

## **SETTLEMENT AGREEMENT AND RELEASE**

This Settlement Agreement and Release (“Agreement”) is entered into by and between Plaintiff Appalachian Land Company (“Plaintiff”), individually, and in its representative capacity on behalf of the Class, as defined below, and Defendant EQT Production Company (“Defendant”) (collectively “Parties”).

### **RECITALS**

**WHEREAS**, on or about July 8, 2008, Plaintiff filed a putative class action in the United States District Court for the Eastern District of Kentucky in which it asserted claims against Defendant for alleged breach of contract on behalf of itself and others similarly situated (the “Litigation”);

**WHEREAS**, Plaintiff alleged in the Litigation that Defendant improperly deducted severance taxes from royalty payments owed to Plaintiff and putative class members in breach of the lease agreements entered into between putative class members and Defendant and sought payment of these full royalty payments;

**WHEREAS**, on May 26, 2011, Defendant filed its Motion for Judgment on the Pleadings, which was granted in favor of Defendant on February 16, 2012;

**WHEREAS**, on February 22, 2012, Plaintiff moved to alter the judgment which the Court denied on April 24, 2012;

**WHEREAS**, on May 22, 2012, Plaintiff appealed the portion of the ruling dismissing the Litigation regarding severance taxes to the Sixth Circuit Court of Appeals;

**WHEREAS**, on August 26, 2013, the Sixth Circuit certified a question regarding deduction of severance taxes to the Kentucky Supreme Court;

**WHEREAS**, on August 20, 2015, the Kentucky Supreme Court held that absent a specific contractual provision apportioning severance taxes, lessees may not deduct severance taxes or any portion thereof prior to calculating a royalty value;

**WHEREAS**, on October 27, 2015, the Sixth Circuit Court of Appeals reversed the Court’s judgment on the pleadings and remanded for further proceedings consistent with the Kentucky Supreme Court’s holding;

**WHEREAS**, the Parties exchanged factual information underlying the Claims and defenses, including information regarding the number of potential Class Members and the amount of severance taxes withheld over the fifteen (15) years prior to filing of the Litigation;

**WHEREAS**, on March 7, 2017, Defendant tendered reimbursement to royalty owners from the time period 1995 to 2016 whose royalties had been reduced under market value at the well leases for severance taxes for whom EQT had available owner information;

**WHEREAS**, a number of those royalty owners to whom EQT tendered payment cashed the reimbursement checks;

**WHEREAS**, the Parties conducted a factual investigation and analyzed the relevant legal issues with regard to the claims in, and potential defenses to, the Litigation. Plaintiff and its counsel contend that the Litigation has merit. Defendant and its Counsel contend that the Litigation does not have merit and that Defendant has defenses that could eliminate or reduce liability and monetary

recovery in the Litigation. The Parties also have each considered the uncertainties of trial and the benefits to be obtained under the proposed settlement and have considered the costs, risks, and delays associated with the continued prosecution of this time-consuming Litigation and the likely appeals of any rulings in favor of either Plaintiff or Defendant;

**WHEREAS**, on June 22, 2018, the Court granted, in part, Plaintiff's Motion for Partial Summary Judgment and Motion to Certify Class;

**WHEREAS**, the Parties engaged in arms-length negotiations and have reached a settlement, which is embodied in this Agreement;

**WHEREAS**, Defendant generally and specifically denies the allegations in the Litigation that Plaintiff or the putative class have been damaged in any sum whatsoever, and that Plaintiff or the putative class are entitled to any relief;

**WHEREAS** the Parties recognize and agree that it is in their mutual best interests to resolve their differences as set forth herein. The Parties also recognize and agree that none admit to any wrongdoing and that the agreements and releases set forth below represent the Parties' compromise of disputed matters in order to avoid the delay and uncertainties of litigation and the further disruption and expense of the Litigation;

**WHEREAS** the Parties wish to fully, finally, and completely resolve all claims, causes of action, demands, liabilities, losses and damages of any kind, known or unknown, as defined in this Agreement, including Plaintiff's and the Class's rights to be compensated for such claims.

**NOW, THEREFORE**, in exchange for the mutual covenants and promises contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

#### **AGREEMENT**

In consideration of the covenants and agreements set forth herein, Plaintiff, the Settlement Class, and Defendant, themselves and through their undersigned counsel, agree to settle the Litigation and Claims, subject to Court approval, under the following terms and conditions.

