

all statutory requirements, Board rule requirements and the minimum standards of state due process.

4. Amendments: In Exhibit C, Buchanan Production Company was substituted for Oxy USA, Inc.

5. Dismissals: None.

6. Relief Requested: Applicant requests; (1) that pursuant to § 45.1-361.21, Code of Virginia, 1950 as amended, the Board pool all the rights, interests and estates, including those of known and unknown persons listed in Exhibit D hereof who have not voluntarily agreed to pool their interest in Subject Drilling Unit and their known and unknown heirs, executors, administrators, devisees, trustees, assigns and successors, both immediate and remote, for the drilling and operation, including production, of conventional gas to be produced from the Subject Drilling Unit for the formations described as the Big Lime formation and the Berea formation (herein "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, (3) that the Board designate Applicant as Unit Operator.

7. Relief Granted: The requested relief in this cause be and hereby is granted and: (1) pursuant to § 45.1-361.21.C.3, Code of Virginia, 1950 as amended, Pocahontas Gas Partnership (hereafter "Unit Operator") is designated as the Operator authorized to drill and operate the well in the Subject Drilling Unit to produce conventional gas from Subject Formations, subject to the permit provisions contained in § 45.1-361.27 et seq., Code of Virginia, 1950 as amended, to § 480-05-22.1 et seq., Gas and Oil Regulations and to § 480-05-22.2 et seq., Virginia Gas and Oil Board Regulations, all as amended from time to time; and (3) all the gas interests and estates in Subject Drilling Unit, including those of the known and unknown persons listed on Exhibit D, attached hereto and made a part hereof, and their known and unknown heirs, executors, administrators, devisees, trustees, assigns and successors, both immediate and remote, leased or unleased, who have not voluntarily agreed to pool their interest in the Subject Drilling Unit, be and hereby are pooled in the Subject Formations in the Subject Drilling Unit underlying and comprised of the Subject Lands.

<u>Subject Formations</u>	<u>Unit Size</u>	<u>Permitted Well Location</u>	<u>Field and Well Classification</u>
Big Lime and Berea Formations	Approximately 180-acre drilling unit in the shape depicted in Exhibit B hereto	Well PGP-PKE-26 (See Exhibit B for location)	Board Order Establishing the Boundaries for the Pilgrims Knob Gas Field & Establishing Units Therein-6/7/91

For the Subject Drilling Unit underlying and comprised of the Subject Land Served by Well No. PGP-PKE-26

Buchanan County, Virginia.

8. Election and Election Period: Each person listed herein in Exhibit D 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 herein to the designated Unit Operator at the address shown below within thirty (30) days from the date this Order is recorded in the county above named. 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 Development and Operation of the Drilling Unit: Any person listed in Exhibit D may elect to participate in the development and operation of the Subject Drilling Unit (hereafter "Participating Operator") by agreeing to pay such Participating Operator's proportionate part of the actual and reasonable costs, including a reasonable supervision fee, of the well development and operation in the Subject Drilling Unit, as more particularly set forth in Virginia Gas and Oil Board Regulation VR 480-05-22.2, Section 10 ("Completed for Production Costs"). Further, a Participating Operator agrees to pay such Participating Operator's proportionate part of the Estimated, Completed-for-Production Costs 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 Estimated, Completed-for-Production Costs for the Subject Drilling Unit are as follows:

Estimated, Completed-for-Production Costs - \$550,099.00

A Participating Operator's proportionate cost hereunder shall be that proportion of said costs which the number of net mineral acres in the Subject Drilling Unit owned or claimed by such Participating Operator bears to the total number of mineral acres in Subject Drilling Unit. Provided, however, that in the event a Participating Operator elects to participate and fails or refuses to pay his proportionate part of the Estimated, Completed-for-Production Costs 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 development and operation of Subject Drilling Unit under Paragraph 9.1 above, any person listed in Exhibit D may elect to accept a cash bonus consideration of \$5.00 per year per net mineral acre owned by such person plus 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 conventional gas and gas condensate produced from any well development covered by this Order (for purposes of this Order, net proceeds shall be actual proceeds received less all post-production costs incurred downstream of the wellhead, including but not limited to, all 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 owner, and any owner of a leased interest may elect to accept a cash bonus consideration to be paid to said owner of \$5.00 per year per net mineral acre leased as fair, reasonable and equitable compensation. Such cash bonus, when so elected, shall be tendered, paid or escrowed within sixty (60) days from the date of this Order and when so paid or escrowed shall be satisfaction in full for all right, title, interests, estates, and claims of such electing person in the Subject Lands, except, in the case of the owner of an unleased interest, for the normal 1/8th royalty interest.

The election made under this Paragraph 9.2, when so made shall be satisfaction in full for all right, title, interests, estates and

claims of such electing person in any well development covered hereby and such electing person shall be deemed to and hereby does lease and assign all its right, title, interests, estates, and claims to conventional gas in the Subject Drilling Unit to the Unit Operator.

- 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 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 person listed in Exhibit D may elect to share in the development and operation of 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. All of such Carried Well Operator's rights, title, interests, estates and claims to conventional 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 overriding royalty, or other non-operating or non cost-bearing 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.

The election made under this Paragraph 9.3, when so made, shall be satisfaction in full for all rights, title, interests, estates 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 all its rights, title, interest, estates and claims to conventional gas in the Subject Formations in the Subject Drilling Unit to the Unit Operator 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 fails to elect within the time, in the manner and in accordance with the terms of this Order or the alternatives set forth in Paragraph 9 above, such person accepts as to such person's interest, then such person shall be deemed to have elected not to participate in the proposed development and operation of Subject Drilling Unit and shall be deemed to have elected to accept as satisfaction in full for all such person's right, title, interests, estates and claims in the consideration provided in Paragraph 9.2 above for which its interest qualifies and shall be deemed to have leased and/or assigned all his right, title, interests, estates and claims to conventional gas in Subject Formations in the 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 all right, title, interests, estates and claims of such person to conventional gas in the Subject Formations underlying Subject Lands.

