

VIRGINIA:

BEFORE THE VIRGINIA GAS AND OIL BOARD

APPLICANT: EQUITABLE RESOURCES EXPLORATION)	
A Division of Equitable Resources	)	VIRGINIA GAS
Energy Company, a West Virginia	)	AND OIL BOARD
Corporation)	
	)	DOCKET NO.
RELIEF SOUGHT: MODIFICATION OF VIRGINIA GAS	)	94-1213-0486
AND OIL BOARD ORDER IN VGOB)	
DOCKET NO. 94-0816-0466 FOR THE	)	(Modification of
REPOOLING OF INTERESTS IN THE	)	Board Order in
DRILLING UNIT DESCRIBED IN EXHIBIT	)	VGOB Docket No.
"A" HERETO AND SERVED BY WELL NO.	)	94-0816-0466
V-2715 (herein "Subject Drilling	)	Entered 9/16/94
Unit") PURSUANT TO VA. CODE	)	and Recorded in
§ 45.1-361.21, FOR THE PRODUCTION	)	Deed Book 787
OF CONVENTIONAL NATURAL GAS FROM	)	at Page 263,
SUBJECT FORMATIONS (herein referred	)	Dickenson County,
to as "Conventional Gas" or "Gas")	)	Virginia (herein
	)	"Original Pooling
LEGAL DESCRIPTION:	)	Order")
)	
DRILLING UNIT SERVED BY WELL NUMBERED)	
V-2715 TO BE DRILLED IN THE LOCATION)	
DEPICTED ON EXHIBIT A HERETO,)	
COEBURN QUADRANGLE, LIPPS MAGISTERIAL)	
DISTRICT, WISE 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 December 13, 1994, Ratliff Hall, Southwest Virginia Education 4-H Center, Abingdon, Virginia.
2. Appearances: James E. Kaiser of Hunter, Smith & Davis appeared for the Applicant; Sandra B. Riggs, Assistant Attorney General, was present to advise the Board.
3. Jurisdiction and Notice: Pursuant to Va. Code §§ 45.1-361.1 et seq., 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 an update of its search of the reasonably available sources to determine the identity and whereabouts of each gas and oil owner, coal owner, or mineral owner in Subject Drilling Unit underlying and comprised of Subject Lands and to clarify the ownership of certain tracts lying within Subject Drilling Unit; (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 Va. Code § 45.1-361.19 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 Va. Code § 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: The Original Pooling Order is being amended in the following respects: Exhibit A is amended to depict Tract numbers on the plat; Exhibit B is amended to delete the interests of Virginia Iron, Coal & Coke Co. in Tracts 11 and 14 within Subject Drilling Unit, to add the interest of H. R. Edwards Heirs in Tract 17, and to reallocate the ownership interests within Tracts 11, 14 and 17 accordingly, all as shown on Exhibit B attached hereto.

5. Dismissals: None.

6. Relief Requested: Applicant requests that the Board modify the Original Pooling Order: (1) pursuant to Va. Code § 45.1-361.21, to repool all 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 from the surface to the total depth drilled of 6,120 feet, including the Ravencliff, Maxon, Big Lime, Weir, Berea, Sunbury Shale, and Upper Devonian Formations (herein "Subject Formation") 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"); (2) to redesignate Applicant as Unit Operator, and (3) to amend the Original Pooling Order by deleting Exhibits A and B thereto and substituting Exhibits A and B of this Modification Order and by extending to those persons with ownership interests in the Gas in Tracts 11, 14 and 17 of Subject Drilling Unit a right to reelect in accordance with the provisions of this Modification Order.

7. Relief Granted: The requested relief in this cause be and hereby is granted and: (1) pursuant to Va. Code § 45.1-361.21.C.3, Equitable Resources Exploration (hereafter "Unit Operator") is redesignated as the Unit 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 Va. Code § 45.1-361.27 et seq., 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; (2) 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 repooled in the Subject Formations in the Subject Drilling Unit underlying and comprised of the Subject Lands, and (3) the Original Pooling Order is amended by deleting Exhibits A and B attached thereto and substituting Exhibits A and B of this Modification Order and by extending to the Gas owners within Tracts 11, 14 and 17 of Subject Drilling Unit a right of reelection in accordance with the provisions of this Modification Order.

