

VIRGINIA:

BEFORE THE VIRGINIA GAS AND OIL BOARD

APPLICANT: EQUITABLE RESOURCES EXPLORATION)
 A Division of Equitable Resources)
 Energy Company, a West Virginia)
 Corporation)
)
 RELIEF SOUGHT: (1) ESTABLISHMENT OF THE DRILLING) VIRGINIA GAS
 UNIT DESCRIBED IN EXHIBIT "A") AND OIL BOARD
 HERETO AND SERVED BY WELL NO.)
 V-3399 (herein "Subject) DOCKET NO.
 Drilling Unit") PURSUANT TO) 94-1024-0480
 § 45.1-361.20, CODE OF)
 VIRGINIA, AND (2) POOLING OF)
 INTERESTS IN SUBJECT DRILLING)
 UNIT PURSUANT TO § 45.1-361.21,)
 CODE OF VIRGINIA, FOR THE)
 PRODUCTION OF CONVENTIONAL NATURAL)
 GAS FROM SUBJECT FORMATIONS)
 (herein referred to as)
 "Conventional Gas" or "Gas"))
)
 LEGAL DESCRIPTION:)
)
 DRILLING UNIT SERVED BY WELL NUMBERED)
 V-3399 TO BE DRILLED IN THE LOCATION)
 DEPICTED ON EXHIBIT A HERETO, AND AUTHORIZED)
 BY BOARD ORDER IN DOCKET NO. 94-1024-0482,)
 HAYSI QUADRANGLE,)
 SANDLICK MAGISTERIAL DISTRICT,)
 DICKENSON COUNTY, VIRGINIA)
 (the "Subject Lands" are more)
 particularly described on Exhibit)
 "A", attached hereto and made a)
 part hereof))

REPORT OF THE BOARD

FINDINGS AND ORDER

1. Hearing Date and Place: This matter came on for hearing before the Virginia Gas and Oil Board (hereafter "Board") at 9:00 a.m. on October 24, 1994, Rhododrendron Restaurant, Breaks Interstate Park, Breaks, Virginia.
2. Appearances: Mark A. Swartz of Kay, Casto, Chaney, Love and Wise appeared for the Applicant; Sandra B. Riggs, Assistant Attorney General, was present to advise the Board.
3. Jurisdiction and Notice: Pursuant to § 45.1-361.1 et seq., Virginia Code, 1950 as amended, the Board finds that it has jurisdiction over the subject matter. Based upon the evidence presented by Applicant, the Board also finds that the Applicant has (1) exercised due diligence in conducting a meaningful search of reasonably available sources to determine the identity and whereabouts of each gas and oil owner, coal owner, or mineral owner having an interest in Subject Drilling Unit underlying and comprised of Subject Lands; (2) has given notice to those parties (hereafter sometimes "person(s)" whether referring to individuals, corporations, partnerships, associations, companies, businesses, trusts, joint ventures or other legal entities) entitled by § 45.1-361.19, Virginia Code, 1950 as amended, to notice of this application; and (3) that the persons set forth in Exhibit B hereto have been identified by Applicant as owners

of Gas interests underlying Subject Drilling Unit, including those who have not heretofore leased, sold or voluntarily agreed with the Applicant to pool their Gas interests in Subject Drilling Unit. Further, the Board has caused notice of this hearing to be published as required by § 45.1-361.19.B, Virginia Code, 1950 as amended. Whereupon, the Board hereby finds that the notices given herein satisfy all statutory requirements, Board rule requirements and the minimum standards of state due process.

