

UNITED STATES BANKRUPTCY COURT
NORTHERN DISTRICT OF ALABAMA
SOUTHERN DIVISION

In re:

WALTER ENERGY, INC. *et al.*,

Debtors.¹

Chapter 11

Case No. 15-02741-TOM11

Jointly Administrated

**EMERGENCY MOTION BY DOMINION RESOURCES BLACK WARRIOR TRUST
TO RECONSIDER, ON A LIMITED BASIS, THE
CASH MANAGEMENT ORDER**

TO THE HONORABLE UNITED STATES BANKRUPTCY JUDGE:

Dominion Resources Black Warrior Trust (“Dominion” or the “Trust”) by and through its Trustee, Southwest Bank, hereby files this emergency motion to reconsider (the “Motion to Reconsider”), on a limited basis, this Court’s *Order (A) (I) Approving Continued Use of the Debtors’ Existing Cash Management System; (II) Authorizing Use of Existing Bank Accounts and Checks; (III) Waiving the Requirements of 11 U.S.C. § 345(b); (IV) Granting Administrative Expense Status to Certain Postpetition Intercompany Claims; and (V) Authorizing the Continuation of Certain Intercompany Transactions; and (B) Granting Related Relief*, entered on

¹ The Debtors in these cases, along with the last four digits of each Debtor’s federal tax identification number, are: Walter Energy, Inc. (9953); Atlantic Development and Capital, LLC (8121); Atlantic Leaseco, LLC (5308); Blue Creek Coal Sales, Inc. (6986); Blue Creek Energy, Inc. (0986); J.W. Walter, Inc. (0648); Jefferson Warrior Railroad Company, Inc. (3200); Jim Walter Homes, LLC (4589); Jim Walter Resources, Inc. (1186); Maple Coal Co., LLC (6791); Sloss-Sheffield Steel & Iron Company (4884); SP Machine, Inc. (9945); Taft Coal Sales & Associates, Inc. (8731); Tuscaloosa Resources, Inc. (4869); V Manufacturing Company (9790); Walter Black Warrior Basin LLC (5973); Walter Coke, Inc. (9791); Walter Energy Holdings, LLC (1596); Walter Exploration & Production LLC (5786); Walter Home Improvement, Inc. (1633); Walter Land Company (7709); Walter Minerals, Inc. (9714); and Walter Natural Gas, LLC (1198). The location of the Debtors’ corporate headquarters is 3000 Riverchase Galleria, Suite 1700, Birmingham, Alabama 35244-2359



July 15, 2015 as Dkt. No. 60 (the “Cash Management Order” or simply the “Order”), and respectfully states as follows:

I. SUMMARY OF MOTION TO RECONSIDER

1. On the Petition Date, in contrast to other first-day motions which only sought interim relief, the Debtors filed their Cash Management Motion seeking final relief on only a few hours notice to select parties-in-interest. Dominion did not receive notice or have an opportunity to be heard in connection with the Cash Management Motion. Dominion is the owner of a substantial overriding royalty interest in certain hydrocarbon producing properties that are owned and operated by Debtor – Walter Black Warrior Basin, LLC (“Walter Black”). Walter Black at any given time holds production proceeds (cash from the sale of gas produced) attributable to Dominion’s overriding royalty interest. Under applicable law, Dominion’s overriding royalty is an interest in land, and Dominion has a superior interest in the production proceeds attributable to its overriding royalty. Walter Black merely has a possessory interest in the production proceeds pending distribution to Dominion, and they are not property of the estate.

2. Dominion requests that the Court reconsider the relief granted in the Cash Management Order in light of Dominion’s property rights and amend the Order to clarify that the Debtors are not authorized to commingle production proceeds attributable to Dominion’s overriding royalty - with other cash in which other creditors or stakeholders may claim an interest. Further, the Cash Management Order should require the Debtor to segregate production proceeds attributable to Dominion’s overriding royalty interest pending distributions to Dominion.

3. In its current state, the Cash Management Order permits Walter Black to commingle Dominion’s production proceeds with the Debtors’ funds – thereby degrading

Dominion's ability to enforce its rights in the event that Walter Black fails to distribute Dominion's proportionate share of production. Reconsideration of the Cash Management Order is appropriate under these circumstances to ensure that Dominion's property rights are protected especially given the lack of notice prior to the entry of the Cash Management Order.

II. JURISDICTION AND VENUE

4. This Court has jurisdiction to consider this Motion to Reconsider pursuant to 28 U.S.C. §§ 157 and 1334. Venue is proper in this district pursuant to 28 U.S.C. §§ 1408 and 1409. This is a core proceeding under 28 U.S.C. § 157(b).

5. The statutory and legal predicates for the relief sought herein are section 105(a) of the Bankruptcy Code, Rules 59 and 60 of the Federal Rules of Civil Procedure, and Rules 9023 and 9024 of the Federal Rules of Bankruptcy Procedure.

III. RELEVANT BACKGROUND

6. Dominion is a Delaware business trust formed and governed pursuant to the terms of that certain *Trust Agreement of Dominion Resources Black Warrior Trust* entered into effective as of May 31, 1994. Southwest Bank currently serves as Dominion's Trustee. Dominion's beneficial interests trade on the New York Stock Exchange under the symbol "DOM".

7. Dominion owns certain overriding royalty interests (collectively, the "ORRI") equal to and consisting of an undivided sixty-five (65%) interest in and to any gas produced from certain properties located in Tuscaloosa County, Alabama (collectively, the "Black Warrior

Properties” or the “Properties”), which are more specifically identified in that certain Overriding Royalty Conveyance, dated as of June 1, 1994, (as amended, the “Conveyance”).²

8. The Black Warrior Properties are operated by Walter Black Warrior Basin, LLC (as previously defined, “Walter Black”), one of the debtors in these bankruptcy cases.³ There are currently over 500 active wells on the Properties.

9. Dominion’s ORRI is a non-expense bearing share of the gross gas produced from the Properties.⁴ The ORRI is a non-operating interest that does not include the power or right to control or participate in any operations conducted on the Properties.⁵ It entitles Dominion to a proportionate share of gas production proceeds (cash proceeds from the sale of gas), which are to be paid pursuant to a specific schedule outlined in the Conveyance.⁶ The next distribution under the Conveyance is due to be made by Walter Black on August 14, 2015. It is estimated that the distribution will be approximately \$980,000.00, which relates to the production months of April, May and June 2015.

10. On July 15, 2015 (the “Petition Date”), the Debtors filed petitions under Chapter 11 of the Bankruptcy Code. On the same day – in a series of “first day motions” – the Debtors filed their *Motion for an Order (A) (I) Approving Continued Use of the Debtors’ Existing Cash Management System, (II) Authorizing Use of Existing Cash Management System, (II) Authorizing Use of Existing Bank Accounts and Checks, (III) Waiving the Requirements of 11*

² See Conveyance at 1-2 (grant of overriding royalty interests in Subject Gas), at 6 (definition of “Subject Gas”), and at 3 (definition of “Company Interests”). A copy of the Conveyance is attached hereto as Exhibit A. The Conveyance was properly recorded in Tuscaloosa County, Alabama at Conveyance Book 1181, Page 644.

³ See Declaration of William G. Harvey in Support of First Day Motions [Dkt. No. 3] at 14-15. Notably, the Declaration incorrectly states that Dominion is a party to a joint operating agreement with Walter Black.

⁴ Conveyance at 13-14 Article V.

⁵ Conveyance at 15-16 § 6.06 (“Non-Operating Interest”).

⁶ Conveyance at 8-9 §3.01 (“Payment”) and at 3 (definition of “Computation Period”).

U.S.C. § 345(b), (IV) Granting Administrative Expense Status to Certain Postpetition Intercompany Claims, and (V) Authorizing the Continuation of Certain Intercompany Transactions; and (B) Granting Related Relief [Dkt. No. 38] (the Debtors’ “Cash Management Motion” or simply the “Motion”). As contemplated therein, the Cash Management Motion sought approval of the Debtors’ continued use of a “zero balance” cash management system whereby the Debtors would issue invoices from their mining, coking and gas operations and the receipts received therefrom would be swept—either automatically or pursuant to a manual process—on a daily basis to a Master Concentration Account or to a Master Regions Disbursement Account (collectively, the “Master Accounts”).⁷ Disbursements would then be paid from these Master Accounts.⁸ Attached to the Cash Management Motion as Exhibit B is a complicated “schematic” illustrating the various steps to the Debtors’ “zero balance” cash management system. The Cash Management Motion does not segregate or provide separate treatment for production proceeds that are attributable to Dominion’s ORRI. And, under the Debtors’ “zero balance” cash management system, Dominion’s proportionate share of production proceeds would be “swept” along with the Debtor’s cash.

11. Notably, the Debtor did not seek interim relief on the Cash Management Motion, which was granted on a final basis on the same day that it was filed—the Petition Date.⁹

12. On July 20, 2014, the Debtors sent a letter (a copy of which is attached hereto at Exhibit B) wherein the Debtors appear to take the position that the obligation to distribute

⁷ Cash Management Motion at 6. As used herein, “Master Concentration Account” and “Master Regions Disbursement Account” shall have the meanings ascribed to such terms in the Cash Management Motion.

⁸ Cash Management Motion at 6-7.

⁹ See Cash Management Order, entered July 15, 2015.

Dominion's proportionate share of production is a "pre-petition obligation" and they are not permitted to distribute the proceeds that are due to be distributed on August 14, 2015.¹⁰

IV. ARGUMENTS AND AUTHORITIES

A. The Cash Management Order Should Be Amended Under Rule 59 Or Set Aside Under Rule 60

13. Upon a timely motion,¹¹ a bankruptcy court has discretion to alter or amend a prior order in order to correct manifest errors of fact or law pursuant to Federal Rule of Civil Procedure 59 as incorporated by Federal Rule of Bankruptcy Procedure 9023.¹² A bankruptcy court, moreover, has authority to relieve a party from a final judgment—pursuant to Federal Rule of Civil Procedure 60 as incorporated by Federal Rule of Bankruptcy Procedure 9024—due to, *inter alia*, a party's mistake, inadvertence, surprise, or excusable neglect or for any other reason that justified relief.¹³ Although Rule 59 and Rule 60 refer to "judgments," bankruptcy courts have routinely applied such rules to orders in contested matters.¹⁴

14. Rule 59 provides the court with discretion to correct a mistake "if it believes one has been made."¹⁵ A manifest error of law exists when the merits of the court's prior order could

¹⁰ See July 20th Letter at ¶ 2 ("... we are not permitted to pay obligations that arose prior to July 15, 2015, 'pre-petition obligations', including royalty payments under our gas and mineral leases." (emphasis added)).

¹¹ This Motion to Reconsider is timely as it was filed within fourteen (14) days after entry of the Cash Management Order. Fed. R. Bankr. P. 9023.

¹² *In re Kellogg*, 197 F.3d 1116, 1119 (11th Cir. 1999) (denying motion for reconsideration because movant "had plenty of opportunity to present his arguments and evidence").

¹³ See *In re Global Energies, LLC*, 763 F.3d 1341, 1347 (11th Cir. 2014) (holding that bankruptcy court abused discretion in denying a Rule 60(b) motion when it "has made a clear error of judgment, or has applied the wrong legal standard"); *United States v. Certain Real Prop. Located at Route 1, Bryant, Ala.*, 126 F.3d 1314, 1318 (11th Cir. 1997).

¹⁴ *E.g.*, *In re Timmons*, 479 B.R. 597, 609 (Bankr. N.D. Ala. 2012); *In re Hodes*, 289 B.R. 5, 12-13 (D. Kan. 2003); *In re Donohue*, 410 B.R. 311, 314 (Bankr. D. Kan. 2009); *In re Gale*, 144 B.R. 415, 416-17 (Bankr. E.D. Ark. 1992).

¹⁵ *Zinkand v. Brown*, 478 F.3d 634, 637 (4th Cir. 2007).

not have been “intelligently assessed” without considering the issue raised in the motion to reconsider.¹⁶ Similarly, Rule 60(b)(6) permits a court to grant relief from a prior order for “any other reason that justifies relief.”¹⁷ While the threshold for granting relief under Rule 59 is not as burdensome as for granting relief under Rule 60,¹⁸ relief under Rule 60 is appropriate, for example, when a prior order deprives a party of its property rights without an opportunity to object.¹⁹

B. The Cash Management Order Does Not Take Into Account Dominion’s Property Rights

15. The Cash Management Order authorizes Black Warrior to commingle Dominion’s proportionate share of production with other cash of the Debtors, which is materially prejudicial to Dominion. If, for example, Dominion is not paid its share of production and there are insufficient funds to pay post-petition claims during the administration of the bankruptcy case, including claims for diminution asserted by the Senior Lenders, Dominion will be unable to trace its production proceeds and will be foreclosed from trying to identify or seek possession of its property. Surely, the Senior Lenders will take the position that all cash in the Debtors’ accounts is subject to their liens. This result would be inequitable and contrary to applicable law.

¹⁶ See *Lawson v. Singletary*, 85 F.3d 502, 507 (11th Cir. 1996) (holding that district court abused its discretion in refusing to grant relief under Rule 59(e) in refusing to consider newly-raised issue that was central to the “only viable issues” before the court).

¹⁷ See *United States v. Certain Real Prop. Located at Route 1, Bryant, Ala.*, 126 F.3d 1314, 1318 (11th Cir. 1997) (11th Cir. 1997) (“We have characterized this umbrella provision as a ‘grand reservoir of equitable power to do justice in a particular case when relief is not warranted by the preceding clauses.’”).

¹⁸ *Harrington v. City of Chicago*, 433 F.3d 542, 546 (7th Cir. 2006) (“While the two rules have similarities, Rule 60(b) relief is an extraordinary remedy and is granted only in exceptional circumstances.. Rule 59(e), by contrast, requires that the movant clearly establish one of the aforementioned grounds for relief.” (internal citations and quotations omitted)); see also *Certain Real Prop. Located at Route 1, Bryant, Ala.*, 126 F.3d at 1318.

¹⁹ *Certain Real Prop. Located at Route 1, Bryant, Ala.*, 126 F.3d at 1318 (holding that district court, in a civil forfeiture case, abused its discretion when the court refused to grant relief from an order striking all of parties claims as a sanction for discovery abuses; “The Rule 37 sanctions imposed in this case, therefore, were plainly contrary to clearly established law and, as a result, the claimants have been deprived of an opportunity to present their respective claims to property that now has been forfeited.”).

16. The filing of bankruptcy does not create or define rights in property.²⁰ Instead, such rights and interests are to be determined by state law or by applicable non-bankruptcy law.²¹ Generally, a royalty interest is a right to a share of gross production from the land, or the proceeds from the sale of such production, free of the costs of drilling, equipping and operating the well.²² The term “*overriding* royalty” is used to describe a royalty carved out of the working interest created by an oil and gas lease.²³

17. Under Alabama law, an oil and gas lease is a conveyance of an interest in real property,²⁴ and interests in gas and other minerals constitute severable interests in real property.²⁵ Alabama courts and many other oil and gas producing states have long held that interests in minerals to be produced are real property interests.²⁶ And, owners of real property are entitled to the fruits and profits attributable thereto.²⁷

²⁰ *Universal Cooperatives, Inc. v. FCX, Inc. (In re FCX, Inc.)*, 853 F.2d 1149, 1153 (4th Cir. 1988).

²¹ *See Butner v. United States*, 440 U.S. 48, 54-55 (1979); *Patterson v. Shumate*, 504 U.S. 753, 758 (1992).

²² 2 PATRICK H. MARTIN & BRUCE M. KRAMER, WILLIAMS & MEYERS OIL AND GAS LAW § 321 at 1 (2014); *Pilcher v. Turner*, 530 So. 2d 198, 201 (Ala. 1988) (explaining that royalty is a mineral owner’s share of production, free of the expenses of production).

²³ 2 PATRICK H. MARTIN & BRUCE M. KRAMER, WILLIAMS & MEYERS OIL AND GAS LAW § 418 at 351 (2014). “It [an overriding royalty] is, as is the lessor’s royalty, an interest in land and hence is governed by statutes and common law rules relating to such interests, e.g., venue of an action, or the application of cannons of construction. Its classification as realty or personalty in any particular jurisdiction corresponds to that jurisdiction’s classification of an ordinary royalty.” 2 PATRICK H. MARTIN & BRUCE M. KRAMER, WILLIAMS & MEYERS OIL AND GAS LAW § 418.1 at 354 (2014).

²⁴ *See Borden v. Case*, 118 So. 2d 751, 753 (Ala. 1960).

²⁵ *In re Hillsborough Holdings Corp.*, 207 B.R. 299, 302 (Bankr. M.D. Fla. 1997) (citing *NCNB Tex. Nat’l Bank, N.A. v. West*, 631 So. 2d 212 (Ala. 1993)).

²⁶ *Nelson v. Teal*, 301 So. 2d 51, 52 (Ala. 1974) (“Mineral interests in land are considered to be ‘real estate.’”); *Locke v. Locke*, 280 So. 2d 773, 775 (Ala. 1973) (citing *Brooks v. Cook*, 38 So. 641 (Ala. 1904)) (“... it is to be noted that mineral rights are considered ‘real estate’ in Alabama ...”) *Lake v. Sealy*, 165 So. 399, 401 (Ala. 1936) (holding that interests in royalties and other mineral interests described and oil and gas leases were “classified in the nomenclature of the law of real property as incorporeal hereditaments”); *see also Borden v. Case*, 118 So. 2d 751, 753 (Ala. 1960) (“assuming without deciding” that an oil, gas, and mineral lease is a conveyance of an interest in real property within the purview of the statute of frauds); *Hanson v. Ware*, 274 S.W.2d 359, 362 (Ark. 1955) (holding royalties are a real property interest); *Kentucky Bank & Trust Co. v. Ashland Oil & Transp. Co.*, 310 S.W.2d 287, 291 (Ky. 1958) (holding right to unaccrued royalties is incorporeal hereditament, real property interest);

18. Importantly, a conversion action by an interest owner against an operator will lie if there was an obligation to pay identifiable production proceeds to the interest owner and the proceeds are wrongfully retained and used by the operator for other purposes.²⁸ “Courts will usually characterize an overriding royalty as an interest in real property for purposes that affect the land involved, and as a personal property interest for purposes of payments that arise from the interest.”²⁹ “The realty/personalty distinction that applies to an override allows the [interest] owner to bring a quiet title action to perfect title to the owner’s interest in a lease (real property) but to also maintain a conversion action for revenues due as a result of actual production (personal property).”³⁰

Union Oil & Gas Corp. v. Broussard, 112 So.2d 96, 113-14 (La. 1959) (holding royalty is a “real right” despite the royalty owner’s entitlement to payment only “when and if production is obtained”); *In re Shailer’s Estate*, 266 P.2d 613, 616 (Okla. 1954) (holding unaccrued royalties are usually treated as real property); *Sheffield v. Hogg*, 80 S.W.2d 741 (Tex. 1935) (holding lessor’s royalty interest real property and taxable as such).

²⁷ *Green v. Biddle*, 21 U.S. 1, 75-76 (1823) (Washington, J.) (Under the common law, “[a] right to land essentially implies a right to the profits accruing from it, since, without the latter, the former can be of no value.”); *Freeman v. Stuart*, 24 So. 31, 34 (Ala. 1898) (“Possession and the right to rents, issues, and profits prima facie attend ownership ...”); see also *Cobb v. Hoskins*, 554 S.W.2d 886, 888 (Ky. Ct. App. 1977) (citing *Green v. Biddle*, 21 U.S. 1 (1823)) (“It is fundamental that a right to land implies a right to the profits accruing therefrom.”).

²⁸ See, e.g., *Ferguson v. Coronado Oil Co.*, 884 P.2d 971, 978 (Wyo. 1994); *Covington v. Exxon Co.*, 551 So. 2d 935, 938-39 (Ala. 1989); see also Ala. Code § 9-17-33 (“The proceeds derived from the sale of oil or gas production from any oil or gas well shall be paid to persons legally entitled thereto, commencing no later than six months after the date of the first sale, and thereafter no later than 60 days after the end of the calendar month within which subsequent production is sold.”)

²⁹ Alcers, *Overriding Royalty Interests: Pitfalls, Precedents and Protection*, 50 ROCKY MT. MIN. L. INST. 21-1 (2004) (citing *Grynberg v. Waltman*, 946 P.2d 473, 476 (Colo. Ct. App. 1996); *Kentucky Bank & Trust Co. v. Ashland Oil & Transp. Co.*, 310 S.W.2d 287 (Ky. 1958); *Ferguson v. Coronado Oil Co.*, 884 P.2d 971 (Wyo. 1994)).

³⁰ Alcers, *Overriding Royalty Interests: Pitfalls, Precedents and Protection*, 50 ROCKY MT. MIN. L. INST. 21-1 (2004) (citing *Ferguson v. Coronado Oil Co.*, 884 P.2d 971 (Wyo. 1994)). Alabama courts have also recognized this distinction. In *Dauphin Island Prop. Owners Ass’n v. Callon Institutional Royalty Investors I*, the Alabama Supreme Court held that a royalty interest was a “vested interest” that does not violate the rule against perpetuities. *Dauphin Island Prop. Owners Ass’n v. Callon Institutional Royalty Investors I*, 519 So. 2d 948, 951 (Ala. 1988). In doing so, the Court recognized that it is inappropriate to treat royalties as merely an interest in personal property:

We do not think it sound to view a royalty interest in minerals as personal property simply because the profits therefrom may be realized only when the minerals are extracted, but we do not find it necessary to hold that royalty interests are real property for all purposes.

19. As an owner of a real property right, a royalty owner's rights to identifiable production proceeds attributable to his royalty interest are superior to the rights of an operator or other third parties.³¹ Once hydrocarbons are severed from the mineral estate, they become personalty and the operator is obligated to distribute proportionate shares of the production proceeds (cash from the sale of hydrocarbons) to the owners of the underlying interests in the lease.³² As such, production proceeds attributable Dominion's ORRI may not be freely disposed of or commingled by the Debtor as if it were property of the estate. Clearly, property of the bankruptcy estate does not include "any power that the debtor may exercise solely for the benefit of an entity other than the debtor" and "equitable interest(s) in such property that the debtor does not hold."³³ Under an oil and gas lease, the executive is "bound to account to the non-executive for a fraction of the oil" upon delivery and acceptance of the royalty conveyance.³⁴

Id. (emphasis added); see also *Covington v. Exxon Co.*, 551 So. 2d 935, 938-39 (Ala. 1989) (discussing operable conversion claim in connection with suspended royalty interest); *Ferguson v. Coronado Oil Co.*, 884 P.2d 971, 978 (Wyo. 1994) (addressing conversion claim in connection with royalty, net profits interest).

³¹ See *Ferguson*, 884 P.2d at 978; *Covington*, 551 So.2d at 938-39; see also Ala. Code § 9-17-33 (referring in subsection (a)(2) to royalty and working interest owners as "having an interest in production" and setting forth a statutory deadline in subsection (c) for operators to pay "proceeds derived from the sale of oil or gas" from the date such proceeds are received by the operator).

³² *Reserve Oil, Inc. v. Dixon*, 711 F.2d 951, 953 (10th Cir. 1983) (holding that working interest holders were entitled to full "ownership" and "control" of proportionate share of the oil and gas and that operator under joint operating agreement could only "invade the owner's province" in compliance to the terms agreed to in the joint operating agreement with respect to distribution of costs); *In re MCZ, Inc.*, 82 B.R. 40, 42 (Bankr. S.D. Tex. 1987) (holding that debtor as operator was simply holding production proceeds as bailee for such funds and has no beneficial interest in such funds). See also, *Ferguson*, 884 P.2d at 978; *Covington*, 551 So. 2d at 938-39; Ala. Code § 9-17-33

³³ *In re SemCrude, L.P.*, 418 B.R. 98, 106 (Bankr. D. Del. 2009) (citing 11 U.S.C. § 541(b)(1), (d)) (holding that Debtor had no interest in production proceeds which were deemed held in resulting trust).

³⁴ *Dauphin Island Prop. Owners Ass'n*, 519 So. 2d at 949-50 (quoting *Cosgrove v. Young*, 642 P.2d 75, 89 (Kan. 1982) (dissenting opinion); 2 PATRICK H. MARTIN AND BRUCE M. KRAMER, WILLIAMS & MEYERS, OIL & GAS LAW § 324.4 at 60.1 (2014)) ("... the duty may not be onerous for there may never be any oil; but the lack of production does not remove the duty."); accord *C.I.R. v. Gray*, 159 F.2d 834, 840 (5th Cir. 1947) ("Under Louisiana law royalty under a mineral lease is a share of the product reserved by the owner for permitting another to use his property. [When a lessee delivers royalty] he is delivering ... a share of the product, the right to which product was vested in the lessor by virtue of his ownership of the property.").

20. And, as the Supreme Court has explained, a debtor's estate does **not** include property belonging to third parties:

Property interests in a fund not owned by a bankrupt at the time of adjudication ... are of course not a part of the bankrupt's property and do not vest in the trustee. The Bankruptcy Act simply does not authorize a trustee to distribute other people's property among a bankrupt's creditors. This Court has recently reaffirmed that such property rights existing before bankruptcy in persons other than the bankrupt must be recognized and respected in bankruptcy.³⁵

21. Production proceeds attributable to the ORRI are not property of the estate.³⁶ Rather, such property belongs to Dominion as the fruits and profits attributable to the ORRI, subject to the Debtor's possessory interest pending distribution.³⁷ The Debtors' "zero balance" cash management system—as described in the Cash Management Motion—sweeps, on a daily basis, all cash in the Debtors' possession.³⁸ The Cash Management Order expressly approves this cash management system, thereby allowing the Debtor to commingle the Trust's property (production proceeds attributable to the ORRI) with the Debtors' cash.³⁹ This commingling threatens Dominion's property rights by hindering its ability to trace its production proceeds and defend against competing claims by third parties in the event that the Debtors' fail or refuse to

³⁵ *Pearlman v. Reliance Ins. Co.*, 371 U.S. 132, 135-36 (1962) (citations omitted). This principle is fully embraced under the Bankruptcy Code. See, e.g., *First Bank of Linden v. Sloma (In re Sloma)*, 43 F.3d 637, 640 (11th Cir. 1995) (citing *Pearlman*, 371 U.S. at 135 and stating that the trustee in bankruptcy takes only the title of the debtor in property of the estate).

³⁶ See *In re MCZ, Inc.*, 82 B.R. 40, 41-42 (Bankr. S.D. Tex. 1987) (holding that production proceeds attributable to working interest holders interests were not property of the estate; bankruptcy court, thus, refused to grant Debtor temporary restraining order prohibiting working interest holders from collecting such proceeds); *Dixon*, 711 F.2d at 953 (holding that working interest holders were entitled to full "ownership" and "control" of proportionate share of the oil and gas and that operator under joint operating agreement could only "invade the owner's province" in compliance to the terms agreed to in the joint operating agreement with respect to distribution of costs); see also *In re SemCrude, L.P.*, 418 B.R. 98, 106 (Bankr. D. Del. 2009) (citing 11 U.S.C. § 541(b)(1)) (holding that Debtor had no interest in production proceeds which were deemed held in resulting trust).

³⁷ See *Ferguson*, 884 P.2d at 978; *Covington*, 551 So. 2d at 938-39; see also Ala. Code § 9-17-33(c).

³⁸ Cash Management Motion at 6; see also *supra* at ¶ 10.

³⁹ Cash Management Order at 2 ¶ 2; see also Cash Management Order at 1 n.1 (incorporating by reference certain definitions from the Cash Management Motion).

pay Dominion its proportionate share of gas proceeds from the Black Warrior Properties.⁴⁰ This commingling also could be used by the Debtors as a mechanism to convert production proceeds that the Debtor is currently holding. Notably, the Debtor has formally stated that it does not intend to distribute, at a minimum, the production proceeds due to be distributed on August 14, 2015. If the Debtor fails to do so, Dominion will be charged with tracing the proceeds to the Debtors for the purpose of prosecuting a claim for conversion.⁴¹

C. Dominion Received No Notice of the Relief Sought in the Cash Management Motion and Was Denied an Opportunity to be Heard

22. Underscoring the prejudicial nature of the Cash Management Order is the lack of notice that Dominion received prior to the Court granting the Debtors' Cash Management Motion. Indeed, the Cash Management Order was entered mere hours after the Debtors filed for bankruptcy. It is axiomatic that Congress's bankruptcy power remains subject to the U.S. Constitution.⁴² As such, a party must be given adequate notice and an opportunity to object before such party's property interests can be affected.⁴³ While certain first day relief on an

⁴⁰ See *Dauphin Island Prop. Owners*, 519 So. 2d at 951; *Ferguson*, 884 P.2d at 978; see also note 30, *supra*. It bears noting that at least one bankruptcy court, the Bankruptcy Court for the Southern District of Texas—which regularly confronts the risks associated with commingling of production proceeds in the oil, gas and mineral context—requires every debtor in a complex chapter 11 case to segregate production proceeds attributable to royalty interests. See United States Bankruptcy Court for the Southern District of Texas Procedures for Complex Chapter 11 Bankruptcy Cases at Rule 7 (“Cases Involving Debtors Engaged in Drilling, Exploration, Development and/or Operation of Oil, Gas or Mineral Properties”), which provides in relevant part:

B. Postpetition treatment of royalty, suspense accounts, and other accounts containing funds attributable to third parties. All funds received after the petition date that are attributable to an overriding royalty, working interest owner and third party funds shall be maintained by the debtor in a segregated account so designated. ...

⁴¹ See *Covington*, 551 So.2d at 938-39.

⁴² See *Louisville Joint Stock Land Bank v. Radford*, 295 U.S. 555, 589 (1935).

