

VIRGINIA:

BEFORE THE VIRGINIA GAS AND OIL BOARD

APPLICANT:	EnerVest Operating, LLC)	VIRGINIA GAS
)	AND OIL BOARD
RELIEF SOUGHT	POOLING OF INTERESTS IN A 58.77)	
	ACRE SQUARE DRILLING UNIT)	DOCKET NO.
	DESCRIBED IN EXHIBIT A HERETO)	VGOB-17-0117-4109
	LOCATED IN THE NORA COALBED)	
	GAS FIELD AND SERVED BY WELL)	
	No. VC-537193-CBM Unit BP-22)	
	(herein "Subject Drilling Unit"))	
	PURSUANT TO VA. CODE §§)	
	45.1-361.21 AND 45.1-361.22, FOR)	
	THE PRODUCTION OF OCCLUDED)	
	NATURAL GAS PRODUCED FROM)	
	COALBEDS AND ROCK STRATA)	
	ASSOCIATED THEREWITH (herein)	
	"Coalbed Methane Gas" or "Gas"))	

LEGAL DESCRIPTION:

SUBJECT DRILLING UNIT SERVED BY WELL
NUMBERED **VC-537193-CBM Unit BP-22**
("Well") TO BE DRILLED IN THE LOCATION
DEPICTED ON EXHIBIT A HERETO,
Redwine & Culbertson T-692 Tract
200.0 acres, more or less
DCANEY RIDGE QUADRANGLE
KENADY DISTRICT
DICKENSON COUNTY, VIRGINIA
(the "Subject Lands" are more particularly described
on **Exhibit A**, attached hereto and made a part
hereof)

REPORT OF THE BOARD

FINDINGS AND ORDER

1. Hearing Date and Place: This matter came on for hearing before the Virginia Gas and Oil Board (hereafter "Board") at 9:00 a.m. on **January 17, 2017** at the Russell County Conference Center, Highland Drive, Lebanon, Virginia.
2. Appearances: **Timothy E. Scott of McKinnis & Scott** appeared for the Applicant;
3. Jurisdiction and Notice: Pursuant to Va. Code §§ 45.1-361.1 et seq., 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 and/or potential owner, i.e., person identified by Applicant as having ("Owner") or claiming ("Claimant") the rights to Coalbed Methane Gas including all Pennsylvanian age coals from the top of the Aily, including but not limited to Raven, Jawbone Rider, Jawbone, Tiller, Upper Seaboard, Greasy Creek, Upper Horsepen, Middle Horsepen, War Creek, Beckley, Lower Horsepen, Pocahontas #9, Pocahontas #3, Pocahontas #2, Pocahontas #1 and any unnamed coal seams and other associated formations known as the Nora Coalbed Gas Field (hereafter "Subject Formations") in the Subject Drilling Unit underlying and comprised of Subject Lands; (2) represented it has given notice to those parties so identified (hereafter sometimes "person(s)" whether referring to individuals, corporations, partnerships associations, companies, businesses, trusts, joint ventures or other legal entities) entitled by Va. Code §§ 45.1-361.19 and 45.1-361.22, to notice of the application filed herein; 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 Subject Formations in the Subject Drilling Unit who have not heretofore agreed to lease or sell to the Applicant and/or voluntarily pool their Gas interests. Conflicting Gas Owners/Claimants or Unknown or Unlocatable Owners, if any, in the Subject Drilling Unit are listed on **Exhibit E**. Further, the Board has caused notice of this hearing to be published as required by Va. Code § 45.1-361.19.B. 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: Revised Exhibits B-3 and E.

5. Dismissals: None.

6. Relief Requested: Applicant requests (1) that pursuant to Va. Code § 45.1-361.22, including the applicable portions of § 45.1-361.21, the Board pool the rights, interests and estates in and to the Gas in the Subject Drilling Unit, including those of the Applicant and of the known and unknown persons named in **Exhibit B-3** hereto and that of their known and unknown heirs, executors, administrators, devisees, trustees, assigns and successors, both immediate and remote, for the drilling and operation, including production, of Coalbed Methane Gas produced from the Subject Drilling Unit established for the Subject Formations underlying and comprised of the Subject Lands, (hereafter sometimes collectively identified and referred to as "well development and/or operation in the Subject Drilling Unit"); and, (2) that the Board designate **EnerVest Operating, LLC** as the Unit Operator.

7. Relief Granted: The requested relief in this cause shall be and hereby is granted and: (1) pursuant to Va. Code § 45.1-361.21.C.3, **EnerVest Operating, LLC** (hereafter "Unit Operator" or "Operator") is designated as the Unit Operator authorized to drill and operate the Well in Subject Drilling Unit at the location depicted on the plat attached hereto as **Exhibit A**, subject to the permit provisions contained in Va. Code § 45.1-361.27, et seq., to §§ 4 VAC 25-150 et seq., Gas and Oil Regulations; to § 4 VAC 25-160 et seq., Virginia Gas and Oil Board Regulations and to the Nora Coalbed Gas Field Rules established by the Oil and Gas Conservation Board's Order entered March 26, 1989; all as amended from time to time; and (2) all the interests and estates in and to the Gas in Subject Drilling Unit, including that of the Applicant, the Unit Operator and of the known and unknown persons listed on **Exhibit B-3**, attached hereto and made a part hereof, and their known and unknown heirs, executors, administrators, devisees, trustees, assigns and successors, both immediate and remote, be and

hereby are pooled in the Subject Formations in the Subject Drilling Unit underlying and comprised of the Subject Lands.

