



4. AMENDMENTS: None.
5. DISMISSALS: None.
6. RELIEF REQUESTED: Applicant requests an exception to the statewide spacing limitations set forth in § 45.2-1616 (B)(1) of the Code of Virginia for Well No. Keyrock #3.
7. RELIEF GRANTED: The requested relief in this cause shall be and hereby is granted. The Board hereby grants Applicant consent to permit and drill proposed Well No. Keyrock #3 at the location depicted on the Plat attached hereto as Exhibit A.
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 claims ownership of Coalbed Methane Leases of Subject Drilling Unit and the right to explore for, develop and produce Gas from Well No. Keyrock #3.
  - 8.4. An exception to the well spacing requirements of § 45.2-1616(B)(1) of the Code of Virginia for Well No. Keyrock #3 is necessary to efficiently drain a portion of the common sources of supply (reservoir) underlying Subject Drilling Unit, and the Board's granting of the requested location exception is in the best interest of preventing the waste of an as yet undetermined quantum of coalbed methane gas from the Mined Out Jawbone Coal Seam in the Contura Deep Mine 41 underlying the Subject Drilling Unit, and to generally effect the purposes of the Virginia Gas and Oil Act;
  - 8.5. Applicant proposes the drilling of Well No. Keyrock #3 to a depth of 1,170 feet on the Subject Drilling Unit at the location depicted on Exhibit A to explore for coalbed methane gas from the Mined Out Jawbone Coal Seam in the Contura Deep Mine 41 underlying the Subject Drilling Unit;
  - 8.6. Applicant proposes to drill Well No. Keyrock #3 which is 921 feet from EnerVest Well No. P-454C which is less than the 1000 feet mandated by statewide spacing;
  - 8.7. Applicant proposes to drill Well No. Keyrock #3 which is 858 feet from EnerVest Well No. VC-503042 which is less than the 1000 feet mandated by statewide spacing;
  - 8.8. Applicant proposes to complete and operate Well No. Keyrock #3 for the purpose of combusting coalbed methane gas to generate carbon credits for sale on the open market;
9. CONCLUSION: Therefore, the requested relief and all terms and provisions set forth above be and hereby are granted and **IT IS SO ORDERED.**
10. APPEALS: Appeals of this Order are governed by the provisions of §45.2-1609 which provides that any order or decision of the Board may be appealed to the appropriate circuit court. Such appeals must be taken in the manner prescribed in the Administrative Process Act, found in §2.2-4000 *et seq.*, of the Code of Virginia and Rule 2A of the Rules of the Virginia Supreme Court.
11. 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.

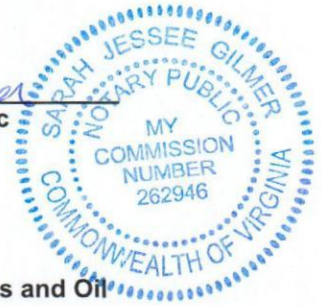
DONE AND EXECUTED this 29 day of November, 2023 by a majority of the Virginia Gas and Oil Board. 88-608 PG 767

Chairman, Donald L. Ratliff

COMMONWEALTH OF VIRGINIA  
COUNTY OF RUSSELL

Acknowledged on this 29th day of November, 2023, personally before me a notary public in and for the Commonwealth of Virginia, appeared Donald L. Ratliff, being duly sworn did depose and say that he is the Interim Chairman of the Virginia Gas and Oil Board, that he executed the same and was authorized to do so.

Sarah Jessee Gilmer, Notary Public  
262946



My Commission expires: July 31, 2025

DONE AND PERFORMED this 30 day of November, 2023 by Order of the Virginia Gas and Oil Board.

James P. Skorupa  
Principal Executive to the staff,  
Virginia Gas and Oil Board

COMMONWEALTH OF VIRGINIA  
COUNTY OF RUSSELL

Acknowledged on this 30th day of November, 2023, personally before me a notary public in and for the Commonwealth of Virginia, appeared James P. Skorupa, being duly sworn did depose and say that he is the Principal Executive to the staff of the Virginia Gas and Oil Board, that he executed the same and was authorized to do so.

Sarah Jessee Gilmer, Notary Public  
262946



My Commission expires: July 31, 2025



EXHIBIT PL-1Property Ownership Information for Well # KEYROCK 3  
October 9, 2023

①

TRACT NO. TL-219  
MARK & LARRY ROWLETT  
SURFACE  
107.09 ACRES  
ACIN LLC - coal  
PARAMONT CONTURA, LLC - coal lessee  
WBRD LLC - coal  
DICKENSON-RUSSELL CONTURA, LLC- coal lessee  
MARK & LARRY ROWLETT  
oil, gas (cbm)  
GAS 15.37 AC. 26.15 %

②

TRACT NO. T2-119  
ELEXIUS SMITH  
43.18 ACRES  
CF HIGHLANDS LLC -Surface  
ACIN LLC - coal  
PARAMONT CONTURA, LLC - coal lessee  
WBRD LLC - coal  
DICKENSON-RUSSELL CONTURA, LLC- coal lessee  
ENERVEST XIV-A NORA LLC  
ENERVEST ENERGY INSTITUTIONAL FUND XIV-A1, L.P. &  
ENERVEST XIV-WIC NORA LLC  
1/4 interest oil, gas (cbm)  
GAS 26.74 AC. 45.50 %

③

IRENE AND JACK FIELDS - oil & gas  
15.33 ACRES  
oil & gas  
ACIN LLC - coal  
PARAMONT CONTURA, LLC - coal lessee  
WBRD LLC - coal  
DICKENSON-RUSSELL CONTURA, LLC- coal lessee  
cbm unknown  
GAS 0.33 AC. 0.56 %

④

VERNA SUTHERLAND, et vir. - oil & gas  
15.34 ACRES  
LEASE NO. 244792L / TC-177  
ACIN LLC - coal  
PARAMONT CONTURA, LLC - coal lessee  
WBRD LLC - coal  
DICKENSON-RUSSELL CONTURA, LLC- coal lessee  
ENERVEST XIV-A NORA LLC  
ENERVEST ENERGY INSTITUTIONAL FUND XIV-A1, L.P. &  
ENERVEST XIV-WIC NORA LLC  
1/4 interest oil, gas (cbm)  
GAS 0.34 AC. 0.57 %

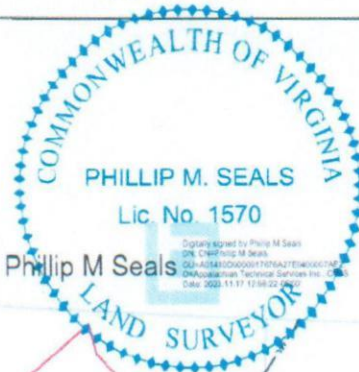
⑤

TRACT NO. T-185  
ELEXIUS SMITH  
292.00 ACRES  
ACIN LLC - coal  
PARAMONT CONTURA, LLC - coal lessee  
WBRD LLC - coal  
DICKENSON-RUSSELL CONTURA, LLC- coal lessee  
ENERVEST XIV-A NORA LLC  
ENERVEST ENERGY INSTITUTIONAL FUND XIV-A1, L.P. &  
ENERVEST XIV-WIC NORA LLC  
1/4 interest oil, gas (cbm)  
GAS 5.68 AC. 9.67 %