**1. DEFINITIONS.** Unless otherwise indicated, the following shall be defined terms for purposes of this Agreement. Some definitions use terms that are defined later in the section.

**1.1.** The term "**Claims**" means the claims set out and the claims that could have been set out in the Complaint filed in the United States District Court Eastern District of Kentucky, Case No. 7:08-CV-139-KKC.

**1.2.** The term "**Class Member**" means any person who is included in the Settlement Class defined in 1.3 below.

**1.3.** The term "**Settlement Class**" means that class defined in the June 22, 2018 Opinion and Order of the Court, which specifically includes all persons and entities that, during the period of January 1, 1995 through July 31, 2016, were lessors on Oil and Gas Leases with Equitable, or its predecessors in title, covering lands in Kentucky, which obligate the lessee to pay royalties on gas produced from wells at a rate of one-eighth of the market price received at the wellhead and which leases do not authorize the deduction of severance taxes, or other costs, and/or expense incurred to market such gas after it is severed from the wellhead. The defined Class excludes: (1) the United States of America; (2) any Judge or Magistrate presiding over this action and members of their families; (3) Defendant, its affiliates, predecessors-in-interest, and its

respective employees, officers and directors; and (4) potential members of the class who have been paid and accepted reimbursement for withheld severance taxes during the class period.

**1.4.** The term “**Settlement Class Member**” means any person who is included in the Settlement Class.

**1.5.** The term “**Class Notice**” means the Class Notice of the proposed Settlement terms, as approved by Plaintiff’s Counsel, Defendant’s Counsel, and the Court to be provided pursuant to Section 3 of this Agreement.

**1.6.** The term “**Class Representative**” means Plaintiff Appalachian Land Company in its representative capacity on behalf of the Settlement Class.

**1.7.** The term “**Court**” means the United States District Court for the Eastern District of Kentucky.

**1.8.** The term “**Defendant’s Counsel**” means Kimberly S. McCann and the law firm of VanAntwerp Attorneys, LLP and Wade Massie and the law firm of Penn, Stuart & Eskridge.

**1.9.** The term “**Fairness Hearing**” means the hearing at or after which the Court will make a final decision whether to approve this Agreement as fair, reasonable and adequate.

**1.10.** The term “**Final Judicial Approval**” means the date upon which any of the following events occurs: (1) the expiration of the time for filing an appeal if there are any objections filed by any Settlement Class Member; (2) the conclusion of any appeal taken if there are any objections filed by any Settlement Class Member; (3) the withdrawal of the last objection to the Settlement; or (4) the entry of the Final Order if there are no objections filed by any Settlement Class Member.

**1.11.** The term “**Final Order**” means the order approving the Settlement and this Agreement.

**1.12.** The term “**Release**” means the release identified in Section 4.5 of this Agreement.

**1.13.** The term “**Parties**” means Defendant and Plaintiff, individually and in its representative capacity on behalf of the Class.

**1.14.** The terms “**Plaintiff’s Counsel**” and “**Class Counsel**” means John C. Whitfield, Esq., Gary E. Mason, Esq., and Caroline Ramsey Taylor, Esq. and the law firm of Whitfield, Bryson & Mason LLP and George Stigger of the Law Offices of George E. Stigger, P.S.C.

**1.15.** The term “**Preliminary Approval Order**” means the order certifying the Settlement Class for Settlement purposes only, approving the proposed Class Notice, and setting the date and time of the Fairness Hearing.

**1.16.** The term “**Released Claims**” shall mean the claims identified in Section 4.5 of this Agreement.

**1.17.** The term “**Released Parties**” shall mean the parties identified in Section 4.5 of this Agreement.

**1.18.** The term “**Settlement**” means the settlement of the Litigation and related claims effectuated by this Agreement.

**1.19.** The term “**Settlement Amount**” means the full consideration for the settlement of all Released Claims for Plaintiff and the Settlement Class Members in the Litigation totaling Seven Hundred Thousand and no/100 Dollars (\$700,000.00).

**1.20.** The term “**Settlement Fund**” means the amount remaining from the total Settlement Amount after the deduction of allowable items as outlined in Section 2.3.

**1.21.** The term “**Funding Deadline**” means fourteen (14) days from Final Judicial Approval.

## **2. SETTLEMENT TERMS.**

**2.1. Settlement Consideration.** In exchange for Defendant’s payment of a total settlement in the amount of Seven Hundred Thousand and no/100 Dollars (\$700,000.00), Plaintiff agrees to the Released Claims and dismissal of the Litigation as set forth in Section 4.5 below and to the other terms of this Agreement.