⁴³ E.g., *In re O'Neal*, 214 B.R. 405, 407 (Bankr. N.D. Ala. 1997) (citing *Foremost Fin. Serv. Corp. v. White (In re White)*, 908 F.2d 691, 694 (11th Cir.1990)); *Spring Valley Farms, Inc. v. Crow (In re Spring Valley Farms)*, 863 F.2d 832, 835 (11th Cir.1989) (“Notice and an opportunity to be heard are necessary to insure that due process is provided ... and emphasis on that notice and opportunity to be heard underlines a due process concern”); *In re MMH Auto. Grp., LLC*, 385 B.R. 347, 358 (Bankr. S.D. Fla. 2008), *as amended* (Mar. 18, 2008) (rejecting argument that

expedited basis may have been appropriate, the commingling effect of the Debtors' "zero balance" cash management system prejudiced Dominion's property rights. At a minimum, the Debtors should have provided Dominion adequate notice and an opportunity to object to the Cash Management Motion. The Debtors' failed to do so and thus reconsideration of the Cash Management Order is appropriate under these circumstances.

WHEREFORE, Dominion respectfully requests that this Court amend the Cash Management Order to require the Debtors (i) to segregate production proceeds attributable to Dominion's ORRI in a separate account; and (ii) grant Dominion such other relief that is fair and just. Dominion's proposed order granting the Motion to Reconsider is attached as Exhibit C.

sale order was binding on party without notice; Such reasoning flies in the face of the Due Process clause of the United States Constitution: "Due process includes the right to notice when life, liberty or property rights may be affected.").

Dated: July 29, 2015

Respectfully Submitted,

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Email: lbenton@bcattys.com

-and-

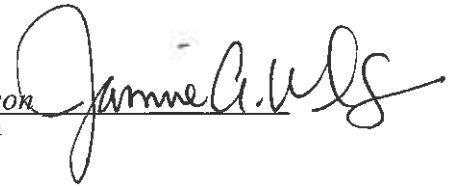
Tye C. Hancock (*Pro Hac Vice Admission Pending*)
Joseph E. Bain (*Pro Hac Vice Admission Pending*)
THOMPSON & KNIGHT LLP
333 Clay Street, Suite 3300
Houston, Texas 77002
Telephone: (713) 654-8111
Facsimile: (713) 654-1871
Email: tye.hancock@tklaw.com;
joseph.bain@tklaw.com

ATTORNEYS FOR THE DOMINION RESOURCES
BLACK WARRIOR TRUST

CERTIFICATE OF SERVICE

I hereby certify that on the 29th day of July, 2015, I electronically filed the **EMERGENCY MOTION BY DOMINION RESOURCES BLACK WARRIOR TRUST TO RECONSIDER, ON A LIMITED BASIS, THE CASH MANAGEMENT ORDER** with the Clerk of the Court using the CM-ECF system, and served a copy of the above and foregoing, upon the **Creditor Matrix (copy attached) and parties listed below** by depositing a copy of same in the United States mail, properly addressed and first-class postage prepaid.

/s/ Jamie A. Wilson
Jamie A. Wilson

A handwritten signature in black ink, appearing to read "Jamie A. Wilson", written over a horizontal line.

Label Matrix for local noticing
1126-2
Case 15-02741-TOM11
NORTHERN DISTRICT OF ALABAMA
Birmingham
Wed Jul 29 10:24:18 CDT 2015

Arch Insurance Company
c/o C. Ellis Brazeal III
Jones Walker LLP
1819 5th Avenue North
Suite 1100
Birmingham, AL 35203-2122

Birmingham Rail & Locomotive, Co., Inc.
Lindan J. Hill
600 University Park Place
Suite 100
Birmingham, AL 35209-6775

Dominion Resources Black Warrior Trust by an
c/o Lee R. Benton
Benton & Centeno, LLP
2019 3rd Avenue North
Birmingham, AL 35203-3301

Jefferson County Department of Health
and/or Mark E. Wilson, MD
1400 Sixth Avenue South
Birmingham, AL 35233-1502

Parker Towing Company, Inc.
c/o Benjamin S. Goldman, Esquire
2001 Park Place North
Suite 1200
Birmingham, AL 35203-2731

Ramsay McCormack Land Co. Inc.
c/o Lee R. Benton
Benton & Centeno, LLP
2019 3rd Avenue North
Birmingham, AL 35203-3301

Steering Committee
c/o Akin Gump Strauss Hauer & Feld LLP
One Bryant Park
Bank of America Tower
New York, NY 10036-6745

United Mine Workers of America
c/o Sharon L. Levine
Lowenstein Sandler, LLP
65 Livingston Avenue & 6 Becker Farm Rd
Roseland, NJ 07068

Wesley West Minerals, Ltd.
c/o Robert A. Morgan
ROSEN HARWOOD, PA
2200 Jack Warner Parkway, Suite 200
PO Box 2727
Tuscaloosa, AL 35403-2727

Alabama State Port Authority
c/o Benjamin S. Goldman, Esquire
2001 Park Place North
Suite 1200
Birmingham, AL 35203-2731

Aspen American Insurance Company
c/o C. Ellis Brazeal III
Jones Walker LLP
1819 5th Avenue North
Suite 1100
Birmingham, AL 35203-2122

CONSOLIDATED PIPE & SUPPLY CO., INC.
c/o Marvin E. Franklin
Najjar Denaburg, P.C.
2125 Morris Avenue
Birmingham, AL 35203-4274

G. R. Harsh Sr., Real Estate Holdings, LLC
c/o Milton Harsh
110 Malaga Avenue
Homewood, AL 35209-2025

Kurtzman Carson Consultants LLC
Attn: James Le
2335 Alaska Ave.
El Segundo, CA 90245-4808

Pension Benefit Guaranty Corporation
1200 K St., NW
Washington, DC 20005-4026

S.E. Belcher, Jr. Private Foundation No. 3
c/o Jesse S. Vogtle, Jr.
PO Box 306
Birmingham, AL 35201-0306

Thompson Tractor Co., Inc.
c/o Benjamin S. Goldman, Esquire
2001 Park Place North
Suite 1200
Birmingham, AL 35203-2731

WHH Real Estate, LLC
c/o Daniel D. Sparks
505 20th Street North
Suite 1800
Birmingham, AL 35203-4633

Wilmington Trust, National Association
Corporate Capital Markets
50 South Sixth Street Ste 1290
Minneapolis, MN 55402-1544

Appalachian Power Company d/b/a American Ele
c/o Eric T. Ray, Esq.
Post Office Box 306
Birmingham, AL 35201-0306

Automotive Rentals, Inc.
c/o McGlinchey Stafford
10407 Centurion Pkwy. N.
Suite 200
Jacksonville, FL 32256-0544

Cowin & Company, Inc.
c/o Daniel D. Sparks
505 20th Street North
Suite 1800
Birmingham, AL 35203-4633

Hager Oil Company, Inc.
c/o Marvin E. Franklin
Najjar Denaburg, P.C.
2125 Morris Avenue
Birmingham, AL 35203-4274

Nelson Brothers, LLC
c/o Daniel D. Sparks
505 20th Street North
Suite 1800
Birmingham, AL 35203-4633

RGGS Land & Minerals, LTD., L.P.
c/o Robert A. morgan
ROSEN HARWOOD, KPA
2200 Jack Warner Parkway, Suite 200
P. O. Box 2727
Tuscaloosa, AL 35403-2727

Shook and Fletcher Supply Company, Inc.
c/o Stephen B. Porterfield
Sirote & Permutt, P.C.
2311 Highland Avenue S.
Birmingham, AL 35205-2972

U.S. Securities and Exchange Commission
Atlanta Regional Office
950 East Paces Ferry Road, N.E.
Suite 900
Atlanta, GA 30326-1382

Walter Energy, Inc., et al.
3000 Riverchase Galleria
Suite 1700
Birmingham, AL 35244-2378

Patrick Darby
Bradley Arant Boult Cummings, LLP
One Federal Place
1819 5th Avenue North
Birmingham, AL 35203-2120

U. S. Bankruptcy Court
Robert S. Vance Federal Building
1800 5th Avenue North
Birmingham, AL 35203-2111

Birmingham District Tax Office
P O Box 13156
Birmingham AL 35202-3156

Birmingham Rail & Locomotive, Co., Inc.
c/o Gordon, Dana & Gilmore, LLC
600 University Park Place,
Suite 100
Birmingham, AL 35209-6775

CDW, LLC
200 N MILWAUKEE AVE
VERNON HILLS IL 60061-1577

Department of Revenue
Jefferson County Courthouse
Birmingham AL 35263

Evoqua Water Technologies LLC
10 Technology Dr
Lowell MA 01851-2728

General Counsel
State Department of
Industrial Relations
Montgomery AL 36102

George M. Phillippi
c/o Walter F. McArdle
Spain & Gillon, LLC
2117 Second Avenue North
Birmingham, Alabama 35203-3753

(p)INTERNAL REVENUE SERVICE
CENTRALIZED INSOLVENCY OPERATIONS
PO BOX 7346
PHILADELPHIA PA 19101-7346

Internal Revenue Service
P.O. Box 7346
Philadelphia, PA 19101-7346

SOUTHERN ARMATURE WORKS INC
230 22ND ST S
BIRMINGHAM AL 35233-2207

Secretary of the Treasury
1500 Pennsylvania Ave., NW
Washington, DC 20220-0001

State Department of Revenue
P O Box 1927
Pelham AL 35124-5927

State of Alabama Dept of Revenue
P O Box 320001
Montgomery AL 36132-0001

Sudden Service, Inc.
C/o Richard P Ballard
650 N. Church Avenue
Louisville, MS 39339-2033

Taylor Machine Works, Inc.
C/o Richard P. Ballard
650 N. Church Avenue
Louisville, MS 39339-2033

U.S. Securities and Exchange Commission
Branch of Reorganization
950 East Paces Ferry Road Ste 900
Atlanta, GA 30326-1382

United States Attorney
Northern District of Alabama
1801 Fourth Avenue North
Birmingham, AL 35203-2101

Cathleen C Moore
Bradley Arant Boult Cummings LLP
1819 5th Avenue North
Birmingham, AL 35203-2120

George M. Phillippi
4 Office Park Circle, Suite 313
Birmingham,, AL 35223-2695

J. Thomas Corbett
Bankruptcy Administrator
1800 5th Avenue North
Birmingham, AL 35203-2111

James Blake Bailey
Bradley Arant Boult Cummings LLP
1819 Fifth Ave N.
Birmingham, AL 35203-2120

Janine LaDouceur
264 Commerce Street
Hawthorne, NY 10532-2039

Jay R. Bender
One Federal Place
1819 Fifth Ave North
Birmingham, AL 35203-2120

Scott Greissman
White & Case LLP
1155 Avenue of the Americas
New York, NY 10036-2787

The preferred mailing address (p) above has been substituted for the following entity/entities as so specified
by said entity/entities in a Notice of Address filed pursuant to 11 U.S.C. 342(f) and Fed.R.Bank.P. 2002 (g)(4).

Internal Revenue Service
801 Tom Martin Dr
Birmingham AL 35211

(d)Internal Revenue Service
P O Box 21126
Philadelphia PA 19114

(d)Internal Revenue Service
P.O. Box 21126
Philadelphia, PA 19114

The following recipients may be/have been bypassed for notice due to an undeliverable (u) or duplicate (d) address.

(u)Delaware Trust Company, as Indenture Trust

(u)Industrial Mining Supply, Inc.

(u)Trustees UMWA Health and Retirement Funds

(u)UMB Bank, N.A.

(u)UMWA Health and Retirement Funds

(u)United Mine Workers of America 1974 Pensio

(u)United Mine Workers of America 1992 Benefi

(u)United Mine Workers of America 1993 Pensio

(u)United Mine Workers of America 2012 Retire

(u)United Mine Workers of America Cash Deferr

(u)United Mine Workers of America Combined Be

(u)United Steel, Paper and Forestry, Rubber,

(u)Wilmington Trust, National Association, as

(u)Mark E. Wilson

End of Label Matrix
Mailable recipients 54
Bypassed recipients 14
Total 68

This instrument prepared by:

Hugh Tucker, Esquire
Baker & Botts, L.L.P.
1299 Pennsylvania Ave., N.W.
Washington, D.C. 20004-2400

Source of Title: Deed Book 1138
Page 173

For recording purposes only
this instrument conveys
approximately 33,391 net
mineral acres.

1181 644

Recorded in Above

DEED Book & Page

OVERRIDING ROYALTY CONVEYANCE 06/30/94 01:43:36 PM

W. Hardy McCallum - Probate Judge
Tuscaloosa County, Alabama

DOMINION BLACK WARRIOR BASIN, INC., an Alabama Corporation,

signor"), for and in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration paid to it by NATIONSBANK OF TEXAS, N.A., a national banking association ("Trustee"), and MELLON BANK (DE) NATIONAL ASSOCIATION, a national banking association ("Delaware Trustee"), as trustees under that certain Trust Agreement dated as of May 31, 1994 establishing the DOMINION RESOURCES BLACK WARRIOR TRUST, a Delaware business trust (Trustee and Delaware Trustee and any successors collectively called "Trustees" or "Assignee"), the receipt and sufficiency of which are hereby acknowledged, has granted, bargained, sold, conveyed, transferred, assigned, set over and delivered, and by these presents does hereby grant, bargain, sell, convey, transfer, assign, set over and deliver unto Assignee, an overriding royalty interest (collectively, the "Royalty Interests" and individually, a "Royalty Interest") equal to and consisting of an undivided sixty-five percent (65%) interest in and to the Subject Gas, including, subject to the provisions of Section 7.02 hereof, that share of revenue from each Proration Unit (as defined in Article I) set forth in the "Royalty Interests" columns on Schedule A hereto with such Royalty Interests to be non-expense bearing (other than Taxes) interests for all purposes.

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EXHIBIT A

1181 PAGE 644

TO HAVE AND TO HOLD the Royalty Interests, together with all and singular the rights and appurtenances thereto in anywise belonging, unto Assignee, its successors and assigns, subject, however, to the terms and provisions of this Conveyance; and Assignor does by these presents bind and obligate itself, its successors and assigns, to WARRANT and FOREVER defend all and singular the Royalty Interests unto Assignee, its successors and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof by, through or under Assignor, but not otherwise.

ARTICLE I

Definitions

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W. Hardy McCollum - Probate Judge
Tuscaloosa County, Alabama

As used herein, the following words, terms and phrases shall have the following meanings:

"Affiliate" means, as to the party specified, any Person controlling, controlled by or under common control with such party, with the concept of control in such context meaning the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of another, whether through the ownership of voting securities, by contract or otherwise.

"Business Day" means any day which is not a Saturday, Sunday or other day on which national banking institutions are closed as authorized or required by law in the city in which the Trustee pursuant to the Trust Agreement has its principal trust offices.

"Code" means the Internal Revenue Code of 1986, as amended.

"Company Interests" means each and every kind and character of right, title, claim or interest that Assignor has at the Effective Time on the Effective Date in the leasehold estate and the Leased Land in and under the Leases and any and all renewals and extensions of any of the same, insofar and only insofar as each such Lease covers the Leased Land, and the unitization, pooling and operating agreements and orders relating to the Leases or any portions thereof insofar as they cover the Leased Land, and the Proration Units created thereby, as described in Schedule A attached hereto, all as the same shall be enlarged by virtue of the provisions hereof or by the discharge of any payments out of production or by the removal of any charges or encumbrances to which any of the same were subject at the Effective Time on the Effective Date.

"Company Interests Owner" means the Assignor while it owns all or part of the Company Interests and any other Person or Persons who acquire all or any part of such Company Interests or any operating rights therein other than a royalty, overriding royalty, production payment or net profits interest.

"Computation Period" means (i) the period commencing at the Effective Time on the Effective Date and ending on June 30, 1994 and (ii) each calendar quarter thereafter ending on the last day of each calendar quarter.

"Conveyance" means this Overriding Royalty Conveyance

"Effective Date" means June 1, 1994.

"Effective Time" means 12:01 a.m. local time in effect at the location of each Company Interest on the date specified.

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W. Hardy McCollum - Probate Judge

Tuscaloosa County, Alabama

"Existing Burdens" means all lessors' and/or landowners' royalties and any and all other royalties, overriding royalties, production payments, net profits interests and/or other burdens on production (other than the Royalty Interests) that are existing and of record as of the Effective Time on the Effective Date.

"Gas" means hydrocarbons that, at atmospheric conditions of temperature and pressure at the wellhead, are in a gaseous phase.

"Governmental Authority" means the United States of America, any state, commonwealth, territory or possession thereof and any political subdivision of any of the foregoing, including, but not limited to, courts, departments, commissions, boards, bureaus, agencies or other instrumentalities.

"Gross Proceeds" means the amounts actually received by the Company Interests Owner as revenues from the sale of Subject Gas (determined before calculation of the Royalty Interests hereunder) subject to the qualifications set forth in Section 3.04. Any Subject Gas used to operate the compression and dehydration facilities at the central gathering points shall for purposes of this definition be deemed to be sold at the same price as the remaining Subject Gas produced at such time and the proceeds therefrom shall be deemed to be received by the Company Interests Owner at the time of such use.

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Hector H. Malone, Probate Judge
Tuscaloosa County, Alabama

"Leased Land" means, for each Lease, the land covered by such Lease insofar as such Lease covers the Pottsville Formation.

"Leases" means the oil, gas and mineral leases described in Schedule A attached hereto, and made a part hereof, and any and all extensions or renewals thereof.

"Legal Requirement" means any law, statute, ordinance, decree, requirement, order, judgment, rule or regulation of, including the terms of any license or permit issued by, any Governmental Authority.

"Mcf" means one thousand cubic feet of Gas at a pressure of 14.73 pounds per square inch absolute and a temperature of 60 degrees Fahrenheit, unless otherwise specified.

"Non-Affiliate" means, as to the party specified, any Person who is not an Affiliate of such party.

"Person" means any individual, corporation, partnership, trust, estate or other entity or organization.

"Pottsville Formation" means the formation identified as the "Pottsville Formation" by the Special Field Rules established by the State Oil and Gas Board of Alabama for the Blue Creek, Deerlick Creek, and Oak Grove Coal Degasification Fields.

"Prime Interest Rate" means a varying interest rate per annum equal to the interest rate publicly announced in New York, New York by Citibank, N.A. (or its successor) from time to time as its prime commercial lending rate.

"Proration Unit" means each parcel of land designated as ~~Schedule A~~ ~~as set forth in Schedule A~~, but limited to the Pottsville Formation.

"Purchaser" means a purchaser of the Subject Gas, or any portion thereof.

"Royalty Owner" means the Assignee while it owns an interest in the Royalty Interests, and any other Person or Persons who subsequently acquire legal title to all or a portion of the Royalty Interests.

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W. Hardy McCollum - Probate Judge
Tuscaloosa County, Alabama

"Sale" means a sale, sublease or lease or other disposition of a Company Interest, or a portion thereof, by Company Interests Owner for a cash consideration or other thing of value.

"Sales Contracts" means all contracts and agreements for the offer or sale of, or commitment to offer or sell, or right of first refusal to purchase, Subject Gas.

"Sonat Agreement" means that certain gas purchase agreement dated May 3, 1994 between Assignor, as seller and Sonat Marketing Company, Inc., as buyer with respect to the Subject Gas.

"Subject Gas" means all Gas in and under, and that may be produced from, and that shall be attributable to, the Company Interests from and after the Effective Date subject to the qualifications set forth in Section 3.04(a).

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Tuscaloosa County, Alabama

"Taxes" means all severance, privilege, gross production and other similar taxes imposed on the production of Subject Gas, other than income taxes, net of any reimbursements of such severance, privilege, production or other similar taxes received from Purchasers of the Subject Gas.

"Trust" means the Dominion Resources Black Warrior Trust established pursuant to the Trust Agreement.

"Trust Agreement" means the Dominion Resources Black Warrior Trust Agreement dated as of May 31, 1994 among Dominion Resources, Inc., a Virginia corporation, Assignor, as trustor, and Trustees, as trustees, which agreement established the Trust under the laws of the State of Delaware.

"Units" means units of beneficial interest in the Trust or any successor trust.

ARTICLE II
Records and Reports

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W. Hardy McCollum - Probate Judge
Tuscaloosa County, Alabama

2.01. *Books and Records.* The Company Interests Owner shall at all times maintain true and correct books and records sufficient to determine the amounts payable to Royalty Owner hereunder.

2.02. *Inspections.* The books and records referred to in Section 2.01 shall be open for inspection by Royalty Owner and its representatives at the office of the Company Interests Owner during normal business hours.

2.03. *Quarterly Statements.* Within forty-five (45) days after the close of each Computation Period, the Company Interests Owner shall deliver to Royalty Owner a statement showing, in reasonable detail, the computation of the amounts payable to the Royalty Owner from the Royalty Interests for such Computation Period. Such Quarterly Statements shall include a statement, and any necessary supporting calculations, as to the status of the Company Interests Owner's performance of its Pratt recompletion obligations under Section 6.08 and any payments to be made pursuant thereto.

2.04. *Royalty Owner's Exceptions to Quarterly Statements.* If Royalty Owner shall take exception to any quarterly statement rendered by the Company Interests Owner, Royalty Owner shall notify the Company Interests Owner in writing within 180 days after the receipt of such statement, setting forth in such notice the specific matters complained of and to which exception is taken; and with respect to such complaints and exceptions as are justified,

adjustment shall be made. If Royalty Owner shall fail to give the Company Interests Owner notice of such complaints and exceptions prior to the expiration of such 180-day period, then the statements for such Computation Period as originally rendered by the Company Interests Owner shall be deemed to be correct as rendered absent manifest error.

2.05. *Annual Statements and Audit Reports.* Within 60 days after the end of each calendar year, if requested by Royalty Owner, the Company Interests Owner shall deliver to Royalty Owner an unaudited statement showing, on an annual basis, the information provided for in Section 2.03. Within 90 days after the end of each calendar year, the Company Interests Owner shall deliver to Royalty Owner a statement that has been audited by a nationally recognized firm of independent public accountants, which statement shall show on an annual basis the information provided for in Section 2.03. Royalty Owner shall bear the cost of each such audit. The Company Interests Owner shall provide to Royalty Owner reasonable access to the Company Interests Owner's books and records relating to the Company Interests and such information as Royalty Owner may reasonably request in connection with such audit.

ARTICLE III

Payment and Determination of Royalty Interests

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 W. Hardy McCollum - Probate Judge
 Tuscaloosa County, Alabama

3.01. *Payment.* On or before the last Business Day before the 45th day after the close of each Computation Period, the Company Interests Owner shall pay to Royalty Owner by wire transfer of immediately available funds to the account specified from time to time by

the Royalty Owner a sum equal to the Royalty Owner's share of Gross Proceeds theretofore received with respect to Subject Gas sold prior to the end of such Computation Period and not previously paid, subject to Section 3.04(c) below.

3.02. *Interest on Past Due Payments.* Any amount not paid by Company Interests Owner to Royalty Owner within 10 days after such amount is due shall bear, and Company Interests Owner will pay, interest at the Prime Interest Rate, determined at the end of each Computation Period, from such due date until such amount is paid, but not in excess of the maximum amount allowed by law.

3.03. *Overpayment.* If at any time Company Interests Owner pays Royalty Owner more than the amount due, Royalty Owner shall not be obligated to return any amount overpayment, but the amount or amounts otherwise payable for any subsequent period or periods shall be reduced by such overpayment, plus an amount equal to interest computed at the Prime Interest Rate in effect during the period of such overpayment.

3.04. *Certain Provisions Governing the Computation of the Royalty Interests.*

All of the provisions of this Conveyance shall be subject to the following:

(a) Subject Gas.

(i) Subject Gas shall not include Gas attributable to nonconsent operations conducted with respect to the Company Interests (or any portion thereof) as to which the Company Interests Owner shall be a nonconsenting party and that is dedicated to the recoupment or reimbursement of costs and expenses of the consenting party or parties by the terms of the relevant operating agreement, unit agreement, contract for development or other instrument providing for such nonconsent operations, provided Company Interests Owner's

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W. Hardy McCollum - Probate Judge

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election not to participate in such operations is made in conformity with the provisions of Section 6.02 hereof.

(ii) Subject Gas shall not include Gas unavoidably lost in the production thereof.

(iii) Subject Gas shall include Gas produced from any Proration Unit used to operate the compression and dehydration facilities at the central gathering points, but shall not include (a) such Gas if previously included in Subject Gas, or (b) any other Gas produced from any Proration Unit that is used by the Company Interests Owner in conformity with historical practices for fuel gas for compression in connection with gathering from the Leased Land to a central delivery point and for field compression and production operations conducted for the purpose of producing Subject Gas.

(b) Receipt of Gross Proceeds.

(i) Any cash consideration or other thing of value received by the Company Interests Owner for any Sale by Company Interests Owner of any of the Company Interests, or any part thereof, shall not be included in Gross Proceeds.

(ii) If a controversy or possible controversy exists (whether by reason of any Legal Requirement, contract or otherwise) as to the correct or lawful sales price of any Subject Gas, then:

(a) amounts withheld by the Purchaser or deposited by it with an escrow agent shall not be considered to be received by the Company Interests Owner until actually collected by Company Interests Owner, but

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W. Hardy McCollum - Probate Judge
Tuscaloosa County, Alabama

any interest, penalty, or other amount paid to Company Interests Owner in respect thereof shall be included in Gross Proceeds;

(b) amounts received by the Company Interests Owner and promptly deposited by it with a Non-Affiliate escrow agent, to be placed in interest bearing accounts under usual and customary terms, shall not be considered to have been received by the Company Interests Owner, but all amounts thereafter paid to Company Interests Owner by such escrow agent (including interest thereon) shall be considered to be amounts received from the sale of Subject Gas; and

(c) amounts received by Company Interests Owner and not deposited with an escrow agent shall be considered to be received for purposes of determining Gross Proceeds.

(c) Taxes. The Royalty Interests shall bear their proportionate share of Taxes; however, the Royalty Owner hereby authorizes and directs Company Interests Owner to deduct such Taxes from each payment to the Royalty Owner and pay (or cause to be paid) such Taxes on Royalty Owner's behalf.

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W. Hardy McCollum - Probate Judge
Tuscaloosa County, Alabama

ARTICLE IV

Marketing of Subject Gas

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 W. Hardy McCallum - Probate Judge
 Tuscaloosa County, Alabama

4.01. *Sales Contracts.* Company Interests Owner shall use such efforts to market

or cause to be marketed all Subject Gas at such prices and on such terms as would a reasonably prudent operator. For such purposes, sales of Subject Gas may continue to be made by Company Interests Owner pursuant to the Sonat Agreement. Company Interests Owner may amend the Sonat Agreement so long as (a) except as specifically set forth in this Section 4.01, the provisions setting the minimum price and ceiling price and the obligation to purchase the base quantities of Subject Gas through December 31, 1998 are not modified and (b) such amendment, in Company Interests Owner's judgment acting as would a reasonably prudent operator, does not adversely affect the Royalty Interests. In the event the Company Interests Owner amends the Sonat Agreement so as to lower the base quantities to which the minimum price and ceiling price apply, the Company Interests Owner shall be obligated to pay the Trust for each Computation Period the difference, if any, between (i) the amount of Gross Proceeds that would have been generated during such Computation Period if the contract had not been amended and (ii) the Gross Proceeds actually generated. Company Interests Owner agrees, except as provided in the following sentence, not to take any action to terminate the put and call arrangements Sonat has currently in place to minimize its losses as a result of the minimum price provisions of the Sonat Agreement. In the event Company Interests Owner amends the Sonat Agreement to reduce the base quantities, the existing put and call arrangement may be terminated provided that Sonat enters into a replacement put and call arrangement as to the

revised base quantities with a nationally recognized commodities brokerage firm. Company Interests Owner may enter into one or more Sales Contracts in the future at such prices and containing such terms as would a reasonably prudent operator.

4.02. *Performance of Sales Contracts.* Company Interests Owner shall duly perform all material obligations binding on it under Sales Contracts in accordance with the terms thereof and shall take all measures which, in its sole judgment, it shall deem appropriate to enforce the performance under each of the Sales Contracts of the obligations of the Purchaser thereunder.

4.03. *Reliance by Third Party.* As to any party to a Sales Contract, the acts of Company Interests Owner shall be binding on Royalty Owner, but shall not release Company Interests Owner from its obligations thereunder. Royalty Owner will not be required to join with Company Interests Owner in any division or transfer order or any Sales Contract. Proceeds from the Subject Gas produced and sold from the Company Interests will be paid by purchasers thereof directly to Company Interests Owner (or its operator) without the necessity of joinder by or consent of Royalty Owner.

ARTICLE V

Non-Liability of Royalty Owner

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W. Hardy McCollum - Probate Judge
Tuscaloosa County, Alabama

In no event shall Royalty Owner or the Trustees be liable or responsible in any way for any costs or liabilities incurred by Company Interests Owner or other lessees attributable to the Company Interests or to the Subject Gas. It is the express intention and agreement of

Assignor and Assignee that the Royalty Interests shall constitute non-expense bearing (other than Taxes) interests for all purposes.

ARTICLE VI

Operation of Company Interests

6.01. *Reasonably Prudent Operator Standard.* Company Interests Owner agrees that it will conduct and carry on, as would a reasonably prudent operator, or cause to be so conducted or carried on, the development, maintenance and operation of the Company Interests as if not burdened by the Royalty Interests (i.e., an operator entitled to receive 100% of the Gross Proceeds, able to utilize fully all the tax credits attributable to the Subject Gas and obligated to bear 100% of the costs of such development, maintenance and operation).

