

captioned application for modification of the Original Pooling Order pursuant to the provisions of Va. Code § 45.1-361.19; and (3) that the persons set forth in Revised 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 revised to identify additional heirs to the estate of A. C. Porter, the gas owner in Tract 8 of Subject Drilling Unit.

5. Dismissals: None.

6. Relief Requested: Applicant requests (1) to replace Exhibit B to the Original Pooling Order with Revised Exhibit B attached to this Order to identify within Tract 8 of Subject Drilling Unit additional heirs to the Estate of A. C. Porter, including Bobbie Lee Kennedy, widow and Shirley Fay Gillenwater and Bill R. Gillenwater, wife/husband, Gas, Gas owners who have 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 be said Gas owners and the Operator; (2) that pursuant to § 45.1-361.21, Code of Virginia, 1950 as amended, the Board modify the Original Pooling Order to repool the rights, interests and estates in and to the Gas of the known and unknown persons listed in Revised 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 5,029 feet for all Devonian Shales, including, the Base Lee Sands, Ravencliff, Maxon, Big Lime, Borden, Coffee Shales, Berea and Devonian Shales 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 § 45.1-361.21.C.3, Code of Virginia, 1950 as amended, and as set forth in the Original Pooling Order, **EQUITABLE RESOURCES ENERGY COMPANY** (hereafter "Unit Operator") is designated as the Operator authorized to drill and operate Well No. V-2691 in the Subject Drilling Unit to produce Conventional Gas from Subject Formations, subject to the permit provisions contained in § 45.1-361.27 et seq., Code of Virginia, 1950 as amended, to § 4 VAC 25-150 et seq., Gas and Oil Regulations and to § 4 VAC 25-160 et seq., Virginia Gas and Oil Board Regulations, all as amended from time to time; (2) Exhibit B to the Original Pooling Order is deleted in toto and replaced with the Revised Exhibit B attached hereto; and (3) the rights, interests and estates in and to the Conventional Gas in Subject Drilling Unit including those of the known and unknown persons listed on Revised 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.

<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 5,029 feet for all Devonian Shales, including the Base Lee Sands, Ravencliff, Maxon, Big Lime, Borden, Coffee Shales, Berea and Devonian Shale Formations	Approximately 112.69-acre circular drilling unit	V-2691 (See Exhibit A)	No applicable field rules; subject to the statewide spacing requirements of Va. Code § 45.1-361.17 and to the terms of the Original Pooling Order as modified herein.

For the Subject Drilling Unit
underlying and comprised of the Subject
Land Served by Well No. V-2691

Wise County, Virginia

8. Election and Election Period: Bobbie Lee Kennedy, Widow, and Shirley Fay Gillenwater and Bill Gillenwater, Wife/Husband, Gas owners within Tract 8 of Subject Drilling Unit, who have 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, may elect one of the options set forth in Paragraph 9 below and must give written notice of their 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: The Gas owners named in Paragraph 8 above who have 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 4 VAC 25-160-100 (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:

\$245,000.00

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 Revised 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, the Gas owners named in Paragraph 8 above who have 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 Revised 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 one hundred twenty (120) 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 Paragraph 8 above, 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 named in Paragraph 8 above 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 one hundred twenty (120) 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 named in Paragraph 8 above 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 ENERGY COMPANY** by the Original Pooling Order and this Order is designated as Unit Operator authorized to drill and operate Well No. V-2691 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, §§ 4 VAC 25-150 et seq., Gas and Oil Regulations and §§ 4 VAC 25-160 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 ENERGY COMPANY
 P. O. Box 1983
 1989 East Stone Drive
 Kingsport, TN 37662
 Phone: (423) 224-3800
 Fax: (423) 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 seven hundred and thirty (730) 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 two year period referenced herein.