**2.2 Certification of the Settlement Class.** For the purposes of the Settlement only and the proceeding contemplated herein, the Parties stipulate and agree that: (1) the Settlement Class shall be certified in accordance with the definition contained in Section 1.3 above; (2) Plaintiff shall represent the Settlement Class for settlement purposes and shall be the Class Representative; and (3) Plaintiff’s Counsel shall be appointed as Class Counsel.

**2.3. Award to the Settlement Class.** Settlement Class Members who do not opt out of Settlement shall receive their proportionate share of payments owed from the Settlement Fund in the manner described below. The value of the Settlement Fund shall be determined after deducting the following:

- a. Attorneys’ fees, costs, and expenses as approved by the Court;
- b. The Class Representative Incentive Award (as outlined in Section 2.4) shall be deducted from the remaining amount; and
- c. Settlement Implementation Costs as described in Section 2.6 below.

The value remaining after the above deductions shall be the Settlement Fund. Awards to the Settlement Class shall be taken out of the Settlement Fund and distributed based upon the claims made. Settlement Class Members making a valid claim shall first be reimbursed up to 100% of the taxes withheld (“Principal”). Should there still be funds left in the Settlement Fund after paying the Principal to each valid claimant, all Settlement Class Members will also be entitled to interest (“Interest”). If, after paying the Principal, there is enough left in the Settlement Fund to pay each claimant Interest in the amount of 100% of the Principal received by such claimant, that shall be the Interest payment to each claimant. If the Settlement Fund cannot satisfy Interest payments in the amount of 100% of the Principal to each claimant, Interest payments shall be calculated by dividing the balance of the Settlement Fund pro rata to the claimants based upon the Principal paid to each claimant without regard to Settlement Class Members who did not make a claim. Should there still be funds left in the Settlement Fund after these payments, the remaining funds shall escheat to the state of Kentucky.

All Class Members shall receive Class Notice pursuant to Section 3.1 below.

**2.4. Incentive Award to Class Representative.** The Parties agree that the Class Representative shall be entitled to an incentive award of Fifteen Thousand Dollars (\$15,000.00) for the Litigation in recognition of the amount of time and effort spent by Plaintiff as the Class Representative. This amount was determined to be appropriate only after an agreement had been reached on the award to the Settlement Class and other terms of this Agreement. The Parties agree that Plaintiff will request an incentive award of no more than Fifteen Thousand Dollars (\$15,000.00) for the Litigation, to which

Defendant will not object, to be approved by the Court which would be funded from the Settlement Amount. In the event the incentive award is not approved by the Court, the rest of this Agreement shall remain in full force and effect.

**2.5. Attorneys' Fees and Costs.** Defendant agrees that it will not contest Class Counsel's request to the Court for approval of fees and costs for the Litigation up to the amount of Three Hundred Fifty Thousand and no/100 Dollars (\$350,000.00) to be paid out of the Settlement Amount (the "Fees Award"). This amount was determined to be appropriate only after an agreement had been reached on all Class Settlement terms and was the product of arms-length negotiations. In the event the attorneys' fees and costs are not approved by the Court, the rest of this Agreement shall remain in full force and effect. Class Counsel agree that it will not seek any fees or costs from Defendant except as may be awarded by the Court to be paid out of the Settlement Amount, and Defendant shall have no liability for attorneys' fees or costs beyond payment of the Settlement Amount.

**2.6. Settlement Implementation Costs.** All costs of providing Class Notice in the manner set forth in Section 3.1 below of this Agreement and all costs associated with administration of the Settlement shall be paid from the Settlement Amount, as Defendant shall have no liability outside of paying the Settlement Amount for such costs.

**2.7. Walk-Away Rights.** In the event the Settlement Administrator receives Requests for Exclusion from Settlement Class Members who collectively would have received under the Plan of Administration ten percent (10%) or more of the total principal amount of severance tax deductions still owed as of the signing of this Agreement, either party shall have the right, within ten (10) days after the Request for Exclusion deadline to terminate this Settlement Agreement. For purposes of this Agreement, Defendant represents the total amount of severance taxes is approximately \$285,000 as of the date of the signing of this Agreement. Therefore, the estimated threshold is \$28,500.

