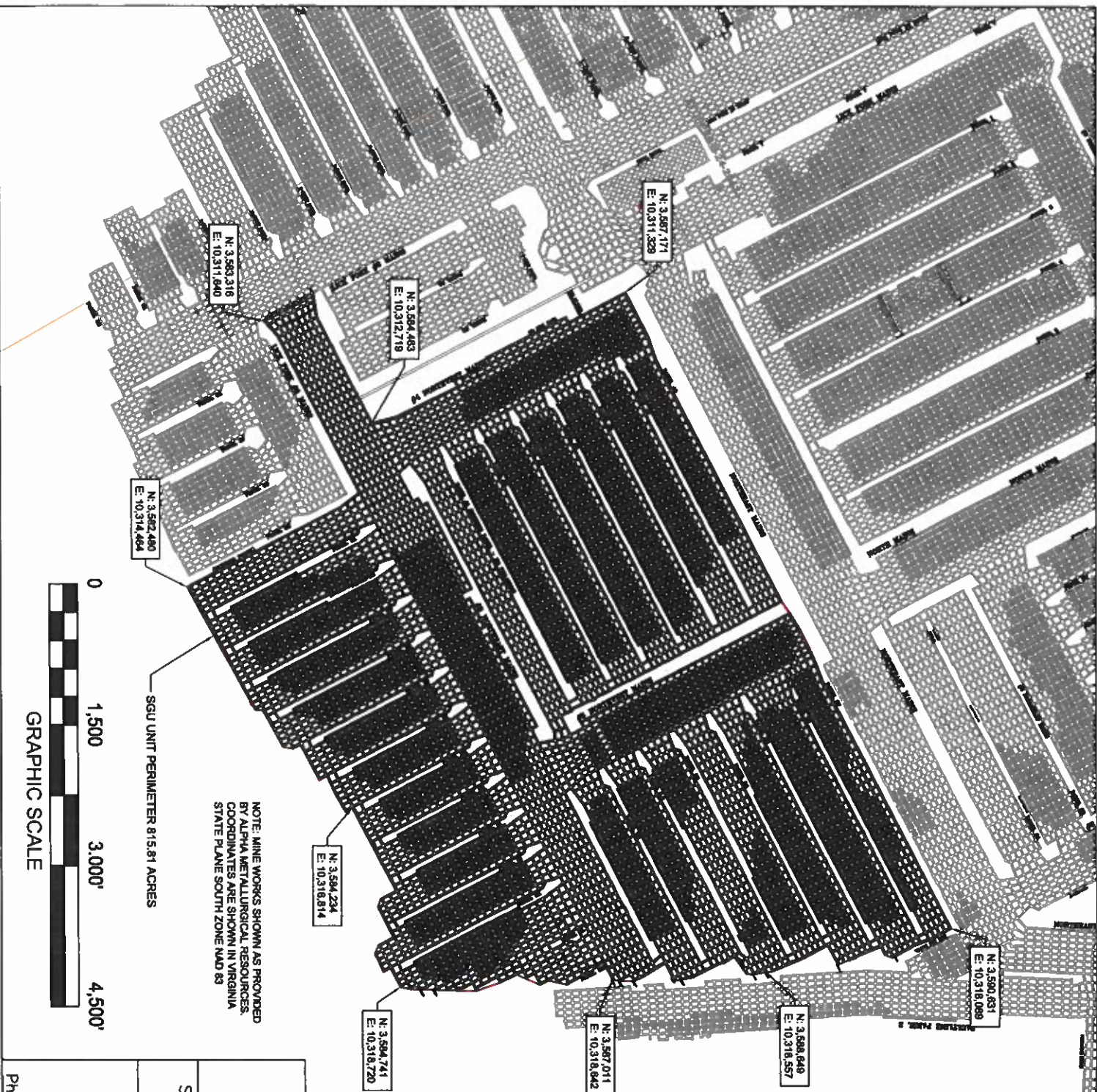
Production Costs :	\$156,460	Dry Hole Costs :	\$0
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Name:  Morgan Pate

By: _____ Geologist

Date: 1/17/2024

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.



