

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)	95-0321-0495
	AND OIL BOARD ORDER IN VGOB)	
	DOCKET NO. 93-0720-0388 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.)	93-0720-0388
	V-2665 (herein "Subject Drilling)	Entered 11/28/93
	Unit") PURSUANT TO VA. CODE)	and Recorded in
	§ 45.1-361.21, FOR THE PRODUCTION)	Deed Book 766
	OF CONVENTIONAL NATURAL GAS FROM)	at Pages 398-408
	SUBJECT FORMATIONS (herein referred)	Wise County,
	to as "Conventional Gas" or "Gas"))	Virginia (herein
)	"Original Pooling
)	Order")
LEGAL DESCRIPTION:)	
)	
	DRILLING UNIT SERVED BY WELL NUMBERED)	
	V-2665 TO BE DRILLED IN THE LOCATION)	
	DEPICTED ON EXHIBIT A HERETO,)	
	FLAT GAP QUADRANGLE, GLADEVILLE 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 March 21, 1995, 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; (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 a replatting of Subject Drilling Unit which, among other things, resulted in the addition of Tract 13 and the reallocation of Gas interests within Tracts 6 and 7. Exhibit B is amended to dismiss Charles Guibord and to add Ronald Guibord, Married, as Gas lessors in Tract 5; to delete Penn Virginia Resources and add Pine Mountain Oil and Gas as lessors in Tract 8; to delete Pine Mountain Oil and Gas, Inc. and to add Penn Virginia Resources as Gas lessors in Tract 9; to add all the Gas owners and lessors in Tract 13; and to reallocate the ownership interests within Tracts 6, 7 and 13 accordingly, all as shown on Exhibit B attached hereto.

5. Dismissals: Ronald Guibord who leased his Gas interests in Subject Drilling Unit to the Operator subsequent to the filing of the Application herein.

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 5,500 feet, including the Ravencliff, Maxon, Big Lime, Weir, Berea, and Upper Devonian Shale 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 unleased persons with ownership interests in the Gas in Tracts 7 and 13 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 unleased Gas owners within Tracts 7 and 13 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 5,500 feet including the Ravencliff, Maxon, Big Lime, Weir, Berea, and Upper Devonian Shale Formations	Approximately 125.66-acre circular drilling unit	V-2665 (See Exhibit A for location) Depth: 5,500 feet	No applicable field rules;

For the Subject Drilling Unit underlying and comprised of the Subject Land Served by Well No. V-2665

Wise County, Virginia

8. Election and Election Period: In the event a Gas owner within Tract 7 or 13, 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 7 or 13, 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 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 such Participating Operator's proportionate part of the Actual, 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 Actual Completed-for-Production Costs for the Subject Drilling Unit are as follows:

Actual, Completed-for-Production Costs:

\$332,949.00

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 his proportionate part of the Actual, 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 7 or 13, 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 7 or 13, 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 Actual 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-2665 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 98.14 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-2665 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 owners within Subject Drilling Unit, including those persons who have not reached a voluntary agreement to share in the operation of Well V-2665 at a rate of payment agreed to mutually by said Gas 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 1.86 percent of Subject Drilling Unit.
- 17.6 The depth of Well No. V-2665 is 5,500 feet.
- 17.7 The estimated production over the life of the proposed well is 500 million cubic feet.

- 17.8 A well work permit for well V-2665 has been issued by the Virginia Department of Mines, Minerals and Energy.
- 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).

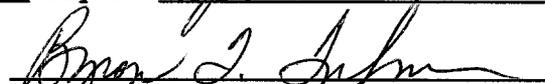
20. Conclusion: Therefore, the requested relief and all terms and provisions set forth above be and hereby are granted and IT IS SO ORDERED.

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

DONE AND EXECUTED this 17th day of April, 1995, by a majority of the Virginia Gas and Oil Board.


Chairman, Benny R. Wampler

DONE AND PERFORMED this 17th day of April, 1995, 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 17th day of April, 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 17th day of April, 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 426, 19 95
This deed was presented and upon the annexed Certificate of acknowledgement admitted
record at 3:23P M. The tax imposed by 58.54 1 of the Code has been paid in the
amount of \$ Recorded in Deed Book 800 and Page 331
Gracie G. Hensley, Clerk Jerry Shad Deputy Clerk.