Pursuant to the Nora Coal Field Rules promulgated under the authority of Va. Code § 45.1-361.20, the Board has adopted the following method for the calculation of production and revenue and allocation of allowable costs for the production of Coalbed Methane Gas.

For Frac Well Gas. - Gas shall be produced from and allocated to only the 58.77-acre drilling unit in which the well is located according to the undivided interests of each Owner/Claimant within the unit, which undivided interest shall be the ratio (expressed as a percentage) that the amount of mineral acreage within each separate tract that is within the Subject Drilling Unit, when platted on the surface, bears to the total mineral acreage, when platted on the surface, contained within the entire 58.77-acre drilling unit in the manner set forth in the Nora Field Rules.

8. Election and Election Period: In the event any Owner or Claimant named in **Exhibit B-3** hereto does not reach a voluntary agreement to share in the operation of the well located in the Subject Drilling Unit, at a rate of payment mutually agreed to by said Gas Owner or Claimant and the Unit Operator, then such person named may elect one of the options set forth in Paragraph 9 below and must give written notice of his election of the option selected under Paragraph 9 to the designated Unit Operator at the address shown below within thirty (30) days from the date of receipt of a copy of this Order. A timely election shall be deemed to have been made if, on or before the last day of said 30-day period, such electing person has delivered his written election to the designated Unit Operator at the address shown below or has duly postmarked and placed its written election in first class United States mail, postage prepaid, addressed to the Unit Operator at the address shown below.

9. Election Options:

9.1 Option 1 - To Participate In the Well Development and Operation of the Drilling Unit: 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 in the Well Development and Operation in the Subject Drilling Unit (hereafter "Participating Operator") by agreeing to pay the estimate of such Participating Operator's proportionate part of the actual and reasonable costs of the well Development contemplated by this Order for Gas produced pursuant to the Nora Field Rules, including a reasonable supervision fee, as more particularly set forth in Virginia Gas and Oil Board Regulation 4 VAC 25-160-100 (herein "Completed-for-Production Costs"). Further, a Participating Operator agrees to pay the estimate of such Participating Operator's proportionate part of the Completed-for-Production Cost as set forth below to the Unit Operator within forty-five (45) days from the later of the date of mailing or the date of recording of this Order. The Completed-for-Production Cost for the Subject Drilling Unit is as follows:

Completed-for-Production Costs:	\$327,550.00
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A Participating Operator's proportionate cost hereunder shall be the result obtained by multiplying the Participating Operator's "Interest in Unit" times the Completed-for-Production Cost set forth above. Provided, however, that in the event a Participating Operator elects to participate and fails or refuses to pay the

estimate of his proportionate part of the Completed-for-Production Cost as set forth above, all within the time set forth herein and in the manner prescribed in Paragraph 8 of this Order, then such Participating Operator shall be deemed to have elected not to participate and to have elected compensation in lieu of participation pursuant to Paragraph 9.2 herein.

- 9.2 Option 2 - To Receive A Cash Bonus Consideration: In lieu of participating in the Well development and operation in the Subject Drilling Unit under Paragraph 9.1 above, any Gas Owner or Claimant named in **Exhibit B-3** hereto who has not reached a voluntary agreement with the Unit Operator may elect to accept a cash bonus consideration of **\$25.00** per net mineral acre owned by such person, commencing upon entry of this Order and continuing annually until commencement of production from Subject Drilling Unit, and thereafter a royalty of 1/8th of 8/8ths [twelve and one-half percent (12.5%)] of the net proceeds received by the Unit Operator for the sale of the Gas produced from any Well development and operation covered by this Order multiplied by that person's Interest Within Unit as set forth in **Exhibit B-3** [for purposes of this Order, net proceeds shall be actual proceeds received less post-production costs incurred downstream of the wellhead, including, but not limited to, gathering, compression, treating, transportation and marketing costs, whether performed by Unit Operator or a third person] as fair, reasonable and equitable compensation to be paid to said Gas Owner or Claimant. The initial cash bonus shall become due and owing when so elected and shall be tendered, paid or escrowed within one hundred twenty (120) days of recording of this Order. Thereafter, annual cash bonuses, if any, shall become due and owing on each anniversary of the date of recording of this Order in the event production from Subject Drilling Unit has not theretofore commenced, and once due, shall be tendered, paid or escrowed within sixty (60) days of said anniversary date. Once the initial cash bonus and the annual cash bonuses, if any, are so paid or escrowed, said payment(s) shall be satisfaction in full for the right, interests, and claims of such electing person in and to the Gas produced from Subject Formation in the Subject Lands, except, however, for the 1/8th royalties due hereunder.

Subject to a final legal determination of ownership, the election made under this Paragraph 9.2, when so made, shall be satisfaction in full for the right, interests, and claims of such electing person in any well development and operation covered hereby and such electing person shall be deemed to have and hereby does assign its right, interests, and claims in and to the Gas produced from Subject Formation in the Subject Drilling Unit to the Applicant.