6.02. *Nonconsent.* Provided Company Interests Owner complies with its obligations under Section 6.01 or is acting in accordance with the requirements of Section 6.07, Company Interests Owner may elect not to participate in any operation that is to be conducted under the terms of any operating agreement, unit operating agreement, contract for development or similar instrument affecting or pertaining to the Company Interests (or any portion thereof).

6.03. *Abandonment of Properties.* Nothing in this Conveyance shall obligate Company Interests Owner to operate or continue to operate any well or to operate or maintain in force or attempt to maintain in force any of the Leases when, in Company Interests Owner's opinion acting as would a reasonably prudent operator, as provided in Section 6.01, such well

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or Lease ceases to produce or is not capable of producing Gas in commercial quantities (determined before giving effect to the Royalty Interests). Under such circumstances the expiration of a Lease in accordance with its terms and conditions shall not be considered to be a voluntary surrender or abandonment thereof.

6.04. *Insurance.* Company Interests Owner shall not be required to maintain insurance covering the Property upon the Company Interests or the risks incident to the operation thereto.

6.05. *No Right To Take Production In-Kind.* Notwithstanding anything to the contrary in this Conveyance, Royalty Owner shall have no right to take in kind the production of Gas attributable to the Royalty Interests.

6.06. *Non-Operating Interest.* It is the express intent and agreement of Company Interests Owner and Royalty Owner that the Royalty Interests shall constitute (and this Conveyance shall conclusively be construed for all purposes as creating) a non-operating interest in the Company Interests for all purposes. Without limitation of the generality of the immediately preceding sentence, Company Interests Owner and Royalty Owner acknowledge that Royalty Owner has no right or power to participate in the selection of a drilling contractor, to propose the drilling of a well, to determine the timing or sequence of drilling operations, to commence or shut down production, to take over operations or to share in any operating decision whatsoever (including, without limitation, the alteration, change, amendment or termination of the unit agreements, operating agreements, the Leases or any other type of contract, conveyance or instrument, recorded or unrecorded, as heretofore or hereafter entered into, as to all or any part of the Company Interests hereunder). Company Interests Owner and Royalty Owner hereby

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expressly negate any intent to create (and this Conveyance shall never be construed as creating) a mining or other partnership or joint venture.

6.07. *No Infill Drilling.* Except as required by law, Company Interests Owner shall not consent to, cooperate with, assist in, or conduct any infill drilling on the Leased Land. Subject to Section 6.01, nothing herein shall require Company Interests Owner to affirmatively prevent consenting parties from conducting nonconsent operations within the Proration Units.

6.08. *Behind Pipe Recompletions.* Company Interests Owner shall recomplete the Wells set forth on Schedule B to recover certain "behind-pipe" reserves in the Pratt seam by March 31, 1997 in accordance with the minimum Pratt recompletions schedule set forth on Schedule C. The Company Interests Owner shall pay (at the time the quarterly payments are made pursuant to Section 3.01) for each Computation Period beginning with the Computation Period ending December 31, 1994 and continuing through the Computation Period ending March 31, 1997 an amount equal to \$1,850 per well for all such wells not recompleted on a cumulative basis in accordance with Schedule C. If Company Interests Owner fails to recomplete all such Wells by March 31, 1997, Company Interests Owner shall pay (at the time the next quarterly payment is made pursuant to Section 3.01) Royalty Owner the value attributed to such "behind-pipe" reserves for each Well not recompleted as such value is set forth on Schedule B for such Well.

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ARTICLE VII

Pooling and Unitization

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7.01. *Pooled Company Interests.* Each of the Company Interests have been
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heretofore pooled or unitized for the production of Gas. Each of the Company Interests are and shall be subject to the terms and provisions of the applicable pooling or unitization agreements and orders, and the Royalty Interest with respect to a Proration Unit shall apply to and affect only the production from such Proration Unit that is attributable to such Company Interest under and by virtue of such applicable pooling and unitization agreements and orders.

7.02. *Right to Pool.* Company Interests Owner shall have the right and power, exercisable only during the period provided in Section 7.03, to pool or unitize any of the Company Interests and to alter, change, amend or terminate any pooling or unitization agreements heretofore or hereafter entered into, as to all or any part of the Leased Land, upon such terms and provisions as Company Interests Owner shall in its sole discretion determine; provided, however, Company Interests Owner shall not take such action if, in Company Interests Owner's judgment acting as would a reasonably prudent operator, such action would adversely affect the Royalty Interests. If and whenever through the exercise of such right and power, or pursuant to any Legal Requirement, any of the Company Interests are pooled or unitized in any manner, the Royalty Interest, insofar as it affects such Company Interest, shall also be pooled or unitized, as the case may be, and in any such event such Royalty Interest in such Company Interest shall apply to and affect only the Gas production that is attributable to such Company Interest under and by virtue of the pooling or unitization.

7.03. *Applicable Period.* Company Interests Owner's power and right to pool and unitize the Company Interests and the Royalty Interests shall be exercisable and enjoyed only during the period for the life of the last survivor of the descendants of Joseph P. Kennedy, father of the late President of the United States of America, living on the date of execution hereof, plus 21 years after the death of such last survivor, or the term of this Conveyance, whichever period shall first expire.

ARTICLE VIII
Government Regulation

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Tuscaloosa County, Alabama

All obligations of Company Interests Owner hereunder shall be subject to all applicable Legal Requirements, and all applicable orders, rules, regulations and decisions of every court and Governmental Authority having jurisdiction over Assignor, the Company Interests or the Subject Gas.

ARTICLE IX
Assignments

9.01. *Assignment by Company Interests Owner.* Company Interests Owner shall have the right to assign, sell, transfer, convey, mortgage or pledge the Company Interests, or any part thereof, subject to the Royalty Interests and the terms and provisions of this Conveyance.

9.02. *Separate Computation.* If Company Interests Owner assigns, sells, transfers or otherwise conveys part, but not all, of the Company Interests then effective as of the date of such conveyance, in computing the Royalty Interests payable with respect to production from such conveyed Company Interests, Gross Proceeds attributable to the conveyed interest will be computed separately from the unassigned interest. From and after such separation, the obligations of each Company Interests Owner shall be several and shall relate only to the Company Interest owned by such Company Interests Owner.

9.03. *Assignment by Royalty Owner.* (a) Royalty Owner shall have the right to assign, sell, transfer, convey, mortgage or pledge all or an undivided interest in the Royalty Interests at any time in whole or in part. No such action will affect the method of computing Gross Proceeds, however, and if more than one Person becomes entitled to participate in the Royalty Interests, Company Interests Owner may withhold the information provided for in Article II from Royalty Owner until Company Interests Owner is furnished a recordable instrument executed by or binding upon all Persons owning an interest in such Royalty Interests designating one Person who is to receive such information.

(b) If at any time the Royalty Owner is (i) made a party to any judicial or administrative proceeding seeking the cancellation or forfeiture of any lease or leases asserting the invalidity of or otherwise challenging the Royalty Interests or any portion thereof or (ii) notified by Company Interests Owner or an Affiliate of Company Interests Owner in writing of any such proceeding to which Company Interests Owner or such Affiliate is made a party relating to the Company Interests, in either case because of the nationality, or any other status, of any one or more holders of units of beneficial interest in the Trust, Royalty Owner

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shall have the right to sell (and, if so directed by Company Interests Owner shall sell) that portion of the Royalty Interests attributable to any such Lease or Leases. If Royalty Owner sells an interest in the Royalty Interests pursuant to this paragraph (b), then effective as of the date of such sale, in computing the Royalty Interests payable with respect to production from any such Lease or Leases, Gross Proceeds attributable to any such Lease or Leases will be computed separately from the remaining portion of the Company Interests.

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9.04. *Change in Ownership.* No change of ownership or right to receive payment of amounts attributable to the Royalty Interests, or of any interest therein, shall be binding upon Company Interests Owner until notice thereof shall have been furnished by the Person claiming the benefit thereof, and then only with respect to payments thereafter made. Notice of sale or assignment shall consist of a copy of the recorded instrument accomplishing the same; notice of change of ownership or right to receive payment accomplished in any other manner (for example, by reason of incapacity, death or dissolution) shall consist of copies of recorded documents and complete proceedings legally binding and conclusive of the rights of all parties. Until such notice shall have been furnished Company Interests Owner as above provided, the payment or tender of all sums payable on the Royalty Interests may be made in the manner provided herein precisely as if no such change in interest ownership or right to receive payment has occurred. The kind of notice herein provided shall be exclusive, and no other kind, whether actual or constructive, shall be binding on Company Interests Owner.

9.05. *Rights of Mortgagee or Trustee.* If Royalty Owner shall at any time execute a mortgage or deed of trust covering all or part of the Royalty Interests, the

mortgagee(s) or trustee(s) therein named or the holder of any obligation secured thereby shall be entitled, to the extent such mortgage or deed of trust so provides, to exercise all the rights, remedies, powers and privileges conferred upon Royalty Owner by the terms of this Conveyance and to give or withhold all consents required to be obtained hereunder by Royalty Owner, but the provisions of this Section 9.05 shall in no way be deemed or construed to impose upon Company Interests Owner any obligation or liability undertaken by Royalty Owner under such mortgage or deed of trust or under the obligation secured thereby.

ARTICLE X

Miscellaneous

10.01. *Term.* This Conveyance shall remain in force so long as at least one of the Company Interests is in effect.

10.02. *Further Assurances.* Should any additional instruments of assignment and conveyance be required to describe more specifically any interests subject hereto, Company Interests Owner agrees to execute and deliver the same. Also, if any other or additional instruments are required in connection with the transfer of state or federal lease interests in order to comply with applicable laws or regulations, Company Interest Owner will execute and deliver the same.

10.03. *Notices.* All notices, statements and communications between the parties hereto shall be by (a) personal delivery, (b) a nationally recognized overnight courier,

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Tuscaloosa County, Alabama

or (c) certified mail return receipt requested. Notice shall be deemed to have been given upon receipt. All notices shall be addressed as follows:

If to Assignor: Dominion Black Warrior Basin, Inc.
P. O. Box 26532
Richmond, Virginia 23261
Attention: President

With a Copy to: Dominion Resources, Inc.
901 East Byrd Street
Richmond, Virginia 23261
Attention: General Counsel

If to Assignee: NationsBank of Texas, N.A., Trustee
901 Main Street, 12th Floor
P. O. Box 830308
Dallas, Texas 75283-0308
Attention: Dominion Resources Black
Warrior Trust, Trust
Administrator

and

Mellon Bank (DE) National
Association, Trustee
10th and Market Streets
Wilmington, Delaware 19801
Attention: Trust Department

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Local Office Address

Either party or the successors or assignees of the interest of either party hereunder may change its address or designate a new addresses for the purposes hereof by a similar notice given or directed to all parties interested hereunder at the time.

10.04. *Successors and Assigns.* Subject to the restrictions on assignments set forth in Article IX, this Conveyance, and each and every provision hereof, shall be binding

upon and shall inure to the benefit of Assignor and Assignee, their respective successors, successors-in-title, heirs and assigns.

10.05. *No Waiver.* The failure of Royalty Owner or Company Interests Owner to insist upon strict performance of a covenant hereunder or of any obligation hereunder, irrespective of the length of time for which such failure continues, shall not be a waiver of such party's right to demand strict compliance in the future. No consent or waiver, express or implied, to or of any breach or default in the performance of any obligation hereunder shall constitute a consent or waiver to or of any other breach or default in the performance of the same or any other obligation hereunder.

10.06. *Captions, Number and Gender.* Titles or captions of Articles or Sections contained in this Conveyance are inserted only as a matter of convenience and for reference, and in no way define, limit, extend or describe the scope of this Conveyance or the intent of any provision hereof. The plural and singular numbers shall, where appropriate, include the singular and plural, respectively, and words of any gender shall, where appropriate, include each other gender.

10.07. *Applicable Law.* This Conveyance and the rights and obligations of the parties hereunder shall be governed by and interpreted, construed and enforced in accordance with the laws of Alabama.

10.08. *Substitution of Warranty.* This Conveyance is made with full substitution and subrogation of Assignee as to its proportionate share of all covenants and warranties heretofore given or made with respect to the Company Interests, or any part thereof, or interest therein.

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10.09. *Arbitration.* Any dispute, controversy or claim that may arise under the Conveyance shall be governed by and subject to the arbitration provisions set forth in Article XIII of the Trust Agreement.

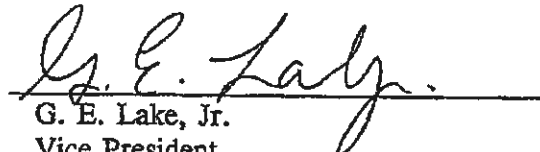
10.10. *Counterparts.* This Conveyance may be executed in a number of counterparts, each of which shall constitute an original, but such counterparts shall together constitute but one and the same instrument.

IN WITNESS WHEREOF, each of the parties hereto has caused this Conveyance to be executed in its name and behalf by its proper signatory officer thereunto duly authorized, in multiple originals, as of June 1, 1994.

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ASSIGNOR:

DOMINION BLACK WARRIOR BASIN, INC.

By: 
G. E. Lake, Jr.
Vice President

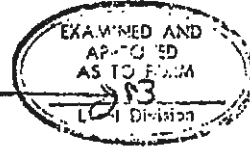
ASSIGNEE:

NATIONSBANK OF TEXAS, N.A., as Trustee for
the Dominion Resources Black Warrior Trust

By: 
Ron E. Hooper
Vice President

MELLON BANK (DE) NATIONAL ASSOCIATION,
as Delaware Trustee for the Dominion Resources
Black Warrior Trust

By: Sandy S. McKenna
Sandy S. McKenna
Assistant Vice President



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STATE OF New York
CITY OF New York

I, the undersigned authority, a Notary Public in and for said City and said State, hereby certify that G. E. Lake, Jr., whose name as Vice President of DOMINION BLACK WARRIOR BASIN, INC., an Alabama corporation, is signed to the foregoing conveyance, and who is known to me, acknowledged before me on this day that, being informed of the contents of the conveyance, he, as such officer and with full authority, executed the same voluntarily for and as the act of said corporation.

Given under my hand this 27th day of June, 1994.

Danelle Gager
Notary Public

My Commission Expires:

June 15, 1995
(Notarial Seal)
DANELLE GAGER
Notary Public, State of New York
No. 01GA5011697
Qualified in Bronx County
Commission Expires June 15, 1995

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STATE OF New York
COUNTY OF New York

I, the undersigned authority, a Notary Public in and for said County and said State, hereby certify that Ron E. Hooper, whose name as Vice President of NationsBank of Texas, N.A., a national banking association, as Trustee for the DOMINION RESOURCES BLACK WARRIOR TRUST, a Delaware business trust, is signed to the foregoing conveyance, and who is known to me, acknowledged before me on this day that, being informed of the contents of the conveyance, he, as such officer and with full authority, executed the same voluntarily for and as the act of said association, acting in its capacity as Trustee as aforesaid.

Given under my hand this 27th day of June, 1994.

Danelle Gager
Notary Public

My Commission Expires:

June 15, 1995

(Notarial Seal)
DANELLE GAGER
Notary Public, State of New York
No. 01GA5011697
Qualified in Bronx County
Commission Expires June 15, 1995

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STATE OF PENNSYLVANIA
COUNTY OF PHILADELPHIA

I, the undersigned authority, a Notary Public in and for said County and said State, hereby certify that Sandy S. McKenna, whose name as Assistant Vice President of Mellon Bank (DE) National Association, a national banking association, as Delaware Trustee for the DOMINION RESOURCES BLACK WARRIOR TRUST, a Delaware business trust, is signed to the foregoing conveyance, and who is known to me, acknowledged before me on this day that, being informed of the contents of the conveyance, he, as such officer and with full authority, executed the same voluntarily for and as the act of said association, acting in its capacity as Delaware Trustee as aforesaid.

Given under my hand this 27th day of June, 1994.

Irene Materna
Notary Public

My Commission Expires:

NOTARIAL SEAL
IRENE MATERNA, Notary Public
City of Philadelphia, Phila. County
My Commission Expires Jan. 20, 1996

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SCHEDULE A

Proration Units, Percentage Interests and Leases

This Schedule consists of two parts: Part I contains inter alia, the description of each Well and Proration Unit together with the Royalty Interests percentage interest before and after Payout; and Part II contains a description of the Leases.

There are six separate Payout Units - Cassidy "A", Cassidy "B", Cassidy "C", USX "B", USX "C", and USX "D". As used in this Schedule, "Payout" means (a) with respect to the Cassidy "A" and USX "D" Payout Units, the date on which the cumulative average production from each well in the applicable Payout Unit equals 225 MMCF, (b) with respect to Cassidy "B" and USX "B" Payout Units, the date on which the cumulative average production from each well in the Cassidy "B" Payout Unit equals 225 MMCF, and (c) with respect to Cassidy "C" and USX "C" Payout Units, the date on which the cumulative average production from each well in the Cassidy "C" Payout Unit equals 225 MMCF. The dates included in the column headed "Payout Date" is the date Payout is anticipated for each Payout Unit.

The Cassidy "A" Payout Unit includes Well Numbers 59-69, 81-84, 88-90, 92-98, 112-126. The Cassidy "B" Payout Unit includes Well Numbers 91, 99-111, 127-147. The Cassidy "C" Payout Unit includes Well Numbers 22-58, 70-80, 85-87, 410, 415, 420, 421. The USX "B" Payout Unit includes Well Numbers 189, 423-428. The USX "C" Payout Unit includes Well Numbers 409-413, 415-422. The USX "D" Payout Unit includes Well Numbers 280, 281, 393-408, 414, 429-432.

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DOMINION RESOURCES

SCHEDULE A Part I

THE UNDERLYING PROPERTIES

WELL NAME & #	PERMIT NUMBER	PRODUCTION UNIT	DESCRIPTION SEC-1/4-RM	TOTAL				APD COMPANY INTEREST	PAYED DATE	THE	
				MI	NRI	DBRI	R1			ROYALTY INTERESTS	ROYALTY INTERESTS
1 AL CUS 12-4-1	5820-C	NW/4NW/4	12-205-9M	100.0000X	78.0000X	6.3750X	84.3750X	75.0000X	01/94	54.8438X	54.8438X
2 AL CUS 12-5-2	8844-C	SU/4NW/4 NW/4SW/4	12-205-9M	100.0000X	78.0000X	5.3750X	81.3750X	75.0000X	01/94	54.1938X	54.1938X
3 AL. BASIC 23-10-4	9038-C	W/2SE/4	23-195-9M	78.1250X	68.3594X	0.0000X	68.3594X	75.0000X	01/94	44.4336X	44.4336X
4 AL. BASIC 23-14-5	9039-C	SE/4SW/4	23-195-9M	78.1250X	68.3594X	0.0000X	68.3594X	75.0000X	01/94	44.4336X	44.4336X
5 AL. BASIC 23-16-6	9017-C	E/2SE/4	23-195-9M	78.1250X	68.3594X	0.0000X	68.3594X	75.0000X	01/94	44.4336X	44.4336X
6 AL. BASIC 26-1-7	9040-C	N/2NE/4	26-195-9M	78.1250X	68.3594X	0.0000X	68.3594X	75.0000X	01/94	44.4336X	44.4336X
7 AL. BASIC 27-16-8	9375-C	SE/4SE/4 NE/4NE/4	27-195-9M	78.1250X	68.3594X	2.2500X	68.3594X	75.0000X	01/94	44.4336X	44.4336X
8 AL. BASIC 34-3-14	9188-C	NE/4NW/4 NW/4NE/4	34-195-9M	100.0000X	85.1250X	9.0000X	87.3750X	75.0000X	01/94	56.7938X	56.7938X
9 AL. BASIC 36-13-10	7475-C	SW/4SW/4	36-195-9M	78.1250X	60.9375X	9.0000X	69.9375X	75.0000X	01/94	45.4594X	45.4594X
10 AL. BASIC 36-14-11	7394-C	SE/4SW/4 SW/4SE/4	36-195-9M	78.1250X	60.9375X	9.0000X	69.9375X	75.0000X	01/94	45.4594X	45.4594X
11 AL. BASIC 36-16-12	7395-C	SE/4SE/4	36-195-9M	78.1250X	60.9375X	9.0000X	69.9375X	75.0000X	01/94	45.4594X	45.4594X
12 AL. BASIC 36-2-2	5399-C	NW/4NE/4	36-195-9M	78.1250X	60.9375X	9.0000X	69.9375X	75.0000X	01/94	45.4594X	45.4594X
13 AL. BASIC 36-4-1	5398-C	NW/4NW/4	36-195-9M	78.1250X	60.9375X	9.0000X	69.9375X	75.0000X	01/94	45.4594X	45.4594X
14 AL. BASIC 36-5-9	7577-C	S/2NW/4	36-195-9M	78.1250X	60.9375X	9.0000X	69.9375X	75.0000X	01/94	45.4594X	45.4594X
15 AL. BASIC 36-9-3	5433-C	NE/4SE/4	36-195-9M	78.1250X	60.9375X	9.0000X	69.9375X	75.0000X	01/94	45.4594X	45.4594X
16 BAUGHMAN 18-3-2	8121-C	W/2NW/4	18-185-8M	100.0000X	87.5000X	0.0000X	87.5000X	75.0000X	01/94	56.8750X	56.8750X
17 BAUGHMAN 18-6-3	8294-C	S/2NW/4	18-185-8M	100.0000X	87.5000X	0.0000X	87.5000X	75.0000X	01/94	56.8750X	56.8750X
18 BAUGHMAN 18-7-4	8352-C	W/2NE/4	18-185-8M	100.0000X	87.5000X	0.0000X	87.5000X	75.0000X	01/94	56.8750X	56.8750X
19 BEAN 14-15-1	8561-C	E/2SE/4SW/4 SW/4SE/4	14-205-9M	100.0000X	84.3333X	1.4583X	85.7917X	75.0000X	01/94	55.7666X	55.7666X
20 BIGHAN 4-13-1	9741-C	S/2SW/4	4-185-8M	100.0000X	87.5000X	0.0000X	87.5000X	75.0000X	01/94	56.8750X	56.8750X
21 CANTLEY 17-7-2	7926-C	SE/4NW/4 NE/4SW/4	17-185-8M	100.0000X	87.5000X	0.0000X	87.5000X	75.0000X	01/94	56.8750X	56.8750X
22 CANTLEY 18-12-4	8120-C	W/2SW/4	18-195-8M	100.0000X	87.5000X	7.4312X	94.9312X	75.0000X	01/94	61.7053X	61.7053X
23 CANTLEY 18-14-5	8402-C	E/2SW/4	18-195-8M	100.0000X	87.5000X	7.4312X	94.9312X	75.0000X	01/94	61.7053X	61.7053X
24 CANTLEY 18-16-5	8402-C	W/2NW/4	18-195-8M	100.0000X	87.5000X	7.4312X	94.9312X	75.0000X	01/94	61.7053X	61.7053X
25 CANTLEY 19-5-3	7927-C	NW/4SE/4	19-185-8M	100.0000X	80.0000X	0.0000X	80.0000X	75.0000X	01/94	52.0000X	52.0000X
26 CANTLEY 19-10-7	5983-C	NW/4SE/4	19-185-8M	100.0000X	80.0000X	0.0000X	80.0000X	75.0000X	01/94	52.0000X	52.0000X
27 CANTLEY 19-11-9	5987-C	NW/4SE/4	19-185-8M	100.0000X	80.0000X	0.0000X	80.0000X	75.0000X	01/94	52.0000X	52.0000X
28 CANTLEY 19-13-7	5984-C	S/2SW/4	19-185-8M	100.0000X	83.7500X	0.0000X	83.7500X	75.0000X	01/94	54.4375X	54.4375X
29 CANTLEY 19-15-7	5985-C	W/2SW/4	19-185-8M	100.0000X	80.0000X	0.0000X	80.0000X	75.0000X	01/94	52.0000X	52.0000X
30 CANTLEY 19-16-8	5986-C	SE/4SE/4	19-185-8M	100.0000X	80.0000X	0.0000X	80.0000X	75.0000X	01/94	52.0000X	52.0000X
31 CANTLEY 19-1-72	5981-C	NE/4NE/4 N/2SE/4NE/4	19-185-8M	100.0000X	80.0000X	0.0000X	80.0000X	75.0000X	01/94	52.0000X	52.0000X
32 CANTLEY 19-3-74	6041-C	NW/4NE/4 E/2NE/4NW/4	19-185-8M	100.0000X	80.0000X	0.0000X	80.0000X	75.0000X	01/94	52.0000X	52.0000X
33 CANTLEY 19-6-96	6010-C	NW/4NW/4 W/2NE/4NW/4	19-185-8M	100.0000X	80.0000X	0.0000X	80.0000X	75.0000X	01/94	52.0000X	52.0000X
34 CANTLEY 19-7-75	6005-C	S/2NW/4	19-185-8M	100.0000X	80.0000X	0.0000X	80.0000X	75.0000X	01/94	52.0000X	52.0000X
35 CANTLEY 19-9-76	5982-C	SW/4NE/4	19-185-8M	100.0000X	80.0000X	0.0000X	80.0000X	75.0000X	01/94	52.0000X	52.0000X
36 CANTLEY 20-10-86	6001-C	NE/4SE/4 S/2SE/4NE/4	20-185-8M	100.0000X	80.0000X	0.0000X	80.0000X	75.0000X	01/94	52.0000X	52.0000X
37 CANTLEY 20-12-87	6002-C	NE/4SW/4 NW/4SE/4	20-185-8M	100.0000X	80.0000X	0.0000X	80.0000X	75.0000X	01/94	52.0000X	52.0000X
38 CANTLEY 20-14-88	6003-C	W/2SW/4	20-185-8M	100.0000X	80.0000X	0.0000X	80.0000X	75.0000X	01/94	52.0000X	52.0000X
39 CANTLEY 20-16-89	6004-C	SE/4SW/4 SW/4SE/4	20-185-8M	100.0000X	80.0000X	0.0000X	80.0000X	75.0000X	01/94	52.0000X	52.0000X
40 CANTLEY 20-3-81	5998-C	E/2SE/4	20-185-8M	100.0000X	80.0000X	0.0000X	80.0000X	75.0000X	01/94	52.0000X	52.0000X
41 CANTLEY 20-5-82	6012-C	NE/4NW/4	20-185-8M	100.0000X	80.0000X	0.0000X	80.0000X	75.0000X	01/94	52.0000X	52.0000X
42 CANTLEY 20-6-83	5999-C	W/2NW/4	20-185-8M	100.0000X	80.0000X	0.0000X	80.0000X	75.0000X	01/94	52.0000X	52.0000X
43 CANTLEY 20-7-84	5999-C	SE/4NW/4	20-185-8M	100.0000X	80.0000X	0.0000X	80.0000X	75.0000X	01/94	52.0000X	52.0000X
44 CANTLEY 20-8-85	6000-C	W/2NE/4	20-185-8M	100.0000X	80.0000X	0.0000X	80.0000X	75.0000X	01/94	52.0000X	52.0000X
45 CANTLEY 21-10-105	6013-C	E/2NE/4	21-185-8M	100.0000X	80.0000X	0.0000X	80.0000X	75.0000X	01/94	52.0000X	52.0000X
46 CANTLEY 21-11-106	6017-C	NW/4SE/4 S/2SW/4NE/4	21-185-8M	100.0000X	80.0000X	0.0000X	80.0000X	75.0000X	01/94	52.0000X	52.0000X
47 CANTLEY 21-14-118	6178-C	W/2SW/4	21-185-8M	100.0000X	80.0000X	0.0000X	80.0000X	75.0000X	01/94	52.0000X	52.0000X
48 CANTLEY 21-2-102	6084-C	S/2SW/4	21-185-8M	100.0000X	80.0000X	0.0000X	80.0000X	75.0000X	01/94	52.0000X	52.0000X
49 CANTLEY 21-3-116	6089-C	NW/4NE/4 N/2SW/4NE/4	21-185-8M	100.0000X	80.0000X	0.0000X	80.0000X	75.0000X	01/94	52.0000X	52.0000X
50 CANTLEY 21-4-117	6133-C	NE/4NW/4	21-185-8M	100.0000X	80.0000X	0.0000X	80.0000X	75.0000X	01/94	52.0000X	52.0000X

1181 67
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 DEED Book # Page #
 06/30/94 01:51:17 PM
 W. Hardy McCollum - Probate Judge
 Tallapoosa County, Alabama