4. Amendments: Exhibit B.

5. Dismissals: None.

6. Relief Requested: Applicant requests (1) that pursuant to § 45.1-361.20, Code of Virginia, 1950, as amended, the Board establish Subject Drilling Unit to be served by Well No. V-3399; (2) that pursuant to § 45.1-361.21, Code of Virginia, 1950 as amended, the Board pool the rights, interests and estates in and to the Gas of the known and unknown persons listed in Exhibit B hereof, 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 Gas from the Subject Drilling Unit established for the Lee Sands, Ravencliff, Maxon, Big Lime, Weir, Coffee Shale, Berea and Devonian Formations (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 § 45.1-361.20, Code of Virginia, 1950 as amended, the Board hereby establishes Subject Drilling Unit; (2) pursuant to § 45.1-361.21.C.3, Code of Virginia, 1950 as amended, Equitable Resources Exploration (hereafter "Unit Operator") is designated as the Operator authorized to drill and operate the well in the Subject Drilling Unit to produce 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) the rights, interests and estates in and to the Gas in Subject Drilling Unit including those of the known and unknown persons listed on Exhibit B, 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, 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>
Lee Sands, Ravencliff, Maxon, Big Lime, Weir, Coffee Shale, Berea and Devonian Shale Formations	Approximately 125.66-acre circular drilling unit	V-3399 (See Exhibit A for location Authorized by Board Order in Docket No. 94-1024-0482) Depth: 4,785 feet	No applicable field rules; exception to the requirements of statewide spacing under § 45.1-361.17, Code of Virginia, granted by the Board in VGOB Docket No. 94-1024-0482

For the Subject Drilling Unit
underlying and comprised of the Subject
Land Served by Well No. V-3399

Dickenson County, Virginia

8. Election and Election Period: In the event any Gas owner named in Exhibit B has not heretofore reached a voluntary agreement to share in the operation of the well to be located in Subject Drilling Unit at a rate of payment mutually agreed to by said Gas owner and the Operator, then, except as provided in Paragraph 17.2 hereof, such person 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 his 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: Except as provided in Paragraph 17.2 hereof, any Gas owner named in Exhibit B who has not reached a voluntary agreement with the Operator may elect to participate in the development and operation of the Subject Drilling Unit (hereafter "Participating Operator") by agreeing to pay the estimate of such Participating Operator's proportionate part of the actual and reasonable costs, 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 (herein "Completed for Production Costs"). Further, a Participating Operator agrees to pay the estimate of such Participating Operator's proportionate part of the Estimated, Completed-for-Production Costs as set forth below to the Unit Operator within forty-five (45) days from the later of the date of mailing or the date of recording of this Order. The estimated Completed-for-Production Costs for the Subject Drilling Unit are as follows:

Estimated, Completed-for-Production Costs:

\$267,250.00

A Participating Operator's proportionate cost hereunder shall be the result obtained by multiplying the Participating Operator's percentage Interest Within Unit as set forth in Exhibit B times the costs stated immediately above. Provided, however, that in the event a Participating Operator elects to participate and fails or refuses to pay the estimate of his proportionate part of the 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: Except as provided in Paragraph 17.2 hereof, in lieu of participating in the development and operation of Subject Drilling Unit under Paragraph 9.1 above, any Gas owner named in Exhibit B who has not reached a voluntary agreement with the Operator may elect to accept a cash bonus consideration of \$5.00 per net mineral acre owned by such person, commencing upon entry of this Order and continuing annually until commencement of production from Subject Drilling Unit, and thereafter a royalty of 1/8th of 8/8ths [twelve and one-half percent

(12.5%)] of the net proceeds received by the Unit Operator for the sale of the Gas produced from any well development covered by this Order multiplied by the Gas owner's percentage Interest Within Unit as set forth in Exhibit B (for purposes of this Order, net proceeds shall be actual proceeds received less post-production costs incurred downstream of the wellhead, including, but not limited to, gathering, compression, treating, transportation and marketing costs, whether performed by Unit Operator or a third person) as fair, reasonable and equitable compensation to be paid to said Gas owner. The initial cash bonus shall become due and owing when so elected and shall be tendered, paid or escrowed within sixty (60) days of recording of this Order. Thereafter, annual cash bonuses, if any, shall become due and owing on each anniversary of the date of recording of this order in the event production from Subject Drilling Unit has not theretofore commenced, and once due, shall be tendered, paid or escrowed within sixty (60) days of said anniversary date. Once the initial cash bonus and the annual cash bonuses, if any, are so paid or escrowed, said payment(s) shall be satisfaction in full for the right, interests, and claims of such electing Gas owner in and to the Gas produced from Subject Formation in the Subject Lands, except, however, for the 1/8th royalties due hereunder.