3,775'

Latitude 37° 02' 30"

BOOK 800 PAGE 340

1320'R

C. A. Day Heirs &
James M. Day Heirs - oil & gas
48 Acres
PVRC Tk. 758 - coal
Gas 1.03 Ac. 0.82%

Tract 13

EREX Lease 223096L
PVRC - surface, coal, oil & gas
Delta Resources, Inc. -
dorchester seam & above
Tk. 702

Chisenhall & Day
222.42 Acres
Gas 23.08 Ac. 18.37%

Tract 8

PVRC Tk. 758 - coal
Glen & Helen Calhoun -
surface, oil & gas
0.48 Acres (PO 18.07 Ac.)
Gas 0.48 Ac. 0.37%

EREX Lease PO-148 / T-943
Joseph Addington
310.81 Acres

Clinchfield Coal Company /
Pyxis Resources Company - sur. & coal
Pine Mountain Oil & Gas, Inc. - oil & gas
Gas 14.73 Ac. 11.72%

Tract 9

EREX Lease 244506L01
PVRC - coal

Delta Resources, Inc. -
dorchester seam & above
Tk. 758
Kenneth Calhoun - surf., oil & gas
25.168 Acres
Gas 24.86 Ac. 19.62%

Tract 3

Tract 6
Lease 244507L01
PVRC Tk. 758 - coal
Carl & Louise
Stitham - oil & gas
Gas 1.80 Ac. 1.27%

PVRC Tk. 758 - coal
Russell & Deborah Skorupa
1.79 Acres
Gas 1.25 Ac. 1.00%

Tract 4

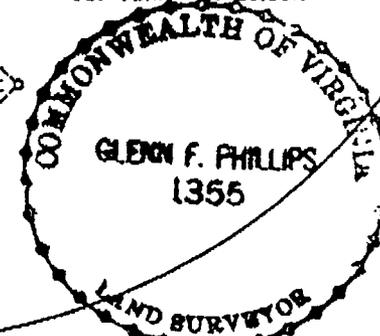
PVRC Tk. 758 - coal
Betty Gulbord -
oil & gas
12.1 Acres
Gas 2.69 Ac. 2.14%

Tract 5

Tract 2
EREX Lease 244508L01
Fred & Hazel Kilgore - oil & gas
Glenn & Rita Kilgore - oil & gas
10.50 Acres
Gas 3.72 Ac. 2.96%

Tract 11
EREX Lease 223010L
MCC - coal, oil & gas
W 78 J. L. Madsen
18.4 Ac. (Part of 190.25 Ac.)
Gas 18.45 Ac. 15.46%

Tract 10
EREX Lease 223096L
PVRC - coal, oil & gas
Delta Resources, Inc. -
dorchester seam & above
Tk. 742
H. P. Carter
87.42 Acres
Gas 32.67 Ac. 26.00%



EREX Lease PO-148 / T-936
Emily Boatright
165.42 Acres
Clinchfield Coal Company /
Pyxis Resources Company - coal
Pine Mtn. Oil & Gas, Inc. - oil & gas
Gas 0.09 Ac. 0.07%

Longitude 82° 37' 30"

6,940'

S 76°38'46" W 113.36'

N 58°48'11" E 213.08'

Ewing & Jeanette Craft - surface

Wally Craigler surface 3.2 Acres

Ewing & Jeanette Craft surface, 1 acre oil & gas, 0.23 acre Gas 0.23 Ac. 0.18%

Well elevation determined by trigonometric
levelling from BM Y-320

Area of Unit = 125.88 Ac.

Well Coordinates: (Va. SL Plane, S. Zone)
N 277,418.63 E 792,348.23

WELL LOCATION PLAT

FINAL PLAT

COMPANY Equitable Resources Exploration WELL NAME AND NUMBER V-2665
TRACT NO. WI 78 ELEVATION 2679.91 QUADRANGLE Flat Gap
COUNTY Wise DISTRICT Gladeville SCALE 1" = 400' DATE 1-26-1995

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

+ 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.

Glenn F. Phillips

Licensed Professional Engineer or Licensed Land Surveyor

EXHIBIT "B"
V-2665
VGOB 93/07/20-0388
VGOB-95/03/21-0495
 Revised 3/20/95

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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>
1	Ewing Craft and Jeanette Craft, H/W Route 2, Box 282 Wise, VA 24293	Leased-EREX 244722L-01	0.180000%	0.2300000
2	Fred Kilgore and Hazel Kilgore, H/W Route 2, Box 292 Wise, VA 24293	Leased-EREX 244508L-01	1.480000%	1.8600000
	Glenn Kilgore and Rita Kilgore, H/W Route 2, Box 292 Wise, VA 24293	Leased-EREX 244508L-01	1.480000%	1.8600000
3	Kenneth Calhoun and Barbara Calhoun, H/W Route 2, Box 317 Wise, VA 24293	Leased-EREX 244506L-01	19.620000%	24.6600000
4	Russell Eric Skorupa and Debra Lynn Skorupa, H/W P. O. Box 2257 Wise, VA 24293	Unleased	1.000000%	1.2500000
5	Betty Guibord, Single 10043 Nebula Way Sacramento, CA 95827-2972	Leased-EREX 244724L-01	1.070000%	1.3450000
	Ronald Guibord, Married 8789 LaMarguerita Way Sacramento, CA 95828	Leased-EREX 244724L-02	1.070000%	1.3450000
6	Belle Calhoun, Widow Route 2, Box 334 Wise, VA 24293	Leased-EREX 244507L-01	0.000000% Life Estate	0.0000000

