

V I R G I N I A:

BEFORE THE VIRGINIA GAS AND OIL BOARD

IN RE:

Application of Oxy USA, Inc.
for Forced Pooling of Interests in a Drilling Unit
Affected by Well Number X-9, VGOB 1010-30 in the South
Grundy Magisterial District of Buchanan County, Virginia

This cause came on this 21st day of November, 1990, upon the application of Oxy USA, Inc. requesting that this Board pool the interests of well operators in the 80-acre (plus a tolerance of 15%) drilling units established for the Oakwood Coalbed Methane Field in the South Grundy Magisterial District of Buchanan County, Virginia. Notice of the filing of the application herein and of the time, date and place of the hearing thereon was duly and properly given to each well operator of record having an interest in the occluded coalbed methane gas below the Tiller seam of coal underlying the tracts within the drilling unit covered hereby as required by Section 45.1-361.19 of the Code of Virginia, 1950 as amended. The Board examined the Notice as given and further conducted inquiry into the sufficiency of Oxy USA, Inc.'s search to determine the names and whereabouts of well operators who may be affected by the pooling of occluded coalbed methane gas below the Tiller seam of coal in the drilling unit involved herein. The Board finds that Oxy USA, Inc. has exercised due diligence and has conducted a meaningful search of reasonably available sources at hand. The Board hereby approves the notice given, by publication and otherwise, as meeting the statutory requirements, rules of the Board and minimum standards of state and federal due process, and

finds that notice has been given in all respects as required by law and the rules of this Board.

Based on the evidence presented, the Board finds that the following named persons may be owners of occluded coalbed methane interests below the Tiller seam of coal which are not subject to any lease and who have not voluntarily agreed to pool their interests in the drilling unit involved herein for its development and operations:

1. a. Mary Lester, c/o Clayton R. Perkins, Route 1, Box 104, Vansant, VA 24656;
- b. Edd Boyd, Route 1, Box 109, Vansant, VA 24656;
- c. Eva Singleton, 103 Highland Avenue, Bluefield, VA 24605;
- d. Clayton Keen Perkins, Route 1, Box 104, Vansant, VA 24656;
- e. Audrey Boyd Perkins, Route 1, Box 104, Vansant, VA 24656;

and that the following named persons may be owners of occluded coalbed methane gas interests below the Tiller seam of coal, which are held pursuant to a lease or other agreement, in the drilling unit involved herein who have not voluntarily agreed to pool their interests in this unit for its development and operation:

2. _____

Based upon the evidence presented, the Board finds that, in order to avoid the drilling of unnecessary wells, prevent the various types of waste and protect the correlative rights of all owners and potential owners of occluded coalbed methane gas with

respect to the drilling unit involved herein, the owners and potential owners of occluded coalbed methane gas involved who have not heretofore reached an agreement with respect to development and operation of the drilling unit covered hereby shall be required to pool their coalbed methane gas interests below the Tiller seam of coal in development of this drilling unit, upon the terms and conditions set out in this order, all of which terms and conditions are found, after consideration of the evidence presented in this cause, to be supported by substantial evidence and to be just, reasonable and equitable and such as will afford each occluded coalbed methane gas owner and potential owner in this unit the opportunity to recover or receive just and equitable share of production from this unit.

Based upon the evidence presented at the public hearing in this matter, the Virginia Gas and Oil Board, subject to establishment of a permanent procedural rule with respect to escrow funds, orders as follows:

(1) Pending resolution of issues with respect to potential conflicting claims of ownership of the occluded coalbed methane gas, the occluded coalbed methane gas well operator shall:

(a) Establish an interest-bearing escrow account at a financial institution into which the payment for costs or proceeds attributable to the conflicting interest shall be deposited and held for the benefits of claimants;

(b) Deposit into the escrow account any money paid by a person claiming a contested ownership interest as a participating

operator's share of costs payable pursuant to the provisions of Sections 45.1-302 and 45.1-361.21, paragraphs 5.A.(i) and 5.B.(i) of this Board's Order;

(c) Deposit into the escrow account one-eighth of all proceeds attributable to the conflicting interests plus all proceeds in excess of ongoing operational expenses attributable to a participating or non-participating operator; and

(d) Submit to the State Gas and Oil Inspector quarterly statements reflecting the status of funds deposited into the X-9, VGOB 1010-30 escrow account, including sums allocable to production, royalty payments and interest. The operator may not use funds deposited into this escrow fund for any purpose. Upon resolution of conflicting claims of ownership, the operator may petition the Board for an Order to disburse funds.