The election made under this Paragraph 9.2, when so made, shall be satisfaction in full for the right, interests, and claims of such electing person in any well development and operation covered hereby and such electing person shall be deemed to and hereby does lease and assign its right, interests, and claims in and to the Gas produced from Subject Formation 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 gas owner named in revised Exhibit B, except as provided in Paragraph 17.2 hereof, who has not reached a voluntary agreement with the Operator 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. Such Carried Well Operator's rights, interests, and claims in and to the Gas in Subject Drilling Unit shall be deemed and hereby are assigned to the Unit Operator until the proceeds from the sale of such Carried Well Operator's share of production from Subject Drilling Unit (exclusive of any royalty, excess or 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 the right, interests, and claims of such electing person in any well development and operation covered hereby and such electing person shall be deemed to have and hereby does assign his right, interests, and claims in and to the Gas produced from Subject Formation in the Subject Drilling Unit to the Unit Operator for the period of time during which his 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 entitled to elect fails to do so within the time, in the manner, and in accordance with the terms of this Order one of the alternatives set forth in Paragraph 9 above for which his interest qualifies, then such person shall be deemed to have elected not to participate in the proposed development and operation of Subject Drilling Unit and shall be deemed, subject to any final legal determination of ownership, to have elected to accept as satisfaction in full for such person's right, interests, and claims in and to the Gas the consideration provided in Paragraph 9.2 above for which its interest qualifies and shall be deemed to have leased and/or assigned his right, interests, and claims in and to Gas 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 the right, interests, and claims of such person in and to the Gas produced from Subject Formation underlying Subject Lands.

11. Default By Participating Person: In the event a person so entitled elects to participate under Paragraph 9.1, but fails or refuses to pay, to secure the payment or to make an arrangement with the Unit Operator for the payment of such person's proportionate part of the Estimated Completed-for-Production costs as set forth herein, all within the time and in the manner as prescribed in this Order, then such person shall be deemed to have withdrawn his election to participate and shall be deemed to have elected to accept as satisfaction in full for such person's right, interests, and claims in and to the Gas the consideration provided in Paragraph 9.2 above for which his interest qualifies depending on the excess burdens attached to such interest. Whereupon, any cash bonus consideration due as a result of such deemed election shall be tendered, paid or escrowed by Unit Operator within 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 paid or escrowed, it shall be satisfaction in full for the right, interests, and claims of such person in and to the Gas underlying Subject Drilling Unit in the Subject Lands covered hereby, except, however, for any 1/8th royalties which would become due pursuant to Paragraph 9.2 hereof.

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

13. Unit Operator (or Operator): Equitable Resources Exploration be and hereby is designated as Unit Operator authorized to drill and operate Well No. V-3399 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:

Equitable Resources Exploration
 P. O. Box 1983
 1989 East Stone Drive
 Kingsport, TN 37662
 Phone: (615) 224-3800
 Fax: (615) 224-3892
 Attn: Dennis R. Baker, Regulatory

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 herein.

Upon completion of any well whose costs comprise part of the Estimated Completed-for-Production Costs set forth in Paragraph 9.1 above, and within ninety (90) days after production into the pipeline is obtained and restoration of the location is completed, the Operator shall file with the Board a revised exhibit reflecting the actual Completed-for-Production Costs for the Subject Drilling Unit.

15. Operator's Lien: Unit Operator, in addition to the other rights afforded hereunder, shall have a lien and a right of set off on the Gas estates, rights, and interests owned by any person subject hereto who elects to participate under Paragraph 9.1 in the Subject Drilling Unit to the extent that costs incurred in the drilling or operation on the Subject Drilling Unit are a charge against such person's interest. Such liens and right of set off shall be separable as to each separate person and shall remain liens until the Unit Operator drilling or operating 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, and said sums shall be deposited by the Operator into the Escrow Account, commencing within sixty (60) days of recording of this Order, and continuing thereafter on a monthly basis with each deposit to be made, by use of a report format approved by the Inspector, by a date which is no later than sixty (60) days after the last day of the month being reported and/or for which funds are subject to deposit. Such funds shall be held for the exclusive use of, and sole benefit of the person entitled thereto until such funds can be paid to such person(s) or until the Escrow Agent relinquishes such funds as required by law or pursuant to Order of the Board in accordance with § 45.1-361.21.D., Code of Virginia, 1950 as amended.