EXHIBIT "B"
V-2665
VGOB 93/07/20-0388
VGOB-95/03/21-0495
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	Carl Stidham and Louise Stidham, H/W Route 2, Box 391 Wise, VA 24293	Leased-EREX 244507L-01	1.270000% Remainderman	1.6000000
7	Glenn Calhoun and Helen Calhoun, H/W R.R. 5, Box 146 Duffield, VA 24244	Unleased	0.370000%	0.4600000
8	Pine Mountain Oil and Gas P. O. Box 4000 Lebanon, VA 24266	Leased-EREX 223096L-01 TR 702	18.370000%	23.0800000
9	Penn Virginia Resources P. O. Box 386 Duffield, VA 24244-0386	Leased-EREX 223096L-01 TR T-943 PO-148	11.720000%	14.7300000
10	Penn Virginia Resources P. O. Box 386 Duffield, VA 24244-0386	Leased-EREX 223096L-01 TR 742	26.000000%	32.6700000
11	Virginia Iron, Coal & Coke Co. P. O. Box 1871 Roanoke, VA 24008	Leased-EREX 223010L-01 TR WI-78	15.480000%	19.4500000
12	Pine Mountain Oil & Gas, Inc. P. O. Box 4000 Lebanon, VA 24266	Leased-EREX 241490L-01 TR T-936 PO-148	0.070000%	0.0900000
13	<u>CAPTAIN DAY ESTATE</u> Victoria Watts Heirs Romona Cantrell and Winfred Cantrell, H/W 50 S. Hazel Street Manheim, PA 17545	Unleased	0.410000%	0.5150000

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	Elizabeth Kennedy and Howard Kennedy, W/H 835 Rice Run Road Manheim, PA 17545	Unleased		
	Barbara Mullins, Widow 23 Bimini Drive Manheim, PA 17545	Unleased		
	<u>Donnie Sutphin Heirs</u> Dorothy Sutphin, Widow 10702 Chestnut Street Los Alamitos, CA 90720	Unleased		
	Thomas Sutphin and Kimberly Sutphin, H/W 135 Eureka Road Wyandotte, MI 48192	Unleased		
	Ina Willis and Ricky Willis, W/H Route 1, Box 537 Norton, VA 24273	Leased-EREX 244821L-32		
	Gregory Sutphin, Single Route 1, Box 537 Norton, VA 24273	Leased-EREX 244821L-31		
	<u>Pearl Wampler Heirs</u> James A. Wampler, and Eileen M. Wampler, H/W P. O. Box 403427 Hesperia, CA 92345	Unleased		
	Mildred Kirkland, Widow 711 E. 13th Avenue, Apt. 206 Olympia, WA 98501	Unleased		
	<u>Ruth Dean Heirs</u> Bobby Dean, Single 1114 Central S.E. Olympia, WA 98501	Unleased		

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	Kenneth Dean, Widower 509 West Harvard Shelton, WA 98584	Unleased		
	Larry Dean and Laurel Dean, H/W 519 Stoll Road Olympia, WA 98501	Unleased		
	<u>Thelma Holly Heirs</u> Ricky Holley Unknown	Unleased		
	Frankie Austin Unknown	Unleased		
	<u>Marcella Lott Heirs</u> Gretta Griffin and Jeff Griffin, W/H 22202 127th Street E. Sumner, WA 98310	Unleased		
	Gregory Lott Unknown	Unleased		
	Ronnie Lott Unknown	Unleased		
	<u>Octova Woodruff Heirs</u> Grace Carpenter and Boyd Carpenter, W/H 340 Old Mill Road 112 Santa Barbara, CA 93110-3773	Unleased		
	Edwin Eugene Woodruff, Widower 627 Holland Drive Statesville, NC 28677	Unleased		
	Virginia E. Farr and Harry Farr, W/H 116 Sunset Hills Drive Sedona, AZ 86336	Unleased		