### **3. CLASS SETTLEMENT PROCEDURES.**

**3.1. Class Notice.** Subject to Court approval, the Parties agree that after entry of the Preliminary Approval Order, Plaintiff (or an agreed upon service provider) will provide the Class with Notice of the proposed Settlement by the following method:

The Notice Plan as approved in the Preliminary Approval Order shall be implemented within 30 days of entry of the Preliminary Approval Order. Defendant agrees to cooperate in providing names and last known contact information and/or mailing addresses for all Settlement Class members as currently shown on its books and records.

**3.2. Inclusion in the Settlement.** Class Members who wish to be included in the Settlement Class need not take action. Should a Class Member wish to opt-out or object, they must submit notice as detailed in Sections 3.3 or 3.4.

**3.3. Objections.** Any Class Member who wishes to object to the Settlement must mail a written objection to Plaintiff's Counsel (or the designated service provider) and serve a copy on Class Counsel by the Exclusion Deadline to be set by the Court (the "Objection/Exclusion Deadline"). Class Counsel (or the designated service provider) shall provide a copy of the objection by email to Defendant's counsel within 7 days of receipt of the objection. The objection must set forth, in clear and concise terms, the legal and factual arguments supporting the objection. Unless otherwise requested by the Court, Class Members shall not be entitled to speak

at the Fairness Hearing unless they have submitted a timely written objection pursuant to this paragraph and indicating their intent to appear at the Fairness Hearing. Counsel for the Parties will jointly file any objections they receive with the Court prior to the Final Approval and Fairness Hearing.

**3.4. Exclusion from the Class.** The Detailed Notice shall inform Class Members of their right to elect not to be part of the Settlement Class and not to be bound by this Agreement, provided that the affected person mails a request for exclusion to Plaintiff's counsel (or its designated notice provider) on or before the Objection/Exclusion Deadline ("Request for Exclusion"). No later than seven (7) days after the Objection/Exclusion Deadline, Plaintiff or its notice provider shall prepare a list of the persons who, pursuant to the Class Notice, have provided a valid and timely Request for Exclusion and shall deliver that list to Defendant's Counsel via email within such seven (7) days.

**3.5. No Solicitation of Settlement Objections or Exclusions.** The Parties agree to use their best efforts to carry out the terms of this Settlement. At no time shall any of the Parties or their counsel seek to solicit or otherwise encourage Class Members to submit written objections to the Settlement or to request exclusion from the Settlement Class, or to encourage persons to appeal from the Court's Final Judgment.

#### **4. FINAL JUDGMENT AND RELEASES.**

**4.1. Preliminary Settlement Hearing.** Plaintiff will move the Court, unopposed by Defendant, for the entry of a Preliminary Approval Order consistent with the terms of this Agreement and for approval of proposed forms of all notices and other documents necessary to implement the Settlement.

**4.2. Approval of this Agreement.** The Parties will jointly take all necessary and appropriate steps to secure the Court's approval of this Agreement, with Class Counsel to prepare and submit all briefs to the Court. No later than fourteen (14) days after the objection/opt-out deadline (as dictated by the entry of the Preliminary Approval Order), Class Counsel shall file a motion for an Order granting final approval of this Agreement and a Judgment in favor of Plaintiffs and the Settlement Class, together with any supporting papers, all of which will be unopposed by Defendants provided the motion is consistent with this Agreement.

**4.3. Order and Judgment.** The Judgment shall provide for Plaintiff and the Settlement Class to take according to this Agreement and nothing else and shall include provisions that the Litigation is concluded pursuant to the entry of the Judgment. Notwithstanding the conclusion of the Litigation, the Parties stipulate that the Judgment will include a provision for the Court to retain jurisdiction to enforce this Agreement.

**4.4. Effect of Agreement if Settlement Is Not Approved.** This Agreement was entered into only for the purpose of Settlement. For whatever reason, should the Settlement not be approved, not be implemented in its entirety, or not become final, the fact that the Parties were willing to stipulate to class certification for purposes of this Settlement shall have no bearing on, and shall not be admissible in connection with, the issue of whether a class should be certified in a non-settlement context in this Litigation or any other action or proceeding. Defendant expressly reserves its right to oppose class certification should this Settlement not become final.