If the Gas and Oil Board later adopts an escrow fund rule, the designated coalbed methane well operator shall be given leave to place proceeds, held as a result of this paragraph, into programs trust accounts or other Board approved accounts.

(2) Within 30 days of receipt of a certified copy of the final legal determination of entitlement or upon receipt of an agreement signed by all claimants, the Board shall order payment of principal and accrued interest from the escrow account described in paragraph 1 above to all persons legally entitled thereto.

(3) Any person who does not make an election under this pooling order shall be deemed, subject to a final legal

determination of ownership, to have leased his gas or oil interest to the coalbed methane gas well operator.

(4) The interests of well operators, as named above, in this 80-acre (with a tolerance of 15%) drilling unit established in the lands involved herein for the Oakwood Coalbed Methane Gas Field are hereby pooled for the development and operation of this unit. Oxy USA, Inc. is hereby authorized to drill, complete and operate a well in this drilling unit so as to produce occluded coalbed methane gas from the pooled acreage, consistent with the terms and provisions of its applicable well work permit and the Oakwood Field Rules.

(5) Each owner or potential owner of occluded coalbed methane gas below the Tiller seam of coal involved herein, other than Oxy USA, Inc., shall, within 30 calendar days after the date of mailing this Order, deliver to Oxy USA, Inc., P. O. Drawer Q, Richlands, VA 24634, a written election either to participate in the operation of the well covered hereby or to exercise such well operator's right of election under this order as described below. A timely election shall be deemed to have been made if a well operator on or before the last day of such 30 calendar day period has sent such written election by telegram or telegraph to Oxy USA, Inc. or has had such written election duly postmarked and has placed such written election in the United States mail, first class, postage prepaid, duly addressed to Oxy USA, Inc. at the address set forth above. The alternatives afforded to the well operators herein

pooled are set forth in either A or B, below, whichever is applicable.

(A) Each occluded coalbed methane gas well operator or potential well operator herein pooled owning an interest as to the occluded coalbed methane gas below the Tiller seam of coal derived from a lease covering any tract within the drilling unit involved herein is accorded the following options as to such interest:

(i) Participation: To participate in the working interest in and the development of the occluded coalbed methane gas below the Tiller seam of coal in the drilling unit involved herein by agreeing to pay such well operator's proportionate part of the actual cost of drilling, completing, equipping, operating, plugging and abandoning of the well covered hereby and by paying as set forth herein, to Oxy USA, Inc., such owner's proportionate part of the \$214,798.00 estimated cost of drilling, completing, equipping, operating, plugging and abandoning of the proposed well covered hereby. In lieu of such payment, furnishing to Oxy USA, Inc. security satisfactory to Oxy USA, Inc. for the payment thereof within 45 calendar days of the date of this order. A participating well operator's proportionate part of the anticipated cost of completion and share of the production from such well shall be in the proportion that the number of net mineral acres in the unit covered by the occluded coalbed methane gas rights owned by such party bears to the entire number of mineral acres in this unit; or

(ii) Carried interest: In lieu of participating in the working interest in and the development of the pool in this

drilling unit, as set forth in subparagraph (i) above, to elect to share in the operation of the well covered on a carried basis (as a carried well operator) so that the proportionate part of the actual cost of drilling, completing, equipping, operating, plugging and abandoning of such well allocable to such carried well operator's interest is charged against such carried well operator's share of production from such well. All of such carried well operator's occluded coalbed methane gas rights below the Tiller seam of coal in the pool in the drilling unit involved herein are relinquished under this order to Oxy USA, Inc. until the proceeds from the sale of the share of production from such well accruing to such carried well operator's unleased interest in the drilling unit involved herein, 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%) of the share of the cost of drilling and completing the well allocable to the occluded coalbed methane gas interest of such carried well operator; plus one hundred percent (100%) of the carried operator's share of the cost of surface equipment beyond the wellhead connection of such well allocable to the interest of such carried well operator; plus one hundred percent (100%) of the share of the cost of operating such well allocable to the occluded coalbed methane gas interest of such carried well operator. Such carried well operator's proportionate part of the costs of, and the production from, the well covered hereby is to be in the proportion