17. Special Findings: The Board specifically and specially finds:
- 17.1 Applicant is a division of Equitable Resources Energy Company, a West Virginia corporation duly authorized and qualified to transact business in the Commonwealth of Virginia;
- 17.2 Applicant claims ownership of Gas leases on 95.98 percent of Subject Drilling Unit and the right to explore for, develop and produce Gas from same. The owners/lessors of Tract 3 listed on Pages 5 and 6 of Exhibit B have leased their Gas interests in Subject Drilling Unit to Virginia Gas Company. Virginia Gas Company has entered into a voluntary agreement with the Applicant to participate in Subject Drilling Unit as a Participating Operator by contributing said leased interests in Tract 3 to Subject Drilling Unit. Therefore, neither Virginia Gas Company nor Virginia Gas Company's lessors of Gas interests in Tract 3 shall be entitled to make an election pursuant to Paragraph 9 hereof, but instead will respectively be bound to each other pursuant to the terms of their voluntary agreements and/or leases of their Gas interests in Subject Drilling Unit.
- 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 proposed the drilling of Well No. V-3399 on the Subject Drilling Unit at the location depicted in Exhibit A to develop the pool of Gas in Subject Formations. While the Operator intends to naturally produce conventional gas from the Lee Sands formation, the Operator shall not perforate or fracture any coal seam or complete or produce from same. The Board granted an exception to the requirements of Va. Code § 45.1-361.17 by Board Order in VGOB Docket No. 94-1024-0482.
- 17.5 Set forth in Exhibit B is the name and last known address of each person of record identified by the Applicant as gas and oil owners within Subject Drilling Unit, including those persons who have not reached a voluntary agreement to share in the operation of Well V-3399 at a rate of payment agreed to mutually by said gas and oil owners and the Operator. Gas interests unleased to the Operator represent 4.02 percent of Subject Drilling Unit.
- 17.6 The proposed depth of Well No. V-3399 is 4,785 feet.
- 17.7 The estimated production over the life of the proposed well is .5 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 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 the gas and/or oil from Subject Drilling Unit. The granting of the Application and relief requested therein will ensure to the extent possible the greatest ultimate recovery of gas and oil, prevent or assist in preventing the various types of waste prohibited by statute and protect or assist in protecting the correlative rights of all persons in the subject common sources of supply in the Subject Lands. Therefore, the Board is entering an Order granting the relief herein set forth.

18. Mailing Of Order And Filing Of Affidavit: Applicant or its Attorney shall file an affidavit with the Secretary of the Board within sixty (60) days after the date of 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).

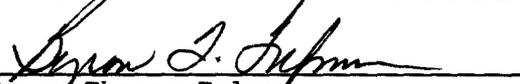
20. Conclusion: Therefore, the requested relief and all terms and provisions set forth above be and hereby are granted and IT IS SO ORDERED.

21. Effective Date: This Order shall be effective on the date of its execution.

DONE AND EXECUTED this 12th day of December, 1994, by a majority of the Virginia Gas and Oil Board.

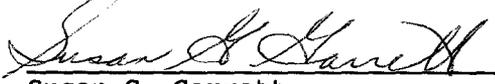

Chairman, Benny R. Wampler

DONE AND PERFORMED this 12th day of December, 1994, by Order of this Board.