- 9.3 Option 3 - To Share In The Development And Operation As A Non-Participating Person On A Carried Basis And To Receive Consideration In Lieu Of Cash: In lieu of participating in the Well development and operation of Subject Drilling Unit under Paragraph 9.1 above and in lieu of receiving a cash bonus consideration under Paragraph 9.2 above, any Gas Owner or Claimant named in **Exhibit B-3** who has not reached a voluntary agreement with the Unit Operator may elect to share in the well development and operation in Subject Drilling Unit on a carried basis (as a "Carried Well Operator") so that the proportionate part of the Completed-for-Production Costs hereby allocable to such Carried Well Operator's interest is charged against such Carried Well Operator's share of

production from Subject Drilling Unit. Such Carried Well Operator's rights, interests, and claims in and to the Gas in Subject Drilling Unit shall be deemed and hereby are assigned to the Unit Operator until the proceeds from the sale of such Carried Well Operator's share of production from Subject Drilling Unit (exclusive of any royalty, excess or burden reserved in any lease, assignment thereof or agreement relating thereto covering such interest) equals three hundred percent (300%) for a leased interest or two hundred percent (200%) for an unleased interest (whichever is applicable) of such Carried Well Operator's share of the Completed-for-Production Costs allocable to the interest of such Carried Well Operator. When the Unit Operator recoups and recovers from such Carried Well Operator's assigned interest the amounts provided for above, then, the assigned interest of such Carried Well Operator shall automatically revert back to such Carried Well Operator, and from and after such reversion, such Carried Well Operator shall be treated as if it had participated initially under Paragraph 9.1 above; and thereafter, such participating person shall be charged with and shall pay his proportionate part of all further costs of such well development and operation.

Subject to final legal determination or ownership, the election made under this Paragraph 9.3, when so made, shall be satisfaction in full for the right, interests, and claims of such electing person in any Well development and operation covered hereby and such electing person shall be deemed to have an hereby does assign his right, interests, and claims in and to the Gas produced from Subject Formation in the Subject Drilling Unit to the Applicant for the period of time during which its interest is carried as above provided prior to its reversion back to such electing person.

10. Failure to Properly Elect: In the event a person named in **Exhibit B-3** hereto has not reached a voluntary agreement with the Applicant or Unit Operator and fails to elect within the time, in the manner, and in accordance with the terms of this Order, one of the alternatives set forth in Paragraph 9 above for which his interest qualifies, then such person shall be deemed to have elected not to participate in the proposed Well development and operation in Subject Drilling Unit and shall be deemed, subject to any final legal determination of ownership, to have elected to accept as satisfaction in full for such person's right, interests, and claims in and to the Gas the consideration provided in Paragraph 9.2 above for which its interest qualifies, and shall be deemed to have leased and/or assigned his right interests, and claims in and to said Gas produced from Subject Formation in Subject Drilling Unit to the Unit Operator. Persons who fail to properly elect shall be deemed to have accepted the compensation and terms set forth herein at Paragraph 9.2 in satisfaction in full for the right, interests, and claims of such person in and to the Gas produced from Subject Formation underlying Subject Lands.

11. Default By Participating Person: In the event a person named in **Exhibit B-3** elects to participate under Paragraph 9.1, but fails or refuses to pay, to secure the payment or to make an arrangement with the Unit Operator for the payment of such person's proportionate part of the estimated Completed-for-Production Costs as set forth herein, all within the time and in the manner as prescribed in this Order, then such person shall be deemed to have withdrawn his election to participate and shall be deemed to have elected to accept as satisfaction in full for such person's right, interests, and claims in and to the Gas the consideration provided in Paragraph 9.2 above for which his interest qualifies depending on the excess burdens attached to such interest. Whereupon, any cash bonus consideration due as a result of such deemed

election shall be tendered, paid or escrowed by Unit Operator within one hundred twenty (120) days after the last day on which such defaulting person under this Order should have paid his proportionate part of such cost or should have made satisfactory arrangements for the payment thereof. When such cash bonus consideration is paid or escrowed, it shall be satisfaction in full for the right, interests, and claims of such person in and to the Gas underlying Subject Drilling Unit in the Subject Lands covered hereby, except, however, for any 1/8th royalties which would become due pursuant to Paragraph 9.2 hereof.

12. Assignment of Interest: In the event a person named in **Exhibit B-3** is unable to reach a voluntary agreement to share in the Well development and operation in Subject Drilling Unit at a rate of payment agreed to mutually by said Gas Owner or Claimant and the Unit Operator, and said person elects or fails to elect to do other than participate under Paragraph 9.1 above in the Well development and operation in Subject Drilling Unit, then such person shall be deemed to have and shall have assigned unto Unit Operator such person's right, interests, and claims in and to said Well, in Subject Formations in Subject Drilling Unit, and other share in and to Gas production to which such person may be entitled by reason of any election or deemed election hereunder in accordance with the provisions of this Order governing said elections.

13. Unit Operator (or Operator): **EnerVest Operating, LLC** shall be and hereby is designated as Unit Operator authorized to drill and operate the Well(s) in Subject Formations in Subject Drilling Unit, all subject to the permit provisions contained in Va. Code §§ 45.1-361.27 et seq.; §§ 4 VAC 25-150 et seq., Gas and Oil Regulations; §§ 4 VAC 25-160 et seq., Virginia Gas and Oil Board Regulations; Oil and Gas Conservation Board ("OGCB") Order establishing the Nora Coalbed Gas Field Rules entered March 26, 1989; all as amended from time to time, and all elections required by this Order shall be communicated to Unit Operator in writing at the address shown below:

EnerVest Operating, LLC
406 West Main Street
P. O. Box 2136
Abingdon, VA 24212
Phone: (276) 628-9001
Fax: (276) 628-7246
Attn: Chuck Akers, Land Manager

14. Commencement of Operations: Unit Operator shall commence or cause to commence operations for the drilling of the Well within Subject Drilling Unit within seven hundred thirty (730) days from the date of this Order, and shall prosecute the same with due diligence. If the Unit Operator has not so commenced and/or prosecuted, then this order shall terminate, except for any cash sums then payable hereunder; otherwise, unless sooner terminated by Order of the Board, this Order shall expire at 12:00 p.m. on the date on which the well covered by this Order is permanently abandoned and plugged. However, in the event an appeal is taken from this Order, then the time between the filing of the Petition for Appeal and the Final Order of the Circuit Court shall be excluded in calculating the two-year period reference herein.