KEYROCK ENERGY, LLC DEEP MINE #26 SOUTH BLOCK EXHIBIT L		
Scale	Date	Project No.
1"=1,500'	1/25/24	1127

ENGINEERING SERVICES
 CIVIL ENVIRONMENTAL MINING SURVEYING

P.O. BOX 750, WISE, VIRGINIA 24293
 Phone: (276) 328-1080 FAX (276) 328-9429



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

**Exhibit D
Keyrock M-26-1
VGOB Docket # 24-0220-4280-01
Leased Parties in a Sealed Gob
(815.81 Acre Unit)**

	Acres in Unit	Interest in Unit
<u>Tract One – Keyrock Energy, LLC TR (650.79 Acres)</u>		
(1) ENERVEST XIV-A NORA LLC ENERVEST ENERGY INSTITUTIONAL FUND XIV-1A, L.P. ENERVEST XIV-WIC NORA LLC - Gas, Oil & CBM - 1001 Fannin St Ste. 800 Houston TX 77002		
(2) ACIN LLC - Coal Capitol Corporate Services, Inc. 10 South Jefferson St. Ste 1400 Roanoke, VA 24011		
(3) Keyrock Energy - CBM Lessee Corporate Creations Network Inc. 425 W Washington St. Ste 4 Suffolk, VA, 23434 – 5320	650.79 acres	79.77%

		<u>EXHIBIT I</u>			
		Unit Keyrock M-26-1			
	VGOB Docket # 24-0220-4280-01				
	List of all Wells Incl. the Sealed Gob				
		(815.81 Acre Unit)			
<u>UNIT NUMBER</u>	<u>WELL NUMBER</u>	<u>DGO FILE NUMBER</u>	<u>STATUS</u>	<u>TYPE WELL</u>	
None					

Prepared by and Return to:

Charles T. Akers Jr.
EnerVest Operating, L.L.C.
408 W Main Street
Abingdon, VA 24210

Tax ID:

PAID UP
COALBED METHANE LEASE

THIS PAID UP COALBED METHANE LEASE ("Lease"), made this 2nd day of October, 2019, between ENERVEST ENERGY INSTITUTIONAL FUND XIV-A, L.P., ENERVEST ENERGY INSTITUTIONAL FUND XIV-1A, L.P. and ENERVEST ENERGY INSTITUTIONAL FUND XIV-WIC, L.P., 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 Cranes Nest and Pound Rivers 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 26 (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. **Release of Lease.** Lessee may at any time surrender all or any part of this Lease by recorded a release of lease in Dickenson County, Virginia and delivering or mailing a copy of said release with recording reference to Lessor.

12. **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.

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. 26, otherwise defined as the Lower Banner 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. 26. contained within the Lower Banner 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.
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.