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	<u>Loma Woodruff Heirs</u> Gladys Woodruff, Widow Unknown	Unleased		
	<u>Alice Harris Heirs</u> Corie Couch by POA for Lorene C. Bond and Irene Couch 8228 Tyndale Road Richmond, VA 23227	Unleased		
	Mae Brawley by POA for James Bond P. O. Box 9170 Richmond, VA 24009	Unleased		
	<u>Charlie Harris Heirs</u> Carolyn Manhatten Unknown	Unleased		
	<u>Alley Irwin Heirs</u> <u>Charles Irwin Heirs</u> Hazel Irwin, Widow Box 572 Pound, VA 24279	Leased-EREX 244821L-33		
	Ronald Irwin and Betty Jean Irwin, H/W 393 Balch Street Morristown, TN 37813	Leased-EREX 244821L-34		
	<u>E. M. Day Heirs</u> E. M. Day, Jr., and Helen Day, H/W 1819 Sharps Chapel Road Sharps Chapel, TN 37866	Unleased		
	Gladys Woodruff, Widow Unknown	Unleased		
	Edna Addington and Ralph Addington, W/H 6630 North 7th Drive Phoenix, AZ 85013	Unleased		

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	Mollie Hill Heirs Blanche Gibson, Widow Norton, VA 24273	Unleased		
	Edith Wilson Heirs Janet Jones and Dorsel Jones, W/H Route 4, Box 628 Lafollette, TN 37766	Unleased		
	Fred Wilson and Pauline Wilson, H/W 702 Dunaway Street Miamisburg, OH 45342	Unleased		
	Jack W. Wilson and Shirley Wilson, H/W 204 Rawson Drive New Carlisle, OH 45344	Unleased		
	Doyle Wilson, Single Unknown	Unleased		
	<u>Ruth Wilson Chitwood Heirs</u> Kenneth Wilson Chitwood, Widower 5216 Buckner Drive Huber Heights, OH 45424	Unleased		
	Cynthia Hunt and Kevin Hunt, W/H 6066 Laycross Drive Huber Heights, OH 45424	Unleased		
	<u>Elizabeth Bolling Heirs</u> Guy Bolling and Hellen Bolling, H/W P. O. Box 1772 Wise, VA 24293	Leased-EREX 244821L-30		
	Barbara Lankist P. O. Box 254 Coleman, FL 33521	Unleased		

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	Pauline Roberts and Carl Roberts, W/H 400 Sandelewood Lane Wildwood, FL 34785	Unleased		
	Kathy Bolling P.O. Box 61 Coleman, FI 33521-0061	Unleased		
	<u>Roy Day Heirs</u> Glendale Day Unknown	Unleased		
	<u>Jerry Day Heirs</u> Kistin Day Unknown	Unleased		
	<u>W. M. Day and Aggie Day Heirs</u> Ronald Wayne Day Unknown	Unleased		
	<u>Louie Presley Heirs</u> <u>Marshall Presley Heirs</u> Gay Nell Presley, Widow Route 1, Box 1014 Norton, VA 24273	Leased-EREX 244821L-27		
	<u>Harry Presley Heirs</u> Ova Presley, Widow Regency Towers, Apt. 806 Norton, VA 24273	Unleased		
	<u>Hubert Presley Heirs</u> Virginia Presley Moore 2721 Mound Road Box A-1 Anderson, Indiana 40616	Unleased		
	<u>Maxie Gardner Heirs</u> Mary Ann Jones and C. Sterling Jones, W/H 410 39th Court Vero Beach, FL 32968	Unleased		

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	<u>Edward Delong Heirs</u> Unknown	Unleased		
	<u>JAMES M. DAY ESTATE</u> Arthur Kilgore and Shirley Kilgore, H/W P. O. Box 2438 Wise, VA 24293	Leased-EREX 244821L-26	0.410000%	0.51500000
	<u>Delmar Day Heirs</u> Belle Day AKA Belle Calhoun, Widow Route 2, Box 334 Wise, VA 24293	Leased-EREX 244821L-02		
	Jim Day and Pam Day, H/W 151 Kingston Circle Coppell, TX 75019	Unleased		
	Clarence Robinette, Widower P. O. Box 296 Wise, VA 24293	Leased-EREX 244821L-01		
	Goldie Stidham, Widow 311 Walnut Street Noblesville, IN 46060	Leased-EREX 244821L-11		
	Ronnie Robinette and Gale Robinette, H/W 13028 Bellerive Drive Orlando, FL 23828	Leased-EREX 244821L-19		
	R. E. Thacker and Helen Thacker, H/W 223 Steephill Road Blountville, TN 37617	Leased-EREX 244821L-03		
	Willie Robinette and Thelma Robinette, H/W Route 1 Box 739 Norton, VA 24273	Leased-EREX 244821L-09		