15. Operator's Lien: Unit Operator, in addition to the other rights afforded hereunder, shall have a lien and a right of set off on the 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: The Applicant has represented to the Board that there are no gas or oil owners within Subject Drilling Unit whose identity and location remain unknown; therefore, unless and until otherwise ordered by the Board, the provisions set forth in Paragraph 16.2 below shall not take effect and the Escrow Agent named herein

shall not be required to establish an interest-bearing escrow account, (herein "the Escrow Account") in accordance with the requirements of Va. Code 45.1-361.21.D.

First Virginia Bank-Mt. Empire
 P. O. Box 1038
 Abingdon, VA 24210
 Telephone: (540) 628-2242
 Fax: (540) 628-2766
 Attention: Ms. Debbie Davis

- 16.1 Escrow Provisions for Unknown or Unlocatable Persons: If any payment of bonus, royalty payment or other payment due and owing cannot be made because the person entitled thereto cannot be located or is unknown, then such cash bonus, royalty payment or other payment shall not be commingled with any funds of the Unit Operator and shall, pursuant to Section 45.1-361.21.D, Code of Virginia, 1950 as amended, be deposited by the Operator into the Escrow Account, commencing within ninety (90) 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 claims ownership of Gas leases on 99.047793 percent of Subject Drilling Unit and the right to explore for, develop and produce Gas from same.
- 17.2 Applicant is an operator in the Commonwealth of Virginia and has satisfied the Board's requirements for operations in Virginia;
- 17.3 Applicant has proposed the drilling of Well No. V-2691 on the Subject Drilling Unit at the location depicted in Exhibit A to develop the pool of Gas in Subject Formations.
- 17.4 Set forth in Revised 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-2691 at a rate of payment agreed to mutually by said gas and oil owners and the Operator. Gas interests unleased to the Operator represent 0.952207 percent of Subject Drilling Unit.
- 17.5 The proposed depth of Well No. V-2691 is 5,029 feet.

- 17.6 The estimated production over the life of the proposed well is 500 million cubic feet.
- 17.7 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.
- 17.8 The Subject Drilling Unit does not constitute an unreasonable or arbitrary exercise of Applicant's right to explore for or produce Gas.
- 17.9 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 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. Appeals: Appeals of this Modification Order are governed by the provisions of Va. Code Ann. § 45.1-361.9 which provides that any order or decision of the Board may be appealed to the appropriate circuit court. Such appeals must be taken in the manner prescribed in the Administrative Process Act, Va. Code Ann. § 9-6.14:1 et seq. and Rule 2A of the Rules of the Virginia Supreme Court.
22. Effective Date: This Order shall be effective on the date of its execution.

DONE AND EXECUTED this 8th day of October, 1998, by a majority of the Virginia Gas and Oil Board.

Benny R. Wampler
Chairman, Benny R. Wampler

DONE AND PERFORMED this 15th day of October, 1998, by Order of this Board.

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

STATE OF VIRGINIA)
COUNTY OF WISE)

Acknowledged on this 8th day of October, 1998, 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 July 31, 2002

STATE OF VIRGINIA)
COUNTY OF WASHINGTON)

Acknowledged on this 18th day of October, 1998, 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 September 30, 2001