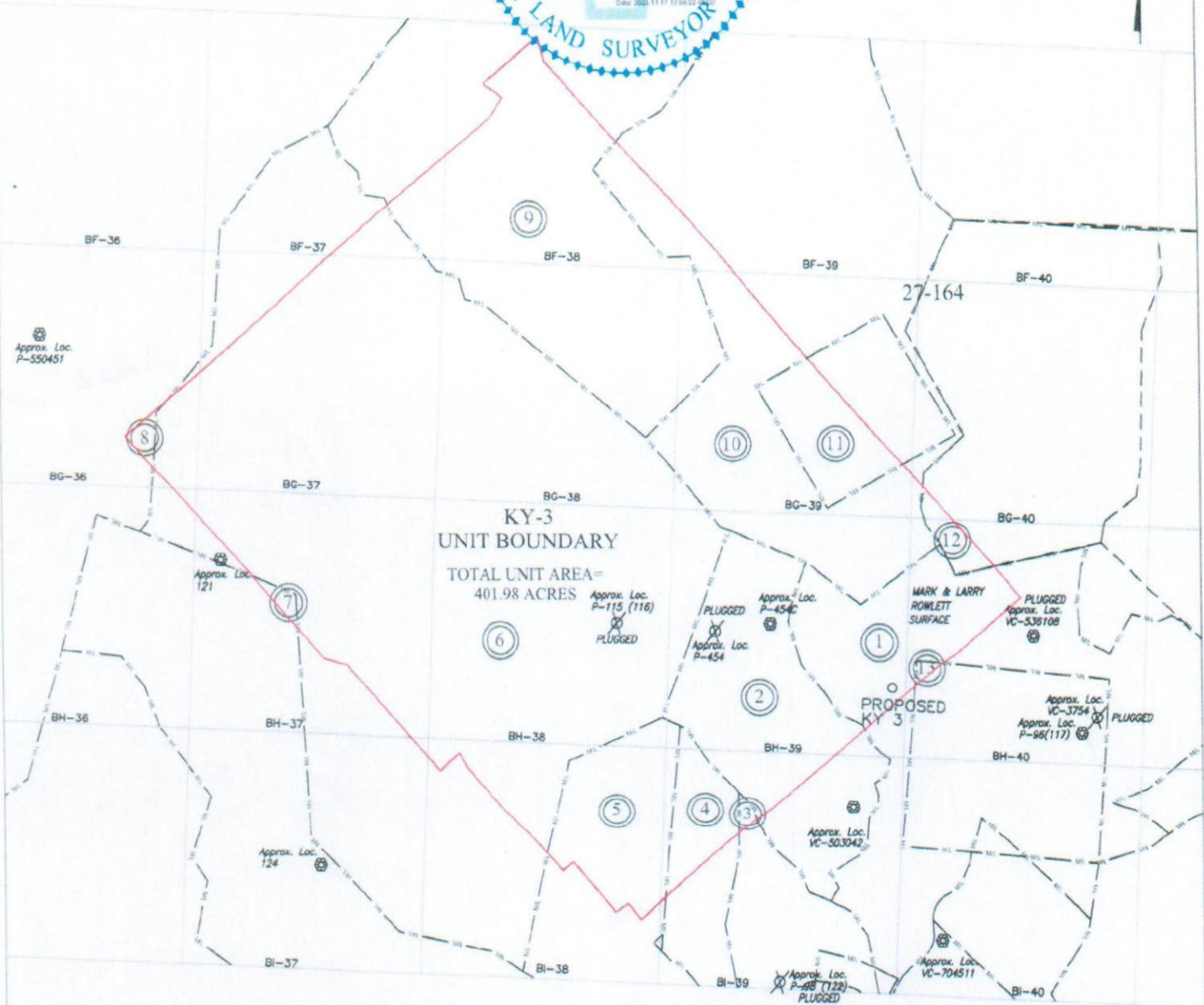
⑥

TRACT NO. T-44  
D. L. FRENCH  
47.79 ACRES  
CF HIGHLANDS LLC -Surface  
ACIN LLC - coal  
PARAMONT CONTURA, LLC - coal lessee  
WBRD LLC - coal  
DICKENSON-RUSSELL CONTURA, LLC- coal lessee  
ENERVEST XIV-A NORA LLC  
ENERVEST ENERGY INSTITUTIONAL FUND XIV-A1, L.P. &  
ENERVEST XIV-WIC NORA LLC  
1/4 interest oil, gas (cbm)  
GAS 10.31 AC. 17.55 %

Proposed Unit



NOTE: THE BASIS OF THE BEARINGS AND DISTANCES IS THE 1983 NORTH AMERICAN DATUM, ZONE 18N, GRID MERIDIAN AND 83.



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


KEYROCK ENERGY, LLC KY-3 UNIT BOUNDARY WITH TRACTS PROVIDED BY KEYROCK ENERGY		 Appalachian Technical Services, Inc. OFFICE-STATE	
		QUAD DISTRICT NORA KENADY	Coordinate System COORD
Drawing Number KY-3UNITBOUNDARY		Sheet S1 S3 S2 S4	
Designed By PMS	Drawn By JMC	Checked By PMS	Date 11/17/2023
Project Number 1892.01		Scale 1"=1000'	

EXHIBIT PL-1 (Page 1 of 2)Property Ownership Information for Keyrock 3  
11-17-2023

①

TL-219  
MARK & LARRY ROWLETT  
107.09 ACRES  
surface  
ACIN LLC - coal  
PARAMONT CONTURA, LLC - coal lessee  
WBRD LLC - coal  
DICKENSON-RUSSELL CONTURA, LLC- coal lessee  
MARK & LARRY ROWLETT

oil, gas, &amp; cbm

GAS 22.31 AC. 5.55%

⑤

VERNA SUTHERLAND, et vir. - oil & gas  
15.34 ACRES  
LEASE NO. 244792L / TC-177  
ACIN LLC - coal  
PARAMONT CONTURA, LLC - coal lessee  
WBRD LLC - coal  
DICKENSON-RUSSELL CONTURA, LLC- coal lessee  
ENERVEST XIV-A NORA LLC  
ENERVEST ENERGY INSTITUTIONAL FUND XIV-A1, L.P. &  
ENERVEST XIV-WIC NORA LLC  
½ interest oil, gas (cbm)

cbm unknown

GAS 19.16 AC. 4.77%

②

T2-119  
ELEXIUS SMITH  
43.18 ACRES  
ACIN LLC - coal  
PARAMONT CONTURA, LLC - coal lessee  
WBRD LLC - coal  
DICKENSON-RUSSELL CONTURA, LLC- coal lessee  
ENERVEST XIV-A NORA LLC  
ENERVEST ENERGY INSTITUTIONAL FUND XIV-1A, L.P. &  
ENERVEST XIV-WIC NORA LLC  
cbm

Keyrock Energy - cbm lessee

GAS 30.63 AC. 7.62%

⑥

T-185  
ELEXIUS SMITH  
292.00 ACRES  
ACIN LLC - coal  
PARAMONT CONTURA, LLC - coal lessee  
WBRD LLC - coal  
DICKENSON-RUSSELL CONTURA, LLC- coal lessee  
ENERVEST XIV-A NORA LLC  
ENERVEST ENERGY INSTITUTIONAL FUND XIV-1A, L.P.  
& ENERVEST XIV-WIC NORA LLC  
oil, gas & cbm

Keyrock Energy - cbm lessee

GAS 199.84 AC. 49.71%

③

CHARLOTTE LYNN ROSE, et ux.  
16.50 ACRES  
oil & gas  
TC-177  
ACIN LLC - coal  
PARAMONT CONTURA, LLC - coal lessee  
WBRD LLC - coal  
DICKENSON-RUSSELL CONTURA, LLC- coal lessee

cbm unknown

GAS 0.49 AC. 0.12%

⑦

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

Keyrock Energy - cbm lessee

GAS 0.74 AC. 0.18%

④

IRENE & JACK FIELDS  
15.33 ACRES  
oil & gas  
ACIN LLC - coal  
PARAMONT CONTURA, LLC - coal lessee  
WBRD LLC - coal  
DICKENSON-RUSSELL CONTURA, LLC- coal lessee

cbm unknown

GAS 7.66 AC. 1.91%

⑧

BRONSON RAMSEY  
710.00 ACRES  
ACIN LLC - coal  
PARAMONT CONTURA, LLC - coal lessee  
WBRD LLC - coal  
DICKENSON-RUSSELL CONTURA, LLC- coal lessee  
ENERVEST XIV-A NORA LLC  
ENERVEST ENERGY INSTITUTIONAL FUND XIV-1A, L.P.  
& ENERVEST XIV-WIC NORA LLC  
oil, gas & cbm