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

STATE OF VIRGINIA)
COUNTY OF WISE)

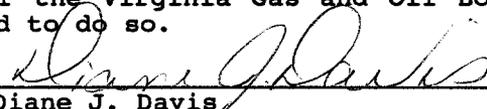
Acknowledged on this 12th day of December, 1994, personally before me a notary public in and for the Commonwealth of Virginia, appeared Benny Wampler, being duly sworn did depose and say that he is Chairman of the Virginia Gas and Oil Board, that he executed the same and was authorized to do so.


Susan G. Garrett
Notary Public

My commission expires 7/31/98

STATE OF VIRGINIA)
COUNTY OF WISE)

Acknowledged on this 12th day of December, 1994,
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.


Diane J. Davis
Notary Public

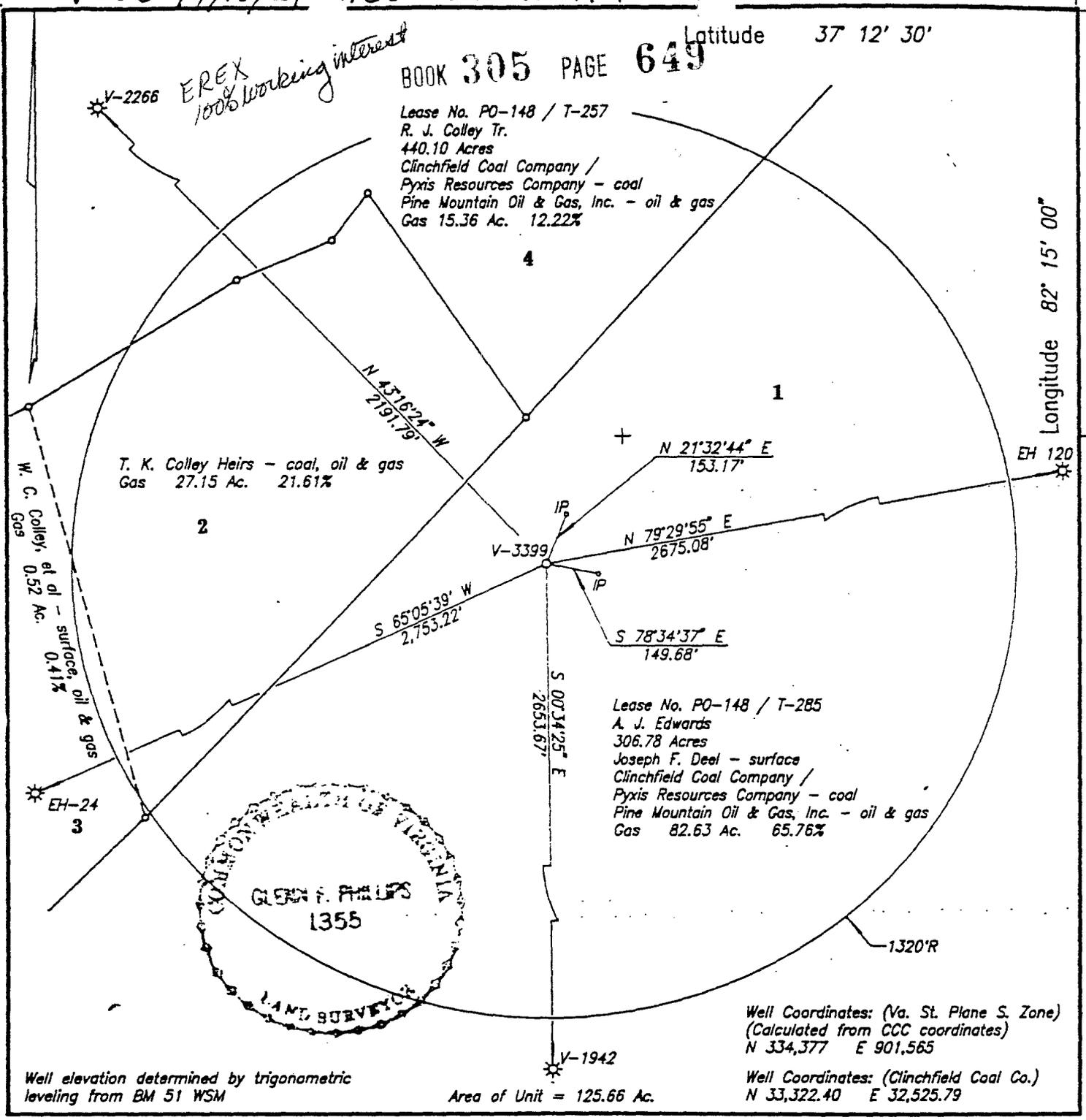
My commission expires 9/30/97

BOOK 305 PAGE 649

V-2266 EREX 100% working interest

Lease No. PO-148 / T-257
 R. J. Colley Tr.
 440.10 Acres
 Clinchfield Coal Company /
 Pyxis Resources Company - coal
 Pine Mountain Oil & Gas, Inc. - oil & gas
 Gas 15.36 Ac. 12.22%

Longitude 82° 15' 00"



WELL LOCATION PLAT

COMPANY Equitable Resources Exploration WELL NAME AND NUMBER V-3399
 TRACT NO. PO-148 / T-257 ELEVATION 1701.05 QUADRANGLE Haysi
 COUNTY Dickenson DISTRICT Sandlick SCALE 1" = 400' DATE 9-01-1994

This Plat is a new plat X; an updated plat ; or a final location plat

+ Denotes the location of a well on United States topographic Maps, scale 1 to 24,000, latitude and longitude lines being represented by border lines as shown.