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	Ruth Robinette Smith, Widow Route 1 Box 739 Norton, VA 24273	Unleased		
	<u>Homer Robinette Heirs</u> Margaret Whitt, Single 1046 Holly Court Norton, VA 24273	Leased-EREX 244821L-07		
	Gladys Boggs and Kerry Boggs, W/H Route 1, Box 478 Norton, VA 24273	Leased-EREX 244821L-08		
	<u>Burton Day Heirs</u> Unknown	Unleased		
	Mable W. Addington and Harold Addington, H/W Route 2 Box 177 St. Stephens Church, VA 23148	Leased-EREX 244821L-12		
	Lora Carter and Laxter Carter, H/W Route 1 Box 412A Hague, VA 22169	Leased-EREX 244821L-10		
	Katherine White, Widow 101 Durbin Way Vine Grove, KY 40175	Leased-EREX Life Estate 244821L-25		
	Lois Miller and Harold Miller, H/W 101 Durbin Way Vine Grove, KY 40175	Leased-EREX 244821L-24		
	Ray White, Widower 22102 Loretta Road Woodhaven, MI 48183	Leased-EREX 244821L-14		
	Anita Brooks, Widow 2701 West Water Ave., Apt. #1404 Tampa, FL 33614	Unleased		

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	James Ralph White and Gloria White, H/W 694 Dudley Pike Ft. Mitchell, KY 41017	Unleased		
	Clova Kincer and Bobby Kincer, H/W 110 Harry Wise Road Lawrenceburg, KY 40342	Leased-EREX 244821L-05		
	Della White, Widow HC 87, Box 2286 Kona, KY 41829	Leased-EREX 244821L-28		
	Hazel Craft and Johnny Craft W/H HC 87 Box 2394 Kona, KY 41829	Unleased		
	Rayden White and Carolyn White, H/W HC 87 Box 2286 Kona, KY 41829	Leased-EREX 244821L-29		
	Anna White, Unknown	Unleased		
	Maggie White, Widow Route 1 Box 31 Jenkins, KY 41537	Leased-EREX 244821L-06		
	Phyllis Chisenhall, Widow Lot #16, Village Trailer Court Norton, VA 24273	Leased-EREX 244821L-13		
	Jackie Chisenhall Estate 2012 Rawlings Street Richmond, VA 23231	Leased-EREX 244821L-35		

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	Miles Chisenhall and Wanda Chisenhall, H/W 8950 S. Quaker Road Quinton, VA 23141	Leased-EREX 244821L-04		
	Leroy Chisenhall and Carolyn Chisenhall, H/W 4602 Carpenter Road Richmond, VA 23222	Unleased		
	Georgia Chisenhall, Widow Route 2 Box 43 Wise, VA 24293	Leased-EREX 244821L-20		
	Victoria Mullins and Worley Mullins, W/H Lot 19, Davidson MHP Bluefield, WV 24701	Leased-EREX 244821L-15		
	Randy Chisenhall and Gwen Chisenhall, H/W Route 2 Box 43 Wise, VA 24293	Unleased		
	Dana Chisenhall, Single Route 2 Box 43 Wise, VA 24293	Leased-EREX 244821L-22		
	Terry Chisenhall and Regina Chisenhall, H/W #7 Idlewild Trailer Park Wise, VA 24293	Unleased		
	Robin Chisenhall and Cynthia Chisenhall, H/W Route 2 Box 43 Wise, VA 24293	Leased-EREX 244821L-21		
	Regina Chisenhall, Single Route 2 Box 43 Wise, VA 24293	Leased-EREX 244821L-18		

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	Melissa Ann Chisenhall Long and Derik Long, W/H 1931 N. Cleveland St., Apt. #602 Arlington, VA 22201	Unleased		
	Willa Iris Sexton and Ernest E. Sexton, W/H 7103 John Adams Way Valley Station, KY 40272	Leased-EREX 244821L-16		
	Oma King and James King, W/H 219 W. Marshall Ave. Elkton, VA 22827	Leased-EREX 244821L-17		
	Arbutus Anderson and Don Anderson, W/H Route 5, 5921K Chattsworth, GA 30705	Leased-EREX 244821L-23		
	Leslie White, Single Box 92 McRoberts, KY 41835	Unleased		
	TOTAL		100.00%	125.66
	Percentage of Unit Leased		98.137147%	
	Percentage of Unit Unleased		1.862853%	
	Acreage in Unit Leased			123.33092871
	Acreage in Unit Unleased			2.32907129