51	CASSIDY 21-6-103	6175-C	S/2M/4	21-185-BU	100.0000X	80.0000X	0.0000X	80.0000X	75.0000X	01/94	52.0000X	48.7500X
52	CASSIDY 21-8-104	6176-C	E/2M/4	21-185-BU	100.0000X	80.0000X	0.0000X	80.0000X	75.0000X	01/94	52.0000X	48.7500X
53	CASSIDY 22-13-112	6068-C	SU/4SW/4	22-185-BU	100.0000X	80.0000X	0.0000X	80.0000X	75.0000X	01/94	52.0000X	48.7500X
54	CASSIDY 22-14-113	6108-C	SE/4SW/4	22-185-BU	100.0000X	80.0000X	0.0000X	80.0000X	75.0000X	01/94	52.0000X	48.7500X
55	CASSIDY 22-1-107	6852-C	NE/4NE/4 E/2M/4NE/4	22-185-BU	100.0000X	80.0000X	0.0000X	80.0000X	75.0000X	01/94	52.0000X	48.7500X
56	CASSIDY 22-3-108	6086-C	NE/4M/4 W/2M/4NE/4	22-185-BU	100.0000X	80.0000X	0.0000X	80.0000X	75.0000X	01/94	52.0000X	48.7500X
57	CASSIDY 22-6-110	6105-C	SE/4M/4	22-185-BU	100.0000X	80.0000X	0.0000X	80.0000X	75.0000X	01/94	52.0000X	48.7500X
58	CASSIDY 22-7-111	6087-C	S/2M/4	22-185-BU	100.0000X	80.0000X	0.0000X	80.0000X	75.0000X	01/94	52.0000X	48.7500X
59	CASSIDY 25-10-11	5610-C	MU/4SE/4	25-185-BU	100.0000X	80.0000X	0.0000X	80.0000X	75.0000X	09/94	52.0514X	48.7500X
60	CASSIDY 25-12-14	5742-C	W/2SW/4	25-185-BU	100.0000X	80.0000X	0.0000X	80.0000X	75.0000X	09/94	52.0000X	48.7500X
61	CASSIDY 25-14-21	5636-C	SE/4SW/4	25-185-BU	100.0000X	80.0000X	0.0000X	80.0000X	75.0000X	09/94	52.0000X	48.7500X
62	CASSIDY 25-15-20	5585-C	SU/4SE/4	25-185-BU	100.0000X	80.0000X	0.0000X	80.0000X	75.0000X	09/94	52.0000X	48.7500X
63	CASSIDY 25-16-1	5492-C	E/2SE/4	25-185-BU	100.0000X	80.0000X	0.0000X	80.0000X	75.0000X	09/94	52.0000X	48.7500X
64	CASSIDY 25-3-111	5502-C	NE/4M/4	25-185-BU	100.0000X	80.0000X	0.0000X	80.0000X	75.0000X	09/94	52.0000X	48.7500X
65	CASSIDY 25-4-66	5888-C	NE/4M/4	25-185-BU	100.0000X	80.0000X	0.0000X	80.0000X	75.0000X	09/94	52.0000X	48.7500X
66	CASSIDY 25-5-67	5889-C	MU/4M/4	25-185-BU	100.0000X	80.0000X	0.0000X	80.0000X	75.0000X	09/94	52.0000X	48.7500X
67	CASSIDY 26-6-13	5507-C	SU/4M/4	26-185-BU	100.0000X	80.0000X	0.0000X	80.0000X	75.0000X	09/94	52.0000X	48.7500X
68	CASSIDY 26-10-123	6227-C	SE/4M/4	26-185-BU	100.0000X	80.0000X	0.0000X	80.0000X	75.0000X	09/94	52.0000X	48.7500X
69	CASSIDY 26-8-122	6364-C	MU/4SE/4 SU/4NE/4	26-185-BU	100.0000X	80.0000X	0.0000X	80.0000X	75.0000X	09/94	52.0000X	48.7500X
70	CASSIDY 28-1-114	6292-C	SE/4NE/4 E/2M/4NE/4	28-185-BU	100.0000X	80.0000X	0.0000X	80.0000X	75.0000X	01/94	52.0000X	48.7500X
71	CASSIDY 28-7-115	6273-C	SU/4NE/4	28-185-BU	100.0000X	80.0000X	0.0000X	80.0000X	75.0000X	01/94	52.0000X	48.7500X
72	CASSIDY 28-8-131	9820-C	SE/4NE/4	28-185-BU	100.0000X	80.0000X	0.0000X	80.0000X	75.0000X	01/94	52.0000X	48.7500X
73	CASSIDY 29-10-99	9669-C	W/2SE/4	29-185-BU	100.0000X	80.0000X	0.0000X	80.0000X	75.0000X	01/94	52.0000X	48.7500X
74	CASSIDY 29-1-95	9954-C	NE/4NE/4	29-185-BU	100.0000X	80.0000X	0.0000X	80.0000X	75.0000X	01/94	52.0000X	48.7500X
75	CASSIDY 29-2-98	5955-C	NE/4NE/4	29-185-BU	100.0000X	80.0000X	0.0000X	80.0000X	75.0000X	01/94	52.0000X	48.7500X
76	CASSIDY 29-3-90	5951-C	MU/4NE/4	29-185-BU	100.0000X	80.0000X	0.0000X	80.0000X	75.0000X	01/94	52.0000X	48.7500X
77	CASSIDY 29-4-91	5952-C	NE/4M/4	29-185-BU	100.0000X	80.0000X	0.0000X	80.0000X	75.0000X	01/94	52.0000X	48.7500X
78	CASSIDY 29-5-92	5953-C	SU/4M/4	29-185-BU	100.0000X	80.0000X	0.0000X	80.0000X	75.0000X	01/94	52.0000X	48.7500X
79	CASSIDY 29-6-93	6042-C	SE/4M/4 W/2SW/4NE/4	29-185-BU	100.0000X	80.0000X	0.0000X	80.0000X	75.0000X	01/94	52.0000X	48.7500X
80	CASSIDY 29-9-94	6144-C	SU/4NE/4	29-185-BU	100.0000X	80.0000X	0.0000X	80.0000X	75.0000X	01/94	52.0000X	48.7500X
81	CASSIDY 30-12-15	5743-C	MU/4SU/4 SU/4M/4	30-185-BU	100.0000X	83.7500X	0.0000X	83.7500X	75.0000X	09/94	52.0000X	48.7500X
82	CASSIDY 30-13-1	5491-C	SE/4SW/4	30-185-BU	100.0000X	80.0000X	0.0000X	80.0000X	75.0000X	09/94	52.0000X	48.7500X
83	CASSIDY 30-15-12	5496-C	SU/4SW/4	30-185-BU	100.0000X	80.0000X	0.0000X	80.0000X	75.0000X	09/94	52.0000X	48.7500X
84	CASSIDY 30-2-119	6198-C	S/2SE/4	30-185-BU	100.0000X	80.0000X	0.0000X	80.0000X	75.0000X	09/94	52.0000X	48.7500X
85	CASSIDY 30-2-119	6233-C	M/2NE/4	30-185-BU	100.0000X	80.0000X	0.0000X	80.0000X	75.0000X	01/94	52.0000X	48.7500X
86	CASSIDY 30-8-120	6234-C	S/2NE/4	30-185-BU	100.0000X	83.7500X	0.0000X	83.7500X	75.0000X	01/94	54.4375X	48.7500X
87	CASSIDY 31-10-124	6190-C	MU/4SE/4 E/2NE/4SU/4	31-185-BU	100.0000X	80.0000X	0.0000X	80.0000X	75.0000X	09/94	52.0000X	48.7500X
88	CASSIDY 31-12-125	6189-C	MU/4SU/4 W/2NE/4SU/4	31-185-BU	100.0000X	80.0000X	0.0000X	80.0000X	75.0000X	09/94	52.0000X	48.7500X
89	CASSIDY 31-14-65	5887-C	SE/4SU/4 SU/4SE/4	31-185-BU	100.0000X	80.0000X	0.0000X	80.0000X	75.0000X	09/94	52.0000X	48.7500X
90	CASSIDY 31-16-69	5691-C	E/2SE/4	31-185-BU	100.0000X	80.0000X	0.0000X	80.0000X	75.0000X	09/94	52.0000X	48.7500X
91	CASSIDY 31-1-17	5554-C	NE/4NE/4	31-185-BU	100.0000X	80.0000X	0.0000X	80.0000X	75.0000X	09/94	52.0000X	48.7500X
92	CASSIDY 31-1-17	5555-C	MU/4NE/4	31-185-BU	100.0000X	80.0000X	0.0000X	80.0000X	75.0000X	09/94	52.0000X	48.7500X
93	CASSIDY 31-2-10	5556-C	NE/4M/4	31-185-BU	100.0000X	80.0000X	0.0000X	80.0000X	75.0000X	09/94	52.0000X	48.7500X
94	CASSIDY 31-3-16	5490-C	MU/4M/4	31-185-BU	100.0000X	80.0000X	0.0000X	80.0000X	75.0000X	09/94	52.0000X	48.7500X
95	CASSIDY 31-4-1	5601-C	SU/4M/4	31-185-BU	100.0000X	80.0000X	0.0000X	80.0000X	75.0000X	09/94	52.0000X	48.7500X
96	CASSIDY 31-5-1A	5508-C	SE/4M/4	31-185-BU	100.0000X	80.0000X	0.0000X	80.0000X	75.0000X	09/94	52.0000X	48.7500X
97	CASSIDY 31-6-1B	5894-C	S/2NE/4	31-185-BU	100.0000X	80.0000X	0.0000X	80.0000X	75.0000X	09/94	52.0000X	48.7500X
98	CASSIDY 31-8-70	5696-C	MU/4SE/4	31-185-BU	100.0000X	80.0000X	0.0000X	80.0000X	75.0000X	09/94	52.0000X	48.7500X
99	CASSIDY 32-10-45	5680-C	NE/4SU/4	32-185-BU	100.0000X	80.0000X	0.0000X	80.0000X	75.0000X	02/95	52.0000X	48.7500X
100	CASSIDY 32-11-35	5753-C	MU/4SU/4	32-185-BU	100.0000X	80.0000X	0.0000X	80.0000X	75.0000X	02/95	52.0000X	48.7500X
101	CASSIDY 32-12-62	5697-C	SU/4SU/4	32-185-BU	100.0000X	80.0000X	0.0000X	80.0000X	75.0000X	02/95	52.0000X	48.7500X
102	CASSIDY 32-13-46	5708-C	SE/4SU/4	32-185-BU	100.0000X	80.0000X	0.0000X	80.0000X	75.0000X	02/95	52.0000X	48.7500X
103	CASSIDY 32-15-38	5709-C	S/2SE/4	32-185-BU	100.0000X	80.0000X	0.0000X	80.0000X	75.0000X	02/95	52.0000X	48.7500X
104	CASSIDY 32-16-36	5682-C	MU/4NE/4 SE/4SE/4	32-185-BU	100.0000X	80.0000X	0.0000X	80.0000X	75.0000X	02/95	52.0000X	48.7500X
105	CASSIDY 32-1-101	9670-C	MU/4NE/4	32-185-BU	100.0000X	80.0000X	0.0000X	80.0000X	75.0000X	02/95	52.0000X	48.7500X
106	CASSIDY 32-2-41	5649-C	MU/4M/4	32-185-BU	100.0000X	80.0000X	0.0000X	80.0000X	75.0000X	02/95	52.0000X	48.7500X
107	CASSIDY 32-3-33	5812-C	S/2M/4	32-185-BU	100.0000X	80.0000X	0.0000X	80.0000X	75.0000X	02/95	52.0000X	48.7500X
108	CASSIDY 32-6-40	5783-C	SU/4NE/4	32-185-BU	100.0000X	80.0000X	0.0000X	80.0000X	75.0000X	02/95	52.0000X	48.7500X
109	CASSIDY 32-7-39	5782-C	SE/4NE/4	32-185-BU	100.0000X	80.0000X	0.0000X	80.0000X	75.0000X	02/95	52.0000X	48.7500X
110	CASSIDY 32-8-34											

DEED Book 4 Page 66/30/94 01:51:24 PM

111	CASSIDY 32-9-37	5641-C	NE/4SE/4	32-185-BU	100.0000X	80.0000X	0.0000X	80.0000X	75.0000X	02/95	52.0000X	48.7500X
112	CASSIDY 36-10-28	5643-C	NW/4SE/4	36-185-BU	100.0000X	80.0000X	0.0000X	80.0000X	75.0000X	09/94	52.0000X	48.7500X
113	CASSIDY 36-11-27	5642-C	NE/4SW/4 SE/4NW/4	36-185-BU	100.0000X	80.0000X	0.0000X	80.0000X	75.0000X	09/94	52.0000X	48.7500X
114	CASSIDY 36-12-26	5641-C	NW/4SW/4	36-185-BU	100.0000X	80.0000X	0.0000X	80.0000X	75.0000X	09/94	52.0000X	48.7500X
115	CASSIDY 36-13-29	5644-C	SW/4SW/4	36-185-BU	100.0000X	80.0000X	0.0000X	80.0000X	75.0000X	09/94	52.0000X	48.7500X
116	CASSIDY 36-14-30	5645-C	SE/4SW/4	36-185-BU	100.0000X	80.0000X	0.0000X	80.0000X	75.0000X	09/94	52.0000X	48.7500X
117	CASSIDY 36-15-31	5646-C	SW/4SE/4	36-185-BU	100.0000X	80.0000X	0.0000X	80.0000X	75.0000X	09/94	52.0000X	48.7500X
118	CASSIDY 36-16-33	6248-C	SE/4SE/4 SW/4SW/4	36-185-BU 31-185-BU	100.0000X	80.0000X	0.0000X	80.0000X	75.0000X	09/94	52.0000X	48.7500X
119	CASSIDY 36-17-19	5589-C	NE/4NE/4	31-185-BU	100.0000X	80.0000X	0.0000X	80.0000X	75.0000X	09/94	52.0000X	48.7500X
120	CASSIDY 36-2-1	5493-C	NE/4NE/4	31-185-BU	100.0000X	80.0000X	0.0000X	80.0000X	75.0000X	09/94	52.0000X	48.7500X
121	CASSIDY 36-3-23	5638-C	NW/4NW/4	31-185-BU	100.0000X	80.0000X	0.0000X	80.0000X	75.0000X	09/94	52.0000X	48.7500X
122	CASSIDY 36-4-22	5637-C	NW/4NW/4	31-185-BU	100.0000X	80.0000X	0.0000X	80.0000X	75.0000X	09/94	52.0000X	48.7500X
123	CASSIDY 36-5-24	5639-C	SW/4NW/4	31-185-BU	100.0000X	80.0000X	0.0000X	80.0000X	75.0000X	09/94	52.0000X	48.7500X
124	CASSIDY 36-7-25	5640-C	SW/4NE/4	31-185-BU	100.0000X	80.0000X	0.0000X	80.0000X	75.0000X	09/94	52.0000X	48.7500X
125	CASSIDY 36-8-4	5537-C	SE/4NE/4	31-185-BU	100.0000X	80.0000X	0.0000X	80.0000X	75.0000X	09/94	52.0000X	48.7500X
126	CASSIDY 36-9-71	5922-C	NE/4SE/4	36-185-BU	100.0000X	80.0000X	0.0000X	80.0000X	75.0000X	09/94	52.0000X	48.7500X
127	CASSIDY 5-11-56	5800-C	NE/4SW/4	5-195-BU	100.0000X	80.0000X	0.0000X	80.0000X	75.0000X	02/95	52.0000X	48.7500X
128	CASSIDY 5-13-48	5799-C	SE/2SW/4	5-195-BU	100.0000X	80.0000X	0.0000X	80.0000X	75.0000X	02/95	52.0000X	48.7500X
129	CASSIDY 5-14-57	5815-C	SE/4SW/4	5-195-BU	100.0000X	80.0000X	0.0000X	80.0000X	75.0000X	02/95	52.0000X	48.7500X
130	CASSIDY 5-2-126	6253-C	SE/4NW/4 NW/4NE/4	5-195-BU	100.0000X	80.0000X	0.0000X	80.0000X	75.0000X	02/95	52.0000X	48.7500X
131	CASSIDY 5-4-49	5709-C	NW/4NW/4	5-195-BU	100.0000X	80.0000X	0.0000X	80.0000X	75.0000X	02/95	52.0000X	48.7500X
132	CASSIDY 5-5-50	5814-C	SW/4NW/4	5-195-BU	100.0000X	80.0000X	0.0000X	80.0000X	75.0000X	02/95	52.0000X	48.7500X
133	CASSIDY 5-6-61	5752-C	SE/4NW/4	5-195-BU	100.0000X	80.0000X	0.0000X	80.0000X	75.0000X	02/95	52.0000X	48.7500X
134	CASSIDY 6-10-52	7227-C	NE/4SE/4	6-195-BU	100.0000X	80.0000X	0.0000X	80.0000X	75.0000X	02/95	52.0000X	48.7500X
135	CASSIDY 6-11-54	7229-C	NE/4SW/4	6-195-BU	100.0000X	80.0000X	0.0000X	80.0000X	75.0000X	02/95	52.0000X	48.7500X
136	CASSIDY 6-13-51	7624-C	NE/4SW/4	6-195-BU	100.0000X	80.0000X	0.0000X	80.0000X	75.0000X	02/95	52.0000X	48.7500X
137	CASSIDY 6-14-55	7361-C	SE/4SW/4 SW/4SW/4	6-195-BU	100.0000X	80.0000X	0.0000X	80.0000X	75.0000X	02/95	52.0000X	48.7500X
138	CASSIDY 6-16-68	5890-C	SE/4SE/4 SW/4SE/4	6-195-BU	100.0000X	80.0000X	0.0000X	80.0000X	75.0000X	02/95	52.0000X	48.7500X
139	CASSIDY 6-3-44	5859-C	NE/4NW/4	6-195-BU	100.0000X	80.0000X	0.0000X	80.0000X	75.0000X	02/95	52.0000X	48.7500X
140	CASSIDY 6-4-42	5702-C	NE/4NW/4	6-195-BU	100.0000X	80.0000X	0.0000X	80.0000X	75.0000X	02/95	52.0000X	48.7500X
141	CASSIDY 6-4-43	5671-C	NW/4NW/4	6-195-BU	100.0000X	80.0000X	0.0000X	80.0000X	75.0000X	02/95	52.0000X	48.7500X
142	CASSIDY 6-5-43	6252-C	SW/4NW/4 NW/2NW/4SW/4	6-195-BU	100.0000X	80.0000X	0.0000X	80.0000X	75.0000X	02/95	52.0000X	48.7500X
143	CASSIDY 6-6-53	7228-C	SE/4NW/4	6-195-BU	100.0000X	80.0000X	0.0000X	80.0000X	75.0000X	02/95	52.0000X	48.7500X
144	CASSIDY 6-7-129	7311-C	SE/4NW/4	6-195-BU	100.0000X	80.0000X	0.0000X	80.0000X	75.0000X	02/95	52.0000X	48.7500X
145	CASSIDY 6-9-47	5813-C	NE/4SE/4	6-195-BU	100.0000X	80.0000X	0.0000X	80.0000X	75.0000X	02/95	52.0000X	48.7500X
146	CASSIDY 8-12-58	5801-C	NW/4SW/4	8-195-BU	100.0000X	80.0000X	0.0000X	80.0000X	75.0000X	02/95	52.0000X	48.7500X
147	CASSIDY 8-13-59	5861-C	SW/4SW/4	8-195-BU	100.0000X	80.0000X	0.0000X	80.0000X	75.0000X	02/95	52.0000X	48.7500X
148	CASSIDY 8-4-63	5860-C	NW/4NW/4	8-195-BU	100.0000X	80.0000X	0.0000X	80.0000X	75.0000X	02/95	52.0000X	48.7500X
149	CASSIDY 8-5-60	5802-C	SW/4NW/4	8-195-BU	100.0000X	80.0000X	0.0000X	80.0000X	75.0000X	02/95	52.0000X	48.7500X
150	CHEVON 23-16-18	8250-C	S/2SE/4	23-185-BU	100.0000X	80.0000X	0.0000X	80.0000X	75.0000X	02/95	52.0000X	48.7500X
151	CHEVON 24-16-16	8682-C	S/2SE/4	24-185-BU	100.0000X	80.0000X	0.0000X	80.0000X	75.0000X	02/95	52.0000X	48.7500X
152	CHEVON 25-11-3	5599-C	NE/4SW/4	25-185-BU	100.0000X	80.0000X	0.0000X	80.0000X	75.0000X	02/95	52.0000X	48.7500X
153	CHEVON 25-2-1	5650-C	W/2NE/4	25-185-BU	100.0000X	80.0000X	0.0000X	80.0000X	75.0000X	02/95	52.0000X	48.7500X
154	CHEVON 25-8-2	5651-C	S/2NE/4	25-185-BU	100.0000X	80.0000X	0.0000X	80.0000X	75.0000X	02/95	52.0000X	48.7500X
155	CHEVON 26-5-9	7049-C	W/2NW/4	26-185-BU	100.0000X	80.0000X	0.0000X	80.0000X	75.0000X	02/95	52.0000X	48.7500X
156	CHEVON 27-1-10	7050-C	E/2NE/4	27-185-BU	100.0000X	80.0000X	0.0000X	80.0000X	75.0000X	02/95	52.0000X	48.7500X
157	CHEVON 30-10-8	6245-C	NE/4SW/4 NW/4SE/4	30-185-BU	100.0000X	80.0000X	0.0000X	80.0000X	75.0000X	02/95	52.0000X	48.7500X
158	CHRISTIAN 12-5-2	7265-C	W/2NW/4	12-195-BU	100.0000X	80.0000X	0.0000X	80.0000X	75.0000X	02/95	52.0000X	48.7500X
159	ELEMENTS 34-11-1	7230-C	NE/4SW/4 NW/4SE/4	34-185-BU	100.0000X	80.0000X	0.0000X	80.0000X	75.0000X	02/95	52.0000X	48.7500X
160	ELEMENTS 34-15-1	7476-C	SW/4SE/4	34-185-BU	100.0000X	80.0000X	0.0000X	80.0000X	75.0000X	02/95	52.0000X	48.7500X
161	ELEMENTS 34-16-2	7231-C	SE/4SE/4	34-185-BU	100.0000X	80.0000X	0.0000X	80.0000X	75.0000X	02/95	52.0000X	48.7500X
162	COLBURN 15-15-2	7385-C	S/2SE/4	15-205-BU	100.0000X	80.0000X	0.0000X	80.0000X	75.0000X	02/95	52.0000X	48.7500X
163	COLBURN 15-9-1	7379-C	W/2SE/4	15-205-BU	100.0000X	80.0000X	0.0000X	80.0000X	75.0000X	02/95	52.0000X	48.7500X
164	CUMMINGHAM 10-1-1	6249-C	NE/4NE/4	10-205-BU	100.0000X	80.0000X	0.0000X	80.0000X	75.0000X	02/95	52.0000X	48.7500X
165	CUMMINGHAM 10-2-2	6293-C	NE/4NW/4 NW/4NE/4	10-205-BU	100.0000X	80.0000X	0.0000X	80.0000X	75.0000X	02/95	52.0000X	48.7500X
166	CUMMINGHAM 28-13-3	8767-C	SW/4SE/4 SE/4SW/4	28-195-BU	100.0000X	80.0000X	0.0000X	80.0000X	75.0000X	02/95	52.0000X	48.7500X
167	CUMMINGHAM 34-8-2	7625-C	SE/4NE/4	34-195-BU	100.0000X	80.0000X	0.0000X	80.0000X	75.0000X	02/95	52.0000X	48.7500X
168	CUMMINGHAM 35-12-1	7820-C	W/2SW/4	35-195-BU	100.0000X	80.0000X	0.0000X	80.0000X	75.0000X	02/95	52.0000X	48.7500X
169	DAVANI 1-12-10	6807-C	NW/4SW/4	1-195-BU	100.0000X	80.0000X	0.0000X	80.0000X	75.0000X	02/95	52.0000X	48.7500X
170	DAVANI 1-13-11	7312-C	S/2SW/4	1-195-BU	100.0000X	80.0000X	0.0000X	80.0000X	75.0000X	02/95	52.0000X	48.7500X

Recorded in Above
DEED Book & Page

171	DAVANI	21-16-16	8891-C	S/2SE/4	21-19S-9A	100.0000X	83.5000X	4.0000X	87.5000X
172	DAVANI	23-13-8	6130-C	M/2SU/4	23-20S-9A	100.0000X	83.5000X	4.0000X	87.5000X
173	DAVANI	23-2-9	6120-C	M/2NE/4	23-20S-9A	100.0000X	83.5000X	4.0000X	87.5000X
174	DAVANI	23-7-7	6119-C	SU/4NE/4	23-20S-9A	100.0000X	83.5000X	4.0000X	87.5000X
175	DAVANI	3-1-12	7953-C	E/2NE/4	3-19S-9A	100.0000X	83.5000X	4.0000X	87.5000X
176	DAVANI	3-2-13	8571-C	ME/4MU/4	3-19S-9A	100.0000X	83.5000X	4.0000X	87.5000X
177	DAVANI	7-11-4	5826-C	ME/4SU/4	7-20S-8A	100.0000X	83.5000X	4.0000X	87.5000X
178	DAVANI	7-12-5	5858-C	ME/4SU/4	7-20S-8A	100.0000X	83.5000X	4.0000X	87.5000X
179	DAVANI	7-13-6	5825-C	SU/4SU/4	7-20S-8A	100.0000X	83.5000X	4.0000X	87.5000X
180	DAVANI	7-14-1	5656-C	SE/4SU/4	7-20S-8A	100.0000X	83.5000X	4.0000X	87.5000X
181	DAVANI	7-4-2	5644-C	MU/4MU/4	7-20S-8A	100.0000X	83.5000X	4.0000X	87.5000X
182	DAVANI	7-5-3	5832-C	SU/4MU/4	7-20S-8A	100.0000X	83.5000X	4.0000X	87.5000X
183	DAVIS	24-10-4	8855-C	MU/4SE/4	24-18S-9A	100.0000X	87.5000X	0.0000X	87.5000X
184	DAVIS	24-7-1	8170-C	SE/4MU/4	24-18S-9A	100.0000X	87.5000X	0.0000X	87.5000X
185	DAVIS	24-8-2	8251-C	SE/4NE/4	24-18S-9A	100.0000X	87.5000X	0.0000X	87.5000X
186	DAVIS	24-9-3	8252-C	E/2SE/4	24-18S-9A	100.0000X	87.5000X	0.0000X	87.5000X
187	DEAL	27-4-1	7949-C	MU/4MU/4	27-18S-8A	100.0000X	87.5000X	0.0000X	87.5000X
188	DEAL	27-5-2	9821-C	SU/4MU/4	27-18S-8A	100.0000X	87.5000X	0.0000X	87.5000X
189	DREHMOND	6-1-1	6449-C	ME/4NE/4	6-19S-8A	100.0000X	80.0000X	0.0000X	80.0000X
190	EARNEST	15-10-2	6765-C	M/2SE/4	15-18S-8A	100.0000X	87.5000X	0.0000X	87.5000X
191	EARNEST	15-15-5	6764-C	SE/4SU/4	15-18S-8A	100.0000X	87.5000X	0.0000X	87.5000X
192	EARNEST	15-16-4	6867-C	SE/4SE/4	15-18S-8A	100.0000X	87.5000X	0.0000X	87.5000X
193	EARNEST	24-13-1	8681-C	V/2SU/4	24-18S-9A	100.0000X	87.5000X	0.0000X	87.5000X
194	F A BANK	12-1-4	6758-C	E/2NE/4	12-19S-9A	100.0000X	84.5000X	0.0000X	87.1094X
195	F A BANK	25-10-17	7095-C	ME/4SU/4	25-19S-9A	100.0000X	87.5000X	0.0000X	87.5000X
196	F A BANK	25-11-2	5404-C	ME/4SU/4	25-19S-9A	100.0000X	87.5000X	0.0000X	87.5000X
197	F A BANK	25-12-20	7576-C	SU/4MU/4	25-19S-9A	100.0000X	87.5000X	0.0000X	87.5000X
198	F A BANK	25-14-1	5397-C	SU/4SU/4	25-19S-9A	100.0000X	87.5000X	0.0000X	87.5000X
199	F A BANK	25-15-3A	5416-C	SU/4SE/4	25-19S-9A	100.0000X	87.5000X	0.0000X	87.5000X
200	F A BANK	25-1-13	7793-C	E/2NE/4	25-19S-9A	100.0000X	87.5000X	0.0000X	87.5000X
201	F A BANK	25-2-14	7094-C	MU/4MU/4	25-19S-9A	100.0000X	87.5000X	0.0000X	87.5000X
202	F A BANK	25-4-19	7397-C	M/2NE/4	25-19S-9A	100.0000X	87.5000X	0.0000X	87.5000X
203	F A BANK	25-7-15	7096-C	SU/4SE/4	25-19S-9A	100.0000X	87.5000X	0.0000X	87.5000X
204	F A BANK	26-11-18	7398-C	SE/4SE/4	26-19S-9A	100.0000X	87.5000X	0.0000X	87.5000X
205	F A BANK	34-13-21	7266-C	S/2SU/4	34-19S-9A	100.0000X	83.5000X	11.4312X	94.9312X
206	F A BANK	34-1-6	6969-C	ME/4NE/4	35-18S-9A	100.0000X	87.5000X	9.9083X	97.4083X
207	F A BANK	35-2-8	6750-C	M/2NE/4	35-18S-9A	100.0000X	87.5000X	9.9083X	97.4083X
208	F A BANK	35-3-9	6760-C	SU/4MU/4	35-18S-9A	100.0000X	87.5000X	9.9083X	97.4083X
209	F A BANK	35-5-10	6871-C	SU/4SU/4	35-18S-9A	100.0000X	87.5000X	9.9083X	97.4083X
210	FAB	10-15-24	7957-C	SU/4SE/4	10-19S-9A	100.0000X	84.5000X	10.4312X	94.9312X
211	FAB	10-16-25A	8313-C	SE/4SE/4	10-19S-9A	100.0000X	84.5000X	10.4312X	94.9312X
212	FAB	10-9-23	7955-C	M/2SE/4	12-19S-9A	100.0000X	84.5000X	10.4312X	94.9312X
213	FAB	12-2-5	8890-C	ME/4MU/4	12-19S-9A	100.0000X	84.5000X	10.4312X	94.9312X
214	FAB	25-16-22	9298-C	E/2SE/4	26-19S-9A	100.0000X	84.5000X	10.4312X	94.9312X
215	FAB	27-16-28	9873-C	SE/4SE/4	27-20S-9A	100.0000X	84.5000X	10.4312X	94.9312X
216	FAB	27-9-27	9872-C	ME/4SE/4	27-20S-9A	100.0000X	84.5000X	10.4312X	94.9312X
217	FAB	34-12-7	8314-C	MU/4SU/4	34-18S-9A	100.0000X	87.5000X	9.9083X	97.4083X
218	FEDERAL	B-16-12	9666-C	S/2SE/4SE/4	B-18S-8A	100.0000X	87.5000X	0.0000X	87.5000X
219	FEDERAL	B-9-10	9667-C	M/2SE/4SE/4	B-18S-8A	100.0000X	87.5000X	0.0000X	87.5000X
220	FEDERAL	9-12-7	9333-C	M/2SU/4	9-18S-8A	100.0000X	87.5000X	0.0000X	87.5000X
221	FEDERAL	9-14-6	9332-C	S/2SU/4	9-18S-8A	100.0000X	87.5000X	0.0000X	87.5000X
222	FEDERAL	9-4-5	9331-C	M/2MU/4	9-18S-8A	100.0000X	87.5000X	0.0000X	87.5000X
223	FGLI	26-2-1	7292-C	M/2NE/4	26-18S-9A	100.0000X	87.5000X	0.0000X	87.5000X
224	FGLI	26-6-3	7374-C	E/2MU/4	26-18S-9A	100.0000X	87.5000X	0.0000X	87.5000X
225	FIB	1-3-1	5943-C	M/2MU/4	1-20S-9A	100.0000X	83.5000X	4.0000X	87.5000X
226	FRIEDMAN	10-10-28	6193-C	M/2SE/4	10-20S-9A	100.0000X	87.5000X	4.3750X	82.3750X
227	FRIEDMAN	10-15-29	6191-C	S/2SE/4	10-20S-9A	100.0000X	87.5000X	4.3750X	82.3750X
228	FRIEDMAN	11-10-8	5816-C	MU/4NE/4	11-20S-9A	100.0000X	87.5000X	4.3750X	82.3750X
229	FRIEDMAN	11-11-17	5900-C	E/2SU/4	11-20S-9A	100.0000X	87.5000X	4.3750X	82.3750X
230	FRIEDMAN	11-13-18	5905-C	V/2SU/4	11-20S-9A	100.0000X	87.5000X	4.3750X	82.3750X