that the number of net mineral acres in the unit covered by the occluded coalbed methane gas interest owned or potentially owned by such carried well operator bears to the entire number of mineral acres in such unit. During the period of time Oxy USA, Inc. is entitled to receive such carried well operator's share of production or the proceeds therefrom, Oxy USA, Inc. shall pay all applicable production, severance, excise, gathering and any other taxes based upon or measured by the value or amount of production and shall separately calculate and pay to such carried well operator for payment to the appropriate owner any royalty, excess or overriding royalty and any other non-operating or non-cost bearing burden reserved in any lease, assignment thereof or agreement relating thereto which is deducted from the share of production of such carried well operator. Such royalty, excess or overriding royalty and other non-operating or non-cost bearing burden is not to be subject to any charge for operating costs. Payment by Oxy USA, Inc. to such carried well operator of any such royalty, excess or overriding royalty or other non-operating or non-cost bearing burden shall be made within ninety (90) days after the end of the calendar month within which the production subject to such burdens is sold. Within sixty (60) days after the completion of the well covered hereby, Oxy USA, Inc. shall furnish such carried well operator an inventory of the equipment in and connected to such well and an itemized statement of the cost of drilling, completing and equipping such well for production; and for each month thereafter, during the time Oxy USA, Inc. is being

reimbursed as provided above, Oxy USA, Inc. shall furnish to such carried well operator an itemized statement of all costs and liabilities incurred in the operation of such well, together with a statement of the quantity of occluded coalbed methane gas produced therefrom and the amount of proceeds realized from the sale of the production allocable to such carried well operator's interest in the unit during the preceding month. Oxy USA, Inc. shall also furnish to the State Gas and Oil Inspector, copies of the same statements furnished to each carried well operator under the provisions hereof. Any amount realized from the sale or other disposition of equipment newly acquired in connection with any operation on the well covered hereby which would have been owned by such carried well operator had such owner participated therein as a participating well operator shall be credited against the total uncovered well costs in determining when the interest of such carried well operator shall revert to such owner as described above. When Oxy USA, Inc. recovers from such carried well operator's relinquished interest provided for above, the relinquished interest of such carried well operator shall automatically revert to such owner, and from and after such reversion, such carried well operator shall be treated as a participating well operator and shall own the same interest in such well, the material and equipment in or pertaining thereto and the production therefrom, as such owner would have been entitled to had such owner participated initially as a participating well operator in the drilling, completing and equipping of such well; and

thereafter, such owner shall be charged with and shall pay the owner's proportionate part of the further costs of the operation of such well.

(B) Each well operator herein pooled owning or potentially owning an occluded coalbed methane gas interest below the Tiller seam of coal in any tract in the drilling unit involved herein which interest is not subject to a lease is hereby accorded the following options as to such interests:

(i) Participation: To participate in the working interest in and the development of the occluded coalbed methane gas below the Tiller seam of coal in the drilling unit involved herein by agreeing to pay such well operator's proportionate part of the actual cost of drilling, completing, equipping, operating, plugging and abandoning of the well covered hereby and by paying as set forth herein, to Oxy USA, Inc., such owner's proportionate part of the \$214,798.00 estimated cost of drilling, completing, equipping, operating, plugging and abandoning of the proposed well covered hereby. In lieu of such payment, furnishing to Oxy USA, Inc. security satisfactory to Oxy USA, Inc. for the payment thereof within 45 calendar days of the date of this Order. A participating well operator's proportionate part of the anticipated cost of completion and share of the production from such well shall be in the proportion that the number of net mineral acres in the unit covered by the occluded coalbed methane gas rights owned by such party bears to the entire number of mineral acres in this unit; or