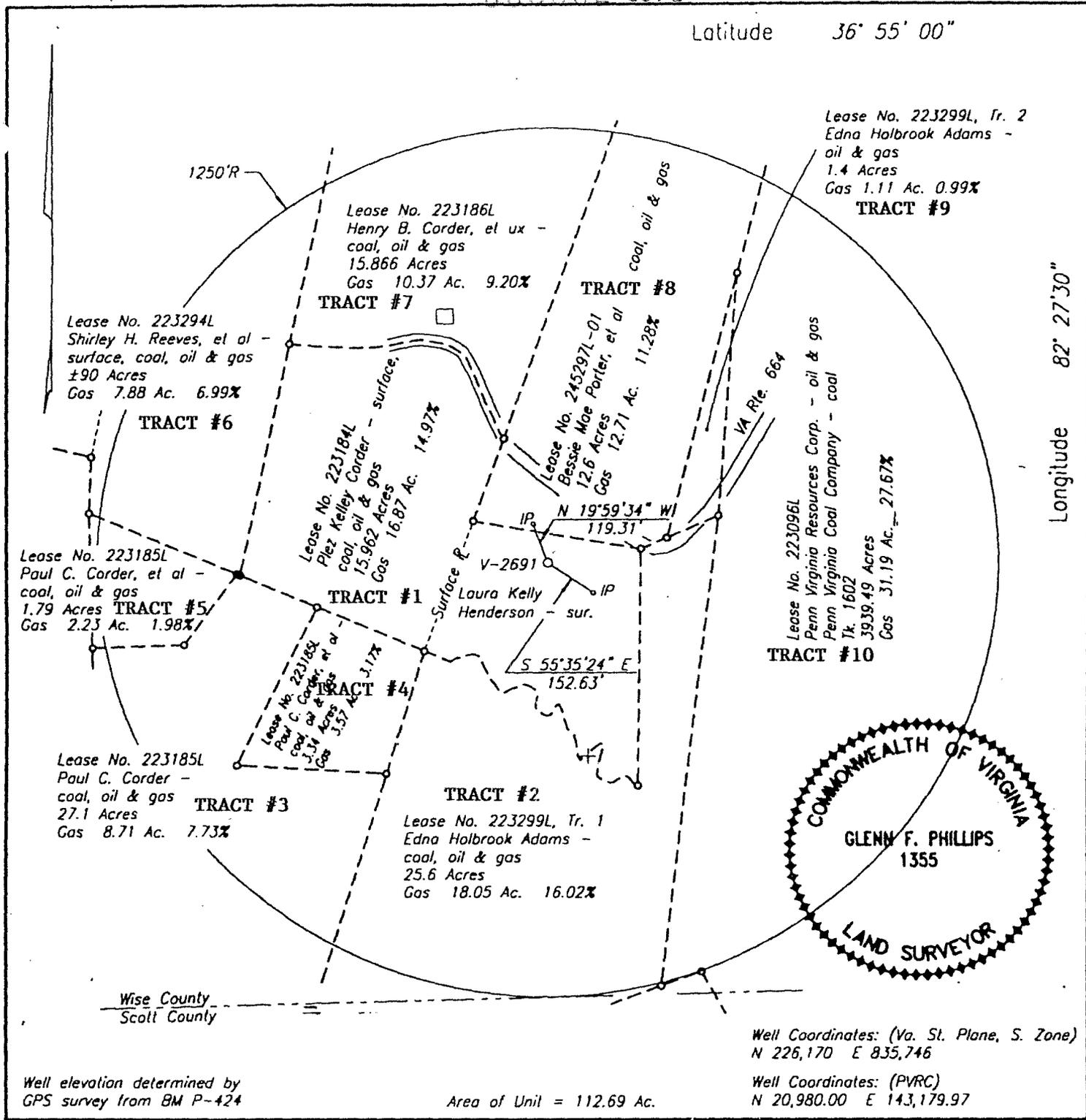
0000512 OCT 25

6,915'

Latitude 36° 55' 00"

Longitude 82° 27' 30"

10,775'



WELL LOCATION PLAT

COMPANY Equitable Resources Energy Company WELL NAME AND NUMBER V-2691
 TRACT NO. Ls. No. 223184L ELEVATION 2483.55 QUADRANGLE Coeburn
 COUNTY Wise DISTRICT Gladeville SCALE 1" = 400' DATE 1-09-1998

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.