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W. Hardy McCollum - Probate Judge
Tuscaloosa County, Alabama

231 FRIEDMAN 12-1-9	5822-C	NE/NE/4	12-205-9M	100.0000X	78.0000X	4.3750X	82.3750X	55.2094X	55.2094X
232 FRIEDMAN 12-2-50	8302-C	W/2NE/4	12-205-9M	100.0000X	78.0000X	4.3750X	82.3750X	54.6542X	54.6542X
233 FRIEDMAN 12-8-10	8823-C	SE/4NE/4	12-205-9M	100.0000X	78.0000X	4.3750X	82.3750X	53.5438X	53.5438X
234 FRIEDMAN 13-13-3	5597-C	SW/4SW/4	13-205-9M	100.0000X	78.0000X	4.3750X	82.3750X	53.5438X	53.5438X
235 FRIEDMAN 14-12-34	6888-C	W/2SW/4	14-205-9M	100.0000X	78.0000X	4.3750X	82.3750X	53.5438X	53.5438X
236 FRIEDMAN 14-6-33	8562-C	SW/4SW/4	14-205-9M	100.0000X	78.0000X	4.3750X	82.3750X	53.5438X	53.5438X
237 FRIEDMAN 18-15-4	6952-C	S/2NW/4	18-205-9M	100.0000X	78.0000X	4.3750X	82.3750X	53.5438X	53.5438X
239 FRIEDMAN 18-2-5	5745-C	SW/4SE/4	18-205-9M	100.0000X	78.0000X	4.3750X	82.3750X	53.5438X	53.5438X
240 FRIEDMAN 18-3-31	5915-C	NE/4NW/4	18-205-9M	100.0000X	78.0000X	4.3750X	82.3750X	53.5438X	53.5438X
241 FRIEDMAN 18-7-30	5908-C	SE/4NE/4	18-205-9M	100.0000X	78.0000X	4.3750X	82.3750X	53.5438X	53.5438X
242 FRIEDMAN 18-8-2	5619-C	SW/4NE/4	18-205-9M	100.0000X	78.0000X	4.3750X	82.3750X	53.5438X	53.5438X
243 FRIEDMAN 18-9-1	5473-C	E/2SE/4	18-205-9M	100.0000X	78.0000X	4.3750X	82.3750X	53.5438X	53.5438X
244 FRIEDMAN 22-12-53	8382-C	W/2SW/4	22-205-9M	100.0000X	78.0000X	4.3750X	82.3750X	53.5438X	53.5438X
245 FRIEDMAN 22-14-38	6690-C	S/2SW/4	22-205-9M	100.0000X	78.0000X	4.3750X	82.3750X	53.5438X	53.5438X
246 FRIEDMAN 22-15-39	6118-C	SW/4SE/4	22-205-9M	100.0000X	78.0000X	4.3750X	82.3750X	53.5438X	53.5438X
247 FRIEDMAN 22-15-54	7069-C	W/2SE/4	22-195-9M	100.0000X	78.0000X	4.3750X	82.3750X	53.5438X	53.5438X
248 FRIEDMAN 22-16-55	7870-C	E/2SE/4	22-195-9M	100.0000X	78.0000X	4.3750X	82.3750X	53.5438X	53.5438X
249 FRIEDMAN 22-4-52	7979-C	W/2NW/4	22-195-9M	100.0000X	78.0000X	4.3750X	82.3750X	53.5438X	53.5438X
250 INTENTIONALLY OMITTED									
251 FRIEDMAN 23-4-41	6122-C	W/2NW/4	23-205-9M	100.0000X	80.7500X	4.1875X	84.9375X	55.2094X	55.2094X
252 FRIEDMAN 23-5-40	6121-C	SW/4NW/4	23-205-9M	100.0000X	75.3333X	6.7500X	84.0000X	54.6542X	54.6542X
253 FRIEDMAN 2-12-21	5903-C	W/2SW/4	2-205-9M	100.0000X	78.0000X	4.3750X	82.3750X	53.5438X	53.5438X
254 FRIEDMAN 2-14-22	5904-C	E/2SW/4	2-205-9M	100.0000X	78.0000X	4.3750X	82.3750X	53.5438X	53.5438X
255 FRIEDMAN 2-1-15	5831-C	NE/4NE/4	2-205-9M	100.0000X	78.0000X	4.3750X	82.3750X	53.5438X	53.5438X
256 FRIEDMAN 2-5-42	6365-C	W/2NW/4	2-205-9M	100.0000X	78.0000X	4.3750X	82.3750X	53.5438X	53.5438X
257 FRIEDMAN 2-9-16	5830-C	S/2SE/4NE/4	2-205-9M	100.0000X	81.6667X	4.1250X	85.7917X	53.5438X	53.5438X
258 FRIEDMAN 30-12-47	7314-C	W/4SW/4	30-195-9M	78.1250X	60.9375X	4.3750X	65.3125X	42.4531X	42.4531X
259 FRIEDMAN 30-13-48	7393-C	SW/4SW/4	30-195-9M	78.1250X	60.9375X	4.3750X	65.3125X	42.4531X	42.4531X
260 FRIEDMAN 30-4-45	7349-C	SW/4NW/4	30-195-9M	78.1250X	60.9375X	4.3750X	65.3125X	42.4531X	42.4531X
261 FRIEDMAN 30-5-46	7962-C	SW/4NW/4	30-195-9M	78.1250X	60.9375X	4.3750X	65.3125X	42.4531X	42.4531X
262 FRIEDMAN 31-12-19	7423-C	W/2SW/4	31-195-9M	78.1250X	60.9375X	4.3750X	65.3125X	42.4531X	42.4531X
263 FRIEDMAN 34-10-37	7626-C	W/4SE/4	34-195-9M	100.0000X	78.0000X	4.3750X	82.3750X	53.5438X	53.5438X
264 FRIEDMAN 34-15-58	7871-C	W/2SW/4	34-195-9M	100.0000X	78.0000X	4.3750X	82.3750X	53.5438X	53.5438X
265 FRIEDMAN 36-11-56	7474-C	W/4SE/4	36-195-9M	100.0000X	78.0000X	4.3750X	82.3750X	53.5438X	53.5438X
266 FRIEDMAN 36-1-43	7293-C	NE/4NE/4	36-195-9M	78.1250X	60.9375X	4.3750X	67.6250X	43.9563X	43.9563X
267 FRIEDMAN 36-1-1	5284-C	NE/4NE/4	36-195-9M	78.1250X	60.9375X	4.3750X	65.3125X	42.4531X	42.4531X
268 FRIEDMAN 36-7-44	7313-C	SW/4NE/4	36-195-9M	78.1250X	60.9375X	4.3750X	67.6250X	42.4531X	42.4531X
269 FRIEDMAN 36-8-2	5417-C	SE/4NE/4	36-195-9M	78.1250X	60.9375X	4.3750X	67.6250X	42.4531X	42.4531X
270 FRIEDMAN 3-15-26	6224-C	S/2SE/4	3-205-9M	100.0000X	78.0000X	4.3750X	82.3750X	53.5438X	53.5438X
271 FRIEDMAN 3-6-23	6223-C	SE/4NW/4	3-205-9M	100.0000X	78.0000X	4.3750X	82.3750X	53.5438X	53.5438X
272 FRIEDMAN 4-8-59	6814-C	E/2NE/4	4-205-9M	100.0000X	80.7500X	4.1875X	84.9375X	55.2094X	55.2094X
273 FRIEDMAN 6-12-13	5841-C	NW/4SW/4	6-205-8M	100.0000X	78.0000X	4.3750X	82.3750X	53.5438X	53.5438X
274 FRIEDMAN 6-13-14	5842-C	SW/4SW/4	6-205-8M	100.0000X	78.0000X	4.3750X	82.3750X	53.5438X	53.5438X
275 FRIEDMAN 6-4-11	5843-C	NW/4NW/4	6-205-8M	100.0000X	78.0000X	4.3750X	82.3750X	53.5438X	53.5438X
276 FRIEDMAN 6-5-12	5840-C	SW/4NW/4	6-205-9M	100.0000X	78.0000X	4.3750X	82.3750X	53.5438X	53.5438X
277 FRIEDMAN-ROSE 2-15-1	9263-C	W/2SE/4	2-205-9M	100.0000X	86.8333X	0.6667X	87.5000X	56.8750X	56.8750X
278 FRIEDMAN-ROSE 2-16-3	9265-C	SE/4SE/4	2-205-9M	100.0000X	86.8333X	0.6667X	87.5000X	56.8750X	56.8750X
279 FRIEDMAN-ROSE 2-7-2	9264-C	W/2NE/4	2-205-9M	100.0000X	82.4167X	2.5208X	84.9375X	56.8750X	56.8750X
280 GILBERT 15-12-2	6904-C	NW/4SW/4	15-185-8M	100.0000X	83.7500X	0.0000X	83.7500X	55.2094X	55.2094X
281 GILBERT 15-5-1	7180-C	W/2NW/4	15-185-8M	100.0000X	83.7500X	0.0000X	83.7500X	54.4375X	48.7500X
282 GILBERT 15-6-3	9890-C	SE/4NW/4	15-185-8M	100.0000X	87.5000X	0.0000X	87.5000X	56.8750X	56.8750X
283 HALLMAN 17-2-2	7925-C	NE/4NW/4	15-185-8M	100.0000X	87.5000X	0.0000X	87.5000X	56.8750X	56.8750X
284 HALLMAN 34-8-1	6762-C	SE/4NE/4	34-185-9M	100.0000X	87.5000X	0.0000X	87.5000X	56.8750X	56.8750X
285 HALLMAN 8-14-1	8169-C	NE/4SE/4	8-185-8M	100.0000X	87.5000X	0.0000X	87.5000X	56.8750X	56.8750X
286 HAYES 18-13-3	8295-C	SE/4SW/4	18-185-8M	100.0000X	87.5000X	0.0000X	87.5000X	56.8750X	56.8750X
287 HAYES 18-14-4	7978-C	W/2SW/4	18-185-8M	100.0000X	87.5000X	0.0000X	87.5000X	56.8750X	56.8750X
288 HAYES 7-16-2	7977-C	E/2SW/4	7-185-8M	100.0000X	87.5000X	0.0000X	87.5000X	56.8750X	56.8750X
289 HAYES 12-11-3	7901-C	S/2SE/4	12-195-9M	100.0000X	84.8333X	2.6667X	87.5000X	56.8750X	56.8750X
290 HAYES 12-6-1	7159-C	NE/4SW/4	12-195-9M	100.0000X	84.8333X	2.6667X	87.5000X	56.8750X	56.8750X

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Mary McCallum - Probate Judge

291 HINDS 12-7-2	6931-C	SU/4WE/6 NU/4SE/4	12-195-94	100.0000X	84.7333X	2.7667X	87.5000X	56.8750X	56.8750X
292 HINDS 14-5-4	7016-C	SU/4NU/4	14-195-94	100.0000X	83.5000X	4.0000X	87.5000X	56.8750X	56.8750X
293 HINDS 14-6-5	7742-C	SE/4NU/4	14-195-94	100.0000X	83.5000X	4.0000X	87.5000X	56.8750X	56.8750X
294 HINDS 22-9-1	6115-C	E/2SE/4	22-205-94	100.0000X	83.5000X	4.0000X	87.5000X	56.8750X	56.8750X
295 HOLMAN 10-11-1	6563-C	N/2SU/4	10-205-94	100.0000X	83.5000X	4.0000X	87.5000X	56.8750X	56.8750X
296 HOLMAN 13-11-20	8798-C	S/2SU/4	13-185-94	100.0000X	87.5000X	0.0000X	87.5000X	56.8750X	56.8750X
297 HOLMAN 13-14-21	8172-C	W/2SE/4	13-185-94	100.0000X	87.5000X	0.0000X	87.5000X	56.8750X	56.8750X
298 HOLMAN 13-15-22	8296-C	W/2SE/4	13-185-94	100.0000X	87.5000X	0.0000X	87.5000X	56.8750X	56.8750X
299 HOLMAN 13-7-19	8478-C	W/2NE/4	14-195-94	100.0000X	83.5000X	4.0000X	87.5000X	56.8750X	56.8750X
300 HOLMAN 14-3-2	7815-C	NE/4NU/4	14-195-94	100.0000X	83.5000X	4.0000X	87.5000X	56.8750X	56.8750X
301 HOLMAN 14-4-1	7814-C	NU/4NU/4	14-195-94	100.0000X	83.5000X	4.0000X	87.5000X	56.8750X	56.8750X
302 HOLMAN 15-1-28	9683-C	W/2NE/4	15-185-94	100.0000X	83.5938X	0.0000X	83.5938X	56.8750X	56.8750X
303 HOLMAN 15-8-25	9334-C	S/2NE/4	15-185-94	100.0000X	83.5938X	0.0000X	83.5938X	56.8750X	56.8750X
304 HOLMAN 17-11-31	9726-C	S/2NE/4	17-185-94	100.0000X	87.5000X	0.0000X	87.5000X	56.8750X	56.8750X
305 HOLMAN 17-12-15	7477-C	S/2SE/4	17-185-94	100.0000X	87.5000X	0.0000X	87.5000X	56.8750X	56.8750X
306 HOLMAN 17-13-16	7478-C	S/2SU/4	17-185-94	100.0000X	83.5000X	4.0000X	87.5000X	56.8750X	56.8750X
307 HOLMAN 18-3-2	8381-C	E/2NU/4	18-185-94	100.0000X	83.5000X	4.0000X	87.5000X	56.8750X	56.8750X
308 HOLMAN 24-1-26	8148-C	W/2NU/4	18-195-94	100.0000X	87.5000X	0.0000X	87.5000X	56.8750X	56.8750X
309 HOLMAN 24-3-27	8572-C	W/2NU/4	24-185-94	100.0000X	87.5000X	0.0000X	87.5000X	56.8750X	56.8750X
310 HOLMAN 26-4-23	8158-C	NU/4NU/4	26-195-94	100.0000X	78.1250X	4.0000X	87.5000X	56.8750X	56.8750X
311 HOLMAN 26-5-29	7981-C	SU/4NU/4	26-195-94	100.0000X	78.1250X	4.0000X	87.5000X	56.8750X	56.8750X
312 HOLMAN 26-6-24	7524-C	E/2NU/4	26-195-94	100.0000X	65.2344X	4.0000X	87.5000X	56.8750X	56.8750X
313 HOLMAN 34-6-3	7932-C	S/2NU/4	34-185-94	100.0000X	87.5000X	4.9941X	92.4541X	56.8750X	56.8750X
314 HOLMAN 35-12-4	6870-C	NU/4NU/4	35-185-94	100.0000X	87.5000X	0.0000X	87.5000X	56.8750X	56.8750X
315 HOVELL 12-14-2	7705-C	SE/4SU/4	12-195-94	100.0000X	83.9444X	3.5556X	87.5000X	56.8750X	56.8750X
316 HOVELL 12-15-3	7706-C	SU/4SE/4	12-195-94	100.0000X	83.9444X	3.5556X	87.5000X	56.8750X	56.8750X
317 HOVELL 12-9-1	7704-C	E/2SE/4	12-195-94	100.0000X	83.9444X	3.5556X	87.5000X	56.8750X	56.8750X
318 MATFIELD 12-10-5	9781-C	W/2SE/4	12-195-94	100.0000X	87.5000X	0.0000X	87.5000X	56.8750X	56.8750X
319 MATFIELD 12-9-2	5821-C	E/2SE/4	12/205/94	100.0000X	78.0000X	5.8750X	83.8750X	56.8750X	56.8750X
320 MATFIELD 16-1-1	5679-C	E/2SE/4	16-205-94	100.0000X	78.0000X	5.8750X	83.8750X	56.8750X	56.8750X
321 MATFIELD 1-7-4	6606-C	W/2NU/4	1-195-94	100.0000X	87.5000X	0.0000X	87.5000X	56.8750X	56.8750X
322 MATFIELD 1-7-4	6761-C	W/2NU/4	1-195-94	100.0000X	87.5000X	0.0000X	87.5000X	56.8750X	56.8750X
323 MATFIELD 8-3-1	5926-C	NE/4NU/4	8-195-94	100.0000X	80.7500X	4.9375X	85.6875X	56.8750X	56.8750X
324 MCDANIEL 18-4-1	5680-C	NU/4NU/4	18-205-94	100.0000X	78.0000X	9.0000X	87.0000X	56.8750X	56.8750X
325 MCDANIEL 18-5-2	5368-C	SU/4NU/4	18-205-94	100.0000X	78.0000X	9.0000X	87.0000X	56.8750X	56.8750X
326 MCDANIEL 18-6-3	5390-C	SE/4NU/4	18-205-94	100.0000X	78.0000X	9.0000X	87.0000X	56.8750X	56.8750X
327 MCGUIRE 26-12-6	7283-C	N/2SU/4	26-185-94	100.0000X	87.5000X	0.0000X	87.5000X	56.8750X	56.8750X
328 MCGUIRE 26-13-3	6730-C	S/2SE/4	26-185-94	100.0000X	87.5000X	0.0000X	87.5000X	56.8750X	56.8750X
329 MCGUIRE 26-16-1	6322-C	S/2SE/4	26-185-94	100.0000X	87.5000X	0.0000X	87.5000X	56.8750X	56.8750X
330 MCGUIRE 27-9-4	6731-C	E/2SE/4	27-185-94	100.0000X	87.5000X	0.0000X	87.5000X	56.8750X	56.8750X
331 MCDOLINE 34-9-5	8301-C	E/2SE/4	34-195-94	100.0000X	86.5000X	1.0000X	87.5000X	56.8750X	56.8750X
332 MILLS 22-14-1	9162-C	E/2SU/4	22-195-94	100.0000X	85.5000X	2.0000X	87.5000X	56.8750X	56.8750X
333 MOODY 22-6-1	7868-C	S/2NU/4	22-195-94	100.0000X	85.5000X	2.0000X	87.5000X	56.8750X	56.8750X
334 MOORE 13-1-1	8679-C	E/2SE/4	13-185-94	100.0000X	87.4956X	4.0000X	87.4956X	56.8750X	56.8750X
335 MOORE 13-9-2	8680-C	E/2SE/4	13-185-94	100.0000X	87.4956X	4.0000X	87.4956X	56.8750X	56.8750X
336 MAURER 34-7-1	7163-C	W/2NE/4	34-185-94	100.0000X	87.4956X	0.0000X	87.4956X	56.8750X	56.8750X
337 PAYNE 17-15-1	7479-C	SU/4SE/4	17-185-94	100.0000X	87.5000X	4.9541X	92.4541X	56.8750X	56.8750X
338 PETTUS 8-5-3	9725-C	W/2SE/4	17-185-94	100.0000X	87.5000X	0.0000X	87.5000X	56.8750X	56.8750X
339 PETTUS 8-6-2	9871-C	E/2NU/4	8-185-94	100.0000X	87.5000X	0.0000X	87.5000X	56.8750X	56.8750X
340 PRICE 1-1-1	6576-C	E/2NE/4	8-185-94	100.0000X	87.5000X	0.0000X	87.5000X	56.8750X	56.8750X
341 RICE 2-6-1	6192-C	E/2NE/4	2-205-94	100.0000X	78.0000X	6.0000X	84.6875X	56.8750X	56.8750X
342 SEALY 18-1-1	8765-C	E/2NE/4	18-185-94	100.0000X	87.5000X	0.0000X	87.5000X	56.8750X	56.8750X
343 SEARCY 11-9-16	5817-C	NE/4SE/4	11-205-94	100.0000X	83.5000X	4.0000X	87.5000X	56.8750X	56.8750X
344 SEARCY 12-3-16	5824-C	NE/4SE/4	12-205-94	100.0000X	83.5000X	4.0000X	87.5000X	56.8750X	56.8750X
345 SEARCY 12-6-19	9335-C	NE/4SU/4	12-205-94	100.0000X	83.5000X	4.0000X	87.5000X	56.8750X	56.8750X
346 SEARCY 17-11-8	5661-C	NE/4SU/4	17-205-94	100.0000X	83.5000X	4.0000X	87.5000X	56.8750X	56.8750X
347 SEARCY 17-14-9	5616-C	SE/4SU/4	17-205-94	100.0000X	83.5000X	4.0000X	87.5000X	56.8750X	56.8750X
348 SEARCY 17-5-7	5615-C	SU/4NU/4	17-205-94	100.0000X	83.5000X	4.0000X	87.5000X	56.8750X	56.8750X
349 SEARCY 17-6-20	9915-C	SE/4NU/4	17-205-94	100.0000X	83.7550X	3.7550X	87.5000X	56.8750X	56.8750X
350 SEARCY 18-11-18	5914-C	W/2SU/4	18-205-94	100.0000X	83.5000X	4.0000X	87.5000X	56.8750X	56.8750X

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PART 1181 PAGE 678

351 SEARCY 18-13-6	5586-C	SW/4SW/4	18-205-BM	100.0000X	83.5000X	4.0000X	87.5000X	75.0000X	09/94	56.8750X
352 SEARCY 18-14-5	6053-C	SE/4SW/4	18-205-BM	100.0000X	83.5000X	4.0000X	87.5000X	76.8600X	09/94	56.8750X
353 SEARCY 19-10-3	5693-C	NW/4SE/4	19-205-BM	100.0000X	83.5000X	4.0000X	87.5000X	75.0000X	09/94	56.8750X
354 SEARCY 19-4-1	5571-C	NW/4NW/4	19-205-BM	100.0000X	83.5000X	4.0000X	87.5000X	75.0000X	09/94	56.8750X
355 SEARCY 20-3-10	5694-C	NE/4NW/4	20-205-BM	100.0000X	83.5000X	4.0000X	87.5000X	75.0000X	09/94	56.8750X
356 SEARCY 20-4-11	5633-C	NW/4NW/4	20-205-BM	100.0000X	83.5000X	4.0000X	87.5000X	75.0000X	09/94	56.8750X
357 SEARCY 20-5-12	5634-C	SW/4NW/4	20-205-BM	100.0000X	83.5000X	4.0000X	87.5000X	75.0000X	09/94	56.8750X
358 SEARCY 20-6-13	5635-C	SE/4NW/4	20-205-BM	100.0000X	83.5000X	4.0000X	87.5000X	75.0000X	09/94	56.8750X
359 SEARCY 24-1-2	5572-C	SE/4SE/4 NE/4NE/4	13-205-9M	100.0000X	83.5000X	4.0000X	87.5000X	75.0000X	09/94	56.8750X
360 SEARCY 7-15-15	9856-C	SW/4SE/4	7-205-BM	100.0000X	83.5000X	3.9990X	87.5000X	75.0000X	09/94	56.8750X
361 SEARCY 7-6-17	7498-C	SE/4NW/4	7-205-BM	100.0000X	83.5000X	4.0000X	87.5000X	75.0000X	09/94	56.8750X
362 SESSIONS 35-13-3	6869-C	S/2SE/4	35-185-9M	100.0000X	87.5000X	0.0000X	87.5000X	75.0000X	09/94	56.8750X
363 SESSIONS 35-8-1	6970-C	SE/4NE/4	35-185-9M	100.0000X	87.5000X	0.0000X	87.5000X	75.0000X	09/94	56.8750X
364 SESSIONS 35-9-2	6868-C	NE/4SE/4	35-185-9M	100.0000X	87.5000X	0.0000X	87.5000X	75.0000X	09/94	56.8750X
365 STEDMAN 11-10-10	7356-C	SW/4NE/4 NW/4SE/4	11-195-9M	100.0000X	78.0000X	3.2500X	81.2500X	75.0000X	09/94	52.8125X
366 STEDMAN 11-12-11	7306-C	N/2SW/4	11-195-9M	100.0000X	78.0000X	3.2500X	81.2500X	75.0000X	09/94	52.8125X
367 STEDMAN 11-16-12	7507-C	S/2SW/4	11-195-9M	100.0000X	78.0000X	3.2500X	81.2500X	75.0000X	09/94	52.8125X
368 STEDMAN 11-16-13	7309-C	S/2SE/4	11-195-9M	100.0000X	78.0000X	3.2500X	81.2500X	75.0000X	09/94	52.8125X
369 STEDMAN 11-1-5	7305-C	E/2NE/4	11-195-9M	100.0000X	78.0000X	3.2500X	81.2500X	75.0000X	09/94	52.8125X
370 STEDMAN 11-2-6	7547-C	NW/4NE/4	11-195-9M	100.0000X	78.0000X	3.2500X	81.2500X	75.0000X	09/94	52.8125X
371 STEDMAN 11-3-24	7956-C	NE/4NW/4	11-195-9M	100.0000X	78.0000X	3.2500X	81.2500X	75.0000X	09/94	52.8125X
372 STEDMAN 11-4-7	7422-C	NW/4NW/4	11-195-9M	100.0000X	78.0000X	3.2500X	81.2500X	75.0000X	09/94	52.8125X
373 STEDMAN 11-5-8	7306-C	S/2NW/4	11-195-9M	100.0000X	78.0000X	3.2500X	81.2500X	75.0000X	09/94	52.8125X
374 STEDMAN 11-9-9	7307-C	NE/4SE/4	11-195-9M	100.0000X	78.0000X	3.2500X	81.2500X	75.0000X	09/94	52.8125X
375 STEDMAN 13-12-20	7817-C	SW/4NW/4 NW/4SW/4	13-195-9M	100.0000X	78.0000X	3.2500X	81.2500X	75.0000X	09/94	52.8125X
376 STEDMAN 13-14-21	7818-C	S/2SW/4	13-195-9M	100.0000X	78.0000X	3.2500X	81.2500X	75.0000X	09/94	52.8125X
377 STEDMAN 13-15-22	7867-C	S/2SE/4	13-195-9M	100.0000X	78.0000X	3.2500X	81.2500X	75.0000X	09/94	52.8125X
378 STEDMAN 13-1-15	7702-C	NE/4NE/4	13-195-9M	100.0000X	78.0000X	3.2500X	81.2500X	75.0000X	09/94	52.8125X
379 STEDMAN 13-2-16	7703-C	NE/4NW/4 NW/4NE/4	13-195-9M	100.0000X	78.0000X	3.2500X	81.2500X	75.0000X	09/94	52.8125X
380 STEDMAN 13-4-17	8147-C	NW/4NW/4	13-195-9M	100.0000X	78.0000X	3.2500X	81.2500X	75.0000X	09/94	52.8125X
381 STEDMAN 13-6-18	7707-C	SE/4NW/4 SW/4NE/4	13-195-9M	100.0000X	78.0000X	3.2500X	81.2500X	75.0000X	09/94	52.8125X
382 STEDMAN 13-9-19	7954-C	SE/4NE/4 NE/4SE/4	13-195-9M	100.0000X	78.0000X	3.2500X	81.2500X	75.0000X	09/94	52.8125X
383 STEDMAN 1-11-13	7304-C	NE/4SW/4	1-195-9M	100.0000X	78.0000X	3.2500X	81.2500X	75.0000X	09/94	52.8125X
384 STEDMAN 1-15-14	7310-C	W/2SE/4	1-195-9M	100.0000X	78.0000X	3.2500X	81.2500X	75.0000X	09/94	52.8125X
385 STEDMAN 1-16-4	7393-C	SE/4SE/4	1-195-9M	100.0000X	78.0000X	3.2500X	81.2500X	75.0000X	09/94	52.8125X
386 STEDMAN 1-9-1	7392-C	NE/4SW/4	1-195-9M	100.0000X	78.0000X	3.2500X	81.2500X	75.0000X	09/94	52.8125X
387 STOTMART 24-12-1	9608-C	NE/4SE/4	24-195-9M	100.0000X	84.7773X	1.6344X	86.3636X	75.0000X	09/94	56.1364X
388 STOTMART 24-13-2	9609-C	SW/4SW/4	24-195-9M	100.0000X	86.1136X	0.8182X	86.9318X	75.0000X	09/94	56.5057X
389 SULLIVAN 4-11-2	9885-C	N/2SW/4	4-185-BM	100.0000X	85.6071X	0.0000X	86.3071X	75.0000X	09/94	56.2946X
390 HICKHILL 12-13-1	6145-C	S/2SW/4	12-205-9M	100.0000X	83.5000X	4.0000X	87.5000X	75.0000X	09/94	56.8750X
391 TURNER 17-10-1	8090-C	NW/4SE/4	17-185-BM	100.0000X	87.5000X	0.0000X	87.5000X	75.0000X	09/94	56.8750X
392 TURNER 17-16-1	7348-C	SE/4SE/4	17-185-BM	100.0000X	87.5000X	0.0000X	87.5000X	75.0000X	09/94	56.8750X
393 USX 9-6-20	8171-C	E/2NW/4	9-185-BM	100.0000X	80.0000X	0.0000X	80.0000X	76.8600X	09/94	52.4022X
394 USX 14-10-43	9916-C	W/2SE/4	14-185-BM	100.0000X	80.6188X	0.0000X	80.6188X	75.0000X	09/94	52.0000X
395 USX 14-11-25	6866-C	NE/4SW/4	14-185-BM	100.0000X	80.0000X	0.0000X	80.0000X	75.0000X	09/94	52.0000X
396 USX 14-13-37	7158-C	W/2SW/4	14-185-BM	100.0000X	83.7500X	0.0000X	83.7500X	75.0000X	09/94	54.4375X
397 USX 14-16-44	8996-C	SE/4SW/4	14-185-BM	100.0000X	80.0000X	0.0000X	80.0000X	75.0000X	09/94	52.0000X
398 USX 14-3-45	9856-C	NE/4NW/4	14-185-BM	100.0000X	80.0000X	0.0000X	80.0000X	75.0000X	09/94	52.0000X
399 USX 14-5-24	7093-C	S/2NW/4	14-185-BM	100.0000X	80.0000X	0.0000X	80.0000X	75.0000X	09/94	52.0000X
400 USX 15-13-27	8371-C	SW/4SW/4 SE/4SE/4	15-185-BM	100.0000X	80.0000X	0.0000X	80.0000X	75.0000X	09/94	52.0000X
401 USX 16-11-33	8102-C	NE/4SW/4 NW/4SE/4	16-185-BM	100.0000X	80.0000X	0.0000X	80.0000X	75.0000X	09/94	52.0000X
402 USX 16-13-34	8579-C	V/2SW/4	16-185-BM	100.0000X	80.0000X	0.0000X	80.0000X	75.0000X	09/94	52.0000X
403 USX 16-15-35	8580-C	SE/4SW/4 SW/4SE/4	16-185-BM	100.0000X	80.0000X	0.0000X	80.0000X	75.0000X	09/94	52.0000X
404 USX 16-2A-40	7951-C	N/2NE/4	16-185-BM	100.0000X	80.0000X	0.0000X	80.0000X	75.0000X	09/94	52.0000X
405 USX 16-4-29	6755-C	N/2NW/4	16-185-BM	100.0000X	80.0000X	0.0000X	80.0000X	75.0000X	09/94	52.0000X
406 USX 16-5-30	6756-C	S/2NW/4	16-185-BM	100.0000X	80.0000X	0.0000X	80.0000X	75.0000X	09/94	52.0000X
407 USX 16-7-31	6577-C	SW/4NE/4	16-185-BM	100.0000X	80.0000X	0.0000X	80.0000X	75.0000X	09/94	52.0000X
408 USX 16-8-28	7672-C	SE/4NE/4	16-185-BM	100.0000X	80.0000X	0.0000X	80.0000X	75.0000X	09/94	52.0000X
409 USX 21-15-11	6280-C	SW/4SE/4	21-185-BM	100.0000X	80.0000X	0.0000X	80.0000X	75.0000X	01/94	52.0000X
410 USX 21-16-12	7161-C	E/2SE/4	21-185-BM	100.0000X	80.0000X	0.0000X	80.0000X	75.0000X	01/94	52.0000X