11. Default By Participating Person: In the event a person 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, title, interest, estates and claims the cash bonus consideration provided in Paragraph 9.2 above for which his interest qualifies depending on the excess burdens attached to such interest. Whereupon, any such cash bonus consideration due as a result of such deemed election shall be tendered and/or paid by Unit Operator within sixty (60) 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 tendered and/or paid, it shall be satisfaction in full for all right, title, interests, estates and claims of such person to conventional gas in the Subject Formations underlying Subject Lands covered hereby.

12. Assignment of Interest: In the event a person elects or fails to elect to do other than participate under Paragraph 9.1 above in the development and operation of the conventional gas well in Subject Formations in Subject Drilling Unit, then such person shall be deemed to have and shall have assigned unto Unit Operator all of such person's right, title, interests, estates and claims in and to said well and other share in production to which such person may be entitled by reason of any election or deemed election hereunder.

13. Unit Operator (or Operator): The Applicant, Pocahontas Gas Partnership, be and hereby is designated as Unit Operator authorized to drill and operate Well No.PGP-PKE-26 in Subject Formations in Subject Drilling Unit, all subject to the permit provisions contained in Section 45.1-361.27 et seq., Code of Virginia, 1950 as amended, §§ 480-05-22.1 et seq., Gas and Oil Regulations and §§ 480-05-22.2 et seq., Virginia Gas and Oil Board Regulations, 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:

Pocahontas Gas Partnership
P. O. Box 200
Mavisdale, VA 24627
Phone: (703) 498-4512
Fax: (703) 498-4512
Attn: Randall M. Albert

14. Commencement of Operations: Unit Operator shall commence or cause to commence operations for the drilling of any well covered hereby within three hundred and sixty-five (365) days from the date of this Order and shall prosecute the same with due diligence. If Unit Operator shall not have so commenced and/or prosecuted, then this Order shall terminate, except for any cash sums becoming 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 any 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 one year period referenced to 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 mineral 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 any well covered hereby has been paid the full amounts due under the terms of this Order.

16. Escrow Provisions:

16.1 Escrow Account. By this Order, the Board instructs the Escrow Agent named herein or any successor named by the Board to establish an interest-bearing escrow account, (herein "the Escrow Account") to receive and account to the Board pursuant to its agreement for the escrowed funds hereafter described:

Tazewell National Bank
P. O. Box 909
Tazewell, VA 24651
(herein "Escrow Agent")

16.2 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 shall, pursuant to Section 45.1-361.21.D, Code of Virginia, 1950 as amended, be deposited by the operator into the Escrow Account, commencing when a sale of gas produced from the well commences and continuing thereafter on a monthly basis with each deposit to be made, by use of the report format approved by the Inspector, by a date which is no later than fifteen (15) days after the last day of each 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 § 45.1-361.21.D., Code of Virginia, 1950 as amended. Attached hereto is a listing of all persons who cannot be located together with each person's last known address, if available.

17. Special Findings: The Board specifically and specially finds:

- 17.1 Applicant is a Virginia partnership composed of Consolidation Coal Company, a Delaware corporation, and Conoco, Inc., a Delaware corporation, and is authorized to transact business in the Commonwealth of Virginia;
- 17.2 Applicant claims ownership of gas leases on 94.58 percent of Subject Drilling Unit and the right to explore for, develop and produce conventional gas from same.
- 17.3 Applicant is an operator in the Commonwealth of Virginia and has satisfied the Board's requirements for operations in Virginia;
- 17.4 Applicant has permitted and drilled Well No. PGP-PKE-26 on the Subject Drilling Unit to develop the pool of conventional gas in Subject Formations.
- 17.5 Respondents are listed on Exhibit C. Set forth in Exhibit D is the name and last known address of each person of record (who has not, in writing, leased to or voluntarily pooled their conventional gas interests in Subject Drilling Unit for its development).
- 17.6 The depth of Well No. PGP-PKE-26 is 5,478 feet.
- 17.7 The estimated and allowable production over the life of the proposed well is 80 mcf. The estimated amount of reserves contained within the Unit is 0.58 bcf.

- 17.8 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 any well covered hereby are those options provided in Paragraph 9 above.
- 17.9 The Subject Drilling Unit does not constitute an unreasonable or arbitrary exercise of Applicant's right to explore for or produce conventional natural gas.
- 17.10 The relief requested and granted is just and reasonable, is supported by substantial evidence and will afford each person in the Subject Drilling Unit the opportunity to recover or receive, without unnecessary expense, each person's just and fair share of the production of conventional gas from Subject Drilling Unit. The granting of the Application and relief requested therein will ensure to the extent possible the greatest ultimate recovery of conventional 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 ten (10) days after the date of receipt of this Order stating that a true and correct copy of said Order was mailed within seven (7) days from the date of receipt of this Order to each person pooled by this Order 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. Effective Date: This Order shall be effective on the date of its execution.

DONE AND EXECUTED this 15 day of October, 1992, by a majority of the Virginia Gas and Oil Board.


Chairman, Benny R. Wampler

DONE AND PERFORMED this 5th day of October, 1992, by Order of this Board.

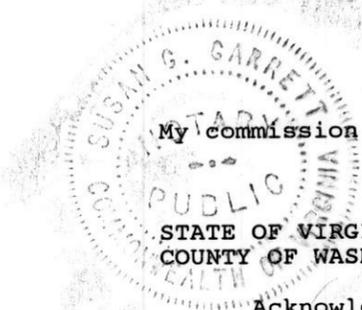

Byron Thomas Fulmer
Principal Executive To The Staff
Virginia Gas and Oil Board

STATE OF VIRGINIA)
COUNTY OF WISE)

Acknowledged on this 1st day of October, 1992, personally before me a notary public in and for the Commonwealth of Virginia, appeared Benny Wampler, being duly sworn did depose and say that he is Chairman of the Virginia Gas and Oil Board, that he executed the same and was authorized to do so.

Susan G. Garrett
Susan G. Garrett
Notary Public

My commission expires 7/31/94



STATE OF VIRGINIA)
COUNTY OF WASHINGTON)

Acknowledged on this 1st day of October, 1992, personally before me a notary public in and for the Commonwealth of Virginia, appeared Byron Thomas Fulmer, being duly sworn did depose and say that he is Principal Executive to the Staff of the Virginia Gas and Oil Board, that he executed the same and was authorized to do so.