Glen F. Phillips
 Licensed Professional Engineer or Licensed Land Surveyor

REVISED
EXHIBIT "B"
V-3399
 VGOB-94/10/24-0480

BOOK 305 PAGE 650

<u>TRACT</u>	<u>LESSOR</u>	<u>LEASE STATUS</u>	<u>INTEREST WITHIN UNIT</u>	<u>GROSS ACREAGE IN UNIT</u>
1	Pine Mountain Oil & Gas Co. ATTN: Richard Brillhart P. O. Box 4000 Lebanon, VA 24266	Leased-EREX 241490L-01 T-285	65.760000%	82.63
2	<u>T. K. Colley Heirs</u> Mildred Sword, AIF for Mae Colley Elswick, Widow P. O. Box 108 Pikeville, KY 42501	Leased-EREX 243847L-21	3.090230%	3.878568
	Hazel Jackson and Earl G. Jackson, W/H P. O. Box 787 Pound, VA 24279	Leased-EREX 243847L-18	0.777960%	0.969639
	Anne Jackson and H. C. Jackson, W/H P. O. Box 206 Pound, VA 24279	Leased-EREX 243847L-17	0.777960%	0.969639
	Helen J. Sutherland, Widow P. O. Box 787 Pound, VA 24279	Leased-EREX 243847L-16	0.777960%	0.969639
	Katherine Jackson and V. F. Jackson, W/H P. O. Box 297 Big Stone Gap, VA 24219	Leased-EREX 243847L-15	0.777960%	0.969639
	John R. Craig and Josephine Craig, H/W P. O. Box 187 Maynardville, TN 37807	Leased-EREX 243847L-05	0.777960%	0.969639
	Phillis F. Bennett and James L. Bennett, W/H 9527 Old Maynardville Pike Maynardville, TN 37807	Leased-EREX 243847L-04	0.777960%	0.969639
	Wilhelmina Proctor, Widow 1034 Towlston Road McLean, VA 22102	Leased-EREX 243847L-03	1.534310%	1.939297