15. Operator's Lien: Unit Operator, in addition to the other rights afforded hereunder, shall have a lien and a right of set off on the Gas estates, rights, and interests owned by any person subject hereto who elects to participate under Paragraph 9.1 in the

Subject Drilling Unit to the extent that costs incurred in the drilling or operation on the Subject Drilling Unit are a charge against such person's interest. Such liens and right of set off shall be separable as to each separate person and shall remain liens until the Unit Operator drilling or operating the Well(s) has been paid the full amounts due under the terms of this Order.

16. Escrow Provisions: The Applicant represented to the Board that there are no unknown or unlocatable claimants in the Subject Drilling Unit whose payments are subject to the provisions of Paragraph 16.1; and, the Unit Operator has represented to the Board that there are conflicting claimants in the Subject Drilling Unit whose payments are subject to the provisions of Paragraph 16.2 hereof.

- 16.1 Escrow Provisions For Unknown or Unlocatable Persons: If any payment of bonus, royalty payment or other payment due and owing under this Order cannot be made because the person entitled thereto cannot be located or is unknown, then such cash bonus, royalty payment, or other payment shall not be commingled with any funds of the Unit Operator and, pursuant to Va. Code § 45.1-361.21.D, said sums shall be deposited by the Unit Operator into the Escrow Account, commencing within one hundred twenty (120) days of recording of this Order, and continuing thereafter on a monthly basis with each deposit to be made, by use of a report format approved by the Inspector, by a date which is no later than sixty (60) days after the last day of the month being reported and/or for which funds are being deposited. Such funds shall be held for the exclusive use of, and sole benefit of the person entitled thereto until such funds can be paid to such person(s) or until the Escrow Agent relinquishes such funds as required by law or pursuant to Order of the Board in accordance with Va. Code § 45.1-361.21.D. Therefore, by this Order, the Escrow Agent named herein or any successor named by the Board, is required to establish an interest-bearing escrow account for **Tract 2 comprising 15.91%** of the Subject Drilling Unit (herein "Escrow Agent"), and to receive and account to the Board pursuant to its agreement for the escrowed funds hereafter described in Paragraphs 16.1 and 16.2:

First Bank and Trust Company
Trust Division
38 East Valley Drive
Bristol, Virginia 24201
Tel: (276) 466-9222
Attn: Jody Maney

- 16.2 Escrow Provisions For Conflicting Claimants: If any payment of bonus, royalty payment, proceeds in excess of ongoing operational expenses, or other payment due and owing under this Order cannot be made because the person entitled thereto cannot be made certain due to conflicting claims of ownership and/or a defect or cloud on the title, then such cash bonus, royalty payment, proceeds in excess of ongoing operational expenses, or other payment, together with Participating Operator's Proportionate Costs paid to the Unit Operator pursuant to Paragraph 9.1 hereof, if any, (1) shall not be commingled with any funds of the Unit Operator; and (2) shall, pursuant to Va. Code §§ 45.1-361.22.A.2, 45.1-361.22.A.3 and 45.1-361.22.A.4, be deposited by the Operator into the Escrow Account within one hundred twenty (120) days of the recording of this Order, and

continuing thereafter on a monthly basis with each deposit to be made by a date which is no later than sixty (60) days after the last day of the month being reported and/or for which funds are subject to deposit. Such funds shall be held for the exclusive use of, and sole benefit of, the person entitled thereto until such funds can be paid to such person(s) or until the Escrow Agent relinquishes such funds as required by law or pursuant to Order of the Board.

17. Special Findings: The Board specifically and specially finds:
- 17.1 Applicant is **EnerVest Operating, LLC**. Applicant is duly authorized and qualified to transact business in the Commonwealth of Virginia;
- 17.2 Applicant **EnerVest Operating, LLC** has made a delegation of authority to **EnerVest Operating, LLC** to explore, develop and maintain the properties and assets of Applicant, now owned or hereafter acquired, and **EnerVest Operating, LLC** has accepted this delegation of authority and agreed to explore, develop and maintain those properties and assets, and has consented to serve as Coalbed Methane Gas Unit Operator for Subject Drilling Unit and to faithfully discharge the duties imposed upon it as Unit Operator by statute and regulations;
- 17.3 Applicant **EnerVest Operating, LLC** is an operator in the Commonwealth of Virginia, and has satisfied the Board's requirements for operations in Virginia;
- 17.4 Applicant **EnerVest Operating, LLC** claims ownership of gas leases, Coalbed Methane Gas leases, and/or coal leases representing **82.1125%** percent of the oil and gas interest/claims in and to Coalbed Methane Gas and **68.27%** percent of the coal interest/claims in and to Coalbed Methane Gas in 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;
- 17.5 The estimated total production from Subject Drilling Unit is **525 mmcf**. The estimated amount of reserves from the Subject Drilling Unit is **525 mmcf**;
- 17.6 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 **17.8875%** percent of the oil and gas interests/claims in and to the Coalbed Methane Gas in the Subject Drilling Unit and comprise **31.73%** of the coal interests/claims to the Coalbed Methane Gas in the Subject Drilling Unit;
- 17.7 Applicant's evidence established that the fair, reasonable and equitable compensation to be paid to any person in lieu of the right to participate in the Wells are those options provided in Paragraph 9 above;

17.8 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.