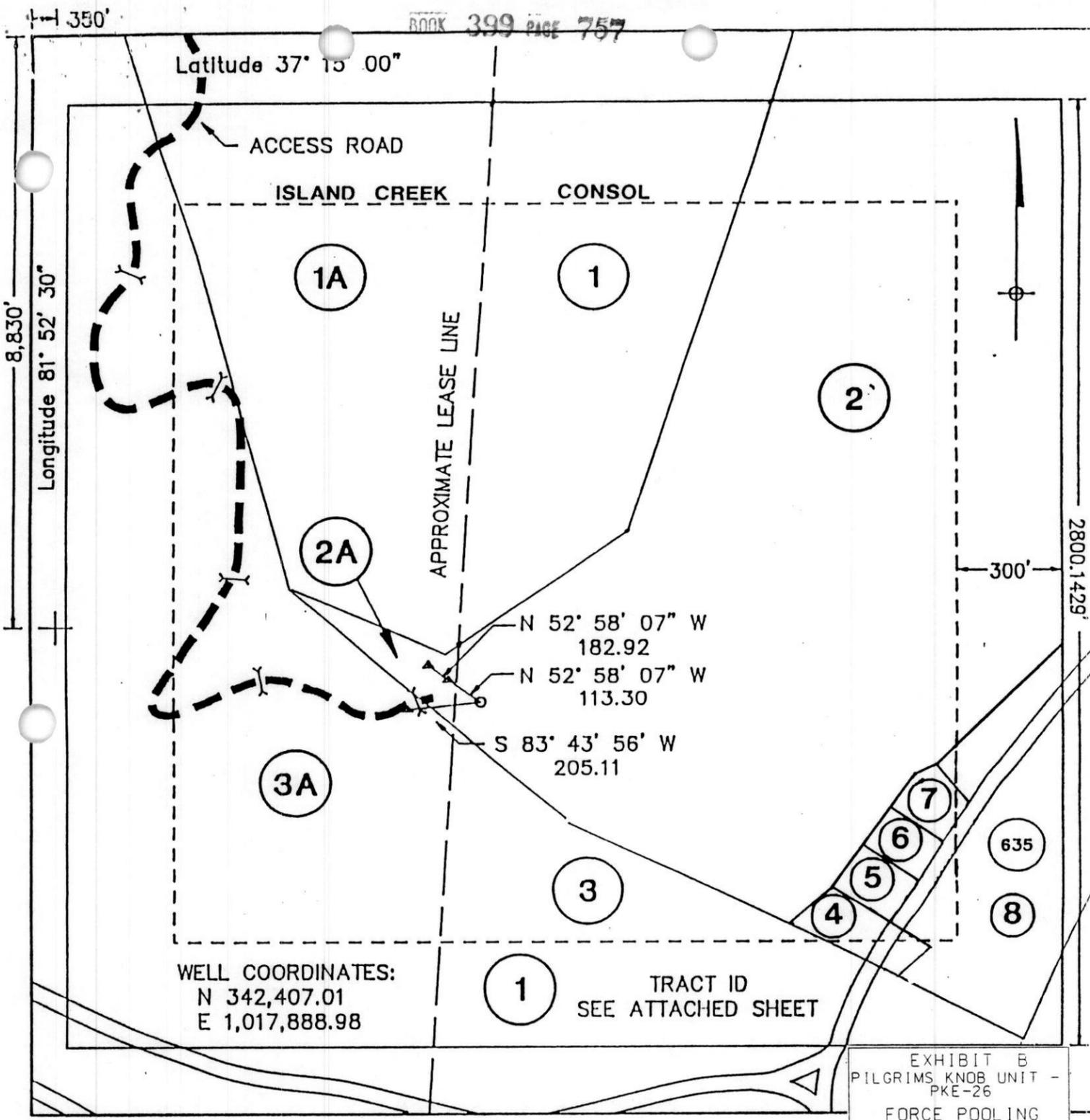
Susan G. Garrett
Susan G. Garrett
Notary Public

My commission expires 7/31/94

"SUBJECT LANDS" - PKE-26

EXHIBIT A

Beginning at Virginia (South Rectangular) State Plane Coordinate N 341,528 E 1,016,578 thence S 2° 08' 57" E 2,800.14 feet to a point (N 344,326 E 1,016,683), thence S 87° 51' 03" E 2,800.14 feet to a point (N 344,221 E 1,109,481), thence S 2° 08' 57" W 2,800.14 feet to a point (n 341,423 E 1,016,683), thence N 87° 51' 03" W 2,800.14 feet to a point of Beginning, containing 180 acres.



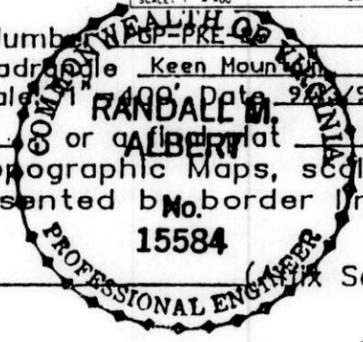
WELL LOCATION PLAT

EXHIBIT B
 PILGRIMS KNOB UNIT -
 PKE-26
 FORCE POOLING
 POCAHONTAS GAS PARTNERSHIP
 SCALE: 1" = 400' DATE: 7/11/92

Company Pocahontas Gas Partnership Well Name and Number PKE-26
 Tract No. Horton 180 - 106 - 1 Elevation 2312.43 Quadrangle Keen Mountain
 County Buchanan District Garden Scale 1" = 400' Date 9/23/91

This plat is a new plat xxx; an updated plat _____ or a _____ 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.