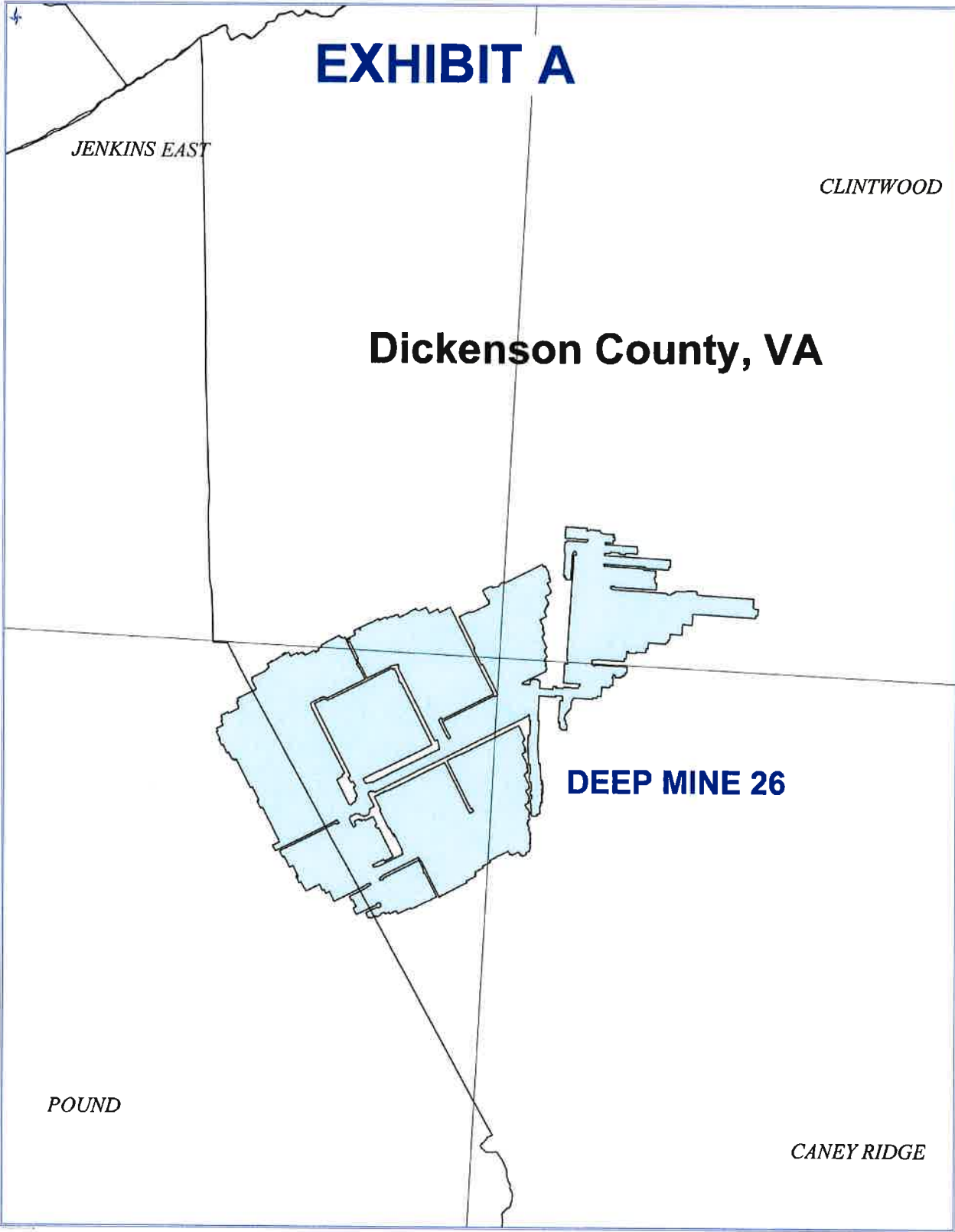
(d) Lessee acknowledges that, prior to the execution of this Lease, it (a) has made an independent examination of data concerning the Leased Premises, (b) has inspected the Leased Premises and is familiar with the physical condition thereof, and (c) has fully informed itself as to all existing conditions and limitations applicable to the Leased Premises. Lessee acknowledges that it has independently analyzed any information provide 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.