18. 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.

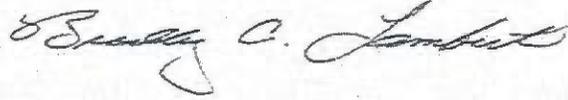
19. Availability of Unit Records: The Director shall provide all persons not subject to a lease with reasonable access to all records for Subject Drilling Unit which are submitted by the Unit Operator to said Director and/or his Inspector(s).

20. Conclusion: Therefore, the requested relief and all terms and provisions set forth above be and hereby are granted and **IT IS SO ORDERED.**

21. Appeals: Appeals of this Order are governed by the provisions of Va. Code Ann. § 45.1-361.9 which provides that any order or decision of the Board may be appealed to the appropriate circuit court.

22. 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.

DONE AND EXECUTED this 7 day of February, 2017 by a majority of the Virginia Gas and Oil Board.



Chairman, Bradley C. Lambert

DONE AND PERFORMED this 7 day of February, 2017 by Order of the Virginia Gas and Oil Board.



Rick Cooper
Principal Executive to the
staff, Virginia Gas and Oil Board

COMMONWEALTH OF VIRGINIA
COUNTY OF RUSSELL

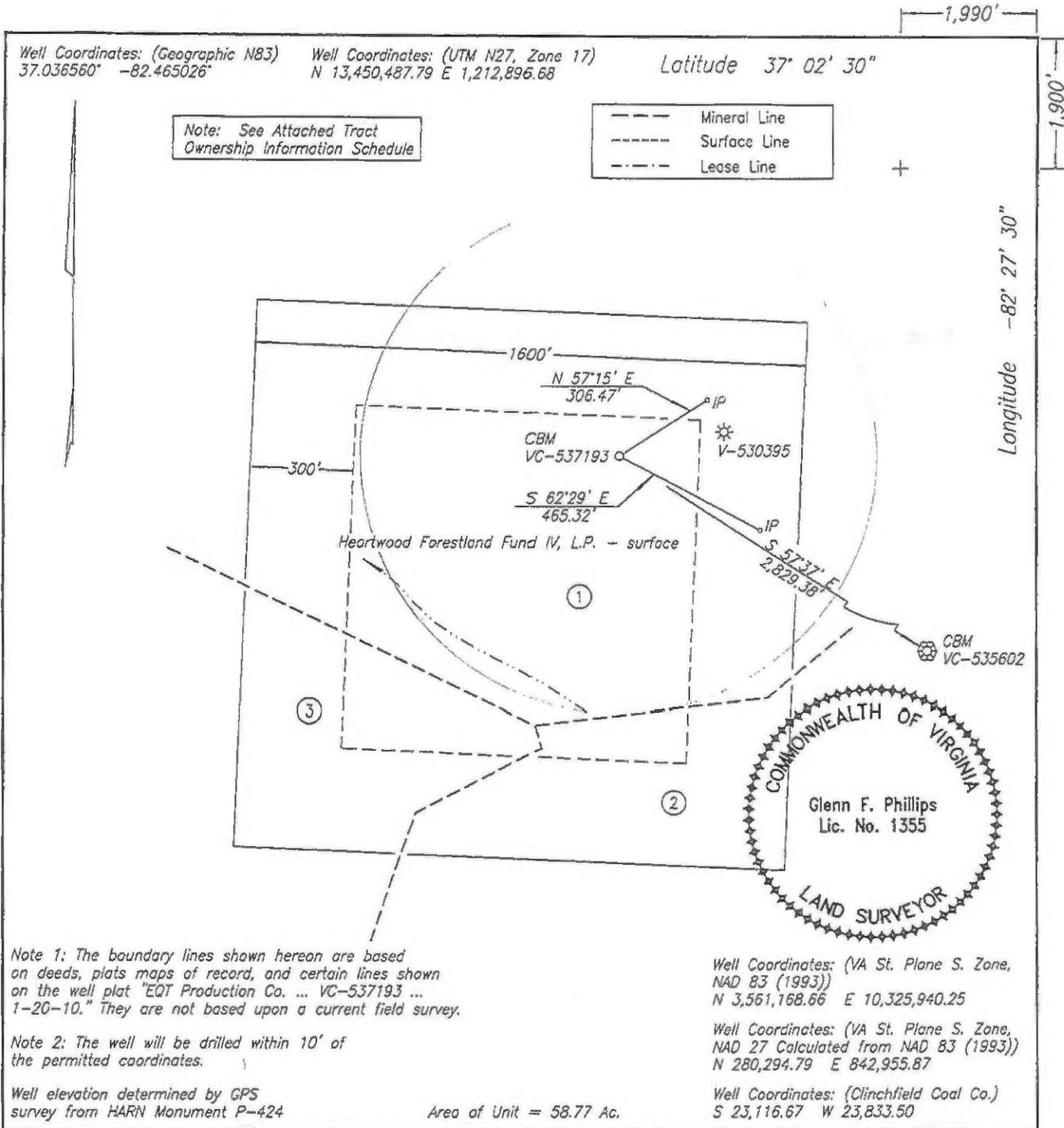
Acknowledged on this 7th day of February, 2017, personally before me a notary public in and for the Commonwealth of Virginia, appeared Bradley C. Lambert, being duly sworn did depose and say that he is the Chairman of the Virginia Gas and Oil Board and appeared Rick Cooper, being duly sworn did depose and say that he is Principal Executive to the staff of the Virginia Gas and Oil Board, that they executed the same and was authorized to do so.



