

INSTRUMENT PREPARED BY
VIRGINIA GAS AND OIL BOARD

ORDER RECORDED UNDER CODE
OF VIRGINIA SECTION 45.1-361.26

V I R G I N I A:

BEFORE THE VIRGINIA GAS AND OIL BOARD

| | | | |
|--------------------|--|---|--------------------------|
| APPLICANT: | CNX Gas Company LLC |) | VIRGINIA GAS |
| | |) | AND OIL BOARD |
| RELIEF SOUGHT: | (1) ESTABLISHMENT OF THE VP8SGU5 |) | |
| | 441.90 -ACRE SEALED GOB PRODUCTION |) | |
| | UNIT DEPICTED IN EXHIBIT AA HERETO |) | DOCKET NO. |
| | (herein "Subject Unit") |) | VGOB-07-1113-2083 |
| | PURSUANT TO VA. CODE § 45.1-361.20; |) | |
| | (2) POOLING OF INTERESTS IN |) | |
| | SUBJECT UNIT PURSUANT TO |) | |
| | VA. CODE § 45.1-361.22, FOR THE |) | |
| | PRODUCTION OF SEALED |) | |
| | COALBED METHANE GOB GAS FROM |) | |
| | DE-STRESSED FORMATIONS ASSOCIATED |) | |
| | WITH FULL-SEAM MINING OF COAL |) | |
| | (herein referred to as " GOB Gas "; |) | |
| | and (3) DESIGNATE THE APPLICANT |) | |
| | AS THE UNIT OPERATOR FOR THE |) | |
| | SUBJECT UNIT. |) | |
| | |) | |
| LEGAL DESCRIPTION: | |) | |
| | |) | |
| | SUBJECT UNIT AS DEPICTED ON EXHIBIT AA |) | |
| | HERETO AND MORE SPECIFICALLY DESCRIBED IN |) | |
| | PARAGRAPH 6.1, BELOW ("Subject Lands"): |) | |
| | VANSANT QUADRANGLE |) | |
| | PRATER MAGISTERIAL DISTRICT |) | |
| | BUCHANAN COUNTY, VIRGINIA |) | |

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 **November 13, 2007** Southwest Higher Education Center, Campus of Virginia Highlands Community College, Abingdon, Virginia.

2. Appearances: Mark Swartz, Esq, appeared for the Applicant. Sharon M. B. Pigeon of the Office of 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 a meaningful search of reasonably available sources to determine the identity and whereabouts of each gas and oil owner, coal owner, or mineral owner and/or potential owner,

i.e., person identified by Applicant as having ("Owner") or claiming ("Claimant") the rights to Coalbed Methane Gas in all Pennsylvania-aged coals below the Tiller Seam, including the Upper Seaboard, Greasy Creek, Middle Seaboard, Lower Seaboard, Upper Horsepen, Middle Horsepen, War Creek, Lower Horsepen, Pocahontas No. 9, Pocahontas No. 8, Pocahontas No. 7, Pocahontas No. 6, Pocahontas No. 5, Pocahontas No. 4, Pocahontas No. 3, Pocahontas No. 2 and various unnamed coal seams, coalbeds and rock strata associated therewith (hereafter "Subject Formations") in the Subject 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-3** 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 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 Unit are listed on **Exhibit E**. 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: **NONE.**

5. Dismissals: **NONE.**

6. Relief Requested:

6.1 Applicant requests creation of a sealed gob production unit consisting of 441.90 acres for the development and production of coalbed methane gas from the sealed gob (including all formations shown in Paragraph 3, above, that are or can be reasonably assumed to be in communication with the gob as defined in § 45.1-361.1, sometimes referred to herein as the "Subject Formation"), which drilling unit is further described and depicted in Exhibit "AA" annexed hereto and is further described as follows:

Beginning at a point in the Virginia South Coordinate System (NAD27) N:324434.000 E:955078.000 thence N75° 57'50" W 4.12 feet to a point; thence S88° 34'06" E 4762.49 feet to a point; thence N88° 34'30" W 5790.79 feet to a point; thence N00° 29'08" W 118.00 feet to a point; thence S86° 04'54" E 73.17 feet to a point; thence N07° 20'28" W 164.35 feet to a point; thence S88° 29'24" E 3415.19 feet to a point; thence N01° 34'47" E 5260.00 feet to a point; thence N88° 57'00" W 491.08 feet to a point; thence N01° 09'05" E 199.04 feet to a point; thence N86° 29'47" W 98.18 feet to a point; thence N01° 27'23" E 118.04 feet to a point; thence S88° 44'47" E 594.14 feet to a point; thence N00° 43'04" E 479.04 feet to a point; thence N88° 14'48" W 98.05 feet to a point; thence N01° 06'45" E 103.02 feet to a point; thence N88° 45'02" W 596.14 feet to a point; thence N01° 47'53" E 223.11 feet to a point; thence S85° 25'34" E 25.08 feet to a point; thence S88° 33'11" E 673.21 feet to a point; thence N01° 01'55" E 1277.21 feet to a point; thence N90° 00'00" E 432.00 feet to a point; thence S00° 34'54" W 197.01 feet to a point; thence S88° 48'36" E 1011.22 feet to a point; thence S01° 15'11" W 320.08 feet to a point; thence S86° 57'26" E 301.42 feet to a point; thence S01° 32'23" E 186.07 feet to a point; thence S87° 36'28" E 383.33 feet to a point; thence S00° 00'00" E 175.00 feet to a point; thence S86° 47'16" E 196.31 feet to a point; thence S01° 14'26" W 508.12 feet to a point; thence S01° 53'17" W 819.44 feet to a point; thence S87° 52'44" E 108.07 feet to a point; thence S01° 20'55" W 892.25 feet to a point; thence S01° 37'27" W

1305.52 feet to a point; thence N87° 57'17" W 112.07 feet to a point; thence S01° 05'44" W 366.07 feet to a point; thence S01° 17'14" W 979.25 feet to a point; thence S01° 18'07" W 308.08 feet to a point; thence S01° 30'38" W 986.34 feet to a point; thence S01° 16'08" W 316.08 feet to a point; thence S02° 32'01" W 565.55 feet to a point; thence N88° 34'45" W 4758.46 feet to point of beginning, containing approximately **441.90** +/- acres.

6.2 Applicant further 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 Unit, including those of the Applicant and of the known and unknown persons named in **Exhibit B-3** 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 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 Unit"); and, (2) that the Board designate **CNX Gas Company LLC** as the Unit Operator.

7. Relief Granted: The requested relief in this cause shall be and hereby is granted and:

7.1 The Board establishes and creates the **VP8SGU5** unit for the production of sealed gob gas (*including all formations listed in Paragraph 3, above, that are or can be reasonably assumed to be in communication with the gob as defined in § 45.1-361.1, sometimes referred to herein as the "Subject Formations"*) underlying and comprised of Subject Lands.

7.2 Unit Operator is hereby authorized to permit and convert existing holes or drill new wells, and to operate the wells for the purpose of producing coalbed methane gob gas from sealed gob unit VP8SGU5.

7.3 Pursuant to Va. Code § 45.1-361.21.C.3, **CNX Gas Company LLC** (hereafter "Unit Operator" or "Operator") is designated as the Unit Operator authorized to convert or drill and operate Wells in Subject Unit 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; all as amended from time to time; and

7.4 All the interests and estates in and to the Gas in Subject Unit, including that of the Applicant, the Unit Operator and of the known and unknown persons listed on **Exhibit B-3**, 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 Unit underlying and comprised of the Subject Lands.