**4.5. Release of Defendant by All Settlement Class Members.** Effective upon the date of Final Judicial Approval, Plaintiff and each Settlement Class Member, and each of their, his, or her, as the case may be, respective successors, assigns, legatees, heirs, parents, divisions, subsidiaries,

affiliates, predecessors, partners, successors, assigns, officers, directors, shareholders, employees, investigators, attorneys, contractors, subcontractors, agents, insurers and representatives and all persons acting by, through, under or in concert with them, or any of them, releases and forever discharges Defendant, and each of its past and present parents, divisions, subsidiaries, affiliates, predecessors, partners, successors, assigns, officers, directors, shareholders, employees, investigators, attorneys, contractors, subcontractors, agents, insurers and representatives and all persons acting by, through, under or in concert with them, or any of them, and all other persons whether herein named and referred to or not (the “Released Parties”), from all claims arising from or related to the deduction of severance taxes from royalty payments as alleged in the Litigation, including, without limitation, from any and all claims, rights, demands, actions, obligations, damages, liabilities, and causes of action of any and every kind, nature and character whatsoever, whether based in tort, contract, statute or on any other theory of recovery, whether known or unknown, and whether for equitable relief, statutory penalties, compensatory or punitive damages, which Plaintiff or each Settlement Class Member ever had or could have asserted against the Released Parties arising out of or relating to the alleged deduction of severance taxes from royalty payments, including, but not limited to, breach of contract and all underlying claims for attorneys’ fees and costs (collectively, the “Released Claims”). This Agreement sets forth the sole and exclusive remedies for any Released Claims of the Settlement Class Members. No court or arbitrator may award damages of any kind, including compensatory, punitive or multiple damages, with respect to any such claim, and no Settlement Class Member may serve as a representative plaintiff with respect to such a claim or remain in any action or permit himself to be represented by a third party in any action in which such a claim is asserted. This release has no effect on claims accruing after the date of this Agreement.

**4.6. Defendant’s Release of Plaintiff, the Settlement Class, and Plaintiff’s Counsel.** Effective upon the date of Final Judicial Approval, Defendant releases and forever discharges Plaintiff, the Settlement Class, and Class Counsel and each of their, his, or her, as the case may be, respective successors, assigns, legatees, heirs, parents, divisions, subsidiaries, affiliates, predecessors, partners, successors, assigns, officers, directors, shareholders, employees, investigators, attorneys, contractors, subcontractors, agents, insurers and representatives and all persons acting by, through, under or in concert with them, or any of them from any and all claims relating to the institution or prosecution or settlement of the Litigation, as well as any and all claims for contribution, indemnification, or any other claims relating to the Award to the Settlement Class pursuant to Section 2.3 above. This release has no effect on claims arising after the date of this Agreement.

## **5. ADDITIONAL PROVISIONS.**

**5.1. No Admission of Liability or Wrongdoing.** This Agreement reflects the compromise and settlement of disputed claims between the Parties. Its constituent provisions, and any and all drafts, communications and discussions relating thereto, shall not be construed as or deemed to be evidence of an admission or concession of any point of fact or law (including, but not limited to, matters respecting class certification) by any person or entity, and shall not be offered or received in evidence or requested in discovery in the Litigation or any other action or proceeding as evidence of an admission or concession. Defendant denied and continues to deny each of the claims and contentions alleged by Plaintiff in the Litigation. Defendant has repeatedly asserted and continues to assert defenses thereto, and has expressly denied and continues to deny any wrongdoing or legal liability arising out of any of the facts or conduct alleged in the Litigation.

**5.2. Investigation.** The Parties have conducted significant investigation of the facts and law over the past 11 years and throughout the pendency of this Litigation. Counsel for the Parties have

further investigated the applicable law as applied to the facts discovered with respect to the alleged claims of the Class Members and potential defenses thereto, and the damages that could be claimed by the Class Members.

**5.3. Fair, Adequate and Reasonable Settlement.** The Parties believe this Settlement is fair, adequate, and reasonable, and arrived at this Settlement in arms-length negotiations, taking into account all relevant factors, present and potential.

**5.4. Real Parties in Interest.** In executing this Agreement, the Parties warrant and represent that they, including Plaintiff in its representative capacity on behalf of the Settlement Class, are the only persons having any interest in any of the claims that are described or referred to herein, or in any of the pleadings, records, and papers in the Litigation, and, except as provided herein, neither said claims nor any part thereof have been assigned, granted or transferred in any way to any other person, firm or entity.

**5.5. Voluntary Agreement.** This Agreement is executed voluntarily and without duress or undue influence on the part of or on behalf of the Parties, or of any other person, firm or entity.

**5.6. Binding on Successors.** This Agreement shall bind and inure to the benefit of the respective future successors, assigns, legatees, heirs, and personal representatives of each of the Parties.