Keyrock Energy - cbm lessee

GAS 0.93 AC. 0.23%

EXHIBIT PL-1 (Page 2 of 2)  
 Property Ownership Information for Keyrock 3  
 11-17-2023

⑨

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

Keyrock Energy - cbm lessee

GAS 63.14 AC. 15.71%

⑬

T-146  
 ELEXIUS SMITH  
 40 ACRES  
 ACIN LLC - coal  
 PARAMONT CONTURA, LLC - coal lessee  
 WBRD LLC - coal  
 DICKENSON-RUSSELL CONTURA, LLC- coal lessee  
 ENERVEST XIV-A NORA LLC  
 ENERVEST ENERGY INSTITUTIONAL FUND XIV-1A, L.P. &  
 ENERVEST XIV-WIC NORA LLC  
 cbm

Keyrock Energy - cbm lessee

GAS 0.36 AC. 0.09%

⑩

TRACT NO. T-44  
 D. L. FRENCH  
 47.79 ACRES  
 CF HIGHLANDS LLC - Surface  
 ACIN LLC - coal  
 PARAMONT CONTURA, LLC - coal lessee  
 WBRD LLC - coal  
 DICKENSON-RUSSELL CONTURA, LLC- coal lessee  
 ENERVEST XIV-A NORA LLC  
 ENERVEST ENERGY INSTITUTIONAL FUND XIV-1A, L.P. &  
 ENERVEST XIV-WIC NORA LLC  
 ¼ interest oil, gas (cbm)

GAS 43.57 AC. 10.84%

⑪

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

Keyrock Energy - cbm lessee

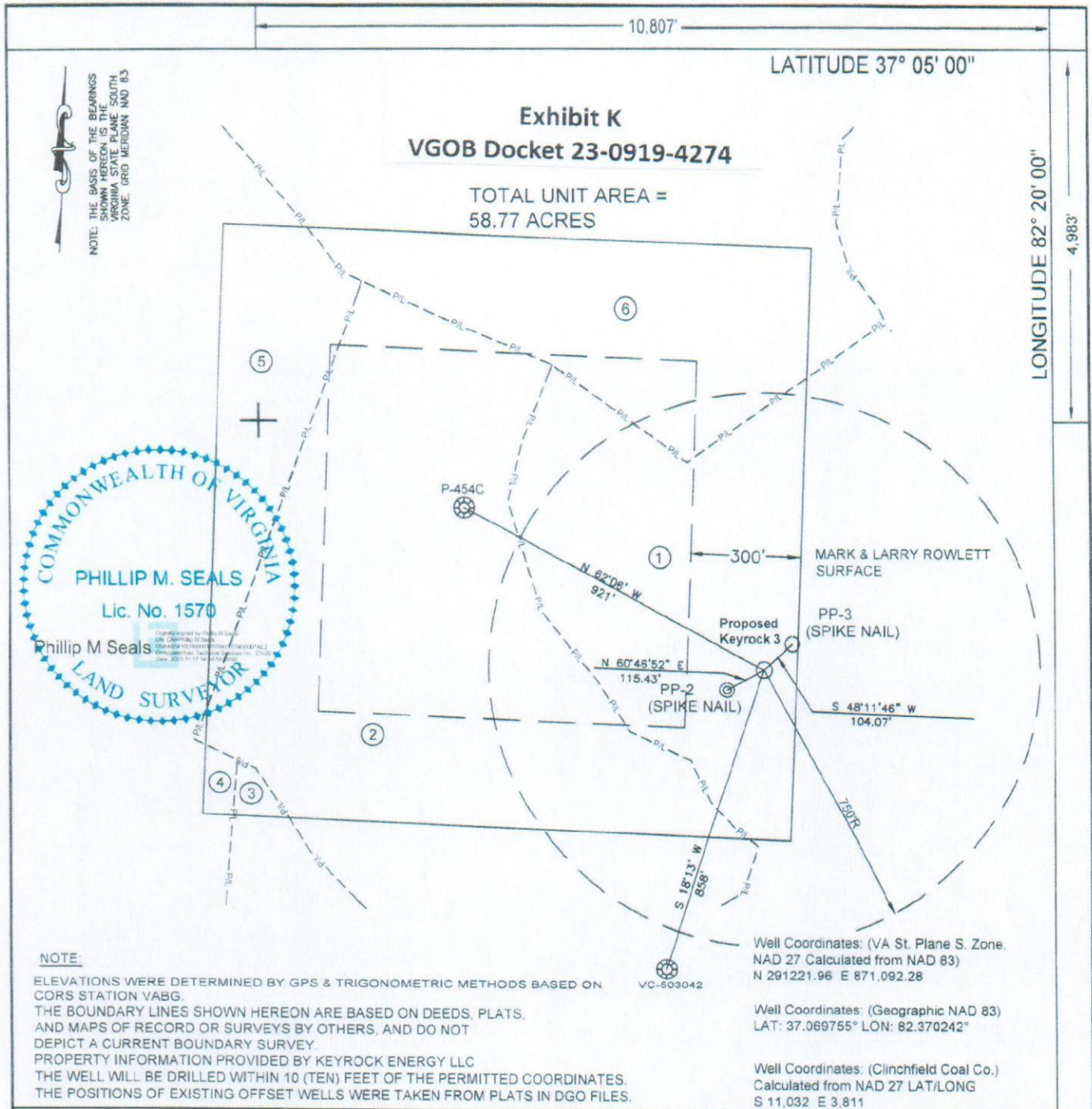
GAS 10.75 AC. 2.67%

⑫

ALBERT C. ADKINS, et al.  
 58.00 ACRES  
 oil & gas  
 ACIN LLC - coal  
 PARAMONT CONTURA, LLC - coal lessee  
 WBRD LLC - coal  
 DICKENSON-RUSSELL CONTURA, LLC- coal lessee

cbm unknown

GAS 2.40 AC. 0.60%



**NOTE:**

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

Well Coordinates: (VA St. Plane S. Zone, NAD 27 Calculated from NAD 83)  
 N 291221.96 E 871,092.28

Well Coordinates: (Geographic NAD 83)  
 LAT: 37.069755° LON: 82.370242°

Well Coordinates: (Clinchfield Coal Co.)  
 Calculated from NAD 27 LAT/LONG  
 S 11,032 E 3,811

**WELL LOCATION PLAT (Nora Grid BH-39)**

COMPANY Keyrock Energy LLC WELL NAME OR NUMBER KEYROCK 3

TRACT NO. TL-219 QUADRANGLE NORA

DISTRICT Ervinton

WELL COORDINATES (VIRGINIA STATE PLANE 83) N 3,572,098.12 E 10,354,076.32

ELEVATION 2,352.34 METHOD USED TO DETERMINE ELEVATION: GPS & TRIG.