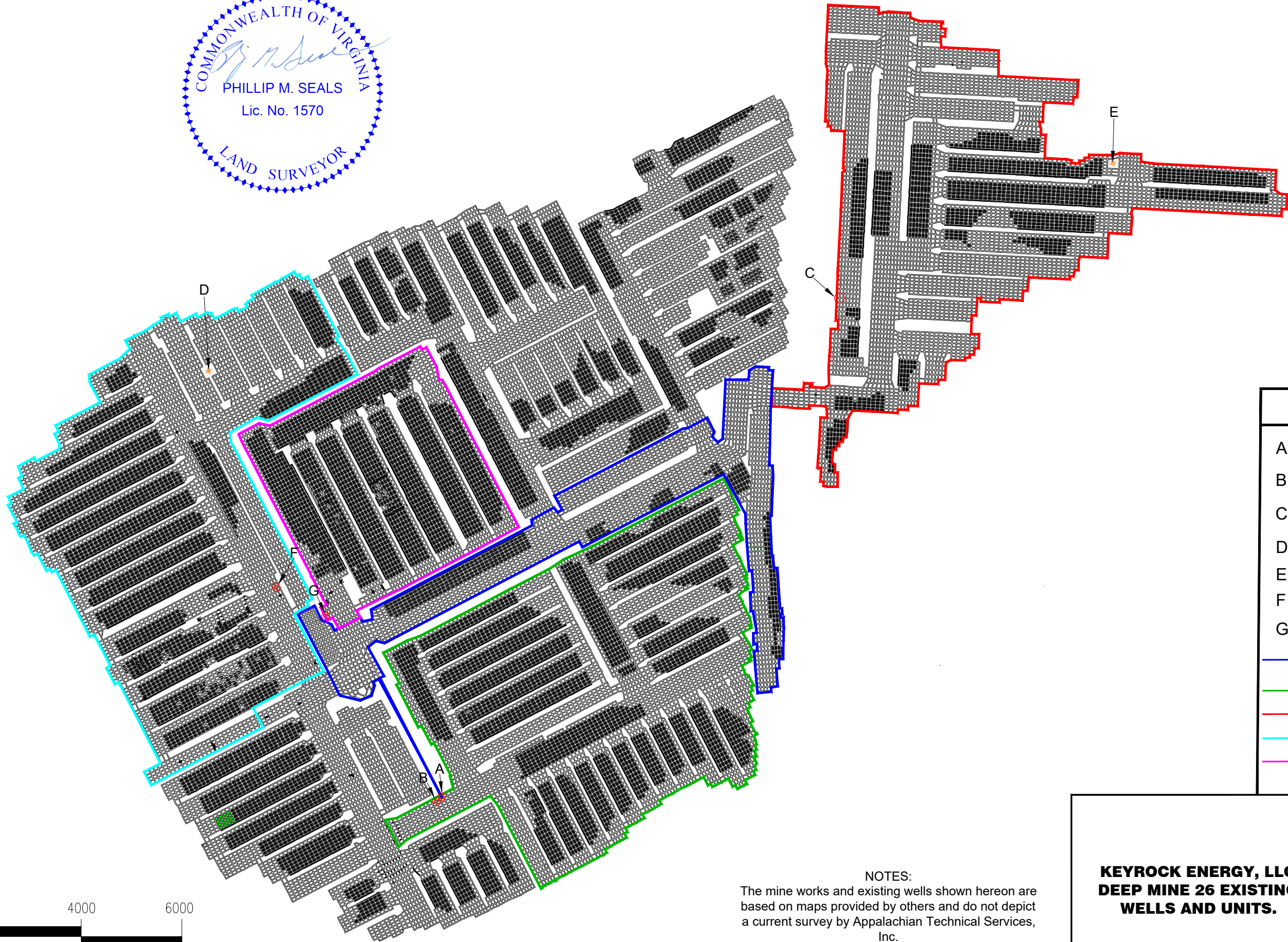
(g) Lessor does not claim ownership of or any rights to the surface of the Leased Premises other than those surface rights conveyed to Lessor in its deeds.

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.





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



LEGEND	
A	= EXISTING SLOPE DRAIN VENT PIPE SURFACE LOCATION
B	= EXISTING M-26-1 SURFACE LOCATION
C	= APPROVED HONEY CAMP #1 WELL
D	= PLUGGED G-118 GAS WELL
E	= EXISTING P-750024 GAS WELL
F	= PROPOSED CHIP MILL #1 WELL
G	= PROPOSED WOLFPEN #1 WELL
— (Blue)	= SLOPE DRAIN VENT PIPE UNIT BOUNDARY
— (Green)	= M-26-1 UNIT BOUNDARY
— (Red)	= HC-1-23 UNIT BOUNDARY
— (Cyan)	= CHIP MILL #1 UNIT BOUNDARY
— (Magenta)	= WOLFPEN #1 UNIT BOUNDARY

NOTES:
The mine works and existing wells shown hereon are based on maps provided by others and do not depict a current survey by Appalachian Technical Services, Inc.

**KEYROCK ENERGY, LLC
DEEP MINE 26 EXISTING
WELLS AND UNITS.**



Designed By PMS	Drawn By JMC	Checked By PMS	Date 11/12/24	Project Number 1892.01	Scale 1" = 2000'	Drawing Number DM 26 WELL UNITS 11-12-24	Sheet 01 of 01
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VIRGINIA:

BEFORE THE VIRGINIA DEPARTMENT OF ENERGY

APPLICANT:	KEYROCK ENERGY, LLC	)	VIRGINIA GAS
		)	AND OIL BOARD
RELIEF SOUGHT:	AMENDMENT TO	)	
POOLING		)	
	ORDER M-26-1, DOCKET NO.	)	DOCKET NO.
	VGOB 24-0220-4280,	)	VGOB 24-0220-4280-01
	PARAGRAPH 9.2		