**5.7. Parties Represented by Counsel.** The Parties acknowledge that they have been represented in negotiations for and in the preparation of this Agreement by independent counsel of their own choosing, that they have read this Agreement and have had it fully explained to them by such counsel, and that they are fully aware of the contents of this Agreement and of its legal effect.

**5.8. Authorization.** Each of the Parties warrants and represents that there are no liens or claims of lien or assignments in law or equity or otherwise of or against any of the Claims or causes of action released herein and, further, that each party is fully entitled and duly authorized to give this complete and final general release and discharge.

**5.9. Construction and Interpretation.** Neither the Parties nor any of the Parties' respective Attorneys shall be deemed the drafter of this Agreement for purposes of interpreting any provision hereof in any judicial or other proceeding that may arise between or among them.

**5.10. Headings.** The various headings used in this Agreement are solely for the convenience of the Parties and shall not be used to interpret this Agreement.

**5.11. Modifications and Amendments.** No amendment, change or modification of this Agreement or any part thereof shall be valid unless in writing and signed by the Parties.

**5.12. Entire Agreement/No Representations.** This Agreement and any attached Exhibits constitute the entire agreement among the Parties, and no oral or written representations, warranties or inducements have been made to any Party concerning this Agreement or its Exhibits other than the representations, warranties and covenants contained and memorialized in such documents. In addition, the Parties represent and warrant that they are not relying on any representations, warranties or statements, oral or otherwise, not contained in this Agreement.

**5.13. Governing Law.** This Agreement is entered into in accordance with the laws of the Commonwealth of Kentucky and shall be governed by and interpreted in accordance with the laws of the Commonwealth of Kentucky, without regard to its conflict of law principle.

**5.14. Further Assurances.** The Parties shall execute and deliver any and all additional papers, documents and other assurances and shall do any and all acts or things reasonably

necessary in connection with the performance of its, her, or his, as the case may be, obligations hereunder to carry out the express intent of the Parties.

**5.15. Execution Date.** This Agreement shall be deemed executed upon the last date of execution by all of the undersigned.

**5.16. Continuing Jurisdiction.** The Court shall retain jurisdiction over the interpretation, effectuation, and implementation of this Agreement.

**5.17. Counterpart.** This Agreement may be executed in two or more counterparts, which together shall constitute one and the same instrument.

**5.18. Severability.** Should any paragraph, sentence, clause or provision of this Agreement be held invalid or unenforceable, such provision shall be ineffective to the extent of such invalidity or unenforceability, without invalidating the remainder of such provision or the remaining portions of this Agreement.

**5.19. Class Representative's Waiver of Right to be Excluded and Object.** The Class Representative agrees to sign this Agreement and by signing this Agreement is bound by the terms herein stated, and further agrees not to request to be excluded from the Class and agrees not to object to any of the terms of this Agreement. Any such request for exclusion or objection shall therefore be void and of no force or effect.

**PLEASE READ THIS DOCUMENT CAREFULLY. THIS AGREEMENT INCLUDES A SPECIFIC RELEASE OF ALL KNOWN AND UNKNOWN CLAIMS.**

AGREED AND ACCEPTED:

Appalachian Land Company



By: President

Date: 7/22/19

AGREED AND ACCEPTED:

EQT Production Company

\_\_\_\_\_  
By: \_\_\_\_\_

Date: \_\_\_\_\_

necessary in connection with the performance of its, her, or his, as the case may be, obligations hereunder to carry out the express intent of the Parties.

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5.18. **Severability.** Should any paragraph, sentence, clause or provision of this Agreement be held invalid or unenforceable, such provision shall be ineffective to the extent of such invalidity or unenforceability, without invalidating the remainder of such provision or the remaining portions of this Agreement.

5.19. **Class Representative's Waiver of Right to be Excluded and Object.** The Class Representative agrees to sign this Agreement and by signing this Agreement is bound by the terms herein stated, and further agrees not to request to be excluded from the Class and agrees not to object to any of the terms of this Agreement. Any such request for exclusion or objection shall therefore be void and of no force or effect.

**PLEASE READ THIS DOCUMENT CAREFULLY. THIS AGREEMENT INCLUDES A SPECIFIC RELEASE OF ALL KNOWN AND UNKNOWN CLAIMS.**

AGREED AND ACCEPTED:

Appalachian Land Company

By: \_\_\_\_\_

Date: \_\_\_\_\_

 AGREED AND ACCEPTED:  
EQT Production Company

  
By: Michael Gavin  
Date: 7/16/2019