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W. Hardy McCollum - Probate Judge
Tuscaloosa County, Alabama

471 WEST 19-2-10	5707-C	MW/4NE/4	19-205-BW	100.0000X	78.0000X	1.2500X	81.2500X	52.8125X
472 WEST 19-1-7	5549-C	ME/4NW/4	19-205-BW	100.0000X	78.0000X	1.2500X	81.2500X	52.8125X
473 WEST 19-6-18	5593-C	S/2NW/4	19-205-BW	100.0000X	78.0000X	1.2500X	81.2500X	52.8125X
474 WEST 19-7-1	5477-C	SW/4NE/4	19-205-BW	100.0000X	78.0000X	1.2500X	81.2500X	52.8125X
475 WEST 19-8-12	5587-C	SE/4NE/4	19-205-BW	100.0000X	78.0000X	1.2500X	81.2500X	52.8125X
476 WEST 1-10-29	5810-C	NW/4SE/4 S/2SW/4NE/4	1-205-9W	100.0000X	78.0000X	1.2500X	81.2500X	52.8125X
477 WEST 1-11-30	5804-C	NE/4SW/4	1-205-9W	100.0000X	78.0000X	1.2500X	81.2500X	52.8125X
478 WEST 1-13-31	5805-C	SW/4SW/4 S/2NW/4SW/4	1-205-9W	100.0000X	78.0000X	1.2500X	81.2500X	52.8125X
479 WEST 1-14-32	5806-C	SE/4SW/4 W/2SW/4SE/4	1-205-9W	100.0000X	78.0000X	1.2500X	81.2500X	52.8125X
480 WEST 1-16-33	5829-C	SE/4SE/4 E/2SW/4SE/4	1-205-9W	100.0000X	78.0000X	1.2500X	81.2500X	52.8125X
481 WEST 1-1-24	5808-C	NE/4NE/4	1-205-9W	100.0000X	78.0000X	1.2500X	81.2500X	52.8125X
482 WEST 1-2-25	5828-C	SW/4NW/4 N/2NW/4SW/4	1-205-9W	100.0000X	78.0000X	1.2500X	81.2500X	52.8125X
483 INTENTIONALLY OMITTED								
484 WEST 1-6-39	5807-C	SE/4NW/4	1-205-9W	100.0000X	78.0000X	1.2500X	81.2500X	52.8125X
485 WEST 1-8-27	5809-C	SE/4NE/4	1-205-9W	100.0000X	78.0000X	1.2500X	81.2500X	52.8125X
486 WEST 1-9-28	5803-C	NE/4SE/4	1-205-9W	100.0000X	78.0000X	1.2500X	81.2500X	52.8125X
487 WEST 21-8-71	7315-C	S/2NE/4	21-195-9W	100.0000X	78.0000X	1.2500X	81.2500X	52.8125X
488 WEST 23-3-93	7980-C	ME/4NW/4	23-195-9W	100.0000X	78.0000X	1.2500X	81.2500X	52.8125X
489 WEST 23-5-94	7424-C	W/2NW/4	23-195-9W	100.0000X	78.0000X	1.2500X	81.2500X	52.8125X
490 WEST 23-6-95	9016-C	SE/4NW/4 NE/4SW/4	23-195-9W	100.0000X	78.0000X	1.2500X	81.2500X	52.8125X
491 WEST 23-7-96	7627-C	W/2NE/4	23-195-9W	100.0000X	78.0000X	1.2500X	81.2500X	52.8125X
492 WEST 23-8-92	7708-C	E/2NE/4	23-195-9W	100.0000X	78.0000X	1.2500X	81.2500X	52.8125X
493 WEST 27-11-102	7981-C	SE/4NW/4 NE/4SW/4	27-195-9W	100.0000X	78.0000X	1.2500X	81.2500X	52.8125X
494 WEST 27-13-103	8091-C	SW/4SW/4	27-195-9W	100.0000X	78.0000X	1.2500X	81.2500X	52.8125X
495 WEST 27-14-104	8159-C	SE/4SW/4 SW/4SE/4	27-195-9W	100.0000X	78.0000X	1.2500X	81.2500X	52.8125X
496 WEST 27-1-59	6123-C	NE/4NE/4	27-205-9W	100.0000X	78.0000X	1.2500X	81.2500X	52.8125X
497 WEST 27-2-60	6124-C	NE/4NE/4	27-205-9W	100.0000X	78.0000X	1.2500X	81.2500X	52.8125X
498 WEST 27-2-97	7399-C	W/2NE/4	27-195-9W	100.0000X	78.0000X	1.2500X	81.2500X	52.8125X
499 WEST 27-4-62	7350-C	W/2NE/4	27-195-9W	100.0000X	78.0000X	1.2500X	81.2500X	52.8125X
500 WEST 27-4-98	8547-C	W/2NW/4	27-205-9W	100.0000X	78.0000X	1.2500X	81.2500X	52.8125X
501 WEST 27-5-65	8766-C	SW/4NW/4	27-205-9W	100.0000X	78.0000X	1.2500X	81.2500X	52.8125X
502 WEST 27-5-99	7963-C	SW/4NW/4 NW/4SW/4	27-205-9W	100.0000X	78.0000X	1.2500X	81.2500X	52.8125X
503 WEST 27-7-100	7400-C	SW/4NE/4 NW/4SE/4	27-195-9W	100.0000X	78.0000X	1.2500X	81.2500X	52.8125X
504 WEST 27-8-101	7473-C	BE/4NE/4 NE/4SE/4	27-195-9W	100.0000X	78.0000X	1.2500X	81.2500X	52.8125X
505 WEST 31-5-82	8303-C	W/2NW/4	31-195-9W	100.0000X	78.0000X	1.2500X	81.2500X	52.8125X
506 WEST 33-10-116	7983-C	NE/4SW/4 NW/4SE/4	33-195-9W	100.0000X	78.0000X	1.2500X	81.2500X	52.8125X
507 WEST 33-16-119	8150-C	S/2SE/4	33-195-9W	100.0000X	78.0000X	1.2500X	81.2500X	52.8125X
508 WEST 33-2-112	7982-C	N/2NE/4	33-195-9W	100.0000X	78.0000X	1.2500X	81.2500X	52.8125X
509 WEST 33-3-120	7984-C	N/2NE/4	33-195-9W	100.0000X	78.0000X	1.2500X	81.2500X	52.8125X
510 WEST 33-6-114	8160-C	SE/4NW/4 SW/4NE/4	33-195-9W	100.0000X	78.0000X	1.2500X	81.2500X	52.8125X
511 WEST 33-8-115	8161-C	SE/4NE/4 NE/4SE/4	33-195-9W	100.0000X	78.0000X	1.2500X	81.2500X	52.8125X
512 WEST 35-10-110	7628-C	NE/4SW/4 NW/4SE/4	35-195-9W	100.0000X	78.0000X	1.2500X	81.2500X	52.8125X
513 WEST 35-14-111	7523-C	SE/4SW/4 SW/4SE/4	35-195-9W	100.0000X	78.0000X	1.2500X	81.2500X	52.8125X
514 WEST 35-2-105	7401-C	NE/4NW/4 NW/4NE/4	35-195-9W	100.0000X	78.0000X	1.2500X	81.2500X	52.8125X
515 WEST 35-4-106	7499-C	W/2NW/4	35-195-9W	100.0000X	78.0000X	1.2500X	81.2500X	52.8125X
516 WEST 35-6-107	7402-C	SE/4NW/4 SW/4NE/4	35-195-9W	100.0000X	78.0000X	1.2500X	81.2500X	52.8125X
517 WEST 35-8-108	7425-C	E/2NE/4	35-195-9W	100.0000X	78.0000X	1.2500X	81.2500X	52.8125X
518 WEST 35-9-109	7403-C	E/2SE/4	35-195-9W	100.0000X	78.0000X	1.2500X	81.2500X	52.8125X
519 WEST 3-10-19	6226-C	N/2SE/4	3-205-9W	100.0000X	78.0000X	1.2500X	81.2500X	52.8125X
520 WEST 3-12-67	6294-C	SW/4NW/4 NW/4SW/4	3-205-9W	100.0000X	78.0000X	1.2500X	81.2500X	52.8125X
521 WEST 3-13-50	6691-C	S/2SW/4	3-205-9W	100.0000X	78.0000X	1.2500X	81.2500X	52.8125X
522 WEST 3-2-44	6237-C	N/2NE/4	3-205-9W	100.0000X	78.0000X	1.2500X	81.2500X	52.8125X
523 WEST 3-3-22	5744-C	NE/4NW/4	3-205-9W	100.0000X	78.0000X	1.2500X	81.2500X	52.8125X
524 WEST 3-4-45	6225-C	ME/4NW/4	3-205-9W	100.0000X	78.0000X	1.2500X	81.2500X	52.8125X
525 WEST 3-8-48	6295-C	MW/4NW/4	3-205-9W	100.0000X	78.0000X	1.2500X	81.2500X	52.8125X
526 WEST 7-11-78	8300-C	S/2NE/4	7-195-9W	100.0000X	78.0000X	1.2500X	81.2500X	52.8125X
527 WEST 7-12-79	8257-C	NE/4SW/4 NW/4SE/4	7-195-9W	100.0000X	78.0000X	1.2500X	81.2500X	52.8125X
528 WEST 7-13-80	8258-C	SW/4NW/4 NW/4SW/4	7-195-9W	100.0000X	78.0000X	1.2500X	81.2500X	52.8125X
529 WEST 7-15-81	8259-C	S/2SE/4	7-195-9W	100.0000X	78.0000X	1.2500X	81.2500X	52.8125X
530 WEST 7-2-74	8573-C	N/2NE/4	7-195-9W	100.0000X	78.0000X	1.2500X	81.2500X	52.8125X

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W. Hardy McCollum
Probate Judge

533 WEST 7-3-75	8297-C	N/2NW/4	7-19S-8W	100.0000X	78.0000X	3.2500X	81.2500X	52.8125X	52.8125X
532 WEST 7-6-76	8298-C	SE/4NW/4 SW/4NE/4	7-19S-8W	100.0000X	78.0000X	3.2500X	81.2500X	52.8125X	52.8125X
533 WEST 7-9-77	8299-C	SE/4NE/4 NE/4SE/4	7-19S-8W	100.0000X	78.0000X	3.2500X	81.2500X	52.8125X	52.8125X
534 WETENHAUSER 5-15-2	9743-C	SW/4SE/4	5-18S-8W	100.0000X	85.0000X	0.0000X	85.0000X	55.2500X	55.2500X
535 WETENHAUSER 5-16-1	9742-C	E/2SE/4	5-18S-8W	100.0000X	85.0000X	0.0000X	85.0000X	55.2500X	55.2500X

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 W. Hardy McCollum - Probate Judge
 Tuscaloosa County, Alabama

DOMINION BLACK WARRIOR BASIN, INC. - ACTIVE LEASES AS OF 5/1/94
RGC PROSPECT, TUSCALOOSA COUNTY, ALSCHEDULE A
Part II

LEASE NUMBER	LESSOR	LESSEE	RECORDING BOOK/PAGE	NET # ACRES	LEASE DATE
1	FNB - Tuscaloosa	River Gas Co.	960/240	160.00	09/02/87
2-A	Frank M. Moody	River Gas Co.	960/243	40.00	09/02/87
2-B	Farley M. Galbraith	River Gas Co.	960/246	40.00	09/02/87
2-C	Charlotte B. Marshall	River Gas Co.	960/249	20.00	09/02/87
2-D	Frederick M. Blackmon	River Gas Co.	960/252	20.00	09/02/87
3	Carrie Cunningham, et al	River Gas Co.	960/255	160.00	09/18/87
4	Raiford E. Cunningham	River Gas Co.	960/258	160.00	09/18/87
5-A*	Jack H. McGuire, et ux	River Gas Co.	960/264	170.00	09/24/87
5-B*	William B. McGuire, et ux	River Gas Co.	960/261	170.00	09/24/87
6	Nannie Turner	River Gas Corp.	960/318	80.00	10/20/87
7-A*	First Al. Bank - Alston Est.	River Gas Corp.	960/321	650.00	10/20/87
7-B	Woodrow Hobson, et ux	River Gas Corp.	960/325	70.00	10/23/87
8-A	Walter Lee Howell	River Gas Co.	960/294	17.78	10/12/87
8-B	Billy Jack Howell	River Gas Co.	960/297	17.78	10/12/87
8-C	James Donald Howell	River Gas Co.	960/300	17.78	10/12/87
8-D	Lois Howell Galloway	River Gas Co.	960/303	17.78	10/12/87
8-E	Cyrus Patton Howell	River Gas Co.	960/306	17.78	10/12/87
8-F	Aubery O. Howell	River Gas Co.	960/309	17.78	10/12/87
8-G	Maudeen Howell Palmer	River Gas Co.	960/312	17.78	10/12/87
8-H	Rodney Rozelle Howell	River Gas Co.	960/315	17.78	10/12/87
8-I	Cynthia Howell Holmes	River Gas Co.	960/394	17.78	10/12/87
8-J	Dellavinia S. H. Brasher	River Gas Corp.	1011/492	17.78	10/12/87
9-A	Jessie Ola Sessions	River Gas Co.	960/267	100.00	08/08/87
9-B	Lela B. Clements	River Gas Co.	960/270	100.00	08/08/87
9-C	Susie L. Bolton	River Gas Co.	960/273	40.00	10/08/87
9-D	Walter R. Watson	River Gas Co.	960/276	20.00	10/08/87
9-E	Naomi Ruth Marcum	River Gas Co.	960/279	20.00	10/08/87
10	Mildred L. Davis, et vir	River Gas Co.	960/282	160.00	09/24/87
11	Buster Hallman, et ux	River Gas Co.	960/285	40.00	10/02/87
12	Ella R. Davis	River Gas Co.	960/288	80.00	10/03/87
13	Frank Maxwell Jr., et ux	River Gas Co.	960/291	60.00	10/08/87
16	First Rep. Bank of Corsicana (Davant)	River Gas Corp.	968/040	840.00	02/05/88
17	George Christian, et al	River Gas Co. Inc.	968/026	120.00	01/15/88
18	George S. Wright, et al	River Gas Co. Inc.	968/032	160.00	01/18/88
19	Alice D. Reynolds, et al (Searcy-Christian-Mayfield)	River Gas Corp.	969/295	837.64	12/23/87
20-A	George B. Rayburn, et al (Sam Friedman Estate)	River Gas Corp.	972/278	64.00	04/15/88
20-B	Helen F. Blackshear, et al (Annie L. F. Estate)	River Gas Corp.	972/282	16.00	04/15/88
22	Chevron U.S.A. Inc.	River Gas Corp.	971/437	480.00	03/24/88
23-A	J.J. Mayfield	River Gas Corp.	975/415	40.00	05/19/88

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PART II

-1-

23-B*	Richard P. Holman, et al	River Gas Co., Inc.	974/294	500.00	01/14/88
25	Lily S. Thornhill, et al	River Gas Corp.	974/247	120.00	04/01/88
26	George Hinton Holman	River Gas Corp.	977/110	80.00	05/12/88
33-A	Francis C. Glisson	River Gas Corp.	991/199	40.00	08/15/88
33-B	Robert P. Colburn	River Gas Corp.	991/202	40.00	08/15/88
34-A	Margie Hayes, et vir	River Gas Corp.	991/193	160.00	08/12/88
34-B	Ervin Z. Foley	River Gas Corp.	991/196	160.00	08/12/88
35	Wood Roe Earnest, et ux	River Gas Corp.	990/585	45.00	08/18/88
40-A	Woodrow Hobson, Jr., et ux	River Gas Corp.	991/069	17.78	09/24/88
40-B	Lena Hobson, et al	River Gas Corp.	991/114	8.89	08/31/88
40-C	Marie Lawler, et vir	River Gas Corp.	991/118	35.56	08/19/88
40-D	George Zik, et ux	River Gas Corp.	991/121	8.89	08/22/88
40-E	Charlotte McEachin	River Gas Corp.	991/124	8.89	08/23/88
42-A	Charles C. Earnest, et vir	River Gas Corp.	991/127	186.06	08/05/88
42-B	Annie M. Earnest	River Gas Corp.	991/136	10.53	08/29/88
42-C	Helen A. Randolph	River Gas Corp.	991/130	21.06	08/29/88
42-D	Jean A. Bryant	River Gas Corp.	991/133	21.06	08/29/88
42-E	Margaret E. Toxey	River Gas Corp.	991/142	16.85	08/29/88
42-F	Herman B. Earnest, et ux	River Gas Corp.	991/163	2.63	08/30/88
42-G	Melba Earnest	River Gas Corp.	991/139	1181 654	08/29/88
42-H	Eunice Earnest Crump	River Gas Corp.	991/151	8.15	08/29/88
42-I	Lera Earnest Brazier	River Gas Corp.	991/160	8.15	08/30/88
42-J	Henry F. Earnest	River Gas Corp.	991/148	15	08/30/88
42-K	Vera Earnest Reed	River Gas Corp.	991/145	15	08/30/88
42-L	William R. Goodman	River Gas Corp.	991/166	6.15	09/12/88
42-M	James A. Earnest	River Gas Corp.	991/154	6.15	08/30/88
42-N	Inez Earnest, et al	River Gas Corp.	991/157	6.15	08/30/88
43-A	Lester Pettus	River Gas Corp.	991/218	40.00	08/31/88
43-B	Katherine C. Grantbam	River Gas Corp.	991/221	40.00	09/28/88
50	Chevron USA, Inc.(P)	River Gas Corp.	991/564	80.00	08/31/88
51	Chevron USA, Inc.	River Gas Corp.	991/559	160.00	08/31/88
54-A	W. Bruce Baughman	River Gas Corp.	991/227	82.07	09/07/88
54-B	Nell S. Pearson, et al	River Gas Corp.	991/224	82.07	09/07/88
57	Melvin Pearson	River Gas Corp.	991/209	80.00	08/18/88
58	Richard P. Holman, et al	River Gas Corp.	990/607	440.00	09/16/88
59	Mary Earnest	River Gas Corp.	990/588	20.00	09/22/88
64-A	Susan Herz and Robert Herz	River Gas Corp.	992/523	26.67	09/29/88
64-B	Morris Victor Friedman & Emily Ann Friedman Bliss	River Gas Corp.	1044/107	80.00	02/27/90
64-C	Martha Fehskens	River Gas Corp.	1051/315	13.34	03/06/90
64-D	Lois Hilgeman	River Gas Corp.	1051/318	13.34	04/06/90
64-E	Anne L. Zimmerman	River Gas Corp.	1054/462	20.00	06/04/90
64-F	Arthur L. Stern, III et al, Trustee Molly S. Stern, Estate	River Gas Corp.	1064/252	13.34	08/24/90
64-G	Louise S. Louis	River Gas Corp.	1064/255	13.34	09/11/90
66-A	Bessie L. Poole	River Gas Corp.	990/594	15.00	10/03/88
66-B	Annie Myrtle Livingston	River Gas Corp.	990/597	15.00	10/03/88
66-C	Leslie L. Rhodes	River Gas Corp.	990/600	15.00	10/03/88
66-D	Dorothy P. Lucas	River Gas Corp.	990/604	7.50	10/04/88
68-A	James L. Stothart, AIF for Alice	River Gas Corp.	991/072	8.18	10/06/88

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PART II

- 27 01

Case No.	Name	Company	Acct No.	Amount	Date
68-B	S. Stothart Kathryn D. Glover	River Gas Corp.	991/110	5.45	10/10/88
68-C	Sally Bland Glover, AIF for Williamson Allyn Glover	River Gas Corp.	991/076	5.45	10/11/88
68-D	Katherine James Miller	River Gas Corp.	991/234	1.09	10/12/88
68-E	Robison Brown James	River Gas Corp.	991/230	1.53	10/12/88
68-F	Marion James Bryan	River Gas Corp.	991/085	1.75	10/12/88
68-G	Elizabeth James Moffitt	River Gas Corp.	992/529	1.09	10/12/88
68-H	Nicholas H. Brown	River Gas Corp.	1048/085	2.73	03/22/90
68-I	Albert Pinson Carpenter, Jr.	River Gas Corp.	1051/285	0.61	04/04/90
68-J	Cato Douglas Glover Carpenter	River Gas Corp.	1048/089	0.61	04/04/90
68-K	Sally Bland Glover Johnson	River Gas Corp.	1048/093	1.82	04/04/90
68-L	Katherine Williams C. Patterson	River Gas Corp.	1051/289	0.61	04/04/90
68-M	Ercle Frederick Herbert, III	River Gas Corp.	1055/503	0.91	04/04/90
68-N	Albert Pinson Carpenter, Sr.	River Gas Corp.	1052/298	3.15	04/24/90
68-O	Marcia Newsom	River Gas Corp.	1051/293	1.36	05/01/90
68-P	Harris Waller Seed, Jr.	River Gas Corp.	1058/067	2.73	03/23/90
68-Q	John Laurence Manning Herbert	River Gas Corp.	1059/114	0.91	04/04/90
68-R	Aaron McCracken	River Gas Corp.	1057/225	2.73	05/01/90
68-S	Campbell Dirck Keyser	River Gas Corp.	1059/703	5.45	05/16/90
68-T	Cordette McCracken Grimsey	River Gas Corp.	1063/432	2.73	03/20/90
68-U	Randall Brown	River Gas Corp.	1067/157	2.73	03/22/90
71-A	Edward D. Turner, et ux	River Gas Corp.	991/242	16.00	10/12/88
71-B	Evelyn Bagwell, et vir	River Gas Corp.	991/248	16.00	10/14/88
71-C	Estelle T. Boyd, et vir	River Gas Corp.	991/260	16.00	10/15/88
71-D	Christine T. Colburn, et vir	River Gas Corp.	991/245	16.00	10/15/88
71-E	Birtie Foley, et vir	River Gas Corp.	991/257	16.00	10/15/88
71-F	Elsie Payne	River Gas Corp.	991/25	16.00	10/15/88
71-G	William V. Turner, et ux	River Gas Corp.	991/263	16.00	10/15/88
71-H	James U. Doss, et ux	River Gas Corp.	991/266	16.00	10/21/88
71-I	Joe D. Turner, et ux	River Gas Corp.	991/269	16.00	10/21/88
71-J	Berniece Lewis	River Gas Corp.	991/254	16.00	10/20/88
72	James W. Price, et ux	River Gas Corp.	990/591	15.00	10/14/88
74-A	Evelyn T. Hinds	River Gas Corp.	992/533	17.78	11/01/88
74-B	Roy D. Grammer	River Gas Corp.	992/542	17.78	11/14/88
74-C	Vader Venable	River Gas Corp.	992/545	17.78	11/14/88
74-D	Jewel Jones	River Gas Corp.	992/536	17.78	11/14/88
74-E	Viola Dickey	River Gas Corp.	992/539	17.78	11/14/88
74-F	Edelean Pennell	River Gas Corp.	992/548	17.78	11/15/88
74-G	Lorene Grammer	River Gas Corp.	997/127	17.78	11/15/88
74-H	Patsy Carnaghi	River Gas Corp.	1004/727	1.37	01/24/89
74-I	Charles Grammer.	River Gas Corp.	1004/721	1.37	01/24/89
74-J	Fred Grammer	River Gas Corp.	1004/715	1.37	01/24/89
74-K	J.R. Grammer	River Gas Corp.	1004/718	1.37	01/24/89
74-L	Eddie Grammer	River Gas Corp.	1004/733	1.37	01/24/89
74-M	Jerry Grammer	River Gas Corp.	1004/736	1.37	01/24/89
74-N	Jimmy Grammer	River Gas Corp.	1004/742	1.37	01/24/89
74-O	Phillip Grammer	River Gas Corp.	1004/730	1.37	01/24/89
74-P	Evis Gray	River Gas Corp.	1004/751	1.37	01/24/89
74-Q	Pauline Layne	River Gas Corp.	1004/748	1.37	01/24/89