Charles Blair Linford, Notary Public
7710935

My Commission expires: March 31, 2021





Note 1: The boundary lines shown hereon are based on deeds, plats maps of record, and certain lines shown on the well plat "EQT Production Co. ... VC-537193 ... 1-20-10." They are not based upon a current field survey.

Note 2: The well will be drilled within 10' of the permitted coordinates.

Well elevation determined by GPS survey from HARN Monument P-424

Area of Unit = 58.77 Ac.

Well Coordinates: (VA St. Plane S. Zone, NAD 83 (1993))
N 3,561,168.66 E 10,325,940.25

Well Coordinates: (VA St. Plane S. Zone, NAD 27 Calculated from NAD 83 (1993))
N 280,294.79 E 842,955.87

Well Coordinates: (Clinchfield Coal Co.)
S 23,116.67 W 23,833.50

WELL LOCATION PLAT NORA GRID BP-22

COMPANY EnerVest Operating, LLC WELL NAME AND NUMBER VC-537193
TRACT NO. T-692 ELEVATION 1,947.47' QUADRANGLE Caney Ridge
COUNTY Dickenson DISTRICT Kenady SCALE 1" = 400' DATE 10-17-2016

This Plat is a new plat x; an updated plat x; 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.

~~Licensed Professional Engineer or~~ Licensed Land Surveyor

VC-537193 PLAT
TRACT OWNERSHIP INFORMATION SCHEDULE
10/17/2016

- 1 . T-692
Redwine & Culberson
200 Acres
ACIN LLC - coal
Paramont Contura, LLC - coal lessee
WBRD LLC - coal
Dickenson-Russell Contura, LLC - coal lessee
EnerVest Energy Institutional Fund XIV-A, L.P., EnerVest Energy Institutional Fund XIV-A1, L.P., &
EnerVest Energy Institutional Fund XIV-WIC, L.P. - oil & gas & CBM
Gas 40.12 Ac. 68.27%

- 2 . DI-38
Daniel Salyer
94.526 Acres
ACIN LLC - coal
Paramont Contura, LLC - coal lessee
KRP Marcellus I, LLC et al. - oil, gas & CBM
Lease No. 904576L or Unleased
EQT Production Company - oil & gas lessee
Gas 9.35 Ac. 15.91%

- 3 . DI-38
Daniel Salyer
94.526 Acres
ACIN LLC - coal
Paramont Contura, LLC - coal lessee
Lease No. 450513526
John Greever Revocable Trust -oil, gas & CBM (1/2 int.)
Joan C. Trivett et al. - oil, gas & CBM (1/2 int.)
± 35 Acres
Gas 9.30 Ac. 15.82%

Exhibit "B"
 VC-537193
 Docket No. VGOB-17-0117-4109

Tract	Lessor	Lease Status	Interest Within Unit	Gross Acreage in Unit
Coal Estate Only				
1	EnerVest Energy Institutional Fund XIV-A, L.P. & EnerVest Energy Institutional Fund XIV-WIC, L.P. Attn: Jim McKinney 408 West Main Street Abingdon, VA 24210 Tax # Minerals Only	Owner	68.27000000	40.12000000
2	Tax Card ID - Minerals Only KRP Marcellus I, LLC 777 Taylor Street, Suite 810 Fort Worth, TX 76102	Unleased	6.07030140	3.56739900
	Rivercrest Royalties II, LLC 306 W 7th Street, Suite 888 Fort Worth, TX 76102	Unleased	4.21551360	2.47737600
	Diversified Rox Minerals, LLC C/O MSW Royalties, LLC 301 Commerce Street, Suite 2900 Fort Worth, TX 76102	Unleased	4.13930470	2.43258950
	BRD Royalty Holdings, LLC 2777 Stemmons Freeway, Suite 1133 Dallas, TX 75207	Unleased	0.50912000	0.29920000
	Amon G Carter Foundation PO Box 1036 Fort Worth, TX 76101	Unleased	0.97576030	0.57343550
	Tract 2 Totals		15.91000000	9.35000000
3	Tax Card ID - Minerals Only KRP Marcellus I, LLC 777 Taylor Street, Suite 810 Fort Worth, TX 76102	Unleased	6.03596280	3.54832200
	Rivercrest Royalties II, LLC 306 W 7th Street, Suite 888 Fort Worth, TX 76102	Unleased	4.19166720	2.46412800
	Diversified Rox Minerals, LLC C/O MSW Royalties, LLC 301 Commerce Street, Suite 2900 Fort Worth, TX 76102	Unleased	4.11588940	2.41958100
	BRD Royalty Holdings, LLC 2777 Stemmons Freeway, Suite 1133 Dallas, TX 75207	Unleased	0.50624000	0.29760000
	Amon G Carter Foundation PO Box 1036 Fort Worth, TX 76101	Unleased	0.97024060	0.57036900
	Tract 3 Totals		15.82000000	9.30000000
	TOTAL COAL ESTATE		100.00000000	58.77000000
	Percentage of Unit Leased	68.27000000	40.12000000	
	Percentage of Unit Unleased	31.73000000		
	Acreage in Unit Leased	40.12000000		
	Acreage in Unit Unleased	18.65000000		