COUNTY Dickenson SCALE: 1" = 400' DATE 11-17-23

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

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

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

*Phillip M. Seals*  
 LICENSED LAND SURVEYOR (AFFIX SEAL)

EXHIBIT PL-1

Property Ownership Information for Well # KEYROCK 3  
October 9, 2023

①

TRACT NO. TL-219  
MARK & LARRY ROWLETT  
SURFACE  
107.09 ACRES  
ACIN LLC - coal  
PARAMONT CONTURA, LLC - coal lessee  
WBRD LLC - coal  
DICKENSON-RUSSELL CONTURA, LLC- coal lessee  
MARK & LARRY ROWLETT  
oil, gas (cbm)  
GAS 15.37 AC. 26.15 %

②

TRACT NO. T2-119  
ELEXIUS SMITH  
43.18 ACRES  
CF HIGHLANDS LLC -Surface  
ACIN LLC - coal  
PARAMONT CONTURA, LLC - coal lessee  
WBRD LLC - coal  
DICKENSON-RUSSELL CONTURA, LLC- coal lessee  
ENERVEST XIV-A NORA LLC  
ENERVEST ENERGY INSTITUTIONAL FUND XIV-A1, L.P. &  
ENERVEST XIV-WIC NORA LLC  
1/4 interest oil, gas (cbm)  
GAS 26.74 AC. 45.50 %

③

IRENE AND JACK FIELDS - oil & gas  
15.33 ACRES  
oil & gas  
ACIN LLC - coal  
PARAMONT CONTURA, LLC - coal lessee  
WBRD LLC - coal  
DICKENSON-RUSSELL CONTURA, LLC- coal lessee  
cbm unknown  
GAS 0.33 AC. 0.56 %

④

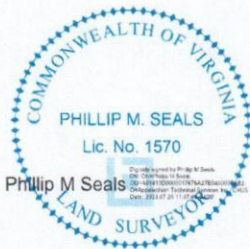
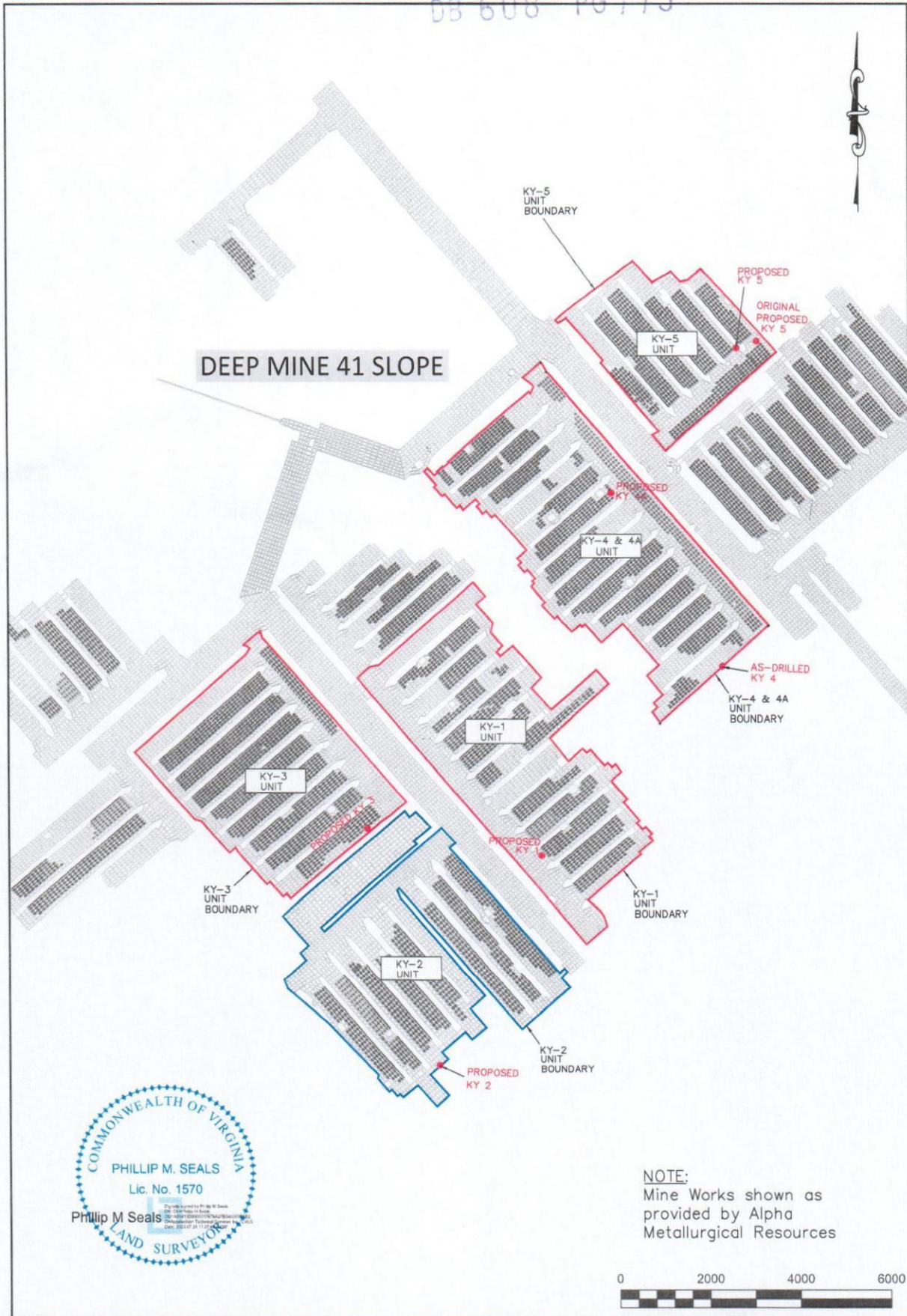
VERNA SUTHERLAND, et vir. - oil & gas  
15.34 ACRES  
LEASE NO. 244792L / TC-177  
ACIN LLC - coal  
PARAMONT CONTURA, LLC - coal lessee  
WBRD LLC - coal  
DICKENSON-RUSSELL CONTURA, LLC- coal lessee  
ENERVEST XIV-A NORA LLC  
ENERVEST ENERGY INSTITUTIONAL FUND XIV-A1, L.P. &  
ENERVEST XIV-WIC NORA LLC  
1/4 interest oil, gas (cbm)  
GAS 0.34 AC. 0.57 %

⑤

TRACT NO. T-185  
ELEXIUS SMITH  
292.00 ACRES  
ACIN LLC - coal  
PARAMONT CONTURA, LLC - coal lessee  
WBRD LLC - coal  
DICKENSON-RUSSELL CONTURA, LLC- coal lessee  
ENERVEST XIV-A NORA LLC  
ENERVEST ENERGY INSTITUTIONAL FUND XIV-A1, L.P. &  
ENERVEST XIV-WIC NORA LLC  
1/4 interest oil, gas (cbm)  
GAS 5.68 AC. 9.67 %

⑥

TRACT NO. T-44  
D. L. FRENCH  
47.79 ACRES  
CF HIGHLANDS LLC -Surface  
ACIN LLC - coal  
PARAMONT CONTURA, LLC - coal lessee  
WBRD LLC - coal  
DICKENSON-RUSSELL CONTURA, LLC- coal lessee  
ENERVEST XIV-A NORA LLC  
ENERVEST ENERGY INSTITUTIONAL FUND XIV-A1, L.P. &  
ENERVEST XIV-WIC NORA LLC  
1/4 interest oil, gas (cbm)  
GAS 10.31 AC. 17.55 %



**NOTE:**  
Mine Works shown as provided by Alpha Metallurgical Resources



**ATS**  
Appalachian Technical Services, Inc.  
Engineering, Architecture, Surveying, Ecology & Environmental Science  
Abingdon Office: P.O. Box 1897, 475 Ward Man Street, Abingdon, VA 24212 (276) 675-4262  
Wise Office: P.O. Box 3537, 6741 Indian Creek Road, Wise, VA 24293 (276) 328-4295