7.5 The Board hereby adopts the following method for the calculation of production and revenue and allocation of allowable costs for the production Gob Gas:

For Gob Gas. - Gas shall be produced from and allocated to, and costs for participants shall be allocated to, only the **441.90**-acre **VP8SGU5** production unit 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 Unit, when platted on the surface, bears to the total mineral acreage, when platted on the surface, contained within the entire 441.90-acre production.

8. Election and Election Period: In the event any Owner or Claimant named in **Exhibit B-3** hereto does not reach a voluntary agreement to share in the operation of the well or wells located in the Subject Unit, at a rate of payment mutually agreed to by said Gas Owner or Claimant and the Unit Operator, then such person named 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 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 its 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-3** who has not reached a voluntary agreement with the Applicant or Unit Operator may elect to participate in the development and operation in the Subject 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 development and operation in the Subject 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 Unit are as follows:

Completed-for-Production Costs: **\$261,233.88**

Any gas owner and/or claimants named in **Exhibit B-3**, who elect this option (Option 1) understand and agree that their initial payment under this option is for their proportionate share of the Applicant's estimate of actual costs and expenses. It is also understood by all persons electing this option that they are agreeing to pay their proportionate share of the actual costs and expenses as determined by the operator named in this Board Order.

A Participating Operator's proportionate cost hereunder shall be the result obtained by multiplying the Participating Operators' "Interest in Unit" times the Completed-for-Production Cost 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 Completed-for-Production Cost 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 in Subject Unit under Paragraph 9.1 above, any Gas Owner or Claimant named in **Exhibit B-3** hereto who has not reached a voluntary agreement with the Unit Operator may elect to accept a cash bonus consideration of **\$1.00** per net mineral acre owned by such person **within the Subject Unit**, commencing upon entry of this Order and continuing annually until commencement of production from Subject 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 development and operation covered by this Order multiplied by that person's Interest Within Unit as set forth in **Exhibit B-3** [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 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 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 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 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-3 who has not reached a voluntary agreement with the Unit Operator may elect to share in the development and operation in Subject Unit on a carried basis (as a "Carried 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 Unit. Such Carried Operator's rights, interests, and claims in and to the Gas in Subject Unit shall be deemed and hereby are assigned to the Unit Operator until the proceeds from the sale of such Carried Operator's share of production from Subject 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 Operator's share of the Completed-for-Production Costs allocable to the interest of such Carried Operator. Any Gas Owner and/or Claimant named in **Exhibit B-3** who elects this option (Option 3) understands and agrees that Completed-for-Production Costs are the Operator's actual costs for well development and operation. 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 Operator shall automatically revert back to such Carried Operator, and from and after such reversion, such Carried 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 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 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 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-3** 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 development and operation in Subject 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 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-3** 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 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-3** is unable to reach a voluntary agreement to share in the development and operation in Subject 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 development and operation in Subject 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 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): **CNX Gas Company LLC** shall be and hereby is designated as Unit Operator authorized to convert and/or drill and operate the Well(s) in Subject Formations in Subject 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; 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:

CNX Gas Company LLC
2481 John Nash Blvd.
Bluefield, WV 24701
Attn: Leslie K. Arrington

14. Commencement of Operations: Unit Operator shall commence or cause to commence operations for gas production within Subject 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 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 Unit to the extent that costs incurred in the drilling or operation on the Subject 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 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 no** unknown or unlocatable claimants in Subject Unit whose payments are subject to the provisions of Paragraph 16; and, the Unit Operator has represented to the Board that there **are** conflicting claimants in the Subject 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 the Subject Unit (herein "Escrow Account"), **Tracts 2A, 2B, 2C, 2D, 2G, 3F, 4B, 4C, 4D, 4E, 4F, 4G and 5**, 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, N.A.
VA7515
P.O. Box 14061
Roanoke, VA 24038
Attn: Judy Barger

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 **CNX Gas Company LLC**. Applicant is duly authorized and qualified to transact business in the Commonwealth of Virginia;

17.2. Applicant **CNX Gas Company LLC** has consented to serve as Coalbed Methane Gas Unit Operator for Subject Unit and to faithfully discharge the duties imposed upon it as Unit Operator by statute and regulations;

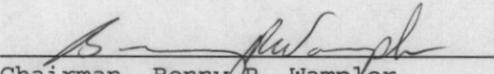
17.3. Applicant **CNX Gas Company LLC** is an operator in the Commonwealth of Virginia, and has satisfied the Board's requirements for operations in Virginia;

17.4 Applicant **CNX Gas Company LLC** claims ownership of gas leases, Coalbed Methane Gas leases, and/or coal leases representing **79.0609%** percent of the oil and gas interest/claims in and to Coalbed Methane Gas and **100.00%** percent of the coal interest/claims in and to Coalbed Methane Gas in Subject Unit; and, Applicant claims the right to explore for, develop and produce Coalbed Methane Gas from Subject Formations in Subject Unit in **Buchanan County**, Virginia, which Subject Lands are more particularly described in **Exhibit AA**;

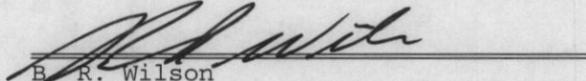
17.5. The estimated total production from Subject Unit is **0.5 - 1 BCF**;

- 17.6. Set forth in **Exhibit B-3**, 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 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 Unit for its development. The interests of the Respondents listed in **Exhibit B-3** comprise **20.9391%** percent of the oil and gas interests/claims in and to Coalbed Methane Gas and **0.0%** percent of the coal interests/claims in and to Coalbed Methane Gas in Subject 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-3** hereto the opportunity to recover or receive, without unnecessary expense, such person's just and fair share of the production from Subject 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-3** 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 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 31st day of January, 2008, by a majority of the Virginia Gas and Oil Board.

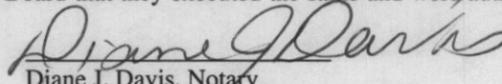

Chairman, Benny R. Wampler

DONE AND PERFORMED this 31st day of January 2008, by Order of this Board.


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

STATE OF VIRGINIA
COUNTY OF WASHINGTON

Acknowledged on this 31st day of January, 2008, personally before me a notary public in and for the Commonwealth of Virginia, appeared Benny R. Wampler, being duly sworn did depose and say that he is Chairman of the Virginia Gas and Oil Board, and 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 they executed the same and were authorized to do so.