Exhibit "B"
VC-537193
Docket No. VGOB-17-0117-4109

Tract	Lessor	Lease Status	Interest Within	Gross Acreage
Gas Estate Only				
1	EnerVest Energy Institutional Fund XIV-A, L.P. & EnerVest Energy Institutional Fund XIV-WIC, L.P. Attn: Jim McKinney 408 West Main Street Abingdon, VA 24210 Tax # Minerals Only	Owner	68.27000000	40.12000000
2	Tax Card ID - Minerals Only KRP Marcellus I, LLC 777 Taylor Street, Suite 810 Fort Worth, TX 76102	Unleased	6.07030140	3.56739900
	Rivercrest Royalties II, LLC 306 W 7th Street, Suite 888 Fort Worth, TX 76102	Unleased	4.21551360	2.47737600
	Diversified Rox Minerals, LLC C/O MSW Royalties, LLC 301 Commerce Street, Suite 2900 Fort Worth, TX 76102	Unleased	4.13930470	2.43258950
	BRD Royalty Holdings, LLC 2777 Stemmons Freeway, Suite 1133 Dallas, TX 75207	Unleased	0.50912000	0.29920000
	Amon G Carter Foundation PO Box 1036 Fort Worth, TX 76101	Unleased	0.97576030	0.57343550
	OR			
	EQT Production Company Attn: Tracy Coyne PO Box 23536 Pittsburgh, PA 15222	Lessee	15.91000000	9.35000000
3	Tax Card ID - Minerals Only Joan C Trivett 462 Hilledge Drive Laguna Beach, CA 92651	Leased	3.95500000	2.32500000
	James C Trivett III 10495 State Route 550 Athens, OH 45701	Leased	1.97750000	1.16250000
	Christina Trivett Russin 21515 81st Street Bristol, WI 53104	Unleased	1.97750000	1.16250000
	John Greever Revocable Trust c/o John Greever 45040 8th Ave NE, Unit 1501	Leased	7.91000000	4.65000000

Seattle, WA 98105

Tract 3 Totals		15.82000000	9.30000000
TOTAL GAS ESTATE		100.00000000	58.77000000
Percentage of Unit Leased	82.11250000		
Percentage of Unit Unleased	17.88750000		
Acreage in Unit Leased	48.25750000		
Acreage in Unit Unleased	10.51250000		

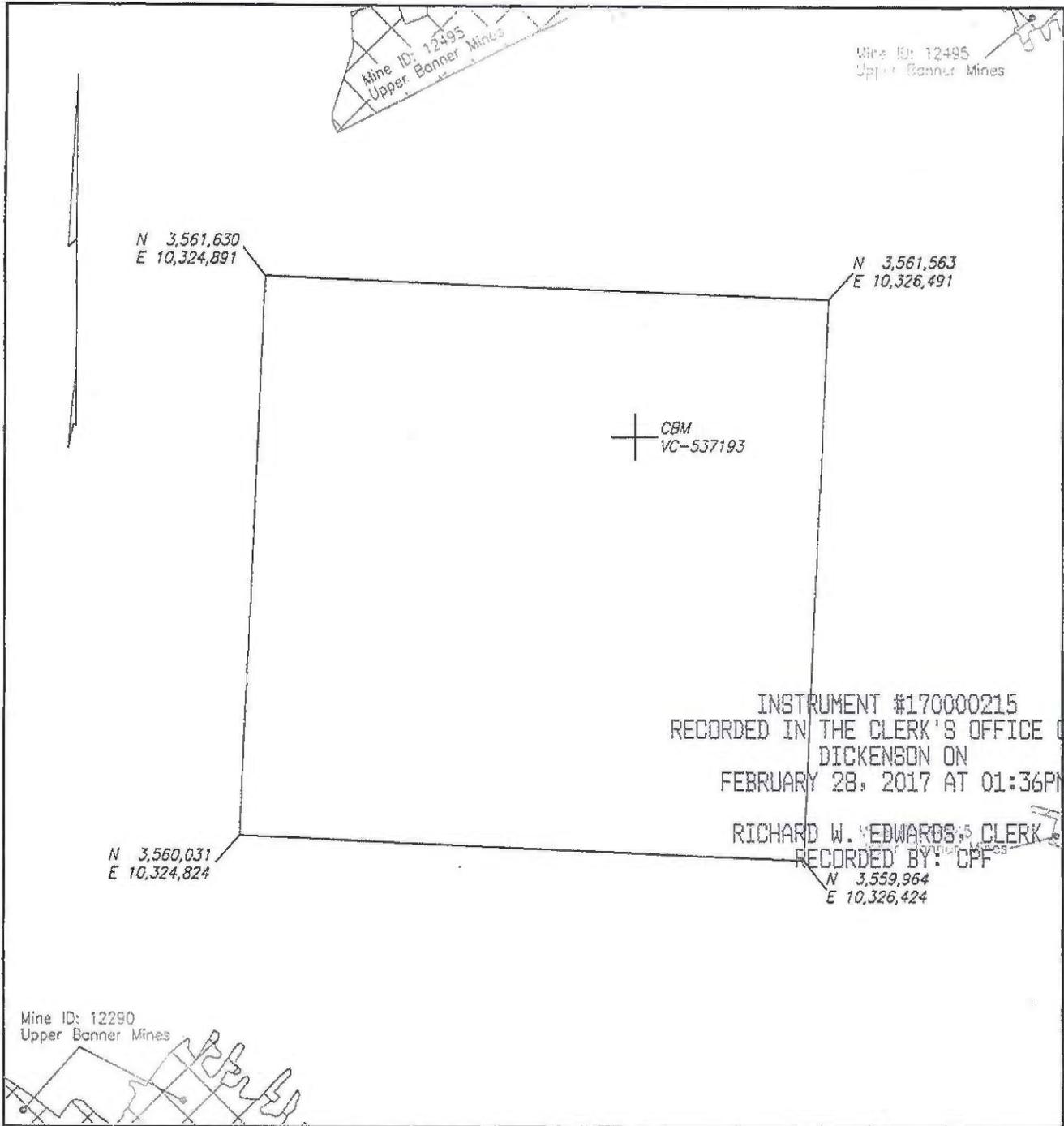
OR - subject to lease agreement between KRP Marcellus I, LLC et al and EQT