Glenn F. Phillips

Licensed Professional Engineer or Licensed Land Surveyor

EXHIBIT "B"
V-2691

VGOB 98-0915-0623-1

Revised 9/14/98

<u>TRACT</u>	<u>LESSOR</u>	<u>LEASE STATUS</u>	<u>INTEREST WITHIN UNIT</u>	<u>GROSS ACREAGE IN UNIT</u>
1	Plez Kelly Corder & Hazel B. Corder, H/W Route 1 Box 131 Coeburn, VA 24230	Leased-EREC 223184L01	14.970000%	16.8700
2	Edna Holbrook Adams, Widow 317 Wood Avenue, West Big Stone Gap, VA 24219	Leased - EREC 223299L01	16.020000%	18.0500
3	Paul C. Corder, Widower P. O. Box 132 Coeburn, VA 24230	Leased - EREC 223185L01	7.730000%	8.7100
4	Paul C. Corder, Widower P. O. Box 132 Coeburn, VA 24230	Leased - EREC 223185L01 Life Estate	[0.000000]	[0.0000]
	Carolyn McClellan & Avery McClellan, W/H 3340 Bradshaw Road Salem, VA 24153	Leased - EREC 223185L01 Remainderman	3.170000%	3.5700
5	Paul C. Corder, Widower P. O. Box 132 Coeburn, VA 24230	Leased - EREC 223185L01 Life Estate	[0.000000]	[0.0000]
	Terry Corder & Donna Corder, H/W 13007A Flatwoods Road Coeburn, VA 24230	Leased - EREC 223185L01 Remainderman	1.980000%	2.2300

EXHIBIT "B"
V-2691

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6	Shirley H. Reeves, Widow 718 Neal Street New Smyrna Beach, FL 32168	Leased - EREC 223294L01	2.330000%	2.6267
	Carol Ann Jarvis-Johnson & Gene C. Johnson P. O. Box 854 New Smyrna Beach, FL 32170	Leased - EREC 223294L01	2.330000%	2.6267
	John M. Hossfield & Linda Hossfield 2522 Krinklewood Drive Deland, FL 32724	Leased - EREC 223294L01	2.330000%	2.6266
7	Henry B. Corder & Mabel R. Corder, H/W P. O. Box 224 Coeburn, VA 24230	Leased - EREC 223186L01	9.200000%	10.3700
8	<u>A. C. PORTER ESTATE</u>			
	<u>Vernon Scott Porter Heirs</u> Bessie Mae Porter, Widow P. O. Box 164 Coeburn, VA 24230	Leased - EREC 245297L01	1.611429%	1.8157
	Annette Porter Bryson, Widow 1550 Vineyard Road, Apt. 224 Vinton, VA 24179	Leased - EREC 245297L06	1.611429%	1.8157
	Campbell Lindbergh Porter & Ina Geneva Porter, H/W 492 Woodland Court P. O. Box 684 Wise, VA 24293	Leased - EREC 245297L02	0.402858%	0.4540

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	Bobbie Lee Kennedy, Widow P O Box 12 Coeburn, VA 24230-0012	Unleased	0.402857%	0.4539
	Shirley Fay Gillenwater & Bill R. Gillenwater, W/H P O Box 115 Coeburn, VA 24230-0115	Unleased	0.402857%	0.4539
	James R. Porter & Mary Helen Porter, H/W 1135 W Fulton Street Wytheville, VA 24382-1053	Leased-EREC 245297L	0.402857%	0.4539
	<u>Violet Z. Porter Bray & Ernest Bray Heirs</u>			
	Jackie Bray Britton 1440 Warpath Drive Kingsport, TN 37664	Leased - EREC 245297L05	0.805714%	0.9078
	Billy J. Bray 938 Huntwood Lane Charlottesville, VA 22901	Leased - EREC 245297L04	0.805714%	0.9078
	<u>Eugene Porter & Ethel Porter Heirs</u>			
	Victor Hall & Myrtle M. Hall, H/W P. O. Box 789 Coeburn, VA 24230	Leased-EREC 245297L03	1.611429%	1.8157
	<u>Alfred Porter Heirs</u>			
	Laura Porter Moore & Luther Moore, W/H 6178 Rainey Road Norwood, MO 65717	Leased-EREC 245297L18	0.537143%	0.6052