Randall M. Albert
 Licensed Professional Engineer (Seal)



Pocahontas Gas Partnership
Exhibit B - VGOB-92/08/18/0247
 Pilgrims Knob Unit - PKE-26
 Force Pooling - Page 1 - Property & Lease Information

1. **Surface** - David Horton
Coal, Oil & Gas - Yukon Pocahontas Coal Company
Oil & Gas Lessee - Cabot Oil & Gas*
Coal Lessee - Island Creek Coal Co. (Below Drainage Coal)
 Consolidation Coal Co. (P-3 Seam only)

- 1A. **Surface** - David Horton
Coal, Oil & Gas - Yukon Pocahontas Coal Company
Oil & Gas Lessee - Cabot Oil & Gas*
Coal Lessee - Island Creek Coal Co. (Below Drainage Coal)

2. **Surface, Coal, Oil & Gas** - David Horton
Surface, Coal, Oil & Gas Lessee - Consolidation Coal Co.
 (Below Drainage Coal)

- 2A. **Surface, Coal, Oil & Gas** - David Horton
Surface, Coal, Oil & Gas Lessee - Consolidation Coal Co.**
 (Below Drainage Coal)
 Island Creek Coal Co. (P-3 Seam only)

2 & 2A = 34.84 acres - 19.3554% of Unit

3. **Surface, Coal, Oil & Gas** - P. J. Brown Heirs
Coal Lessee - Consolidation Coal Company (Below Drainage Coal)
 Jewell Ridge (Sea "B" Mining) - Jawbone Seam
 Jewell Smokeless (Above Drainage except Jawbone)

Oil & Gas Lessee - Consolidation Coal Company** - 97.0897%
Oil & Gas Lessee - Cabot Oil & Gas* - 2.778%
Oil & Gas - B. P. Brown - 0.02646%
Oil & Gas - C. H. Brown - 0.02646%
Oil & Gas - W. D. Brown - 0.02646%
Oil & Gas - E. L. Brown, Jr. - 0.02646%
Oil & Gas - V. B. Palmer - 0.02646%

- 3A. **Surface, Coal, Oil & Gas** - P. J. Brown Heirs
Coal Lessee - Consolidation Coal Company (Below Drainage Coal)
 Jewell Ridge (Sea "B" Mining) - Jawbone Seam
 Jewell Smokeless (Above Drainage except Jawbone)

Oil & Gas Lessee - Consolidation Coal Company** - 97.0897%
Oil & Gas Lessee - Cabot Oil & Gas* - 2.778%
Oil & Gas - B. P. Brown - 0.02646%
Oil & Gas - C. H. Brown - 0.02646%
Oil & Gas - W. D. Brown - 0.02646%
Oil & Gas - E. L. Brown, Jr. - 0.02646%
Oil & Gas - V. B. Palmer - 0.02646%

3 & 3A = 83 acres - 46.1112% of Unit

Pocahontas Gas Partnership
Exhibit B - VGOB-92/08/18/0247
Pilgrims Knob Unit - PKE-26
Force Pooling - Page 2 - Property & Lease Information

4. **Surface, Coal, Oil & Gas - Cole Chapel**
0.66 acres - 0.3667% of Unit
5. **Surface, Coal, Oil & Gas - Authur Lawson**
0.5 acres - 0.2778% of Unit
6. **Surface, Coal, Oil & Gas - Jeff Price**
0.5 acres - 0.2778% of Unit
7. **Surface, Coal, Oil & Gas - Ralph Brown**
0.5 acres - 0.2778% of Unit
8. **Surface, Coal, Oil & Gas - R. M. Elkins**
9.0 acres - 5.000% of Unit

*This lease farmed out to Pocahontas Gas Partnership.

**This lease subleased to Pocahontas Gas Partnership.

EXHIBIT C

VGOB-92/08/18-0247

Gas, Oil, Coal & Mineral Owners or Potential OwnersI. Gas & Oil Fee Ownership:

- | | | |
|----|---|---|
| 1. | Yukon Pocahontas Coal
Company, Sayers Pocahontas
Coal Company, Buchanan Coal
Company and Georgia-Pacific
Corporation
c/o Henry Harman, Jr.
Managing Partner
Big Vein Company
P.O. Box 187
Tazewell, VA 24651 | 51.00 acres - 28.33% |
| | Georgia-Pacific Corporation
c/o Bill Covington
Minerals & Real Estate
P.O. Box 105605
Atlanta, GA 30348-5605 | |
| | Georgia-Pacific Corporation
Attn.: Jerry Crouse
General Delivery
Wyoming, WV 24898 | |
| 2. | David Horton
P.O. Box 59A
Richlands, VA 24641 | 34.84 acres - 19.36% |
| 3. | P.J. Brown Heirs | 83.00 acres - 46.10% |
| | a. John R. Mullins
Drawer 4287
Richlands, VA 24641 | 0.166667 x 83 acres
13.833 acres - 7.69% |
| | b. Oscar W. Thompson, Jr.
P.O. Box 72
Pikeville, KY 41501 | 0.027778 x 83 acres
2.306 acres - 1.28% |
| | c. Betty T. Scott
P.O. Box 3426
Pikeville, KY 41501 | 0.027778 x 83 acres
2.306 acres - 1.28% |
| | d. Edith Man Vanhooose
P.O. Box 2319
Pikeville, KY 41501 | 0.027778 x 83 acres
2.306 acres - 1.28% |

EXHIBIT C

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e.	Ballard W. Cassady, MD Pikeville Medical Building P.O. Box 3369 Pikeville, KY 41501	0.027778 x 83 acres 2.306 acres - 1.28%
f.	Michael C. Ramsey c/o Geraldine T. or Joe Ramsey 1903 N. Mayo Trail, Suite 285 Pikeville, KY 41501	0.009259 x 83 acres 0.769 acres - 0.43%
g.	James P. Ramsey, Jr. c/o Geraldine T. or Joe Ramsey 1903 N. Mayo Trail, Suite 285 Pikeville, KY 41501	0.009259 x 83 acres 0.769 acres - 0.43%
h.	Susan Joyce Ramsey P.O. Box 390 Pikeville, KY 41501	0.006173 x 83 acres 0.512 acres - 0.28%
i.	Joe B. Ramsey, Sr. 1903 N. Mayo Trail, Suite 285 Pikeville, KY 41501	0.018519 x 83 acres 1.537 acres - 0.85%
j.	William N. Ramsey, Jr. P.O. Box 390 Pikeville, KY 41501	0.006173 x 83 acres 0.512 acres - 0.28%
k.	G. Frank Ramsey P.O. Box 390 Pikeville, KY 41501	0.006173 x 83 acres 0.512 acres - 0.28%
l.	Sue Carter Sloan 1014 Geneva Pearce, AZ 85625	0.083333 x 83 acres 6.917 acres - 3.84%
m.	John W. Gillespie 314 West Main Street P.O. Box 675 Tazewell, VA 24651	0.041667 x 83 acres 3.458 acres - 1.92%
n.	Johnnye H. Hunter Suite 602, Forum VI Greensboro, NC 27408	0.041667 x 83 acres 3.458 acres - 1.92%