REPORT OF THE BOARD

FINDINGS AND ORDER

1. **HEARING DATE AND PLACE:** This matter came for hearing before the Virginia Gas and Oil Board (hereafter "Board") at 10:00 a.m. on January 21, 2025, at 3405 Mountain Empire Road, Big Stone Gap, Virginia.
2. **APPEARANCES:** Freddie E. Mullins appeared for the Applicant.
3. **JURISDICTION AND NOTICE:** Pursuant to §§ 45.2-1600 et seq. of the Code of Virginia, the Board finds that it has jurisdiction over the subject matter. Based upon the evidence presented by Applicant, the Board also finds that the Applicant has (1) exercised due diligence in conducting a meaningful search of reasonably available sources to determine the identity and whereabouts of each gas and oil owner, coal owner, or mineral owner having an interest in the 815.81 acre drilling unit ("Subject Drilling Unit") being more particularly described on "Exhibit A" attached hereto and made a part hereof) underlying and comprised of Subject Lands ("Subject Lands" being more particularly described on "Exhibit A", attached hereto and made a part hereof);; and (2) represented to the Board that it has given notice to those parties (hereafter sometimes "person(s)" whether referring to individuals, corporations, partnerships associations, companies, businesses, trusts, joint ventures or other legal entities) entitled by § 45.2-1618 of the Code of Virginia to notice of this application; and (3) that the persons set forth in Exhibit B-3 hereto have been identified by Applicant as persons who may be Owners or Claimants of coalbed methane gas interests in the mined out lower banner coal seam ("Subject Formation") in the Subject Drilling Unit who have not heretofore agreed to lease or sell to the Applicant and/or voluntarily pool their Gas interests. Further, the Board has caused notice of this hearing to be published as required by § 45.2-1618 of the Code of Virginia. Whereupon, the Board hereby finds that the notices given herein satisfy all statutory requirements, Board rule requirements, and the minimum standards of state due process.
4. **AMENDMENTS:** Applicant requests an amendment to Paragraph 9.2 of that certain Pooling

Order M-26-1, Docket No. VGOB 24-0220-4280, and of record in Deed Book 610, Page 484 of the Dickenson County Circuit Court Clerk's Office ("Order").

5. DISMISSALS: None

6. RELIEF REQUESTED: Applicant requests that Paragraph 9.2 of the Order be amended to:
- "Section 9.2 - Royalty: For each tract owned by the Lessor, Lessee shall annually pay Lessor royalties calculated as 12.5%, multiplied by the ratio of the acreage of that tract to the total acreage of the Subject Drilling Unit (under Va. Code § 45.2-1620(B)), multiplied by the gross revenue from the sale of Carbon Credits, without deduction for any post-production costs or expenses. If Carbon Credits are not issued by the California Air Resources Board (CARB) for sale or if the market value generates no revenue, there would be no royalty paid based on the gas production. Annual royalty shall be paid within 90 days of the sale of Carbon Credits.
 - Depth Restriction: All terms of this lease are confined to the mined-out interval of Deep Mine No. 26, otherwise defined as the Lower Banner Seam.
 - Shut-in Payments: If production has ceased from the proposed well within the pooled boundary for the entire annual reporting period, Lessee shall tender to each Lessor a shut-in royalty within ninety (90) days of the close of the annual reporting period following such cessation in an amount to be determined by multiplying the percentage ownership each Lessor possesses in the Proposed Unit by \$1,000.00. Lessee shall continue to tender to Lessor shut-in payments per each annual reporting period until the well is plugged or production resumes. The Shut-in Payment due each Lessor is calculated on a percentage of acreage owned by each Lessor inside the Pool. In no instance shall the total amount paid to all Lessors exceed the amount calculated by multiplying the amount of \$1,000.00 by each Lessor's percentage ownership of the Proposed Unit and then adding all such sums together."

7. RELIEF GRANTED: The requested relief in this cause shall be and hereby is granted Section 9.2 of the Order is hereinafter amended to read as follows:
- "Section 9.2 - Royalty: For each tract owned by the Lessor, Lessee shall annually pay Lessor royalties calculated as 12.5%, multiplied by the ratio of the acreage of that tract to the total acreage of the Subject Drilling Unit (under Va. Code § 45.2-1620(B)), multiplied by the gross revenue from the sale of Carbon Credits, without deduction for any post-production costs or expenses. If Carbon Credits are not issued by the California Air Resources Board (CARB) for sale or if the market value generates no revenue, there would be no royalty paid based on the gas production. Annual royalty shall be paid within 90 days of the sale of Carbon Credits.
 - Depth Restriction: All terms of this lease are confined to the mined-out interval of Deep Mine No. 26, otherwise defined as the Lower Banner Seam.
 - Shut-in Payments: If production has ceased from the proposed well within the pooled boundary for the entire annual reporting period, Lessee shall tender to each Lessor a shut-in royalty within ninety (90) days of the close of the annual reporting period following such cessation in an amount to be determined by multiplying the percentage