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74-R	Carolyn Lewis	River Gas Corp.	1004/724	1.37	01/24/89
74-S	Dorothy Piety	River Gas Corp.	1004/745	1.37	01/24/89
74-T	Shirley Wortman	River Gas Corp.	1004/739	1.37	01/24/89
74-U	May Belle Grammer	River Gas Corp.	1004/754	1.37	02/10/89
74-V	Margaret A.S. Capps	River Gas Corp.	1004/781	1.48	03/15/89
74-W	Glenda S.S. Headley	River Gas Corp.	1004/787	1.48	03/15/89
74-X	Norma Lou Hope	River Gas Corp.	1004/775	1.48	03/15/89
74-Y	Levon S. Seale	River Gas Corp.	1004/772	1.48	03/15/89
74-Z	Carl N. Smith	River Gas Corp.	1004/763	1.48	03/15/89
74-AA	James E. Smith	River Gas Corp.	1004/757	1.48	03/15/89
74-BB	Leonard R. Smith	River Gas Corp.	1004/760	1.48	03/15/89
74-CC	Ruby Alma Smith	River Gas Corp.	1004/778	1.48	03/15/89
74-DD	Will Larry Smith	River Gas Corp.	1004/766	1.48	03/15/89
74-EE	Dorothy R.S. Snow	River Gas Corp.	1004/784	1.48	03/15/89
74-FF	Emma J.S. Staggs	River Gas Corp.	1004/769	1.48	03/15/89
74-GG	Jo Ann Smith	River Gas Corp.	1011/480	0.37	05/10/89
74-HH	Steven Wayne Smith	River Gas Corp.	1011/483	0.37	05/10/89
74-II	Troy David Smith	River Gas Corp.	1012/712	0.37	05/10/89
74-JJ	Ronald Dean Smith	River Gas Corp.	1017/075	0.37	07/06/89
74-KK	Gary Grammer	River Gas Corp.	1022/066	0.32	08/08/89
74-LL	Denice Grammer Cruz	River Gas Corp.	1022/069	0.32	08/08/89
74-MM	James Grammer	River Gas Corp.	1022/072	0.32	08/16/89
74-NN	Debra Ann Engebretsen	River Gas Corp.	1024/003	0.32	08/08/89
74-OO	Nancy McCaffrey	River Gas Corp.	1028/440	0.32	08/16/89
74-PP	Gertrude Turner Barnett Hallman, AIF Roy E. Turner	River Gas Corp.	1044/091	0.32	01/08/90
75	Alabama Power Co.	River Gas Corp.	1008/638	160.00	01/01/89
76	USX Corporation	River Gas Corp.	1005/239	2724.38	02/01/89
77	Ludie Mae Price	River Gas Corp.	1001/350	80.00	02/07/89
78	James J. Mayfield IV	River Gas Corp.	1004/711	160.00	02/07/89
79-A	Athial M. Gilbert	River Gas Corp.	1004/796	13.33	03/16/89
79-B	Elgin W. Gilbert	River Gas Corp.	1004/790	13.33	03/16/89
79-C	Clayton B. Gilbert	River Gas Corp.	1004/793	13.33	03/16/89
79-D	Clara E. Stanley	River Gas Corp.	1004/799	13.33	03/16/89
79-E	Mary Alice Burton	River Gas Corp.	1006/596	13.33	03/16/89
79-F	Betty Sue Howton	River Gas Corp.	1006/599	13.33	03/16/89
79-G	Ronald Gilbert	River Gas Corp.	1006/603	13.33	03/20/89
79-H	Gary D. Gilbert, et al Trustees	River Gas Corp.	1006/606	13.33	03/30/89
79-I	Nason Gilbert	River Gas Corp.	1008/640	13.33	05/10/89
80	Maezell C. Hallman	River Gas Corp.	1004/807	64.00	03/20/89
81	Paul C. Naugher, et ux	River Gas Corp.	1004/802	52.00	03/20/89
82	Clayton H. Clements	River Gas Corp.	1004/810	8.00	03/23/89
83	Valeria C. Hallman	River Gas Corp.	1004/813	8.00	03/23/89
85	Kedric Courington, et ux	River Gas Corp.	1006/612	8.00	04/07/89
86-A	Buster N. Hallman	River Gas Corp.	1008/637	20.00	04/27/89
86-B	Myrtle Sellers Falkner	River Gas Corp.	1028/359	20.00	10/18/89
86-C	Mary Bevan	River Gas Corp.	1028/362	0.57	10/20/89
86-D	Wilton L. Christian, et ux	River Gas Corp.	1028/374	1.66	10/20/89
86-E	Myrtle A. Colburn, et al	River Gas Corp.	1028/377	3.32	10/20/89
86-F	Jewell Griffin	River Gas Corp.	1028/383	0.57	10/20/89

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PART II

1181 PAGE 686

86-G	Ana A. Hallman	River Gas Corp.	1028/371	4.00	10/20/89
86-H	Lottie Powell	River Gas Corp.	1028/380	2.85	10/20/89
86-I	Larry Sullivan	River Gas Corp.	1028/386	0.57	10/20/89
86-J	Nelda Faye Wells	River Gas Corp.	1028/365	0.57	10/20/89
86-K	Dannie H. Yarbrough, et vir	River Gas Corp.	1028/368	4.00	10/20/89
86-L	Billy Ray Dunn, et ux	River Gas Corp.	1028/395	0.95	10/23/89
86-M	Junior Edley Dunn	River Gas Corp.	1028/404	0.95	10/23/89
86-N	Preston Hallman, et ux	River Gas Corp.	1028/389	3.33	10/23/89
86-O	Fannie B. Mitchell, et vir	River Gas Corp.	1028/392	0.95	10/23/89
86-P	Brady Simpson, et ux	River Gas Corp.	1028/398	2.85	10/23/89
86-Q	Clora Moore, et vir	River Gas Corp.	1028/401	3.33	10/24/89
86-R	Lona Morgan, et vir	River Gas Corp.	1028/407	3.33	10/24/89
86-S	Beverly B. Bergen	River Gas Corp.	1028/425	1.33	10/25/89
86-T	Mildred Buchanan, et vir	River Gas Corp.	1028/413	5.00	10/25/89
86-U	Ann B. Creel, et vir	River Gas Corp.	1028/422	1.33	10/25/89
86-V	Ola Frost, et vir	River Gas Corp.	1028/416	5.00	10/25/89
86-W	Eldridge Jackson, et ux	River Gas Corp.	1028/419	5.00	10/25/89
86-X	Mary Ruth Simpson	River Gas Corp.	1028/410	0.71	10/25/89
86-Y	Elmer H. Abston, et ux	River Gas Corp.	1028/434	0.57	10/31/89
86-Z	John Abston by AIF Marlene Abston Simmons	River Gas Corp.	1028/428	0.57	10/31/89
86-AA	Marlene A. Simmons	River Gas Corp.	1028/431	0.57	10/31/89
86-BB	Rosalind G. Henderson, et vir	River Gas Corp.	1032/574	1.66	10/20/89
86-CC	Louise Jones	River Gas Corp.	1031/379	0.57	10/20/89
86-DD	Jean Hudson, et vir	River Gas Corp.	1031/382	3.33	10/24/89
86-EE	Leon Hallman, et ux	River Gas Corp.	1031/385	3.33	10/24/89
86-FF	Allen Boling	River Gas Corp.	1031/388	1.33	10/25/89
86-GG	Wilma Lee Booth, et vir	River Gas Corp.	1031/394	0.47	10/27/89
86-HH	Bertha Lee Dunn	River Gas Corp.	1031/397	0.47	10/27/89
86-II	Mellwynn Morrow Price	River Gas Corp.	1031/400	0.57	10/27/89
86-JJ	James W. Price, et ux	River Gas Corp.	1031/403	0.57	10/27/89
86-KK	Barbara E. Price Lunceford, et vir	River Gas Corp.	1031/399	0.57	10/27/89
86-LL	Claudean Davis, et vir	River Gas Corp.	1031/406	0.57	10/31/89
86-MM	Howell G. Abston	River Gas Corp.	1031/409	0.57	10/31/89
86-NN	William A. Bittner, Jr. et al	River Gas Corp.	1031/412	4.00	11/01/89
86-OO	Wilburn Sullivan	River Gas Corp.	1028/437	0.57	11/02/89
86-PP	Amanda Gail Burroughs, et vir	River Gas Corp.	1031/415	0.24	11/06/89
86-QQ	Tony Dennis Rogers	River Gas Corp.	1031/421	0.35	11/06/89
86-RR	Harvey David Simpson, et ux	River Gas Corp.	1031/418	0.71	11/06/89
86-SS	Cecil L. Simpson, Jr.	River Gas Corp.	1031/427	0.24	11/06/89
86-TT	Darlene Latham, et vir	River Gas Corp.	1031/424	0.35	11/06/89
86-UU	Shaun Cassidy by AIF Bertha Lee Price Dunn	River Gas Corp.	1031/430	0.47	11/08/89
86-VV	Dale Hallman Carter, et ux	River Gas Corp.	1032/577	3.33	11/13/89
86-WW	Cheryl Ann Singley	River Gas Corp.	1032/580	0.24	12/04/89
86-XX	Ruth Hallman McCrary	River Gas Corp.	1034/539	4.00	12/06/89
87	Jerry F. Colwell	River Gas Corp.	1011/486	600.00	05/15/89
88	Margaret Rice Deal, et vir	River Gas Corp.	1011/489	67.60	05/16/89
89	Una M. Clements, et al	River Gas Corp.	1011/660	80.00	04/01/89
90	Leah F. O'Hara	River Gas Corp.	1014/660	80.00	08/09/89

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 Recorded in Book 47
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 by Hardy McCollier - Probate Judge
 Tuscaloosa County, Alabama

91	Gulna Louise Crunk	River Gas Corp.	1022/075	3.50	08/28/89
92	Lafayette Ruffin, et ux	River Gas Corp.	1022/080	0.13	08/28/89
93	Richard P. Holman, et al	Amoco Production	991/339(A)	100.00	8/26/88(H)
94	Alfa Life Insurance Co.	River Gas Corp.	1025/348	161.35	09/01/89
96-A	Ollie J. Moore	River Gas Corp.	1032/583	10.00	11/14/89
96-B	Rita Mae Moore Welch	River Gas Corp.	1032/586	2.00	11/14/89
96-C	Clara Moore	River Gas Corp.	1032/589	1.67	11/15/89
96-D	Ollie Moore Graves Kyzer	River Gas Corp.	1032/592	20.00	11/15/89
96-E	Louise Theresa Moore Harkey	River Gas Corp.	1032/598	2.00	11/15/89
96-F	Mary Ellen Moore Smith	River Gas Corp.	1032/601	2.00	11/15/89
96-G	Irma Mary Moore Langford Bushelon	River Gas Corp.	1032/595	2.00	11/15/89
96-H	Lou Alma Breland Bamburg	River Gas Corp.	1032/607	5.00	11/16/89
96-I	Irene Glass	River Gas Corp.	1032/604	1.67	11/16/89
96-J	Geraldine Moore	River Gas Corp.	1032/610	1.67	11/16/89
96-K	Inex Breland Jones	River Gas Corp.	1032/613	0.45	11/20/89
96-L	Pauline Breland Crawford	River Gas Corp.	1032/616	0.45	11/20/89
96-M	Betty Margaret Breland Epps	River Gas Corp.	1032/622	0.45	11/20/89
96-N	Lois Breland Nichols	River Gas Corp.	1032/619	0.45	11/20/89
96-O	John Milton Breland	River Gas Corp.	1032/625	0.45	11/20/89
96-P	Elizabeth Breland Martin	River Gas Corp.	1032/628	0.45	11/20/89
96-Q	Jean Breland Josey	River Gas Corp.	1032/631	0.45	11/20/89
96-R	Evelyn Breland Hughey	River Gas Corp.	1032/634	0.45	11/20/89
96-S	Faye Breland Colburn	River Gas Corp.	1032/637	0.45	11/20/89
96-T	William Franklin Breland	River Gas Corp.	1032/640	0.71	11/22/89
96-U	Betty Breland Lovelady	River Gas Corp.	1032/643	0.71	11/22/89
96-V	Lucille Breland	River Gas Corp.	1032/646	0.71	11/22/89
96-W	Phyllis Breland Green	River Gas Corp.	1032/649	0.71	11/22/89
96-X	Wallace Harold Breland	River Gas Corp.	1032/664	0.71	11/22/89
96-Y	Peggy Breland Crews	River Gas Corp.	1032/661	0.71	11/22/89
96-Z	Fannie Breland Riley	River Gas Corp.	1032/658	1.00	11/22/89
96-AA	Otis Wayne Breland	River Gas Corp.	1032/655	1.00	11/22/89
96-BB	Gary Breland	River Gas Corp.	1032/652	0.71	11/22/89
96-CC	C.L. Moore	River Gas Corp.	1032/667	5.00	11/28/89
96-DD	DeLois H. Moore	River Gas Corp.	1032/670	2.00	11/28/89
96-EE	Ludie C. Hill	River Gas Corp.	1032/673	1.00	11/28/89
96-FF	Billy Moore	River Gas Corp.	1032/676	1.00	11/30/89
96-GG	Wayne Moore	River Gas Corp.	1032/679	1.00	11/30/89
96-HH	Manley David Breland	River Gas Corp.	1036/342	0.45	11/20/89
96-II	Alvin C. Breland	River Gas Corp.	1036/345	1.00	11/20/89
96-JJ	Claude Spencer Breland	River Gas Corp.	1036/348	1.00	11/20/89
96-KK	James Shirley Breland	River Gas Corp.	1034/545	1.00	11/22/89
96-LL	William Frank Breland	River Gas Corp.	1034/548	0.11	11/28/89
96-MM	Louise Moore Barnes	River Gas Corp.	1036/368	2.50	11/30/89
96-NN	Virginia Moore Lawson	River Gas Corp.	1034/551	2.50	11/30/89
96-OO	Charles E. Moore	River Gas Corp.	1036/365	2.50	11/30/89
96-PP	Ludie C. Moore	River Gas Corp.	1034/554	2.50	11/30/89
96-QQ	Troy E. Moore	River Gas Corp.	1034/557	2.50	11/30/89
96-RR	Perlie Moore Graham	River Gas Corp.	1034/560	2.00	12/04/89
96-SS	Verlie Moore Winstead	River Gas Corp.	1036/371	2.00	12/04/89
96-TT	Buena Moore Gray	River Gas Corp.	1034/563	2.00	12/05/89

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PART II

-6-

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96-UU	Betty Ann Moore	River Gas Corp.	1034/566	2.00	12/05/89
96-VV	Dorothy J. Moore	River Gas Corp.	1036/374	2.00	12/05/89
96-WW	Jack Moore	River Gas Corp.	1036/354	0.50	12/05/89
96-XX	James D. Moore	River Gas Corp.	1032/682	2.00	12/05/89
96-YY	Kate Moore	River Gas Corp.	1034/569	0.50	12/05/89
96-ZZ	Rayburn L. Moore	River Gas Corp.	1034/572	0.50	12/05/89
96-AAA	Pat Moore Powell	River Gas Corp.	1036/351	0.50	12/05/89
96-BBB	Mozelle Moore Marchant	River Gas Corp.	1034/575	2.00	12/06/89
96-CCC	Burlia Moore Coleman	River Gas Corp.	1034/581	3.33	12/07/89
96-DDD	Anne W. Moore	River Gas Corp.	1034/584	3.33	12/07/89
96-EEE	Waymon Gerald Moore	River Gas Corp.	1034/587	3.33	12/07/89
96-FFF	Eloise Moore Phelps	River Gas Corp.	1034/578	3.33	12/07/89
96-GGG	Dorothy Jean Moore Smith	River Gas Corp.	1034/590	3.33	12/07/89
96-HHH	Adrain Leon Hartley	River Gas Corp.	1034/593	4.00	12/11/89
96-III	Jesse Gordon Hartley	River Gas Corp.	1034/596	4.00	12/11/89
96-JJJ	Lonnie Oneal Hartley	River Gas Corp.	1034/599	4.00	12/11/89
96-KKK	Van Hartley Shigley	River Gas Corp.	1036/357	4.00	12/11/89
96-LLL	Gerald B. Hill	River Gas Corp.	1036/360	1.25	12/12/89
96-MMM	Ina Ruth S. Murchison	River Gas Corp.	1034/602	0.11	12/12/89
96-NNN	James Ludie Moore	River Gas Corp.	1034/605	1.66	12/13/89
96-OOO	Jimmy Nell Hartley, individually and as Trustee	River Gas Corp.	1034/608	4.00	12/18/89
96-PPP	Kenneth Earl Breland	River Gas Corp.	1040/087	0.11	11/28/89
96-QQQ	Waverly W. Moore	River Gas Corp.	1040/006	0.00	01/20/89
96-RRR	Charles W. Moore	River Gas Corp.	1040/016	0.00	01/20/89
96-SSS	Linda Moore Livingston	River Gas Corp.	1040/006	0.00	01/20/89
96-TTT	Jane Perkins Nichols	River Gas Corp.	1040/019	1.66	01/18/90
96-UUU	Willie Francies Hill	River Gas Corp.	1044/023	1.25	11/28/89
96-VVV	Sue Hill Purkey	River Gas Corp.	1044/026	1.25	11/28/89
96-WWW	Robert L. Moore	River Gas Corp.	1044/029	2.50	11/30/89
96-XXX	Judi Moore Perkins Williams	River Gas Corp.	1044/032	1.66	12/07/89
96-YYY	Connie Moore Long	River Gas Corp.	1044/035	1.66	12/13/89
101-A	Louise McGuire Lamont	River Gas Corp.	1040/081	20.00	01/19/90
101-B	Josephine McGuire Swanson	River Gas Corp.	1040/084	20.00	01/19/90
101-C	Woodrow Hobson, Jr.	River Gas Corp.	1048/214	20.00	05/01/90
104-A	Howell Hubbard	River Gas Corp.	1041/094	40.00	02/05/90
104-B	Jessie Hubbard Green	River Gas Corp.	1041/097	40.00	02/05/90
104-C	Hazel Hubbard Dickey	River Gas Corp.	1041/100	40.00	02/05/90
104-D	Sue Hubbard Williams	River Gas Corp.	1041/103	10.00	02/05/90
104-E	Margaret Hubbard Xanders	River Gas Corp.	1041/106	10.00	02/05/90
104-F	Alma Hubbard	River Gas Corp.	1041/109	10.00	02/05/90
104-G	Betty Hubbard Bryant	River Gas Corp.	1041/112	10.00	02/05/90
106-A	Morris Victor Friedman & Emily Ann Friedman Bliss	River Gas Corp.	1044/101	6.58	02/27/90
106-B	Adele Mills Schweid	River Gas Corp.	1046/348	10.00	02/28/90
106-C	Rose Mills Freedman	River Gas Corp.	1046/345	10.00	02/28/90
106-D	Irene Fox Conn	River Gas Corp.	1044/104	2.28	03/08/90
106-E	Henry Mills Winston	River Gas Corp.	1051/282	3.29	03/07/90
106-F	Harry F. Conn	River Gas Corp.	1052/295	2.28	03/08/90
106-G	Richard L. Conn	River Gas Corp.	1052/292	2.28	03/08/90

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PART II

-7-

106-H	Victor Winston	River Gas Corp.	1052/289	3.29	03/08/90
109-A	Bernice Edgar Sullivan	River Gas Corp.	1044/047	11.43	02/07/90
109-B	Wilburn Sullivan	River Gas Corp.	1044/044	11.43	02/07/90
109-C	Doris Sullivan Howton	River Gas Corp.	1044/050	1.27	02/09/90
109-D	Scotty Sullivan	River Gas Corp.	1044/053	1.27	02/09/90
109-E	John L. Sullivan	River Gas Corp.	1046/336	1.27	02/13/90
109-F	Patsy Jean L. Sullivan	River Gas Corp.	1044/056	0.32	02/13/90
109-G	Roland Sullivan	River Gas Corp.	1046/333	1.27	02/13/90
109-H	Roxie Sullivan Turner	River Gas Corp.	1044/059	1.27	02/13/90
109-I	Clara Mae Sullivan St. Clair	River Gas Corp.	1044/062	1.27	02/14/90
109-J	Dolly Sullivan Tuberville	River Gas Corp.	1044/068	1.27	02/14/90
109-K	Olen Sullivan	River Gas Corp.	1044/065	3.81	02/14/90
109-L	Daniel M. Sullivan	River Gas Corp.	1044/074	0.32	02/15/90
109-M	Kathy Lynn Sullivan Prevatte	River Gas Corp.	1044/071	0.32	02/15/90
109-N	Bob Burchfield	River Gas Corp.	1044/077	3.81	02/26/90
109-O	Marion Burchfield	River Gas Corp.	1044/080	3.81	02/26/90
109-P	Sidney Weaver	River Gas Corp.	1046/339	3.81	02/26/90
109-Q	Rabon Sullivan	River Gas Corp.	1048/070	3.81	02/14/90
109-R	Laurie Kay Sullivan Schoene	River Gas Corp.	1048/073	0.32	02/15/90
109-S	Carrie Sullivan Foley	River Gas Corp.	1046/342	11.43	03/26/90
109-T	Charles Mitchell Sullivan, Jr.	River Gas Corp.	1051/276	0.32	02/15/90
109-U	Rayford Sullivan	River Gas Corp.	1051/279	3.81	02/22/90
109-V	Barbara Gail Sullivan Billingsley	River Gas Corp.	1078/566	0.32	10/24/90
109-W	Linda Louise Sullivan Hood	River Gas Corp.	1078/560	0.32	02/14/90
109-X	Mary Ruth Sullivan Fortenburg	River Gas Corp.	1078/563	0.32	10/24/90
112-A	First Alabama Bank of Tuscaloosa Executor & Trustee of Robert N. Alston Estate	River Gas Corp.	1044/113	180.23	03/09/90
112-B	Woodrow Hobson, Jr.	River Gas Corp.	1044/110	60.08	03/09/90
113	Madalene Cunningham, et al	River Gas Corp.	1048/119	94.33	01-05-90 03 PM
114-A	Lona Jackson Thompson	River Gas Corp.	1048/115	100.00	01-05-90 03 PM
114-B	James Robert Jackson, III	River Gas Corp.	1051/300	100.00	04/20/90
114-C	Wyman Terry Jackson	River Gas Corp.	1051/306	8.00	04/20/90
114-D	Edna Jackson	River Gas Corp.	1051/312	8.00	04/23/90
114-E	Betty Jackson Skelton	River Gas Corp.	1052/302	8.00	04/23/90
114-F	Christopher Brett Rowland	River Gas Corp.	1068/699	8.00	10/05/90
115-A	W. Bruce Baughman	River Gas Corp.	1048/121	15.00	04/17/90
115-B	Marian W. Maxwell	River Gas Corp.	1048/127	15.00	04/17/90
115-C	Nellie Shute Pearson	River Gas Corp.	1048/124	15.00	04/17/90
115-D	Thomas M. White, Sr.	River Gas Corp.	1051/321	15.00	04/17/90
116-A	Gay Nell Dockery Hill	River Gas Corp.	1048/097	2.66	04/16/90
116-B	Ella Mae Sullivan Bailey	River Gas Corp.	1048/109	8.00	04/17/90
116-C	Viola Sullivan Denton	River Gas Corp.	1048/106	8.00	04/17/90
116-D	Clarence Dockery	River Gas Corp.	1048/103	2.66	04/17/90
116-E	Lorenc Sullivan Sellers	River Gas Corp.	1048/100	8.00	04/17/90
116-F	Armond Sullivan	River Gas Corp.	1048/112	8.00	04/17/90
116-G	Jack Dockery	River Gas Corp.	1051/303	2.66	04/25/90
116-H	L. J. Bates	River Gas Corp.	1068/694	0.75	10/05/90
116-I	Perry J. Bates	River Gas Corp.	1068/691	0.75	10/05/90
117-A	Karen J. Colwell	River Gas Corp.	1051/330	43.74	04/26/90

A
PART II

-8-

1181 PAGE 300

117-B	Thomas W. Daniel, Jr.	River Gas Corp.	1051/324	28.36	04/26/90
117-C	Dayton F. Hale, Jr.	River Gas Corp.	1051/327	29.29	04/26/90
117-D	Dayton F. Hale, Sr.	River Gas Corp.	1051/336	131.13	04/26/90
117-E	Woodrow Hobson, Jr.	River Gas Corp.	1051/333	43.74	04/26/90
117-F	David G. McGiffert	River Gas Corp.	1052/311	43.74	04/26/90
118-A	Mary Kathryn Helfin & Ann Kaldrovics	River Gas Corp.	1054/468	240.00	04/26/90
118-B	Ann Pendleton Hawkins Cross	River Gas Corp.	1059/700	120.00	07/02/90
119	Bean Family Partnership Ltd. No.4	River Gas Corp.	1050/001	40.00	05/14/90
120-A	Jerry F. Colwell	River Gas Corp.	1052/314	20.00	05/17/90
120-B	First Alabama Bank of Tuscaloosa Executor & Trustee of Robert N. Alston Estate	River Gas Corp.	1052/317	60.00	05/17/90
121	Bureau of Land Management	Joe Stephenson	1063/426	360.00	08/01/90
122	Weyerhaeuser Company	River Gas Corp.	1068/679	140.43	09/17/90
126	James Jefferson Mayfield IV by AIF, Dan M. Gibson	River Gas Corp.	1073/129	80.00	11/06/90
127	State of Alabama	Taurus Exp.,Inc.(G)	1077/030(G)	62.57 (G)	
128	Hawkeye Oil & Gas, Inc.	Meridian Oil, Inc.	1014/299(T)	60.00	05/23/89
130	State of Alabama	Taurus Exp.,Inc.(U)	1077/328(C)	2.36 (C)	
131	State of Alabama	Hawkeye Oil & Gas, Inc. (V)	1082/021	19.80 (B)	
2-FO	Alabama Basic Land Enterprise	W.B. Newberry	846/272	480.00	04/01/82
3-FO	Frances Fies Alcus	TRW, E&P	913/374	40.00	01/06/85
4-FO	Robert Colburn	TRW, E&P	910/476	75.50	11/22/85
5-FO	Alan Hofheimer	TRW, E&P	913/372	40.00	01/06/86
6-FO	FAB-Agent for Robert Alston	W.B. Newberry	846/261	640.00	06/10/82
7-FO	Friedman & Loveman	W.C. Daly	790/069	3200.00	07/20/79
10-FO	J.J. Mayfield	W.B. Newberry	846/210	179.00	03/25/82
11-FO	E.P. McDaniel	W.B. Newberry	846/288	120.00	03/25/82
14-FO	Frank Rice	W.B. Newberry	846/240	40.00	03/25/82
17-FO	Wesley West Estate	TRW, Inc.	904/255	6120.00	09/01/85
18-FO	Stedman Trust	TRW, Inc.	904/242	1440.00	09/01/85
19-FO	Charles Cassidy	(6)	966/358	6793.50	2/3/88(1)

FOOTNOTES:

- (1) U.S. Steel originally leased on 4/24/75 with expiration date of 4/24/2005. (See Short Form Mining Lease filed in DB701, P261 and also see Memorandum of Coal Seam Gas Sublease to The River Gas Corporation filed in DB966, P358). 1181 691
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W. Hardy McCollum - Probate Judge
Tuscaloosa County, Alabama
- (2)-(5) Footnotes deleted

- (6) Note: That unrecorded Sublease Agreement is in the name of The River Gas Corporation; the recorded memorandum of Coal Seam Gas Sublease is in the name of The River Gas Company. (This is clarified in Affidavit of Corporate Identity filed in DB1024/P010)
- (A) - Amoco Production Company assigned to The River Gas Corporation 100.00 net acres from the original lease which described 560.00 net acres. Assignment dated 8/29/89 recorded DB1038/P231.
- (B) - The State of Alabama, Department of Conservation and Natural Resources, executed a lease (Lease No. 724) to Hawkeye Oil & Gas, Inc. on November 29, 1988, said lease recorded in DB1003/P354; Hawkeye executed an assignment dated May 23, 1989 to Meridian Oil Inc., said assignment recorded in DB1014/P023; Meridian executed an assignment dated June 26, 1990 to Taurus Exploration, Inc., said assignment recorded in DB1069/P410. Taurus assigned a portion of the leasehold to The River Gas Corporation on February 12, 1991, said assignment recorded in DB1082/P021. (There is a 5.0% ORR to Hawkeye on this tract).
- (C) - The State of Alabama, Department of Conservation and Natural Resources, executed a lease (Lease No. 716) to Taurus Exploration, Inc. on September 20, 1988, said lease recorded in DB997/P194; Taurus assigned a portion of that leasehold to The River Gas Corporation (WITHOUT reserving any ORR) on December 21, 1990, said assignment recorded in DB1077/P328.
- (D)-(F) - Footnotes deleted
- (G) - The State of Alabama, Department of Conservation and Natural Resources, executed a lease (Lease No. 694) to Taurus Exploration, Inc. on May 24, 1988, said lease recorded in DB981/P645, and executed another lease (Lease No. 695) to Taurus on May 24, 1988, recorded in DB981/P651; Taurus executed an assignment dated March 8, 1989 to Amoco Prouction Company on both of these leases, said Assignment recorded in DB1004/P700; Amoco assigned a portion of their leasehold to The River Gas Corporation (reserving a 5.0% ORR) on October 17, 1990, said assignment recorded in DB1077/P030.
- (H) - This is an Assignment of some of the Holman mineral leased by Amoco via DB991/P339. The lease dated 8/26/88 was an OGM form similar to ours but with a 3/16 royalty. Our Assignment from Amoco dated 8/29/89.