(ii) Cash Consideration: In lieu of participating in the working interests in and the development of the pools in the drilling unit involved herein, to elect to receive a sum of ONE DOLLAR (\$1.00) per net mineral acre owned by such owner, plus a total royalty in the amount of one-eighth of eight-eighths ($1/8$ th of $8/8$ ths) of the occluded coalbed methane gas and gas condensate produced from the well covered by this Order, the same to be delivered into the lease tanks or into the pipelines to which such well is connected, free and clear of all costs, expenses and risks incurred in or in connection with drilling, equipping, operating, completing, plugging and abandoning of such well. Any well operator elected this option shall deliver under this Order a net revenue interest of 87.50% of $8/8$ ths of the occluded coalbed methane gas and gas condensate produced from the well covered by this Order, with such net revenue interest being determined by deducting from such owner's share of production the royalty provided for immediately above; and provided further, that such royalty of $1/8$ th of $8/8$ ths and such net revenue interest of 87.50% of $8/8$ ths shall be proportionately reduced and payable only in the proportion that the number of net mineral acres in the drilling unit covered by the occluded coalbed methane gas rights owned by such well operator bears to the entire number of mineral acres in this unit; or

(iii) Carried Interest: In lieu of participating in the working interest in and the development of the pools in the drilling unit involved herein as set forth in subparagraph (i)

above, or electing the option set forth in subparagraph (ii) above, to elect to share in the operation of the well covered hereby on a carried basis (as a carried well operator) so that the proportionate part of the actual cost of drilling, completing, equipping, operating, plugging and abandoning of such well allocable to such carried well operator's interest is charged against such carried well operator's share of production from such well and that all of such carried well operator's occluded coalbed methane gas rights below the Tiller seam of coal in the pools in the drilling unit involved herein are relinquished under this Order to Oxy USA, Inc. until the proceeds from the sale of the share of production from the well accruing to such carried well operator's unleased occluded coalbed methane gas interest in the drilling unit involved herein, equals two hundred percent (200%) of the share of the cost of drilling and completing the well covered hereby allocable to the unleased interest of such carried well operator, plus one hundred percent (100%) of the share of the cost of surface equipment beyond the wellhead connection of such well allocable to the unleased occluded coalbed methane gas interest of such carried well operator; plus one hundred percent (100%) of the carried operator's share of the costs of operating such well allocable to such carried well operator. Such carried operator's proportionate part of the costs of, and the production from, the well covered hereby is to be in the proportion that the number of net mineral acres in the unit covered by the unleased occluded coalbed methane gas interest owned by such carried well operators bears to the

entire number of net mineral acres in this unit. During the period of time Oxy USA, Inc. is entitled to receive such carried well operator's share of production or the proceeds therefrom, Oxy USA, Inc. shall pay all applicable production, severance, excise, gathering and any other taxes based upon or measured by the value or amount of production.

Within sixty (60) days after completion of the well covered hereby, Oxy USA, Inc. shall furnish such carried well operator an inventory of the equipment used in and connected to such well and an itemized statement of the actual cost of drilling, completing and equipping such well for production; and each month thereafter, during the time Oxy USA, Inc. is being reimbursed as provided above, Oxy USA, Inc. shall furnish to such carried well operator, an itemized statement of all costs and liabilities incurred in the operation of such well, together with a statement of the quantity of occluded coalbed methane gas produced therefrom and the amount of proceeds realized from the sale of the production allocable to such carried well operators unleased occluded coalbed methane gas interests in such unit during the preceding month. Oxy USA, Inc. shall also furnish to the State Gas and Oil Inspector for the Commonwealth of Virginia, copies of the same statements furnished to each carried well operator under the provisions hereof. Any amount realized from the sale or other disposition of the equipment newly acquired in connection with any operation on the well covered hereby which would have been owned by the carried well operator, had such owner participated therein as a participating well

operator, shall be credited against the total unrecovered well costs in determining when the interest of such carried well operator shall revert to such owner as described above. When Oxy USA, Inc. recovers from such carried well operator's relinquished interest, the amount provided for above, the relinquished interest of such carried well operator shall automatically revert to such owner, and from and after such reversion, such carried well operator shall be treated as a participating well operator and shall own the same interest in such well, the material and equipment in or pertaining thereto and the production therefrom, as such owner would have been entitled to had such owner participated initially as a participating well operator in the drilling, completing and equipping of such well, and thereafter, such owner shall be charged with and shall pay such owner's proportionate part of the further costs of the operation of such well.