<u>Subject Formations</u>	<u>Unit Size</u>	<u>Permitted Well Location</u>	<u>Field and Well Classification</u>
Surface to total depth drilled of 6,120 feet including the Ravencliff, Maxon, Big Lime, Weir, Berea, Sunbury Shales and Upper Devonian Shales Formations	Approximately 125.66-acre circular drilling unit	V-2715 (See Exhibit A for location) Depth: 6,120 feet	No applicable field rules;

For the Subject Drilling Unit
underlying and comprised of the Subject
Land Served by Well No. V-2715

Wise County, Virginia

8. Election and Election Period: In the event a gas owner within Tracts 11, 14 or 17, as identified 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 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 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: Any Gas owner named in Exhibit B as an owner within Tract 11, 14 or 17, 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:

\$260,750.00

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: In lieu of participating in the development and operation of Subject Drilling Unit under Paragraph 9.1 above, any Gas owner named within Tract 11, 14 or 17, 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 Exhibit B as an owner within Tract 11, 14 or 17, 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 entitled to make an election 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 redesignated as Unit Operator authorized to drill and operate Well No. V-2715 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: George Heflin, 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 the Original Pooling Order and shall prosecute the same with due diligence. If Unit Operator shall not have so commenced and/or prosecuted, then the Original Pooling Order and this Modification Order shall terminate, except for any cash sums becoming payable thereunder; 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 said well.

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
Trust Department
c/o Premier Bankshares Corporation
29 College Drive, P. O. Box 1199
Bluefield, VA 24605-1199
Telephone: (703) 322-2242
Fax: (703) 322-2766

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, pursuant to Va. Code § 45.1-361.21.D, said sums shall be deposited by the Operator into the Escrow Account, commencing within sixty (60) days of recording of the Original Pooling 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 Va. Code § 45.1-361.21.D.

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 voluntary Gas leases on 89.65 percent of Subject Drilling Unit and the right to explore for, develop and produce 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 proposed the drilling of Well No. V-2715 on the Subject Drilling Unit at the location depicted in Exhibit A to develop the pool of Gas in Subject Formations.
- 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-2715 at a rate of payment agreed to mutually by said gas and oil owners and the Operator and including those persons whose Gas interests in Subject Drilling Unit were previously pooled by the Original Pooling Order. Gas interests which were not voluntarily leased to the Operator represent 10.35 percent of Subject Drilling Unit.
- 17.6 The proposed depth of Well No. V-2715 is 6,120 feet.
- 17.7 The estimated production over the life of the proposed well is 400 million cubic feet.
- 17.8 Well work permit #2778 for well V-2715 was issued by the Virginia Department of Mines, Minerals and Energy on August 19, 1994.
- 17.9 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.
- 17.10 The Subject Drilling Unit does not constitute an unreasonable or arbitrary exercise of Applicant's right to explore for or produce Gas.

17.11 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 Modification Order stating that a true and correct copy of said Modification Order was mailed within seven (7) days from the date of receipt to each person reooled by this Modification Order whose address is known.

19. Availability of Unit Records: The Director shall provide all persons 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 Modification Order shall be effective on the date of its execution.

DONE AND EXECUTED this 9th day of January, 1995, by a majority of the Virginia Gas and Oil Board.

Benny R. Wampler
Chairman, Benny R. Wampler

DONE AND PERFORMED this 9th day of January, 1995, by Order of this Board.

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

STATE OF VIRGINIA)
COUNTY OF WISE)

Acknowledged on this 9th day of January, 1995, 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 7/31/98

STATE OF VIRGINIA)
COUNTY OF WISE)

Acknowledged on this 9th day of January, 1995,
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
Diane J. Davis
Notary Public

My commission expires 9/30/97

VIRGINIA: In the Clerk's Office of Wise Circuit Court 1-17 19 95
was presented and upon the annexed Certificate of acknowledgement admitted to
11:11A M. The tax imposed by 58.541 of the Code has been paid in the
amount of \$ Recorded in Deed Book 794 and Page 313
Joseph [Signature] Deputy Clerk

Attachment DGO-GO-7A
 Gas Well No. V-2715
 Equitable Resources Exploration
 Revised 6/21/94