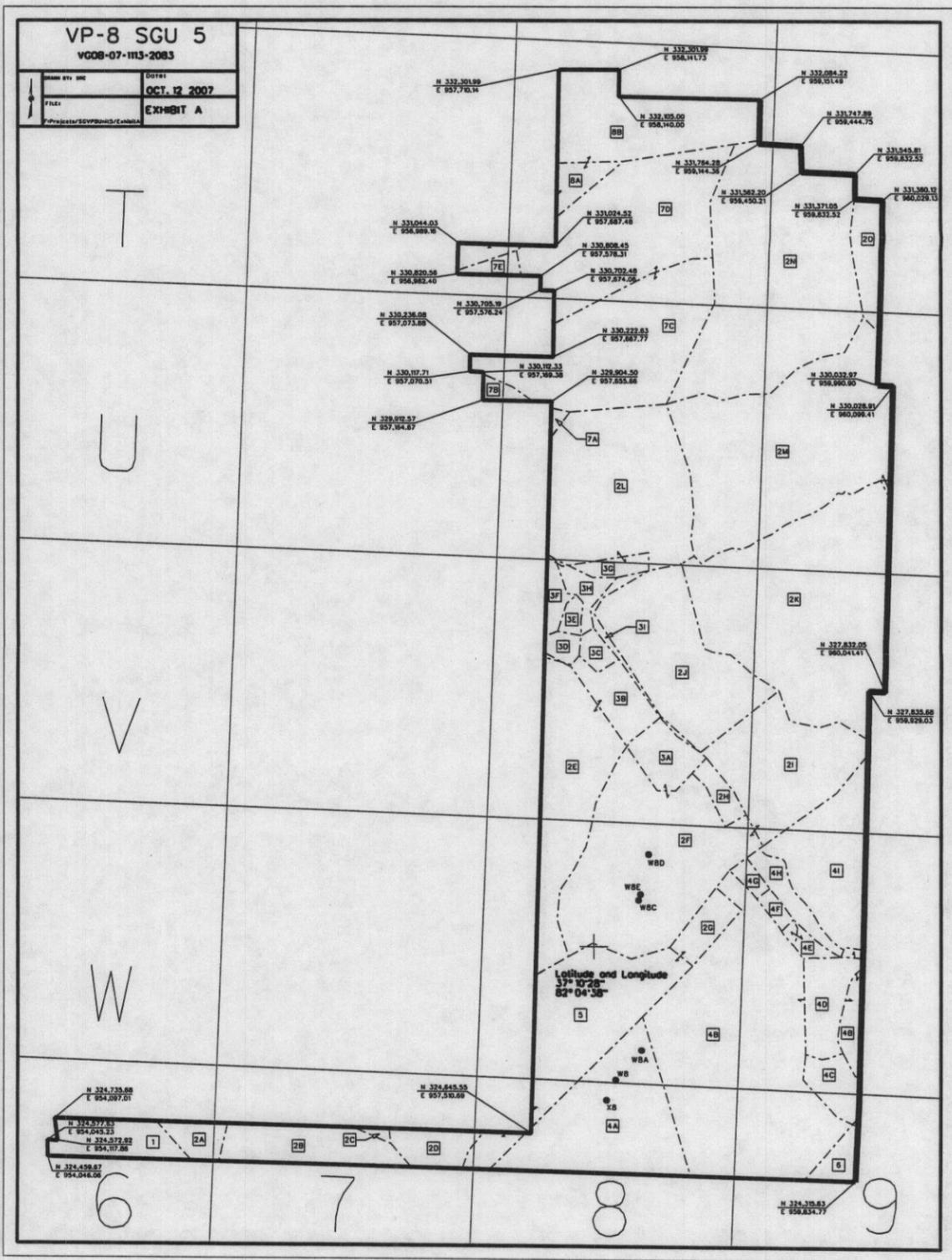

Diane J. Davis, Notary
174394

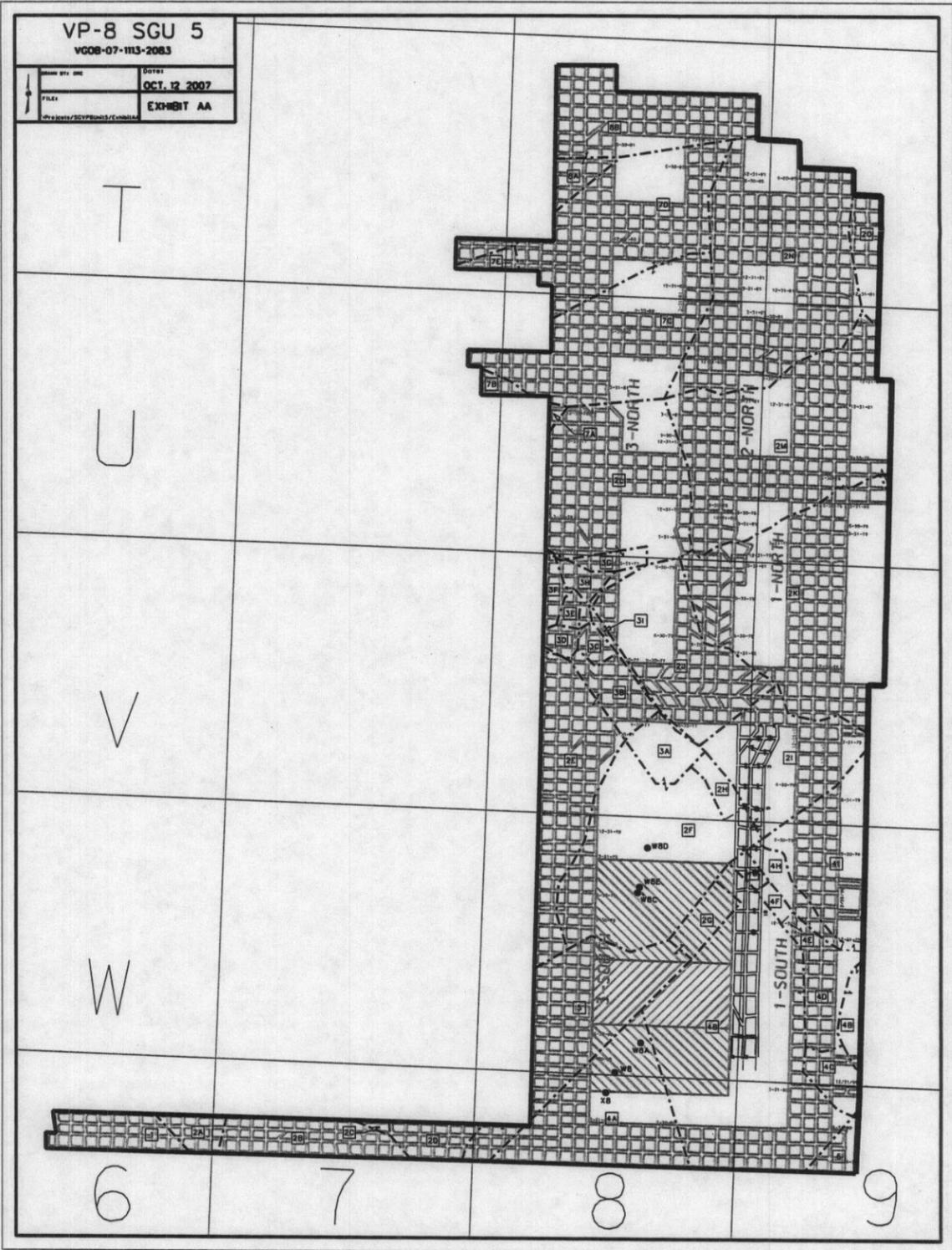
My commission expires: September 30, 2009

VP-8 SGU 5

VOOB-07-1113-2083

| | |
|-----------------|--------------------|
| Drawn by: DMC | Date: OCT. 12 2007 |
| File: EXHIBIT A | |