Exhibit "B-3"
 VC-537193
 Docket No. VGOB-17-0117-4109

Tract	Lessor	Lease Status	Interest Within Unit	Gross Acreage in Unit
Gas Estate Only				
2	Tax Card ID - Minerals Only KRP Marcellus I, LLC 777 Taylor Street, Suite 810 Fort Worth, TX 76102	Unleased	6.07030140	3.56739900
	Rivercrest Royalties II, LLC 305 W 7th Street, Suite 888 Fort Worth, TX 76102	Unleased	4.21551360	2.47737600
	Diversified Rox Minerals, LLC C/O MSW Royalties, LLC 301 Commerce Street, Suite 2900 Fort Worth, TX 76102	Unleased	4.13930470	2.43258650
	BRD Royalty Holdings, LLC 2777 Stemmons Freeway, Suite 1133 Dallas, TX 75207	Unleased	0.50912000	0.29920000
	Amon G Carter Foundation PO Box 1036 Fort Worth, TX 76101	Unleased	0.97576030	0.57343550
	Tract 2 Total		15.91000000	9.35000000
3	Tax Card ID - Minerals Only Christina Trivett Russin 21515 81st Street Bristol, WI 53104	Unleased	1.97750000	1.16250000
	TOTAL GAS ESTATE UNLEASED		17.88750000	10.51250000
Coal Estate Only				
2	Tax Card ID - Minerals Only KRP Marcellus I, LLC 777 Taylor Street, Suite 810 Fort Worth, TX 76102	Unleased	6.07030140	3.56739900
	Rivercrest Royalties II, LLC 305 W 7th Street, Suite 888 Fort Worth, TX 76102	Unleased	4.21551360	2.47737600
	Diversified Rox Minerals, LLC C/O MSW Royalties, LLC 301 Commerce Street, Suite 2900 Fort Worth, TX 76102	Unleased	4.13930470	2.43258650
	BRD Royalty Holdings, LLC 2777 Stemmons Freeway, Suite 1133 Dallas, TX 75207	Unleased	0.50912000	0.29920000
	Amon G Carter Foundation PO Box 1036 Fort Worth, TX 76101	Unleased	0.97576030	0.57343550
	Tract 2 Totals		15.91000000	9.35000000
3	Tax Card ID - Minerals Only KRP Marcellus I, LLC 777 Taylor Street, Suite 810 Fort Worth, TX 76102	Unleased	6.03596220	3.54832200
	Rivercrest Royalties II, LLC 305 W 7th Street, Suite 888 Fort Worth, TX 76102	Unleased	4.19166720	2.46412800
	Diversified Rox Minerals, LLC C/O MSW Royalties, LLC 301 Commerce Street, Suite 2900 Fort Worth, TX 76102	Unleased	4.11588940	2.41958100
	BRD Royalty Holdings, LLC 2777 Stemmons Freeway, Suite 1133 Dallas, TX 75207	Unleased	0.50624000	0.29760000
	Amon G Carter Foundation PO Box 1036 Fort Worth, TX 76101	Unleased	0.97024000	0.57036900
	Tract 3 Totals		16.82000000	9.30000000
	TOTAL COAL ESTATE UNLEASED		31.73000000	18.65000000

**Exhibit "E" - Escrow Owners
VC-537193**

Tract	Lessor	Lease Status	Interest Within Unit	Gross Acreage in Unit
Gas Estate				
2	Tax Card ID - Minerals Only KRP Marcellus I, LLC 777 Taylor Street, Suite 810 Fort Worth, TX 76102	Unleased	6.07030140	3.56739900
	Rivercrest Royalties II, LLC 306 W 7th Street, Suite 888 Fort Worth, TX 76102	Unleased	4.21551360	2.47737600
	Diversified Rox Minerals, LLC C/O MSW Royalties, LLC 301 Commerce Street, Suite 2900 Fort Worth, TX 76102	Unleased	4.13930470	2.43258950
	BRD Royalty Holdings, LLC 2777 Stemmons Freeway, Suite 1133 Dallas, TX 75207	Unleased	0.50912000	0.29920000
	Amon G Carter Foundation PO Box 1036 Fort Worth, TX 76101	Unleased	0.97576030	0.57343550
	Tract 2 Totals		15.91000000	9.35000000
	OR			
	EQT Production Company Attn: Tracy Coyne PO Box 23536 Pittsburgh, PA 15222	Lessee	15.91000000	9.35000000
	TOTAL GAS ESTATE		15.91000000	9.35000000



WELL & MINE LOCATION MAP NORA GRID BP-22

COMPANY Range Resources-Pine Mountain, Inc. WELL NAME AND NUMBER VC-537193
 QUADRANGLE Caney Ridge PERMIT NO. _____ SCALE 1" = 400' DATE 3-02-2015

NOTE: The mine locations are approximate locations taken from downloaded DMME data.
 The maps are to be used for anticipated drilling hazards only.

Exhibit L