Tract	Ownership		Surface / Coal	Gas Tract Ownership			
	Gas	Ownership		Tract Acreage	Gas Acreage	Percentage of Unit	Lease No.
2	Sidney & Millard Edwards	VICC - Coal	Sidney & Millard Edwards - Surf.	14.000	8.049	2.426%	228325L-01 Partial Int. Lsd
3	Walker Meade Heirs	VICC - Coal	Walker Meade Heirs - Surf.	17.126	6.979	5.554%	244691L-01 Partial Int. Lsd
1	Virginia Iron, Coal & Coke Co. V & T Campbell Tract (MI-115)	VICC - Coal		7.635	7.590	6.040%	228010L
4	Virginia Iron, Coal & Coke Co. S. B. Fingley Tract (MI-211)	VICC - Surf.		260.161	19.738	15.707%	223010L
5	Virginia Iron, Coal & Coke Co. John Dollarhide Tr. (MI-182)	VICC - Coal		126.780	23.559	18.748%	223010L
6	Virginia Iron, Coal & Coke Co. J. J. Buchanan Tract (MI-105)	VICC - Surf.		109.902	6.501	5.173%	223010L
7	Virginia Iron, Coal & Coke Co. 1/8 H. R. Edwards Heirs or John W. Edwards Heirs 7/8 (MI-135)	VICC - Coal					
8	Virginia Iron, Coal & Coke Co. 1/8 A. R. McClellan Heirs 7/8 (MI-135)	VICC - Coal	John W. Edwards Heirs - Surf.	10.000	3.339	2.657%	
9	Virginia Iron, Coal & Coke Co. 1/8 Lois & Doward Gibson 7/8 (MI-135)	VICC - Coal	A. R. McClellan Heirs - Surf.	20.000	6.982	5.556%	223010L
10	Virginia Iron, Coal & Coke Co. 1/8 R. W. Hamm Heirs 7/8 (MI-135)	VICC - Coal	Lois & Doward Gibson - Surf.	3.000	0.110	0.088%	
			R. W. Hamm Heirs - Surf.	10.000	6.646	5.290%	244716L-01 Partial Int. Lsd

REVISED
EXHIBIT "B"
V-2715

VGOB 94/08/16/0466
VGOB 94/12/13-0486
REVISED 12/06/94

<u>TRACT</u>	<u>LESSOR</u>	<u>LEASE STATUS</u>	<u>INTEREST WITHIN UNIT</u>	<u>GROSS ACREAGE IN UNIT</u>
	James H. Edwards, Single 2041 Ferdinand Detroit, MI 48209	Unleased	0.101083%	0.12704100
	Betty Edwards Kelly, Single 2041 Ferninand Detroit, MI 48209	Unleased	0.101083%	0.12704100
3	Helen Meade, Widow Route 1 Box 248 St. Paul, VA 24283	Leased - EREX Life Estate 244691L-01	0.000000%	0.00000000
	Darris Meade, Single Route 1 Box 248 St. Paul, VA 24283	Leased - EREX Remainderman 244691L-01	0.793429%	0.99700000
	Terry Meade, Single Route 1 Box 248 St. Paul, VA 24283	Leased - EREX Remainderman 244691L-01	0.793429%	0.99700000
	Ilene Meade Couch and Jim Couch, W/H Route 1 Dante, VA 24237	Leased - EREX Remainderman 244691L-01	0.793429%	0.99700000
	Shella Meade McCoy and J. C. McCoy, W/H Route 1 St. Paul, VA 24283	Leased - EREX Remainderman 244691L-01	0.793429%	0.99700000
	Franklin Meade, Single Route 1 Box 248 St. Paul, VA 24283	Leased - EREX Remainderman 244691L-01	0.793428%	0.99700000
	Bonetta Meade McCoy and Dwight McCoy, W/H Route 1 Nora, VA 24272	Leased - EREX Remainderman 244691L-01	0.793428%	0.99700000