CNX Gas Company LLC

VP-8 Sealed Gob Unit 5

Tract Identifications

441.90 Acre Unit

1. Harrison-Wyatt, LLC Big Axe Tr. 25 (247 Acre Tract) – All Minerals
Island Creek Coal Company/Consol Energy, Inc. – Coal Below Tiller Leased
Jewell Smokeless Coal Corporation – Coal Above Drainage Leased
CNX Gas Company LLC – Oil, Gas and CBM Leased
Gregory L. Cook, et al – Surface
5.52 acres 1.2492%
- 2A. Harrison-Wyatt, LLC. Big Axe Tr. 23 (900 Acre Tract) - Coal
Island Creek Coal Company/Consol Energy, Inc. - Coal Below Tiller Seam Leased
Jewell Smokeless Coal Company - Coal Above Jawbone Leased
CNX Gas Company LLC – CBM Leased
Alvin W. Cox, et ux – Surface and All Minerals except Coal
2.25 acres 0.5092%
- 2B. Harrison-Wyatt, LLC. Big Axe Tr. 23 (900 Acre Tract) - Coal
Island Creek Coal Company/Consol Energy, Inc. - Coal Below Tiller Seam Leased
Jewell Smokeless Coal Company - Coal Above Jawbone Leased
CNX Gas Company LLC – CBM Leased
Harris Crumpton, et ux – Surface and All Minerals except Coal
7.52 acres 1.7017%
- 2C. Harrison-Wyatt, LLC. Big Axe Tr. 23 (900 Acre Tract) - Coal
Island Creek Coal Company/Consol Energy, Inc. - Coal Below Tiller Seam Leased
Jewell Smokeless Coal Company - Coal Above Jawbone Leased
CNX Gas Company LLC – CBM Leased
Bobby H. C. Jackson, et al – Surface and All Minerals except Coal
0.33 acres 0.0747%
- 2D. Harrison-Wyatt, LLC. Big Axe Tr. 23 (900 Acre Tract) - Coal
Island Creek Coal Company/Consol Energy, Inc. - Coal Below Tiller Seam Leased
Jewell Smokeless Coal Company - Coal Above Jawbone Leased
CNX Gas Company LLC – CBM Leased
Bobby H. C. Jackson, et al – Surface and All Minerals except Coal
3.33 acres 0.7536%
- 2E. Harrison-Wyatt, LLC. Big Axe Tr. 23 (900 Acre Tract) - Coal
Island Creek Coal Company/Consol Energy, Inc. - Coal Below Tiller Seam Leased
Jewell Smokeless Coal Company - Coal Above Jawbone Leased
CNX Gas Company LLC – CBM Leased
CNX Gas Company LLC – All Minerals except Coal
Island Creek Coal Company/Consol Energy, Inc. - Surface
16.68 acres 3.7746%
- 2F. Harrison-Wyatt, LLC. Big Axe Tr. 23 (900 Acre Tract) - Coal
Island Creek Coal Company/Consol Energy, Inc. - Coal Below Tiller Seam Leased
Jewell Smokeless Coal Company - Coal Above Jawbone Leased
CNX Gas Company LLC – CBM Leased
CNX Gas Company LLC – All Minerals except Coal
Island Creek Coal Company/Consol Energy, Inc. - Surface oal
28.80 acres 6.5173%

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CNX Gas Company LLC

VP-8 Sealed Gob Unit 5

Tract Identifications

441.90 Acre Unit

- 2G. Harrison-Wyatt, LLC. Big Axe Tr. 23 (900 Acre Tract) - Coal
Island Creek Coal Company/Consol Energy, Inc. - Coal Below Tiller Seam Leased
Jewell Smokeless Coal Company - Coal Above Jawbone Leased
CNX Gas Company LLC - CBM Leased
Bobby H. C. Jackson, et al - Surface and All Minerals except Coal
2.82 acres 0.6382%
- 2H. Harrison- Wyatt, LLC Big Axe Tr. 23 (900 Acre Tract) - Coal
Jewell Smokeless Coal Corporation - Coal In Tiller and Above Leased
Island Creek Coal Company/Consol Energy, Inc. - Coal Below Tiller Leased
CNX Gas Company LLC - CBM Leased
William E. Rife - Surface and All Minerals except Coal
CNX Gas Company LLC - Oil, Gas CBM Leased
1.68 acres 0.3802%
- 2I. Harrison-Wyatt, LLC. Big Axe Tr. 23 (900 Acre Tract) - Coal
Island Creek Coal Company/Consol Energy, Inc. - Coal Below Tiller Seam Leased
Jewell Smokeless Coal Company - Coal Above Jawbone Leased
CNX Gas Company LLC - CBM Leased
CNX Gas Company LLC - All Minerals except Coal
Island Creek Coal Company/Consol Energy, Inc. - Surface
15.44 acres 3.4940%
- 2J. Harrison-Wyatt, LLC. Big Axe Tr. 23 (900 Acre Tract) - Coal
Island Creek Coal Company/Consol Energy, Inc. - Coal Below Tiller Seam Leased
Jewell Smokeless Coal Company - Coal Above Jawbone Leased
CNX Gas Company LLC - CBM Leased
CNX Gas Company LLC - All Minerals except Coal
Island Creek Coal Company/Consol Energy, Inc. - Surface
18.75 acres 4.2430%
- 2K. Harrison-Wyatt, LLC. Big Axe Tr. 23 (900 Acre Tract) - Coal
Island Creek Coal Company/Consol Energy, Inc. - Coal Below Tiller Seam Leased
Jewell Smokeless Coal Company - Coal Above Jawbone Leased
CNX Gas Company LLC - CBM Leased
CNX Gas Company LLC - All Minerals except Coal
Island Creek Coal Company/Consol Energy, Inc. - Surface
39.78 acres 9.0020%
- 2L. Harrison-Wyatt, LLC. Big Axe Tr. 23 (900 Acre Tract) - Coal
Island Creek Coal Company/Consol Energy, Inc. - Coal Below Tiller Seam Leased
Jewell Smokeless Coal Company - Coal Above Jawbone Leased
CNX Gas Company LLC - CBM Leased
CNX Gas Company LLC - All Minerals except Coal
Island Creek Coal Company/Consol Energy, Inc. - Surface
24.39 acres 5.5193%