**KEYROCK ENERGY LLC**

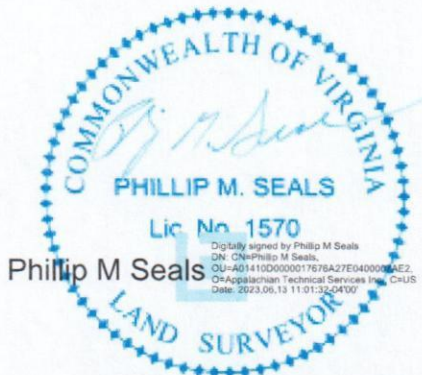
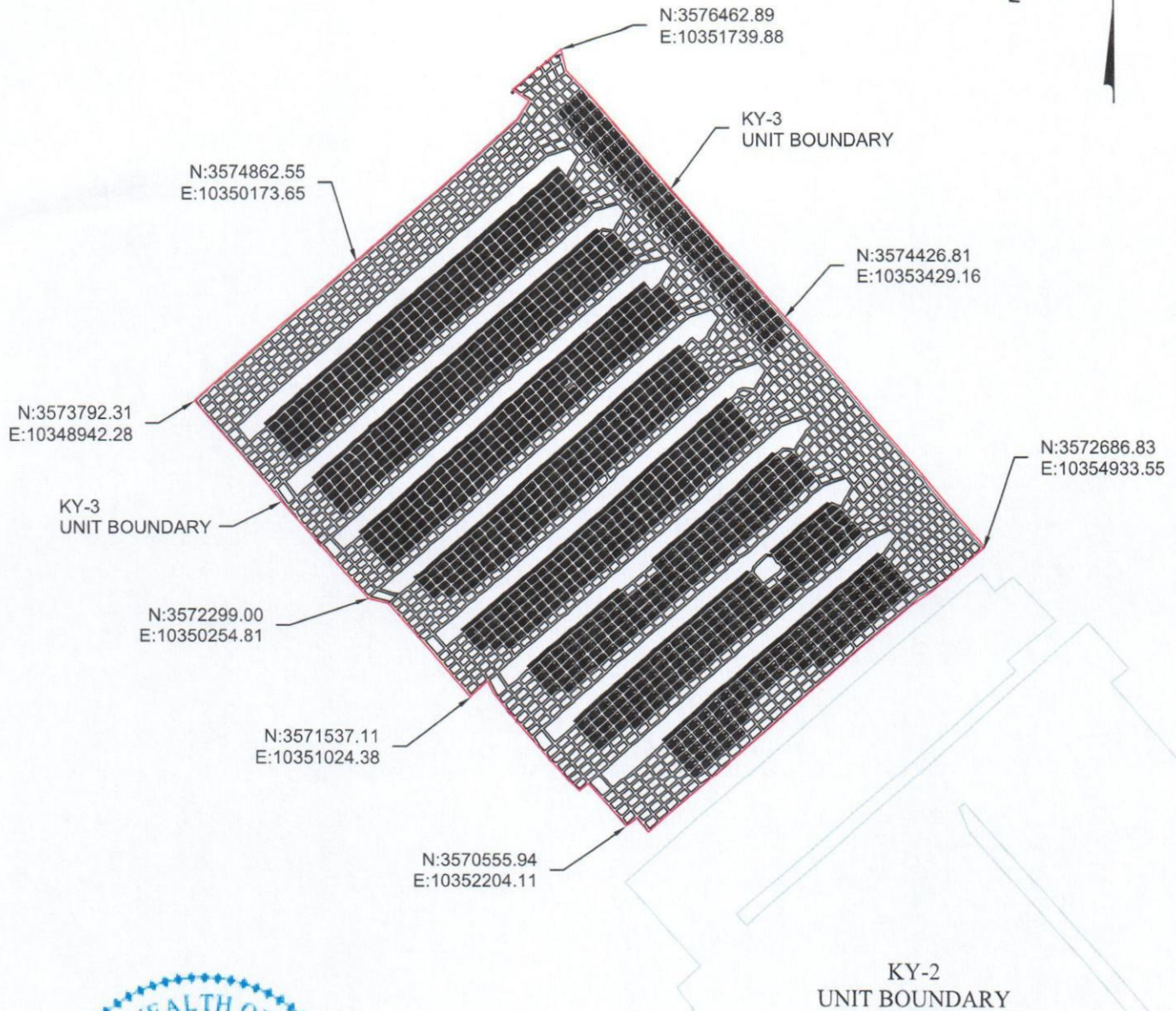
**DEEP MINE 41 UNDERGROUND MINE MAP WITH KEYROCK 1-5 UNITS**

Designed By:	PMS	Drawn By:	PMS	Checked By:	PMS	Date:	07/26/23
Project Number:	1892.01	Scale:	1" = 2000'	Substrange:	NORA		
				Coordinate System:	VA Nad 83 South Zone		
Drawing Name:	Mineworks With KY1-5 Well Units 7-26-23						<b>01</b>
Sheet/Layout:	DM 41 WITH DRILLING UNITS						<b>01</b>

DE 608 PG 776

# EXHIBIT L

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



KEYROCK ENERGY LLC

DEEP MINE 41 UNDERGROUND  
MINE MAP KY-3  
EXHIBIT L



Appalachian  
Technical  
Services, Inc.  
OFFICE-STATE

Designed By PMS	Drawn By JMC	Checked By PMS	Date 06/12/2023	Project Number 1892.01	Scale 1"=1200'	QUAD DISTRICT NORA KENADY	Coordinate System COORD
				Drawing Number KY-3EXHIBIT-L	Sheet S1		
						S1	

DB 608 PG777

Exhibit B  
Keyrock #3  
VGOB Docket # 23-0919-4274  
List of Owners in a Sealed Gob  
(401.983 Acre Unit)

Acres in Unit

Interest in Unit

**Tract One - #TL-219 Mark & Larry Rowlett Tract (107.09 Acres)**

- (1) ACIN LLC – Coal  
Capitol Corporate Services, Inc.  
10 South Jefferson St.  
Ste 1400  
Roanoke, VA 24011
- (2) Paramount Contura, LLC - Coal Lessee  
Corporation Service Company  
100 Shockoe Slip  
FL 2  
Richmond, VA, 23219-4100
- (3) WBRD LLC - Coal  
Capitol Corporate Services, Inc.  
10 South Jefferson St  
Ste. 1400  
Roanoke, VA 24011
- (4) Dickenson-Russell Contura, LLC - Coal Lessee  
Corporation Service Company  
100 Shockoe Slip  
FL 2  
Richmond, VA, 23219-4100
- (5) Mark Rowlett 22.31 acres 5.55%  
3152 Steele Creek Drive,  
Bristol, TN 37620 - ½ Oil, Gas, and CBM  
  
Larry Rowlett  
2705 Woodland Hills East  
Columbia, SC 29210 – ½ Oil, Gas, and CBM

**Tract Two - #T2-119 Elexius Smith (43.18 Acres)**

- (1) ACIN LLC – Coal  
Capitol Corporate Services, Inc.  
10 South Jefferson St.  
Ste 1400  
Roanoke, VA 24011
- (2) Paramount Contura, LLC - Coal Lessee  
Corporation Service Company  
100 Shockoe Slip  
FL 2  
Richmond, VA, 23219-4100
- (3) WBRD LLC - Coal  
Capitol Corporate Services, Inc.