Oxy has tendered to the Board a proposed joint operating agreement. Oxy requested that this unit be governed by the terms and conditions of that agreement. The Board has reviewed the proposed operating agreement and heard testimony and arguments from the parties. The Board does not approve or disapprove of the proposed joint operating agreement. The Board does encourage the parties to discuss terms and conditions of a joint operating agreement and to resolve areas of concern to the parties mutual satisfaction. If agreement cannot be reached, leave is given to petition the Board for resolution of any unresolved issue.

(6) In the event a well operator, either an owner of an occluded coalbed methane gas lease or an owner of an unleased tract, who is subject to the provisions of this Order shall fail to timely and properly elect, in writing, one of the applicable options as set forth above, such well operator shall be deemed to have elected not to participate in the working interest in the well covered hereby as to the pools involved herein and shall be deemed to have leased his interest in the occluded coalbed methane gas to the designated coalbed methane gas well operator. In the event a well operator, either an owner of a lease interest or an owner of an unleased interest, who is subject to the provisions of this Order shall elect to act as a participating well operator under 5A.(i) or B.(i) above, whichever is applicable, but thereafter fail or refuse to pay or secure the payment of such well operator's proportionate part of the cost of the well covered hereby as set forth in such provisions, such election to act as a participating operator under this Order shall be null and void and such well operator shall become a carried well operator consistent with the terms and provisions of this Order.

(7) Any well operator involved herein who has not appeared in response to the notice of hearing published pursuant to the provisions of Section 45.1-361.19, Code of Virginia, 1950, as amended, and whose identity or whereabouts remains unknown at the conclusion of the hearing conducted in this matter shall be deemed to have elected not to become a participating well operator, but shall be deemed to have elected to be a carried well operator.

Such carried well operator's share of proceeds under the provisions of this Order, after the payment therefrom of all well costs properly allocable thereto consistent with the provisions of this Order, shall be paid to the Virginia Gas and Oil Board and Treasurer of Virginia and held in a separate escrow account for such carried well operator's benefit. Such carried well operator's share of proceeds shall be deemed unclaimed property and shall be disposed of as provided in The Uniform Disposition of Unclaimed Property Act, Section 55-210.1, et seq., Code of Virginia, 1950 as amended. The State Gas and Oil Inspector shall receive any such funds and administer these designated accounts.

(8) Any cash bonus which becomes payable by Oxy USA, Inc. under the provisions of 5B.(ii), above, shall be paid or tendered within thirty (30) days after the date of this Order; provided, however, if the owner entitled to such funds releases the same, or if such owner's interest in the unit involved in this cause has a defect or cloud in the title thereto, or if such owner cannot be paid such funds for any reason whatsoever other than the reasons set forth in paragraph 1 and 7 above. Oxy USA, Inc. may deposit (credit) such funds due such party into an internal escrow account established in the accounting records of Oxy USA, Inc. and such funds shall be credited to such account for the benefit of such owner. Such funds so deposited (credited) in such escrow account shall be held for the benefit of the owner entitled thereto until such funds can be paid to such owner, or such owner accepts such

funds, or until such title defect or cloud is cured or removed to the satisfaction of Oxy USA, Inc.

(9) Oxy USA, Inc., in addition to any other rights afforded such party under the laws of Virginia, shall have a lien on the mineral leasehold estate or rights owned by the other well operators involved herein in the unit covered hereby and upon their shares of the production from the well covered hereby to the extent that costs incurred in the development and operation of the drilling unit involved herein are a charge against such interests. Such liens shall be separable as to each separate well operator and shall remain a lien until all costs incurred in connection with the well have been paid. Upon the failure or refusal of any participating well operator to pay such well operator's proportionate part of any cost incurred hereunder in connection with the well covered hereby, shall be entitled to receive the share of production from the well accruing to such defaulting participating well operator's interest in the unit involved herein, or the proceeds from such share, until such proportionate part of such cost has been paid. No part of the production or proceeds accruing to any participating well operator shall be applied toward payment of costs chargeable to any other interest in such unit. If any participating well operator fails or refuses to pay such well operator's proportionate share of the cost incurred hereunder in connection with the well covered hereby within sixty (60) days after rendition of a statement therefore by Oxy USA, Inc., the non-defaulting participating well operators, including Oxy USA, Inc.,