CNX Gas Company LLC

VP-8 Sealed Gob Unit 5

Tract Identifications

441.90 Acre Unit

- 2M. Harrison-Wyatt, LLC. Big Axe Tr. 23 (900 Acre Tract) - Coal
Island Creek Coal Company/Consol Energy, Inc. - Coal Below Tiller Seam Leased
Jewell Smokeless Coal Company - Coal Above Jawbone Leased
CNX Gas Company LLC – CBM Leased
CNX Gas Company LLC – All Minerals except Coal
Island Creek Coal Company/Consol Energy, Inc. - Surface
36.17 acres 8.1851%
- 2N. Harrison-Wyatt, LLC. Big Axe Tr. 23 (900 Acre Tract) - Coal
Island Creek Coal Company/Consol Energy, Inc. - Coal Below Tiller Seam Leased
Jewell Smokeless Coal Company - Coal Above Jawbone Leased
CNX Gas Company LLC – CBM Leased
CNX Gas Company LLC – All Minerals except Coal
Island Creek Coal Company/Consol Energy, Inc. - Surface
39.12 acres 8.8527%
- 2O. Harrison-Wyatt, LLC. Big Axe Tr. 23 (900 Acre Tract) - Coal
Island Creek Coal Company/Consol Energy, Inc. - Coal Below Tiller Seam Leased
Jewell Smokeless Coal Company - Coal Above Jawbone Leased
CNX Gas Company LLC – CBM Leased
CNX Gas Company LLC – All Minerals except Coal
Island Creek Coal Company/Consol Energy, Inc. - Surface
3.80 acres 0.8599%
- 3A. Island Creek Coal Company/Consol Energy, Inc. - Coal
CNX Gas Company LLC – All Minerals except Coal
Island Creek Coal Company/Consol Energy, Inc. – Surface
3.72 acres 0.8418%
- 3B. Edna L. Keen Heirs– All Minerals
Island Creek Coal Company/Consol Energy, Inc. – Coal Below Tiller Seam Leased
Island Creek Coal Company/Consol Energy, Inc. – Surface
4.26 acres 0.9640%
- 3C. Edna L. Keen Heirs – All Minerals
Island Creek Coal Company/Consol Energy, Inc. – Coal Below Tiller Seam Leased
Island Creek Coal Company/Consol Energy, Inc. – Surface
1.20 acres 0.2716%
- 3D. Edna L. Keen Heirs – All Minerals
Island Creek Coal Company/Consol Energy, Inc. – Coal Below Tiller Seam Leased
Island Creek Coal Company/Consol Energy, Inc. – Surface
1.11 acres 0.2512%
- 3E. Edna L. Keen Heirs – All Minerals
Island Creek Coal Company/Consol Energy, Inc. – Coal Below Tiller Seam Leased
Island Creek Coal Company/Consol Energy, Inc. – Surface
0.78 acres 0.1765%

CNX Gas Company LLC

VP-8 Sealed Gob Unit 5

Tract Identifications

441.90 Acre Unit

- 3F. Billy E. Keen, et al – Coal Below Tiller Seam
Island Creek Coal Company/Consol Energy, Inc. – Coal Below Tiller Seam Leased
Island Creek Coal Company/Consol Energy, Inc. – All Coal except Coal Below Tiller Seam
CNX Gas Company LLC – All Minerals except Coal
Island Creek Coal Company/Consol Energy, Inc. - Surface
1.45 acres 0.3281%
- 3G. Edna L. Keen Heirs – All Minerals
Island Creek Coal Company/Consol Energy, Inc. – Coal Below Tiller Seam Leased
Island Creek Coal Company/Consol Energy, Inc. – Surface
1.48 acres 0.3349%
- 3H. Edna L. Keen Heirs – All Minerals
Island Creek Coal Company/Consol Energy, Inc. – Coal Below Tiller Seam Leased
Island Creek Coal Company/Consol Energy, Inc. – Surface
1.76 acres 0.3983%
- 3I. Edna L. Keen Heirs– All Minerals
Island Creek Coal Company/Consol Energy, Inc. – Coal Below Tiller Seam Leased
Island Creek Coal Company/Consol Energy, Inc. – Surface
1.20 acres 0.2716%
- 4A. Harrison-Wyatt, LLC Big Axe Tr. 27 (200 Acre Tract) - Coal
Island Creek Coal Company/Consol Energy, Inc. - Coal Below Tiller Seam Leased
Jewell Smokeless Coal Company - Coal Above Jawbone Seam Leased
CNX Gas Company LLC - CBM Leased
CNX Gas Company LLC – All Minerals except Coal
Consolidation Coal Company - Surface
18.80 acres 4.2544%
- 4B. Harrison-Wyatt, LLC Big Axe Tr. 27 (200 Acre Tract) - Coal
Island Creek Coal Company/Consol Energy, Inc. - Coal Below Tiller Seam Leased
Jewell Smokeless Coal Company - Coal Above Jawbone Seam Leased
CNX Gas Company LLC - CBM Leased
Buchanan County, VA – Surface and All Minerals except Coal
45.04 acres 10.1924%
- 4C. Harrison-Wyatt, LLC Big Axe Tr. 27 (200 Acre Tract) - Coal
Island Creek Coal Company/Consol Energy, Inc. - Coal Below Tiller Seam Leased
Jewell Smokeless Coal Company - Coal Above Jawbone Seam Leased
CNX Gas Company LLC - CBM Leased
Virginia Department of Highways – Surface and All Minerals except Coal
3.12 acres 0.7060%
- 4D. Harrison-Wyatt, LLC Big Axe Tr. 27 (200 Acre Tract) - Coal
Island Creek Coal Company/Consol Energy, Inc. - Coal Below Tiller Seam Leased
Jewell Smokeless Coal Company - Coal Above Jawbone Seam Leased
CNX Gas Company LLC - CBM Leased
Buchanan County Housing Limited Partnership – Surface and All Minerals except Coal
4.86 acres 1.0998%

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CNX Gas Company LLC

VP-8 Sealed Gob Unit 5

Tract Identifications

441.90 Acre Unit

- 4E. Harrison-Wyatt, LLC Big Axe Tr. 27 (200 Acre Tract) - Coal
Island Creek Coal Company/Consol Energy, Inc. - Coal Below Tiller Seam Leased
Jewell Smokeless Coal Company - Coal Above Jawbone Seam Leased
CNX Gas Company LLC - CBM Leased
Cynthia Deel Rife – Surface and All Minerals except Coal
1.11 acres 0.2512%
- 4F. Harrison-Wyatt, LLC Big Axe Tr. 27 (200 Acre Tract) - Coal
Island Creek Coal Company/Consol Energy, Inc. - Coal Below Tiller Seam Leased
Jewell Smokeless Coal Company - Coal Above Jawbone Seam Leased
CNX Gas Company LLC - CBM Leased
Cynthia Deel Rife – Surface and All Minerals except Coal
0.79 acres 0.1788%
- 4G. Harrison-Wyatt, LLC Big Axe Tr. 27 (200 Acre Tract) - Coal
Island Creek Coal Company/Consol Energy, Inc. - Coal Below Tiller Seam Leased
Jewell Smokeless Coal Company - Coal Above Jawbone Seam Leased
CNX Gas Company LLC - CBM Leased
Gladys Price – Surface and All Minerals except Coal
0.84 acres 0.1901%
- 4H. Harrison-Wyatt, LLC Big Axe Tr. 27 (200 Acre Tract) - Coal
Island Creek Coal Company/Consol Energy, Inc. - Coal Below Tiller Seam Leased
Jewell Smokeless Coal Company - Coal Above Jawbone Seam Leased
CNX Gas Company LLC - CBM Leased
Janet Brown – Surface and All Minerals except Coal
2.73 acres 0.6178%
- 4I. Harrison-Wyatt, LLC Big Axe Tr. 27 (200 Acre Tract) - Coal
Island Creek Coal Company/Consol Energy, Inc. - Coal Below Tiller Seam Leased
Jewell Smokeless Coal Company - Coal Above Jawbone Seam Leased
CNX Gas Company LLC - CBM Leased
Theresa H. Brents – Surface and All Minerals except Coal
12.48 acres 2.8242%
5. T. R. Mullins, et al – Coal
Island Creek Coal Company/Consol Energy, Inc. – Coal Below Tiller Seam Leased
Bobby H. C. Jackson, et al – Surface and All Minerals except Coal
18.63 acres 4.2159%
6. Harrison- Wyatt, LLC Big Axe Tr. 40 (155 Acre Tract) – All Minerals
Jewell Smokeless Coal Corporation – Coal In Tiller and Above Leased
Island Creek Coal Company/Consol Energy, Inc. - Coal Below Tiller Leased
CNX Gas Company LLC – Oil, Gas and CBM Leased
Buchanan County, VA - Surface
1.99 acres 0.4503%