**Exhibit B**  
**Keyrock #3**  
**VGOB Docket # 23-0919-4274**  
**List of Owners in a Sealed Gob**  
**(401.983 Acre Unit)**

	<u>Acres in Unit</u>	<u>Interest in Unit</u>
10 South Jefferson St Ste. 1400 Roanoke, VA 24011		
(4) Dickenson-Russell Contura, LLC - Coal Lessee Corporation Service Company 100 Shockoe Slip FL 2 Richmond, VA 23219-4100		
(5) ENERVEST XIV-A NORA LLC ENERVEST ENERGY INSTITUTIONAL FUND XIV-1A, L.P. ENERVEST XIV-WIC NORA LLC - CBM - 1001 Fannin St Ste. 800 Houston TX 77002		
(6) Keyrock Energy - CBM Lessee Corporate Creations Network Inc. 425 W Washington St. Ste 4 Suffolk, VA, 23434 - 5320	<b>30.63 acres</b>	<b>7.62%</b>

**Tract Three - TC-177 (Charlotte Lynn Rose, et ux) (16.50 Acres)**

- (1) ACIN LLC – Coal  
Capitol Corporate Services, Inc.  
10 South Jefferson St.  
Ste 1400  
Roanoke, VA 24011
- (2) Paramount Contura, LLC - Coal Lessee  
Corporation Service Company  
100 Shockoe Slip  
FL 2  
Richmond, VA, 23219-4100
- (3) WBRD LLC - Coal  
Capitol Corporate Services, Inc.  
10 South Jefferson St  
Ste. 1400  
Roanoke, VA 24011
- (4) Dickenson-Russell Contura, LLC - Coal Lessee  
Corporation Service Company  
100 Shockoe Slip

**Exhibit B**  
**Keyrock #3**  
**VGOB Docket # 23-0919-4274**  
**List of Owners in a Sealed Gob**  
**(401.983 Acre Unit)**

	<u>Acres in Unit</u>	<u>Interest in Unit</u>
FL 2 Richmond, VA 23219-4100		
(5) Unknown – CBM	0.49 acres	0.12%
<b><u>Tract Four - Irene &amp; Jack Fields (15.33 Acres)</u></b>		
(1) ACIN LLC – Coal Capitol Corporate Services, Inc. 10 South Jefferson St. Ste 1400 Roanoke, VA 24011		
(2) Paramount Contura, LLC - Coal Lessee Corporation Service Company 100 Shockoe Slip FL 2 Richmond, VA, 23219-4100		
(3) WBRD LLC - Coal Capitol Corporate Services, Inc. 10 South Jefferson St Ste. 1400 Roanoke, VA 24011		
(4) Dickenson-Russell Contura, LLC - Coal Lessee Corporation Service Company 100 Shockoe Slip FL 2 Richmond, VA 23219-4100		
(5) Unknown – CBM	7.66 acres	1.91%

**Tract Five – #TC-177 Lease No. 244792L; Verna Sutherland, et vir. (15.34 Acres)**

- (1) ACIN LLC – Coal  
Capitol Corporate Services, Inc.  
10 South Jefferson St.  
Ste 1400  
Roanoke, VA 24011
- (2) Paramount Contura, LLC - Coal Lessee  
Corporation Service Company  
100 Shockoe Slip  
FL 2  
Richmond, VA, 23219-4100
- (3) WBRD LLC - Coal  
Capitol Corporate Services, Inc.

**Exhibit B  
Keyrock #3  
VGOB Docket # 23-0919-4274  
List of Owners in a Sealed Gob  
(401.983 Acre Unit)**

	<b>Acres in Unit</b>	<b>Interest in Unit</b>
10 South Jefferson St Ste. 1400 Roanoke, VA 24011		
(4) Dickenson-Russell Contura, LLC - Coal Lessee Corporation Service Company 100 Shockoe Slip FL 2 Richmond, VA 23219-4100		
(5) ENERVEST XIV-A NORA LLC ENERVEST ENERGY INSTITUTIONAL FUND XIV-1A, L.P. ENERVEST XIV-WIC NORA LLC - 1/4 <sup>th</sup> interest - Oil, Gas (CBM) 1001 Fannin St Ste. 800 Houston TX 77002		
(6) Unknown – 3/4 CBM	<b>19.16 acres</b>	<b>4.77%</b>

**Tract Six - #T-185 Elexius Smith (292.00 Acres)**

(1) ACIN LLC – Coal Capitol Corporate Services, Inc. 10 South Jefferson St. Ste 1400 Roanoke, VA 24011		
(2) Paramount Contura, LLC - Coal Lessee Corporation Service Company 100 Shockoe Slip FL 2 Richmond, VA, 23219-4100		
(3) WBRD LLC - Coal Capitol Corporate Services, Inc. 10 South Jefferson St Ste. 1400 Roanoke, VA 24011		
(4) Dickenson-Russell Contura, LLC - Coal Lessee Corporation Service Company 100 Shockoe Slip FL 2 Richmond, VA 23219-4100		
(5) ENERVEST XIV-A NORA LLC	<b>199.84 acres</b>	<b>49.71%</b>

Exhibit B  
Keyrock #3  
VGOB Docket # 23-0919-4274  
List of Owners in a Sealed Gob  
(401.983 Acre Unit)

	Acres in Unit	Interest in Unit
ENERVEST ENERGY INSTITUTIONAL FUND XIV-1A, L.P. ENERVEST XIV-WIC NORA LLC- Oil, Gas & CBM 1001 Fannin St Ste. 800 Houston TX 77002		
(6) Keyrock Energy - CBM Lessee Corporate Creations Network Inc. 425 W Washington St. Ste 4 Suffolk, VA, 23434 – 5320		
<b><u>Tract Seven - Noah Smith (118.30 Acres)</u></b>		
(1) ACIN LLC – Coal Capitol Corporate Services, Inc. 10 South Jefferson St. Ste 1400 Roanoke, VA 24011		
(2) Paramount Contura, LLC - Coal Lessee Corporation Service Company 100 Shockoe Slip FL 2 Richmond, VA, 23219-4100		
(3) WBRD LLC - Coal Capitol Corporate Services, Inc. 10 South Jefferson St Ste. 1400 Roanoke, VA 24011		
(4) Dickenson-Russell Contura, LLC - Coal Lessee Corporation Service Company 100 Shockoe Slip FL 2 Richmond, VA 23219-4100		
(5) ENERVEST XIV-A NORA LLC ENERVEST ENERGY INSTITUTIONAL FUND XIV-1A, L.P. ENERVEST XIV-WIC NORA LLC- Oil, Gas & CBM 1001 Fannin St Ste. 800 Houston TX 77002	0.74 acres	0.18%
(6) Keyrock Energy - CBM Lessee Corporate Creations Network Inc.		

Exhibit B  
Keyrock #3  
VGOB Docket # 23-0919-4274  
List of Owners in a Sealed Gob  
(401.983 Acre Unit)

	Acres in Unit	Interest in Unit
425 W Washington St. Ste 4 Suffolk, VA, 23434 – 5320		
<b><u>Tract Eight – Bronson Ramsey (710.00 Acres)</u></b>		
(1) ACIN LLC – Coal Capitol Corporate Services, Inc. 10 South Jefferson St. Ste 1400 Roanoke, VA 24011		
(2) Paramount Contura, LLC - Coal Lessee Corporation Service Company 100 Shockoe Slip FL 2 Richmond, VA, 23219-4100		
(3) WBRD LLC - Coal Capitol Corporate Services, Inc. 10 South Jefferson St Ste. 1400 Roanoke, VA 24011		
(4) Dickenson-Russell Contura, LLC - Coal Lessee Corporation Service Company 100 Shockoe Slip FL 2 Richmond, VA 23219-4100		
(5) ENERVEST XIV-A NORA LLC ENERVEST ENERGY INSTITUTIONAL FUND XIV-1A, L.P. ENERVEST XIV-WIC NORA LLC- Oil, Gas & CBM 1001 Fannin St Ste. 800 Houston TX 77002	0.93 acres	0.23%
(6) Keyrock Energy - CBM Lessee Corporate Creations Network Inc. 425 W Washington St. Ste 4 Suffolk, VA, 23434 – 5320		

**Tract Nine – D. L. French (118.28 Acres)**

- (1) ACIN LLC – Coal  
Capitol Corporate Services, Inc.  
10 South Jefferson St.  
Ste 1400