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W. Hardy McCollum - Probate Judge
Tuscaloosa County, Alabama

A
PART II

1181¹⁰⁻ PAGE 692

SCHEDULE B

Behind Pipe Recompletion Wells and Values

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W. Hardy McCollum - Probate Judge
Tuscaloosa County, Alabama

SCHEDULE B

WELL NAME	VALUE (\$)
Stothart No. 24-12-1	149,850
Stothart No. 24-13-2	123,495
Davant No. 21-16-16	148,638
Friedman No. 22-4-52	95,619
Friedman No. 22-12-53	129,302
Friedman No. 22-15-54	114,732
Friedman No. 22-16-55	72,130
Mills No. 22-14-1	135,911
Moody No. 22-6-1	119,242
Cassidy No. 25-3-11	38,493
Cassidy No. 25-4-66	69,923
Cassidy No. 25-5-67	63,007
Cassidy No. 25-6-13	54,847
Cassidy No. 25-10-1	77,588
Cassidy No. 25-12-14	58,403
Cassidy No. 25-14-21	48,924
Cassidy No. 25-15-20	50,856
Cassidy No. 25-16-1	54,847
Cassidy No. 30-12-15	40,733
Cassidy No. 30-13-1	54,456
Cassidy No. 30-14-1	36,513
Cassidy No. 30-15-12	85,822
Cassidy No. 31-1-17	66,111
Cassidy No. 31-2-10	70,799
Cassidy No. 31-3-16	50,645
Cassidy No. 31-4-1	61,949
Cassidy No. 31-5-1A	55,814
Cassidy No. 31-6-18	48,720
Cassidy No. 31-8-70	84,561
Cassidy No. 31-10-124	87,350
Cassidy No. 31-12-125	82,725
Cassidy No. 31-14-65	90,951
Cassidy No. 36-1-19	32,654
Cassidy No. 36-2-1	33,912
Cassidy No. 36-3-23	53,054
Cassidy No. 36-4-22	74,717
Cassidy No. 36-5-24	56,046
Cassidy No. 36-7-25	68,692
Cassidy No. 36-8-4	122,346
Cassidy No. 36-9-71	56,046

1181 54847
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 W. Hardy McCallum, Jr. Probate Judge
 Tuscaloosa County, Alabama

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B-2

WELL NAME	VALUE (\$)
Cassidy No. 36-10-28	56,628
Cassidy No. 36-11-27	43,348
Cassidy No. 36-12-26	52,722
Cassidy No. 36-13-29	77,671
Cassidy No. 36-14-30	54,393
Cassidy No. 36-15-31	69,453
Cassidy No. 36-16-3	105,502
Chevron No. 23-16-18	96,989
Chevron No. 25-2-1	80,474
Chevron No. 25-8-2	89,268
Chevron No. 25-11-3	49,373
Chevron No. 30-10-8	121,239
Earnest No. 24-13-1	111,691
Cassidy No. 5-2-126	103,166
Cassidy No. 5-4-49	70,460
Cassidy No. 5-5-50	87,029
Cassidy No. 5-6-61	67,278
Cassidy No. 5-11-56	72,620
Cassidy No. 5-13-48	63,523
Cassidy No. 6-2-64	89,824
Cassidy No. 6-3-44	57,202
Cassidy No. 6-7-129	57,202
Cassidy No. 6-9-47	76,253
Cassidy No. 6-10-52	76,253
Cassidy No. 6-11-54	66,602
Cassidy No. 6-13-51	60,632
Cassidy No. 6-14-55	61,560
Cassidy No. 8-4-63	60,141
Cassidy No. 8-5-60	69,342
Cassidy No. 8-12-58	60,141
Cassidy No. 8-13-59	76,710
Cassidy No. 31-16-69	77,831
Cassidy No. 32-2-41	101,781
Cassidy No. 32-4-33	69,055
Cassidy No. 32-6-40	111,420
Cassidy No. 32-7-39	68,769
Cassidy No. 32-8-34	121,204
Cassidy No. 32-9-37	123,799
Cassidy No. 32-10-45	61,452
Cassidy No. 32-11-35	82,809

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 W. Hardy McCollum, Probate Judge
 Tuscaloosa County, Alabama

WELL NAME	VALUE (\$)
Cassidy No. 32-12-62	99,126
Cassidy No. 32-13-46	51,852
Cassidy No. 32-14-36	74,943
Cassidy No. 32-15-38	64,530
Mayfield No. 8-3-1	87,640
USX No. 5-7-1	123,799
USX No. 5-10-2	123,799
USX No. 5-15-3	122,215
USX No. 8-6-4	122,215
USX No. 8-11-5	122,215
Cassidy No. 19-1-72	94,116
Cassidy No. 19-2-73	71,745
Cassidy No. 19-3-74	63,996
Cassidy No. 19-6-96	68,484
Cassidy No. 19-7-75	45,976
Cassidy No. 19-9-76	75,759
Cassidy No. 19-10-77	71,719
Cassidy No. 19-11-97	95,877
Cassidy No. 19-13-78	77,375
Cassidy No. 19-15-79	48,263
Cassidy No. 19-16-80	62,476
Cassidy No. 20-3-81	65,230
Cassidy No. 20-5-82	75,444
Cassidy No. 20-6-83	69,667
Cassidy No. 20-7-84	102,312
Cassidy No. 20-8-85	97,489
Cassidy No. 20-10-86	79,494
Cassidy No. 20-12-87	52,185
Cassidy No. 20-14-88	69,879
Cassidy No. 21-3-116	60,946
Cassidy No. 21-6-103	63,948
Cassidy No. 21-10-105	67,916
Cassidy No. 21-11-106	74,819
Cassidy No. 21-14-118	97,085
Cassidy No. 22-13-112	52,396
Cassidy No. 22-14-113	76,230
Cassidy No. 28-1-114	98,139
Cassidy No. 29-2-98	52,833
Cassidy No. 29-3-90	55,234
Cassidy No. 29-4-91	90,688

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B-4

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 W. Hardy McCollum - Probate Judge
 Tuscaloosa County, Alabama

1181 PAGE 696

WELL NAME	VALUE (\$)
Cassidy No. 29-5-92	63,730
Cassidy No. 29-6-93	70,830
Cassidy No. 30-2-119	73,707
Cassidy No. 30-4-120	119,700
Cassidy No. 30-8-121	106,151
Chevron No. 24-16-16	101,365
Davis No. 24-7-1	88,565
Davis No. 24-8-2	78,580
Davis No. 24-9-3	64,552
Davis No. 24-10-4	104,761
Deal No. 27-4-1	142,049
Holman No. 24-1-26	71,685
Holman No. 24-3-27	113,732
USX No. 21-15-11	70,244
USX No. 21-16-12	89,996
USX No. 29-8-6	101,463
USX No. 29-11-7	108,634
USX No. 29-13-9	58,903
USX No. 29-14-10	43,206
USX No. 30-9-18	80,748
Davant No. 7-13-6	70,070
Davant No. 7-14-1	62,388
Friedman No. 13-13-3	114,687
Friedman No. 18-2-5	100,832
Friedman No. 18-3-31	61,011
Friedman No. 18-7-30	115,794
Friedman No. 18-8-2	57,668
Friedman No. 18-9-1	78,889
Friedman No. 18-15-4	96,111
McDaniel No. 18-5-2	65,526
McDaniel No. 18-6-3	90,211
Searcy No. 7-15-15	88,656
Searcy No. 17-14-9	140,948
Searcy No. 18-11-18	70,924
Searcy No. 18-13-6	70,924
Searcy No. 18-14-5	81,026
Searcy No. 19-4-1	
Searcy No. 19-10-3	
Searcy No. 20-3-10	
Searcy No. 20-4-11	

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W. Hardy McColium - Probate Judge
Tuscaloosa County, Alabama

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B-5

WELL NAME	VALUE (\$)
Searcy No. 20-5-12	151,137
Searcy No. 20-6-13	125,396
Searcy No. 24-1-2	68,845
West No. 13-1-15	108,666
West No. 13-2-16	43,884
West No. 13-5-3	37,666
West No. 13-6-1	48,750
West No. 13-7-38	0
West No. 13-8-14	45,980
West No. 13-9-9	90,256
West No. 13-11-6	70,190
West No. 13-12-4A	62,061
West No. 13-15-23	76,243
West No. 17-12-20	0
West No. 17-13-21	66,107
West No. 19-1-19	105,099
West No. 19-2-10	78,922
West No. 19-3-7	90,395
West No. 19-6-18	79,626
West No. 19-8-12	63,140
West No. 19-11-13	124,091
West No. 19-12-11	124,091
Alcus No. 12-4-1	31,247
Alcus No. 12-5-2	36,631
Davant No. 7-4-2	76,208
Davant No. 7-5-3	59,777
Davant No. 7-11-4	122,954
Davant No. 7-12-5	74,169
FNB No. 1-3-1	89,034
Friedman No. 2-1-15	120,597
Friedman No. 2-9-16	37,536
Friedman No. 6-4-11	124,736
Friedman No. 6-5-12	100,196
Friedman No. 6-12-13	82,554
Friedman No. 6-13-14	106,995
Friedman No. 11-10-8	57,910
Friedman No. 12-1-9	75,820
Friedman No. 12-2-50	83,458
Friedman No. 12-8-10	98,815
Friedman-Rosenau No. 2-16-3	53,840

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B-6

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 W. Hardy McCollum - Probate Judge
 Tuscaloosa County, Alabama

1181 PAGE 698

WELL NAME	VALUE (\$)
Mayfield No. 12-9-2	52,601
Mayfield No. 12-10-5	127,310
Searcy No. 7-6-17	135,901
Searcy No. 11-9-14	61,055
Searcy No. 12-3-16	34,140
Searcy No. 12-6-19	61,055
West No. 1-1-24	63,769
West No. 1-2-25	78,735
West No. 1-6-39	78,735
West No. 1-8-27	87,597
West No. 1-9-28	91,062
West No. 1-10-29	92,779
West No. 1-11-30	80,291
West No. 1-13-31	51,192
West No. 1-14-32	60,839
West No. 1-16-33	58,011
West No. 11-8-36	32,024
West No. 11-15-37	0
Davant No. 23-2-9	70,468
Davant No. 23-7-7	108,105
First Alabama Bank No. 27-9-	55,597
First Alabama Bank No. 27-16	130,469
Friedman No. 22-14-38	124,165
Friedman No. 22-15-39	100,093
Friedman No. 23-4-41	152,994
West No. 21-8-71	128,827
West No. 27-1-59	64,081
West No. 27-2-60	146,963
West No. 27-4-62	98,727
West No. 27-5-65	83,645
Alabama Basic No. 34-3-14	105,290
Bean No. 14-15-1	99,056
Colburn No. 15-9-1	76,682
Colburn No. 15-15-2	83,740
Cunningham No. 10-1-1	77,910
Cunningham No. 10-2-2	77,910
Cunningham No. 34-8-2	116,498
First Alabama Bank No. 34-13	55,763
Friedman No. 2-5-42	83,752
Friedman No. 2-12-21	1181 68,822

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B-7

1181 68,822
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 W. Hardy McCollum - Probate Judge
 Tuscaloosa County, Alabama

WELL NAME	VALUE (\$)
Friedman No. 2-14-22	22,477
Friedman No. 3-6-23	50,710
Friedman No. 3-15-26	91,497
Friedman No. 10-10-28	67,148
Friedman No. 10-15-29	35,447
Friedman No. 11-11-17	52,923
Friedman No. 11-13-18	63,323
Friedman No. 14-6-33	93,046
Friedman No. 14-12-34	59,898
Friedman No. 14-13-35	98,034
Friedman No. 34-10-57	76,066
Friedman No. 34-15-58	70,894
Friedman-Rosenau No. 2-7-2	56,212
Friedman-Rasenau No. 2-15-1	24,812
Holman No. 10-11-1	64,424
McGuire No. 34-9-5	51,356
Rice No. 2-6-1	0
West No. 3-2-44	68,275
West No. 3-3-22	29,419
West No. 3-8-48	106,050
West No. 3-10-49	89,432
West No. 3-13-50	46,906
West No. 11-2-35	20,076
West No. 11-4-41	124,534
West No. 11-5-42	106,050
West No. 15-1-51	36,610
West No. 15-2-52	61,044
West No. 15-3-68	0
West No. 15-6-53	27,398
West No. 15-8-55	0
West No. 15-13-58	66,783
Cunningham No. 28-15-3	74,680
West No. 33-2-112	30,972
West No. 33-3-120	32,842
West No. 33-6-114	22,849
West No. 33-8-115	36,177
West No. 33-10-116	33,088
West No. 33-16-119	48,179
Cassidy No. 26-8-122	86,696
Cassidy No. 26-10-123	113,802

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B-8

1181 700
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 W. Hardy McCollum - Probate Judge

1181 PAGE 730

WELL NAME	VALUE (\$)
Chevron No. 26-5-9	118,747
Chevron No. 27-1-10	145,735
Clements No. 34-11-1	68,420
Clements No. 34-15-1	83,289
Clements No. 34-16-2	75,981
FGLIC No. 26-2-1	92,137
FGLIC No. 26-6-3	82,944
First Alabama Bank No. 34-1	71,830
First Alabama Bank No. 34-12	130,125
First Alabama Bank No. 35-2	112,132
First Alabama Bank No. 35-3	119,608
First Alabama Bank No. 35-5	78,303
Holman No. 35-12-4	86,502
McGuire No. 26-12-6	64,255
McGuire No. 26-13-3	62,281
McGuire No. 26-16-1	115,507
McGuire No. 27-9-4	103,667
Sessions No. 35-8-1	106,167
Sessions No. 35-9-2	94,423
Sessions No. 35-15-3	139,724
Alabama Basic No. 36-4-1	65,072
Alabama Basic No. 36-5-9	45,604
Alabama Basic No. 36-9-3	36,409
Alabama Basic No. 36-13-10	81,149
Alabama Basic No. 36-14-11	77,089
Alabama Basic No. 36-16-12	67,481
Cunningham No. 35-12-1	83,084
First Alabama Bank No. 25-1	78,249
First Alabama Bank No. 25-2	74,843
First Alabama Bank No. 25-4	137,912
First Alabama Bank No. 25-7	81,606
First Alabama Bank No. 25-10	97,751
First Alabama Bank No. 25-11	64,280
First Alabama Bank No. 25-12	137,912
First Alabama Bank No. 25-14	84,918
First Alabama Bank No. 25-15	91,428
First Alabama Bank No. 25-16	97,345
Friedman No. 30-4-45	111,190
Friedman No. 30-5-46	111,875
Friedman No. 30-12-47	106,159

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B-9

1181 701
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WELL NAME	VALUE (\$)
Friedman No. 30-13-48	107,645
Friedman No. 31-12-49	89,125
Friedman No. 36-1-43	82,066
Friedman No. 36-3-1	40,757
Friedman No. 36-11-56	67,341
West No. 31-5-82	74,834
West No. 35-2-105	73,194
West No. 35-4-106	76,071
West No. 35-6-107	75,757
West No. 35-8-108	59,228
West No. 35-9-109	78,255
West No. 35-10-110	59,916
West No. 35-14-111	110,407
Alabama Basic No. 23-10-4	117,446
Alabama Basic No. 23-14-5	58,431
Alabama Basic No. 23-16-6	85,346
Alabama Basic No. 26-1-7	107,413
Alabama Basic No. 27-16-8	99,827
First Alabama Bank No. 26-16	80,526
West No. 23-3-93	111,836
West No. 23-5-94	108,700
West No. 23-6-95	71,278
West No. 23-7-96	69,728
West No. 23-8-92	111,372
West No. 27-8-101	73,555
West No. 27-13-103	96,213
West No. 27-14-104	67,140
Christian No. 12-5-2	104,482
Davant No. 1-12-10	150,564
Davant No. 1-13-11	87,524
Davant No. 3-1-12	151,193
Davant No. 3-2-13	151,193
Hinds No. 12-6-1	83,637
Mayfield No. 1-3-3	151,193
Mayfield No. 1-7-4	138,698
Price No. 1-1-1	101,567
Stedman No. 11-1-5	120,568
Stedman No. 11-16-13	129,488
Bigham No. 4-13-1	
Federal No. 9-4-5	

1181 129,488
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 Tuscaloosa County, Alabama

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B-10

WELL NAME	VALUE (\$)
Sullivan No. 4-11-2	98,366
USX No. 15-13-27	99,413
Baughman No. 18-3-2	93,038
Baughman No. 18-6-3	81,610
Baughman No. 18-7-4	88,197
Hallman No. 8-14-1	102,080
Hallman No. 17-2-2	94,242
Hayes No. 7-16-2	94,242
Hayes No. 18-13-3	97,806
Hayes No. 18-14-4	140,873
Holman No. 13-7-19	91,055
Holman No. 17-12-15	100,946
Holman No. 17-13-16	78,254
Moore No. 13-1-1	107,618
Moore No. 13-9-2	88,708
Pettus No. 8-5-3	86,207
Pettus No. 8-6-2	97,350
Sealy No. 18-1-1	77,929
Weyerhaeuser No. 5-15-2	113,567
Weyerhaeuser No. 5-16-1	65,385

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 Tuscaloosa County, Alabama

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B-11

SCHEDULE C

Minimum Pratt Recompelion Schedule

<u>Period Ending</u>	<u>Minimum Pratt Recompletions</u>
December 1994	115
March 1995	144
June 1995	173
September 1995	204
December 1995	234
March 1996	264
June 1996	294
September 1996	324
December 1996	353
March 1997	374

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NTX MINERAL TAX 1,667.55
REC RECORDING FEES 458.50
SOT SOURCE OF TITLE 408.00
PJF PROBATE FEES 2.00

This instrument prepared by:

Source of Title: Deed Book 1138
Page 173

Hugh Tucker, Esquire
Baker & Botts, L.L.P.
1299 Pennsylvania Ave., N.W.
Washington, D.C. 20004-2400

1201 52
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07/02/95 10:42:04 AM
Hardy McCollica - Probate Judge
Caldwell County, Alabama

**AMENDMENT TO AND RATIFICATION OF
OVERRIDING ROYALTY CONVEYANCE**

This AMENDMENT TO AND RATIFICATION OF OVERRIDING ROYALTY CONVEYANCE ("Amendment and Ratification") is entered into as of the 20th day of November, 1994, by and among DOMINION BLACK WARRIOR BASIN, INC., an Alabama corporation ("Assignor"), NATIONSBANK OF TEXAS, N.A., a national banking association ("Trustee"), and MELLON BANK (DE) NATIONAL ASSOCIATION, a national banking association ("Delaware Trustee") (collectively, the "Parties").

RECITALS

A. The Parties have executed that certain Overriding Royalty Conveyance recorded in Deed Book 1181 at Page 644 (the "Original Conveyance"). Unless otherwise defined herein, capitalized terms used herein shall have the meaning given such terms in the Original Conveyance.

B. The Parties desire to correct Schedule A, Part I of the Original Conveyance with respect to nine (9) of the Proration Units being conveyed thereby (the "Applicable Units").

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NOW, THEREFORE, in consideration of the premises, and intending to be legally bound hereby, the Parties hereby agree as follows:

1. Schedule A, Part 1 of the Original Conveyance sets forth the following information with respect to the Applicable Units:

<u>Num</u>	<u>Well Name & #</u>	<u>Total NRI %</u>	<u>Total RI %</u>	<u>APO Company Interest</u>	<u>Royalty Interests BPO</u>	<u>Royalty Interests APO</u>
58	Cassidy 22-7-111	80.0791	80.0791	75.0000%	52.0514%	48.7500%
72	Cassidy 28-8-131	80.0106	80.0106	75.0000%	52.0069%	48.7500%
81	Cassidy 30-12-15	83.7500	83.7500	75.0000%	54.4375%	48.7500%
86	Cassidy 30-4-120	83.7500	83.7500	75.0000%	54.4375%	48.7500%
87	Cassidy 30-8-121	83.7500	83.7500	75.0000%	54.4375%	48.7500%
280	Gilbert 15-12-2	83.7500	83.7500	75.0000%	54.4375%	48.7500%
281	Gilbert 15-5-1	83.7500	83.7500	75.0000%	54.4375%	48.7500%
396	USX 14-13-37	83.7500	83.7500	75.0000%	54.4375%	48.7500%
414	USX 23-4-41	80.7247	80.7247	77.1700%	52.4710%	50.1605%

2. The correct Schedule A, Part I information for the Applicable Units with respect to the information set forth in Paragraph 1 above is as follows:

<u>Num</u>	<u>Well Name & #</u>	<u>Total NRI %</u>	<u>Total RI %</u>	<u>APO Company Interest</u>	<u>Royalty Interests BPO</u>	<u>Royalty Interests APO</u>
58	Cassidy 22-7-111	80.0791	80.0791	75.2372%	52.0514%	48.9042%
72	Cassidy 28-8-131	80.0106	80.0106	75.0319%	52.0069%	48.7707%
81	Cassidy 30-12-15	83.7500	83.7500	81.2500%	54.4375%	52.8125%
86	Cassidy 30-4-120	83.7500	83.7500	81.2500%	54.4375%	52.8125%
87	Cassidy 30-8-121	83.7500	83.7500	81.2500%	54.4375%	52.8125%
280	Gilbert 15-12-2	83.7500	83.7500	81.2500%	54.4375%	52.8125%
281	Gilbert 15-5-1	83.7500	83.7500	81.2500%	54.4375%	52.8125%
396	USX 14-13-37	83.7500	83.7500	81.2500%	54.4375%	52.8125%
414	USX 23-4-41	80.0469	80.0469	75.1406%	52.0305%	48.8414%

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 W. Hardy McCollum - Probate Judge
 Tuscaloosa County, Alabama

3. The Parties do hereby amend the Original Conveyance by substituting the information shown in Paragraph 2 above for that shown in Paragraph 1 above and do hereby, ratify, adopt and confirm the Original Conveyance as herein amended.

4. The purpose of this Amendment and Ratification is to correct Schedule A, Part I of the Original Conveyance so as to properly reflect the interests in the Applicable Units being conveyed thereby. The correct interests are set forth in Paragraph 2 above.

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03/02/95 10:42:42 AM
W. Hardy McCollum - Probate Judge
Tuscaloosa County, Alabama

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1201 PAGE 54

IN WITNESS WHEREOF, each of the Parties hereto has caused this Amendment and Ratification to be executed in its name and behalf by its proper signatory officer thereunto duly authorized, in multiple originals, as of the day and year first above written.

ASSIGNOR:

DOMINION BLACK WARRIOR BASIN, INC.

By: G. E. Lake, Jr.
G. E. Lake, Jr.
Vice President

ASSIGNEE:

NATIONSBANK OF TEXAS, N.A., as Trustee for
the Dominion Resources Black Warrior Trust

By: Ron E. Hooper
Ron E. Hooper
Vice President

MELLON BANK (DE) NATIONAL ASSOCIATION,
as Delaware Trustee for the Dominion Resources
Black Warrior Trust

By: Sandy S. McKenna
Sandy S. McKenna
Assistant Vice President

1201 55
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03/02/95 10:42:51 AM
W. Hardy McCollum - Probate Judge
Tuscaloosa County, Alabama

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COMMONWEALTH OF VIRGINIA
CITY OF RICHMOND

I, the undersigned authority, a Notary Public in and for said City and said State, hereby certify that G. E. Lake, Jr., whose name as Vice President of DOMINION BLACK WARRIOR BASIN, INC., an Alabama corporation, is signed to the foregoing instrument, and who is known to me, acknowledged before me on this day that, being informed of the contents of the instrument, he, as such officer and with full authority, executed the same voluntarily for and as the act of said corporation.

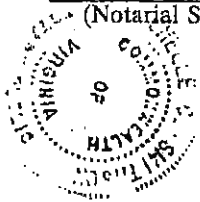
Given under my hand this 21ST day of November, 1994.

Michelle C. Smithson
Notary Public

My Commission Expires:

My Commission Expires January 31, 1998

(Notarial Seal)



1201 56
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W. Hardy McCollum - Probate Judge
Tuscaloosa County, Alabama

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1201 PAGE 56

STATE OF TEXAS
COUNTY OF DALLAS

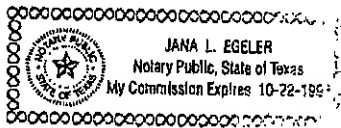
I, the undersigned authority, a Notary Public in and for said County and said State, hereby certify that Ron E. Hooper, whose name as Vice President of NationsBank of Texas, N.A., a national banking association, as Trustee for the DOMINION RESOURCES BLACK WARRIOR TRUST, a Delaware business trust, is signed to the foregoing instrument, and who is known to me, acknowledged before me on this day that, being informed of the contents of the instrument, he, as such officer and with full authority, executed the same voluntarily for and as the act of said association, acting in its capacity as Trustee as aforesaid.

Given under my hand this 31st day of January, 1994⁵

Jana L. Egeler
Notary Public

My Commission Expires:

10/22/98
(Notarial Seal)



1201 57
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REED Book & Page
03/02/95 10:43:09 AM
W. Hardy McCallum - Probate Judge
Tuscaloosa County, Alabama

DC0144220

STATE OF PENNSYLVANIA
COUNTY OF PHILADELPHIA

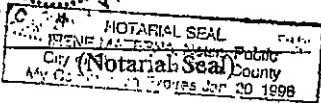
I, the undersigned authority, a Notary Public in and for said County and said State, hereby certify that Sandy S. McKenna, whose name as Assistant Vice President of Mellon Bank (DE) National Association, a national banking association, as Delaware Trustee for the DOMINION RESOURCES BLACK WARRIOR TRUST, a Delaware business trust, is signed to the foregoing instrument, and who is known to me, acknowledged before me on this day that, being informed of the contents of the instrument, he, as such officer and with full authority, executed the same voluntarily for and as the act of said association, acting in its capacity as Delaware Trustee as aforesaid.

Given under my hand this 7th day of February, 1994.5

Irene Materna
Notary Public



My Commission Expires:



1201 58
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DEED Book & Page
03/02/95 10:43:18 AM
W. Hardy McCollum - Probate Judge
Tuscaloosa County, Alabama
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Bk/Pg: 1201-52
REC RECORDING FEES 53.50
SOT SOURCE OF TITLE 1.00
PJF PROBATE FEES 2.00

DC01:44220

1201 PAGE 58



Guy W. Hensley
Senior Counsel

Office (205) 745-2755
Guy.hensley@walterenergy.com

Walter Energy, Inc.
3000 Galleria Blvd
Suite 1700
P. O. Box 361370
Birmingham, Alabama 35236

July 20, 2015

Southwest Bank Dominion Resources Black Warrior Trust Attn Ron Hooper
2911 Turtle Creek Blvd.
Suite 850
DALLAS, TX 75219

Dear Southwest Bank Dominion Resources Black Warrior Trust Attn Ron Hooper,

I am writing to let you know that Walter Energy, Inc. has reached agreement with its key lenders on a pre-negotiated restructuring plan. To facilitate this restructuring, we have filed for relief under chapter 11 of the U.S. Bankruptcy Code. Doing so will allow us to establish a more sustainable capital structure, make further changes to operational cost drivers, and ensure that the company can continue to operate safely and competitively in the years ahead. It should be noted that Black Warrior Methane and Black Warrior Transmission are not part of and are unaffected by this filing.

As a result of the chapter 11 filing, we will be complying with the requirements of the Bankruptcy Court as it relates to the payment of our obligations. Specifically, we are not permitted to pay obligations that arose prior to July 15, 2015, "pre-petition obligations", including royalty payments under our gas and mineral rights leases. We wanted to ensure that you were aware of this legal requirement under the Chapter 11 Bankruptcy process. As soon as the information is available, we will provide to you royalty statements for the pre-petition obligations. These royalty statements will assist you with filing a proof of claim for the unpaid royalties. Information about how to file a claim will be made available on our claims agent's site at www.kccllc.net/walterenergy.

Furthermore, we have established a dedicated restructuring page on our website at www.walterenergy.com/restructuring, which you can check for updates on our progress. We also have established a restructuring information line at (866) 967-0679 (or, if calling from outside the United States or Canada, at +1 310-751-2679) where a claims agent can assist you with the claims process and address questions you may have.

We deeply value our partnership with you and thank you again for your continued support.

Sincerely yours,

A handwritten signature in black ink that reads 'Guy W. Hensley'.

Mr. Guy Hensley
Senior Counsel

EXHIBIT B

UNITED STATES BANKRUPTCY COURT
NORTHERN DISTRICT OF ALABAMA
SOUTHERN DIVISION

In re:

WALTER ENERGY, INC. *et al.*,

Debtors.¹

Chapter 11

Case No. 15-02741-TOM11

Jointly Administrated

ORDER AMENDING CASH MANAGEMENT ORDER

CAME ON THIS DAY for consideration the *Emergency Motion By Dominion Resources Black Warrior Trust To Reconsider, On A Limited Basis, The Cash Management Order* (the “Motion to Reconsider”) seeking to amend the Court’s Cash Management Order²; and upon the Court’s finding that adequate and sufficient notice has been given regarding the Motion to Reconsider and the relief requested herein; and the Court having considered (i) the Cash Management Order, (ii) the Motion to Reconsider, (iii) all responses, briefs, and replies relating to the Motion to Reconsider filed in the above-captioned bankruptcy case, (iv) any evidence duly-admitted and any argument or representations made at the Court’s hearing regarding the relief requested in Cash Management Order and any subsequent hearing on the Motion to

¹ The Debtors in these cases, along with the last four digits of each Debtor’s federal tax identification number, are: Walter Energy, Inc. (9953); Atlantic Development and Capital, LLC (8121); Atlantic Leaseco, LLC (5308); Blue Creek Coal Sales, Inc. (6986); Blue Creek Energy, Inc. (0986); J.W. Walter, Inc. (0648); Jefferson Warrior Railroad Company, Inc. (3200); Jim Walter Homes, LLC (4589); Jim Walter Resources, Inc. (1186); Maple Coal Co., LLC (6791); Sloss-Sheffield Steel & Iron Company (4884); SP Machine, Inc. (9945); Taft Coal Sales & Associates, Inc. (8731); Tuscaloosa Resources, Inc. (4869); V Manufacturing Company (9790); Walter Black Warrior Basin LLC (5973); Walter Coke, Inc. (9791); Walter Energy Holdings, LLC (1596); Walter Exploration & Production LLC (5786); Walter Home Improvement, Inc. (1633); Walter Land Company (7709); Walter Minerals, Inc. (9714); and Walter Natural Gas, LLC (1198). The location of the Debtors’ corporate headquarters is 3000 Riverchase Galleria, Suite 1700, Birmingham, Alabama 35244-2359

² Capitalized terms not defined herein shall have the meanings ascribed to such terms in the Motion to Reconsider.

Consider; and, after having given due deliberation on the foregoing, it appearing to the Court that good and sufficient cause exists for the relief provided herein; it is thus hereby:

ORDERED that the Motion to Reconsider is GRANTED in its entirety; and it is further

ORDERED that, this Order shall control over any conflicting terms in the Cash Management Order; and it is further

ORDERED that, Walter Black is not authorized to commingle production proceeds attributable to the overriding royalty interest owned by Dominion with other cash held by Walter Black or any of the other Debtors; and it is further

ORDERED that, all production proceeds received by the Debtors that are attributable to Dominion's ORRI shall be maintained by Walter Black in a segregated account, so designated, pending distributions to Dominion; and it is further

ORDERED that, the Debtors shall provide an accounting to Dominion of all production proceeds that are attributable to Dominion's ORRI for the production months of April – August 2015.

Dated: _____, 2015

UNITED STATES BANKRUPTCY JUDGE