**EXHIBIT "B"
V-2691**

VGOB 98-0915-0623-1
Revised 9/14/98

<u>TRACT</u>	<u>LESSOR</u>	<u>LEASE STATUS</u>	<u>INTEREST WITHIN UNIT</u>	<u>GROSS ACREAGE IN UNIT</u>
	Norman L. Porter, Single P. O. Box 1847 Aurora, IL 60505	Leased-EREC 245297L21	0.268571%	0.3026
	Clifford J. Porter & Helene Porter, H/W 309 Terrace Way Plano, IL 60545	Leased-EREC 245297L07	0.268571%	0.3026
	Shannon R. Porter & Brenda P. Porter 148 Carr Court Harrison, AR 72601	Leased-EREC 245297L15	0.268571%	0.3026
	<u>Franklin Daryl Porter Heirs</u>			
	Fern Porter Ray & Randal L. Ray, W/H Route 3 Box 112-60 Doniphan, MO 63935	Leased-EREC 245297L09	0.268571%	0.3026
	<u>John Alden Porter Heirs</u>			
	Phyllis Porter Pennington & Ernest Pennington, W/H 3236 Campbell Road Mountain City, TN 37683	Leased-EREC 245297L10	0.146494%	0.1651
	<u>Charles Porter Heirs</u> Carolee Porter 120 Canter Fork Road Trade, TN 37691	Leased-EREC 245297L08	0.146494%	0.1651
	Dallas Gerald Porter, Single 120 Canter Fork Road Trade, TN 37691	Leased-EREC 245297L17	0.146494%	0.1651

EXHIBIT "B"
V-2691

VGOB 98-0915-0623-1

Revised 9/14/98

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	Alden Carroll Porter & Ellen Marie Porter, H/W 331 Canter Fork Road Trade, TN 37691	Leased-EREC 245297L16	0.146494%	0.1651
	Helen Porter Shull & James Frank Shull, W/H 2736 Fairwood Drive Hudson, NC 28638	Leased-EREC 245297L14	0.146494%	0.1651
	Edward Porter & Jo Ann Porter, H/W 720 Grover Reese Road Trade, TN 37691	Leased-EREC 245297L19	0.146494%	0.1651
	Billy J. Porter, Single 120 Canter Fork Road Trade, TN 37691	Leased-EREC 245297L11	0.146493%	0.1651
	Shirley Kay Issacs & Joe B. Issacs, W/H 2326 Honeysuckle Lane Lenoir, NC 28645	Leased-EREC 245297L13	0.146493%	0.1651
	Carolyn Porter Haralson, Single 6302 Putnam Ford Drive Woodstock, GA 30189	Leased-EREC 245297L20	0.146493%	0.1651
	Nancy Porter Price & William K. Price, W/H 612 Connelly Springs Road Lenoir, NC 28645	Leased-EREC 245297L12	0.146493%	0.1651
	Harry Porter, Single 125 Belmont Farm Drive Ellenwood, GA 30294	Unleased	0.146493%	0.1650

EXHIBIT "B"
V-2691

VGOB 98-0915-0623-1
Revised 9/14/98

<u>TRACT</u>	<u>LESSOR</u>	<u>LEASE STATUS</u>	<u>INTEREST WITHIN UNIT</u>	<u>GROSS ACREAGE IN UNIT</u>
9	Edna Holbrook Adams, Widow 317 Wood Avenue, West Big Stone Gap, VA 24219	Leased - EREC 223299L01	0.990000%	1.1100
10	Penn Virginia Corporation c/o Penn Virginia Resources Corp. 999 Executive Park Blvd., Suite 300 Kingsport, TN 37660	Leased - EREC 223096L TK-1602	27.670000%	31.1900
Unit Totals			100.000000%	112.6900
Percentage of Unit Leased			99.047793%	
Percentage of Unit Unleased			0.952207%	
Acreage in Unit Leased				111.6172
Acreage in Unit Unleased				1.0728

INSTRUMENT #980005368
RECORDED IN THE CLERK'S OFFICE OF
WISE COUNTY ON
OCTOBER 29, 1998 AT 01:25PM
J. JACK KENNEDY, JR., CLERK

BY: _____

[Handwritten Signature] (DC)