**Exhibit B  
Keyrock #3  
VGOB Docket # 23-0919-4274  
List of Owners in a Sealed Gob  
(401.983 Acre Unit)**

	<u>Acres in Unit</u>	<u>Interest in Unit</u>
Roanoke, VA 24011		
(2) Paramount Contura, LLC - Coal Lessee Corporation Service Company 100 Shockoe Slip FL 2 Richmond, VA, 23219-4100		
(3) WBRD LLC - Coal Capitol Corporate Services, Inc. 10 South Jefferson St Ste. 1400 Roanoke, VA 24011		
(4) Dickenson-Russell Contura, LLC - Coal Lessee Corporation Service Company 100 Shockoe Slip FL 2 Richmond, VA 23219-4100		
(5) ENERVEST XIV-A NORA LLC ENERVEST ENERGY INSTITUTIONAL FUND XIV-1A, L.P. ENERVEST XIV-WIC NORA LLC- CBM 1001 Fannin St Ste. 800 Houston TX 77002	<b>63.14 acres</b>	<b>15.71%</b>
(6) Keyrock Energy - CBM Lessee Corporate Creations Network Inc. 425 W Washington St. Ste 4 Suffolk, VA, 23434 – 5320		

**Tract Ten – T-44 - D. L. French (47.79 acres)**

- (1) ACIN LLC – Coal  
Capitol Corporate Services, Inc.  
10 South Jefferson St.  
Ste 1400  
Roanoke, VA 24011
- (2) Paramount Contura, LLC - Coal Lessee  
Corporation Service Company  
100 Shockoe Slip  
FL 2  
Richmond, VA, 23219-4100
- (3) WBRD LLC - Coal

**Exhibit B  
Keyrock #3  
VGOB Docket # 23-0919-4274  
List of Owners in a Sealed Gob  
(401.983 Acre Unit)**

	<u>Acres in Unit</u>	<u>Interest in Unit</u>
Capitol Corporate Services, Inc. 10 South Jefferson St Ste. 1400 Roanoke, VA 24011		
(4) Dickenson-Russell Contura, LLC - Coal Lessee Corporation Service Company 100 Shockoe Slip FL 2 Richmond, VA 23219-4100		
(5) ENERVEST XIV-A NORA LLC ENERVEST ENERGY INSTITUTIONAL FUND XIV-1A, L.P. ENERVEST XIV-WIC NORA LLC - 1/4 <sup>th</sup> interest - Oil, Gas & CBM - 1001 Fannin St Ste. 800 Houston TX 77002		
(6) Unknown – 3/4 CBM	<b>43.57 acres</b>	<b>10.84%</b>

**Tract Eleven – D. L. French (22.00 Acres)**

- (1) ACIN LLC – Coal  
Capitol Corporate Services, Inc.  
10 South Jefferson St.  
Ste 1400  
Roanoke, VA 24011
- (2) Paramount Contura, LLC - Coal Lessee  
Corporation Service Company  
100 Shockoe Slip  
FL 2  
Richmond, VA, 23219-4100
- (3) WBRD LLC - Coal  
Capitol Corporate Services, Inc.  
10 South Jefferson St  
Ste. 1400  
Roanoke, VA 24011
- (4) Dickenson-Russell Contura, LLC - Coal Lessee  
Corporation Service Company  
100 Shockoe Slip  
FL 2  
Richmond, VA 23219-4100

**Exhibit B**  
**Keyrock #3**  
**VGOB Docket # 23-0919-4274**  
**List of Owners in a Sealed Gob**  
**(401.983 Acre Unit)**

	Acres in Unit	Interest in Unit
(5) ENERVEST XIV-A NORA LLC ENERVEST ENERGY INSTITUTIONAL FUND XIV-1A, L.P. ENERVEST XIV-WIC NORA LLC- CBM 1001 Fannin St Ste. 800 Houston TX 77002	10.75 acres	2.67%
(6) Keyrock Energy - CBM Lessee Corporate Creations Network Inc. 425 W Washington St. Ste 4 Suffolk, VA, 23434 – 5320		

**Tract Twelve – Albert C. Adkins, et al. (58.00 acres)**

(1) ACIN LLC – Coal Capitol Corporate Services, Inc. 10 South Jefferson St. Ste 1400 Roanoke, VA 24011		
(2) Paramont Contura, LLC - Coal Lessee Corporation Service Company 100 Shockoe Slip FL 2 Richmond, VA, 23219-4100		
(3) WBRD LLC - Coal Capitol Corporate Services, Inc. 10 South Jefferson St Ste. 1400 Roanoke, VA 24011		
(4) Dickenson-Russell Contura, LLC - Coal Lessee Corporation Service Company 100 Shockoe Slip FL 2 Richmond, VA 23219-4100		
(5) Unknown – Gas, CBM, and Surface	2.40 acres	0.60%

**Tract Thirteen – T-146 Elexius Smith (40 acres)**

(1) ACIN LLC – Coal Capitol Corporate Services, Inc. 10 South Jefferson St. Ste 1400 Roanoke, VA 24011		
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**Exhibit B**  
**Keyrock #3**  
**VGOB Docket # 23-0919-4274**  
**List of Owners in a Sealed Gob**  
**(401.983 Acre Unit)**

	<u>Acres in Unit</u>	<u>Interest in Unit</u>
(2) Paramount Contura, LLC - Coal Lessee Corporation Service Company 100 Shockoe Slip FL 2 Richmond, VA, 23219-4100		
(3) WBRD LLC - Coal Capitol Corporate Services, Inc. 10 South Jefferson St Ste. 1400 Roanoke, VA 24011		
(4) Dickenson-Russell Contura, LLC - Coal Lessee Corporation Service Company 100 Shockoe Slip FL 2 Richmond, VA 23219-4100		
(5) ENERVEST XIV-A NORA LLC ENERVEST ENERGY INSTITUTIONAL FUND XIV-1A, L.P. ENERVEST XIV-WIC NORA LLC- CBM 1001 Fannin St Ste. 800 Houston TX 77002	<b>0.36 acres</b>	<b>0.09%</b>
(6) Keyrock Energy - CBM Lessee Corporate Creations Network Inc. 425 W Washington St. Ste 4 Suffolk, VA, 23434 – 5320		

**MEMORANDUM OF PAID UP METHANE GAS LEASE**

ENERVEST XIV-A NORA LLC (50.10494%), ENERVEST ENERGY INSTITUTIONAL FUND XIV-A1, L.P. (15.00000%) and ENERVEST XIV-WIC NORA LLC (34.89506%), each a Delaware limited partnership c/o EnerVest Operating, L.L.C. (herein called "Lessor"), whose address is 408 W. Main Street, Abingdon, VA 24210, and Keyrock Energy LLC (herein called "Lessee"), whose address is 207 E. Main Street, Suite 2-D, Johnson City, Tennessee 37605, hereby acknowledge and give notice that Lessor has executed and delivered to Lessee a Paid Up Methane Lease (herein after "Lease") under date of January 12<sup>th</sup>, 2022, covering the premises situated between the waters of the Buffalo Creek and Caney Creeks of Dickenson County, Virginia, commonly known as Deep Mine 41, to wit:

See attached Exhibit A for map of leased premise.

Said Lease provides for a primary term of three (3) years from January 12, 2022, and as long thereafter as CBM is produced in paying quantities from the lands covered by the Lease, or said Lease is maintained in force in any other manner therein provided. An executed copy of said Lease is in the possession of both Lessor and Lessee, and said Lease with all of its terms, covenants and provisions, is incorporated herein by reference and made a part hereof for all purposes.

The purpose of this Memorandum of Paid Up Methane Gas Lease is to evidence the existence of said Lease, and this Memorandum is given in lieu of filing said Lease in full for record with the office of the Recorder in the county or counties in which said Land is located.