EXHIBIT C

VGOB-92/08/18-0247

Page 3

- | | | |
|----|--|---|
| o. | Eldridge Brown
1923 Front Street
Richlands, VA 24641 | 0.190476 x 83 acres
15.810 acres - 8.78% |
| p. | James R. McKenry*
Stoney Point Center
700 Newton Road
Norfolk, VA 23502 | 0.1667 x 83 acres
13.833 acres - 7.69% |
| | *Attorney-in-fact for: 1) Patricia McKenry; 2) Charles R. McKenry; 3) Clave C. McKenry; 4) Nancy McKenry Gess; 5) Eloise G. McKenry; 6) Lucy Baldi; 7) Eugene F. Baldi; 8) John A. McKenry, III, 9) Mary M. McKenry; 10) Elizabeth McKenry; 11) Garnett McKenry; 12) Natalie Sue Callis; 13) Robert J. Callis; 14) James McKenry; and, 15) Michelle McKenry. | |
| q. | G. I. Brown Estate
c/o G. I. Brown
Rt. 2, Box 334
Cedar Bluff, VA 24609 | 0.0277781 x 83 acres
2.306 acres - 1.28% |
| r. | Henry Woodrow Steele
29 Chester Street
Front Royal, VA 22630 | 0.009259 x 83 acres
0.768 acres - 0.43% |
| s. | Clayton S. Grove
RD 2, Box 3081
Front Royal, VA 22630 | 0.009259 x 83 acres
0.768 acres - 0.43% |
| t. | Doris L. Singhas
126 Blue Ridge Street
Berryville, VA 22611 | 0.009259 x 83 acres
0.768 acres - 0.43% |
| u. | Martha Brown Short
7808 Shadwell Drive, NE
Roanoke, VA 24019 | 0.027778 x 83 acres
2.306 acres - 1.28% |
| v. | James M. Brown &
Beatrice B. Horton
c/o James M. Brown
Rt. 3, Box 220
Cedar Bluff, VA 24609 | 0.001984 x 83 acres
0.164 acres - 0.09% |
| w. | Martha C. Brown
Rt. 2, Box 534
North Tazewell, VA 24630 | 0.000661 x 83 acres
0.054 acres - 0.03% |

EXHIBIT C
 VGOB-92/08/18-0247
 Page 4

x.	Virginia Brown Palmer Rt. 3 20 Woodland Hills Salisbury, NC 28144	0.00026455 x 83 acres 0.022 acres - 0.01%
y.	Benjamin Patton Brown Rt. 1, Box 143A Pounding Mills, VA 24537	0.00026455 x 83 acres 0.022 acres - 0.01%
z.	Charles Henry Brown P.O. Box 1093 Bristol, VA 24203	0.00026455 x 83 acres 0.022 acres - 0.01%
aa.	William David Brown 6 South Park Avenue Millville, NJ 08332	0.00026455 x 83 acres 0.022 acres - 0.01%
bb.	Eugene L. Brown, Jr. Rt. 3, Box 144 Tazewell, VA 24651	0.00026455 x 83 acres 0.022 acres - 0.01%
cc.	Ruth Martin Shumate Trailer Park P.O. Box 1225 Oceana, WV 24870	0.009259 x 83 acres 0.769 acres - 0.43%
dd.	Catherine Lee Estate Morris R. Lee, Administrator RFD 2, Box 92 Cedar Bluff, VA 24609	0.009259 x 83 acres 0.769 acres - 0.43%
ee.	Hanna Taylor RFD 2, Box 281 Cedar Bluff, VA 24609	0.037037 x 83 acres 3.074 acres - 1.71%
4.	Arthur Lawson Box 96 Whitewood, VA 24657	0.50 acres - 0.28%
5.	Jeff Price Box 102 Whitewood, VA 24657	0.50 acres - 0.28%
6.	Ralph Brown Box 102 Whitewood, VA 24657	0.50 acres - 0.28%

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- | | | |
|----|---|--------------------|
| 7. | R. M. Elkins
P.O. Box 1624
Abingdon, VA 24210 | 9.00 acres - 5.00% |
| 8. | Claude Dick Cole, Jr.
Trustee Cole Chapel
Rt. 1, Box 349
Pounding Mill, VA 24637 | 0.66 acres - 0.37% |

II. Gas & Oil Leasehold Ownership:51.00 acre tract:

- | | | |
|----|---|-----------------------|
| 1. | Pocahontas Gas Partnership
P.O. Box 200
Mavisdale, VA 24627 | 51.00 acres - 28.33%* |
|----|---|-----------------------|

*NOTE: This acreage was farmed out to Pocahontas Gas Partnership by Cabot Oil & Gas Corporation.