shall, upon request by Oxy USA, Inc., pay the unpaid amount in the proportion that the interest of each such non-defaulting participating well operator bears to the total interests of all such non-defaulting well operators. In such event, each non-defaulting participating well operator so paying such well operator's share of the unpaid amount shall, to obtain reimbursement thereof, be subrogated to the lien rights described above.

(10) If the well involved herein has not been commenced as of the date of this Order, shall commence or cause to be commenced operations on such well within three hundred and sixty-five days (365) days from the date of this Order and in any event, shall continue or cause to be continued operations under this Order with due diligence; otherwise, the provisions thereof shall be inoperative and this Order shall terminate, except for any cash sums becoming payable hereunder, unless the time of commencement of such operation is extended by an Order of the Board.

(11) Oxy USA, Inc. shall, within thirty (30) days, after completion, tender to the State Gas and Oil Inspector an itemized statement reflecting the actual cost of drilling, equipping, completing, plugging and abandoning the well. Additional itemized statements reflecting actual operating costs shall be furnished to the State Gas and Oil Inspector on a quarterly basis. If the actual costs of drilling, completing, equipping, plugging and abandoning the well is different than Oxy USA, Inc.'s estimates,

appropriate adjustments to the burdens imposed on each participating or carried operator's share shall be made.

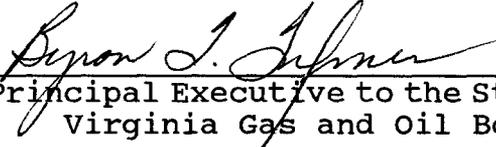
(12) Oxy USA, Inc. shall cause a certified copy of this Order to be mailed to the last known address of each well operator as listed in this Order.

The relief granted by this Order is to avoid the drilling of unnecessary wells, prevent the various types of waste or occluded coalbed methane gas and protect the correlative rights of all owners with respect to the pools in the drilling unit involved herein.

All members present and in agreement done and executed this 11th day of January, 1991.


CHAIRMAN

Done and performed this 11th day of January, 1991, by order of this Board.


Principal Executive to the Staff,
Virginia Gas and Oil Board

State of Virginia
County of Washington

Acknowledged on this 11th day of January, 19 91,
personally before me a notary public in and for the State 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.