This instrument may be executed in counterparts, which can be combined in one or more instruments for recordation.

IN WITNESS WHEREOF this instrument is executed on this 19<sup>th</sup> day of January 2022, but to be effective January 12, 2022.

LESSOR:

LESSEE

EnerVest Operating, L.L.C.

Keyrock Energy, LLC

By: Meriug Muller MM.

mark Allaman

Its: Vice President - Land

managing Director



DB 608 PG789

DB 591 PG581

Lessee

Keyrock Energy LLC

By: Mark Allaman

Name: Mark Allaman

Title: Managing Director

**ACKNOWLEDGEMENT**

STATE OF PENNSYLVANIA

)

) S

COUNTY OF BUTLER

Venango

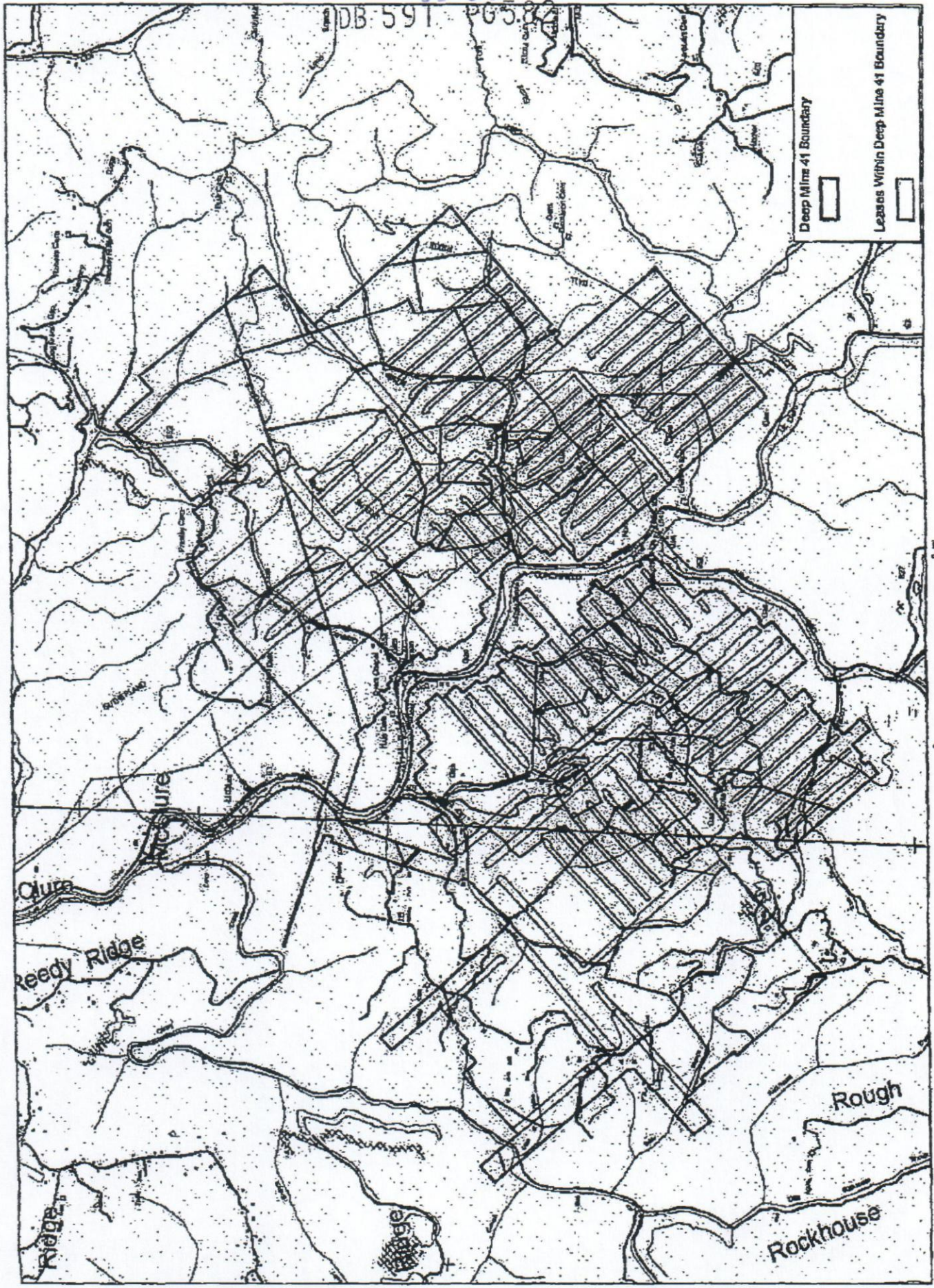
)

The foregoing instrument was acknowledged before me this 31<sup>st</sup> day of January, 2022 by Mark Allaman, as Managing Director of KEYROCK ENERGY, LLC, on behalf of the Limited Liability Company.

My Commission Expires: 12-17-22

Commonwealth of Pennsylvania - Notary Seal Katie Marie Sottiaux, Notary Public Venango County My commission expires December 17, 2022 Commission number 1342247 Member, Pennsylvania Association of Notaries
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Exhibit "A"



DB 608 PG791

DB 591 PG583

INSTRUMENT 220000155  
RECORDED IN THE CLERK'S OFFICE OF  
DICKENSON CIRCUIT COURT ON  
FEBRUARY 15, 2022 AT 02:39 PM  
RICHARD W. EDWARDS, CLERK  
RECORDED BY: TJB

**PAID UP COALBED METHANE LEASE**

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

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

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

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

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

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

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

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

Abingdon: 960599-1

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

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

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

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

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

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

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

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

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

16. Lease Addendum. Lessor and Lessee acknowledge the Lease Addendum attached to this Lease. Each provision contained in the Lease Addendum shall be incorporated into and is understood to be a part of the Lease. If a provision of the Lease conflicts with a provision of the Lease Addendum, the Lease Addendum shall prevail.

IN WITNESS WHEREOF, the undersigned have executed this instrument on the date appearing above.

Lessors:

ENERVEST OPERATING, LLC

By: Kevin Miller  
Name: Kevin Miller  
Title: Vice President - LAND

\*Enervest Operating, LLC as agent for Enervest XIV-A Nora LLC, Enervest XIV-WIC Nora LLC, & Enervest Energy Institutional Fund XIV-A1, L.P.

ACKNOWLEDGEMENT

COMMONWEALTH OF VIRGINIA )  
 ) §  
COUNTY OF WASHINGTON )

The foregoing instrument was acknowledged before me this 12<sup>th</sup> day January, ~~2021~~ <sup>2022</sup> by Kevin Miller, as the Vice President -Land of EnerVest Operating, L.L.C., as agent and attorney-in-fact for ENERVEST XIV-A NORA LLC, ENERVEST ENERGY INSTITUTIONAL FUND XIV-A1, L.P., and ENERVEST XIV-WIC NORA LLC on behalf of the limited partnerships.

My Commission Expires: 9/30/2022

Michael Shepard



**Lessee:**

**Keyrock Energy LLC**

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

**ACKNOWLEDGEMENT**

STATE OF TENNESSEE                    )  
  ) §  
COUNTY OF WASHINGTON            )

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

My Commission Expires: 6-27-23



*Dina Y. Shirley*  
Notary Public

### Lease Addendum

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

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

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

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

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

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

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

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

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

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

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

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

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

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

9. **Leasehold Limitation.**

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

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

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

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

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

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

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

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

INSTRUMENT 230001296  
RECORDED IN THE CLERK'S OFFICE OF  
DICKENSON CIRCUIT COURT ON  
DECEMBER 27, 2023 AT 10:38 AM  
RICHARD W. EDWARDS, CLERK  
RECORDED BY: MDT

Exhibit "A"