CNX Gas Company LLC

VP-8 Sealed Gob Unit 5

Tract Identifications

441.90 Acre Unit

- 7A. Harrison-Wyatt, LLC Big Axe Tr. 24 (336 Acre Tract) – Coal
Island Creek Coal Company/Consol Energy, Inc. – Coal Below Tiller Seam Leased
Jewell Smokeless Coal Corporation – Coal in Tiller Seam and Above Leased
CNX Gas Company LLC – CBM Leased
CNX Gas Company LLC –All Minerals except Coal
Island Creek Coal Company/Consol Energy, Inc. - Surface
0.32 acres 0.0724%
- 7B. Harrison-Wyatt, LLC Big Axe Tr. 24 (336 Acre Tract) – Coal
Island Creek Coal Company/Consol Energy, Inc. – Coal Below Tiller Seam Leased
Jewell Smokeless Coal Corporation – Coal in Tiller Seam and Above Leased
CNX Gas Company LLC – CBM Leased
CNX Gas Company LLC –All Minerals except Coal
Island Creek Coal Company/Consol Energy, Inc. - Surface
0.85 acres 0.1924%
- 7C. Harrison-Wyatt, LLC Big Axe Tr. 24 (336 Acre Tract) – Coal
Island Creek Coal Company/Consol Energy, Inc. – Coal Below Tiller Seam Leased
Jewell Smokeless Coal Corporation – Coal in Tiller Seam and Above Leased
CNX Gas Company LLC – CBM Leased
CNX Gas Company LLC –All Minerals except Coal
Island Creek Coal Company/Consol Energy, Inc. - Surface
23.46 acres 5.3089%
- 7D. Harrison-Wyatt, LLC Big Axe Tr. 24 (336 Acre Tract) – Coal
Island Creek Coal Company/Consol Energy, Inc. – Coal Below Tiller Seam Leased
Jewell Smokeless Coal Corporation – Coal in Tiller Seam and Above Leased
CNX Gas Company LLC – CBM Leased
CNX Gas Company LLC –All Minerals except Coal
Island Creek Coal Company/Consol Energy, Inc. - Surface
23.51 acres 5.3202%
- 7E. Harrison-Wyatt, LLC Big Axe Tr. 24 (336 Acre Tract) – Coal
Island Creek Coal Company/Consol Energy, Inc. – Coal Below Tiller Seam Leased
Jewell Smokeless Coal Corporation – Coal in Tiller Seam and Above Leased
CNX Gas Company LLC – CBM Leased
CNX Gas Company LLC –All Minerals except Coal
Island Creek Coal Company/Consol Energy, Inc. - Surface
1.08 acres 0.2444%
- 8A. Consolidation Coal Company (402.85 Acre Tract) – All Minerals except Oil, Gas and CBM
Island Creek Coal Company/Consol Energy, Inc. - Coal Below Tiller Seam Leased
Jewell Smokeless Coal Corporation - Coal In Tiller and Above Leased
Plum Creek Timberlands, L.P. – Oil, Gas and CBM
CNX Gas Company LLC - CBM Leased
CNX Gas Company LLC/Island Creek Coal Company - Surface
3.25 acres 0.7355%

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CNX Gas Company LLC

VP-8 Sealed Gob Unit 5

Tract Identifications

441.90 Acre Unit

- 8A. Consolidation Coal Company (402.85 Acre Tract) – All Minerals except Oil, Gas and CBM
Island Creek Coal Company/Consol Energy, Inc. - Coal Below Tiller Seam Leased
Jewell Smokeless Coal Corporation - Coal In Tiller and Above Leased
Plum Creek Timberlands, L.P. – Oil, Gas and CBM
CNX Gas Company LLC - CBM Leased
CNX Gas Company LLC/Island Creek Coal Company - Surface
15.70 acres 3.5528%

Exhibit B-3
 VP8SGU5
 Docket #VGOB 07-1113-2083
 List of Unleased Owners/Claimants
 (441.90 Acre Unit)

| | Acres in Unit | Percent of Unit |
|---|--|-----------------|
| II. OIL & GAS FEE OWNERSHIP | | |
| <u>Tract #2A - 2.25 acres</u> | | |
| (1) Alvin W. Cox et ux Box 462 Vansant, VA 24656 | 2.25 acres | 0.5092% |
| <u>Tract #2B - 07.52 acres</u> | | |
| (1) Harris Crumpton, et ux P.O. Box 72 Oakwood, VA 24631 | 7.52 acres | 1.7017% |
| <u>Tract #2C - 0.33 acres</u> | | |
| (1) Bobby H.C. Jackson, et al. | 0.33 acres | 0.0747% |
| (a) Bobby H.C. Jackson P.O. Box 872 Lester Prairie, MN 55354 | 0.33 acres <i>(Subject to the Life Estate of Henry Jackson)</i> | 0.0747% |
| (b) Henry Lawrence Jackson P.O. Box 116 Vansant, VA 24656 | <i>Life Estate</i> | |
| <u>Tract #2D - 3.33 acres</u> | | |
| (1) Bobby H.C. Jackson, et al. | 3.33 acres | 0.7536% |
| (a) Bobby H.C. Jackson P.O. Box 872 Lester Prairie, MN 55354 | 3.33 acres <i>(Subject to the Life Estate of Henry Jackson)</i> | 0.7536% |
| (b) Henry Lawrence Jackson P.O. Box 116 Vansant, VA 24656 | <i>Life Estate</i> | |
| <u>Tract #2G - 2.82 acres</u> | | |
| (1) Bobby H.C. Jackson, et al. | 2.82 acres | 0.6382% |
| (a) Bobby H.C. Jackson P.O. Box 872 Lester Prairie, MN 55354 | 2.82 acres <i>(Subject to the Life Estate of Henry Jackson)</i> | 0.6382% |
| (b) Henry Lawrence Jackson P.O. Box 116 Vansant, VA 24656 | <i>Life Estate</i> | |
| <u>Tract #4B - 45.04 acres</u> | | |
| (1) Buchanan County, VA Attn: Mr. W.J. Caudill P.O. Box 950 Grundy, VA 24614 | 45.04 acres | 10.1924% |

Exhibit B-3
 VP8SGU5
 Docket #VGOB 07-1113-2083
 List of Unleased Owners/Claimants
 (441.90 Acre Unit)

| | Acres in Unit | Percent of Unit |
|--|---|--------------------|
| <u>Tract #4C - 3.12 acres</u> | | |
| (1) Commonwealth of Virginia Department of Highways P.O. Box 1768 Bristol, VA 24203 | 3.12 acres | 0.7060% |
| <u>Tract #4D - 4.86 acres</u> | | |
| (1) Buchanan County Housing Limited Partnership Attrn: W.J. Caudill P.O. Box 950 Grundy, VA 24614 | 4.86 acres | 1.0998% |
| <u>Tract #4E - 1.11 acres</u> | | |
| (1) Cynthia Deel Rife P.O. Box 880 Vansant, VA 24656 | 1.11 acres | 0.2512% |
| <u>Tract #4F - 0.79 acres</u> | | |
| (1) Cynthia Deel Rife P.O. Box 880 Vansant, VA 24656 | 0.79 acres | 0.1788% |
| <u>Tract #4H - 2.73 acres</u> | | |
| (1) Janet Brown Rt. 1 Box 97A Vansant, VA 24656 | 2.73 acres | 0.6178% |
| <u>Tract #5 - 18.63 acres</u> | | |
| (1) Bobby H.C. Jackson, et al. | 18.63 acres | 4.2159% |
| (a) Bobby H.C. Jackson P.O. Box 872 Lester Prairie, MN 55354 | 18.63 acres <i>(Subject to the Life Estate of Henry Jackson)</i> | 4.2159% |
| (b) Henry Lawrence Jackson P.O. Box 116 Vansant, VA 24656 | <i>Life Estate</i> | |