EXHIBIT "B"
V-3399

VG0B-94/10/24-0480

<u>TRACT</u>	<u>LESSOR</u>	<u>LEASE STATUS</u>	<u>INTEREST WITHIN UNIT</u>	<u>GROSS ACREAGE IN UNIT</u>
	Virginia C. Porter, Widow 5932 Dairy Road N.E. Roanoke, VA 24019	Leased-EREX 243847L-12	3.090230%	3.878568
	Noel French and Mary C. French, H/W 606 Market Street Clintwood, VA 24228	Leased-EREX 243847L-20	0.605080%	0.775703
	Katherine Childress and Stanford J. Childress, W/H 6405 N.E. 94th Avenue Vancouver, WA 98662	Leased-EREX 243847L-06	0.605080%	0.775703
	Margaret Jackson and William E. Jackson, W/H 45 Innisbrook Drive Augusta, GA 30907-3556	Leased-EREX 243847L-02	0.777960%	0.969639
	Lois B. Jackson and Fred C. Jackson, W/H 8 Tarpon Avenue Asheville, NC 28806	Leased-EREX 243847L-01	0.388980%	0.484818
	Adoephus Haney, Sr., and Geraldine Haney, H/W Route 1, Box 20A Summersville, WV 26651	Leased-EREX 243847L-14	0.194490%	0.242422
	Timothy E. Jackson, Single 4250 E. 29th Street, #71 Tucson, AZ 85711	Leased-EREX 243847L-08	0.043220%	0.060599
	Shirley Trimble and James H. Trimble, W/H P. O. Box 154 Ivel, KY 41642	Leased-EREX 243847L-07	0.021610%	0.019792
	Bonnie T. Holsen and Joe Holsen, W/H 97 Margaret Drive, Box 97 Nitro, WV 25143	Leased-EREX 243847L-11	0.021610%	0.019792

REVISED
EXHIBIT "B"
V-3399
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<u>TRACT</u>	<u>LESSOR</u>	<u>LEASE STATUS</u>	<u>INTEREST WITHIN UNIT</u>	<u>GROSS ACREAGE IN UNIT</u>
	Dinah Stratton and Danny Stratton, W/H 118 Longhunters Trail Glasgow, KY 42141	Leased-EREX 243847L-13	0.021610%	0.019792
	Francis Burchett and June T. Burchett, H/W 601 Fox Avenue Ypsilanti, MI 49198	Leased-EREX 243847L-09	0.021610%	0.019792
	Ruby T. Lewis, Widow P. O. Box 178 Ivel, KY 41642	Leased-EREX 243847L-10	0.021610%	0.019792
	Burns C. Childress and Pauline Childress, H/W 130 Holston Street Abingdon, VA 24210	Leased-EREX 243847L-19	0.605080%	0.775703
	Fern Lawley and Harold E. Lawley, W/H c/o Mrs. Ernestine Jo Shaver 191 Kenilworth Drive Akron, OH 44313	Leased-EREX 243847L-25	1.534310%	1.939297
	Cecil C. Childress, Widower 5150 Golden Gate Avenue Oakland, CA 94618	Unleased	0.605080%	0.775703
	Laura E. Russell and Roy R. Russell, W/H 354 Hospital Drive Virginia Beach, VA 23452-6740	Unleased	0.605080%	0.775703
	James N. Jackson Address Unknown	Unleased	0.388980%	0.484818
	Carson Jackson and Alice Jackson, H/W 440 Ashley Lane, Box 441 Summersville, WV 26651	Unleased	0.194490%	0.242422
	Bonnie Ward, Widow 8242 N. 19th Avenue, Apt. #109N Phoenix, AZ 85021	Leased-EREX 243847L-24	0.194490%	0.242422

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<u>TRACT</u>	<u>LESSOR</u>	<u>LEASE STATUS</u>	<u>INTEREST WITHIN UNIT</u>	<u>GROSS ACREAGE IN UNIT</u>
	Pamela Lee Ferguson and Alex Ferguson, W/H 1908 N. LeBaron Mesa, AZ 85201	Unleased	0.043220%	0.060599
	Marie W. Trimble P. O. Box 672 Pikeville, KY 41501	Unleased	0.108050%	0.138519
	Mary Trimble, Widow P. O. Box 1019 Pikeville, KY 41501	Unleased	0.108050%	0.138519
	Bettie Trimble, Widow 630 Tateswood Drive Lexington, KY 40502	Unleased	0.108050%	⁰⁰³ 0.138519
	J. H. Mandt and Mary T. Mandt, H/W 630 Tateswood Drive Lexington, KY 40502	Unleased	0.108050%	0.138519
	June T. Marty, Widow 7833 Quarter Main Avenue Cincinnati, OH 45236	Unleased	0.108050%	0.138519
	Mae Murphy, Widow 3865 Matson Avenue Cincinnati, OH 45236	Unleased	0.108050%	0.138519
	Jerry R. Trimble and Ann Trimble, H/W P. O. Box 45 Ivel, KY 41642	Unleased	0.021610%	0.019792
	Don B. Trimble, Widower P. O. Box 146 Ivel, KY 41642	Unleased	0.021610%	0.019792
	Ruth Fleming, Widow 800 Longview, Apt. #122 Knoxville, TN 37919	Leased-EREX 243847L-22	0.518640%	0.646442