Diane Davis

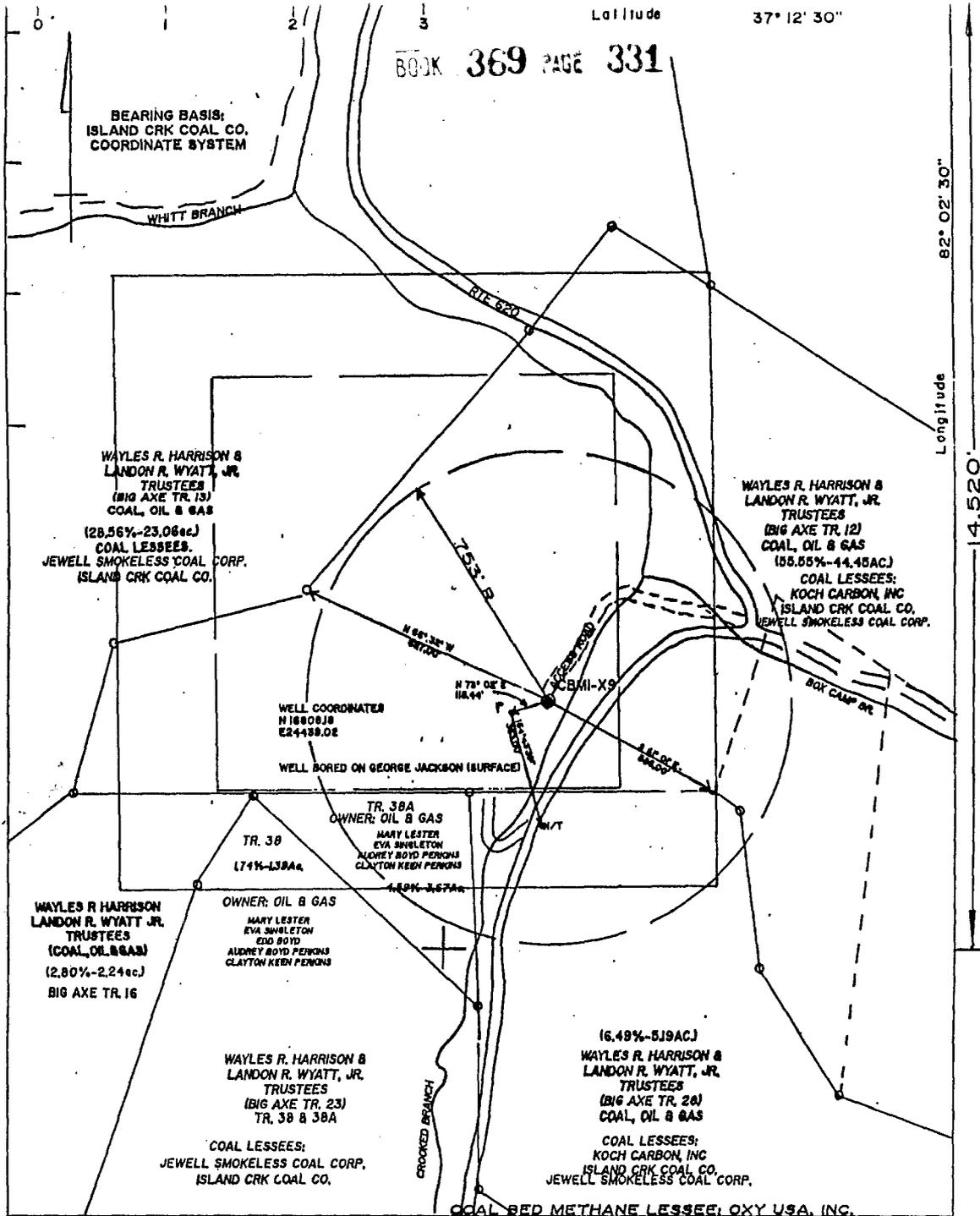
Diane Davis
Notary Public
My commission expires 9/23/92

State of Virginia
County of Washington

Acknowledged on this 11th day of January, 19 91,
personally before me a notary public in and for the State 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.

Diane Davis

Diane Davis
Notary Public
My commission expires 9/23/92



COMPANY OXY USA, INC.
 ADDRESS DRAWER Q, RICHLANDS, VA 24641
 WELL NAME CBM1 X9
 FARM TRACT BIG AXE-12
 LEASE NO. ELEVATION 1567.72
 ACRES 155 QUADRANGLE VANSANT
 COUNTY BUCHANAN DISTRICT SOUTH GRUNDRY
 REG. ENGINEER VA REG. NO. 2987
 CERT. LAND SURVEYOR CERT. NO.
 FILE NO. DRAWING NO.
 DATE 7-24-90 SCALE 1" = 400'

This plot is new updated
 This plot is is not based on a mine
 coordinate system established for the areas
 of the well location.

FORM 5

WELL LOCATION MAP
 WELL NO. CBM1 X9

+ Denotes location of well on United States
 Topographic Maps, scale 1 to 24,000, lat-
 itude and longitude lines being represented
 by border lines as shown.

CERTIFICATION OF WELL PLAT

I, the undersigned, hereby certify that
 this plot is correct in the best of my
 knowledge and belief and shows all the
 information required by law and the regulations
 of the Well Review Board.

NELSON E. LIGHT
 No. 2687
 Registered Engineer or Certified
 Land Surveyor in Charge

REGISTERED PROFESSIONAL ENGINEER

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 15th day of January, 1991 11:05 A.M.
 Deed Book No. 369 and Page No. 311

TEST: Russell W. Parkey Clerk