Exhibit E
 VP8SGU5
 Docket #VGOB 07-1113-2083
 List of Conflicting Owners/Claimants that require escrow
 (441.90 Acre Unit)

| | Acres in Unit | Percent of Unit |
|---|--------------------|-----------------|
| <u>Tract #2A - 2.25 acres</u> | | |
| <u>COAL FEE OWNERSHIP</u> | | |
| (1) Harrison-Wyatt, LLC, Tr.23 c/o Wyatt Buick Pontiac P.O. Box 11000 Danville, VA 24543 | 2.25 acres | 0.5092% |
| <u>OIL & GAS FEE OWNERSHIP</u> | | |
| (1) Alvin W. Cox et ux Box 462 Vansant, VA 24656 | 2.25 acres | 0.5092% |
| <u>Tract #2B - 7.52 acres</u> | | |
| <u>COAL FEE OWNERSHIP</u> | | |
| (1) Harrison-Wyatt, LLC, Tr.23 c/o Wyatt Buick Pontiac P.O. Box 11000 Danville, VA 24543 | 7.52 acres | 1.7017% |
| <u>OIL & GAS FEE OWNERSHIP</u> | | |
| (1) Harris Crumpton, et ux P.O. Box 72 Oakwood, VA 24631 | 7.52 acres | 1.7017% |
| <u>Tract #2C - 0.33 acres</u> | | |
| <u>COAL FEE OWNERSHIP</u> | | |
| (1) Harrison-Wyatt, LLC, Tr.23 c/o Wyatt Buick Pontiac P.O. Box 11000 Danville, VA 24543 | 0.33 acres | 0.0747% |
| <u>OIL & GAS FEE OWNERSHIP</u> | | |
| (1) Bobby H.C. Jackson, et al. | 0.33 acres | 0.0747% |
| (a) Bobby H.C. Jackson P.O. Box 872 Lester Prairie, MN 55354 | 0.33 acres | 0.0747% |
| (b) Henry Lawrence Jackson P.O. Box 116 Vansant, VA 24656 | <i>Life Estate</i> | |
| <u>Tract #2D - 3.33 acres</u> | | |
| <u>COAL FEE OWNERSHIP</u> | | |
| (1) Harrison-Wyatt, LLC, Tr.23 c/o Wyatt Buick Pontiac P.O. Box 11000 Danville, VA 24543 | 3.33 acres | 0.7536% |
| <u>OIL & GAS FEE OWNERSHIP</u> | | |
| (1) Bobby H.C. Jackson, et al. | 3.33 acres | 0.7536% |

Exhibit E
 VP8SGU5
 Docket #VGOB 07-1113-2083
 List of Conflicting Owners/Claimants that require escrow
 (441.90 Acre Unit)

| | Acres in Unit | Percent of Unit |
|--|--|-----------------|
| (a) Bobby H.C. Jackson P.O. Box 872 Lester Prairie, MN 55354 | 3.33 acres <i>(Subject to the Life Estate of Henry Jackson)</i> | 0.7536% |
| (b) Henry Lawrence Jackson P.O. Box 116 Vansant, VA 24656 | <i>Life Estate</i> | |

Tract #2G - 2.82 acres

COAL FEE OWNERSHIP

| | | |
|---|------------|---------|
| (1) Harrison-Wyatt, LLC, Tr.23 c/o Wyatt Buick Pontiac P.O. Box 11000 Danville, VA 24543 | 2.82 acres | 0.6382% |
|---|------------|---------|

OIL & GAS FEE OWNERSHIP

| | | |
|--|--|---------|
| (1) Bobby H.C. Jackson, et al. | 2.82 acres | 0.6382% |
| (a) Bobby H.C. Jackson P.O. Box 872 Lester Prairie, MN 55354 | 2.82 acres <i>(Subject to the Life Estate of Henry Jackson)</i> | 0.6382% |
| (b) Henry Lawrence Jackson P.O. Box 116 Vansant, VA 24656 | <i>Life Estate</i> | |

Tract #3F - 1.45 acres

COAL FEE OWNERSHIP

| | | |
|---|----------------------------------|---------|
| (1) Billy E. Keen, et al. | 1.45 acres | 0.3281% |
| (a) Howard Adams, III 632 Town Center Drive Joppa, MD 21085 | 0.181 acres 1/8 of 1.45 acres | 0.0410% |
| (b) Bryan Adams 6 Ridgecliff Court Kingsville, MD 21087 | 0.242 acres 1/6 of 1.45 acres | 0.0547% |
| (c) Billy E. Keene 3626 Ridgeview Drive Missouri City, TX 77459 | 0.181 acres 1/8 of 1.45 acres | 0.0410% |
| (d) Cathy Rakowski 3871 Earl L. Cone Road Morgantown, WV 26508 | 0.242 acres 1/6 of 1.45 acres | 0.0547% |
| (e) Beverly Stephenson 1510 S. Evanston Street Aurora, CO 80012 | 0.181 acres 1/8 of 1.45 acres | 0.0410% |

Exhibit E
 VP8SGU5
 Docket #VGOB 07-1113-2083
 List of Conflicting Owners/Claimants that require escrow
 (441.90 Acre Unit)

| | Acres in Unit | Percent of Unit |
|--|----------------------------------|--------------------|
| (f) Pearl H. Keene 672 Seven Lakes North West End, NC 27376 | 0.181 acres 1/8 of 1.45 acres | 0.0410% |
| (g) David Adams 5501 Sweet Air Road Baldwin, MD 21013 | 0.242 acres 1/6 of 1.45 acres | 0.0547% |
| <u>OIL & GAS FEE OWNERSHIP</u> | | |
| (1) CNX Gas Company LLC 2481 John Nash Blvd Bluefield, WV 24701 | 1.45 acres | 0.3281% |
| <u>Tract #4B - 45.04 acres</u> | | |
| <u>COAL FEE OWNERSHIP</u> | | |
| (1) Harrison-Wyatt, LLC, Tr.27 c/o Wyatt Buick Pontiac P.O. Box 11000 Danville, VA 24543 | 45.04 acres | 10.1924% |
| <u>OIL & GAS FEE OWNERSHIP</u> | | |
| (1) Buchanan County, VA Attn: Mr. W.J. Caudill P.O. Box 950 Grundy, VA 24614 | 45.04 acres | 10.1924% |
| <u>Tract #4C - 3.12 acres</u> | | |
| <u>COAL FEE OWNERSHIP</u> | | |
| (1) Harrison-Wyatt, LLC, Tr.27 c/o Wyatt Buick Pontiac P.O. Box 11000 Danville, VA 24543 | 3.12 acres | 0.7060% |
| <u>OIL & GAS FEE OWNERSHIP</u> | | |
| (1) Commonwealth of Virginia Department of Highways P.O. Box 1768 Bristol, VA 24203 | 3.12 acres | 0.7060% |
| <u>Tract #4D - 4.86 acres</u> | | |
| <u>COAL FEE OWNERSHIP</u> | | |
| (1) Harrison-Wyatt, LLC, Tr.27 c/o Wyatt Buick Pontiac P.O. Box 11000 Danville, VA 24543 | 4.86 acres | 1.0998% |
| <u>OIL & GAS FEE OWNERSHIP</u> | | |
| (1) Buchanan County Housing Limited Partners Attn: W.J. Caudill P.O. Box 950 Grundy, VA 24614 | 4.86 acres | 1.0998% |