34.84 acre tract:

- | | | |
|----|--|----------------------|
| 2. | Consolidation Coal Company
1800 Washington Road
Pittsburgh, PA 15241 | 34.84 acres - 19.36% |
|----|--|----------------------|

83.00 acre tract:

- | | | |
|----|---|--|
| 3. | P. J. Brown Heirs | 83.00 acres - 46.10%
(Leased 82.89 acres -
46.05%) |
| a. | Pocahontas Gas Partnership
P.O. Box 200
Mavisdale, VA 24627 | 0.166667 x 83 acres*
13.833 acres - 7.69%

0.041667 x 83 acres*
3.458 acres - 1.92%

0.190476 x 83 acres*
15.810 acres - 8.78%

0.16667 x 83 acres*
13.833 acres - 7.69%

0.0277781 x 83 acres*
2.306 acres - 1.28% |

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0.027778 x 83 acres*
 2.306 acres - 1.28%

0.001984 x 83 acres*
 0.164 acres - 0.09%

0.000661 x 83 acres*
 0.054 acres - 0.03%

0.009259 x 83 acres*
 0.769 acres - 0.43%

0.009259 x 83 acres*
 0.769 acres - 0.43%

0.037037 x 83 acres*
 3.074 acres - 1.71%

*NOTE: This acreage was subleased to Pocahontas Gas Partnership from Reserve Coal Properties.

b.	Pocahontas Gas Partnership P.O. Box 200 Mavisdale, VA 24627	0.027778 x 83 acres** 2.306 acres - 1.28%
		0.027778 x 83 acres** 2.306 acres - 1.28%
		0.027778 x 83 acres** 2.306 acres - 1.28%
		0.027778 x 83 acres** 2.306 acres - 1.28%
		0.009259 x 83 acres** 0.769 acres - 0.43%
		0.009259 x 83 acres** 0.769 acres - 0.43%
		0.006173 x 83 acres** 0.512 acres - 0.28%
		0.018519 x 83 acres** 1.537 acres - 0.85%
		0.006173 x 83 acres** 0.512 acres - 0.28%
		0.006173 x 83 acres** 0.512 acres - 0.28%

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0.083333 x 83 acres**
 6.917 acres - 3.84%

0.041667 x 83 acres**
 3.458 acres - 1.92%

**NOTE: This lease was assigned to Pocahontas Gas Partnership by Virginia Gas Company (formerly Edwards & Harding Petroleum Company).

c. Pocahontas Gas Partnership 0.009259 x 83 acres***
 P.O. Box 200 0.768 acres - 0.43%
 Mavisdale, VA 24627

0.009259 x 83 acres***
 0.768 acres - 0.43%

0.009259 x 83 acres***
 0.768 acres - 0.43%

***NOTE: This acreage farmed out to Pocahontas Gas Partnership by Cabot Oil & Gas Corporation.

0.50 acre tract:

4. Pocahontas Gas Partnership 0.50 acres - 0.28%
 P.O. Box 200
 Mavisdale, VA 24627

0.50 acre tract:

5. Pocahontas Gas Partnership 0.50 acres - 0.28%
 P.O. Box 200
 Mavisdale, VA 24627

0.50 acre tract:

6. Pocahontas Gas Partnership 0.50 acres - 0.28%
 P.O. Box 200
 Mavisdale, VA 24627

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III. Coal Fee Ownership:

51.00 acre tract:

- | | | |
|----|---|----------------------|
| 1. | Yukon Pocahontas Coal
Company, Sayers Pocahontas
Coal Company, Buchanan Coal
Company and Georgia-Pacific
Corporation
c/o Henry Harman, Jr.
Managing Partner
Big Vein Company
P.O. Box 187
Tazewell, VA 24651 | 51.00 acres - 28.33% |
| | Georgia-Pacific Corporation
c/o Bill Covington
Minerals & Real Estate
P.O. Box 105605
Atlanta, GA 30348-5605 | |
| | Georgia-Pacific Corporation
Attn.: Jerry Crouse
General Delivery
Wyoming, WV 24898 | |

34.84 acre tract:

- | | | |
|----|---|----------------------|
| 2. | David Horton
P.O. Box 59A
Richlands, VA 24641 | 34.84 acres - 19.36% |
|----|---|----------------------|

83.00 acre tract:

- | | | |
|----|---|---|
| 3. | P.J. Brown Heirs | 83.00 acres - 46.10% |
| | a. John R. Mullins
Drawer 4287
Richlands, VA 24641 | 0.166667 x 83 acres
13.833 acres - 7.69% |
| | b. Oscar W. Thompson, Jr.
P.O. Box 72
Pikeville, KY 41501 | 0.027778 x 83 acres
2.306 acres - 1.28% |
| | c. Betty T. Scott
P.O. Box 3426
Pikeville, KY 41501 | 0.027778 x 83 acres
2.306 acres - 1.28% |

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d.	Edith Man Vanhose P.O. Box 2319 Pikeville, KY 41501	0.027778 x 83 acres 2.306 acres - 1.28%
e.	Ballard W. Cassady, MD Pikeville Medical Building P.O. Box 3369 Pikeville, KY 41501	0.027778 x 83 acres 2.306 acres - 1.28%
f.	Michael C. Ramsey c/o Geraldine T. or Joe Ramsey 1903 N. Mayo Trail, Suite 285 Pikeville, KY 41501	0.009259 x 83 acres 0.769 acres - 0.43%
g.	James P. Ramsey, Jr. c/o Geraldine T. or Joe Ramsey 1903 N. Mayo Trail, Suite 285 Pikeville, KY 41501	0.009259 x 83 acres 0.769 acres - 0.43%
h.	Susan Joyce Ramsey P.O. Box 390 Pikeville, KY 41501	0.006173 x 83 acres 0.512 acres - 0.28%
i.	Joe B. Ramsey, Sr. 1903 N. Mayo Trail, Suite 285 Pikeville, KY 41501	0.018519 x 83 acres 1.537 acres - 0.85%
j.	William N. Ramsey, Jr. P.O. Box 390 Pikeville, KY 41501	0.006173 x 83 acres 0.512 acres - 0.28%
k.	G. Frank Ramsey P.O. Box 390 Pikeville, KY 41501	0.006173 x 83 acres 0.512 acres - 0.28%
l.	Sue Carter Sloan 1014 Geneva Pearce, AZ 85625	0.083333 x 83 acres 6.917 acres - 3.84%
m.	John W. Gillespie 314 West Main Street P.O. Box 675 Tazewell, VA 24651	0.041667 x 83 acres 3.458 acres - 1.92%

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n.	Johnnye H. Hunter Suite 602, Forum VI Greensboro, NC 27408	0.041667 x 83 acres 3.458 acres - 1.92%
o.	Eldridge Brown 1923 Front Street Richlands, VA 24641	0.190476 x 83 acres 15.810 acres - 8.78%
p.	James R. McKenry* Stoney Point Center 700 Newton Road Norfolk, VA 23502	0.1667 x 83 acres 13.833 acres - 7.69%
*Attorney-in-fact for: 1) Patricia McKenry; 2) Charles R. McKenry; 3) Clave C. McKenry; 4) Nancy McKenry Gess; 5) Eloise G. McKenry; 6) Lucy Baldi; 7) Eugene F. Baldi; 8) John A. McKenry, III, 9) Mary M. McKenry; 10) Elizabeth McKenry; 11) Garnett McKenry; 12) Natalie Sue Callis; 13) Robert J. Callis; 14) James McKenry; and, 15) Michelle McKenry.		
q.	G. I. Brown Estate c/o G. I. Brown Rt. 2, Box 334 Cedar Bluff, VA 24609	0.0277781 x 83 acres 2.306 acres - 1.28%
r.	Henry Woodrow Steele 29 Chester Street Front Royal, VA 22630	0.009259 x 83 acres 0.768 acres - 0.43%
s.	Clayton S. Grove RD 2, Box 3081 Front Royal, VA 22630	0.009259 x 83 acres 0.768 acres - 0.43%
t.	Doris L. Singhas 126 Blue Ridge Street Berryville, VA 22611	0.009259 x 83 acres 0.768 acres - 0.43%
u.	Martha Brown Short 7808 Shadwell Drive, NE Roanoke, VA 24019	0.027778 x 83 acres 2.306 acres - 1.28%
v.	James M. Brown & Beatrice B. Horton c/o James M. Brown Rt. 3, Box 220 Cedar Bluff, VA 24609	0.001984 x 83 acres 0.164 acres - 0.09%

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w.	Martha C. Brown Rt. 2, Box 534 North Tazewell, VA 24630	0.000661 x 83 acres 0.054 acres - 0.03%
x.	Virginia Brown Palmer Rt. 3 20 Woodland Hills Salisbury, NC 28144	0.00026455 x 83 acres 0.022 acres - 0.01%
y.	Benjamin Patton Brown Rt. 1, Box 143A Pounding Mills, VA 24537	0.00026455 x 83 acres 0.022 acres - 0.01%
z.	Charles Henry Brown P.O. Box 1093 Bristol, VA 24203	0.00026455 x 83 acres 0.022 acres - 0.01%
aa.	William David Brown 6 South Park Avenue Millville, NJ 08332	0.00026455 x 83 acres 0.022 acres - 0.01%
bb.	Eugene L. Brown, Jr. Rt. 3, Box 144 Tazewell, VA 24651	0.00026455 x 83 acres 0.022 acres - 0.01%
cc.	Ruth Martin Shumate Trailer Park P.O. Box 1225 Oceana, WV 24870	0.009259 x 83 acres 0.769 acres - 0.43%
dd.	Catherine Lee Estate Morris R. Lee, Administrator RFD 2, Box 92 Cedar Bluff, VA 24609	0.009259 x 83 acres 0.769 acres - 0.43%
ee.	Hanna Taylor RFD 2, Box 281 Cedar Bluff, VA 24609	0.037037 x 83 acres 3.074 acres - 1.71%

0.50 acre tract:

4.	Arthur Lawson Box 96 Whitewood, VA 24657	0.50 acres - 0.28%
----	--	--------------------

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0.50 acre tract:

5. Jeff Price 0.50 acres - 0.28%
 Box 102
 Whitewood, VA 24657

0.50 acre tract:

6. Ralph Brown 0.50 acres - 0.28%
 Box 102
 Whitewood, VA 24657

9.00 acre tract:

7. R. M. Elkins 9.00 acres - 5.00%
 P.O. Box 1624
 Abingdon, VA 24210

0.66 acre tract:

8. Claude Dick Cole, Jr., 0.66 acres - 0.37%
 Trustee, Cole Chapel
 Rt. 1, Box 349
 Pounding Mill, VA 24637

IV. Coal Leasehold Ownership:

51.00 acre tract:

1. Consolidation Coal Company 16.99 acres - 9.44%*
 1800 Washington Road
 Pittsburgh, PA 15241

*NOTE: The sublease to Consolidation Coal Company is for the Pocahontas No. 3 seam only.

2. Island Creek Coal Company 51.00 acres - 28.33%**
 Virginia Division
 Drawer L
 Oakwood, VA 24631

**NOTE: The lease to Island Creek Coal Company is for all coal below the Tiller seam. 16.99 acres of the Pocahontas No. 3 seam is subleased to Consolidation Coal Company.

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34.84 acre tract:

3. Consolidation Coal Company 34.84 acres - 19.36%*
 1800 Washington Road
 Pittsburgh, PA 15241

*NOTE: The lease to Consolidation Coal Company is for all below the Tiller seam. 1.18 acres of the Pocahontas No. 3 Seam is subleased to Island Creek Coal Company.

4. Island Creek Coal Company 1.18 acres - 0.66%**
 Virginia Division
 Drawer L
 Oakwood, VA 24631

**NOTE: The sublease to Island Creek Coal Company is for the Pocahontas No. 3 seam only.

83.00 acre tract:

5. Consolidation Coal Company 83.00 acres - 46.10%*
 1800 Washington Road
 Pittsburgh, PA 15241

*NOTE: The lease to Consolidation Coal Company is for all coal below the Tiller seam. 50.03 acres of the Pocahontas No. 3 seam is subleased to Island Creek Coal Company.

6. Island Creek Coal Company 50.03 acres - 27.79%**
 Virginia Division
 Drawer L
 Oakwood, VA 24631

**NOTE: The sublease to Island Creek Coal Company is for the Pocahontas No. 3 seam only.

7. Jewell Smokeless Coal Company 83.03 acres - 46.10%*
 P.O. Box 70
 Vansant, VA 24656

*NOTE: The lease to Jewell Smokeless is for all coal above drainage except the Jawbone seam.