ownership each Lessor possesses in the Proposed Unit by \$1,000.00. Lessee shall continue to tender to Lessor shut-in payments per each annual reporting period until the well is plugged or production resumes. The Shut-in Payment due each Lessor is calculated on a percentage of acreage owned by each Lessor inside the Pool. In no instance shall the total amount paid to all Lessors exceed the amount calculated by multiplying the amount of \$1,000.00 by each Lessor's percentage ownership of the Proposed Unit and then adding all such sums together."

This Amendment shall relate back and be effective as of February 28, 2024.

8. SPECIAL FINDINGS: The Board specifically and specially finds:

- 8.1. Applicant is Keyrock Energy, LLC. Applicant is duly authorized and qualified to transact business in the Commonwealth of Virginia;
- 8.2. Applicant Keyrock Energy, LLC is an operator in the Commonwealth of Virginia, and has satisfied the Board's requirements for operations in Virginia;
- 8.3. Applicant Keyrock Energy, LLC has agreed to explore, develop, and maintain those properties and assets now owned or hereafter acquired by Keyrock Energy, LLC, and has consented to serve as Coalbed Methane Gas Unit Operator for the Subject Drilling Unit and to faithfully discharge the duties imposed upon it as Unit Operator by statute and regulations;
- 8.4. Applicant Keyrock Energy, LLC, claims ownership of gas leases, Coalbed Methane Gas leases, and/or coal leases representing 79.77% percent of the oil and gas interest/claims in and to Coalbed Methane Gas in the Subject Drilling Unit; and, Applicant claims the right to explore for, develop and produce Coalbed Methane Gas from Subject Formations in Subject Drilling Unit in Dickenson County, Virginia, which Subject Lands are more particularly described in Exhibit A.
- 8.5. The estimated total production from the Subject Drilling Unit is 340 mmcf. The estimated amount of reserves from the Subject Drilling Unit is 340 mmcf.
- 8.6. Set forth in Exhibit B-3 is the name and last known address of each Owner or Claimant identified by the Applicant as having or claiming an interest in the Coalbed Methane Gas in Subject Formation in Subject Drilling Unit underlying and comprised of Subject Lands, who has not, in writing, leased to the Applicant or the Unit Operator or agreed to voluntarily pool his interests in Subject Drilling Unit for its development. The interests of the Respondents listed in Exhibit B-3 comprise 20.23% percent of the oil and gas interests/claims in and to the Coalbed Methane Gas in the Subject Drilling Unit;
- 8.7. The relief requested and granted is just and reasonable, is supported by substantial evidence and will afford each person listed and named in Exhibit B-3

hereto the opportunity to recover or receive, without unnecessary expense, such person's just and fair share of the production from Subject Drilling Unit. The granting of the Application and relief requested therein will ensure to the extent possible the greatest ultimate recovery of Coalbed Methane Gas, prevent, or assist in preventing the various types of waste prohibited by statute and protect or assist in protecting the correlative rights of all persons in the subject common sources of supply in the Subject Lands. Therefore, the Board is entering an Order granting the relief herein set forth.

9. MAILING OF ORDER AND FILING OF AFFIDAVIT: Applicant or its Attorney shall file an affidavit with the Secretary of the Board within sixty (60) days after the date of recording of this Order stating that a true and correct copy of said Order was mailed within seven (7) days from the date of its receipt by Unit Operator to each Respondent named in Exhibit B-3 pooled by this Order and whose address is known.
10. CONCLUSION: Therefore, the requested relief and all terms and provisions set forth above be and hereby are granted and **IT IS SO ORDERED**.
11. APPEALS: Appeals of this Order are governed by the provisions of § 45.2-1609 of the Virginia Code which provides that any order or decision of the Board may be appealed to the appropriate circuit court.
12. EFFECTIVE DATE: This Order shall be effective as of the date of the Board's approval of this Application, which is set forth at Paragraph 1 above.