Exhibit E
 VP8SGU5
 Docket #VGOB 07-1113-2083
 List of Conflicting Owners/Claimants that require escrow
 (441.90 Acre Unit)

| | Acres in Unit | Percent of Unit |
|---|---------------|--------------------|
| <u>Tract #4E - 1.11 acres</u> | | |
| <u>COAL FEE OWNERSHIP</u> | | |
| (1) Harrison-Wyatt, LLC, Tr.27 c/o Wyatt Buick Pontiac P.O. Box 11000 Danville, VA 24543 | 1.11 acres | 0.2512% |
| <u>OIL & GAS FEE OWNERSHIP</u> | | |
| (1) Cynthia Deel Rife P.O. Box 880 Vansant, VA 24656 | 1.11 acres | 0.2512% |
| <u>Tract #4F - 0.79 acres</u> | | |
| <u>COAL FEE OWNERSHIP</u> | | |
| (1) Harrison-Wyatt, LLC, Tr.27 c/o Wyatt Buick Pontiac P.O. Box 11000 Danville, VA 24543 | 0.79 acres | 0.1788% |
| <u>OIL & GAS FEE OWNERSHIP</u> | | |
| (1) Cynthia Deel Rife P.O. Box 880 Vansant, VA 24656 | 0.79 acres | 0.1788% |
| <u>Tract #4G - 0.84 acres</u> | | |
| <u>COAL FEE OWNERSHIP</u> | | |
| (1) Harrison-Wyatt, LLC, Tr.27 c/o Wyatt Buick Pontiac P.O. Box 11000 Danville, VA 24543 | 0.84 acres | 0.1901% |
| <u>OIL & GAS FEE OWNERSHIP</u> | | |
| (1) Gladys Price P.O. Box 98 Vansant, VA 24656 | 0.84 acres | 0.1901% |
| <u>Tract #4H - 2.73 acres</u> | | |
| <u>COAL FEE OWNERSHIP</u> | | |
| (1) Harrison-Wyatt, LLC, Tr.27 c/o Wyatt Buick Pontiac P.O. Box 11000 Danville, VA 24543 | 2.73 acres | 0.6178% |
| <u>OIL & GAS FEE OWNERSHIP</u> | | |
| (1) Janet Brown Rt. 1 Box 97A Vansant, VA 24656 | 2.73 acres | 0.6178% |

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 List of Conflicting Owners/Claimants that require escrow
 (441.90 Acre Unit)

| | Acres in Unit | Percent of Unit |
|---|-----------------------------------|-----------------|
| <u>Tract #4I - 12.48 acres</u> | | |
| <u>COAL FEE OWNERSHIP</u> | | |
| (1) Harrison-Wyatt, LLC, Tr.27 c/o Wyatt Buick Pontiac P.O. Box 11000 Danville, VA 24543 | 12.48 acres | 2.8242% |
| <u>OIL & GAS FEE OWNERSHIP</u> | | |
| (1) Theresa H. Brents 713 Churchman's Mill Road Stuart Draft, VA 24477 | 12.48 acres | 2.8242% |
| <u>Tract #5 - 18.63 acres</u> | | |
| <u>COAL FEE OWNERSHIP</u> | | |
| T.R. Mullins, et al. | 18.63 acres | 4.2159% |
| (1) Theodore A. Mullins Heirs, Devisees, Successors or Assigns | | |
| (a) Theodore Blaine Mullins 1468 Rock Cliff Drive, Apt #3 Martinsburg, WV 25401 | 2.07 acres 1/9 of 18.63 acres | 0.4684% |
| (b) Cornelia Maurice Mullins P.O. Box 51 Clendenin, WV 25045 | 2.07 acres 1/9 of 18.63 acres | 0.4684% |
| (c) Marilyn Mullins 19107 Park Place Blvd. Eustis, FL 32736 | 2.07 acres 1/9 of 18.63 acres | 0.4684% |
| (2) John L. & Lucille M. Mullins Sr. Heirs, Devisees, Successors or Assigns | | |
| (a) George W. Mullins, Sr. 165 Muller Road Cottageville WV 25239 | 1.55 acres 1/12 of 18.63 acres | 0.3513% |
| (b) Jo Ann Barker 658 Copper Beech Blvd. Deltona, FL 32725-8812 | 1.55 acres 1/12 of 18.63 acres | 0.3513% |
| (c) John L. Mullins, Jr. Heirs, Devisees, Successors or Assigns | | |
| (c.1) Stephanie Mullins-Williams 1701 Sir John Court Orlando, FL 32837-6309 | 0.39 acres 1/48 of 18.63 acres | 0.0878% |
| (c.2) John David Mullins 2601 Sandtrap Lane #D Melbourne, FL 32935 | 0.39 acres 1/48 of 18.63 acres | 0.0878% |
| (c.3) Barndon Overton Mullins 2601 Sandtrap Lane #D Melbourne, FL 32935 | 0.39 acres 1/48 of 18.63 acres | 0.0878% |

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(441.90 Acre Unit)

| | Acres in Unit | Percent of Unit |
|---|-----------------------------------|-----------------|
| (c.4) Heather L. Dawson 1675 Advie Road Estates / Bayside L: Palm Bay, FL 32909 | 0.39 acres 1/48 of 18.63 acres | 0.0878% |
| (d) Thomas L. Mullins 1394 Poca River Road South Poca, WV 25159 | 1.55 acres 1/12 of 18.63 acres | 0.3513% |
| (3) Augutus C. Mullins Heirs, Devisees, Successors or Assigns | | |
| (a) Madeline Hunt, widow P.O. Box 7305 Zephyrhills, FL 33543 | 6.21 acres 1/3 of 18.63 acres | 1.4053% |

OIL & GAS FEE OWNERSHIP

| | | |
|--|---|---------|
| (1) Bobby H.C. Jackson, et al. | 18.63 acres | 4.2159% |
| (a) Bobby H.C. Jackson P.O. Box 872 Lester Prairie, MN 55354 | 18.63 acres <i>(Subject to the Life Estate of Henry Jackson)</i> | 4.2159% |
| (b) Henry Lawrence Jackson P.O. Box 116 Vansant, VA 24656 | <i>Life Estate</i> | |

INSTANTLY RECORDED
 RECORDED IN THE CLERK'S OFFICE OF
 BAYLOR COUNTY ON
 FEBRUARY 17 2007 AT 10:23AM
 BEVERLY S. TILLEY, CLERK
 RECORDED BY: