

("Claimant") the rights to Coalbed Methane Gas in all Pennsylvania-aged coals from the top of the Raven, including all splits to the top of the green and red shales including, but not limited to Jawbone, Greasy Creek, C-Seam, War Creek, Beckley, Lower Horsepen, X-Seam, Pocahontas No. 9, 8, 7, 6, 5, 4, 3, 2, and any other unnamed coal seams, coalbeds and rock strata associated therewith (hereafter "Subject Formations") in the Subject Drilling Unit underlying and comprised of Subject Lands; (2) represented it has given notice to those parties so identified (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 and 45.1-361.22, to notice of the application filed herein; and (3) that the persons set forth in **Exhibit B** hereto have been identified by Applicant as persons who may be Owners or Claimants of Coalbed Methane Gas interests in Subject Formations in the Subject Drilling Unit who have not heretofore agreed to lease or sell to the Applicant and/or voluntarily pool their Gas interests. Conflicting Gas Owners/Claimants in Subject Drilling Unit are listed on **Exhibit B**. Further, the Board has caused notice of this hearing to be published as required by Va. Code § 45.1-361.19.B. 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: **Revised Ex. B.**

5. Dismissals: **None.**

6. Relief Requested: Applicant requests (1) that pursuant to Va. Code § 45.1-361.22, including the applicable portions of § 45.1-361.21, the Board pool the rights, interests and estates in and to the Gas in the Subject Drilling Unit, including those of the Applicant and of the known and unknown persons named in **Exhibit B** hereto and that of their known and unknown heirs, executors, administrators, devisees, trustees, assigns and successors, both immediate and remote, for the drilling and operation, including production, of Coalbed Methane Gas produced from the Subject Drilling Unit established for the 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, (2) that the Board designate **Equitable Production Company** as the Unit Operator.

7. Relief Granted: The requested relief in this cause shall be and hereby is granted and: (1) pursuant to Va. Code § 45.1-361.21.C.3, **Equitable Production Company** (hereafter "Unit Operator" or "Operator") is designated as the Unit Operator authorized to drill and operate the Well in Subject Drilling Unit at the location depicted on the plat attached hereto as **Exhibit A**, subject to the permit provisions contained in Va. Code § 45.1-361.27, et seq.; to §§ 4 VAC 25-150 et seq., Gas and Oil Regulations; to § 4 VAC 25-160 et seq., Virginia Gas and Oil Board Regulations and to the Nora Coal Bed Gas Field Rules established by the Oil and Gas Conservation Board's Order entered March 26, 1989; all as amended from time to time; and (2) all the interests and estates in and to the Gas in Subject Drilling Unit, including that of the Applicant, the Unit Operator and 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, be and hereby

are pooled in the Subject Formations in the Subject Formation in the Subject Drilling Unit underlying and comprised of the Subject Lands.

Pursuant to the Nora Coal Field Rules promulgated under the authority of Va. Code § 45.1-361.20, the Board has adopted the following method for the calculation of production and revenue and allocation of allowable costs for the production of Coalbed Methane Gas.

For Frac Well Gas. - Gas shall be produced from and allocated to only the 58.77 acre drilling unit in which the well is located according to the undivided interests of each Owner/Claimant within the unit, which undivided interest shall be the ratio (expressed as a percentage) that the amount of mineral acreage within each separate tract that is within the Subject Drilling Unit, when platted on the surface, bears to the total mineral acreage, when platted on the surface, contained within the entire 58.77-acre drilling unit in the manner set forth in the Nora Field Rules.

8. Election and Election Period: In the event any Owner or Claimant named in **Exhibit B** has not 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 or Claimant and the Applicant or the Unit 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 herein to the designated Unit Operator at the address shown below within thirty (30) days from the date of receipt of a copy of this Order. 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 or Claimant named in **Exhibit B** who has not reached a voluntary agreement with the Applicant or Unit Operator may elect to participate in the Well development and operation in 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:

Completed-for-Production Costs: \$211,780.00

A Participating Operator's proportionate cost hereunder shall be the result obtained by multiplying the Participating Operator's "Interest Within Unit" as set forth herein in the attached **Exhibit B** times the Estimated Completed-for-Production Costs set forth 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 Well development and operation in Subject Drilling Unit under Paragraph 9.1 above, any Gas Owner or Claimant named in **Exhibit B** hereto who has not reached a voluntary agreement with the Unit 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 and operation covered by this Order multiplied by that person's 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 or Claimant. 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 person in and to the Gas produced from Subject Formation in the Subject Lands, except, however, for the 1/8th royalties due hereunder.

Subject to a final legal determination of ownership, 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 have and hereby does assign its right, interests, and claims in and to the

Gas produced from Subject Formation in the Subject Drilling Unit to the Applicant.

- 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 Well 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 or Claimant named in **Exhibit B** who has not reached a voluntary agreement with the Unit Operator may elect to share in the well development and operation in 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 and operation.

Subject to a final legal determination of ownership, 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 Applicant for the period of time during which its 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 named in **Exhibit B** hereto has not reached a voluntary agreement with the Applicant or Unit Operator and fails to elect 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 Well development and operation in 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 said Gas produced from Subject Formation in 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 **Exhibit B** 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 **Exhibit B** is unable to reach a voluntary agreement to share in the Well development and operation in Subject Drilling Unit at a rate of payment agreed to mutually by said Gas Owner or Claimant and the Unit Operator, and said person elects or fails to elect to do other than participate under Paragraph 9.1 above in the Well development and operation 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 Production Company** shall be and hereby is designated as Unit Operator authorized to drill and operate the Well(s) in Subject Formations in Subject Drilling Unit, all subject to the permit provisions contained in Va. Code §§ 45.1-361.27 et seq.; §§ 4 VAC 25-150 et seq., Gas and Oil Regulations; §§ 4 VAC 25-160 et seq., Virginia

Gas and Oil Board Regulations; Oil and Gas Conservation Board ("OGCB") Order establishing the Nora Coal Bed Gas Field Rules entered March 26, 1989; 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 Production Company
1710 Pennsylvania Avenue
Charleston, WV 25328
Phone: (304) 348-3800
Fax: (304) 344-0363
Attn: Melanie Freeman

14. Commencement of Operations: Unit Operator shall commence or cause to commence operations for the drilling of the Well within Subject Drilling Unit within seven hundred thirty (730) days from the date of this Order, and shall prosecute the same with due diligence. If the Unit Operator has not so commenced and/or prosecuted, then this order shall terminate, except for any cash sums then 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 the well covered by this Order is permanently abandoned and plugged. However, in the even at 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 the Well(s) has been paid the full amounts due under the terms of this Order.

16. Escrow Provisions:

The Applicant represented to the Board that there **are** unknown or unlocatable claimants in Subject Drilling Unit whose payments are subject to the provisions of Paragraph 16.1 hereof in the Subject Drilling Unit; and, the Unit Operator has represented to the Board that there **are** conflicting claimants in the Subject Drilling Unit whose payments are subject to the provisions of Paragraph 16.2 hereof. Therefore, by this Order, the Escrow Agent named herein or any successor named by the Board, **is** required to establish an interest-bearing escrow account for **Tracts 2,3,4, & 5** of Subject Drilling Unit (herein "Escrow Account"), and to receive and account to the Board pursuant to its agreement for the escrowed funds hereafter described in Paragraphs 16.1 and 16.2:

Wachovia Bank
 Corporate Trust PA1328
 123 South Broad Street
 Philadelphia, PA 19109-1199
 Attn: Rachel Rafferty

16.1 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 Unit Operator into the Escrow Account, commencing within one hundred twenty (120) 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 being deposited. 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.

16.2 Escrow Provisions For Conflicting Claimants: If any payment of bonus, royalty payment, proceeds in excess of ongoing operational expenses, or other payment due and owing under this Order cannot be made because the person entitled thereto cannot be made certain due to conflicting claims of ownership and/or a defect or cloud on the title, then such cash bonus, royalty payment, proceeds in excess of ongoing operational expenses, or other payment, together with Participating Operator's Proportionate Costs paid to Unit Operator pursuant to Paragraph 9.1 hereof, if any, (1) shall not be commingled with any funds of the Unit Operator; and (2) shall, pursuant to Va. Code §§ 45.1-361.22.A.2, 45.1-361.22.A.3 and 45.1-361.22.A.4, be deposited by the Operator into the Escrow Account within one hundred twenty (120) days of recording of this Order, and continuing thereafter on a monthly basis with each deposit to be made 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.

17. Special Findings: The Board specifically and specially finds:

17.1. Applicant is **Equitable Production Company**, a West Virginia corporation, duly authorized and qualified to transact business in the Commonwealth of Virginia;

17.2. Applicant **Equitable Production Company** has authority to develop and maintain the properties and assets now owned or hereafter

- acquired, has agreed to explore, develop and maintain those properties and assets, and has consented to serve as Coalbed Methane Gas Unit Operator for Subject Drilling Unit and to faithfully discharge the duties imposed upon it as Unit Operator by statute and regulations;
- 17.3. Applicant **Equitable Production Company** is an operator in the Commonwealth of Virginia, and has satisfied the Board's requirements for operations in Virginia;
- 17.4 Applicant **Equitable Production Company** claims ownership of gas leases, Coalbed Methane Gas leases, and/or coal leases representing **83.97156** percent of the oil and gas interest/claims in and to Coalbed Methane Gas and **100** percent of the coal interest/claims in and to Coalbed Methane Gas in Subject Drilling Unit; and, Applicant claims the right to explore for, develop and produce Coalbed Methane Gas from Subject Formations in Subject Drilling Unit in County, Virginia, which Subject Lands are more particularly described in **Exhibit A**;
- 17.5. The estimated total production from Subject Drilling Unit is **500 MMCG**. The estimated amount of reserves from the Subject Drilling Unit is **500 MMCG**;
- 17.6. Set forth in **Exhibit B**, is the name and last known address of each Owner or Claimant identified by the Applicant as having or claiming an interest in the Coalbed Methane Gas in Subject Formation in Subject Drilling Unit underlying and comprised of Subject Lands, who has not, in writing, leased to the Applicant or the Unit Operator or agreed to voluntarily pool his interests in Subject Drilling Unit for its development. The interests of the Respondents listed in **Exhibit B** comprise **16.02844** percent of the oil and gas interests/claims in and to Coalbed Methane Gas and **0** percent of the coal interests/claims in and to Coalbed Methane Gas in Subject Drilling Unit;
- 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 the Wells are those options provided in Paragraph 9 above;
- 17.8 The relief requested and granted is just and reasonable, is supported by substantial evidence and will afford each person listed and named in **Exhibit B** hereto the opportunity to recover or receive, without unnecessary expense, such person's just and fair share of the production from Subject Drilling Unit. The granting of the Application and relief requested therein will ensure to the extent possible the greatest ultimate recovery of Coalbed Methane Gas, 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 recording of this Order stating that a true and correct copy of said Order was mailed within seven (7) days from the date of its receipt by Unit Operator to each Respondent named in **Exhibit B** pooled by this Order and 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.

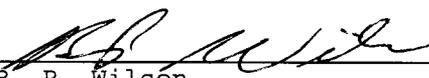
21. Appeals: Appeals of this Order are governed by the provisions of Va. Code Ann. § 45.1-361.9 which provides that any order or decision of the Board may be appealed to the appropriate circuit court.

22. Effective Date: This Order shall be effective as of the date of the Board's approval of this Application, which is set forth at Paragraph 1 above.

DONE AND EXECUTED this 17th day of May, 2004, by a majority of the Virginia Gas and Oil Board.


Chairman, Benny R. Wampler

DONE AND PERFORMED this 15th day of June, 2004 by Order of this Board.


B. R. Wilson
Principal Executive To The Staff
Virginia Gas and Oil Board

STATE OF VIRGINIA)
COUNTY OF WISE)

Acknowledged on this 17th day of May, 2004, 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.


Notary Public

My commission expires: 7/31/06

STATE OF VIRGINIA)
COUNTY OF WASHINGTON)

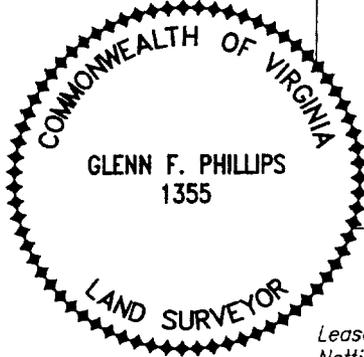
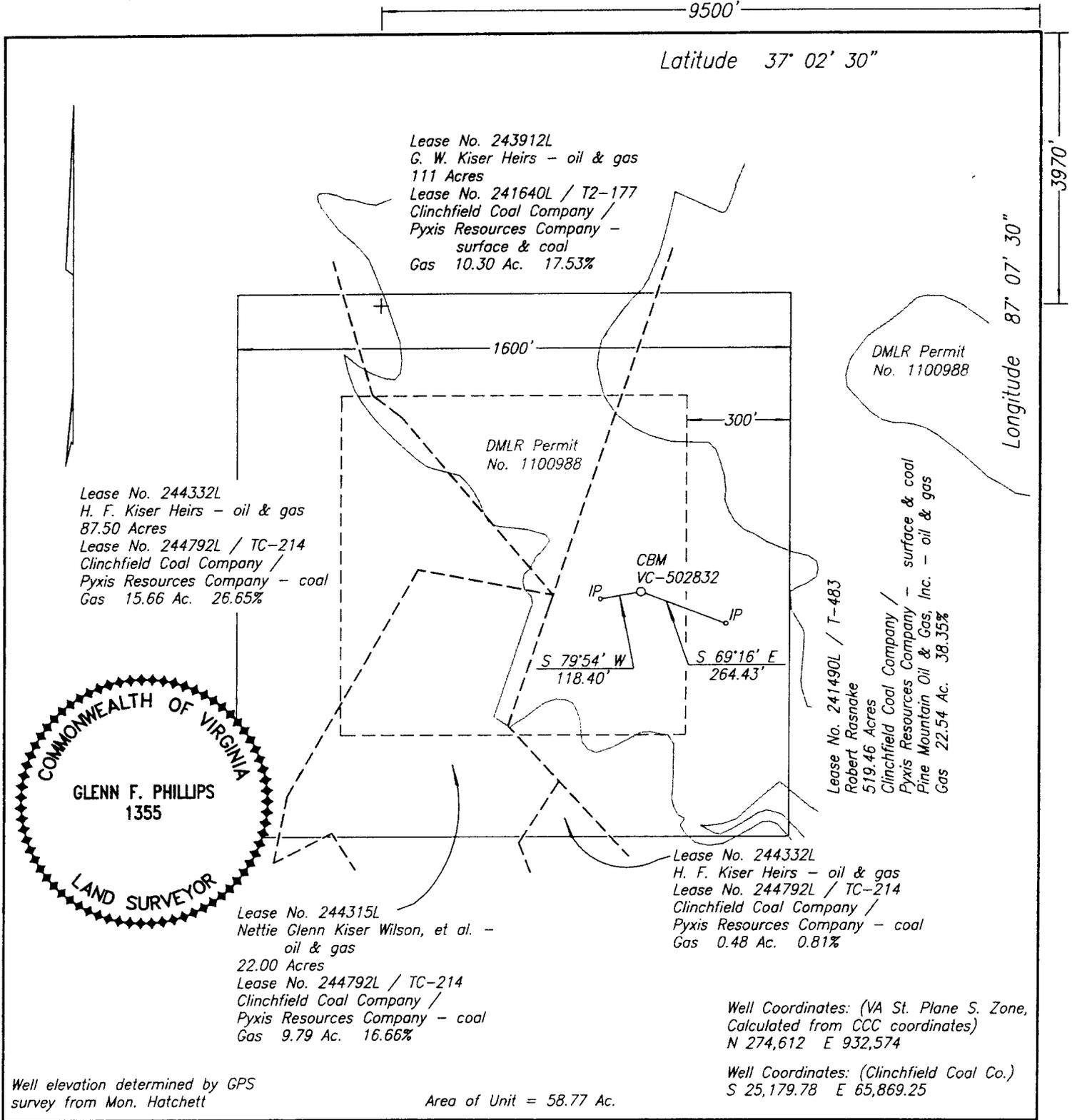
Acknowledged on this 1st day of June, 2004, personally before me a notary public in and for the Commonwealth of Virginia, appeared B. R. Wilson, being duly sworn did depose and say that he is Principal Executive to the Staff of the Virginia Gas and Oil Board, that he executed the same and was authorized to do so.

Diane J. Davis

Notary Public

My commission expires: 9/30/05

Order Recorded Under Code of
Virginia Section 48.1-501.23



WELL LOCATION PLAT

COMPANY Equitable Production Company WELL NAME AND NUMBER VC-502832
 TRACT NO. T-483 ELEVATION 2,503.86' QUADRANGLE Duty
 COUNTY Russell DISTRICT Castlewood SCALE 1" = 400' DATE 11-08-2002

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"
VC-502832
 Revised 4/7/2004

BOOK **610** PAGE **128**

<u>TRACT</u>	<u>LESSOR</u>	<u>LEASE STATUS</u>	<u>INTEREST WITHIN UNIT</u>	<u>GROSS ACREAGE IN UNIT</u>
<u>Gas Estate Only</u>				
1	Pittston Company c/o Pine Mountain Oil & Gas, Inc. Attn: Richard Brillhart P. O. Box 5100 Lebanon, VA 24226	Leased-EPC 241490.01 T-483	38.35000000%	22.5400
2	Nettie G. Kiser Wilson, Widow P. O. Box 294 Cleveland, VA 24225	Leased-EREC 244332.01	0.01500000%	0.0089
	Roland Delmer Kiser, Single P. O. Box 194 Cleveland, VA 24225	Unleased	0.01500000%	0.0089
	Ruby Ethel Kiser Estate c/o Kennie O'Dell Kiser P O Box 62 Cleveland, VA 24225	Leased-EREC 244332.09	0.01500000%	0.0089
	Kennie O'Dell Kiser & Thelma Kiser, H/W P. O. Box 62 Cleveland, VA 24225	Leased-EREC 244332L 11	0.01500000%	0.0089
	Alma Simmerly, Widow P. O. Box 1624 Honaker, VA 24260	Leased-EREC 244332L 15	0.01500000%	0.0089
	Delphia Wilson & Roy Lee Wilson, W/H HC 4 Box 304 Bee, VA 24217	Leased-EREC 244332L 29	0.00214300%	0.0013
	Alden Wilson & Ella Wilson, H/W 1867 E. Old Philadelphia Road Elkton, MD 21921	Unleased	0.00214300%	0.0013
	Curtis Wilson & Connie Wilson, H/W 1867 E. Old Philadelphia Road Elkton, MD 21921	Unleased	0.00214300%	0.0013

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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>
	Lonnie Wilson & Pam Wilson, H/W 3478 Cunningham Road Thomasville, NC 27360	Unleased	0.00214300%	0.0013
	Giles Wilson & Charlotte Wilson, H/W Route 1 Box 338 Cleveland, VA 24225	Unleased	0.00214300%	0.0013
	Johnny Lee Rosenbaum, Single 1730 Clifton Road Bristol, TN 37621	Unleased	0.00071400%	0.0004
	Joe Canter Address Unknown	Unleased	0.00071400%	0.0004
	Alicia Rosenbaum, single 18484 Woodland Hills Road Abingdon, VA 24210	Unleased	0.00071400%	0.0004
	Wanda Loudermilk Jones 995 E. Old Philadelphia Road Elkton, MD 21921	Unleased	0.00053500%	0.0003
	Carolyn Rinehart & Richard Rinehart, W/H 1656 Pricipia Road Port Deposit, MD 21904	Unleased	0.00053500%	0.0003
	Sharon Jones & Bobby Jones, W/H 2817 Biggs Highwat North East, MD 21901	Unleased	0.00053500%	0.0003
	Randall Head & Teresa A. Head, H/W 1279 Old Elk Neck Road Elkton, MD 21921	Unleased	0.00053600%	0.0003
	Dallas Brooks Kiser, Single Star Route Box 25 Cleveland, VA 24225	Leased-EREC 244332L 13	0.09000000%	0.0533

EXHIBIT "B"
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BOOK **610** PAGE **130**

<u>TRACT</u>	<u>LESSOR</u>	<u>LEASE STATUS</u>	<u>INTEREST WITHIN UNIT</u>	<u>GROSS ACREAGE IN UNIT</u>
	Ama Kiser Vance, Widow 409 West Main Street Apt. 4 Tazewell, VA 24651-1064	Unleased	0.01125000%	0.0067
	James Kiser & Christine Kiser, H/W 719 St. Paul Street Newport News, VA 23605	Unleased	0.01125000%	0.0067
	Nellie Kiser Wells, Single 2128 A Street Augusta, GA 30904	Unleased	0.01125000%	0.0067
	Lila Elizabeth Kiser, Single 2416 Lamberts Avenue Richmond, VA 23234	Unleased	0.01125000%	0.0067
	Margaret Marie Kiser Heirs Address Unknown	Unleased	0.01125000%	0.0067
	Elaine Craft Heirs Address Unknown	Unleased	0.01125000%	0.0067
	William Arthur Kiser & Sylvia Kiser, H/W 421 Beauregard Drive Chesapeake, VA 23322	Unleased	0.01125000%	0.0067
	Woodrow Childs, Widower Address Unknown	Unleased	0.01125000%	0.0067
	Delphia Musick Ball, Widow P O Box 58 Davenport, VA 24239	Leased - EREC 244332L 30	0.00818200%	0.0048
	Willard Wilson, Single Route 2 Box 332 Cleveland, VA 24225	Leased-EREC 244332L 12	0.00818200%	0.0048
	Thurman Musick P O Box 1392 Lebanon, VA 24266	Leased-EREC 244332L 10	0.00818200%	0.0048
	Betty Musick, Widow Route 2 Box 167 Cleveland, VA 24225	Leased-EREC 244332L 14	0.00818200%	0.0048

EXHIBIT "B"
VC-502832

Revised 4/7/2004

BOOK 610 PAGE 131

<u>TRACT</u>	<u>LESSOR</u>	<u>LEASE STATUS</u>	<u>INTEREST WITHIN UNIT</u>	<u>GROSS ACREAGE IN UNIT</u>
	Thelma Musick, Widow Address Unknown	Unleased	0.00818200%	0.0048
	Elwood Musick, Single 15177 Douglas Street Culpeper, VA 22701	Leased - EREC 244332L 31	0.00818200%	0.0048
	Ina Musick, Widow 667 Hunting Hill Road Piney Flats, TN 37686	Unleased	0.00818200%	0.0048
	Hubert Musick & Jo Anne Musick, H/W P. O. Box 202 Honaker, VA 24260	Leased-EREC 244332L 18	0.00818200%	0.0048
	Dorothy Johnson, Single Route 4 Box 177-B Lebanon, VA 24266	Leased-EREC 244332L 16	0.00818200%	0.0048
	Scarlet Baker & Henry Baker, W/H P. O. Box 2374 Lebanon, VA 24266	Leased-EREC 244332L 27	0.00163600%	0.0010
	Sparker Floyd Musick & Dolly Musick, H/W 17085 Brumley Gap Road Abingdon, VA 24210	Leased-EREC 244332L 28	0.00163600%	0.0010
	Raymond Musick & Patsy Musick, H/W Box 1245 Stewart, VA 24171	Unleased	0.00163600%	0.0010
	Samuel Musick & Linda Musick, H/W 1085 Bellamy Lane Portsmouth, OH 45663	Unleased	0.00163600%	0.0010
	Patrick F. Musick 21105 Currie Warren, MI 48091	Leased-EREC 244332L 22	0.00081800%	0.0005

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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>
	Keith A. Musick 21105 Currie Warren, MI 48091	Leased-EREC 244332L 22	0.00081800%	0.0005
	Mildred Kendrick & Claude Kendrick, W/H Address Unknown	Unleased	0.00136400%	0.0008
	Edith Matson, Widow 5678 SR 133 Batavia, OH 45103	Unleased	0.00136400%	0.0008
	Sally Musick, Widow Route 1 Box 710 Cleveland, VA 24225	Leased-EREC 244332L 17	0.00136400%	0.0008
	Cecil Musick & Irene Musick, H/W Route 2 Box 114 Cleveland, VA 24225	Leased-EREC 244332.07	0.00136400%	0.0008
	James H. Musick & Annie Bea Musick, H/W Route 2 Box 76B Cleveland, VA 24225	Leased-EREC 244332.08	0.00136400%	0.0008
	Fred Musick & Allie Musick, H/W Address Unknown	Unleased	0.00136400%	0.0008
	Velva Kiser Breeding & Clويد Breeding, W/H Route 1 Box 441 Cleveland, VA 24225	Leased-EREC 244332L 23	0.09000000%	0.0533
	Gladys Gilbert, Widow 8809 Portner Ave., Apt. #2 Manassas, VA 20110	Unleased	0.02250000%	0.0133
	Pauline Butler, Single 334 S. Rogers Street Aberdeen, MD 21001	Leased-EREC 244332.05	0.02250000%	0.0133

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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>
	Pridemore Powers & Betty Powers, H/W 3265 Grand Avenue Abilene, TX 79675	Unleased	0.02250000%	0.0133
	Maynard Powers, Deceased Address Unknown	Unleased	0.02250000%	0.0133
	Bertie Counts, Widow Box 61 Castlewood, VA 24224	Leased-EREC 244332L 24	0.01800000%	0.0107
	<u>Julie Kiser Heirs</u> Anita Conaway & Wayne Conaway, W/H HCR 01 Box 409 Birchleaf, VA 24220	Leased-EREC 244332L 19	0.00900000%	0.0053
	Donnie Kiser & Diann Kiser, H/W P. O. Box 72 Lawndale, NC 28090	Leased-EREC 244332L 26	0.00900000%	0.0053
	Maudie Stevens, Single HCR 01 Box 405 Birchleaf, VA 24220	Leased-EREC 244332L 20	0.01800000%	0.0107
	Donald Kiser, Single Star Route Box 38 Cleveland, VA 24225	Leased-EREC 244332L 21	0.01800000%	0.0107
	Vadie Blankenship & Edwin Blankenship, W/H 26934 Watauga Road Abingdon, VA 24211-7356	Unleased	0.01800000%	0.0107
	Anne J. Campbell, Widow Route 1 Box 42 Cleveland, VA 24225	Leased-EREC 244332.03	0.03000000%	0.0178
	Delphia Combs, Widow General Delivery Cleveland, VA 24225	Leased-EREC 244332.04	0.03000000%	0.0178

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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>
	Inas Counts, Widow P. O. Box 2995 Lebanon, VA 24226	Leased-EREC 244332.02	0.03000000%	0.0178
	Elsie Mae Kiser Counts, Widow Route 2 Box 70 Cleveland, VA 24225	Leased-EREC 244332.25	0.09000000%	0.0534
3	Nettie Glenn Kiser Wilson, Widow PO Box 294 Cleveland, VA 24225	Leased-EPC 244315.01	2.77666700%	1.6317
	Roland Delmer Kiser General Delivery Cleveland, VA 24225	Unleased	2.77666700%	1.6317
	Ruby Ethel Kiser, Single c/o Kennie O'Dell Kiser PO Box 62 Cleveland, VA 24225	Unleased	2.77666700%	1.6317
	Kennie O'Dell Kiser and Thelma Kiser, H/W PO Box 62 Cleveland, VA 24225	Leased	2.77666700%	1.6317
	Alma Simmerley, widow General Delivery Honaker, VA 24260	Leased	2.77666700%	1.6317
	Delphia Wilson and Roy Lee Wilson W/H Route A, Box 314 Bee, VA 24217	Unleased	0.39666700%	0.2331
	Alden Wilson and Ella Wilson, H/W E. Old Philadelphia Road Elkton, MD 21921	Unleased	0.39666700%	0.2331
	Curtis Wilson and Connie Wilson, H/W 1867 E. Old Philadelphia Road Elkton, MD 21921	Unleased	0.39666700%	0.2331

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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>
	Lonnie Wilson and Pam Wilson, H/W Route 2 Thomasville, NC 27360	Unleased	0.39666700%	0.2331
	Giles Wilson and Charlotte Wilson, H/W Rt. 1, Box 338 Cleveland, VA 24225	Unleased	0.39666700%	0.2331
	Johnny Lee Rosenbaum 1730 Clifton Road Bristol, TN 37621	Unleased	0.13222200%	0.0777
	Joe Canter Unknown	Unleased	0.13222200%	0.0777
	Alicia Rosenbaum 18484 Woodland Hills Road Abingdon, VA 24210	Unleased	0.13222200%	0.0777
	Wanda Loudermilk Jones 995 E. Old Philadelphia Road Elkton, MD 21921	Unleased	0.09916600%	0.0583
	Carolyn Rinehart and Richard Rinehart, W/H 1656 Principia Road Elkton, MD 21921	Unleased	0.09916600%	0.0582
	Sharon Jones and Bobby Jones, W/H 2817 Biggs Highway North East, MD 21901	Unleased	0.09916600%	0.0582
	Randy Head and Terry Head, H/W 1279 Old Elk Neck Road Elkton, MD 21921	Unleased	0.09916600%	0.0582
4	Nettie G. Kiser Wilson, Widow P. O. Box 294 Cleveland, VA 24225	Leased-EREC 244332.01	0.49351900%	0.2900

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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>
	Roland Delmer Kiser, Single P. O. Box 194 Cleveland, VA 24225	Unleased	0.49351900%	0.2900
	Ruby Ethel Kiser Estate c/o Kennie O'Dell Kiser P O Box 62 Cleveland, VA 24225	Leased-EREC 244332.09	0.49351900%	0.2900
	Kennie O'Dell Kiser & Thelma Kiser, H/W P. O. Box 62 Cleveland, VA 24225	Leased-EREC 244332L 11	0.49351900%	0.2900
	Alma Simmerly, Widow P. O. Box 1624 Honaker, VA 24260	Leased-EREC 244332L 15	0.49351900%	0.2900
	Delphia Wilson & Roy Lee Wilson, W/H HC 4 Box 304 Bee, VA 24217	Leased-EREC 244332L 29	0.07050300%	0.0414
	Alden Wilson & Ella Wilson, H/W 1867 E. Old Philadelphia Road Elkton, MD 21921	Unleased	0.07050300%	0.0414
	Curtis Wilson & Connie Wilson, H/W 1867 E. Old Philadelphia Road Elkton, MD 21921	Unleased	0.07050300%	0.0414
	Lonnie Wilson & Pam Wilson, H/W 3478 Cunningham Road Thomasville, NC 27360	Unleased	0.07050300%	0.0414
	Giles Wilson & Charlotte Wilson, H/W Route 1 Box 338 Cleveland, VA 24225	Unleased	0.07050300%	0.0414
	Johnny Lee Rosenbaum, Single 1730 Clifton Road Bristol, TN 37621	Unleased	0.02350100%	0.0138

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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>
	Joe Canter Address Unknown	Unleased	0.02350100%	0.0138
	Alicia Rosenbaum, single 18484 Woodland Hills Road Abingdon, VA 24210	Unleased	0.02350100%	0.0138
	Wanda Loudermilk Jones 995 E. Old Philadelphia Road Elkton, MD 21921	Unleased	0.01762500%	0.0104
	Carolyn Rinehart & Richard Rinehart, W/H 1656 Pricipia Road Port Deposit, MD 21904	Unleased	0.01762500%	0.0104
	Sharon Jones & Bobby Jones, W/H 2817 Biggs Highwat North East, MD 21901	Unleased	0.01762500%	0.0104
	Randall Head & Teresa A. Head, H/W 1279 Old Elk Neck Road Elkton, MD 21921	Unleased	0.01762600%	0.0104
	Dallas Brooks Kiser, Single Star Route Box 25 Cleveland, VA 24225	Leased-EREC 244332L 13	2.96111100%	1.7400
	Ama Kiser Vance, Widow 409 West Main Street Apt. 4 Tazewell, VA 24651-1064	Unleased	0.37013900%	0.2175
	James Kiser & Christine Kiser, H/W 719 St. Paul Street Newport News, VA 23605	Unleased	0.37013900%	0.2175
	Nellie Kiser Wells, Single 2128 A Street Augusta, GA 30904	Unleased	0.37013900%	0.2175

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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>
	Lila Elizabeth Kiser, Single 2416 Lamberts Avenue Richmond, VA 23234	Unleased	0.37013900%	0.2175
	Margaret Marie Kiser Heirs Address Unknown	Unleased	0.37013900%	0.2175
	Elaine Craft Heirs Address Unknown	Unleased	0.37013900%	0.2175
	William Arthur Kiser & Sylvia Kiser, H/W 421 Beauregard Drive Chesapeake, VA 23322	Unleased	0.37013900%	0.2175
	Woodrow Childs, Widower Address Unknown	Unleased	0.37013900%	0.2175
	Delphia Musick Ball, Widow P O Box 58 Davenport, VA 24239	Leased - EREC 244332L 30	0.26919200%	0.1582
	Willard Wilson, Single Route 2 Box 332 Cleveland, VA 24225	Leased-EREC 244332L 12	0.26919200%	0.1582
	Thurman Musick P O Box 1392 Lebanon, VA 24266	Leased-EREC 244332L 10	0.26919200%	0.1582
	Betty Musick, Widow Route 2 Box 167 Cleveland, VA 24225	Leased-EREC 244332L 14	0.26919200%	0.1582
	Thelma Musick, Widow Address Unknown	Unleased	0.26919200%	0.1582
	Elwood Musick, Single 15177 Douglas Street Culpeper, VA 22701	Leased - EREC 244332L 31	0.26919200%	0.1582
	Ina Musick, Widow 667 Hunting Hill Road Piney Flats, TN 37686	Unleased	0.26919200%	0.1582

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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>
	Hubert Musick & Jo Anne Musick, H/W P. O. Box 202 Honaker, VA 24260	Leased-EREC 244332L 18	0.26919200%	0.1582
	Dorothy Johnson, Single Route 4 Box 177-B Lebanon, VA 24266	Leased-EREC 244332L 16	0.26919200%	0.1582
	Scarlet Baker & Henry Baker, W/H P. O. Box 2374 Lebanon, VA 24266	Leased-EREC 244332L 27	0.05383800%	0.0316
	Sparker Floyd Musick & Dolly Musick, H/W 17085 Brumley Gap Road Abingdon, VA 24210	Leased-EREC 244332L 28	0.05383800%	0.0316
	Raymond Musick & Patsy Musick, H/W Box 1245 Stewart, VA 24171	Unleased	0.05383800%	0.0316
	Samuel Musick & Linda Musick, H/W 1085 Bellamy Lane Portsmouth, OH 45663	Unleased	0.05383800%	0.0316
	Patrick F. Musick 21105 Currie Warren, MI 48091	Leased-EREC 244332L 22	0.02691900%	0.0158
	Keith A. Musick 21105 Currie Warren, MI 48091	Leased-EREC 244332L 22	0.02691900%	0.0158
	Mildred Kendrick & Claude Kendrick, W/H Address Unknown	Unleased	0.04486500%	0.0264
	Edith Matson, Widow 5678 SR 133 Batavia, OH 45103	Unleased	0.04486500%	0.0264

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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>
	Sally Musick, Widow Route 1 Box 710 Cleveland, VA 24225	Leased-EREC 244332L 17	0.04486500%	0.0264
	Cecil Musick & Irene Musick, H/W Route 2 Box 114 Cleveland, VA 24225	Leased-EREC 244332.07	0.04486500%	0.0264
	James H. Musick & Annie Bea Musick, H/W Route 2 Box 76B Cleveland, VA 24225	Leased-EREC 244332.08	0.04486500%	0.0263
	Fred Musick & Allie Musick, H/W Address Unknown	Unleased	0.04486500%	0.0263
	Velva Kiser Breeding & Clويد Breeding, W/H Route 1 Box 441 Cleveland, VA 24225	Leased-EREC 244332L 23	2.96111100%	1.7400
	Gladys Gilbert, Widow 8809 Portner Ave., Apt. #2 Manassas, VA 20110	Unleased	0.74027800%	0.4350
	Pauline Butler, Single 334 S. Rogers Street Aberdeen, MD 21001	Leased-EREC 244332.05	0.74027800%	0.4350
	Pridemore Powers & Betty Powers, H/W 3265 Grand Avenue Abilene, TX 79675	Unleased	0.74027800%	0.4350
	Maynard Powers, Deceased Address Unknown	Unleased	0.74027800%	0.4350
	Bertie Counts, Widow Box 61 Castlewood, VA 24224	Leased-EREC 244332L 24	0.59222200%	0.3480

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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>
	<u>Julie Kiser Heirs</u> Anita Conaway & Wayne Conaway, W/H HCR 01 Box 409 Birchleaf, VA 24220	Leased-EREC 244332L 19	0.29611100%	0.1740
	Donnie Kiser & Diann Kiser, H/W P. O. Box 72 Lawndale, NC 28090	Leased-EREC 244332L 26	0.29611100%	0.1740
	Maudie Stevens, Single HCR 01 Box 405 Birchleaf, VA 24220	Leased-EREC 244332L 20	0.59222200%	0.3480
	Donald Kiser, Single Star Route Box 38 Cleveland, VA 24225	Leased-EREC 244332L 21	0.59222200%	0.3480
	Vadie Blankenship & Edwin Blankenship, W/H 26934 Watauga Road Abingdon, VA 24211-7356	Unleased	0.59222200%	0.3480
	Anne J. Campbell, Widow Route 1 Box 42 Cleveland, VA 24225	Leased-EREC 244332.03	0.98703700%	0.5800
	Delphia Combs, Widow General Delivery Cleveland, VA 24225	Leased-EREC 244332.04	0.98703700%	0.5800
	Inas Counts, Widow P. O. Box 2995 Lebanon, VA 24226	Leased-EREC 244332.02	0.98703700%	0.5800
	Elsie Mae Kiser Counts, Widow Route 2 Box 70 Cleveland, VA 24225	Leased-EREC 244332.25	2.96111100%	1.7400
5	Nancy E. Counts Estate c/o Mildred Miller 2401 S Atlantic Avenue, Apt A401 New Smyrna Beach, FL 32169-3452	Leased-EPC 243912L01	4.38250000%	2.5750

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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>
	Tressa K. Patrick, Single c/o Louise Gentry 212 Oak Road Bristol, TN 37620	Leased-EPC 243912L02	0.21912500%	0.1288
	Cecil L. Kiser & Julie A. Kiser, H/W 2133 Summers Avenue Streetsboro, OH 44241	Leased-EPC 243912L03	2.19125000%	1.2875
	Wilma Johnson Porter & Dale C. Porter, Jr., W/H 235 Wheeler Road Lynchberg, VA 24504-5340	Leased-EPC 243912L04	0.21912500%	0.1288
	Alice B. Keen, Widow 4741 Showalter Rd NW Roanoke, VA 24017	Leased-EPC 243912L05	1.09562500%	0.6438
	Leon Kiser & Janice Kiser, H/W 315 Hill Road Bristol, TN 37620	Leased-EPC 243912L06	0.87650000%	0.5150
	Gaynell Johnson Sampson & Carl Edward Sampson, W/H 155 Poplar Terrace Drive Lynchburg, VA 24502-3387	Leased-EPC 243912L07	0.21912500%	0.1288
	Diana D. Kiser, Widow Route 4 Box 654 North Tazewell, VA 24630	Leased-EPC 243912L08	2.19125000%	1.2875
	Samuel J. Breeding Jr. & Betty Sue Breeding, H/W P O Box 293 Grundy, VA 24614	Leased-EPC 243912L09	1.09562500%	0.6438
	Lillian B. Crane & Percy V. Crane, W/H 6380 Virgil H Goode Hwy Rocky Mount, VA 24151-3384	Leased-EPC 243912L10	1.09562500%	0.6438
	Edith K. Wockenfuss & David E. Wockenfuss, W/H 207A 12th Street Clermont, FL 34711	Leased-EPC 243912L11	0.87650000%	0.5150

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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>
	Freddy Johnson & Darlene Johnson, H/W P O Box 503 Montvale, VA 24122	Leased-EPC 243912L12	0.21912500%	0.1288
	Sharon Dickson, Single 295 Bethel Dr #39 Bristol, TN 37620	Leased-EPC 243912L13	0.29216700%	0.1717
	Dorothy C. Kiser, Widow Attn: Larry Kiser P O Box 1565 Bristol, TN 37621	Leased-EPC 243912L14	0.87650000%	0.5150
	Ruby Marie Breeding Johnson & William C. Johnson, W/H 5519 Chenault Ave Orlando, FL 32839	Leased-EPC 243912L15	0.36520800%	0.2145
	Blaine Owens & Robin M. Owens, H/W 103 Jefferson Drive Bristol, VA 24201	Leased-EPC 243912L16	0.29216700%	0.1716
	Deborah L. Tomlinson & Terry L Tomlinson, W/H 132 North Clay St Coldwater, MI 49036	Leased-EPC 243912L17	0.36520800%	0.2145
	Larry D. Breeding & Kathy A. Breeding, H/W 1050 Granger Drive Jacksonville, FL 32221	Leased-EPC 243912L18	0.36520800%	0.2145
	Lana O. Duty & Sonny D. Duty, W/H 5950 Valley Road Springfield, TN 37172	Leased-EPC 243912L19	0.29216700%	0.1716
TOTAL GAS ESTATE			100.00000000%	58.7700
Percentage of Unit Leased			83.97156000%	
Percentage of Unit Unleased			16.02844000%	
Acreage in Unit Leased				49.3501
Acreage in Unit Unleased				9.4199

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TRACT

LESSOR

LEASE
STATUS

INTEREST
WITHIN
UNIT

GROSS
ACREAGE
IN UNIT

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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>
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Coal Estate Only

1	Pittston Company c/o Clinchfield Coal Company Attn: Steve Smith P. O. Box 7 Dante, VA 24237	Leased-EPC 241490.01 244792.01 T-483	38.35000000%	22.5400
2	Pittston Company c/o Clinchfield Coal Company Attn: Steve Smith P. O. Box 7 Dante, VA 24237	Leased-EPC 244792.01 TC-214	0.81000000%	0.4800
3	Pittston Company c/o Clinchfield Coal Company Attn: Steve Smith P. O. Box 7 Dante, VA 24237	Leased-EPC 244792.01 TC-214	16.66000000%	9.7900
4	Pittston Company c/o Clinchfield Coal Company Attn: Steve Smith P. O. Box 7 Dante, VA 24237	Leased-EPC 244792.01 TC-214	26.65000000%	15.6600
5	Pittston Company c/o Clinchfield Coal Company Attn: Steve Smith P. O. Box 7	Leased-EPC 241640.01 244792.01 T2-177	17.53000000%	10.3000

TOTAL COAL ESTATE

100.00000000% 58.7700

Percentage of Unit Leased
 Percentage of Unit Unleased

100.00000000%
 0.00000000%

Acreage in Unit Leased
 Acreage in Unit Unleased

58.7700
 0.0000

0402086

VIRGINIA: IN THE OFFICE OF THE CLERK OF THE CIRCUIT COURT OF RUSSELL COUNTY, 6-2, 2004. This deed was this day presented in said office, and upon the certificate of acknowledgment thereto annexed, admitted to record at 10:10 o'clock AM, after payment of \$ - tax imposed by Sec. 58.1-802.

Original returned this date to: D. DAVIS

TESTE: DOLLIE M. COMPTON, CLERK
 BY: Ann McReynolds D. CLERK