8. Sea "B" Mining Company 80.03 acres - 46.10%*
 P.O. Box 26
 Jewell Ridge, VA 24622

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*NOTE: The lease to Sea "B" Mining is for the Jawbone seam.

V. Coalbed Methane Leasehold Ownership:

51.00 acre tract:

- | | | |
|----|---|-----------------------|
| 1. | OXY USA, Inc.
Mullins Building
1600 Front Street
Drawer Q
Richlands, VA 24641 | 51.00 acres - 28.33%* |
|----|---|-----------------------|

34.84 acre tract:

- | | | |
|----|--|----------------------|
| 2. | Consolidation Coal Company
1800 Washington Road
Pittsburgh, PA 15241 | 34.84 acres - 19.36% |
|----|--|----------------------|

83.00 acre tract:

- | | | |
|----|---|---|
| 3. | P. J. Brown Heirs | 83.00 acres - 46.10% |
| a. | Pocahontas Gas Partnership
P.O. Box 200
Mavisdale, VA 24627 | 0.166667 x 83 acres*
13.833 acres - 7.69%

0.041667 x 83 acres*
3.458 acres - 1.92%

0.190476 x 83 acres*
15.810 acres - 8.78%

0.16667 x 83 acres*
13.833 acres - 7.69%

0.0277781 x 83 acres*
2.306 acres - 1.28%

0.027778 x 83 acres*
2.306 acres - 1.28%

0.001984 x 83 acres*
0.164 acres - 0.09%

0.000661 x 83 acres*
0.054 acres - 0.03% |

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0.009259 x 83 acres*
 0.769 acres - 0.43%

0.009259 x 83 acres*
 0.769 acres - 0.43%

0.037037 x 83 acres*
 3.074 acres - 1.71%

*NOTE: This acreage was subleased to Pocahontas Gas Partnership by Reserve Coal Properties.

b.	Pocahontas Gas Partnership P.O. Box 200 Mavisdale, VA 24627	0.027778 x 83 acres** 2.306 acres - 1.28%
		0.027778 x 83 acres** 2.306 acres - 1.28%
		0.027778 x 83 acres** 2.306 acres - 1.28%
		0.027778 x 83 acres** 2.306 acres - 1.28%
		0.009259 x 83 acres** 0.769 acres - 0.43%
		0.009259 x 83 acres** 0.769 acres - 0.43%
		0.006173 x 83 acres** 0.512 acres - 0.28%
		0.018519 x 83 acres** 1.537 acres - 0.85%
		0.006173 x 83 acres** 0.512 acres - 0.28%
		0.006173 x 83 acres** 0.512 acres - 0.28%
		0.083333 x 83 acres** 6.917 acres - 3.84%
		0.041667 x 83 acres** 3.458 acres - 1.92%

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****NOTE:** This lease was assigned to Pocahontas Gas Partnership by Virginia Gas Company (formerly Edwards & Harding Petroleum Company).

c.	Cabot Oil & Gas Corporation	0.009259 x 83 acres
	P.O. Box 1473	0.768 acres - 0.43%
	Charleston, WV 25325	
		0.009259 x 83 acres
		0.768 acres - 0.43%
		0.009259 x 83 acres
		0.768 acres - 0.43%

0.50 acre tract:

4.	Pocahontas Gas Partnership	0.50 acres - 0.28%
	P.O. Box 200	
	Mavisdale, VA 24627	

0.50 acre tract:

5.	Pocahontas Gas Partnership	0.50 acres - 0.28%
	P.O. Box 200	
	Mavisdale, VA 24627	

0.50 acre tract:

6.	Pocahontas Gas Partnership	0.50 acres - 0.28%
	P.O. Box 200	
	Mavisdale, VA 24627	

EXHIBIT D

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Unleased Owners and Potential Owners of GasI. Gas Fee Ownership:

- | | | |
|----|---|---|
| 1. | P. J. Brown Heirs | 83 acres - 46.10%
(Unleased 0.11 acres -
0.05%) |
| | a. Benjamin Patton Brown
Rt. 1, Box 143A
Pounding Mills, VA 24537 | 0.00026455 x 83 acres
0.022 acres - 0.01% |
| | b. Charles Henry Brown
P.O. Box 1093
Bristol, VA 24203 | 0.00026455 x 83 acres
0.022 acres - 0.01% |
| | c. William David Brown
6 South Park Avenue
Millville, NJ 08332 | 0.00026455 x 83 acres
0.022 acres - 0.01% |
| | d. Eugene L. Brown, Jr.
Rt. 3, Box 144
Tazewell, VA 24651 | 0.00026455 x 83 acres
0.022 acres - 0.01% |
| | e. Virginia Brown Palmer
Rt. 3
20 Woodland Hills
Salisbury, NC 28144 | 0.00026455 x 83 acres
0.022 acres - 0.01% |
| 2. | R. M. Elkins
P.O. Box 1624
Abingdon, VA 24210 | 9.00 acres - 5.00% |
| 3. | Claude Dick Cole, Jr.,
Trustee, Cole Chapel
Rt. 1, Box 349
Pounding Mill, VA 24637 | 0.66 acres - 0.37% |

VIRGINIA: In the Clerk's Office of the Circuit Court of Buchanan County. The foregoing instrument was this day presented in the office aforesaid and is, together with the certificate of acknowledgment annexed, admitted to record this 8th day of October, 19 92 3:46 P M.
Deed Book No. 399 and Page No. 748.

TESTE: James M. Perkins, Jr. ClerkBy: Patricia L. Inel, Deputy Clerk

3289

CLERK'S OFFICE CIRCUIT COURT
BUCHANAN COUNTY, VIRGINIA
Filed and admitted for record,
this 27th day of Oct, 1992
at 3:46 o'clock P. M.
Recorded Deed Book _____ Page _____
499 State Tax _____
221 Family Tax _____
222 Transfer _____
301 Recording 38.00
039 State Tax _____
220 Local Tax _____
145 VSLF 1.00
Total 39.00
Teste James M. Devins, Jr., Clerk
By [Signature] D.C.

Dept of Mines, Minerals & Energy