**REVISED
EXHIBIT "B"
V-2715**

**VGOB 94/08/16/0466
VGOB 94/12/13-0486
REVISED 12/06/94**

<u>TRACT</u>	<u>LESSOR</u>	<u>LEASE STATUS</u>	<u>INTEREST WITHIN UNIT</u>	<u>GROSS ACREAGE IN UNIT</u>
1	Virginia Iron, Coal & Coke Inc. P. O. Box 1578 Coeburn, VA 24230	Leased - EREX 223010L-01 (WI-115)	6.040000%	7.59000000
2	Millard Edwards and Colette Edwards, H/W Rt. 1 Box 296 Coeburn, VA 24230	Leased - EREX 223325L-01	1.617334%	2.03266600
	<u>Sidney Edwards Heirs</u> Mildred Edwards Rasnick and Carson A. Rasnick, W/H 1984 Ferdinand Detroit, MI 48209	Leased - EREX 223325L-05	0.101084%	0.12704200
	Ann Edwards Holbrook and James R. Holbrook, W/H 145 Rock City Road Kingsport, TN 37664	Leased - EREX 223325L-02	0.101084%	0.12704200
	George M. Edwards and Barbara Edwards, H/W 203 North Ohio Avenue Wellston, OH 45692	Leased - EREX 223325L-03	0.101083%	0.12704200
	Thelma Edwards Asbury and Basil Asbury, W/H 98 Trumbauersville Road Quakertown, PA 18951	Leased - EREX 223325L-04	0.101083%	0.12704200
	Sidney F. Edwards and Lorraine Edwards, H/W 5208 Wesson Detroit, MI 48209	Unleased	0.101083%	0.12704200
	Herbert W. Edwards, Single 4444 Feather River Dr., Apt. 64 Stockton, CA 95207	Unleased	0.101083%	0.12704200

**REVISED
EXHIBIT "B"
V-2715
VGOB 94/08/16/0466
VGOB 94/12/13-0486
REVISED 12/06/94**

<u>TRACT</u>	<u>LESSOR</u>	<u>LEASE STATUS</u>	<u>INTEREST WITHIN UNIT</u>	<u>GROSS ACREAGE IN UNIT</u>
	Winston Meade Heirs Unknown	Unleased	0.793428%	0.99700000
4	Virginia Iron, Coal & Coke Co. P. O. Box 1578 Coeburn, VA 24230	Leased - EREX 223010L-01 (WI-211)	15.707000%	19.73800000
5	Virginia Iron, Coal & Coke Co. P. O. Box 1578 Coeburn, VA 24230	Leased - EREX 223010L-01 (WI-132)	18.748000%	23.55900000
6	Virginia Iron, Coal & Coke Co. P. O. Box 1578 Coeburn, VA 24230	Leased - EREX 223010L-01 (WI-105)	5.173000%	6.50100000
7	John W. Edwards Heirs Unknown	Unleased	2.324875%	2.92162500
	Virginia Iron, Coal & Coke Co. P. O. Box 1578 Coeburn, VA 24230	Leased - EREX 223010L-01 (WI-135)	0.332125%	0.41737500
8	L. W. McClellan and June McClellan H/W Route 1 Box 260-B St. Paul, VA 24283	Leased - EREX 244782L-02	1.215375%	1.52700000
	Frank Lessic, Widower 3006 North Bayview Lane Sandusky, OH 44870	Leased - EREX 244782L-03	1.215375%	1.52800000
	Hazel McClellan, Widow Route 1 Box 266 St. Paul, VA 24283	Leased - EREX 244782L-04	0.607689%	0.76400000

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	Patricia Stallard and James Stallard, W/H 223 Henderson Road Gate City, VA 24251	Unleased	0.101281%	0.12700000
	Rebecca Woodward and Douglass Woodward, W/H Box 427 Remington, VA 22734	Unleased	0.101281%	0.12700000
	Roger McClellan and Brenda McClellan, H/W Box 1639 Coeburn, VA 24230	Leased - EREX 244782L-01	1.316656%	1.65500000
	Janelle Bruner and Ronnie Bruner, W/H P. O. Box 3352 Kingsport, TN 37664	Unleased	0.101281%	0.12700000
	Kathy Mead and Michael Mead, W/H 220 Rose Cliff Drive Blountville, TN 37617	Unleased	0.101281%	0.12700000
	Ronnie McClellan, Single Route 1 Box 266 St. Paul, VA 24283	Unleased	0.101281%	0.12700000
	Virginia Iron, Coal & Coke Co. P. O. Box 1578 Coeburn, VA 24230	Leased - EREX 223010L-01 (Part of WI-135)	0.694500%	0.87300000
9	Lois Gibson Richardson and Kermit Richardson, W/H 19603 Jonesboro Road Abingdon, VA 24211	Leased - EREX 244787L-01	0.038500%	0.04812500