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<u>TRACT</u>	<u>LESSOR</u>	<u>LEASE STATUS</u>	<u>INTEREST WITHIN UNIT</u>	<u>GROSS ACREAGE IN UNIT</u>
	Sara Lou Kennedy and Darrell Kennedy, W/H 546 West Stone Drive Kingsport, TN 37660	Unleased	0.259320%	0.323221
	Alice G. Elkins and William R. Elkins, W/H P. O. Box 3 Clintwood, VA 24228	Unleased	0.259320%	0.323221
	Hansel D. Fleming and Brenda S. Fleming, H/W P. O. Box 478 Clintwood, VA 24228	Unleased	0.259320%	0.323221
	Sherrie Leigh Creech, Single P. O. Box 460 Clintwood, VA 24228	Unleased	0.259320%	0.323221
	Teresa Mann and Harold Mann, W/H P. O. Box 233 Lakeville, NY 14480	Unleased	0.043220%	0.060599
	William G. Jackson, Single 5217 E. 27th Street Tucson, AZ 85711	Leased-EREX 243847L-23	0.043220%	0.060599
3	W. C. Colley and Ruby Colley, H/W Route 2, Box 712 Haysi, VA 24256	Leased-VA Gas Co Life Estate	0.000000%	0.000000
	Kenneth W. Colley, Single Route 2, Box 712 Haysi, VA 24256	Leased-VA Gas Co Remainderman	0.136667%	0.173333
	Nancy Owens and Mark Owens, W/H 3237 Huntleigh Drive Raleigh, NC 27601	Leased-VA Gas Co Remainderman	0.136667%	0.173333

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<u>TRACT</u>	<u>LESSOR</u>	<u>LEASE STATUS</u>	<u>INTEREST WITHIN UNIT</u>	<u>GROSS ACREAGE IN UNIT</u>
	Melinda Wallen and Buddy Wallen, W?h P. O. Box 705 Clintwood, VA 24228	Leased-VA Gas Co Remainderman	0.136667%	0.173333
4	Pine Mountain Oil & Gas Co. ATTN: Richard Brillhart P. O. Box 4000 Lebanon, VA 24266	Leased-EREX 241490L-01 T-257	12.220000%	15.36
	Oil & Gas Lessee Virginia Gas Company P. O. Box 2407 Abingdon, VA 24210 ATTN: Mike Edwards		0.000000%	0.000000
	TOTAL		100.00%	125.66
	Percentage of Unit Leased to Applicant		95.98%	
	Percentage of Unit Unleased to Applicant		4.02%	
	Acreage in Unit Leased to Applicant			120.58
	Acreage in Unit Unleased to Applicant			5.08

VIRGINIA. In the Clerk's Office of the Circuit Court of Dickenson 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 10th day of December, 1994 11:50 A M.
 Deed Book No. 305 and Page No. 640

*Original Returned
 To: Diane Davis*

TESTE: Lula Large, Deputy Clerk

Clerk's Office Circuit Court
Dickenson County, Virginia

Filed and admitted to record,

this 16 day of October, 1994

at 11:50 A M

Recorded: Deed Book _____ P _____

039 State Tax \$ _____

213 County Tax \$ _____

212 Transfer \$ 25.00

201 Recording \$ 1.00

143 VOLT \$ _____

029 County Tax \$ _____

\$ 24.00

\$ 26.00

\$ 26.00

Lula Stange