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	Doward Gibson and Dorothy M. Gibson, H/W P. O. Box 449 Wise, VA 24293	Leased-EREX 244787L-02	0.038500%	0.04812500
	Virginia Iron, Coal & Coke Co. P. O. Box 1578 Coeburn, VA 24230	Leased - EREX 223010L-01 (WI-135)	0.011000%	0.01375000
10	Donald Hamm and Nancy Hamm, H/W Route 1 Box 262 St. Paul, VA 24283	Leased - EREX 244716L-01	0.421000%	0.52881800
	Freddy Hamm and Mozell Hamm, H/W c/o Donald Hamm Route 1 Box 262 St. Paul, VA 24283	Leased - EREX 244716L-02	0.421000%	0.52881800
	Lois Deel and Bruce Deel, W/H c/o Donald Hamm Route 1 Box 262 St. Paul, VA 24283	Leased - EREX 244716L-03	0.421000%	0.52881800
	Judy K. Ritchie and Darrell E. Ritchie, W/H 8312 Mason Road Sandusky, OH 44870	Unleased	0.421000%	0.52881800
	Ann Rosenbalm, Single 2781 Highland Park Drive Murfreesboro, TN 37129	Leased - EREX 244716L-04	0.210000%	0.26441000
	Robert McClellan, Single 205 Big Valley Dr., Lot 229 Johnson City, TN 37601	Unleased	0.210000%	0.26441000

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	Harold R. Hamm and Evelyn Hamm, H/W 2781 Highland Park Drive Murfreesboro, TN 37129-3210	Leased-EREX 244716L-05	0.421000%	0.52881800
	Wiley Hamm, Single Rt. 5, Box 288-12 Lubbock, TX 79407	Unleased	0.421000%	0.52881800
	Annette Keith and Harold Wayne Keith, W/H 997 Laver Road Mansfield, OH 44905	Unleased	0.421000%	0.52881800
	Ruthie I. Keen and James A. Keen, W/H 7509 State Route 99 Sandusky, OH 44870	Unleased	0.421000%	0.52881800
	Betty J. Baker and LaRoy Baker, W/H Rt. 5, Box 301 Lubbock, TX 79407	Unleased	0.421000%	0.52881800
	Alice F. Swindall and Charles Swindall, W/H Route 2 Box 303-C Clintwood, VA 24228	Unleased	0.421000%	0.52881800
	Virginia Iron, Coal & Coke Co. P. O. Box 1578 Coeburn, VA 24230	Leased - EREX 223010L-01 (WI-135)	0.660000%	0.83100000
11	Ricky Sullivan, Single P. O. Box 2167 Coeburn, VA 24230-2167	Leased - EREX 244650L-01	2.206500%	2.77300000
	Betty Sullivan Jones, Single P. O. Box 2167 Coeburn, VA 24230-2167	Leased - EREX 244650L-01	2.206500%	2.77300000

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12	Audrey Harvey and George Harvey, W/H P. O. Box 236 Coeburn, VA 24230-0236	Leased - EREX 244781L-01	9.124500%	11.46600000
	Virginia Iron, Coal & Coke Co. P. O. Box 1578 Coeburn, VA 24230	Leased - EREX 223010L-01 (Part of WI-135)	1.303500%	1.63800000
13	Leland B. McCoy, Single Route 1 Box 261 St. Paul, VA 24283	Leased - EREX 244780L-01	3.325000%	4.17812500
	Virginia Iron, Coal & Coke Co. P. O. Box 1578 Coeburn, VA 24230	Leased - EREX 223010L-01 (Part of WI-135)	0.475000%	0.59687500
14	Cowan Page P. O. Box 1493 Coeburn, VA 24230	Leased - EREX 244651L-01	0.322000%	0.40400000
15	Virginia Iron, Coal & Coke Co. P. O. Box 1578 Coeburn, VA 24230	Leased - EREX 223010L-01 (Part of WI-135)	3.766000%	4.73200000
16	Virginia Iron, Coal & Coke Co. P. O. Box 1578 Coeburn, VA 24230	Leased - EREX 223010L-01 (Part of WI-135)	5.873000%	7.38000000
17	H. R. Edwards Heirs Unknown	Unleased	3.588375%	4.50712500

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	Virginia Iron, Coal & Coke Co. P. O. Box 1578 Coeburn, VA 24230	Leased - EREX 223010L-01 (Part of WI-135)	0.512625%	0.64387500
18	Virginia Iron, Coal & Coke Co. P. O. Box 1578 Coeburn, VA 24230	Leased - EREX 223010L-01 (WI-135)	0.058000%	0.07300000
TOTAL			100.000000%	125.66000000
Percentage of Unit Leased			89.647585%	
Percentage of Unit Unleased			10.352415%	
Acreage in Unit Leased				112.65376600
Acreage in Unit Unleased				13.00623400